



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, December 16, 2025
6:00 PM
130 South McKinley Avenue

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

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. December 16, 2025 Accounts Payable

Consent Agenda - Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Councilmember so requests, in which case the item may be removed/moved from the Consent Agenda.

- a. December 2, 2025 City Council Meeting Minutes**
- b. Second Reading Ordinance 2025-1191 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**
- c. AM 2025-188 Approving the 2026 Weld County Public Safety Communications Services Agreement**
- d. AM 2025-189 Approving a Statement of Work with CliftonLarsonAllen LLP (CLA) for Payroll Services for an Amount Not to Exceed \$60,000.00, Allocated between the General Fund Finance Department Professional Services and Miscellaneous Professional Services Fund**
- e. AM 2025-190 Approve Mayor's Signing of Tri-State Generation and Transmission Association, Inc. (Tri-State) License Agreement for Water Line Access and Construction Along Highway 52 Frontage for the Water Tower Project**
- f. AM 2025-191 Approving the Mayor's Signature for a Grant of Easement to United Power for Electrical and Communications Facilities Located at the Wastewater Treatment Plant for Power Service Upgrade of the New Lift Station to METRO**
- g. AM 2025-193 Approve Acceptance of the Colorado Water Conservation Board (CWCB) Water Plan Grant for the Comprehensive Water Strategy Planning Project**

Action Memorandum

- a. AM 2025-192 Presenting an Ordinance for Amendments to Chapter 18 Building Regulations of the Fort Lupton Municipal Code with Adoption by Reference and Setting the Public Hearing for January 20, 2026**

Information Memorandum

- a. IM 2025-018 Affidavit of Surrender of Local and State Retail Liquor License for El Reparo Mexican & Grill INC. dba El Reparo Mexican & Grill at 815 7th Street, Unit A & B

Staff Reports

Mayor/Council Reports

Future City Events

- a. December 20, 2025 Cocoa with a Cop, Copper Kettle, 737 Denver Ave. 9:00 a.m.
December 25, 2025 City Offices Closed in Observance of Christmas
January 1, 2026 City Offices Closed in Observance of New Year

Upcoming Meetings

- a. December 30, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
January 6, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
January 13, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
January 20, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 12/03/2025 - 12/16/2025

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	12/08/2025	Regular	0.00	739.61	109126
442362CM	Credit Memo	11/14/2025	GF-CREDIT FOR RETURN-PD	0.00	-53.95	
INV443176	Invoice	11/11/2025	GF-DANNER BOOTS FOR TOVES-PD	0.00	674.85	
INV443342	Invoice	11/14/2025	GF-UNIFORMS & GEAR FOR GALLEGOS-PD	0.00	118.71	
003531	ARBOR VALLEY NURSERY	12/08/2025	Regular	0.00	7,015.00	109127
INV92779-2	Invoice	11/03/2025	Trees for #4 & 5	0.00	7,015.00	
003972	ASPEN S GURLEY	12/08/2025	Regular	0.00	80.00	109128
2007939.001	Invoice	12/01/2025	REC-REFUND FOR GIRLS BASKETBALL	0.00	80.00	
000108	AUSMUS LAW FIRM PC	12/08/2025	Regular	0.00	7,700.00	109129
9798	Invoice	12/01/2025	GF-2025 City Attorney Services-Legal	0.00	6,500.00	
9805	Invoice	12/01/2025	GF-PROSECUTION SERVICES FOR NOVEMB...	0.00	1,200.00	
001949	CIVIL RESOURCES LLC	12/08/2025	Regular	0.00	8,848.50	109130
19-305.02.06	Invoice	11/26/2025	UF-LAGOON SLURRY WALL PROJECT-WAT...	0.00	8,848.50	
000268	COLORADO ANALYTICAL LAB	12/08/2025	Regular	0.00	96.00	109131
251110124	Invoice	11/11/2025	UF-DRINKING WATER TESTING-W LINES	0.00	48.00	
251114116	Invoice	11/17/2025	UF-DRINKING WATER TESTING-W LINES	0.00	48.00	
000281	COLORADO DEPARTMENT OF AGRICULTURE	12/08/2025	Regular	0.00	128.00	109132
6708	Invoice	12/01/2025	GF-RADAR TUNING FORKS, LASER SPEED ...	0.00	128.00	
003740	COLORADO PORTABLES LLC	12/08/2025	Regular	0.00	530.00	109133
138198	Invoice	11/01/2025	CPR-PORTABLE TOILET SERVICES-EVENTS	0.00	530.00	
000307	COMCAST CABLE COMM, LLC	12/08/2025	Regular	0.00	281.40	109134
0117309 DEC25	Invoice	12/01/2025	REC-CABLE/MUSIC FOR DECEMBER 2025-...	0.00	281.40	
000307	COMCAST CABLE COMM, LLC	12/08/2025	Regular	0.00	48.40	109135
0025494 DEC25	Invoice	12/01/2025	GOLF-DECEMBER 2025 CABLE SERVICE-PR...	0.00	48.40	
000307	COMCAST CABLE COMM, LLC	12/08/2025	Regular	0.00	204.13	109136
0147405 DEC25	Invoice	12/01/2025	GF-INTERNET/PHONE SERVICE FOR DEC 2...	0.00	204.13	
000421	ECOLAB INC	12/08/2025	Regular	0.00	150.52	109137
6355902642	Invoice	11/10/2025	CPR-DISHWASHER DETERGENT/SANITIZER...	0.00	150.52	
001881	HALO BRANDED SOLUTIONS INC	12/08/2025	Regular	0.00	463.79	109138
8660802	Invoice	11/01/2025	REC-WATERBOTTLES-REC CENTER	0.00	463.79	
003120	HUDSON LOCKERS, INC	12/08/2025	Regular	0.00	162.50	109139
580	Invoice	11/28/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	162.50	
000593	IMOGENE YOKOOJI	12/08/2025	Regular	0.00	118.64	109140
112425	Invoice	11/24/2025	REC-REIMBURSE IMOGENE FOR USE OF P...	0.00	118.64	
002977	JOSEPH ELLIOTT USA LLC	12/08/2025	Regular	0.00	890.14	109141
34784	Invoice	11/01/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	890.14	
001926	MAMMOTH CREATIVE	12/08/2025	Regular	0.00	810.23	109142
16014	Invoice	11/17/2025	GF-GRAPHICS FOR UNIT #2399-PD	0.00	810.23	
001518	PETS EMERGENCY HOSPITAL	12/08/2025	Regular	0.00	650.00	109143
527480	Invoice	11/01/2025	GF-EMERGENCY PET SERVICES-PD	0.00	650.00	
001643	PROCEDURE INC	12/08/2025	Regular	0.00	58,148.19	109144

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	
2691124	Invoice	12/01/2025	GF-PLAN REVIEWS, PERMITS, INSP FEES-B...	0.00	58,148.19	
002265	QUADIENT FINANCE USA INC	12/08/2025	Regular	0.00	2,256.00	109145
8087746 OCT-N...	Invoice	11/26/2025	GF-POSTAGE RECHARGES FOR OCTOBER 2...	0.00	2,256.00	
000991	SCNS SPORTS FOODS INC	12/08/2025	Regular	0.00	94.40	109146
237909	Invoice	11/24/2025	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	94.40	
001040	STERICYCLE	12/08/2025	Regular	0.00	116.53	109147
8012605726	Invoice	11/18/2025	REC-BIOHAZARD-REC CENTER	0.00	73.78	
8012715295	Invoice	11/25/2025	GF-SHREDDING SERVICE @CITY HALL OCT ...	0.00	42.75	
002694	SYMMETRY ENERGY SOLUTIONS LLC	12/08/2025	Regular	0.00	2,686.55	109148
20996424	Invoice	11/21/2025	REC-NATURAL GAS SERVICE FOR OCTOBER...	0.00	2,686.55	
002967	SYNERGETIC STAFFING LLC	12/08/2025	Regular	0.00	813.81	109149
21012333	Invoice	12/02/2025	GF-TEMP WAGES NOVEMBER 24-26, 2025...	0.00	813.81	
001105	TOSHIBA FINANCIAL SERVICES	12/08/2025	Regular	0.00	3,011.56	109150
569216823	Invoice	11/20/2025	GOLF-DECEMBER 2025 TOSHIBA COPIER L...	0.00	412.61	
569306269	Invoice	12/01/2025	Rec-Copier Supply Freight-Rec	0.00	2,598.95	
001746	TRANSUNION RISK AND ALTERNATIVE DATA SO	12/08/2025	Regular	0.00	25.00	109151
812682-202511-1	Invoice	12/01/2025	GF-NOVEMBER 2025 INTERPRETATION SE...	0.00	25.00	
001147	USA BLUE BOOK	12/08/2025	Regular	0.00	2,880.43	109152
INV00805117	Invoice	12/01/2025	UF/SF-GREEN MARKING FLAGS, SUPPLIES...	0.00	1,669.35	
INV00840871	Invoice	12/01/2025	UF/SF-MARKING FLAGS, SUPPLIES-W/S LI...	0.00	1,211.08	
001149	UTILITY NOTIFICATION CENTER	12/08/2025	Regular	0.00	355.67	109153
225110616	Invoice	11/30/2025	UF-4TH BILLING TIER ANNUAL ASSESSMEN...	0.00	355.67	
001208	WBA, LOCAL GOVERNMENT LAW	12/08/2025	Regular	0.00	5,207.51	109154
43724	Invoice	12/03/2025	GF-Lancaster Crossing MD Legal Fees	0.00	1,031.66	
44248	Invoice	12/03/2025	GF-Lancaster Crossing MD Legal Fees	0.00	3,044.25	
44781	Invoice	12/03/2025	GF-Lancaster Crossing MD Legal Fees	0.00	1,131.60	
001199	WELD COUNTY PUBLIC SAFETY IT	12/08/2025	Regular	0.00	9,364.17	109155
FtLuptonPD-2025...	Invoice	11/25/2025	GF-CS RMS SUPP, ONGOING AGENCY SUPP...	0.00	9,364.17	
001224	XCEL ENERGY-GAS	12/08/2025	Regular	0.00	909.44	109156
954905089	Invoice	11/01/2025	GFNOV25 GAS BILL-PARKS	0.00	909.44	
000453	FAMILY SUPPORT REGISTRY	12/12/2025	Regular	0.00	140.76	109157
INV0001886	Invoice	12/12/2025	A. Infante Jr - Remit ID 06092977-SDU/Tri...	0.00	140.76	
003612	JOHNSON MARK LLC	12/12/2025	Regular	0.00	450.34	109158
INV0001887	Invoice	12/12/2025	Brian Oswalt-Case #2024C042153	0.00	450.34	
003901	PROFESSIONAL FINANCE CO	12/12/2025	Regular	0.00	34.93	109159
INV0001888	Invoice	12/12/2025	Keith Jackel - Case #2025C031349	0.00	34.93	
000031	ADAMSON POLICE PRODUCTS	12/16/2025	Regular	0.00	62.35	109160
INV4433806	Invoice	11/24/2025	GF-UNIFORMS FOR GALLEGOS-PD	0.00	59.35	
INV4433874	Invoice	11/25/2025	GF-PATCHES FOR MARTINEZ-PD	0.00	3.00	
003652	ANIMAL CLINIC LLC	12/16/2025	Regular	0.00	101.00	109161
540680	Invoice	11/20/2025	GF-VETERINARY SERVICES-CODE	0.00	101.00	
003853	BAESSLER DEVELOPMENT LLC	12/16/2025	Regular	0.00	65,300.20	109162
120425	Invoice	12/04/2025	GF-BAESSLER MECHANICAL & PLUMING P...	0.00	65,300.20	
003615	BAKER CONSTRUCTORS	12/16/2025	Regular	0.00	1,656.75	109163
120525	Invoice	12/05/2025	GF-2022 Building Permit Refund	0.00	1,656.75	
003672	BLUDOT TECHNOLOGIES INC.	12/16/2025	Regular	0.00	8,532.00	109164

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BCEOFAD3-0003	Invoice	12/01/2025	GF-SUBSCRIPTION RENEWAL FOR OCT 202...	0.00	8,532.00	
003968	BROTHERS REDEVELOPMENT, INC.	12/16/2025	Regular	0.00	2,500.00	109165
101625	Invoice	12/01/2025	CPR-FIX IT FT. LUPTON-EVENTS	0.00	2,500.00	
000239	CITY OF FORT LUPTON	12/16/2025	Regular	0.00	193.00	109166
120525	Invoice	12/05/2025	GF-RESTIT D. PADILLA, #e0023275/J CHIH...	0.00	193.00	
000241	CITY OF FT LUPTON-UTIL INVOICE	12/16/2025	Regular	0.00	263.39	109167
990005001 OCT25	Invoice	11/07/2025	GF-CITY HALL WATER BILL OCT NOV-FAC	0.00	263.39	
003980	CLAUDIO SAUCEDO	12/16/2025	Regular	0.00	1,223.00	109168
120525	Invoice	12/05/2025	GF-2023 Blding Permit Refund	0.00	1,223.00	
002226	CLAYSTONE CONSTRUCTION	12/16/2025	Regular	0.00	1,500.00	109169
120425	Invoice	12/04/2025	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	
000268	COLORADO ANALYTICAL LAB	12/16/2025	Regular	0.00	48.00	109170
251201107	Invoice	12/02/2025	UF-DRINKING WATER TESTING-W LINES	0.00	48.00	
002651	COLORADO COMMUNITY MEDIA	12/16/2025	Regular	0.00	48.00	109171
144869	Invoice	12/04/2025	GF-LEGAL/PUBLIC NOTICES-CITY CL	0.00	48.00	
003740	COLORADO PORTABLES LLC	12/16/2025	Regular	0.00	215.00	109172
141649	Invoice	12/04/2025	CEM-PORTABLE TOILET SERVICES-CEMETE...	0.00	215.00	
000307	COMCAST CABLE COMM, LLC	12/16/2025	Regular	0.00	179.25	109173
0116038 DEC25	Invoice	12/01/2025	REC-DECEMBER 2025 PHONE SERVICE-REC...	0.00	179.25	
001517	CORE&MAIN LP	12/16/2025	Regular	0.00	2,808.78	109174
X923429	Invoice	12/01/2025	UF-SUPPLIES-W LINES	0.00	1,460.57	
X935547	Invoice	12/01/2025	UF-PARTS/SUPPLIES-W LINES	0.00	836.27	
X966947	Invoice	12/01/2025	UF-PLUG, PARTS-W LINES	0.00	317.15	
Y126184	Invoice	11/20/2025	UF-FLANGE, PARTS-W LINES	0.00	194.79	
003559	DRAKE DUO PRINTS LTD	12/16/2025	Regular	0.00	203.00	109175
1346	Invoice	12/05/2025	CPR-PARKS & TRAILS MP (GOCO GRANT)-...	0.00	203.00	
000461	FERRELLGAS LP	12/16/2025	Regular	0.00	12.00	109176
RN11137826	Invoice	11/25/2025	GOLF-RENTAL-MAINT	0.00	12.00	
000506	FORT LUPTON FIRE PROT DIST	12/16/2025	Regular	0.00	2,931.75	109177
120525	Invoice	12/05/2025	GF-2023 Building Permit Refund	0.00	2,931.75	
002181	FRP APPAREL	12/16/2025	Regular	0.00	1,286.75	109178
13197	Invoice	11/26/2025	REC-LIFEGUARD T-SHIRTS-REC CENTER	0.00	1,286.75	
002222	GREELEY LOCK & KEY	12/16/2025	Regular	0.00	1,117.76	109179
0000026444	Invoice	12/01/2025	GF-CAMERA SERVICE-PD	0.00	1,117.76	
002143	GREEN CO2 SYSTEMS	12/16/2025	Regular	0.00	631.72	109180
00392767	Invoice	11/26/2025	REC-CO2 REFILL-REC CENTER	0.00	301.41	
02109177	Invoice	12/01/2025	REC-MONTHLY CO2 RENTAL CONTRACT-R...	0.00	330.31	
003875	HALL-IRWIN CORPORATION	12/16/2025	Regular	0.00	209,475.00	109181
25007-1.2	Invoice	12/01/2025	WST-LAGOON SLURRY WALL PROJECT-WA...	0.00	209,475.00	
003874	HPM, INC.	12/16/2025	Regular	0.00	413,285.15	109182
004	Invoice	11/30/2025	UF-ELEVATED STORAGE TANK CONSTRUCT...	0.00	413,285.15	
003924	HUDICK EXCAVATING	12/16/2025	Regular	0.00	1,496.40	109183
120425	Invoice	12/04/2025	UF-HYD METER DEP REFUND-UB	0.00	1,496.40	
001580	INTERMOUNTAIN HEALTH PLATTE VALLEY HOSP	12/16/2025	Regular	0.00	170.00	109184
10008837	Invoice	11/30/2025	GF-MEDICAL SERVICES-PD	0.00	170.00	
000659	JOHNSON AUTO PLAZA	12/16/2025	Regular	0.00	168.69	109185

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231922	Invoice	11/05/2025	GF-VEHICLE MAINTENANCE-PD	0.00	168.69	
003981	JULIE ROMERO	12/16/2025	Regular	0.00	1,314.25	109186
120525	Invoice	12/05/2025	GF-2024 Building Permit Refund	0.00	1,314.25	
003982	LION HOME SERVICE, LLC	12/16/2025	Regular	0.00	20.10	109187
120525	Invoice	12/05/2025	GF-2022 Building Permit Refund	0.00	20.10	
000735	LL JOHNSON DISTRIBUTING	12/16/2025	Regular	0.00	4,236.69	109188
1168046-00	Credit Memo	09/24/2025	GOLF-CREDIT FOR INVOICE #1167586-MA...	0.00	-3,893.22	
1168632-00	Invoice	11/18/2025	GOLF-IRRIGATION SUPPLIES-MAINT	0.00	4,662.50	
1168632-01	Invoice	11/20/2025	GOLF-IRRIGATION SUPPLIES-MAINT	0.00	1,040.88	
1964743-00	Invoice	10/08/2025	GOLF-STARTER MOTOR-MAINT	0.00	187.31	
1964933-00	Invoice	10/10/2025	GOLF-FILTER-MAINT	0.00	179.75	
1965318-00	Invoice	10/20/2025	GOLF-PRESSURE SENSOR-MAINT	0.00	881.55	
1966197-00	Invoice	11/04/2025	GOLF-BEDKNIFE-EDGEMAX MICRO CUT-MA..	0.00	1,177.92	
001913	LUXOTTICA OF AMERICA, INC	12/16/2025	Regular	0.00	419.15	109189
6923492645	Invoice	12/04/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	419.15	
001926	MAMMOTH CREATIVE	12/16/2025	Regular	0.00	810.23	109190
16055	Invoice	11/21/2025	GF-GRAPHICS FOR UNIT 2025 CHEVY PAT...	0.00	810.23	
003978	MANUEL LEDEZMA	12/16/2025	Regular	0.00	761.50	109191
120525	Invoice	12/05/2025	GF-2024 Building Permit Refund	0.00	761.50	
002446	NATIONAL TRENCH SAFETY	12/16/2025	Regular	0.00	4,680.55	109192
1168258	Invoice	12/01/2025	UF-PARTS, SUPPLIES-W LINES	0.00	4,240.55	
1169905	Invoice	11/01/2025	UF-ADJUSTABLE STEEL SPREADER-W LINES	0.00	440.00	
000847	NORMAN'S MEMORIALS INC.	12/16/2025	Regular	0.00	120.00	109193
120425	Invoice	12/04/2025	CEM-MANUEL S TOVAR JR-CEMETERY	0.00	120.00	
000861	NVAA	12/16/2025	Regular	0.00	2,118.00	109194
231-1	Invoice	12/01/2025	CPR-VOLLEYBALL & SOCCER FEES-ATHL	0.00	2,118.00	
003826	OCTAVIO SANDOVAL	12/16/2025	Regular	0.00	325.00	109195
120525	Invoice	12/05/2025	GF-2023 Building Permit Refund	0.00	325.00	
000865	OFFICE DEPOT	12/16/2025	Regular	0.00	76.08	109196
446252823001	Invoice	11/24/2025	GF-TONER CARTRIDGE-FIN	0.00	76.08	
003213	OLD TOWN PEST CONTROL	12/16/2025	Regular	0.00	600.00	109197
13906	Invoice	11/21/2025	GF-PEST CONTROL-SHOP	0.00	600.00	
003044	PEAK FORM, LLC	12/16/2025	Regular	0.00	1,068.00	109198
673K25213	Invoice	12/01/2025	GF-DRUG, NON DOT TESTING, DOT RECER...	0.00	1,068.00	
002082	QUALITY WELL AND PUMP	12/16/2025	Regular	0.00	4,565.60	109199
2025-5687	Invoice	12/04/2025	UF-REPAIRS AND MAINTENANCE-NON POT	0.00	4,565.60	
003987	SAVATREE LLC	12/16/2025	Regular	0.00	5,375.00	109200
001358381	Invoice	12/01/2025	GF-TREE REMOVAL, KOSHIO PARK-PARKS	0.00	5,375.00	
002224	SILVER LINE CONSTRUCTION	12/16/2025	Regular	0.00	702.00	109201
120525	Invoice	12/05/2025	GF-2025 Building Permit Refund	0.00	702.00	
003899	SOTO ENTERPRISES, LLC	12/16/2025	Regular	0.00	4,200.00	109202
23049	Invoice	11/13/2025	CPR-LABOR FOR INSTALLING FLAGSTONE S...	0.00	4,200.00	
001624	STATE OF COLORADO	12/16/2025	Regular	0.00	1,855.81	109203
000056321	Invoice	12/08/2025	UF-REPLY ENVELOPES-UB	0.00	1,855.81	
003976	STEVE COX	12/16/2025	Regular	0.00	681.20	109204
120525	Invoice	12/05/2025	GF-2023 Building Permit Refund	0.00	681.20	

