



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, November 18, 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. Small Business Saturday 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. November 18, 2025 Accounts Payable

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

- a. AM 2025-160 Adopting a Resolution for the 2026 Budget and Financial Plan and Setting Appropriations for Various Funds for the Period Beginning January 1, 2026 and Ending December 31, 2026

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. November 4, 2025 City Council Meeting Minutes
- b. AM 2025-161 Authorize the City Administrator to Accept a Service Agreement from Dig Deep to Provide Grants-Related Technical Assistance Services for the 2026 Year
- c. AM 2025-158 Approving a Resolution for the Annual Review and Changes to the Level 1 Cybersecurity Maturity Model Certification Guidelines
- d. AM 2025-159 Authorize the Mayor's Signature on Amendment 7 to the Agreement for Operations, Maintenance, and Management Services with OMI INC. Jacobs Contract
- e. AM 2025-163 Authorizing the Police Department to Purchase Three Fleet Vehicles and Approving Payment to John Elway Chevrolet in an Amount Not to Exceed \$169,260.00, Allocated from the Police Department Capital Projects Budget.
- f. AM 2025-164 Approving Estimates and Payment of Invoices to BearCom for Patrol Vehicle Upfit in an Amount Not to Exceed \$109,975.00, Allocated from the Police Department Capital Projects Budget
- g. AM 2025-165 Approving the Purchase and Payment for Ten Getac Mobile Data Terminals in an Amount Not to Exceed \$44,457.60, Allocated from the 2026 Police Department Capital Projects Budget

- h.** AM 2025-166 Accepting a 5 Year Product & Services Agreement with Active Network LLC for Recreation Membership Management Services at the Fort Lupton Recreation Center

Action Memorandum

- a.** AM 2025-162 Approve Change Order #1 to Contract with Hall-Irwin Corporation, Inc., for an Amount Not to Exceed \$81,287.75 for the Lagoon Slurry Wall Project from the Utility Fund
- b.** AM 2025-167 Approving a Resolution for a Public Improvements Agreement between the City of Fort Lupton and Triple P Services, LLC. A Colorado Corporation
- c.** AM 2025-168 Adopting an Ordinance Accepting the Right of Way Dedication from Triple P Services LLC, A Colorado Limited Liability Company for 60 feet of the Highway 85 Access Road north of County Road 16

Staff Reports

Mayor/Council Reports

Future City Events

- a.** November 27 & 28 2025, City Offices Closed in Observance of Thanksgiving
December 3, 2025 Coffee with a Cop, Recreation Center, 203 S. Harrison Ave. 8:00 a.m.-9:00 a.m.
December 6, 2025 Cookies & Cocoa with Santa, Library, 370 S. Rollie Ave. 3:30 p.m.
December 6, 2025 Winter Fest, Recreation Center, 203 S. Harrison Ave. 4:00 p.m.-6:30 p.m.

Upcoming Meetings

- a.** November 25, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
December 2, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
December 9, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
December 16, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

**SMALL BUSINESS SATURDAY
PROCLAMATION**

WHEREAS, Small Business Saturday was established in 2010 to support small business owners, who are the risk takers, innovators, job creators, and the backbone of the American economy; and

WHEREAS, shopping small boosts the local economy, supports community businesses, and fosters local connections; and

WHEREAS, money spent at local businesses is more likely to stay within the community, creating a multiplier effect that benefits the local economy; and

WHEREAS, the City of Fort Lupton recognizes the importance of small businesses in sustaining the local economy and is committed to providing resources to empower companies to thrive.

NOW THEREFORE, I, Zo Hubbard, Mayor of the City of Fort Lupton do hereby proclaim Saturday, November 29, 2025, as **SMALL BUSINESS SATURDAY**, and encourage shoppers to support Fort Lupton small businesses that day, and throughout the holiday season.

Signed this 18th day of November 2025

Zo Hubbard, Mayor

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 11/05/2025 - 11/18/2025

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						
000031	ADAMSON POLICE PRODUCTS	11/10/2025	Regular	0.00	843.79	108971
INV441894	Invoice	10/15/2025	GF-UNIFORMS FOR INMAN-PD	0.00	125.98	
INV441927	Invoice	10/15/2025	GF-UNIFORMS FOR MARTINEZ-PD	0.00	107.91	
INV442171	Invoice	10/21/2025	GF-UNIFORMS FOR A LOPEZ-PD	0.00	319.50	
INV442362	Invoice	10/24/2025	GF-UNIFORMS FOR ALVAREZ-PD	0.00	53.95	
INV442374	Invoice	10/24/2025	GF-UNIFORM PANTS FOR J MARTINEZ-PD	0.00	74.65	
INV442443	Invoice	10/27/2025	GF-UNIFORMS FOR NAURAGAS-PD	0.00	143.98	
INV442833	Invoice	11/03/2025	GF-ACCESSORIES FOR J MARTINEZ-PD	0.00	17.82	
000044	AGFINITY INC	11/10/2025	Regular	0.00	909.00	108972
H89859	Invoice	10/03/2025	CEM-CHEMICALS-CEMETERY	0.00	909.00	
000104	ASSOCIATED POOL BUILDERS, INC	11/10/2025	Regular	0.00	710.00	108973
930216346	Invoice	10/02/2025	GF-SPLASH PARK WINTERIZATION-PARKS	0.00	710.00	
003240	BLUE TO GOLD, LLC	11/10/2025	Regular	0.00	698.00	108974
FLPD-102326-D-...	Invoice	10/23/2025	GF-COURSES-PD	0.00	698.00	
003957	BRANDI WILLOUGHBY	11/10/2025	Regular	0.00	410.00	108975
2007905.001	Invoice	10/24/2025	REC-ROOM RENTAL REFUND-	0.00	410.00	
000160	BREAKTHRU BEVERAGE COLORADO	11/10/2025	Regular	0.00	215.00	108976
124050503	Invoice	10/30/2025	GOLF-BEVERAGES-PRO SHOP	0.00	215.00	
003478	BUFFALO REFRIGERATION	11/10/2025	Regular	0.00	265.00	108977
1406	Invoice	10/13/2025	GOLF-REPAIRS-PRO SHOP	0.00	265.00	
000215	CHALLENGER TEAMWEAR	11/10/2025	Regular	0.00	1,158.32	108978
1265688-IN	Invoice	10/01/2025	CPR-SOCCER UNIFORMS-ATHL	0.00	1,158.32	
003810	CMC DESIGN LLC	11/10/2025	Regular	0.00	1,507.27	108979
CMC135920	Invoice	10/28/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,507.27	
000268	COLORADO ANALYTICAL LAB	11/10/2025	Regular	0.00	48.00	108980
251027073	Invoice	10/28/2025	UF-DRINKING WATER TESTING-W LINES	0.00	48.00	
002651	COLORADO COMMUNITY MEDIA	11/10/2025	Regular	0.00	31.72	108981
143365	Invoice	10/31/2025	GF-LEGAL/PUBLIC NOTICES-CITY CL	0.00	31.72	
000260	COLORADO RURAL WATER ASSOC	11/10/2025	Regular	0.00	475.00	108982
4449	Invoice	11/03/2025	UF-ANNUAL MEMBERSHIP-WATER	0.00	475.00	
000307	COMCAST CABLE COMM, LLC	11/10/2025	Regular	0.00	281.40	108983
0117309 OCT25	Invoice	10/14/2025	REC-CABLE/MUSIC FOR OCTOBER 2025-RE...	0.00	281.40	
000307	COMCAST CABLE COMM, LLC	11/10/2025	Regular	0.00	179.25	108984
0116038 NOV25	Invoice	10/27/2025	RECNOVEMBER 2025 PHONE SERVICE-REC...	0.00	179.25	
000372	DELL MARKETING LP	11/10/2025	Regular	0.00	141.96	108985
10844549240	Invoice	10/31/2025	VESA system Mounts	0.00	141.96	
003799	ELITE BRANDS OF COLORADO, INC.	11/10/2025	Regular	0.00	155.48	108986
W-1791941	Invoice	10/31/2025	GOLF-BEVERAGES-PRO SHOP	0.00	155.48	
003631	EVERON, LLC	11/10/2025	Regular	0.00	179.17	108987
50576495 NOV25	Invoice	10/01/2025	GF/REC-SECURITY MONITORING FOR NOV...	0.00	179.17	
003812	FREEDOM FUEL COLORADO LLC	11/10/2025	Regular	0.00	83.46	108988

Council Check Report

Date Range: 11/05/2025 - 11/18/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0000189-IN	Invoice	10/01/2025	UF-FUEL-W LINES	0.00	83.46	
002011	FRONT RANGE LUMBER COMPANY	11/10/2025	Regular	0.00	256.73	108989
49944/2	Invoice	11/03/2025	GF-LINE POST, 2 RAIL-PARKS	0.00	214.82	
49945/2	Invoice	11/03/2025	CEM-ROUGH SAWN CEDAR FENCE-CEMET...	0.00	41.91	
002851	GHA TECHNOLOGIES	11/10/2025	Regular	0.00	705.86	108990
1195487	Invoice	10/22/2025	Dell Pro Micro - Win10 upgrade for Camer...	0.00	705.86	
002143	GREEN CO2 SYSTEMS	11/10/2025	Regular	0.00	639.41	108991
00390700	Invoice	10/29/2025	REC-CO2 REFILL-REC CENTER	0.00	309.10	
02107836	Invoice	11/01/2025	REC-MONTHLY CO2-REC CENTER	0.00	330.31	
000616	J & T CONSULTING INC	11/10/2025	Regular	0.00	1,287.89	108992
3129A	Invoice	11/05/2025	WST-Water Resource Planning-Water	0.00	1,287.89	
000616	J & T CONSULTING INC	11/10/2025	Regular	0.00	3,685.96	108993
3129	Invoice	11/04/2025	UF/WST-WATER ENGINEERING-UF/WST	0.00	3,685.96	
003958	JAYLENE URDIALES	11/10/2025	Regular	0.00	65.00	108994
2007900.001	Invoice	10/20/2025	REC-REFUND FOR SHELTER RENTAL-	0.00	65.00	
002554	MICHELLE BIGLEN	11/10/2025	Regular	0.00	419.47	108995
2007912.001	Invoice	10/30/2025	REC-REFUND FOR ANNUAL PASS	0.00	419.47	
000807	MORNING STAR ELEVATOR LLC	11/10/2025	Regular	0.00	325.00	108996
9797	Invoice	10/30/2025	CPR-ELEVATOR REPAIR-MUSEUM	0.00	325.00	
000865	OFFICE DEPOT	11/10/2025	Regular	0.00	165.68	108997
442203106001	Invoice	10/14/2025	GOLF-SUPPLIES-PRO SHOP	0.00	91.48	
445552034001	Invoice	10/21/2025	UF-COVER-ENG	0.00	74.20	
003213	OLD TOWN PEST CONTROL	11/10/2025	Regular	0.00	600.00	108998
13476	Invoice	10/29/2025	GF-PEST CONTROL-SHOP	0.00	600.00	
003522	OTTEM ELECTRONICS, INC.	11/10/2025	Regular	0.00	300.00	108999
25-0343	Invoice	10/01/2025	GOLF-QURTLY MONITORING SVC 7/01-09/...	0.00	300.00	
002081	SAFELITE FULFILLMENT,INC	11/10/2025	Regular	0.00	324.37	109000
05018-417613	Invoice	10/30/2025	GF-VEHICLE SERVICE-PD	0.00	324.37	
003467	SCHILZ MARTIAL ARTS & KICKBOXING	11/10/2025	Regular	0.00	95.20	109001
OCT25 MARTIAL...	Invoice	10/27/2025	REC-OCTOBER 2025 MARTIAL ARTS PAYM...	0.00	95.20	
000999	SHAMROCK FOODS COMPANY	11/10/2025	Regular	0.00	1,311.41	109002
35162712	Invoice	10/30/2025	GOLF-FOOD, BEVERAGES, PRE PACKAGED ...	0.00	1,311.41	
001040	STERICYCLE	11/10/2025	Regular	0.00	42.75	109003
8012420546	Invoice	10/25/2025	GF-3 SHREDDING BINS @ CITY HALL-CTY CL	0.00	42.75	
001040	STERICYCLE	11/10/2025	Regular	0.00	73.78	109004
8012316639	Invoice	10/18/2025	REC-BIOHAZARD-REC CENTER	0.00	73.78	
001746	TRANSUNION RISK AND ALTERNATIVE DATA SO	11/10/2025	Regular	0.00	100.00	109005
812682-202510-1	Invoice	11/01/2025	GF-DATA RESERCH FEES OCT 1-3, 2025-PD	0.00	100.00	
001149	UTILITY NOTIFICATION CENTER	11/10/2025	Regular	0.00	358.77	109006
225100629	Invoice	10/31/2025	UF-4TH BILLING TIER ANNUAL ASSESSMEN...	0.00	358.77	
001156	VERIZON WIRELESS SVCS LLC	11/10/2025	Regular	0.00	5,567.41	109007
6127034708	Invoice	10/31/2025	GF- 09/27-10/26 VERIZON HOT SPOTS-MI...	0.00	5,567.41	
001174	WAGNER EQUIPMENT CO.	11/10/2025	Regular	0.00	520.70	109008
P00C2857382	Invoice	10/30/2025	UF-TIP SOIL DIG PARTS-W LINES	0.00	520.70	
001201	WELD COUNTY SCH DIST RE8	11/10/2025	Regular	0.00	500.00	109009

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	
102925	Invoice	10/29/2025	CPR-DONATION FOR CATERING SERV @ P...	0.00	500.00	
001212	WILLIAMS AND WEISS CONSULTING LLC	11/10/2025	Regular	0.00	7,830.00	109010
2204	Invoice	11/03/2025	UF/WST-WATER ENGINEERING-UF/WST	0.00	7,830.00	
003715	WYOMING BEARING & SUPPLY LLC	11/10/2025	Regular	0.00	492.16	109011
7025393	Invoice	10/27/2025	SF-PARTS-S LINES	0.00	492.16	
001224	XCEL ENERGY-GAS	11/10/2025	Regular	0.00	315.08	109012
950955676	Invoice	10/01/2025	GFOCT25 GAS BILL-PARKS	0.00	315.08	
000453	FAMILY SUPPORT REGISTRY	11/14/2025	Regular	0.00	140.76	109013
INV0001871	Invoice	11/14/2025	A. Infante Jr - Remit ID 06092977-SDU/Tri...	0.00	140.76	
003612	JOHNSON MARK LLC	11/14/2025	Regular	0.00	450.34	109014
INV0001872	Invoice	11/14/2025	Brian Oswalt-Case #2024C042153	0.00	450.34	
003901	PROFESSIONAL FINANCE CO	11/14/2025	Regular	0.00	373.75	109015
INV0001873	Invoice	11/14/2025	Keith Jackel - Case #2025C031349	0.00	373.75	
002254	ADIDAS AMERICA INC	11/18/2025	Regular	0.00	228.60	109016
6163942549	Invoice	11/05/2025	REC-SUPPLIES-REC CENTER	0.00	23.70	
6164083447	Invoice	11/01/2025	GF-MERCHANDISE-HR	0.00	204.90	
003531	ARBOR VALLEY NURSERY	11/18/2025	Regular	0.00	5,175.00	109017
INV92779-1	Invoice	11/01/2025	Trees for #4 & 5	0.00	5,175.00	
002752	BILL'S STUMP GRINDING LLC	11/18/2025	Regular	0.00	3,800.00	109018
276060	Invoice	11/06/2025	GF-TREE STUMP REMOVAL-PARKS	0.00	3,800.00	
000183	CALLAWAY GOLF SALES COMPANY	11/18/2025	Regular	0.00	953.03	109019
941422800	Invoice	11/03/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	863.03	
941429662	Invoice	11/04/2025	GOLF-RETURN LABEL-PRO SHOP	0.00	90.00	
000182	CEM SALES & SERVICE INC	11/18/2025	Regular	0.00	4,598.25	109020
I2501830	Invoice	11/01/2025	REC-ACID PUMP REPLACEMENT-REC CENT...	0.00	888.25	
I2502085	Invoice	11/05/2025	REC-HOT TUB FILL CONTROLLER REPLACED...	0.00	3,710.00	
003499	CERTIFIED LABORATORIES	11/18/2025	Regular	0.00	1,068.70	109021
9351030	Invoice	11/01/2025	GOLF-OIL ALL XTREME-MAINT	0.00	1,068.70	
002651	COLORADO COMMUNITY MEDIA	11/18/2025	Regular	0.00	507.16	109022
143754	Invoice	11/06/2025	GF-LEGAL/PUBLIC NOTICES-STREETS/DEV ...	0.00	507.16	
000306	COMCAST BUSINESS	11/18/2025	Regular	0.00	2,912.40	109023
255282145	Invoice	11/01/2025	GF-INTERNET SERVICE FOR NOVEMBER 20...	0.00	2,912.40	
000307	COMCAST CABLE COMM, LLC	11/18/2025	Regular	0.00	260.52	109024
0208785 NOV25	Invoice	11/04/2025	GF-NOVEMBER 2025 INTERNET SERV-PLA...	0.00	260.52	
001517	CORE&MAIN LP	11/18/2025	Regular	0.00	443.96	109025
Y006185	Invoice	11/01/2025	UF-PARTS/SUPPLIES-W LINES	0.00	443.96	
000410	E-470 PUBLIC HIGHWAY AUTHORITY	11/18/2025	Regular	0.00	26.90	109026
2107279325	Invoice	11/03/2025	GF-TOLL FOR SENIOR TRIP-SENIORS	0.00	26.90	
000461	FERRELLGAS LP	11/18/2025	Regular	0.00	583.23	109027
1131850345	Invoice	11/01/2025	GOLF-PROPANE, LATE FEES-MAINT	0.00	583.23	
000513	G & G EQUIPMENT	11/18/2025	Regular	0.00	257.94	109028
166994	Invoice	11/06/2025	GOLF-PARTS, ENGINE COVER-MAINT	0.00	257.94	
003875	HALL-IRWIN CORPORATION	11/18/2025	Regular	0.00	356,674.93	109029
APPLICATION #2...	Invoice	11/03/2025	WST-LAGOON SLURRY WALL PROJECT-WA...	0.00	356,674.93	
000567	HIGH COUNTRY BEVERAGE CORP	11/18/2025	Regular	0.00	245.50	109030

Council Check Report

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
W-7243691	Invoice	11/10/2025	GOLF-BEVERAGES-PRO SHOP	0.00	245.50	
003874	HPM, INC.	11/18/2025	Regular	0.00	118,049.00	109031
003	Invoice	10/30/2025	UF-ELEVATED STORAGE TANK CONSTRUCT...	0.00	118,049.00	
003936	JC-SERVICES LLC	11/18/2025	Regular	0.00	1,350.00	109032
626	Invoice	11/07/2025	GOLF-MEW GATE INSTALLATION-MAINT	0.00	1,350.00	
000780	MCGRANE WATER ENGINEERING LLC	11/18/2025	Regular	0.00	3,101.50	109033
FTL(LLake)-03	Invoice	11/05/2025	WST-LAGOON ENGINEERING-WATER	0.00	3,101.50	
003044	PEAK FORM, LLC	11/18/2025	Regular	0.00	690.00	109034
6478K25213	Invoice	11/01/2025	GF-PRE EMPLOYMENT SCREENING, DOT R...	0.00	332.00	
6630K25213	Invoice	11/01/2025	GF/REC-DOT RECERTS, DRUG TESTING,-HR...	0.00	358.00	
000999	SHAMROCK FOODS COMPANY	11/18/2025	Regular	0.00	1,520.04	109035
10018964	Credit Memo	10/01/2025	GOLF-CREDIT FOR RETURN OF GRND BEEF...	0.00	-82.77	
10073035	Credit Memo	10/01/2025	GOLF-CREDIT FOR RETURN CANDY-PRO S...	0.00	-920.85	
10276437	Credit Memo	10/01/2025	GOLF-CREDIT FOR RETURN OF FLOUR TOR...	0.00	-46.53	
34948141	Invoice	09/25/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	20.37	
34948142	Invoice	09/25/2025	GOLF-FOOD, PRE PACKAGED GOODS-PRO ...	0.00	312.34	
34971428	Invoice	10/02/2025	GOLF-FOOD, BEVERAGES, PRE PACKAGED ...	0.00	2,134.00	
57500032725001	Invoice	10/01/2025	GOLF-PAPER CUPS-PRO SHOP	0.00	137.80	
9660743	Credit Memo	10/01/2025	GOLF-CREDIT FOR RETURN OF RITZ CRACK...	0.00	-34.32	
003155	SHIRTS BY CHA LLC	11/18/2025	Regular	0.00	2,035.28	109036
3347	Invoice	11/01/2025	GF-CUT VYNYL CASES-CITY ADMIN	0.00	15.00	
3357	Invoice	11/01/2025	GF-MERCHANDISE FOR STAFF APPRECIATI...	0.00	2,020.28	
001026	SPECIALTY CIGARS, LLC	11/18/2025	Regular	0.00	225.00	109037
US16-41458728	Invoice	10/28/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	225.00	
001040	STERICYCLE	11/18/2025	Regular	0.00	37.45	109038
8012567613	Invoice	11/10/2025	GF-SHREDDING BIN SERVICE @ PLANNING...	0.00	37.45	
003861	TOP-NOTCH PAVEMENT SOLUTIONS LLC	11/18/2025	Regular	0.00	191,707.32	109039
2053	Invoice	11/04/2025	SST-ASPHALT PAVING/ SIDEWALK PROJEC...	0.00	40,549.02	
2054	Invoice	11/06/2025	SST-WCR 18 MILL & OVERLAY-STREETS	0.00	151,158.30	
001104	TOSHIBA BUSINESS SOLUTIONS	11/18/2025	Regular	0.00	2,245.80	109040
2364817	Invoice	11/04/2025	GF-PLOTTER SUPPLIES-PLANNING	0.00	2,245.80	
001120	TRUDILIGENCE LLC	11/18/2025	Regular	0.00	213.47	109041
69210	Invoice	11/01/2025	GF-BACKGROUND CHECKS-HR	0.00	213.47	
001137	UNITED POWER	11/18/2025	Regular	0.00	49,866.08	109042
10553102 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-EMERG SIREN	0.00	22.88	
1194602 OCT25	Invoice	10/31/2025	GC-OCT25 ELECTRIC-CLUBHOUSE	0.00	817.37	
1195001 OCT25	Invoice	10/31/2025	GC-OCT25 ELECTRIC-PUMP HOUSE	0.00	2,982.84	
1195501 OCT25	Invoice	10/01/2025	UF-OCT25 ELEC-WTR TANK&PUMP	0.00	4,640.60	
1195603 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-455 COLLEGE AVE PUMP S...	0.00	438.50	
1195701 OCT25	Invoice	10/31/2025	GC-OCT25 ELECTRIC-MAINT BLDG	0.00	190.51	
1196401 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-WELCOME SIGNS	0.00	36.54	
1207701 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-B&G SPRINKLER CONTROL	0.00	21.24	
1240301 OCT25	Invoice	10/01/2025	UF-OCT25 ELEC-SEWER LIFT STA	0.00	81.89	
1241801 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-PEARSON PK BALLFIELD	0.00	3,136.96	
1241903 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-PEARSON PK	0.00	113.06	
1276101 OCT25	Invoice	10/01/2025	UF-OCT25 ELEC-WELL #4	0.00	527.26	
1279801 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-SCH SIGNAL	0.00	25.64	
1295501 OCT25	Invoice	10/01/2025	CPR-OCT25 ELEC-MUSEUM	0.00	69.41	
1296101 OCT25	Invoice	10/01/2025	UF-OCT25 ELEC-WELL #5	0.00	137.66	
1302801 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-CITY HALL	0.00	2,162.72	
1302901 OCT25	Invoice	10/01/2025	UF-OCT25 ELEC-WELL #1	0.00	132.15	
1316801 OCT25	Invoice	10/01/2025	UF-OCT25 ELEC-WELL #3	0.00	504.62	

Council Check Report

Date Range: 11/05/2025 - 11/18/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1322501 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-STREET LIGHTS	0.00	6,200.11	
1360303 OCT25	Invoice	10/01/2025	CEM-OCT25 ELEC-CEMETERY	0.00	32.09	
13842400 OCT25	Invoice	10/01/2025	CPR-OCT25 ELEC-REC SIGN	0.00	57.04	
14427100 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-VERIZON BLDG	0.00	115.53	
15232500 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-TORN SIREN	0.00	22.42	
17149700 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-WCR8 SIGNAL	0.00	63.60	
17761600 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-HERITAGE PARK	0.00	20.05	
17868800 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-LANCASTER SPRINK	0.00	20.00	
18057500 OCT25	Invoice	10/01/2025	UF-OCT25 ELEC-S LIFT STATION	0.00	826.40	
18498400 OCT25	Invoice	10/01/2025	UF-OCT25 ELEC-WELL#7	0.00	232.22	
18762100 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-LIGHT RECEPTACLES	0.00	40.35	
19545100 OCT25	Invoice	10/01/2025	UF-OCT25 ELEC-TERM RES DAM PUMP E	0.00	319.26	
19595600 OCT25	Invoice	10/31/2025	GC-OCT25 ELECTRIC-SIGN LIGHT	0.00	20.62	
20040100OCT25	Invoice	10/01/2025	UF-OCT25 ELEC-TERM RES DAM PUMP W	0.00	255.82	
21675200 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-IRRIGATE 2414 HORSESH...	0.00	210.89	
21675300 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-IRRIGATE 1912 WAGONW...	0.00	36.61	
22185901 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-FULTON PARK IRRIGATION	0.00	21.12	
6601202 OCT25	Invoice	10/31/2025	GC-OCT25 ELECTRIC-PAVILLION	0.00	34.05	
6612303 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-COYOTE CREEK ENTRANCE	0.00	21.29	
6779701 OCT25	Invoice	10/01/2025	REC-75% OCT25 ELEC-REC	0.00	10,298.52	
704901 OCT25	Invoice	10/01/2025	UF-OCT25 ELEC-WWTP	0.00	6,879.88	
7225800 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-GAZEBO	0.00	22.36	
726705 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-SIGN 70110&70111	0.00	20.00	
7280200 OCT25	Invoice	10/01/2025	UF-OCT25 ELEC-WATER TANKS	0.00	21.98	
733101 OCT25	Invoice	10/01/2025	GF-OCT25 ELEC-SHOP	0.00	218.64	
762901 OCT25	Invoice	10/01/2025	UF-OCT25 ELEC-WELL #13	0.00	565.44	
803908 OCT25	Invoice	10/01/2025	UF-OCT25 ELEC-WTR TRMT PLANT	0.00	6,509.80	
8976200 OCT25	Invoice	10/01/2025	UF-OCT25 ELEC-N LIFT STATION	0.00	738.14	
	Void	11/18/2025	Regular	0.00	0.00	109043
	Void	11/18/2025	Regular	0.00	0.00	109044
	Void	11/18/2025	Regular	0.00	0.00	109045
001137	UNITED POWER	11/18/2025	Regular	0.00	254.56	109046
24165100 OCT25	Invoice	11/01/2025	GF-OCTOBER 2025 ELECTRIC SERVICE (SPL...	0.00	254.56	
001137	UNITED POWER	11/18/2025	Regular	0.00	172.04	109047
1215802 OCT25	Invoice	11/04/2025	GF-OCTOBER 2025 ELECTRIC SERV (VET OF...	0.00	172.04	
001189	WELD COUNTY ACCTG DEPART	11/18/2025	Regular	0.00	9,721.70	109048
OCTOBER 2025	Invoice	11/01/2025	WELD COUNTY FUEL PURCHASES FOR OC...	0.00	9,721.70	
001198	WELD COUNTY PUBLIC HEALTH	11/18/2025	Regular	0.00	538.00	109049
WELDEHS202333...	Invoice	11/01/2025	GOLF-2026 RETAIL FOOD LICENSE RENEW...	0.00	538.00	
000024	ACE HARDWARE OF FORT LUPTON	11/10/2025	EFT	0.00	26.58	9100336
110505/1	Invoice	10/31/2025	GOLF-PACKAGING TAPE-MAINT	0.00	26.58	
003196	AMAZE HEALTH	11/10/2025	EFT	0.00	1,740.00	9100337
INV-10128	Invoice	10/31/2025	GF-OCTOBER 2025 MONTHLY USER FEES-...	0.00	1,740.00	
001820	BADGER METER	11/10/2025	EFT	0.00	5,102.74	9100338
80215921	Invoice	10/30/2025	UF-METER READING SERVICES/METERS-A...	0.00	5,102.74	
002600	BEARCOM	11/10/2025	EFT	0.00	1,290.00	9100339
5533191	Invoice	10/01/2025	GF-INSTALL LABOR-PD	0.00	250.00	
5547867	Invoice	10/01/2025	GF-INSTALL LABOR-PD	0.00	85.00	
5556279	Invoice	10/01/2025	GF-LABOR REMOUNT W/S CAMERA-PD	0.00	85.00	
5965875	Invoice	10/29/2025	GF-REMOVE POLICE LTS #1601 TAHOE-PD	0.00	870.00	
002835	BRANDING BY BRE	11/10/2025	EFT	0.00	3,500.00	9100340
1377	Invoice	11/01/2025	GF-SOCIAL MEDIA COMMUNICATION FOR...	0.00	3,500.00	
002853	BUCKEYE CLEANING CENTER	11/10/2025	EFT	0.00	2,632.18	9100341

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Date Range: 11/05/2025 - 11/18/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
90709195	Invoice	10/14/2025	CPR-HAND TOWELS-COMM CENTER	0.00	356.52	
90711219	Invoice	10/22/2025	GF-BUFFER SPRAY-FAC	0.00	125.76	
90711220	Invoice	10/22/2025	CPR-TRASHCAN LINERS-COMM CENTER	0.00	403.28	
90712592	Invoice	10/28/2025	GOLF-SUPPLIES-PRO SHOP	0.00	113.88	
90713231	Invoice	10/30/2025	CPR/REC-JANITORIAL SUPPLIES-COMM CE...	0.00	1,434.01	
90713340	Invoice	10/31/2025	REC-SUPPLIES-REC CENTER	0.00	198.73	
003417	DATA CENTER WAREHOUSE, LLC	11/10/2025	EFT	0.00	1,650.00	9100342
INV-001951	Invoice	10/01/2025	Dell Pro Max Micro FCM2250	0.00	1,650.00	
003720	FREDERICK M GOODBEE	11/10/2025	EFT	0.00	1,600.00	9100343
102925	Invoice	10/29/2025	GF-JUDGE SERVICES FOR OCTOBER 7, 2025..	0.00	1,600.00	
000698	L.G. EVERIST, INC	11/10/2025	EFT	0.00	342.38	9100344
754981	Invoice	10/30/2025	UF-SQUEEGEE-W LINES	0.00	342.38	
001689	LEADSONLINE	11/10/2025	EFT	0.00	3,230.00	9100345
421675	Invoice	10/15/2025	GF-POWERPLUS INVESTIGATION SYSTEM ...	0.00	3,230.00	
003316	MIGUEL IRAOLA	11/10/2025	EFT	0.00	650.00	9100346
10312025	Invoice	10/31/2025	GF-OCTOBER COURT INTERPRETATION SE...	0.00	650.00	
002195	MINUTEMAN PRESS	11/10/2025	EFT	0.00	476.30	9100347
41940	Invoice	10/22/2025	GF-INTENT TO TOW & UNLAWFUL PARKI...	0.00	476.30	
000862	O'REILLY AUTO PARTS	11/10/2025	EFT	0.00	568.04	9100348
4489-244396	Invoice	10/01/2025	GOLF-HYD FILTER, OIL FILTER, SPARK PLUG...	0.00	109.09	
4489-246086	Invoice	10/01/2025	GOLF-OIL FILTER, AIR HOSE-MAINT	0.00	38.72	
4489-249437	Invoice	10/01/2025	GOLF-FUEL, OIL FILTER-MAINT	0.00	38.83	
4489-253374	Invoice	10/15/2025	SF-AIR AND FUEL FILTERS-S LINES	0.00	264.50	
4489-253408	Invoice	10/15/2025	GF-PARTS/SUPPLIES-PW SHOP	0.00	16.98	
4489-253443	Invoice	10/15/2025	GF-RUST REMOVER-STREETS	0.00	29.99	
4489-253533	Invoice	10/16/2025	GF-FUEL FILTER FOR MONROE SPREADER-...	0.00	11.98	
4489-254621	Invoice	10/21/2025	GF-LUBE IT ALL-PW SHOP	0.00	43.96	
4489-254826	Invoice	10/22/2025	GF-PRIMARY WIRE-STREETS	0.00	13.99	
000931	R & L TIRES	11/10/2025	EFT	0.00	95.00	9100349
59438	Invoice	10/10/2025	GF-TIRE DISPOSAL-LEGIS	0.00	75.00	
59515	Invoice	10/16/2025	GF-TIRE REPAIR-STREETS	0.00	20.00	
000932	R & M SERVICES	11/10/2025	EFT	0.00	778.91	9100350
10912	Invoice	10/17/2025	GF-VEHICLE MAINTENANCE-PD	0.00	174.78	
10913	Invoice	10/22/2025	GF-VEHICLE MAINTENANCE-PD	0.00	296.18	
10914	Invoice	10/30/2025	GF-SERVICE CALL, CHARGED BATTERY-PD	0.00	307.95	
001020	SOUTH PLATTE VALLEY HISTORICAL SOCIETY	11/10/2025	EFT	0.00	500.00	9100351
102925	Invoice	10/29/2025	CPR-DONATION FOR HISTORICAL REINAC...	0.00	500.00	
001101	TODD HODGES DESIGN, LLC	11/10/2025	EFT	0.00	9,532.90	9100352
3734	Invoice	11/03/2025	GF-PLANNING SERVICES OCT 20-NOV 2, 2...	0.00	9,532.90	
001126	TYLER TECHNOLOGIES	11/10/2025	EFT	0.00	310.70	9100353
025-530413	Invoice	09/30/2025	GF-INSITE PORTAL FEE-COURT	0.00	257.50	
025-530924	Invoice	09/30/2025	GF-COURT NOTIFICATIONS-COURT	0.00	53.20	
003398	UNIVERSITY AUTO PARTS	11/10/2025	EFT	0.00	19.74	9100354
252134	Invoice	10/22/2025	GF-TRANSMISSION FLUID-PARKS	0.00	19.74	
000024	ACE HARDWARE OF FORT LUPTON	11/18/2025	EFT	0.00	256.53	9100355
110481/1	Invoice	11/01/2025	GOLF-TIE WIRE, RUBBER TARP STRAP-MAI...	0.00	52.70	
110542/1	Invoice	11/04/2025	GOLF-TAPE MEASURE, COMPACT TAPE-M...	0.00	87.96	
110554/1	Invoice	11/05/2025	GOLF-PINCH CLAMP, CLAMPS-MAINT	0.00	47.92	
110571/1	Invoice	11/06/2025	GOLF-TIE WIRE-MAINT	0.00	29.98	
110614/1	Invoice	11/10/2025	GOLF-IRRIGATION SUPPLIES-MAINT	0.00	37.97	

