



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, August 4, 2026
6:00 PM
130 South McKinley Avenue

Chris Ceretto, Mayor
Valerie Blackston, Ward 1
Bruce Davis, 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. August 4, 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.** July 21, 2026 City Council Meeting Minutes
- b.** AM 2026-112 Approving Renewal for a 39-Month Lease for Six Toshiba Printers for an Amount Not to Exceed \$1,502.26 Per Month
- c.** AM 2026-113 Approving a Resolution Amending the Criminal History Record Information Policy for Proper Access, Use and Dissemination Procedures for the City of Fort Lupton
- d.** AM 2026-114 Approving a Resolution Accepting the Assignment and Assumption of Agreements with Intrepid Cohort 1 LLC
- e.** AM 2026-115 Approving the First Amendment to the Intergovernmental Agreement Concerning Library Services Between the High Plains Library District, Weld Re-8 School District and the City of Fort Lupton
- f.** AM 2026-116 Approving a 5-Year Lease with Toshiba for a KIP740C Series Plotter for the New City Hall for an Amount Not to Exceed \$873.59 per Month
- g.** AM 2026-117 Accepting a Bid Proposal from Design Workshop to Serve as the Consultant Firm to Assist with Updating the Fort Lupton Comprehensive Plan for an Amount Not to Exceed \$67,130.00, Allocated from the Community Development Department's Plans & Studies Budget
- h.** AM 2026-118 Approving a Resolution Ratifying the Mayor's Appointment of Zachary Potter to the Planning Advisory Committee for a Term Beginning August 4, 2026 and Ending Upon Adoption of the Comprehensive Plan Update.

Information Memorandum

- a. IM 2026-005 Accepting the Audited 2025 Annual Comprehensive Financial Report

Action Memorandum

- a. AM 2026-120 Approval to Order Dell Pro Support Plus for an Amount Not to Exceed \$63,349.96

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 2026-119 Approving a Resolution for a Special Use Permit Submitted by Western Midstream for Two Buried Gathering Pipelines

Staff Reports

Mayor/Council Reports

Future City Events

- a. August 5, 2026 Coffee with a Cop, Recreation Center, 203 S. Harrison Ave. 8:00 a.m. - 9:00 a.m.
September 11, 2026 Trapper Day's Street Dance, 4th Street & Denver Ave. 6:00 p.m. - 8:00 p.m.
September 12, 2026 Tomato Festival at Trapper Days

Upcoming Meetings

- a. August 11, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
August 18, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
August 25, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
September 1, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Check Report

By Check Number

Date Range: 07/22/2026 - 08/04/2026

City of Fort Lupton

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: New Main Operating-New Main Operating						
003612	JOHNSON MARK LLC	07/27/2026	Regular	0.00	-46.20	109952
000453	FAMILY SUPPORT REGISTRY	07/24/2026	Regular	0.00	140.76	110583
INV0002026	Invoice	07/24/2026	A. Infante Jr - Remit ID 06092977-SDU/Tri...	0.00	140.76	
004150	84 LUMBER COMPANY	07/28/2026	Regular	0.00	1,647.00	110584
SPR24-003	Invoice	07/21/2026	REFUND DEVELOPER DEPOSIT-SPR24-003-...	0.00	1,647.00	
004156	ADS PROPTERTIES LLC	07/28/2026	Regular	0.00	2,209.65	110585
SUP24-005	Invoice	07/22/2026	REFUND DEVELOPER DEPOSIT-SUP24-005...	0.00	2,209.65	
000040	AFLAC	07/28/2026	Regular	0.00	2,305.62	110586
520213	Invoice	07/01/2026	GF-SUPPLEMENTAL INSURANCE FOR JULY ...	0.00	2,305.62	
004157	ALPINE CUSTOM CONCRETE INC	07/28/2026	Regular	0.00	1,950.86	110587
SUP25-001	Invoice	07/22/2026	REFUND DEVELOPER DEPOSIT-SUP25-001...	0.00	1,950.86	
000079	AMERICAN RED CROSS	07/28/2026	Regular	0.00	252.00	110588
23388703	Invoice	07/15/2026	CPR TRAINING CLASS-	0.00	252.00	
003802	AMY BIONDO MUSIC	07/28/2026	Regular	0.00	750.00	110589
071726	Invoice	07/17/2026	CPR-DEPOSIT FOR TRAPPER DAY BANK-EV...	0.00	750.00	
003931	BRAND X HYDROVAC SERVICES, INC	07/28/2026	Regular	0.00	1,200.00	110590
FT5820	Invoice	07/14/2026	GF-HYDOVAC SERVICE #106-STREETS	0.00	1,200.00	
004160	CASSIE RODRIGUEZ	07/28/2026	Regular	0.00	322.50	110591
2008199.001	Invoice	07/20/2026	REC-SUMMER CAMP REFUND	0.00	322.50	
000182	CEM SALES & SERVICE INC	07/28/2026	Regular	0.00	3,535.00	110592
I2504149	Invoice	07/14/2026	REC-POOL CHEMICALS-REC CENTER	0.00	3,210.00	
I2504164	Invoice	07/13/2026	REC-CHLORINE ROOM REPAIR-LEISURE-RE...	0.00	325.00	
001444	CHAD HARGETT	07/28/2026	Regular	0.00	1,902.70	110593
SUP24-002	Invoice	07/21/2026	REFUND DEVELOPER DEPOSIT-SUP002-HA...	0.00	1,902.70	
004149	CHARM INDUSTRIAL	07/28/2026	Regular	0.00	1,228.05	110594
SPR24-002	Invoice	07/21/2026	REFUND DEVELOPER DEPOSIT-SPR24-002-...	0.00	1,228.05	
001506	CHRISTOPHER CROSS	07/28/2026	Regular	0.00	141.00	110595
072026	Invoice	07/20/2026	GF-PETTY CASH REIMBURSEMENT-	0.00	141.00	
000267	COLONIAL LIFE	07/28/2026	Regular	0.00	105.96	110596
781682008016272	Invoice	08/01/2026	GF-SUPPLEMENTAL INS FOR AUGUST 2026...	0.00	105.96	
002651	COLORADO TRUST FOR LOCAL NEWS	07/28/2026	Regular	0.00	80.46	110597
SREIUSAC-0007	Invoice	07/22/2026	GF-ORDINANCE FOR PURCHASE OF LAND ...	0.00	80.46	
000307	COMCAST CABLE COMM, LLC	07/28/2026	Regular	0.00	252.89	110598
0120790 JULY26	Invoice	07/06/2026	GOLF-JULY 2026 INTERNET SERVICE-PRO ...	0.00	252.89	
000307	COMCAST CABLE COMM, LLC	07/28/2026	Regular	0.00	219.91	110599
0164533 AUG26	Invoice	08/01/2026	GF-AUG 2026 INTERNET SERVICE-PW SHOP	0.00	219.91	
003596	DEANNA BURKHARDT	07/28/2026	Regular	0.00	17.00	110600
2008197.001	Invoice	07/20/2026	REC-PROGRAM REFUND	0.00	17.00	
000246	DUNLOP SPORTS AMERICAS	07/28/2026	Regular	0.00	486.00	110601
9099483 SO	Invoice	07/17/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	486.00	

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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	
000445	EWING IRRIGATION PRODUCTS INC	07/28/2026	Regular	0.00	557.50	110602
31065417	Invoice	07/09/2026	GF-PANTERS MIX-PARKS	0.00	190.00	
31094137	Invoice	07/13/2026	CEM-SCREENED TOPSOIL-CEMETERY	0.00	272.50	
31117732	Invoice	07/14/2026	GF-PLANTERS MIX-PARKS	0.00	95.00	
004138	FALCON ENVIRONMENTAL CORPORATION	07/28/2026	Regular	0.00	96,618.00	110603
12198	Invoice	07/16/2026	Lift station pump replace	0.00	14,592.00	
12200	Invoice	07/16/2026	Lift station pump replace	0.00	82,026.00	
002821	FIESTA TIME INC	07/28/2026	Regular	0.00	175.00	110604
6095	Invoice	07/15/2026	CPR-CHAIR RENTAL-COMM CENTER	0.00	175.00	
002011	FRONT RANGE LUMBER COMPANY	07/28/2026	Regular	0.00	977.61	110605
54809/2	Invoice	07/15/2026	GOLF-PARTS, SUPPLIES-MAINT	0.00	907.10	
54849/2	Invoice	07/16/2026	GOLF-PARTS, SUPPLIES-MAINT	0.00	70.51	
000513	G & G EQUIPMENT	07/28/2026	Regular	0.00	228.90	110606
173743	Invoice	07/17/2026	GF-PARTS-PARKS	0.00	228.90	
002143	GREEN CO2 SYSTEMS	07/28/2026	Regular	0.00	486.21	110607
00408523	Invoice	07/16/2026	REC-POOL CO2 REFILL-REC CENTER	0.00	486.21	
000567	HIGH COUNTRY BEVERAGE CORP	07/28/2026	Regular	0.00	1,311.70	110608
W-7447955	Invoice	07/20/2026	GOLF-BEVERGES-PRO SHOP	0.00	1,311.70	
003602	HYDROPLUS	07/28/2026	Regular	0.00	450.00	110609
3-262372-2	Invoice	07/21/2026	GOLF-KITCHEN EXHAUST CLEANING-PRO ...	0.00	450.00	
004145	JESUS PENA CHAVEZ	07/28/2026	Regular	0.00	1,131.25	110610
PPL2023-004	Invoice	07/21/2026	REFUND DEVELOPER DEPOSIT-PPL2023-00...	0.00	1,131.25	
003361	JO ANN ROSSI	07/28/2026	Regular	0.00	1,874.75	110611
071626	Invoice	07/16/2026	GF-REIMBURSE FOR USE OF PERSONAL CC...	0.00	1,874.75	
003424	JOISAN SKROCKI	07/28/2026	Regular	0.00	202.50	110612
2008194.001	Invoice	07/17/2026	REC-TRAINING REFUND-	0.00	202.50	
004153	K&B CONSTRUCTION INC	07/28/2026	Regular	0.00	1,866.34	110613
SUP24-003	Invoice	07/21/2026	REUND DEVELOPER DEPOSIT-SUP24-003-...	0.00	1,866.34	
003784	KIMLEY-HORN AND ASSOCIATES	07/28/2026	Regular	0.00	5,445.00	110614
36469903	Invoice	07/01/2026	SD-CR31 & 14th ST OUTFALL ENGINEERIN...	0.00	5,445.00	
004148	KINNEY COMMERCIAL VENTURES LLC	07/28/2026	Regular	0.00	1,364.25	110615
SPR24-001	Invoice	07/21/2026	REFUND DEVELOPER DEPOSIT-SPR24-001-...	0.00	1,364.25	
000735	LL JOHNSON DISTRIBUTING	07/28/2026	Regular	0.00	5,071.58	110616
1172440-00	Invoice	07/09/2026	GOLF-PARTS, SUPPLIES-MAINT	0.00	5,050.25	
1172566-00	Invoice	07/15/2026	GOLF-IRRIGATION SUPPLIES-MAINT	0.00	21.33	
003373	MARK FRANZEN	07/28/2026	Regular	0.00	800.00	110617
071426	Invoice	07/14/2026	REC-DJ FOR 5K-REC CENTER	0.00	300.00	
071526	Invoice	07/15/2026	CPR-4TH OF JULY DJ SERVICES-EVENTS	0.00	500.00	
004142	MCKINNEY ENTERTAINMENT	07/28/2026	Regular	0.00	600.00	110618
20260601-1	Invoice	07/01/2026	CPR-DJ SERVICES FOR TRAPPER'S DAY-EVE...	0.00	600.00	
000824	MUTUAL OF OMAHA INSURANCE COMPANY	07/28/2026	Regular	0.00	16,153.84	110619
002152668503	Invoice	08/01/2026	GF-AUG26 VISION PREM	0.00	16,153.84	
004141	OARS + ALPS LLC	07/28/2026	Regular	0.00	345.64	110620
W-2922	Invoice	07/08/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	345.64	
003213	OLD TOWN PEST CONTROL	07/28/2026	Regular	0.00	600.00	110621
17629	Invoice	07/22/2026	GF-PRAIRIE DOG CONTROL-PW SHOP	0.00	600.00	

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Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
000933 CD3178276	R&R PRODUCTS INC Invoice	07/15/2026	07/28/2026 GOLF-PARTS, SUPPLIES-MAINT	Regular	0.00 0.00	305.50 305.50	110622
004143 ADM26-002	REYNOLDS CONSTRUCTION LLC Invoice	07/21/2026	07/28/2026 REFUND DEVELOPER DEPOSIT-ADM25-002...	Regular	0.00 0.00	454.75 454.75	110623
004144 COZ24-001 VAR25-001	RICHARD OOI Invoice Invoice	07/21/2026 07/22/2026	07/28/2026 REFUND DEVELOPER DEPOSIT-COZ24-001-... REFUND DEVELOPER DEPOSIT-VAR25-001...	Regular	0.00 0.00 0.00	1,003.30 923.31 79.99	110624
004146 SPR2023-004	ROLLIE AVE LLC FORT LUPTON FACILITY (JASON Invoice	07/21/2026	07/28/2026 REFUND DEVELOPER DEPOSIT-SPR2023-0...	Regular	0.00 0.00	135.50 135.50	110625
000999 37113266 37119575 37125973	SHAMROCK FOODS COMPANY Invoice Invoice Invoice	07/14/2026 07/16/2026 07/18/2026	07/28/2026 GOLF-FOOD, BEVERAGES, PRE PACKAGED ... GOLF-FOOD-PRO SHOP GOLF-FOOD, BEVERAGES, PRE PACKAGED ...	Regular	0.00 0.00 0.00	2,470.58 1,083.67 266.15 1,120.76	110626
003155 3725	SHIRTS BY CHA LLC Invoice	07/01/2026	07/28/2026 CPR-PARKING & THANK YOU BANNERS-EV...	Regular	0.00 0.00	210.00 210.00	110627
001040 8014685522 8014830315	STERICYCLE Invoice Invoice	07/01/2026 07/10/2026	07/28/2026 GF-SHEDDING BINS AT CITY HALL-CITY CL GF-SHREDDING BINS FOR PLANNING & BL...	Regular	0.00 0.00 0.00	94.11 54.04 40.07	110628
001052 53354256005	SWIRE COCA-COLA, USA Invoice	07/17/2026	07/28/2026 GOLF-PRE PACKAGED GOODS-PRO SHOP	Regular	0.00 0.00	604.28 604.28	110629
003861 2111	TOP-NOTCH PAVEMENT SOLUTIONS LLC Invoice	07/21/2026	07/28/2026 SST-Asphalt Patch & Seal CO#1-Streets	Regular	0.00 0.00	37,924.15 37,924.15	110630
001894 1056402	UMB BANK, N.A. Invoice	07/10/2026	07/28/2026 GF-LOAN COSTS 2023 MISC	Regular	0.00 0.00	2,500.00 2,500.00	110631
001137 10213507 JULY26	UNITED POWER Invoice	07/01/2026	07/28/2026 GF-JULY 2026 ELECTRIC SERV, 1200 DEXTE...	Regular	0.00 0.00	329.55 329.55	110632
004159 COZ25-002	VECCHIARELLI HOLDINGS LLC Invoice	07/22/2026	07/28/2026 REFUND DEVELOPER DEPOSIT-COZ25-002....	Regular	0.00 0.00	1,139.96 1,139.96	110633
004139 2008191.001	VERONICA GARCIA Invoice	07/14/2026	07/28/2026 REC-SHELTER REFUND-	Regular	0.00 0.00	65.00 65.00	110634
004155 SUP24-004	WES WATTENBERG OIL COMPLEX Invoice	07/22/2026	07/28/2026 REFUND DEVELOPER DEPOSIT-SUP24-004...	Regular	0.00 0.00	1,652.21 1,652.21	110635
001638 ID63092	WICKHAM TRACTOR CO Invoice	07/13/2026	07/28/2026 GF-PARTS FOR NEW HOLLAND UNIT #40-S...	Regular	0.00 0.00	724.79 724.79	110636
000031 INV454450 INV454703	ADAMSON POLICE PRODUCTS Invoice Invoice	07/09/2026 07/16/2026	08/04/2026 GF - Shirts - PD GF - Uniform Items - PD	Regular	0.00 0.00 0.00	362.51 18.00 344.51	110637
002254 6165858412 6165858413	ADIDAS AMERICA INC Invoice Invoice	07/21/2026 07/21/2026	08/04/2026 GOLF-MERCHANDISE-PRO SHOP GF - Shirts - HR	Regular	0.00 0.00 0.00	263.10 135.30 127.80	110638
000044 H93536 H93537 I94347 I94348	AGFINITY INC Invoice Invoice Invoice Invoice	07/22/2026 07/22/2026 07/22/2026 07/22/2026	08/04/2026 GF-CHEMICALS-PARKS GF-CHEMICALS-PARKS GOLF-FUEL-MAINT GOLF-FUEL-MAINT	Regular	0.00 0.00 0.00 0.00	5,926.19 563.65 217.00 3,735.49 1,410.05	110639
001387 INV19500	ANGEL ARMOR Invoice	07/14/2026	08/04/2026 GF - Body Armor - PD	Regular	0.00 0.00	2,478.84 2,316.03	110640

Check Report

Date Range: 07/22/2026 - 08/04/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV19768	Invoice	07/24/2026	GF - Uniform Items - PD	0.00	162.81	
000136	BG'S JAPANESE DESIGNS	08/04/2026	Regular	0.00	63.50	110641
7411	Invoice	07/10/2026	GF - Uniform Items - PD	0.00	63.50	
000215	CHALLENGER TEAMWEAR	08/04/2026	Regular	0.00	1,627.35	110642
1340691-IN	Invoice	07/20/2026	CPR-SOCCER SHIRTS-ATHL	0.00	1,627.35	
000248	CMCA	08/04/2026	Regular	0.00	180.00	110643
1876	Invoice	07/08/2026	GF - Membership Renewal - City Clerk	0.00	180.00	
000306	COMCAST BUSINESS	08/04/2026	Regular	0.00	3,161.54	110644
277528599	Invoice	08/01/2026	RC- 07/15-08/14 PHONE-REC	0.00	3,161.54	
000307	COMCAST CABLE COMM, LLC	08/04/2026	Regular	0.00	303.35	110645
0117309 AUG26	Invoice	07/14/2026	REC-AUG26 CABLE/MUSIC-REC	0.00	303.35	
000307	COMCAST CABLE COMM, LLC	08/04/2026	Regular	0.00	54.33	110646
0025494 AUG26	Invoice	08/01/2026	GOLF-AUG26 TV SERVICE-PRO SHOP	0.00	54.33	
000307	COMCAST CABLE COMM, LLC	08/04/2026	Regular	0.00	247.85	110647
0215335 JUL26	Invoice	07/15/2026	GF-JUL26 INTERNET SERVICE VET OFFICE-...	0.00	247.85	
000307	COMCAST CABLE COMM, LLC	08/04/2026	Regular	0.00	205.09	110648
0147405 AUG26	Invoice	07/20/2026	CPR-AUG26 PHONE/INTERNET SERVICE-M...	0.00	205.09	
000372	DELL MARKETING LP	08/04/2026	Regular	0.00	20,616.46	110649
10884268427	Invoice	07/21/2026	GF- 8 Laptops - Legislative	0.00	9,976.19	
10885231440	Invoice	07/27/2026	Annual Renewal of (2) SF5248 switch&(4) ...	0.00	10,640.27	
003559	DRAKE DUO PRINTS LTD	08/04/2026	Regular	0.00	1,427.15	110650
1489	Invoice	07/22/2026	CPR-COACHES SHIRTS-ATHL	0.00	1,427.15	
003687	EXTREME CARE LLC	08/04/2026	Regular	0.00	220.00	110651
34988	Invoice	07/23/2026	REF - Parts and Labor - Rec Ctr	0.00	220.00	
002143	GREEN CO2 SYSTEMS	08/04/2026	Regular	0.00	175.00	110652
00409013	Invoice	07/24/2026	REC-POOL CO2 INSPECTION-REC	0.00	175.00	
000552	HACH	08/04/2026	Regular	0.00	11,657.90	110653
15094947	Invoice	07/27/2026	Jacobs CIP WTP	0.00	2,122.95	
15096146	Invoice	07/27/2026	Jacobs CIP WTP	0.00	4,151.05	
15096155	Invoice	07/27/2026	Jacobs CIP WTP	0.00	5,383.90	
000567	HIGH COUNTRY BEVERAGE CORP	08/04/2026	Regular	0.00	1,466.60	110654
W-7452255	Invoice	07/22/2026	GOLF-BEVERAGES-PRO SHOP	0.00	106.00	
W-7454329	Invoice	07/27/2026	GOLF-BEVERAGES-PRO SHOP	0.00	1,360.60	
000620	JACOB FREIER	08/04/2026	Regular	0.00	81.55	110655
072226	Invoice	07/22/2026	GF - Mileage Reimbursement Esri User Con..	0.00	81.55	
003187	JOE JOHNSON EQUIPMENT LLC	08/04/2026	Regular	0.00	366.76	110656
P06111	Invoice	07/20/2026	UF-PARTS-WATER LINES	0.00	366.76	
000655	JOHN DEERE FINANCIAL	08/04/2026	Regular	0.00	303.27	110657
76236 JUL26	Invoice	07/16/2026	GF - Parts - Parks	0.00	303.27	
000735	LL JOHNSON DISTRIBUTING	08/04/2026	Regular	0.00	88.33	110658
1172667-00	Invoice	07/17/2026	GOLF-PARTS-MAINT	0.00	88.33	
004007	MAESTRO BUILDING PERFORMANCE LLC	08/04/2026	Regular	0.00	10,575.00	110659
1007	Invoice	07/29/2026	GF-New City Hall Commissioning Services...	0.00	10,575.00	
003941	MONUMENT WAREHOUSE LLC	08/04/2026	Regular	0.00	102,014.00	110660
54309	Invoice	07/30/2026	CEM-COLUMBARIA PROJECT-CEMETERY	0.00	97,150.00	
54310	Invoice	07/30/2026	CEM-COLUMBARIA PROJECT-CEMETERY	0.00	4,864.00	

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003467	SCHILZ MARTIAL ARTS & KICKBOXING	08/04/2026	Regular	0.00	190.40	110661
072926	Invoice	07/29/2026	REC-MARTIAL ARTS JUL26-REC	0.00	190.40	
000999	SHAMROCK FOODS COMPANY	08/04/2026	Regular	0.00	4,599.33	110662
37138480	Invoice	07/23/2026	GOLF-FOOD & PREPACKAGE FOOD-PRO S...	0.00	2,006.71	
37138481	Invoice	07/23/2026	GOLF-FOOD & PREPACKAGED FOOD-PRO ...	0.00	66.08	
37451138	Invoice	07/27/2026	GOLF-FOOD & PREPACKAGED FOOD-PRO ...	0.00	2,526.54	
001022	SOUTHERN GLAZER'S OF CO	08/04/2026	Regular	0.00	315.14	110663
4090811	Invoice	07/22/2026	GOLF-BEVERAGES-PRO SHOP	0.00	26.76	
4090812	Invoice	07/22/2026	GOLF-BEVERAGES-PRO SHOP	0.00	288.38	
001026	SPECIALTY CIGARS, LLC	08/04/2026	Regular	0.00	230.40	110664
US16-44379476	Invoice	07/21/2026	GOLF-MERCHANDISE-PRO SHOP	0.00	230.40	
001040	STERICYCLE	08/04/2026	Regular	0.00	124.50	110665
8014872987	Invoice	07/18/2026	REF - Shredding Services - Rec Ctr	0.00	77.47	
8014968691	Invoice	07/25/2026	GF-SHREDDING SERVICE-CLERK	0.00	47.03	
004140	STONE CONCEPTS, INC	08/04/2026	Regular	0.00	3,766.00	110666
90-915037	Invoice	07/01/2026	GOLF-COUNTER TOP-PRO SHOP	0.00	3,766.00	
001052	SWIRE COCA-COLA, USA	08/04/2026	Regular	0.00	446.68	110667
53462328044	Invoice	07/24/2026	GOLF-BEVERAGES-PRO SHOP	0.00	446.68	
001105	TOSHIBA FINANCIAL SERVICES	08/04/2026	Regular	0.00	3,118.71	110668
586993693	Invoice	07/21/2026	GF-AUG26 GOLF TOSHIBA BILL	0.00	283.52	
587077454	Invoice	08/01/2026	Rec-Copier Supply Freight-Rec	0.00	2,835.19	
001189	WELD COUNTY ACCOUNTING DEPT	08/04/2026	Regular	0.00	434.87	110669
CINV-0002508	Invoice	07/24/2026	GF-RSA TOKENS-PD	0.00	434.87	
001201	WELD COUNTY SCH DIST RE8	08/04/2026	Regular	0.00	375.00	110670
1004	Invoice	07/23/2026	GF-NATIONAL NIGHT OUT DRINKS & TREA...	0.00	375.00	
001224	XCEL ENERGY-GAS	08/04/2026	Regular	0.00	443.70	110671
986971344	Invoice	07/20/2026	GOLF-JUL26 GAS SERVICE-PRO SHOP	0.00	149.44	
987383140	Invoice	07/22/2026	GF-JULY26GAS BILL-PLANNING UNIT13	0.00	294.26	
000024	ACE HARDWARE OF FORT LUPTON	07/28/2026	EFT	0.00	638.89	9100965
113403/1	Invoice	07/01/2026	GOLF-IRRIGATION PARTS-MAINT	0.00	35.98	
113429/1	Invoice	07/01/2026	GOLF-SUPPLIES/PARTS-MAINT	0.00	68.96	
113442/1	Invoice	07/01/2026	GOLF-SUPPLIES, PARTS-MAINT	0.00	26.36	
113609/1	Invoice	07/14/2026	GOLF-SUPPLIES/PARTS-MAINT	0.00	183.78	
113622/1	Invoice	07/15/2026	GOLF-SUPPLIES/PARTS-MAINT	0.00	15.04	
113641/1	Invoice	07/16/2026	GOLF-SUPPLIES/PARTS-MAINT	0.00	74.97	
113702/1	Invoice	07/21/2026	GOLF-SUPPLIES/PARTS-MAINT	0.00	233.80	
001293	AMAZON.COM	07/28/2026	EFT	0.00	1,622.89	9100966
19J6-37VQ-9JK7	Invoice	07/05/2026	GF-SUPPLIES, WELLNESS BENEFIT ITEMS-H...	0.00	1,484.77	
1GKG-JX13-CGCY	Invoice	07/05/2026	GF-SUPPLES, OFFICE SUPPLIES-PLANNING	0.00	138.12	
000167	BRIGHTON FORD INC	07/28/2026	EFT	0.00	124.91	9100967
159714	Invoice	07/21/2026	UF-PARTS FOR UNIT 11, FORD F250-W LIN...	0.00	124.91	
000171	BROWNS HILL ENGINEERING & CONTROLS	07/28/2026	EFT	0.00	13,080.00	9100968
32813	Invoice	07/16/2026	WTP Data Concentrator PLC	0.00	13,080.00	
002853	BUCKEYE CLEANING CENTER	07/28/2026	EFT	0.00	2,781.62	9100969
90771256	Invoice	07/02/2026	GOLF-GENERAL SUPPLIES-PRO SHOP	0.00	389.52	
90773138	Invoice	07/13/2026	REC-JANITORIAL SUPPLIES-REC CENTER	0.00	1,443.14	
90773917	Invoice	07/15/2026	GF-JANITORIAL SUPPLIES-FAC	0.00	404.72	
90774906	Invoice	07/20/2026	REC-JANITORIAL SUPPLIES-REC CENTER	0.00	289.32	
90774907	Invoice	07/20/2026	GF-JANITORIAL SUPPLIES-FAC	0.00	254.92	