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002967	SYNERGETIC STAFFING LLC	12/16/2025	Regular	0.00	1,362.54	109205
21012337	Invoice	12/08/2025	GF-TEMP WAGES DECEMBER 1-5, 2025-FIN	0.00	1,362.54	
001137	UNITED POWER	12/16/2025	Regular	0.00	39,849.49	109206
10553102 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-EMERG SIREN	0.00	22.72	
1194602 NOV25	Invoice	11/30/2025	GC-NOV25 ELECTRIC-CLUBHOUSE	0.00	613.63	
1195001 NOV25	Invoice	11/30/2025	GC-NOV25 ELECTRIC-PUMP HOUSE	0.00	2,668.88	
1195501 NOV25	Invoice	11/30/2025	UF-NOV25 ELEC-WTR TANK&PUMP	0.00	3,902.80	
1195603 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-455 COLLEGE AVE PUMP ...	0.00	355.92	
1195701 NOV25	Invoice	11/30/2025	GC-NOV25 ELECTRIC-MAINT BLDG	0.00	158.06	
1196401 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-WELCOME SIGNS	0.00	36.54	
1207701 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-B&G SPRINKLER CONTROL	0.00	21.24	
1240301 NOV25	Invoice	11/30/2025	UF-NOV25 ELEC-SEWER LIFT STA	0.00	128.56	
1241801 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-PEARSON PK BALLFIELD	0.00	972.32	
1241903 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-PEARSON PK	0.00	119.76	
1276101 NOV25	Invoice	11/30/2025	UF-NOV25 ELEC-WELL #4	0.00	375.37	
1279801 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-SCH SIGNAL	0.00	25.64	
1295501 NOV25	Invoice	11/30/2025	CPR-NOV25 ELEC-MUSEUM	0.00	67.27	
1296101 NOV25	Invoice	11/30/2025	UF-NOV25 ELEC-WELL #5	0.00	209.70	
1302801 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-CITY HALL	0.00	1,821.72	
1302901 NOV25	Invoice	11/30/2025	UF-NOV25 ELEC-WELL #1	0.00	148.42	
1316801 NOV25	Invoice	11/30/2025	UF-NOV25 ELEC-WELL #3	0.00	426.74	
1322501 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-STREET LIGHTS	0.00	6,200.11	
1360303 NOV25	Invoice	11/30/2025	CEM-NOV25 ELEC-CEMETERY	0.00	30.73	
13842400 NOV25	Invoice	11/30/2025	CPR-NOV25 ELEC-REC SIGN	0.00	51.73	
14427100 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-VERIZON BLDG	0.00	93.88	
15232500 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-TORN SIREN	0.00	21.98	
17149700 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-WCR8 SIGNAL	0.00	64.39	
17761600 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-HERITAGE PARK	0.00	20.00	
17868800 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-LANCASTER SPRINK	0.00	20.00	
18057500 NOV25	Invoice	11/30/2025	UF-NOV25 ELEC-S LIFT STATION	0.00	864.90	
18498400 NOV25	Invoice	11/30/2025	UF-NOV25 ELEC-WELL#7	0.00	205.79	
18762100 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-LIGHT RECEPTACLES	0.00	129.91	
19545100 NOV25	Invoice	11/30/2025	UF-NOV25 ELEC-TERM RES DAM PUMP E	0.00	1,001.44	
19595600 NOV25	Invoice	11/30/2025	GC-NOV25 ELECTRIC-SIGN LIGHT	0.00	20.62	
20040100NOV25	Invoice	11/30/2025	UF-NOV25 ELEC-TERM RES DAM PUMP W	0.00	255.18	
21675200 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-IRRIGATE 2414 HORSESH...	0.00	164.98	
21675300 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-IRRIGATE 1912 WAGON...	0.00	34.57	
22185901 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-FULTON PARK IRRIGATION	0.00	21.00	
6601202 NOV25	Invoice	11/30/2025	GC-NOV25 ELECTRIC-PAVILLION	0.00	25.44	
6612303 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-COYOTE CREEK ENTRANCE	0.00	21.29	
6779701 NOV25	Invoice	11/30/2025	REC-75% NOV25 ELEC-REC	0.00	10,238.76	
704901 NOV25	Invoice	11/30/2025	UF-NOV25 ELEC-WWTP	0.00	682.36	
7225800 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-GAZEBO	0.00	21.40	
726705 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-SIGN 70110&70111	0.00	24.93	
7280200 NOV25	Invoice	11/30/2025	UF-NOV25 ELEC-WATER TANKS	0.00	21.98	
733101 NOV25	Invoice	11/30/2025	GF-NOV25 ELEC-SHOP	0.00	218.46	
762901 NOV25	Invoice	11/30/2025	UF-NOV25 ELEC-WELL #13	0.00	458.95	
803908 NOV25	Invoice	11/30/2025	UF-NOV25 ELEC-WTR TRMT PLANT	0.00	6,108.28	
8976200 NOV25	Invoice	11/30/2025	UF-NOV25 ELEC-N LIFT STATION	0.00	751.14	
	Void	12/16/2025	Regular	0.00	0.00	109207
	Void	12/16/2025	Regular	0.00	0.00	109208
	Void	12/16/2025	Regular	0.00	0.00	109209
001137	UNITED POWER	12/16/2025	Regular	0.00	235.32	109210
24165100 NOV25	Invoice	11/30/2025	GF-NOVEMBER 2025 ELECTRIC SERV (SPLA...	0.00	235.32	
001137	UNITED POWER	12/16/2025	Regular	0.00	134.54	109211
1215802 NOV25	Invoice	11/30/2025	GF-NOVEMBER 2025 ELEC SERV (VET OFFI...	0.00	134.54	
003974	VIA REAL ESTATE LLC	12/16/2025	Regular	0.00	1,956.75	109212

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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	
120525	Invoice	12/05/2025	GF-2022 Building Permit Refunds-Planning	0.00	1,956.75	
001188	WELD CNTY CLERK/RECORDER	12/16/2025	Regular	0.00	16,712.50	109213
112425	Invoice	12/03/2025	2025 Election	0.00	16,712.50	
001189	WELD COUNTY ACCTG DEPART	12/16/2025	Regular	0.00	6,965.75	109214
NOVEMBER 2025	Invoice	12/01/2025	NOVEMBER 2025 FUEL CHARGES	0.00	6,965.75	
001212	WILLIAMS AND WEISS CONSULTING LLC	12/16/2025	Regular	0.00	4,770.00	109215
2213	Invoice	12/07/2025	UF/WST-WATER ENGINEERING-UF/WST	0.00	4,770.00	
003715	WYOMING BEARING & SUPPLY LLC	12/16/2025	Regular	0.00	1,180.67	109216
7026634	Invoice	11/25/2025	GF-PARTS, SUPPLIES-STREETS/PW SHOP	0.00	634.66	
7026635	Invoice	11/25/2025	GF-BLACK HOSE PROTECTOR-STREETS	0.00	10.94	
7026881	Invoice	12/04/2025	GF-PARTS/SUPPLIES-STREETS	0.00	535.07	
003971	DWAIN BURKHARDT	12/03/2025	EFT	0.00	33,000.00	9100398
120325	Invoice	12/03/2025	UF-Easment for Water Tower Porject-Wat...	0.00	33,000.00	
001327	ALTA PEAK ROLLOFFS LLC	12/09/2025	EFT	0.00	467.41	9100399
5287	Invoice	11/18/2025	GF-ROLLOFF SERVICE FOR NOV 2025 @W...	0.00	467.41	
003196	AMAZE HEALTH	12/09/2025	EFT	0.00	1,740.00	9100400
INV-10412	Invoice	11/30/2025	GF-NOVEMBER 25 MONTHLY USER FEES-M..	0.00	1,740.00	
001820	BADGER METER	12/09/2025	EFT	0.00	4,847.64	9100401
80219162	Invoice	11/26/2025	UF-METER SERVICES-	0.00	4,847.64	
002853	BUCKEYE CLEANING CENTER	12/09/2025	EFT	0.00	3,920.93	9100402
90720415	Invoice	12/02/2025	CPR-SPRAY BOTTLES-COMM CENTER	0.00	139.08	
90720416	Invoice	12/02/2025	CPR-JANITORIAL SUPPLIES-COMM CENTER	0.00	3,781.85	
003417	DATA CENTER WAREHOUSE, LLC	12/09/2025	EFT	0.00	3,764.71	9100403
INV-011745	Invoice	11/25/2025	Vates-VMS-EssentialsPlus (3hosts) 1yr	0.00	3,764.71	
003440	DEBTBOOK	12/09/2025	EFT	0.00	18,400.00	9100404
DB2003939	Invoice	11/26/2025	GF-2026 Debtbook Software Subscription-...	0.00	18,400.00	
000425	ELEVATION COFFEE TRADERS	12/09/2025	EFT	0.00	274.32	9100405
162171	Invoice	11/24/2025	GOLF-COFFEE-PRO SHOP	0.00	274.32	
000455	FASTENAL COMPANY 01COFTL	12/09/2025	EFT	0.00	28.39	9100406
COFTL205656	Invoice	11/19/2025	GF-PARTS/SUPPLIES-STREETS	0.00	28.39	
002169	GH PHIPPS CONSTRUCTION COMPANIES	12/09/2025	EFT	0.00	1,482,061.19	9100407
CITY HALL 9	Invoice	11/26/2025	GF-PURCHASE MATERIALS FOR NEW CITY ...	0.00	1,412,061.19	
CITY HALL 9A	Invoice	11/26/2025	GF-CITY HALL DESIGN-MISC	0.00	70,000.00	
000720	LEXIPOL LLC	12/09/2025	EFT	0.00	11,261.05	9100408
INVLEX11260865	Invoice	11/17/2025	GF-ANNUAL LAW ENFORCEMENT POLICY ...	0.00	5,958.55	
INVPM11260873	Invoice	11/17/2025	GF-ANNUAL SUBSCRIPTION LEFTA SHIELD ...	0.00	5,302.50	
000862	O'REILLY AUTO PARTS	12/09/2025	EFT	0.00	70.60	9100409
4489-260516	Invoice	11/18/2025	GF-SPRAY PAINT-PD	0.00	20.48	
4489-261683	Invoice	11/25/2025	GF-OIL FILTER, MOTOR OIL, SUPPLIES-ENG	0.00	50.12	
003358	PIONEER ATHLETICS	12/09/2025	EFT	0.00	1,549.57	9100410
INV-262031	Invoice	11/01/2025	CPR-FENCE SLATS-COMM CENTER	0.00	94.00	
INV-263875	Invoice	11/01/2025	CPR-FENCE SLATS-COMM CENTER	0.00	1,155.57	
INV-277651	Invoice	11/20/2025	CPR-FENCE SLATS-COMM CENTER	0.00	300.00	
000932	R & M SERVICES	12/09/2025	EFT	0.00	500.82	9100411
10916	Invoice	11/04/2025	GF-VEHICLE MAINTENANCE-PD	0.00	108.00	
10917	Invoice	11/05/2025	GF-VEHICLE MAINTENANCE-PD	0.00	99.61	
10918	Invoice	11/07/2025	GF-VEHICLE MAINTENANCE-PD	0.00	210.58	

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	
10920	Invoice	11/14/2025	GF-VEHICLE MAINTENANCE-PD	0.00	82.63	
001343	TIME CLOCK PLUS	12/09/2025	EFT	0.00	2,470.86	9100412
INV00448087	Invoice	12/01/2025	GF-HUMANITY CLASSIC EMPLOY LICENSE N...	0.00	2,470.86	
001101	TODD HODGES DESIGN, LLC	12/09/2025	EFT	0.00	8,985.60	9100413
3745	Invoice	12/01/2025	GF-PLANNING SERVICES FOR NOV 17-30, ...	0.00	8,985.60	
000048	AIRGAS USA LLC	12/16/2025	EFT	0.00	24.46	9100414
5521106928	Invoice	11/30/2025	GOLF-LARGE ACETYLENE & OXYGEN-MAINT	0.00	24.46	
001293	AMAZON.COM	12/16/2025	EFT	0.00	4,046.42	9100415
17LT-6JD1-NR7C	Invoice	12/05/2025	GF-SUPPLIES/PARTS-PARKS	0.00	688.58	
17PQ-RRJK-NJRR	Invoice	12/05/2025	GF-SUPPLIES-CODE	0.00	550.70	
1DM6-C49J-NX7G	Invoice	12/05/2025	GF-SUPPLIES-PW SHOP/STREETS/ADMIN	0.00	667.74	
1HQ3-NG3T-Q7RG	Invoice	12/05/2025	GF-SAFETY SUPPLIES, WELLNESS-SAFETY/...	0.00	1,809.31	
1LF4-XMN4-PLY1	Invoice	12/05/2025	IT Amazon Order	0.00	319.20	
1QR7-H6HQ-Q1JQ	Invoice	12/05/2025	GF-MEDIUM BALL POINT PENS-FIN	0.00	10.89	
002600	BEARCOM	12/16/2025	EFT	0.00	29,247.00	9100416
5977764	Invoice	11/26/2025	GF-UPFIT 4 CHEVY TAHOES-PD	0.00	29,247.00	
003166	CODE RED AUDITS, LLC	12/16/2025	EFT	0.00	2,748.68	9100417
INV-CFL-25182	Invoice	12/03/2025	CD62-E Camera upgrade-DP camera additi...	0.00	2,748.68	
003983	EASTMAN PROPERTIES LLC	12/16/2025	EFT	0.00	7,154.90	9100418
120525	Invoice	12/05/2025	GF-Building Permit Refund	0.00	7,154.90	
000600	INTELLICHOICE, INC.	12/16/2025	EFT	0.00	1,491.95	9100419
1234391	Invoice	12/01/2025	GF-CLASS B LICENSING FOR 2026-PD	0.00	1,491.95	
003822	INTERMOUNTAIN TRAILER SALES AND SERVICE	12/16/2025	EFT	0.00	4,038.75	9100420
120525	Invoice	12/05/2025	GF-2024 Building Permit Refund	0.00	4,038.75	
000698	L.G. EVERIST, INC	12/16/2025	EFT	0.00	381.29	9100421
758446	Invoice	12/08/2025	UF-SQUEEGEE-W LINES	0.00	381.29	
003101	LANGUAGE LINE SOLUTIONS	12/16/2025	EFT	0.00	150.06	9100422
11783384	Invoice	11/30/2025	GF-OVER THE PHONE INTERPRETATION SE...	0.00	150.06	
003984	LGI HOMES COLORADO LLC	12/16/2025	EFT	0.00	48,543.75	9100423
120525	Invoice	12/05/2025	GF-Building Permit Refunds	0.00	48,543.75	
003486	LONGVIEW HEATING & AIR	12/16/2025	EFT	0.00	17.90	9100424
120525	Invoice	12/05/2025	GF-2022 Building Permint Refund	0.00	17.90	
000768	MASEK GOLF CAR OF COLORADO	12/16/2025	EFT	0.00	349.94	9100425
01-106845	Invoice	12/08/2025	GOLF-TUNE UP KIT, OIL-PRO SHOP	0.00	349.94	
003203	MIDWEST CONNECT LLC	12/16/2025	EFT	0.00	390.28	9100426
809522	Invoice	12/04/2025	GF-POSTAGE METER INK-ADMIN	0.00	390.28	
003316	MIGUEL IRAOLA	12/16/2025	EFT	0.00	500.00	9100427
11302025	Invoice	11/30/2025	GF-TRANSLATOR SERVICES FOR NOV 2025...	0.00	500.00	
002195	MINUTEMAN PRESS	12/16/2025	EFT	0.00	192.08	9100428
41834	Invoice	12/01/2025	GF-BUSINESS CARDS-PD	0.00	192.08	
000862	O'REILLY AUTO PARTS	12/16/2025	EFT	0.00	1,618.94	9100429
4489-260552	Invoice	11/19/2025	GF-RUST PREVENTER, MOTOR OIL-PW SH...	0.00	351.24	
4489-261853	Invoice	11/26/2025	GF/UF-PARTS FOR CAT LOADER #01-W/S L...	0.00	234.91	
4489-261854	Invoice	11/26/2025	UF-HYD FILTERS, PARTS BACKHOE #3-W & ...	0.00	198.02	
4489-261858	Invoice	11/26/2025	UF-CABIN FILTER FOR CAT BACKHOE UNIT...	0.00	25.15	
4489-262877	Invoice	12/02/2025	GF-FUEL FILTER FOR UNIT #40-STREETS	0.00	26.98	
4489-263118	Invoice	12/03/2025	UF/GF-PARTS/SUPPLIES-W & S LINES/STRE...	0.00	169.92	
4489-263121	Invoice	12/03/2025	UF-TIE ROD END FOR GMC SIERRA UNIT #...	0.00	382.43	

