



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, January 20, 2026
6:00 PM
130 South McKinley Avenue

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

You may join in person or join remotely by clicking on:
<https://meet.goto.com/695781005>

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 Ceretto

Approval of Agenda

Review of Accounts Payables

a. January 20, 2026 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. January 6, 2026 City Council Meeting Minutes

b. AM 2026-015 Approving a Resolution Appointing Chief William Carnes to the Weld County E911 Advisory Committee for a Term Beginning January 10, 2026 and Ending January 10, 2028

c. AM 2026-016 Approving a Grant Application Allocating Funds for Proactive Safety Enforcement and Authorizing Acceptance of the Grant

d. AM 2026-017 Approving a Resolution for Coverage Under the Fire and Police Pension Association (FPPA) Retirement Plan for Police Officers

e. AM 2026-021 Authorize Work Order to Jacobs Engineering for Maximum Not to Exceed \$34,256.00 for Professional Engineering Services for Surge Analysis of the Non-Potable Water Main from the Pump House to Olson's Greenhouse from the Utility Fund

f. AM 2026-022 Accepting a Proposal from Yoder Chevrolet for the Purchase of a 2026 Silverado 3500 Crew Cab Utility Truck for the Amount of \$74,820.86, Allocated from the Parks Capital Improvement Fund

g. AM 2026-023 Approve the Proposed Resolution Ratifying the Appointment of Lynette Pepler as a Member of the Fort Lupton Urban Renewal Authority to Serve as the Representative for the Board of County Commissioners for a Term Expiring January 20, 2031

- h. AM 2026-024 Approve the Finance Director's Signature on the Statement of Work for the Account Services Contract with CliftonLarsonAllen

Action Memorandum

- a. AM 2026-019 Approving a Resolution Appointing a Candidate to Fill the Ward II City Council Position Vacancy for a Term Beginning January 20, 2026 and Ending November 2027
- b. AM 2026-018 Award of Contract to Backhoe & Dozer Services Inc. for an Amount Not to Exceed \$76,000.00 for On-Call Grading Services from the Street Sales Tax Fund
- c. AM 2026-025 Approve Change Order #4 to Contract with Thalle Construction Co, Inc. for an Amount Not to Exceed \$39,401.22 for the METRO Connection Force Main & Lift Station Project from the Utility Fund.

Public Hearings

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

- a. AM 2026-020 Adopting an Ordinance for Amendments to Chapter 18 Building Regulations of the Fort Lupton Municipal Code and Enacting New Sections to be Known as the Colorado Model Electric and Solar Ready Code and the Colorado Wildfire Resiliency Code with Adoption by Reference

Information Memorandum

- a. IM 2026-001 Public Works Agreement with Backhoe & Dozer Services Inc. for Maximum Not to Exceed \$30,000.00 for On-Call Snow Services for Street Plowing During Snow Events from the Street Sales Tax Fund to be Signed by the City Administrator

Staff Reports

Mayor/Council Reports

Future City Events

- a. February 4, 2026 Coffee with a Cop, Fort Lupton Recreation Center, 203 S. Harrison Ave., 8:00 a.m. - 9:00 a.m.
February 16, 2026 City Offices Closed in Observation of President's Day

Upcoming Meetings

- a. January 27, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
February 3, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
February 17, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
February 24, 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: 01/07/2026 - 01/20/2026

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						
000453	FAMILY SUPPORT REGISTRY	01/09/2026	Regular	0.00	140.76	109338
INV0001902	Invoice	01/09/2026	A. Infante Jr - Remit ID 06092977-SDU/Tri...	0.00	140.76	
003612	JOHNSON MARK LLC	01/09/2026	Regular	0.00	474.47	109339
INV0001903	Invoice	01/09/2026	Brian Oswalt-Case #2024C042153	0.00	474.47	
001732	NELSON & KENNARD, ATTORNEYS AT LAW	01/09/2026	Regular	0.00	382.19	109340
INV0001904	Invoice	01/09/2026	MARIA MUNOZ - CASE #2024C030381	0.00	382.19	
002254	ADIDAS AMERICA INC	01/13/2026	Regular	0.00	238.50	109341
6164670779	Invoice	12/23/2025	GF-MERCHANDISE-PRO SHOP	0.00	47.40	
6164675595	Invoice	12/24/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	96.30	
6164697877	Invoice	12/30/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	94.80	
000047	AIMS COMMUNITY COLLEGE	01/13/2026	Regular	0.00	18.00	109342
260009	Invoice	12/16/2025	GF-BLS CLASS FOR G GALLEGOS-PD	0.00	18.00	
004000	APEX WASTE SOLUTIONS	01/13/2026	Regular	0.00	40.00	109343
891721	Invoice	01/01/2026	GF-CART RENTAL JAN 1-31, 2026-CODE	0.00	40.00	
000108	AUSMUS LAW FIRM PC	01/13/2026	Regular	0.00	8,300.00	109344
9835	Invoice	01/05/2026	GF-2026 City Attorney Services-Legal	0.00	6,500.00	
9841	Invoice	12/31/2025	GF-DECEMBER 2025 PROSECUTION SERVI...	0.00	1,800.00	
000241	CITY OF FT LUPTON-UTIL INVOICE	01/13/2026	Regular	0.00	250.87	109345
990005001 DEC25	Invoice	12/08/2025	GF-CITY HALL WATER SERVICE 10/31-12/0...	0.00	250.87	
000268	COLORADO ANALYTICAL LAB	01/13/2026	Regular	0.00	278.00	109346
251219050	Invoice	12/30/2025	UF-DRINKING WATER TESTING-W LINES	0.00	278.00	
002651	COLORADO COMMUNITY MEDIA	01/13/2026	Regular	0.00	78.84	109347
145681	Invoice	01/01/2026	GF-LEGAL/PUBLIC NOTICES-CITY CL	0.00	78.84	
000307	COMCAST CABLE COMM, LLC	01/13/2026	Regular	0.00	179.25	109348
0116038 JAN26	Invoice	01/01/2026	REC-JANUARY 2026 PHONE SERVICE-REC C...	0.00	179.25	
001517	CORE&MAIN LP	01/13/2026	Regular	0.00	319.93	109349
Y299959	Invoice	12/22/2025	UF-PARTS/SUPPLIES-W LINES	0.00	319.93	
000246	DUNLOP SPORTS AMERICAS/SRIXON/CLEAVLAN	01/13/2026	Regular	0.00	762.32	109350
8228013 S7	Invoice	12/31/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,015.00	
8341962 S7	Invoice	12/31/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	9,205.00	
8350980 S7	Invoice	12/31/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,315.00	
837314 S7	Invoice	12/31/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	1,315.00	
8755751 N7	Credit Memo	12/17/2025	GF-CREDIT FOR RETURN OF MERCHANDISE	0.00	-12,087.68	
002011	FRONT RANGE LUMBER COMPANY	01/13/2026	Regular	0.00	141.84	109351
50802/2	Invoice	12/23/2025	GF-PINE FURRING STRIPS-PARKS	0.00	141.84	
000567	HIGH COUNTRY BEVERAGE CORP	01/13/2026	Regular	0.00	211.50	109352
W-7285580	Invoice	01/05/2026	GOLF-BEVERAGES-PRO SHOP	0.00	211.50	
000835	NEOGOV	01/13/2026	Regular	0.00	3,675.00	109353
INV-148187	Invoice	01/01/2026	GF-VETTED SUBSCRIPTION JANUARY-DEC...	0.00	3,675.00	
003522	OTTEM ELECTRONICS, INC.	01/13/2026	Regular	0.00	300.00	109354
26-0042	Invoice	01/01/2026	GOLF-QUARTERLY MONITORING JAN 1-M...	0.00	300.00	

Council Check Report

Date Range: 01/07/2026 - 01/20/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
001643	PROCEDURE INC	01/13/2026	Regular	0.00	35,658.21	109355
3052427	Invoice	12/31/2025	GF-INSPECTION FEES/PERMITS-BLDG INSP	0.00	35,658.21	
002265	QUADIENT FINANCE USA INC	01/13/2026	Regular	0.00	514.00	109356
80877446 NOV-D...	Invoice	12/28/2025	GF-POSTAGE RECHARGES FOR NOV 25-DEC..	0.00	514.00	
000999	SHAMROCK FOODS COMPANY	01/13/2026	Regular	0.00	1,430.81	109357
35657740	Invoice	01/01/2026	GOLF-FOOD, PRE PACKAGED GOOD, SUPPL..	0.00	1,430.81	
001016	SMASH ATHLETICS INC	01/13/2026	Regular	0.00	1,347.55	109358
20690	Invoice	12/29/2025	CPR-BASKETBALL JERSEYS, SHORTS-ATHL	0.00	1,347.55	
004006	SOUTHEAST WELD COUNTY CHAMBER OF COM	01/13/2026	Regular	0.00	350.00	109359
1610	Invoice	01/01/2026	GF-2026 MEMBERSHIP DUES-EC DEV	0.00	350.00	
003407	SPEAKWRITE LLC	01/13/2026	Regular	0.00	62.14	109360
54c99fdf	Invoice	12/31/2025	GF-INTERVIEW ON 12/08/25-PD	0.00	62.14	
003917	STREAMLINE SOFTWARE, INC	01/13/2026	Regular	0.00	4,800.00	109361
3IAN6VOH-0002	Invoice	01/01/2026	GF-ACCESSIBILITY TO WEBSITE-CITY CL	0.00	4,800.00	
001149	UTILITY NOTIFICATION CENTER	01/13/2026	Regular	0.00	383.57	109362
225120596	Invoice	12/31/2025	UF-4TH BILLING TIER ANNUAL-W LINES	0.00	383.57	
001156	VERIZON WIRELESS SVCS LLC	01/13/2026	Regular	0.00	6,637.24	109363
6132051392	Invoice	12/31/2025	GF- 11/27-12/26 VERIZON HOT SPOTS-MI...	0.00	6,637.24	
002254	ADIDAS AMERICA INC	01/20/2026	Regular	0.00	45.90	109364
6164076542	Invoice	12/31/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	45.90	
003989	BLADES GROUP LLC	01/20/2026	Regular	0.00	2,013.00	109365
18050907	Invoice	01/07/2026	GF-1 CUBIC YARD ROCK ASPHALT-STREETS	0.00	2,013.00	
000182	CEM SALES & SERVICE INC	01/20/2026	Regular	0.00	440.00	109366
12502320	Invoice	12/31/2025	REC-SPA LEAK REPAIR-REC CENTER	0.00	440.00	
001506	CHRISTOPHER CROSS	01/20/2026	Regular	0.00	65.37	109367
010826	Invoice	12/31/2025	REC-PETTY CASH REIMBURSEMENT-REC C...	0.00	65.37	
000239	CITY OF FORT LUPTON	01/20/2026	Regular	0.00	449,841.28	109368
011226	Invoice	01/12/2026	GF-RESTIT D. PADILLA #E0023275/S. NAVA,...	0.00	321.00	
JAN 13, 2026	Invoice	01/13/2026	GF-25FTL-C00050 New City Hall Building ...	0.00	449,520.28	
000241	CITY OF FT LUPTON-UTIL INVOICE	01/20/2026	Regular	0.00	11,413.10	109369
110035001 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-S RAILRO...	0.00	145.00	
110036002 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-ANIMAL ...	0.00	100.12	
110221001 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-RR PK SO...	0.00	145.00	
110222001 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-RR PK NO...	0.00	145.00	
110249001 DEC25	Invoice	12/31/2025	GOLF-10/31-12/01WATER USAGE-CLUBH...	0.00	214.92	
110251001 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-CC MAST ...	0.00	79.75	
110252001 DEC25	Invoice	12/31/2025	GOLF-10/31-12/01 WATER USAGE-IRRIGAT..	0.00	4,317.25	
110252101 DEC25	Invoice	12/31/2025	GOLF-10/31-12/01 WATER USAGE-RESTR...	0.00	92.65	
330025001 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-9TH ST PK	0.00	145.00	
330031001 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-N RAILRO...	0.00	145.00	
330045001 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-PW SHOP	0.00	154.87	
330092001 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-5TH & FU...	0.00	145.00	
330166001 DEC25	Invoice	12/31/2025	CPR-10/31-12/01 WATER USAGE-MUSEUM	0.00	98.01	
330920000 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-CANNERY ...	0.00	83.75	
550055501 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-VERIZON ...	0.00	166.86	
550057001 DEC25	Invoice	12/31/2025	CPR-10/31-12/01 WATER USAGE-COMM C...	0.00	844.59	
550057601 DEC25	Invoice	12/31/2025	REC-10/31-12/01 WATER USAGE-REC CEN...	0.00	1,956.79	
550057701 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-IRRG REC ...	0.00	311.75	
660092001 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-LANCAST...	0.00	145.00	
770109501 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-HERITAGE...	0.00	34.80	

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	
770116501 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-HERITAGE...	0.00	34.80	
770214501 DEC25	Invoice	12/31/2025	GOLF-10/31-12/01 WATER USAGE-IRRIGAT...	0.00	46.94	
770229001 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-ROADSIDE...	0.00	145.00	
770229501 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-PEARSON ...	0.00	601.75	
770229601 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-PEARSON ...	0.00	34.80	
770231101 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-25.5 S GR...	0.00	34.65	
990004001 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-S MCKINL...	0.00	145.00	
990004101 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-KOSHIO PK...	0.00	92.65	
990006001 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-IRRIG N IS...	0.00	34.80	
990007001 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-IRRIG CITY...	0.00	34.80	
990008001 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-IRRIG S IS...	0.00	34.80	
990132001 DEC25	Invoice	12/31/2025	CEM-10/31-12/01 WATER USAGE-CEMETE...	0.00	605.55	
999910000 DEC25	Invoice	12/31/2025	GF-10/31-12/01 WATER USAGE-FULTON V...	0.00	96.45	
	Void	01/20/2026	Regular	0.00	0.00	109370
	Void	01/20/2026	Regular	0.00	0.00	109371
002651	COLORADO COMMUNITY MEDIA	01/20/2026	Regular	0.00	31.72	109372
145929	Invoice	01/08/2026	GF-LEGAL/PUBLIC NOTICES-FIN	0.00	31.72	
003740	COLORADO PORTABLES LLC	01/20/2026	Regular	0.00	135.00	109373
142817	Invoice	01/01/2026	GF-PORTABLE TOILET SERVICE @HERITAGE..	0.00	135.00	
000306	COMCAST BUSINESS	01/20/2026	Regular	0.00	2,926.65	109374
260250206	Invoice	01/01/2026	GF-JANUARY 2026 INTERNET-	0.00	2,926.65	
000307	COMCAST CABLE COMM, LLC	01/20/2026	Regular	0.00	268.73	109375
0008785 JAN26	Invoice	01/04/2026	GF-JANUARY 2026 INTERNET SERVICE-PLA...	0.00	268.73	
000321	COUNTERTRADE PRODUCTS INC	01/20/2026	Regular	0.00	19,199.68	109376
SI-00059494	Invoice	12/16/2025	Dell R660 Server RAM Upgrade	0.00	19,199.68	
000372	DELL MARKETING LP	01/20/2026	Regular	0.00	155.30	109377
10850196040	Invoice	12/31/2025	Dell AC Adapters (5)	0.00	155.30	
003960	ELITE INDUSTRIES, INC.	01/20/2026	Regular	0.00	38,874.10	109378
10922	Invoice	01/01/2026	CTF-RR PARK NORTH TRAILS CONSTRUCTI...	0.00	38,874.10	
000431	EMPLOYERS COUNCIL SERVICES INC	01/20/2026	Regular	0.00	975.00	109379
0000580031	Invoice	01/01/2026	GF-TRAINING PASS, JANUARY 1, 2026-DEC...	0.00	975.00	
000445	EWING IRRIGATION PRODUCTS INC	01/20/2026	Regular	0.00	684.90	109380
28834300	Invoice	01/13/2026	GF-SUPPLIES FOR PICKLE BALL COURT-PAR...	0.00	684.90	
002011	FRONT RANGE LUMBER COMPANY	01/20/2026	Regular	0.00	138.30	109381
51001/2	Invoice	01/06/2026	CEM-SUPPLIES-CEMETERY	0.00	138.30	
002143	GREEN CO2 SYSTEMS	01/20/2026	Regular	0.00	330.31	109382
02110517	Invoice	01/01/2026	REC-REC'S MONTHLY CO2-REC CENTER	0.00	330.31	
003875	HALL-IRWIN CORPORATION	01/20/2026	Regular	0.00	437,917.18	109383
5007-1.3	Invoice	12/25/2025	WST-LAGOON SLURRY WALL PROJECT-WA...	0.00	356,629.43	
5007-1.3A	Invoice	12/31/2025	WSTX-CO #1 LAGOON SLURY WALL PROJE...	0.00	81,287.75	
001580	INTERMOUNTAIN HEALTH PLATTE VALLEY HOSF	01/20/2026	Regular	0.00	85.00	109384
10008976	Invoice	12/30/2025	GF-MEDICAL SERVICES-PD	0.00	85.00	
000659	JOHNSON AUTO PLAZA	01/20/2026	Regular	0.00	2,218.08	109385
234181	Invoice	12/31/2025	GF-VEHICLE REPAIRS/MAINTENANCE-ENG	0.00	2,218.08	
003648	MATIAS PACHECO	01/20/2026	Regular	0.00	90.00	109386
011426	Invoice	01/14/2026	GF-REIMBURSE FOR USE OF PERSONAL CC...	0.00	90.00	
000780	MCGRANE WATER ENGINEERING LLC	01/20/2026	Regular	0.00	27,851.50	109387
FTL(LLake)-04	Invoice	12/31/2025	WST-LAGOON ENGINEERING-WATER	0.00	14,157.50	