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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	
000048	AIRGAS USA LLC	11/18/2025	EFT	0.00	108.19	9100356
5520419321	Invoice	11/01/2025	GOLF-LARGE ACETYLENE AND LARGE OXY...	0.00	24.14	
9166158191	Invoice	11/01/2025	GF-COMPRESSED OXYGEN FOR SHOP SN...	0.00	84.05	
001327	ALTA PEAK ROLLOFFS LLC	11/18/2025	EFT	0.00	510.04	9100357
5264	Invoice	11/05/2025	GF-ROLLOFF SERVICE AT WWTP-MISC	0.00	510.04	
001293	AMAZON.COM	11/18/2025	EFT	0.00	10,925.73	9100358
1JP6-HLRT-MD1H	Credit Memo	10/05/2025	CPR-CREDIT FOR RETURN OF STICKY EASEL...	0.00	-95.90	
1JRR-PRVC-LHHT	Credit Memo	10/24/2025	CPR-CREDIT FOR RETURN OF STICKY EASEL...	0.00	-95.90	
1KVT-KP9L-3JD9	Invoice	11/05/2025	GF-SUPPLIES-PLANNING	0.00	182.45	
1M3K-YJKJ-34ML	Invoice	11/05/2025	IT Amazon Order	0.00	748.96	
1NCN-NML1-7PYD	Credit Memo	10/05/2025	CPR-CREDIT FOR RETURN OF TABLE COVE...	0.00	-52.98	
1QRL-TFQN-3NTV	Invoice	11/05/2025	GF-SUPPLIES/WELLNESS PRIZES-HR	0.00	7,840.87	
1VJY-CN9W-3L61	Invoice	11/05/2025	GOLF-SUPPLIES/PARTS/MISC ITEMS-MAIN...	0.00	1,685.80	
1X6T-M4QP-3H...	Invoice	11/05/2025	GF-GENERAL SUPPLIES, CERTIFICATES, TES...	0.00	770.88	
1Y7Q-4WHH-9C...	Credit Memo	11/04/2025	GF-CREDIT FOR RETURN OF DRINKING FA...	0.00	-58.45	
000082	AMERICAN WEST LAND SURVEYING, INC	11/18/2025	EFT	0.00	450.00	9100359
25-319	Invoice	11/10/2025	GF-EASEMENT EXHIBIT-ENG	0.00	450.00	
001820	BADGER METER	11/18/2025	EFT	0.00	5,076.00	9100360
1768578	Invoice	11/05/2025	GF-METERS-W LINES	0.00	5,076.00	
002723	EAGLE ROCK COMPANY OF COLO	11/18/2025	EFT	0.00	48.00	9100361
14592435	Invoice	11/06/2025	GOLF-BEVERAGES-PRO SHOP	0.00	58.80	
14603926	Credit Memo	11/10/2025	GOLF BEVERAGES/RETURN OF EMPTY KEG...	0.00	-10.80	
002674	HAYES POZNANOVIC KORVER, LLC	11/18/2025	EFT	0.00	11,704.49	9100362
1794	Invoice	11/05/2025	WST-Oct2025 Legal Fees-Water	0.00	11,704.49	
000597	INSIGHT PUBLIC SECTOR INC	11/18/2025	EFT	0.00	27,502.01	9100363
1101332926	Invoice	11/07/2025	ProofPoint Annual Renewal (11/23/25 - 11...	0.00	27,502.01	
000862	O'REILLY AUTO PARTS	11/18/2025	EFT	0.00	447.34	9100364
4489-253379	Invoice	11/01/2025	GF-ANTIFREEZE, SUPPLIES FOR CHARLIE'S ...	0.00	452.36	
4489-256385	Credit Memo	11/01/2025	UF-CREDIT FOR CORE RETURN-W LINES	0.00	-22.00	
4489-258783	Invoice	11/10/2025	GF-TRANSMISSION FLUID-PARKS	0.00	16.98	
000931	R & L TIRES	11/18/2025	EFT	0.00	92.00	9100365
59905	Invoice	11/04/2025	GF-TIRE DISPOSAL FOR CLEAN UP DAYS-LE...	0.00	92.00	
003955	SOCIAL PINPOINT INC	11/18/2025	EFT	0.00	7,500.00	9100366
USINV-01121	Invoice	10/23/2025	GF-ANNUAL SUBSCRIPT OCT 16, 2025-OCT...	0.00	7,500.00	
001072	THE ANTIGUA GROUP INC	11/18/2025	EFT	0.00	1,335.72	9100367
AIN-6218301	Invoice	11/09/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,335.72	
002725	TIRES TO GREEN RECYCLING COLORADO LLC	11/18/2025	EFT	0.00	1,398.00	9100368
6793	Invoice	11/01/2025	GF-TIRE RECYCLING FOR CLEAN UP DAYS-L...	0.00	1,398.00	
003398	UNIVERSITY AUTO PARTS	11/18/2025	EFT	0.00	233.45	9100369
252057	Invoice	11/01/2025	GF-PRIMARY WIRE FOR SNOW PLOW #4-S...	0.00	24.48	
254045	Invoice	11/07/2025	GF-HYDRAULIC FLUID, BATTERY-STREETS	0.00	97.12	
254046	Invoice	11/07/2025	GF-PARTS/SUPPLIES-STREETS	0.00	111.85	
000119	BANK OF COLORADO	11/14/2025	Bank Draft	0.00	7,390.27	DFT0002688
INV0001868	Invoice	11/14/2025	HSA DISTRIBUTION	0.00	7,390.27	
000119	BANK OF COLORADO	11/14/2025	Bank Draft	0.00	1,583.32	DFT0002689
INV0001869	Invoice	11/14/2025	HSA DISTRIBUTION	0.00	1,583.32	
001416	VALIC_1	11/14/2025	Bank Draft	0.00	50,104.14	DFT0002690
INV0001870	Invoice	11/14/2025	VALIC - 457(b) \$ Contributions	0.00	50,104.14	

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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	
001265	IRS	11/14/2025	Bank Draft	0.00	93,804.82	DFT0002691
INV0001874	Invoice	11/14/2025	Federal Withholding	0.00	93,804.82	
001418	CO DEPARTMENT OF REVENUE	11/14/2025	Bank Draft	0.00	15,678.00	DFT0002692
INV0001875	Invoice	11/14/2025	CO Withholding	0.00	15,678.00	

Bank Code New Main Operating Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	143	76	0.00	794,702.66
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	168,560.55
EFT's	72	34	0.00	101,632.97
	220	118	0.00	1,064,896.18

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	143	76	0.00	794,702.66
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	168,560.55
EFT's	72	34	0.00	101,632.97
	220	118	0.00	1,064,896.18

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	11/2025	1,064,896.18
			1,064,896.18



SUBJECT FOR DISCUSSION

Adopting a Resolution for the 2026 Budget and Financial Plan and Setting Appropriations for Various Funds for the Period Beginning January 1, 2026 and Ending December 31, 2026

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City is required to adopt a budget setting legal appropriation for the following year. The budget establishes legal appropriation for each fund and spending agency and authorizes procurement of goods, services and equipment.

FINANCIAL CONSIDERATIONS

The City Council met on October 18th to review and amend the 2026 budget requested by various funds and departments of the City. The budget reflects those changes.

LEGAL/POLITICAL CONSIDERATIONS

Pursuant to Colorado Revised Statutes Title 29, Article 1, "Local Government Budget Law of Colorado", all statutory towns and cities are required to adopt an annual budget by the end of the year (C.R.S. 29-1-103). If it fails to adopt a budget by the first day of the new fiscal year then ninety percent of the amount appropriated in the current fiscal year for operations and maintenance expenses shall be deemed re-appropriated for the budget year (C.R.S. 29-1-108(4)).

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve the resolution adopting the 2026 Budget and Financial Plan

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2025RXXX

A RESOLUTION OF THE CITY COUNCIL ADOPTING THE 2026 BUDGET AND FINANCIAL PLAN AND SETTING APPROPRIATIONS FOR THE VARIOUS FUNDS AND SPENDING AGENCIES IN THE AMOUNTS SPECIFIED, FOR THE CITY OF FORT LUPTON, COLORADO, FOR AND DURING THE PERIOD BEGINNING THE FIRST DAY OF JANUARY 2026 AND ENDING THE THIRTY-FIRST DAY OF DECEMBER 2026.

WHEREAS, in accordance with Colorado Revised Statutes Title 29, the City Council has been presented with a complete Budget and Financial plan of all City funds and activities which covers all proposed expenditures of the City for the fiscal year beginning January 1, 2026, and ending December 31, 2026; and

WHEREAS, said budget shows as definitely as possible each of the various projects and programs for which appropriations are made in the budget, and the estimated amount of money carried in the budget for each such project or program; and

WHEREAS, said budget serves a valid public purpose in that it establishes a financial plan for the 2026 fiscal year, which provides for economic development efforts, social services needs and provide for recreational and culture activities for the benefit of the entire community; and

WHEREAS, said budget has been filed with the City Clerk and available for public inspection; and

WHEREAS, the City of Fort Lupton's 2026 Financial Plan has established and public hearings and meetings have been held after duly published public notices.

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

Section 1

REVENUE: That the following sources are available for appropriation in the stated amounts:

General Fund	\$ 21,463,077
Contingency Fund	70,000
Street Sales Tax Fund	1,763,000
Library	2,718,125
Culture, Parks & Recreation Sales Tax Fund	2,320,200
Conservation Trust Fund	105,000
Cemetery and Perpetual Care Fund	361,445
Water Sales Tax Fund	3,265,000
Recreation Center Fund	3,638,276
Utility Enterprise Fund – Water	27,876,708
Utility Enterprise Fund – Waste Water	4,791,600

Storm Drainage Enterprise Fund	313,900
Golf Course Enterprise Fund	2,591,638
TOTAL FUNDS AVAILABLE FOR APPROPRIATION	<u>\$71,277,969</u>

Section 2

APPROPRIATION: That out of current and probable sources of the City of Fort Lupton, Colorado, for and during the year beginning the first day of January, 2026, there is hereby appropriated the following sums of money or that portion necessary for the purposes herein named:

General Fund	\$ 35,323,685
Contingency Fund	2,304,221
Street Sales Tax Fund	3,860,000
Library	3,696,292
Culture, Parks & Recreation Sales Tax Fund	3,276,416
Conservation Trust Fund	0
Cemetery and Perpetual Care Fund	336,840
Water Sales Tax Fund	1,913,428
Recreation Center Fund	3,527,443
Utility Enterprise Fund - Water	27,327,525
Utility Enterprise Fund – Waste Water	5,699,494
Storm Drainage Enterprise Fund	2,920,000
Golf Course Enterprise Fund	2,925,097
TOTAL FUNDS AVAILABLE FOR APPROPRIATION	<u>\$93,110,441</u>

Section 3

That the Budget appropriation herein summarized above does reflect uses exceeding sources by \$21,832,472; contained in 1) General Fund, 2) Contingency Fund, 3) Street Sales Tax Fund, 4) Storm Drainage Fund, 5) Library Fund, 6) Culture Parks and Recreation Fund, 7) Utility Enterprise Fund-Waste Water, 8) Golf Course Enterprise Fund. The variance is funded through use of Reserves in each fund listed.

Section 4

That the budget herein summarized above, by Fund, for the year 2026, and the Six Year Capital Improvements Program, as herein submitted for the years 2026-2031, be approved and adopted as the budget of the City of Fort Lupton, Colorado subject to adjustment of the property tax revenue based upon receipt of the final (December) certification of valuation from the county assessor.

Section 5

No expenditure of the funds of the City shall hereafter be made except in strict compliance with said budget, except that in the case of grave public necessity, emergency expenditures to meet unusual and unforeseen conditions, which could not, by reasonable, diligent thought and attention, have been included in the original budget, may from time to time be authorized by the City Council as amendments to the original budget through a Supplemental Appropriation.

Section 6

The Budget herein approved and adopted shall be signed by the Mayor and attested to by the City Clerk and made a part of the public records of the City.

Section 7

The City Council hereby finds, determines and declares that this Resolution is necessary for the immediate preservation of the public peace, health and safety, and that it serves a valid public purpose.

APPROVED AND PASSED BY THE FORT LUPTON CITY COUNCIL THIS 18th DAY OF NOVEMBER 2025.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved to Form:

Andy Ausmus, City Attorney

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
November 4, 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, November 4, 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, Claud Hanes, Michael Sanchez, Bruce Fitzgerald, David Crespín, Chris Ceretto and Valerie Blackston.

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

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 Bruce Fitzgerald to approve the agenda as presented. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the November 4 2025, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- October 18, 2025 City Council Budget Meeting Minutes
- October 21, 2025 City Council Meeting Minutes
- AM 2025-149 Award of Contract to Core Consultants, Inc for an Amount Not to Exceed \$47,000.00 for Engineering Services for the Survey of Denver Avenue for the Streetscape Project from the General Fund and FLURA
- AM 2025-150 Award of Contract to Bohannon Huston for an Amount Not to Exceed \$104,798 for Engineering Services Related to the Drought Response and Water

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
November 4, 2025**

Conservation/Efficiency Plan Funded by Grants from DOLA and CWCB Budgeted in the Utility Fund

- AM 2025-151 Approving Resolution 2025R048 INCREASING THE RATE FOR GREEN FEES AT COYOTE CREEK GOLF COURSE FOR THE 2026 SEASON
- AM 2025-153 Approve Mayor's Signing of Public Service Company of Colorado License Agreement for Water Line Access and Construction Along Highway 52 Frontage for the Water Tower Project
- AM 2025-155 Accepting a Bid Proposal from Norris Design to Serve as the Professional Design Firm to Develop Construction Documents for Koshio Park for an Amount Not to Exceed \$97,790.00, Allocated from the General Fund Parks Department
- AM 2025-156 Approving Resolution 2025R049 OPTING OUT UNCOMPENSATED ELECTED AND/OR APPOINTED OFFICIALS FROM THE WORKERS' COMPENSATION POLICY AND ADD THEM AND OTHER CITY VOLUNTEERS TO THE VOLUNTEER ACCIDENTAL MEDICAL PLAN FOR THE 2026 POLICY YEAR FOR THE AMOUNT OF \$322.40, ALLOCATED FROM GENERAL FUND

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2025-154 Accepting a Proposal from Elite Industries, Inc. for the Construction of the Rail Road Park North Trails Project for an Amount Not to Exceed \$121,921.00 to be Paid from the Conservation Trust Capital Projects Account

This project will rehabilitate Rail Road Park North to improve access to key community amenities and connect with existing community trail systems. The project will add walking/biking trails to Railroad Park North, from 4th Street to 9th Street. This project supports community access to public streets and parks while increasing the accessibility and use of multimodal transportation. The project will address public safety hazards, encourage more pedestrian/bicycle access, and activate walkable public spaces for residents and visitors. It will complete the final 1/3 of trail access along the Rail Road Park / Community Center Park corridor.

Staff opened a request for bids for this project which closed on October 22, 2025. The bid was for 1,850 liner feet of 8-foot-wide 4" concrete walking / biking trail around the park. Concrete will be replacing existing turf. The work will include clearing, grading, installation of 5" base and concrete and backfill.

Work shall include furnishing all labor, equipment, materials, tools, supervision, and any other items necessary or convenient to satisfactorily complete the work. Warranty period for concrete is 1 years. All work shall be completed in accordance with City of Fort Lupton Standards and Specification manual.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
November 4, 2025**

It was moved by David Crespín and seconded by Chris Ceretto to Accept a Proposal from Elite Industries, Inc. for the Construction of the Rail Road Park North Trails Project for an Amount Not to Exceed \$121,921.00 to be Paid from the Conservation Trust Capital Projects Account. Motion passed unanimously on roll call vote.

AM 2025-152 Refund of Portions of Permit Fees Collected after being Dropped from the Fee Schedule, Paid from the General Fund

After doing an in-house audit of our fee schedules it was found that some fees have been collected that need to be refunded to the applicants. In April of 2022, a new fee schedule for building permits was adopted and this fee schedule dropped the plumbing and mechanical fees. As part of our internal audit it was determined that the fees were not dropped from the invoicing system and have been collected since. Since we determined this happening, staff along with Safebuilt representative on our team have addressed the collections of such funds on present and future projects.

After discussions with the City Attorney it was determined that the fees need to be refunded. Council included a refund for a total amount of \$322,163.85 in the budget meeting. Through further review of each permit it has been determined that some other fees were not charged and will be offset in the amount needed to be refunded. The updated total refund is now at \$235,814.90 with the City's portion being \$94,325.96 and Safebuilt's portion being \$141,488.94. The City will refund the total amount from the General Fund and Safebuilt will write a check to the City for their portion.

It was moved by Claud Hanes and seconded by Bruce Fitzgerald to Refund of Portions of Permit Fees Collected after being Dropped from the Fee Schedule, Paid from the General Fund. Motion passed unanimously on roll call vote.

AM 2025-157 Approving the Agreement for Municipal Planning Services with Todd Hodges Design, LLC as the Planner for the City of Fort Lupton for a Two (2) Year Term with an Effective Date of November 4, 2025

Todd Hodges Design has been providing Planning Director services for the City of Fort Lupton since March of 2010. This action is to renew the agreement and defines compensation for the principal and associates. Rates will remain the same as in the current agreement. There is an increase in the hourly rates to start January 1, 2027. Todd Hodges Design, LLC has been critical in directing the planning and building department through growth periods and has assisted in the economic development of the City.

The contract holds the 2026 rate at the current level of \$130 per hour for Todd Hodges and \$83

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
November 4, 2025**

per hour for associates. These rates were used in the 2026 General Fund Budget.

The contract increases 2027 rates to \$135 for Todd Hodges and \$85 per hour for associates.

It was moved by Bruce Fitzgerald and seconded by David Crespin Approving the Agreement for Municipal Planning Services with Todd Hodges Design, LLC as the Planner for the City of Fort Lupton for a Two (2) Year Term with an Effective Date of November 4, 2025. Motion passed unanimously on roll call vote.

INFORMATION MEMORANDUM

IM 2025-017 Revision of the City of Fort Lupton “Design Standards for Public Improvements” and “Specifications for Construction of Public Improvements” to be known as the 2026 Version

The City’s “Design Standards for Public Improvements” and “Specifications for Construction of Public Improvements” were enacted pursuant of the Municipal Code and Title 31 of Article 16 of the Colorado Revised Statutes. The last revision to the City’s standards was in 2024. Revisions of the City Standards may be made as new technology and/or experience indicates a need for revision. These changes become effective upon approval by the City Administrator.

STAFF REPORTS

Doug Cook, Recreation Director, stated the Rec Center will be partnering with the Library for Cookies & Cocoa with Santa by hosting Winter Fest. He also stated the rec center had a Parks and Recreation staff training on Sunday November 2, 2025. The training involved a mock drowning where the Fire Department and EMS also participated. Mr. Cook feels like the training was very beneficial, especially for the life guards.

Andy Ausmus, City Attorney, praised Todd Hodges for his dedication to the City, to his staff, and to his projects. He stated it is a pleasure working with Todd.

William Carnes, Chief of Police, stated the Police Department will be hosting Cocoa with a Cop on November 15, 2025 at Copper Kettle at 9:00 a.m.

Todd Hodges, Planning Director, thanked Andy Ausmus for the kind words and thanked the Council for renewing his contract as the City’s Planning Director.

MAYOR/COUNCIL REPORTS

Mayor Hubbard and all Councilmembers expressed their appreciation for Todd and his commitment to the City.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
November 4, 2025**

FUTURE CITY EVENTS

November 5, 2025 Coffee with a Cop, Fort Lupton Recreation Center, 203 S. Harrison Ave. 8 a.m. - 9 a.m.

November 11, 2025 Veteran's Day, City Offices will be closed

November 15, 2025 Cocoa with a Cop, Copper Kettle, 737 Denver Ave., 9:00 a.m.

December 6, 2025 Winter Fest & Cookies & Cocoa with Santa, Library, 370 S. Rollie Ave.

UPCOMING MEETINGS

November 12, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

November 18, 2025 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

November 25, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

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

ADJOURNMENT

The meeting adjourned at 6:19 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor



SUBJECT FOR DISCUSSION

Authorize the City Administrator to Accept a Service Agreement from Dig Deep to Provide Grants-Related Technical Assistance Services for the 2026 Year.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Fort Lupton (City) has worked with Dig Deep Research, LLC (Dig Deep) to provide professional services in fiscal year 2025 to help secure grants for the City's priorities. This service agreement continues services, with a new scope that targets Technical Assistance Tasks to assist with grant writing pursuits and funding opportunities for the 2026 year.

Staff has been working with Dig Deep on several different fronts from park grants to utility funding. This service agreement will allow for the work and additional opportunities to continue as we work to secure grants for projects across the city.

FINANCIAL CONSIDERATIONS

The total for 12 months of work is \$72,000 or \$6,000 per month For Strategic Grant Planning. The Agreement also has 4 optional Technical Assistance tasks orders for identified areas, as additional support to staff and grant pursuits. The full \$323,200 would be budgeted in the General Fund's 2026 budget. A discount down to \$309,950 is available if paid at the front end of the term.

LEGAL/POLITICAL CONSIDERATIONS

This is a continuation of service from the 2025 agreements.

ALTERNATIVES/OPTIONS

Accept the Service Agreement.
Do not accept the Service Agreement.

STAFF RECOMMENDATIONS

Staff recommends approval.

Attachments: a. 2026 Service Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Professional Services Agreement

PREPARED FOR:

Chris Cross, City Administrator
City of Fort Lupton, CO

DATE ISSUED:

October/2025

Don't let grant funding go down the drain.

1. Overview

This agreement is made as of the _____ day of _____/_____/_____, by and between Dig Deep Research, LLC, a Colorado limited liability corporation ("Consultant"), and City of Fort Lupton ("Client").

Whereas the Client intends that Consultant shall perform services for the Client relating to identification and application for government grants, loans, and other infrastructure funding sources (i.e., principal forgiveness) for capital improvement projects; and

Whereas Consultant represents that it has the present capacity, is experienced and qualified to perform the services for the Client as hereinafter provided in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations set forth herein, the Parties mutually agree as follows:

2. Terms Of Agreement

Section 1 - Scope of Work

- A. Consultant agrees to provide the services as stated in the Scope of Work specified in Attachment A, attached hereto, and incorporated into this Agreement.
- B. Nothing in this Agreement shall be construed as placing any obligation on the Client to proceed with any tasks beyond those which have been specifically authorized in writing by the Client.
- C. The Client may, from time to time and in its sole discretion, require changes in the scope of the services of the Consultant to be performed herein. Changes may include, but not be limited to, the type and scope of services provided by Consultant. Such changes, which are mutually agreed upon between the Client and Consultant, shall be incorporated in written change orders, amendments, additional Scopes, or extensions to this Agreement.

Section 2 – Authority

- A. Chris Cross, City Administrator ("Project Manager") shall be the Client's Project Manager and the Client's authorized representative. The Project Manager is responsible for authorizing and approving all Work performed under this Agreement. The Project Manager is

authorized to make decisions on behalf of the Client related to the Work.

- B. Fernando Gonzalez ("Consultant's Representative") is Consultant's representative for the work. Consultant's Representative shall have sufficient authority to represent and bind Consultant in those instances when such authority is necessary to carry out Consultant's responsibilities and obligations under the terms of this Agreement.

Section 3 – Schedule

- A. This Agreement shall go into effect upon the last date of execution by the Parties below, with work commencing and ending on the date identified in Scope of Work specified in Attachment A.
- B. Client acknowledges time shall be of the essence in Client's duty to respond to Consultant's requests for information or provision of documents, to make invoice payments and expense reimbursements, and to comply with any written notice of failure to cooperate. Failure to provide requested information or documentation by the date set by Consultant may impede progress of the Services. Similarly, time is of the essence for Consultant to perform the Services.

Section 4 - Compensation

- A. The compensation to be paid Consultant under this Agreement, as provided hereinafter, covers the entire cost of the Services under this Agreement. The initial compensation of this Agreement is detailed in Attachment A, attached hereto, and incorporated into this Agreement. The Client may, from time to time and in its sole discretion, appropriate additional amounts to extend this Agreement and or add additional and/or continuing scope(s) of work.
- B. The Client shall pay Consultant in accordance with the terms of this Agreement as reflected in the Fee Schedule set forth in Attachment A.
- C. Consultant shall submit monthly invoices to be approved by the Client's Project Manager. Consultant shall submit monthly invoices no later than the fifth (5th) calendar day of the month after which the work was performed; provided, however, that if that day falls on a weekend or holiday, then monthly invoices shall be submitted no later than close of business on the next regular business day of the month. Invoices shall be paid within fifteen (15) days of submission.

Section 5 – Staffing and Subcontractors

- A. Consultant shall insure the quality, timeliness, and continuity of services are maintained through the duration of the project. Consultant shall avoid changes to key project personnel to the extent possible.
- B. Consultant shall be responsible for any Work performed under this Agreement, including any portion of the Work performed by other individuals or firms. Nothing contained herein shall create any contractual relationship between any additional persons and/or firm(s) and the Client.

Section 6 – Client’s Responsibilities

- A. The Client shall:
 - a. Provide available information to Consultant that Consultant deems necessary to perform the Work;
 - b. Give prompt notice to Consultant whenever the Client observes or otherwise becomes aware of any deficiencies or discrepancies in the Services provided;
 - c. Furnish, or direct Consultant to provide, at the Client's expense, any necessary additional services, but only if approved by Client;
 - d. Examine all documents submitted by Consultant, and, if requested by Consultant, provide comments and decisions in a timely manner in order to allow the Consultant's work to proceed.
 - e. Prepare, assemble, and submit any funding applications not covered by a Specific Task Order. Any decision by the Client not to submit a proposal for funding will not affect the terms of this contract.
- B. Consultant shall not be liable for delays in performing the Work when such delays are caused by the Client, the Client's other Consultants, or by events which are outside of the control of the Parties and which events could not be avoided by the exercise of due care.

Section 7 – Mutual Obligations

- A. This Agreement does not guarantee to Consultant any additional or future work except as expressly authorized herein.
- B. This Agreement does not create or imply an exclusive agreement between Consultant and the Client.

- C. The Services and any and all interests contemplated under this Agreement shall not be assigned or otherwise transferred except with the written consent of the Client.
- D. All documents of any nature prepared by Consultant in connection with the Services provided by Consultant under the terms of this Agreement shall become the property of the Client.

Section 8 - Termination

- A. Either party may terminate this Agreement upon written notice to the Project Manager or Consultant's Representative (as applicable). Electronic mail shall be considered adequate written notice.
- B. In the event of termination by either party prior to completion of the Scope of Services described in Attachment A, Consultant shall submit a final invoice. The amount of the final invoice shall include all unpaid authorized services and authorized expenses incurred up to the date of the termination notice.
- C. Ownership of Work Product. In the event of termination, all finished and unfinished Project deliverables prepared by Consultant pursuant to this Agreement shall become the sole property of the Client, provided Consultant is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Consultant shall not be liable with respect to the Client's subsequent use of any incomplete work product, provided Consultant has notified the Client in writing of the incomplete status of such work product.

Section 9 - General Provisions

- A. Consultant will treat all information gained from Client as confidential and proprietary to Client.
- B. Independent Contractor – The relationship of the Consultant to the Client shall be that of an independent contractor and not of an officer, employee, or agent of the Client.
- C. Integration – This Agreement (including Attachment A) sets forth all of the terms and conditions of the consulting relationship between Consultant and Client. This Agreement may be modified only in writing signed by both parties.
- D. Client understands that the Consultant will work diligently and zealously on their behalf, within the bounds of the Consultant's ethical obligations. Consultant cannot guarantee the outcome of any pursuit.

Section 10 – Indemnification

- A. Consultant shall defend, indemnify, and hold harmless the Client, its officers, directors, agents and employees, from any claims by a third party, including attorneys' fees, arising out of acts or omissions of Consultant in connection with work performed pursuant to this Agreement.

Section 11 – Severability

- A. The provisions of this Agreement are severable; if any provision is held invalid or unenforceable, the Agreement shall be enforced to the maximum extent permissible, and the remaining provisions will continue in full force and effect. Any modification of this Agreement will be effective only if in writing and signed by both Client and Consultant which explicitly states its intention to modify this Agreement.

Section 12 - Choice of Law and Choice of Forum

- A. This Agreement shall be governed by the laws of the State of Colorado. In the event of any dispute arising from this Agreement, parties prefer to resolve without resorting to litigation. Any lawsuit arising from this Agreement shall be filed in the Circuit Court of Weld County, Colorado.

Attachment A

2026 Scope of Work

1. Overview

Dig Deep Research, LLC (“Dig Deep”), a Colorado-based funding strategy advisory firm, proposes to provide the City of Fort Lupton (“Client”) tailored guidance on priority infrastructure projects and overall funding readiness. This Scope of Work describes the activities, schedule, and cost for Professional Services and Technical Assistance tasks to help the Client advance its grant pursuit efforts starting January 1, 2026 through December 31, 2026.

2. Scope of Work

Task 1: Strategic Grants Planning Services

Research & Analysis: Consultant will collaborate with Client to identify Client's most fundable capital improvement projects and produce an action plan for pursuing the best funding prospects in 2026 and 2027.

Consulting and Capacity-Building: Consultant will hold regular conference calls with Client to identify and address any potential gaps in grant-readiness and provide clear guidance on next steps in the grant-seeking process. Consultant's services and deliverables will be customized based on Client needs usually consisting of a combination of the following:

- Monitoring and evaluating government grant opportunities for utility projects
- Evaluating competitiveness for specific state and private grant programs
- Assessing funding potential to make a pursuit decision
- Designing the pursuit strategy for targeted funding programs, which consists of important planning, design, and budgeting work that is required prior to starting an application
- Making recommendations to improve readiness and competitiveness to pursue funding
- Recommending ways to re-package or re-design projects to be more “fundable” and competitively positioned

- Providing City staff with support and training in grant-seeking for infrastructure projects
- Coordinating and facilitating quarterly team meetings
- Share best practices in grant-seeking process

Task 2: Advisory Services

For this task, Dig Deep's CEO (Tia Cavender) will work together with City Administrator to explore and devise funding solutions, improving the City's ability to plan its capital grant-seeking efforts in advance, and to develop its projects to be as competitive as possible.

Together, they will discuss relevant grant-related topics, including quantifying future funding needs, exploring project ideas and conceptual projects, problem-solving timing issues, and discussing tactics for grant success. These sessions will provide the City with continual, on-call access to a trusted grant advisor. Advisory work will include activities (but is not limited to):

- Conduct regular advisory sessions (up to 4 scheduled meetings per month) to discuss grant-related matters
- Participate in planning meetings for projects relevant to capital grants
- Identify ways to enhance project's ideas and concept to add fundable features
- Provide ad-hoc technical assistance regarding grant matters when preparing for Board meetings or funder meetings
- Explore long-term funding strategies for capital planning purposes
- Facilitate discussions with potential funding agencies to discuss project concepts and ideas

Task 3 – Technical Assistance – Non-Potable Water Project

This task will help the City advance two funding pursuits for the Non-Potable Lagoon Project. Work will include the following activities:

- Help develop a long-term comprehensive funding plan for the city-wide non-potable water system
- Assist city staff with the preparation of one CWCB Grant application package (identified as "CWCB #2") for one funding cycle in 2026

- Assist city staff with the preparation of one EIAF grant application package (Tier I or II) for one funding cycle in 2026
- Help City in its efforts to identify, cultivate, and leverage partnership opportunities with key stakeholders
- Review written materials prepared by city staff, including applications and support materials
- Participate in project and planning meetings as needed
- Make recommendations to help improve the project competitiveness
- Plan and facilitate two funder cultivation events to help build relationships with state, private and or corporate funding agencies

Task 4 – Technical Assistance – Parks & Trails Projects

This task will help the City advance one funding pursuit for the Koshio Park Project and provide top prospects for city-wide Parks & Trails Master Plan. It will include the following activities:

- Establish and cultivate relationships with private and corporate foundations
- Assist city staff with the preparation of one grant application package, for one funding cycle in 2026
- Review written materials prepared by city staff, for the chosen pursuit, including narrative content, budget, and auxiliary materials
- Participate in project and planning meetings as needed
- Make recommendations to improve the project competitiveness
- Plan and facilitate one funder cultivation event with a corporate or private foundation
- Create a list of funding prospects to contribute to the development of a city-wide Parks & Trails Master Plan

Task 5 – Technical Assistance – CDS Pursuit

This task will prepare City staff to protect project awards and pursue line-item investments from state and federal elected officials to keep and capture new capital investments. The proposed task will focus on Congressional Directed Spending (CDS) and Elected delegation support for grants and loans. Work will include the following activities:

- Build capacity to capture and keep state and federal funding as a complement to existing fund development efforts and define new pursuits.
- Develop and prioritize a list of capital projects to introduce to the Fort Lupton delegation for FY26 - 30.
- Develop top line talking points to support the need for capital investment. Increase awareness of Fort Lupton's successes attracting capital investment, rate payer protection performance and affordability, planning & development demands, economic opportunities, and capital investment needs in future fiscal years.
- Evaluate and recommend professional supports required to pursue federal and state funding.
- Engage federal, state, and local elected officials to raise awareness of Fort Lupton's capital investment needs in future fiscal years.
- Establish specific pursuits for CDS, federal and state loans and grants.

3. Exclusions

None of the tasks described above include any of the following activities:

- Grant writing and application submittal
- Creating and refining budget and cost estimates for application packages
- Loan research and applications
- Engagement with federal agencies (loans or grants)
- Government relation activities
- Critical review for other applications or projects not listed in this scope of work
- The technical assistance activities will not be performed for projects not listed in those tasks.
- Post-award or grant management activities for any pursuits

These activities can be contracted separately if desired.