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	
4489-263153	Invoice	12/03/2025	GF-TIE ROD ENS FOR UNIT 36-STREETS	0.00	139.65	
4489-263167	Credit Memo	12/03/2025	GF-CREDIT AIR FILTER FOR ELGIN SWEEPER..	0.00	-86.39	
4489-263291	Invoice	12/04/2025	GF-FUEL FILTER FOR ELGIN SWEEPER #30-...	0.00	42.05	
4489-263338	Invoice	12/04/2025	GF-HAND CLEANER-PARKS	0.00	17.99	
4489-263524	Invoice	12/05/2025	GF-BATTERY-PARKS	0.00	116.99	
000931	R & L TIRES	12/16/2025	EFT	0.00	60.00	9100430
60345	Invoice	11/26/2025	GF-TIRE DISPOSAL FOR CLEAN UP DAYS-LE...	0.00	60.00	
002689	ROCHE CONSTRUCTORS, INC.	12/16/2025	EFT	0.00	4,206.75	9100431
121025	Invoice	12/10/2025	GF-2023 Building Permit Fee Refund	0.00	4,206.75	
003986	SUN COMMUNITIES, INC.	12/16/2025	EFT	0.00	43,947.75	9100432
121025	Invoice	12/10/2025	GF-2023-2025 Building Permit Refunds	0.00	43,947.75	
003398	UNIVERSITY AUTO PARTS	12/16/2025	EFT	0.00	731.77	9100433
255913	Invoice	11/24/2025	GF-CONNECTOR-STREETS	0.00	27.98	
256169	Invoice	11/26/2025	GF/UF-HYDRAULIC FILTER FOR UNIT #1-ST...	0.00	83.30	
256418	Invoice	12/01/2025	GF-CABIN/OIL FILTERS-STREETS	0.00	302.90	
256749	Invoice	12/03/2025	GF-AIR FILTER-STREETS	0.00	192.32	
256750	Invoice	12/03/2025	GF-FUEL FILTER-STREETS	0.00	59.33	
256751	Invoice	12/03/2025	GF/UF-PARTS, SUPPLIES-STREETS/W LINES	0.00	65.94	
000119	BANK OF COLORADO	12/12/2025	Bank Draft	0.00	1,583.32	DFT0002698
INV0001884	Invoice	12/12/2025	HSA DISTRIBUTION	0.00	1,583.32	
001416	VALIC_1	12/12/2025	Bank Draft	0.00	51,399.80	DFT0002699
INV0001885	Invoice	12/12/2025	VALIC - 457(b) \$ Contributions	0.00	51,399.80	
001265	IRS	12/12/2025	Bank Draft	0.00	87,708.05	DFT0002700
INV0001889	Invoice	12/12/2025	Federal Withholding	0.00	87,708.05	
001418	CO DEPARTMENT OF REVENUE	12/12/2025	Bank Draft	0.00	14,788.00	DFT0002701
INV0001890	Invoice	12/12/2025	CO Withholding	0.00	14,788.00	
000119	BANK OF COLORADO	12/12/2025	Bank Draft	0.00	7,390.27	DFT0002702
INV0001891	Invoice	12/12/2025	HSA CONTRIBUTION	0.00	7,390.27	

Bank Code New Main Operating Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	156	88	0.00	937,917.81
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	162,869.44
EFT's	66	36	0.00	1,723,185.76
	227	132	0.00	2,823,973.01

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	156	88	0.00	937,917.81
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	162,869.44
EFT's	66	36	0.00	1,723,185.76
	227	132	0.00	2,823,973.01

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	12/2025	2,823,973.01
			2,823,973.01

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 2, 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, December 2, 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 Councilmembers, Claud Hanes, Michael Sanchez, Bruce Fitzgerald, Chris Ceretto, Valerie Blackston and David Crespín. Mayor Zo Hubbard participated remotely.

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.

POINT OF PRIVILEGE

Mayor Hubbard delivered a parting speech for her last night as Mayor. She expressed gratitude to former Mayor Tommy Holton for encouraging her to join the Fort Lupton City Council. She also expressed gratitude to the citizens of Fort Lupton for trusting in her.

PERSONS TO ADDRESS COUNCIL

Carlos Barron, Colorado State Representative and former Fort Lupton City Council member, presented Mayor Hubbard with a flag that was flown over the State Capital. He thanked her for her years of service and also thanked the City Council for the work they do for the community.

Adrienne Sandoval, representative of Congressman Gabe Evans, presented Mayor Zo with a certificate and a flag that was flown over the State Capital. She apologized that Gabe was not able to be in attendance and thanked Mayor Hubbard for all her years in local government.

Chris Cross, City Administrator, presented Mayor Hubbard with a certificate of appreciation. He expressed gratitude for working with her during his time as City Administrator and thanked her for giving 16 years of service on City Council. He mentioned some highlighted items Mayor Hubbard assisted with such as the wastewater treatment solution, water treatment plant expansion, and community engagement.

CERTIFICATION OF ELECTION

Mari Peña, City Clerk, presented the results for the election held on November 4, 2025 the votes cast are as follows:

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 2, 2025**

For Mayor at large Chris Ceretto ran unopposed and received 1,320. Chris Ceretto is now elected, his 1st term as Mayor.

For Councilmember Ward 1, Sebastian Carrasco received 143 votes and Valerie Blackston received 176 votes. Total votes cast 319. Valerie Blackston is now elected to serve her 2nd term as Councilmember for ward 1.

For Councilmember ward 2, Julianna Williams received 299 votes and Claud Hanes received 315 votes. Total votes cast 614. Claud Hanes is now elected to serve his 2nd term as Councilmember for ward 2.

For Councilmember Ward 3, Justin Turigliatto received 77, Beth McWilliams received 188 votes and Michael Sanchez received 216 votes. Total votes cast 481. Michael Sanchez is now elected to serve his 1st term as Councilmember for ward 3.

For Ballot Issue 2D, which was a continuance of 1% sales and use tax for water acquisition and improvement fund, 1,235 yes votes and 370 no votes. A total of 1,605 votes. The tax will now continue through January 1, 2047.

RECESS

Mayor Hubbard requested a recess at 6:12 p.m. to reposition Council seating positions. Council reconvened at 6:14 p.m.

OATH OF OFFICE

Mari Peña, City Clerk, performed the Oath of Office to Mayor Chris Ceretto and Councilmembers Claud Hanes, Valerie Blackston, and Michael Sanchez as they were elected to serve on Fort Lupton's City Council.

RECESS

Mayor Ceretto called for a recess at 6:17 p.m. to allow time to take pictures. Council reconvened at 6:23 p.m.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the December 2, 2025, payables; there were no questions or comments from the Mayor or Council.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 2, 2025**

CONSENT AGENDA

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

- November 18, 2025 City Council Meeting Minutes
- Approving Resolution 2025R053 Certifying the 2025 Mill Levy for Tax Collection in 2026 (AM 2025-169)
- Approving the Payment of \$33,000.00 to Dwain Burkhardt for Water Pipeline Facilities Easement for the Water Tower Project Water Main Connection, Located Along His Southern Property Line Parallel to Highway 52 (AM 2025-170)
- Declaring Four Fleet Vehicles Surplus and Authorizing the City to Sell the Vehicles (AM 2025-171)
- Approving Resolution 2025R054 Appointing Bruce Fitzgerald as Treasurer for the City of Fort Lupton for a Two (2) Year Term (AM 2025-172)
- Approving Resolution 2025R055 Appointing Claud Hanes as Mayor Pro Tem for the City of Fort Lupton for a Two (2) Year Term (AM 2025-173)
- Approving Resolution 2025R056 Declaring a Vacancy and Establishing the Appointment Process for Which to Fill the Vacancy for Ward II (AM 2025-174)
- Approving Resolution 2025R057 Ratifying the Mayor's Appointment of Evelyn Garcia to the Fort Lupton Public and School Library Board as a Trustee for a Term Beginning January 1, 2026 and Ending December 31, 2029 (AM 2025-175)
- Approve Amendment No. 1 to the Twenty First Interim Agreement with Northern Colorado Water Conservancy District for the Northern Integrated Supply Plan (AM 2025-176)
- Approving Resolution 2025R058 Ratifying the Extension of the one percent (1%) Water Sales and Use Tax Approved by the Electors at the November 4, 2025 Coordinated Election (AM 2025-182)
- Approving the Mayor's Signature for a Grant of Easement to United Power for Electrical and Communications Facilities Located Adjacent to Existing Right of Way for College Avenue at the New City Hall Site (AM 2025-185)
- Accepting the Grant Agreement from the Colorado Health Foundation for the Construction of Koshio Park Outdoor Space Project for an Amount of \$550,000 (AM 2025-186)

Motion passed unanimously on roll call vote.

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PUBLIC HEARING

AM 2025-183 An Ordinance Approving the Rezoning of a Property Legally Described in Exhibit A of the Proposed Ordinance Known as the Northland Business Park Change of Zone

Mayor Ceretto opened the public hearing at 6:27 p.m.

Sean McDermott, City Planner, provided an overview of the Northland Business Park Change of Zone project. Daniel Allen with Henry Group Real Estate (Applicant) has submitted a request for rezoning of properties, legally described in Exhibit A of the proposed ordinance on behalf of the seven property owners within the Northland Business Park. The properties comprise of approximately 413.705 acres, more or less, and are located south and adjacent to CR 18, adjacent to CR 16, and adjacent to Northland Drive. The Applicants are requesting a Change of Zone from 'PUD' Planned Unit Development Zone District to the 'I-2' Heavy Industrial Zone District.

The Northland PUD currently comprises of a list of allowed industrial and commercial uses with a review procedure and criteria that differ from City code, with a Design Review Board that reviews architectural design criteria. The proposed Change of Zone would bring the review process for land use applications within the Northland Business Park, including administrative site plans, site plans, and special use permits, in line with current code standards, which would help streamline the process to ensure quality and consistency in development and encourage new business activity.

Mr. McDermott stated all notification requirements have been met.

Daniel Allen with Henry Group Real Estate, presented the change of zone request to Council. He explained the location of the area to be changed and stated they wish to change the area back to a 'I-2' Heavy Industrial Zone which would not have an effect on the uses. He explained that the change of zone would make it easier for businesses to come to Fort Lupton and make it more cost effective to develop businesses in the business park.

Mayor Ceretto asked if anyone wanted to speak for or against the proposal. Hearing none, Mayor Ceretto closed the public hearing at 6:33 p.m.

It was moved by Michael Sanchez and seconded by Claud Hanes to adopt Ordinance 2025-1192 Approving the Rezoning of a Property Legally Described in Exhibit A of the Proposed Ordinance Known as the Northland Business Park Change of Zone. Motion passed unanimously on roll call vote.

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AM 2025-177 Adopting an Ordinance Accepting an Annexation Known as the L.G. Everist NW Annexation Nos. 1-2 and Approving the Annexation Agreement

Mayor Ceretto opened the public hearing at 6:34 p.m.

Zachary Mettler, City Planner, explained that the following five public hearings will all be presented along with the current public hearing as they are all related.

The L.G. Everist NW Annexation Nos. 1-2 request was submitted by Lynn Shults with L.G. Everist Inc. for annexation of land totaling 50.808 acres more or less, known as the L.G. Everist NW Annexation Nos. 1-2. The parcel is generally located immediately north along County Road 18, between County Road 23 and County Road 25 (Parcel No. 131124001003). Lynn Shults also submitted a request known as the L.G. Everist NE Annexation for annexation of land totaling 149.995 acres more or less. The parcels are generally located immediately east along County Road 25 and approximately 1280 feet north of County Road 18 (Parcel Nos. 130919303006, 130919303005, 130919303004, and 130919303003).

The proposed initial zoning for both NW Annexation and NE Annexation is to the 'A' Agriculture Zone District. The proposed use of the property is for sand and gravel mining.

The Applicant has also submitted a request to amend the existing Special Use Permit in order to remove six currently included parcels which have been released from the DRMS permit, and add five parcels related to the two most recent L.G. Everist Annexations.

Mining and Resource Extraction requires a Special Use Permit and is only allowed through that process within the 'A' Agriculture Zone District.

Mr. Mettler stated staff is recommending approval for all five items and that all notification requirements have been met for all five items including notification to neighbors, sign on the properties, publication in the newspaper, and letters to the special district entities and County.

Matt Noteboom, Vice President of the Mountain Division for L.G. Everist and Lynn Shults, Regulatory Manager with L.G. Everist presented their request to Council. They provided an introduction and history of L.G. Everist. They explained the company's purpose for digging the material out of the ground is to process it, wash the sand and rock, segregate it and screen it so they can be turned into ingredients of asphalt, concrete, roadways, sidewalks, buildings etc.

Mr. Noteboom stated once they are done excavating, the hole can then be turned into water storage, golf courses, or other uses.

Ms. Shults provided a history of the Fort Lupton Sand and Gravel mine which began in 1999. She stated there will not be truck traffic along County Road 25 as the conveyor belt that was placed

**RECORD OF PROCEEDINGS
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in 2019 has mitigated the need for trucks. Mr. Noteboom also stated trail corridor easement along the South Platt River will be built and granted to the City.

They discussed the permits they have received for mining operations.

Mayor Ceretto asked if anyone wanted to speak for or against the proposal. Hearing none, Mayor Ceretto closed the public hearing at 6:46 p.m.

It was moved by Claud Hanes and seconded by Valerie Blackston to adopt Ordinance 2025-1193 Accepting an Annexation Known as the L.G. Everist NW Annexation Nos. 1-2 and Approving the Annexation Agreement. Motion passed unanimously on roll call vote.

AM 2025-178 Adopting an Ordinance to Initially Zone Land Legally Described in Exhibit A of the Proposed Ordinance, and Known as the L.G. Everist NW Initial Zoning, to the 'A' Agriculture Zone District

Mayor Ceretto opened the public hearing at 6:47 p.m.

This public hearing was presented along with AM 2025-177.

Mayor Ceretto closed the public hearing at 6:47 p.m.

It was moved by Claud Hanes and seconded by Valerie Blackston to adopt Ordinance 2025-1194 Ordinance to Initially Zone Land Legally Described in Exhibit A of the Proposed Ordinance, and Known as the L.G. Everist NW Initial Zoning, to the 'A' Agriculture Zone District. Motion passed unanimously on roll call vote.

AM 2025-179 Adopting an Ordinance Accepting an Annexation Known as the L.G. Everist NE Annexation and Approving the Annexation Agreement

Mayor Ceretto opened the public hearing at 6:48 p.m.

This public hearing was presented along with AM 2025-177.

Mayor Ceretto closed the public hearing at 6:48 p.m.

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston to adopt Ordinance 2025-1195 Accepting an Annexation Known as the L.G. Everist NE Annexation and Approving the Annexation Agreement. Motion passed unanimously on roll call vote.

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AM 2025-180 Adopting an Ordinance to Initially Zone Land Legally Described in Exhibit A of the Proposed Ordinance, and Known as the L.G. Everist NE Initial Zoning, to the 'A' Agriculture Zone District

Mayor Ceretto opened the public hearing at 6:49 p.m.

This public hearing was presented along with AM 2025-177.

Mayor Ceretto closed the public hearing at 6:49 p.m.

It was moved by Michael Sanchez and seconded by Valerie Blackston to adopt Ordinance 2025-1196 to Initially Zone Land Legally Described in Exhibit A of the Proposed Ordinance, and Known as the L.G. Everist NE Initial Zoning, to the 'A' Agriculture Zone District. Motion passed unanimously on roll call vote.

AM 2025-181 A Resolution Approving a Request for a Special Use Permit by L.G. Everist, Inc. Amending an Existing Special Use Permit to Remove Certain Parcels and Include New Ones for a Sand & Gravel Mining Operation

Mayor Ceretto opened the public hearing at 6:50 p.m.

This public hearing was presented along with AM 2025-177.

Mayor Ceretto closed the public hearing at 6:50 p.m.

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston to approve Resolution 2025R059 for a Special Use Permit by L.G. Everist 3034981600 st, Inc. Amending an Existing Special Use Permit to Remove Certain Parcels and Include New Ones for a Sand & Gravel Mining Operation. Motion passed unanimously on roll call vote.

AM 2025-187 Adopting an Ordinance of the City of Fort Lupton, Amending Portions of Chapter 16 – Development Code

Mayor Ceretto opened the public hearing at 6:51 p.m.

Zachary Metter, City Planner and Sean McDermott, City Planner, provided an outline of changes that are to be updated to Chapter 16 – Fort Lupton Development Code. The Fort Lupton Development Code became effective on July 16, 2022. Upon adoption it was determined that periodic updates Chapter 16 – Fort Lupton Development Code that may change the character or intent as approved by the Ordinance shall be considered by City staff, Planning Commission,

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and City Council to address issues identified during its implementation. The most recently adopted amendment to the Fort Lupton Development Code was on February 4th, 2025.

The proposed code amendments include updating sections relevant to Accessory Dwelling Units and in-home daycares, along with updates to the landscape code to incorporate waterwise policies. Other minor-typo and formatting clean-ups are also included.

Mayor Ceretto asked if anyone wanted to speak for or against the proposal.

Eric Fiola, Fort Lupton resident, thanked Planning Director Todd Hodges and the planning department for making improvements to the code regarding accessory dwelling units.

Hearing no other comments, Mayor Ceretto closed the public hearing at 7:05 p.m.

It was moved by David Crespín and seconded by Bruce Fitzgerald to adopt Ordinance 2025-1197 to Amend Portions of Chapter 16 – Development Code. Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2025-184 Approving a Resolution Expressing the City of Fort Lupton's Commitment to Expedited Review Policies for Affordable Housing Projects as Identified in Proposition 123

Proposition 123 was approved by Colorado voters in 2022 to create the State Affordable Housing Fund to make certain funds available to local governments as defined by C.R.S. 29-32-104. The City of Fort Lupton opted into Proposition 123 in 2023 to become eligible for funding if an applicable affordable housing project opportunity arises. To opt in, the City made a three-year commitment (through the end of 2026) to increase affordable housing units by 77. To remain eligible for Proposition 123 funding after 2026, the City must meet its affordable unit goal and establish a 90-day "Fast Track" expedited review project for new qualified affordable housing projects. By establishing this Fast Track review process by the end of 2025, the City is also eligible to receive \$50,000 in incentive funding. Staff has indicated that existing review procedures for applicable projects meet this 90-day process, meaning the proposed resolution is the City's way of documenting its commitment to the Fast Track process to receive the \$50,000 in incentive funding. DOLA has reviewed the proposed resolution to ensure it meets their criteria.

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston to Approve Resolution 2025R060 Expressing the City of Fort Lupton's Commitment to Expedited Review Policies for Affordable Housing Projects as Identified in Proposition 123. Motion passed unanimously on roll call vote.

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STAFF REPORTS

Mari Peña, City Clerk, congratulated the Mayor and City Council members on their newly elected terms.

Chris Cross, City administrator, also congratulated the Mayor and City Council members.

MAYOR/COUNCIL REPORTS

Councilmember Bruce Fitzgerald congratulated the Mayor and council members who were elected.

Councilmember David Crespin also congratulated the Mayor and council members who were elected.

Mayor Ceretto congratulated council members who were elected and stated he is looking forward to the next four years.

FUTURE CITY EVENTS

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.

December 25, 2025 City Offices Closed in Observance of Christmas

UPCOMING MEETINGS

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.

December 30, 2025 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

January 7, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

EXECUTIVE SESSION

It was moved by David Crespin and seconded by Valerie Blackston to move to Executive Session
“To determine positions relative to matters that may be subject to negotiations, develop a

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strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6- 402(4)(e). Water. Motion passed unanimously on roll call vote. The following moved into Executive Session: Mayor Ceretto, Councilmembers David Crespin, Claud Hanes, Michael Sanchez, Valerie Blackston, and Bruce Fitzgerald, City Attorney, Andy Ausmus, City Administrator, Chris Cross, and Finance Director, Leann Perino. The Executive Session ended at 7:44 and the regular meeting reconvened.

ADJOURNMENT

The meeting adjourned at 7:44 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Chris Ceretto, Mayor

ORDINANCE NO. 2025-1191

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.

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 18th day of November 2025.

PUBLISHED in the Fort Lupton Press the 4th day of December 2025.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 16th day of December 2025.

PUBLISHED BY TITLE ONLY the 25th day of December 2025.