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FTL(LLake)-05	Invoice	12/31/2025	WST-LAGOON ENGINEERING-WATER	0.00	13,694.00	
003544	METRO WATER RECOVERY	01/20/2026	Regular	0.00	839.38	109388
26416	Invoice	12/31/2025	GF-LATE FEES FOR CITY HALL CONNECTION..	0.00	839.38	
000824	MUTUAL OF OMAHA INSURANCE COMPANY	01/20/2026	Regular	0.00	15,301.69	109389
002018933538	Invoice	01/01/2026	GF-JAN26 VISION PREM-HR	0.00	15,301.69	
000865	OFFICE DEPOT	01/20/2026	Regular	0.00	177.37	109390
449127933001	Invoice	12/31/2025	GF-LABELS, TRAYS-FIN	0.00	59.97	
452338258001	Invoice	12/30/2025	GF-MAGAZINE HOLDER, COPY PAPER-FIN/...	0.00	77.97	
452341778001	Invoice	12/29/2025	GF-GALLON SIZE STORAGE BAGS-ADMIN	0.00	39.43	
003044	PEAK FORM, LLC	01/20/2026	Regular	0.00	1,290.00	109391
6826K25213	Invoice	12/31/2025	GF-MEDICAL SERVICES FOR DECEMBER 20...	0.00	1,290.00	
002981	RED WING BUSINESS ADVANTAGE ACCOUNT	01/20/2026	Regular	0.00	194.74	109392
20260110107584	Invoice	01/10/2026	GF-EQUIPMENT FOR C SCHOENING-PW S...	0.00	194.74	
003943	SENERGY PETROLEUM, LLC	01/20/2026	Regular	0.00	1,446.95	109393
415362922	Invoice	01/06/2026	GF/UF-PARTS, SUPPLIES FOR HEAVY EQUIP...	0.00	1,446.95	
000997	SESAC, INC.	01/20/2026	Regular	0.00	641.00	109394
10875182	Invoice	01/01/2026	REC-ANNUAL MUSIC LICENSE RENEWAL F...	0.00	641.00	
001016	SMASH ATHLETICS INC	01/20/2026	Regular	0.00	12.41	109395
20720	Invoice	01/08/2026	CPR-BASKETBALL JERSEYS-ATHL	0.00	12.41	
001026	SPECIALTY CIGARS, LLC	01/20/2026	Regular	0.00	209.33	109396
US16-41565919	Invoice	12/31/2025	GOLF-MERCHANDISE-PRO SHOP	0.00	209.33	
001040	STERICYCLE	01/20/2026	Regular	0.00	111.23	109397
8012893137	Invoice	12/31/2025	REC-BIOHAZARD-REC CENTER	0.00	73.78	
8013135100	Invoice	12/31/2025	GF-DEC 2025 SHREDDING SERVICE FOR PL...	0.00	37.45	
001052	SWIRE COCA-COLA, USA	01/20/2026	Regular	0.00	197.10	109398
50541563004	Invoice	01/09/2026	GOLF-PRE PACKAGED GOODS-PRO SHOP	0.00	197.10	
002967	SYNERGETIC STAFFING LLC	01/20/2026	Regular	0.00	2,145.81	109399
21012366	Invoice	12/31/2025	GF-TEMP WAGES, DECEMBER 29, '25-JAN ...	0.00	1,119.68	
21012369	Invoice	01/12/2026	GF-TEMP WAGES JANUARY 6-9, 2026-FIN	0.00	1,026.13	
001746	TRANSUNION RISK AND ALTERNATIVE DATA SO	01/20/2026	Regular	0.00	100.00	109400
812682-202512-1	Invoice	12/31/2025	GF-DEC 2026 INTERPRETATION SERVICES-...	0.00	100.00	
001120	TRUDILIGENCE LLC	01/20/2026	Regular	0.00	423.44	109401
70425	Invoice	12/31/2025	GF-BACKGROUND CHECK-HR	0.00	423.44	
001137	UNITED POWER	01/20/2026	Regular	0.00	294.32	109402
24165100 DEC25	Invoice	12/31/2025	GF-DECEMBER 2025 ELECTRIC SERV (SPLA...	0.00	294.32	
001137	UNITED POWER	01/20/2026	Regular	0.00	156.34	109403
1215802 DEC25	Invoice	12/31/2025	GF-DECEMBER 2025 ELECTRIC SERV (VET ...	0.00	156.34	
001137	UNITED POWER	01/20/2026	Regular	0.00	40,712.30	109404
10553102 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-EMERG SIREN	0.00	22.83	
1194602 DEC25	Invoice	12/31/2025	GC-DEC25 ELECTRIC-CLUBHOUSE	0.00	537.74	
1195001 DEC25	Invoice	12/31/2025	GC-DEC25 ELECTRIC-PUMP HOUSE	0.00	2,619.24	
1195501 DEC25	Invoice	12/31/2025	UF-DEC25 ELEC-WTR TANK&PUMP	0.00	3,970.40	
1195603 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-455 COLLEGE AVE PUMP S...	0.00	324.30	
1195701 DEC25	Invoice	12/31/2025	GC-DEC25 ELECTRIC-MAINT BLDG	0.00	232.55	
1196401 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-WELCOME SIGNS	0.00	37.45	
1207701 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-B&G SPRINKLER CONTROL	0.00	21.69	
1240301 DEC25	Invoice	12/31/2025	UF-DEC25 ELEC-SEWER LIFT STA	0.00	164.82	
1241801 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-PEARSON PK BALLFIELD	0.00	324.76	

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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	
1241903 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-PEARSON PK	0.00	143.88	
1276101 DEC25	Invoice	12/31/2025	UF-DEC25 ELEC-WELL #4	0.00	377.02	
1279801 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-SCH SIGNAL	0.00	26.24	
1295501 DEC25	Invoice	12/31/2025	CPR-DEC25 ELEC-MUSEUM	0.00	62.32	
1296101 DEC25	Invoice	12/31/2025	UF-DEC25 ELEC-WELL #5	0.00	383.68	
1302801 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-CITY HALL	0.00	1,966.24	
1302901 DEC25	Invoice	12/31/2025	UF-DEC25 ELEC-WELL #1	0.00	173.86	
1316801 DEC25	Invoice	12/31/2025	UF-DEC25 ELEC-WELL #3	0.00	411.54	
1322501 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-STREET LIGHTS	0.00	6,200.11	
1360303 DEC25	Invoice	12/31/2025	CEM-DEC25 ELEC-CEMETERY	0.00	31.58	
13842400 DEC25	Invoice	12/31/2025	CPR-DEC25 ELEC-REC SIGN	0.00	50.59	
14427100 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-VERIZON BLDG	0.00	128.30	
15232500 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-TORN SIREN	0.00	22.22	
17149700 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-WCR8 SIGNAL	0.00	68.14	
17761600 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-HERITAGE PARK	0.00	20.00	
17868800 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-LANCASTER SPRINK	0.00	20.00	
18057500 DEC25	Invoice	12/31/2025	UF-DEC25 ELEC-S LIFT STATION	0.00	995.29	
18498400 DEC25	Invoice	12/31/2025	UF-DEC25 ELEC-WELL#7	0.00	277.06	
18762100 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-LIGHT RECEPTACLES	0.00	136.60	
19545100 DEC25	Invoice	12/31/2025	UF-DEC25 ELEC-TERM RES DAM PUMP E	0.00	782.46	
19595600 DEC25	Invoice	12/31/2025	GC-DEC25 ELECTRIC-SIGN LIGHT	0.00	20.62	
20040100DEC25	Invoice	12/31/2025	UF-DEC25 ELEC-TERM RES DAM PUMP W	0.00	273.98	
21675200 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-IRRIGATE 2414 HORSESH...	0.00	126.35	
21675300 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-IRRIGATE 1912 WAGONW...	0.00	34.88	
22185901 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-FULTON PARK IRRIGATION	0.00	21.12	
6601202 DEC25	Invoice	12/31/2025	GC-DEC25 ELECTRIC-PAVILLION	0.00	24.47	
6612303 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-COYOTE CREEK ENTRANCE	0.00	21.75	
6779701 DEC25	Invoice	12/31/2025	REC-75% DEC25 ELEC-REC	0.00	11,349.08	
704901 DEC25	Invoice	12/31/2025	UF-DEC25 ELEC-WWTP	0.00	376.36	
7225800 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-GAZEBO	0.00	21.60	
726705 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-SIGN 70110&70111	0.00	28.45	
7280200 DEC25	Invoice	12/31/2025	UF-DEC25 ELEC-WATER TANKS	0.00	21.98	
733101 DEC25	Invoice	12/31/2025	GF-DEC25 ELEC-SHOP	0.00	248.99	
762901 DEC25	Invoice	12/31/2025	UF-DEC25 ELEC-WELL #13	0.00	368.66	
803908 DEC25	Invoice	12/31/2025	UF-DEC25 ELEC-WTR TRMT PLANT	0.00	6,525.72	
8976200 DEC25	Invoice	12/31/2025	UF-DEC25 ELEC-N LIFT STATION	0.00	715.38	
	Void	01/20/2026	Regular	0.00	0.00	109405
	Void	01/20/2026	Regular	0.00	0.00	109406
	Void	01/20/2026	Regular	0.00	0.00	109407
001189	WELD COUNTY ACCTG DEPART	01/20/2026	Regular	0.00	7,260.57	109408
DECEMBER 2025	Invoice	12/31/2025	DECEMBER 2025 FUEL CHARGES-	0.00	7,260.57	
001190	WELD COUNTY AREA AGENCY ON AGING	01/20/2026	Regular	0.00	395.00	109409
1A	Invoice	01/12/2026	CPR-FRIENDLY FORK SENIOR LUNCHES-C...	0.00	395.00	
001212	WILLIAMS AND WEISS CONSULTING LLC	01/20/2026	Regular	0.00	4,590.00	109410
2226	Invoice	12/31/2025	UF/WST-WATER ENGINEERING-UF/WST	0.00	4,590.00	
003640	WYOMING TRIBUNE EAGLE	01/20/2026	Regular	0.00	1,977.57	109411
122588372	Invoice	12/31/2025	REC/CPR-RED GUIDE-	0.00	1,977.57	
001293	AMAZON.COM	01/13/2026	EFT	0.00	210.02	9100481
1L3W-L1TF-DWTF	Invoice	12/31/2025	GF-MERCHANDISE, SUPPLIES-PLANNING	0.00	224.37	
1PPR-N144-F39L	Credit Memo	12/31/2025	GF-CREDIT FOR RETURN-PLANNING	0.00	-14.35	
002704	AMERICAN WATER COLLEGE LLC	01/13/2026	EFT	0.00	3,108.00	9100482
192945	Invoice	12/09/2025	UF-PW STAFF TRAINIG PLATFORMS-W LIN...	0.00	3,108.00	
002956	BUTLER SNOW LLP	01/13/2026	EFT	0.00	7,500.00	9100483
10499627	Invoice	12/01/2025	2025 Elections Assitance - Ballot Issue 2C	0.00	7,500.00	

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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	
000216	CHAMBER OF COMMERCE	01/13/2026	EFT	0.00	2,000.00	9100484
1834	Invoice	01/01/2026	GF-ANNUAL DUES FOR CHAMBER OF CO...	0.00	500.00	
1966	Invoice	01/05/2026	GF-HAVANA NIGHTS ANNUAL BANQUET -C...	0.00	1,500.00	
000232	CIRSA	01/13/2026	EFT	0.00	15,157.00	9100485
INV1003225	Invoice	01/02/2026	GF-2026 Excess Crime Premium	0.00	3,152.00	
INV1003306	Invoice	01/06/2026	GF-2026 Equip Breakdown Premium	0.00	12,005.00	
000242	CIVICPLUS	01/13/2026	EFT	0.00	57,357.93	9100486
354718	Invoice	01/01/2026	GF-CITY WEBSITE SERVICE & NOTIFICATIO...	0.00	57,357.93	
003417	DATA CENTER WAREHOUSE, LLC	01/13/2026	EFT	0.00	1,451.74	9100487
INV-014602	Invoice	12/31/2025	Desktop for New Help Desk technician	0.00	1,451.74	
002919	EQUIPMENTSHARE.COM INC	01/13/2026	EFT	0.00	3,268.31	9100488
6162992-000	Invoice	12/15/2025	GOLF-EQUIPMENT RENTAL-MAINT	0.00	2,738.43	
LUP-6035181-00...	Invoice	12/16/2025	GOLF-EQUIPMENT RENTAL-MAINT	0.00	529.88	
000455	FASTENAL COMPANY 01COFTL	01/13/2026	EFT	0.00	67.12	9100489
COFTL206100	Invoice	12/29/2025	GF-PARTS, SUPPLIES-FAC	0.00	67.12	
002169	GH PHIPPS CONSTRUCTION COMPANIES	01/13/2026	EFT	0.00	983,235.14	9100490
CITY HALL 10	Invoice	12/30/2025	GF-PURCHASE MATERIALS FOR NEW CITY ...	0.00	983,235.14	
000536	GOLF AND SPORT SOLUTIONS LLC	01/13/2026	EFT	0.00	4,480.92	9100491
53831	Invoice	12/23/2025	GOLF-TONS OF BIOSOIL-MAINT	0.00	4,480.92	
002674	HAYES POZNANOVIC KORVER, LLC	01/13/2026	EFT	0.00	17,398.00	9100492
2129	Invoice	12/31/2025	WST-Oct2025 Legal Fees-Water	0.00	17,398.00	
002778	KASEYA US LLC	01/13/2026	EFT	0.00	2,454.29	9100493
2464556512437	Invoice	12/31/2025	Kaseya Connect Conference	0.00	1,979.10	
CI_1768029	Invoice	01/05/2026	Kaseya BMS License for new Help Desk Te...	0.00	475.19	
003316	MIGUEL IRAOLA	01/13/2026	EFT	0.00	750.00	9100494
12312025	Invoice	12/31/2025	GF-TRANSLATOR SERVICE FOR DECEMBER...	0.00	750.00	
002195	MINUTEMAN PRESS	01/13/2026	EFT	0.00	200.47	9100495
42149	Invoice	12/30/2025	GF-BUSINESS CARDS-PD	0.00	200.47	
000869	OPERATIONS MANAGEMENT INT	01/13/2026	EFT	0.00	118,132.02	9100496
351230-27-01	Invoice	01/02/2026	GF-2026 OMI SERVICES-	0.00	118,132.02	
000862	O'REILLY AUTO PARTS	01/13/2026	EFT	0.00	402.10	9100497
4489-262672	Invoice	12/01/2025	GF-BATTERY-PARKS	0.00	116.78	
4489-265815	Credit Memo	12/18/2025	UF-CREDIT FOR RETURN CABIN AIR FILTER...	0.00	-30.94	
4489-266850	Invoice	12/24/2025	CEM-PARTS FOR JOHN DEER GATOR UNIT ...	0.00	228.43	
4489-266853	Invoice	12/24/2025	GF/UF-OIL, AIR FILTERS FOR UNIT 33 AIR ...	0.00	87.83	
000931	R & L TIRES	01/13/2026	EFT	0.00	40.90	9100498
60704	Invoice	12/16/2025	CEM-INNER TUBE INSTALL, TIRE-CEMETERY	0.00	40.90	
000932	R & M SERVICES	01/13/2026	EFT	0.00	260.58	9100499
10921	Invoice	12/10/2025	GF-VEHICLE SERVICES-PD	0.00	90.10	
10922	Invoice	12/31/2025	GF-VEHICLE SERVICES-PD	0.00	86.37	
10924	Invoice	12/16/2025	GF-VEHICLE SERVICES-PD	0.00	84.11	
003398	UNIVERSITY AUTO PARTS	01/13/2026	EFT	0.00	255.81	9100500
258838	Invoice	12/22/2025	CEM-PARTS FOR UNIT 35-CEMETERY	0.00	101.88	
658010	Invoice	12/01/2025	GF-BATTERY-PD	0.00	153.93	
001327	ALTA PEAK ROLLOFFS LLC	01/20/2026	EFT	0.00	487.99	9100501
5406	Invoice	12/31/2025	GF-ROLLOFFS @ WWTP FOR DECEMBER 2...	0.00	487.99	
001293	AMAZON.COM	01/20/2026	EFT	0.00	7,969.73	9100502
17LV-CHQ1-3DCN	Credit Memo	12/31/2025	GOLF-CREDIT FOR RETURNS-MAINT	0.00	-82.95	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1DTT-HKCV-499V	Invoice	12/31/2025	GF-WELLNESS PRIZES/GENERAL SUPPLIES-...	0.00	1,517.12	
1M6M-4FTW-41...	Invoice	01/05/2026	IT Amazon Orders	0.00	24.98	
1P6G-WWDN-DP...	Invoice	12/31/2025	GOLF-GENERAL SUPPLIES, SMALL EQUIP-P...	0.00	1,999.60	
1P6K-R66X-GPL9	Invoice	01/05/2026	GF-GENERAL SUPPLIES-PD	0.00	3,218.03	
1PPR-N144-F7PJ	Invoice	12/31/2025	GF/UF-SUPPLIES/PARTS, ETC-W LINES, LEG...	0.00	513.95	
8260099310081	Invoice	01/17/2026	Amazon Prime Annual Renewal	0.00	779.00	
000232	CIRSA	01/20/2026	EFT	0.00	4,775.00	9100503
INV1003526	Invoice	01/12/2026	GF-2026 DETAINEE MEDICAL JAN '26-JAN'...	0.00	4,775.00	
003417	DATA CENTER WAREHOUSE, LLC	01/20/2026	EFT	0.00	44,457.60	9100504
INV-013908	Invoice	12/31/2025	GF-10 MOBILE DATA TERMINALS-PD	0.00	785.00	
INV-014192	Invoice	12/31/2025	GF-10 MOBILE DATA TERMINALS-PD	0.00	43,672.60	
002899	DIG DEEP RESEARCH, LLC	01/20/2026	EFT	0.00	309,950.00	9100505
2017	Invoice	01/06/2026	GF-2026 DIG DEEP GRANT PLAN & TECH A...	0.00	309,950.00	
000597	INSIGHT PUBLIC SECTOR INC	01/20/2026	EFT	0.00	30,456.44	9100506
1101349918	Invoice	01/06/2026	Exchange Annual Subscription with 200 us...	0.00	26,511.24	
1101351025	Invoice	01/13/2026	SQL22-With Assurance (4)	0.00	3,945.20	
000698	L.G. EVERIST, INC	01/20/2026	EFT	0.00	439.46	9100507
759945	Invoice	01/08/2026	UF-SQUEEGEE-W LINES	0.00	439.46	
003101	LANGUAGELINE SOLUTIONS	01/20/2026	EFT	0.00	27.06	9100508
11811367	Invoice	12/31/2025	GF-OVER THE PHONE INTERPRETATION-PD	0.00	27.06	
002195	MINUTEMAN PRESS	01/20/2026	EFT	0.00	322.53	9100509
42165	Invoice	01/06/2026	UF-#10 REGULAR ENVELOPES-W LINES	0.00	322.53	
003966	NORRIS DESIGN, INC	01/20/2026	EFT	0.00	5,922.50	9100510
01-110157	Invoice	01/01/2026	GF-KOSHIO PARKS CONSTRUCTION DOCS-...	0.00	5,922.50	
000869	OPERATIONS MANAGEMENT INT	01/20/2026	EFT	0.00	102,077.55	9100511
351230-OS-CV	Invoice	12/31/2025	UF-CLEAN IN PLACE VALVES-WTP	0.00	29,053.50	
351230-OS-SP	Invoice	12/31/2025	UF-CLEAN IN PLACE PUMPS-WATER	0.00	73,024.05	
000862	O'REILLY AUTO PARTS	01/20/2026	EFT	0.00	44.03	9100512
4489-267627	Credit Memo	12/30/2025	UF-CREDIT FOR RETURN-W LINES	0.00	-102.58	
4489-267747	Invoice	12/30/2025	CEM- FILTERS FOR UNITS 24,41,31-CEMET...	0.00	92.83	
4489-267748	Invoice	12/30/2025	GF-O-RING FOR HOTZE WASHER MACHINE...	0.00	6.80	
4489-268201	Invoice	01/02/2026	SF-PARTS FOR JET FREIGHTLINER, UNIT #37...	0.00	46.98	
000931	R & L TIRES	01/20/2026	EFT	0.00	162.00	9100513
61057	Invoice	01/07/2026	GF-TIRE DISPOSAL-LEGIS	0.00	90.00	
61092	Invoice	01/08/2026	GF-TIRE DISPOSAL-LEGIS	0.00	72.00	
001101	TODD HODGES DESIGN, LLC	01/20/2026	EFT	0.00	6,891.30	9100514
3754	Invoice	01/12/2026	GF-PLANNING SERVICES 12/29/25-01/11/...	0.00	6,891.30	
001126	TYLER TECHNOLOGIES	01/20/2026	EFT	0.00	26.00	9100515
025-539547	Invoice	12/31/2025	GF-DEC 20225 TEXT MESSAGE SERV FEE-C...	0.00	26.00	
003398	UNIVERSITY AUTO PARTS	01/20/2026	EFT	0.00	129.04	9100516
258925	Invoice	12/23/2025	UF-PARTS FOR WACKER CUTTING SAW-W ...	0.00	8.09	
259680	Invoice	01/03/2026	UF-PARTS FOR WATER LINE-W LINES	0.00	66.98	
260043	Invoice	01/07/2026	GF-AUTOMATIC BATTERY-PARKS	0.00	53.97	
002158	WW BACKHOE & DOZER SERVICES INC	01/20/2026	EFT	0.00	2,450.00	9100517
28021	Invoice	01/13/2026	SST-2025 ON CALL GRADING SERVICES-SST	0.00	2,450.00	
000119	BANK OF COLORADO	01/09/2026	Bank Draft	0.00	8,784.85	DFT0002708
INV0001899	Invoice	01/09/2026	HSA DISTRIBUTION	0.00	8,784.85	
000119	BANK OF COLORADO	01/09/2026	Bank Draft	0.00	1,787.07	DFT0002709