Check Report

Date Range: 07/22/2026 - 08/04/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
003417	DATA CENTER WAREHOUSE, LLC	07/28/2026	EFT	0.00	2,067.00	9100970
INV-031078	Invoice	07/01/2026	Ubiquiti Unifi Security Cameras for Muse...	0.00	818.00	
INV-031525	Invoice	07/01/2026	Ubiquiti Unifi Security Cameras for Muse...	0.00	735.00	
INV-031693	Invoice	07/01/2026	Ubiquiti Unifi Security Cameras for Muse...	0.00	514.00	
002723	EAGLE ROCK COMPANY OF COLO	07/28/2026	EFT	0.00	477.23	9100971
15527383	Invoice	07/20/2026	GOLF-BEVERAGES-PRO SHOP	0.00	150.43	
15527384	Invoice	07/20/2026	GOLF-BEVERAGES-PRO SHOP	0.00	326.80	
000425	ELEVATION COFFEE TRADERS	07/28/2026	EFT	0.00	274.32	9100972
174356	Invoice	07/14/2026	GOLF-COFFEE-PRO SHOP	0.00	274.32	
000536	GOLF AND SPORT SOLUTIONS LLC	07/28/2026	EFT	0.00	2,608.91	9100973
56324	Invoice	07/01/2026	GOLF-TONS OF BUNKER SAND-MAINT	0.00	858.25	
56483	Invoice	07/14/2026	GOLF-CLASS 6 ROAD BASE-MAINT	0.00	851.92	
56526	Invoice	07/16/2026	GOLF-TONS OF USGA SAND-MAINT	0.00	898.74	
003259	KUMAR & ASSOCIATES, INC.	07/28/2026	EFT	0.00	4,965.00	9100974
243000	Invoice	07/15/2026	GF-City Hall Const.Observation & Materials..	0.00	4,965.00	
000783	MEANDERING WITH MARY	07/28/2026	EFT	0.00	125.00	9100975
070826	Invoice	07/08/2026	CPR-JULY 2026 CASINO TRIP-SENIORS	0.00	125.00	
000869	OPERATIONS MANAGEMENT INT	07/28/2026	EFT	0.00	10,358.00	9100976
D3410910-001	Invoice	07/01/2026	UF-Remodle Tri-State Non-Potable Main-...	0.00	10,358.00	
000862	O'REILLY AUTO PARTS	07/28/2026	EFT	0.00	134.90	9100977
4489-304312	Invoice	07/03/2026	GOLF-GEAR LUBE-MAINT	0.00	63.00	
4489-306483	Invoice	07/13/2026	GLF-OIL FILTER-MAINT	0.00	42.40	
4489-307961	Invoice	07/20/2026	GOLF-MICRO V-BELT-MAINT	0.00	29.50	
003358	PIONEER ATHLETICS	07/28/2026	EFT	0.00	1,616.45	9100978
INV-302873	Invoice	07/11/2026	CR-PAINT MACHINE-ATHL	0.00	1,616.45	
000939	RECREATION SUPPLY COMPANY	07/28/2026	EFT	0.00	26.57	9100979
542294	Invoice	07/01/2026	GF-SPLASH PARK REAGENTS-PARKS	0.00	59.30	
RTN1011150	Credit Memo	07/01/2026	GF-CREDIT FOR RETURN-PARKS	0.00	-32.73	
002967	SYNERGETIC STAFFING LLC	07/28/2026	EFT	0.00	1,405.38	9100980
21012501	Invoice	07/01/2026	GF-TEMP SERVICES 06/08-06/12/26-FAC	0.00	1,255.38	
21012523	Invoice	07/16/2026	GF-BACKGROUND CHECK, MVR RECORD, C...	0.00	75.00	
21012525	Invoice	07/16/2026	GF-BACKGROUND CHECK, MVR RECORD,J....	0.00	75.00	
001126	TYLER TECHNOLOGIES	07/28/2026	EFT	0.00	290.00	9100981
025-560497	Invoice	07/15/2026	GF-Position Based Budgeting Implementat...	0.00	290.00	
003160	UNITEDHEALTHCARE INSURANCE COMPANY	07/28/2026	EFT	0.00	152,497.26	9100982
259035302212	Invoice	08/01/2026	GF-HEALTH INSURANCE FOR AUGUST 2026..	0.00	152,497.26	
003398	UNIVERSITY AUTO PARTS	07/28/2026	EFT	0.00	162.42	9100983
283393	Invoice	07/14/2026	UF/GF-PARTS, SUPPLIES-STREETS/W LINES	0.00	57.96	
283745	Invoice	07/15/2026	GF/UF-PARTS, SUPPLIES-STREETS/W LINES	0.00	49.70	
284290	Invoice	07/20/2026	GOLF-HOSE FITTINGS-MAINT	0.00	54.76	
001594	WILBUR-ELLIS COMPANY LLC	07/28/2026	EFT	0.00	491.11	9100984
17995271	Invoice	07/14/2026	GOLF-PARTS, SUPPLIES-MAINT	0.00	491.11	
002835	BRANDING BY BRE	08/04/2026	EFT	0.00	3,500.00	9100985
1441	Invoice	08/01/2026	GF-SOCIAL MEDIA-CLERK	0.00	3,500.00	
002853	BUCKEYE CLEANING CENTER	08/04/2026	EFT	0.00	74.76	9100986
90776326	Invoice	07/24/2026	CPR-TOILET BOWL CLEAER-COM CTR	0.00	74.76	
003166	CODE RED AUDITS, LLC	08/04/2026	EFT	0.00	24,999.00	9100987
INV-FLnTHsec-26...	Invoice	07/28/2026	camera/door set up and cabling new city ...	0.00	20,487.00	

Check Report

Date Range: 07/22/2026 - 08/04/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV-FLnwTHcd-2...	Invoice	07/27/2026	New City Hall Cabling	0.00	4,512.00	
003417	DATA CENTER WAREHOUSE, LLC	08/04/2026	EFT	0.00	9,474.00	9100988
INV-033471	Invoice	07/15/2026	New CH data Center equipment	0.00	986.00	
INV-034352	Invoice	07/23/2026	New CH data Center equipment	0.00	8,488.00	
002723	EAGLE ROCK COMPANY OF COLO	08/04/2026	EFT	0.00	1,183.28	9100989
15555542	Invoice	07/27/2026	GOLF-BEVERAGES-PRO SHOP	0.00	566.10	
15555543	Invoice	07/27/2026	GOLF-BEVERAGES-PRO SHOP	0.00	598.98	
15556385	Invoice	07/27/2026	GOLF-BEVERAGES-PRO SHOP	0.00	82.20	
37350088	Credit Memo	07/27/2026	GOLF-BEVERAGES-PRO SHOP	0.00	-64.00	
002169	GH PHIPPS CONSTRUCTION COMPANIES	08/04/2026	EFT	0.00	1,543,654.33	9100990
CITY HALL 17	Invoice	07/23/2026	GF-CITY HALL CONSTRUCTION-MISC	0.00	1,543,654.33	
000869	OPERATIONS MANAGEMENT INT	08/04/2026	EFT	0.00	118,132.02	9100991
351230-27-08	Invoice	08/01/2026	SEF-OMI MONTHLY BILLING-WWTP	0.00	118,132.02	
000862	O'REILLY AUTO PARTS	08/04/2026	EFT	0.00	708.08	9100992
4489-306688	Invoice	07/14/2026	GF-MOWER MAINTENANCE-STREETS	0.00	82.47	
4489-306711	Invoice	07/14/2026	GF-MOWER MAINTENANCE-STREETS	0.00	63.21	
4489-306713	Credit Memo	07/14/2026	GF-MOWER MAINTENANCE-STREETS	0.00	-82.47	
4489-307309	Invoice	07/17/2026	GF-FLEET SUPPLIES-STREETS	0.00	330.99	
4489-307311	Credit Memo	07/17/2026	GF-FLEET SUPPLIES-STREETS	0.00	-47.96	
4489-308500	Invoice	07/22/2026	GF-SUPPLIES-SHOP	0.00	20.98	
4489-308941	Invoice	07/24/2026	GF-SUPPLIES-SHOP	0.00	37.75	
4489-309505	Invoice	07/27/2026	GF-2015 GMC SIERRA REPAIR-STREETS	0.00	304.26	
4489-309715	Credit Memo	07/28/2026	UF-FUEL FILTER-WATER LINES	0.00	-1.15	
001101	TODD HODGES DESIGN, LLC	08/04/2026	EFT	0.00	10,530.00	9100993
3789	Invoice	07/27/2026	GF-PLANNING SRVCS 7/13-7/26/26-PLANN...	0.00	10,530.00	
001153	VALLEY FIRE EXTINGUISHER	08/04/2026	EFT	0.00	4,516.00	9100994
174388	Invoice	07/22/2026	GOLF - Maintenance & Inspection - Golf Pr...	0.00	286.00	
174419	Invoice	07/22/2026	REC - Maintenance & Inspection - Rec Ctr	0.00	479.00	
174420	Invoice	07/22/2026	GF - Maintenance & Inspection - Facilities	0.00	2,095.00	
174421	Invoice	07/22/2026	GF - Maintenance & Inspection - Facilities	0.00	276.00	
174423	Invoice	07/22/2026	CPR - Maintenance & Inspection - Museum	0.00	50.00	
174448	Invoice	07/22/2026	GF - Maintenance & Inspection - Planning	0.00	40.00	
174450	Invoice	07/22/2026	CEM - Maintenance & Inspection - Cemete...	0.00	40.00	
174451	Invoice	07/22/2026	GF - Maintenance & Inspection - Parks	0.00	50.00	
174452	Invoice	07/22/2026	GF - Maintenance & Inspection - Facilities	0.00	40.00	
174453	Invoice	07/22/2026	GF - Maintenance & Inspection - PW Shop	0.00	1,160.00	
000119	BANK OF COLORADO	07/24/2026	Bank Draft	0.00	8,999.86	DFT0002821
INV0002022	Invoice	07/24/2026	HSA DISTRIBUTION	0.00	8,999.86	
000119	BANK OF COLORADO	07/24/2026	Bank Draft	0.00	1,742.49	DFT0002822
INV0002023	Invoice	07/24/2026	HSA DISTRIBUTION	0.00	1,742.49	
000465	FIRE & POLICE PENSION ASC	07/24/2026	Bank Draft	0.00	19,577.56	DFT0002823
INV0002024	Invoice	07/24/2026	FPPA - PD Retirement Plan Contributions	0.00	19,577.56	
001416	VALIC_1	07/24/2026	Bank Draft	0.00	34,745.05	DFT0002824
INV0002025	Invoice	07/24/2026	VALIC - 457(b) \$ Contributions	0.00	34,745.05	
001265	IRS	07/24/2026	Bank Draft	0.00	101,339.36	DFT0002825
INV0002027	Invoice	07/24/2026	Federal Withholding	0.00	101,339.36	
001418	CO DEPARTMENT OF REVENUE	07/24/2026	Bank Draft	0.00	17,446.00	DFT0002826
INV0002028	Invoice	07/24/2026	CO Withholding	0.00	17,446.00	
000119	BANK OF COLORADO	07/23/2026	Bank Draft	0.00	65.00	DFT0002827
INV0002029	Invoice	07/23/2026	HSA DISTRIBUTION	0.00	65.00	

Check Report

Date Range: 07/22/2026 - 08/04/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
001416	VALIC_1	07/23/2026	Bank Draft	0.00	458.24	DFT0002828
INV0002030	Invoice	07/23/2026	VALIC - Regular Plan Retirement Contribut...	0.00	458.24	
001265	IRS	07/23/2026	Bank Draft	0.00	1,184.44	DFT0002829
INV0002031	Invoice	07/23/2026	Federal Withholding	0.00	1,184.44	
001418	CO DEPARTMENT OF REVENUE	07/23/2026	Bank Draft	0.00	194.00	DFT0002830
INV0002032	Invoice	07/23/2026	CO Withholding	0.00	194.00	

Bank Code New Main Operating Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	117	89	0.00	382,531.51
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-46.20
Bank Drafts	10	10	0.00	185,752.00
EFT's	75	30	0.00	1,912,519.33
	202	130	0.00	2,480,756.64

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	117	89	0.00	382,531.51
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-46.20
Bank Drafts	10	10	0.00	185,752.00
EFT's	75	30	0.00	1,912,519.33
	202	130	0.00	2,480,756.64

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	7/2026	586,074.77
999	POOLED CASH/CONSOLIDATED CASH	8/2026	1,894,681.87
			2,480,756.64

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 21, 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, July 21, 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, Bruce Fitzgerald, Bruce Davis, Michael Sanchez and Claud Hanes. Councilmembers David Crespín and Valerie Blackston were absent.

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

PERSONS TO ADDRESS COUNCIL

There was no one to address the Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the July 21, 2026 payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

City Administrator, Chris Cross read the following consent agenda items into the record. It was moved by Bruce Davis and seconded by Michael Sanchez to approve the Consent Agenda as presented with the following items:

- July 7, 2026 City Council Meeting Minutes
- Approving an Updated Intergovernmental Agreement to Participate in Weld County's Designation of an Urban County Municipality that May be Able to Seek Funds Through the Allocation of Community Development Block Grants from the U.S. Department of Housing and Urban Development (AM 2026-107)
- Ratify Vote of Yes to the Amendment from Dacono to the Highway 52 Access Control Plan sent to CDOT on February 2, 2024 (AM 2026-108)

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 21, 2026**

- Award of Contract to Core Consultants, Inc. for an Amount Not to Exceed \$86,820.00 for Engineering Services for the Design of Denver Avenue for the Streetscape Project from the Street Sales Tax Fund (AM 2026-110)
- Accepting First Addendum to the Vendor Agreement for Norris Design to Serve as the Professional Design Firm for Construction Assistance Services for the Koshio Park Renovation Project for an Amount Not to Exceed \$62,000.00, Allocated from the CPR Fund – Capital Projects (AM 2026-109)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2026-111 Adopting an Ordinance Authorizing the Mayor to Execute Purchase Agreement of Real Property Owned by Elizabeth M. Shafer Et Al and/or Assigns in the Amount of \$3,000,000.00 Allocated from the General Fund

The City approached Shafer Elizabeth M ET AL to purchase property located on CR 16 and CR 33 (592.06 acres+). A Letter of Intent was signed with Shafer Elizabeth M ET AL for the purchase price of \$3,000,000.

The property is better described as:

592.06 acre property located south and adjacent to CR 16, north and adjacent to 9th Street (CR 14), and west and adjacent to CR 35 ROW. The property is located directly north across 9th Street (CR 14) of the solar panel field and the City's quarter section where the water tank is currently being constructed. The property would help secure future growth of the water treatment plant and any other items the City may need.

It was moved by Claud Hanes and seconded by Bruce Fitzgerald to Adopt Ordinance 2026-1201 Authorizing the Mayor to Execute Purchase Agreement of Real Property Owned by Elizabeth M. Shafer Et Al and/or Assigns in the Amount of \$3,000,000.00 Allocated from the General Fund. Motion passed unanimously on roll call vote.

STAFF REPORTS

Public Works Director, Roy Vestal, announced July 22, 2026 is the final transportation plan presentation which will hold discussions regarding Union Pacific Railroad and CDOT.

MAYOR/COUNCIL REPORTS

Mayor Ceretto mentioned the Koshio Park Redevelopment Project has begun and is moving along.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 21, 2026**

FUTURE CITY EVENTS

August 4, 2026 National Night Out, South McKinley Ave. & Dexter Street, 5:00 p.m. - 8:00 p.m.
August 5, 2026 Coffee with a Cop, Recreation Center, 203 S. Harrison Ave. 8:00 a.m. - 9:00 a.m.

UPCOMING MEETINGS

July 28, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
August 4, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
August 11, 2026 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
August 18, 2026 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:05 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Chris Ceretto, Mayor



SUBJECT FOR DISCUSSION

Approving Renewal for a 39-Month Lease for Six Toshiba Printers for an Amount Not to Exceed \$1,502.26 Per Month

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The current Toshiba printers for City Hall, Finance, Police Department, Recreation Center, Golf Course, and Human Resources/IT are up for renewal. Toshiba will replace all six printers with the newer models (e-Studio5525AC, e-Studio4525AC, and e-Studio2525AC) to a new 39-month lease, which includes maintenance and toner replacement in the cost of the six printers. The e-Studio 5525AC will be going to City Hall, Finance, and Rec Center. The e-Studio 4525AC will be going to the Police Department and Golf course.

Both the e-Studio 5525 and 4525 will have punch hole unit, 65-sheet multi-staple finisher, while the 5525 series will include an envelope feeder requested by staff.

Human Resources/IT will have the 2525AC model which includes a DSDF Document Feeder, Large Capacity Feeder, and all Toshibas will come with the card readers.

The price of the print jobs will remain the same, Mono (Black and White) at \$0.00750 and color at \$0.03970.

The 39-month lease will be \$1,502.26 per month.

FINANCIAL CONSIDERATIONS

Monthly payments will be distributed to the lease expense account in each fund (general, rec center, golf)

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Council can agree to move forward with the 39-month lease for \$1,502.26 per month

Council can choose to go with a 48-month lease for \$1,311.17 per month

Council can choose to go with a 60-month lease for \$1,095.18 per month

Council request1095 that we look for a different provider for the cities printing needs

STAFF RECOMMENDATIONS

IT recommends moving forward with the 39-month lease for the six Toshibas not to exceed \$1,502.26 per month

Attachments: a. Toshiba Quote

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Investment Schedule



PREPARED FOR

CITY OF FORT LUPTON-FORT LUPTON

June 30, 2026

Prepared by:

Nate Kifle

+1 2404604492

nate.kifle@tbs.toshiba.com

TOSHIBA

EMPOWERING THE ART OF BUSINESS®



At Toshiba, we are focused on helping businesses better control their productivity and profitability by delivering innovative imaging products and content solutions.

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. (TABS)

is an independent operating company of Toshiba Corporation, one of the largest integrated electronics and electrical equipment companies in the world with more than 140,000 employees globally and annual sales surpassing \$37 billion. TABS is a leading managed print and content solutions provider with experts that help organizations print smarter, improve workflow and communicate better.

Our current and future commitment is to continue to improve and enhance the functionality and capabilities of our digital imaging products and content solutions. Toshiba invests more than 6% of its annual revenue to Research & Development, and deploys a network of R&D centers around the world. In an average year, Toshiba Corporation is awarded more than 5,000 patents, many of which find their way either directly or indirectly into our multifunction office solutions products.

OUR MISSION

As a technology company, we go way beyond printing. We are a creative and nimble organization that empowers our people to do whatever it takes to help our clients succeed.

OUR VISION

Empowering new and better ways to deliver ideas and information.





Toshiba Service

Toshiba is recognized as a service leader, as evidenced by numerous industry awards and an outstanding performance record.

When a Toshiba system needs service, clients can rest assured our number one priority is to minimize any inconvenience and downtime. “Respond, Respect, Resolve” is our team mantra, from our client service centers located across the country to our factory-trained certified technicians. We have proven the effectiveness of our service model on thousands of contracts where we provide equipment services and fleet optimization. Toshiba has various levels of service to meet client needs, and with Toshiba’s Elevate Sky® MFPCoconnect tool, we can often detect and remotely fix an issue before clients even notice, reducing their burden and increasing uptime.

Toshiba service includes:

- Client service call centers with Toshiba Business Solutions (TBS) marketplaces to receive calls directly from clients and then dispatch service technician if site visits are required
- Local service teams within each TBS market
 - Technicians assigned to territories closest to their homes
 - Professionally trained teams with average tenure of 15 years
- Call-ahead notification from responding technician, so you’ll know when to expect us
- Local parts warehouses
 - Individual technician car stock on most popular replacement parts to ensure maximum uptime
 - Direct ship of needed parts to a technician’s home
- Preventative maintenance to identify potential problems and correct them before they occur, ensuring systems are always running at optimum levels
- Escalation management process that is clearly defined to resolve poor performance issues quickly, efficiently and to your complete satisfaction

SERVICE GUIDE

Professional, accountable, respectful.

Backbone of the Business.

Getting it right the first time is the goal of our team of Toshiba Service Technicians.

These tenured professionals focus on creating the best customer experience for our clients, with minimal downtime.

Why Choose Toshiba



Employees are empowered to do what's right for the client



Team members are certified in Toshiba and partner devices



30% of all service issues are often solved remotely via Help Desk



With our courtesy call-ahead, clients know when to expect us

About Our Team

Toshiba service technicians are part of the communities they serve.

Here are some other interesting facts you may not know:

40%

of our employed field service team members are Veterans

15

years of experience is the average tenure of our technicians.

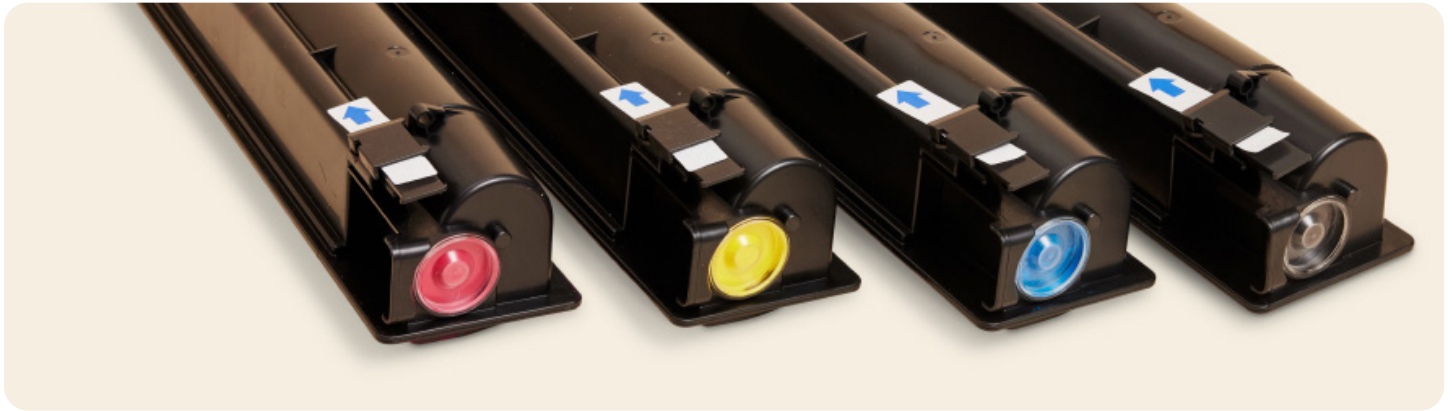
4.85

out of 5 is the average client satisfaction rating for Toshiba technicians.

Looking for a Toshiba Service Technician in your area?

Find an office near you.

business.toshiba.com



Toshiba toner is manufactured and available in USA.

Amid recent toner shortages affecting users nationwide, rest assured that our toner is readily available and produced right here in Mitchell, SD

The largest of Toshiba's two global manufacturing plants, it produces more than 1,200 tons of toner annually – that's nearly a million cartridges of black, cyan, yellow, and magenta that make your prints stand out.

The plant in Mitchell focuses on premium quality, environmental sustainability, and occupational health and safety standards within its 25-acre facility. It holds several ISO certifications and recently celebrated its 35th anniversary.

Dedicated To Keeping Your Business Running

Our US toner manufacturing plant means you're never far from product availability. And, with Toshiba manufactured toner, you're guaranteed the best product for your device.

Our Toner:

- Follows strict ISO manufacturing guidelines
- Meets rigorous testing
- Delivers high-quality product for consistent results

From the vibrant colors to the beautiful imagery, it takes quality toner to make an impact. And that's what we deliver.



If you're interested in learning more,
please contact your Toshiba expert.

business.toshiba.com



Committed to the highest quality.

The Toshiba Quality Commitment is our guarantee that you're getting the utmost in advanced technology, dependability, service and support. Toshiba stands squarely behind our promise with the assurance of complete satisfaction. Everything we do contributes to that goal—from setting the industry standard for research and development, to providing timely access to Toshiba support personnel. Look around. Toshiba sets the standard, with quality guaranteed.

Free replacement

If your Toshiba manufactured copier, facsimile, printer, thermal barcode printer or its accessories do not operate within Toshiba's product specifications during the term of this program, and if the equipment cannot be repaired to perform within product specifications, Toshiba will replace the copier, facsimile, printer, thermal barcode printer or accessory at no charge with a model of equal or better features and specifications.

Free loaner

If your Toshiba manufactured copier, facsimile, printer or thermal barcode printer is out-of-service more than two (2) consecutive business days after notifying your Authorized Toshiba Servicing Dealer or requires off-site service, a loaner copier, facsimile, printer or thermal barcode printer will be provided by the Authorized Toshiba Servicing Dealer at no additional charge.

Term of program

The term of this program is:

- a) for purchased equipment, three years from equipment installation date or maximum number of copies as stated in the product specifications, whichever occurs first; or
- b) for leased or rental equipment, three years or the length of the original lease starting from the equipment installation date, whichever is longer.



INVESTMENT SCHEDULE

CITY OF FORT LUPTON

Executive Summary

The current base monthly spend is \$1630.55 without service. The City is averaging 9,807 B/W & 20,823 Color prints/copies per month over the span of the current agreement. The average monthly service which includes toner, service, parts and labor equates to \$1,184.30 per month. All in monthly spend averages out to \$2,814.85.

Proposed Solution

Model Details

- (1) Toshiba e-STUDIO5525AC
 - Included Features: DSDF Document Feeder, Envelope Cassette, Large Capacity Feeder, 65-sheet Multi-Staple Finisher, Bridge Kit, Hole Punch Unit (for Console Finisher), Card Reader Holder
- (1) Toshiba e-STUDIO5525AC
 - Included Features: DSDF Document Feeder, Large Capacity Feeder, 65-sheet Multi-Staple Finisher, Bridge Kit, Hole Punch Unit (for Console Finisher), Card Reader Holder
- (1) Toshiba e-STUDIO5525AC
 - Included Features: DSDF Document Feeder, Large Capacity Feeder, 65-sheet Multi-Staple Finisher, Bridge Kit, Hole Punch Unit (for Console Finisher), Card Reader Holder
- (2) Toshiba e-STUDIO4525AC
 - Included Features: DSDF Document Feeder, 2000-sheet Large Capacity Feeder, 50-sheet Inner Finisher, Card Reader Holder
- (1) Toshiba e-STUDIO2525AC
 - Included Features: DSDF Document Feeder, Large Capacity Feeder, Card Reader Holder

Service Details

Pool Name	Pool Type	Monthly Overage Per Page
Mono Copier Pool	Mono	\$0.00750
Color Copier Pool	Color	\$0.03970

Total Monthly Investment

• 39 Month Lease	\$1,502.26
• 48 Month Lease	\$1,311.17
• 60 Month Lease	\$1,095.18

Monthly investment includes parts, labor, travel, and supplies; everything except for paper and one-time lease documentation fee.

The performance and features you need in a midsize workgroup MFP.