4. Terms & Fees

The total investment for calendar year 2026, for the base Task Order (Tasks 1-4) is **\$323,200**. Below is the individual tasks breakdown:

- Task 1 (SGP) – Total fee is **\$72,000**.
- Task 2 (Advisory Services for Capital Grants) – Total fee is **\$31,850**.
- Task 3 (Non-Potable Water Project) – Total fee is **\$98,700**.
- Task 4 (Parks & Trails Project) – Total fee is **\$63,150**.
- Task 5 (CDS Pursuit) – Total fee is **\$57,500**.

If Client opts to pay the 12-month engagement, for all 4 tasks, in one lump sum at the start of work, Client will receive a discount of **\$13,250** (~4%) applied to the total fee, reducing it to **\$309,950**.

5. Acceptance

Client: City of Fort Lupton

Signature: _____

Name/Title: _____

Date: _____

Dig Deep Research, LLC

Signature: _____

Name/Title: _____

Date: _____



SUBJECT FOR DISCUSSION

Approving a Resolution for the Annual Review and Changes to the Level 1 Cybersecurity Maturity Model Certification Guidelines

SUMMARY STATEMENT/BACKGROUND DISCUSSION

In 2024, staff conducted a review, implemented modifications to align with the City's requirements, and updated the Level 1 Cybersecurity Maturity Model Certification (CMMC) guidelines mandated by the federal government. These guidelines must be reviewed and revised annually as necessary.

There were five minor updates to the document:

PE.L1-3.10.5 – Control and manage physical access devices

- Under Policy Statement, we added “g: Screen Lock -Out, in times of user inactivity, the screen time out is set to 5 minutes, where the user will have to login again”

SC.L1-3.13.5 – Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks

- Under Policy statement, we added a “,” and “Public Wifi” after Kiosk

SI.L1-3.14.4 – Update malicious code protection mechanisms when new release are available

- We moved from Cynet Endpoint Protection to Huntress Endpoint Protection (changed Cynet to Huntress)

SI.L13.14.5 – Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened or executed

- We moved from Cynet Endpoint Protection to Huntress Endpoint Protection (changed Cynet to Huntress)

AC.L1-3.1.2 – Identity and Access Management Policy

- Changed the minimum password policy from 10 to 14

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Staff recommend approving the annual review and changes to the Level 1 CMMC Guidelines

Attachments:

- a. CMMC Level 1.zip
- b. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Authorized Systems Access Policy

AC.L1-3.1.1

Date Approved: July 16, 2024	Last Update: October 31, 2025
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Purpose:

Access to information systems and data at the City of Fort Lupton (CFL) should be restricted to those users and processes acting on behalf of users who have a demonstrable need to access those systems and data in order to perform their job duties. The purpose of this policy is to maintain an adequate level of security to protect CFL data and information systems from unauthorized access. This policy defines the rules necessary to achieve this protection and to ensure a secure and reliable operation of CFL information systems.

Policy:

1.1 Access

1.1.1 Only authorized users are granted access to information systems, and users are limited to specific defined, documented, and approved applications and levels of access rights. Computer and communications systems access control is to be achieved via user IDs that are unique to each individual user to provide individual accountability.

1.1.2 Who is Affected: This policy affects all employees, contractors, consultants, temporary employees and business partners. Users who deliberately violate this policy will be subject disciplinary action listed in the employee handbook policy 1.1.2

1.1.3 Affected Systems: This policy applies to all computer and communications systems owned or operated by The City of Fort Lupton and its subsidiaries. Similarly, this policy applies to all platforms (operating systems) and all applications systems.

1.1.4 Entity Authentication: Users (remote or internal), accessing CFL networks and systems, must be authenticated. The level of authentication must be appropriate to the data classification and transport medium. Entity authentication includes but is not limited to:

- Unique user identifier (user ID)
- At least one of the following:
 - o Biometric identification
 - o Password

- o Personal identification number (PIN)
- o Multi-Factor Authentication (MFA)
- o Token

1.1.5 Third Party Access: Individuals who are not employees, contractors, consultants, or business partners must not be granted a user-ID or otherwise be given privileges to use the CFL computers or information systems unless the written approval of the Director of Information Technology has first been obtained. Before any third party or business partner is given access to CFL computers or information systems.

1.1.6 Unauthorized Access: Users are prohibited from gaining unauthorized access to any other information systems or in any way damaging, altering, or disrupting the operations of these systems.



Identity and Access Management Policy

AC.L1-3.1.2

Date Approved: July 16, 2024	Last Update: October 31, 2025
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Purpose:

This policy describes types of electronic identities in use for systems and applications at The City of Fort Lupton (CFL); criteria for creating identities and accounts; how identities should be authenticated; how authorizations should be managed; and how accounts and privileges should be deprovisioned.

Policy Statement:

Part I: Responsibilities of the Individual

Every person with access to CFL systems is responsible for selecting strong passwords, keeping the passwords secure, and reporting any unauthorized use of accounts. Users must:

1. Create strong and unique passwords with a minimum of 14 characters, uppercase, lowercase, numbers, and symbols, per account to keep accounts and systems secure.
2. Not share passwords related to any CFL system with any other person.
3. Not use passwords related to any CFL system for non-CFL accounts.
4. Immediately change passwords and notify the appropriate system administrator and/or Information Security if there is reason to believe that a password has been improperly disclosed, accessed or used by an unauthorized person.
5. Use privileges associated with an account only for the purpose for which they were authorized and no more.
6. Use privileged accounts and authorizations only when such privilege is needed to complete a function.
7. Log off or use screen locking technologies that require authentication when leaving a device unattended.

Part II: Responsibilities of Information Systems Staff

This part of the policy applies to all CFL staff or contractors who configure and/or maintain devices and applications for the company.

A) Accounts

Account Types

There are three types of accounts at CFL:

User Accounts: These are uniquely associated with a specific person. These accounts may either exist in a central repository to which systems may federate to consume the identity and authentication information, or they may be created locally on a system or device where federation is not practical or possible. The use of the centrally created account with Directory authentication is always the preferred method.

Shared Accounts: Shared accounts are created to support multiple users sharing the same identity. For example, these may be created when there is a need to share a set of resources or because a poor product implementation requires it. The use of shared accounts should be discouraged as it lacks accountability.

Service Accounts: A service account is used when it is necessary for systems or applications to authenticate to other systems or applications without any association to a person. These accounts should be created sparingly and documentation of the purpose for them should be kept. Their use must be periodically reviewed. Further, the password requirements for service accounts must be no less stringent than user accounts. Finally, service accounts may not be used by people to authenticate aside from initial testing. Service accounts with elevated privileges must be closely monitored for abuse.

Privileged Accounts

Certain accounts may have extra privileges related to the management of a device or application. This is often thought of as an account type, but it is more accurately described as an account with privileged authorizations. Administrative privilege can be added to any of the three account types. Having at least one account with privileges is generally unavoidable but the use of privilege should be limited and the direct use of shared accounts with privileges should be discouraged as it lacks accountability.

Enterprise Directory Services

Information about centrally created accounts and identities are stored in a central directory run by Information Services and Technology. The most common implementations of the directory service are Active Directory (AD) and Lightweight Directory Access Protocol (LDAP). Company information systems should use enterprise directory services whenever possible and avoid creating local accounts and authorizations.

Non-centrally Managed Accounts

When accounts or authorizations are created outside of the enterprise directory and/or enterprise authentication system, the department creating the accounts must define the procedure by which they will be approved and created. The procedure must be consistent with the guidelines expressed for

centrally managed accounts.

B) Authentication

Authentication is the process by which a system or application confirms that a person or device really is who or what it is claiming to be and through which access to the requested resource is authorized.

Strong authentication protocols help both to protect personal and City information and prevent misuse of company resources.

All accounts, centrally defined or not, must require authentication before use, except in rare cases when it is necessary to use an account that does not require authentication for “anonymous” access.

Anonymous access may be used only for information classified as Public.

Types of Authentications

Authentication may take many forms. Authentication is generally broken down into three types:

Something you know: The most common forms are a password, pin, or pattern.

Something you have: The most common forms are a hardware token, certificate, or a software authenticator like Duo or Google Authenticator.

Something you are: This category is often called biometric authentication and the most common form is fingerprint readers including Apple’s Touch-ID.

Multifactor Authentication (MFA) involves combining more than one authentication type and generally provides a stronger assurance of the person’s identity. Combining only two of the types is called two-factor authentication (2FA).

Enterprise Authentication Services

Authentication credentials for centrally created accounts and identities are stored in central repositories run by Information Services and Technology. Passwords are stored centrally in a Kerberos database. We support multifactor authentication through the Duo service to which enrollment is centrally managed by Information Security.

Shared and Service Accounts

Credentials for accounts that are shared or used by systems or applications must be handled carefully.

Observe the following rules when managing these credentials:

1. Ensure that only people with a need to know a password have access to it.
2. Where reasonable, use multifactor authentication for these accounts, especially on accounts that have privilege such as application or system administrator accounts.
3. Where reasonable, require the individual to authenticate to the system as an individual first and then switch to the administrator account.
4. Change the password associated with the account any time a person with knowledge of it ends their affiliation with the company.
5. Avoid saving passwords in scripts and configuration files that can be read by others.
6. Where possible, apply secondary controls on how these accounts may be used such as by controlling where the accounts be used from (on premises only, e.g.) or when (working hours only).

Application and System Administrator Responsibilities

Any person charged with the responsibility of setting up a system or application that requires authentication must configure the system to enforce our authentication policy (below) to the extent possible within the system or application. Variances from the stated authentication policy for Restricted Use systems must be approved by Information Security.

Authentication Policy

1. Whenever possible and reasonable, any application or system, whether on premise or in the cloud, should use federated authentication over local accounts and passwords.
2. The minimum password length is 10 characters. 12 or longer is recommended.
3. Passwords must be complex. The password must contain at least three of the following four-character sets: Lowercase letters, Uppercase letters, Numbers, Special characters.
4. Use multifactor authentication for all Restricted Use systems and applications and where otherwise reasonable to do so. If a system or application that contains Restricted Use information cannot support multifactor authentication a compensating control must be used, and the plan must be approved by Information Security.

Additional Authentication Recommendations and Compliance Specific Requirements

1. Users are required to change passwords periodically.
2. Consider a policy that prevents users from reusing the same password.
3. Consider locking access to accounts after multiple failed authentication attempts within a period of time such as 3 failed attempts in 5 minutes. Locked accounts should remain unusable for at least 10 minutes or until unlocked by a system or application administrator.

Principles of Authorization

Least Privilege

An authorization should only provide the privileges required for the function to be performed and no more. Following this principle helps ensure proper workflows are followed and access to functions that may expose data is contained as much as possible.

Separation of Duties

When an authorization is granted to an account it must be approved by multiple individuals. Multiple approvers ensures that the Principle of Least Privilege is followed from both a technical and process perspective, decreases opportunity for conflict of interest or fraud, and reduces the risk of error. As applied to authorization, separation of duties requires that the administrative and technical approver are not the same person, or if they must be, then the Data Custodian is not filling either role.

Roles in Authorization

Authorizing an account to use a system or application is a distributed responsibility shared by Information Services & Technology, our IT partners, and sometimes external partners who might create authorizations at our direction.

Data Custodians

In general, these authorizations are granted by “Data Custodians”, who are entrusted with the maintenance of the data. These are typically Systems Administrators, Database Administrators, or Application Administrators. These individuals are responsible for executing the approved account definition/modification/removal request, after validating that appropriate approvals have been granted.

Data Trustees

Data Trustees are leaders entrusted with the responsibility to ensure that company data is used appropriately. Their full jobs are defined in the Data Access Management Policy. Within authorization, they have a special role when approving access to data types that have an associated Trustee, also defined in the Data Access Management Policy Access Management Policy.

Administrative and Technical Approvers

All requests for authorization must be approved from an administrative and technical approver. These approvers must be two different people to ensure separation of duties. These approvers are responsible for ensuring the Principle of Least Privilege is applied from their respective viewpoints.

Administrative Approval: The administrative approval confirms that the authorization requested is needed to perform a required function. The approver should sufficiently understand the full scope of the authorization being granted before making a decision and ensure Least Privilege is applied.

Technical Approval: The technical approval confirms that the privilege requested is required to achieve the approved administrative need. The approver should sufficiently understand the full scope of the authorization being granted before making a decision and ensure Least Privilege is applied.

Information Security

Information Security is solely responsible for authorizing privileged access to servers and applications that process or store client data and any system containing Restricted Use information. Information Security will confirm that the user to be authorized has signed the appropriate confidentiality agreement(s), taken appropriate training, and/or holds appropriate credentials for accessing the resource.

Application and System Authorizations

Authorizing access may be automated based on a person’s membership in a specific group or a manual process. When authorizing a person to use an application or a system, a Data Custodian must adhere to the following authorization policy.

Authorization Policy

Before granting access to a system or application, the Data Custodian must ensure the following policy is adhered to:

1. Use role-based authorization schemes over individual authorizations whenever practical.
2. Be as granular as possible in your authorizations.
3. Ensure that the authorization has the appropriate approvals:
 - a. Administrative and Technical Approvals are always required. These approvers must:
 - i. Ensure the principles of Least Privilege and Separation of Duties are applied.
 - ii. When approving privileges to a shared account consider everyone who has access to that account and whether or not such privilege is appropriate for everyone.
 - b. All requests for access to data for which there is a Data Trustee must be approved by the Data Trustee.
 - c. All requests for access to a system or application containing Restricted Use information have been approved by Information Security.
4. Privileged access may be granted permanently only if that specific person's job duties routinely require that level of access, otherwise, the access must be temporary.
5. All authorization requests must be documented, including the nature of the request, the time period for which it has been granted, all related approvals that were obtained, and the names of the approvers.

Pre-authorized requests

As appropriate, the Data Trustee may pre-approve authorizations for roles that always need such authorizations. Pre-authorization for privileged account authorizations may be considered but are generally discouraged.

C) Deprovisioning

Systems and applications should be designed and deployed in a way that facilitates easy removal of a person's authorizations and accounts at appropriate times.

Centrally Managed Accounts and Authorizations

The enterprise level accounts or authorizations that are listed in the enterprise directory service and have authentication credentials in our enterprise authentication services shall be deprovisioned in accordance with the policies of our Identity and Access Management service, adhering to the principles that:

1. Individuals with no affiliation with the company should not have an account.
2. Accounts for individuals with no lasting associations with the company should only exist for a limited period of time without reauthorization.

Non-Centrally Managed Accounts and Authorizations

When accounts or authorizations are created outside of the enterprise directory and/or enterprise authentication system, the department creating the accounts must define a mechanism to deprovision the account in a timely fashion (generally within a few business days unless a specific time frame is requested) and consistent with the conditions expressed for centrally managed accounts.

NOTE: It is insufficient to rely on the central deprovisioning of accounts as a method of terminating locally deployed authorizations, as the timeliness of the account deprovisioning is dependent on a

number of factors that are beyond the control of the local systems and application administrators.

D) Auditing

Audit Trail

Data Custodians are responsible for ensuring that an audit trail of activity exists that includes the following:

- Ensuring that any account or authorization created, delete, removed, or changed is audited in a system of record and available for review. This log would contain proof of approvals for the creation, deletion, removal, or change and the system and any system or application level log that the account or authorization was modified, if such can be logged.
- Any system or application that authenticates or authorizes an account to take an action should log that activity to a standard location and format. The log should include both successful and failed authentications and authorizations.
- Ensuring that the system or application audit logs are properly configured and functioning normally over time.
- Conducting routine audits of account and authorization activity to ensure that only authorized use is occurring and maintain audit documentation accordingly. As part of this audit:
 - Provide a list of accounts with privileged access to the appropriate management approvers for review.
 - Support and encourage periodic review by Data Trustees for information covered under a Trustee's responsibilities.

Account and Authorization Audits

Information Security may make routine or ad-hoc requests to audit the accounts and authorizations of any company information system along with the associated audit trail. These audits will ensure that accounts and authorizations are consistent with this document, including that:

1. There is a request for every account with elevated privilege, shared account, or service/process account;
2. The request was approved both by an administrative and technical manager;
3. The request is compliant with applicable regulation, policy, best practice;
4. The granted privileges were indeed required for the approved administrative use;
5. Requests for temporary privileges are expired on the agreed expiration date;
6. Every account is held by a person still at the company; and
7. The account holder's job function still requires the granted privilege.

Exceptions

Information Security is authorized to grant exceptions to the requirements set forth in this document. Any exception granted will require a thorough review of the situation and the implementation of appropriate compensating controls.

In addition, Information Security may publish directives aimed at clarifying the intent of a standard to aid in the interpretation of this policy.



External Connections Policy

AC.L1-3.1.20

Date Approved: July 16, 2024	Last Update: October 31, 2025
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Purpose:

This is intended to address policy and procedures for the use of external information systems regarding access and information handling.

Policy:

The City of Fort Lupton (CFL) establishes terms and conditions, consistent with any trust relationships established with other organizations owning, operating, and/or maintaining external information systems, allowing authorized individuals to:

1. Access company information systems from the external information systems; and
2. Process, store, and/or transmit company-controlled information using the external information systems.

Control Enhancements for Sensitive Systems:

1. CFL permits authorized individuals to use an external information system to access the information systems or to process, store, or transmit company-controlled information only when CFL:
 - a. Can verify the implementation of required security controls on the external system as specified in CFL’s information security policy and security plan; or
 - b. Has approved information systems connection or processing agreements with the organizational entity hosting the external information system.
2. CFL limits the use of company-controlled portable storage media by authorized individuals on external information systems.



Control Public Information

AC.L1-3.1.22

Date Approved: July 16, 2024	Last Update: October 31, 2025
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Purpose:

In accordance with laws, Executive Orders, directives, policies, regulations, or standards, the public is not authorized access to nonpublic information (e.g., information protected under the Privacy Act, CUI, and proprietary information). This requirement addresses systems that are controlled by the organization and accessible to the public, typically without identification or authentication. Individuals authorized to post CUI onto publicly accessible systems are designated. The content of information is reviewed prior to posting onto publicly accessible systems to ensure that nonpublic information is not included.

Policy:

- a. Designate individuals authorized to make information publicly accessible;
- b. Train authorized individuals to ensure that publicly accessible information does not contain nonpublic information;
- c. Review the proposed content of information prior to posting onto the publicly accessible system to ensure that nonpublic information is not included; and
- d. Review the content on the publicly accessible system for nonpublic information and remove such information, if discovered.



Identify Information System Users, Processes Acting on Behalf of Users, or Devices

IA.L1-3.5.1

Date Approved: July 16, 2024	Last Update: October 31, 2025
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Purpose:

Authentication helps City of Fort Lupton (CFL) to know who is using or viewing company systems. It is required to assign individual, unique identifiers, like user names, to all employees/users who access company systems. Confirmation of the identities of users, processes, or devices is required before allowing them access to the company's information systems - usually done through complex passwords.

Policy Statement:

CFL users include employees or individuals that CFL deems to have equivalent status of employees (e.g., contractors, guest researchers). This control applies to all accesses other than:

- (i) accesses that are explicitly identified; and
- (ii) accesses that occur through authorized use of group authenticators without individual authentication. CFL may require unique identification of individuals in group accounts (e.g., shared privilege accounts) or for detailed accountability of individual activity. CFL employs passwords, tokens, or biometrics to authenticate user identities, or in the case of multifactor authentication, some combination thereof. Access to organizational information systems is defined as either local access or network access. Local access is any access to organizational information systems by users (or processes acting on behalf of users) where such access is obtained by direct connections without the use of networks. Network access is access to organizational information systems by users (or processes acting on behalf of users) where such access is obtained through network connections (i.e., nonlocal accesses). Remote access is a type of network access that involves communication through external networks (e.g., the Internet). Internal networks include local area networks and wide area networks. In addition, the use of encrypted virtual private networks (VPNs) for network connections between organization-controlled endpoints and non-organization-controlled endpoints may be

treated as internal networks from the perspective of protecting the confidentiality and integrity of information traversing the network.

Organizations can satisfy the identification and authentication requirements in this control by complying with the requirements in Homeland Security Presidential Directive 12 consistent with the specific organizational implementation plans. Multifactor authentication requires the use of two or more different factors to achieve authentication. The factors are defined as:

- (i) something you know (e.g., password, personal identification number [PIN]);
- (ii) something you have (e.g., cryptographic identification device, token); or
- (iii) something you are (e.g., biometric).

Multifactor solutions that require devices separate from information systems gaining access include, for example, hardware tokens providing time-based or challenge-response authenticators and smart cards such as the U.S. Government Personal Identity Verification card and the DoD common access card. In addition to identifying and authenticating users at the information system level (i.e., at logon), organizations also employ identification and authentication mechanisms at the application level, when necessary, to provide increased information security.



Authentication of Users

IA.L1-3.5.2

Date Approved: July 16, 2024	Last Update: October 31, 2025
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Purpose:

In order to maintain confidentiality and integrity of its data and systems, City of Fort Lupton (CFL) requires the authentication of each user, process or device that accesses CFL network resources. Individual, unique identifiers, like usernames, are to be assigned to all employees/users who access CFL systems. Confirmation of the identities of users, processes, or devices before allowing them access to the company's information system-usually done through passwords.

Policy Statement:

Only authorized users are granted access to information systems, and users are limited to specific defined, documented, and approved applications and levels of access rights. Computer and communications systems access control is to be achieved via user IDs that are unique to each individual user to provide individual accountability. This policy affects all employees, contractors, consultants, temporary employees and business partners. Users who deliberately violate this policy will be subject disciplinary action. This policy applies to all computer and communications systems owned or operated by CFL and its subsidiaries. Similarly, this policy applies to all platforms (operating systems) and all applications systems.



Information Processing Equipment Disposal Policy

MP.L1-3.8.3

Date Approved: July 16, 2024	Last Update: October 31, 2025
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Purpose:

The constantly-growing dependence on information technology continually increases the amount of information processing equipment employed by City of Fort Lupton (CFL), with a corresponding increase in the frequency and quantity of hardware failure. Planned obsolescence combined with rapid technology advances have led to more frequent replacement of information processing equipment. The increasing volume of electronic waste potentially containing sensitive data presents the need to dispose of obsolete and failed equipment in an environmentally sound manner while ensuring that no sensitive information is allowed to leave the control of CFL.

Policy Statement:

CFL implemented standards and procedures to control the disposal and destruction of information processing equipment.

In order to minimize generation of electronic waste, the Information Technology department will always make the most efficient use of information processing systems and resources while endeavoring to extend the service life of all information processing equipment.

Prior to disposal, all data storage devices will be securely wiped in a manner that overwrites/replaces all stored information with random or repetitive bits per DoD standards and eliminates any possibility of original data recovery. Devices that cannot be securely wiped will be physically destroyed in a way that all storage components are rendered physically incapable of reassembly and re-use.

To the maximum extent reasonably possible, all electronic waste generated by CFL will be disposed of through an e-waste recycler. All surplus must be declared and approved for disposal by Council.



Limit physical access to organizational information systems, equipment and the respective operating environments to authorized individuals

PE.L1-3.10.1

Date Approved: July 16, 2024	Last Update: October 31, 2025
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Purpose:

This requirement applies to City of Fort Lupton (CFL) employees, individuals with permanent physical access authorization credentials, and visitors. Authorized individuals have credentials that include badges and identification cards. Departments determine the strength of authorization credentials needed consistent with applicable laws, directives, policies, regulations, standards, procedures, and guidelines. This requirement applies only to areas within facilities that have not been designated as publicly accessible.

Limiting physical access to equipment may include placing equipment in locked rooms or other secured areas and allowing access to authorized individuals only; and placing equipment in locations that can be monitored by designated personnel. Computing devices, external disk drives, networking devices, monitors, printers, copiers, scanners, facsimile machines, and audio devices are examples of equipment.

Policy Statement:

PHYSICAL ACCESS AUTHORIZATIONS

The City of Fort Lupton (CFL):

- a. Develops, approves, and maintains a list of individuals with authorized access to the facility where the information system resides;
- b. Issues authorization credentials for facility access;
- c. Reviews the access list detailing authorized facility access by individuals [Assignment: organization-defined frequency]; and
- d. Removes individuals from the facility access list when access is no longer required.



Escort visitors and monitor visitor activity

PE.L1-3.10.3

Date Approved: July 16,2024	Last Update: October 31, 2025
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Purpose:

City of Fort Lupton (CFL) physical access control applies to employees and visitors. Individuals with permanent physical access authorizations are not considered visitors. Physical access controls for publicly accessible areas may include physical access (visitor) control logs, guards, or physical access devices and barriers to prevent movement from publicly accessible areas to non-public areas. Physical access devices include keys, locks, combinations, and card readers.

Policy Statement:

All CFL visitors who proceed past the reception and visitor waiting area must sign in and receive a visitor badge, and a CFL employee assigned as an escort during the entirety of their visit.



Maintain audit logs of physical access

PE.L1-3.10.4

Date Approved: July 16, 2024	Last Update: October 31, 2025
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Purpose:

City of Fort Lupton (CFL) physical access control applies to employees and visitors. Individuals with permanent physical access authorizations are not considered visitors. Physical access controls for publicly accessible areas may include physical access (visitor) control logs, guards, or physical access devices and barriers to prevent movement from publicly accessible areas to non-public areas. Physical access devices include keys, locks, combinations, and card readers.

Policy Statement:

Maintain Physical Sign in sheet or Sign in sheets should be scanned and saved in digital format in the appropriate directory on the network for easy access in the event of potential audits. The logs are to be maintained and kept per the retention period designated



Control and manage physical access devices

PE.L1-3.10.5

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Purpose:

City of Fort Lupton (CFL) physical access control applies to employees and visitors. Individuals with permanent physical access authorizations are not considered visitors. Physical access controls for publicly accessible areas may include physical access control logs/records, guards, or physical access devices and barriers to prevent movement from publicly accessible areas to non-public areas. Physical access devices include keys, locks, combinations, and card readers. Physical access points can include facility access points, interior access points to systems that require supplemental access controls, or both. Components of systems may be in areas designated as publicly accessible with organizations controlling access to the components.

Policy Statement:

- a. Enforce physical access authorizations at CFL by:
 1. Verifying individual access authorizations before granting access to the facility; and
 2. Controlling ingress and egress to the facility using visitor logs, escorts, and badges;
- b. Maintain physical access audit logs;
- c. Control access to areas within the facility designated as publicly accessible;
- d. Escort visitors and control visitor activity;
- e. Secure keys, combinations, and other physical access devices;
- f. Change combinations and keys when keys are lost, combinations are compromised, or when individuals possessing the keys or combinations are transferred or terminated.
- g. Screen Lock-Out
 1. In times of user inactivity, the Screen time out is set to 5 minutes, where the user will have to login again



Monitor, control and protect organizational communications (e.g., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information system

SC.L1-3.13.1

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Purpose:

Firewalls are an essential component of City of Fort Lupton CFL) information systems security infrastructure. Firewalls are defined as security systems that control and restrict network connectivity and network services. Firewalls establish a control point where access controls may be enforced. Connectivity defines which computer systems are permitted to exchange information. A service is sometimes called an application, and it refers to the way for information to flow through a firewall. Examples of services include file transfer protocol (FTP) and web browsing (HTTP). This policy defines the essential rules regarding the management and maintenance of firewalls at CFL and it applies to all firewalls owned and controlled by CFL employees/contractors.

Policy Statement:

Required Documentation - Prior to the deployment of every CFL firewall, a diagram of permissible paths with a justification for each, and a description of permissible services accompanied by a justification for each, must be submitted to the IT Infrastructure Services Director. Permission to enable such paths and services will be granted by the IT Infrastructure Services Director only when these paths or services are necessary for important business reasons, and sufficient security measures will be consistently employed. The conformance of actual firewall deployments to the documentation provided will be periodically checked by the Security Engineer or his/her designee. Any changes to paths or services must go through this same process as described below.¹

Default To Denial - Every connectivity path and service that is not specifically permitted by this policy and supporting documents issued by the Information Technology department must be blocked by CFL firewalls. The list of currently approved paths and services must be documented and distributed to all

system administrators with a need to know by the Information Technology department. An inventory of all access paths into and out of CFL internal networks must be maintained by the Information Technology department.

Connections Between Machines - Real-time connections between two or more CFL computer systems must not be established or enabled unless the Information Technology department has determined that such connections will not unduly jeopardize information security. In many cases, firewalls or similar intermediate systems must be employed. This requirement applies no matter what the technology employed, including wireless connections, microwave links, cable modems, integrated services digital network lines, and digital subscriber line connections. Any connection between an in-house CFL production system and any external computer system, or any external computer network or service provider, must be approved in advance by the Information Technology department.

Regular Testing - Because firewalls provide such an important control measure for CFL networks, their strength and proper configuration must be tested on a regular basis. Where vendor software supports it, this testing must include the use of software agents that automatically check to determine whether firewalls remain configured and running in a manner that is consistent with both CFL security policies and the CFL Information Architectural plan. This testing process must include consideration of defined configuration parameters, enabled services, permitted connectivity paths, current administrative practices, and adequacy of the deployed security measures. These tests must include the regular execution of vulnerability identification software and the regular performance of penetration tests. These tests must be performed by technically proficient persons, either in the Information Technology department or working for a third-party contractor.

Logs - All changes to firewall configuration parameters, enabled services, and permitted connectivity paths must be logged. All suspicious activity that might be an indication of either unauthorized usage or an attempt to compromise security measures also must be logged. The integrity of these logs must be protected with checksums, digital signatures, encryption, or similar measures. These logs must be promptly removed from the recording systems and stored in a physically protected container for at least six months after the time they were recorded. These logs must be reviewed periodically to ensure that the firewalls are operating in a secure manner.

Intrusion Detection - All CFL firewalls must include intrusion detection systems approved by the Information Technology department. Each of these intrusion detection systems must be configured according to the specifications defined by the Information Technology department. Among other potential problems, these intrusion detection systems must detect unauthorized modifications to firewall system files and detect denial of service attacks in progress. Such intrusion detection systems must also immediately notify by email or text the technical staff that is in a position to take corrective action. All technical staff working on firewalls must be provided with remote access systems and privileges so that they can immediately respond to these incidents even when they are physically removed from the firewall.²

Contingency Planning - Technical staff working on firewalls must prepare and obtain Information Technology department approval for contingency plans that address the actions to be taken in the event of various problems including system compromise, system malfunction, system crash, system overload, and Internet service provider unavailability. These contingency plans must be kept current to reflect changes in the CFL information systems environment. These plans must be periodically tested to ensure that they will be effective in restoring a secure and reliable networking environment.

External Connections - All in-bound real-time Internet connections to CFL internal networks or multi-user computer systems must pass through a firewall before users can reach a logon banner. Aside from personal computers that access the Internet on an outbound single user session-by-session dial-up basis, no CFL computer system may be attached to the Internet unless it is protected by a firewall. Wherever a firewall supports it, logon screens must have a notice indicating that the system may be accessed only by authorized users, users who log on represent that they are authorized to do so, unauthorized system usage or abuse is subject to disciplinary action including criminal prosecution, and system usage will be monitored and logged.

Extended User Authentication - Inbound traffic, with the exception of Internet electronic mail, regular news distributions, and push broadcasts previously approved by the Information Technology department, that accesses CFL networks through a firewall must in all instances involve extended user authentication measures approved by the Information Technology department.

Virtual Private Networks - To prevent unauthorized disclosure of sensitive and valuable information, all inbound traffic, with the exception of Internet mail, approved news services, and push broadcasts, that accesses CFL networks must be encrypted with the products approved by the Information Technology department. These connections are often called virtual private networks (VPNs).

Firewall Access Mechanisms - All CFL firewalls must have unique passwords or other access control mechanisms. The same password or access control code must not be used on more than one firewall. Whenever supported by the involved firewall vendor, those who administer CFL firewalls must have their identity validated through extended user authentication mechanisms.

Firewall Access Privileges - Privileges to modify the functionality, connectivity, and services supported by firewalls must be restricted to a few technically-trained individuals with a business need for these same privileges.

Network Management Systems - Firewalls must be configured so that they are visible to internal network management systems.

Disclosure Of Internal Network Information - The internal system addresses, configurations, products deployed, and related system design information for CFL networked computer systems must be restricted such that both systems and users outside the CFL internal network cannot access this information.

Secure Backup - Current offline back-up copies of firewall configuration files, connectivity permission files, firewall systems administration procedural documentation files, and related files must be kept close to the firewall at all times. A permissible alternative to offline copies involves online encrypted versions of these same files. Where systems software permits it, the automatic reestablishment of approved copies of these systems files must proceed whenever an unauthorized modification to these files has been detected.

Firewall Dedicated Functionality - Firewalls must run on dedicated machines that perform no other services, such as acting as a mail server. Sensitive or critical CFL information must never be stored on a firewall. Such information may be held in buffers as it passes through a firewall. Firewalls must have only the bare minimum of operating systems software resident and enabled on them. Where the supporting operating system permits it, all unnecessary and unused systems software must be removed from firewalls. CFL does not permit its internal information to be resident on or processed by any firewall, server, or other computer that is shared with another organization at an outsourcing facility. Outsourcing organization provided shared routers, hubs, modems, and other network components are permissible.

Firewall Change Control - Because they support critical CFL information systems activities, firewalls are considered to be production systems. All changes to the firewall software provided by vendors, excluding vendor-provided upgrades and patches and fixes must be documented. A firewall policy, defining permitted and denied services and connections, should be documented and reviewed at least once a year by the Security Engineer. Major changes to the CFL internal networking environment, any changes to the production business applications supported, and any major information security incident must trigger an additional and immediate review of the firewall policy. The same documentation that is required for changes on production systems must also be prepared for firewall changes.

Posting Updates - CFL firewalls must be running the latest release of software to repel these attacks. Where available from the involved vendor, all CFL firewalls must subscribe to software maintenance and software update services. Unless approved in advance by the IT Infrastructure Services Director, staff members responsible for managing firewalls must install and run these updates within thirty days of receipt.

Monitoring Vulnerabilities - CFL staff members responsible for managing firewalls should stay current with information about firewall vulnerabilities. Any vulnerability that appears to affect CFL networks and systems must promptly be brought to the attention of the IT Infrastructure Services Director.

Standard Products - Unless advance written approval is obtained from the IT Infrastructure Services Director, only those firewalls appearing on the list of approved vendors and products may be deployed with CFL networks. All firewall interfaces and features deployed, such as virus screening, must be consistent with the Information Architecture issued by the Information Technology department.