EFFECTIVE (after publication) the 24th day of January 2026.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approving the 2026 Weld County Public Safety Communications Services Agreement.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Dispatch and Emergency Communications is provided to Fort Lupton residents through a regionalized communications center. Consolidated dispatching services provides cost effective and reliable services to the residents in Fort Lupton, including; 911 service, non-emergency dispatch, law enforcement and fire dispatching. The City is currently utilizing this service. The annual agreement replaces the current agreement in place and includes certain required legal language and includes the updated service allocation billing currently in use.

FINANCIAL CONSIDERATIONS

The General Fund has \$110,000 budgeted for dispatch services in 2026.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

There are no reasonable alternatives available.

STAFF RECOMMENDATIONS

Staff recommends approving the agreement

Attachments: a. Weld County Public Safety Communications Services Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

**WELD COUNTY PUBLIC SAFETY COMMUNICATIONS
SERVICES AGREEMENT**

This AGREEMENT (hereinafter referred to as “Agreement”) made and entered into as of the last date of signature by the parties hereto, (the “Effective Date”) by and between the **Board of County Commissioners Weld County, Colorado, on behalf of Weld County Regional Communications Center** (“WCRCC”), and _____ (“Entity”), collectively referred to as the “Parties.”

1. Provision of Dispatch Services by Weld County

- a. Weld County, through WCRCC, shall provide the following public safety dispatch services (hereinafter, “Dispatch Services”):
 - i. Emergency 9-1-1 and administrative call answering
 - ii. Police, fire and emergency medical service (EMS) computer and radio dispatching
 - iii. NCIC/CCIC channel clearances
 - iv. Record release and redaction of radio, 9-1-1 or administrative audio, computer aided dispatch incident reports, text to 9-1-1 transcripts or location searches, if requested.
 - v. After-hour notifications for animal control involving concerns about public safety, water/sewer, risk management, public works and emergency managers.
 - vi. Guard terminal services for police agencies
 - vii. Wireless Radio Maintenance
- b. The Dispatch Services listed in 1(a) shall be provided to the entity 24 hours a day, seven days per week.
- c. If the entity desires additional emergency services beyond those described herein, it may request such services from the County. It shall be at the sole discretion of the County whether to accommodate such requests and any additional services provided shall be the subject of a separate agreement.

2. Cost for Dispatch Services

- a. The County shall determine costs to be paid by the entity for Dispatch Services based upon the following methodology:
 - i. Cost Allocation Determination
 1. Calls for service will be averaged over a three-year period.
 2. Population data will be averaged over a three-year period and will be retrieved from the Colorado State Demography website.
 3. The prior year’s budget will be used when determining cost allocation for the upcoming year.
 - a. Formula used is total expenses – total revenues = net county cost.
 - b. 40% of the net county cost will be allocated to police, fire and EMS.
 - c. The distribution of the calculated 40% to police, fire and EMS will be based on workstations dedicated to the discipline. EMS and fire are combined.

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- d. For police, after the discipline allocation has been determined the divide among specific agencies will be based on a percentage of population and calls for service.
 - e. For fire/EMS after the discipline allocation has been determined the divide among specific agencies will be based on calls for service.
 - 4. If the entity requests additional services above the stated service level as described in 1(a), the entity will pay for the additional services in their entirety above and beyond any allocation from the adopted methodology.
 - 5. The cost allocation for the following year will be provided to the entity by June 1st.
 - 6. The County reserves the right to periodically review the cost allocation methodology and make any appropriate changes to the cost allocation methodology. Any such approved changes to the cost allocation shall modify the cost allocation terms of this agreement and be imposed pursuant to the terms of this agreement. If the cost allocation methodology change is uniformly applied to all like users, no amendment to this agreement is required.
- 3. Criminal Justice Records Release
 - a. The County is the custodian of records for criminal justice records; they do not own the records. The entity agrees to respond to requests for release on certain types of incidents such as CIRT, open investigations, office involved shootings, etc.
- 4. Criminal Justice Records Redaction
 - a. If the entity releases their criminal justice records, they are responsible for following all applicable state and federal laws regarding the release and any required redactions. The County is not responsible for anything not released by the County.
- 5. Provision of Wireless Radio Services by Weld County
 - a. Weld County, through WCRCC, shall provide the following wireless radio services (hereinafter, "Wireless Radio Services"):
 - i. Provisioning of public safety radios
 - ii. Annual radio programming (1 radio template change)
 - iii. Provide all parts and labor to repair equipment for vendor supported models in Appendix A
 - iv. Flash kit upgrades and installations
 - 1. Each entity will be solely financially responsible for the purchase of any flash kit upgrade.
 - v. Annual over the air identification radio preventative maintenance (PM) (to include PM work if identified)
 - vi. Console service 24 hours a day, seven days a week
 - vii. Alias changes

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- viii. Database management of FRCC/DTRS
 - ix. Annual radio training resources
 - x. Warranty repair service for vendor supported models in Appendix A
 - xi. Annual reporting to the Public Safety Wireless Manager for radio maintenance and programming
 - b. The Wireless Radio Services listed in 5(a) shall be provided to the entity Monday – Friday 8AM to 4PM unless otherwise specified.
 - c. If the entity desires additional wireless radio services beyond those described herein, it may request such services from the County. It shall be in the sole discretion of the County whether to accommodate such requests and any additional services provided should be subject to a separate agreement.
 - d. The County is not responsible for the cost or maintenance associated with:
 - i. Batteries, antennas, microphones, speakers, or accessories
 - ii. Liquid damage or abuse
 - iii. Damage resulting from Acts of God
 - iv. Station alerting past demark or radio/consolette
 - v. Audio headsets past demark of radio
 - e. Additional Services Offered:
 - i. Radio firmware upgrade at cost
 - ii. Radio programming at cost
 - f. Model numbers which are not from a vendor on the list in Appendix A shall not be eligible for maintenance or support.
 - g. If a radio cannot be repaired, either in-shop or through the manufacturer’s authorized repair depot, the County shall not be financially responsible for the replacement of the wireless radio.
6. Cost for Wireless Radio Services
- i. The cost basis for Wireless Radio Services for the following year will be provided to the entity by June 1st of each year. The cost will be based on the entity’s current radio inventory as of the date the report is generated.
 - ii. The cost of Wireless Radio Services for the initial term is set forth in Appendix B.
 - iii. The County reserves the right to review the cost of Wireless Radio Services charged to the entity. Any such changes to the cost of Wireless Radio Services shall be communicated to the entity for the following year by June 1st. If the cost change is uniformly applied to all similar users, no amendment to this agreement is required.
7. Invoicing and Payment
- a. Invoices will be sent to the entity in January. Payment is due within 90 days of the invoice date.
8. Term
- a. The term of this agreement shall commence on the Effective Date and continue through December 31, 2026 (“Initial Term”). Thereafter, this agreement shall

**WELD COUNTY PUBLIC SAFETY COMMUNICATIONS
SERVICES AGREEMENT**

automatically renew for one-year periods (each a “Renewal Term”) unless terminated as provided below.

- b. Either party may terminate the agreement at any time by giving the other party 180 days’ prior written notice of termination.
- c. The parties may terminate the agreement at any time by mutual agreement.

9. Entire Agreement

- a. This writing constitutes the entire agreement between the parties here with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees’ agents and assigns.

10. No Waiver of Immunity

- a. No portion of this agreement shall be deemed to constitute a waiver of any immunity the parties or their officers, employees, or agents may possess, nor shall any portion of this agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

11. Non-appropriation

- a. Financial obligations of the parties imposed under this agreement and payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. By execution of this agreement, the parties do not warrant that funds will be available to fund this IGA beyond the current fiscal year, and no portion of this agreement shall be deemed to create an obligation on the part of the County to expend funds not otherwise appropriated in each succeeding year.

12. Non-liability

- a. The entity agrees that in no event shall the County be liable the entity due to any stoppage, delay or any impairment in the provisions of dispatch services pursuant to this agreement where such stoppage, delay or impairment result from acts of God, fire, war, legal or equitable proceeding, or any other cause which is outside the control of the County.

13. Indemnity

- a. To the extent authorized or limited by law the entity agrees to indemnify, defend and hold the County, its officers, employees and agents, harmless from and against any and all claims, suits, expenses, damages, or any injury to persons, entities, or property arising from any and all acts, omissions, or failures to act by the entity, its employees, officers and agents, occurring from the point of receiving public safety dispatch services pursuant to this agreement. To the extent authorized or limited by law, the County agrees to indemnify, defend, and hold entities, its officers, employees and agents, harmless from and against any and all claims, suits, expenses, damages, or any injury to persons, entities, or property arising from any and all acts, omissions, or failures to act by the County, its employees, officers and agents, occurring from the provision of public safety dispatch services pursuant to this agreement.

**WELD COUNTY PUBLIC SAFETY COMMUNICATIONS
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14. No Third-Party Beneficiary Enforcement

- a. It is expressly understood and agreed that the enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this IGA shall give or allow any claim or right of action whatsoever by any other person not included in this IGA. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this IGA shall be incidentally beneficial only.

**WELD COUNTY PUBLIC SAFETY COMMUNICATIONS
SERVICES AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this ____ day of _____, 2025.

City of Fort Lupton:

By: _____

Printed Name: _____

Title: _____

Date: _____

Weld County Regional Communications:

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

Weld County Clerk to the Board

By: _____

Deputy Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

By: _____

TBD, Chair

WELD COUNTY PUBLIC SAFETY COMMUNICATIONS
SERVICES AGREEMENT

Appendix A

Vendor Approved Radios and Models

1. Motorola:
 - a. APX 1500
 - b. APX4000 / APX4500
 - c. APX6000 / APX6000XE / APX6500
 - d. APX7000 / APX7000XE / APX7500
 - e. APX8000 / APX8000XE / APX8500
 - f. APX NEXT / APX NEXT XE / APX NEXT XN
 - g. APX N30 / APX N50 / APX N70 / APX N70XE

2. EFJohnson / Kenwood:
 - a. VP5xxx / VM5xxx
 - b. VP6xxx / VM6xxx
 - c. VM7xxx
 - d. VP8xxx / VM8xxx

3. Bendix-King:
 - a. KNG-P800
 - b. KNG2-P800
 - c. KNG-M800

4. Harris:
 - a. XL-185P
 - b. XL-200P
 - c. XL-400P

WELD COUNTY PUBLIC SAFETY COMMUNICATIONS
SERVICES AGREEMENT

Appendix B
Wireless Services Cost

1. Costs:
 - a. Portable Radio: \$150.00 per radio
 - b. Mobile Radio: \$175.00 per radio
 - c. Console/Base Radio: \$550.00 per radio.
 - d. Non-annual radio programming: \$50.00 per radio, per instance
 - e. New radio activations: \$15.00 per radio

WELD COUNTY PUBLIC SAFETY COMMUNICATIONS SERVICES AGREEMENT

Appendix C

General Radio Usage Information

Weld County Regional Communications (WCRCC) has set forth the following protocols for all users to follow to help ensure the safety of all users on the radio network.

1. Ensure all radio system users are familiar with and trained in the proper radio procedures designed for their assigned duties.
 - a. Users should be familiar with their agency's radio template and the location of the following interoperability channels:
 - i. NMAT1 through NMAT 16
 - ii. MAC5 through MAC 8
 - iii. 8TAC92 and 8TAC93
 - iv. WINTAG1 through WINTAG6
2. Radio Etiquette
 - a. All communications, regardless of nature, shall be restricted to the minimum practical transmission time. Transmissions of an excessive length on a trunked radio system can have the unintended consequences of busying the system for other users.
 - b. Everything transmitted on the Front Range Communications Consortium (FRCC) network is recorded and made available under the Freedom of Information Act.
 - c. Pronounce words distinctly.
 - d. The FCC forbids profanity (this is a violation of Federal Law Title 18) and any superfluous or extraneous transmissions.
 - e. All transmissions should be impersonal and professional. Do not use words or inflections that reflect humor, irritation, sarcasm, or disgust.
3. Plain language shall be used for all radio communications. The use of codes, particularly agency specific codes, has been found to be a barrier in the transmission of information. The use of codes can cause a reduction in communications interoperability during multi-agency responses.
 - a. There are a few acceptable codes when communicating with WCRCC:
 - i. Code 3: Used to request an emergent response.
 - ii. Code 4: Used to indicate the unit is O.K.
 - iii. Code 5: Used to indicate the unit is in danger and needs an emergent response.
 - iv. 7M: Meal break
 - v. 7C: Short break
4. All transmissions should be brief and concise. Utilizing a "break" is better for longer transmission.
5. Obtain confirmation from your dispatcher that they are ready to copy, prior to transmitting lengthy messages, such as descriptions of suspects or notifications. Break every so often to allow any other unit that may have an urgent message to transmit. Breaking a transmission involves stating "Break" and un-keying your radio for approximately 5 seconds

WELD COUNTY PUBLIC SAFETY COMMUNICATIONS
SERVICES AGREEMENT

6. Agency and unit numbers shall be always utilized by radio users. This includes transmissions on your own assigned primary channel.
7. Challenge and reply will be used to contact any other unit on the radio.
8. Primary talk groups are used to dispatch calls for service, contact users assigned to that talk group and coordinate responses to incidents specific to each agency assigned to that talk group.
9. Clearance channels are used for requesting CCIC/NCIC information, requesting research and requesting outside resources such as a tow, victim advocate, or for a BOLO/APB to be sent. The clearance channel should also be used for law units to log on and off duty, requesting to be placed in an administrative status, etc., as these are not related to a call, or officer safety related information.
10. Tactical, Fire Ground, and/or Mutual Aid channels are used for tactical/operational communications between field units and occasionally the communications center.
11. Law enforcement units that are responding to assist another agency shall be instructed to switch to that agency's primary dispatch talk group.
12. When a primary law channel has been cleared for an in-progress event, any unit that was not associated with that event, should switch to the clearance channel to advise WCRCC that they wish to be attached to the event.
13. Use the correct radio channels to communicate with WCRCC if you are having coverage problems on FRCC.
 - a. LAW: MAC 7, MAC 5, 8TAC93, 8TAC92
 - b. FIRE: MAC 6, MAC 5, 8TAC93, 8TAC92
 - c. EMS: MAC 8, MAC 5, 8TAC93, 8TAC92
- a. The correct phonetic alphabet shall be used for spelling out unusual names, license plate letters and so forth.
 - b. A Adam
 - B Boy
 - C Charles
 - D David
 - E Edward
 - F Frank
 - G George
 - H Henry
 - I Ida
 - J John
 - K King
 - L Lincoln
 - M Mary
 - N Nora
 - O Ocean
 - P Paul
 - Q Queen

**WELD COUNTY PUBLIC SAFETY COMMUNICATIONS
SERVICES AGREEMENT**

R Robert
S Sam
T Tom
U Union
V Victor
W William
X X-Ray
Y Young
Z Zebra

14. The Communications Center assigns additional talk-groups/channels for planned or scheduled events. Any event, known in advance, that requires additional communications resources needs to be requested through a WCRCC supervisor.
- a. Alternate talk group/channel(s) will be assigned as available for the duration of the event upon request.
 - b. Talk group/channel assignment is subject to pre-emption if the channel is required for reassignment to an emergency event.
 - c. Alternate talk group channels should be scheduled as far in advance as possible.
 - d. The use of talk-groups/channels must be coordinated through the Communications Center to prevent interference between multiple operations.
 - e. The Communications Center will be notified by the requesting agency or Incident Commander when the requested talk group/channel(s) will no longer be needed.
15. Agencies shall give the Communications Center Manager no less than 5 days' notice prior to a scheduled event for arrangements to be made to provide an additional dispatcher if any additional talk groups are to be monitored by the Communications Center



SUBJECT FOR DISCUSSION

Approving a Statement of Work with CliftonLarsonAllen LLP (CLA) for Payroll Services for an Amount Not to Exceed \$60,000.00, Allocated between the General Fund Finance Department Professional Services and Miscellaneous Professional Services Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

CLA has been the City's auditors for twelve years. They understand our policies and procedures and have provided payroll and tax advise as part of their master contract.

We are losing key personnel in 2026 who have a level of expertise in payroll and the Incode system. Given the changes from the Federal Government it is necessary to have someone with an advanced level of knowledge of payroll taxes. CLA can provide that knowledge.

Hiring CLA for this purpose is a conflict of interest with audit services. They would no longer be "independent". CLA will help us get a new auditor for the 2025 audit. I will bid out the services for future audits.

FINANCIAL CONSIDERATIONS

The General Fund has \$35,000 in Finance Department Professional Services and Miscellaneous Professional Services has \$50,000 budgeted. Between the two accounts the annual fee will be covered.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

Do not hire CLA.

STAFF RECOMMENDATIONS

Approve the Statement of Work with CliftonLasonAllen for 2026 payroll services for \$60,000 to be paid from the General Fund and authorize the Finance Director to sign the Statement of Work from CLA.

Attachments: a. Statement of Work

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Date: November 20, 2025

Statement of Work – Client Accounting & Advisory Services

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated February 6, 2023, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Fort Lupton ("you" and "your"). The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2026 in connection with that agreement.

Scope of professional services

Margaret Henderson is responsible for the performance of the initial, recurring and/or consulting services identified in this agreement.

Initial services:

CLA will provide interim assistance under the direction of management to include the following:

- Learn payroll process under management supervision

Recurring services:

- Prepare payroll calculations for management review

Engagement objectives, limitations, and responsibilities

CLA has not been engaged to prepare financial statements and financial statements will not be provided.

We will perform this engagement in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's financial statements that may not be identified as a result of misrepresentations made to us by you.

CLA personnel cannot be recognized or act in the capacity of your chief executive officer, chief financial officer, or any other management role and accordingly, CLA cannot accept the corporate responsibility for financial reports and internal control.

For all nonattest services we may provide to you, your management team agrees to assume all management responsibilities; oversee the services within this agreement; designate an individual, preferably within senior management, who possesses suitable skills, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

CLA's relationship with you shall be solely that of an independent contractor and nothing in the MSA or a SOW shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

Your management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services, review and approve the services.

As management, you are also responsible for and the services are contingent on the following:

- Assigning a primary contact that will act as the main conduit for communications, logistics and other such interaction.
- The selection of the financial reporting framework to be applied in the preparation of the financial statements and determining that the financial reporting framework is acceptable in the circumstances.
- The design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- The prevention and detection of fraud.
- To ensure that the entity complies with the laws and regulations applicable to its activities.
- The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- Responding to requests for data, documentation or other information materials necessary to complete this engagement in a timely manner. Any delays in providing such materials may impact CLA's ability to deliver services based on previously communicated dates. CLA will have no obligation to perform services until you have provided such information. You agree to grant CLA an express, limited license to use such materials in any way necessary to the performance of the services outlined in this SOW.
- To provide us with the following:

- Access to all information relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - Additional information that may be requested for the purpose of the engagement.
 - Unrestricted access to persons within the entity with whom we determine it necessary to communicate.
- To the extent we are assisting management with the completion of any Federal or State regulatory filings you are responsible for ensuring the completeness and accuracy of those filings.
 - You will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans, and for implementing any plans you may develop, including any that we may discuss with you.

We will perform the engagement in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants.

Beneficial ownership information reporting

Under the Corporate Transparency Act (CTA), foreign entities doing business in the U.S. are required to report information to the Financial Crimes Enforcement Network (FinCEN) as to their beneficial ownership. It is your responsibility to prepare and submit any BOI report to FinCEN that is required under the CTA. We have no obligation to identify any filing requirements or provide any services related to BOI reporting.

