CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, February 3, 2026
6:00 PM
130 South McKinley Avenue

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

Call to Order

Pledge of Allegiance

Roll Call

Proclamation

a. 2026 Arbor Day Proclamation

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

Approval of Agenda

Review of Accounts Payables

a. February 3, 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 20, 2026 City Council Meeting Minutes

b. AM 2026-026 Adopting an Ordinance Revising Section 2-7 Canceling the Election, of the Fort Lupton Municipal Code

c. AM 2026-027 Approve Payment to Northern Colorado Water Conservancy District for Operations and Maintenance on Chimney Hollow Reservoir for an Amount Not to Exceed $62,865.92 to be Paid from the Utility Fund – Water Departments

Action Memorandum

a. AM 2026-028 Authorize the Mayor to Execute an Intergovernmental Agreement with Todd Creek Village Metropolitan District to Provide Sewer Service to Designated Areas of the City

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. February 10, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
February 17, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
February 24, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
March 3, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

TREE CITY USA®
An Arbor Day Foundation Program

OFFICIAL PROCLAMATION

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, ***and***

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, ***and***

WHEREAS Arbor Day is now observed throughout the nation and the world, ***and***

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, ***and***

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, ***and***

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, ***and***

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Chris Ceretto, Mayor of the City of Fort Lupton, do hereby proclaim April 25, 2026 as **ARBOR DAY** In the City of Fort Lupton, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, ***and***