Firewall Physical Security - All CFL firewalls must be located in locked rooms accessible only to those who perform authorized firewall management and maintenance tasks approved by the IT Infrastructure Services Director. The placement of firewalls in an open area within a general purpose data processing

center is prohibited, although placement within separately locked rooms or areas, which themselves are within a general data processing center is acceptable. These rooms must be equipped with a log of all persons who gain entry to the room.



Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks

SC.L1-3.13.5

Date Approved: July 16, 2024	Last Update: October 31, 2025
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Purpose:

City of Fort Lupton (CFL) may provide a kiosk system for guests to access the internet. This access must not allow unauthorized individuals to access CFL internal company data or programs.

Policy Statement:

Any publicly accessible system components (i.e. kiosk, Public Wifi) at CFL are segmented away from CFL internal network resources in a manner that prevents any potential unauthorized access to those resources.



Identify, report and correct information and information system flaws in a timely manner

SIL1-3.14.1

Date Approved: July 16, 2024	Last Update: October 31, 2025
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Purpose:

Regular application of vendor-issued critical security updates and patches are necessary to protect City of Fort Lupton (CFL) data and systems from malicious attacks and erroneous function. All electronic devices connected to the network including servers, workstations, firewalls, network switches and routers, tablets, mobile devices, and cellular devices routinely require patching for functional and secure operations. Software is critical to the delivery of services to CFL customers and users. This policy provides the basis for an ongoing and consistent system and application update policy that stresses regular security updates and patches to operating systems, firmware, productivity applications, and utilities. Regular updates are critical to maintaining a secure operational environment.

Policy Statement:

GENERAL

All system components and software shall be protected from known vulnerabilities by installing applicable vendor supplied security patches. System components and devices attached to the CFL network shall be regularly maintained by applying critical security patches within thirty (30) days after release by the vendor. Other patches not designated as critical by the vendor shall be applied on a normal maintenance schedule as defined by normal systems maintenance and support operating procedures.

SYSTEM, UTILITY AND APPLICATION PATCHING

A regular schedule shall be developed for security patching of all CFL systems and devices. Patching shall include updates to all operating systems as well as office productivity software, database software, third party applications, and mobile devices under the direct management of CFL IT.

Most vendors have automated patching procedures for their individual applications. There are a number of third party tools to assist in the patching process and the CFL should make use of appropriate management software to support this process across the many different platforms and devices the CFL

IT department supports. The regular application of critical security patches is reviewed as part of normal change management and audit procedures.

PATCHING EXCEPTIONS

Patches on production systems (e.g. servers and enterprise applications) may require complex testing and installation procedures. In certain cases, risk mitigation rather than patching may be preferable. The risk mitigation alternative selected should be determined through an outage risk to exposure comparison. The reason for any departure from the above standard and alternative protection measures taken shall be documented in writing for devices storing non-public data. Deviations from normal patch schedules shall require IT Department authorization.

SECURITY PATCHING PROCEDURES

Policies and procedures shall be established and implemented for vulnerability and patch management. The process shall ensure that application, system, and network device vulnerabilities are:

- Evaluated regularly and responded to in a timely fashion
- Documented and well understood by support staff
- Automated and regularly monitored wherever possible
- Executed in a manner applicable vendor-supplied tools on a regularly communicated schedule
- Applied in a timely and orderly manner based on criticality and applicability of patches and enhancements

Audit Controls and Management

On-demand documented procedures and evidence of practice should be in place for this operational policy as part of the CFL internal systems change management and update procedures. Examples of adequate controls include:

- System updates and patch logs for all major system and utility categories
- Logs should include system ID, date patched, patch status, exception, and reason for exception
- Demonstrated infrastructure supporting enterprise patch management across systems, applications, and devices

Enforcement

Staff members found in policy violation may be subject to disciplinary action, up to and including termination.

Distribution

This policy is to be distributed to all CFL staff responsible for support and management.



Provide protection from malicious code at appropriate locations within organizational information systems

SI.L1-3.14.2

Date Approved: July 16, 2024	Last Update: October 31, 2025
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Purpose:

To establish requirements which must be met by all computers and devices connected to City of Fort Lupton (CFL) networks, to ensure effective malicious code, spam and spyware protection. This policy applies to all CFL systems with or without Internet access throughout the network and on all workstations, servers, and mobile computing devices on the network.

Policy Statement:

CFL shall employ virus protection mechanisms to detect and eradicate malicious code (e.g., viruses, worms, Trojan horses) at critical points throughout the network and on all workstations, servers and mobile computing devices on the network. CFL shall ensure malicious code protection is enabled on all of the aforementioned critical points and information systems and resident scanning is employed. CFL shall implement spam and spyware protection mechanisms at critical information system entry points (e.g. firewalls, electronic mail servers, remote-access servers). Spyware protection will be employed at workstations, servers, and/or mobile computing devices on the network. CFL will use the spam and spyware protection mechanisms to detect and take appropriate action on unsolicited messages and spyware/adware, respectively, transported by electronic mail, electronic mail attachments, Internet access, and removable media.

Prevention of malicious code problems

- Always run the corporate standard.
- Run the current version and install anti-virus software updates as they become available.
- Anti-virus software is to be enabled on all workstations and servers at start-up and employ resident scanning.
- Detect and eliminate viruses on computer workstations, laptops, servers, and simple mail transfer protocol gateways.
- On servers, update virus signatures files immediately, or as soon as possible, with each new release.

- NEVER open any files or macros attached to an email from an unknown, suspicious, or untrustworthy source. Delete these attachments immediately, then “permanently delete” them by emptying your Trash.
- Delete spam, chain, and other junk email without forwarding.
- Never download files from unknown or suspicious sources.
- Avoid direct disk-sharing with read/write access unless there is absolutely an agency requirement to do so.
- Always scan an external drive (floppy disk, USB drive) from an unknown source for viruses before using it.
- Always scan any media that is brought into the agency before introducing it to the network.

Detection

Any activities with the intention to create and/or distribute malicious programs into CFL’s networks (e.g., viruses, worms, Trojan horses, logic bombs, etc.) are prohibited. Virus-infected computers must be removed from the network until they are verified as virus-free. If a virus is detected on your workstation and the anti-virus software can not eliminate the virus, please contact CFL IT. DO NOT TURN OFF your computer, it will be quarantined and taken off of the network until it can be scanned and re-imaged with the operating system image.



Update malicious code protection mechanisms when new releases are available

SIL1-3.14.4

Date Approved: July 16, 2024	Last Update: October 31, 2025
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Purpose:

City of Fort Lupton (CFL) employs Huntress Endpoint Protection in conjunction with Threatlocker in order to protect and minimize risks from viruses, malware, and other malicious code. These programs must be configured to receive and apply updates automatically when new definitions and updates are made available.

Policy Statement:

CFL IT will perform routine verification that EPS/AV software is being updated regularly.



Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened or executed

SI.L1-3.14.5

Date Approved: July 16, 2024	Last Update: October 31, 2025
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Purpose:

City of Fort Lupton (CFL) employs Cynet Endpoint Protection in conjunction with Threatlocker in order to protect and minimize risks from viruses, malware, and other malicious code. These programs must be configured to scan the entire system at regular intervals (i.e., nightly), as well as scan files from external source in real time.

Policy Statement:

CFL IT will perform routine verification that EPS/AV software scans are regularly being performed.

RESOLUTION NO. 2025Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AMENDING THE CYBERSECURITY MATURITY MODEL CERTIFICATION (“CMMC”) POLICY TO PROTECT THE CITY’S CONFIDENTIAL INFORMATION SYSTEMS

WHEREAS, the Department of Defense (“DoD”) Instituted a new certification to determine how well its contractors are handling sensitive information, the model is known as “Cybersecurity Maturity Model Certification (“CMMC”); and

WHEREAS, to a benefit to the City, the City approved the CMMC Policy in July 2024; and

WHEREAS, there are 3 levels of CMMC: Foundational (Level 1), Advanced (Level 2), and Expert (Level 3); and

WHEREAS, Staff have completed the review of the policy and have incorporated amendments designed to enforce protection of sensitive unclassified information that is shared with its contractors and subcontractors.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council, hereby adopts the Cybersecurity Maturity Model Certification Policy to Protect the City’s Confidential Information Systems.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 18th DAY OF NOVEMBER 2025.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Authorize the Mayor's Signature on Amendment 7 to the Agreement for Operations, Maintenance, and Management Services with OMI INC. Jacobs Contract

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The treatment of wastewater has recently been removed from Jacobs scope of work. As a result, we are requesting approval to reduce the rebateable budget from \$439,000 to \$258,000, and the base fee from \$1,361,523.42 to \$1,158,584.27, for a total reduction of \$383,939.41.

Rebateable Budget - Decreases in the rebateable budget reflect the elimination of the treatment of wastewater; most notably a reduction in the chemicals budget of \$40k, a reduction in the repairs budget of \$70k, and a reduction in the natural gas budget of \$10.8k.

Base Fee Decrease - The elimination of the labor required to treat wastewater was the biggest factor in the base fee reduction, which amounted to 1.5 full-time employees. Most of this scope consisted of monitoring and sampling. While this scope was eliminated, Jacobs will continue to monitor the wastewater plant daily once it's converted into a lift station, and the elimination of sampling has been replaced by the newly required sampling plan for the wastewater discharge from the water treatment plant, which is required in our permit issued by Metro Water Recovery.

FINANCIAL CONSIDERATIONS

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

<u>Rebateable Item</u>	<u>2025 Budget</u>	<u>2026 Budget</u>
Repairs	\$ 200,000	\$ 130,000
Chemicals	139,000	100,000
Utilities (Propane/Natural Gas)	40,000	29,000
Sludge Hauling	60,000	-
Total Rebateable Budget	\$ 439,000	\$ 259,000

<u>Base Fee</u>	<u>2025 Base Fee</u>	<u>2026 Base Fee</u>
	\$1,361,523.42	\$1,158,584.27

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve amendment No. 7 with Jacobs.
- B. Reject and implement additional changes to the amendment.
- C. Delay action on the contract to gather more information.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

STAFF RECOMMENDATIONS

Staff recommends approval of amendment No. 7 with Jacobs

Attachments: Amendment No. 7

AMENDMENT NO. 7
to the
AGREEMENT FOR OPERATIONS, MAINTENANCE and
MANAGEMENT SERVICES
for
FORT LUPTON, COLORADO

This Amendment No. 7 (the “Amendment”) to the Agreement for Operations, Maintenance and Management Services for Fort Lupton, Colorado is made effective as of this ____ day of _____ 2025 by and between the Fort Lupton Utility Enterprise Board (hereinafter “Owner”), whose address for any formal notice is 130 S. McKinley Avenue, Fort Lupton, CO 80621 and Operations Management International, Inc. (hereinafter “OMI”), whose address for any formal notice is 7001 E. Belleview Avenue, Suite 1000, Denver, CO 80237, collectively referred to herein as the “Parties”.

NOW THEREFORE, Owner and OMI agree that the Agreement dated August 6, 2019, between Owner and OMI (the “Agreement”) shall be and is hereby amended and modified in the following manner:

1. Article 2.1 is hereby deleted in its entirety and replaced with the following:
 - 2.1 Within the design Capacity and capability of the Project, manage, operate, and maintain the Project so the finished water and wastewater discharged from the Water Treatment Facility meets the requirements specified in Appendix C. OMI may alter the process and/or facilities to achieve the objectives of this Agreement; provided, however, that no alteration shall be without Owner's written approval if alteration shall cost in excess of Three Thousand Dollars (\$3,000.00).
2. Article 2.8 is hereby deleted in its entirety and replaced with the following:
 - 2.8 Prepare all Metro Water Recovery wastewater discharge permit reports related to services provided in and under this Agreement and submit to appropriate agencies on behalf of Owner.
3. Article 2.10 is hereby deleted in its entirety and replaced with the following:
 - 2.10 Reserved.
4. Article 2.11 is hereby deleted in its entirety and replaced with the following:
 - 2.11 Perform all laboratory testing and sampling currently required by the Metro Water Recovery wastewater discharge permit.

5. Article 2.12 is hereby deleted in its entirety and replaced with the following:
 - 2.12 Provide the following vehicles and equipment to be used at the Project: 2006 Ford F-350, 2021 Ford F-150 and 2016 Nissan Frontier. OMI shall be responsible for maintenance of Owner provided vehicles when being used at the Project by OMI. Maintenance costs of Owner provided vehicles will be expended through the Repairs rebateable budget.
6. Article 2.15 is hereby deleted in its entirety and replaced with the following:
 - 2.15 Reserved.
7. Article 2.17 is hereby deleted in its entirety and replaced with the following:
 - 2.17 Reserved.
8. Article 2.27 is hereby deleted in its entirety and replaced with the following:
 - 2.27 OMI will perform the following for eight (8) generators:
 - 2.27.1 Locations - North, South, East, West Lift Stations, Tank Farm #1 and #2, Water Treatment Plant, Water Treatment Plant Pump House.
 - 2.27.2 Maintain generators, including annual PM's and load bank testing.
9. Article 2.33 is hereby deleted in its entirety and replaced with the following:
 - 2.33 OMI will operate and maintain the Owner's four (4) lift stations at the locations described in Appendix B. This includes maintenance of all submersible pumps and periodically cleaning any accumulated grit from the lift stations.
10. Article 2.34.6 is hereby deleted in its entirety and replaced with the following:
 - 2.34.6 Nutrient Monitoring (includes monthly tests run by Colorado analytical and daily operations testing in house).
11. Article 2.35 is hereby deleted in its entirety and replaced with the following:
 - 2.35 Reserved.
12. Article 2.36 is hereby deleted in its entirety and replaced with the following:
 - 2.36 Reserved.

13. Article 2.38 is hereby added to the Agreement as follows:
 - 2.38 OMI will perform the following for Location Tank Farm:
 - 2.38.1 Operate and maintain all onsite pumps.
 - 2.38.2 Maintain all onsite tanks, including all required inspections.
14. Article 4.1 is hereby deleted in its entirety and replaced with the following:
 - 4.1 Owner shall pay to OMI as compensation for services performed under this Agreement a base fee of One Million One Hundred Fifty-Eight Thousand Five Hundred Eighty-Four Dollars and Twenty-Seven Cents (\$1,158,584.27) for the period of January 1, 2026 through December 31, 2026 exclusive of rebateable budgets set forth in Article 4.4, 4.5, 4.6 and 4.7 (the "Rebateable Limits"). Subsequent years' base fee shall be determined as hereinafter specified.
15. Article 4.2 is hereby deleted in its entirety and replaced with the following:
 - 4.2 The base fee shall be negotiated each year four (4) months prior to anniversary of the effective date hereof, should Owner and OMI fail to agree after good faith negotiations, the base fee will be determined by the application of the base fee adjustment formula shown in Appendix F.
16. Article 4.4 is hereby deleted in its entirety and replaced with the following:
 - 4.4 Owner shall pay as additional compensation to OMI for Chemicals a Chemical Fee of One Hundred Thousand Dollars (\$100,000) for the period of set forth in Article 4.1 of this Agreement. Owner shall pay OMI for all Chemical Costs Fees in excess of the Chemical Fee. OMI will rebate to the Owner the entire amount that is the difference of the actual Chemical Cost and the Chemical Cost Fee in any year of this Agreement.
17. Article 4.5 is hereby deleted in its entirety and replaced with the following:
 - 4.5 Owner shall pay as additional compensation to OMI for Other Utility Costs a fee of Twenty-Nine Thousand Dollars (\$29,000) for the period set forth in Article 4.1 of this Agreement. Owner shall pay OMI for all Other Utilities Costs Fees in excess of the Other Utilities Costs Fee. OMI will rebate to the Owner the entire amount that is the difference between actual Other Utility Costs and the Other Utilities Cost Fee in any year of this Agreement.
18. Article 4.6 is hereby deleted in its entirety and replaced with the following:

4.6 The Owner shall pay as additional compensation to OMI a fee of One Hundred Thirty Thousand Dollars (\$130,000) for the Annual Repairs Limit for the period set forth in Article 4.1 of this Agreement. OMI will rebate to Owner the entire amount that actual Repairs are less than the Annual Repairs Limit in any year of this Agreement.

19. Article 4.7 is hereby deleted in its entirety and replaced with the following:

4.7 Reserved.

20. The list of appendices is hereby deleted in its entirety and replaced with the following:

The following Appendices are hereby made a part of this Agreement:

Appendix A	Definitions
Appendix B	Project Site
Appendix C	Metro Water Recovery Wastewater Discharge Permit and Project Characteristics
Appendix D	Performance Standards
Appendix E	Vehicle Descriptions
Appendix F	Base Fee Adjustment Formula
Appendix G	Insurance Coverage
Appendix H	30 Day Inventory
Appendix I	Metro Water Recovery Wastewater Discharge Permit dated August 1, 2025

21. Appendix A, Article A.7 is hereby deleted in its entirety and replaced with the following:

A.7 Reserved.

22. Appendix A, Article A.8 is hereby deleted in its entirety and replaced with the following:

A.8 "Chemical Cost" means all costs for chemicals used within the utility. This includes: chemicals used for the chemical clean- in-place of the water filtration units at the water plant, disinfection chemical (10% bleach) at the water plant, and various herbicides for weed control. Also included are chemical tanks and associated parts used for chemical mixing and makeup.

23. Appendix B is hereby deleted in its entirety and replaced with the following:

Appendix B

All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate Owner's Water and Wastewater Treatment Plants (listed below), seven (7) water well houses (six (6) Active and one (1) Inactive listed below), four (4) potable water storage tanks (listed below), one (1) potable water pump station and four (4) wastewater lift stations.

- Water Treatment Plant:
16600 Weld County Rd. 16
- Lift Stations
North Lift Station – 1240 Factory Cir
East Lift Station – 1600 9th St.
South Lift Station – 105 9th St.
West Lift Station – 12285 Highway 52
- Active Water Wells located at the following:

Well 3 - 806 Park Avenue	State Permit# 19493-3/RF-545
Well 4 - 243 5th Street	State Permit # 12626-R
Well 5 - 451 Kahil Street	State Permit # 20026-R
Well 7 - William's Catholic Church Property	State Permit# 6221-R/R-30
Well 13 -1301 9th Street	State permit # 15273-R
Well 18-Pearson Park 12285 Hwy 52	State Permit # 34329-F/6588-RF
- Coyote Creek Golf Course Irrigation Pump Station

222 Clubhouse Dr.
- Inactive Water Wells located at the following:

Well 6- Adjoining Key Energy Property	State Permit # RF-1080/14807-R
---------------------------------------	--------------------------------
- Potable water storage tanks located at the following:

One 3-Million Gallon Tank at 16600 Weld County Rd. 16
Three 1-Million Gallon Storage Tanks at 455 College Avenue ("Tank Farm")
- Perry Pit - 40° 01' 41"N 104° 49' 39"W

- Augmentation Ditch
 - Main Ditch Structure - 14144 CR 12
 - Flow Meter at Burkhart Farm - 13933 CR 12
 - Flow Meter at Holton Farm 1 - 13483 CR 12
 - Flow Meter at Holton Farm 2 - 13933 CR 12
 - Flow Meter at Recreation Center - 1000 1st St.

24. Appendix C is hereby deleted in its entirety and replaced with the following:

Appendix C

METRO WATER RECOVERY WASTEWATER DISCHARGE PERMIT AND PROJECT CHARACTERISTICS

- C.1 OMI will operate Project so that wastewater discharge from the water treatment plant will meet the requirement of Metro Water Recovery permit No. 12383-1 (copy attached). OMI shall be responsible for meeting the effluent quality requirements of Owner's Metro Water Recovery permit unless one or more of the following occurs; (1) the Project raw water influent contains Biologically Toxic Substances that cannot be removed by the existing process and facilities; and (2) dischargers into Owner's sewer system violate any or all regulations as stated in Chapter 13 of the Fort Lupton Municipal Code
- C.2 If the failure to meet water treatment plant wastewater discharge quality limitations is caused by the presence of Biologically Toxic Substances in the influent, then OMI will have a thirty (30) day recovery period after the influent is free from said substances.
- C.3 OMI shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, contains Biologically Toxic Substances, and the subsequent recovery period.

RAW WATER QUALITY AND FINISHED WATER REQUIREMENTS

- C.5 OMI will operate the Project so the treated potable water will meet requirements of the State of Colorado and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations. OMI shall be responsible for meeting potable water quality limitations established therein unless the raw water supply contains toxic materials or other substances which cannot be removed by the existing processes and facilities.

C.6 OMI will operate the Project and supply the community with a sufficient quantity of potable water unless:

1. The demand for water exceeds the design capacity of the facilities specified in Appendix B.
2. Raw water supply is insufficient to meet the demand.

C.7 OMI shall not be responsible for fines or legal actions arising from:

1. Toxic or foreign substances contained in raw water supply
2. Insufficient raw water supply
3. Vandalism
4. Acts of God, or
5. Any other event not under OMI's control

C.8 The estimated cost for services under this Agreement is based on an average production of 3.16 MGD.

25. Appendix D is hereby deleted in its entirety and replaced with the following:

Appendix D

PERFORMANCE STANDARDS

Function	Item	Performance Indicator	Goal
Water Treatment	CDPH&E Water Quality Regulations for Bacteriological, Radiological, Nitrates/Nitrites, Organics, and Inorganics, Lead and Copper	Compliance with all major controllable parameters	100%
Water Treatment Plant Wastewater Discharge	Metro Water Recovery Permit Requirements	Compliance with all major controllable parameters	100%
Maintenance	Preventive Maintenance	Scheduled preventive maintenance for critical assets completed	>95%

Maintenance	Repair/Replacement	Critical Corrective maintenance work orders completed	100%
Human Resources	Operator certifications	Certifications achieved annually	2 certifications annually among the staff
Human Resources	Supervisory training	OMFS University Certificate	1 OMI University Certification (1 year only)
Administrative	Corporate Review	Scheduled review of project	2 Corporate reviews during the 5-year contract period
Safety	Accident injury rate	Percentage of employees with lost-time injuries	Below wastewater industry average

26. Appendix E is hereby deleted in its entirety and replaced with the following:

Appendix E

VEHICLE DESCRIPTION

Year	Manufacturer	Model	VIN #	License/Other
2016	Nissan	Frontier	IN6AD0EU5GN730980	BS1417
2006	Ford	F-350 Boom Truck	IFDWW36Y36EB58606	BGQ363
2021	Ford	F-150	1FTYR10051TA09351	BSI417
2005	Bobcat	Skidsteer FTL-92301 Model I763	512261042	054016
2003	Superior	Pull Behind Trailer	1S9HP16204C244479	No tag

27. Appendix H is hereby deleted in its entirety and replaced with the following:

Appendix H

THIRTY-DAY INVENTORY

Water Plant	Amount
Sodium Hypochlorite	1,500 gallons
Phosphoric Acid	50 gallons
Citric Acid	50 gallons
Sulfuric Acid	110 gallons
Caustic Soda	1,500 gallons
T-Floc	1,000 gallons
Zinc Phosphate	500 gallons

28. Appendix I is hereby deleted in its entirety and replaced with the following:

Appendix I

Metro Water Recovery Wastewater Discharge Permit

Dated August 1, 2025

29. Appendix J is hereby deleted in its entirety.

This Amendment No. 7 together with the Agreement and all prior amendments constitute the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment No. 1 nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**

**FORT LUPTON UTILITY ENTERPRISE
BOARD**

Signature: _____

Signature: _____

Name: Craig Faessler

Name: _____

Title: Geographic Director of
Operations

Title: _____

Date: _____

Date: _____



SUBJECT FOR DISCUSSION

Authorizing the Police Department to Purchase Three Fleet Vehicles and Approving Payment to John Elway Chevrolet in an Amount Not to Exceed \$169,260.00, Allocated from the Police Department Capital Projects Budget.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

As part of the approved 2026 budget, the Police Department (PD) was authorized to obtain three fleet vehicles to replace aging vehicles in the fleet. The PD ordered three vehicles on government bid with delivery expected in April 2026. The vehicles, 2026 Chevy Tahoe, have individual cost of \$56,420. The total amount of the purchase is \$169,260.00. Vehicle upfit will be presented as a separate AM.

FINANCIAL CONSIDERATIONS

Funding for this purchase was included in the 2026 PD Capital Projects budget.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Purchase the vehicles to replace aging fleet vehicles.
2. Retain ageing fleet vehicles, which need increasingly expensive repairs and maintenance.

STAFF RECOMMENDATIONS

Staff recommends approving the purchase of four new fleet vehicles.

Attachments:

- a. Exemption Request Form
- b. Quote 2026 Chevrolet Tahoe CK10706 4WD 4dr Commercial

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

City of Fort Lupton
Exemption Request Form

Per the resolution adopted by City Council on 12/5/2023 adopting procurement policies effective 1/1/2024, there are exemptions to formal procurement. If the reason for exemption is hardship, sole source, or professional services over \$30,000, this form must be completed by the Department Head and the proper approval must be obtained.

Supplies, Products, Services Desired to be Purchased: Fleet Vehicles (Chevy Police Tahoe)

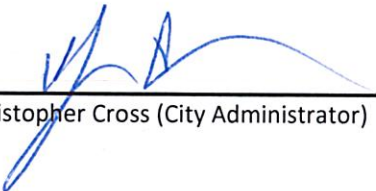
Which reason is this exemption request form being used: Government bid

Justification for Exemption (can also attach if desired):

The City of Fort Lupton Police Department ordered three Chevy Police Tahoes through government bid to replace aging fleet vehicles. Funding for this purchase was included in the 2026 Police Capital Projects budget. Individual vehicle cost is \$56,420, with a total purchase cost of \$169,260.00.

 11/12/2025
William Carnes (Department Head) Date

 11/12/25
Leann Perino (Finance Director) Date

 11/12/25
Christopher Cross (City Administrator) Date



John Elway Chevrolet

Sarah Dudgeon | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Quote Worksheet

	MSRP
Base Price	\$57,200.00
Dest Charge	\$2,595.00
Total Options	\$1,050.00
Subtotal	\$60,845.00
5J1 Calibration, keyless remote panic button and exterior lights/horn disable	\$0.00
(Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)*PRICE TO FOLLOW*	\$0.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$4,425.00)
Subtotal Discount	(\$4,425.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In \$0.00
Taxable Price	\$56,420.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$56,420.00

Comments:

STATE OF COLORADO AWARD 193796
US FEDERAL GOVT. SAM.GOV #NLPNC96A9FG5
ARAPAHOE COUNTY AWARD 19-48

Dealer Signature / Date

Customer Signature / Date

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Data Version: 26787. Data Updated: Oct 21, 2025 6:50:00 PM PDT.



John Elway Chevrolet

Sarah Dudgeon | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK10706	2026 Chevrolet Tahoe 4WD 4dr Commercial	\$57,200.00
COLORS		
CODE	DESCRIPTION	
GBA	Black	
SUSPENSION PKG		
CODE	DESCRIPTION	MSRP
Z56	Suspension Package, heavy-duty, police-rated.	Inc.
EMISSIONS		
CODE	DESCRIPTION	MSRP
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00
ENGINE		
CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8	\$0.00
TRANSMISSION		
CODE	DESCRIPTION	MSRP
MHU	Transmission, 10-speed automatic	Inc.
GVWR		
CODE	DESCRIPTION	MSRP
C6G	GVWR, 7600 lbs. (3447 kg)	Inc.
AXLE		
CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio	\$0.00

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Data Version: 26787. Data Updated: Oct 21, 2025 6:50:00 PM PDT.



John Elway Chevrolet

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Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

PREFERRED EQUIPMENT GROUP		
CODE	DESCRIPTION	MSRP
1FL	Commercial Preferred Equipment Group	\$0.00
WHEEL TYPE		
CODE	DESCRIPTION	MSRP
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	Inc.
TIRES		
CODE	DESCRIPTION	MSRP
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	Inc.
PAINT		
CODE	DESCRIPTION	MSRP
GBA	Black	\$0.00
SEAT TYPE		
CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench	Inc.
SEAT TRIM		
CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00
RADIO		
CODE	DESCRIPTION	MSRP
URW	Audio system, 17.7" diagonal advanced color LCD display	\$0.00
ADDITIONAL EQUIPMENT - PACKAGE		
CODE	DESCRIPTION	MSRP
9C1	Identifier for Police Package Vehicle	\$0.00
AMF	Remote Keyless Entry Package	Inc.

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Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
5J9	Calibration, taillamp flasher, Red/White	Inc.
5LO	Calibration, taillamp flasher, Red/Red	Inc.
6J4	Wiring, horn and siren circuit	\$75.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.
—	Capless Fuel Fill	Inc.
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.
KX4	Alternator, 250 amps	Inc.
RC1	Skid plate, front	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.
V03	Cooling system, extra capacity	Inc.
V76	Recovery hooks, 2 front, frame-mounted, Black	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
7X3	Spotlamp, left-hand	\$800.00
—	Exterior ornamentation delete	Inc.
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.
V53	Luggage rack side rails, delete	Inc.
VK3	License plate front mounting package	\$0.00
WUA	Fascia, front high-approach angle	Inc.

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Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
5J3	Calibration, Surveillance Mode interior lighting	Inc.
5T5	Seats, front cloth and second row vinyl	Inc.
6E8	Fleet Calibration	\$50.00
6N5	Switches, rear window inoperative	\$75.00
—	Instrumentation, analog	Inc.
—	Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring	Inc.
—	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness	Inc.
—	Theft-deterrent system, vehicle, PASS-Key III	Inc.
ATD	Seat delete, third row passenger	Inc.
AU7	Key common, fleet	Inc.
BCV	Lock control, driver side auto door lock disable	Inc.
BTV	Remote start	Inc.
K34	Cruise control, electronic with set and resume speed	Inc.
UTQ	Theft-deterrent system	\$50.00
VZ2	Speedometer calibration	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
—	Active Hill Hold Assist	Inc.
—	Seat belts, 3-point, all seating positions	Inc.
UD7	Rear Parking Assist	Inc.

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
—	Protected idle	Inc.

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Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete)

SHIP THRU CODES		
CODE	DESCRIPTION	MSRP
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly	\$0.00
Options Total		\$1,050.00

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Data Version: 26787. Data Updated: Oct 21, 2025 6:50:00 PM PDT.



SUBJECT FOR DISCUSSION

Approving Estimates and Payment of Invoices to BearCom for Patrol Vehicle Upfit in an Amount Not to Exceed \$109,975.00, Allocated from the Police Department Capital Projects Budget.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

As part of the budgeted vehicle purchases for 2026, BearCom provides vehicle upfitting for four new Chevy Tahoe police vehicles. The total estimated cost for upfit is \$109,975.00. Final cost depends on reusing customer provided equipment (such as vehicle radios, Axon Fleet Cameras, etc).

FINANCIAL CONSIDERATIONS

Funding is included with the approved 2026 Police Department Capital Projects budget.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

N/A

STAFF RECOMMENDATIONS

Staff recommends approving the estimate and payment.

Attachments:

- a. Exemption Form
- b. BearCom Quote 732033
- c. BearCom Quote 732039
- d. BearCom Quote 732047

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

**City of Fort Lupton
Exemption Request Form**

Per the resolution adopted by City Council on 12/5/2023 adopting procurement policies effective 1/1/2024, there are exemptions to formal procurement. If the reason for exemption is hardship, sole source, or professional services over \$30,000, this form must be completed by the Department Head and the proper approval must be obtained.

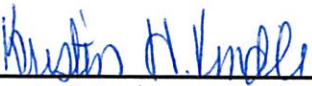
Supplies, Products, Services Desired to be Purchased: Vehicle Upfit

Which reason is this exemption request form being used: Materials Conformity

Justification for Exemption (can also attach if desired):

The City of Fort Lupton Police Department ordered three Chevy Police Tahoes through government bid to replace aging fleet vehicles. As part of this project, the vehicles must be modified for duty use (purchase and installation of emergency and safety equipment, radios, mobile data terminals, and associated equipment). BearCom is the established vendor for the Police Department and ensures material conformity from new vehicles to existing vehicles, and ensures that re-usable equipment reduces cost. The total cost of this project is \$109,975.00 and is included in the 2026 PD Capital Projects fund.