At 55 full color pages-per-minute, Toshiba's new e-STUDIO5525AC can handily serve busy workgroups or even departments. The dual scan document feeder option scans at up to 240 duplex impressions per minute and holds 300 originals. This MFP is up to the task.

Built-in OCR leverages this performance and makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. Scan to email right from the front panel of the MFP. Emailed scans will appear in your Sent folder back at your desktop.



e-STUDIO5525AC

Features at a glance

- Full Color A3 MFP
- 55PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax

Popular Options
65-Sheet Saddle Stitch Finisher
External LCF
Pedestal LCF
Dual Scan Document Feeder

Take on your busy
midsize workgroup
tasks.

Toshiba’s new e-STUDIO4525AC doesn’t just look good, it makes you look good too. With image quality unsurpassed in the industry. It will look good every time. At 45PPM and with up to 5,200 sheets of paper on tasks, it never flinches on big jobs. The 65-sheet finisher’s stack capacity is a good match too.

The dual scan document feeder option holds 300 originals and scans at up to 240 duplex impressions per minute. Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. It’ll be the hardest worker in the office.

Features at a glance

- Full Color A3 MFP
- 45PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax



e-STUDIO4525AC

Popular Options
65-Sheet Saddle Stitch Finisher
Wireless Connectivity
Pedestal LCF
Dual Scan Document Feeder

The performance and features you need in a midsize workgroup MFP.

At 55 full color pages-per-minute, Toshiba's new e-STUDIO5525AC can handily serve busy workgroups or even departments. The dual scan document feeder option scans at up to 240 duplex impressions per minute and holds 300 originals. This MFP is up to the task.

Built-in OCR leverages this performance and makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. Scan to email right from the front panel of the MFP. Emailed scans will appear in your Sent folder back at your desktop.



e-STUDIO5525AC

Features at a glance

- Full Color A3 MFP
- 55PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax

Popular Options
65-Sheet Saddle Stitch Finisher
External LCF
Pedestal LCF
Dual Scan Document Feeder



The performance and features you need in a midsize workgroup MFP.

At 55 full color pages-per-minute, Toshiba's new e-STUDIO5525AC can handily serve busy workgroups or even departments. The dual scan document feeder option scans at up to 240 duplex impressions per minute and holds 300 originals. This MFP is up to the task.

Built-in OCR leverages this performance and makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats. Scan to email right from the front panel of the MFP. Emailed scans will appear in your Sent folder back at your desktop.



e-STUDIO5525AC

Features at a glance

- Full Color A3 MFP
- 55PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan & Optional Fax

Popular Options
65-Sheet Saddle Stitch Finisher
External LCF
Pedestal LCF
Dual Scan Document Feeder



Big features in a small workgroup.

Toshiba's new 25PPM e-STUDIO2525AC gives you the features and outstanding color quality you want packed it in a very compact offering. At 25PPM it's ideal for small workgroups. Add the dual scan document feeder and you have performance and capabilities that rivals MFPs twice its size.

Built-in OCR makes your PDFs searchable or easily converts your paper-based documents to popular Microsoft Office formats.

Features at a glance

- Full Color A3 MFP
- 25PPM Letter-size
- Small Workgroups
- Compact Footprint
- Copy, Print, Scan, Fax



e-STUDIO2525AC



SUBJECT FOR DISCUSSION

Approving a Resolution Amending the Criminal History Record Information (CHRI) Policy for Proper Access, Use and Dissemination Procedures for the City of Fort Lupton

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Criminal History Record Information (CHRI) policy, initially approved on November 16, 2021, under Resolution 2021R068, requires amendment to ensure ongoing statutory compliance. This policy safeguards Criminal Justice Information (CJI) and applies to all authorized personnel accessing CBI-CJIS systems for fingerprint-based background checks.

The policy is reviewed by Colorado Bureau of Investigations (CBI) every 3 years for compliance with state statutes.

FINANCIAL CONSIDERATIONS

There are no financial implications.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Staff recommends approval.

Attachments: a. Proposed Resolution
 b. Updated CHRI Policy

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2026R0xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON APPROVING THE AMENDMENT TO THE CRIMINAL HISTORY RECORD INFORMATION (CHRI) POLICY

WHEREAS, the Criminal History Record Information (CHRI) policy safeguards Criminal Justice Information (CJI) and applies to all authorized personnel accessing CBI-CJIS systems for fingerprint-based background checks; and

WHEREAS, the Criminal History Record Information (CHRI) policy, initially approved via November 16, 2021, under Resolution 2021R068, requires formal amendment to maintain statutory compliance; and

WHEREAS, the Colorado Bureau of Investigation (CBI) and the Federal Bureau of Investigation (FBI) mandate audits once every three years to verify adherence to established security policies and regulations.

NOW THEREFORE BE IT RESOLVED that the City of Fort Lupton City Council hereby approves the amended Criminal History Record Information (“CHRI”) Policy to ensure the protection and integrity of Criminal Justice Information (CJI) and its subset of Criminal History Record Information.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 4TH DAY OF AUGUST 2026.

City of Fort Lupton

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

City of Fort Lupton

Fingerprint-Based Criminal History Record Information (CHRI)

Proper Access, Use and Dissemination Procedures

Purpose

The intent of the following policy is to ensure the protection of the Criminal Justice Information (CJI) and its subset of Criminal History Record Information (CHRI).

The City of Fort Lupton (the "City") is authorized to access Criminal History Record Information ("CHRI") to investigate the qualifications of:

- Liquor license applicants and liquor licensees under Colorado Revised Statute (C.R.S.) Section 44-3-307.
- Marijuana license applicants and marijuana licensees under C.R.S. Section 44-10-307
- Solicitor/Peddler License applicants under C.R.S. 24-72-304

The purpose of this Policy is to address the use, maintenance, dissemination, confidentiality and security of CHRI for this noncriminal justice purpose by the City of Fort Lupton.

Scope

The scope of this policy applies to any authorized personnel who accesses records obtained from the CBI-CJIS (Colorado Bureau of Investigations-Criminal Justice Information Services) Systems in response to fingerprint-based background check for investigating the qualifications of applicants/licensees. The City accesses CHRI for the purposes stated through the CBI-provided solution referred to as the Secure Document Delivery System ("SDDS").

Policies

A. Authorized Personnel

1. CHRI for Licensing Purposes shall be accessed by and provided to authorized personnel only.
2. Authorized personnel shall be reviewed and updated by the Terminal Agency Coordinator "TAC" as needed.
3. Authorized personnel shall receive security and privacy literacy training prior to accessing CJI, annually thereafter, and within 30 days of any security event for individuals involved in the event.
4. Authorized personnel for CHRI for Licensing Purposes are:
 - i. City Clerk
 - (a) The City Clerk shall serve as the Terminal Agency Coordinator (TAC), the Local Agency Security Officer (LASO), the SDDS Administrator, and the Billing Contact, if

applicable, for CHRI for Liquor Licensing, Marijuana Licensing and Solicitor/Peddler Licensing purposes.

ii. The Deputy City Clerk.

iii. The Court Administrator.

B. Acceptable Use

1. This Policy may be amended from time to time. In the event of conflict or ambiguity with other policies, the City Clerk will determine the appropriate application of the policies for Licensing Purposes.
2. Applicants are referred to the Colorado Applicant Background Services (CABS) program site for submission of background check fingerprints.
3. As part of the fingerprint process, the City must provide applicants with a Privacy Statement outlining the City's authority for collecting the applicant's information, that the applicant's fingerprints will be used to check the national criminal history records of the FBI, and how the information will be used, retained, and shared. The City must obtain a signed acknowledgement from each applicant documenting the applicant's receipt of the foregoing documents (the "Applicant's Acknowledgement").
4. CHRI may only be used for Licensing Purposes as set forth in Colorado Revised Statutes.
5. CHRI may not be disseminated outside the receiving departments, related agencies, or other authorized entities.
6. CHRI may not be forwarded to other organizations/agencies for use in separate, unrelated applications.
7. If an applicant's fingerprint background check reveals a CHRI record, authorized personnel will promptly notify the applicant in writing to the applicant's mailing address or email address provided in the application that a record exists ("Notice"). The applicant will be given thirty (30) days from the date of the Notice to obtain a change, correction, or update of his or her CHRI or to decline to do so. The applicant's license application may not be denied based on the CHRI until the expiration of said 30-day period.

C. Media and Physical Protection

1. Authorized personnel with access to the SDDS shall have unique credentials.
2. SDDS results shall be reviewed at least monthly.
3. CHRI received from the SDDS erroneously shall not be opened. Authorized personnel shall immediately contact CBI to report any erroneously delivered CHRI.
4. CHRI shall only be accessed on City-owned computers secured from the public. Remote access is strictly prohibited. Remote access is any temporary access to the City's information system by a user (or an

information system) communicating temporarily through an external, non-City controlled network (e.g., the Internet).

5. The City Clerk shall be primarily responsible for obtaining CHRI for purposes set above from the SDDS. However, in the City Clerk's absence, other authorized personnel with the appropriate level of security awareness training may obtain CHRI for said purposes from the SDDS.
6. Upon receipt of an email from the SDDS website indicating that a CHRI record is available, authorized personnel shall: review the record immediately from the SDDS website to determine if the record should be printed. If the record is to be printed, it shall be printed to a secure printer. The printed CHRI shall be placed in a sealed envelope marked "Confidential".
7. The authorized personnel shall utilize its findings as part of the subject license application process.
8. CHRI shall not be stored electronically. CHRI that is kept in physical (printed) form shall be stored in a locked cabinet in the office of the Court Administrator.
9. Computers that have been used to print CHRI shall not be released from the City's control until the equipment has been sanitized and all stored information has been cleared.
10. CHRI shall be viewed only by authorized personnel. CHRI shall not be left on computer screens where unauthorized personnel or other persons might view it.
11. The following activities are prohibited:
 - i. Unauthorized access and copying of SDDS.
 - ii. Revealing of SDDS account passwords by authorized personnel to others.
 - iii. Allowing an unauthorized person to use an authorized person's SDDS account.
 - iv. Disclosure of data in a way that violates applicable policy, procedures, or relevant regulations or law, including C.R.S. 44-3-307, 44-10-307, 24-72-304, CCJRA and CORA.

D. Retention

1. CHRI and the Applicant's Acknowledgement shall be maintained for one year. At the end of this term, the CHRI will be destroyed by shredding, cross-cut shredding or incineration. The disposal or destruction shall be witnessed or carried out by the authorized personnel.

E. Incident and Disciplinary Response

The security of information and systems in general, and of CHRI in particular, is a top priority for the City. Therefore, we have established appropriate operational incident handling procedures for instances of an information security breach. It is each individual's responsibility to adhere to established

security guidelines and policies and to be attentive to situations and incidents which pose risks to security. Furthermore, it is each individual's responsibility to immediately report potential or actual security incidents to minimize any breach of security or loss of information. The following security incident handling procedures must be followed by each individual:

- All incidents will be reported directly to the Authorized Recipient Security Officer (ARSO). The ARSO will obtain all the necessary information and fill out the Security Incident Response Form.
- If any records were stolen, the incident will also be reported to appropriate authorities.
- Once the cause of the breach has been determined, disciplinary measures will be taken in accordance with the disciplinary policy.

In addition to the above, the ARSO shall report all security-related incidents to the CBI within 24 hours.

All City personnel with access to FBI and/or CBI CHRI have a duty to protect the system and related systems from physical and environmental damage and are responsible for correct use, operation, care and maintenance of the information. All existing laws and City regulations and policies apply, including those that may apply to personal conduct. Misuse or failure to secure any information resources may result in temporary or permanent restriction of all privileges up to employment termination.

Security Incident Response Form

Date of Report: _____

Name of Person Reporting the Incident: _____

Date of Incident: _____

Points of Contact (Include Phone/Email): _____

Location of Incident: _____

Incident Description: _____

Systems Affected: _____

Method of Detection: _____

Actions Taken/Resolution: _____

Copies to:



SUBJECT FOR DISCUSSION

Approving a Resolution Accepting the Assignment and Assumption of Agreements with Intrepid Cohort 1 LLC

SUMMARY STATEMENT/BACKGROUND DISCUSSION

On February 25, 2026, BIF IV Intrepid OpCo LLC granted, sold, transferred, delivered, set-over and conveyed to Intrepid Cohort 1 LLC. The assignment and assumption are a legal contract used to transfer contractual rights and obligations from one party to another. It features two main parts: the assignment (transferring rights) and the assumption (accepting duties and liabilities). The City currently holds two (2) agreements with Intrepid:

1. Master Right-of-Way Use Agreement, dated as of September 3, 2024, by and between the City of Fort Lupton and BIF IV Intrepid OpCo LLC, doing business as Intrepid Fiber Networks.
2. Resource Letter Agreement (for Utility Locator), dated as of October 21, 2025, by and between City of Fort Lupton and BIF IV Intrepid OpCo LLC.

Approving the agreement will transfer contractual rights and obligations from BIF IV Intrepid OpCo LLC to Intrepid Cohort 1 LLC.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Staff seeks direction.

Attachments: a. Resolution
 b. Assignment and Assumption

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2026R0XX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE ASSIGNMENT AND ASSUMPTION AGREEMENT WITH INTREPID COHORT 1 LLC

WHEREAS, on February 25, 2026, BIF IV Intrepid OpCo LLC (“Intrepid”) granted, sold, transferred, delivered, set-over and conveyed to Intrepid Cohort 1 LLC; and

WHEREAS, the City of Fort Lupton (“City”) currently holds two (2) agreements with Intrepid:

1. Master Right-of-Way Use Agreement, dated as of September 3, 2024, by and between the City of Fort Lupton and BIF IV Intrepid OpCo LLC, doing business as Intrepid Fiber Networks.
2. Resource Letter Agreement (for Utility Locator), dated as of October 21, 2025, by and between City of Fort Lupton and BIF IV Intrepid OpCo LLC.

WHEREAS, approving the Assignment and Assumption will officially transfer these contractual rights and obligations from BIF IV Intrepid OpCo LLC to Intrepid Cohort 1 LLC.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fort Lupton, Colorado:

Section 1. The City Council hereby approves the Assignment and Assumption Agreement transferring the referenced agreements from BIF IV Intrepid OpCo LLC to Intrepid Cohort 1 LLC

Section 2. The Mayor and city staff are authorized to execute all necessary documents to complete this assignment.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 4TH DAY OF AUGUST 2026.

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

ASSIGNMENT AND ASSUMPTION

KNOW THAT BY THIS ASSIGNMENT AND ASSUMPTION (this “**Assignment**”) as of February 25th, 2026, BIF IV Intrepid OpCo LLC, a Delaware limited liability company, having an address at 11001 W 120th Ave, Ste 305, Broomfield, CO 80021-3493 (“**Assignor**”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, sells, transfers, delivers, sets-over and conveys to Intrepid Cohort 1 LLC, a Delaware limited liability company, having an address at 11001 W 120th Ave, Ste 305, Broomfield, CO 80021-3493 (“**Assignee**”), all right, title and interest and obligations of Assignor in, to and under or arising out of:

(a) those documents set forth in Exhibit A entered into with the City of Fort Lupton, a Colorado municipal corporation (“**Counterparty**”), and attached hereto and made a part hereof (collectively, the “**Document**”);

(b) all guaranties, insurance policies, indemnifications, releases, affidavits, certificates, certificates of deposit, performance bonds, letters of credit and other documents, reports, opinions, agreements and instruments executed and/or delivered in connection with the Document (collectively, the “**Related Documents**”);

(c) all assignments and/or pledges, whether direct or collateral, beneficial or equitable interests, proceeds, royalties, contracts, plans, specifications, permits, licenses, reserves, holdbacks, escrows, deposits, accounts, stocks, bonds and securities in connection with the Document;

(d) all modifications, amendments, consolidations, renewals, extensions or restatements of any of the foregoing; and

(e) all demands, claims, causes of action and judgments relating to any of the foregoing and all rights accrued or to accrue thereunder.

Assignee hereby accepts the foregoing assignment and assumes all of the rights and obligations of Assignor arising after the date hereof out of the Document and other interests so assigned.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

Except as provided explicitly below, this Assignment is made by Assignor and assumed and accepted by Assignee without any guarantee, representation or warranty of any kind on the part of Assignor and without recourse to Assignor in any event or for any cause. Assignor hereby warrants and represents to Assignee that:

(a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Document to any person or entity other than Assignee; and

(b) Assignor has full right and power to sell and assign the same to Assignee subject to no agreement with any party other than Assignee.

Counterparty hereby acknowledges and agrees that, on and from the date of this Assignment:

(a) Counterparty shall perform its obligations under the Document for the benefit of the Assignee in the same manner as such performance would be required thereunder for the Assignor; and

(b) Counterparty shall accept performance under the Document by Assignee in the same manner as if such performance would have been rendered by the Assignor.

Counterparty further acknowledges and agrees that Assignee intends to grant, pursuant to the Financing described below, a security interest in the Document and the Related Documents (whether now existing or executed and/or delivered after the date hereof), in favor of Société Générale in its capacity as collateral agent for certain financial institutions that are providing financing to Assignee and certain of its affiliates (“**Collateral Agent**”) pursuant to financing agreements executed on July 5, 2024, as amended and restated on June 23, 2025, and as further amended, amended and restated, modified or supplemented from time to time (the “**Financing**”), and Counterparty hereby consents to such collateral assignment. Notwithstanding anything in Section XII of the Document to the contrary, in the event that an event of default occurs under the Financing and Collateral Agent forecloses on or otherwise takes enforcement action in respect of the membership interests of Assignee, such foreclosure or other enforcement action shall not require the consent of Counterparty.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word “person” shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

Assignor hereby agrees to execute such other assignments, instruments and other documents as Assignee may reasonably request in confirmation of, and/or in furtherance of, the assignment made hereunder.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF COLORADO.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Assignor, Assignee and Counterparty have duly executed this Assignment as of the date first set forth above.

ASSIGNOR:

BIF IV Intrepid OpCo LLC,
a Delaware limited liability company

By: _____
Name: John F. Waters Jr.
Title: Chief Executive Officer

[Signature Page to Assignment and Assumption]

ASSIGNEE:

Intrepid Cohort 1 LLC,
a Delaware limited liability company

By: _____

Name:	Tim Bruny
Title:	Chief Financial Officer

COUNTERPARTY:

City of Fort Lupton,
a Colorado municipal corporation

By: _____
Name:
Title:

Exhibit A

Document

1. Master Right-of-Way Use Agreement, dated as of September 3, 2024, by and between the City of Fort Lupton and BIF IV Intrepid OpCo LLC, doing business as Intrepid Fiber Networks.
2. Resource Letter Agreement (for Utility Locator), dated as of October 21, 2025, by and between City of Fort Lupton and BIF IV Intrepid OpCo LLC.



SUBJECT FOR DISCUSSION

Approving the First Amendment to the Intergovernmental Agreement (IGA) Concerning Library Services Between the High Plains Library District, Weld Re-8 School District and the City of Fort Lupton

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The amendment was initially approved by the Council on July 7, 2026; however, because the original agreement inadvertently omitted the Weld Re-8 School District, the revised Intergovernmental Agreement (IGA) is now resubmitted for Council consideration

LEGAL/POLITICAL CONSIDERATIONS

The language has been reviewed and approved by the City Attorney.

ALTERNATIVES/OPTIONS

N/A

STAFF RECOMMENDATIONS

Staff recommends approving the amendment to the current IGA.

Attachments: a. First Amendment to the Intergovernmental Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT CONCERNING
LIBRARY SERVICES BETWEEN THE HIGH PLAINS LIBRARY DISTRICT, WELD RE-8
SCHOOL DISTRICT AND THE CITY OF FORT LUPTON**

This First Amendment to the Intergovernmental Agreement Concerning Library Services Between the High Plains Library District and the City of Fort Lupton (this “First Amendment”) is entered into on _____, 2026 (“Effective Date”), by and between the **City of Fort Lupton**, a statutory city (“Fort Lupton”), and the **Weld Re-8 School District** (“School District”) and the **High Plains Library District**, a statutory library district in the State of Colorado (the “HPLD”), (Fort Lupton, School District, and HPLD may be referred to herein individually as a “Party” or collectively as the “Parties”).

RECITALS

WHEREAS, the Parties previously executed that certain Intergovernmental Agreement Concerning Library Services between the High Plains Library District, the City of Fort Lupton and Weld Re-8 School District dated November 3, 2020 (the “IGA” or “Agreement”); and

WHEREAS, it is the intent of the Parties intended that the IGA would delineate the provision of library services provided between HPLD, Fort Lupton and School District and did not intend for third parties not a signatory to this IGA to be considered a Party or beneficiary thereof.

NOW, THEREFORE, in consideration for the mutual promises contained herein, and other good and valuable consideration, which is hereby acknowledged, the Parties agree as follows:

1. A new Section 11 of the IGA will be added as follows:

11. No Third-Party Beneficiary. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person, organization or entity not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.”

2. EFFECT OF AGREEMENT AND FIRST AMENDMENT. All remaining provisions of the IGA not expressly amended by this First Amendment shall remain in full force and effect. The only modification to the Agreement by this First Amendment is the addition of Section 11, No Third-Party Beneficiary. Such modification shall remain in effect until further written agreement by the Parties.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

HIGH PLAINS LIBRARY DISTRICT

By: _____

Its: _____
Board Chair

CITY OF FORT LUPTON

By: _____

Its: _____
Mayor

WELD RE-8 SCHOOL DISTRICT

By: _____

Its: _____
School Board President



SUBJECT FOR DISCUSSION

Approving a 5-Year Lease with Toshiba for a KIP740C Series Plotter for the New City Hall for an Amount Not to Exceed \$873.59 per Month

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The new City Hall would like to acquire a new toner-based plotter. The KIP740C includes a built-in scanner and supports media widths up to 36 inches. As a toner-based plotter, the KIP740C provides improved image quality and lower replacement costs compared to the ink-based plotter currently in use. Toner costs are estimated at approximately \$900. There is also a one-time setup fee of \$1,425. A maintenance option is available. However, since this would be the City's first KIP plotter, it is recommended to evaluate usage for approximately one month before determining maintenance needs. Maintenance pricing for the KIP740C is based on square footage usage. Additionally, if the KIP740C becomes unavailable, the scanner will continue to operate normally while the plotter is offline. Likewise, the plotter will continue functioning while the scanner is offline.

The lease will be a five-year Fair Market Value (FMV) lease, reducing costs while providing the city with greater flexibility at the end of the term. The city may transition to a month-to-month agreement, upgrade the equipment, or choose not to renew the plotter lease.

The maintenance agreement would be billed at \$0.0290 per square foot. A 24" x 36" drawing equals 6 square feet, resulting in a cost of slightly more than \$0.17 per drawing. A 24" x 36" sheet is a standard D-size drawing. Based on an estimated volume of 250 prints per month, the total monthly cost to the city would be approximately \$43.50.

FINANCIAL CONSIDERATIONS

The cost of the plotter lease will be budgeted in the Planning Department's budget annually for the term of the lease. There will be sufficient funds in the current general fund budget to cover the monthly payments in 2026.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Council elects to accept the contract for the KIP740C with Toshiba

Council says no to the KIP740C and we move the current HP Plotter to the new City Hall

STAFF RECOMMENDATIONS

Staff requests direction

Attachments: a. KIP740C Series Toshiba Proposal.pdf
b. Lease Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



700  SERIES



Proposal Prepared for
City of Fort Lupton

KIP is a leading global supplier of digital printing and scanning solutions for color and monochrome wide format documents. KIP offers an extensive product range that meets the ever-increasing demand for fast, high quality, cost effective reproduction. KIP advanced product technology leads the market in performance, reliability and value with an exceptional low cost of operation.

KIP is headquartered in Novi, Michigan with research & manufacturing centers in the United States, Germany, Taiwan & Japan.

KIP is committed to product designs that promote environmental health and sustainability. Our goal is to improve the customer experience by integrating environmental considerations into our business strategy, resulting in superior products. Customers increasingly value environmental aspects of products, such as energy efficiency and emissions reduction. We differentiate our products by integrating such features to reduce total cost of ownership and deliver an improved user experience.



KIP North American Headquarters | Novi, Michigan

Thank you, City of Fort Lupton

Thank you for allowing us the opportunity to present the KIP 700 C Series. The new KIP 700 C Series with KIP System K Software has been meticulously engineered to deliver breakthrough quality and performance. The KIP 700 C Series delivers a range of high demand imaging features to benefit your business, including production printing and high quality black & white and color copying and scanning!

This Proposal Package Includes:

- KIP 700 C Series System Features & Benefits
- KIP System K Software and Print Management Applications Information
- Complete KIP 700 C Series Product Specifications
- KIP 700 C Series System Pricing and Acquisition Proposal

Should you have any questions or require further information please feel free to contact me and it will be my pleasure to assist. I can be reached at **303-476-8716** or nate.kifle@tbs.toshiba.com

Best Regards,

Nate Kifle

Major Account Executive, Enterprise
Toshiba Business Solutions

700 SERIES

- Standard top stacking
- Optional rear stacking or KIPFold
- NEW 15.6" smart tablet-like touchscreen
- KIP Contact Control Technology
- Compact by design
- KIP System K Print Management Suite
- Single Pass Black for B&W printing
- Full CMYK for Color printing
- Quick Switch between rolls and stacking locations
- Fast media installation with Simple end cap design
- Auto roll switching provides less user intervention
- Fast print production when you need it most
- Consistent print quality

**WHEN YOU
NEED TO MAKE AN
IMPRESSION**



Contact Control Precision Imaging

KIP 700 C Series systems utilize Contact Control Technology (CCT), the ultimate wide format imaging solution. The ability to control the placement of the toner particles through direct contact at every stage of image development ensures the highest level of accuracy and precision quality in the production of every color or black & white image.

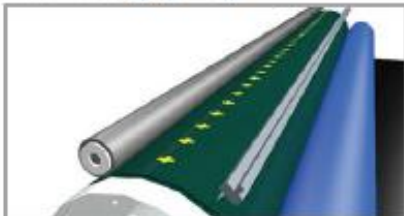
Advanced toner technology controls the image with color registration that delivers smooth color and expressive black & white image quality. True black printing ensures bold rich lines and fine details with pinpoint accuracy that are easy to read.





State of the Art **Toner Technology**

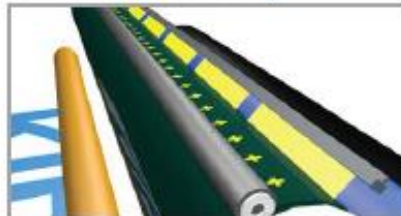
Contact Array Charging Technology (CAC)



Direct contact for consistent electric charge over the entire surface of the organic photoconductor.

- Stabilizes image quality
- Eliminates multiple system parts to include corona wires, cleaning pads, grid screens, filters and related airflow fans to reduce maintenance visits
- Eliminates ozone

Calibrated LED Array



The calibrated LED print head creates a uniform latent image and includes KIP's Image Smoothing Technology.

- Precision tuned for luminance to generate high quality text
- Smooth, consistent color shading & grayscales

Contact Development



Direct application of toner without "developers" results in pinpoint placement on the photoreceptor's latent image. Advancements in system components further enhance image quality.

- Uniform pixel creation
- Produces improved print quality

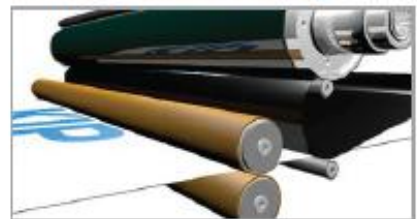
Contact Transfer



Transfers the image onto the media with precise alignment for accurate color registration through direct contact.