You agree that CLA will not be providing any services that could be viewed as having control or being a beneficial owner of the entity that would require you to list CLA, its partners, principals, directors, officers, employees or agents, in any BOI report. We will not act as a corporate agent or in any capacity where we are preparing or filing legal documents on your behalf. We also will not make any management decisions that indicate substantial control of your entity, including the following decisions:

- Reorganization, dissolution or merger of the reporting company; compensation and incentives of senior officers;
- Making, terminating, fulfilling or not fulfilling significant contracts;
- Selecting, terminating business lines, ventures, or geographic focus;
- Making major expenditures, incurring significant debt, issuing securities, approving operating budgets, selling, transferring, leasing or mortgaging principal assets;
- Amending governing documents; or
- Determining the nature, scope and attributes of the business conducted.

Initial Services Fees

Our professional fee is \$10,000.00 at time of signing.

Recurring Services Fees

Our professional fee is \$5,000.00 per month inclusive of a 5.00% client support fee.

General Fee Terms

We will also bill for expenses (including travel, report production, word processing, postage, internal and administrative charges, etc.) plus a technology and client support fee of five percent (5%) of all professional fees billed. Any fee estimate provided is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered as work progresses and are payable on presentation.

We will also bill any third-party software subscription fees that you direct CLA to purchase and incur on your behalf.

Termination of SOW

Either party (you or CLA) may terminate this particular SOW at any time by giving 30 days written notice to the other party. Upon termination of this particular SOW, the provisions of this SOW and the existing MSA shall continue to apply to all services rendered prior to termination.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Margaret Henderson

Principal

303-265-7868

margaret.henderson@claconnect.com

Response

This SOW correctly sets forth the understanding of City of Fort Lupton and is accepted by:

CLA
CliftonLarsonAllen LLP

Margaret Henderson

Margaret Henderson, Principal

SIGNED 11/21/2025, 10:48:57 AM MST

Client
City of Fort Lupton

SIGN:

Leann Perino, Finance Director

DATE:



SUBJECT FOR DISCUSSION

Approve Mayor's Signing of Tri-State Generation and Transmission Association, Inc. (Tri-State) License Agreement for Water Line Access and Construction Along Highway 52 Frontage for the Water Tower Project.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Water Tower Project requires crossing a parcel owned by Tri-State to connect the water tower with the existing water distribution system. The City's water main is a 20-inch PVC pipe that will be installed parallel to Highway 52 along the north side. This agreement is in regards to constructing the pipeline in the vicinity of Tri-State's power transmission structure.

The agreement includes requirements for notifications, height restrictions, relocation if needed for interference with Tri-State's use of the property, markers and restoration following installation.

The Tri-State property is located west of the solar farm.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the license
- B. Reject license.
- C. Delay action on the license to gather more information.

STAFF RECOMMENDATIONS

City staff recommends approval of the License Agreement with Tri-State.

Attachments: a. Tri-State License Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

L I C E N S E
TSL- 4095-250929

THIS LICENSE is dated _____ between TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC., a Colorado cooperative corporation with offices at 1100 West 116th Avenue, Westminster, Colorado, 80234 (“Licensor” or “Tri-State”) and CITY OF FORT LUPTON, a municipal corporation with offices at 130 S McKinley Avenue, Fort Lupton, Colorado 80621 (“Licensee”).

WHEREAS, Licensor owns a parcel of land in Section 3, Township 1 north, Range 66 west, County of Weld, State of Colorado as more particularly described under that Warranty Deed recorded May 7, 2015 at Reception No. 4105371 in the records of Weld County, Colorado (the “Property”); and

WHEREAS, Licensee has requested permission to construct, operate, maintain and repair a twenty (20”) inch PVC waterline, buried approximately six (6’) feet deep (the “Facilities”), which will cross approximately 500 feet south of structure 17 of Licensor’s Greenhouse – Henry Lake 230 kV transmission line.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, Licensor grants to Licensee a license (the “License”) to locate Licensee’s Facilities as described on the attached Exhibit A, subject to the following terms and conditions:

1. Licensee, its employees, contractors and agents may use the License for the purpose of constructing the Facilities on the property and for no other purpose. Licensee may not assign or sublet the License or its rights under it to any third party.
2. The Facilities must be constructed as shown on the attached Exhibit A. No future change of the Facilities or related drawings will be made by Licensee without Licensor’s prior written approval. Licensee shall mail any “As-Built Exhibit A” Facilities drawing to Licensor’s Transmission Land Rights and Permitting Department, P.O. Box 33695, Denver, Colorado 80233.
3. Reserved.

4. The following special conditions apply to the License:
 - 4.1. Licensee shall notify Tri-State's System Operations Outage Coordinator ("Coordinator") no less than thirty (30) calendar days (the "Notification Time Frame") before performing any excavation or using any oversized equipment on the Property. The Coordinator can be contacted Monday – Friday, 7 AM – 4 PM at 303-254-3645 or TSGTOutage@tristategt.org. If notification is sent to the Coordinator before 10 AM, then day one of the Notification Time Frame shall begin the same day; or if notification is sent to the Coordinator after 10 AM, then day one of the Notification Time Frame shall begin the following day. (This Notification Time Frame is necessary to allow Tri-State's Transmission System Operations Department time to review, evaluate and submit the system information to its balancing authorities and reliability coordinator and to allow time to have an observer/certified switchman at the worksite.)
 - 4.2. Licensee shall restrict construction equipment height under Licensor's transmission line to fourteen (14) feet.
 - 4.3. Licensee shall ensure that all workers in proximity of energized lines are qualified. "Qualified" is defined in O.S.H.A. 29 CFR 1910.269, latest edition.
 - 4.4. The Facilities must be located a distance of at least twenty-five (25) feet from Licensor's transmission structure foundations (footers and guy anchors).
 - 4.5. If directed by Licensor (or designate representative of Licensor), Licensee shall provide shoring or other supportive devices to protect the foundation of the Licensor's structures (footers or guy anchors or both) at Licensee's expense.
 - 4.6. Licensee shall keep the clearance between Licensee's conductor wires and Licensor's conductor wires to meet RUS standards per RUS Bulletin 1724E-200 and any related criteria stated therein as referenced on the internet at https://www.rd.usda.gov/files/UEP_Bulletin_1724E-200.pdf (as updated).
 - 4.7. Licensee shall place aboveground markers specifying the type and location of such Facilities.
5. The License is issued subject to any prior licenses, leases, easements or other land rights granted by Licensor to third parties and except as provided in Section 13 below due to a breach, Licensor may terminate this License at any time on written notice to Licensee.
6. Licensor may grant third parties rights to install pipes, conduits, ducts or other facilities in, on, under or along the Property area.

7. After construction of the Facilities and thereafter, in the event of resettling, Licensee shall restore the surface of the Property by grading and compacting any irregularities and reclaim all disturbed areas. If Licensor determines, in its sole discretion, that Licensee's Facilities are obstructing Licensor's facilities on the Property, or that Licensee's Facilities are hindering Licensor's ability to operate and utilize its own facilities and equipment, Licensee shall, at its expense, relocate or remove the Facilities at Licensor's request.
8. Unless extended by the parties, Licensee has 365 days from the date of this License to initiate and complete construction of the Facilities. Licensee's failure to do so, or Licensee's failure to obtain an extension of time for construction from Licensor, shall result in automatic revocation of this License. In such event, Licensee shall remove the Facilities pursuant to paragraph 13 below.
9. Licensee shall in no way damage Licensor's facilities, and if such damage occurs, Licensee shall take immediate steps to correct the condition and compensate Licensor for any damage. Should Licensee fail to so correct and compensate, Licensor may declare this License terminated upon 30 days written notice to Licensee.
10. Risk Acknowledgement. Licensee acknowledges that the area within the Property contains conditions that may present a risk to human health and safety. To the extent permitted by applicable law, including, without limitation, the Colorado Governmental Immunity Act as it exists now or is hereafter amended ("CGIA"), and without waiving any of the privileges and immunities afforded to Licensee under the CGIA or other applicable law, Licensee assumes all risk arising from its activities within the Property under this License. .
11. Licensee warrants that as of the date of this License, there are no liens or claims against any property that Licensee intends to install pursuant to this License, and Licensee shall promptly resolve and remove any such encumbrance that may arise after the date of this License that is caused by Licensee's activities under this License.
12. Licensee will reimburse Licensor for all costs, including reasonable attorneys' fees, should Licensor be obligated to enforce its rights under this License.
13. If Licensee abandons the Facilities on the Property, or if Licensee breaches the terms of this License, the permission and right herein granted shall terminate, except in the case of breach Licensor will first notify Licensee and give Licensee 30 days to cure the breach. If Licensee does not cure the breach, Licensor may thereafter terminate this License. Upon termination, Licensor will provide written notice requiring Licensee to promptly remove the Facilities. If Licensee fails to promptly remove the Facilities, Licensor may remove the Facilities at Licensee's expense. Licensor may offset such costs against any amounts owed by it to Licensee.
14. Licensee is aware that electric conductors on and above the Property are not insulated and conduct and transmit electric current. Licensee shall inform its employees, agents, contractors and other persons who enter upon the Property of the dangers involved.

15. Any notices required by this License shall be hand delivered or sent via US Mail or overnight service with signature required upon receipt and will be deemed received upon hand delivery or delivery signature. Notices sent to Licensors via US Mail, Federal Express, UPS or hand delivery shall be sent to 1100 West 116th Avenue, Westminster, CO 80234. Notices to Licensee must be delivered to 130 S McKinley Avenue, Fort Lupton, Colorado 80621.
16. This License is governed by Colorado law without regard to its conflict of laws rules. This License may be modified only by a writing signed by both parties. The failure of one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this License constitute a waiver of any subsequent breach or a waiver of the provision itself. If any provision of this License is held invalid and unenforceable by a court of competent jurisdiction, the remainder of this License will remain in full force and effect. The rights and remedies provided in this License are cumulative, and no one of them shall be exclusive of any other right or remedy allowed by law or equity.
17. This License may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same License. The counterparts of this License may be executed and delivered by email or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by email or other electronic means as if the original had been received.

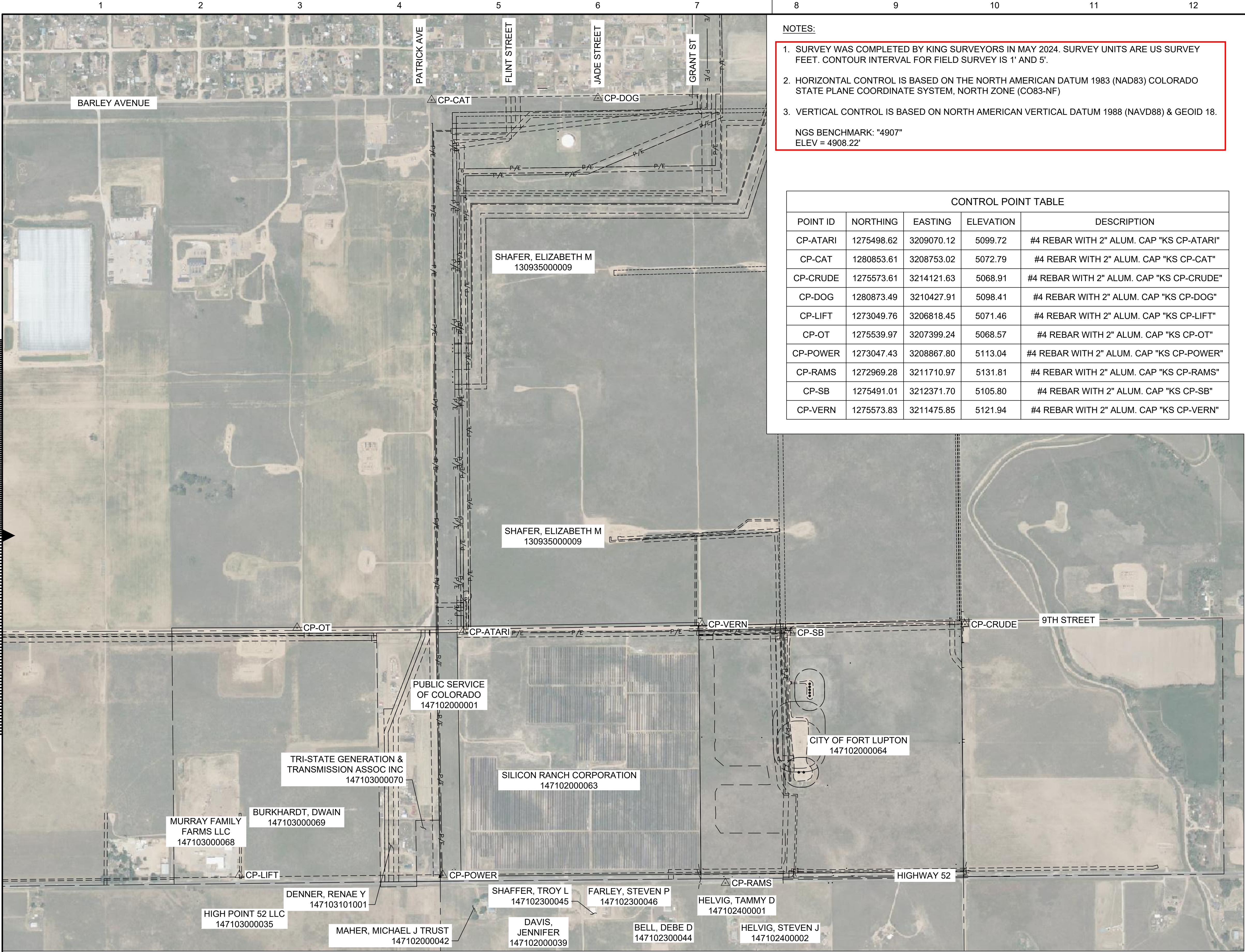
IN WITNESS WHEREOF, this License has been executed as of the day and year first above written.

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. (Licensor)

By: _____
Name: H. Steven Gray
Title: Vice President, Land, Water and Environmental Resources

CITY OF FORT LUPTON (Licensee)

By: _____
Name: Chris Ceretto
Title: Mayor



- NOTES:
1. SURVEY WAS COMPLETED BY KING SURVEYORS IN MAY 2024. SURVEY UNITS ARE US SURVEY FEET. CONTOUR INTERVAL FOR FIELD SURVEY IS 1' AND 5'.
 2. HORIZONTAL CONTROL IS BASED ON THE NORTH AMERICAN DATUM 1983 (NAD83) COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (CO83-NF)
 3. VERTICAL CONTROL IS BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88) & GEOID 18.
- NGS BENCHMARK: "4907"
ELEV = 4908.22'

CONTROL POINT TABLE				
POINT ID	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP-ATARI	1275498.62	3209070.12	5099.72	#4 REBAR WITH 2" ALUM. CAP "KS CP-ATARI"
CP-CAT	1280853.61	3208753.02	5072.79	#4 REBAR WITH 2" ALUM. CAP "KS CP-CAT"
CP-CRUDE	1275573.61	3214121.63	5068.91	#4 REBAR WITH 2" ALUM. CAP "KS CP-CRUDE"
CP-DOG	1280873.49	3210427.91	5098.41	#4 REBAR WITH 2" ALUM. CAP "KS CP-DOG"
CP-LIFT	1273049.76	3206818.45	5071.46	#4 REBAR WITH 2" ALUM. CAP "KS CP-LIFT"
CP-OT	1275539.97	3207399.24	5068.57	#4 REBAR WITH 2" ALUM. CAP "KS CP-OT"
CP-POWER	1273047.43	3208867.80	5113.04	#4 REBAR WITH 2" ALUM. CAP "KS CP-POWER"
CP-RAMS	1272969.28	3211710.97	5131.81	#4 REBAR WITH 2" ALUM. CAP "KS CP-RAMS"
CP-SB	1275491.01	3212371.70	5105.80	#4 REBAR WITH 2" ALUM. CAP "KS CP-SB"
CP-VERN	1275573.83	3211475.85	5121.94	#4 REBAR WITH 2" ALUM. CAP "KS CP-VERN"

no.	date	by	chk	description
0	4/17/25	MDS	JLL	ISSUED FOR BID
1	6/25/25	MDS	JLL	ISSUED FOR CONSTRUCTION



9191 S. JAMAICA STREET
ENGLEWOOD, CO 80112
Burns & McDonnell Engineering Co, Inc

date JUNE 2025	detailed by M. STROBEL
designed by M. STROBEL	checked by J. LEE



WELD COUNTY, COLORADO
ELEVATED WATER STORAGE TANK

SURVEY CONTROL PLAN

project 160868	contract
drawing OG-101	rev. 1
sheet 160868_0CX-100	of sheets



SUBJECT FOR DISCUSSION

Approving the Mayor's Signature for a Grant of Easement to United Power for Electrical and Communications Facilities Located at the Wastewater Treatment Plant for Power Service Upgrade of the New Lift Station to METRO

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The ten-foot easement provides United Power the right to construct, maintain, operate, and access its facilities at the north side of the Wastewater Treatment Plant (WWTP) WAS building. The purpose of this easement is for placing the electrical service for the upgraded service to the WWTP lift station.

The legal descriptions are included as Exhibit A of the agreement.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the Mayor's signature
- B. Do not approve
- C. Do nothing

STAFF RECOMMENDATIONS

City staff recommends approving the Mayor's signature and executing the easement agreement with United Power required for electrical service to the WWTP lift station.

Attachments:

- a. Grant of Easement.
- b. United Power Work Order Design Plans

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

GRANT OF EASEMENT

CITY OF FORT LUPTON, GRANTOR (whether one or more), whose address is 130 South McKinley Avenue, Fort Lupton, Colorado 80621, in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, grants and conveys unto UNITED POWER, INC., GRANTEE, whose address is 500 Cooperative Way, Brighton, Colorado 80603, its successors and assigns, a perpetual easement and the right to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto, as may from time to time be useful to, or required by Grantee, on, over, under, and across the following described property in the County of Weld, State of Colorado to-wit:

Easement description as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Those facilities may be overhead, underground and/or at grade and may include, but shall not be limited to, poles, cables, conduits, wire, conductors, transformers, manholes and supports of whatever materials, including braces, guides, and other fixtures or devices used or useful in connection therewith.

Grantee shall have the right of ingress and egress 24 hours a day, 7 days a week, over and across the lands of the Grantor to and from the easement described in Exhibit "A" to survey, construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto, and the right to remove any objects interfering therewith, including but not limited to, the trimming of trees and bushes as may be necessary. Grantee shall have the right to use the adjacent lands of Grantor, described as Temporary Workspace in Exhibit "A", during construction, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repairs and removal as may be required to permit the operation of standard utility construction or repair machinery or the operation of any other equipment within the boundaries of this easement.

Grantor reserves the right to occupy, use, and landscape said easement for all purposes not inconsistent with the rights granted to Grantee so long as said use does not damage or interfere with the Grantee's facilities or the construction, operation, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repair and removal thereof. Grantor shall not plant any tree or bush within 5.0 feet of any existing Grantee facilities or within 10.0 feet of the opening side of any transformer or cabinet without the prior written approval of Grantee. Grantor shall not install, or permit the installation of, any buildings or permanent structures or facilities of any kind on, over, under, or across said easement without the prior written approval of Grantee.

Upon completion of construction, Grantee shall restore the surface of Grantor's property to substantially the same level and condition as existed prior to construction.

Each and every one of the benefits and burdens of this Grant of Easement shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto. The rights of Grantee hereunder may be exercised by its employees, licensees, contractors and permittees.

Grantor warrants that Grantor is the fee owner of the encumbered property and has the full right and lawful authority to make the grant contained herein and promises and agrees to defend Grantee in the exercise of the Grantee's rights hereunder against any defect in Grantor's title to the land involved or Grantor's right to make the grant contained herein.