 _____ William Carnes (Department Head)	<u>11/12/2025</u> _____ Date
--	------------------------------------

 _____ Leann Perino (Finance Director)	<u>11/12/25</u> _____ Date
---	----------------------------------

 _____ Christopher Cross (City Administrator)	<u>11/12/25</u> _____ Date
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Proposal

Quote Number: 732033
 Quote Date: 2025-11-11
 Branch: 20286

Printed On: 2025-11-11
 12:38:58
 Page: 1

Customer/Prospect Number - 1747990

CITY OF FORT LUPTON
 130 S MCKINLEY AVE
 FORT LUPTON CO 80621-1343

Ship To - 1747990

CITY OF FORT LUPTON
 130 S MCKINLEY AVE
 FORT LUPTON CO 80621-1343

Customer Contact:		Customer Email:	
Phone Number:	()	Delivery Instr:	
Payment Terms:	Net 30		

Quantity	Part Number	Unit Price	Extended Price
2	17040 MAGNETIC MICR SYSTEM	42.00	84.00
1	75812 STINGER DS LED W/ DC	198.00	198.00
1	911067 CIG PLUG HARNESS	20.00	20.00
1	911068 Y ADAPTER	25.00	25.00
1	911069 480 CONSOLE EXTENSION	20.00	20.00
1	911088 DATA SPLITTER NODE HARNESS	13.00	13.00
1	911204 CASPER'S CONSOLE HARNESS	75.00	75.00
1	911217 UNIVERSAL PUSH BUMPER HARNESS	65.00	65.00
1	911221 2021 TAHOE TAIL LIGHT HARNESS	200.00	200.00
1	911222 2021 TAHOE UNDERHOOD HARNESS	165.00	165.00
1	911225 2021 TAHOE REAR HATCH HARNESS	80.00	80.00
1	911320 24 TAHOE MAIN HARN 500 SIREN	855.00	855.00
1	01-00354 21 TAH DRIVER FRONT ANG ARM IIIA	1,352.00	1,352.00
1	01-00355 21 TAH PASS FRONT ANG ARM IIIA	1,352.00	1,352.00
1	155-2211-00 CABLE, REMOTE DISPLAY	130.00	130.00
1	292-522 VISATON FRS8-4 3.3IN. SPEAKERS	23.00	23.00
1	292-526 VISATON GRILL FOR FRS8 SERIES	10.00	10.00
1	6006B SWITCH BATTERY M ON/OFF W/KNOB	21.00	21.00
6	911092-5 CASPER'S WAC EXT MINI 5FT	16.00	96.00
1	911512-2 25+ UNIVERSAL RUNNING BOARD LG HT HARNESS	150.00	150.00
1	98-005-004 EPOCS SENSOR BRKT SMALL KA	18.00	18.00
1	99-004-004 90 FUSE HOLDER BRACKET	25.00	25.00
1	99-004-008 NODE MOUNT TAHOE 2020	30.00	30.00
1	99-005-019 KNUCKLE ASSEMBLY	36.00	36.00
1	99-005-031	59.00	59.00

Quantity	Part Number	Unit Price	Extended Price
	TAHOE DASH RADAR COMBO BRACKET 2025+		
1	BU-353-S4 USB GPS RECEIVER, WATER RESIST ant	68.00	68.00
1	CA-0130 DARTA 18IN. WHITE/RED LED MAP	103.00	103.00
1	C-AP-0645-1 6IN ACC POCKET 4.5 DEEP PLASTIC	62.00	62.00
1	C-APW-0744-1 7IN POCKET 4.4 DEEP 3.3WIDE FOR WIDE CONSOLES SIDE SECTION	25.00	25.00
1	C-EBW20-USB2-1P VSW FP DUAL RECT NARROW SIDE 2IN MOUNTING SPACE	17.00	17.00
1	C-EBX-SO-1 SOUNDOFF CTRL FP VSX FT TRAY	27.00	27.00
1	C-FPW-3 3-IN WIDE BODY FILLER 3.3-IN	10.00	10.00
1	C-HDM-224 8.5 POST WIDE VSX W PRINTER MT	160.00	160.00
1	C-MD-119 TES 11" SLIDE OUT W/ADPTR 593138	315.00	315.00
1	CPE GRAPPLER BUMPER		0.00
1	CPE OEM SINGLE SPOTLIGHTS		0.00
1	CPE AXON FLEET 3		0.00
1	CPE LAPTOP DOCK WITH POWER SUPPLY		0.00
1	CPE MOTOROLA RADIO		0.00
1	CPE CRADLEPOINT WITH ANTENNA		0.00
1	CPE BROTHER PRINTER WITH WIRES		0.00
1	CUP2-1004 DUAL CUP SELF ADJUSTING	56.00	56.00
2	C-USB-3 DUAL USB CHARGER C AND A DUAL USB CHARGER C AND A	85.00	170.00
1	C-VSX-1800-TAH-PM-1 VSX CONSOLE W/ PRINTER 2025 TAH	1,035.00	1,035.00
1	DSR-2X 2 DIRECTIONAL RADAR	3,933.00	3,933.00
1	ECVDMTLA00 UNIVERSAL LED DOME LIGHT - 6IN . Round, w/	82.00	82.00
1	EMPLBLS148-2 48IN. 10-16V MPOWER LED RWAB D UAL	3,200.00	3,200.00
2	EMPS2STS4D MPOWER STUD MOUNT SURFACE R/W	145.00	290.00
2	EMPS2STS4E MPOWER STUD MOUNT SURFACE B/W	145.00	290.00
2	EMPS2STS5RBW MPOWER TRI COLOR, 4IN. STUD MO UNT, RBW	160.00	320.00
2	EMPSCG2STS4D SOUNDOFF 4IN FASCIA R/W 3WR MPOWER STUD MOUNT	145.00	290.00
2	EMPSCG2STS4E SOUNDOFF 4IN FASCIA B/W 3WR MPOWER STUD MOUNT	145.00	290.00
3	EMPSCG2STS4K SO 4" MPOWER 3-WIRE DUAL STUD MNT, RA	145.00	435.00
3	EMPSCG2STS4M SO 4" MPOWER 3-WIRE DUAL STUD MNT, BA	145.00	435.00
1	ENGLMK001 BLUELINK-21+ TAHOE	411.00	411.00
4	ENGND04102 REMOTE NODE W/ MAG ID	260.00	1,040.00

Quantity	Part Number	Unit Price	Extended Price
	NEW NO GND STUD		
1	ENGND20001 EVCS BREAKOUT BOX/ INPUT NODE	108.00	108.00
1	ENGSA5200RSP 500 SERIES - REMOTE BUTON 200W FKA ENGSA582RSP	1,003.00	1,003.00
1	ENT3B3D DUAL COLOR INTERSECTOR, SURFAC E MNT, R/W	230.00	230.00
1	ENT3B3E DUAL COLOR INTERSECTOR, SURFAC E MNT, B/W	230.00	230.00
2	ESLRL61158 SL RUN 61IN RED/BLUE/WHITE 5 MODULE BLUEPRINT	394.00	788.00
2	ETSS100J5 SOS 100W SIREN SPKR,5 YR WARAN 5 YR WARRANTY	254.00	508.00
1	ETSSVBK07 21 TAHOE SIREN BRKT 10R2 SPKR	40.00	40.00
1	FS2600 FLASH ALL BRAKE LIGHTS AGAINST	88.00	88.00
1	HKN4192 MOT SPECTRA 20FT PWR CABLE 20A	40.00	40.00
1	HKN6188 MOT CABLE, POWER AND SPEAKER	60.00	60.00
4	ILABOR INSTALL ANGEL ARMOR	145.00	580.00
37	ILABOR INSTALL LABOR	145.00	5,365.00
3	INS INSTALL LOFT	145.00	435.00
1	LOFT-21TAH-GV-AO ELECTRONIC ROTARY LOCK	1,488.00	1,488.00
1	M09400RCL RED LED MINI MARKER LIGHT, CLE ar Lens	10.00	10.00
1	M2402 USB TYPE A EXTENSION CABLE 6 F eet	6.00	6.00
1	NMOKHFUD TES 0-6000MHZ,3/4 MOUNT 436486	28.00	28.00
1	PCTCN7080 TES 760-870 1/4 WAVE ANTENNA 319012	11.00	11.00
1	PK0316TAH212ND 12VS 2ND CTD POLY 21 TAHOE	631.00	631.00
1	PK1152TAH21 FULL WIDTH WITH SCREEN 10XL C	1,024.00	1,024.00
1	PMP2BKUMB5-D 21 TAH DRIVER MIRROR BRKT	30.00	30.00
1	PMP2BKUMB5-P 21 TAH PASS MIRROR BRKT	30.00	30.00
1	PMP2RS304 21+ TAHOE SPOILER MOUNT 3 PAIR 3 LIGHTS/SIDE ON WING EXTERIOR	81.00	81.00
2	PMP2WSSSB 4IN. WINDOW SHROUD KIT - BLK	11.00	22.00
2	PMPLBKXT MPOWER FIXED HEIGHT EXT PLATE	30.00	60.00
1	PNFLBF38 2021 TAH SOUNDOFF LB HOOK KIT	80.00	80.00
2	PSLVBK03 SL RUNNER BRKT 21+ TAHOE SOLD EACH	23.00	46.00
1	PUVBBJ00 UNIVERSAL LIN BREAKOUT BOX ASSY AKA PMPLBJ00	112.00	112.00
1	QK1374TAH21 FULL REPL SEAT CPSB 12VS CARGO CAGE REQUIRED	1,334.00	1,334.00
1	REMOVAL EQUIPMENT REMOVAL	1,100.00	1,100.00
1	RFU-600-1 RFI MINI UHF MALE CRIMP CONN 61600	3.00	3.00

Quantity	Part Number	Unit Price	Extended Price
4	SC-1902 MOMENTARY PUSHBUTTON SWITCH	10.00	40.00
2	SC-6_HXL ELECTRIC W/HANDCUFF KEY, EXTRA LARGE	183.00	366.00
1	SC-7009-A SANTA CRUZ 10-30 SECOND TIMER	35.00	35.00
1	TINT-6 WINDOW TINT, FRONT WINDOWS ONL Y	120.00	120.00
1	TK0247TAH21 CARGO BOX TOA-TRAY OPEN TOP W/ANCHOR POINTS	1,225.00	1,225.00
1	TPA9289 TRN SETINA RADIO TRAY(NO LOCK)	357.00	357.00
1	WEI-009 WEISER RAIL AND BUTT PLATE	258.00	258.00
1	WK0595TAH21 WINDOW BARRIER VS POLY	329.00	329.00
1	INS GRAPPLER INSTALL	725.00	725.00

Quote valid until:	2025-12-11	Confidential and Proprietary	Sub Total	37,192.00	
Due to potential price increases from manufacturers, including those resulting from tariffs, or other circumstances, prices are subject to change without notice.			Shipping and Handling	450.00	Estimate
			Tax	TBD	
			Total	37,642.00	
X _____ Customer Signature					

BRIAN FIELDS
Upfit Account Executive
Brian.Fields@BearCom.com

EVANS (WAC) Branch Office: 970-330-9415
FAX: 970-330-3632

Ask your BearCom Account Executive about special Lease-to-Own financing options through US Bank

Important Note: A 3% surcharge will be applied to all credit card payments to help cover processing fees. Alternatively, please connect with your account representative to pay via ACH.

Proposal

Quote Number: 732039
 Quote Date: 2025-11-11
 Branch: 20286

Printed On:
 Page:

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 1

Customer/Prospect Number - 1747990

CITY OF FORT LUPTON
 130 S MCKINLEY AVE
 FORT LUPTON CO 80621-1343

Ship To - 1747990

CITY OF FORT LUPTON
 130 S MCKINLEY AVE
 FORT LUPTON CO 80621-1343

Customer Contact:		Customer Email:	
Phone Number:	()	Delivery Instr:	
Payment Terms:	Net 30		

Quantity	Part Number	Unit Price	Extended Price
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1	75812 STINGER DS LED W/ DC	198.00	198.00
1	911067 CIG PLUG HARNESS	20.00	20.00
1	911068 Y ADAPTER	25.00	25.00
1	911069 480 CONSOLE EXTENSION	20.00	20.00
1	911088 DATA SPLITTER NODE HARNESS	13.00	13.00
1	911204 CASPER'S CONSOLE HARNESS	75.00	75.00
1	911217 UNIVERSAL PUSH BUMPER HARNESS	65.00	65.00
1	911221 2021 TAHOE TAIL LIGHT HARNESS	200.00	200.00
1	911222 2021 TAHOE UNDERHOOD HARNESS	165.00	165.00
1	911225 2021 TAHOE REAR HATCH HARNESS	80.00	80.00
1	911320 24 TAHOE MAIN HARN 500 SIREN	855.00	855.00
1	01-00354 21 TAH DRIVER FRONT ANG ARM IIIA	1,352.00	1,352.00
1	01-00355 21 TAH PASS FRONT ANG ARM IIIA	1,352.00	1,352.00
1	155-2211-00 CABLE, REMOTE DISPLAY	130.00	130.00
1	292-522 VISATON FRS8-4 3.3IN. SPEAKERS	23.00	23.00
1	292-526 VISATON GRILL FOR FRS8 SERIES	10.00	10.00
1	6006B SWITCH BATTERY M ON/OFF W/KNOB	21.00	21.00
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1	911512-2 25+ UNIVERSAL RUNNING BOARD LG HT HARNESS	150.00	150.00
1	98-005-004 EPOCS SENSOR BRKT SMALL KA	18.00	18.00
1	99-004-004 90 FUSE HOLDER BRACKET	25.00	25.00
1	99-004-008 NODE MOUNT TAHOE 2020	30.00	30.00
1	99-005-019 KNUCKLE ASSEMBLY	36.00	36.00
1	99-005-031	59.00	59.00

Quantity	Part Number	Unit Price	Extended Price
	TAHOE DASH RADAR COMBO BRACKET 2025+		
1	BU-353-S4 USB GPS RECEIVER, WATER RESIST ant	68.00	68.00
1	CA-0130 DARTA 18IN. WHITE/RED LED MAP	103.00	103.00
1	C-AP-0645-1 6IN ACC POCKET 4.5 DEEP PLASTIC	62.00	62.00
1	C-APW-0744-1 7IN POCKET 4.4 DEEP 3.3WIDE FOR WIDE CONSOLES SIDE SECTION	25.00	25.00
1	C-EBW20-USB2-1P VSW FP DUAL RECT NARROW SIDE 2IN MOUNTING SPACE	17.00	17.00
1	C-EBX-SO-1 SOUNDOFF CTRL FP VSX FT TRAY	27.00	27.00
1	C-FPW-3 3-IN WIDE BODY FILLER 3.3-IN	10.00	10.00
1	C-HDM-224 8.5 POST WIDE VSX W PRINTER MT	160.00	160.00
1	C-MD-119 TES 11" SLIDE OUT W/ADPTR 593138	315.00	315.00
1	CPE GRAPPLER BUMPER		0.00
1	CPE OEM SINGLE SPOTLIGHTS		0.00
1	CPE AXON FLEET 3		0.00
1	CPE LAPTOP DOCK WITH POWER SUPPLY		0.00
1	CPE MOTOROLA RADIO		0.00
1	CPE CRADLEPOINT WITH ANTENNA		0.00
1	CPE BROTHER PRINTER WITH WIRES		0.00
1	CUP2-1004 DUAL CUP SELF ADJUSTING	56.00	56.00
2	C-USB-3 DUAL USB CHARGER C AND A DUAL USB CHARGER C AND A	85.00	170.00
1	C-VSX-1800-TAH-PM-1 VSX CONSOLE W/ PRINTER 2025 TAH	1,035.00	1,035.00
1	DSR-2X 2 DIRECTIONAL RADAR	3,933.00	3,933.00
1	ECVDMTLA00 UNIVERSAL LED DOME LIGHT - 6IN . Round, w/	82.00	82.00
1	EMPLBLS148-2 48IN. 10-16V MPOWER LED RWAB D UAL	3,200.00	3,200.00
2	EMPS2STS4D MPOWER STUD MOUNT SURFACE R/W	145.00	290.00
2	EMPS2STS4E MPOWER STUD MOUNT SURFACE B/W	145.00	290.00
2	EMPS2STS5RBW MPOWER TRI COLOR, 4IN. STUD MO UNT, RBW	160.00	320.00
2	EMPSCG2STS4D SOUNDOFF 4IN FASCIA R/W 3WR MPOWER STUD MOUNT	145.00	290.00
2	EMPSCG2STS4E SOUNDOFF 4IN FASCIA B/W 3WR MPOWER STUD MOUNT	145.00	290.00
3	EMPSCG2STS4K SO 4" MPOWER 3-WIRE DUAL STUD MNT, RA	145.00	435.00
3	EMPSCG2STS4M SO 4" MPOWER 3-WIRE DUAL STUD MNT, BA	145.00	435.00
1	ENGLMK001 BLUELINK-21+ TAHOE	411.00	411.00
4	ENGND04102 REMOTE NODE W/ MAG ID	260.00	1,040.00

Quantity	Part Number	Unit Price	Extended Price
	NEW NO GND STUD		
1	ENGND20001 EVCS BREAKOUT BOX/ INPUT NODE	108.00	108.00
1	ENGSA5200RSP 500 SERIES - REMOTE BUTON 200W FKA ENGSA582RSP	1,003.00	1,003.00
1	ENT3B3D DUAL COLOR INTERSECTOR, SURFAC E MNT, R/W	230.00	230.00
1	ENT3B3E DUAL COLOR INTERSECTOR, SURFAC E MNT, B/W	230.00	230.00
2	ESLRL61158 SL RUN 61IN RED/BLUE/WHITE 5 MODULE BLUEPRINT	394.00	788.00
2	ETSS100J5 SOS 100W SIREN SPKR,5 YR WARAN 5 YR WARRANTY	254.00	508.00
1	ETSSVBK07 21 TAHOE SIREN BRKT 10R2 SPKR	40.00	40.00
1	FS2600 FLASH ALL BRAKE LIGHTS AGAINST	88.00	88.00
1	HKN4192 MOT SPECTRA 20FT PWR CABLE 20A	40.00	40.00
1	HKN6188 MOT CABLE, POWER AND SPEAKER	60.00	60.00
4	ILABOR INSTALL ANGEL ARMOR	145.00	580.00
37	ILABOR INSTALL LABOR	145.00	5,365.00
3	INS INSTALL LOFT	145.00	435.00
1	LOFT-21TAH-GV-AO ELECTRONIC ROTARY LOCK	1,488.00	1,488.00
1	M09400RCL RED LED MINI MARKER LIGHT, CLE ar Lens	10.00	10.00
1	M2402 USB TYPE A EXTENSION CABLE 6 F eet	6.00	6.00
1	NMOKHFUD TES 0-6000MHZ,3/4 MOUNT 436486	28.00	28.00
1	PCTCN7080 TES 760-870 1/4 WAVE ANTENNA 319012	11.00	11.00
1	PK0316TAH212ND 12VS 2ND CTD POLY 21 TAHOE	631.00	631.00
1	1K0574TAH21FSR 6VS SPT - FULL REPL. SEAT	1,134.00	1,134.00
1	PMP2BKUMB5-D 21 TAH DRIVER MIRROR BRKT	30.00	30.00
1	PMP2BKUMB5-P 21 TAH PASS MIRROR BRKT	30.00	30.00
1	PMP2RS304 21+ TAHOE SPOILER MOUNT 3 PAIR 3 LIGHTS/SIDE ON WING EXTERIOR	81.00	81.00
2	PMP2WSSSB 4IN. WINDOW SHROUD KIT - BLK	11.00	22.00
2	PMPLBKXT MPOWER FIXED HEIGHT EXT PLATE	30.00	60.00
1	PNFLBF38 2021 TAH SOUNDOFF LB HOOK KIT	80.00	80.00
2	PSLVBK03 SL RUNNER BRKT 21+ TAHOE SOLD EACH	23.00	46.00
1	PUVBBJ00 UNIVERSAL LIN BREAKOUT BOX ASSY AKA PMPLBJ00	112.00	112.00
1	QK1374TAH21 FULL REPL SEAT CPSB 12VS CARGO CAGE REQUIRED	1,334.00	1,334.00
1	REMOVAL EQUIPMENT REMOVAL	1,100.00	1,100.00
1	RFU-600-1 RFI MINI UHF MALE CRIMP CONN 61600	3.00	3.00

Quantity	Part Number	Unit Price	Extended Price
4	SC-1902 MOMENTARY PUSHBUTTON SWITCH	10.00	40.00
2	SC-6_HXL ELECTRIC W/HANDCUFF KEY, EXTRA LARGE	183.00	366.00
1	SC-7009-A SANTA CRUZ 10-30 SECOND TIMER	35.00	35.00
1	TINT-6 WINDOW TINT, FRONT WINDOWS ONL Y	120.00	120.00
1	TK0247TAH21 CARGO BOX TOA-TRAY OPEN TOP W/ANCHOR POINTS	1,225.00	1,225.00
1	TPA9289 TRN SETINA RADIO TRAY(NO LOCK)	357.00	357.00
1	WEI-009 WEISER RAIL AND BUTT PLATE	258.00	258.00
1	WK0595TAH21 WINDOW BARRIER VS POLY	329.00	329.00
1	INS GRAPPLER INSTALL	725.00	725.00

Quote valid until:	2025-12-11	Confidential and Proprietary	Sub Total	37,302.00	
Due to potential price increases from manufacturers, including those resulting from tariffs, or other circumstances, prices are subject to change without notice.			Shipping and Handling	450.00	Estimate
			Tax	TBD	
			Total	37,752.00	
X _____ Customer Signature					

BRIAN FIELDS
Upfit Account Executive
Brian.Fields@BearCom.com

EVANS (WAC) Branch Office: 970-330-9415
FAX: 970-330-3632

Ask your BearCom Account Executive about special Lease-to-Own financing options through US Bank

Important Note: A 3% surcharge will be applied to all credit card payments to help cover processing fees. Alternatively, please connect with your account representative to pay via ACH.

Proposal

Quote Number: 732047
 Quote Date: 2025-11-11
 Branch: 20286

Printed On:
 Page:

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Customer/Prospect Number - 1747990

CITY OF FORT LUPTON
 130 S MCKINLEY AVE
 FORT LUPTON CO 80621-1343

Ship To - 1747990

CITY OF FORT LUPTON
 130 S MCKINLEY AVE
 FORT LUPTON CO 80621-1343

Customer Contact:		Customer Email:	
Phone Number:	()	Delivery Instr:	
Payment Terms:	Net 30		

Quantity	Part Number	Unit Price	Extended Price
2	17040 MAGNETIC MICR SYSTEM	42.00	84.00
1	75812 STINGER DS LED W/ DC	198.00	198.00
1	911067 CIG PLUG HARNESS	20.00	20.00
1	911068 Y ADAPTER	25.00	25.00
1	911069 480 CONSOLE EXTENSION	20.00	20.00
1	911088 DATA SPLITTER NODE HARNESS	13.00	13.00
1	911204 CASPER'S CONSOLE HARNESS	75.00	75.00
1	911217 UNIVERSAL PUSH BUMPER HARNESS	65.00	65.00
1	911221 2021 TAHOE TAIL LIGHT HARNESS	200.00	200.00
1	911222 2021 TAHOE UNDERHOOD HARNESS	165.00	165.00
1	911225 2021 TAHOE REAR HATCH HARNESS	80.00	80.00
1	911320 24 TAHOE MAIN HARN 500 SIREN	855.00	855.00
1	01-00354 21 TAH DRIVER FRONT ANG ARM IIIA	1,352.00	1,352.00
1	01-00355 21 TAH PASS FRONT ANG ARM IIIA	1,352.00	1,352.00
1	155-2211-00 CABLE, REMOTE DISPLAY	130.00	130.00
1	292-522 VISATON FRS8-4 3.3IN. SPEAKERS	23.00	23.00
1	292-526 VISATON GRILL FOR FRS8 SERIES	10.00	10.00
1	6006B SWITCH BATTERY M ON/OFF W/KNOB	21.00	21.00
6	911092-5 CASPER'S WAC EXT MINI 5FT	16.00	96.00
1	911512-2 25+ UNIVERSAL RUNNING BOARD LG HT HARNESS	150.00	150.00
1	98-005-004 EPOCS SENSOR BRKT SMALL KA	18.00	18.00
1	99-004-004 90 FUSE HOLDER BRACKET	25.00	25.00
1	99-004-008 NODE MOUNT TAHOE 2020	30.00	30.00
1	99-005-019 KNUCKLE ASSEMBLY	36.00	36.00
1	99-005-031	59.00	59.00

Quantity	Part Number	Unit Price	Extended Price
	TAHOE DASH RADAR COMBO BRACKET 2025+		
1	BU-353-S4 USB GPS RECEIVER, WATER RESIST ant	68.00	68.00
1	CA-0130 DARTA 18IN. WHITE/RED LED MAP	103.00	103.00
1	C-AP-0645-1 6IN ACC POCKET 4.5 DEEP PLASTIC	62.00	62.00
1	C-APW-0744-1 7IN POCKET 4.4 DEEP 3.3WIDE FOR WIDE CONSOLES SIDE SECTION	25.00	25.00
1	C-EBW20-USB2-1P VSW FP DUAL RECT NARROW SIDE 2IN MOUNTING SPACE	17.00	17.00
1	C-EBX-SO-1 SOUNDOFF CTRL FP VSX FT TRAY	27.00	27.00
1	C-FPW-3 3-IN WIDE BODY FILLER 3.3-IN	10.00	10.00
1	C-HDM-224 8.5 POST WIDE VSX W PRINTER MT	160.00	160.00
1	C-MD-119 TES 11" SLIDE OUT W/ADPTR 593138	315.00	315.00
1	CPE GRAPPLER BUMPER		0.00
1	CPE OEM SINGLE SPOTLIGHTS		0.00
1	CPE AXON FLEET 3		0.00
1	CPE LAPTOP DOCK WITH POWER SUPPLY		0.00
1	CPE MOTOROLA RADIO		0.00
1	CPE CRADLEPOINT WITH ANTENNA		0.00
1	CPE BROTHER PRINTER WITH WIRES		0.00
1	CUP2-1004 DUAL CUP SELF ADJUSTING	56.00	56.00
2	C-USB-3 DUAL USB CHARGER C AND A DUAL USB CHARGER C AND A	85.00	170.00
1	C-VSX-1800-TAH-PM-1 VSX CONSOLE W/ PRINTER 2025 TAH	1,035.00	1,035.00
1	DSR-2X 2 DIRECTIONAL RADAR	3,933.00	3,933.00
1	ECVDMTLA00 UNIVERSAL LED DOME LIGHT - 6IN . Round, w/	82.00	82.00
2	EMPS2STS4D MPOWER STUD MOUNT SURFACE R/W	145.00	290.00
2	EMPS2STS4E MPOWER STUD MOUNT SURFACE B/W	145.00	290.00
2	EMPS2STS5RBW MPOWER TRI COLOR, 4IN. STUD MO UNT, RBW	160.00	320.00
2	EMPSCG2STS4D SOUNDOFF 4IN FASCIA R/W 3WR MPOWER STUD MOUNT	145.00	290.00
2	EMPSCG2STS4E SOUNDOFF 4IN FASCIA B/W 3WR MPOWER STUD MOUNT	145.00	290.00
3	EMPSCG2STS4K SO 4" MPOWER 3-WIRE DUAL STUD MNT, RA	145.00	435.00
3	EMPSCG2STS4M SO 4" MPOWER 3-WIRE DUAL STUD MNT, BA	145.00	435.00
1	ENGLMK001 BLUELINK-21+ TAHOE	411.00	411.00
4	ENGND04102 REMOTE NODE W/ MAG ID NEW NO GND STUD	260.00	1,040.00
1	ENGND20001 EVCS BREAKOUT BOX/ INPUT NODE	108.00	108.00

Quantity	Part Number	Unit Price	Extended Price
1	ENGSA5200RSP 500 SERIES - REMOTE BUTON 200W FKA ENGSA582RSP	1,003.00	1,003.00
1	ENT3B3D DUAL COLOR INTERSECTOR, SURFAC E MNT, R/W	230.00	230.00
1	ENT3B3E DUAL COLOR INTERSECTOR, SURFAC E MNT, B/W	230.00	230.00
2	ESLRL61158 SL RUN 61IN RED/BLUE/WHITE 5 MODULE BLUEPRINT	394.00	788.00
2	ETSS100J5 SOS 100W SIREN SPKR,5 YR WARAN 5 YR WARRANTY	254.00	508.00
1	ETSSVBK07 21 TAHOE SIREN BRKT 10R2 SPKR	40.00	40.00
1	FS2600 FLASH ALL BRAKE LIGHTS AGAINST	88.00	88.00
1	HKN4192 MOT SPECTRA 20FT PWR CABLE 20A	40.00	40.00
1	HKN6188 MOT CABLE, POWER AND SPEAKER	60.00	60.00
4	ILABOR INSTALL ANGEL ARMOR	145.00	580.00
37	ILABOR INSTALL LABOR	145.00	5,365.00
3	INS INSTALL LOFT	145.00	435.00
1	LOFT-21TAH-GV-AO ELECTRONIC ROTARY LOCK	1,488.00	1,488.00
1	M09400RCL RED LED MINI MARKER LIGHT, CLE ar Lens	10.00	10.00
1	M2402 USB TYPE A EXTENSION CABLE 6 F eet	6.00	6.00
1	NMOKHFUD TES 0-6000MHZ,3/4 MOUNT 436486	28.00	28.00
1	PCTCN7080 TES 760-870 1/4 WAVE ANTENNA 319012	11.00	11.00
1	PK0316TAH212ND 12VS 2ND CTD POLY 21 TAHOE	631.00	631.00
1	1K0574TAH21FSR 6VS SPT - FULL REPL. SEAT	1,134.00	1,134.00
1	PMP2BKUMB5-D 21 TAH DRIVER MIRROR BRKT	30.00	30.00
1	PMP2BKUMB5-P 21 TAH PASS MIRROR BRKT	30.00	30.00
1	PMP2RS304 21+ TAHOE SPOILER MOUNT 3 PAIR 3 LIGHTS/SIDE ON WING EXTERIOR	81.00	81.00
2	PMP2WSSSB 4IN. WINDOW SHROUD KIT - BLK	11.00	22.00
2	PSLVBK03 SL RUNNER BRKT 21+ TAHOE SOLD EACH	23.00	46.00
1	PUVBBJ00 UNIVERSAL LIN BREAKOUT BOX ASSY AKA PMPLBJ00	112.00	112.00
1	QK1374TAH21 FULL REPL SEAT CPSB 12VS CARGO CAGE REQUIRED	1,334.00	1,334.00
1	RFU-600-1 RFI MINI UHF MALE CRIMP CONN 61600	3.00	3.00
4	SC-1902 MOMENTARY PUSHBUTTON SWITCH	10.00	40.00
2	SC-6_HXL ELECTRIC W/HANDCUFF KEY, EXTRA LARGE	183.00	366.00
1	SC-7009-A SANTA CRUZ 10-30 SECOND TIMER	35.00	35.00
1	TINT-6 WINDOW TINT, FRONT WINDOWS ONL	120.00	120.00

Quantity	Part Number	Unit Price	Extended Price
	Y		
1	TK0247TAH21 CARGO BOX TOA-TRAY OPEN TOP W/ANCHOR POINTS	1,225.00	1,225.00
1	TPA9289 TRN SETINA RADIO TRAY(NO LOCK)	357.00	357.00
1	WEI-009 WEISER RAIL AND BUTT PLATE	258.00	258.00
1	WK0595TAH21 WINDOW BARRIER VS POLY	329.00	329.00
1	INS GRAPPLER INSTALL	725.00	725.00
1	ENFWBFS-C06-2 21-22 TAHO F VISOR DUAL RW BW QE092273-2 ENFWB00GCZ	1,269.00	1,269.00

Quote valid until:	2025-12-11	Confidential and Proprietary	Sub Total	34,131.00	
Due to potential price increases from manufacturers, including those resulting from tariffs, or other circumstances, prices are subject to change without notice.			Shipping and Handling	450.00	Estimate
			Tax	TBD	
			Total	34,581.00	
X _____ Customer Signature					

BRIAN FIELDS
Upfit Account Executive
Brian.Fields@BearCom.com

EVANS (WAC) Branch Office: 970-330-9415
FAX: 970-330-3632

Ask your BearCom Account Executive about special Lease-to-Own financing options through US Bank

Important Note: A 3% surcharge will be applied to all credit card payments to help cover processing fees. Alternatively, please connect with your account representative to pay via ACH.



SUBJECT FOR DISCUSSION

Approving the Purchase and Payment for Ten Getac Mobile Data Terminals in an Amount Not to Exceed \$44,457.60, Allocated from the 2026 Police Department Capital Projects budget.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

As part of the budgeted capital projects for 2026, the Police Department (PD) is purchasing ten Getac Mobile Data Terminals (laptops) to replace aging computer systems, reduce redundancy, and improve PD operational effectiveness. Each Getac MDT is quoted at \$3,850.00 plus \$517.26 for the extended warranty. The PD is also purchasing one vehicle dock for \$785.00. The total cost is \$44,457.60.

FINANCIAL CONSIDERATIONS

Funding is included with the approved 2026 PD Capital Projects budget.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

N/A

STAFF RECOMMENDATIONS

Staff recommends approving the estimate and payment.

Attachments: a. DCW Quote Q-143874
 b. Exemption request form

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



DATA CENTER WAREHOUSE

23041 Avenida De La Carlota, Suite 325
Laguna Hills, CA 92653
Phone: 732-579-7134

Getac November

Number: **Q-143874**

Date: **11/04/2025**

Bill To:
Travis Aksamitowski
City of Fort Lupton Ref: 100782
130 S Mckinley Avenue, Suite 1
Fort Lupton, CO 80621
Phone: (720)466-6113
Email: Taksamitowski@FortLuptonCo.Gov

Ship To:
Travis Aksamitowski
City of Fort Lupton
130 S Mckinley Ave Ste 1
Fort Lupton, CO 80621
Phone: (720)466-6113
Email: Taksamitowski@FortLuptonCo.Gov

Item #	Mfr. Part	Description	Price	Qty.	Extended
*1	GE-SVTBNFX5Y	Getac Protection Plus - 5 Year - Warranty - Maintenance - Parts & Labor - Physica Mfr: Getac, Inc	\$ 517.26	10	\$ 5,172.60
*2	5433GB460502	B360 - Gamber-Johnson, 7160-1431-23, Vehicle Dock, with Tri Pass-through, with screen support (ex. vehicle adapter) Mfr: Getac, Inc	\$ 785.00	1	\$ 785.00
*3	BS7736BABDGX	B360G2 - INTEL CORE I7-1260P PROCESSOR, 13.3 + WINDOWS HELLO WEBCAM, MICROSOFT WINDOWS 11 PRO X64 WITH 32GB RAM + TAA, 512GB PCIE SSD (MAIN Mfr: GETAC, INC	\$ 3,850.00	10	\$ 38,500.00
3 item(s)			Sub-Total		\$ 44,457.60
			Freight		\$ 0.00
			Tax @ 0%		\$ 0.00
			Total		\$ 44,457.60

(*) Tax exempted Part(s)

Quote Valid Until: 12/04/2025

Payment Details

Pay by: Company PO
Payment Term 30 days

Terms and Conditions

This quote is based on current duty and tax rates. Any increases in duties, tariffs, or related government-imposed fees after this quote but before the order date shall be the sole responsibility of customer.

Please visit <http://datacenterwarehouse.com/terms-and-conditions/> for terms and conditions.

Shipping and Delivery Details

Shipping via: UPS Ground

Prepared by: **Danny Mirsky**

Email: **Danny.Mirsky@4dcw.com**

Phone: **732-579-7134**

**City of Fort Lupton
Exemption Request Form**

Per the resolution adopted by City Council on 12/5/2023 adopting procurement policies effective 1/1/2024, there are exemptions to formal procurement. If the reason for exemption is hardship, sole source, or professional services over \$30,000, this form must be completed by the Department Head and the proper approval must be obtained.

Supplies, Products, Services Desired to be Purchased: MDT Purchase

Which reason is this exemption request form being used: Piggybacked Purchases

Justification for Exemption (can also attach if desired):

The City of Fort Lupton Police Department is purchasing ten mobile data terminals to replace aging computer systems. The total cost of the project is \$44,457.60 and is allocated from the 2026 PD Capital Projects fund. The vendor for this project is the same vendor used by the IT department for 2025 purchases and is verified to be the lowest cost vendor providing identical products.



William Carnes (Department Head)

11/12/2025

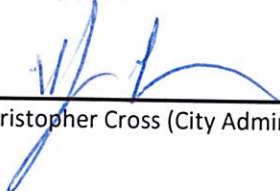
Date



Leann Perino (Finance Director)

11/12/25

Date



Christopher Cross (City Administrator)

11/12/25

Date



SUBJECT FOR DISCUSSION

Accepting a 5 Year Product & Services Agreement with Active Network LLC for Recreation Membership Management Services at the Fort Lupton Recreation Center.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Recreation Center maintains a standing agreement with Active Network LLC, structured under a Tiered Model. Fees generated through this model are calculated by transaction fees and processing fees. Currently fees are covered by the customer for all online transactions, while the City absorbs the costs associated with in-house credit card processing fees.