- Superior color registration
- Maintains sharp lines & legibility of text

Contact Pressure Fusing



Heat & pressure fusing ensures permanent, high durable images.

- Highest durability
- Waterproof images
- Lightfast
- Streak free, fluorescent marker use



700 C SERIES



When choosing a new print system **Every Detail Matters**

It's not just one component that makes a great print system, it's a combination of features and benefits that create a dependable print system.

KIP's consistent speed technology ensures there is never a delay when printing complex files or high coverage images. Every document is printed at full rated engine speed ensuring that schedules and timelines are met day after day.

Workflow Automation simplifies everyday multi-step printing processes. Produce sets of black & white, color, or mixed sets of images and automatically, size, rotate or collate with touch of your fingertips

Protecting your investment, your data and your time are primary factors we build into the design and delivery of our products. Accessibility to engine performance, toner & media requirements, and overall system health are easily accessed via touchscreen, desktop, or web applications.

From our powerful print engines and smart software technology to our incredible image quality we have designed a KIP 700 C Series to meet the demands of today and tomorrow's print requirements.



Low Volume
6 B&W | 6 Color*



Mid Volume
8 B&W | 6 Color*



High Demand
12 B&W | 10 Color*

The benefits of **Versatility**

- Three Models - Low, Mid & High Volume
 - Three Production Speeds
 - Twelve Product Configurations
 - Best in Class Technology
 - True Touch Productivity
 - Industry Leading Software – KIP System K
- Smart Printing | Data Protection | System Wide Reporting

The Power of Versatility



**PRINT
SYSTEMS**



**MULTIFUNCTION
SYSTEMS**



**PRODUCTION
SYSTEMS**

730



740



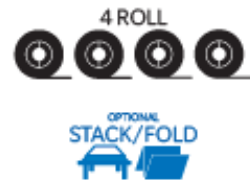
750



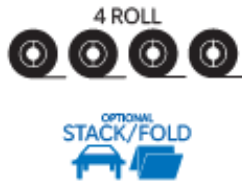
760



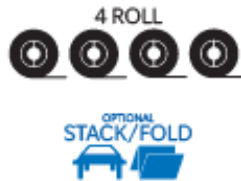
790



770



780



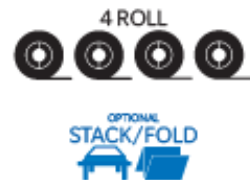
755



765



795



775



785



*All speeds represent D / A1 size prints per minute

TRUE SMART TABLET PRODUCTIVITY

PRINT, COPY & SCAN BRILLIANTLY




NEW 15.6"
Touchscreen

The NEW 15.6" KIP touchscreen has true smart tablet easy function and offers unmatched productivity with intuitive features to brilliantly automate Print, Copy, and Scan workflow.



PRINT



COPY



SCAN

- Maximize efficiency — Copy and print or scan and print at the same time
- Interrupt large print runs for quick one-off prints or copies
- KIP's Area of Interest on-screen editing let's you quickly print only the section of information you need
- KIP Cloud Connect let's you print from or scan to cloud services for project collaboration anytime, anywhere
- Pictorial user guides & QR code for videos
- Automate workflow with template creation
- One-touch access to features in 12 languages

True smart tablet function
that is easy for new or
experienced users



Intuitive Feature
Selection



Real-time Image Preview with
Area of Interest Image Editing



Auto De-skew for
Copy & Scan



Access Job History
for Easy Reprint of Jobs



Pictorial Feature &
Operator Guide



KIP Smart Link QR Code Access to Operator
Guides for Smart Phones

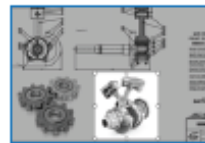
KIP System K Software

KIP System K Software Suite offers unmatched flexibility for printing projects.

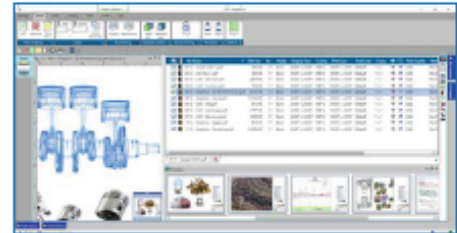


KIP ImagePro

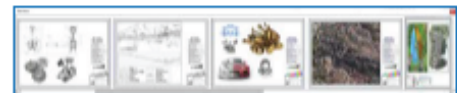
- Driverless PC App Printing
- High Definition Image Viewer with thumbnail preflight view
- Workflow Automation Templates
- Easily combine single or multi-page files from one or more file locations into a collate set
- Area of Interest for image editing
- Drag/drop and cut/paste to reorder
- Realtime access to manage print queue to maximize job priority with live printer status
- Control image scaling by percentage or single click automation to preferred page size
- Unlimited Site License — no servers or licensing required



Area of Interest (AOI)



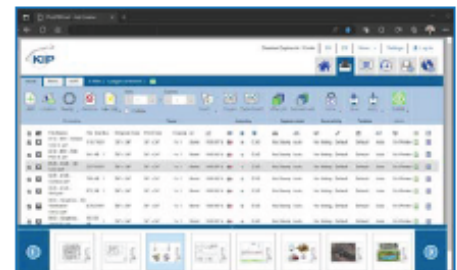
HD Viewer



Pre Flight Thumbnail Viewer

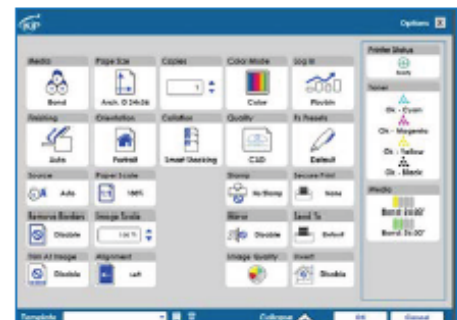
KIP PrintPro.net

- Driverless browser printing submission tool — No application or installation required
- Supports Windows, Unix, and MAC OS browsers for full control over printing parameters
- Remote printer administration and queue management
- Frees up PC, fast print job processing on KIP System K Controller
- Control image scaling by percentage or one touch automation to preferred page size
- Unlimited site license, no server or licensing required — best for small work groups



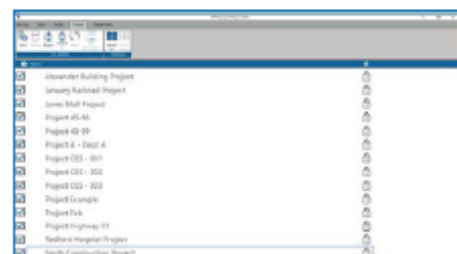
KIP Windows Driver

- Microsoft WHQL Certified
- Windows 10/11 — 32 and 64 bit operating systems
- Use from a variety of Windows based programs including Adobe, Office and CAD Applications
- Single Source Installation — No need to install multiple drivers
- Workflow Automation Templates
- Easily view and manage Job Queue and Job History with real-time printer status



KIP Accounting and Cost Center (Optional)

- Track projects and printing costs. KIP Accounting allocates print and copy volumes to departments and projects.
- Easily, print or email visually attractive reports for copy, print and scan production directly from the application.
- Enhance print system access and security
- Track Copy/Scan/Printing
- Control user features including queue management (plus many more)
- LDAP import of user information



700C SERIES SPECIFICATIONS



Scan to watch videos & get more KIP 700 C Series info



or visit: www.KIP.com/700

System Overview

Low Volume

Mid Volume

High Demand

Description and Productivity	6 B&W/min 6 Color/min			8 B&W/min 6 Color/min				12 B&W/min 10 Color/min			
	Top Stacking Standard			Top Stacking Standard / Rear Stacking Optional				Top Stacking Standard / Rear Stacking Optional			
Wide Format	Model	Rolls	System	Model	Rolls	System	Footprint	Model	Rolls	System	Footprint
Monochrome & Color											
Printers	730	2	Print	750	2	Print	Single	755	2	Print	Single
Multifunction - Copy/Print/Scan	740	2	Multifunction	760	2	Multifunction	Single	765	2	Multifunction	Single
				770	4	Print	Single	775	4	Print	Single
				780	4	Multifunction	Single	785	4	Multifunction	Single
				790	4	Multifunction	Dual	795	4	Multifunction	Dual

Type / Technology	Electrophotographic LED with organic photoconductor (OPC) utilizing CMYK dry toner KIP Contact Control Technology with KIP Contact Array Charging, KIP Quick Switch Technologies, KIP Image Smoothing Technologies					
Warm Up Time	Instant from standby					
Dimensions Excludes touch screen and top-front trays	730 / 750 / 755	59" (w) x 41" (d) x 35" (h) / 1500mm (w) x 1035mm (d) x 888mm (h)				
	740 / 760 / 765	59" (w) x 41" (d) x 41" (h) / 1500mm (w) x 1035mm (d) x 1038mm (h)				
	770 / 775 / 790 / 795	59" (w) x 41" (d) x 45" (h) / 1500mm (w) x 1035mm (d) x 1138mm (h) For 790 / 795 also refer to and include KIP 2300 Scanner				
	780 / 785	59" (w) x 41" (d) x 51" (h) / 1500mm (w) x 1035mm (d) x 1288mm (h)				
Weight	730	816 lb. / 370 kg	760 & 765	910 lb. / 413 kg	790 & 795	992 lb. / 450 kg
	740	865 lb. / 392 kg	770 & 775	992 lb. / 450 kg	Note: For 790, 795 refer to and include KIP 2300 Scanner Specifications	
	750 & 755	857 lb. / 389 kg	780 & 785	1045 lb. / 474 kg		
	Electrical Requirements	208-240V +6%/-10%, 50/60Hz, 14A		Note: For 790, 795 refer to and include KIP 2300 Scanner Specifications		
Power Consumption (Standby)	600W	Note: For 790, 795 refer to and include KIP 2300 Scanner Specifications				
Power Consumption (Printing)	1,500W	Note: For 790, 795 refer to and include KIP 2300 Scanner Specifications				
Power Consumption (Sleep)	3W	Note: For 790, 795 refer to and include KIP 2300 Scanner Specifications				

Printer

Print Resolution	600 dpi x 2400 dpi
Output Delivery	Standard: Top Stacking - up to 100 documents based on size & media type (default: 50 for 20# / 75gsm paper) Optional: Rear Stacking - up to 700 mixed size pages (based on media type and printer model)
Roll Capacity	500' / 150 m Rolls (2 Roll or 4 Roll)
Output Sizes Width	11" - 36" / 297 mm - 914 mm (3" Core - industry standard widths)
Output Sizes Length	19.7' / 6m (extendable to 82' / 25m based on media type)
Media Types	See KIP Media Guide

Controller

Controller Type	System K Embedded, Microsoft® IoT Enterprise
Memory	4GB DDR4 Standard (Upgradable)
Solid State Drive	Minimum 256 GB (Upgradable)
Supported File Type	PDF, PDF-A, HPGL 1/2, HP-RTL, CALS Group 4, TIFF Group 4, CIT/TG4, Grayscale TIFF, TIFF Packbits, PNG, JPEG

Scanner

Scanner Type	Embedded CIS: KIP 740 / 760 / 765 / 780 / 785 KIP 2300 CCD External (dual footprint): KIP 790 / 795
Scan Resolution	600 dpi
Scan Format	PDF, PDF-A, Multipage PDF, TIFF, Multipage TIFF, JPEG
Scan Destination	Local USB (removable media), Mailboxes (local), SMB, FTP, Cloud, Email
Original Size Width	11" - 36" / 210 mm to 914 mm
Original Thickness	0.05 mm - 1.60 mm (image quality over 0.25 mm thick cannot be guaranteed) Note: For KIP 790, 795 refer to KIP 2300 Scanner Specifications

*ANSI Landscape mode

KIP is a registered trademark of the KIP Group. All other product names mentioned herein are trademarks of their respective companies.
All product features and specifications are subject to change without notice. Complete product specifications are available at www.kip.com. © 2023

V10/18/23

KIP 700 C SERIES SYSTEMS SALES PROPOSAL

FOR The City of Fort Lupton

7/28/2026



Pricing: Product, Installation, and Maintenance

Model:	Item Number	Quantity	Price
740MFP – 2 Roll Multifunction Color	SYS740C	1	Text
Software Included:	Item Number	Quantity	Price
KIP PDF Format Printing Keycode	DIGPDF-700K	1	Text
Accessories & Upgrades:	Item Number	Quantity	Price
Software Options:	Item Number	Quantity	Price

Equipment, Accessories, & Options Total: \$ 000,000

Monthly Lease Payment (if applicable): \$ 873.59

Pricing: Product, Installation, and Maintenance

Consumables:	Item Number	Quantity	Price
--------------	-------------	----------	-------

Black, Cyan, Magenta, Yellow		1 OF EACH	\$900
Installation & Product Training:			
	Item Number	Quantity	Price
Onsite Professional Services	Train.KPS.4	1	\$525
KIP Maintenance Programs			
Monthly Allowance (Sq. Ft.)	Monthly Rate	Excess Meter	
N/A	N/A	N/A	

Consumables, Installation & Training, Maintenance Program Total: **\$1,425**

This proposal valid from 60 days of quotation date



TOSHIBA	FMV LEASE AGREEMENT		TOSHIBA FINANCIAL SERVICES
		APPLICATION NUMBER	AGREEMENT NUMBER

The words you and your, refer to the Customer. The words Lessor, we, us, and our, refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

CUSTOMER CONTACT INFORMATION			
Legal Company Name: City of Fort Lupton		Fed. Tax ID#:	84-6000665
Contact Person: Leann Perino	Bill-To Phone: (303) 857-6694	Bill-To Fax:	
Billing Address: 2500 9th St	City, State - Zip: Fort Lupton, CO 80621		
Equipment Location: (if different than above)	City, State - Zip:		

TBS LOCATION	
Contact Name: Nate Kifle	Location:

EQUIPMENT DESCRIPTION		
ITEM DESCRIPTION	MODEL NO.	SERIAL NO.
KIP 740 2 Roll Multi-function Color	SYS740C	
KIP PDF Format Printing Keycode	DIGPDF-700K	

☐ See attached form (Schedule "A") for Additional Equipment
--

LEASE TERM & PAYMENT SCHEDULE		Lease payment period is monthly unless otherwise indicated. End-of-Lease Options: You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value per section 16. 2. Renew the Agreement per section 17. - 3. Return Equipment.
Number of Payments: 60	of \$873.59 (plus applicable taxes)	
Security Deposit: \$0.00	☐ Received	
Origination Fee: Up to \$99.00 (included in First Invoice)		

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE			
Toshiba Financial Services	Signature:	Title:	Date:

CUSTOMER ACCEPTANCE			
You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.			
Name:	Signature: X	Title:	Date:

TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment.
2. **Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly lease payment, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
3. **Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
5. **Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
8. **Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
9. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
10. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
11. **Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
12. **Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
13. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
14. **Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
15. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
16. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
17. **Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
18. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
19. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
20. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
21. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
22. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
23. **Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and a duly authorized representative of us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

TOSHIBA

REQUEST FOR CERTIFICATE OF INSURANCE (PROPERTY COVERAGE)

TOSHIBA

FINANCIAL SERVICES

AGREEMENT NUMBER

CUSTOMER: PLEASE FILL IN YOUR INSURANCE INFORMATION AND SEND TO YOUR INSURANCE AGENT

To: Customer's Insurance Agent	Description of Item(s) to be Insured:
Name of Agency:	KIP 740 2 Roll Multi-function Color
Agent:	
Address:	
Phone:	
Fax:	
E-mail:	

Insurable Value: \$37,795.00

The below-stated Customer intends to or has entered into a financing agreement ("Agreement") with Toshiba Financial Services ("Creditor") for the above-referenced item(s) ("Equipment"). Creditor requires proof in the form of Certificates of Insurance that Customer's insurable interest in the Equipment meets Creditor's requirements as follows:

- Certificate of Property Coverage:** Customer must carry **PROPERTY** insurance in an amount no less than the **Insurable Value (with deductibles no more than \$25,000)**. Creditor **AND/OR ITS ASSIGNS** shall be listed as **LENDER'S LOSS PAYEE** on such policy.
- The Certificate Holder on the above-referenced policies shall be listed as follows:**
Toshiba Financial Services and/or its assigns
1310 Madrid Street, Suite 101
Marshall, MN 56258
- Please e-mail a copy of the above-referenced Certificates of Insurance to City of Fort Lupton, and ef.insurance.group@onlinecomment.com, referencing Application # _____ on the cover sheet, as soon as possible. If you have any questions, please contact us at: 1-800-828-8246.

By signing below, Customer authorizes the above-named Insurance Agent to immediately endorse the insurance policies and subsequent renewals to reflect the required coverage, as outlined above. In addition to providing Creditor with a copy of the Certificates of Insurance, as stated above, Customer hereby requests Insurance Agent to send to Creditor any subsequent renewals of such insurance policies, by mail, at the address listed above.

City of Fort Lupton,
Customer

X

Signature

Title

Date

***Customer: THIS FORM IS PROVIDED FOR YOU TO APPROVE, COMPLETE AND SEND TO YOUR INSURANCE AGENT.**

TOSHIBA

AUTOMATED METER READ PROGRAM OPTIONS

AM-3.0.0

Sales Representative: Nate Kifle

CUSTOMER INFORMATION

Customer Name: City of Fort Lupton	Customer Contact: Leann Perino	
Billing Address: 2500 9th St	Phone #: (303) 857-6694	Ext. Customer PO #:
Suite #:	Meter Contact: Leann Perino	Meter Phone: (303) 857-6694
City: Fort Lupton State: CO Zip: 80621	Meter Email: lperino@fortlupton.org	

METER COLLECTION CHOICES:



What is Toshiba's Automated Meter Read Program (AMR)? As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

How much does Toshiba AMR cost me?

Nothing. Ever.

What information does AMR gather?

The automated meter reading system captures all required information for billing purposes; Machine model, Serial number, and usage information.

Is the transmission secure?

Yes. Data is completely secure.

Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:

1 Automated Meter Read

Your Toshiba system will either be equipped with two-way communication capabilities or TBS will provide free software that will automatically pull meter information and input into TBS billing system. TBS will provide updates, system back ups, and meter collection automatically. Equipment MUST be connected to your network.

2 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system. End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually. All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible: ☒ Yes ☐ No

Upon receipt of first TFS Lease Invoice, visit www.financing.eportaldirect.com or call 1-800-328-9092 to register.

Please select preferred Electronic Invoice Method (TBS Invoices Only):

Email Attachment Only: ☐

PDF copy of invoice sent to email listed below

Invoice Portal Access: ☒

Link to web portal allowing invoicing viewing and E-Pay option. Email will be sent with link when new invoices generate.

Email Address for invoice notifications: lperino@fortlupton.org

CUSTOMER ACCEPTANCE:

Print Name:

Signature:

Title:

Date:

TOSHIBA

CONNECTIVITY OPTIONS AGREEMENT

CA-2.0.0

Sales Representative: Nate Kifle

CUSTOMER INFORMATION

Customer Name: City of Fort Lupton	Customer Contact: Leann Perino		
Billing Address: 2500 9th St	Phone #: (303) 857-6694	Ext.	Customer PO #:
Address 2:	IT Contact: Travis Aksamitowski		IT Phone #: (720) 466-6113
City: Fort Lupton	State: CO	Zip: 80621	eMail: taksamitowski@fortlupton.org

CONNECTIVITY OPTIONS (Check All That Apply)

☒ **OPTION A: Network Administrator Integration and Training** FREE (\$400 VALUE) (Remote)

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

☐ OPTION B: Custom Network Integration - Variable / Additional Charges	Qty	Charge	Unit Description
• Base Device Configuration - Setup of Network Protocols on Device			Device
• Print Driver Installation			Workstation
• PC Fax Driver Installation			Workstation
• Print Driver and PC Fax Driver on same Workstation			Workstation
• Scan to Copier Controller			Scanning Template
• Scan to Network Folder			Scanning Template
• Scan to Email - Initial Setup of communication to local SMTP server			Initial Setup
- Additional Setup per Scanning Template			Scanning Template
- Off-site SMTP Server			Hour Until Completion
- Additional Setup per Scanning Template			Scanning Template
• Incoming Fax Routing to Copier Controller			Fax Destination
• Incoming Fax Routing to Network Folder Location			Fax Destination
• Incoming Fax Routing to Email - Initial Setup of SMTP Server			Initial Setup
Communication to a Local SMTP Server			
- Additional Setup per Destination			Destination
- Off-site SMTP Server			Hour Until Completion
- Additional Setup per Destination			Destination
• User Code Enforcement			10 User Codes
• Copier Configuration Backup and Restore			Backup/Restore Event

Total Connectivity Fee

Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$ 200.00 Per Hour.
Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name:	Signature: X	Title:	Date:
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DECLINATION

☐ Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name:	Signature: X	Title:	Date:
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TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
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STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

Option B: Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

Base Device Configuration Includes:

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

Print Driver Installation Includes:

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
2. Confirm print capabilities via standard print driver test page.

Administrator Training Includes:

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

Inclusions – Hardware: Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

Inclusions – Software: Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

Service Availability: Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

Exclusions:

1. Electrical work external to the equipment.
2. Charges to install or improve telephone lines.
3. Charges to improve electrical service and/or network lines.
4. Network wiring to improve or connect the hardware to a computer or network.
5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.

In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.

7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.

8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.



SUBJECT FOR DISCUSSION

Accepting a Bid Proposal from Design Workshop to Serve as the Consultant Firm to Assist with Updating the Fort Lupton Comprehensive Plan for an Amount Not to Exceed \$67,130.00, Allocated from the Community Development Department's Plans & Studies Budget

SUMMARY STATEMENT/BACKGROUND DISCUSSION

On July 13, 2026, a committee (made up of staff from Planning, Economic Development, Parks, and Public Works) interviewed the top three firms from submitted qualifications for the Fort Lupton Comprehensive Plan Update. While all three firms were viewed as qualified, Design Workshop really stood out due to the quality of their project team, ongoing coordination with the City's Parks and Trails Master Plan, regional and local experience, and experience with other Comprehensive Plans that excelled at the tasks outlined in the City's request for qualifications. Scope of work and fee schedule is included in the Vendor Agreement (attachment A).

FINANCIAL CONSIDERATIONS

The Comprehensive Plan Update is included in Community Development's Plans & Studies budget line item-100-4100-531600. The proposed project cost of \$67,130.00 is included in the budget for 2026.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

Request for qualifications closed on June 26, 2026; staff could look at other consultants that were interviewed. 10 complete qualifications were accepted for review with the top three firms interviewed.

STAFF RECOMMENDATIONS

Staff recommends City Council accept Design Workshop's proposal (attachment A) to provide consultant services for the Parks and Trails Master Plan update for an amount not exceed \$67,130.00.

Attachments: a. Vendor Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



City of Fort Lupton, Colorado

Vendor Agreement

This VENDOR Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and DESIGN WORKSHOP (hereinafter "VENDOR").

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

1. SCOPE OF SERVICES. VENDOR shall perform the referenced services, with project services included in the scope of work set forth and incorporated herein as **Exhibit A**. VENDOR confirms it possesses all necessary permits, if any are required and professional licenses, as needed, and is in good standing with the State of Colorado. Further, VENDOR states, if applicable, it possesses liability insurance.

2. CONTRACT DOCUMENTS. This Agreement consists of and includes this Agreement and the scope of work set forth in the VENDOR's Scope of Work attached hereto as **Exhibit A**. In the event of any conflict between the specific contract terms and requirements of this Vendor Agreement and any terms and conditions of Vendor or Exhibit A, the parties specifically agree the terms of this Vendor Agreement shall control.

3. PERIOD OF SERVICE AND SCHEDULE. The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal.

4. CONTRACT SUM. The City shall pay to the VENDOR for performance and completion of the work and or services encompassed by this Agreement, and the VENDOR will accept as full compensation therefore the sum of not to exceed \$67,130 as set forth in the Fee Schedule incorporated in **Exhibit A**, and subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the work by the City, in its sole discretion, including completion by the VENDOR of any review corrections as determined 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 VENDOR 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. City shall have the right to make changes within the general scope of VENDOR's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and VENDOR.

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. VENDOR's services will be performed solely for the benefit of City and not for the benefit of any other persons or entities. Neither City nor VENDOR shall assign or transfer interest in this Agreement without the written consent of the other.

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 VENDOR AGREEMENT AND ANY TERMS AND CONDITIONS OF THE VENDOR OR EXHIBIT A ATTACHED HERETO, THE PARTIES SPECIFICALLY AGREE THE TERMS OF THIS FORT LUPTON VENDOR AGREEMENT SHALL CONTROL.***

8. DOCUMENTS. All documents prepared by VENDOR pursuant to this Agreement shall become the exclusive property of the City after full payment therefore. The parties expressly acknowledge that the work was specifically ordered or commissioned by the City, and further agree that it shall be considered Instruments of Service and Vendor shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Services to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Vendor. The Vendor grants to the City a nonexclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The license granted under this section permits the City to authorize the Contractor, Subcontractor, and suppliers, to reproduce applicable portions of the Instruments of Services, solely and exclusively for use in performing services or construction for the project. If the Vendor rightfully terminates this Agreement for cause the license granted in this section shall terminate. In the event the City uses the Instruments of Services without retaining the authors writing authorization, the City releases the Vendor from all claims and causes of action arising from such uses. The City, to the extent permitted by law, further agrees to indemnify and hold harmless the Vendor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such cost and expense arise from the City's use of the Instruments of Services under this section. Except for the license granted under this section, no other license or right shall be deemed granted or implied under this Agreement. The City shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without prior writing agreement for the Vendor. Any unauthorized use of the Instruments of Services shall be at the City's sole risk.

9. 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. No other fees will be paid or owed for services not otherwise rendered. The City may terminate this Vendor Agreement without cause with thirty (30) days' written notice and shall pay for services actually rendered and accepted prior to the effective date of the termination but shall have no further obligation other than as set forth herein.

10. 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.

11. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

12. OSHA REQUIREMENTS. VENDOR 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. VENDOR 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. VENDOR 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 regarding all OSHA rules and regulations.

13. NO WAIVER OF GOVERNMENTAL IMMUNITY. The City, its elected officials, officers and employees are relying upon, and do not waive or intent to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the 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.

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

15. 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.

16. INDEMNIFICATION BY VENDOR. VENDOR shall defend, indemnify and hold the City harmless from any direct damages to the extent caused by VENDOR's negligence, including but not limited loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of VENDOR or its sub-consultants pursuant to this Agreement. Expenses shall include all out of pocket expenses, reasonable attorney fees, expert costs and related litigation fees. This indemnification is full and complete and is a material term of this Agreement. VENDOR shall notify its insurance carrier immediately of any possible claim.

17. STANDARD OF CARE.

a. The standard of care for all services performed or furnished by VENDOR under this Agreement will be the care and skill ordinarily used by members of the VENDOR's profession.

b. Re-performance of services that fail to meet the standard of care shall be VENDOR's sole obligation.