Council Check Report

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INV0001900	Invoice	01/09/2026	HSA DISTRIBUTION	0.00	1,787.07	
001416	VALIC_1	01/09/2026	01/09/2026 Bank Draft	0.00	57,418.55	DFT0002710
INV0001901	Invoice	01/09/2026	VALIC - 457(b) \$ Contributions	0.00	57,418.55	
001265	IRS	01/09/2026	01/09/2026 Bank Draft	0.00	96,854.24	DFT0002711
INV0001905	Invoice	01/09/2026	Federal Withholding	0.00	96,854.24	
001418	CO DEPARTMENT OF REVENUE	01/09/2026	01/09/2026 Bank Draft	0.00	15,969.00	DFT0002712
INV0001906	Invoice	01/09/2026	CO Withholding	0.00	15,969.00	

Bank Code New Main Operating Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	160	69	0.00	1,141,151.64
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	5	5	0.00	180,813.71
EFT's	63	37	0.00	1,734,318.58
	228	116	0.00	3,056,283.93

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	160	69	0.00	1,141,151.64
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	5	5	0.00	180,813.71
EFT's	63	37	0.00	1,734,318.58
	228	116	0.00	3,056,283.93

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	1/2026	3,056,283.93
			3,056,283.93

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 06, 2026**

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, January 6, 2026. Mayor Chris Ceretto called the meeting to order at 6:00 p.m. and invited everyone to join him in the Pledge of Allegiance.

ROLL CALL

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

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

PERSONS TO ADDRESS COUNCIL

There was no one to address the Mayor or Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the January 6, 2026 payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- December 16, 2025 City Council Meeting Minutes
- Second Reading Ordinance 2025-1192 REZONING OF A PROPERTY KNOWN AS THE NORTHLAND BUSINESS PARK CHANGE OF ZONE
- Second Reading Ordinance 2025-1193 ACCEPTING AN ANNEXATION KNOWN AS THE L.G. EVERIST NW ANNEXATION NOS. 1-2 AND APPROVING THE ANNEXATION AGREEMENT
- Second Reading Ordinance 2025-1194 INITIALLY ZONE LAND KNOWN AS THE L.G. EVERIST NW INITIAL ZONING TO THE 'A' AGRICULTURE ZONE DISTRICT

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 06, 2026**

- Second Reading Ordinance 2025-1195 ACCEPTING AN ANNEXATION KNOWN AS THE L.G. EVERIST NE ANNEXATION AND APPROVING THE ANNEXATION AGREEMENT
- Second Reading Ordinance 2025-1196 INITIALLY ZONE LAND KNOWN AS THE L.G. EVERIST NE INITIAL ZONING, TO THE 'A' AGRICULTURE ZONE DISTRICT
- Second Reading Ordinance 2025-1197 AMENDING PORTIONS OF CHAPTER 16 – DEVELOPMENT CODE
- Approving Resolution 2026R001 DESIGNATING THE CITY OF FORT LUPTON WEBPAGE WWW.FORTLUPTONCO.GOV AS THE PUBLIC PLACE FOR POSTING NOTICES OF PUBLIC CITY MEETINGS IN ACCORDANCE WITH COLORADO REVISED STATUTES OPEN MEETINGS LAW (AM 2026-001)
- Approving Resolution 2026R002 ADOPTING THE THREE MILE AREA PLAN FOR 2026 (AM 2026-002)
- Approving Resolution 2026R003 RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES TO THE CORRESPONDING ADVISORY COMMITTEES FOR A TERM BEGINNING JANUARY 6, 2026 AND ENDING DECEMBER 31, 2027 (AM 2026-003)
- Approving Resolution 2026R004 DESIGNATING WILLIAM CARNES, CHIEF OF POLICE, AS THE EMERGENCY RESPONSE AUTHORITY (AM 2026-004)
- Authorize the City Administrator to Accept a Service Agreement from Dig Deep to Provide Grants-Related Technical Assistance Services for Pursuing the DOLA Local Planning Capacity Grant (AM 2026-005)
- Approving Resolution 2026R005 RATIFYING THE MAYOR'S APPOINTMENT OF KATHY KVASNICKA TO THE PLANNING COMMISSION AS A REGULAR MEMBER FOR A THREE-YEAR TERM BEGINNING JANUARY 18, 2026 AND ENDING JANUARY 18, 2029 (AM 2026-006)
- Approving Resolution 2026R006 APPOINTING ASHLEY GREENE AS A REGULAR MEMBER OF THE PLANNING COMMISSION FOR A TERM TO EXPIRE MARCH 5, 2027 (AM 2026-007)
- Approve Additional Services to Contract with JR Engineering for an Amount Not to Exceed \$14,630.00 for Added CDOT Requirements for Analysis of Highway 52 / College Avenue Intersection Project from the Street Sales Tax Fund (AM 2026-009)
- Award of Public Works Services Agreement to Dig Deep Research for an Amount Not to Exceed \$31,792.00 for Professional Services for Technical Services Related to the Water Strategy Plan in Conjunction with the Colorado Water Conservation Board Grant Awarded for the Drought Response Plan and Water Conservation/Efficiency Plan from the Utility Fund (AM 2026-010)

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 06, 2026**

- Authorizing Staff to Adjust the Police Department Retirement Percentages to Match the Fire and Police Pension Association Contributions (FPPA), Contingent on Adopting FPPA (AM 2026-011)
- Approving the Annual Renewal of Cyber Security Software(s) from DigeTek for an Amount Not to Exceed \$59,616.00, Allocated from the IT Department's General Fund (AM 2026-013)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2026-008 Award of Contract to Tait & Associates, Inc. for an Amount Not to Exceed \$48,000.00 for Surveying Services for the 6th Street Rehabilitation Project from the Street Sales Tax Fund

The streets in the older parts of the City, as well as the underground infrastructure, need to be restored. A project from almost a decade ago ran a new storm line in 6th street that ended at Fulton Avenue. This project seeks to rehabilitate the existing storm infrastructure to the west up to the outfall towards Highway 85. The next step is obtaining existing survey information to aid in design efforts.

TAIT & Associates designed Harrison Avenue and staff is confident that their company can easily handle the surveying portion of engineering design.

The survey effort can begin immediately upon approval of this agreement.

It was moved by Michael Sanchez and seconded by Valerie Blackston to Award Contract to Tait & Associates, Inc. for an Amount Not to Exceed \$48,000.00 for Surveying Services for the 6th Street Rehabilitation Project from the Street Sales Tax Fund. Motion passed unanimously on roll call vote.

AM 2026-012 Approving a Resolution for an Agreement for an Economic Incentive via a Sales Tax Reimbursement to Breakfast Inn, LLC, Under the Targeted Restaurant & Entertainment Activation Policy & Program

Breakfast Inn, LLC plans to establish a new full-service restaurant at 322 Denver Avenue and has applied for an economic incentive through a sales tax reimbursement under the Targeted Restaurant & Entertainment Activation Policy & Program. The property is in the program area, and the attached application indicates the business plans to be open daily, from 6:00 am to 2:00 pm. As a new full-service restaurant, the business is eligible for a 1.5% sales tax reimbursement for a 5-year term.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 06, 2026**

Based on the applicant's estimated total sales of \$150,000 for the first year of operations, the estimated sales tax reimbursement is \$2,250. Assuming annual sales growth of 3%, the total estimated sales tax reimbursement for the term of the agreement is \$11,946. The actual reimbursement amount will be determined by the actual total annual sales. The company will be required to submit annual requests for tax reimbursements.

It was moved by Valerie Blackston and seconded by Michael Sanchez to approve Resolution 2026R007 FOR AN AGREEMENT FOR AN ECONOMIC INCENTIVE VIA A SALES TAX REIMBURSEMENT TO BREAKFAST INN, LLC, UNDER THE TARGETED RESTAURANT & ENTERTAINMENT ACTIVATION POLICY & PROGRAM. Motion passed unanimously on roll call vote.

AM 2026-014 Accepting the 2026 Workers' Compensation from Pinnacol Assurance, the Boiler and Machinery from Traveler's and Cyber Liability Coverage Quotation from Tokio Marine for a Total Amount Not to Exceed \$414,875.00.

IMA is the City of Fort Lupton's Broker of Record for Workers' Compensation, Boiler and Machinery, and Cyber Liability coverages. They have provided the renewal numbers for these lines of coverage for 2024.

The total cost for the Workers' Compensation has gone up for 2026. For 2026, Pinnacol offered a renewal at \$392,740.00, which is a 22% increase from 2025. This renewal is reflective of a \$500.00 per claim deductible. There are three major factors in the Workers' Compensation premium rates: total payroll, rate by occupation, and experience modifier (EMOD). Total payroll is expected to increase in 2026 over 2025 by around 8%. The rate by occupation for high-risk positions has decreased over the last year.

The EMOD rating for 2025 was 1.49 and has increased in 2026 to 1.84. This is due to several high claim costs from 2023 through 2025, which has affected our overall premium. While this will continue to affect the premium over the next three years, efforts towards reducing severe claims will assist in lowering this rating overtime. Continued efforts and implementation of the Safety Wellness Program should positively influence our future claim history. Better safety and hazard controls in place will also reduce lost time from injuries.

The City of Fort Lupton did apply and was awarded a 3-year Cost Containment Certification by the State of Colorado in 2024. This is a certification that verifies that organizations adhere to best safety practices. It also qualifies organizations for discounts on their renewal.

The cost of the Boiler and Machinery coverage increased from 2025 to 2026. This is due to the City of Fort Lupton's increase in assets. For 2026, Traveler's offered the renewal at \$7,699.00, a 3% increase over 2025.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 06, 2026**

The City of Fort Lupton's Cyber Liability coverage is decreasing in 2026. In the past few years, the public entity sector has been particularly vulnerable to all manners of cyber-attacks. For 2026, Tokio Marine offered the renewal at \$14,436.00, a 10.64% decrease over 2025.

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston to accept the 2026 Workers' Compensation from Pinnacol Assurance, the Boiler and Machinery from Traveler's and Cyber Liability Coverage Quotation from Tokio Marine for a Total Amount Not to Exceed \$414,875.00. Motion passed unanimously on roll call vote.

STAFF REPORTS

Mari Peña, City Clerk, stated eleven applications for the Ward II Councilmember vacancy has been received.

MAYOR/COUNCIL REPORTS

There was no report from the Mayor or Council.

FUTURE CITY EVENTS

January 7, 2026 Coffee with a Cop, Fort Lupton Recreation Center, 203 S. Harrison Ave., 8:00 a.m. - 9:00 a.m.

January 19, 2026 City Offices Closed in Observation of Martin Luther King Jr. Day

UPCOMING MEETINGS

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.

January 27, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

February 3, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:17 p.m.

Submitted by,

Maricela Peña, City Clerk

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 06, 2026**

Approved by City Council,

Chris Ceretto, Mayor

DRAFT



SUBJECT FOR DISCUSSION

Approving a Resolution Appointing Chief William Carnes to the Weld County E911 Advisory Committee for a Term Beginning January 10, 2026 and Ending January 10, 2028.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Weld County Board of County Commissioners has established two committees to advise on issues surrounding the communication network utilized by first responders throughout the county and issues pertaining to the E911 telephone system.

This action memorandum is to nominate Chief William Carnes to serve on the E911 committee for a two-year term.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

Having a representative on these advisory committees enables the City of Fort Lupton to express its interests in the communication and E911 systems.

ALTERNATIVES/OPTIONS

1. Appoint Chief Carnes to the Committee.
2. Don't approve the Resolution and seek another appointee.

STAFF RECOMMENDATIONS

Staff seeks recommendation.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2026RXXX

A RESOLUTION APPOINTING CHIEF OF POLICE WILLIAM CARNES TO THE WELD COUNTY E911 ADVISORY COMMITTEE FOR A TWO-YEAR TERM BEGINNING JANUARY 10, 2026 AND ENDING JANUARY 10, 2028.

WHEREAS, the Weld County Board of County Commissioners has established two committees to advise them on issues surrounding the communication network utilized by first responders throughout the county and issues pertaining to the E911 telephone system; and

WHEREAS, the Fort Lupton City Council is recommending to the Weld County Board of County Commissioners the appointment of Chief of Police William Carnes to the Weld County E911 Advisory Committee; and

WHEREAS, said term will be for a two-year term.

NOW, THEREFORE, BE IT RESOLVED that the Fort Lupton City Council hereby appoint Chief of Police William Carnes to the Weld County E911 Advisory Committee for a two-year term beginning January 10, 2026 and Ending January 10, 2028.

APPROVED AND PASSED BY MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 20th DAY OF JANUARY 2026.

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approving a Grant Application Allocating Funds for Proactive Safety Enforcement and Authorizing Acceptance of the Grant.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Colorado Department of Transportation offers grants paying overtime to law enforcement agencies specifically for improving traffic safety. The Police Department is pursuing the Click-it or Ticket FY26 grant. The grant reimburses expenses for paying police officers overtime to conduct click-it or ticket enforcement. The grant further stipulates that police officers working this overtime, make traffic stops for dangerous driving behavior, such as speeding or reckless driving, and issue citations when drivers and/or passengers are not properly using safety restraint devices. Citations for primary infractions are discretionary based on Department policy.

FINANCIAL CONSIDERATIONS

The grant reimburses overtime at the actual overtime rate for the officer working Click-it or Ticket enforcement.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Apply for and accept the grant to dedicate police officers working overtime specifically for the purposes outlined in the grant, or
2. Do not accept the grant. Police officers will continue to conduct traffic enforcement as call load allows for.

STAFF RECOMMENDATIONS

Staff recommends approving and accepting the grant.

Attachments: a. Grant application packet.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

FEDERAL FISCAL YEAR 2026 CLICK IT OR TICKET APPLICATION FOR FUNDS

Statewide Mobilizations: April 6 - April 12, 2026; May 18 - May 31, 2026 *; July 20 - July 31, 2026

Click it or Ticket Campaign Goal:

Increase compliance with Colorado's occupant protection and graduated drivers licensing laws (GDL) and increase public awareness of the likelihood of receiving a ticket and suffering serious or fatal injuries for failing to properly use occupant protection systems.

By Applying for funding, your Agency agrees to:

1. Provide overtime enforcement of Colorado's child passenger safety, GDL, and adult occupant protection laws through speeding and other aggressive/hazardous driving contacts during authorized time periods;
2. **Strictly enforce** all child, teen, and adult occupant protection laws with a **zero tolerance stance**;
3. Provide CDOT with a copy of your agency's current seat belt policy, in the space provided on page 2 of this application;
4. Complete attached risk assessment on page 3.
5. Enforcement results must be submitted through CDOT preferred channels by specified deadlines in order to receive OT reimbursement; *Further details will be provided to awarded Agencies by your Law Enforcement Liaison.*
6. Claims for reimbursement are due within 45 days following each enforcement period. We cannot guarantee payment for claims submitted beyond the 45 day due date. Claims must be submitted through CDOT preferred channels; *Further details will be provided to awarded Agencies by your Law Enforcement Liaison.*

***The CIOT grant's intent is to balance enforcement efforts and financial resources equally across the three designated enforcement periods to multiply local and national efforts to raise seatbelt use. Agencies that receive funding are required to participate in the National Mobilization CIOT enforcement campaign in May. Participation in subsequent CIOT enforcement waves is highly encouraged.**

All Colorado law enforcement agencies are eligible for the three statewide enforcement periods.

Allowable Charges: Reimbursement for individual enforcement activities at the agency's overtime rate (i.e. time and a half).

All fields highlighted in yellow are required.

(Press tab to advance to next field on page)

Agency Contact Information

Agency Name:		Agency Address:	
Project Coordinator:		Coordinator Email:	
Rank/Position/Title:		Coordinator Phone:	
Secondary Contact:		Secondary Email:	
Rank/Position/Title:		Secondary Phone:	

Budget Request

Click it or Ticket Enforcement Waves	Average OT Rate	Total Overtime Hours per Wave	Enforcement Period Total
April 6 - 12, 2026			
May 18 - May 31, 2026* (National Enforcement)			
July 20 - July 31, 2026			
Total Requested:			

Supporting Data

2025 Occupant Protection Data	
If you did not participate in Click it or Ticket in 2025 you may write N/A	
Unrestrained Fatalities:	
Unrestrained SBI's:	
OP Citations During Click it or Ticket:	
OP Citations Outside of Click it or Ticket:	

Check box if this is the **first** time your agency will receive Click it or Ticket Funds ☐

Application Agreement & Signature

**By signing this form you are not only applying for this grant but approving CDOT to use the information provided for the National Enforcement wave as the basis of CDOT's required year end accrual estimates.*

I declare under penalty of perjury in the second degree, and any of the applicable state or federal laws, that the statements made within this application are true and complete to the best of my knowledge.

I have read and understand the above Reporting and Reimbursement requirements and will comply with these requirements.

Applicant agency Authorizing Official eSignature (person with contracting authority): /s/	Date:
---	-------

Scroll down for page 2

Submit completed application to your Law Enforcement Liaison

Application is due by Friday, January 30, 2026 5:00 PM MT

CDOT USE ONLY

Award Amount to be issued in the form of a Purchase Order:

This amount may differ from the amount requested by the applicant

Awarded by: Josephine Oldaker - josephine.oldaker@state.co.us

Date:

Law Enforcement Agency Seat Belt or Occupant Protection Policy

(Required)

Agency Name:

Date of last revision:

copy and paste or attach your agency's seat belt policy below

If you run out of space, you may attach a copy of your policy and turn it in along with your application.

Scroll down for page 3

Click it or Ticket Applicant Risk Assessment

FFY26

To be completed by the Grantee Applicant

All fields highlighted in yellow are required

Agency:		Date:	
UEI #:		UEI Expiration:	
In order to receive funding, Agency must be registered with sam.gov, possess a valid UEI number and renew annually.			
Amount Requested For FFY26 Click it or Ticket:			
Form Completed by:			
		Yes	No
1a	If awarded, will this be your agency's first time receiving funds for this program?		
2a	Was your agency awarded funds for this program last federal fiscal year?		
3a	Did your agency expend more than \$1,000,000.00 in federal funds last fiscal year?		
4a	Do you have a dedicated individual(s) to manage this program?		
	If yes, who?		
5a	Does your department primarily utilize single-officer patrol units or two-officer units?		
6a	Staffing Level		
	What is your agency's total <u>authorized</u> number of sworn personnel?		
	What is your agency's <u>current total</u> number of sworn personnel?		
	Current staffing percentage:		

Notes/Comments/Clarification:

Highway Safety Office Use Only

Assessor Name:		Date:	
Risk Assessment Scoring Rubric			Total Points
1b	First Time award?	Yes	No
	Points:	50	0
2b	Awarded last fiscal year?	Yes	No
	Points:	0	20
3b	Federal Funds exceed \$1M last fiscal year?	Yes	No
	Points:	10	0
4b	Dedicated staff to manage program?	Yes	No
	Points:	0	10
5b	Staffing Level Points:	75-100%	50-75%
		5	10
	Amount of the Award Points:	\$5,000	\$10,000
		5	10
Rating Scale	Low 0-20	Med 21-40	High 41+
		Total Points: Risk Level:	



SUBJECT FOR DISCUSSION

Approving a Resolution for Coverage Under the Fire and Police Pension Association (FPPA) Retirement Plan for Police Officers

SUMMARY STATEMENT/BACKGROUND DISCUSSION

In an effort to improve recruitment and retention, and provide a robust retirement program for Fort Lupton Police Officers, the Department explored the feasibility of FPPA retirement plans.

FPPA offers a defined benefit retirement, guaranteeing a defined retirement amount paid monthly for Police Officers upon retirement from service. The retirement plan requires a change to personnel rules, changes the structure of retirement contributions for employees and the City, and binds the City to FPPA for all Police Officers hired after the effective date of the plan.

Signing the resolution allows FPPA to begin the process of evaluating individual retirement accounts, provide individual education sessions, and assist current staff members in selecting the most appropriate option for their retirement. Current staff will have the option of selecting FPPA's retirement program or remaining with the City's current retirement program. Moving forward, all new staff must utilize FPPA retirement.

Finalizing and accepting FPPA retirement will be brought to council on a separate AM at a later date.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

City Attorney has reviewed the agreement.

ALTERNATIVES/OPTIONS

1. Sign the resolution to proceed with the FPPA process.
2. Do not sign and remain with the current retirement plan.

STAFF RECOMMENDATIONS

Staff recommends signing the resolution.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

**Form of Resolution for the Partial Reentry Process
for a Local Money Purchase Plan**

RESOLUTION NO. _____

A RESOLUTION REQUESTING COVERAGE UNDER
THE FPPA STATEWIDE RETIREMENT PLAN
ADMINISTERED BY THE FIRE AND POLICE PENSION ASSOCIATION (FPPA)
FOR NEW **POLICE OFFICERS** FOR THE
CITY OF FORT LUPTON

WHEREAS, pursuant to FPPA Rules and Regulations Rule 702, **CITY OF FORT LUPTON** may elect to cover all newly hired **Police Officers** under the FPPA Statewide Retirement Plan in lieu of coverage under the **COREBRIDGE FINANCIAL RETIREMENT PLAN**; and

WHEREAS, after consideration of this matter **CITY OF FORT LUPTON** has determined to have all newly hired **Police Officers** meeting the definition of Member under Rule 101 participate in the **Defined Benefit Component** beginning on the Effective Date for New Hires, as defined herein; and

WHEREAS, pursuant to Rule 702, all current members of the **COREBRIDGE FINANCIAL RETIREMENT PLAN** may individually elect to participate in the Statewide Retirement Plan or may remain in the **COREBRIDGE FINANCIAL RETIREMENT PLAN**;

WHEREAS, a meeting was held on this date, **CITY OF FORT LUPTON (known herein as The Employer)** determined to take the following action;

NOW, THEREFORE, BE IT RESOLVED BY THE **CITY COUNCIL OF CITY OF FORT LUPTON** AS FOLLOWS.

1. **CITY OF FORT LUPTON** hereby requests that the effective date of coverage be **July 4, 2026**.
2. The Employer elects to offer the Members who are active prior to the Effective Date of coverage (or an earlier date as agreed upon after filing the Certification of Compliance), the option of continuing to participate in the Local Money Purchase Plan or to participate in one of the following Components of the Statewide Retirement Plan:
 - ☒ Defined Benefit Component
 - ☐ Hybrid Component
 - ☐ Money Purchase Component
3. The Member and Employer contribution rates to the Components selected in number two (2) above and the Local Money Purchase Plan on the effective date of entry, for Members who are active prior to the Effective Date for New Hires, shall be as indicated on [Exhibit A](#) of this resolution.
4. The **CITY OF FORT LUPTON** elects to cover all Members hired on or after **July 4, 2026**, or such earlier date after the filing of the Certification of Compliance designated by the Employer (known herein as the Effective Date for New Hires), under the **Defined Benefit Component** at the contribution rates set forth in [Exhibit B](#).

5. The Employer shall transfer all of the current active Members' account balances to the Statewide Retirement Plan Money Purchase Component for all Members moving to FPPA.
6. The Members' employer accounts shall be 100% vested upon transfer to the FPPA Statewide Retirement Plan.
7. The Local Money Purchase Plan **does** provide for loans to plan members. Loans to plan members shall be transferred to the Money Purchase Component as part of the transfer of assets of the Local Money Purchase Plan, subject to approval and acceptance by FPPA.
8. The Employer acknowledges that the election for coverage under the FPPA Statewide Retirement Plan is irrevocable once the final Certification of Compliance is filed by the Employer and approved by FPPA.
9. Part-time **Police Officers**, if applicable, hired by the **CITY OF FORT LUPTON** after the effective date of entry **shall not** participate in the Statewide Money Purchase Plan administered by FPPA.
10. Part-time Police Officers employed by the **CITY OF FORT LUPTON** on the effective date **will not** participate in the Statewide Money Purchase Plan.
11. In addition to this Resolution, **CITY OF FORT LUPTON** understands that it must make the certifications contained in the "Form of Certification of Compliance" attached hereto as [Exhibit C](#) and which must be completed as the final Certification of Compliance by the employer. Entry into the Statewide Retirement Plan is not complete and final until the Certification is made and filed with FPPA.
12. The **CITY OF FORT LUPTON**, in conjunction with the FPPA, will prepare a disclosure statement which compare the main provisions of the Local Money Purchase Plan and the Component or Components offered under the FPPA Statewide Retirement Plan, as applicable. Said disclosure statement will be submitted to FPPA for approval. The Employer will submit the approved disclosure statement to all eligible members at least 10 days prior to the deadline for making individual elections.

MEMBER SELECTION

13. In conjunction with FPPA, the **CITY OF FORT LUPTON** shall implement a procedure for making individual selections of plan options for all eligible members pursuant to the rules and procedures established by FPPA.

The **CITY OF FORT LUPTON** understands that if the certification of compliance for coverage under the FPPA Statewide Retirement Plan is accepted, all future members of the **Police Department** who would have been covered under the Local Money Purchase Plan, will be covered under the **Defined Benefit Component** of the FPPA Statewide Retirement Plan.

That this resolution of intent shall be certified and transmitted to FPPA for processing in accordance with all applicable law and regulations as part of the application process.

RESOLVED AND ADOPTED this **20th** day of **January, 2026**.

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

Exhibit A
Contribution Rate Schedules for Members hired prior to the effective date of entry
Defined Benefit Component – Contribution Rate Schedule - Reentry Members

	1.	2.	3.	4.	5.	6.	7.
<i>Effective January 1 of Year</i>	<i>Minimum Mandatory Member Contribution Rate</i>	<i>Minimum Mandatory Employer Contribution Rate</i>	<i>Total Combined Member and Employer Contribution Rate</i>	<i>Additional required rate for Reentry Members *</i>	<i>Additional required rate for Reentry Employers *</i>	<i>Total Required Rate for Reentry Members</i>	<i>Portion of the Member contribution to be paid "after-tax"</i>
2026	12.0%	11.0%	23.0%	.95%	.95%	24.9%	0.95%
2027	12.0%	11.5%	23.5%	.95%	.95%	25.4%	0.95%
2028	12.0%	12.0%	24.0%	1.9%	0	25.9%	1.9%
2029	12.0%	12.5%	24.5%	1.9%	0	26.4%	1.9%
2030 and thereafter	12.0%	13.0%	25.0%	1.9%	0	26.9%	1.9%

- **Additional required rate of contribution for this Component is 1.9%. This additional required contribution can be paid by the Member, Employer, or split 50%/50%.**

Exhibit B
Contribution Rate Schedule for Members Hired After the Effective Date of Reentry

Defined Benefit Component- Contribution Rate Schedule

	1.	2.	3.
<i>Effective January 1 of Year</i>	<i>Minimum Mandatory Member Contribution Rate</i>	<i>Minimum Mandatory Employer Contribution Rate</i>	<i>Total Combined Member and Employer Contribution Rate</i>
2026	12.0%	11.0%	23.0%
2027	12.0%	11.5%	23.5%
2028	12.0%	12.0%	24.0%
2029	12.0%	12.5%	24.5%
2030 and thereafter	12.0%	13.0%	25.0%

Exhibit C
Form of Certification of Compliance

In order to comply with FPPA Rules and Regulations, Rule 702 it is necessary for **CITY OF FORT LUPTON** to certify the following to the FPPA Board of Directors:

- a) the **CITY OF FORT LUPTON** Police Department's Local Money Purchase Plan meets the qualification requirements of the Federal "Internal Revenue Code of 1986" that are applicable to governmental plans;
- b) by separate action **CITY OF FORT LUPTON** has adopted a Resolution to partially terminate participation in the Local Money Purchase Plan in accordance with the terms of that plan;
- c) the Resolution partially terminating participation does not adversely affect the qualified status of the Local Money Purchase Plan;
- d) the rights of the members in the Local Money Purchase Plan who were affected by the partial termination of the Local Money Purchase Plan to benefits accrued to the date of termination are non-forfeitable;
- e) active Members in the Local Money Purchase Plan who have so elected (the Transferred Members), as of the Effective Date shall become Members in the FPPA Statewide Retirement Plan;
- f) the Employer will transfer or cause to be transferred to the FPPA Statewide Retirement Plan all assets of the Local Money Purchase Plan that are attributable to the accrued benefits of the Transferred Members, pursuant to the procedure established by the Board;
- g) all Employer and Member contributions required to be made to the Local Money Purchase Plan as of the date of the partial termination have been made;
- h) Transferred Members in the Local Money Purchase Plan shall not incur a reduction in their account balances in their Local Money Purchase Plan, determined as of the Effective Date, as a result of their transfer to the FPPA Statewide Retirement Plan. For vesting purposes with regard to the Local Money Purchase Plan account balances and with regard to the Money Purchase Component of the FPPA Statewide Retirement Plan, years of service in the Local Money Purchase Plan shall be combined with Years of Service in the Money Purchase Component of the FPPA Statewide Retirement Plan. For vesting purposes with regard to the Defined Benefit Component, Years of Service Credit shall be based upon service credit either earned or purchased while in the FPPA Statewide Retirement Plan; and
- i) The Employer agrees to participate in the FPPA Statewide Retirement Plan and to be bound by the terms of the FPPA Statewide Retirement Plan and the decisions and actions of the Board with respect to the FPPA Statewide Retirement Plan;
- j) All Members hired on or after **July 4, 2026**, the Effective Date for New Hires, shall participate in the FPPA Statewide Retirement Plan Component, as previously determined by the Employer;

k) There are outstanding loans, liens, assignments, court order including domestic relations orders, or other types of encumbrances of any nature against any funds transferred to the Statewide Retirement Plan by the Trustee of the local money purchase plan. The Employer will notify FPPA at the time of transfer of any pending domestic relations orders.



SUBJECT FOR DISCUSSION

Authorize Work Order to Jacobs Engineering for Maximum Not to Exceed \$34,256.00 for Professional Engineering Services for Surge Analysis of the Non-Potable Water Main from the Pump House to Olson's Greenhouse from the Utility Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

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

The City needs professional engineering for the City's Non-Potable water distribution system. The original main to Tristate power plant along CR 31 has broken 3 times in the past 2 years. Staff suspects the pipe failures are a result of water hammer either from the pump house or at the greenhouse operations. This task with Jacobs will model the water main and analyze the system for potential water hammer.

Jacobs can begin work upon execution of the work order.

FINANCIAL CONSIDERATIONS

The 2026 Budget included \$50,000 in the Utility Fund for Engineering Plans and Studies.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the work order with Jacobs
- B. Reject and contract with another firm.
- C. Delay action on the contract to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approval of the Work Order to Jacobs for professional services to provide surge analysis for not to exceed \$34,256.00 for the Non-potable water main surge analysis project.

Attachments: a. Work Order - Jacobs.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

WORK ORDER

PURSUANT TO A MASTER AGREEMENT BETWEEN
THE CITY OF FORT LUPTON
AND
OPERATIONS MANAGEMENT INTERNATIONAL, INC
CH2M HILL Engineers, Inc.

WORK ORDER NUMBER: CH-2020-10
PROJECT TITLE: Work Order #10
MASTER AGREEMENT EFFECTIVE DATE: August 5, 2019
OWNER'S REPRESENTATIVE: Roy Vestal
WORK ORDER COMMENCEMENT DATE: February 1, 2026
WORK ORDER COMPLETION DATE: May 1, 2026
MAXIMUM FEE: (time and reimbursable direct costs): \$ 34,256.00

PROJECT DESCRIPTION/SCOPE OF SERVICES: Services shall include design and consulting input on Water Treatment Plant, Distribution, Wastewater Treatment Plant, Collection System repairs, maintenance, and operational projects located in Fort Lupton. Refer to Attachment A – Scope of Services and Attachment B- Fee Sheet.

CH2M HILL Engineers, Inc. (ENGINEER) agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Agreement, Appendix J, between the parties. In the event of a conflict between or ambiguity in the terms of the Master Agreement and this Work Order (including the attached forms) the Master Agreement, Appendix J, shall control.

The attached forms consisting of (7) pages are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given after all parties have signed this document.

ENGINEER: CH2M HILL Engineers, Inc.

By: _____ Date: _____
Name: _____ Title: _____

OWNER'S ACCEPTANCE & EXECUTION:

This Work Order and the attached Contract Documents are hereby accepted and incorporated herein by this reference.

ACCEPTANCE: _____ Date: _____
Name, Project Manager

City of Fort Lupton Water Treatment Plant Surge Analysis

Scope of Services

Jacobs Engineering Group Inc. (CONSULTANT) agrees to furnish the City of Fort Lupton, CO, CITY (CITY) engineering services to develop a surge analysis model on the pumped non-potable waterline from the pump station to the Greenhouse. The CONSULTANT's estimated professional services costs for the project are based on the elements included in the task descriptions below.

It is understood that the CITY will designate Roy Vestal as the primary points of contact for the work performed under this agreement, with authority to transmit instructions, receive information, interpret and define CITY policies and decisions relative to elements pertinent to the work covered by this Scope of Services.

Project Purpose and Background

The waterline from the non-potable pump station to the greenhouse has had multiple failures with burst pipe. The purpose of this Project is to perform engineering services to develop a surge analysis model to help identify the problem and present concepts of possible solutions.

The following tasks are included in this scope:

1. Project Management
2. Surge Analysis Model and Technical Memorandum

Task 1—Project Management

The purpose of this task is to manage, coordinate, and lead the CONSULTANT Team's activities and perform administration of the Fort Lupton Metering and Sample Station services. The CONSULTANT will perform the following subtasks as part of this Task.

Sub Task 1.1 – Project Management, Project Execution Plan

The CONSULTANT's project manager shall prepare, implement, monitor, and update the Project Execution Plan throughout the project. The Project Execution Plan will be prepared to guide the direction of the Project Team. It will include descriptions of the roles and responsibilities of team members, communications plan, cost and schedule control procedures, document control, change management, and other project management requirements. The Project Execution Plan will be distributed to the CITY and project team members.

CONSULTANT will manage the health, safety, and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.

CONSULTANT will coordinate with responsible parties to correct conditions that do not meet applicable federal, state, and local occupational safety and health laws and regulations when such conditions expose CONSULTANT staff, or staff of CONSULTANT's subcontractors, or CITY staff to unsafe conditions.

This task includes the activities associated with administration of the Contract and coordination with the CITY.

Task Deliverable(s)

- Project Execution Plan

Sub Task 1.2 - Progress Meetings

CONSULTANT will schedule and conduct monthly progress meetings with the CITY during the design phase. The meetings will include a review of current and upcoming tasks as well as a review of the project schedule. The meetings will also be an opportunity to resolve outstanding issues and plan the project execution for the next month. CONSULTANT will provide an agenda and will prepare and distribute meeting minutes for each meeting along with action items and decision logs. Meetings will include the project manager and up to one additional staff.

Task Meeting(s)

1. Monthly Progress Meetings

Task Deliverable(s)

1. Agenda and Meeting Summaries
2. Action Items, Decision Log, and Needs List

Sub Task 1.3 - Progress Reporting and Invoicing

CONSULTANT's project manager will prepare and submit to the CITY's project manager, monthly, a brief cost and schedule status report. The report shall include a narrative description of progress to-date, actual costs for each Task, estimates of percent complete, and potential cost variances.

This task also includes preparation of monthly invoices.

Task Deliverable(s)

1. Monthly Progress Reports and Invoices

Sub Task 1.4 - Project Team Kick-off Meeting

A kick-off workshop shall be conducted with CITY staff to confirm the project scope, engage in preliminary technical discussions, and discuss project schedule. CONSULTANT's project manager, process engineer and senior advisor will attend remotely.

At this meeting, details contained within the Project Execution Plan will be presented and discussed. If necessary, the Project Execution Plan will be revised to reflect input received at the meeting. Meeting minutes will be prepared and distributed to attendees.

Task Meeting(s)

1. Kick-off Meeting Workshop

Task Deliverable(s)

1. The CONSULTANT shall prepare a workshop agenda and summary and deliver one electronic copy of each to the CITY.

Task 2—Hydraulic Surge Analysis

Sub Task 2.1 – Data Collection

CONSULTANT will rely upon information used and incorporated into a water distribution model prepared by the CITY. CITY will provide additional details for the pump station piping, capacity and operations needed to refine the model as necessary to perform the surge analysis. The following required information includes a description of the geometric features of the model domain and the flow conditions to be evaluated. The fundamental information requirements are listed below:

- Appropriate information on the system including pipe network and profile, pipe material, sizes and lengths.
- Pump station data and operation modes
- Air and control valve locations and operation
- Existing surge control devices (No devices known)
- For the existing model, much of this information may be available. However, some additional input, such as pipe material, thickness, stated and de-rated pressure limits will likely be required.
- History of past problems or flow characteristic data

Task 1 Deliverables:

- Draft and Final Technical Memorandum,
- Data request
- Agenda and Meeting Summary

Task Meeting(s)

1. CONSULTANT will attend one site visit prior to development of the hydraulic model to investigate the system and verify that all integral components of the distribution system can be represented in the hydraulic model.

Task Deliverable(s)

1. None

Sub Task 2.2 – Hydraulic Model Development

The CONSULTANT's advanced hydraulics team will perform a surge evaluation of the Pump Station and distribution system as described below. This analysis will evaluate likely worst case surge scenarios such as a power failure pump shutdown to determine the potential surge pressures associated with the pipeline system. This analysis will be performed for the maximum flow conditions. If the initial analysis indicates that surge conditions may be leading to excessive positive or negative pressures, additional surge analysis will be performed to evaluate potential surge mitigation alternatives. This analysis will also provide a description of the steady state flow conditions for the system.

The following work will be performed to complete the surge analysis.

- Review Information – Review appropriate information to be provided by CITY on the system including pipe network and profile, pipe material, sizes and lengths, storage/reservoir locations and settings, pump station data and operation modes, air and control valve locations and operation, and existing surge control devices.
- Develop Initial Steady State Model - Prepare node, pipe, and appurtenance (pump, valve, reservoir) data for input into the existing pipe network model to perform a steady-state analysis as the initial conditions for the surge analysis.
- Develop Boundary Conditions - Prepare data such as acoustic wave speed and boundary conditions for input into the transient analysis models.
- Baseline Surge Analysis - Perform a base surge analysis simulating power failure (or other appropriate operating scenarios, up to two additional scenarios) with no additional surge protection using the transient analysis program.
- Surge Mitigation - Determine necessary surge control and mitigation alternatives and test them through analysis. These may include:
 - Surge chambers (hydropneumatic tank)
 - Surge relief valves
 - Air admission/air release valves
 - Surge arrestor valves
 - Surge tanks (open to atmosphere)
 - Bypass lines
 - Flywheels

CONSULTANT will develop a draft and final technical memorandum (TM) describing the system characteristics, boundary conditions, results, and conclusions including the advantages and disadvantages of proposed surge mitigation measures. The TM will include evaluation of an initial configuration of the model and up to two mitigation alternatives. The results presented will summarize the analysis, results, and recommendations and conclusions. This will include description, figures, graphs, and discussion related to finalizing the analysis.

CONSULTANT will receive CITY comments to the Draft TM. CONSULTANT will address CITY comments and, if necessary, refine the analysis. A virtual workshop will be conducted to review the draft TM.

CONSULTANT will prepare the final TM with recommendations, tables and figures illustrating the simulated distribution system response to the surge condition. The final TM is anticipated to include the following figures:

- Envelopes of maximum and minimum hydraulic grade lines and pressures for various alternatives
- Pressure versus time plots at selected locations in the system for various alternatives
- A schematic showing system layout with labeled pipes and nodes that define locations described in previous figures

Task Meeting(s)

1. Surge model presentation.

Task Deliverable(s)

2. Draft and Final Technical Memorandum

Assumptions

CONSULTANT's estimate of engineering costs for the project is based on the elements included in task descriptions above, and the following assumptions:

1. The CONSULTANT's surge evaluation will be performed on the preliminary design information to be provided by CITY, any additional analysis, not included in the scope of services, will be required to evaluate the final pump station design conditions based on design parameters changes or findings from the initial evaluation recommending surge mitigation design elements for implementation. Final design of surge mitigation is not included in the scope of services.
2. CONSULTANT will reasonably rely upon the completeness and accuracy of data and information provided by the CITY or others in completion of CONSULTANT's services.
3. CITY will examine information submitted by CONSULTANT and render in writing or otherwise provide decisions within two weeks.
4. CITY will give prompt notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or of any defect in the work of CONSULTANT.
5. CONSULTANT will provide the CITY with deliverables as defined respectively in this scope of services.
6. Deliverables will be distributed electronically via email (typically pdf format, Word format, or Excel format; and others as appropriate).
7. Updated Distribution Model will be transmitted to the CITY in the Innovyze InfoWater Pro 3.0 format.

8. Meetings with the CITY are generally anticipated to be conducted virtually through MS Teams. In person meetings, when agreed upon, will be held at the CITY's office in Fort Lupton or at the CONSULTANT's Loveland office.
9. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Professional's opinions, analyses, projections, or estimates.

Schedule

The following schedule is anticipated for the Surge Analysis.

TABLE 1 – PROJECT SCHEDULE

Task	Estimated Completion Dates
Surge Model following Receipt of Necessary Data	8 weeks
Draft Technical Memorandum following Surge Model Review	2 weeks
Final Technical Memorandum following Receipt of City Comments	2 weeks

Payment

Compensation will be on a time and expense basis with labor billed at hourly labor rates based on labor code. Subconsultant expenses billed at actual cost, plus multiplier of 1.08, and direct expenses at actual cost or standard billing rates. The hourly billing rates include allowances for salary, benefits, overhead, and profit. Other expenses will include travel, printing, mailing, copying, supplies, and other similar costs incurred in performance of the work. A budgetary amount for the CONSULTANT's services is included in **Attachment 1**.

The CONSULTANT shall make reasonable efforts to complete the work within this budget and will keep the CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary. The CONSULTANT shall not exceed the total budgetary amount without prior written approval from the CITY. CONSULTANT is allowed to manage to the overall total budget, which allows underruns or overruns at the subtask level.

Attachment A-1 - Fee Sheet Estimate

Jacobs Engineering Group Inc.

Project: Distribution Hydraulic Surge Modeling - Pump Station to Green House

Client: City of Fort Lupton

Date: Wednesday, January 15, 2025

			Staff												
				Al Paquet	Brad Schutt	David Jacobs	Daniel Morse	Kevin Nielsen	Luba Moroz			Task Total Hours	Task Total Labor Cost	Task Expense	Total Task Cost
			Project Role	Client Service Manager	Project Manager	Engineer Specialist	Engineer Specialist	Principal Technologist QC	Project Controls						
Task	Sub Task	Task Name	Hourly Rate	\$255.00	\$214.00	\$214.00	\$220.00	\$255.00	\$150.00						
001		Project Management and Quality Control		1	12	1	1	1	4	0	0	20	\$ 4,112	\$ -	\$ 4,112.00
002		Hydraulic Surge Analysis		1	4	12	102	15	0	0	0	134	\$29,944.00	\$ 200	\$30,144.00
		Total Hours		2	16	13	103	16	4	0	0	154			
		Total Cost		\$ 510	\$ 3,424	\$ 2,782	\$ 22,660	\$ 4,080	\$ 600	\$ -	\$ -	\$34,056	\$ 34,056	\$ 200	\$34,256.00



SUBJECT FOR DISCUSSION

Accepting a Proposal from Yoder Chevrolet for the Purchase of a 2026 Silverado 3500 Crew Cab Utility Truck for the Amount of \$74,820.86, Allocated from the Parks Capital Improvement Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This truck will have several uses including:

- The ability to shuttle multiple seasonal workers to the job site
- Pull the trailer that carries the skid steer
- Haul all of the irrigation equipment to multiple job site
- Hold our compressor for irrigation projects
- Haul long irrigation pipe on top rack

This truck will be replacing our 2008 Chevy single cab utility truck which will be going to Public Works for the new locator position.

FINANCIAL CONSIDERATIONS

Staff budgeted \$75,000.000 to purchase the utility truck from Parks Capital Improvements (100-3500-575000)

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

To submit the truck to a bid process for purchase.

STAFF RECOMMENDATIONS

Staff recommends to approve the quote from Yoder Chevrolet with the price of 74,820.86. This price came from GM bid assist which guarantees the lowest government pricing.

- Attachments:**
- a. Yoder Chevrolet Quote
 - b. Warranty Information

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

YODER

CHEVROLET



YODER CHEVROLET
601 DENVER AVENUE
FORT LUPTON, CO 80621

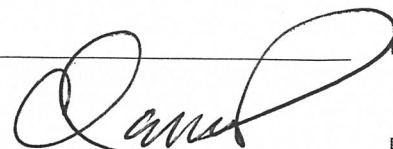
Salesperson: Gerado Mendoza

Deal #: 102696

Date: 01/06/2026

BUYERS NAME(S): CITY OF FORT LUPTON				CELL PHONE:			
ADDRESS: 130 S MCKINLEY AVE				CITY, STATE, COUNTY, ZIP: FORT LUPTON, CO 80621		WORK PHONE:	
MOTOR VEHICLE INFORMATION							
YEAR: 2026	MAKE: CHEVROLET	MODEL: SILVERADO 3500HD	VIN: 1GB4KSEY8TF159182	MILES: 7	COLOR: SUMMIT WHITE	STOCK #: F0426	
TRADE INFORMATION							
YEAR:	MAKE:	MODEL:	VIN:	MILES:	COLOR:	STOCK #:	
PAYOFF TO:		ADDRESS:		PHONE:	PAYOFF AMOUNT:		GOOD UNTIL:
TRADE 2 INFORMATION							
YEAR:	MAKE:	MODEL:	VIN:	MILES:	COLOR:	STOCK #:	
PAYOFF TO:		ADDRESS:		PHONE:	PAYOFF AMOUNT:		GOOD UNTIL:

DELIVERED PRICE	78,206.00
ACCESSORIES	N/A
1. LIST PRICE: Car & Accessories	78,206.00
2. LESS TRAD-IN ALLOWANCE: (Including discount from list price.)	N/A
3. SUBTOTAL OR CASH PRICE:	78,206.00
4. DELIVERY & HANDLING:*	N/A
5. TAXABLE SALE PRICE:	78,206.00
6. CITY SALES TAX:	N/A
STATE SALES TAX:	N/A
COUNTY SALES TAX:	N/A
RTD TAX:	N/A
LUXURY 0.00% TAX:	N/A
7. BALANCE OWED ON TRADE(S):	N/A
8. TOTAL:	78,206.00
9. REBATES:	3,400.00
Title - Cash	7.20
Temp Tag	7.66
10. CASH DOWN:	N/A
11. EXTENDED SERVICE CONTRACT:	N/A
12. BALANCE DUE ON CASH SALE:	74,820.86

EMAIL ADDRESS: Customer Agrees to pay difference if sales tax is greater than amount collected. X _____ Customer guarantees to pay difference if payoff is greater than expected. X _____ REMARKS: REBATES 3400 COMES FROM BID ASSISTANCE
ALL VEHICLES SOLD "AS IS" OR "WITH ALL FAULTS" UNLESS A SEPARATE AGREEMENT IS FURNISHED. CAUTION: THIS AGREEMENT CONSISTS OF TWO PAGES. SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITION. BUYERS(S) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.
BUYERS SIGNATURE: _____ DATE: 01/06/2026 CO-BUYERS SIGNATURE: _____ DATE: N/A ACCEPTED BY DEALER:  DATE: 01/06/2026

*THIS CHARGE REPRESENTS COST AND ADDITIONAL PROFIT TO SELLER FOR ITEMS SUCH AS INSPECTION, CLEANING AND ADJUSTING NEW AND USED VEHICLES AND PREPARING DOCUMENTS RELATED TO THE SALE.

2026 SILVERADO 3500 SRW CREW WT 4WD			GENERAL MOTORS LLC
GAZ SUMMIT WHITE	/V8D		
H1T JET BLACK			RENAISSANCE CENTER
ORDER NO. FMXCNP/TSC	STOCK NO.	DETROIT	MI 48243-1114
VIN 1GB 4KSE Y8 TF159182			VEHICLE INVOICE 10D16930629
*****5283*****13*10030S			
MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL - STOCK
CK30943 SILVERADO 3500 SRW CREW W	53300.00	50421.80	INVOICE 11/04/25
DWI TRAILERING MIRRORS - HEATED,	660.00	600.60	SHIPPED 10/21/25
POWER-ADJUSTABLE, AUTO-DIMMING			EXP I/T 11/07/25
W/ TURN INDICATORS			INT COM 11/19/25
POWER FOLDING/MANUAL EXTENDING			PRC EFF 10/21/25
FE9 50-STATE EMISSIONS	N/C	N/C	KEYS Z1045 Z1045
GU6 REAR AXLE: 3.42 RATIO	N/C	N/C	WFP-S QTR OPT-1
JGT GVWR: 12,250 LBS. (5,557 KG)	N/C	N/C	FAN: 000858926
KI4 120V INTERIOR POWER OUTLET	150.00	136.50	BANK: ALLY BANK
L5P ENG: DURAMAX 6.6L TURBO-DIESEL	9990.00	9090.90	CHG-TO 10-030
MGM TRANSMISSION, 10-SPEED AUTO	N/C	N/C	SHIP-TO 59-209
PCV WT CONVENIENCE PACKAGE	425.00	386.75	SCELZI ENTERPRISE
* DEEP-TINTED GLASS			LA SALLE CO
* REAR-WINDOW DEFOGGER			
PYT 18" PAINTED STEEL WHEELS	N/C	N/C	SHIP WT: 7259
VYU SNOW PLOW PREP/CAMPER PACKAGE:	150.00	136.50	HP: 52.6
* INCREASED FRONT GAWR			GVWR: 12250
* SKID PLATES			GAWR.FT: 6000
* ROOF EMERGENCY LIGHT			GAWR.RR: 7250
PROVISIONS W/ PASS THROUGH			EMPLOY: 60842.26
V46 CHROME BUMPERS	100.00	91.00	SUPPLR: 63256.73
ZW9 PICKUP BOX DELETE:	1155.00-	1051.05-	NTR: 1
DELETES PICKUP BOX,			EMPINC: 3677.09
REAR VISION CAMERA AND OTHER			SUPINC: 1262.62
STANDARD EQUIPMENT			
ZYG ALL TERRAIN TIRE, SPARE	380.00	345.80	
5N5 REAR CAMERA KIT	73.00	66.43	
9L7 UPFITTER SWITCH KIT (5)	150.00	136.50	
(CUSTOMER RESPONSIBLE FOR			
INSTALLATION)			
SCELZI ENTERPRISES, INC.			

TOTAL MODEL & OPTIONS	64223.00	60361.73	ACT 237	61030.04
DESTINATION CHARGE	2595.00	2595.00	H/B 261	1926.69

TOTAL	66818.00	62956.73	PAY 310	62956.73
MEMO: TOTAL LESS HOLDBACK AND				
APPROX WHOLESALE FINANCE CREDIT	59910.74			

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

YODER CHEVROLET

Scelzi Enterprises of Colorado, Inc.

203 5th Ave
LaSalle CO 80645

REMIT TO:
PO Box 12066
Fresno CA 93776

Invoice

Date	Invoice #
11/19/2025	299256

Bill To
Yoder Chevrolet 601 Denver Ave Fort Lupton, CO 80621-2159 US

Ship To
YODER CHEVROLET 601 DENVER AVE FORT LUPTON, CO 80624

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Work Order#
C50143	Net 10 w/ PO	RK	11/19/2025	SCELZI DELI...	ORIGIN	299256

Quantity	Item Code	Description	Price Each	Amount
0	Body Info	Body Info: - Model: SB-98-79-49-38-VO - Serial Number: 102567408 CO - Key Number: W51 - Key Qty: 4.00 - Finish: Painted - Color: 60-3458413 - Olympic White	0.00	0.00
0	Chassis Info	Chassis Info: - VIN: 1GB4KSEY8TF159182 ←	0.00	0.00
1	SB-98-79-49-38-VO	SERVICE BODY 98 LONG, 79 WIDE, 49 FLOOR, 38 COMPARTMENT HEIGHT 1EA - ALL LIGHTS LED 1EA - 1- FUEL FILL ASSEMBLY	15,155.00	15,155.00
1	BUMPER SIG - 6	6" DIAMOND PLATE STEP BUMPER WITH POLYUREA 1EA - CLASS 5 RECEIVER HITCH 1EA - 7 PRONG RV PLUG 1EA - RELOCATE FACTORY BACK UP CAMERA	0.00	0.00
1	LADDER RACK - ...	2" X 3" X 120 WALL FORKLIFT ACCESS -POWDER COATED WHITE	0.00	0.00
1	WEIGHT CERTIFI...	WEIGHT CERTIFICATE OF COMPLETED UNIT 9000 LBS	45.00	45.00
1	HAZ MAT - HWD ...	HAZARDOUS WASTE DISPOSAL FEE	50.00	50.00
1	FET-NON	NON-TAXABLE: FEDERAL EXCISE TAX 12,250 VEHICLES UNDER 33,000 LBS NOT SUBJECT TO FET	0.00	0.00
1	TRANSPORTATI...	ONE WAY TRANSPORTATION	0.00	0.00
		Total sales tax calculated by AvaTax	0.00	0.00
			Total	\$15,250.00
			Payments/Credits	\$0.00
			Balance Due	\$15,250.00

SCELZI LIMITED WARRANTY

What is covered under the Warranty?

- All Scelzi installed Signature Series Body ~ 3 Year Warranty or 36,000 miles
- Scelzi installed Crown Series Body ~ 3 Year Warranty or 36,000 miles
- All Scelzi installed Flatbed, Western Flatbed, Contractor Bodies, Chipper Bodies, Landscaper Body, Dump Bodies, and Water Trucks ~ 1 Year Warranty or 12,000 miles
- All Scelzi installed Flatbeds and Contractor Bodies with Aluminum Flooring ~ 2 Year Warranty or 24,000 miles

Scelzi Enterprises, Inc., ("Scelzi") upon installation, warrants each product to be free from defects in material, workmanship and rust-through or corrosion from the date of purchase. Scelzi warrants its factory applied topcoat against material defects for a three (3) year or 36,000 mile period, two (2) year or 24,000 miles or one (1) year or 12,000 miles (depending on the body type referred to above) whichever occurs first. The limited warranty period begins on the date of purchase by the original end user purchaser or six months from the date the product was shipped from Scelzi Enterprises Inc, whichever comes first, and ends at the conclusion of the applicable limited warranty period.

This Warranty applies only when the Product is properly installed by Scelzi or by an authorized Scelzi installer, properly maintained and used for the purpose for which it was designed.

Who benefits from the Warranty?

Scelzi's obligation under this Warranty automatically applies to the original purchaser of the Product. Owners must register the product with Scelzi for the warranty coverage to be valid. This warranty does not extend to or include dealer trade transactions.

How is a warranty claim handled?

The purchaser shall immediately notify Scelzi Enterprises, Inc. of any claim under this Warranty by calling the warranty department at 800-858-2883. The purchaser must have the following information available: date of purchase, product model, serial numbers and chassis vehicle identification number. The purchaser must provide a detailed description of the alleged defect including photographs of the specific defect and pictures of the complete unit. All repairs must be authorized in writing by Scelzi prior to any work being performed. If the purchaser initiates any work without such written authorization, this Warranty shall be void and of no force and effect. THERE ARE NO EXCEPTIONS TO THIS PROVISION!

If, after inspection, Scelzi determines the Product is defective in material or workmanship as claimed, Scelzi shall have the option to repair the defect and/or to replace the Product, at Scelzi's sole and absolute discretion. Labor required to repair defective material or workmanship will be covered for the period specified above depending on the body type purchased (excludes wood material). Scelzi shall not be liable for additional costs to the purchase, including, but not limited to, any labor cost for installation, removal, or reinstallation of any defective Product to or from the

vehicle, for any transportation cost, and/or for any rental reimbursement, loss of vehicle use, inconvenience, storage, or lost time/pay.

Purchaser shall prepay all freight charges for returning the Product to Scelzi, or any other location designated by Scelzi, and for receiving the returned product. All warranties are VOID if any repair, replacement or body swap is not completed pursuant to this Warranty by Scelzi or Scelzi authorized installers. Any Warranty work shall be F.O.B. Scelzi or Scelzi authorized installers.

What are the exclusions to the warranty?

This warranty shall not apply to:

1. Accessories or services not furnished by Scelzi or damage/corrosion caused by such accessories or services, including but not limited to, optional parts, aftermarket products, components, installation, finish painting, lettering, wiring or modifications.
2. Damage or corrosion, including surface rust, due to normal wear and tear such as stone chips, chemical treatments, and exposure due to airborne contaminants/pollutants.
3. Damage due to accident, misuse, abuse, or alteration.
4. Damage caused by aftermarket spray on bedliner installation.
5. Product(s) purchased and used outside the USA and Canada.
6. Product(s) not properly maintained per maintenance instructions.
7. Labor for wood floors and wood side racks that are found defective within the first year.
8. All add-on attachments not manufactured by Scelzi and all modifications and alterations not performed by Scelzi.
9. Accessory products that are included in a customer order but not manufactured by Scelzi (i.e., cranes, aerial lifts, lift gates, generators, etc.) are covered by an accessory product manufacturer's warranty in effect at the time of delivery and are subject to the terms of such Manufacturer's Warranty. Purchaser is advised that such Warranty may only cover product and not labor. In some cases, Scelzi will not undertake the warranty until the Manufacturer has determined if the item is under Manufacturer's warranty. Scelzi will only honor Manufacturer's warranty.
10. Paint or decals required following repairs or replacement of parts under warranty after one year from the date the warranty period begins.
11. Products which have been misused, abused, or damaged, including but not limited to, accidents.
12. Fatigue cracking of the body structure caused by overloading, severe off-road applications, twisting loads induced by cranes or aerial devices or similar events.
13. Specific non-rust through and paint warranty exclusions:
 - a) Products which have been used to carry corrosive materials result in rust-through conditions.
 - b) Products purchased by the first owner/user in prime paint.
 - c) Products being warranted under the no rust-through warranty must have a hole rusted through the metal.

- d) Rust on painted surfaces is not considered rust-through.
- e) Paint deterioration caused by chemical reactions including, but not limited to acid rain, industrial fallout or improper cleaning materials.

14. Products not properly maintained per the Operator's Manual.
15. No alignments after body installation.
16. Under NO CIRCUMSTANCES, whether in contract, tort, or otherwise, shall Scelzi Enterprises, Inc. or its Affiliates' and Subsidiaries' or their Respective Directors', Officers', Employees' or Agents' (HEREINAFTER COLLECTIVELY "SCELZI") total liability arising in connection with the sale exceed the amount of any sales or other proceeds received by Scelzi pursuant to any contract of sale or purchase orders.
17. Under NO CIRCUMSTANCES, whether in contract, tort, or otherwise shall Scelzi be liable for liquidated, special, indirect, incidental, exemplary, or consequential damage, expenses, or costs, including without limitation, lost profits, howsoever caused and even if the potential of such damage was disclosed and/or known.
18. Scelzi hereby disclaims and excludes and other express, implied, or statutory warranties, arising by operation of law or otherwise, including without limitation, any warranties or merchantability and fitness for a particular purpose.

ONBOARD MODULE PROGRAMMING

Scelzi Enterprises is not responsible for any cost that may be accrued due to onboard modules that must be flashed or programmed, by the dealership, due to the installation of a Scelzi body. This includes but is not limited to erratic taillight operation, backup camera programming, and any other factory programs that must be added or removed for proper operation with a Scelzi body.

DISCLAIMERS

Scelzi warrants its Products only as stated in this Warranty. Scelzi makes no other warranties, express or implied, and disclaims all other warranties, including any implied warranty of merchantability or fitness for any particular purpose.

Scelzi's obligations are limited to those expressed in this Warranty, and Scelzi shall not be liable to the purchaser or any third party for any direct or indirect, incidental or consequential damage or loss.

If any Product is improperly installed, altered, misused, damaged, or otherwise tampered with, the foregoing Warranty shall be void and of no force or effect.

This Warranty shall be enforced and construed in accordance with the laws of California. No person is authorized to modify or add to the foregoing Warranty.

"APITONG" WOOD MAINTENANCE

To prevent surface checking, cupping, and discoloration, we recommend Apitong products be maintained on a regular basis. In dry and sunny conditions, it is recommended to apply a fresh coat of shingle oil to all Apitong wood products once a month or as needed for your geographical location.

Form SL-200 (Rev 4/2025)



SUBJECT FOR DISCUSSION

Approve the Proposed Resolution Ratifying the Appointment of Lynette Pepler as a Member of the Fort Lupton Urban Renewal Authority to Serve as the Board of County Commissioners for a Term Expiring January 20, 2031.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Pursuant to the bylaws of the Fort Lupton Urban Renewal Authority (Authority), the Authority may consist of nine (9) members and one (1) alternate who shall be appointed by the Mayor, with the consent of City Council. Lynette Pepler has expressed interest in serving as the Board of County Commissioners member to FLURA.

Lynette Pepler's application has been received by FLURA staff and approved by the Mayor.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

- 1) Approve the proposed resolution
- 2) Deny the proposed resolution.

STAFF RECOMMENDATIONS

Staff recommends approval of Lynette Pepler's appointment to the Fort Lupton Urban Renewal Authority for a term expiring on January 20, 2031

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2026RXXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE APPOINTMENT OF LYNETTE PEPPLER AS A MEMBER OF THE FORT LUPTON URBAN RENEWAL AUTHORITY, TO SERVE AS THE BOARD OF COUNTY COMMISSIONERS MEMBER, FOR A TERM EXPIRING JANUARY 20, 2031

WHEREAS, the current Board of County Commissioner position is vacant; and

WHEREAS, Lynette Peppler has expressed interest to serve on the Fort Lupton Urban Renewal Authority; and

WHEREAS, the Mayor, with consent of City Council, appoints members to the Board pursuant to Bylaws of the Fort Lupton Urban Renewal Authority and Colorado Urban Renewal Law; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council appoint Lynette Peppler for a five-year term as the Board of County Commissioner Member, for a term expiring on January 20, 2031 to the Fort Lupton Urban Renewal Authority.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 20th DAY OF JANUARY 2026

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approve the Finance Director's Signature on the Statement of Work for the Account Services Contract with CliftonLarsonAllen (CLA)

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Finance Department is losing its accounting manager at the end of January. This position is key to the operations of the department. It will take a minimum of eight weeks to fill this position and training will take place during the year end process including the audit of 2025 financial statements. CliftonLarsonAllen has been the City auditors for over ten years and is familiar with our organization and financials. They have an operations division that can help get us through the audit and financial statement preparations while we fill and train a new accounting manager.

FINANCIAL CONSIDERATIONS

CLA will charge \$12,500 a month for the services. The general ledger has \$120,000 budgeted in miscellaneous expenditures that can be used to pay the \$75,000 fee for six months of services.

LEGAL/POLITICAL CONSIDERATIONS

The City attorney looked over and approved the statement of work from CLA

ALTERNATIVES/OPTIONS

Do not hire CLA

STAFF RECOMMENDATIONS

Approve the finance director's signature on the statement of work from CliftonLarsonAllen for six months of accounting services at \$12,500 per month to be paid from miscellaneous services in the General Fund.

Attachments: a. Statement of Work

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Date: January 15, 2026

Special Districts 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," "your," "board of directors" or "the city"). 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

Niedermuller, Paul is responsible for the performance of the recurring services identified in this agreement.

Recurring services:

- Review monthly reconciliations and journal entries prepared by city staff
- Under the supervision of management, assist in the preparation of monthly Balance Sheet - Governmental Funds and Statement of Revenues, Expenditures, and Changes in Fund Balance reports
- Attend board meetings as requested
- Be available during the year to consult with you on any accounting matters related to the city
- As requested, assist with the reconciliation balance sheet accounts and selected revenues and expense accounts monthly and prepare journal entries

Engagement objectives, limitations, and responsibilities

We will perform this engagement in accordance with all applicable state and federal laws, and 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 misstatements in the financial statements including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the city or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the city. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement,

but will promptly report them to the board of directors of the city if they are identified. You agree that we shall not be responsible for any misstatements in the city's financial statements, the annual budget, the Application for Exemption from Audit (if applicable), and the year-end financial statements that we may not identify 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.

We are required by professional standards to identify management's responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the city's operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement:

- a)** Assigning a primary contact that will act as the main conduit for communications, logistics and other such interaction.
- b)** We will assist with the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- c)** With the assistance of CLA or other consultants, we will support the entity in complying with the laws and regulations applicable to its activities.
- d)** The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- e)** To provide us with the following:
 - i)** Access to all information relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters that we may not otherwise have access to.
 - ii)** Additional information that may be requested for the purpose of the engagement.
 - iii)** Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements.

Fees and terms

The professional fees (guaranteed through December 31, 2026) for these services are as follows:

Item	Fee
Fixed Fee	\$11,905

Included in the fixed fees are meetings and phone calls to discuss operations, business matters, and accounting matters of the entity. While the fixed fees entitle the entity to consultations with us, if organizational conditions change or the scope of the work requires substantial additional effort beyond what has been defined in this agreement, CLA agrees to perform the additional work at a mutually agreed upon price.

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate.

Municipal advisors

For the avoidance of doubt, the city is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the “Act”). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

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 and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Niedermuller, Paul

Principal
3034396053
paul.niedermuller@claconnect.com

Response

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

CLA
CLA

Paul Niedermuller

Niedermuller, Paul, Principal

SIGNED 1/16/2026, 7:36:01 AM MST

Client
City of Fort Lupton

SIGN:

Leann Perino, Finance Director

DATE:



SUBJECT FOR DISCUSSION

Approving a Resolution Appointing a Candidate to Fill the Ward II City Council Position Vacancy for a Term Beginning January 20, 2026 and Ending November 2027

SUMMARY STATEMENT/BACKGROUND DISCUSSION

At the November 4, 2025, General Election, Councilmember Chris Ceretto was elected as Mayor of Fort Lupton, leaving a vacancy in Ward II. On December 2, 2025, Resolution 2025R056 was approved by City Council declaring a vacancy for Ward II and describing the vacancy to be filled by appointment.

Applications were available at the City Clerk's office beginning December 3, 2025. The deadline to apply was December 31, 2025 at 5:00 p.m. Applicants qualified as to age, registered voter and residency in Ward II were interviewed by City Council, on January 13, 2026, at the Town Hall meeting.

The following candidates were interviewed: Art Barker, Bruce Davis, Bryan Weigel, Cody LeBlanc, Izic Urbina, Jimmy Dominguez, Julianna Williams and Matthew Fields.

The Council may now appoint one of the candidates to fill the vacancy.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

1. Make appointment from the qualified candidates to fill the vacancy

STAFF RECOMMENDATIONS

Staff seeks direction

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2026Rxx

A RESOLUTION BY THE CITY COUNCIL APPOINTING A CANDIDATE TO THE CITY COUNCIL TO REPRESENT WARD II FOR A TERM BEGINNING JANUARY 20, 2026, AND ENDING NOVEMBER 2027

WHEREAS, At the November 4, 2025, General Election, Councilmember Chris Ceretto was elected as Mayor of Fort Lupton, leaving a vacancy in Ward II; and

WHEREAS, on December 2, 2025, Resolution 2025R056 was approved by City Council declaring a vacancy for Ward II and describing the vacancy to be filled by appointment; and

WHEREAS, Applications were available at the City Clerk's office beginning December 3, 2025. The deadline to apply was December 31, 2025 at 5:00 p.m.; and

WHEREAS, after interviews were completed, the Council determined an appointment would be made at the January 20, 2026 City Council regular meeting.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council, after interviews of candidates, hereby appoint a Candidate to City Council to represent Ward II for a term beginning January 20, 2026 and ending on November 2027.

APPROVED AND PASSED BY MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 20th DAY OF JANUARY 2026.

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Award of Contract to Backhoe & Dozer Services Inc. for an Amount Not to Exceed \$76,000.00 for On-Call Grading Services from the Street Sales Tax Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Backhoe & Dozer Services Inc is owned and operated by Willie Taylor, a local resident. Willie has provided emergency snow assistance and On-Call Grading Services for the City in the past.

The City can use additional help grading and maintaining unpaved City owned streets. Past annexations have added many miles of unpaved roadways to the city limits. By assigning the northern out skirt roadways to contract, City crews can focus on the southern roads and alley grading operations on the core area where the majority of the residents live and work.

The City currently has 16.32 miles of unpaved roads to maintain. Public Works Operations has set a schedule for grading every road once every 2-weeks.

Anticipate continuing grading operations through January 2026.

FINANCIAL CONSIDERATIONS

The 2026 Street Sales Tax Fund includes \$50,000 for Contractual Services. An additional \$26,000 will need to be appropriated to provide a 2-week schedule as requested.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Contract Agreement with Backhoe & Dozer Services Inc
- Award portion of contract
- Do not approve the Contract
- resume grading with PW staff

STAFF RECOMMENDATIONS

Staff recommends approving contract with Backhoe & Dozer Services Inc for not to exceed \$76,000.00 for the Grading On-Call Services from Street Sales Tax Fund.

Attachments: a. Contract Agreement – Backhoe & Dozer Services Inc

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Agreement Grading On-Call Services

This PUBLIC WORKS Agreement is entered into by and between the City of Fort Lupton, Colorado (hereinafter "City") and **Backhoe & Dozer Services, Inc.** (hereinafter "CONTRACTOR").

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

1. **SCOPE OF WORK.** Contractor will furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated in the completed work. Contractor shall provide and perform all necessary labor in a first class and workmanlike manner and in accordance with the conditions and prices stated in the proposal and the requirements, stipulations, provisions and conditions of the contract documents. Contractor shall perform, execute, and complete all things mentioned to be done by the Contractor and all work included in the scope of work set forth and incorporated herein as **Exhibit A** (See attached) Contractor shall provide all insurance as required by Exhibit A prior to commencement of work. All certificates of insurance from contractors should list the City as an additional insured.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth as **Exhibit A**. In the event of any conflict between the specific contract terms and requirements of this Contract Agreement and any terms and conditions of Contractor or Exhibit A, the parties specifically agree the terms of this Contract Agreement shall control.

3. **TIME OF COMPLETION.** The Contractor agrees to commence work upon execution of this Agreement to provide scheduled dirt work services through **January 31, 2027**.

4. **CONTRACT SUM.** The City shall pay to the Contractor for performance and completion of the work encompassed by this Agreement, and the Contractor will accept as full compensation based on hourly rates as provided in Exhibit A, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. The maximum not to exceed amount of **\$76,000.00 (Seventy-Six Thousand Dollars)** for the term of this agreement. Said amounts to be paid upon inspection and acceptance of the work by the City, in its sole discretion and execution of any releases by Contractor deemed necessary by the City.

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

amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Contractor in writing, that lawful appropriations to cover the costs of this additional work has been made and the change order is approved by the City in its sole discretion in writing.

6. **AMENDMENT/NO ASSIGNMENT.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

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

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

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

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

10. **GOVERNING LAW.** Contractor agrees to comply with all local, state and federal laws in its performance of work under this Agreement. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

11. **OSHA REQUIREMENTS.** Contractor agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Contractor shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the

safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. Contractor acknowledges and agrees that with respect to the scope of work under this contract, it shall comply with all obligations and assume all responsibilities for its actions as required by all OSHA rules and regulations. The Contractor shall adhere to all federal, state and local safety and health regulations, laws and ordinances.

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

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

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

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

16. **APPROVAL REQUIRED.** This Agreement is subject to the final approval of the Fort Lupton Finance Director and signature by the City Administrator.

EXECUTED THIS 20st DAY OF JANUARY, 2026.

CITY OF FORT LUPTON, COLORADO

BY: Chris Ceretto
TITLE: Mayor

BACKHOE & DOZER SERVICES:

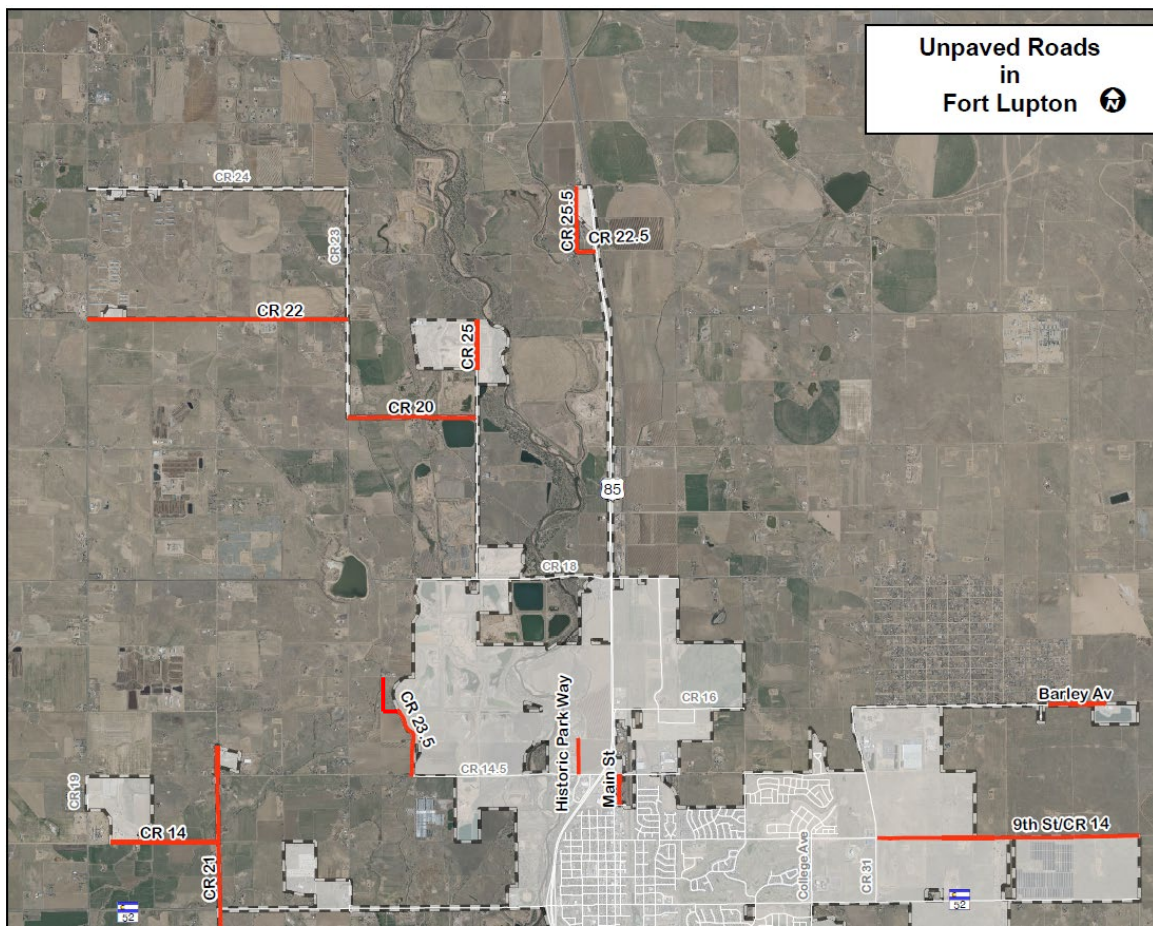
BY: Willie Taylor
TITLE: Owner/Operator

EXHIBIT A**Equipment - (Additional equipment listed on price sheet Page 6)**

<u>Machine</u>	<u>Hourly Rate</u>
140G Road Grader	\$175.00/hr
ITG Loader	\$145.00/hr
320 Trackhoe	\$200.00/hr
Trailing Belly Dump	\$105.00/hr

Designated Roads - (Total 9.05 miles)

- CR 22 - CR 19 east to CR 23 (2 miles)
- CR 22.5/CR 25.5 - US 85 to CR 24 (0.7 mile)
- CR 25 - south of CR 20 from EOP to CL (CR 22) (0.4 mile)
- CR 20 - CR 19 east to CR 23 (2 miles)
- CR 23.5 - CR14.5 north to end (in County) (0.9 mile)
- CR 16 - EOP to WTP (0.7 mile)
- Historic Parkway - (0.3 mile)
- CR 21 - US 52 north to CL (N of CR 14.5) (1.25 miles)
- CR 14 - CR 21 west to CL (0.8 mile)



Grading operations will be coordinated by Anthony Gomez (m) (303) 994-7613

Grading Operations

Granular (rock) Surfaced Roads.

Each road will be scheduled for grading every two (2) weeks.

Grade travel surface to remove wash boarding, potholes and depressed areas that collect rainfall. Maintain a crowned roadway section.

Operating speed during blading operations should not exceed 5mph.

Clean out road side ditches as needed.

Maintain travel path for vehicles if windrowing base material is required.

Advise immediately if road conditions warrant additional attention and problems spots noted.

Dirt work Operations

Trenching

Hauling

Provide documented time and equipment time sheet to the City for payment.

Email invoice to rvestal@fortluptonco.gov 720-466-6109



P.O. Box 341
 Fort Lupton, CO 80621
 Office/Fax: (303)857-2047
wwbackhoe@msn.com

Current Equipment Price based on an Hourly Basis (2 Hour Minimum):

Item	Price
140G Road Grader	175.00
200C JD Trackhoe	120.00
226 Skidsteer	93.75
320 L Trackhoe	200.00
320E Trackhoe	200.00
623 B Scraper	328.00
623 F Scraper	328.00
615C Scraper	248.00
8630 Tractor & Disc	200.00
8650 Tractor	150.00
420F Backhoe	130.00
410B Backhoe	
1974 Trailking Belly Dump	105.00
D4 HXL	150.00
D7G Dozer	200.00
1999 Kenworth Dump Truck T800	110.50
1993 Peterbilt 379	
ITG Loader	145.00
4240 Tractor	120.00

Please call for any specialty services. We can provide services that may not be listed. If you have any questions about our services or would like to take advantage of the services, we offer please contact Willy Taylor at 303-434-7204. Thanks for your interest and we look forward to working with you.



SUBJECT FOR DISCUSSION

Approve Change Order #4 to Contract with Thalle Construction Co, Inc. for an Amount Not to Exceed \$39,401.22 for the METRO Connection Force Main & Lift Station Project from the Utility Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Contract was awarded to Thalle Construction on February 7, 2024 for the construction of the METRO connection force main and conversion of the Waste Water Treatment Plant to a lift station.

Change Order No. 4, covers removal of components within the blower room that interfere with new electrical installations.

Contracted construction is \$25,919,700. As of November 2025, total construction billings for the project are \$20,283,635.42 (78%). The force main is complete with bypass flows began October 13, 2025. Current projections by contractor indicate a project completion in April 2026.

FINANCIAL CONSIDERATIONS

The USDA total project budget of \$51,756,970.00 includes:

- METRO buy-in of \$20,952,970.00
- Engineering Services/Administration of \$2,292,330.00
- Construction cost of \$25,919,700.00
- Contingencies of \$2,591,970.

The 4 Change Orders amount to \$451,037.36 (approximately 17% of contingency budget).

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Change Order #4
- Do not approve

STAFF RECOMMENDATIONS

Staff recommends approving Change Order No. 4 with Thalle Construction Co, Inc. for not to exceed \$39,401.22 for the METRO Force Main and Lift Station Project from the Utility Fund.

- Attachments:**
- a. Change Order #4 – Thalle
 - b. November 2025 USDA Pay Application Summary

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

CHANGE ORDER NO.: 004

Owner: City of Fort Lupton, CO
 Engineer: Burns & McDonnell
 Contractor: Thalle
 Project: Metro Connection FM & LS
 Contract Name: Metro Connection FM & LS

Owner's Project No.: FTL2023-015
 Engineer's Project No.: 169164
 Contractor's Project No.:

Date Issued: 1/16/2026
 Effective Date of Change Order: 1/16/2026

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

Description:

Contractor shall demo all existing blower room equipment interfering with the installation of new electrical equipment as shown in the Contract Documents.

Attachments:

None

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 25,919,700.00	Original Contract Times: Substantial Completion: November 30 th , 2025 Ready for final payment: December 31 st , 2025
Increase from previously approved Change Orders \$ 411,636.18	Increase from previously approved Change Orders No.1 to No. 3: Substantial Completion: 5 working days Ready for final payment: 5 working days
Contract Price prior to this Change Order: \$ 26,331,336.18	Contract Times prior to this Change Order: Substantial Completion: December 5 th , 2025 Ready for final payment: January 8 th , 2026
Increase this Change Order: \$ 39,401.22	Increase this Change Order: Substantial Completion: 6 working days Ready for final payment: 6 working days
Contract Price incorporating this Change Order: \$ 26,370,737.40	Contract Times with all approved Change Orders: Substantial Completion: December 15 th , 2025 Ready for final payment: January 15 th , 2026

Recommended by Engineer (if required)

By: Ryan Brong, PE 

Title: Engineer of Record

Date: 1/16/2026

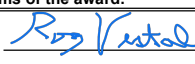
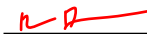
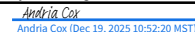
Authorized by Owner

Chris Ceretto

Mayor

1/20/2026

	Signed by Contractor	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS				
FEDERAL SPONSORING AGENCY SUBMITTED TO:		USDA / RURAL DEVELOPMENT		Page _____ of _____
TYPE OF REQUEST: () FINAL (x) PARTIAL		PARTIAL PAYMENT REQUEST NUMBER: #21		
RECIPIENT ORGANIZATION:				
EMPLOYER IDENTIFICATION NUMBER:		RECIPIENT'S ACCOUNT NUMBER OR ID NUMBER:		
NAME: City of Fort Lupton		PERIOD COVERED BY THIS REQUEST		
STREET ADDRESS: 130 S McKinley Ave		FROM:	TO:	
P.O. BOX:		11/1/2025	11/30/2025	
CITY/STATE/ZIP: Fort Lupton, CO 80621		(Month, day, year)	(Month, day, year)	
11. STATUS OF FUNDS				
CLASSIFICATION	Current / Revised Budget Amount	This Pay Request	Previous Pay Requests	Total To Date
COST ITEMS				
a. Legal & Accounting Expenses	\$ 214,000.00			\$ -
b. Interim Financing Expenses	786,886.00		5,465.04	5,465.04
c. Ditch Crossing Agreement	20,000.00		20,000.00	20,000.00
d. ENGINEERING SERVICES				-
1. Predevelopment - Study & Report Phase	52,567.00		52,567.00	52,567.00
2. Construction Administration	526,428.00	9,840.00	369,634.44	379,474.44
3. Resident Project Representation (Inspection)	692,449.00	28,373.46	371,599.94	399,973.40
e. CONSTRUCTION CONTRACTS				-
1. Thalle Construction Company Inc.	25,919,700.00	630,849.93	19,256,899.31	19,887,749.24
2. Contingencies	2,591,970.00	111,328.04	284,558.14	395,886.18
3. Tap Fee - "Buy-In" to North Metro	20,952,970.00		20,952,970.00	20,952,970.00
				-
				-
f. TOTAL COSTS	\$ 51,756,970.00	\$ 780,391.43	\$ 41,313,693.87	\$ 42,094,085.30
FUNDING SOURCES				
g. Applicant Contribution	\$ 5,965,000.00		\$ 5,965,000.00	\$ 5,965,000.00
h. DOLA	\$ 1,000,000.00	60,771.59	621,530.52	682,302.11
i. CWRPDA Loan	\$ 20,952,970.00		20,952,970.00	20,952,970.00
j. RD Direct Loan #1	\$ 2,164,000.00		2,164,000.00	2,164,000.00
k. RD Direct Loan #2	\$ 9,999,000.00		9,999,000.00	9,999,000.00
l. RD Direct Loan #3	\$ 9,000,000.00	719,619.84	1,611,193.35	2,330,813.19
m. RD Direct Loan #4	\$ 2,676,000.00			-
				-
n. TOTAL FUNDING	\$ 51,756,970.00	\$ 780,391.43	\$ 41,313,693.87	\$ 42,094,085.30
o. Federal payments previously requested			\$ 13,774,193.35	
p. Amount requested for reimbursement		\$ 780,391.43		\$ 780,391.43
q. Percentage of project construction completed				0.833658254
CERTIFICATION: I certify that to the best of my knowledge and belief, the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.				
Recipient signature:			Date:	12/18/2025
Printed /Typed name:	Roy Vestal, PE		Phone:	7209663613
Person certifying line o. & p.:			Date:	12/18/2025
Printed/Typed name:	Ryan Brong, PE		Phone:	4846342774
RD Official:	 Andria Cox (Dec 19, 2025 10:52:20 MST)		Date:	19/12/2025
Printed/Typed name:	Andria Cox		Phone:	970-592-9027
CO RD SF 271				

November 2025 Outlay Report_Signed

Final Audit Report

2025-12-19

Created:	2025-12-19
By:	Roy Vestal (rvestal@fortluptonco.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmibxOho7O5r5ZbleNecR_wJay2kHFI73

"November 2025 Outlay Report_Signed" History

-  Document created by Roy Vestal (rvestal@fortluptonco.gov)
2025-12-19 - 5:28:19 PM GMT
-  Document emailed to Andria Cox (andria.cox@usda.gov) for signature
2025-12-19 - 5:28:23 PM GMT
-  Email viewed by Andria Cox (andria.cox@usda.gov)
2025-12-19 - 5:51:46 PM GMT
-  Document e-signed by Andria Cox (andria.cox@usda.gov)
Signature Date: 2025-12-19 - 5:52:20 PM GMT - Time Source: server
-  Agreement completed.
2025-12-19 - 5:52:20 PM GMT



SUBJECT FOR DISCUSSION

Adopting an Ordinance for Amendments to Chapter 18 Building Regulations of the Fort Lupton Municipal Code and Enacting New Sections to be Known as the Colorado Model Electric and Solar Ready Code and the Colorado Wildfire Resiliency Code with Adoption by Reference

SUMMARY STATEMENT/BACKGROUND DISCUSSION

On December 16, 2025, staff presented the Ordinance for Amendments to Chapter 18 Building Regulations of the Fort Lupton Municipal Code with adoption by reference and set the public hearing for January 20, 2026. Pursuant to statute, notice of the public hearing was published twice in the Fort Lupton Press on December 25, 2025 and January 1, 2026, meeting the publication requirements of publishing once at least fifteen days preceding the hearing and once at least eight days preceding the hearing. Such notice stating the time and place of the hearing and all other information required by law.

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 enactment of 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.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

The City Council shall:

1. Approve the proposed ordinance;
2. Approve the proposed ordinance with amendment; or
3. Refer the proposed ordinance back to staff for further study and/or discussion.

STAFF RECOMMENDATIONS

Staff recommends approving the proposed ordinance.

Attachments: a. Proposed Ordinance
b. Legal Notifications
c. Public Comment

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 SEC. 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 Municipal 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.”

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 20th day of January, 2026.

PUBLISHED in the Fort Lupton Press the 29th day of January, 2026.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY the ____ day of ____, 2026.

PUBLISHED BY TITLE ONLY the ____ day of ____, 2026.

EFFECTIVE (after publication) the ____ day of ____, 2026.

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

Colorado Trust for Local News
143 S. Second Place
Brighton, CO 80601

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

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Weld } ss

This Affidavit of Publication for the Fort Lupton Press, a weekly newspaper, printed and published for the County of Weld, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 2 successive week(s), the last of which publication was made 1/1/2026, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



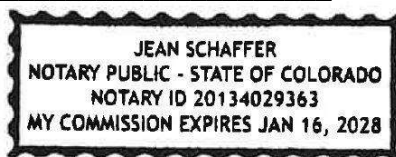
For the Fort Lupton Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Erin Adams, director of said newspaper, who is personally known to me to be the identical person in the above certificate on 1/1/2026. Erin Adams has verified to me that she has adopted an electronic signature to function as her signature on this document.

20134029363-058086

Jean Schaffer
Notary Public
My commission ends January 16, 2028



Public Notice

Notice of Hearing

Notice is hereby given of a public hearing before the City Council of Fort Lupton Colorado, at 6:00 P.M. on January 20, 2026, at 130 S McKinley for the purpose of considering the adoption by reference of the International Building Code of the International Code Council, 2024 Edition; the National Electrical Code, Current State Adopted Edition; International Mechanical Code of the International Code Council, 2024 Edition; International Plumbing Code of the International Code Council, 2024 Edition; International Fire Code of the International Code Council, 2024 Edition; International Fuel Gas Code of the International Code Council, 2024 Edition; International Property Maintenance Code of the International Code Council, 2024 Edition; International Existing Building Code of the International Code Council, 2024 Edition; International Residential Code of the International Code Council, 2024 Edition; International Energy Conservation Code of the International Code Council, 2024 Edition, The International Swimming Pool And Spa Code, 2024 Edition Colorado Model Electric Ready Code and Solar Ready Code, 2023 Edition; AND The Colorado Wildfire Resiliency Code, 2025 Edition as the building codes of the City of Fort Lupton, Colorado.

Copies of the building codes are on file at the office of the City Clerk and may be inspected during regular business hours. If enacted as an ordinance of this City the building codes will not be published in full, but in accordance with state law, copies will be kept on file.

The building codes are published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, Illinois, 60478-5795.

The subject matter of the building codes relates primarily to provisions covering building regulation, including regulations concerning the 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 Chapter 18 and the building codes by the Building Official. These codes present 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.

Dated this December 15, 2025

City of Fort Lupton, Colorado
Mari Pena
City Clerk

Legal Notice No. FLP1406
First notice of hearing December 25, 2025
Second notice of hearing January 1, 2026
Publisher: Fort Lupton Press



JANUARY 6, 2026

Fort Lupton Board of Trustees
130 S. McKinley Ave.
Fort Lupton, CO 80621

Re: Residential Fire Sprinkler Requirement

Dear Mayor Ceretto and Members of the Board of Trustees,

My name is Ryan Barnes, and I am a homebuilder without current active projects in the City of Fort Lupton but have been considering opportunities there. I appreciate the Town's focus on public safety and the opportunity to provide input regarding the proposed residential fire sprinkler requirement.

From a builder's perspective, mandatory residential sprinkler systems add real and measurable costs to new homes. Beyond the sprinkler system itself, there are additional design coordination, inspections, scheduling, and long-term maintenance considerations that ultimately increase the final price of a home for the buyer.

For example, the cost to add fire sprinklers to just one of our townhome units, adds \$3,500 in builder cost, or \$5,000 to the homebuyer.

Most Front Range and Northern Colorado jurisdictions have chosen to amend residential sprinkler requirements out of their adopted codes, recognizing the affordability challenges they create. Several communities that previously adopted sprinkler mandates have since reconsidered them after seeing the cost impact on homebuyers.

Homes today are already built to strong safety standards. Required hardwired and interconnected smoke alarms, improved egress requirements, and fire-resistance-rated separation assemblies in attached housing all contribute to improved life-safety outcomes.

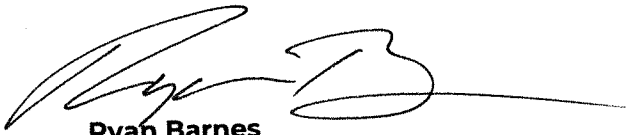
At a time when rising interest rates, material costs, and labor shortages are already making housing less attainable, additional mandates further limit who can afford to buy a home in Frederick.

For these reasons, I respectfully ask the Town to amend out the residential fire sprinkler requirement and continue working with builders and stakeholders on solutions that balance safety and housing attainability.

Thank you for your time and consideration.

Sincerely,

Building Your Lifestyle

A handwritten signature in black ink, appearing to read 'Ryan Barnes', with a long horizontal line extending to the right.

Ryan Barnes
Director of Purchasing
Baessler Homes
970-573-2479
rbarnes@baesslerhomes.com



January 15, 2026

Fort Lupton City Council

130 S. McKinley Avenue
Fort Lupton, CO 80621

Re: Proposed Residential Fire Sprinkler Requirement

Dear Mayor Ceretto and Members of City Council,

My name is Jon Mosier, and I am a homebuilder. I appreciate the City's commitment to public safety and the opportunity to provide input regarding the proposed residential fire sprinkler requirement.

From a builder's perspective, mandatory residential fire sprinkler systems add real and measurable costs to new homes. In addition to the cost of the system itself, there are impacts related to design coordination, inspections, construction scheduling, water infrastructure considerations, and long-term maintenance. These costs are ultimately passed on to the homebuyer, further increasing the price of housing in Fort Lupton.

Across the Front Range and Northern Colorado, many jurisdictions have chosen to amend residential sprinkler requirements out of their adopted codes, recognizing the affordability challenges they create. In some cases, communities that previously adopted these mandates have since reconsidered them after seeing their impact on housing costs and market feasibility.

Homes built today already incorporate strong life-safety measures through existing code requirements, including hardwired and interconnected smoke alarms, improved egress standards, and fire-resistance-rated separation assemblies in attached housing. These measures have significantly improved safety outcomes without imposing additional affordability barriers.

At a time when rising interest rates, material costs, labor shortages, and regulatory requirements are already straining housing affordability, additional mandates further limit who can afford to buy a home in Fort Lupton.

For these reasons, I respectfully request that the City Council amend out the proposed residential fire sprinkler requirement and continue working collaboratively with builders and stakeholders on solutions that balance public safety with housing attainability.

Thank you for your time, consideration, and service to the Fort Lupton community.

Sincerely,
Jon Mosier
President
Landmark Homes
720-938-8092
jmosier@mylandmarkhomes.net



P.O. Box 7254 | Loveland, CO 80537
970-686-2798
www.nocohba.com

January 15th, 2026

Fort Lupton City Council

130 S McKinley Ave

Fort Lupton, CO 80621

Re: Building Code Adoption, Residential Fire Sprinklers

Dear Mayor Ceretto and Town of Fort Lupton City Council Members

The Home Builders Association of Northern Colorado (NoCo HBA) represents more than 300 members inclusive of homebuilders, mortgage brokers, contractors, architects, designers, non-profits, and other related industries in the Town of Fort Lupton and 54 other municipalities across Northern Colorado. We are committed to the health of our industry and the success of our members – many of whom are seeking to build critically-needed homes for current and future Fort Lupton families.

The NoCo HBA respectfully submits this letter asking the Town of Fort Lupton to amend out the residential fire sprinkler requirement for the International Residential Code in two-family homes and townhomes.

The requirement to add residential sprinkler systems will significantly impact housing attainability in Fort Lupton, pricing more aspiring homeowners out of the market. Contrary to the figures often reported, these systems are quoted to cost over \$4.50 per square foot, adding over \$15,000 to the price of an average new home once overhead and profit are factored into the price. Some municipalities in Colorado that have adopted sprinkler mandates are now reconsidering them, recognizing the added costs pose a serious challenge to housing affordability.

Below are some important considerations and reasons as to why the Town of Fort Lupton and other surrounding jurisdictions should amend out residential sprinkler requirements for two-family and townhome residential dwelling units:

- The vast majority of Front Range and Colorado municipalities and counties have continued to amend the residential sprinkler requirements out of their updated codes. This includes Ft. Collins, Larimer County, Loveland, Weld County, and other Northern Colorado jurisdictions.
- Notably, other jurisdictions in Colorado are considering repealing their fire sprinkler requirements to help lower homebuilding costs and increase housing affordability. For example, Commerce City recently repealed their residential fire sprinkler requirement after requiring them for just a few years – primarily due to the increased costs that are passed down to homeowners. Further, the Town of Erie is considering repeal of their residential fire sprinkler requirements to help lower homebuilding costs and increase affordability for first time homebuyers. Other jurisdictions are also taking a serious look at their fire sprinkler requirements and weighing them against the increased cost and price of a new home during a time when families need attainable and affordable housing options more than ever.
- Nationally, 46 states have completely removed the sprinkler requirements for one- and two-family homes and two states have limited the requirement based on home size and height. Only California and Maryland have left the model code sprinkler mandate in place.
- Fire sprinklers can discharge unintentionally causing extensive damage - According to NFPA's 2021 "U.S. Experience with Sprinklers" fire departments in the U.S. responded to an estimated average of 4,700 non-fire activations of home fire sprinklers per year caused by a system failure or malfunction and 5,400 unintentional sprinkler activations per year.
- Insurance rebates do not balance costs – When the 2008 Fire Protection Research Foundation investigated insurance costs savings related to fire sprinklers it only averaged a savings of \$22 per year on an annual premium, making it impossible for homeowners to recoup costs through lower rates.
- Labor is already a huge challenge in the residential construction industry. Adding additional labor will further increase costs with an additional multiplier effect.

While wildfire mitigation efforts are crucial, mandating expensive sprinkler systems will not address the primary threats posed by wildfires and will instead place an additional financial burden on homebuyers. However, consumers wishing to purchase a sprinkler system are not precluded from doing so, and those who would like to purchase one for their home can always make this request before their home is built.

As many town leaders are aware, housing attainability across the front range has only become more elusive given our recent environment of rising interest rates coupled with rampant inflation. Mortgage rates have increased from 3% just a few years ago to nearly 6% today – making it the largest magnitude increase for mortgage costs in decades. Current price inflation is now widely expected to be further exacerbated by new international tariffs on construction materials to build a home. According to NAHB, the cumulative impact of tariffs on building costs will add an additional \$10,900 to the price of a single-family home in 2025.

Thank you for your time and consideration of our comments. The NoCo HBA stands ready and willing to partner with Town of Fort Lupton leaders to have an important dialogue and discussion regarding future home attainability and public safety measures. We encourage you to amend the fire sprinkler requirement from your code and begin important dialogue with our members so more Northern Colorado families can afford a safe and affordable place to call home.

Sincerely,

A handwritten signature in black ink, appearing to read 'V Hall', with a stylized, cursive script.

Victoria Hall

Executive Officer, Home Builders Association of Northern Colorado

Cc: Chris Cross, Town Manager

Jonathan Gesick, Chief Building Official



SUBJECT FOR DISCUSSION

Public Works Agreement with Backhoe & Dozer Services Inc. for Maximum Not to Exceed \$30,000.00 for On-Call Snow Services for Street Plowing During Snow Events from the Street Sales Tax Fund to be Signed by the City Administrator

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Backhoe & Dozer Services Inc is owned and operated by Willie Taylor, a local resident. Willie has provided emergency snow assistance for the City in the past.

The City can use additional help during snow events to plow City owned streets. Past annexations have added many miles of roadway to the city limits. By assigning the northern out skirt roadways to contract, City crews can focus snow removal operations on the core area where the majority of the residents live and work.

The City current has over 75 miles of streets to maintain. Past snow removal expenses average around \$20,000 per year. The last big event occurred in 2021 with a total expense of \$48,000 that included two contractors to assist with removal of snow.

FINANCIAL CONSIDERATIONS

The 2026 Budget includes \$60,000 for snow removal in the Street Sales Tax Fund.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

Attachments: a. Public Works Agreement - Backhoe & Dozer Services Inc

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Agreement Snow On-Call Services

This PUBLIC WORKS Agreement is entered into by and between the City of Fort Lupton, Colorado (hereinafter “City”) and **Backhoe & Dozer Services Inc.** (hereinafter “CONTRACTOR”).

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

1. **SCOPE OF WORK.** Contractor will furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated in the completed work. Contractor shall provide and perform all necessary labor in a first class and workmanlike manner and in accordance with the conditions and prices stated in the proposal and the requirements, stipulations, provisions and conditions of the contract documents. Contractor shall perform, execute, and complete all things mentioned to be done by the Contractor and all work included in the scope of work set forth and incorporated herein as **Exhibit A** (See attached) Contractor shall provide all insurance as required by Exhibit A prior to commencement of work. All certificates of insurance from contractors should list the City as an additional insured.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth as **Exhibit A**. In the event of any conflict between the specific contract terms and requirements of this Contract Agreement and any terms and conditions of Contractor or Exhibit A, the parties specifically agree the terms of this Contract Agreement shall control.

3. **TIME OF COMPLETION.** The Contractor agrees to commence work upon execution of this Agreement to provide “on-call” snow services through **January 31, 2026.**

4. **CONTRACT SUM.** The City shall pay to the Contractor for performance and completion of the work encompassed by this Agreement, and the Contractor will accept as full compensation based on hourly rates as provided in Exhibit A, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. The maximum not to exceed amount of **\$30,000.00 (Thirty Thousand Dollars)** for the term of this agreement. Said amounts to be paid upon inspection and acceptance of the work by the City, in its sole discretion and execution of any releases by Contractor deemed necessary by the City.

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

amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Contractor in writing, that lawful appropriations to cover the costs of this additional work has been made and the change order is approved by the City in its sole discretion in writing.

6. **AMENDMENT/NO ASSIGNMENT.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

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

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

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

10. **GOVERNING LAW.** Contractor agrees to comply with all local, state and federal laws in its performance of work under this Agreement. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

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

Contractor shall adhere to all federal, state and local safety and health regulations, laws and ordinances.

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

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

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

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

16. **APPROVAL REQUIRED.** This Agreement is subject to the final approval of the Fort Lupton Finance Director and signature by the City Administrator.

EXECUTED THIS 20th DAY OF JANUARY, 2026.

CITY OF FORT LUPTON, COLORADO

BY: Chris Cross

TITLE: City Administrator

CONTRACTOR:

BY: Willie Taylor

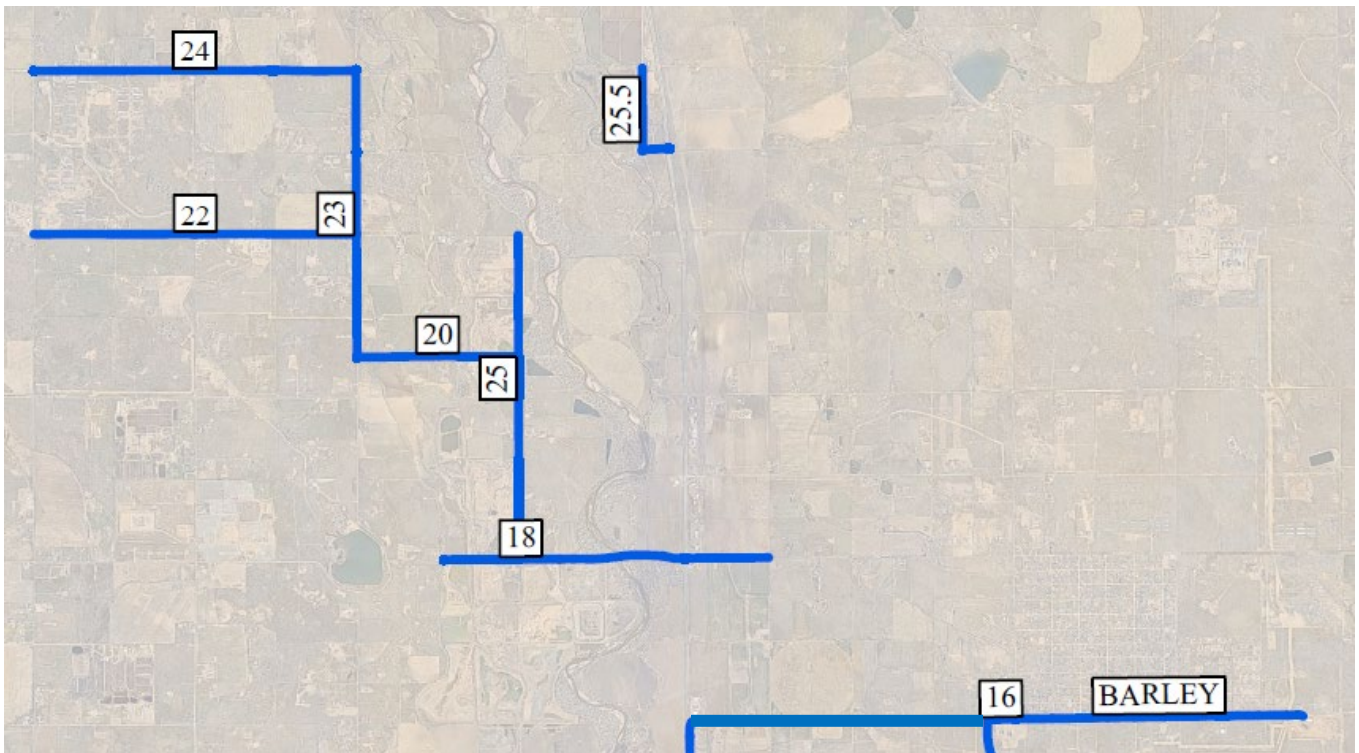
TITLE: Owner/Operator

EXHIBIT A**Equipment**

<u>Machine</u>	<u>Hourly Rate</u>
140G Blade	\$175.00/hr
IT28 Loader	\$145.00/hr
Backhoe	\$145.00/hr
JD 8630 Tractor	\$150.00/hr

Designated Roads

CR 16 - WTP west to US 85 (3.6 miles)
CR 24 - CR 19 east to CR 23 (2 miles)
CR 23 - CR 24 south to CR 20 (1.75 miles)
CR 25 - CR 22 south to CR 18 (2 miles)
CR 18 - ~ 1,800 feet east of CR 23 east to ~ 750 feet east of Northland Dr (~2 miles)
CR 25.5 - CR 24 south to CR 22.5 (0.5 mile)
CR 22.5 - CR 25.5 east to US 85 (~ 650 feet)
CR 22 - CR 19 east to CR 23 (2 miles)



Snow operations will be coordinated by Anthony Gomez (m) (303) 994-7613

City Snow Operations

Paved Roads

It is not the policy of the City to provide a "dry" pavement condition.

First propriety for snow removal and ice control are as follows. Streets adjacent to public facilities such as Police Department, Fire Department, City Hall, and RE-8 School district. During any snow events, routes may be sanded or plowed at the request of emergency personnel due to life threatening emergencies.

Snow events under four (4) inches, the City will sand/plow the heavily travelled intersections and railroad crossings. Generally, snow will not be plowed for light snow events.

Snow events over six (6) inches, after the first and secondary streets have been cleared, the City will begin to sand/plow the remaining streets throughout the City.

Snow removal and ice control operations will normally be carried out between the hours of 7:00 AM and 5:00 PM, Monday through Friday. Operations outside these hours or on weekends or holidays may be authorized; but only on a 'storm by storm' basis, and only if it is determined that such works is likely to be productive.

The initial snow removal efforts will be to open all routes to two lane traffic as soon as possible and/or practicable. During initial snow removal operations, paved roads may only have one lane plowed for a period of time.

Clearing of shoulders and intersections will not begin until operators and equipment become available for these purposes after two lane travel has been achieved and will be done during normal working hours.

Units will not be operated when snow and/or blowing snow reduces visibility to hazardous levels or when snow drifts are forming faster than they can be removed.

The City has four (4) snow routes, once City crews have cleared the priority area's they will break up into their assigned routes and make at least one pass through every street to allow safe access to each roadway. City crews will open all roadways when snow event has finished within three (3) business days.

Granular (rock) Surfaced Roads.

Ice control (sand or stone) will not normally be applied to rock roads. If in the judgment of the City Administrator, or his/her designee, an “emergency” exists and ice has built up on hills and intersections on the rock road system so as to become dangerous, abrasive material may be applied at these locations as crew and equipment availability allows and only as a last resort. This condition will not, under any circumstances, take a higher priority than placing of ice control material on the paved road system and will only be done after the paved roads are cleared of ice and snow. Abrasive material will only be placed after other mechanical means have been tried and failed, such as scraping with motor graders.

Snow removal and ice control operations will normally be carried out between the hours of 7:00 AM and 5:00 PM, Monday through Friday. Operations outside of these hours or on weekends or holidays may be authorized; but only on a ‘storm by storm’ basis and only if it is determined that such work is likely to be productive.

The initial snow removal effort will be to provide at least one lane of access from one direction to all residences.

Widening to two-way travel and clearing of shoulders and intersections will not begin until operators and equipment become available for these purposes after one-way travel has been achieved and will be done during normal working hours.

Units will not be operated when snow and blowing snow reduces visibility to hazardous levels or when snow drifts are forming faster than they can be removed.