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 3rd day of February, 2026

Mayor ______________________________

Arbor Day Foundation®

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 01/21/2026 - 02/03/2026

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: New Main Operating-New Main Operating							
000453	FAMILY SUPPORT REGISTRY		01/23/2026	Regular	0.00	140.76	109412
INV0001910	Invoice	01/23/2026	A. Infante Jr - Remit ID 06092977-SDU/Tri...		0.00	140.76	
003612	JOHNSON MARK LLC		01/23/2026	Regular	0.00	460.31	109413
INV0001911	Invoice	01/23/2026	Brian Oswalt-Case #2024C042153		0.00	460.31	
002254	ADIDAS AMERICA INC		01/27/2026	Regular	0.00	100.80	109414
6164697878	Invoice	12/31/2025	REC-JESTIN'S SHIRT & LG OF MONTH SHIR...		0.00	100.80	
004000	APEX WASTE SOLUTIONS		01/27/2026	Regular	0.00	896.00	109415
860865	Invoice	02/01/2026	CEM-FEB26 TRASH SRVC-CEM		0.00	72.00	
960859	Invoice	02/01/2026	GF-FEB26 TRASH SERVICE-CITY HALL		0.00	135.00	
960861	Invoice	02/01/2026	CPR-203 S HARRISON FEB26 TRASH SRVC		0.00	85.00	
960863	Invoice	02/01/2026	GF-FEB26 800 12TH TRASH SRVC-PW SHOP		0.00	129.00	
960864	Invoice	02/01/2026	GF-FEB26 205 S HARRISON TRASH SRV-PA...		0.00	91.00	
960866	Invoice	02/01/2026	GOLF-FEB26 TRASH SRVC-PRO SHOP		0.00	164.00	
960867	Invoice	02/01/2026	GOLF-FEB26 TRASH SRVC-MAINT		0.00	135.00	
960869	Invoice	02/01/2026	GF-0 HWY 52 FEB26 TRASH SRVC-FAC		0.00	85.00	
003950	AYRES ASSOCIATES INC		01/27/2026	Regular	0.00	30,208.03	109416
226844	Invoice	12/31/2025	GF- Housing Needs Assessment- Comp Pla...		0.00	9,522.00	
227604	Invoice	12/31/2025	GF- Housing Needs Assessment- Comp Pla...		0.00	20,686.03	
000183	CALLAWAY GOLF SALES COMPANY		01/27/2026	Regular	0.00	278.40	109417
941774048	Invoice	01/13/2026	GOLF-MERCHANDISE-PRO SHOP		0.00	278.40	
002000	CIT GROUP/COMMERCIAL SERVICES		01/27/2026	Regular	0.00	105.57	109418
81237365	Invoice	01/09/2026	GOLF-MERCHANDISE-PRO SHOP		0.00	105.57	
000239	CITY OF FORT LUPTON		01/27/2026	Regular	0.00	50.00	109419
012026	Invoice	01/20/2026	GF-RESTITUTION CASE #133524, M HERN...		0.00	50.00	
002651	COLORADO COMMUNITY MEDIA		01/27/2026	Regular	0.00	417.36	109420
146146	Invoice	01/15/2026	GF-LEGAL/PUBLIC NOTICES-		0.00	417.36	
000307	COMCAST CABLE COMM, LLC		01/27/2026	Regular	0.00	232.89	109421
0120790 DEC25	Invoice	12/31/2025	GOLF-DECEMBER 2025 INTERNET-PRO SH...		0.00	232.89	
000307	COMCAST CABLE COMM, LLC		01/27/2026	Regular	0.00	247.89	109422
0120790 JAN 26	Invoice	01/06/2026	GOLF-JAN 2026 INTERNET SERVICE-PRO S...		0.00	247.89	
003964	CORE CONSULTANTS, INC		01/27/2026	Regular	0.00	6,962.00	109423
26010045	Invoice	01/16/2026	GF-STREETSCAPE SURVEY DENVER AVE-E...		0.00	6,962.00	
000246	DUNLOP SPORTS AMERICAS/SRIXON/CLEAVLAN		01/27/2026	Regular	0.00	1,880.10	109424
8775633 SO	Invoice	01/08/2026	GOLF-MERCHANDISE-PRO SHOP		0.00	675.00	
8783602 SO	Invoice	01/16/2026	GOLF-MERCHANDISE-PRO SHOP		0.00	1,205.10	
000445	EWING IRRIGATION PRODUCTS INC		01/27/2026	Regular	0.00	513.61	109425
28859742	Invoice	01/15/2026	GF-SUPPLIES FOR PICKLE BALL COURT-PAR...		0.00	513.61	
000461	FERRELLGAS LP		01/27/2026	Regular	0.00	2,214.22	109426
1132197853	Invoice	12/31/2025	GOLF-PROPANE-MAINT		0.00	1,149.32	
1132465648	Invoice	12/31/2025	GOLF-PROPANE-PRO SHOP		0.00	1,064.90	
002011	FRONT RANGE LUMBER COMPANY		01/27/2026	Regular	0.00	249.18	109427
51117/2	Invoice	01/15/2026	CEM-SUPPLIES-CEMETERY		0.00	138.30	
51118/2	Invoice	01/15/2026	CEM-SUPPLIES-CEMETERY		0.00	25.02	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
51139/2	Invoice	01/16/2026	CEM-SUPPLIES-CEMETERY		0.00	85.86	
000512	FUZION FIELD SERVICES LLC		01/27/2026	Regular	0.00	297.50	109428
409898	Invoice	01/16/2026	GOLF-PORTABLE TOILET RENTAL-MAINT		0.00	297.50	
002143	GREEN CO2 SYSTEMS		01/27/2026	Regular	0.00	217.61	109429
00395496	Invoice	01/07/2026	REC-RECREATION CO2 REFILL-REC CENTER		0.00	217.61	
000567	HIGH COUNTRY BEVERAGE CORP		01/27/2026	Regular	0.00	454.62	109430
W-7297201	Invoice	01/19/2026	GOLF-BEVERAGES-PRO SHOP		0.00	454.62	
003120	HUDSON LOCKERS, INC		01/27/2026	Regular	0.00	270.00	109431
595	Invoice	01/16/2026	GOLF-PRE PACKAGED GOODS-PRO SHOP		0.00	270.00	
001851	IMA, INC		01/27/2026	Regular	0.00	22,453.34	109432
583844	Invoice	01/09/2026	GF-Boiler and Machinery / Cyber Security ...		0.00	7,559.00	
587284	Invoice	01/20/2026	GF-Boiler and Machinery / Cyber Security ...		0.00	14,894.34	
002977	JOSEPH ELLIOTT USA LLC		01/27/2026	Regular	0.00	9,875.46	109433
35946	Invoice	01/15/2026	GOLF-MERCHANDISE-PRO SHOP		0.00	4,937.73	
35947	Invoice	01/15/2026	GOLF-MERCHANDISE-PRO SHOP		0.00	4,937.73	
003577	JR ENGINEERING LLC		01/27/2026	Regular	0.00	12,506.25	109434
88208	Invoice	12/31/2025	GF-Transportation Plan-Engineering		0.00	100.00	
88213	Invoice	12/31/2025	SST-HWY 52 & COLLEGE AVE PROJECT DES...		0.00	12,406.25	
004009	KRISTIN STORK		01/27/2026	Regular	0.00	85.80	109435
2007955.001	Invoice	01/07/2026	REC-MEMBERSHIP PRO RATED REFUND-		0.00	85.80	
000729	LINDA KUDRNA		01/27/2026	Regular	0.00	60.90	109436
123125	Invoice	12/31/2025	CPR-MILEAGE REIMBURSEMENT FOR 2025...		0.00	60.90	
000735	LL JOHNSON DISTRIBUTING		01/27/2026	Regular	0.00	346.17	109437
1968794-00	Invoice	01/13/2026	GOLF-GR ROLLER REBUILD KIT-MAINT		0.00	346.17	
003741	MEMBERSPORTS INC		01/27/2026	Regular	0.00	750.00	109438
MS-3674-18011	Invoice	02/01/2026	GOLF-MONTHLY SUBSCRIPTION FOR FEB 2...		0.00	750.00	
004011	MICHELLE SWANSON		01/27/2026	Regular	0.00	336.22	109439
011626	Invoice	01/16/2026	GF-RESTITUTION PYMNT, CASE #F250464,...		0.00	336.22	
004010	NICKOLE JONES		01/27/2026	Regular	0.00	41.65	109440
2007954.001	Invoice	01/07/2026	REC-MEMBERSHIP PRO RATED REFUND-		0.00	41.65	
000861	NVAA		01/27/2026	Regular	0.00	3,465.00	109441
707	Invoice	01/13/2026	CPR-NVAA BASKETBALL FEES-ATHL		0.00	3,465.00	
000865	OFFICE DEPOT		01/27/2026	Regular	0.00	124.24	109442
445596141001	Invoice	12/31/2025	GF-SUPPLIES-ADMIN		0.00	124.24	
003545	POINT AND PAY, LLC		01/27/2026	Regular	0.00	50.00	109443
PNP11108-00-12...	Invoice	12/31/2025	GF-DECEMBER FEES-PLANNING		0.00	50.00	
000999	SHAMROCK FOODS COMPANY		01/27/2026	Regular	0.00	1,079.50	109444
35691689	Invoice	01/12/2026	GOLF-FOOD, PRE PACKAGED GOODS, BEV...		0.00	1,079.50	
001624	STATE OF COLORADO		01/27/2026	Regular	0.00	3,800.83	109445
000058945	Invoice	12/31/2025	UF-BILLS/LATE NOTICES FOR DECEMBER 2...		0.00	3,800.83	
003200	SUNICE		01/27/2026	Regular	0.00	4,412.36	109446
U5556070	Invoice	12/31/2025	GOLF-MERCHANDISE-PRO SHOP		0.00	4,412.36	
001075	THE CONSOLIDATED MUTUAL		01/27/2026	Regular	0.00	193.42	109447
011626A	Invoice	12/31/2025	UF-DEC 2025 PERRY PIT DISCHARGE PUMP...		0.00	89.45	
011626B	Invoice	12/31/2025	UF-DEC 2025 WELL PUMP B-W STOR		0.00	67.88	
011626C	Invoice	12/31/2025	UF-DEC 2025 WELL PUMP C-W STOR		0.00	36.09	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
001137	UNITED POWER		01/27/2026	Regular	0.00	204.05	109448
10213507 JAN26	Invoice	01/15/2026	GF-JANUARY 2026 ELECTRIC SERVICE 1200...		0.00	204.05	
001224	XCEL ENERGY-GAS		01/27/2026	Regular	0.00	440.45	109449
961692328	Invoice	01/20/2026	GOLF-GAS SERVICE 12/17/25-01/20/26-P...		0.00	440.45	
001195	YODER CHEVROLET LLC		01/30/2026	Regular	0.00	74,820.86	109450
DEAL #102696	Invoice	01/21/2026	GF-2026 Silverado 3500 Crew Cab Truck-P...		0.00	74,820.86	
000031	ADAMSON POLICE PRODUCTS		02/03/2026	Regular	0.00	1,129.79	109451
INV445253	Invoice	12/31/2025	GF-UNIFORMS FOR ALLEN-PD		0.00	314.95	
INV445516	Invoice	01/06/2026	GF-UNIFORMS FOR PETEK-PD		0.00	623.15	
INV445649	Invoice	01/07/2026	GF-UNIFORMS FOR W. PARKER-PD		0.00	110.70	
INV445652	Invoice	01/07/2026	GF-UNIFORM FOR WEYER-PD		0.00	80.99	
000040	AFLAC		02/03/2026	Regular	0.00	1,990.36	109452
640419	Invoice	01/01/2026	GF-SUPPLEMENTAL INS FOR JANUARY 202...		0.00	1,990.36	
000044	AGFINITY INC		02/03/2026	Regular	0.00	344.52	109453
I90030	Invoice	01/23/2026	GOLF-UNLEADED GASOHOL-MAINT		0.00	344.52	
004013	ALSCO UNIFORM		02/03/2026	Regular	0.00	144.80	109454
LLAR1787174	Invoice	01/30/2026	GF-UNIFORMS FOR W. PARKER/B. WEYER-...		0.00	144.80	
004012	ANDY McINTOSH		02/03/2026	Regular	0.00	202.10	109455
2007962.001	Invoice	01/14/2026	REC-PROGRAM REFUND		0.00	202.10	
004000	APEX WASTE SOLUTIONS		02/03/2026	Regular	0.00	40.00	109456
961187	Invoice	01/15/2026	GF-FEB 2026 TRASH SERVICE (VET OFFICE)...		0.00	40.00	
003870	BEE SMART PEST CONTROL		02/03/2026	Regular	0.00	355.00	109457
16018	Invoice	01/13/2026	GF-WINTER RODENT CONTROL-FAC		0.00	85.00	
16019	Invoice	01/13/2026	GF-RODENT CONTROL-FAC		0.00	85.00	
16064	Invoice	01/23/2026	GF-CCGC, MAINTENANCE BUILDING-FAC		0.00	185.00	
000182	CEM SALES & SERVICE INC		02/03/2026	Regular	0.00	1,130.82	109458
I2502427	Invoice	01/08/2026	REC-SPA PUMP REPAIR-REC CENTER		0.00	1,130.82	
000239	CITY OF FORT LUPTON		02/03/2026	Regular	0.00	650.00	109459
012326	Invoice	01/23/2026	GF-CASE REFUND, CIT #F250434-1		0.00	650.00	
000247	CLIFTONLARSONALLEN LLP		02/03/2026	Regular	0.00	10,500.00	109460
L261028319	Invoice	01/26/2026	UF-CLA Advisory Services-Utility		0.00	10,500.00	
000267	COLONIAL LIFE		02/03/2026	Regular	0.00	105.96	109461
78168200201959	Invoice	02/01/2026	GF-SUPPLEMENTAL INS FOR FEB 2026-HR		0.00	105.96	
000306	COMCAST BUSINESS		02/03/2026	Regular	0.00	2,766.81	109462
261063789	Invoice	01/01/2026	GC- 01/15-02/14 PHONE-GOLF COURSE		0.00	2,766.81	
000307	COMCAST CABLE COMM, LLC		02/03/2026	Regular	0.00	247.85	109463
0215335 FEB 26	Invoice	02/01/2026	GF-INTERNET SERVICE FOR FEB 2026 (VET...		0.00	247.85	
000307	COMCAST CABLE COMM, LLC		02/03/2026	Regular	0.00	303.35	109464
0117309 JAN26	Invoice	01/01/2026	REC-CABLE/MUSIC FOR JANUARY 2026-RE...		0.00	303.35	
000307	COMCAST CABLE COMM, LLC		02/03/2026	Regular	0.00	219.89	109465
0164533 FEB 26	Invoice	02/01/2026	GF-FEB 2026 INTERNET SERVICE-PW SHOP		0.00	219.89	
003559	DRAKE DUO PRINTS LTD		02/03/2026	Regular	0.00	708.10	109466
1368	Invoice	01/23/2026	REC-PRO SHOP MERCHANDISE-REC CENTER		0.00	708.10	
000445	EWING IRRIGATION PRODUCTS INC		02/03/2026	Regular	0.00	444.55	109467
28850537	Invoice	01/14/2026	GF-SUPPLIES FOR PICKLE BALL COURT-PAR...		0.00	444.55	
002011	FRONT RANGE LUMBER COMPANY		02/03/2026	Regular	0.00	33.84	109468

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
51283/2	Invoice	01/27/2026	GF-PINE FURRING STRIPS-PARKS		0.00	33.84	
003325	HEALTHY START CHILD CARE HEALTH CONSULTI		02/03/2026	Regular	0.00	135.00	109469
28	Invoice	12/31/2025	REC-DECEMBER 2025 NURSE FEE-REC CEN...		0.00	135.00	
000593	IMOGENE YOKOOJI		02/03/2026	Regular	0.00	150.92	109470
012226	Invoice	01/22/2026	REC-REIMBURSE FOR USE OF PERSONAL C...		0.00	150.92	
000655	JOHN DEERE FINANCIAL		02/03/2026	Regular	0.00	399.36	109471
76236 DEC25	Invoice	12/31/2025	CEM-PARTS/SUPPLIES-CEMETERY		0.00	399.36	
002977	JOSEPH ELLIOTT USA LLC		02/03/2026	Regular	0.00	9,875.46	109472
35948	Invoice	01/15/2026	GOLF-MERCHANDISE-PRO SHOP		0.00	4,937.73	
35949	Invoice	01/15/2026	GOLF-MERCHANDISE-PRO SHOP		0.00	4,937.73	
003784	KIMLEY-HORN AND ASSOCIATES		02/03/2026	Regular	0.00	53,960.00	109473
33633658	Invoice	12/31/2025	SD-CR31 & 14th ST OUTFALL ENGINEERIN...		0.00	13,020.00	
33805239	Invoice	12/31/2025	SD-CR31 & 14th ST OUTFALL ENGINEERIN...		0.00	12,075.00	
34143472	Invoice	12/31/2025	SD-CR31 & 14th ST OUTFALL ENGINEERIN...		0.00	16,482.50	
34481305	Invoice	12/31/2025	SD-CR31 & 14th ST OUTFALL ENGINEERIN...		0.00	12,382.50	
004009	KRISTIN STORK		02/03/2026	Regular	0.00	20.00	109474
2007967.001	Invoice	01/16/2026	REC-PROGRAM REFUND-		0.00	20.00	
000722	LIFE FITNESS		02/03/2026	Regular	0.00	84.20	109475
8177023	Invoice	12/31/2025	REC-CABLE EQUIPEMENT SYSTEM REPAIR-...		0.00	84.20	
000724	LIFELOC TECHNOLOGIES INC		02/03/2026	Regular	0.00	922.78	109476
425664	Invoice	01/09/2026	GF-PORTABLE BREATH TESTER-PD		0.00	922.78	
003514	LYONS SANDSTONE		02/03/2026	Regular	0.00	550.00	109477
28933-01	Invoice	01/05/2026	GF-FREIGHT & HANDLING-PARKS		0.00	550.00	
001732	NELSON & KENNARD, ATTORNEYS AT LAW		02/03/2026	Regular	0.00	684.17	109478
010926	Invoice	01/09/2026	GF-M. MUNOZ GARNISHMENT-		0.00	382.19	
072525	Invoice	12/31/2025	GF-M. MUNOZ, GARNISHMENT-		0.00	301.98	
000835	NEOGOV		02/03/2026	Regular	0.00	16,150.33	109479
INV-150695	Invoice	01/14/2026	Neogov		0.00	16,150.33	
000865	OFFICE DEPOT		02/03/2026	Regular	0.00	75.22	109480
455967104001	Invoice	01/15/2026	GF-LAMINATING POUCHES, PAPER PLATES...		0.00	48.03	
455974101001	Invoice	01/15/2026	GF-ROCKLINE FILTER-ADMIN		0.00	27.19	
001518	PETS EMERGENCY HOSPITAL		02/03/2026	Regular	0.00	650.00	109481
529116	Invoice	12/31/2025	GF-EMERGENCY VET SERVICES-CODE		0.00	650.00	
003597	READYDIG COLORADO LLC		02/03/2026	Regular	0.00	14,250.00	109482
E00915	Invoice	01/26/2026	2023 XCMG AG2632AC Scissor Lift		0.00	14,250.00	
000956	ROCKY MOUNTAIN LOW VOLTAGE		02/03/2026	Regular	0.00	75.00	109483
20260079	Invoice	01/07/2026	CPR-ELEVATOR MAINTENANCE-MUSEUM		0.00	75.00	
003943	SENERGY PETROLEUM, LLC		02/03/2026	Regular	0.00	222.10	109484
415374000	Invoice	01/15/2026	G/UF/CEM-OIL FOR FORD TRUCK, GAS EQ...		0.00	397.10	
621005989	Credit Memo	01/23/2026	GF/UF-CREDIT FOR RETURNS-		0.00	-175.00	
001031	SPWRAP		02/03/2026	Regular	0.00	3,182.62	109485
012626	Invoice	01/26/2026	WST-2026 SPWRAP Assessment-Water		0.00	3,182.62	
002694	SYMMETRY ENERGY SOLUTIONS LLC		02/03/2026	Regular	0.00	5,033.05	109486
21289804	Invoice	12/31/2025	REC-NATURAL GAS SERVICE FOR DECEMB...		0.00	5,033.05	
001064	TAYLORMADE GOLF COMPANY INC		02/03/2026	Regular	0.00	383.13	109487
38841338	Invoice	01/23/2026	GOLF-MERCHANDISE-PRO SHOP		0.00	383.13	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
001104	TOSHIBA BUSINESS SOLUTIONS		02/03/2026	Regular	0.00	1,824.00	109488
2375270	Invoice	12/30/2025	Toshiba eFax		0.00	1,824.00	
003019	VICTORY FIRE PROTECTION		02/03/2026	Regular	0.00	360.00	109489
12467169	Invoice	12/31/2025	GOLF-SPRINKLER INSPECTION-PRO SHOP		0.00	360.00	
001224	XCEL ENERGY-GAS		02/03/2026	Regular	0.00	915.22	109490
962102449	Invoice	01/22/2026	GF-JAN26GAS BILL-PLANNING UNIT13		0.00	915.22	
001943	PINNACOL ASSURANCE		01/21/2026	EFT	0.00	1,000.00	9100518
INV-2273283	Invoice	01/14/2026	GF-Work Comp Deductible-Misc		0.00	1,000.00	
000024	ACE HARDWARE OF FORT LUPTON		01/27/2026	EFT	0.00	64.33	9100519
111307/1	Invoice	01/13/2026	GOLF-SUPPLIES, PARTS-PRO SHOP		0.00	61.54	
111378/1	Invoice	01/20/2026	GOLF-SCREWS-PRO SHOP		0.00	2.79	
000048	AIRGAS USA LLC		01/27/2026	EFT	0.00	26.56	9100520
5521779139	Invoice	12/31/2025	GOLF-LARGE ACETYLENE & OXYGEN CYLIN...		0.00	26.56	
001293	AMAZON.COM		01/27/2026	EFT	0.00	1,790.06	9100521
13LG-7N3C-JK1R	Credit Memo	12/18/2025	CPR-CREDIT FOR RETURNS-EVENTS		0.00	-19.99	
1CFT-VTJM-DVYX	Invoice	01/05/2026	REC/CPR-MISC ITEMS-REC CENTER/COMM...		0.00	1,592.60	
1Q6Q-G74H-CGQK	Invoice	01/05/2026	GF-COMMERCIAL GRADE DOG WASTE REF...		0.00	217.45	
001820	BADGER METER		01/27/2026	EFT	0.00	2,657.24	9100522
1780066	Invoice	01/14/2026	UF-WATER METER SERVICES-W LINES		0.00	2,657.24	
000211	CH2M		01/27/2026	EFT	0.00	7,894.50	9100523
D3410909-02	Invoice	01/21/2026	UF - WTP Sampling Station Design		0.00	7,894.50	
000232	CIRSA		01/27/2026	EFT	0.00	420.50	9100524
INV1003589	Invoice	01/20/2026	GF-2026 CSWAMP/VAMP-MISC		0.00	420.50	
002899	DIG DEEP RESEARCH, LLC		01/27/2026	EFT	0.00	19,453.00	9100525
2018	Invoice	01/14/2026	GF-DOLA Planning Capacity Grant Pursuit		0.00	19,453.00	
003720	FREDERICK M GOODBEE		01/27/2026	EFT	0.00	1,600.00	9100526
012126	Invoice	01/21/2026	GF-JUDICIAL SERVICES FOR JANUARY 2026...		0.00	1,600.00	
000659	JOHNSON AUTO PLAZA		01/27/2026	EFT	0.00	1,093.64	9100527
121925	Invoice	01/21/2026	Vehicle Sales Tax Refund		0.00	1,093.64	
000691	KONE INC		01/27/2026	EFT	0.00	140.80	9100528
871899459	Invoice	12/31/2025	REC-ELEVATRO MAINTENANCE-REC CENT...		0.00	140.80	
003259	KUMAR & ASSOCIATES, INC.		01/27/2026	EFT	0.00	4,105.00	9100529
240086	Invoice	01/21/2026	GF-City Hall Const.Observation & Materials..		0.00	4,105.00	
000869	OPERATIONS MANAGEMENT INT		01/27/2026	EFT	0.00	118,132.02	9100530
351230-27-02	Invoice	02/01/2026	GF-FEBRUARY 2026 OMI SERVICES		0.00	118,132.02	
000862	O'REILLY AUTO PARTS		01/27/2026	EFT	0.00	348.02	9100531
4489-268916	Invoice	01/06/2026	SF-BATTERY FOR UNIT 14, NITRILE GLOVES...		0.00	329.64	
4489-270512	Invoice	01/15/2026	GF-DIESEL TANK FOR FLEETS-STREETS		0.00	18.38	
001126	TYLER TECHNOLOGIES		01/27/2026	EFT	0.00	2,708.00	9100532
025-539034	Invoice	12/31/2025	GF-2025 ONLINE PORTAL FEE-COURT		0.00	210.00	
1885	Invoice	01/01/2026	GF-2026 TYLER CONFERENCE-COURT		0.00	2,498.00	
003398	UNIVERSITY AUTO PARTS		01/27/2026	EFT	0.00	110.40	9100533
260886	Invoice	01/15/2026	uf/sf-parts for 2008 chevy sliverado-w/s li...		0.00	110.40	
000024	ACE HARDWARE OF FORT LUPTON		02/03/2026	EFT	0.00	299.92	9100534
111297/1	Invoice	01/12/2026	GOLF-PARTS/SUPPLIES-MAINT		0.00	105.11	
111308/1	Invoice	01/13/2026	GOLF-PARTS-MAINT		0.00	56.35	
111391/1	Invoice	01/21/2026	GOLF-PARTS/SUPPLIES-MAINT		0.00	70.54	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
111414/1	Invoice	01/22/2026	GOLF-SUPPLIES-MAINT		0.00	57.94	
111477/1	Invoice	01/28/2026	GOLF-HOLDER TOOL SCREW BULK-MAINT		0.00	9.98	
003196	AMAZE HEALTH		02/03/2026	EFT	0.00	1,740.00	9100535
INV-10692	Invoice	12/31/2025	GF-DEC 2025 MONTHLY USER FEES-MISC		0.00	1,740.00	
003962	BOHANNAN HUSTON INC		02/03/2026	EFT	0.00	3,899.50	9100536
000137285	Invoice	12/31/2025	UF-DROUGHT RESPONSE PLAN ENGINEER...		0.00	3,899.50	
002835	BRANDING BY BRE		02/03/2026	EFT	0.00	3,500.00	9100537
1398	Invoice	02/01/2026	GF-SOCIAL MEDIA MANAGEMENT FOR FEB..		0.00	3,500.00	
002853	BUCKEYE CLEANING CENTER		02/03/2026	EFT	0.00	2,649.83	9100538
90728181	Invoice	01/09/2026	REC-JANITORIAL SUPPLIES-REC CENTER		0.00	2,268.07	
90728182	Invoice	01/09/2026	GF-SOAP FOR PARK RESTROOM-PARKS		0.00	175.88	
90728564	Invoice	01/12/2026	REC-REPAIRS TO FLOOR SCRUBBER-REC C...		0.00	125.00	
90728845	Invoice	01/13/2026	GOLF-SUPPLIES-PRO SHOP		0.00	80.88	
002122	BURNS & MCDONNELL ENGINEERING CO INC		02/03/2026	EFT	0.00	143,380.94	9100539
160868-27	Invoice	01/24/2026	UF-WATER TOWER CONSTRUCTION MAN...		0.00	107,286.29	
169164-21	Invoice	12/31/2025	UF-LIFT STATION/FORCE MAIN PROJECT R...		0.00	36,094.65	
003166	CODE RED AUDITS, LLC		02/03/2026	EFT	0.00	25,393.30	9100540
INV-FLrcCMrp-26...	Invoice	01/21/2026	Rec Center - Upgrade of Internal Cameras		0.00	25,393.30	
000909	FERGUSON ENTERPRISES, LLC		02/03/2026	EFT	0.00	2,343.45	9100541
0303550	Invoice	01/13/2026	UF-PARTS/SUPPLIES-W LINES		0.00	2,201.04	
0303555	Invoice	01/13/2026	UF-SUPPLIES-W LINES		0.00	142.41	
003874	HPM, INC.		02/03/2026	EFT	0.00	2,066,615.89	9100542
005	Invoice	12/31/2025	UF-ELEVATED STORAGE TANK CONSTRUCT...		0.00	2,066,615.89	
000597	INSIGHT PUBLIC SECTOR INC		02/03/2026	EFT	0.00	936.42	9100543
1101353561	Invoice	01/21/2026	Additional license for Shannon Devries - Pl...		0.00	936.42	
000783	MEANDERING WITH MARY		02/03/2026	EFT	0.00	125.00	9100544
011326	Invoice	01/13/2026	CPR-JANUARY 2026 CASINO TRIP-SENIORS		0.00	125.00	
003316	MIGUEL IRAOLA		02/03/2026	EFT	0.00	525.00	9100545
01312026	Invoice	01/24/2026	GF-JANUARY 2026 TRANSLATION SERVICES..		0.00	525.00	
003480	NOCO HUMANE		02/03/2026	EFT	0.00	2,220.00	9100546
1028	Invoice	12/31/2025	GF-OCT-DEC 2025 ANIMAL SHELTER SERVI...		0.00	2,220.00	
000862	O'REILLY AUTO PARTS		02/03/2026	EFT	0.00	468.03	9100547
4489-270241	Invoice	01/14/2026	UF/SF-PARTS FOR UNIT 42, CHVY SILVERA...		0.00	98.73	
4489-270326	Invoice	01/14/2026	UF/SF-PARTS FOR 2008 CHEVY SILVERADO,..		0.00	66.09	
4489-271306	Invoice	01/20/2026	GOLF-BATTERY-MAINT		0.00	171.43	
4489-271700	Invoice	01/22/2026	GF-RETAINER, MINI BULB-PARKS		0.00	11.80	
4489-272504	Invoice	01/27/2026	GF-MOTOR OIL-PARKS		0.00	99.99	
4489-272604	Invoice	01/28/2026	GF-DEGREASER-PARKS		0.00	19.99	
001629	PASTPERFECT SOFTWARE INC		02/03/2026	EFT	0.00	540.00	9100548
2026-42087	Invoice	02/01/2026	CPR-SOFTWARE SUPPORT RENEWAL-MUS...		0.00	540.00	
000931	R & L TIRES		02/03/2026	EFT	0.00	499.19	9100549
61259	Invoice	01/19/2026	GF-TIRE SERVICES-FAC		0.00	499.19	
003491	THALLE CONSTRUCTION CO INC		02/03/2026	EFT	0.00	554,330.62	9100550
16	Invoice	12/31/2025	UF FORCE MAIN & LIFT CONSTRUCITON S...		0.00	554,330.62	
001101	TODD HODGES DESIGN, LLC		02/03/2026	EFT	0.00	5,220.80	9100551
3755	Invoice	01/25/2026	GF-PLANNING SERVICES JAN 12-25, 2026-...		0.00	5,220.80	
001126	TYLER TECHNOLOGIES		02/03/2026	EFT	0.00	1,249.00	9100552

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
3165	Invoice	01/26/2026	GF-2026 CONFERENCE FOR C FRANCONE-F...		0.00	1,249.00	
003160	UNITEDHEALTHCARE INSURANCE COMPANY		02/03/2026	EFT	0.00	151,776.95	9100553
259030473208	Invoice	02/01/2026	GF-HEALTH INS FOR FEBRUARY 2026-HR		0.00	151,776.95	
003398	UNIVERSITY AUTO PARTS		02/03/2026	EFT	0.00	104.93	9100554
261348	Invoice	01/20/2026	GF/UF/SF-LED TRAILER LIGHT KIT FOR SPE...		0.00	74.99	
261407	Invoice	01/20/2026	GF-WINDSHIELD WASHER FLUID-PARKS		0.00	29.94	
000119	BANK OF COLORADO		01/23/2026	Bank Draft	0.00	8,959.85	DFT0002717
INV0001907	Invoice	01/23/2026	HSA DISTRIBUTION		0.00	8,959.85	
000119	BANK OF COLORADO		01/23/2026	Bank Draft	0.00	1,787.07	DFT0002718
INV0001908	Invoice	01/23/2026	HSA DISTRIBUTION		0.00	1,787.07	
001416	VALIC_1		01/23/2026	Bank Draft	0.00	55,260.73	DFT0002719
INV0001909	Invoice	01/23/2026	VALIC - 457(b) $ Contributions		0.00	55,260.73	
001265	IRS		01/23/2026	Bank Draft	0.00	93,538.61	DFT0002720
INV0001912	Invoice	01/23/2026	Federal Withholding		0.00	93,538.61	
001418	CO DEPARTMENT OF REVENUE		01/23/2026	Bank Draft	0.00	15,784.00	DFT0002721
INV0001913	Invoice	01/23/2026	CO Withholding		0.00	15,784.00	

Bank Code New Main Operating Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	108	79	0.00	312,463.65
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	175,330.26
EFT's	57	37	0.00	3,129,362.84
	170	**121**	**0.00**	**3,617,156.75**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	108	79	0.00	312,463.65
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	175,330.26
EFT's	57	37	0.00	3,129,362.84
	170	**121**	**0.00**	**3,617,156.75**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	1/2026	518,117.68
999	POOLED CASH/CONSOLIDATED CASH	2/2026	3,099,039.07
			3,617,156.75

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 20, 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 20, 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, Valerie Blackston, and David Crespin.

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 David Crespin 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 20, 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:

- January 6, 2026 City Council Meeting Minutes
- Approving Resolution 2026R008 APPOINTING CHIEF WILLIAM CARNES TO THE WELD COUNTY E911 ADVISORY COMMITTEE FOR A TERM BEGINNING JANUARY 10, 2026 AND ENDING JANUARY 10, 2028 (AM 2026-015)
- Approving a Grant Application Allocating Funds for Proactive Safety Enforcement and Authorizing Acceptance of the Grant (AM 2026-016)
- Approving Resolution 2026R009 FOR COVERAGE UNDER THE FIRE AND POLICE PENSION ASSOCIATION (FPPA) RETIREMENT PLAN FOR POLICE OFFICERS (AM 2026-017)

- 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 (AM 2026-021)
- 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 (AM 2026-022)
- Approve Resolution 2026R0010 RATIFYING THE APPOINTMENT OF LYNETTE PEPPLER 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 (AM 2026-023)
- Approve the Finance Director's Signature on the Statement of Work for the Account Services Contract with CliftonLarsonAllen (AM 2026-024)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

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

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.

Mari Peña, City Clerk distributed ballots to the governing body to cast their vote for the appointment. Councilmember Valerie Blackston recused herself from the vote at 6:03 p.m. Following a tie vote between Bruce Davis and Julianna Williams, a runoff vote was conducted. By a majority vote, the governing body appointed Bruce Davis to the position.

Councilmember Valerie Blackstone returned to the meeting at 6:09 p.m.

City Clerk Mari Peña, administered the oath of office to Bruce Davis as Ward II Councilmember.

The Mayor called for a recess at 6:11 p.m. to allow Bruce Davis to get seated at the dias. The meeting reconvened at 6:13 p.m.

It was moved by Bruce Fitzgerald and seconded by Michael Sanchez to Approve Resolution 2025R011 Appointing Bruce Davis to Fill the Ward II City Council Position Vacancy for a Term Beginning January 20, 2026 and Ending November 2027. Motion passed unanimously on roll call vote.

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

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.

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.

It was moved by Michael Sanchez and seconded by Valerie Blackston to Award 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. Motion passed unanimously on roll call vote.

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.

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.

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).

It was moved by Bruce Fitzgerald and seconded by Claud Hanes to 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. Motion passed unanimously on roll call vote.

PUBLIC HEARING

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

Mayor Hubbard opened the public hearing at 6:18 p.m.

Sean Mcdermott, City Planner, stated Fire Marshal Taw Tamlin and Building Official Jose Gonzalez will provide an overview of the amendments to be made to the Building Regulations in the Municipal Code. Mr. McDermott stated all notification requirements have been met. 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 and if the changes are approved they will take effect on March 28, 2026. He also stated five public comment letters have been received.

Building Official Jose Gonzalez provided an overview of the codes to be updated. 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.

Fire Marshal Taw Tamlin provided more information regarding the changes to the International Fire Code.

Mayor Ceretto asked if anyone had any questions. Councilmember Bruce Davis asked what the cost for the sprinkler installation in Townhomes and Duplexes would be. Mr. Tamlin stated the cost will depend on what kind of system has to be installed. Typically, it is about $3.00-$5.00 per square foot. Councilmember Davis also asked if thought has been given to reduce duplexes out of this requirement since they have a dual exit. Mr. Tamlin stated he believes it is important for duplexes to have the sprinkler requirement.

Mayor Hubbard asked if anyone from the public wanted to speak for or against the proposal.

Ryan Barnes with Baessler Homes addressed Council and urged them to remove section 309 from the IRC -Automatic Fire Sprinklers. He stated the main concern is affordability for home buyers. The cost of the homes will go up about $4,042.00 due to the State passing the Colorado Model Energy and Electric Ready Mandate. If the fire sprinkler requirement is passed, the cost to the home builder will be about $3,500.00 which will also increase the price per townhome.

Jay Gardner with Baessler Homes addressed Council and also encouraged them to delete section 309 from the code changes.