The new agreement is a flat annual rate for the subscription model (replacing transaction fees). The new agreement will allow for a minimum 3% fee on all consumer online transactions and a minimum 3% on all staff interface credit card transactions. All credit card processing fees will be passed along to the customer.

The new agreement also includes Captivate which is the mobile version to Active.

FINANCIAL CONSIDERATIONS

This is a 5 year subscription agreement.

LEGAL/POLITICAL CONSIDERATIONS

City Attorney has reviewed the agreement.

ALTERNATIVES/OPTIONS

Deny agreement and search for another recreation software service.

STAFF RECOMMENDATIONS

Staff recommends to continue with the Active Network LLC for recreation membership management services at the Fort Lupton Recreation Center.

Attachments: a. Active Network LLC Product and Services Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

PRODUCT AND SERVICES AGREEMENT

CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:	City of Fort Lupton	ADDRESS:	203 Harrison Ave Fort Lupton, CO 80621
CONTACT NAME:	Julie Holm	TELEPHONE:	
EMAIL:	jholm@fortluptonco.gov		

OVERVIEW OF AGREEMENT
This Agreement consists of this cover page, the Schedule, the General Terms, and the following Product Attachments:
Recreation and Membership Management Product Attachment

NOTE: If Client is tax exempt, certificate must be provided along with signed contract.

In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

CLIENT	ACTIVE NETWORK, LLC
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Active Network, LLC
3400 N. Central Expressway, Suite 300, Richardson, TX 75080
Telephone: (469) 291-0300

Products and Services General Terms

Client's relationship with Active and Client's use of Active's products and services (including Client's licensing of Active's SaaS, Client's use of Services, and/or Client's purchase or leasing of Hardware) are subject to the terms and conditions set forth herein and are between Client and Active. Capitalized terms are defined in Section 7 below, unless otherwise defined within the body of this Agreement, the applicable Product Attachment, or Schedule. In order to use the Products, Client must first agree to this Agreement. Client represents and warrants that Client has the necessary and full right, power, authority, and capability to accept this Agreement, to bind Client's organization, and to perform Client's obligations hereunder. Client can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to Client by Active in the user interface for any Product; (b) signing a document where a link to this Agreement appears in an order form, Schedule, or other document provided to Client by Active; (c) by signing this Agreement, if there is a designated area to sign; or (d) by actually using the Products. In the case of (d), Client understands and agrees that Active will treat Client's use of the Products as acceptance of this Agreement from that point onwards. Client may not use the Products and may not accept this Agreement if (i) Client is not of legal age to form a binding contract with Active, or (ii) Client is a person barred from receiving the Products under the laws of the United States or other countries, including the country in which Client is a resident or from which Client uses the Products. Client may not use the Products if Client does not accept this Agreement. By accepting this Agreement, Client agrees as follows:

1. AGREEMENT STRUCTURE AND SCOPE.

1.1. General Terms and Incorporation of Product Terms. This Agreement establishes the general terms and conditions to which the parties have agreed to in order to facilitate the licensing of the Products. Additional Product-specific terms and conditions are set forth in one or more documents referenced in the applicable Schedule, each of which is incorporated herein (each, a "**Product Attachment**"). All references to the "**General Terms**" mean this document, exclusive of Product Attachments and Schedules.

1.2. Incorporation of Schedules. The parties may enter into new Schedules from time to time. Each Schedule incorporates the terms of these General Terms and the applicable Product Attachment.

1.3. Incorporation of EULAs. Client's use of any Third-Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third-Party EULA(s).

1.4. Incorporation of Exhibits. Client's use of any payment processing services hereunder will be subject to, and Client will comply with, this Agreement and an applicable Exhibit(s).

1.5. Affiliates. Client's Affiliates may order Products from Active (or one of Active's Affiliates) by entering into a Schedule. In the event that a Client Affiliate enters into a Schedule with Active (or an Affiliate of Active), reference in this Agreement to "**Client**" and "**Active**" will mean the respective entity that accepts (as described in the Preamble) the applicable Schedule. Each such Schedule will be deemed to be a separate agreement.

2. FINANCIAL TERMS.

2.1. Payment Terms. Unless otherwise specified in the Schedule, all amounts owed by Client that are not directly collected by Active are due from Client within thirty (30) days from either (a) the end of the remittance cycle during which the fees accrued (if related to registrations or transaction processing), or (b) the date of the applicable invoice. If the Agreement Effective Date is on or before the fifteenth (15th) day of the month, Active will invoice Clients on the fifteenth (15th), or on the following business day when such date falls on a weekend day. If the Agreement Effective Date is after the fifteenth (15th) day of the month, Active will invoice Clients on the first (1st) day of the following month, or on the following business day when such date falls on a weekend day. Notwithstanding the foregoing, Active shall invoice Client for fifty percent (50%) of total Service costs at Service initiation. The remaining fifty percent (50%) of the total Service costs will be invoiced at Service completion. Past due fees will accrue interest at an annual rate of ten percent (10%) per annum. In the event of any non-payment or delay in paying a fee, Client agrees to reimburse Active for any fees and expenses incurred in its collection efforts.

2.2. Fees and Currency. Fees and currency, are specified in the applicable Schedule. Payment of fees is under no circumstances subject to, or conditioned upon, the delivery of future Products or functionality. Active shall have the right, once per calendar year, to increase the subscription fees by two percent (2%) and/or the transaction fees by four percent (4%) (the "**Annual Fee Increase**"), as applicable. **Additional Payment Terms.** If Active reasonably believes that a transaction by Client, licensee, or End User, as applicable, may be fraudulent or otherwise contrary to law, Active may issue an invoice or offset an equivalent amount from Client's account or any payment Active owes to Client and return the value to the End User (as set forth below) and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

2.3.

2.4. Credit Card Surcharging. All fees described in the applicable Schedule are in consideration of the Products that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any End User.

2.5. Taxes. The prices stated in this Agreement do not include Taxes. Client is responsible for, and agrees to pay, any and all required Taxes which may be assessed on Client's invoices. If Client is tax-exempt, Client will send Active a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any Schedule. Client is solely responsible for determining which, if any, Taxes apply to End Users or licensees in connection with Client's use of the Products and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Active provides Client with tools that assist Client in doing so. In the event that a governmental authority requires Active to pay any Taxes attributable to Client's use of the Products, to the extent not prohibited by law, Client agrees to defend, indemnify, and hold Active harmless from all such Taxes and all costs and expenses related thereto. Active reserves the right to modify this section and apply all required Taxes to this Agreement upon providing a thirty (30) day written notice to Client in order to comply with applicable laws. When Active is acting as the payment facilitator and Client elects to include an additional fee in the End Users' cart that is identified as a "sales tax" or similar designation, then, no more frequently than once per calendar year during the Term of the Agreement, Active may, upon at least five (5) business days' prior written notice, (a) require Client to send to Active Client's books and records related to its sales tax payments, and/or (b) visit Client's premises during Client's normal business hours to review Client's sales tax payments.

3. LIMITED RIGHTS AND OWNERSHIP; INDEMNIFICATION; CONFIDENTIALITY.

3.1. Reservation of Rights. All rights not expressly granted in this Agreement are reserved by Active and its licensors. Client acknowledges that: (a) all Protected Materials are licensed and not sold; (b) Client acquires only the right to use the Products in accordance with this Agreement, and Active and/or its licensors will retain sole and exclusive ownership of and all right, title, and interest in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Active and its licensors.

3.2. Restrictions. Unless otherwise set forth in a EULA, Product Attachment, or Schedule, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Protected Materials; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Products in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Protected Materials to any user other than those who are licensed pursuant to this Agreement to have such access; (d) write or develop any derivative works based upon the Products; (e) modify, adapt, translate, or otherwise make any changes to the Products or any part thereof; (f) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Active's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Products, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Active or its licensors; (h) without Active's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Protected Materials except as expressly permitted herein; (j) remove from any Products identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Active in and to any Products; (l) use the Products for other than authorized and legal purposes, consistent with this Agreement and all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Protected Materials for hosting purposes

3.3. Enforcement. Client will (a) ensure that all Client users of Products comply with the terms and conditions of this Agreement; (b) promptly notify Active of any actual or suspected violation thereof; and (c) cooperate with Active with respect to any investigation and enforcement of this Agreement.

3.4. Active Indemnification. Active agrees to defend, settle, and pay damages (including reasonable attorneys' fees) ("**Client Losses**") relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("**Claim(s) Against Client**") against Client to the extent that such claim is based upon Active's proprietary Products (excluding Professional Services and Third Party Products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement; provided Client shall (i) promptly give Active written notice of the Claim Against Client; provided, however, that Client's failure to give or delay in giving such notice to Active shall not relieve Active of any liability it may have to Client except to the extent that Active demonstrates that the defense of such Claim Against Client is prejudiced thereby, (ii) gives Active sole control of the defense and settlement of the Claim Against Client; provided that Active may not settle any Claim Against Client without Client's prior written consent unless such settlement includes a complete and final release of liability and Client Losses against Client and does not impose any obligations on Client, and (iii) gives Active all reasonable assistance, at Active's expense.

3.5. Infringement. Active shall have no liability or obligation under Section 3.4 above or otherwise to the extent a Claim Against Client is based upon (i) use of the Products in combination with software or hardware not provided by or specified by Active in the Documentation, if infringement would have been avoided in the absence of such combination; (ii) modifications of the Products made by any individual or entity other than Active or at Active's written direction; or (iii) use of the Products by Client or any User in a manner not expressly permitted by the Agreement. If Active has reason to believe that the Products may infringe or misappropriate any third party Intellectual Property right or otherwise give rise to an infringement or misappropriation Claim Against Client, Active may in its sole discretion and at no cost to Client (a) modify the Products so that they no longer infringe or misappropriate or (b) obtain a license for Client's continued use of that Products in accordance with this Agreement. If Active determines (a) and (b) above are not reasonably practicable, Active may (x) terminate Client's subscriptions for the Products, if applicable, or (y) terminate this Agreement, if Client is not using the Products on a subscription basis, upon thirty (30) days' written notice and Active will refund to Client any prepaid fees covering the remainder of the Term (as defined in the applicable Product Attachment) of the subscription(s). Active's defense and indemnification obligations in Section 3.4 above do not apply to the extent a Claim Against Client arises from Client's breach of this Agreement.

3.6. Client Indemnification. To the extent not prohibited by law and, subject to the limitations and protections afforded by the Colorado Governmental Immunity Act, if such act if applicable, Client will defend Active, and hold Active and its Affiliates and their respective employees, directors, successors and permitted assigns harmless, against any claim, action, regulatory action, demands, lawsuit or proceedings (whether threatened, asserted, or filed) made or brought against Active by a third party to the extent that such claim is based upon (a) any actual, alleged or anticipated breach by Client of this Agreement; (b) injury or death to a person or damage to property resulting from the participation in an Event (as defined in the applicable Product Attachment) operated by Client in connection with the Products; (c) Client's provision to Active of materials, products, or services as part of Client's obligations hereunder that infringe the Intellectual Property rights of any third party provided that such materials, products, or services are used by Active in accordance with the Agreement; (d) use or unauthorized disclosure of Participant Information by Client or other third parties to whom access is given to Participant Information as provided hereunder; (e) Client's use of the Products in violation of Section 3.2 (Restrictions) of these General Terms; and/or (f) any claims for refunds or chargeback requests from End Users ("**Claim(s) Against Active**"). To the extent not prohibited by law, Client will indemnify Active from any damages, liabilities, losses, expenses, fines, penalties and/or judgments, attorney fees and costs finally awarded against Active as a result of, or for any amounts charged to Active, recoverable from Active and/or paid by Active under a Client and court-approved settlement of, a Claim Against Active ("**Active Losses**"); provided Active (i) promptly gives Client written notice of the Claim Against Active; provided, however, that Client shall not be excused from its indemnification obligations unless a delay in providing such notice impairs Client's ability to defend the Claim Against Active; (ii) gives Client sole control of the defense and settlement of the Claim Against Active (except that Client may not settle any Claim Against Active unless it unconditionally releases Active of all liability), and (iii) gives Client all reasonable assistance, at Client's expense. The above defense and indemnification obligations do not apply to the extent a Claim Against Active arises from Active's breach of this Agreement.

3.7. Definition of Confidential Information. During the Term (as defined in the applicable Product Attachment) of this Agreement and for a period of three (3) years after the expiration of or the termination of this Agreement each party acknowledges and agrees that "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Client includes Client data; Confidential Information

of Active includes the Products; and Confidential Information of each party, solely by way of illustration, and not in limitation, shall include the following information: the terms and conditions of this Agreement (including pricing), financial data, plans, forecasts, Intellectual Property, methodologies, as well as business and marketing plans, technology and technical information, product plans and designs, Client information, strategic analyses and business processes, in each instance disclosed by such Disclosing Party or any of its Representatives regarding it and its Affiliates. However, Confidential Information does not include any information that the Receiving Party can demonstrate (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidence by prior documentation or tangible embodiments of such information

3.8. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its respective Affiliates' employees, officers, directors, agents, representatives and contractors, including, legal counsel, tax advisors and/or accountants who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with or are otherwise subject to enforceable obligations to the Receiving Party that contain protections no less stringent than those herein (collectively, "**Representatives**")

3.9. Required Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

4. DISCLAIMERS AND LIMITATION OF LIABILITY.

4.1. EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CLIENT ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN AND IN THE PRODUCT ATTACHMENTS ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (f) WARRANTY THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS. ACTIVE WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT PRODUCTS, LOST DATA, LOSS OF USE OF INFORMATION OR PRODUCTS, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT ACTIVE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO (I) THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE SPECIFIC PRODUCT UNDER THE APPLICABLE SCHEDULE GIVING RISE TO SUCH CLAIMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE LESS ANY AMOUNTS PAID BY ACTIVE WITH RESPECTIVE TO LIABILITIES UNDER THIS AGREEMENT, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, 10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE. NOTWITHSTANDING THE ABOVE, IF CLIENT RESIDES OUTSIDE OF THE U.S., THIS DOES NOT AFFECT ACTIVE'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

5. TERM AND TERMINATION.

5.1. Term. The Term of this Agreement shall be for five (5) years.. This Agreement will continue until either party terminates all Schedules and Product Attachment as provided hereunder.

5.2. Termination. Either party may terminate this Agreement, including any or all Product Attachments and Schedules executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable Product Attachment or Schedule, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified in writing of such breach, except for breach of Section 2 of these General Terms which will have a ten (10) day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code Where a party has the right to terminate this Agreement, such party may at its discretion either terminate the entire Agreement or the applicable Product Attachment or Schedule; provided however, that termination of a Product Attachment will automatically terminate all Schedules entered into pursuant to such Product Attachment. Product Attachments and Schedules that are not terminated will continue in full force and effect under the terms of this Agreement. Following termination of this Agreement or a Product Attachment (for whatever reason), if requested by Active, Client will certify that it has returned or destroyed all copies of the applicable Protected Materials and acknowledges that its rights to use the same are relinquished. Except for the refund of prepaid fees set forth in Section 3.5 (Infringement), as applicable, termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Active result in a refund of fees paid.

5.3. Suspension. Active will be entitled to suspend any or all Products or deactivate Client's account, including suspending its performance and obligation to remit payments hereunder, upon ten (10) days' written notice to Client in the event Active reasonably believes that Client is in breach of this Agreement, Client's use of the Products is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Client-associated party to perform hereunder. Further, Active, in its sole discretion, may terminate Client's password, accounts (or any part thereof), and/or Client's right to use the Products, and remove and discard any and all of Client's content within the Products, at any time for any reason or no reason, including, without limitation, for lack of use, failure to timely pay any fees or other monies due Active, or if Active believes Client has violated or acted inconsistently with the letter or spirit of this Agreement. Client agrees that any termination of its use of the Products may be effected without prior notice, and acknowledges and agrees that Active may immediately deactivate or delete Client's account and all related content and files related to Client's account and/or bar any further access to such files or Products. Further, Client agrees that Active shall not be liable to Client or any third party for any termination of use of or access to the Products. All provisions of this Agreement that by their nature should survive termination of Client's right to use the Products shall survive (including, without limitation, all limitations of liability, releases, indemnification obligations, disclaimers of warranties and Intellectual Property protections and licenses).

6. GENERAL PROVISIONS.

6.1. Force Majeure. Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this subsection, including internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquakes, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a time equal to the time lost due to the delay so caused.

6.2. Assignment. Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Client may not resell, assign, or transfer any of its rights or obligations under this Agreement except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without the prior written consent of Active will be null and void.

6.3. Change of Control. Client will cause each Schedule hereunder to be assigned to (a) the purchaser of all or substantially all of Client's assets or equity securities or (b) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((a) and (b) together, a "**Change of Control**"). Client will provide written notice to Active of any proposed or completed Change of Control as soon as permissible and in any event within five (5) days of the public announcement or close of the transaction, whichever occurs first. Within the thirty (30) day period following such notice, Active will have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee is a competitor of Active or a party with whom Active does not want to do business. Client agrees to require that the purchaser or assignee (as outlined in this Section 6.3) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule.

6.4. Export; Anti-Bribery. The Products may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of, or provide access to, any portion of the Products in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Products under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Products to, or use or access the Products in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not, and will not, make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

6.5. Notices. Any notices required to be given under this Agreement will be in writing sent to the address on file with Active for Client or, in the case of Active, to the address set forth in Section 7 of these General Terms to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

6.6. Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

6.7. Severability. If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

6.8. Survival. The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 1, 2, 3.2, 3.5, 3.6, 3.7, 3.8, 3.9, 4, 5.2, 6, and 7 of these General Terms, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

6.9. Amendments; No Waiver. No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by both parties.

6.10. Entire Agreement. This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. All pre-printed terms of any Client purchase order, business processing document, or on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

6.11. No Third-Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Active under this Agreement will apply equally to its licensors and suppliers, and the owner of the Third-Party Products with respect to the Third-Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third-Party Products as applicable.

6.12. Governing Law and Venue. Except as set forth below, this Agreement will be governed by the laws of the State of Colorado, without giving effect to the conflict of law provisions thereof and as applicable under United States federal law. The parties irrevocably agree that any legal action or proceeding relating to this Agreement will be instituted only in any state court in Weld County, Colorado. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. Notwithstanding the above, for purposes of this Agreement, certain of the terms and conditions will vary depending on the location of the Client. If a country or term is not specified below, then the Governing Law and Venue set forth above shall apply.

If Client's principal place of business is in:	The governing law is:	The courts having exclusive jurisdiction are:
Canada	Province of British Columbia	Province of British Columbia
United Kingdom, Ireland, Germany, France, or Austria	England	England
Singapore	Singapore	Singapore
New Zealand	England	England
Hong Kong	Hong Kong	Hong Kong
Australia	New South Wales	Sydney, New South Wales
Switzerland	England	England
Denmark	England	England
Netherlands	England	England
Spain	England	England
Sweden	England	England

6.13 Order of Precedence. To the extent any terms and conditions of these General Terms conflict with the terms and conditions of any Product Attachment, the provisions of the Product Attachment will control

6.14 Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

6.15 Counterparts. These General Terms and each Product Attachment, Schedule, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as PDF scanned copies of signatures, will be as effective and binding as original signatures.

6.16 Remedies Cumulative; Injunctive Relief. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the Intellectual Property obligations in this Agreement, Active, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

6.17 U.S. Government Restricted Rights. The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

7. DEFINITIONS.

"Active" means Active Network, LLC, or, if Client's principal place of business is in Canada, The Active Network, Ltd., together with their Affiliates, with an office located at 3400 N. Central Expressway, Suite 300, Richardson, TX 75080.

"Affiliates" of a designated corporation, company, partnership, or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition "controlled" and "control" mean ownership of more than 50% of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

"Agreement" means these General Terms, together with all Product Attachments and Schedules accepted by the parties (as described in the Preamble).

"Client" means the individual who accepts this Agreement (as described in the Preamble) and any business entity on behalf of which such individual accepts this Agreement.

"Documentation" means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Active, regarding the use of the applicable Products, as updated by Active from time to time.

"Effective Date" means the date of last signature on page one of this Agreement.

"End Users" means users who register for, sign up, or otherwise use the Products in connection with the Events (as defined in the applicable Product Attachment).

"Export Laws" means export control laws and regulations of the countries and/or territories in which Active operates or in which the Products are used, accessed, or from which the Products are provided.

"Hardware" means computer hardware, equipment, and/or utilities supplied by Active pursuant to a Schedule.

"Intellectual Property" means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Active has created, acquired, or otherwise has rights in, and may, in connection with the Products or the performance of Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

"Maintenance Services" means the provision of Updates and Upgrades related to the SaaS all as more particularly set out in the applicable Product Attachment and/or Schedule.

"Participant Information" means certain information that Active collects from End Users, individuals, and/or licensees as part of the registration process for Events (as defined in the applicable Product Attachment).

"Preamble" means the first paragraph of these General Terms.

"Products" means, collectively, SaaS, Services, Hardware, and all other services, products, or materials provided by Active to Client under the terms of this Agreement.

"Professional Services" means the implementation, site planning, configuration, integration, and deployment of the SaaS, training, project management, or other consulting services.

"Protected Materials" means Products, except for Hardware.

"SaaS" means (a) the software as a service which is hosted by Active or its hosting providers and which is accessed by Client and its users via the internet; (b) Active's web sites; and (c) associated services, as more fully described in the applicable Product Attachment. SaaS functionality is subject to change from time to time at Active's sole discretion.

"Services" means, collectively, (a) Professional Services; (b) Maintenance Services; (c) Support Services; and (d) any other services set forth in a Schedule.

"Schedule" means the document, schedule, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein "accepted" (as described in the Preamble) by the parties that describes order-specific information, such as a description of Products ordered, features, options, license details, and fees.

"Support Services" means the provision of technical assistance for SaaS or Hardware as further described in an applicable Product Attachment and/or Schedule.

"Taxes" means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Active's net income.

"Third Party EULA" means the end user license agreement, if any, that accompanies the Third-Party Products, which governs the use of or access by Client to the applicable Third-Party Products.

"Third Party Products" means that hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third-Party Products.

"Updates" means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the SaaS that are provided as part of Maintenance Services. Updates exclude Upgrades.

"Upgrades" means a new SaaS release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Active generally charges a separate fee.

"User" means an individual who is authorized by Client to use the Products and to whom Client (or Active at Client's request) has supplied a user identification and password. Users may include employees, consultants, contractors and agents of Client, and third parties with which Client transacts business, but shall not include Client's End User.

Recreation and Membership Management Product Attachment

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. SERVICES. Active will provide the Products related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "**Events**"), including without limitation access to its Products. Client agrees to cooperate with Active and to provide Active with certain information relating to Client's organization as necessary for Active to provide the Products. Products provided hereunder are deemed delivered when access is made available to Client.

2. LICENSE TO INTELLECTUAL PROPERTY/PROMOTION.

2.1. Active hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the Term of this Product Attachment (a) to use the Products for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with Client's Event(s) solely in accordance with the Agreement and the Schedule, which for purposes hereof will include the support and maintenance handbook applicable to the Products (available for review in the Client portal), as may be updated from time to time, and (b) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. Client hereby grants to Active a limited license to use information provided by Client relating to Client's organization and Event, which may include content regarding the Event, Client's organization's name, trademarks, service marks, and logo (collectively, the "**Marks**"), in connection with the promotion of Client's organization or Events and the Products that Active provides.

2.2. Client will make reasonable efforts to promote and encourage the use and availability of the Products in connection with the promotion of Events. During the Term of this Product Attachment, Active will be the sole and exclusive provider of registration software and other services similar to the Products provided to Client hereunder for all of Client's Events for which registration begins during the Term of this Product Attachment until the Event occurs. For clarity, if an Event occurs after this Agreement is terminated, other than for Active's uncured material breach, and registration for such Event begins during the Term of this Agreement, then Active Products shall be used. Client expressly understands and agrees that the exclusivity set forth in this Section 2.2 is consideration in exchange for the pricing and other benefits being provided to Client hereunder. Without limiting the foregoing, Client will not enter into any agreement, arrangement, or relationship with any other party that offers online registration or transaction processing services similar to the Products provided to Client hereunder.

2.3. Active may present commerce offers to users who register for, sign up, or otherwise use the Products in connection with the Events ("**End Users**"). Any such End Users may opt in to receive information, items, or promotions/deals from Active or third parties, in which case, Active or such third party will be responsible for fulfillment and providing customer service for any such offers. Client will not present any competing offers to End Users.

3. PRIVACY AND DATA PROTECTION.

3.1 End User Personal Information. The Products are designed to enable Client to collect information from and about End Users. Information that identifies, relates to, describes, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly, with a particular End User shall be referred to herein as "**End User Personal Information**." The Products process two forms of End User Personal Information:

3.2 End User Accounts. When an End User interacts with the Products for the first time, Active creates an account for that End User ("**End User Account**"). Active authenticates the End User in future interactions with the Products by requiring the End User to log in to their End User Account. Active maintains End User Accounts pursuant to the Terms of Use and Privacy Notice that Active displays to the End User when the End User creates the End User Account.

3.3 Participant Information. Client will have the ability to use the Products to collect a wide variety of End User Personal Information from authenticated End Users, including through the use of forms and features that enable the collection of images and other attachments ("**Participant Information**"). As between the Parties, Client is exclusively responsible for providing any notices, procuring any consents, and otherwise taking any steps that are necessary to ensure that Active's collection, storage, and processing of Participant Information on behalf of Client, as contemplated by this Agreement, is compliant with Data Protection Laws. For the purposes of this Product Attachment, "**Data Protection Laws**" means all local, state, federal and foreign privacy, security, marketing and consumer protection laws and regulations applicable to the processing of Participant Information. Active will process Participant Information solely for the purpose of providing the Products to Client, and as otherwise permitted by Data Protection Laws. Client agrees that it will process Participant Information at all times in compliance with Data Protection Laws, and that it will not use any Participant Information to communicate with any End User in a manner that violates the CAN-SPAM Act, the Canadian Anti-Spam Legislation, the Telephone Consumer Protection Act, or any other law or regulation applicable to Client's outreach to End Users via email or SMS. Client further agrees that Client will not permit any Affiliate or third party to access or process any Participant Information in a manner inconsistent with this Agreement, or in a manner which would cause Active's processing of such Participant Information, as contemplated by this Product Attachment, to violate Data Protection Laws. If Client is subject to a Data Protection Law that requires the Parties to enter into a Data Protection Addendum that includes terms supplemental to this Product Attachment, it is Client's obligation to notify Active of that requirement.

3.4 Data Retention. The Products are not designed to serve as a permanent system of record. During the Term, Active reserves the right to delete any Participant Information that has not been accessed or modified within a trailing period of five (5) years. At the conclusion of the Term, Active will: (i) convert all Participant Information to a backup format approximately thirty (30) days after the end of the Term; and (ii) permanently delete all Participant Information approximately one (1) year after the end of the Term. If Client is subject to any legal obligation that would require Client to maintain any Participant Information for a longer period than those set forth in this Section 3.2, it is Client's responsibility to retrieve that Participant Information from the products and to store it in another format within the time periods allotted. Notwithstanding anything else set forth in the Agreement or in this Product Attachment, Active shall not be in any way responsible for any negative consequences associated with Client's failure to adhere to the requirements set forth in this Section 3.2.

3.5 Prohibition on Certain Categories of Participant Information. The Products are customizable, meaning Client has the ability to choose what kinds of Participant Information Client will use the Products to collect. Client agrees, however, that Client will not use the Products to collect or otherwise process: (i) any personal health information that is subject to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and its accompanying regulations, or any relevant amendments thereto; (ii) any Participant Information from or about a minor, without procuring and documenting a prior consent that meets the requirements of any applicable Data

Protection Laws, and maintaining such documentation for the duration of the Term; (ii) any cardholder data subject to the Payment Card Industry Data Security Standard ("PCI-DSS"), or any other payment card or financial account information, except within pre-defined fields designed for that purpose; or (iii) any unredacted social security numbers or other similar government identifiers, except within pre-defined fields designed for that purpose. If Active discovers any violation of this Section 3.3 by Client, Active reserves the right to promptly and securely dispose of any prohibited Participant Information found within the Products.

3.6 User Accounts. Client is exclusively responsible for: (a) creating and defining under Client's account in the Products any logons or IDs for Client's Users of the Products; and (b) defining and maintaining at all times with respect to each such logon or ID the appropriate scope of the applicable User's authority and permission with respect to the use of the Products and the security controls, restrictions, and limitations that apply with respect to each such User and his or her use of the Products. Client is solely and exclusively responsible for all access and use of the Products (and for any resulting activity or communications) by Client or its Users or that occurs through the use of any logon or ID established by or with respect to Client or any of its Users. Active shall not be liable or responsible for any activity, loss, or damage arising from any unauthorized access to or use of any such logons or IDs or resulting from any failure by Client or its system administrator to establish or assign an appropriate scope of authority or permission, or appropriate security controls, restrictions, or limitations, with respect to any given User, logon, or ID. Client shall immediately notify Active of any known or suspected unauthorized access to or use of Client's account, or of any logons or IDs established or assigned with respect to Client or its Users, of which Client becomes aware.

4. FEES.

4.1. Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth in the applicable Schedule, Active will charge registration fees to individuals who register for the Events or purchase goods or services online, and will process and collect such fees as a payment facilitator according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay Client sums due to Client based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth in the Schedule.

4.2. If applicable, any minimum volume commitment will be set forth in the applicable Schedule. The minimum volume calculation will begin on the date of the first live operational use of the Products for the Event(s) ("Go-Live Date"). If the Schedule indicates that Client is paying on a subscription basis, Client will be invoiced for the first month of subscription fees upon the Go-Live Date, with subsequent subscription fees being invoiced monthly.

4.3. If (a) there are any overdue or overage amounts owed by Client; or (b) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by Client by issuing an invoice, or by offsetting the deficiency from any account balance Client maintains with Active or any payment Active owes Client.

4.4. In the event Client is entering into this Product Attachment and using the Products for the benefit of a third-party Event or organization ("Third Party Recipient"), Client agrees that Active can remit amounts directly to the Third Party Recipient identified by Client. In addition, Client will cause each Third Party Recipient to agree to and comply with provisions that are at least as protective of Active as Sections 3 and 4 of the General Terms in Client's agreement with such Third Party Recipient. Should Client fail to obtain such agreement to such provisions and the failure results in costs or damages to Active, to the extent not prohibited by law, Client agrees to defend, indemnify, and hold Active harmless from any such costs and damages, including, without limitation, reasonable attorneys' fees. In addition, Client is responsible and liable for each Third Party Recipient's compliance with the terms and conditions of the Agreement.

4.5. It is Client's responsibility to notify End Users of Client's refund policy. Client must ensure that Client's refund policies are consistent with the Agreement. Client agrees that all fees for a given Event are earned by Client only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to Client will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments will be made to Client with respect to any Event that is cancelled. If payments have already been made by Active to Client for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from Client's account or payment owed by Active to Client and return the value to the End User, and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

4.6. Client hereby authorizes and appoints Active as its limited agent to initiate payment card and ACH credit or debit entries to and from Client's bank account. Payment by Receiver (in the case of ACH entries) or card networks (in the case of Payment Card transactions) to Active is considered the same as payment made directly to Client. Client, upon receipt of funds by Active, must (1) provide the purchased goods or services to the End User, or (2) credit the End User for the full amount of funds received by Active, which credit is not revocable by Client, and evidence this credit in writing in a form capable of being retained for future reference. For transactions involving goods or services, Client must provide the purchased goods and services as agreed to between Client and End User, regardless of whether Active transmits the funds to Client.

5. TERM AND TERMINATION.

5.1. Unless otherwise set forth in the applicable Schedule, this Product Attachment will commence on the Effective Date and will continue in effect until the earlier to occur of (i) its termination in accordance with the terms and conditions below and (ii) the fifth anniversary of the Effective Date (the "Initial Term").

5.2. If Client has entered into a sub-merchant agreement for payment processing services, and such agreement is terminated by the applicable acquiring bank, Active may terminate this Product Attachment and the effected Schedule.

6. NON-APPROPRIATION.

Client's obligations and all amounts payable hereunder are contingent upon sufficient appropriations therefore by Client's Governing Body. If sufficient appropriations are not made, Client will notify Active of the same, and this Agreement will terminate forthwith. Client represents that it intends to fulfill its obligations under this Agreement and reasonably believes that funds in amounts sufficient to fulfill these obligations lawfully can and will be appropriated and made available for this purpose. In the event funds are not appropriated in amounts sufficient to fulfill these obligations, Client shall use its best efforts to satisfy any requirement for payment from any

other source of funds legally available for this purpose. Notwithstanding the foregoing, Client shall notify Active within ten (10) days of any action by Client's governing body not to appropriate funds for payment of Client's obligations hereunder, and will provide with such notice a copy of the resolution, minutes or recording of such action.

7. MISCELLANEOUS.

7.1. Sections 5 and 7 of this Product Attachment and any fees owed by Client will survive any termination or expiration of the Agreement.

7.2. The "**Liquidated Damage Amount**" equals the "Annual Projected Contract Value" (to the extent such amount is specified in the applicable Schedule(s)) times the number of years in the then-current Term, minus the amount of revenue already paid to Active during the then-current Term, net of all refunds, credit card chargebacks, and all other deducted amounts. Client agrees that (a) it will pay Liquidated Damages to Active if (i) Client breaches its exclusivity obligations under Section 2.2 of this Product Attachment; (ii) Active terminates a Schedule and/or the Agreement in accordance with Section 5.2 of the General Terms; (iii) Client fails to cause an assignment as specified in Section 6.2 of the General Terms; and/or (iv) Active terminates a Schedule and/or the Agreement pursuant to Section 6.3 of the General Terms; (b) all Liquidated Damage Amounts set forth in the Agreement will automatically reset during each Renewal Term; (c) Active may offset any Liquidated Damages Amount set forth in the Agreement from any account balance Client maintains with Active or any payment Active owes Client; (d) because of the difficulty in making a precise determination of actual damages incurred by Active, the Liquidated Damage Amount will be assessed, not as a penalty, but as a reasonable approximation of costs incurred by Active and Active's loss of revenue; and (e) that in any suit or other action or proceeding involving the assessment or recovery of liquidated damages, the reasonableness of the Liquidated Damage Amount will be presumed and the liquidated damages assessed will be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under the Agreement.



Schedule

Company Address Three Alliance Center, 29th Fl.
3550 Lenox Rd. #3000
Atlanta, GA 30326
US

Schedule # 00138029
Created Date 11/12/2025
Currency USD

Customer Legal City of Fort Lupton
Entity Name

Opportunity Owner Melinda Miller
Owner Email melinda.miller@activenetwork.com

Schedule Signatory Julie Holm

Schedule Signatory Email jholm@fortluptonco.gov

Billing Entity City of Fort Lupton
Billing Contact Julie Holm
Billing Address 203 Harrison Ave
Fort Lupton, CO 80621 United States

Shipping Contact Julie Holm
Shipping Address 203 Harrison Ave
Fort Lupton, CO 80621 United States

First Year Registrations 12,479
Average Registration Cost USD 50.00
Total Processing Volume USD 623,950.00

Product	Product Type	Description	Quantity	Fee %	Total Price
ACTIVE Captivate - Technical Services (ACTIVENet)	Professional Service	* remote deployment and training	1		700.00
ACTIVE Captivate - Tier 5: ACTIVENet (invoiced annually)	Subscription Software		1		4,000.00
ACTIVENet (invoiced annually)	Subscription Software		1		12,000.00
ACTIVENet - Facility Reservation	NC		1		
ACTIVENet - FlexReg	NC		1		
ACTIVENet - Memberships	NC		1		
ACTIVENet - Point of Sale (POS) / Equipment Lending	NC		1		
ACTIVENet - Program & Activity Registration	NC		1		
ACTIVENet - Public Interface Fee Setup (passed to participant)	NC		1		
ACTIVENet - Public Interface: Transaction Fee (%)	Transactional Software	Fee for consumer online transactions, separate from in-person (Staff Interface) transactions	1	3.00	
ACTIVENet - SaaS					
ACTIVENet - Staff Interface Fee Setup:					



Schedule

Credit Card (passed to participant)	NC		1		
ACTIVENet - Staff Interface: Credit Card Fee (%)	Transactional Software		1	3.00	
ACTIVENet - Staff Interface: Credit Card Refund Fee (Flat)	Transactional Software		1		0.10
ACTIVENet - Staff Interface: eCheque/eCheck Fee (%)	Transactional Software		1	0.50	

Total Price

USD 16,700.00

Annual Projected
Contract Value

USD 32,352.20

Pricing Schedule

Year 1:

ACTIVENet Subscription: \$12,000 Captivate Subscription: \$4,000
ACTIVENet - Public Interface: Transaction Fee (%): 3%
ACTIVENet - Staff Interface: Credit Card Fee (%): 3%
ACTIVENet - Staff Interface: eCheque/eCheck Fee (%): .5%

Year 2:

ACTIVENet Subscription: \$12,240 Captivate Subscription: \$4,080
ACTIVENet - Public Interface: Transaction Fee (%): 3.0012%
ACTIVENet - Staff Interface: Credit Card Fee (%): 3.0012%
ACTIVENet - Staff Interface: eCheque/eCheck Fee (%): .5%

Year 3:

ACTIVENet Subscription: \$12,485 Captivate Subscription: \$4,162
ACTIVENet - Public Interface: Transaction Fee (%): 3.1212%
ACTIVENet - Staff Interface: Credit Card Fee (%): 3.1212%
ACTIVENet - Staff Interface: eCheque/eCheck Fee (%): .5%

Year 4:

ACTIVENet Subscription: \$12,735 Captivate Subscription: \$4,245
ACTIVENet - Public Interface: Transaction Fee (%): 3.246%
ACTIVENet - Staff Interface: Credit Card Fee (%): 3.246%
ACTIVENet - Staff Interface: eCheque/eCheck Fee (%): .5%

Year 5:

ACTIVENet Subscription: \$12,989 Captivate Subscription: \$4,330
ACTIVENet - Public Interface: Transaction Fee (%): 3.3758%
ACTIVENet - Staff Interface: Credit Card Fee (%): 3.3758%
ACTIVENet - Staff Interface: eCheque/eCheck Fee (%): .5%



Schedule

Active reserves the right and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Products that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

If your order includes hardware, please note that all hardware orders have a 30-day return policy, and it is recommended that you inspect your purchases upon delivery.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Capitalized terms used in this Schedule and not defined have the meaning set forth in the General Terms or Product Terms, as applicable.

Schedule Acceptance Information

Customer Legal Entity**Active Network, LLC**

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

PO# (if applicable):



SUBJECT FOR DISCUSSION

Approve Change Order #1 to Contract with Hall-Irwin Corporation, Inc., for an Amount Not to Exceed \$81,287.75 for the Lagoon Slurry Wall Project from the Utility Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Contract was awarded to Hall-Irwin on July 1, 2025 for the construction of the Lagoon Storage Slurry Wall project.

Change Order No. 1, is a result of design changes that required extending the platform to the west along the east side of the lagoons to buffer a separation to the existing sewer force main. The demising berm between the two cells of the lagoon was found to be too sandy of material to satisfactorily construct the platform, contributing to the shortage of suitable platform material.

The platform construction portion of the project was bid as \$389,200 for 40,000 cy of fill.

FINANCIAL CONSIDERATIONS

The 2025 budget did not include this project. Mining royalties were expected to cover the slurry wall construction. There are sufficient funds in a Water Sales Tax Fund ColoTrust investment account to cover the cost. A supplemental budget resolution was required.

The Utility Fund includes \$150,000 in the non-potable budget CIP for a SCADA System project. Staff was unable to do this project this year and this change order can be covered by this.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Change Order #1
- Do not approve

STAFF RECOMMENDATIONS

Staff recommends approving Change Order No. 1 with Hall-Irwin Corporation, Inc. for not to exceed \$81,287.75 for the Lagoon Storage Slurry Wall Project from Utility Fund.

Attachments: a. Change Order #1 – Hall-Irwin

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

14-6.20 Sample Form

City of Fort Lupton, Colorado
Public Works Department

Change OrderNo. 1

Date of
Issuance:
11/5/2025

Effective Date: 11/5/25

Project: WWTP Slurry Wall	Owner: City of Ft. Lupton	Owner's Contract No.:
Contract: WWTP Lagoon Storage – Slurry Wall Project	Date of Contract: July 2025	
Contractor: Hall-Irwin	Engineer's Project No.: 299.001.02	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 2,351,901.93[Increase] [Decrease] from previously
approved Change Orders No. 1 to No.\$ 81,287.75

Contract Price prior to this Change Order:

\$ 2,351,901.93

[Increase] [Decrease] of this Change Order:

\$ 81,287.75

Contract Price incorporating this Change

\$ 2,433,189.68**CHANGE IN CONTRACT TIME:**

Original Contract Working Calendar

Substantial completion (days or date): NAReady for final payment (days or date): NA[Increase] [Decrease] from previously approved Change
Orders No. 1 to No. 1:Substantial completion (days): NAReady for final payment (days): NA

Contract Times prior to this Change Order:

Substantial completion (days or date): NAReady for final payment (days or date): NA

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): NAReady for final payment (days or date): NA

Contract Times with all approved Change Orders:

Substantial completion (days or date): NAReady for final payment (days or date): NA**RECOMMENDED:**By: Andy Rodriguez

Engineer (Authorized)

Date: 11/05/25**AUTHORIZED:**

By: _____

Owner (Authorized)

Date: _____

ACCEPTED:By: See attached document

Contractor (Authorized)

Date: _____

5586 W. 19th St STE 2000
Greeley, CO 80634



Office Phone: (970) 587-7981
Fax: (970) 587-7989

CHANGE ORDER REQUEST

Owner ☒
Contractor ☐
Field ☐
Other ☐

PROJECT: WWTP Lagoon Storage - Slurry Wall **CHANGE ORDER REQUEST #:** 1
OWNER NAME: City of Fort Lupton
130 South Mckinley Ave
Fort Lupton, CO 80621
DATE: 11/5/2025

THE CONTRACT IS REQUESTED TO CHANGE AS FOLLOWS:

Haul approximately 23,500 ton of overburden for platform.

Item	Cost Code	Description	Quantity	Units	Unit Price	Extension
1		Haul Overburden	335	HR	\$ 242.65	\$ 81,287.75

Total C.O.R. #1 \$ 81,287.75

Not Valid Until Signed by the Owner and Contractor

The original Contract Sum was \$ 2,351,901.93
Net Change by previously authorized Change Orders \$ -
The Contract Sum prior to this Change Request was \$ 2,351,901.93
The Contract Sum will be increased
by this Change Request in the amount of \$ 81,287.75
The new Contract Sum including this Change Order will be. \$ 2,433,189.68
The Contract Time will be increased by TBD Calendar Days
The date of Substantial Completion
The date of Substantial Completion as of the date of this Change Order therefore is _____

All change orders will be reviewed in an accumulated manner for both time and cost impact as they relate to the ongoing impacts on the project. Accumulated time and cost impacts will then be forwarded under a separate change order.

City of Fort Lupton
130 South Mckinley Ave
Fort Lupton, CO 80621
0

Hall-Irwin Construction Division
5586 W. 19th St. STE 2000
Greeley, CO 80634
Robert Rensink -Vice President

By: _____
Date: _____

By: 11/05/2025
Date: _____



SUBJECT FOR DISCUSSION

Approving a Resolution for a Public Improvements Agreement between the City of Fort Lupton and Triple P Services, LLC. A Colorado Corporation.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This Public Improvement Agreement was drafted for the Site Plan for development of the Triple P Services, LLC parcel, Number 130929000067 on 07/02/2024, (SPR2023-003) (the "Plan"), approved by Planning Commission on October 24, 2024 by Resolution No. P2024-017, which is located north of CR 16 and Denver Ave. on the north side of the intersection.

Improvements are for the construction of water main extensions, access roadway construction, and landscape and storm drainage system improvements. Approximate cost of this agreement for construction is \$303,511.00.

Resolution No. P2024-017, approved by Planning Commission on October 24, 2024 requires the applicant to enter into a Public Improvements Agreement.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the Public Improvement Agreement
- B. Reject agreement.
- C. Delay action on the agreement to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approving the Subdivision Improvement Agreement

- Attachments:**
- a. Resolution 2025RXXX
 - b. Public Improvement Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2025Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE TRIPLE P SERVICES, LLC. PUBLIC IMPROVEMENT AGREEMENT OF THE SITE PLAN FOR DEVELOPMENT OF THE TRIPLE P SERVICES, LLC PARCEL, NUMBER 130929000067, LOCATED IN FORT LUPTON, WELD COUNTY, COLORADO.

WHEREAS, The Site Plan (SPR2023-003) was approved by the City of Fort Lupton Planning Commission on October 24, 2024, by Resolution No. P2024-017 with a condition of approval requiring a Public Improvements Agreement; and

WHEREAS, Developer is required to construct certain public improvements as a condition of site plan approval for the Development; and

WHEREAS, the City Council finds that the Public Improvement Agreement is in conformance with the Fort Lupton Land Use Plan, zoning code and is consistent with the goals and policies therein; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the Public Improvement Agreement with supporting documentation. Based upon review of the applicable policies and goals in the Fort Lupton Land Use Plan, review of the Zoning Regulations, and analysis of staff comments, the City hereby approves the Triple P Services, LLC Public Improvement Agreement and authorizes the Mayor to sign.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 18th DAY OF NOVEMBER 2025.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

PUBLIC IMPROVEMENTS AGREEMENT

THIS "AGREEMENT" is made and entered into this _____ day of _____ **2025**, by and between the **CITY OF FORT LUPTON**, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," **P & P Services Leasing, Inc.**, a Colorado corporation, as applicant for **TRIPLE P SERVICES, LLC**, a Colorado limited liability company, hereinafter referred to as "Developer," together referred to as the "Parties".

WHEREAS Developer submitted the Site Plan for development of the Triple P Services, LLC parcel, Parcel Number 130929000067 on 07/02/2024, (SPR2023-003) (the "Plan") which Plan depicts the proposed project (the "Development") to be constructed by Developer on the Triple P Services, LLC property depicted on the plan, which is the "Subject Property"; and

WHEREAS, Developer is required to construct certain off-site public improvements, as defined herein, (the "Improvements") as a condition of approval of the site plan approval for the Development; and

WHEREAS, on or before the execution of this Agreement, Developer will dedicate a sixty foot (60') right of way (the "ROW") to the City for the establishment of a frontage road to County Road 18;

WHEREAS, Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a Public Improvements Agreement for the public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder; and

WHEREAS, Section 17-23(f)(7) of the City of Fort Lupton Municipal Code requires that the installation of the required public improvements be guaranteed in the form of letter of credit, cash, or other suitable means, which have been approved by the City Attorney.

NOW, THEREFORE, in consideration of the foregoing, the Parties promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Development Obligation. Developer shall be responsible for performance of the covenants set forth herein. Unless as otherwise amended within this Agreement, the Developer shall be responsible for performance of all requirements in this Agreement.

1.2 Engineering and Surveying Services. Developer agrees to furnish, at its expense, all necessary engineering and surveying services relating to the design, layout, and construction of the offsite improvements as set forth in 2.2 below (the "Improvements") and depicted on Exhibit "A" attached hereto and fully incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the

State of Colorado, and in accordance with applicable Colorado law, and shall conform to the standards and criteria for public improvements as established and approved by the City as of the date of submittal to the City.

1.3 Construction Standards. Developer shall construct all Improvements required by this Agreement, in accordance with plans and specifications approved in writing by the City, in conformance with all applicable codes and ordinances as adopted by the City, and in full conformity with the City's construction specifications applicable at the time of actual construction.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to or rendered by the City Administrator, or his designee, who shall have general responsibility for coordinating development with Developer.

1.5 Construction Acceptance and Warranty. Developer shall provide the City with written notice of the completion of the Improvements (the "Completion Notice"). No later than ten (10) business days after the Improvements are completed, Developer shall request inspection of the Improvements by the City. If Developer does not request this inspection within ten (10) business days of completion of the Improvements, the City may conduct the inspection without the approval of Developer. Developer shall provide "as-built" drawings no later than thirty (30) days after the Improvements are completed. If the Improvements completed by Developer are deemed satisfactory by the City, the City shall grant initial construction acceptance ("Initial Construction Acceptance"), which shall be subject to final acceptance ("Final Acceptance") as set forth herein. If the Improvements completed by Developer are unsatisfactory, the City shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Construction Acceptance. Developer shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice (the "Repair Period"), weather permitting. After Developer completes the repairs, replacements, construction or other work required Developer shall request a reinspection of such work to determine if Construction Acceptance can be granted. The City shall issue no certificate of occupancy until the City has granted the Construction Acceptance.

1.6 Final Acceptance. At least thirty (30) days before two (2) years have elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Developer shall request a Final Acceptance inspection. The City shall inspect the Improvements and shall notify the Developer in writing of all deficiencies and necessary repairs. After Developer has corrected any and all deficiencies and made all necessary repairs identified in said written notice, the City shall issue to Developer a letter of Final Acceptance.

1.7 Testing and Inspection.

(a) At all times during construction of the public improvements, the City shall have access to inspect materials and workmanship, and all materials and work not conforming to the approved plans and specifications shall be repaired or removed and replaced at Developer's expense so as to conform to the approved plans and specifications.

(b) The Developer will be responsible for oversight of the construction of the public improvements. The Developer shall solicit a third-party engineer or inspector, solely at Developer's cost, to perform oversight, provided the engineer/inspector's qualifications are approved by the City prior to commencement of construction of the public improvements. The Developer will provide the resume of the Civil Engineer, or other qualified inspector(s), Developer intends on retaining for oversight of the construction and installation of all improvements before

construction may begin. The City Engineer or the City's designee shall determine the amount of oversight required, after consultation with the Developer.

(c) All testing required by the City's "*Standards and Specifications for the Design and Construction of Public Improvements*" shall be the responsibility of the Developer. All test reports shall be provided to the City Engineer.

(d) All work shown on the Improvements plans requires inspection by the City. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m. During the hours listed above and except as otherwise provided for in advance, inspections shall be scheduled a minimum of three (3) business days in advance.

1.8 Indemnification and Release of Liability. Developer agrees to defend, indemnify and hold harmless the City, its officers, employees, agents or servants, and to pay any and all judgments rendered against said persons on account of any suit, actions or claim caused by, arising from, or on account of acts or omissions by the Developer, its officers, employees, agents, consultants, contractors and subcontractors; provided, however, that Developer's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the City. Said obligation of Developer shall be limited to suits, actions or claims based upon conduct prior to Final Acceptance by the City of the construction work. Developer acknowledges that the City's review and approval of plans for development of the Subject Property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Developer or third parties is assumed by such review approval.

1.9 Insurance. Developer shall furnish to the City upon request proof thereof that all employees and contractors engaged in the construction of Improvements are covered by adequate Worker's Compensation Insurance and Public Liability Insurance.

1.10 OSHA Requirements. Developer 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. Developer's 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. Developer acknowledges and agrees that with respect to the scope of work under this contract, Developer's Contractor shall comply with all obligations and assume all responsibilities for its actions as required by all OSHA rules and regulations. The Contractor shall adhere to all federal, state and local safety and health regulations, laws and ordinances and shall comply with all obligations and assume all responsibilities imposed upon the "controlling contractor" as such term is defined and construed under all OSHA rules and regulations.

2.0 OFFSITE INFRASTRUCTURE IMPROVEMENTS

2.1 The Developer agrees to design and construct the Improvements located outside of the Site Plan (the "Offsite Improvements") depicted on Exhibit "A" attached hereto and fully incorporated herein by this reference. The Building Permit Certificate of Occupancy shall not be approved until the offsite Improvements are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Offsite Improvements (the "Public Improvements Bond"), or portion thereof, for improvements that do not

have construction acceptance at the time of building permit application. Surety in the amount of twenty-five percent (25%) shall be provided, at the time of initial acceptance, for improvements that have received construction acceptance under the terms of this agreement. The remaining twenty-five percent (25%) percent for each system shall be retained to secure the Developer's warranty during the two (2) year warranty period.

2.2 The Offsite Improvements are summarized as follows:

- i) construction of roadway improvements consisting of a gravel access road (to be named) along the west property line frontage extending from the Development entrance south to the existing improved roadway (the "Access Road");
- ii) Installation of a 12" C900 PVC DR 18 water line beneath County Road 16 through the Union Pacific Railroad right-of-way connecting that existing Fort Lupton 12" waterline to the existing North Land PUD 12" waterline, including the engineering support for the Union Pacific crossing of the waterline (the "UP Water Connection");
- iii) installation of 1,995 lineal feet of 12" C900 PVC DR 18 water line from existing western connection the length of the ROW to the northern most improvement to be construction on the Development (the "Development Waterline"). including the engineering support for the Union Pacific crossing of the waterline.

2.3 The Access Road will be privately maintained by Property Owner until such time as the ROW is extended to CR 18. These improvements shall be coordinated with future improvements by other development requirements along the Access Rd. The surety required by paragraph 2.1 will be presented to the City for application to future improvements.

3.0 SPECIFICATIONS.

All street improvements and appurtenances thereto, water mains, and stormwater improvements shall be constructed and installed so as to meet or exceed City-approved plans, specifications and the Improvements described on Exhibit "A" offsite Improvements. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations.

4.0 OTHER REQUIREMENTS

4.1 Trash, Debris, Mud. Developer agrees that, during construction of the Development and Improvements described herein, Developer shall take any and all steps necessary to control trash, debris and wind or water erosion in the Development. Developer agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site into public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the City. If these requirements are not met, the developer will be responsible for reimbursing the City for any costs incurred by the City in mitigating impacts of trash, debris, and mud.

4.2 Erosion Control and Sedimentation Plan. Developer agrees to submit an erosion control and sedimentation plan for review and approval by the City Engineer prior to commencement of construction on the site. Any permits that are required to be obtained from the State of Colorado shall be the responsibility of the Developer to obtain.

5.0 MISCELLANEOUS TERMS

5.1 Permit Fees. Building permit fees for Street Assessment Infrastructure and Storm Drainage Fee may be deferred until issuance of Certificate of Occupancy of the Buildings. The amount of the fees will be included in the Public Improvements Bond in paragraph 2.1, at one hundred percent (100%) of the required fee payment. The Certificate of Occupancy will not be approved until payment of these Building Permit Fees.

5.2 Local Codes and Ordinances. In addition to any of the items listed in this Agreement, all construction in the Development is subject to all local Codes and Ordinances as adopted by the City subject to exceptions agreed or granted.

5.3 Recording of Agreement. The City shall record this Agreement at Developer's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and the City shall retain the recorded Agreement.

5.4 Binding Effect of Agreement. This Agreement shall run with the land included within the Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

5.5 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

5.6 Notices. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY: City of Fort Lupton
Attention: City Administrator
130 South McKinley Avenue
Fort Lupton, Colorado 80621

DEVELOPER: Triple P Services, LLC
140 Denver Ave, Unit F
Fort Lupton, CO 80621

With Copy to: Otis & Bedingfield, LLC
Attn: Stacey L. Shea, Esq.
2725 Rocky Mountain Ave, Suite 300
Loveland, CO 80538

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

5.7 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.

5.8 Approvals. Whenever approval or acceptance of a matter is required or requested of the City pursuant to any provisions of this Agreement, the City shall act reasonably in responding to such matter, and no such approval or acceptance shall be unreasonably withheld or delayed.

5.9 Title and Authority. Developer warrants to the City that it is the record owner of the Subject Property upon which the Development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants to have full power and authority to enter into this Agreement.

5.10 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.

5.11 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.

5.12 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of this Agreement is held to be violative of city, state or federal laws and hereby rendered unenforceable, either party, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

CITY OF FORT LUPTON, a Colorado municipal corporation

By: _____
Zo Hubbard
Mayor

STATE OF COLORADO)
)
COUNTY OF WELD) ss.

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2025, by Zo Hubbard as Mayor of the City of Fort Lupton, Colorado.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: _____

Notary Public

TRIPLE P SERVICES, LLC, a Colorado
Limited Liability Company

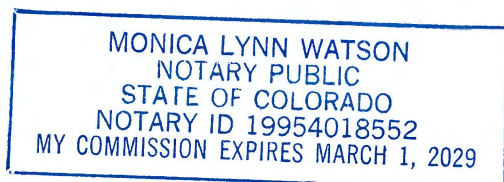
By: _____
Jose Silva Rodriguez
as Manager

STATE OF COLORADO)
)
COUNTY OF WELD) ss.

SUBSCRIBED AND SWORN to before me this 21 day of October 2025, by Jose Silva Rodriguez as the Manager of Triple P Services, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: 03-01-2029



Monica Watson
Notary Public

Exhibit A



3050 67th Avenue

Greeley, CO 80634

Telephone (970) 535-9318

www.agpros.com

Project Number: 2562-02

Project Name: P & P Services

Filing/Case #: -

Property Address: 7504 US-85, Fort Lupton, CO 80621

Subject: Offsite ROW improvements

Date: 10/20/25 1:52 PM

Sheet: 1 of 3

Offsite Improvement Summary

Item	Improvement	Sub-Total
1	Erosion Control BMP's	\$8,506.70
2	Site/Grading	\$8,500.00
3	Drainage	\$19,350.00
4	Road Construction	\$38,812.00
5	Utilities	\$154,640.00
8	Construction	\$13,000.00

Total Of Public Improvements = \$242,809

25% Surety = \$60,702

Total Of Public Improvements w/ Surety = \$303,511

Notes:

1. Final design has not been completed at the time of this estimate
2. Unit price estimates are based off similar projects in the area and are subject to change.
3. This estimate assumes that all utility connections are readily available in the immediate vicinity of the project.
4. This estimate has been created without the benefit of final City, County, or utility purveyor design input.
5. Roadway cross-sections are based off the interrump section provided in the geotechnical report.
6. It is assumed that overhead electric and gas lines to the site will be installed at a later date.



3050 67th Avenue
Greeley, CO 80634
Telephone (970) 535-9318
www.agpros.com

Project Number: 2562-02 Date: 10/20/25 1:52 PM
 Project Name: P & P Services - Offsite Sheet: 2 of 3
 Filing/Case #: _____
 Property Address: 7504 US-85, Fort Lupton, CO 80621
 Subject: Offsite ROW improvements

Offsite Improvements

Improvement		Quantity	Unit	Unit Cost (\$)	Construction Cost (\$)
BMP's	Inlet Protection	3	EA	\$ 275.00	\$ 825.00
	Silt Fence	1578	LF	\$ 2.65	\$ 4,181.70
	Vehicle Tracking Pad	1	EA	\$ 3,500.00	\$ 3,500.00
	Erosion Control - Sub Total				\$ 8,506.70

Site	Grading Excavation	980	CY	\$ 7.50	\$ 7,350.00
	Re-Seeding	0.46	AC	\$ 2,500.00	\$ 1,150.00
	Grading - Sub Total				\$ 8,500.00

DRG.	12" Dia. Steel Culvert - Driveway	300	LF	\$ 60.00	\$ 18,000.00
	Riprap at 12" Deep/Outlet Protection	3	EA	\$ 450.00	\$ 1,350.00
	Drainage/Stormwater Structure - Sub Total				\$ 19,350.00

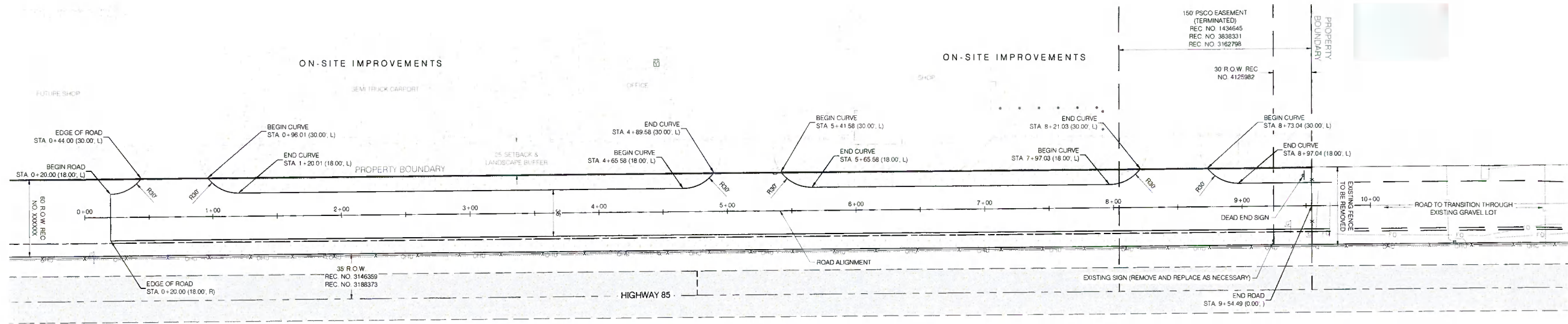
Improvement		Quantity	Unit	Unit Cost (\$)	Construction Cost (\$)
Road	Subgrade Prep	4204	SY	\$ 1.25	\$ 5,255.00
	Class 6 Road Base at 6" Depth	4004	SY	\$ 8.00	\$ 32,032.00
	Tie into Existing Road	1	EA	\$ 1,250.00	\$ 1,250.00
	Signage	1	EA	\$ 275.00	\$ 275.00
	Road Construction - Sub Total				\$ 38,812.00

Improvement		Quantity	Unit	Unit Cost (\$)	Construction Cost (\$)
Utilities	8" DR18 PVC - C900	134	LF	\$ 45.00	\$ 6,030.00
	8" Gate Valve	2	EA	\$ 1,850.00	\$ 3,700.00
	12" DR18 PVC - C900	1657	EA	\$ 60.00	\$ 99,420.00
	12" Gate Valve	4	EA	\$ 2,000.00	\$ 8,000.00
	Service Lateral	160	LF	\$ 20.00	\$ 3,200.00
	Fire Service	123	LF	\$ 30.00	\$ 3,690.00
	Fire Hydrant Assembly	3	EA	\$ 8,950.00	\$ 26,850.00
	Joint Restraints/Thrust Blocks	1	LS	\$ 2,250.00	\$ 2,250.00
	Fittings	3	EA	\$ 500.00	\$ 1,500.00
	Utility Improvements - Total				\$ 154,640.00

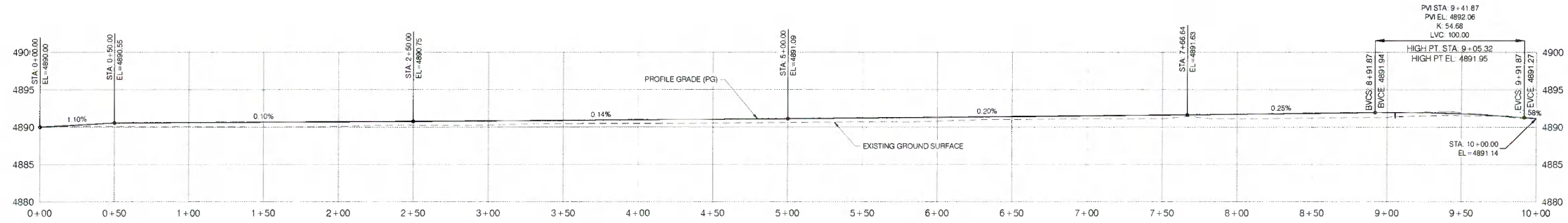
Const.	Construction Surveying and Staking	1	LS	\$ 6,500.00	\$ 6,500.00
	Material Testing	1	LS	\$ 3,000.00	\$ 3,000.00
	Construction Management	1	LS	\$ 3,500.00	\$ 3,500.00
	Construction - Sub Total				\$ 13,000.00

Total of Construction Costs **\$ 242,808.70**

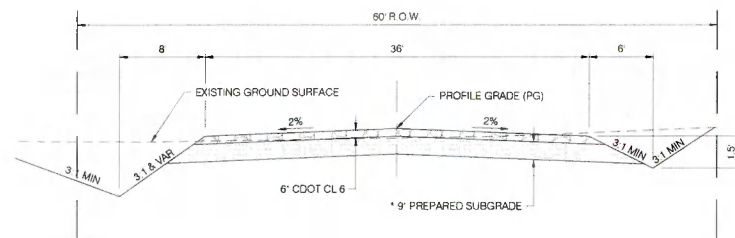
Total of Construction Costs with 25% Surety **\$ 303,510.88**



PLAN VIEW



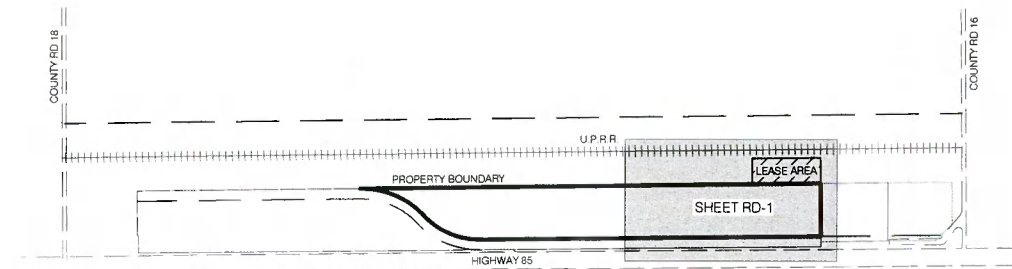
PROFILE VIEW



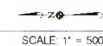
TYPICAL ROAD SECTION

* SEE GEOTECHNICAL SUBSURFACE EXPLORATION REPORT FOR P&P SERVICES LEASING, INC. DATED OCT 10, 2023, PREPARED BY SOILLOGIC, INC.