18. LIABILITY INSURANCE

1. Comprehensive General Liability

a. The VENDOR shall name the City as an additional insured on any applicable insurance policy. The VENDOR shall purchase and maintain in force a Comprehensive General Liability Insurance Policy and such other insurance that is appropriate or applicable for the work being performed and services furnished and shall provide protection from claims set forth hereinbelow which may arise out of or result from the VENDOR's performance and furnishing of the work and the VENDOR's other obligations under the Contract Documents, whether performed or furnished by the VENDOR, by any Sub-VENDOR, by anyone directly or indirectly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable:

i. Claims under workers' compensation, disability benefits, and other similar

employee benefit acts;

- ii. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultant's employees;
- iii. Claims for damages because of bodily injury, sickness or disease, or the death of any person other than the VENDOR's employees;
- iv. Claims for damages insured by personal injury liability coverage which are sustained:
 - a) by any person as a result of an offense directly or indirectly related to the employment of such person by the VENDOR; or
 - b) by any other person for any other reason; Claims for damages, other than to the Work itself, because of injury to or the destruction of tangible property wherever located, including the loss of use resulting therefrom;
 - c) Claims for damages because of bodily injury or the death of any person or property damage arising out of the maintenance, or use of any motor vehicle.

(a) The insurance required shall include the specific coverages, and be written for not less than the limits of liability and coverages specified or required by Colorado Law, whichever is greater.

i. If applicable, Workers' Compensation and related coverages:

- a) State of Colorado Statutory
- b) Applicable Federal Statutory
- c) Employer's Liability \$ 100,000 each accident
 \$ 500,000 disease, policy limit
 \$ 100,000 disease, each employee

(b) The VENDOR's Comprehensive General Liability Insurance Policy shall include:

- i. General Aggregate \$ 1,000,000
- ii. Personal and Advertising Injury \$ 500,000
- iii. Each Occurrence (Bodily Injury and Property Damage) \$ 500,000
- iv. Excess or Umbrella Liability Bodily Injury and Property Damage \$ 2,000,000
 Retention \$ 10,000

2. Automobile Liability

Combined Single Limit of \$ 2,000,000

3. If applicable, Professional Liability

Limits of Liability:

Aggregate \$ 4,000,000
Per Claim \$ 1,000,000

19. APPROVAL REQUIRED. This Agreement is subject to the final approval of the Fort Lupton City Council and signature by the Mayor of Fort Lupton.

EXECUTED THIS _____ DAY OF _____, **2026.**

CITY OF FORT LUPTON, COLORADO

BY: _____

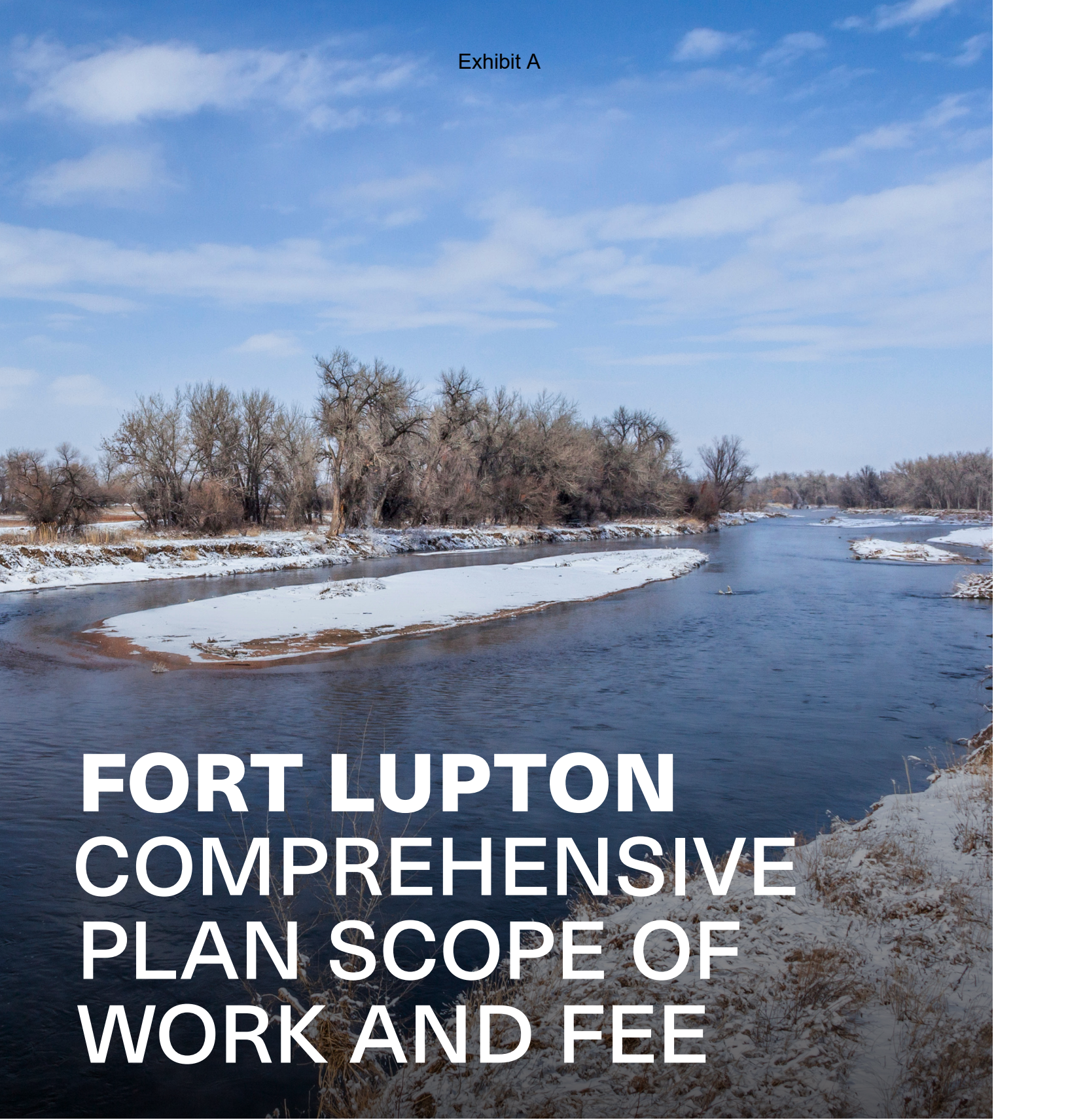
TITLE: _____

VENDOR:



BY: Anna Laybourn

TITLE: Principal



FORT LUPTON COMPREHENSIVE PLAN SCOPE OF WORK AND FEE

DESIGNWORKSHOP

Scope of Work

Design Workshop is prepared to provide all the specific tasks for the Comprehensive Plan Update and services requested including graphic design, policy planning support, data analysis and incorporation, plan document creation, and GIS and map illustration. We understand in this support role to Community Development Staff that our efforts may need to be flexible in response to plan creation needs. The following scope and deliverables outline our expectations and assumptions utilized to estimate time allocations for our team members. However, we anticipate adjusting them to the determined needs of the City.

TASK 1. TEAM COORDINATION AND EXISTING MATERIALS REVIEW

August 4, 2026 – August 21, 2026 (4 weeks)

The City of Fort Lupton has already completed substantial community engagement and technical analysis through the Comprehensive Plan process and related planning efforts. Design Workshop will begin by reviewing and synthesizing the extensive body of information already developed by the City staff, advisory committees, and consultant teams.

Task 1 will include a kickoff meeting with City staff to receive update about current progress and pressing task support needs, discuss schedule alignment, communication protocols, document expectations, and coordination procedures. We will align schedules for plan element content underway and review engagement summaries, Planning Advisory Committee materials, Housing Needs Assessment, 3-Mile Plan and neighboring communities intergovernmental agreements, Housing Action Plan, Strategic Growth Element, Water Supply Element, Transportation Plan, Parks and Trails Plan, and other relevant planning documents synthesizing findings and identifying content to carry forward into the plan. Task 1 will synthesize the recurring themes, opportunities, challenges, and policy direction identified across existing planning efforts and prepare a concise internal summary identifying the content, graphics, and recommendations to be carried forward into the Comprehensive Plan. This summary will guide subsequent recommendations and document production rather than duplicate previous technical analyses. Particular attention will be given to ensuring consistency across concurrent planning efforts and identifying opportunities to strengthen connections between land use, transportation, housing, infrastructure, parks, and economic development.

Deliverables:

- Project Kickoff meeting
- Existing plans and materials review and content incorporation memo

- Coordination meetings with City staff and other plan consultants (10 one-hour virtual meetings, in-person when aligned with other project visits)
- Existing Plans Synthesis Summary

TASK 2. COMPREHENSIVE PLAN ASSESSMENT AND KEY RECOMMENDATIONS MEMORANDUM

August 17, 2026 – September 25, 2026 (6 weeks)

Building upon the review completed in Task 1, Design Workshop will evaluate the existing Comprehensive Plan and identify opportunities to strengthen the document based on community feedback, emerging development trends, recently completed technical studies, and current planning best practices. This effort will focus on evaluating the Plan's draft vision, guiding principles, goals, future land use framework, and implementation strategy and provide suggestions for enhancement.

Building on the most current ESRI 2026 data, other data collected by the City of Fort Lupton (HNA), and the Community Profile our team developed in 2025 for the Parks and Recreation Plan, we will analyze and incorporate relevant data and trends related to population, employment, and housing. We also anticipate incorporating public health data for Fort Lupton provided by the Weld County Public Health Department in June of 2026. Based on the collection of the latest State Demography Office data, including population projection rates, as well as anticipated residential development in Fort Lupton, Design Workshop will calculate a 10-year population forecast. All data and maps will be included in an appendix Community Profile, with a narrative summary and graphics created for the Comprehensive Plan.

Recommendations will be informed by community priorities identified throughout the engagement process, including preserving Fort Lupton's small-town character, improving transportation safety and connectivity, supporting housing choice, expanding parks and recreational opportunities, enhancing community beautification, and ensuring responsible growth supported by adequate infrastructure. The resulting memorandum will provide both specific advice for modification of written narrative and general framework for the plan organizational structure and data and graphic content. As the content is developed by City staff, Design Workshop will provide overall review comments regarding policy direction, and anticipates creation of policy and implementation action priorities based on the contents of the Transportation, Water, Parks and Trails, Housing, and Strategic Growth Element (SGE) Plans.

Deliverables:

- Community Profile/Market & Demographic data collection and analysis of population, 10-year population forecast, housing, employment, and health data memo. Summary pages describing the projects with graphics
- Draft Key Recommendations memorandum
- Final Key Recommendations memorandum

TASK 3. FUTURE LAND USE FRAMEWORK AND IMPLEMENTATION STRATEGY SUPPORT

September 7, 2026 – October 16, 2026 (6 weeks)

As Fort Lupton continues to experience significant residential, commercial, and industrial growth, the Future Land Use Framework will play an increasingly important role in guiding future development decisions. Design Workshop will assist City staff in evaluating the existing Future Land Use framework and recommending refinements that better align with community priorities, infrastructure capacity, market realities, and recommendations emerging from the Strategic Growth Element.

Task 3 will include review of existing land use classifications, development trends, growth projections, and implementation tools. Working collaboratively with City staff, the Strategic Growth Element consultant, and the City's GIS Coordinator, our team will provide recommendations regarding future land use categories, development patterns, redevelopment opportunities, and implementation actions needed to support the community's long-term vision. A particular focus will be placed on ensuring that future land use recommendations are coordinated with housing, transportation, water, and economic development objectives so that growth occurs in a manner that is fiscally responsible and aligned with community values. If desired, Design Workshop can provide graphic map, diagram, and GIS support to this effort.

Deliverables:

- Future Land Use Framework recommendations
- Future Land Use category recommendations
- Future Land Use map review and markups
- Implementation matrix recommendations

TASK 4. COMMUNITY ENGAGEMENT MATERIALS AND COMMUNICATION SUPPORT

September 7, 2026 – November 13, 2026 (10 weeks)

The City has already established a successful community engagement program and will continue to lead public outreach throughout the remaining phases of the Comprehensive Plan Update. Design Workshop will support these efforts by preparing professional engagement materials that communicate complex planning concepts in a clear, visual,

and accessible manner. Our team will develop workshop boards, presentation graphics, surveys, interactive exercises, mapping activities, and other engagement tools that help residents understand planning choices and provide meaningful feedback. Materials will be in both English and Spanish will be designed to support Engagement Phase 3: Refining the Vision and Engagement Phase 4: Preparing for Action. Given our previous experience engaging Fort Lupton residents through the Parks and Trails Vision Plan, we understand the importance of creating materials that are straightforward, visually engaging, and accessible to a broad cross-section of the community.

Deliverables:

- Presentation graphics (anticipate roughly 10 graphic slides)
- Online and print survey with findings report (roughly 10 questions with supportive graphics)
- Public engagement displays (anticipate 5 boards), interactive exhibits (anticipate 4 input collection displays and tools, and handout (2 page)
- Website/social media graphics and text (formatted from plan document contents)
- All public engagement deliverables will be in both English and Spanish
- Additional option: Have team meeting attend engagements to assist with Spanish-speaking

TASK 5. COMPREHENSIVE PLAN DOCUMENT DESIGN AND PRODUCTION

September 28, 2026 – December 18, 2026 (12 weeks)

Design Workshop will serve as the lead document designer and production consultant for the Comprehensive Plan Update. We believe that a successful Comprehensive Plan must not only contain strong policy direction but must also be visually compelling, easy to navigate, and accessible to a wide range of users. Task 5 will include development of a document identity and graphic style that reflects Fort Lupton's character and community aspirations. Our team will organize content prepared by City staff, create maps and graphics, prepare charts and infographics, and establish a clear document hierarchy that improves readability and long-term usability.

The final document will integrate recommendations from the Transportation Plan, Parks and Trails Master Plan, Housing Action Plan, Strategic Growth Element, Water Supply Element, and other relevant planning initiatives into a cohesive and visually compelling planning document. The result will be a Comprehensive Plan that functions as both a policy guide and an effective communication tool for residents, elected officials, staff, developers, and community partners.

Deliverables:

- Document branding and graphic framework

- Content integration from the Transportation MP, Parks and Trails MP, Water Strategy Plan, Housing Needs Assessment, Housing Action Plan, Strategic Growth Element, and Water Supply Element
- 50% draft Comprehensive Plan pdf
- 90% draft Comprehensive Plan pdf
- Final Comprehensive Plan document (pdf print and digital resolution)
- Spanish translation of Executive Summary

TASK 6. FINAL REFINEMENT AND ADOPTION SUPPORT

November 30, 2026 – January 2027 (7 weeks)

Following review of the draft Comprehensive Plan, Design Workshop will support City staff through final revisions and preparation of adoption materials. Task 6 will focus on incorporating comments from staff, advisory committees, Planning Commission, City Council, and the public to ensure the final document accurately reflects community priorities and City direction. Our team will prepare final graphics, implementation materials, and presentation exhibits necessary to support the adoption process. We will also conduct a final quality control review to ensure consistency throughout the document and alignment with all supporting planning efforts. In the end, there will be an adoption-ready Comprehensive Plan that provides a clear framework for future growth, investment, and decision-making throughout the City of Fort Lupton.

Deliverables:

- Comment tracking spreadsheet template and responses
- Final Plan revisions
- Adoption support graphics
- Final Comprehensive Plan document package (Indesign)
- GIS Map packages and metadata (ESRI)

Fees

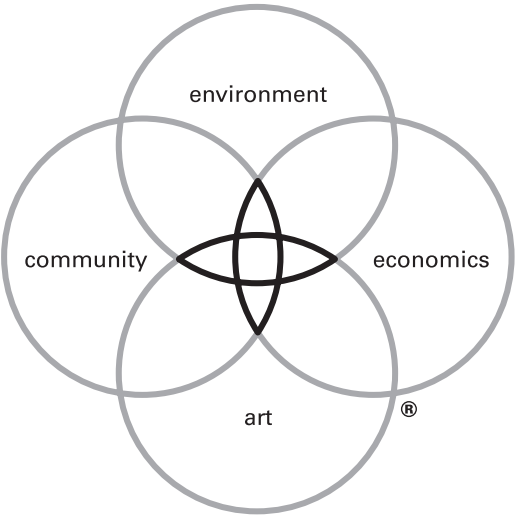
TASK	FEE
Task 1. Team Coordination and Existing Materials Review	\$8,740
Project Kickoff Meeting	\$1,460
Existing Plans and Content Review Memo	\$2,240
Coordination Meetings (10)	\$2,580
Existing Plans Synthesis Summary	\$2,460
Task 2. Comprehensive Plan Assessment and Key Recommendations	\$9,520
Community Profile, Population Projection, and Data Graphics	\$4,320
Draft Key Recommendations Memorandum	\$2,760
Final Key Recommendations Memorandum	\$2,440
Task 3. Future Land Use Framework and Implementation Strategy Support	\$10,340
Future Land Use Framework Recommendations	\$2,240
Future Land Use Category Recommendations	\$1,680
Future Land Use Map Review and Markups	\$3,360
Implementation Matrix Recommendations	\$3,060
Task 4. Community Engagement Materials and Communication Support	\$8,910
Presentation Graphics	\$2,640
Online and Print Survey with Findings Report	\$1,340
Public Engagement Displays	\$2,380
Website and Social Media Graphics/Text	\$1,340
Engagement Materials Spanish Translation	\$1,210

FEES CONTINUED...

TASK	FEE
Task 5. Comprehensive Plan Document Design and Production	\$18,600
Document Branding and Graphic Framework	\$1,620
Content Integration	\$3,740
50% Draft Plan	\$5,320
90% Draft Plan	\$3,980
Final Plan Production (Print and Digital)	\$820
Spanish Translation Executive Summary (approximately 12 pages)	\$3,120
Task 6. Final Refinement and Adoption Support	\$5,660
Comment Tracking Spreadsheet and Responses	\$1,340
Final Plan Revisions	\$2,240
Adoption Support Graphics	\$1,040
Final Comp Plan Package	\$260
GIS Map Packages and Metadata	\$780
Total Not-to-Exceed Professional Services Fee	\$61,770

Reimbursable Expenses (Direct Costs)	\$2,860
Meeting Costs (Print and other materials purchase, consultant travel to meetings as needed)	\$1,860
Printing (Plan Document Copies Anticipated Expense)	\$1,000
Total Fee Reimbursable Expenses and Professional Services	\$64,630
OPTIONAL: If Authorized Spanish Interpreter time and travel to public engagement events (1 day)	\$2,500
Total Fee with OPTIONAL Spanish interpreter task	\$67,130

This fee proposal has been created based on anticipated consultant hours per the Design Workshop Scope of Work (totaling 409 hours).



DW LEGACY DESIGN®

Legacy Design is the defining element of our practice. It is our commitment to an elevated level of design inquiry to arrive at the optimal solutions for clients. The process ensures that our projects reflect the critical issues facing the built environment and that they deliver measurable benefit to clients and communities. It is the foundation of the firm's workshop culture and guides all projects.



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of Zachary Potter to the Planning Advisory Committee for a Term Beginning August 4, 2026 and Ending Upon Adoption of the Comprehensive Plan Update.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Planning Advisory Committee was established on February 18, 2025 and shall be made up of 11 total members to allow for broad community input to ensure that the updated Comprehensive Plan reflects the needs and desires of the community. The City received applications from 16 candidates wishing to serve on the committee. One member of committee is no longer able to attend, and in the interest to fill this vacancy quickly due to the time sensitive nature of the remainder of this Comprehensive Plan Update, staff reached out to an applicant of the initial candidate pool to confirm if they were still interested and available to join. Staff received confirmation that the applicant is still interested and available to join the Planning Advisory Committee.

FINANCIAL CONSIDERATIONS

Not Applicable

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

1. Approve the Resolution.
2. Deny the Resolution and continue to solicit from previous applicants who were not originally chose, and if those options are exhausted, solicit from applications through announcements on the City of Fort Lupton's webpage and social media accounts.

STAFF RECOMMENDATIONS

Staff recommend approving the proposed resolution

Attachments: a. Proposed Resolution with Exhibit A

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2026Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED CANDIDATE (EXHIBIT "A") TO THE PLANNING ADVISORY COMMITTEE FOR A TERM BEGINNING AUGUST 4, 2026, AND ENDING UPON COMPLETION OF THE COMPREHENSIVE PLAN UPDATE

WHEREAS, the Planning Advisory Committee was established on February 18, 2025; and

WHEREAS, the Committee shall be made up of a variety of citizens to ensure the broad interests of the community are represented; and

WHEREAS, the City received applications from 16 candidates wishing to serve on the committee; and

WHEREAS, the Mayor, with consent of City Council, shall appoint the members of the Committee; and

WHEREAS, a vacancy has appeared on the Planning Advisory Committee, and staff aims to keep the Committee full through the duration of this process; and

WHEREAS, staff reached out to a previous applicant to confirm if they were still interested and available, and they confirmed they are; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of the attached candidate to the Planning Advisory Committee for a term beginning August 4, 2026 and ending upon adoption of the Comprehensive Plan Update.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 4th DAY OF AUGUST, 2026.

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT "A"

<i>PLANNING ADVISORY COMMITTEE ADDITION</i>		
Name	Term	Position
Zachary Potter	08/04/2026 – Adoption of Comprehensive Plan Update	Citizen Representative



SUBJECT FOR DISCUSSION

Accepting the Audited 2025 Annual Comprehensive Financial Report (ACFR)

SUMMARY STATEMENT/BACKGROUND DISCUSSION

ClingerHagerman LLC has completed their review of the year ended December 31, 2025 financial statements and have issued their report and a single audit report on federal funds received. The statements are available on the City's website www.FortLuptonCO.gov.

FINANCIAL CONSIDERATIONS

Audited Financial Statements are required to be filed with the State of Colorado Auditor every year by July 31st. The statements are also filed with the Multiple Securities Rule Making Board (MSRB) every year by June 30 to keep us in compliance with the continuing disclosure requirements of our bonds. The statements were filed with all agencies.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Accept the 2025 Annual Comprehensive Financial Report and Single Audit

Attachments:

- a. [Audited Financial Statements for the Year Ended December 31, 2026
https://www.fortluptonco.gov/Archive.aspx?
AMID=37](https://www.fortluptonco.gov/Archive.aspx?AMID=37)
- b. Audit Presentation

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Fort Lupton

Report to the Honorable Mayor and Members of the City Council and City Administrator

Audit Wrap Up:

Year Ending December 31,
2025



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Significant Audit Matters

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Single Audit

Restricted Use

Conclusion

This information is intended solely for the information and use of the City of Fort Lupton (the City) and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Welcome

August 4, 2026

To the Honorable Mayor and Members of the
City Council and City Administrator
City of Fort Lupton, Colorado

Professional standards require us to communicate with you regarding matters related to the financial statement audit that are, in our professional judgment, significant and relevant to your responsibilities in overseeing the financial reporting process. In April 2026, we provided an overview of our plan for the audit of the financial statements of City of Fort Lupton, Colorado (the City) as of and for the year ended December 31, 2025, including a summary of our overall objectives for the audit, and the nature, scope, and timing of the planned audit work.

This communication is intended to elaborate on the significant findings from our audit, including our views on the qualitative aspects of the City's accounting practices and policies, management's judgments and estimates, financial statement disclosures, and other required matters.

We are pleased to be of service to the City and look forward to meeting with you to discuss our audit findings, as well as other matters that may be of interest to you, and to answer any questions you might have.

Sincerely,

A handwritten signature in dark ink, reading "C. Hagerman, LLC". The signature is written in a cursive, flowing style.



Results of Our Audit

We have completed our audit of the financial statements as of and for the year ended December 31, 2025. Our audit was conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards (GAS)*. This audit of the financial statements does not relieve management or those charged with governance of their responsibilities.

- The objective of our audit was to obtain reasonable – not absolute – assurance about whether the financial statements are free from material misstatements.
- The scope of the work performed was substantially the same as that described to you in our earlier Audit Planning communications.
- We have issued **unmodified opinions** on the financial statements and released our report on June 29, 2026.



Results of Our Audit

We applied certain limited procedures to **management's discussion and analysis, and the the budgetary comparison information for the General Fund** which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. **We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.**

We were engaged to report on **combining and individual nonmajor fund financial statements, the budgetary comparison schedules, and the Schedule of Expenditures of Federal Awards**, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on **introductory section**, which accompanies the financial statements but is not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, **we do not express an opinion or provide any assurance on it.**



Results of Our Audit

Our responsibility for other information in documents containing the City's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform procedures to corroborate such other information.

However, in accordance with professional standards, we have read the information included by the City and considered whether such information, or the manner of its presentation, was materially consistent with its presentation in the financial statements.

Our responsibility also includes calling to management's attention any information that we believe is a material misstatement of fact. We have not identified any material inconsistencies or concluded there are any material misstatements of facts in the other information that management has chosen not to correct.



Significant Audit Matters

ACCOUNTING PRACTICES, POLICIES, ESTIMATES

Management is responsible for the selection and use of appropriate accounting policies. The following summarizes the more significant required communications related to our audit concerning the City's accounting practices, policies, and estimates:

The City's **significant accounting practices and policies** are those included in Note 1 to the financial statements. These accounting practices and policies are appropriate, comply with generally accepted accounting principles and industry practice, were consistently applied, and are adequately described within Note 1 to the financial statements.

- There were **no changes** in significant accounting policies and practices during fiscal year 2025.

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. Based on the nature of the City's financial statement disclosures, no disclosures were identified as being more significant to financial statement users than others.

The financial statement disclosures are neutral, consistent, and clear.



Significant Audit Matters

ACCOUNTING PRACTICES, POLICIES, ESTIMATES

Significant estimates are those that require management’s most difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effects of matters that are inherently uncertain. The City’s significant accounting estimates, including a description of management’s processes and significant assumptions used in development of the estimates, are disclosed in Note 1 of the financial statements.

Significant Accounting Estimates
GASB 87, Leases
GASB 96, Subscription-Based Information Technology Arrangements (SBITA)

- Management **did not make any significant changes** to the processes or significant assumptions used to develop the significant accounting estimates in fiscal year 2025.



Significant Audit Matters

DISAGREEMENTS WITH MANAGEMENT

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. **We are pleased to report that no such disagreements arose during the course of our audit.**

Additionally, management's cooperation was excellent. We received full access to all information that we requested while performing our audit, and we acknowledge the full cooperation extended to us by all levels of City personnel throughout the course of our work.

All records and information requested by ClingerHagerman, LLC were freely available for our inspection.

MANAGEMENT REPRESENTATIONS

We have requested certain representations from management that are included in the management representation letter dated June 29, 2026.



Significant Audit Matters

MANAGEMENT CONSULTATIONS WITH OTHER INDEPENDENT ACCOUNTANTS

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the City’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts.

To our knowledge, there were no such consultations with other accountants.

CORRECTED AND UNCORRECTED MISSTATEMENTS

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The uncorrected misstatements or the matters underlying them could potentially cause future period financial statements to be materially misstated, even though, in our judgment, such uncorrected misstatements are immaterial to the financial statements under audit.

OTHER AUDIT FINDINGS AND ISSUES

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Internal Control Over Financial Reporting

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City’s internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion(s) on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. Accordingly, we do not express an opinion on the effectiveness of the City’s internal control.

Our consideration of internal control was for the limited purpose described above and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses.

We are required to communicate, in writing, to those charged with governance all material weaknesses and significant deficiencies that have been identified in the City’s internal control over financial reporting. The definitions of control deficiency, significant deficiency and material weakness follow:

Category	Definition
Control Deficiency	A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis.
Significant Deficiency	A deficiency or combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.
Material Weakness	A deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the City’s financial statements will not be prevented or detected and corrected on a timely basis.