Grantor shall defend, indemnify and hold harmless Grantee, its affiliates and the officers, directors, employees and agents of both, from any and all claims for personal injury to Grantee's personnel or damage to Grantee's property or to the property of Grantee's personnel occurring as a result of Grantor's actions, howsoever caused.

Grantee shall defend, indemnify and hold harmless Grantor, its affiliates and the officers, directors, employees and agents of both, from any and all claims for personal injury to Grantor's personnel or damage to Grantor's property or to the property of Grantor's personnel, occurring as a result of Grantee's activities described herein, howsoever caused.

The venue for any dispute arising from this Grant of Easement shall be in the courts of Weld County, Colorado.

Unless special provisions are listed below and/or attached, the above constitutes the entire agreement between the parties and no additional or different oral representation; promise or agreement shall be binding on any of the parties with respect to the subject matter of this Grant of Easement.

SIGNED AND SEALED BY GRANTOR this ____ day of _____, 2025.

GRANTOR:
CITY OF FORT LUPTON

BY: _____
Chris Ceretto

ITS: _____
Mayor

STATE OF COLORADO _____)
COUNTY OF WELD _____)

ACKNOWLEDGMENT

This record was acknowledged before me on _____, 2025
by _____ as _____
of _____.

(Notary's official signature)

(Commission Expiration)

EXHIBIT A

ELECTRIC EASEMENT

PROPERTY DESCRIPTION

A 10.00 FOOT-WIDE STRIP OF LAND BEING A PORTION OF LOT 2, PEARSON PARK SUBDIVISION RECORDED UNDER RECEPTION NO. 4750491 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, LYING 5.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., BEING MONUMENTED BY A 2" ALUMINUM CAP STAMPED "LS 25937" AT THE NORTH END AND A 2-1/2" ALUMINUM CAP STAMPED "LS 28273" AT THE SOUTH END, SAID LINE BEARING S01°18'20"E, AS REFERENCED TO THE COLORADO STATE PLANE NORTH ZONE.

COMMENCING AT THE WEST 1/16 CORNER OF SAID SECTION 6;

THENCE ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6, N89°37'45"E A DISTANCE OF 345.27 FEET, TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTH LINE, THE FOLLOWING TWO (2) COURSES:

1. S00°22'15"E A DISTANCE OF 63.29 FEET;
2. S89°34'21"W A DISTANCE OF 84.50 FEET, TO THE POINT OF TERMINUS WHENCE THE NORTHWEST 1/16 CORNER BEARS S10°21'56"E A DISTANCE OF 1283.77 FEET;

THE SIDELINES OF THIS EASEMENT ARE LENGTHENED OR SHORTENED TO TERMINATE AT THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6.

EXHIBIT ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

PROPERTY DESCRIPTION STATEMENT

I, DEREK LEE VAGIAS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

DEREK LEE VAGIAS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38578
FOR AND ON BEHALF OF JR ENGINEERING, LLC



EXHIBIT A

SE1/4, SW1/4, SEC. 31
T2N, R66W, 6TH PM

N89°37'45"E 345.27'

N. LINE, NE1/4, NW1/4, SEC. 6
T.1N, R.66W, 6TH P.M.

POINT OF COMMENCEMENT

W. 1/16 COR. SEC. 6
T.1N, R.66W, 6TH P.M.

W. 1/16 COR. SEC. 31
T.2N, R.66W, 6TH P.M.

RECOVERED 2" ALUMINUM CAP
STAMPED "LS 25937"

POINT OF
BEGINNING

5'
10'

LOT 2
PEARSON PARK SUBDIVISION
RECEPTION NO. 4750491

APPROXIMATE TRANSFORMER
LOCATION

CONC

S89°34'21"W 84.50'

CONC

POINT OF
TERMINUS

BUILDING

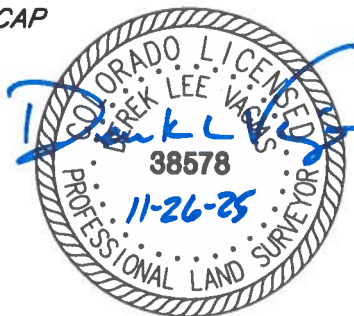
NE1/4 NW1/4 SEC. 6
T1N, R66W, 6TH PM

S00°22'15"E 63.29'

S01°18'20"E 1324.85'
BASIS OF BEARINGS
W. LINE NE1/4 NW1/4 SEC. 6
T.1N, R.66W, 6TH P.M.

S10°21'56"E 1283.77'

NW. 1/16 COR. SEC. 6
T.1N, R.66W, 6TH P.M.
RECOVERED 2.5" ALUMINUM CAP
STAMPED "LS 28273"



20 10 0 20

ORIGINAL SCALE: 1" = 20'

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS
INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

EASEMENT
PROJECT NO.: 16152.70
DATE: 11/26/25

SHEET: 2 OF 2



J-R ENGINEERING

A Westrian Company

Centennial 303-740-8888 • Colorado Springs 719-583-2588
Fort Collins 970-491-8888 • www.jrengineering.com

October 5, 2025

City of Ft. Lupton
Attn: Accounts Payable
130 South McKinley Ave
Ft. Lupton, CO 80621



Re: Construction Deposit Agreement
WO#202504012

Lee Rogers:

United Power, Inc. (“United Power” or any reference to “our”) has completed the design and cost estimate to provide electric service for the City of Ft. Lupton Water Treatment Plant (herein, the “Applicant” or any reference to “you” or “your”), located at 12285 HWY 52. The design is provided in Attachment A to this Agreement. This letter, including all attachments, constitutes the “Construction Deposit Agreement” between United Power and the Applicant.

The estimated cost to design/engineer, construct, and install the electric service is \$79,219.02 (the “Construction Deposit”), as further detailed below and in Attachment B. The Construction Deposit includes United Power’s best estimate at this time for the labor, material, administrative, and general expense required to install the electric service as designed. To be clear, this estimate is subject to change if additional information or circumstances arise that necessitate changes to the plans, and/or if the installation of the electric service is delayed due to inclement weather, traffic control constraints, permitting requirements, or if the installation requires change orders that were not included in the initial estimate. This list of anticipated expenses is not meant to be all-inclusive, but to serve as notice that this initial Construction Deposit is the best estimate. Full payment of the best estimate is required before work will begin pursuant to United Power’s Rules and Regulations, and specifically **Section XIV. SERVICE CONNECTIONS AND LINE EXTENSIONS which includes provisions on Construction Deposit Requirements** and provisions about the **Refund and Collection of Differences Between Actual and Estimated Costs**. This estimate will become void if the agreement is not executed within 90 days, or a written extension agreement is not executed to extend the time period for execution, per the **Cost Estimate Expiration** provisions of United Power’s Rules and Regulations. United Power’s Rules and Regulations are available on our website at <https://www.unitedpower.com/bylaws-rates-tariffs>.

The enclosed \$79,219.02 invoice includes the following items:

Estimated Construction Cost	\$ 66,019.02
Plant Investment Fee	\$ 5,000
Automated Meter Reading or CT/PT Metering Charge	\$ 9,700
Proportionate Share for (Original Customer Name)	\$ -
Less United Power Expense, if applicable	\$ -
Less Application/Design Fee	\$ (1,500)
Net Construction Deposit Invoice	<u>\$ 79,219.02</u>

In accordance with United Power's Rules and Regulations, United Power will analyze the final cost and compare it to the estimated Construction Deposit when the associated work order is closed. If the actual cost is less than the Construction Deposit, United Power will refund the difference to the Applicant within thirty (30) days. If the actual cost to United Power proves to have been greater than the Construction Deposit, the Applicant shall pay the difference to United within thirty (30) days following written notice of such excess amount. During the course of construction, if a "change order invoice," or other communication is issued from United Power identifying that the costs exceed the amount of the Construction Deposit ("change order amount"), the Applicant shall pay the change order amount to United Power within thirty (30) days following written notice. If payment is not received within thirty (30) days, United Power ***shall cease all work on the project, or any other work associated with the project, until any outstanding invoices for the project are paid.*** United Power, in its discretion, may postpone work on other projects for your entity pending resolution of outstanding balances owed to United Power. The Applicant will reimburse United Power for any and all demobilization and remobilization fees incurred due to work stoppages for unpaid invoices.

Should United Power engage collection efforts, through internal legal counsel, outside counsel or a collection agency to recover any amounts exceeding the Construction Deposit, United Power will assess interest on the outstanding balance, and reserves its right to pursue all additional costs for attorneys and collection efforts.

The Applicant shall complete the "Private Utilities Form" included in Attachment C, indicating any private utilities in the project area. You may return the signed and completed Private Utilities Form, a signed copy of this Construction Deposit Agreement, and your payment in the envelope provided. The Applicant, or its authorized agent, must also return the signed final design for the underground distribution and the streetlight design, if applicable, before any work will begin. Any subsequent revised designs must also be signed and returned to United Power. ***Payment in full and receipt of the signed Construction Deposit Agreement, design, and Private Utilities Form are required prior to construction.***

Should Applicant request that United Power initiate the acquisition of easements or long lead-time materials required for the project, Applicant may execute a Pre-Construction Deposit Agreement and submit payment for those requests. All payments provided pursuant to a Pre-Construction Deposit Agreement will be reflected in Attachment B (invoice) of the Construction Deposit Agreement.

Remittance of the signed and dated Construction Deposit Agreement and payment of the Construction Deposit implies the Applicant's acknowledgement and agreement with the terms provided in United Power's Rules and Regulations and specific terms stated below:

- The Applicant grants to United Power and its contractors the right to enter the location listed above to construct, operate, and maintain the electric distribution facilities, together with full right of ingress and egress.
- The Applicant shall perform all right-of-way clearing required for the construction of the facilities described above consistent with United Power's specifications.
- United Power, or its contractors, shall perform all trenching and backfilling, including any rock removal and backhoe work, in accordance with United Power's specifications, except street crossing.

- The Applicant shall establish and stake all existing easements of rights-of-way on land owned by the Applicant for installation of United Power's facilities. The Applicant shall assume all responsibility for proper location thereof and shall reimburse United Power for any expense due to subsequent changes. Applicant shall assume responsibility for any damage claims against United Power, due to the negligence or fault of Applicant, including full reimbursement for damages established and expenses incurred in regard thereto, plus reasonable attorney's fees and court costs. If the Applicant requests United Power to provide the staking of easements and rights-of-way, the Applicant will provide the current site plan in AutoCAD format and reimburse United Power for the additional expenses.
- United Power or its contractors shall install the facilities described herein in accordance with good engineering practice after the Applicant has established said right-of-way, cut easements to final grade, and prior to the paving of any streets or the construction of any curbs, gutters, or sidewalks. The Applicant shall reimburse United Power for any expense due to subsequent changes by the Applicant. The Applicant shall be responsible for coordinating all construction activities within the project area, including, but not limited to, the installation of telephone, gas, and cable TV. The installation crew(s) for such other utilities or communications equipment must be on-site the day United Power, or its contractor, digs the trench. United Power and its contractors will not leave the trench open overnight and will close it at the end of each working day. The Applicant shall reimburse United Power for any expenses incurred by United Power to repair damages to its facilities caused by the Applicant or other parties during the construction period.
- The Applicant will be responsible for accurately locating and visibly marking all private underground utilities, (including but not limited to water, telephone, sewer, septic, cable TV, fiber, and gas) prior to the construction of any facilities by United Power or its contractors. Any damages to unmarked underground utilities by United Power or United Power's contractors will be at the Applicant's expense and responsibility to repair.
- The Applicant shall be responsible for all service laterals in residential subdivision and underground commercial/industrial services. See approved service lateral contractor list on our website at www.unitedpower.com under the New Construction tab and click on the hyperlink for Metering/Laterals/Inspections or call the construction hotline at 303-637-1323.
- Electric service will be provided to the Applicant at United Power's applicable rates and upon the terms and conditions now in effect or at the rates and upon such terms and conditions as may hereafter be lawfully adopted by United Power for such service.
- United Power reserves the right to revise the Construction Deposit to cover unexpected costs to install its facilities, which the Applicant shall be responsible to pay if such revision results in an increase to the Construction Deposit. Any increase in costs during construction will be described on a **change order** and billed per incident according to the time, equipment, and materials used. For example, if United Power encounters unforeseen conditions, or if the Applicant requires construction of the facilities when the ground is frozen or at a time when inclement weather will result in construction costs greater than the cost originally estimated, the Applicant shall advance the estimated additional cost to United Power, as a contribution in aid of construction, prior to the construction of the facilities. Other instances as described in this Agreement may be cause for cost overages which Applicant will pay.

- The excavator will be responsible for exposing located public utilities identified through Colorado 811 as required by Colorado law.
- The Applicant may terminate this project at any time prior to or during the actual construction of electric facilities so long as it compensates United Power for any out-of-pocket expenses. In such an event, United Power shall use the Construction Deposit and any other amounts paid by the Applicant to reimburse and pay United Power for all expenses or liabilities which may have been incurred by United Power for engineering, materials, and equipment purchased or ordered, and any other labor or construction costs incurred prior to the date of termination; with the balance of the Construction Deposit, if any, to be refunded to the Applicant.
- To the extent no Construction Deposit has been provided, but monies are owed to United Power for expenditures incurred to develop the Construction Deposit estimate, Applicant will be responsible for any charges in excess of the Application Fee that may have been incurred by United Power. United Power will, upon notice of termination by Applicant, provide Applicant a list of charges expected to be paid. In all cases, in the even the Construction Deposit and any other amounts paid by the Applicant are insufficient to reimburse and pay United Power for all expenses or liabilities incurred by United Power, United Power shall invoice the Applicant and the Applicant shall pay the difference of the amounts paid and costs incurred.
- NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF VALUE, LOSS OF PRODUCTION, LOSS OF FINANCIAL ADVANTAGE, LOSS OF PROFIT OR BUSINESS INTERRUPTIONS, HOWEVER EACH MAY BE CAUSED.

Thank you for the opportunity to provide this service. If you have questions, please call me at 970-685-9617.

Sincerely,

Martie Lamb

Martie Lamb
Project Manager

ML:amv

[Remainder of Page Left Intentionally Blank.]

[Signature Page to Construction Deposit Agreement]

By signing this Signature Page, the Applicant's signatory below acknowledges that the Applicant has had sufficient time to review and consider this Construction Deposit Agreement and has read and understands the terms and conditions of this Construction Deposit Agreement and the Applicant's obligations hereunder.

Execution of this Signature Page by the Applicant may be in the form of an electronic, manual, or similar signature, and such signature shall be treated as an original signature for all purposes.

APPLICANT NAME

WO#202504012

By: _____

Name: Chris Ceretto

Title: Mayor

Date: _____



Your Touchstone Energy® Cooperative

Proj Coord: **Martie Lamb**

PC Cell: **970-685-9617**

Designed By: **Zac Jones**

Designer Cell: **702-577-8048**

Design Comp Date: **5/13/2025**

Revised By:

Date:

ROW Agent:

Const. Coord:

CC Cell:

Sub/Circuit/Phase: **19-2** **ABC**

Right of Way (All): ☐

Spec. Equipment: ☐

Primary/CT Metering: ☐

Locates Req'd: ☐

Work Order: **202504012**

Service Order: **2025015108**

Project Name: **WASTEWATER TREATMENT PLANT UPGRADE**

Description: **CITY OF FT LUPTON/XFMR UPGRADE**

VICINITY MAP



Disclaimer: The design and map print is not survey grade, nor set to a specific scale.

Equipment Loc: **460617530**

Service Loc: **460616520**

Contact Ph: **303-857-6694**

Svc Address: **12285 HWY 52**

City: **FORT LUPTON**

County: **WELD**

Sec/Twn/Rng: **6 1N 66W**

Conductor Summary

Conductor Size	Status	Placement	Type	# Wires	Span (Ft)	Total

Bore/Trench Summary

COMMENTS

Inspection By:

Date:

Construction By:

Date:

Reviewed/Approved By:

Date:

COVERSHEET

10/8/2025

Page 1 of 1

Page 58 of 84



Work Order:	202504012
Service Order:	2025015108
Project Name:	WASTEWATER TREATMENT PLANT UI
Description:	CITY OF FT LUPTON/XFMR UPGRADE
Service Loc:	460616520
Customer:	CITY OF FT LUPTON
Svc Address:	12285 HWY 52
City:	FORT LUPTON
County:	WELD

Proj Coordinator:	Martie Lamb
PC Cell:	970-685-9617
Designer:	Zac Jones
Designer Cell:	702-577-8048
Design Comp Date:	05/13/2025

Legend

STRUCTURES	DEVICES
 Poles	 Switches
 Junction Cab	 Fuses
 Pedestal	 Regulators
 Switch Cab	 Capacitors
 Vault	 Sectionalizers
 Pull Box	 Step Trans
LOCATIONS	 Oil Reclosers
 Fiber	 Elec. Reclosers
 UG	 Sub. Reclosers
 Consumer	MISCELLANEOUS
TRANSFORMERS	 Open Points
 OH 1PH	 Lights
 OH 2PH	 Anchors
 OH 3PH	CONDUCTOR
 UG 1PH	 OH Prim
 UG 3PH	 UG Prim
METER PEDESTALS	 OH Sec
 Single	 UG Sec
 Multi	

Reviewed/Approved By:
Date:

LAYOUT 10/8/2025 Page 1 of 1





500 Cooperative Way
Brighton, CO 80603
303.659.0551

Invoice

Account	Order
16603	611433
Order Date	Order Type
10/8/25	Standard

Terms
Construction will be scheduled after payment and all required documents are received.

CITY OF FT LUPTON
ATTN: ACCOUNTS PAYABLE
130 SOUTH MCKINLEY AVE
FORT LUPTON, CO 80621

Map/Sec: 4606
Contact:
District Rep: HGAM

Description WO 202504012 - ESTIMATED COST OF CONSTRUCTION TO UPGRADE SERVICE FOR THE CITY OF FT.LUPTON WASTEWATER TREATMENT PLANT, LOCATED AT 12285 HWY 52.

THIS INVOICE IS VALID FOR 90 DAYS. UNITED POWER WILL NOT ACCEPT ANY CHECK WITH LIEN WAIVER LANGUAGE.

CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
1418194	NON REFUNDABLE CONST COST (ESTIMATED MATERIAL AND LABOR COST)	1.000	EA	66,019.0200	66,019.02	
PIF	PIF FEE (PLANT INVESTMENT FEE)	1.000	EA	5,000.0000	5,000.00	
CT METER	CT METER (NON REFUNDABLE) (CT METERING FEE)	1.000	EA	9,700.0000	9,700.00	
1418192	APPLICATION FEE - NONREFUNDABLE (APPLICATION/DESIGN FEE)	-1.000	EA	1,500.0000	-1,500.00	

TOTAL ORDER AMOUNT: \$ 79,219.02

Private Facilities Locate Form



CUSTOMER NAME: FT.LUPTON WASTEWATER TREATMENT PLANT WORK ORDER: 202504012
 PHONE/CELL NUMBER: _____ LOCATE DATE: _____
 SERVICE ADDRESS: 12285 HWY 52
 OTHER CONTACT INFO: _____

PRIVATE FACILITIES:	YES	NO	MARKED	SKETCHED
TRAFFIC SIGNAL WIRE	☐	☒	☐	☐
WATER	☐	☒	☐	☐
SEWER/SEPTIC/LEACH	☒	☐	☒	☐
IRRIGATION/BURIED PIPE	☐	☒	☐	☐
PROPANE/GAS/OIL/PETROLEUM	☐	☒	☐	☐
SPRINKLER/CONTROL WIRE	☐	☒	☐	☐
PRIVATE COMMUNICATION LINES (Phone/Alarm, etc.)	☐	☒	☐	☐
FIBER OPTIC	☐	☒	☐	☐
PRIVATE ELECTRIC	☐	☐	☒	☐
OTHER	☐	☐	☐	☐

DESCRIPTION: Coordination with contractor (Thalle) to be continued.