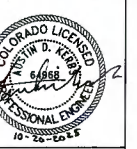
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LOCATION MAP

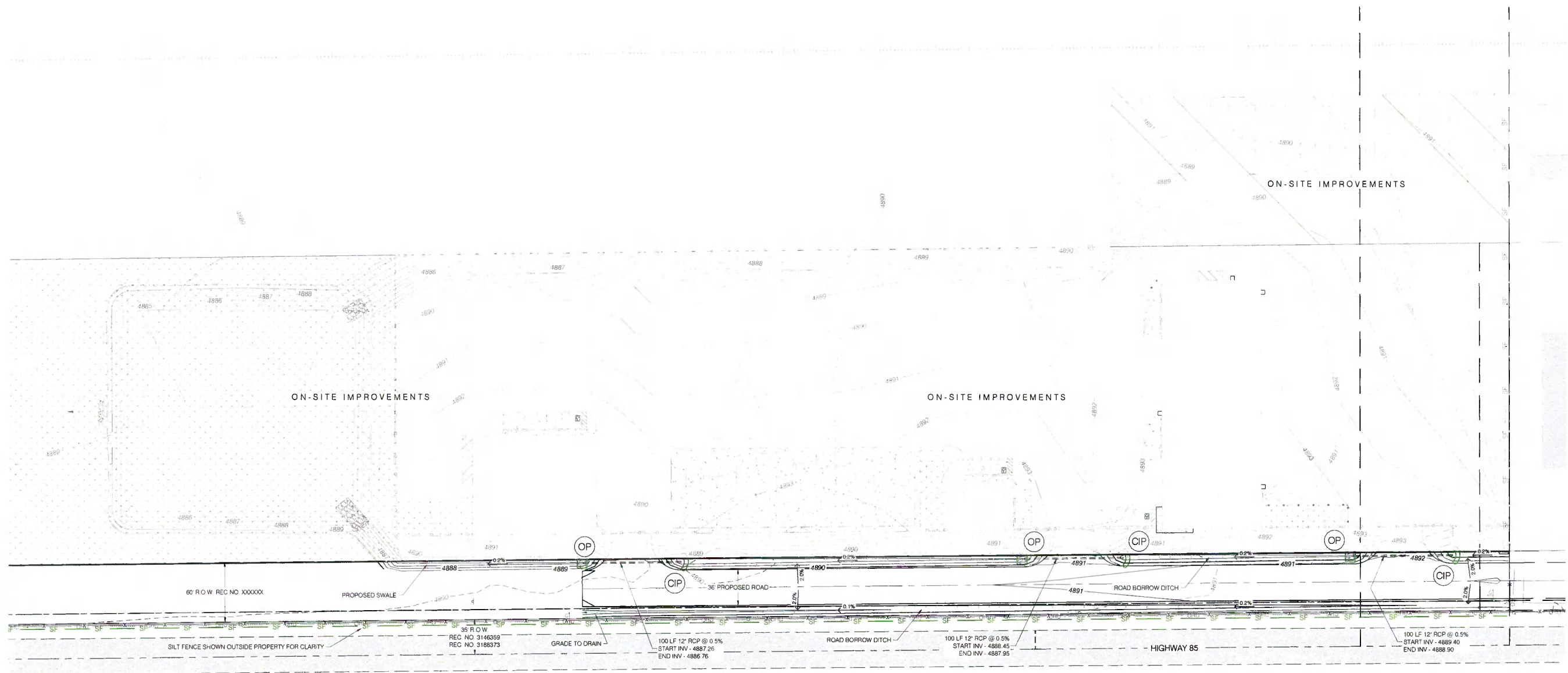


AGPROfessionals
DEVELOPERS OF AGRICULTURE
3050 67th Avenue, Suite 200,
Greeley, CO 80634
(970) 535-9318 - fax: (970) 535-9554



P & P SERVICES LEASING INC
ROAD PLAN & PROFILE
FORT LUPTON, CO

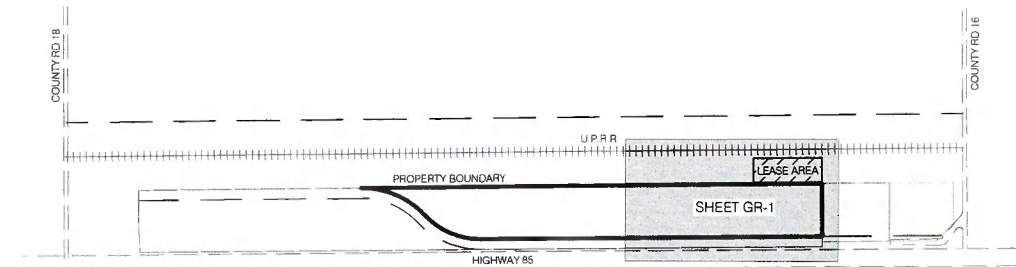
SHEET:
OS-1



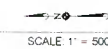
PLAN VIEW



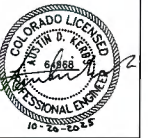
LEGEND	
	DRAINAGE SWALE
	SILT FENCE
	INLET PROTECTION
	OUTLET PROTECTION
	CONCRETE WASHOUT AREA
	VEHICLE TRACKING CONTROL
	SPILLWAY



LOCATION MAP



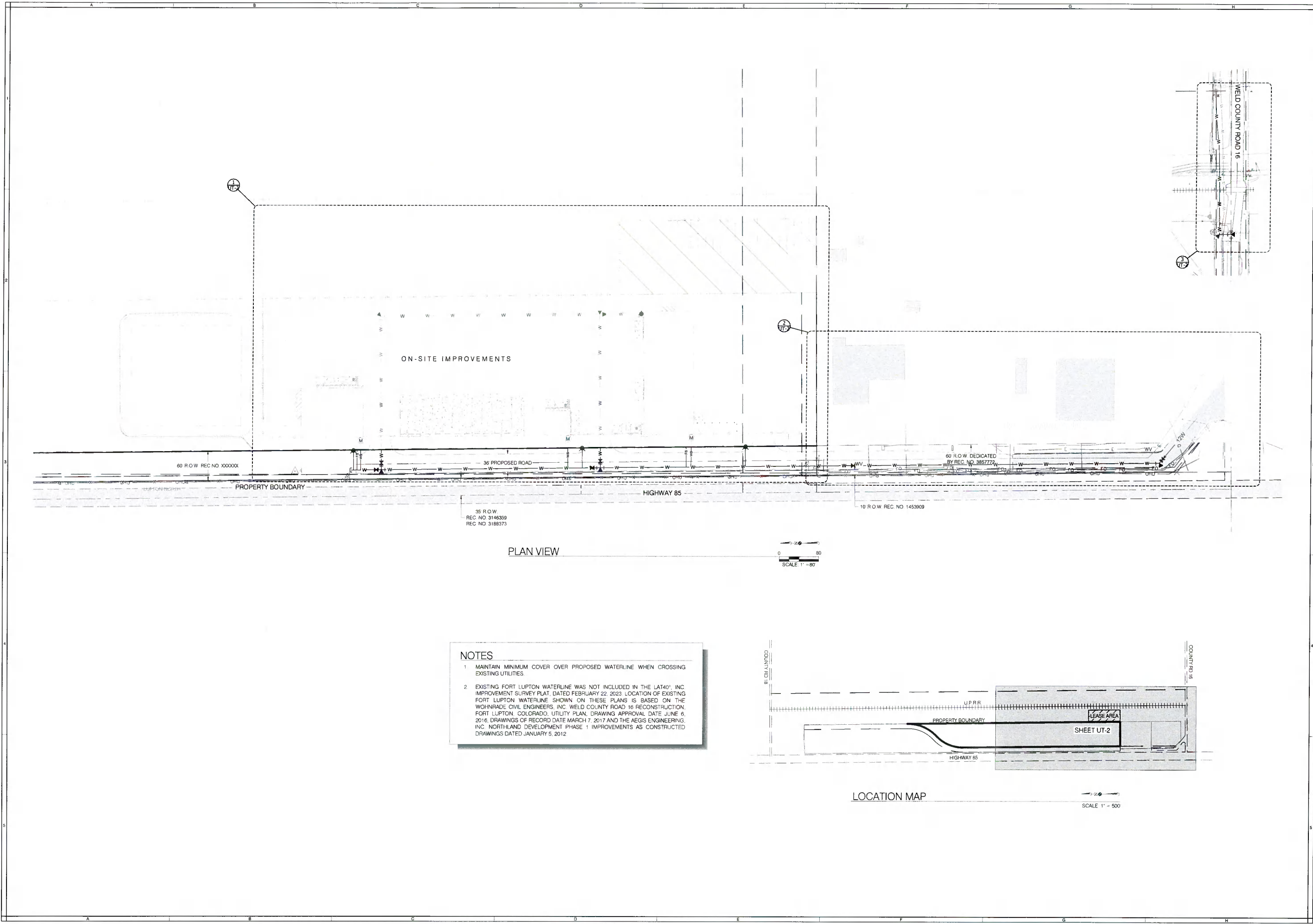
AGPROfessionals
DEVELOPERS OF AGRICULTURE
3050 67th Avenue, Suite 200,
Greeley, CO 80634
(970) 535-9318 - fax (970) 535-9854



P & P SERVICES LEASING INC
GRADING & EROSION
CONTROL PLANS
FORT LUTPON, CO

SHEET:
OS-2

DATE	ISSUE / PERSON	ISSUED FOR REVIEW	ISSUED FOR FINAL
October 26, 2025	AGPRO		
A		02/2025	
B		10/2025	



- NOTES**
1. MAINTAIN MINIMUM COVER OVER PROPOSED WATERLINE WHEN CROSSING EXISTING UTILITIES.
 2. EXISTING FORT LUPTON WATERLINE WAS NOT INCLUDED IN THE LAT40°, INC. IMPROVEMENT SURVEY PLAT, DATED FEBRUARY 22, 2023. LOCATION OF EXISTING FORT LUPTON WATERLINE SHOWN ON THESE PLANS IS BASED ON THE WOHNRAD CIVIL ENGINEERS, INC. WELD COUNTY ROAD 16 RECONSTRUCTION, FORT LUPTON, COLORADO, UTILITY PLAN, DRAWING APPROVAL DATE JUNE 6, 2016, DRAWINGS OF RECORD DATE MARCH 7, 2017 AND THE AEGIS ENGINEERING, INC. NORTHLAND DEVELOPMENT PHASE 1 IMPROVEMENTS AS CONSTRUCTED DRAWINGS DATED JANUARY 5, 2012.

DATE	ISSUE / REVISION	ISSUED FOR REVIEW	ISSUED FOR FINAL
02/20/25	A		
10/20/25	B		



AGPRO professionals
DEVELOPERS OF AGRICULTURE
3050 67th Avenue, Suite 200, Greeley, CO 80634
(970) 535-9318 • fax: (970) 535-9854
213 Canyon Crest Dr., Suite 100, Twin Falls, ID 83301
(208) 395-3501



P & P SERVICES LEASING INC
UTILITY PLAN 1 OF 2
FORT LUPTON, CO

SHEET:
OS-3



SUBJECT FOR DISCUSSION

Adopting an Ordinance Accepting the Right of Way Dedication from Triple P Services LLC, A Colorado Limited Liability Company for 60 feet of the Highway 85 Access Road north of County Road 16.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Triple P Services LLC, submitted the Site Plan for development of future Oil and Gas Support Services. Since ROW dedication cannot be done for a Site Plan, the dedication will need to be done by separate document. This is to approve an ordinance to accept the dedication of a 60-foot wide public right of way located along Highway 85 containing 5.64 acres, more or less from the owner.

FINANCIAL CONSIDERATIONS

Not applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Accept Dedication
- Do nothing
- Delay the acceptance of the Right of Way pending more information

STAFF RECOMMENDATIONS

Staff recommends acceptance of the 60-feet of public Right of Way from the (Owner)

- Attachments:**
- a. Ordinance
 - b. Right-of-Way Dedication
 - c. Exhibit A

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO.

2025-xxxx

INTRODUCED BY:

AN ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE DEDICATION OF A 60-FOOT WIDE PUBLIC RIGHT OF WAY PARALLEL WITH THE HIGHWAY 85, CONTAINING 5.64 ACRES, MORE OR LESS, COUNTY OF WELD, STATE OF COLORADO ALONG THE FRONTAGE OF HIGHWAY 85, WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO.

WHEREAS, City of Fort Lupton, Colorado (the “City”) and Triple P Services LLC, A Colorado Limited Liability Company 140 Denver Ave. Fort Lupton, CO 80621, have this day filed with the City of Fort Lupton, Colorado (the “City”), its dedication of certain real estate, which Dedication is hereinabove set forth:

WHEREAS, the City finds that said Dedication is desirable and necessary;

NOW THEREFORE BE IT RESOLVED that city council hereby accepts said dedication, and orders that the instrument of dedication be recorded in the recorder’s office of the county of weld, state of Colorado, and said described real estate is hereby declared open and dedicated pursuant to C.R.S. § 24-68-101, et seq.

THIS RIGHT OF WAY IS CREATED AND GRANTED THIS 18th DAY OF NOVEMBER 2025.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 4th day of December 2025.

PUBLISHED in the Fort Lupton Press the ____ day of November 2025.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this ____ day of _____ 2025.

PUBLISHED BY TITLE ONLY the ____ day of _____ 2025.

EFFECTIVE (after publication) the ____ day of _____ 2025.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

WARRANTY DEED

THIS DEED, made this ____ day of _____, 2025, between **TRIPLE P SERVICES, LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is 140 Denver Avenue, Fort Lupton, Colorado 80621, grantor(s), and **CITY OF FORT LUPTON** whose legal address is 130 South McKinley Avenue of the City of Fort Lupton and the County of Weld and State of Colorado, grantee(s).

WITNESSETH, that the grantor(s), for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), heirs, and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the City of Fort Lupton and the County of Weld and State of Colorado, described as follows:

See **“EXHIBIT A”** attached hereto and incorporated herein.

****Excepting and Reserving** unto the Grantor, their heirs and assigns, any and all interest in all oil, gas and other mineral rights owned by the Grantor found on or beneath the above property, together with the right of ingress and egress for the purpose of exploring, producing and marketing the same.******

also known by street and number as: N/A

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), heirs and assigns forever. The grantor(s), for itself, heirs and personal representatives or successors, does covenant, grant, bargain and agree to and with the grantee(s), heirs and assigns, that at the time of the unsealing and delivery of these presents have well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever.

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee(s) heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

Grantor(s)

By: Jose Silva Jr

Name: JOSE SILVA RODRIGUEZ

as manager of TRIPLE P SERVICES, LLC, A COLORADO LIMITED LIABILITY COMPANY

STATE OF Colorado }
COUNTY OF Weld } ss.

I, Monica Watson, a Notary Public in and for said Weld County, in the state aforesaid do hereby certify that Jose Silva Rodriguez is personally known to me to be the persons whose names subscribed to the foregoing Deed, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed for the uses and purposes set forth.

Given under my hand and official seal, this 21 day of October, 2025, by Jose Silva Rodriguez, as Manager of Triple P Services, LLC.

My commission expires: 03-01-2029.

MONICA LYNN WATSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954018552
MY COMMISSION EXPIRES MARCH 1, 2029

Notary Public

EXHIBIT A

Property Description – Proposed Right of Way

A strip of land Sixty (60) feet in width and being a portion of that parcel of land as described in Special Warranty Deed recorded December 2, 2024 at Reception No. 4997556 within the records of Weld County and being situate in the West Half of the Northwest Quarter (W1/2NW1/4) and the West Half of the Southwest Quarter (W1/2SW1/4) of Section Twenty-nine (29), Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Lupton, County of Weld, State of Colorado being more particularly described as follows:

COMMENCING at the calculated position of the Northwest corner of said Section 29 and assuming the North line of said Section 29, as monumented by a #6 rebar with a 3.25" aluminum cap stamped LS34591 as a 120.0' Witness Corner to said NW corner, at the West end and by a #6 rebar with a 2.5" aluminum cap stamped LS17662 at the East end, bears North 89°35'09" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983(2011), a distance of 5290.17 feet with all bearings contained herein relative thereto.

The lineal dimensions contained herein are based on the U.S. Survey Foot.

THENCE South 38°59'00" East a distance of 542.56 feet to the North line of that parcel of land described in said Special Warranty Deed and to the **POINT OF BEGINNING**;

THENCE North 89°36'14" East along said North line a distance of 60.00 feet to the NW corner of said parcel;

THENCE South 00°41'19" East along the East line of said parcel, also being the West right-of-way line of the Union Pacific Railroad a distance of 1307.37 feet to a Point of Curvature (PC);

THENCE along the arc of a curve being concave to the Northwest a distance of 417.36 feet, said curve having a radius of 505.00 feet, a delta of 47°21'09", and is subtended by a chord bearing South 22°59'15" West, a distance of 405.58 feet to a Point of Reverse Curvature (PRC);

THENCE along the arc of a curve being concave to the Southeast a distance of 366.83 feet, said curve having a radius of 445.00 feet, a delta of 47°13'51", and is subtended by a chord bearing South 23°02'54" West, a distance of 356.53 feet to a Point of Tangency (PT);

Thence along a line being 60 feet East of as measured at right angles to the West line of said parcel, also being the East right-of-way line of Highway 85, the following Two (2) courses and distances:

THENCE South 00°34'01" East a distance of 205.06 feet;

THENCE South 00°34'27" East a distance of 1796.26 feet to the South line of said parcel;

THENCE South 89°29'52" West along said South line a distance of 60.00 feet to the Southwest corner of said parcel;

Thence along the West line of said parcel, also being the East right-of-way line of Highway 85, the following Two (2) courses and distances:

THENCE North 00°34'27" West a distance of 1796.18 feet;

THENCE North 00°34'01" West a distance of 205.06 feet to a PC;

THENCE along the arc of a curve being concave to the Southeast a distance of 416.29 feet, said curve having a radius of 505.00 feet, a delta of 47°13'51", and is subtended by a chord bearing North 23°02'54" East, a distance of 404.60 feet to a PRC;

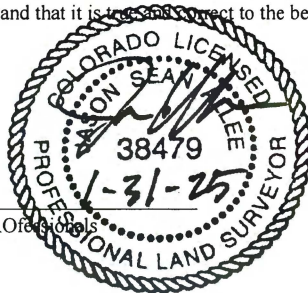
THENCE along the arc of a curve being concave to the Northwest a distance of 367.77 feet, said curve having a radius of 445.00 feet, a delta of 47°21'09", and is subtended by a chord bearing North 22°59'15" East, a distance of 357.40 feet;

THENCE North 00°41'19" West along a line 60 feet West of as measured at right angles to the East line of said parcel, also being the West right-of-way line of the Union Pacific Railroad a distance of 1307.68 feet to the **POINT OF BEGINNING**,

Said described strip of land contains 5.64 acres (+/-245,576 sq.ft.), more or less, and is subject to any rights-of-way or other easements of record as now existing on said described strip of land.

SURVEYOR'S CERTIFICATE

I, Jason S. Allee, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared by me or under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



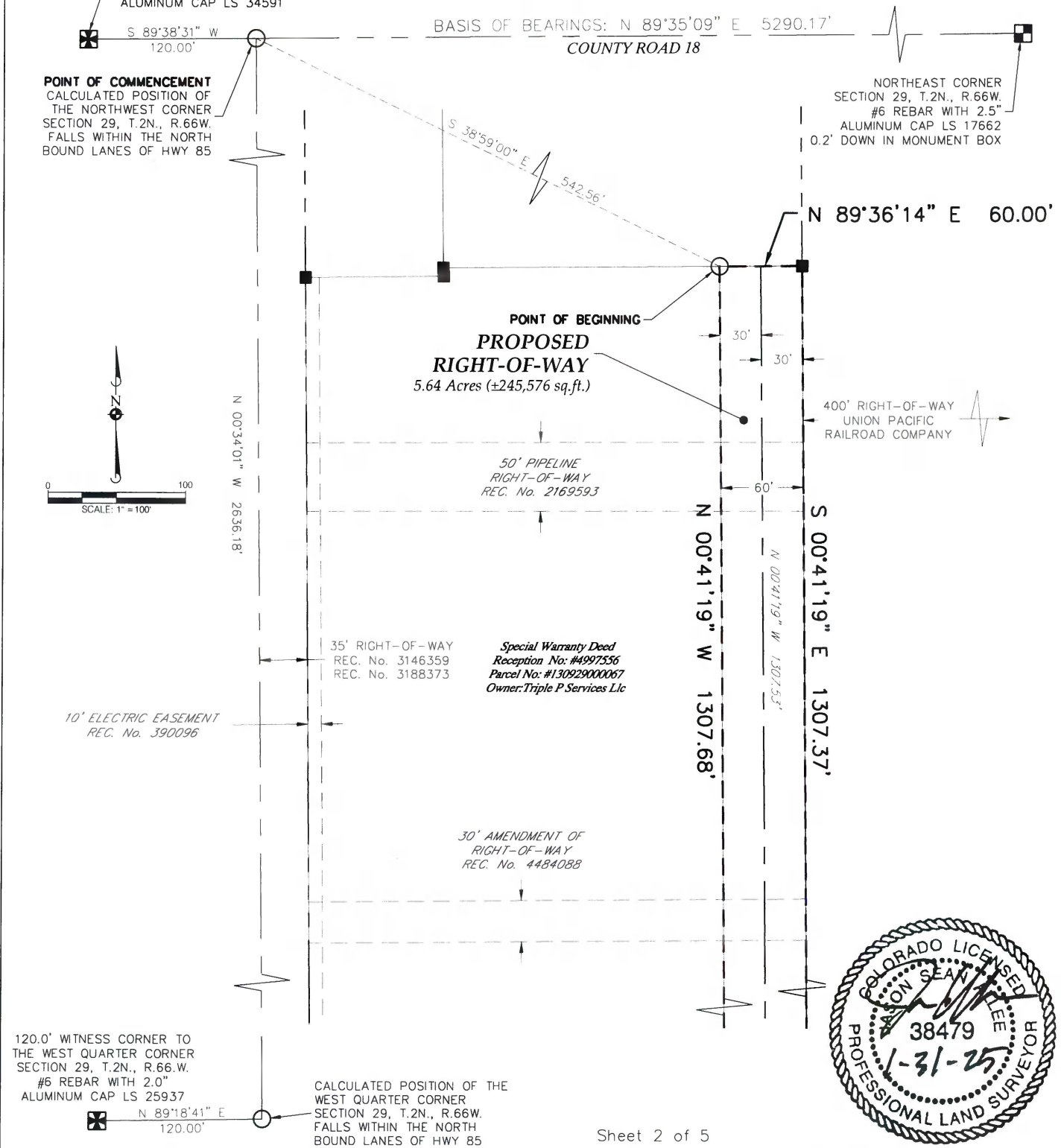
Sheet 1 of 5

Jason S. Allee – on behalf of AGPROfessionals
Colorado Licensed Professional
Land Surveyor No. 38479

AGPROfessionals
3050 67th Avenue, Suite 200
Greeley, Colorado 80634
(970) 535-9318

EXHIBIT A

Proposed Right-of-Way Exhibit



Sheet 2 of 5

Note: This exhibit drawing is not intended to be a monumented land survey. Its sole purpose is to be a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes this exhibit drawing.

Jason S. Allee, on behalf of AGPROfessionals
Colorado Licensed Professional
Land Surveyor No. 38479



AGPROprofessionals
DEVELOPERS OF AGRICULTURE

3050 67th Avenue, Suite 200, Greeley, CO 80634
(970) 535-9318 • fax: (970) 535-9854

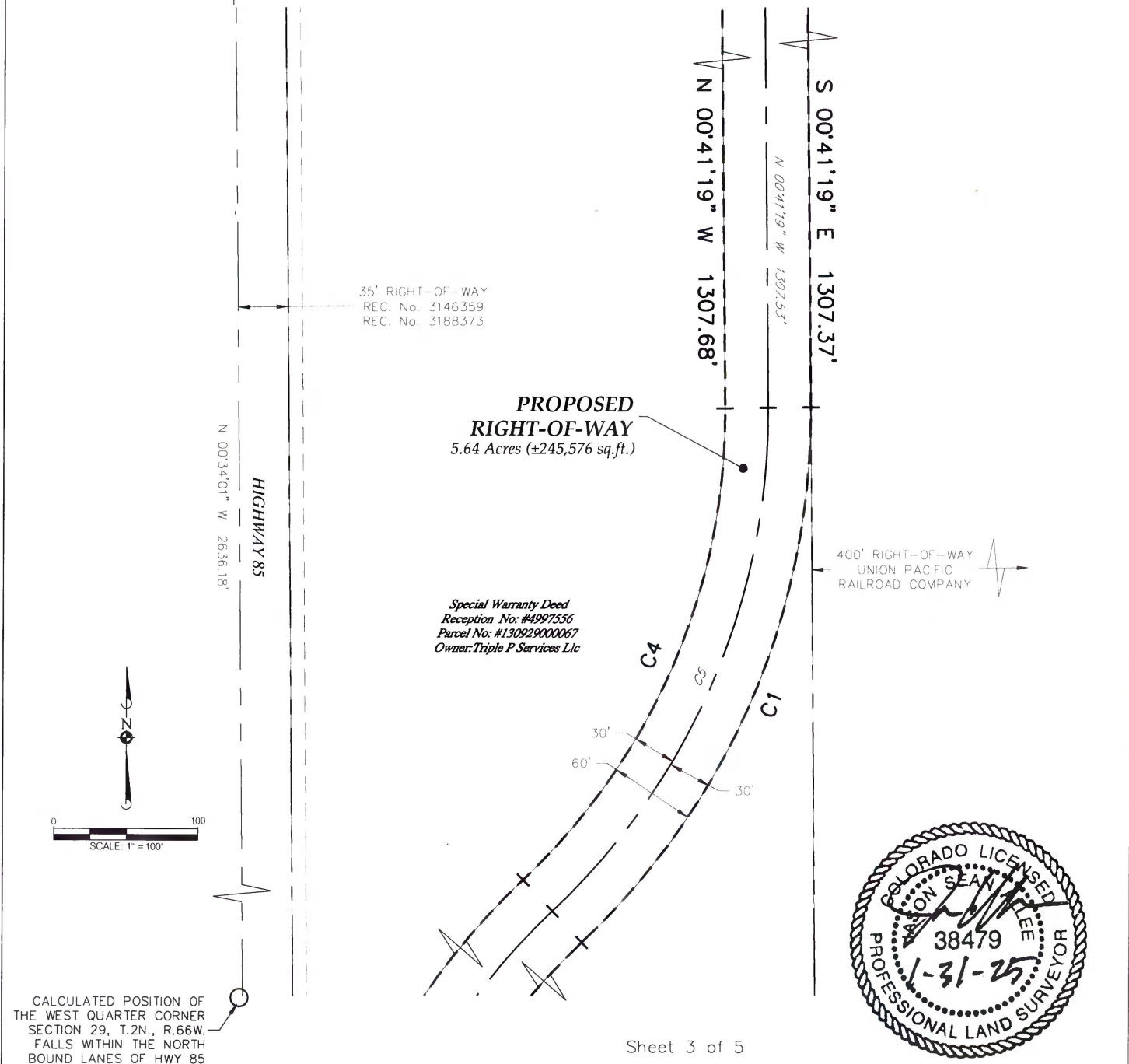
EXHIBIT A

SECTION 29, T2N, R66W, WELD COUNTY, CO
Triple P Services LLC - 140 Denver Avenue Fort Lupton, CO 80621

DATE	2025/01/31
JOB NO	2562-02

CALCULATED POSITION
NORTHWEST CORNER
SECTION 29, T.2N., R.66W.
FALLS WITHIN THE NORTH
BOUND LANES OF HWY 85

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	417.36'	505.00'	47°21'09"	S 22°59'15" W	405.58'
C4	367.77'	445.00'	47°21'09"	N 22°59'15" E	357.40'
C5	392.57'	475.00'	47°21'09"	S 22°59'15" W	381.49'



Sheet 3 of 5

Jason S. Allee, on behalf of AGPROfessionals
Colorado Licensed Professional
Land Surveyor No. 38479

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EXHIBIT A

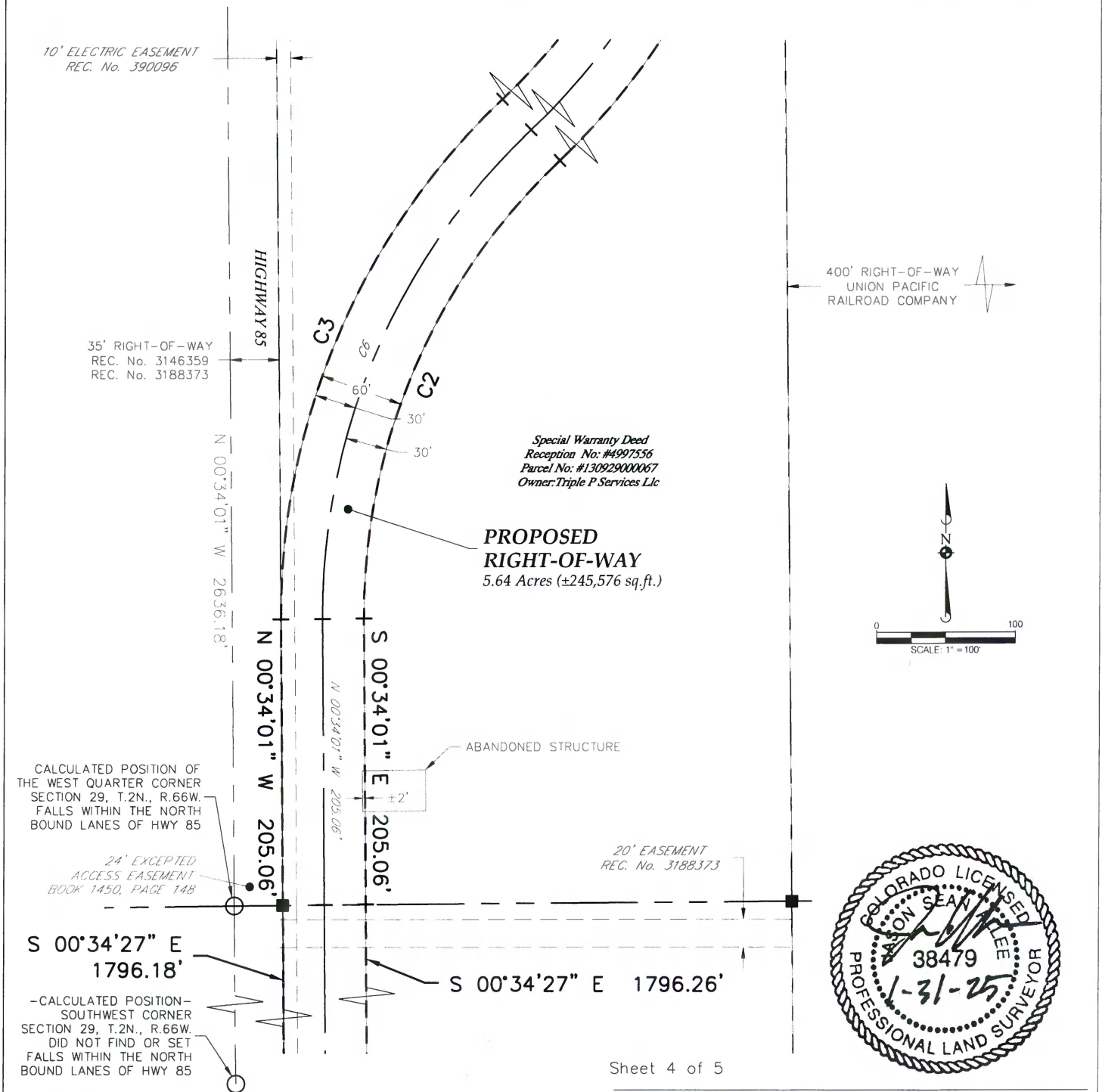
SECTION 29, T2N, R66W, WELD COUNTY, CO
Triple P Services LLC - 140 Denver Avenue Fort Lupton, CO 80621

DATE
2025/01/31
JOB NO
2825-01

EXHIBIT A**Proposed Right-of-Way Exhibit**

CALCULATED POSITION OF
THE NORTHWEST CORNER
SECTION 29, T.2N., R.66W.
FALLS WITHIN THE NORTH
BOUND LANES OF HWY 85

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C2	366.83'	445.00'	47°13'51"	S 23°02'54" W	356.53'
C3	416.29'	505.00'	47°13'51"	N 23°02'54" E	404.60'
C6	391.56'	475.00'	47°13'51"	S 23°02'54" W	380.57'



Note: This exhibit drawing is not intended to be a monumented land survey. Its sole purpose is to be a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes this exhibit drawing.

Jason S. Allee, on behalf of AGPROfessionals
Colorado Licensed Professional
Land Surveyor No. 38479



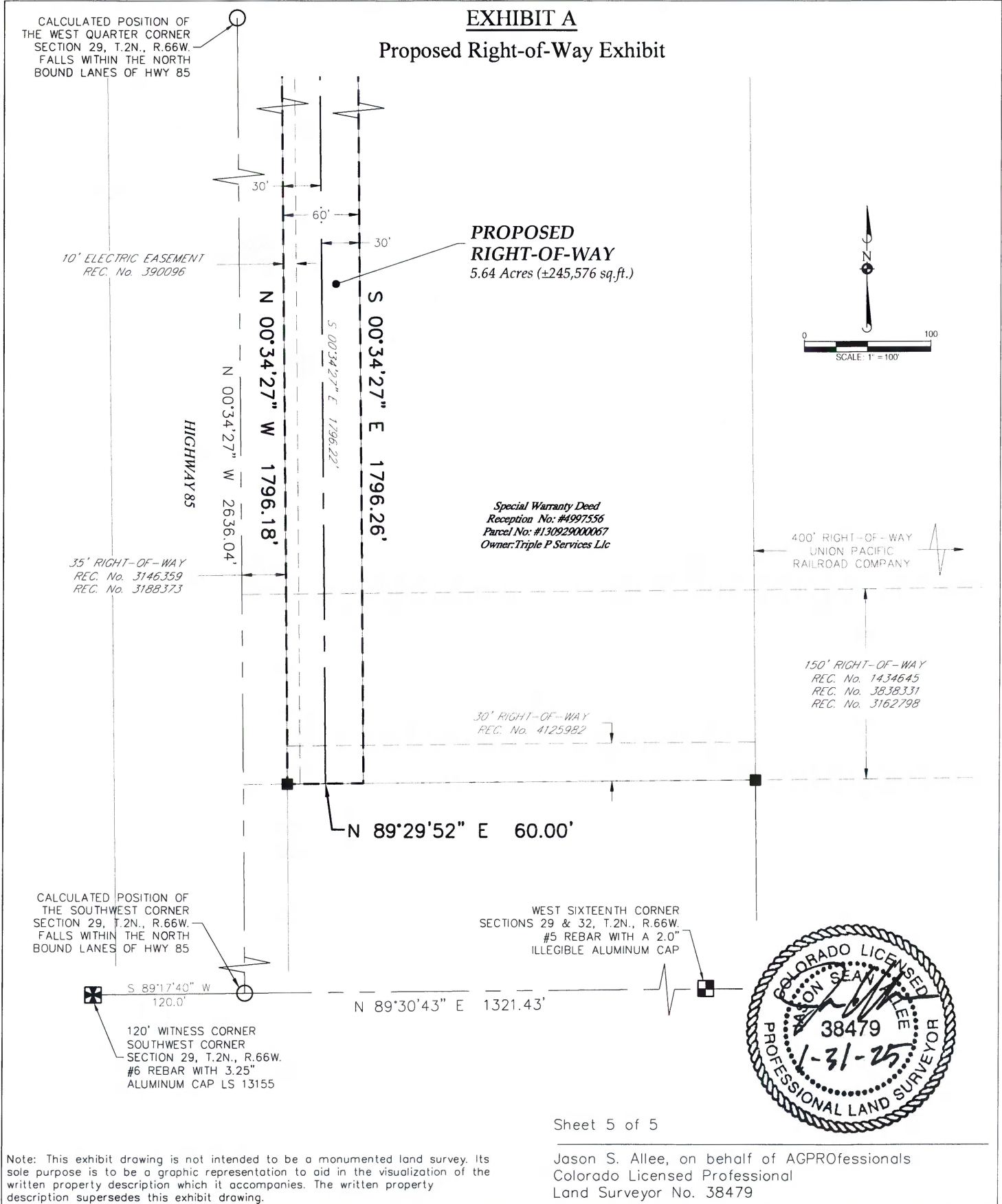
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EXHIBIT A

SECTION 29, T2N, R66W, WELD COUNTY, CO
Triple P Services LLC - 140 Denver Avenue Fort Lupton, CO 80621

DATE
2025/01/31
JOB NO
2825-01



 AGPROfessionals DEVELOPERS OF AGRICULTURE 3050 67th Avenue, Suite 200, Greeley, CO 80634 (970) 535-9318 • fax: (970) 535-9854	EXHIBIT A SECTION 29, T2N, R66W, WELD COUNTY, CO Triple P Services LLC - 140 Denver Avenue Fort Lupton, CO 80621	<table><tr><td>DATE:</td><td>2025/01/31</td></tr><tr><td>JOB NO</td><td>2825-01</td></tr></table>	DATE:	2025/01/31	JOB NO	2825-01
DATE:	2025/01/31					
JOB NO	2825-01					