Given these limitations, during our audit **we identified a deficiency in internal control that we consider to be a material weakness**, as described on the following page.



Internal Control Over Financial Reporting

Finding Title	Description
Internal Control Over Preparation of the Schedule of Expenditures of Federal Awards (Material Weakness)	The City did not have a sufficiently designed and implemented control to ensure the SEFA captured all federal awards and reported federal expenditures accurately by ALN. During audit procedures, multiple errors were identified in the SEFA which were corrected, including the following: • ALN 15.437 was erroneously reported as part of ALN 10.760 in the amount of \$603,475. As a result, ALN 15.437 was excluded from the SEFA as a separate federal program. • A Bulletproof Vest Grant program in the amount of \$2,030 was erroneously reported on the SEFA. No supporting documentation existed for this amount, and it was removed from the SEFA after review of usaspending.gov and a search of the grants and loans received by the City. • During testing of ALN 66.468, it was noted that \$164,356 of retainage was recorded in the City's financial statements but was not reported on the SEFA.

Single Audit

Single Audit

In planning and performing our audit of the Schedule of Federal Expenditures of Federal Awards, we considered the City’s internal control over compliance with requirements that could have a direct and material effect on its major federal program to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with *Government Auditing Standards* and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance.

We issued an **unmodified opinion** on the Schedule of Expenditures of Federal Awards in relation to the basic financial statements as a whole.

The City expended \$19,679,981 in federal expenditure during the year ended December 31, 2025. The following programs were audited as Major Federal Programs for the year ended December 31, 2025.

ALN	Program Name	Expenditures
66.468	Drinking Water State Revolving Fund	\$3,356,403
10.760	Water and Waste Disposals Systems for Rural Communities	\$15,720,103

- We tested compliance and internal controls with respect to the Major Federal Programs and identified **a significant deficiency in internal control over compliance and an instance of noncompliance** as described on the following page (see annual report for full context of the finding).



Internal Control Over Compliance and Compliance

Finding Title	Suspension and Debarment (Significant Deficiency)
Federal Program Name(s) and Assistance Listing Numbers	Drinking Water State Revolving Fund (66.458) and Water and Waste Disposal Systems for Rural Communities (10.760)
Type of Finding	Significant Deficiency in Internal Control over Compliance, Other Matters
Criteria or Specific Requirement	Non-federal entities are prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred. "Covered transactions" include contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000 or meet certain other criteria as specified in 2 CFR section 180.220. All non-procurement transactions entered into by a passthrough entity (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 CFR section 180.215. When a nonfederal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity, as defined in 2 CFR section 180.995 and agency adopting regulations, is not suspended or debarred or otherwise excluded from participating in the transaction. This verification may be accomplished by (1) checking the Excluded Parties List System (EPLS) maintained available at SAM.gov, (2) collecting a certification from the entity, or (3) adding a clause or condition to the covered transaction with that entity (2 CFR section 180.300).
Condition	We noted that the City does have policies and procedures in place for compliance with suspension and debarment requirements; however, we noted that the vendor selected for testing had not been checked to verify they were not suspended or debarred prior to the services provided.
Questioned Costs	None
Context	The City does have a policy and procedure to check a vendor's suspension and debarment status either by checking the active record on SAM.gov, collecting a certification from the proposed entity, and/or adding a clause or condition to the covered transaction with that entity. The City was not able to provide verification, prior to procurement, of the suspension and debarment status through review of SAM.gov, providing a certification from the vendor, or through a clause or condition within the signed contract. We did verify this vendor was not currently suspended or debarred through review of SAM.gov.



Restricted Use

This information is intended solely for the information and use of the Honorable Mayor and Members of the City Council and City Administrator and management of the City of Fort Lupton, Colorado and is not intended to be, and should not be, used by anyone other than these specified parties.

Conclusion

We are pleased to be of service to the City of Fort Lupton, Colorado, and look forward to answering questions you may have regarding our audit as well as other matters that may be of interest to you.



SUBJECT FOR DISCUSSION

Approval to Order Dell Pro Support Plus for an Amount Not to Exceed \$63,349.96

SUMMARY STATEMENT/BACKGROUND DISCUSSION

IT has submitted a request for Dell Pro Support Plus for the 2027 budget year capital expenditure in the amount of \$95,000.00 due to the increased cost not being included in the 2026 budget. Dell has since reduced the cost to \$63,349.96 if the order is placed by 08/20/2026. IT is requesting approval to complete the Dell Pro Support Plus purchase in the 2026 budget year, which would eliminate the 2027 capital request and provide the city with a savings of \$31,650.04.

FINANCIAL CONSIDERATIONS

A supplemental budget resolution will be necessary for this purchase.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Council approves the payment of \$65,349.96 to Dell in the 2026 budget, resulting in savings of \$31,650.04 for the city.

Council elects to defer the request to the 2027 budget year.

STAFF RECOMMENDATIONS

IT recommends the approval resulting in a savings of \$31,650.04

Attachments: a. DellSupportPlus_3000203327091.3.pdf

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Aug. 20, 2026**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote No.	3000203327091.3
Total	\$63,349.96
Customer #	7507260
Quoted On	Jul. 06, 2026
Expires by	Aug. 20, 2026
Contract Name	Dell NASPO Computer Equipment PA - Colorado
Contract Code	C000001122001
Customer Agreement #	23026 / 186019
Deal ID	31403835

Sales Rep	Pamela Villaraza
Phone	1(800) 4563355, 80000
Email	Pamela.Villaraza@dellteam.com
Billing To	TRAVIS AKSAMITOWSKI CITY OF FORT LUPTON 130 S MCKINLEY AVE FORT LUPTON, CO 80621-1343

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Pamela Villaraza

Shipping Group

Shipping To

TRAVIS AKSAMITOWSKI
CITY OF FORT LUPTON
130 S MCKINLEY AVE
FORT LUPTON, CO 80621-1343
(303) 857-6694

Product

PowerEdge R660 Upgrades and Extensions

Subtotal

\$63,349.96

Service Tag: 10ZRZ84

Service Description: ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch

Service Contract: Jul. 06, 2026 - Apr. 24, 2028

Service Tag: 1SJ1ND4

Service Description: ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch

Service Contract: Jul. 06, 2026 - Oct. 29, 2028

Service Tag: 2SJ1ND4
Service Description: ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch
Service Contract: Jul. 06, 2026 - Oct. 29, 2028

Service Tag: GZYRZ84
Service Description: ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch
Service Contract: Jul. 06, 2026 - Apr. 24, 2028

Service Tag: HZYRZ84
Service Description: ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch
Service Contract: Jul. 06, 2026 - Apr. 24, 2028

Service Tag: JZYRZ84
Service Description: ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch
Service Contract: Jul. 06, 2026 - Apr. 24, 2028

Service Tag: 10ZRZ84
Service Description: ProSupport Plus Mission Critical 7x24 Technical Support and Assistance
Service Contract: Jul. 06, 2026 - Apr. 24, 2028

Service Tag: 1SJ1ND4
Service Description: ProSupport Plus Mission Critical 7x24 Technical Support and Assistance
Service Contract: Jul. 06, 2026 - Oct. 29, 2028

Service Tag: 2SJ1ND4
Service Description: ProSupport Plus Mission Critical 7x24 Technical Support and Assistance
Service Contract: Jul. 06, 2026 - Oct. 29, 2028

Service Tag: GZYRZ84
Service Description: ProSupport Plus Mission Critical 7x24 Technical Support and Assistance
Service Contract: Jul. 06, 2026 - Apr. 24, 2028

Service Tag: HZYRZ84
Service Description: ProSupport Plus Mission Critical 7x24 Technical Support and Assistance
Service Contract: Jul. 06, 2026 - Apr. 24, 2028

Service Tag: JZYRZ84
Service Description: ProSupport Plus Mission Critical 7x24 Technical Support and Assistance
Service Contract: Jul. 06, 2026 - Apr. 24, 2028

	Subtotal:	\$63,349.96
	Shipping & Handling:	\$0.00
	Estimated Tax:	\$0.00
	Total:	\$63,349.96

PowerEdge R660 Upgrades and Extensions		Unit Price	Quantity	Subtotal
Estimated delivery if purchased today: Jul. 10, 2026 Contract # C000001122001 Customer Agreement # 23026 / 186019		\$63,349.96	1	\$63,349.96
Description	SKU	Unit Price	Quantity	Subtotal
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch	887-0994	-	1	-
ProSupport Plus Mission Critical 7x24 Technical Support and Assistance	887-0984	-	1	-
		Subtotal:		\$63,349.96
		Shipping:		\$0.00
		Estimated Tax:		\$0.00
		Total:		\$63,349.96

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Commercial Warranty Subscription Customers: By accepting your order confirmation, you are opting in to a recurring subscription for the services listed and allowing Dell to charge your payment method on file either monthly, quarterly or annually based on the selection in this order for the duration of the committed period. Dell has the right to charge an Early Termination Fee (ETF) if cancelled prior to the committed period.

Other Subscription Customers: By accepting your order confirmation, you are opting into a subscription for the services listed and are allowing Dell to charge your payment method on file on a recurring basis. See the offer specific Terms and Conditions for details.

Commercial: <https://www.dell.com/learn/us/en/uscorp1/commercial-sector-auto-renewal-terms>

You may opt out of automatic renewal at any time through the web portal used to manage your subscription. You may update payment and billing information through the [Dell Digital Locker](#).



SUBJECT FOR DISCUSSION

Approving a Resolution for a Special Use Permit Submitted by Western Midstream for Two Buried Gathering Pipelines

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Applicant has submitted a request for a Special Use Permit that would allow for one gas gathering pipeline and one oil gathering pipeline to connect to an existing gathering system. Once construction is complete, the site will be reclaimed to the original grade and pre-existing conditions.

The route begins outside of city limits at the “Parsnip Pad”, located immediately adjacent to city limits at 2292 S. Denver Avenue (Parcel No. 147120300007). From there, the pipelines run within seven parcels within the City of Fort Lupton’s Municipal Boundaries. The project location within city limits begins on the east side of South Denver Avenue, approximately 2,360 feet north of County Road 6. It then runs north generally along Union Pacific Rail Road before turning east and tying into existing infrastructure, approximately 2,600 feet north of County Road 8 in Fort Lupton.

The proposed use is specifically listed as requiring a special use permit in all zone districts in the Fort Lupton Development Code. The intent of the special use permit is to provide flexibility, to provide a means for setting performance standards for individual land uses, and to help diversify uses within a zoning district. A special use review requires a public hearing before Planning Commission and City Council.

All notification requirements were met, including posting notice of the hearings on the property at least 15 days prior to this public hearing, mailing notice to property owners within 1000 feet properties, and publishing notice of the hearing at least 15 days prior to the hearing.

FINANCIAL CONSIDERATIONS

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

The City Council has the following four options for each request:

- a) Approve the proposed resolution.
- b) Approve the proposed resolution with conditions.
- c) Continue the hearing for additional information or further study.
- d) Deny the proposed resolution.

STAFF RECOMMENDATIONS

Planning Commission and Staff recommend conditional approval of the Western Midstream Parsnip Pipeline Special Use Permit. The conditions are listed in the proposed resolution provided to Council.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

- b. Planning Commission Resolution P2026-001
- c. Planning Commission Minutes
- d. Staff Report
- e. Project Narrative
- f. Special Use Permit Sheets
- g. Legal Notifications

RESOLUTION NO. 2026RXXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING A SPECIAL USE PERMIT FOR A BURIED GAS GATHERING PIPELINE AND A BURIED OIL GATHERING PIPELINE, ON SEVEN PARCELS LOCATED IN PORTIONS OF THE WEST HALF OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., PORTIONS OF THE WEST HALF AND NORTH EAST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 66 WEST OF 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on July 23, 2026, for the purpose of reviewing the application from Western Midstream for a special use permit for a gas gathering pipeline and an oil gathering pipeline; and

WHEREAS, after review of the application and supporting information, and consideration of staff comments, applicant's presentation and any public input, the Planning Commission recommended approval, with conditions, of the special use permit application; and

WHEREAS, the City Council held a public hearing to consider and review the request for the special use permit on August 4, 2026; and

WHEREAS, after review of the application and supporting information, the City Council finds that the special use permit conforms to Colorado Revised Statutes and City codes and policies therein, and

WHEREAS, all legal requirements for the public hearing have been met, including publication of the legal notice in the Fort Lupton Press, mailing of public hearing notices to property owners within 1,000 feet, and posting of the hearing on the site; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the plans and supporting documentation, referral comments, as well as any citizen input in response to this application. Based upon the review of applicable policies and goals in the Fort Lupton Comprehensive Plan, review of the Zoning Regulations, and analysis of referral comments and the facts presented on this date, the City Council hereby approves the Western Midstream Parsnip Pipeline Special Use Permit for a buried gas gathering pipeline and a buried oil gathering pipeline with the following conditions:

1) Prior to recording;

- A. Applicant shall adequately address all comments from Planning, including but not limited to:
 - i) Update all project documents that reference specific line dimensions, including but not limited to Special Use Permit Sheets and Project Narrative.
 - ii) Correct all red lines on SUP sheets.
 - iii) Add the following notes to the sheets:
 - a) The property shall adhere to all applicable local, state, and federal regulations at all times.

- b) After project completion, the site shall undergo reclamation to its natural state.
- B. Applicant shall adequately address all comments from Public Works, including but not limited to:
 - i) Add a note to the Special Use Permit stating: "If relocation is necessary in the future due to future utility conflict it will be the responsibility of Western Midstream to relocate facilities."
- C. Applicant shall acknowledge all comments from CDOT.
- D. Applicant shall acknowledge all comments from CDPHE.
- E. Applicant shall acknowledge all comments from Xcel Energy.
- F. Applicant shall acknowledge all comments from United Power

2) Prior to construction;

- A. Sheets shall be submitted to the Community Development Office for recording

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 4th DAY OF AUGUST, 2026.

City of Fort Lupton, Colorado

Chris Ceretto, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

RESOLUTION NO. P2026-001

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF A SPECIAL USE PERMIT FOR A BURIED GAS GATHERING PIPELINE AND A BURIED OIL GATHERING PIPELINE, ON SEVEN PARCELS LOCATED IN PORTIONS OF THE WEST HALF OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., PORTIONS OF THE WEST HALF AND NORTH EAST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 66 WEST OF 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on July 23, 2026, for the purpose of reviewing the application from Western Midstream for a special use permit for a buried gas gathering pipeline and a buried oil gathering pipeline; and

WHEREAS, after review of the application and supporting information, the Planning Commission finds that the special use permit conforms to Colorado Revised Statutes and City codes and policies therein; and

WHEREAS, all legal requirements for the public hearing have been met including publication of the legal notice in the Fort Lupton Press, mailing of public hearing notices to adjacent property owners within 1000 feet, and posting of the hearing on the site; and

NOW THEREFORE BE IT RESOLVED, the Planning Commission has taken into consideration all referral comments and any citizen testimony in response to this application. Based upon the facts presented on this date, the Planning Commission hereby recommends approval of the Western Midstream Parsnip Pipeline for a portion of a buried gas gathering pipeline and a buried oil gathering pipeline, conditional upon the following:

I. Prior to recording;

- A. Applicant shall adequately address all comments from Planning, including but not limited to:
 - a. Update all project documents that reference specific line dimensions, including but not limited to Special Use Permit Sheets and Project Narrative.
 - b. Correct all red lines on SUP sheets.
 - c. Add the following notes to the sheets:
 - i. The property shall adhere to all applicable local, state, and federal regulations at all times.
 - ii. After project completion, the site shall undergo reclamation to its natural state.

B. Applicant shall adequately address all comments from Public Works, including but not limited to:

- a. Add a note to the Special Use Permit stating: "If relocation is necessary in the future due to future utility conflict it will be the responsibility of Western Midstream to relocate facilities."

C. Applicant shall acknowledge all comments from CDOT.

D. Applicant shall acknowledge all comments from CDPHE.

E. Applicant shall acknowledge all comments from Xcel Energy.

F. Applicant shall acknowledge all comments from United Power

II. Prior to construction;

A. Sheets shall be submitted to the Community Development Office for recording

DONE THIS 23rd DAY OF JULY, 2026, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.



Chairman

ATTEST:

Planning Director

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
July 23, 2026

The Planning Commission of the City of Fort Lupton met in session at City Hall Chambers, 130 South McKinley Avenue, the regular meeting place of the Planning Commission and virtually via GoToMeeting, on Thursday, July 23, 2026.

Chair Mike Simone called the meeting to order at 6:01 PM.

ROLL CALL

Commissioners Present: Chair Mike Simone, Vice-Chair Shannon Rhoda, Commissioners Kathy Kvasnicka, Karina Gonzalez, and Andrea Allisson. Commissioners Jimmy Dominguez, Shannon Wiens, and Ashley Greene joined online via Go-To.

City Staff Present: Planner Zachary Mettler, and Planning Technician Beyza Kirmizi. City Engineer, David Rausch, joined online via Go-To.

APPROVAL OF AGENDA

Vice-Chair Rhoda moved to approve the agenda, Commissioner Gonzalez seconded.

CONSENT AGENDA

Commissioner Kvasnicka moved to approve the consent agenda, Commissioner Gonzalez seconded.

PUBLIC COMMENT

There were no public comments

ACTION ITEM

P2026-001 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF A SPECIAL USE PERMIT FOR A BURIED GAS GATHERING PIPELINE AND A BURIED OIL GATHERING PIPELINE

Planner Zachary presented the item submitted by Western Midstream for a Special Use Permit for two buried gathering pipelines. Both pipelines, one gas gathering pipeline and one oil gathering pipeline, will carry material to existing infrastructure. He explained that the lines will originate outside of city limits at the O&G facility and showed an aerial of the pipeline routes, which will run through seven parcels within city limits. The project runs through parcels zoned I-2 (Heavy Industrial) and covers agricultural and industrial uses, including the Basalite plant, the Intermountain trailer project, mining operations, water reservoir, and agricultural parcels. He stated that the Comprehensive Plan designates the general area as industrial but pointed out that the project will be underground and not visible to the public.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
July 23, 2026

David Van der Vieren with Western Midstream was present to give a presentation. He began by showing an aerial of the pipeline routes, explaining their locations and where they will eventually tie into. He also showed visuals of the existing conditions in the area.

Chair Simone opened up for public comments at 6:05PM.

Joseph and Sue Hubert, residing at 2102 S Denver Ave, asked how large the pipes are and requested clarification on where exactly the pipelines will be located and whether they will be above ground or underground. Mr. Hubert also asked what kind of drilling they will be doing and whether they, as neighbors, will be affected by the project. Additionally, he asked if the applicants would be drilling on his property.

Leeroy Sack, property owner of 13540 County Road 10, stated that he lives close to the where the pipelines will be running and asked whether his property would be accessed for this project.

David Van der Vieren gave a brief rundown of the properties the pipelines will cross and named all of the properties and property owners proposed to be part of the project. He responded to Mr. Sack and informed him that they would not be coming onto his property but explained that someone from his team would stay in touch with him regarding further details and whether his property would be entered at all. He also responded to Mr. Hubert's question about the size of the pipes and explained that the gas line will be 10 inches and the oil line will be 8 inches in size.

Chair Simone opened up the hearing for commissioner comments.

Commissioners discussed:

- The length of the underground project
- Whether each affected property owner was asked for permission
- Accountability for any pipe bursts requiring repair and the necessary cleanup
- Clarification on the language included in the project narrative: "This line is not anticipated to have any effect on surrounding parcels' land use, but rather will act as a support service for existing uses."

David Van der Vieren responded to the question concerning the length of the project and said it is anticipated to last two to three months and will most likely begin in Q3 or Q4 of this year. He also assured the Commission that all affected property owners were contacted and that permission was obtained from all of them for the project. He further stated that Western Midstream would be the responsible party for repairing any pipe bursts and completing any necessary cleanup. Additionally, he stated that the State of Colorado requires pipelines to be in place for upstream oil and gas activity, which he said supports economic growth and other activities in the area.

After discussion Vice-Chair Rhoda moved to approve P2026-001 (A Resolution of The Planning Commission of Fort Lupton Recommending to City Council Approval of a Special Use Permit for a Buried Gas Gathering Pipeline and a Buried Oil Gathering Pipeline). Commissioner Kvasnicka seconded.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
July 23, 2026**

DISCUSSION ITEMS

There were no discussion items.

FUTURE BUSINESS

There next Planning Commission meeting is scheduled for August 13, 2026.

ADJOURNMENT

Commissioner Gonzalez moved to adjourn the meeting. Commissioner Allison seconded.

Chair Simone moved to adjourn the meeting at 6:15 PM.

Submitted by

Beyza Kirmizi
Planning Technician

Approved by Planning Commission

Mike Simone
Chair



**WESTERN MIDSTREAM PARSNIP PIPELINE
SPECIAL USE PERMIT
STAFF REPORT
PLAN NO. SUP26-002**

PROJECT DESCRIPTION

Project No.: Plan No. SUP26-002

Project Name: Western Midstream Parsnip Pipeline

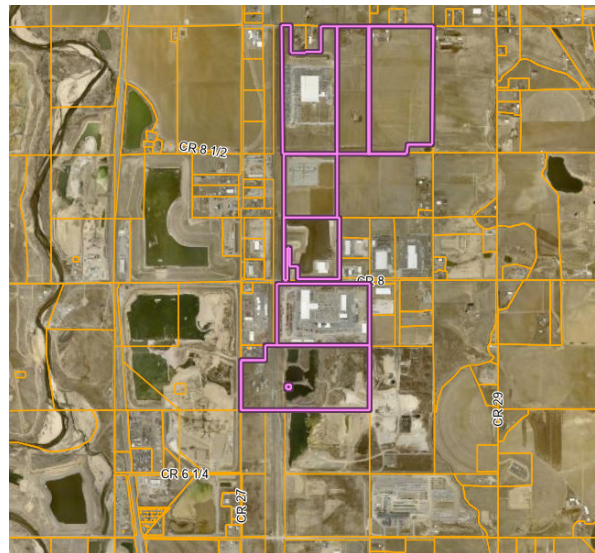
Owners: Each parcel is owned by a separate entity.

1. Parcel No. 147120000033 owned by Brannan Sand and Gravel Company
2. Parcel No. 147120202001 owned by Energy Property Partners LLC
3. Parcel No. 147117300005 owned by Intermountain Trailer Sales and Service LLC
4. Parcel No. 147117300004 owned by Kerr-McGee Gathering LLC
5. Parcel No. 147117200006 owned by Basalite Building Products LLC
6. Parcel No. 147117000054 owned by JP Cubed Capital LLC
7. Parcel No. 147117000053 owned by Leroy Sack

Representative: David Van Der Vieren, Western Midstream

Location of Request:

This pipeline will extend through portions of Weld County and will be located within seven parcels within the City of Fort Lupton's Municipal Boundaries. The project location within city limits begins on the east side of South Denver Avenue, approximately 2,360 feet north of County Road 6. It then runs north generally along Union Pacific Rail Road before turning east and tying into existing infrastructure, approximately 2,600 feet north of County Road 8 in Fort Lupton.



Nature of Request:

The Applicant has applied for a Special Use Permit for a buried gathering pipelines. The gas gathering pipeline and oil gathering pipeline will carry material to existing infrastructure. The line will originate immediately outside of city limits at the O&G facility located on Parcel No. 147120300007. After project completion, the site will undergo reclamation to its natural state.

Site Size: The seven parcels in city limits make up a combined 378.491 acres.

Zone District: 'I-2' – Heavy Industrial

Proposed Use: Buried oil and gas pipelines with soil reclamation.

Existing Use: Variety of industrial and agricultural uses across seven parcels.

Hearing Dates: Planning Commission – July 23, 2026 at 6:00PM
City Council – August 4, 2026 at 6:00 PM

Hearing Location: Fort Lupton City Hall – Council Chambers, 130 S. McKinley Ave., Fort Lupton, Colorado.

Staff Recommendation: Approval with conditions listed in the proposed resolution.

APPLICATION PROCESS

The Applicant is requesting approval of a special use permit. A special use permit application is processed under Article 2.08 of the Fort Lupton Development Code.

After required public notice of the special use permit application, the Planning Commission shall consider the application, referral comments and any public testimony at a public hearing and make a recommendation to City Council to approve, approve with conditions, or deny the special use permit. The Planning Commission's comments shall be based on the evidence presented, conformance with the Comprehensive Plan and compliance with the City's standards, regulations and policies.

The City Council shall then conduct a public hearing and evaluate the application, referral agency comments, Planning Commission recommendation and any public testimony, and shall approve, conditionally approve, continue for additional information or for further study, or deny the application based on the evidence presented and compliance with the City's standards, regulations and policies and other guidelines.

NOTIFICATION REQUIREMENTS

The Fort Lupton Development Code requires published notice of the hearings at least fifteen (15) days prior to the hearings. The Planning Commission and City Council hearings were published in the Fort Lupton Press on July 2nd, 2026.

Notice of the public hearings was posted at least fifteen (15) days prior to the hearings, as required by the Fort Lupton Development Code. The signs were posted on two of the parcels where work is proposed on July 1st, 2026

Notice was mailed to neighbors within one thousand (1000) feet of the Property on July 8th, 2026.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

The properties are zoned I-2 Heavy Industrial. The Code requires that oil and gas wells, drilling infrastructure, and production facilities obtain a special use permit in all zone districts.

A special use review requires a public hearing before the Planning Commission and City Council. The intent of the special use permit is to provide flexibility, to provide a means for setting performance standards for individual land uses and to help diversify uses within a zoning district.

Article 2.08 (B) states that a special use permit shall be reviewed according to the following conditions:

1. All criteria for site plan review in Section 2.06.B. are met.

1. Generally.

- a. The plan meets all applicable standards or the criteria for any discretionary approvals.
- b. The plan does not substantially undermine any goals or objectives of the Comprehensive Plan that are applicable to the area or specific project.
- c. The plan does not present any other apparent risks to the public health, safety or welfare of the community.

2. Site Design and Engineering.

- a. The plan provides safe access and internal circulation considering the site, the block and other surrounding connections, and appropriately balances vehicle, bicycle and pedestrian needs for the context.
- b. The plan provides or has existing capacity for utilities and other required improvements to serve the proposed development.
- c. The plan provides adequate management of storm water runoff.
- d. The plan provides proper grading considering prevailing grades and the relationship to adjacent sites.

Staff Comment: The Applicants have been working with City staff to comply with applicable provisions of the Code, and they have submitted all required special use permit application materials as required. The site plan for the proposed project complies with the standards set forth within the Fort Lupton Development Code.

This project conforms to the objectives of the Comprehensive Plan and furthers the intent of the proposed zoning district. This proposal is otherwise determined to be consistent with the Comprehensive Plan.

2. The application furthers the intent of the proposed zoning district and is otherwise determined to be consistent with the Comprehensive Plan.

Staff Comment: The properties are zoned I-2 Heavy industrial. Oil and gas pipeline projects fit under the land use "Utility-Pipeline", which requires a Special Use Permit in all zone districts.

These oil and gas pipelines are located in an area that has been identified as "Industrial" within the Comprehensive Plan's Future Land Use Map. Any associated site development or construction complies with requirements of The Fort Lupton Development code, including any conditions or additional requirements identified for the particular use. The Special Use Permit Application that was submitted clearly shows all the planned and reasonably anticipated areas of work.