This form is to inform United Power of any utilities installed by 'private parties' that Colorado 811 (UNCC) will not notify for locates either as a tier 1 or tier 2. United Power will **NOT** be responsible for any damage to private facilities which are not clearly marked in the field or with a sketch of location, including footages and depth, prior to the start of construction.

**A SIGNED FORM RETURNED WITH NO CHECKMARKS OR SKETCH,
IS CONSIDERED NOTICE THAT THE SITE IS ALL CLEAR.**

I acknowledge receipt of this document and notification:

Customer Signature: _____ Date: _____

United Power Representative: _____ Date: _____

Private Facilities Locate Form



United Power will provide notification of the scheduled locate date at the contact number provided. If there is no answer, a message will be left at the contact number provided. The land/private facility owner is responsible to mark the location of all facilities AND provide a sketch to United Power by the locate date or before.

CONSTRUCTION WILL NOT BEGIN UNTIL A SIGNED FORM IS RECEIVED.

COMMUNICATION:	YES	NO	Date: _____
CUSTOMER NOTIFIED	☐	☐	
VOICE MESSAGE	☐	☐	



SUBJECT FOR DISCUSSION

Approve Acceptance of the Colorado Water Conservation Board (CWCB) Water Plan Grant for the Comprehensive Water Strategy Planning Project.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City applied for a CWCB Water Plan Grant for the Non-potable Water Master Plan, City Drought Response Plan and the City's update of the Conservation/Efficiency Plan. The grant amount is \$258,625.00 with a \$100,000 matching funds (of which the DOLA EIAF grant for the non-potable water Master Plan is our match). We have been notified of award by CWCB.

Consultants have been selected and contracted for the planning effort.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Accept grant award
- B. Do nothing

STAFF RECOMMENDATIONS

Staff recommends acceptance of the \$258,625 grant award from CWCB.

Attachments: a. Award Notification.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



COLORADO

Colorado Water Conservation Board

Department of Natural Resources

1313 Sherman Street, Room 718
Denver, CO 80203

September 22, 2025

Roy Vestal
City of Fort Lupton
130 S. McKinley Avenue
Fort Lupton, CO 80621
Rvestal@fortluptonco.gov

RE: NOTICE OF AWARD FOR WATER PLAN GRANT

Dear Grantee:

We are pleased to inform you that on September 16, 2025, the Colorado Water Conservation Board approved your application for funding. This letter is to serve as a Notice of Award for the Comprehensive Water Strategy Planning project in the amount of \$258,625.00.

The match commitment is \$100,000.00. Per [CWCB Policy 23](#), your award will be paid proportionally to the total project cost of \$358,625.00 at a 72:28 grant to match ratio with documentation of at least 28% in expenses covered by match.

This award is contingent upon meeting the requirements as outlined in the [Water Plan Grant Guidelines](#). A Grantee Contract and Notice to Proceed will be issued upon receipt of:

- Confirmation of preferred project start date: 10/31/2025
- Completed Payment Verification Form
- Completed Payment Verification Checklist
- Documentation of secured match
- Grant Contract signatory information

Please be aware: a Grant Contract and a Notice to Proceed must be in place before work that is reimbursable against the grant can begin and corresponding grant funds can be disbursed.

We encourage all grantees to read and be familiar with the terms and conditions of the [Small Dollar Grant Award/Standard Grant Agreement](#) or [Intergovernmental Grant Agreement](#) to be issued.

If you have any questions regarding this Notice of Award, please contact me at Jackie.carano@state.co.us or (720) 846-1571.

Sincerely,

Jackie Carano
Regional Water Plan Grant Manager
South Platte, North Platte, and Metro Basins
Colorado Water Conservation Board





SUBJECT FOR DISCUSSION

Presenting an Ordinance for Amendments to Chapter 18 Building Regulations of the Fort Lupton Municipal Code with Adoption by Reference and Setting the Public Hearing for January 20, 2026.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Building Regulations in Chapter 18 of the Fort Lupton Municipal Code are adopted by reference to the International Code Council (ICC) codes with specific amendments as defined by the City. The City has currently adopted the 2018 version of the ICC building codes by reference, and the purpose of this proposed code update is to adopt the 2024 ICC codes by reference, along with the Colorado Model Electric and Solar Ready Code (2023 edition) and the Colorado Wildfire Resiliency Code (2025 edition) to align with state requirements. Specific amendments to the codes are outlined in the proposed ordinance. This initial meeting serves to present the ordinance and set the public hearing date for January 20, 2026.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

The City Council shall:

1. Set the Public Hearing date for the proposed ordinance for January 20, 2026; or
3. Do not set the Public Hearing date and refer the proposed ordinance back to staff for further study and/or discussion.

STAFF RECOMMENDATIONS

Staff recommends setting the Public Hearing date for the proposed ordinance for January 20, 2026.

Attachments: a. Proposed Ordinance

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO.

INTRODUCED BY:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO AMENDING CHAPTER 18 BUILDING REGULATIONS OF THE FORT LUPTON MUNICIPAL CODE AND ADOPTING BY REFERENCE

**THE INTERNATIONAL BUILDING CODE, 2024 EDITION;
THE NATIONAL ELECTRICAL CODE, CURRENT STATE ADOPTED EDITION;
THE INTERNATIONAL MECHANICAL CODE, 2024 EDITION;
THE INTERNATIONAL PLUMBING CODE, 2024 EDITION;
THE INTERNATIONAL FIRE CODE, 2024 EDITION;
THE INTERNATIONAL FUEL GAS CODE, 2024 EDITION;
THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2024 EDITION;
THE INTERNATIONAL EXISTING BUILDING CODE, 2024 EDITION;
THE INTERNATIONAL RESIDENTIAL CODE, 2024 EDITION;
THE INTERNATIONAL ENERGY CONSERVATION CODE, 2024 EDITION;
THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2024 EDITION WITH THE ADDITION OF SECTION 18-242;**

**ENACTING NEW SECTIONS FOR CHAPTER 18 ARTICLE XIII KNOWN AS THE COLORADO MODEL ELECTRIC AND SOLAR READY CODE, 2023 EDITION; AND ENACTING NEW SECTIONS FOR CHAPTER 18 ARTICLE XIV
THE COLORADO WILDFIRE RESILIENCY CODE, 2025 EDITION**

WHEREAS, the City desires to adopt the 2024 Building Codes and the current state adopted edition of the National Electric Code by reference; and

WHEREAS, Colorado House Bill 22-1362 required the Colorado Energy Office and the Colorado Department of Local Affairs to create an Energy Code Board to review, approve and recommend energy codes for new building and retrofits to existing buildings; and

WHEREAS, because the City is now updating its building codes prior to July 1, 2026, the City must adopt and enforce an energy code that achieves equivalent or better energy performance than the 2021 International Energy Code and the model electric ready code and the solar ready code developed by the Energy Code Advisory Board; and

WHEREAS, the City also desires to enact new section(s) to be known as The Colorado Model Electric and Solar Ready Code and The Colorado Wildfire Resiliency Code; and

WHEREAS, the City finds it necessary to adopt this ordinance providing minimum standards to safeguard the health, property, and welfare of the citizens of Fort Lupton by regulating and controlling the use, occupancy, maintenance, repair, design, construction and quality of materials for building and structures within the City; and

WHEREAS, pursuant to C.R.S. §31-16-203 and §31-16-205, the City introduced the adopting ordinance on December 16, 2025 and held a public hearing on the adopting ordinance on January 20, 2026, and shall publish such ordinance in full upon its passage; and

WHEREAS, pursuant to C.R.S. §31-16-203 the City properly noticed the public hearing on the adopting ordinance held on January 20, 2026, by publishing such notice once at least fifteen days and at least eight days preceding the hearing in the Fort Lupton Press, with such notice stating the time and place of the hearing and all other information required by law; and

WHEREAS, pursuant to C.R.S. §31-16-204, the adopting ordinance specifically sets forth penalties for violations thereof.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, WELD COUNTY, COLORADO:

Section 1. Chapter 18, Article III, Section 18-51 of the Fort Lupton Municipal Code is revised to read as follows:

Sec. 18-51. Adoption.

Pursuant to Title 31, Article 16, Parts 1 and 2, C.R.S., there is adopted by reference the 2024 **International Building Code** (IBC) promulgated and published as such by the International Code Council, 4051 Flossmoor Road, Country Club Hills, Illinois, 60478-5795. This code includes comprehensive provisions covering building regulations, including regulations concerning erection, construction, enlargement, alterations, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings or structures in the City; providing for the issuance of permits and collection of fees therefor; and providing penalties for the violation thereof and for the enforcement of this Chapter and the building codes by the Building Official. This code presents in a compact and concise manner national test, material and special design standards. It deals with tests of combustibility of various materials in buildings, grading of lumber, cement, aggregates, steel, material specification, roof and foundation standards, sprinkler systems and doors, bonding agents, soil testing methods and other building standards.

Section 2. Chapter 18, Article III, Section 18-57 of the Fort Lupton Municipal Code is revised to read as follows:

Sec. 18-57. Amendments to the International Building Code.

The following sections of the International Building Code are hereby revised:

“101.1 Title. Is amended by the addition of the term “City of Fort Lupton” where indicated.”

"101.4.3 Plumbing. Is amended by the deletion of the last sentence."

"101.4.5 Fire prevention. Is amended by replacing "International Fire Code" with "adopted fire code."

"101.4.6 Energy. Is amended by replacing the words "International Energy Conservation Code" with "2024 International Energy Conservation Code."

"105.1 Required. Is amended by replacing the words "building official" with "City."

"105.2 Work exempt from permit. Is amended by: Building Exemption #1 is deleted in its entirety and replaced with "One-Story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 200 square feet and the roof height does not exceed 10 feet above grade measured from a point directly outside the exterior walls of the structure." Building Exemption # 2 is deleted in its entirety. Building Exemption #14 is added to read "Shingle repair or replacement work not exceeding one square (100 square feet in area) of covering per building."

"105.5 Expiration. Is amended by the deletion of this section in its entirety and replaced with the following: "Every permit issued by the building official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one half the amount of the original permit fee, exclusive of any taxes or other fees already accessed, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee."

"109.4 Work commencing before permit issuance. Is amended by the deletion of this section in its entirety and replaced with the following: "Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits may be subject to an investigation fee established by the City. The amount of the investigation fee may be in the amount up to the amount of the permit fee that would normally be accessed for the specific type of construction activity, with any such investigation fee being in addition to all other required permit fees. The investigation fee shall be collected whether or not a permit is then subsequently issued."

"109.6 Refunds. Is amended by the deletion of this section in its entirety and replaced with the following: "The City may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The City may authorize refunding of not more than 80 percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this code. The City may authorize refunding of not more than 80 percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is

withdrawn or cancelled before any plan reviewing is done. The City shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.”

“111.3 Temporary occupancy. Is amended by deleting the words “building official” in the first and second sentence and replacing it with “City.”

“113.1 General. Is amended by the deletion of the last two sentences and replaced with the following: “The members of the Board of Appeals shall be comprised of the members of the Board of Adjustment.”

“113.3 Qualifications. Is amended by the deletion of this section in its entirety.”

“114.2 Notice of Violation. Is amended by the addition of “Notice of Violations shall be delivered in accordance with section 107 of the IPMC” after the last paragraph.”

“202 Definitions. Is amended by addition of the following: “Sleeping Room” (Bedroom) is any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of IBC Section 1208 and contains a closet, an area that is useable as a closet, or an area that is readily convertible for use as a closet. Living rooms, family rooms and other similar habitable areas that are so situated and designed so as to clearly indicate these intended uses, shall not be interpreted as sleeping rooms.”

“915.2.1 Dwelling units. Is amended by the deletion of the first sentence and replaced with the following: “Carbon monoxide detection shall be installed in dwelling units within 15 feet of each separate sleeping area and on every level.”

“1015.2 Where required. Is amended by the addition of a second paragraph inserted before the exceptions as follows: “All area wells, stair wells, window wells and light wells attached to any building that are located less than 36 inches (914.4 mm) from the nearest intended walking surface and deeper than 30 inches (762 mm) below the surrounding ground level, creating an opening greater than 24 inches (610 mm) measured perpendicular from the building, shall be protected with guardrails conforming to this section around the entire opening, or be provided with an equivalent barrier.”

“1020.1 Table 1020.1 Corridor Fire-Resistance Rating. Is amended to replace the corridor rating for R Occupancies with a sprinkler system from 0.5 to 1-Hour fire rating.”

“1030.2 Minimum size. Is amended by the deletion of the exception.”

“1301.1.1 Criteria. Is amended by replacing “International Energy Conservation Code” with the “2024 International Energy Conservation Code.”

"1612.3 Establishment of flood hazard areas. Is amended by the insertion of "City of Fort Lupton" where indicated in [Name of Jurisdiction] and the date of the latest flood insurance study for the City of Fort Lupton, where indicated in [Date of Issuance]."

Section 3. Chapter 18, Article V, Section 18-91 of the Fort Lupton Municipal Code is revised to read as follows:

Sec. 18-91. Adopted.

Pursuant to Title 31, Article 16, C.R.S., there is hereby adopted the 2024 **International Mechanical Code**, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, Illinois 60478-5795.

Section 4. Chapter 18, Article VI, Section 18-111 of the Fort Lupton Municipal Code is revised to read as follows:

Sec. 18-111. Adoption.

Pursuant to Title 31, Article 16, C.R.S., there is adopted the **2024 International Plumbing Code**, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, Illinois 60478-5795.

Section 5. Chapter 18, Article VI, Section 18-116 of the Fort Lupton Municipal Code is revised to read as follows:

Sec. 18-116. Amendments to the International Plumbing Code.

The following sections of the International Plumbing Code is hereby revised:

"101.1 Title. Is amended by the addition of the term "City of Fort Lupton" where indicated."

"305.4.1 Sewer depth. Is amended by filling in both areas where indicated to read "12 inches (305 mm)."

"312.3 Drainage and vent air test. Is amended by the deletion of the first sentence."

"903.1.1 Roof extension. Is amended by inserting the number "12" (152.4 mm) where indicated."

Section 6. Chapter 18, Article VII, Section 18-131 of the Fort Lupton Municipal Code is revised to read as follows:

Sec. 18-131. Adoption.

A certain document, one (1) copy of which is on file in the office of the City Clerk, being marked and designated as the **International Fire Code**, 2024 edition, including all Appendix Chapters (see International Fire Code Section 101.2.1, 2024 edition), as published by the International Code Council, is hereby adopted as the Fire Code of the City, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of building and premises as herein provided; providing for issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office at the City are hereby referred to, adopted and made a part hereof, as if fully set out herein, with the additions, insertions, deletions and changes, if any, prescribed in Section 18-137 below.

Section 7. Chapter 18, Article VII, Section 18-134 of the Fort Lupton Municipal Code is revised to read as follows:

Sec. 18-134. Geographic limits.

The geographic limits referred to in certain sections of the 2024 International Fire Code are hereby established as follows:

"Section 5704.2.9.6.1. Locations where above-ground tanks are prohibited. Storage of class I and II liquids in above-ground tanks outside of buildings is prohibited within the City limits of the City of Fort Lupton, except for previously existing storage facilities which shall be subject to the exemption provided herein. New storage facilities shall be allowed only upon completion of a plan review and approval of the Fort Lupton Fire Protection District."

"Section 5706.2.4.4. Locations where above-ground tanks are prohibited. Storage of class I and II liquids in above-ground tanks outside of buildings is prohibited within the City limits of the City of Fort Lupton, except for previously existing storage facilities which shall be subject to the exemption provided herein. New storage facilities shall be allowed only upon completion of a plan review and approval of the Fort Lupton Fire Protection District."

"Section 5806.2. Limitations. Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the boundaries of the Fort Lupton Fire Protection District, including all areas within the City of Fort Lupton except that such storage may be allowed only upon completion of a plan review and approval of the Fort Lupton Fire Protection District."

"Section 6104.2. Maximum capacity within established limits. The storage of liquefied petroleum gas within the City of Fort Lupton is prohibited except for previously existing storage facilities and except for residential barbeque tank or outdoor barbeque grills and except for propane tanks of 1000 gallons or less which are located within the Fire District,

but outside the city limits of the City of Fort Lupton, all of which shall be exempt. New storage facilities involving tanks which exceed 1000 gallons shall require approval of the Fort Lupton Fire Protection District after plan review."

The following section A101.2 of Appendix A shall be repealed and replaced, and to be known as Section A101.2:

"A101.2 Board of appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be the Board of Directors of the Fort Lupton Fire Protection District. The fire code official shall be an ex officio member of said board but shall have no vote on any matter before the board. The board shall render all decisions and findings in writing to the appellant with a duplicate copy to the fire code official."

Section 8. Chapter 18, Article VII, Section 18-137 of the Fort Lupton Municipal Code is revised to read as follows:

Sec. 18-137. Amendments to the International Fire Code.

"Section 101.1 Title. These regulations shall be known as the Fire Code of the City of Fort Lupton, hereinafter referred to as "this code."

"Section 105.5.34 Mobile food preparation vehicles. A permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors, use liquified petroleum gases (LP-gas), or that utilize generators using combustible or flammable liquid fuels. Mobile food preparation vehicles shall be required to comply with NFPA 96 (2024): Standard of Ventilation Control and Fire Protection of Commercial Cooking Operations, as well as specific policies approved by the fire code official."

"Section 105.5.51 Temporary membrane structures and tents. An operational permit is required to operate an air-supported temporary membrane structure, a temporary special event structure or a tent having an area in excess of 700 square feet."

"Section 113.4 Violation Penalties. Persons who shall violate a provision of this code or who shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense."

"Section 114.4 Failure to Comply. Any person who shall continue any work after having been served with a Stop Work Order, except such work as that person is directed to perform to

remove a violation or unsafe condition, shall be liable for a fine of not less than five hundred dollars (\$500.00) or more than one-thousand dollars (\$1000.00).”

“Chapter 9. Fire Protection Systems shall be modified to include the following provisions: DEVELOPMENTS NOT SERVED BY PUBLIC WATER SYSTEM-REQUIREMENT FOR FIRE EXTINGUISHING SYSTEMS. The extension or enlargement of a platted subdivision, or the development of any platted but underdeveloped subdivision, which is not served by a public water system, shall require that each dwelling unit in such extension, enlargement, or development in a previously undeveloped subdivision shall have an automatic fire extinguishing system, which has been approved by the local fire code official.”

In cases where single-family or two-family dwellings elect, or are mandated by the adopted building and residential codes, to install fire sprinklers, Subsection 903.3.1.3 shall be amended as follows:

“Section 903.3.1.3 Residential Sprinkler Systems. Automatic sprinkler systems installed in one and two-family dwellings, Group R-3, and R-4, condition 1, and townhouses shall be permitted to be installed throughout in accordance with the applicable Subsections 903.3.1.3.1 through 903.3.1.3.3.”

“Section 903.3.1.3.1 Fire Department Connections. Residential sprinkler systems which are supplied by atmospheric pressure tanks and fire pumps shall be installed with a Fire Department Connection, the size and location of which shall be determined by the fire code official and Section 912.”

“Section 903.3.1.3.2 Attached Garage Sprinklers. Residences with attached garages, where the garage may serve as an egress path, shall have the garage sprinkled, as determined by the fire code official.”