Mayor Ceretto asked if Council had any other questions. Councilmember Bruce Davis asked if anyone has thought about how much water will be needed if the sprinklers go off. Mr. Tamlin stated the water pressure in town is very good and the P2904 sprinkler system will be tied into the house's water system, regular piping can be used. He does not foresee needing a pump and tank for sprinkler systems.

Hearing no more questions, Mayor Ceretto closed the hearing at 6:45 p.m.

It was moved by David Crespin and seconded by Valerie Blackston to Adopt Ordinance 2026-1198 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. Motion carried with 5 yes votes, 1 no vote from Bruce Fitzgerald and 1 abstain from Bruce Davis.

INFORMATION MEMORANDUM

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

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.

STAFF REPORTS

Roy Vestal, Public Works Director, invited everyone to attend the Public Meeting regarding round-a-bouts next Wednesday at 6:00 p.m.

MAYOR/COUNCIL REPORTS

Chris Cross, City Administrator, took a moment to recognize Alan Kaylor, prior Superintendent for the School District as he passed away on December 23, 2025. His Celebration of Life was held January 16, 2026. Mr. Cross stated there was a big turn out from the community.

FUTURE CITY EVENTS

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

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.

ADJOURNMENT

The meeting adjourned at 6:51 p.m.

Submitted by,

____
Maricela Peña, City Clerk

Approved by City Council,

____
Chris Ceretto, Mayor

City Council Meeting
Date: February 3, 2026
Staff: Mari Peña, City Clerk

AM 2026-026
Public Hearing☐

SUBJECT FOR DISCUSSION

Adopting an Ordinance Revising Section 2-7 Canceling the Election, of the Fort Lupton Municipal Code

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Following the passage of Senate Bill 16-142 in 2016, the City updated its ordinance to require write-in affidavits be completed at least 64 days prior to an election. The update did not include the window to cancel an election adjusted from 19 to 64 days before the election.

This update will bring the ordinance into full compliance with Senate Bill 16-142 and CRS 31-10-507.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

The change must be approved to align with the Colorado Revises Statutes

STAFF RECOMMENDATIONS

Attachments: a. Ordinance

Certification of Council Approval:
Ordinance No. _______________ City Clerk Date
Resolution No. _______________

ORDINANCE NO. 2026-xxxx

INTRODUCED BY:

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO AMENDING SECTION 2-7. CANCELLATION OF ELECTION, OF THE FORT LUPTON MUNICIPAL CODE

WHEREAS, Senate Bill 16-142, amended the cancellation of election to sixty-four days before the election; and

WHEREAS, the City of Fort Lupton is a statutory municipality and works under the Colorado Revised State Statutes;

NOW THEREFORE be it ordained by the City Council of the City of Fort Lupton, Colorado, as follows:

Sec. 2-7. Cancellation of election.

(a) If the only matter before the electors is the election of persons to office and if, at the close of business on the sixty-fourth day before the election, there are not more candidates than offices to be filled at such election, including candidates filing affidavits of intent as set forth above, the City Clerk, if instructed by resolution of the City Council either before or after such date, shall cancel the election and the City Council shall by resolution declare the candidates elected. Upon such declaration, the candidates shall be deemed elected as of the effective date of the resolution.

(b) Notice of such cancellation shall be published, if possible, and notice of such cancellation shall be posted at each polling place.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 3rd day of February, 2026.

PUBLISHED in the Fort Lupton Press the __ day of __, 2026.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED by title only this __ 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 to Form:

____
Andy Ausmus, City Attorney

SUBJECT FOR DISCUSSION

Approve Payment to Northern Colorado Water Conservancy District (NCWCD) for Operations and Maintenance on Chimney Hollow Reservoir for an Amount Not to Exceed $62,865.92 to be Paid from the Utility Fund – Water Departments.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Windy Gap Firming Project's Chimney Hollow construction is complete and is starting to fill. NCWCD is now charging operations and maintenance costs on the project.

FINANCIAL CONSIDERATIONS

The Utility Fund has $290,000 budgeted for assessment fees from NCWCD for projects including Chimney Hollow and Colorado Big Thompson. The 2026 budget was increased in anticipation of the startup of Chimney Hollow.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve payment from the Utility Fund to NCWCD of $62,865.92 for Windy Gap Firming.

Attachments: a. Invoice

Certification of Council Approval:
Ordinance No. _______________ _________________________ City Clerk __________ Date
Resolution No. _______________

INVOICE 13742

Municipal Subdistrict
Windy Gap Firming Project

220 Water Avenue, Berthoud, CO 80513
Phone 800-369-7246 Fax 877-851-0017

DATE: JANUARY 19, 2026

BILL TO

Chris Cross
City Administrator
City of Fort Lupton
130 South McKinley Avenue
Fort Lupton, CO 80621
ccross@fortluptonco.gov

DESCRIPTION	AMOUNT PAYABLE TO NORTHERN WATER
Fiscal Year 2026 Assessment	
Chimney Hollow:	
Start Up Costs	$9,916.67
Operations & Maintenance	27,105.56
Operations & Maintenance Reserve	1,322.22
Indirect Cost Allocation	24,521.47
Senior Revenue Bond Series 2021 Debt Service	0.00
CWCB Initial Loan Bond Series 2021 Debt Service	0.00
CWCB Completion Loan Bond Series 2024 Debt Service	0.00
Liquidity Fund	0.00
Assessment Credit (Allotee Loan Interest Earned Credit)	0.00
Amounts due in accordance with the Allotment Contract, including all subsequent amendments, dated November 12, 2020	
PLEASE REMIT PAYMENT TO: Municipal Subdistrict Windy Gap Firming Project 220 Water Avenue Berthoud, CO 80513	
Due: February 19, 2026 — AMOUNT DUE TO NORTHERN WATER	$62,865.92

Questions? Contact: Shawn Cyr at 970-622-2293.

PLEASE CONTACT JEN POL 970-622-2290 FOR NORTHERN WATER ACH/WIRE INSTRUCTIONS.

THANK YOU!

FY 2026 WGFP Assessments											
WGFP Allottee	**WGFP Allotment (WGFP Units)**	**FY26 Assessment**	***O&M***	***O&M Reserve***	***Start-Up Cost***	***Indirect Cost***	***Bond Debt Service***	***CWCB Initial Loan Interest***	***CWCB Completion Loan Interest***	***Liquidity Fund***	***Assessment Credits***
Broomfield	26,464	$1,887,202.76	$ 602,791.11	$ 29,404.45	$ 220,533.34	$ 545,324.53	$ -	$ -	$ 245,243.85	$ 243,905.48	$ -
Platte River Power Authority	16,000	$6,714,087.90	$ 364,444.44	$ 17,777.78	$ 133,333.33	$ 329,700.44	$ 5,035,779.22	$ 1,076,853.93	$ 165,602.65	$ 159,656.69	$ (569,060.58)
Loveland	10,000	$713,120.75	$ 227,777.78	$ 11,111.11	$ 83,333.33	$ 206,062.78	$ -	$ -	$ 92,670.74	$ 92,165.01	$ -
Greeley	9,189	$3,313,228.55	$ 209,305.00	$ 10,210.00	$ 76,575.00	$ 189,351.09	$ 2,353,000.00	$ 618,450.67	$ 95,107.67	$ 91,692.85	$ (330,463.73)
Longmont	7,500	$534,840.55	$ 170,833.33	$ 8,333.33	$ 62,500.00	$ 154,547.08	$ -	$ -	$ 69,503.05	$ 69,123.76	$ -
Erie	6,000	$2,517,782.62	$ 136,666.67	$ 6,666.67	$ 50,000.00	$ 123,637.67	$ 1,888,417.21	$ 403,820.23	$ 62,100.99	$ 59,871.27	$ (213,398.09)
Little Thompson Water District	4,850	$2,035,207.39	$ 110,472.22	$ 5,388.89	$ 40,416.67	$ 99,940.45	$ 1,526,470.58	$ 326,421.35	$ 50,198.30	$ 48,395.94	$ (172,497.01)
Superior	4,726	$1,983,173.18	$ 107,647.78	$ 5,251.11	$ 39,383.33	$ 97,385.27	$ 1,487,443.29	$ 318,075.73	$ 48,914.88	$ 47,158.60	$ (168,086.81)
Louisville	2,835	$1,189,652.88	$ 64,575.00	$ 3,150.00	$ 23,625.00	$ 58,418.80	$ 892,277.13	$ 190,805.06	$ 29,342.72	$ 28,289.17	$ (100,830.00)
Fort Lupton	1,190	$62,865.92	$ 27,105.56	$ 1,322.22	$ 9,916.67	$ 24,521.47	$ -	$ -	$ -	$ -	$ -
Lafayette	900	$377,667.73	$ 20,500.00	$ 1,000.00	$ 7,500.00	$ 18,545.65	$ 283,262.57	$ 60,573.03	$ 9,315.15	$ 8,980.69	$ (32,009.36)
Central Weld County Water District	346	$18,278.65	$ 7,881.11	$ 384.44	$ 2,883.33	$ 7,129.77	$ -	$ -	$ -	$ -	$ -
Totals	**90,000**	**$21,347,108.88**	**$ 2,050,000.00**	**$ 100,000.00**	**$ 750,000.00**	**$1,854,565.00**	**$13,466,650.00**	**$2,995,000.00**	**$868,000.00**	**$ 849,239.46**	**$(1,586,345.58)**

City Council Meeting
Date: February 3, 2026
Staff: Chris Cross,
City Administrator

AM 2026-028
Public Hearing☐

SUBJECT FOR DISCUSSION

Authorize the Mayor to Execute an Intergovernmental Agreement with Todd Creek Village Metropolitan District to Provide Sewer Service to Designated Areas of the City.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Todd Creek Village Metropolitan District (TCVMD) is in the Cities 208 Service area west of Highway 85. They completed the necessary steps to join Metro Water Recovery treatment plant and will be constructing the sewer collection system as they develop. In an effort to utilize a cost-effective manner towards growth and avoid unnecessarily duplicate infrastructure the City has worked with TCVMD to provide sewer service to the City's growth area west of Highway 85.

The City and TCVMD believe that entering into this Sewer Service Administration IGA is essential to providing public sewer improvements in a manner that allows for the orderly and well-planned development of the Sanitary Sewer Service Area. This partnership will allow the City to continue its comprehensive growth plan on the west side of the river.

TCVMD will be the billing agency and responsible for the utility operation for all served under the agreement.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

City Attorney has been involved during the drafting of this agreement and approves of its final form.

ALTERNATIVES/OPTIONS

- Approve
- Do not approve

STAFF RECOMMENDATIONS

Staff recommends authorization by the Mayor to execute the agreement with Todd Creek Village Metropolitan District to provide sewer service to designated areas of the City.

Attachments: a. Amended and Restated Intergovernmental Agreement

Certification of Council Approval:
Ordinance No. _______________ _________________________ City Clerk ___________ Date
Resolution No. _______________

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF FORT LUPTON AND TODD CREEK VILLAGE METROPOLITAN DISTRICT
(Sewer Service Administration)

This **AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT** (this "**Sewer Service Administration IGA**") is entered into and effective this December 19, 2025, by and between the **CITY OF FORT LUPTON**, a municipal corporation and political subdivision of the State of Colorado, including its Utility Enterprise (together with its successors and assigns, "**Fort Lupton**"), and **TODD CREEK VILLAGE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (together with its successors and assigns, the "**District**"). Individually, Fort Lupton and the District are referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Sections 29-1-203 and 29-20-105, C.R.S. authorize and enable governments of the State of Colorado (the "**State**") to enter into cooperative agreements or contracts, regarding public infrastructure matters, including funding the design and construction of public infrastructure such as potable and non-potable water treatment and delivery systems, sanitary sewer collection systems, and sanitary sewer conveyance and treatment facilities that may be necessary or desirable to support development, together with mutually binding and enforceable comprehensive development plans regarding planning, zoning, subdivision, building, and related regulations within areas under their mutual jurisdiction; and

WHEREAS, the District previously obtained a court order in Adams County District Court on March 28, 2008 to change its name from Todd Creek Farms Metropolitan District No. 1; and

WHEREAS, in 2006, the Parties entered into that certain Intergovernmental Agreement by and Between the City of Fort Lupton and Todd Creek Farms Metropolitan District No. 1 (the "**2006 IGA**") whereby they agreed to certain terms and conditions related to the provision of sanitary sewer services; and

WHEREAS, the Parties intend that this Sewer Service Administration IGA shall replace and supersede the 2006 IGA in its entirety; and

WHEREAS, Fort Lupton is located in Weld County (the "**County**") and is entering into this Sewer Service Administration IGA in order to better serve those customers located within its existing 208 service area and to prepare to serve future customers; and

WHEREAS, in 2007, the District expanded its service area into the County (the "**Todd Creek Weld County Service Area**"), as depicted in **Exhibit A**, and on April 30, 2012, the County adopted Resolution 2012-1127 BC 0043 formally acknowledging and approving the 2007 expansion into the Weld County Service Area; and

WHEREAS, Fort Lupton and the District have determined it was in the best interest of both Parties to separately join Metro Water Recovery ("**MWR**") and each Party send its wastewater to the North Treatment Plant of MWR. Each Party has gone through the process to join MWR and are legally approved to send wastewater to the North Treatment Plant for treatment; and

WHEREAS, it is the desire of the Parties that the District be responsible for the financing, design, and construction, of all infrastructure necessary for a sewer collection system (the "**Sewer Collection System**") as well as the ongoing management and operation of the Sewer Collection System within the Todd Creek Weld County Service Area and the "**Potential Sewer Service Area Expansion**," as depicted in Exhibit A (herein collectively, the "**Sanitary Sewer Service Area**"), pursuant to the terms and conditions contained herein; and

WHEREAS, the Parties agree that the District is the Administrator for the Sanitary Sewer Service Area and shall be responsible for the design, construction, ongoing management, operation, and maintenance of the Sewer Collection System; and

WHEREAS, the Parties believe that entering into this Sewer Service Administration IGA is essential to providing public sewer improvements in a manner that allows for the orderly and well-planned development of the Sanitary Sewer Service Area; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants set forth in this Sewer Service Administration IGA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

TERMS AND CONDITIONS

1. <u>Sewer Collection System</u>. The Parties hereby agree that the District shall be responsible for the design, financing, and construction of the Sewer Collection System within the Todd Creek Weld County Service Area. Fort Lupton shall in no way be responsible for completing the Sewer Collection System and all decisions related to its design, financing, and construction shall be made by the District after consultation with Fort Lupton. The District shall be responsible for complying with all applicable laws, rules, and regulations, including but not limited to public bidding and contracting requirements as they relate to the construction of the Sewer Collection System. If service is expanded to the Potential Sewer Service Area Expansion, the same responsibilities will apply as in the Todd Creek Weld County Service Area. As it pertains to this Sewer Service Administration IGA, as customers secure all required approvals, the property shall transition from the Potential Sewer Service Area Expansion to the Todd Creek Weld County Service Area. The District shall carry sufficient insurance to protect against any claims that may arise as a result of its efforts to design, finance, and construct the Sewer Collection System.

2. <u>Land Use and Annexation</u>: Fort Lupton shall provide to the District notice of any proposed annexation within the Todd Creek Weld County Service Area or Potential Sewer Service Area Expansion, per statutory requirements. The District shall provide to Fort Lupton notice of any request for service within the Todd Creek Weld County Service Area or Potential Sewer Service Area Expansion. If Fort Lupton responds to said notice with an

interest in annexation, the District shall require a representative of the proposed service location to meet with Fort Lupton at a pre-application meeting prior to the District providing a will serve letter.

3. Coordination Meetings. Representatives for the Parties are hereby required to hold annual meetings throughout the period of the buildout of the Sewer Collection System in order to provide progress updates and discuss any unresolved matters.

4. Construction Standards. The District hereby agrees that the main interceptors within the Sewer Collection System shall be designed and constructed in accordance with the standards of MWR.

5. Sewer Collection System Administration. The Parties hereby agree that the District shall be responsible for the ongoing administration, management, and operation of the Sewer Collection System within the Sanitary Sewer Service Area. All costs associated with the same shall be the sole responsibility of the District. The District shall collect all fees associated with the Sanitary Sewer Service Area and distribute them as required. The District shall at all times comply with all applicable laws, rules, and regulations regarding the operation of the Sewer Collection System and any relevant regulations in connection with 208 service area compliance.

6. Sewer Collection System Ownership and Operation. The District shall have ownership of the Sewer Collection System. Master meter billing shall apply for any connections going into the Fort Lupton conveyance system to MWR. The same shall apply for any connections going into the Todd Creek conveyance system to MWR from the Fort Lupton system.

7. Rates

    a. A demand study shall be completed prior to commencing service within the Sanitary Sewer Service Area. The District shall perform the study to determine the cost for each parcel to be added within the Sanitary Sewer Service Area. The District will coordinate with applicants for each new parcel for the study fee. The fee for the study shall be according to the District's adopted fee structure. The District may adjust these fees from time to time according to the District's standard procedure.

    b. The fee for the District capital investment and installation shall be according to the District's adopted fee structure. The District may adjust these fees from time to time according to the District's standard procedure. The District will coordinate with applicants for the capital investment and installation fee.

    c. The Parties agree that the District shall be solely responsible for timely billing each customer located within the Sanitary Sewer Service Area that receives sewer service during the previous month at the District's current retail rate, and such rate may be revised from time to time by the District according to the District's standard procedure.

d. Billing for the District's rates shall be as provided in the tariffs and rules and regulations of the District, as may be amended from time to time by the District. Any bill not paid by a customer located within the Sanitary Sewer Service Area that receives sewer service from the District shall be subject to the termination of service according to the terms of the tariffs and rules and regulations of the District for nonpayment, and to a delinquency fee.

8. Term. This Sewer Service Administration IGA shall remain in full force and effect for thirty (30) years from the date of execution of the Sewer Service Administration IGA (the "**Initial Term**") unless terminated for cause. For purposes of this Sewer Service Administration IGA, "cause" shall be defined as a violation of federal, state, or local laws. Prior to terminating for cause, the terminating Party is required to send a written notice of termination to the non-terminating Party one hundred twenty (120) days prior to the effective date of such termination. Said written notice of termination shall identify the allegations for cause and allow the non-terminating Party sixty (60) days to cure. After the Initial Term, this Sewer Service Administration IGA shall be automatically renewed for successive 10-year terms (the "**Renewal Terms**") unless terminated. Fort Lupton or the District may give written notice of termination to the other Party no later than one (1) year prior to the end of the Initial Term or any Renewal Term(s). Customers within Fort Lupton's city limits and located in the Sanitary Sewer Service Area, or customers that have an approved sewer service plan to be constructed, shall continue to receive sewer service in perpetuity pursuant to this Sewer Service Administration IGA once such sewer service is initiated.

9. Amendment of Agreement. If both Parties agree that this Sewer Service Administration IGA needs to be amended at any time, they will cooperate to make the agreed-upon changes to the Sewer Service Administration IGA by following all applicable requirements and laws.

10. Miscellaneous.

a. Assignment. Neither Party shall assign this Sewer Service Administration IGA, or parts thereof, or their respective duties, without the express written consent of the other Party. Any attempted assignment of this Sewer Service Administration IGA, in whole or in part, without the consent of the other Party in writing shall be null and void and of no effect whatsoever.

b. Notices. Any notice or communication required under this Sewer Service Administration IGA must be in writing, and may be given personally, sent via e-mail, nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, sent via email, or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being sent via email or deposited with a nationally recognized overnight air courier service; or (ii) delivery to the Party to whom it is addressed.

Any Party hereto may at any time, by giving written notice to the other Party hereto as provided in this Paragraph 10.b., designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the Parties at their addresses set forth below:

District:	Todd Creek Village Metropolitan District 10450 E. 159th Court Brighton, CO 80602 Attention: Don Summers Phone: (303) 637-0344 Email: don@toddcreekvillage.org
With a Copy to:	WBA, PC 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Blair M. Dickhoner, Esq. Phone: (303) 858-1800 E-mail: bdickhoner@wbapc.com
Ft. Lupton:	City of Fort Lupton 130 South Mckinley Ave Fort Lupton, CO 80621 Attention: City Administrator Phone: 303-857-6694 Email: ccross@fortluptonco.gov
With a Copy to:	City Attorney Ausmus Law Firm, PC 6020 Greenwood Plaza Blvd. Suite 100 Greenwood Village, CO 80111 Attention: Andy Ausmus Phone: 303-694-4248 Email: andy@ausmuslaw.com

c. Entire Agreement. This Sewer Service Administration IGA constitutes the entire agreement between the Parties hereto, and sets forth the rights, duties, and obligations of each Party to the other Party as of the effective date of the Sewer Service Administration IGA, and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to the subject matter herein, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Sewer Service Administration IGA are of no force and effect. This Sewer Service Administration IGA may not be modified except by a written instrument executed by both Parties.

d. Binding Agreement. This Sewer Service Administration IGA shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

e. No Waiver. No waiver of any of the provisions of this Sewer Service Administration IGA shall be deemed to constitute a waiver of any other of the provisions of this Sewer Service Administration IGA, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Sewer Service Administration IGA, nor shall the waiver of any default be deemed a waiver of any subsequent default.

f. Venue. Venue for all actions arising from this Sewer Service Administration IGA shall be in the Weld County District Court. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise.

g. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

h. Good Faith of Parties. In the performance of this Sewer Service Administration IGA, or in considering any requested approval, acceptance, consent, or change order, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Sewer Service Administration IGA.

i. Subject To Annual Appropriation and Budget. The Parties do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of this Sewer Service Administration IGA shall be construed or interpreted as a delegation of governmental powers by the Parties, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Parties or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Sewer Service Administration IGA shall be construed to pledge or to create a lien on any class or source of funds. The Parties' obligations under this Sewer Service Administration IGA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Sewer Service Administration IGA.

j. Governmental Immunity. Nothing in this Sewer Service Administration IGA shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Parties, their respective officials, employees, contractors, or agents, or any other person acting on behalf of the Parties and, in particular, governmental immunity afforded or available to the Parties pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq*., C.R.S.

k. Negotiated Provisions. This Sewer Service Administration IGA shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Sewer Service Administration IGA.

l. Severability. If any portion of this Sewer Service Administration IGA is declared by any court of competent jurisdiction to be invalid, void, or unenforceable, such decision shall not affect the validity of any other portion of this Sewer Service Administration IGA, which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Sewer Service Administration IGA a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

m. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Sewer Service Administration IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Sewer Service Administration IGA shall give or allow any such claim or right of action by any other third party on such Sewer Service Administration IGA. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Sewer Service Administration IGA shall be deemed to be an incidental beneficiary only.

n. Counterpart Execution. This Sewer Service Administration IGA may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Remainder of Page Left Blank Intentionally, Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereby execute this Sewer Service Administration IGA on the effective date written above.

DISTRICT:

TODD CREEK VILLAGE METROPOLITAN DISTRICT

By: Don Summers
Don Summers (Jan 16, 2026 08:57:47 MST)
Officer of the District

Attest:

By: George R Hanlon, Jr.
George R Hanlon, Jr. (Jan 16, 2026 13:29:32 MST)

[District Signature Page to Amended and Restated Intergovernmental Agreement for Sewer Service Administration]

FORT LUPTON:

CITY OF FORT LUPTON

By: ____________________________________

Attest:

By: ____________________________________

[Fort Lupton Signature Page to Amended and Restated Intergovernmental Agreement for Sewer Service Administration]

EXHIBIT A

(Sanitary Sewer Service Area)