3. Compatibility with the area in terms of operating characteristics such as hours of operation, visible and audible impacts, traffic patterns, intensity of use as proposed or foreseeable, and other potential impacts on adjacent property.

Staff Comment: *This temporary timeline to install the pipeline is compatible with the surrounding industrial uses.*

4. Whether any additional site-specific conditions are necessary to meet the purposes and intent of this code and the intent or design objectives of any applicable subsections of this code, or to mitigate any other potential impacts that are specific to the proposed use.

Staff Comment: *Mitigation and reclamation efforts that will be taken by the Applicant are discussed in the previous section. Additionally, sound and environmental impacts are regulated by the State of Colorado.*

5. Whether a limited time period for the permit is reasonably necessary to either limit the duration of the use, assess the use against changing conditions in the area, or ensure periodic reporting and ongoing enforcement of the permit.

Staff Comment: *A limited time period is not an applicable criteria to this proposal and no time criteria are being applied outside of the Municipal Code's standards around vested property rights, where relevant.*

6. The long-range plans applicable to the site and surrounding area are not negatively impacted considering the permanence of the proposed use, the permanence of existing uses in the area, and any changes in character occurring in the area.

Staff Comment: *The 3-Mile Plan points out that much of this region is compiled of Rural residential, homesteads, dry agriculture, irrigated agriculture, oil and gas facilities, commercial, and industrial uses. As identified in the City of Fort Lupton Comprehensive Plan, land use types identified for this area include Agricultural & Rural Residential, Single-Family Detached, Single-Family Attached, Multifamily, Commercial General, Commercial Transition, Industrial, Light Industrial & Office, Parks & Open Space, and Public / Semi-Public. Scattered homesteads, mobile homes, commercial and industrial uses define the area; the average parcel size, outside the City limits and within the three mile boundary, is three (3) acres.*

7. The recommendations of professional staff or other technical reviews associated with the application.

Staff Comment: *All referral comments from agencies have been taken into account. Input will be included in any conditions of approval for the Resolution being considered by Planning Commission and City Council. Planning Department staff will ensure compliance with all conditions of approval, either as listed on the proposed Resolution, or as added by the Planning Commission or City Council.*

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Fort Lupton Comprehensive Plan designates this area as Industrial ([Future Land Use Map](#)). Below is the excerpt text from page 29 of the 2018 Comprehensive Plan regarding Industrial Land Uses:

“This designation allows for a mix of heavy and light industrial users as well as office development, intended to provide an appropriate environment for higher intensity users. These areas should be utilized to attract major employers and support economic development that will complement residential growth within the community. Developments within this designation should be carefully reviewed to account for potential impacts on adjacent land uses from high intensity operations.”

The property is surrounded by uses that are similar or compatible to the proposed use. The proposed use also conforms to the designated land use type and zoning.

ALTERNATIVE COMPLIANCE

No alternative compliances are currently being requested in this project.

REFERRALS

Referrals were provided to the list below. All comments received can be found at: <https://www.fortluptonco.gov/DocumentCenter/Index/1042>.

City Administrator	Building Inspector	Economic Development Manager
City Attorney	GIS Specialist	Development Review Engineer
Police Chief	Public Works Director	Finance Director
Fort Lupton Fire Protection District	CDOT	Army Corps of Engineers
United Power	Comcast	CenturyLink
Xcel Energy	Ripple Fiber	Weld County Department of Planning
Intrepid Fiber	Weld County Public Works	Weld County GIS
Weld County Department of Public Health & Environment	Western Midstream	City of Brighton
Fulton Ditch Company		

Additional documents are available for review at:
<https://www.fortluptonco.gov/DocumentCenter/Index/1042>.

PROJECT NARRATIVE

Section 30, Township 2N, Range 66W

Town of Fort Lupton, County of Weld, State of Colorado

Parcel ID# 147120300007, 147120000033, 147120202001, 147117300005, 147117300004, 147117200006, 147117000054, 147117000053

Project Owner/Operator: Western Midstream

Project Name: Parsnip

A buried 10 inch gas gathering pipeline and a 6 inch oil gathering pipeline will be built within the town of Fort Lupton with an anticipated construction start date of Q3 of 2026. The lines will connect to our existing gathering system. The lines will originate at the O&G facility located on parcel ID # 147120300007. From there the lines will travel N on the western boundary of parcel ID # 147120000033. The lines will turn east at the NW corner of the parcel, that is adjacent to S Denver Ave. The lines will run underneath the Union Pacific rail lines where the lines will turn N. This turn will be west of the retention ponds, near an existing access road. The lines will exit parcel ID # 147120000033 and enter parcel ID# 147120202001. The lines will continue to run N on the western side of the parcel, till the northern boundary where they will be bored underneath CR 8. The lines will enter Parcel ID # 147117300005 on the other side of CR 8. The lines will continue to run N till they enter parcel ID # 147117300004. When the lines reach the northern boundary of parcel ID # 147117300004, they will turn E. The Gas Line will tie into existing infrastructure on parcel ID # 147117300004. The Oil Line will continue to run E until it reaches the NE corner of parcel ID # 147117300004, where it will turn N. The Oil Line will be bored underneath an existing ditch located on parcel ID # 147117200006. On the N side of the ditch, in the SE corner of parcel ID # 147117200006, the oil line will turn E. The Oil Line will be bored underneath S Rollie Ave, and enter parcel ID # 147117000054. The Oil Line will continue to run E, on the southern boundary of parcel ID # 147117000054, where it will tie into existing infrastructure near the SW corner of parcel ID # 147117000053. An AGA will be placed on the SE corner of parcel ID # 147117000054.

All activities are covered under a field-wide Storm Water Permit with the CDPHE and Best Management Practices (BMPs) will be used to mitigate any Storm Water/erosion impacts.

The tentative construction schedule is as follows:

- Construction is anticipated to begin Q3 of 2026.

The surrounding areas are used primarily for Industrial, Warehousing, and/or Oil & Gas operations. This line is not anticipated to have any effect on surrounding parcels' land use, but rather will act as a support service for existing uses.

The site will be reclaimed to the original grade and either be reseed with a seed mixture based on landowners preference or a dryland pasture seed mixture.

SPECIAL USE MAP FOR PARSNIP FED HZ WELL CONNECT PIPELINE Project no. SUPxx-xxx

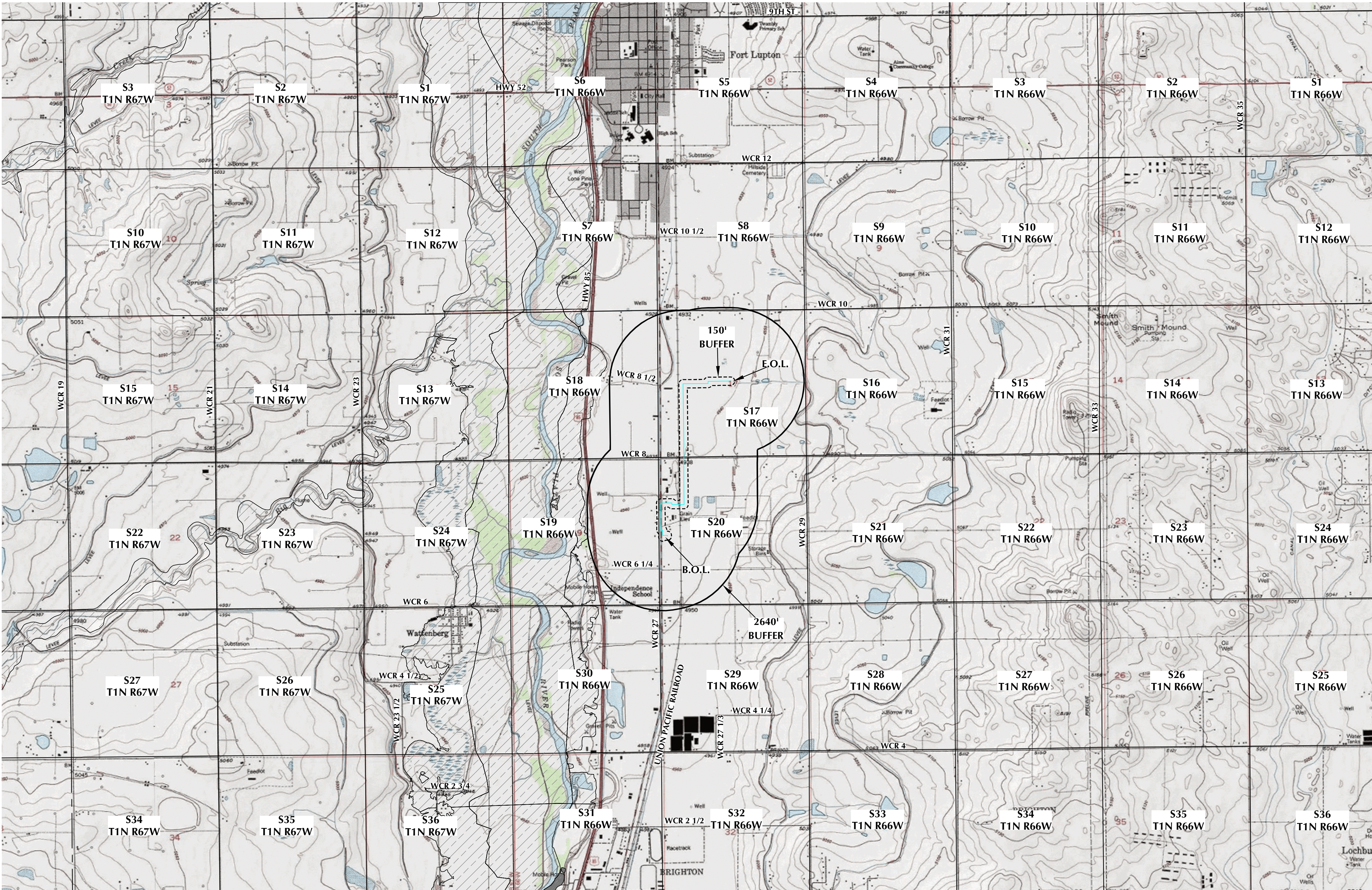
APPROXIMATELY 6986 FT. OF 10" LP GAS PIPELINE

& APPROXIMATELY 8320 FT. OF 6" OIL PIPELINE

FOR WESTERN MIDSTREAM PARTNERS

LOCATED IN SECTION 20, T1N, R66W & SECTION 17, T1N, R66W

OF THE 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO



VICINITY MAP

1" = 2000'



CONSULTING, LLC

LOVELAND OFFICE
6706 North Franklin Avenue
Loveland, Colorado 80538
Phone 970-776-4331

SHERIDAN OFFICE
1095 Saberton Avenue
Sheridan, Wyoming 82801
Phone 307-674-0609

**WES DJ
GATHERING LLC**

10188 E I-25 Frontage Rd.
Longmont, Colorado 80504

DRAWING REVISIONS

REV.	DATE	DESCRIPTION
A	4/6/26	FORMAL APPLICATION

SHEET INDEX:

SHEET NO.	SHEET NAME
SHEET-1	COVER SHEET
SHEET-2	SITE DEVELOPMENT PLAN PAGE 1
SHEET-3	SITE DEVELOPMENT PLAN PAGE 2

GENERAL NOTES:

- PUBLICLY AVAILABLE DATA SOURCES HAVE NOT BEEN INDEPENDENTLY VERIFIED BY 609 CONSULTING, LLC.
- ORIGINAL DOCUMENT SIZE: 24" x 36"

LEGEND

- PARSNIP FED HZ WELL CONNECT CENTERLINE
- 100-YEAR FLOODPLAIN (EFFECTIVE)
- 150' PROJECT BUFFER
- 2640' PROJECT BUFFER

CITY ENGINEER'S APPROVAL

Approved this ____ day of _____, 20____.

City Engineer

CITY WATER AND SEWER DEPARTMENT APPROVAL

Approved this ____ day of _____, 20____.

Director of Public Works

CITY ADMINISTRATOR'S APPROVAL

Approved this ____ day of _____, 20____.

City Administrator

PLANNING COMMISSION RECOMMENDATION

Recommended this ____ day of _____, by Resolution No. _____.

Chairperson, Fort Lupton
Planning Commission

MAYOR'S CERTIFICATE

This is to certify that a plat of the above-described property was approved by Resolution No. 2023R008 of the City of Fort Lupton passed and adopted on the 7th day of February, A.D., 2023 and that the Mayor of the City of Fort Lupton, as authorized by said [ordinance/resolution] on behalf of the City of Fort Lupton, hereby acknowledges and adopts the said plat upon which this certificate is endorsed for all purposes indicated thereon.

Attest:

Mayor

City Clerk

(Seal)

CONTACTS:

- APPLICANT/OPERATOR: WES DJ GATHERING LLC
10188 E I-25 FRONTAGE ROAD
LONGMONT, CO 80504
(832) 636-1009
- ENGINEER/CONSULTANT: 609 CONSULTING, LLC
1095 SABERTON AVENUE
SHERIDAN, WY 82801
(307) 674-0609
- PROPERTY OWNER: ANADARKO E&P ONSHORE LLC
1099 18TH ST
DENVER, CO 80202-1908
- PROPERTY OWNER: BRANNAN SAND AND GRAVEL COMPANY LLC
2500 BRANNAN WAY
DENVER, CO 80229-7029
- PROPERTY OWNER: ENERGY PROPERTY PARTNERS LLC
PO BOX 1431
DUNCAN, OK 73534-1431
- PROPERTY OWNER: WELD COUNTY
PO BOX 758
GREELEY, CO 80631
- PROPERTY OWNER: INTERMOUNTAIN TRAILER SALES AND SERVICE LLC
PO BOX 702390
WEST VALLEY CITY, UT 84170-2390
- PROPERTY OWNER: KERR-MCGEE GATHERING LLC
PO BOX 173779
DENVER, CO 80217-3779
- PROPERTY OWNER: BASALITE BUILDING PRODUCTS LLC
2150 DOUGLAS BLVD STE 260
ROSEVILLE, CA 95661-3873
- PROPERTY OWNER: JP CUBED CAPITAL LLC
1057 TANTRA PARK CIR
BOULDER, CO 80305-6190

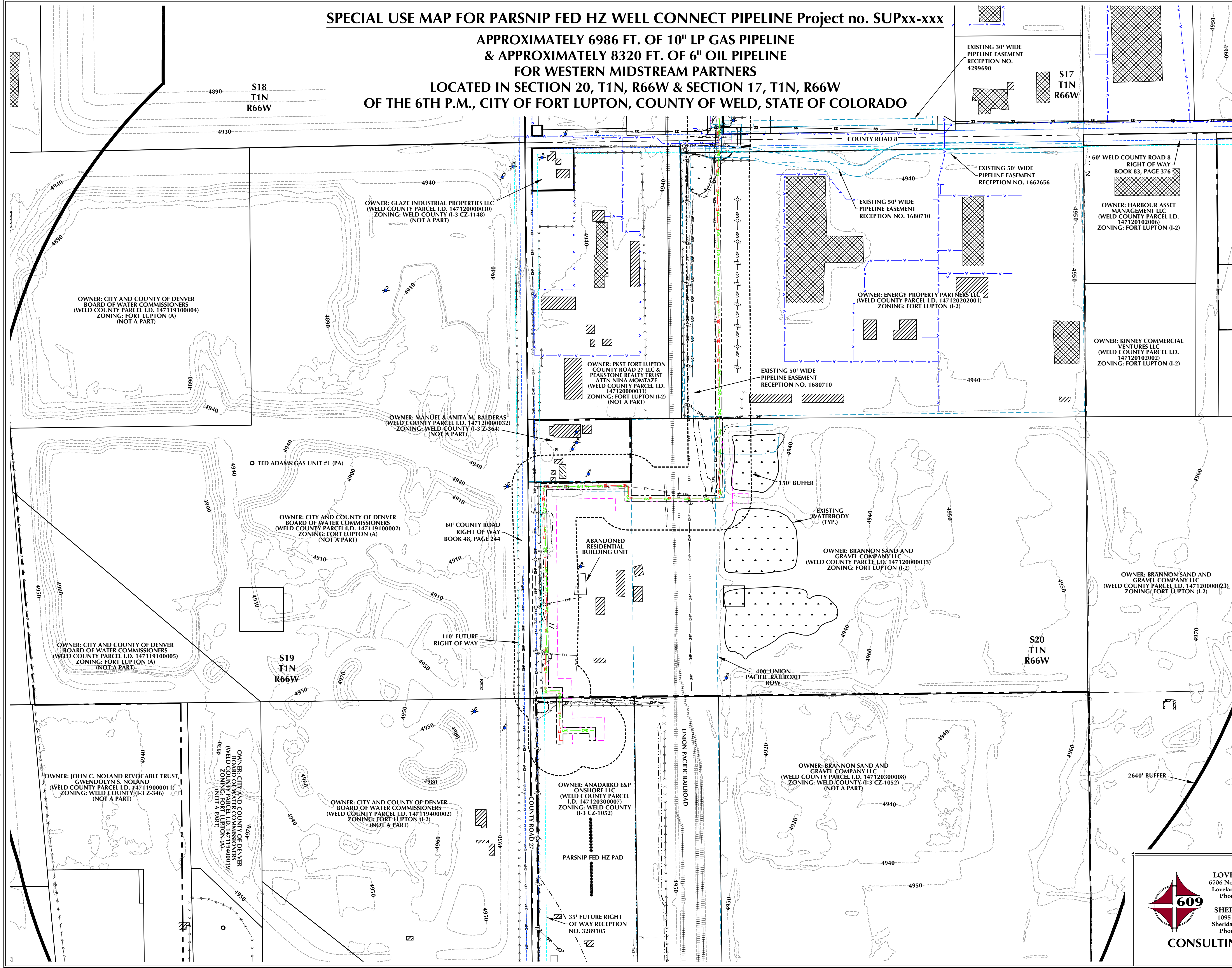
SHEET INDEX:

SHEET NO.	SHEET NAME
SHEET-1	COVER SHEET
SHEET-2	SITE DEVELOPMENT PLAN PAGE 1
SHEET-3	SITE DEVELOPMENT PLAN PAGE 2

PARSNIP FED HZ WELL CONNECT
COVER SHEET

DATE: 4/6/26 SHEET: 1 OF 3
SURVEY DATE: 10/28/25 DRAFTED BY: JAC

SPECIAL USE MAP FOR PARSNIP FED HZ WELL CONNECT PIPELINE Project no. SUPxx-xxx
APPROXIMATELY 6986 FT. OF 10" LP GAS PIPELINE
& APPROXIMATELY 8320 FT. OF 6" OIL PIPELINE
FOR WESTERN MIDSTREAM PARTNERS
LOCATED IN SECTION 20, T1N, R66W & SECTION 17, T1N, R66W
OF THE 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO



LEGEND

- PROPOSED 10" GAS PIPELINE
- PROPOSED 6" OIL PIPELINE
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT
- FORT LUPTON CITY LIMITS
- 150' BUFFER
- 2640' BUFFER
- PROPERTY LINE
- EXISTING CONTOURS (10' INTERVAL)
- EXISTING ROAD
- ROW / EASEMENT EXISTING
- COUNTY ROAD ROW
- UNION PACIFIC RAILROAD
- EXISTING PIPELINE
- EXISTING FENCE
- EXISTING BURIED POWER LINE
- EXISTING OVERHEAD POWER LINE
- EXISTING DITCH
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING OVERHEAD POWER POLE
- PROPOSED WELL LOCATION
- EXISTING WELL LOCATION
- EXISTING WATER WELL
- RESIDENTIAL BUILDING UNIT
- NON-RESIDENTIAL BUILDING UNIT
- EXISTING BUILDING

NOTES:
1. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.
2. THE PROPERTY SHALL MAINTAIN COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL REGULATIONS AT ALL TIMES.

0 200' 400'
1" = 200'

SITE DEVELOPMENT PLAN

609
CONSULTING, LLC

LOVELAND OFFICE
6706 North Franklin Avenue
Loveland, Colorado 80538
Phone 970-776-4331

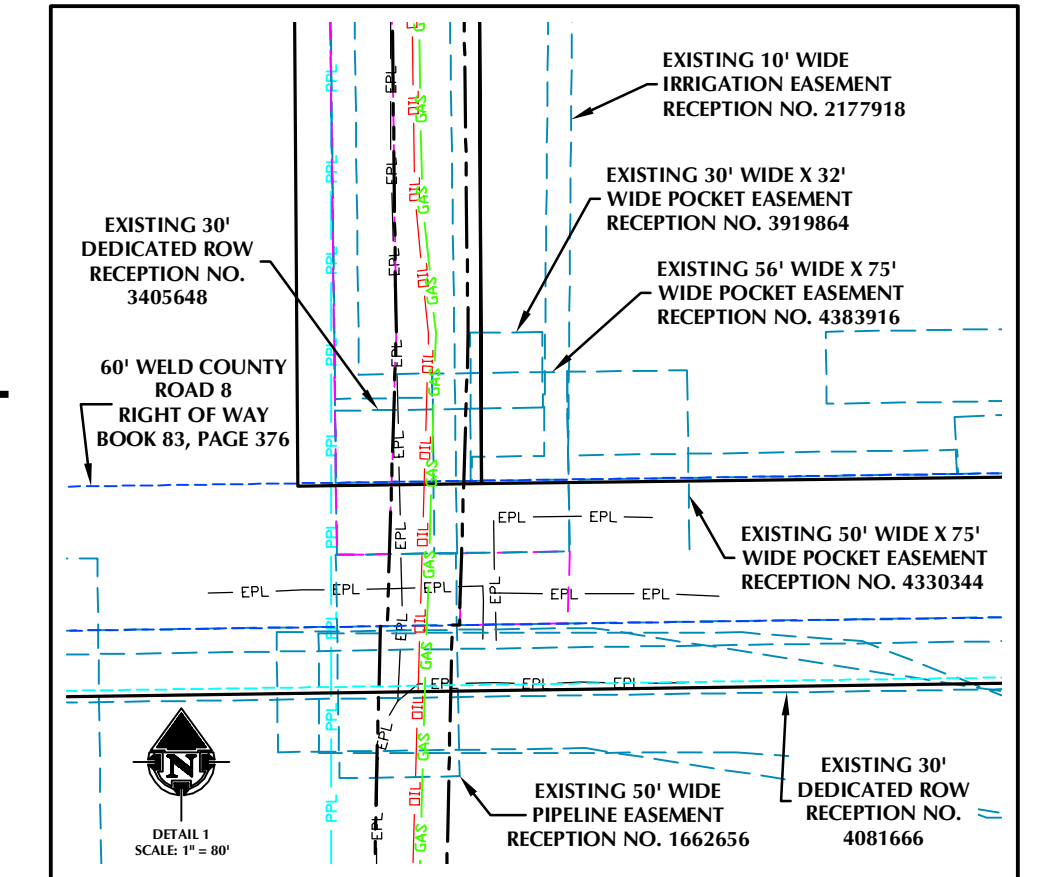
SHERIDAN OFFICE
1095 Saberton Avenue
Sheridan, Wyoming 82801
Phone 307-674-0609

WES DJ GATHERING LLC
10188 E I-25 Frontage Rd.
Longmont, Colorado 80504

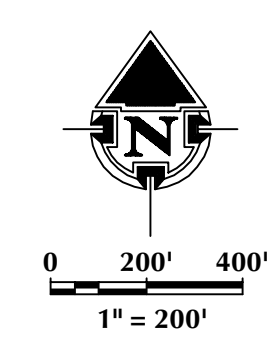
SCALE: 1" = 200'	PAGE: 2 OF 3
JOB: 25-137	DATE: 4/6/26
DRAFTED BY: JAC	REVISED:

K:\WES\2025\2025_137_PARSNIP_AS_&_WCDWG\SUP\PARSNIP_SUP_SITE_PLAN.dwg, 4/6/2026 9:56:13 AM, hlganski

**APPROXIMATELY 6986 FT. OF 10" LP GAS PIPELINE
& APPROXIMATELY 8320 FT. OF 6" OIL PIPELINE
FOR WESTERN MIDSTREAM PARTNERS
LOCATED IN SECTION 20, T1N, R66W & SECTION 17, T1N, R66W
OF THE 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO**



- | | |
|---|----------------------------------|
|  | PROPOSED 10" GAS PIPELINE |
|  | PROPOSED 6" OIL PIPELINE |
|  | PROPOSED PERMANENT EASEMENT |
|  | PROPOSED TEMPORARY EASEMENT |
|  | FORT LUPTON CITY LIMITS |
|  | 150' BUFFER |
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WES DJ
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CONSULTING, LLC

SCALE: 1" = 200'	PAGE	3 OF 3
JOB: 25-137	DATE:	4/6/26
DRAFTED BY: IAC	REVISED:	

AFFIDAVIT OF PUBLICATION

See Proof on Next
Page

Fort Lupton Press

I, Sabrina Kreifels, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Agent for Publisher of Fort Lupton Press, a publication that is a "legal newspaper" as that phrase is defined for the city of Ft Lupton, for the County of Weld, in the state of Colorado, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates.

PUBLICATION DATES: Jul 2, 2026

Notice ID: H3bwo4WU51SRuBiacecU

Notice Name: FLP 1483 Western Midstream Parsnip Pipeline

PUBLICATION FEE: \$49.06

Sabrina Kreifels

Authorized Agent for Publisher

VERIFICATION

STATE OF COLORADO
COUNTY OF WELD

LINDSAY L NICOLETTI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134073610
MY COMMISSION EXPIRES 02-22-2030

Signed or attested before me on this

2 day of July, A.D. 2026.

20134073610-731595

Notary Public

My Commission Expires: 2-22-2030

Public Notice

CITY OF FORT LUPTON
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a Special Use Permit referred to as the Western Midstream Parsnip Pipeline Special Use Permit whose location begins on the east side of South Denver Avenue, approximately 2,360 feet north of County Road 6. It then runs north generally along Union Pacific Rail Road before turning east and tying into existing infrastructure, approximately 2,600 feet north of County Road 8 in Fort Lupton, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, July 23rd, 2026, at 6:00 P.M., and before the City Council on Tuesday, August 4th, 2026, at 6:00 P.M. or as soon as possible thereafter.

The public hearings shall be held at the Fort Lupton City Hall, 130 S. McKinley Avenue in Fort Lupton, Colorado. In the event that the City Hall is closed at the time of the hearings, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda as posted on the City's website, www.fortluptonco.gov.

Further information is available through the City Planning and Building Department at (720) 928-4003.

ALL INTERESTED PERSONS MAY
ATTEND.
LEGAL DESCRIPTION

PT N2SW4 20-1-66 EXC THAT PT LYING
EAST OF UNION PACIFIC RR
15937 S2NW4 20-1-66 EXC BEG AT NW
COR S2NW4 S300' E492' TO W LN UP R/W
N ALONG R/W 300' TO N LN OF S2NW4
W492' TO BEG (3.5A) (7RR1R)
Lot 1 HALLIBURTON 25 AMD
PT SE4SW4/PT E2SW4SW4 17 1 66 LOT
B REC EXEMPT RE-1167 EXC VILLANO
MINOR AND EXC UPRR RES
FTL PT W2NE4SW4 & E2NW4SW4 17
1 66 (VILLANO 6TH ANNEX) BEG NW
COR OF SW4 N89D54E 865.18' TO TPOB
N8954E 460.22' N89D54E 662.7' S00D00E
1317.26' S89D46W 663.7' S89D46W 453.61'
N00D14W 1319.92' TO POB EXC RR
PT W2E2NW4 & E2W2NW4 17-1-66 EXC
BEG 1026.25'E OF NW COR NW4 S567'
E310' N567' W310' TO BEG EXC PT NW4
17 1 66 BEG NW COR THENCE E 1336' TO
POB S 537' E 310' N 537' W 310' TO TRUE
POB
15899 E2E2NW4 17 1 66 EXC UPRR RES
15888 W2NE4 17 1 66 EXC BEG SE COR
N10 RDS W32 RDS S10 RDS E32 RDS TO
BEG EXC UPRR RES (1R1D)

Legal Notice No. FLP 1483
First Publication: July 2, 2026
Last Publication: July 2, 2026
Publisher: Fort Lupton Press



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621
www.fortluptonco.gov

Phone: 720.928.4003
Fax: 303.857.0351

CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a **Special Use Permit** referred to as the **Western Midstream Parsnip Pipeline Special Use Permit** whose location begins on the east side of South Denver Avenue, approximately 2,360 feet north of County Road 6. It then runs north generally along Union Pacific Rail Road before turning east and tying into existing infrastructure, approximately 2,600 feet north of County Road 8 in Fort Lupton, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, July 23rd, 2026 at 6:00 P.M., and before the City Council on Tuesday, August 4th, 2026 at 6:00 P.M. or as soon as possible thereafter.

The public hearings shall be held at the Fort Lupton City Hall, 130 S. McKinley Avenue in Fort Lupton, Colorado. In the event that City Hall is closed at the time of the hearings, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda as posted on the City's website, www.fortluptonco.gov.

Further information is available through the City Planning and Building Department at (720) 928 4003.

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT BIT.LY/FLDEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: Western Midstream Parsnip Pipeline Special Use Permit

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

PT N2SW4 20-1-66 EXC THAT PT LYING EAST OF UNION PACIFIC RR

15937 S2NW4 20-1-66 EXC BEG AT NW COR S2NW4 S300' E492' TO W LN UP R/W N ALONG R/W 300' TO N LN OF S2NW4 W492' TO BEG (3.5A) (7RR1R)

Lot 1 HALLIBURTON 25 AMD

PT SE4SW4/PT E2SW4SW4 17 1 66 LOT B REC EXEMPT RE-1167 EXC VILLANO MINOR AND EXC UPRR RES

FTL PT W2NE4SW4 & E2NW4SW4 17 1 66 (VILLANO 6TH ANNEX) BEG NW COR OF SW4 N89D54E 865.18' TO TPOB N8954E 460.22' N89D54E 662.7' S00D00E 1317.26' S89D46W 663.7' S89D46W 453.61' N00D14W 1319.92' TO POB EXC RR

PT W2E2NW4 & E2W2NW4 17-1-66 EXC BEG 1026.25'E OF NW COR NW4 S567' E310' N567' W310' TO BEG EXC PT NW4 17 1 66 BEG NW COR THENCE E 1336' TO POB S 537' E 310' N 537 W 310' TO TRUE POB

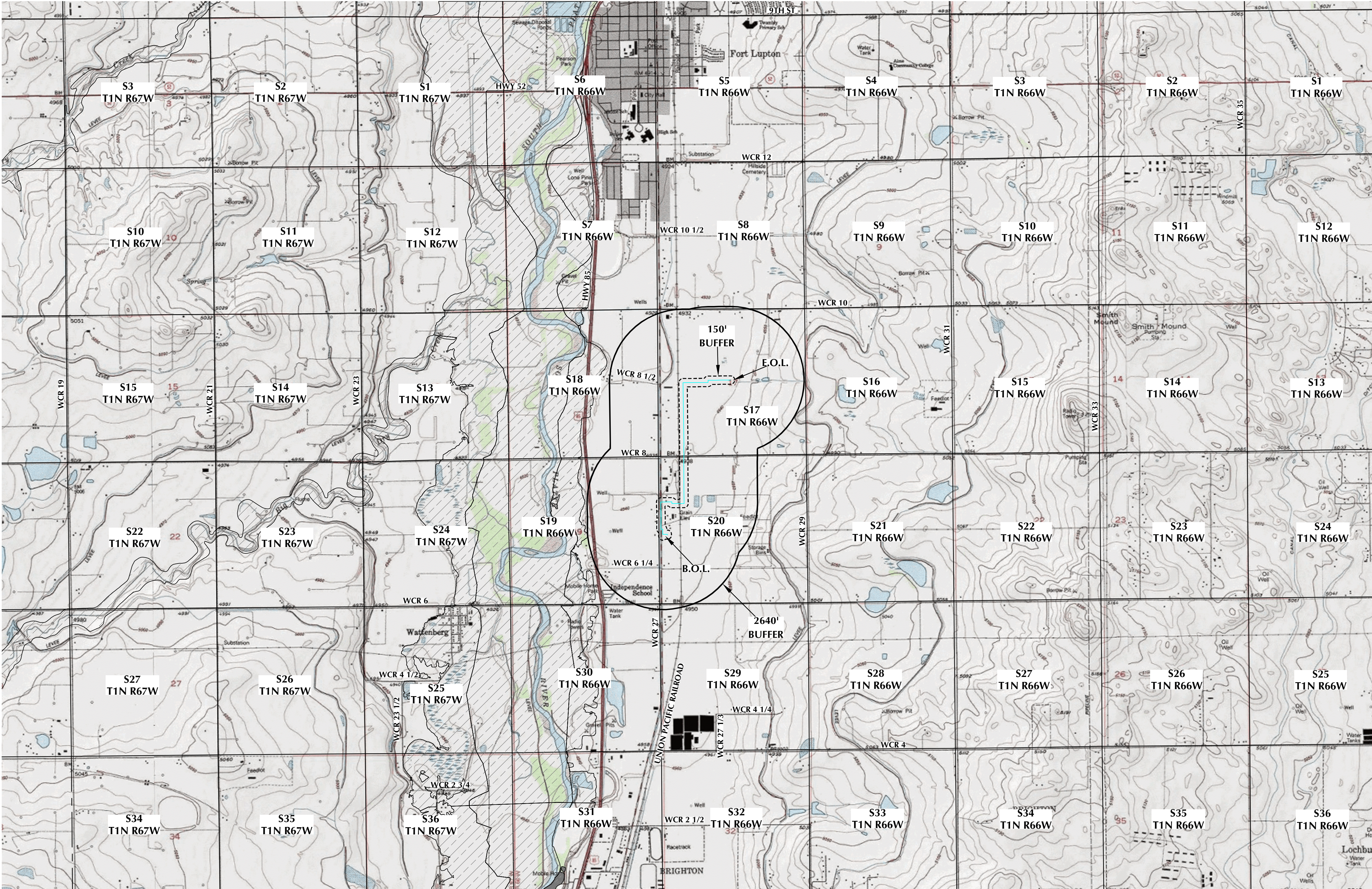
15899 E2E2NW4 17 1 66 EXC UPRR RES

15888 W2NE4 17 1 66 EXC BEG SE COR N10 RDS W32 RDS S10 RDS E32 RDS TO BEG EXC UPRR RES (1R1D)

SPECIAL USE MAP FOR PARSNIP FED HZ WELL CONNECT PIPELINE Project no. SUPxx-xxx

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION
CAN BE FOUND AT BIT.LY/FLDEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED:
Western Midstream Parsnip Pipeline Special Use Permit

APPROXIMATELY 6986 FT. OF 10" LP GAS PIPELINE
& APPROXIMATELY 8320 FT. OF 6" OIL PIPELINE
FOR WESTERN MIDSTREAM PARTNERS
LOCATED IN SECTION 20, T1N, R66W & SECTION 17, T1N, R66W
OF THE 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO



VICINITY MAP
1" = 2000'



LOVELAND OFFICE
6706 North Franklin Avenue
Loveland, Colorado 80538
Phone 970-776-4331

SHERIDAN OFFICE
1095 Saberton Avenue
Sheridan, Wyoming 82801
Phone 307-674-0609

CONSULTING, LLC

**WES DJ
GATHERING LLC**
10188 E I-25 Frontage Rd.
Longmont, Colorado 80504

DRAWING REVISIONS

REV.	DATE	DESCRIPTION
A	4/6/26	FORMAL APPLICATION

SHEET INDEX:

SHEET NO.	SHEET NAME
SHEET-1	COVER SHEET
SHEET-2	SITE DEVELOPMENT PLAN PAGE 1
SHEET-3	SITE DEVELOPMENT PLAN PAGE 2

**PARSNIP FED HZ WELL CONNECT
COVER SHEET**

DATE: 4/6/26 SHEET: 1 OF 3
SURVEY DATE: 10/28/25 DRAFTED BY: JAC

CITY ENGINEER'S APPROVAL

Approved this ____ day of _____, 20____.

City Engineer

CITY WATER AND SEWER DEPARTMENT APPROVAL

Approved this ____ day of _____, 20____.

Director of Public Works

CITY ADMINISTRATOR'S APPROVAL

Approved this ____ day of _____, 20____.

City Administrator

PLANNING COMMISSION RECOMMENDATION

Recommended this ____ day of _____, by Resolution No. _____.

Chairperson, Fort Lupton
Planning Commission

MAYOR'S CERTIFICATE

This is to certify that a plat of the above-described property was approved by Resolution No. 2023R008 of the City of Fort Lupton passed and adopted on the 7th day of February, A.D., 2023 and that the Mayor of the City of Fort Lupton, as authorized by said [ordinance/resolution] on behalf of the City of Fort Lupton, hereby acknowledges and adopts the said plat upon which this certificate is endorsed for all purposes indicated thereon.

Attest:

Mayor

City Clerk

(Seal)

CONTACTS:

APPLICANT/OPERATOR: WES DJ GATHERING LLC
10188 E I-25 FRONTAGE ROAD
LONGMONT, CO 80504
(832) 636-1009

ENGINEER/CONSULTANT: 609 CONSULTING, LLC
1095 SABERTON AVENUE
SHERIDAN, WY 82801
(307) 674-0609

PROPERTY OWNER: ANADARKO E&P ONSHORE LLC
1099 18TH ST
DENVER, CO 80202-1908

PROPERTY OWNER: BRANNAN SAND AND GRAVEL COMPANY LLC
2500 BRANNAN WAY
DENVER, CO 80229-7029

PROPERTY OWNER: ENERGY PROPERTY PARTNERS LLC
PO BOX 1431
DUNCAN, OK 73534-1431

PROPERTY OWNER: WELD COUNTY
PO BOX 758
GREELEY, CO 80631

PROPERTY OWNER: INTERMOUNTAIN TRAILER SALES AND SERVICE LLC
PO BOX 702390
WEST VALLEY CITY, UT 84170-2390

PROPERTY OWNER: KERR-MCGEE GATHERING LLC
PO BOX 173779
DENVER, CO 80217-3779

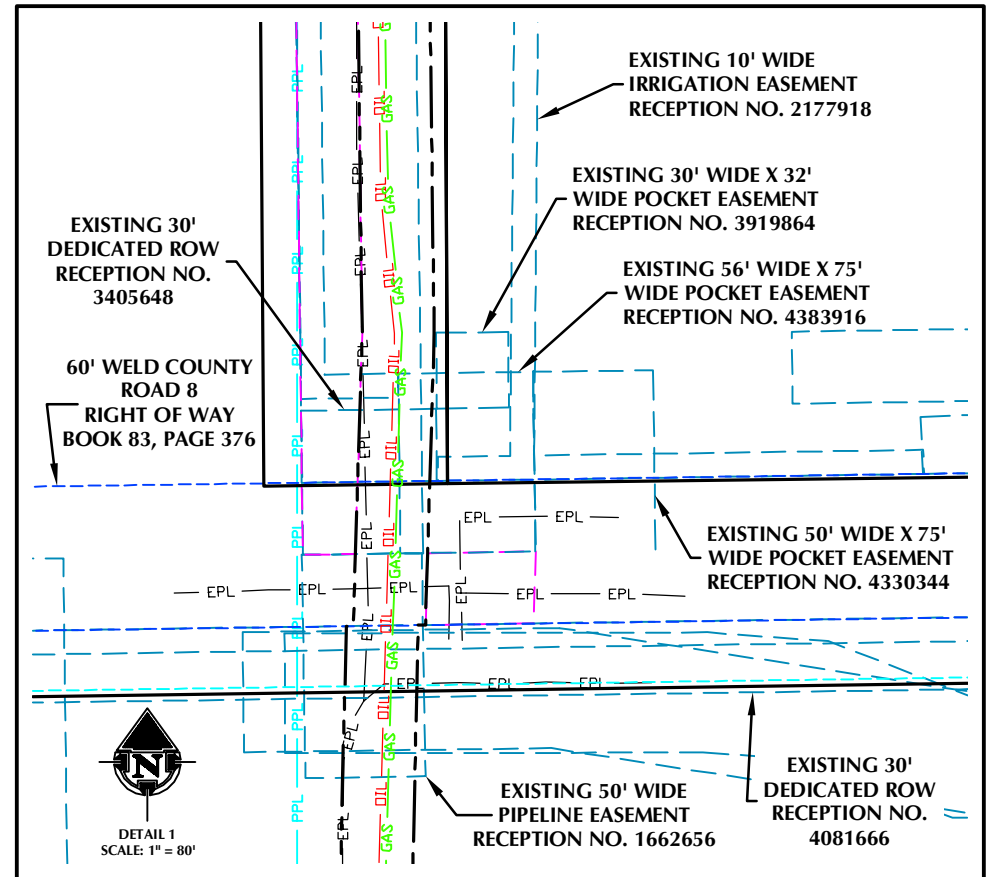
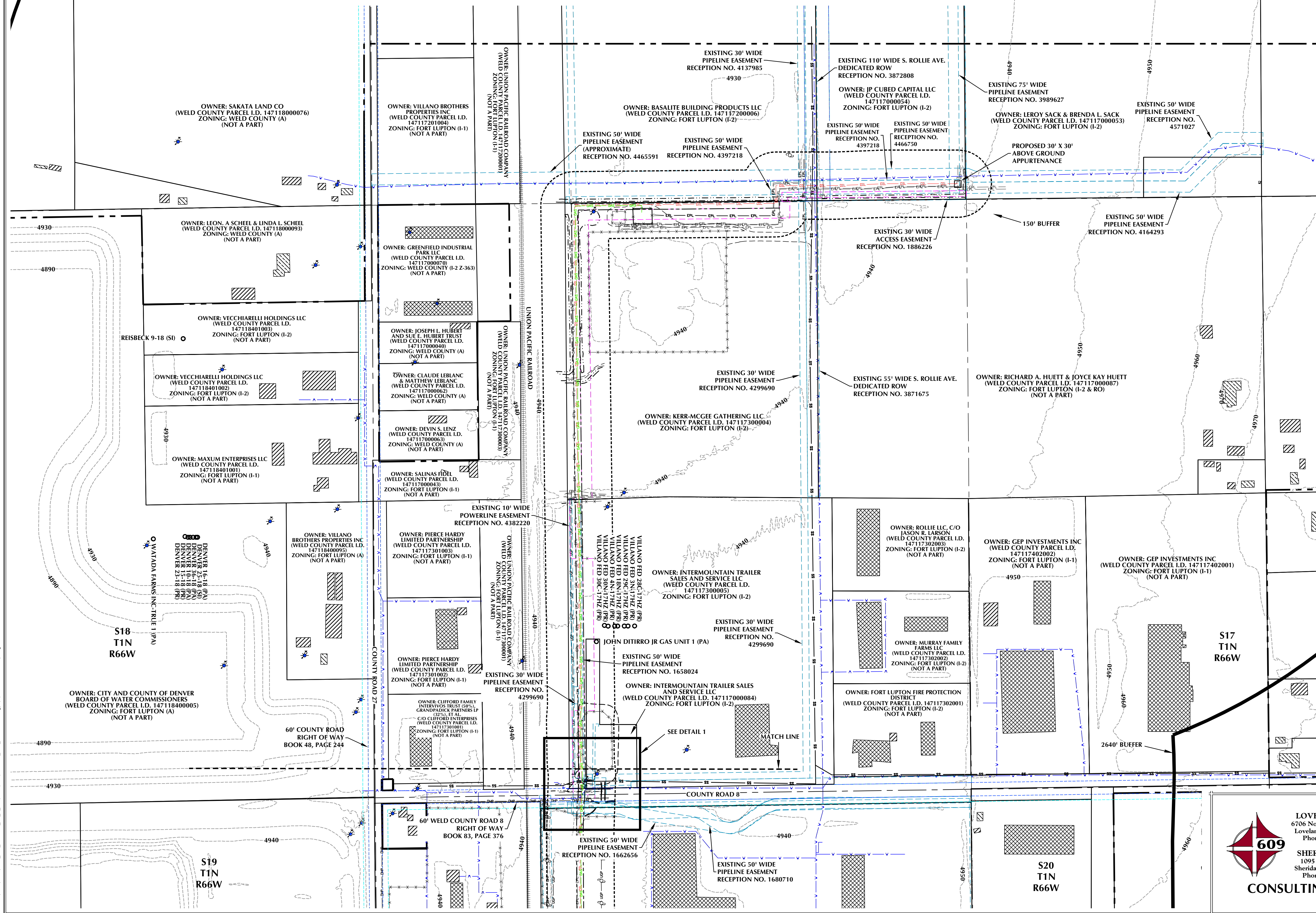
PROPERTY OWNER: BASALITE BUILDING PRODUCTS LLC
2150 DOUGLAS BLVD STE 260
ROSEVILLE, CA 95661-3873

PROPERTY OWNER: JP CUBED CAPITAL LLC
1057 TANTRA PARK CIR
BOULDER, CO 80305-6190

**APPROXIMATELY 6986 FT. OF 10" LP GAS PIPELINE
& APPROXIMATELY 8320 FT. OF 6" OIL PIPELINE
FOR WESTERN MIDSTREAM PARTNERS
LOCATED IN SECTION 20, T1N, R66W & SECTION 17, T1N, R66W
OF THE 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO**

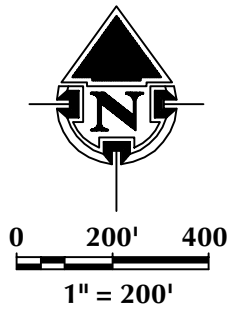


SPECIAL USE MAP FOR PARSNIP FED HZ WELL CONNECT PIPELINE Project no. SUPxx-xxx
APPROXIMATELY 6986 FT. OF 10" LP GAS PIPELINE
& APPROXIMATELY 8320 FT. OF 6" OIL PIPELINE
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LOCATED IN SECTION 20, T1N, R66W & SECTION 17, T1N, R66W
OF THE 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO



LEGEND

- PROPOSED 10" GAS PIPELINE
- PROPOSED 6" OIL PIPELINE
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT
- FORT LUPTON CITY LIMITS
- 150' BUFFER
- 2640' BUFFER
- PROPERTY LINE
- EXISTING CONTOURS (10' INTERVAL)
- EXISTING ROAD
- ROW / EASEMENT EXISTING
- COUNTY ROAD ROW
- UNION PACIFIC RAILROAD
- EXISTING PIPELINE
- EXISTING FENCE
- EXISTING BURIED POWER LINE
- EXISTING OVERHEAD POWER LINE
- EXISTING DITCH
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING OVERHEAD POWER POLE
- PROPOSED WELL LOCATION
- EXISTING WELL LOCATION
- EXISTING WATER WELL
- RESIDENTIAL BUILDING UNIT
- NON-RESIDENTIAL BUILDING UNIT
- EXISTING BUILDING



- NOTES:
1. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY AND CANNOT BE RELIED UPON TO DETERMINE OWNERSHIP.
 2. THE PROPERTY SHALL MAINTAIN COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL REGULATIONS AT ALL TIMES.

SITE DEVELOPMENT PLAN

WES DJ GATHERING LLC
10188 E I-25 Frontage Rd.
Longmont, Colorado 80504

609 CONSULTING, LLC
LOVELAND OFFICE
6706 North Franklin Avenue
Loveland, Colorado 80538
Phone 970-776-4331
SHERIDAN OFFICE
1095 Saberton Avenue
Sheridan, Wyoming 82801
Phone 307-674-0609

SCALE: 1" = 200'	PAGE	3 OF 3
JOB: 25-137	DATE:	4/6/26
DRAFTED BY: JAC	REVISED:	



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on **the 8th day of July, 2026**, a true and correct copy of the foregoing Notice of Public Hearings for the **Western Midstream Parsnip Pipeline Special Use Permit** was sent via United States Mail, postage pre-paid, to the following addresses:

CITY AND COUNTY OF DENVER, BOARD OF WATER COMMISSIONERS 16000 W 12 TH AVE DENVER, CO 802043412	PKST FORT LUPTON COUNTY ROAD 27 LLC 400 CONTINENTAL BLVD STE 200 EL SEGUNDO, CA 902355062	BALDERAS MANUEL, BALDERAS ANITA M 2732 S DENVER AVE FORT LUPTON, CO 806218339
BRANNAN SAND AND GRAVEL COMPANY LLC 2500 BRANNAN WAY DENVER, CO 802297029	DEAN THEODORE E, DEAN KATHERINE A 13746 COUNTY ROAD 8 FORT LUPTON, CO 806218367	CRESPO MARIA DE JESUS ROMERO, CRESPO JUAN RUAL ROMERO 13750 COUNTY ROAD 8 FORT LUPTON, CO 80621
KINNEY COMMERCIAL VENTURES LLC 14081 MILWAUKEE ST THORNTON, CO 806028950	FL DEVELOPMENT LLC 13516 COUNTY ROAD 8 FORT LUPTON, CO 806218345	HARBOUR ASSET MANAGEMENT LLC 13516 COUNTY ROAD 8 FORT LUPTON, CO 806218345
VILLANO DEAN A (1/6 INT), VILLANO BROTHERS PROPERTIES INC -2/3 INT, VILLANO ROBERT P (1/6 INT) 13050 COUNTY ROAD 10 FORT LUPTON, CO 8062118308	ENERGY PROPERTY PARTNERS LLC, ATTN: PROPERTY TAX DEPT PO BOC 1431 DUNCAN, OK 735341431	ANADARKO E&P ONSHORE LLC ATTN: STEVE FISHER LAND SURFACE ROCKIES 1099 18 TH ST DENVER, CO 802021908
DOUD LAND COMPANY LLC 25528 GENESEE TRAIL RD GOLDEN, CO 804019366	INTERMOUNTAIN TRAILER SALES AND SERVICE LLC 5510 W LAMPERT LN SALT LAKE CITY, UT 841207236	UNION PACIFIC RAILROAD COMPANY 1400 DOUGLAS ST OMAHA, NE 681791001
PADICK PARTNERS (18% Int), CLIFFORD FAMILY INTERVIVOS TRUST (50%), GRANDPADICK PARTNERS KO (32%) 13055 COUNTY ROAD 8 FORT LUPTON, CO 80621	PIERCE HARDY LIMITED PARTNERSHIP 1019 ROUTE 519 BLDG 4 EIGHTY FOUR, PA 153302813	FORT LUPTON FIRE PROTECTION DISTRICT 1121 DENVER AVE FORT LUPTON, CO 806212650
MURRAY FAMILU FARMS LLC 11010 HAVANA ST BRIGHTON, CO 806017148	ROLLIE LLC, C/O JASON R LARSON 6135 BOBCAT BLF LITTLETON, CO 801249400	GEP INVESTMENTS INC 20770 INTERSTATE 76 BLDG A BRIGHTON, CO 806034000
GLAZE INDUSTRIAL PROPERTIES LLC 12224 WHEELING CT HENDERSON, CO 806409426	HUBERT TRUST JOSEPH L, HUBERT TRUST SUE E 2102 S DENVER AVE FORT LUPTON, CO 806218309	SALINAS FIDEL PO BOX 655 HUDSON, CO 806420655
LEBLANC CLAUDE, LEBLANC MATTHEW	LENZ DEVIN S 2202 S DENVER AVE	GREENFIELD INDUSTRIAL PARK LLC

Fort Lupton

COLORADO

3525 COTTONWOOD CIR FREDERICK, CO 805045679	FORT LUPTON, CO 806218336	7415 VARDON WAY FORT COLLINS, CO 805288867
HUETT RICHARD A, HUETT JOYCE KAY 13749 COUNTY ROAD 8 FORT LUPTON, CO 806218344	KERR-MCGEE GATHERING LLC ATTN: APC PROPERTY TAX PO BOX 173779 DENVER, CO 802173779	THOMAS PETROLEUM PO BOX 54446 LEXINGTON, KY 405554446
SACK LEROY, SACK BRENDA L 13540 COUNTY ROAD 10 FORT LUPTON, CO 806218368	JP CUBED CAPITAL LLC 1057 TANTRA PARK CIR BOULDER, CO 803056190	BASALITE BUILDING PRODUCTS LLC 2150 DOUGLAS BLVD STE 260 ROSEVILLE, CA 956613873
SAKATA LAND CO PO BOX 508 BRIGHTON, CO 806010508	SCHEEL LEON A 2055 S DENVER AVE FORT LUPTON, CO 806218335	VECCHIARELLI HOLDINGS LLC 755 N 9 TH AVE BRIGHTON, CO 806039708
SCHMIDT ESTATE REVOCABLE TRUST, KCS SCHMIDT FAMILY FARM LLC 13539 COUNTY ROAD 10 FORT LUPTON, CO 806218307	REED ROBERT B, REED HEATHER E, REED ROBERT W 1316 S DENVER AVE FORT LUPTON, CO 806212638	SMITH DONALD KEITH, SMITH JACQUELYN ANN PO BOX 710 FORT LUPTON, CO 806210710
MUTH DANIEL F, MUTH KATHLEEN R 1396 S DENVER AVE FORT LUPTON, CO 806212638	KEEN FAMILY TRUST 1446 S DENVER AVE FORT LUPTON, CO 806218332	RICHMEIER DANIEL J, RICHMEIER MARCUS D 13041 COUNTY ROAD 10 FORT LUPTON 806218307
QUENZER GREGORY, QUENZER SYDNEY 1325 COUNTY ROAD 10 FORT LUPTON, CO 806218307	CHAVEZ MELECIO, CHAVEZ MARGARET 739 COUNTY ROAD 47 HUDSON, CO 806428603	RILEY BRYAN 10243 DRESDEN ST FIRESTONE, CO 805046711
JONES CHARLOTTE A 13611 COUNTY ROAD 10 FORT LUPTON, CO 806218307	WARDEN AUGUSTA 4029 COUNTY ROAD 29 FORT LUPTON, CO 806218322	ANDAZOLA LUIS, PENA BRENDA D 13871 COUNTY ROAD 10 FORT LUPTON, CO 806218307
EDENS JAMES L, HOFFMAN EDENS MARY R 13815 COUNTY ROAD 10 FORT LUPTON, CO 806218307	ADAMAS ROBERT W 13770 COUNTY ROAD 10 FORT LUPTON, CO 806218368	RJ ENTERPRISES #1 LLC 13749 COUNTY ROAD 8 FORT LUPTON, CO 806218344


City Official

Sign Posting Affidavit

Project Name: Western Midstream Parsnip Pipeline

Project No. SUP26-002



Facing S Denver Avenue



Facing County Road 8

I, David Van der Vliet hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 13th day of July, 2026.

Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by David Vandervliet, this 9th day of July, 2026. Witness my hand and seal.

My commission expires 6/30/2029.

Shannon Eileen Devries
Notary Public