“Section 903.3.1.3.3 Interior and Exterior Notification. Residential sprinkler systems shall have adequate interior notification of the occupants provided to alert them that the sprinkler system is activated, in accordance with NFPA 72. Additionally, a horn and strobe device shall be installed above the Fire Department Connection noted in Section 903.3.1.3.1. Such sprinkler waterflow alarm devices shall be activated by the water flow equivalent to the flow of single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.”

“Section 903.4.2 Alarms. An approved audible device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. An approved audible alarm shall be provided in the interior of the building, in a normally occupied location, to alert building occupants of sprinkler discharge. Such sprinkler waterflow alarm devices shall be activated by the water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.”

Section 9. Chapter 18, Article VIII, Section 18-161 of the Fort Lupton Municipal Code is revised to read as follows:

Sec. 18-161. Adoption.

Pursuant to Title 31, Article 16, C.R.S., there is hereby adopted the **2024 International Fuel Gas Code**, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, Illinois, 60478-5795.

Section 10. Chapter 18, Article IX, Section 18-181 of the Fort Lupton Municipal Code is revised to read as follows:

Sec. 18-181. Adoption.

Pursuant to Title 31, Article 16, C.R.S., there is hereby adopted the **2024 International Property Maintenance Code**, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, Illinois 60478-5795. This code contains requirements for existing residential and commercial buildings.

Section 11. Chapter 18, Article IX, Section 18-185 of the Fort Lupton Municipal Code is revised to read as follows:

Sec. 18-185. Amendments to International Property Maintenance Code.

The following sections of the International Property Maintenance Code are hereby revised:

“101.1 Title. Is amended by the addition of the term “City of Fort Lupton” where indicated.”

“102.3 Application of Other Codes. Is amended by the deletion of the section and is replaced with the following: “Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the current adopted building and zoning codes.”

“104.1 Fees. Is amended by the deletion of the section and is replaced with the following: “Costs incurred in the performance of work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises or owner’s authorized agent where the unsafe structure is or was located for the recovery of such costs.”

“302.3 Sidewalks and Driveways. Is amended by the deletion of this section in its entirety.”

“302.4 Weeds. Is amended by the deletion of this section in its entirety.”

“302.8 Motor Vehicles. Is amended by the deletion of this section in its entirety.”

“304.14 Insect Screens. Is amended by the deletion of this section in its entirety.”

“308 Rubbish and Garbage. Is amended by the deletion of this section in its entirety.”

“309 Pest Elimination. Is amended by the deletion of this section in its entirety.”

“604.2 Service. Is amended by replacing “NFPA 70” with “Electrical Code adopted by the State of Colorado.”

Section 12. Chapter 18, Article X, Section 18-201 of the Fort Lupton Municipal Code is revised to read as follows:

Sec. 18-201. Adoption.

Pursuant to Title 31, Article 16, C.R.S., there is hereby adopted the **2024 International Existing Building Code**, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, Illinois 60478-5795. This code covers remodel and addition projects for existing buildings.

Section 13. Chapter 18, Article XI, Section 18-221 of the Fort Lupton Municipal Code is revised to read as follows:

Sec. 18-221. Adoption.

Pursuant to Title 31, Article 16, Part 2, C.R.S., there is hereby adopted the **2024 International Residential Code**, as published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 43 inclusive and Appendix Chapters BE, CD, BF, is hereby adopted by reference as the City of Fort Lupton Residential Building Code as if fully set out in this Article with additions, deletions, insertions and changes as provided.

Section 14. Chapter 18, Article XI, Section 18-225 of the Fort Lupton Municipal Code is revised to read as follows:

Sec. 18-225. Amendments to the International Residential Code.

The following sections of the International Residential Code are hereby revised:

“R101.1 Title. Is amended by the addition of the term “City of Fort Lupton” where indicated.”

“R103.1 Creation of Agency. Is amended by adding “City of Fort Lupton” where indicated.”

“R105.1 Required. Is amended by replacing the words “building official” with ‘City.’”

“R105.2 Work Exempt from Permit. Is amended by:

Building Exemption #1 is deleted in its entirety and replaced with “One-Story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 200 square feet and the roof height does not exceed 10 feet above grade measured from a point directly outside the exterior walls of the structure.” Building Exemption #2 is deleted in its entirety. Building Exemption #10 is deleted in its entirety and replaced with: “Shingle repair or replacement work not exceeding one square (100 square feet in area) of covering per building.”

“105.5 Expiration. Is amended by the deletion of this section in its entirety and replaced with the following: “Every permit issued by the building official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.”

“R108.5 Refunds. Is amended by the deletion of this section in its entirety and replaced with the following: “The City may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The City may authorize refunding of not more than 80 percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this code. The City may authorize refunding of not more than 80 percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done. The City shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.”

“R108.6 Work commencing before permit issuance. Is amended by the deletion of this section in its entirety and replaced with the following: “Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits may be subject to an investigation fee established by the City. The amount of the investigation fee may be in the amount up to the amount of the permit fee that would normally be assessed for the specific type of construction activity, with any such investigation fee being in addition to all other required permit fees. The investigation fee shall be collected whether or not a permit is then subsequently issued.”

“R109.1.5 IRC Other inspections. Is amended by the addition of a new subsection as follows: R109.1.5.2 Insulation Inspection of the structure shall be made following installation of the wall, ceiling and floor insulation and exterior windows and before wall coverings are installed.”

“R110.4 Temporary occupancy. Is amended by the deletion of the words “building official” in the first and second sentence and replaced with “City.”

“R112.1 General. Is amended by the deletion of the last three sentences and replaced with the following: “The members of the Board of Appeals shall be comprised of the members of the Board of Adjustment.”

“R112.3 Qualifications. Is amended by the deletion of this section in its entirety.”

“R113.2 Notice of Violation. Is amended by the addition of “Notice of Violations shall be delivered in accordance with section 107 of the IPMC” after the last paragraph.”

“R202 Definitions. Is amended by addition of the following: “Sleeping Room” (Bedroom) is any enclosed habitable space within a dwelling unit, which complies with the minimum room dimension requirements of IRC Sections R304 and R305 and contains a closet, an area that is useable as a closet, or an area that is readily convertible for use as a closet. Living rooms, family rooms and other similar habitable areas that are so situated and designed so as to clearly indicate these intended uses, shall not be interpreted as sleeping rooms.”

“Table R301.2 (1) is filled to provide the following:

Table R301.2 (1)
Climatic and Geographic Design Criteria

Ground Snow Load	Wind Design		Seismic Design Categor y	Subject to Damage From			Winter Design Temp Deg. F	Ice barrier Underlaymen t Required	Flood Hazard	Air Freezing Index	Mean Annual Temp
	Speed (V)	Topographi c effects		Weatherin g	Frost Line	Termite					
30psf	115	No	B	Severe	30 in.	Slight to Moderate	1	YES	Refer to Munici pal Code	1000	43°F

“R302.13 Fire Protection of Floors. Is amended by the addition of exceptions 6, 7, and 8 as follows:

Exception #6- For floor assemblies located over a basement or crawlspace, mechanical equipment rooms not larger than 80 square feet constructed per sections R302.13 with minimum 5/8 inch Type X gypsum wallboard on the enclosing walls and a self-closing weather-stripped solid door.

Exception #7- Floor assemblies located over a basement or crawlspace, with mechanical equipment rooms not larger than 80 square feet may be constructed per Exception #4, using fire treated I joists only above furnace closet area with minimum 5/8 inch Type X gypsum wallboard

on the enclosing walls and a self-closing weather stripped solid core 20 minute rated door and frame.

Exception #8- For floor assemblies located over a basement or crawl space with a mechanical equipment room not larger than 80 square feet may be unprotected if a fire sprinkler head is installed in accordance with section P2904 or the International Building Code sections 903.3.1.2 or 903.3.1.3, installed within the equipment room on a domestic water loop."

"R309.2 One- and two-family dwellings automatic sprinkler systems. Is amended by the deletion of the words "one- and."

"R319.1 Emergency escape and rescue opening required. Is amended by adding the following after the first paragraph: "All windows located in basements, habitable attics and sleeping rooms shall meet all the requirements of section R319.2 through R319.7." Exception #2 is amended by the deletion of the exception and its conditions."

"R319.2.1 Minimum opening area. Is amended by the deletion of the exception."

"R319.4 Area wells. Is amended by the addition of the following: "All windows in basements shall be an escape and rescue window, if requiring a window (area) well pursuant to the International Residential Code, it shall comply with the dimension requirements set forth in this section."

"R319.4.2 Ladder and steps. Is amended by the addition of the following exception to read as follows: "Exception: Only one window well ladder shall be required in an unfinished basement."

"R321.1.1 Guards required. Is amended by the addition of a third paragraph as follows: "All area wells, stair wells, window wells and light wells attached to any building that are located less than 36 inches (914 mm) from the nearest intended walking surface and deeper than 30 inches (762 mm) below the surrounding ground level, creating an opening greater than 24 inches (610 mm) measured perpendicular from the building, shall be protected with guardrails conforming to this section around the entire opening, or be provided with an equivalent barrier. Exceptions: The access side of stairways need not be protected. Area and window wells provided for emergency escape and rescue windows may be protected with approved grates or covers that comply with Section R319.4.4 of this code. Covers and grates may be used over stairways and other openings used exclusively for service access or for admitting light or ventilation."

"R311.3 Location. Is amended by deleting the first sentence and replacing it with the following: "Carbon monoxide detection shall be installed in dwelling units within 15 feet of each separate sleeping area and on each level."

"R401.2 Requirements. Is amended by the addition of the following after the first paragraph: "Foundations shall be designed, and the construction drawings stamped by a Colorado registered design professional. The foundation design must be based on an engineer's soils report. The drawings must be noted with the engineering firm name, specific location for

design and soils report number. A site certification prepared by State of Colorado registered design professional is required for setback verification on all new Group R Division 3 occupancies.”

“R405.1 Concrete or masonry foundations. Is amended with the addition of the following after the first sentence: All foundation drains shall be designed and inspected by a State of Colorado registered design professional.”

“Chapter 11 Energy Efficiency. Is amended by the deletion of this chapter in its entirety and replaced with the 2024 International Energy Conservation Code.”

“G2415.12 Minimum burial depth. Is amended by the addition of the following: All plastic fuel gas piping shall be installed a minimum of 18 inches (457 mm) below grade.”

“G2415.12.1 Individual outdoor appliances. Is amended by the deletion of this section in its entirety.”

“G2417.4.1 Test pressure. Is amended by replacing 3 psig with 10 psig.”

“P2503.5.1 Rough plumbing. Is amended by the deletion of the first sentence and replaced with “DWV systems shall be tested on completion of the rough piping installation by water or air without evidence of leakage.”

“P2603.5.1 Sewer depth. Is amended by filling in both areas where indicated to read “12 inches (305 mm).”

“P3103.1.1 Roof extension. Is amended by replacing “6 inches” with “12 inches.”

“IRC Appendix BE Radon Control Methods. Is deleted in its entirety and adopted as follows:

BE101.1 General. This appendix contains requirements for new construction in jurisdictions where radon-resistant construction is required.

BE103.5 Passive submembrane depressurization system. In buildings with crawl space foundations, the following components of a passive submembrane depressurization system shall be installed during construction.

Exception: Buildings in which an approved mechanical crawl space ventilation system or other equivalent system is installed.

BE103.5.1 Ventilation. Crawl spaces shall be provided with vents to the exterior of the building. The minimum net area of ventilation openings shall comply with Section R408.1.

BE103.5.2 Soil-gas-retarder. The soil in crawl spaces shall be covered with a continuous layer of minimum 6-mil (0.15 mm) polyethylene soil-gas-retarder. The ground cover shall be

lapped not less than 12 inches (305 mm) at joints and shall extend to all foundation walls enclosing the crawl space area.

BE103.5.3 Vent pipe. A plumbing tee or other approved connection shall be inserted horizontally beneath the sheeting and connected to a 3- or 4-inch-diameter (76 or 102 mm) fitting with a vertical vent pipe installed through the sheeting.

BE103.6 Passive subslab depressurization system. In basement or slab-on-grade buildings, the following components of a passive subslab depressurization system shall be installed during construction.

BE103.6.1 Vent pipe. A minimum 3-inch-diameter (76 mm) ABS, PVC or equivalent gastight pipe shall be embedded horizontally into the subslab aggregate or other permeable material before the slab is cast. A “T” fitting or equivalent method shall be used to ensure that the pipe opening remains within the subslab permeable material and extend and terminate above the roof deck a minimum of 6 inches.

Section 15. Chapter 18, Article XII, Section 18-241 of the Fort Lupton Municipal Code is revised to read as follows:

Sec. 18-241. Adoption.

Pursuant to Title 31, Article 16, C.R.S., there is hereby adopted the **2024 International Swimming Pool and Spa Code**, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, Illinois 60478-5795. This code contains requirements for swimming pools and spas.

Section 16. A new section Chapter 18, Article XII, Section 18-242 of the Fort Lupton Municipal Code is enacted as follows:

Sec. 18-242. Amendments to the International Swimming Pool and Spa Code.

The following sections of the International Swimming Pool and Spa Code are hereby revised:

“103.1 Creation of Agency. is amended by adding “City of Fort Lupton” where indicated.”

Section 17. Chapter 18, Article XIII, Section 18-261 of the Fort Lupton Municipal Code is enacted to read as follows:

Section 18-261 Colorado Model Electric and Solar Ready Code.

Pursuant to Title 31, Article 16, Part 2, C.R.S., the **Colorado Model Electric and Solar Ready Code, 2023 Edition**, as published and amended from time to time by the State of Colorado, 1600 Broadway, Suite 1960, Denver, CO 80202 is hereby adopted by reference as the City of Fort Lupton Model Electric and Solar Ready Code to have the same force and effect as if fully set forth herein.

Section 18. Chapter 18, Article XIII, Section 18-262 of the Fort Lupton Municipal Code is enacted to read as follows:

Section 18-262 Amendments to the Colorado Model Electric and Solar Ready Code.

The following sections of the Colorado Model Electric and Solar Ready Code are hereby revised:

“Section 101.1. Title. Is amended by the addition of the term “City of Fort Lupton” where indicated.”

“Section 102.1.2. Buildings Impacted by a Natural Disaster. Is amended by the addition of the term “City of Fort Lupton” where indicated.”

“Section 102.2. Substantial Cost Differential Waiver. Is amended by the addition of the term “City of Fort Lupton” where indicated.”

Section 19. Chapter 18, Article XIV, Section 18-281 of the Fort Lupton Municipal Code is enacted to read as follows:

Section 18-281 Colorado Wildfire Resiliency Code.

Pursuant to Title 31, Article 16, Part 2, C.R.S., the Colorado Wildfire Resiliency Code, 2025 Edition, as published and amended from time to time by the State of Colorado, 1600 Broadway, Suite 1960, Denver, CO 80202, Chapters 1 through 5 inclusive and Appendixes A, B and C, is hereby adopted by reference as the City of Fort Lupton Wildfire Resiliency Code to have the same force and effect as if fully set forth herein.

Section 20. Chapter 18, Article XIV, Section 18-282 of the Fort Lupton Municipal Code is enacted to read as follows:

Section 18-282 Amendments to the Colorado Wildfire Resiliency Code.

The following sections of the Colorado Wildfire Resiliency Code are hereby revised:

“Section 101.1 Title. Is amended by the addition of the term “City of Fort Lupton” where indicated.

Section 21. Chapter 18, Article XVI, Section 18-321 of the Fort Lupton Municipal Code is revised to read as follows:

Sec. 18-321. - Adoption.

Pursuant to Title 31, Article 16, C.R.S., there is hereby adopted the **2024 International Energy Conservation Code**, as published by the International Code Council, 4051 Flossmoor Road,

Country Club Hills, IL 60478, Chapters I through 5 inclusive, are hereby adopted by reference as the City of Fort Lupton Energy Conservation Code as if fully set out in this ordinance with the additions, deletions, insertions, and changes as follows.

Section 22. Chapter 18, Article XVI, Section 18-325 of the Fort Lupton Municipal Code is revised to read as follows:

Sec. 18-325. – Amendments to International Energy Conservation Code.

The following sections of the International Energy Conservation Code are hereby revised:

“C101.1 Title. Is amended by the addition of the term “City of Fort Lupton” where indicated.”

“C103.1 Creation of enforcement agency. Is amended by adding “City of Fort Lupton” where indicated.”

“C109.1 General. Is amended by the deletion of the last three sentences and replaced with the following: “The members of the Board of Appeals shall be comprised of the members of the Board of Adjustment.”

“C109.3 Qualifications. Is amended by the deletion of this section in its entirety.”

“R101.1 Title. Is amended by the addition of the term “City of Fort Lupton” where indicated.”

“R103.1 Creation of enforcement agency is amended by adding “City of Fort Lupton” where indicated.”

“R109.1 General. Is amended by the deletion of the last three sentences and replaced with the following: “The members of the Board of Appeals shall be comprised of the members of the Board of Adjustment.”

“R109.3 Qualifications. Is amended by the deletion of this section in its entirety.”

“R402.5.1.2 Maximum air leakage rate. Is amended by the deletion of this section and replacing it with the following: “The building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding 7 air changes per hour in Climate Zones 1 and 2, and 5 air changes per hour in Climate Zones 3 through 8. A written report of the results of the test shall be signed by the party conducting the test and provided to the code official.”



SUBJECT FOR DISCUSSION

Affidavit of Surrender of Local and State Retail Liquor License for El Reparo Mexican & Grill INC. dba El Reparo Mexican & Grill at 815 7th Street, Unit A & B.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

On December 9, 2025, Maria Lucereli Soto Murillo, owner of El Reparo Mexican & Grill INC. dba El Reparo Mexican & Grill at 815 7th Street, signed the affidavit for surrender of liquor license. Mrs. Lucereli Soto Murillo indicated that her establishment is now completely closed and she no longer holds possession of the premises. Staff will be forwarding notice to the Colorado Department of Revenue Liquor Enforcement Division on the status of the establishment.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

No action is required.

STAFF RECOMMENDATIONS

N/A

Attachments: Affidavit of Surrender



City Clerk
130 S. McKinley Avenue Phone: 720.466.6101
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortluptonco.gov

AFFIDAVIT FOR SURRENDER OF CITY LIQUOR LICENSE

IN THE MATTER OF:

LICENSEE: El Reparo
TRADE NAME: El Reparo
ADDRESS: 815 7th St.
CITY: Fort Lupton STATE CO ZIP CODE 80621
PHONE (720) 365-1205 EMAIL lusomu1@gmail.com
STATE LIQUOR LICENSE NUMBER 03-17799

I, Maria Lucereli Soto Morillo, duly authorized representative of the licensee listed above, hereby surrender the City of Fort Lupton liquor license voluntarily, with no coercion or threats from outside sources. Licensee hereby requests that all related licensing privileges are immediately terminated, canceled and the City liquor license is void.

The licensee also acknowledges:

- This surrender does not violate any requirements of a Forcible Entry and Detainer (FED) order, or Writ of Restitution requiring the licensee to dispossess the licensed premises.
- That an application to transfer this liquor license has not been filed with the City of Fort Lupton licensing authority.
- This is not an attempt to avoid prosecution of a violation of the Colorado Liquor Code and that the City of Fort Lupton may refuse to accept this affidavit of surrender until after any pending administrative action is complete.
- The Licensee's privileges will be canceled, terminated, and voided upon the issuance of an order by the City of Fort Lupton Liquor Licensing Authority Chair accepting this voluntary surrender of licenses.

Signature Maria Lucereli Soto Morillo Print Name Maria Lucereli Soto Morillo Date: 12-09-2025

Subscribed and affirmed to before me on this 9th day of December, 2025 by:
Maria Lucereli Soto Morillo

Notary Public Jeanelle L Andersen My Commission Expires: 03-25-2028
SEAL:

