



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, January 3, 2023
6:00 PM
130 South McKinley Avenue

Zo Hubbard, Mayor
Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3
David Crespín, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. January 3, 2023 Accounts Payable

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

- a. December 6, 2022, City Council Meeting Minutes**
- b. Second Reading Ordinance 2022-1150 An Ordinance Amending Sections 6-32, Classification and Section 6-35, When Fee Due, of The Fort Lupton Municipal Code Regarding Classes of Licenses and Due Date of Fee for Liquor Licensed Businesses**
- c. Second Reading Ordinance 2022-1151 An Ordinance of the City Council of Fort Lupton Accepting the Hagler Special Use Permit Public Right of Way Dedication for County Road 22**
- d. AM 2023-001 Approving a Resolution Designating the City of Fort Lupton Webpage WWW.FORTLUPTONCO.GOV as the Public Place for Posting Notices of Public City Meetings in Accordance with Colorado Revised Statutes Open Meetings Law**
- e. AM 2023-002 Approving a Resolution Designating John Fryar, Chief of Police, as the Emergency Response Authority**
- f. AM 2023-003 Approve the Nineteenth Interim Agreement with Northern Colorado Water Conservancy District (NCWCD) for the Northern Integrated Supply Plan (NISP) and Approve the 2023 Payment of \$1,184,695.00 from the Water Sales Tax Fund**
- g. AM 2023-004 Increase the Internet Speeds for City Hall, Police Department, and Recreation Center for a Combined Amount Not to Exceed \$2,272.50 Per Month for 36 Months Allocated from the General Services Funds**
- h. AM 2022-005 Approve a Resolution Adopting the Three Mile Area Plan for 2023**
- i. AM 2023-008 Approve Additional Payment to United Power From the Undergrounding Fund for Construction Overage Cost of \$84,715.15**
- j. AM 2023-011 Approve Crossing Agreement for Force Main From the Wastewater Treatment Plant (WWTP) With the City of Brighton for the Mccanne Ditch**

- k. AM 2023-012 Approve Crossing Agreement for Force Main From the Wastewater Treatment Plant (WWTP) With the Fulton Irrigating Ditch Company for the Fulton Branch Ditch and Payment of the \$20,000 License Fee
- l. AM 2023-013 Award Contract to Precision Concrete Cutting for an Amount not to Exceed \$11,300.00 for Asphalt Repairs at Denver Avenue and CR 16 From the Street Sales Tax Fund
- m. AM 2023-014 Approve a Resolution Reappointing Al Mowrer to the Historic Preservation Board for a Three-Year Term to Expire January 4, 2026
- n. AM 2022-015 Authorize Adding Amaze Health as an Employee Benefit for All Full-Time Employees Effective January 1, 2023

Action Memorandum

- a. AM 2023-006 Authorize the City Administrator to Execute an Engagement Agreement with Stifel, Nicolaus & Company, Incorporated for Loan Arranger or Placement Agent Services for the Bridge Loan Required by the United States Department of Agriculture's Rural Development Authority (USDA) Loan Process
- b. AM 2023-007 Authorize the City Administrator to Execute an Underwriter Engagement Agreement with Stifel, Nicolaus & Company, Incorporated
- c. AM 2023-009 Approve Signing of the Colorado Department of Transportation (CDOT) Right of Way (ROW) Utility Permit for Force Main from the Wastewater Treatment Plant (WWTP) to Metro Northern Plant Along HWY 85
- d. AM 2023-010 Authorize Purchase of Elgin Road Wizard Street Sweeper From Joe Johnson Equipment for an Amount not to Exceed \$348,569.00
- e. AM 2023-016 Approving Electrical Service Upgrades to City Hall in the Amount of \$58,828 Allocated from the General Fund Budget

Staff Reports

Mayor/Council Reports

Future City Events

- a. January 3, 2023 Upcoming Events

Executive Session "To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)." Golf Course

Adjourn

Check Report

By Check Number

City of Fort Lupton

Date Range: 12/07/2022 - 01/03/2023

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: Golf Course-Golf Course						
000024	ACE HARDWARE OF FORT LUPTON	12/13/2022	Regular	0.00	260.48	85583
96055	Invoice	11/01/2022	GOLF-PLUNGER-PRO SHOP	0.00	6.59	
96649	Invoice	11/17/2022	GOLF-SUPPLIES-MAINT	0.00	66.82	
96789	Invoice	11/30/2022	GOLF-SUPPLIES-MAINT	0.00	35.96	
96831	Invoice	12/02/2022	GOLF-LIGHTS-MAINT	0.00	66.57	
96832	Invoice	12/02/2022	GOLF-BUCKET-MAINT	0.00	6.59	
96834	Invoice	12/02/2022	GOLF-LIGHTS-MAINT	0.00	62.37	
96902	Invoice	12/07/2022	GOLF-GLOVES/PAINT BRUSH-MAINT	0.00	15.58	
000048	AIRGAS USA LLC	12/13/2022	Regular	0.00	17.30	85584
9992583951	Invoice	11/01/2022	GOLF-CYLINDER RENTAL-MAINT	0.00	17.30	
001293	AMAZON.COM	12/13/2022	Regular	0.00	36.98	85585
1RR7-77JF-XGXP	Invoice	12/05/2022	GOLF-ENERGY DRINKS-PRO SHOP	0.00	36.98	
000206	CENTURYLINK	12/13/2022	Regular	0.00	57.67	85586
333164407 NOV22	Invoice	11/19/2022	GOLF-PHONE SERVICE-MAINT	0.00	57.67	
000239	CITY OF FORT LUPTON	12/13/2022	Regular	0.00	1,882.18	85587
FIN2022337	Invoice	12/02/2022	Golf ComData Purchases	0.00	1,882.18	
000241	CITY OF FT LUPTON-UTIL INVOICE	12/13/2022	Regular	0.00	7,374.93	85588
110249001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-Golf	0.00	206.37	
110252001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-Golf	0.00	7,031.41	
110252101 NOV22	Invoice	11/30/2022	Water/Sewer Bill-Golf	0.00	95.06	
770214501 NOV22	Invoice	11/30/2022	Water/Sewer Bill-Golf	0.00	42.09	
000461	FERRELLGAS LP	12/13/2022	Regular	0.00	2,197.27	85589
1121142676	Invoice	11/18/2022	GOLF-PROPANE-MAINT	0.00	2,185.27	
RNT9554945	Invoice	11/23/2022	GOLF-TANK RENTAL-MAINT	0.00	12.00	
000512	FUZION FIELD SERVICES LLC	12/13/2022	Regular	0.00	266.20	85590
257491	Invoice	11/01/2022	GOLF-PORTABLE RESTROOM-MAINT	0.00	266.20	
000567	HIGH COUNTRY BEVERAGE CORP	12/13/2022	Regular	0.00	182.50	85591
W-6378361	Invoice	12/05/2022	GOLF-BEVERAGES-PRO SHOP	0.00	182.50	
000636	JC GOLF ACCESSORIES	12/13/2022	Regular	0.00	274.91	85592
SI-185119	Invoice	12/05/2022	GOLF-MERCHANDISE-PRO SHOP	0.00	192.07	
SI-185158	Invoice	12/06/2022	GOLF-MERCHANDISE-PRO SHOP	0.00	82.84	
001577	SI-PRODUCTS LLC	12/13/2022	Regular	0.00	177.52	85593
U2575950	Invoice	11/25/2022	GOLF-MERCHANDISE-PRO SHOP	0.00	177.52	
001895	TERMINIX	12/13/2022	Regular	0.00	152.00	85594
427331954	Invoice	11/22/2022	GOLF-PEST CONTROL-PRO SHOP	0.00	152.00	
001137	UNITED POWER	12/13/2022	Regular	0.00	3,167.58	85595
1194602 DEC22	Invoice	12/05/2022	United Power	0.00	422.05	
1195001 DEC22	Invoice	12/05/2022	United Power	0.00	2,438.44	
1195701 DEC22	Invoice	12/05/2022	United Power	0.00	260.67	
19595600 DEC22	Invoice	12/05/2022	United Power	0.00	25.17	
6601202 DEC22	Invoice	12/05/2022	United Power	0.00	21.25	
001346	USGA CLUB MEMBERSHIP	12/13/2022	Regular	0.00	150.00	85596
43640002 DEC22	Invoice	12/01/2022	GOLF-2023 MEMBERSHIP-PRO SHOP	0.00	150.00	

Check Report

Date Range: 12/07/2022 - 01/03/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
001963	WASTE CONNECTIONS OF COLO, INC	12/13/2022	Regular	0.00	492.05	85597
6628846V311	Invoice	11/15/2022	GOLF-DEC22 TRASH SERVICE-PRO SHOP	0.00	290.80	
6628847V311	Invoice	11/15/2022	GOLF-DEC22 TRASH SERVICE-MAINT	0.00	201.25	
000048	AIRGAS USA LLC	12/20/2022	Regular	0.00	16.92	85598
9993305030	Invoice	12/01/2022	GOLF-CYLINDER RENTAL-MAINT	0.00	16.92	
002853	BUCKEYE CLEANING CENTER	12/20/2022	Regular	0.00	511.28	85599
90461711	Invoice	12/01/2022	GOLF-JANITORIAL SUPPLIES-PRO SHOP	0.00	341.00	
90462748	Invoice	12/02/2022	GOLF-JANITORIAL SUPPLIES-PRO SHOP	0.00	170.28	
000239	CITY OF FORT LUPTON	12/20/2022	Regular	0.00	102,041.46	85600
FIN2022349	Invoice	12/12/2022	GOLF-PAYROLL EXPENSE 10/15-10/28/22 PA...	0.00	31,008.03	
FIN2022351	Invoice	12/12/2022	GOLF-PAYROLL EXPENSE 10/29-11/11-22 PA...	0.00	27,757.27	
FIN2022353	Invoice	12/12/2022	GOLF-PAYROLL EXPENSE 11/23/22 BONUSES	0.00	17,574.18	
FIN2022355	Invoice	12/12/2022	GOLF-PAYROLL EXPENSE 11/12-11/25/22 PA...	0.00	25,487.55	
FIN2022357	Invoice	12/12/2022	GOLF-STANDARD INV FOR LTD, LIFE & AD&D...	0.00	180.80	
FIN2022363	Invoice	12/13/2022	GOLF-POSTAGE USED IN OCTOBER 2022	0.00	33.63	
000239	CITY OF FORT LUPTON	12/20/2022	Regular	0.00	-102,041.46	85600
002723	EAGLE ROCK COMPANY OF COLO	12/20/2022	Regular	0.00	22.05	85601
10311205	Invoice	12/05/2022	GOLF-BEVERAGES-PRO SHOP	0.00	176.85	
10311206	Credit Memo	12/05/2022	GOLF-BEVERAGES-PRO SHOP	0.00	-154.80	
000567	HIGH COUNTRY BEVERAGE CORP	12/20/2022	Regular	0.00	105.20	85602
W-6383196	Invoice	12/12/2022	GOLF-BEVERAGES-PRO SHOP	0.00	105.20	
001913	LUXOTTICA OF AMERICA, INC	12/20/2022	Regular	0.00	105.00	85603
6913617515	Invoice	12/02/2022	GOLF-MERCHANDISE-PRO SHOP	0.00	105.00	
000862	O'REILLY AUTO PARTS	12/20/2022	Regular	0.00	130.87	85604
4489-384141	Invoice	12/01/2022	GOLF-BATTERY-MAINT	0.00	112.93	
4489-385444	Invoice	12/01/2022	GOLF-AC RELAY-MAINT	0.00	15.98	
4489-385445	Credit Memo	12/01/2022	GOLF-AC RELAY-MAINT	0.00	-15.98	
4489-385678	Invoice	12/01/2022	GOLF-ADHESIVE-MAINT	0.00	47.54	
4489-385701	Credit Memo	12/01/2022	GOLF-ADHESIVE-MAINT	0.00	-47.54	
4489-386636	Invoice	12/01/2022	GOLF-AIR FILTER-MAINT	0.00	17.94	
001577	SI-PRODUCTS LLC	12/20/2022	Regular	0.00	424.71	85605
U2580010	Invoice	12/08/2022	GOLF-MERCHANDISE-PRO SHOP	0.00	137.69	
U2580560	Invoice	12/08/2022	GOLF-MERCHANDISE-PRO SHOP	0.00	287.02	
003184	STIRLINI COFFEE COMPANY	12/20/2022	Regular	0.00	120.00	85606
100004	Invoice	12/10/2022	GOLF-BEVERAGES-PRO SHOP	0.00	120.00	
001301	AAA AUTO PARTS INC	12/27/2022	Regular	0.00	47.34	85608
116443	Invoice	12/01/2022	GOLF-PVC END ASSY-MAINT	0.00	10.32	
137386	Invoice	12/01/2022	GOLF-HOSE FITTINGS-MAINT	0.00	73.02	
140967	Credit Memo	12/01/2022	GOLF-CORE RETURN-MAINT	0.00	-36.00	
000024	ACE HARDWARE OF FORT LUPTON	12/27/2022	Regular	0.00	193.67	85609
96956	Invoice	12/13/2022	GOLF-SANBELT,DISC, BRUSH-MAINT	0.00	48.95	
96959	Invoice	12/13/2022	GOLF-HEATER-MAINT	0.00	74.99	
96984	Invoice	12/16/2022	GOLF-PAINT-MAINT	0.00	65.74	
97022	Invoice	12/19/2022	GOLF-SUPPLIES-PRO SHOP	0.00	3.99	
000239	CITY OF FORT LUPTON	12/27/2022	Regular	0.00	5,745.32	85610
FIN2022370	Invoice	12/20/2022	Golf ComData Purchases	0.00	5,745.32	
000307	COMCAST CABLE COMM, LLC	12/27/2022	Regular	0.00	244.31	85611
0120790 DEC22	Invoice	12/06/2022	GOLF-PHONE/INTERNET DEC22-PRO SHOP	0.00	244.31	
002673	HOWARD HUGHES HOOD CLEANING	12/27/2022	Regular	0.00	450.00	85612
270	Invoice	12/15/2022	GOLF-HOOD,DUCT,FAN,FILTERS-PRO SHOP	0.00	450.00	

Check Report

Date Range: 12/07/2022 - 01/03/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000736	LOCKETT REFRIGERATION, LLC	12/27/2022	Regular	0.00	4,993.60	85613
06668	Invoice	12/16/2022	GOLF-TWO DOOR REACH IN FREEZER-PRO S...	0.00	4,993.60	
003102	MERIDIAN ROOFING & EXTERIOR LLC	12/27/2022	Regular	0.00	450.00	85614
FL-CC ROOF	Invoice	12/14/2022	GOLD-ROOF INSPECTION-PRO SHOP	0.00	450.00	
000795	MILE HIGH TURFGRASS, LLC	12/27/2022	Regular	0.00	403.31	85615
10003	Invoice	12/12/2022	GOLF-TARGET RINGS/COOLER-MAINT	0.00	403.31	
000862	O'REILLY AUTO PARTS	12/27/2022	Regular	0.00	151.43	85616
4489-424872	Invoice	12/09/2022	GOLF-V POWER PLUG-MAINT	0.00	134.27	
4489-426371	Invoice	12/16/2022	GOLF-V POWER PLUG-MAINT	0.00	17.16	
000913	POTESTIO BROTHERS EQUIPMENT	12/27/2022	Regular	0.00	391.42	85617
11739K	Invoice	12/07/2022	GOLF-PARTS-MAINT	0.00	391.42	
000246	SRIXON/CLEVELAND GOLF/XX10	12/27/2022	Regular	0.00	109.82	85618
7218174 SO	Invoice	12/01/2022	GOLF-MERCHANDISE-PRO SHOP	0.00	109.82	
003019	VICTORY FIRE PROTECTION	12/27/2022	Regular	0.00	150.00	85619
12459779	Invoice	12/16/2022	GOLF-HOOD INSPECTION-PRO SHOP	0.00	150.00	
000044	AGFINITY INC	01/03/2023	Regular	0.00	492.60	85620
I68381	Invoice	12/24/2022	GOLF-FUEL-PRO SHOP	0.00	492.60	
000974	ALARM DETECTION SYSTEMS, INC.	01/03/2023	Regular	0.00	159.14	85621
870192-1072	Invoice	01/01/2023	GOLF-JAN23 SECURITY MONITORING	0.00	159.14	
000239	CITY OF FORT LUPTON	01/03/2023	Regular	0.00	102,041.46	85622
FIN2022349-1	Invoice	12/12/2022	GOLF-PAYROLL EXPENSE 10/15-10/28/22 PA...	0.00	31,008.03	
FIN2022351-1	Invoice	12/12/2022	GOLF-PAYROLL EXPENSE 10/29-11/11/22 PA...	0.00	27,757.27	
FIN2022353-1	Invoice	12/12/2022	GOLF-PAYROLL EXPENSE 11/23/22 BONUS P...	0.00	17,574.18	
FIN2022355-1	Invoice	12/12/2022	GOLF-PAYROLL EXPENSE 11/12-11/25/22 PA...	0.00	25,487.55	
FIN2022357-1	Invoice	12/12/2022	GOLF-STANDARD INV LTD, LIFE & AD&D DEC...	0.00	180.80	
FIN2022363-1	Invoice	12/13/2022	GOLF-POSTAGE USED IN OCT22	0.00	33.63	
003184	STIRLINI COFFEE COMPANY	01/03/2023	Regular	0.00	240.00	85623
100011	Invoice	12/21/2022	GOLF-BEVERAGES-PRO SHOP	0.00	240.00	
001105	TOSHIBA FINANCIAL SERVICES	01/03/2023	Regular	0.00	236.91	85624
489849828	Invoice	12/17/2022	GOLF-COPIER LEASE DEC22-PRO SHOP	0.00	236.91	
001963	WASTE CONNECTIONS OF COLO, INC	01/03/2023	Regular	0.00	496.95	85625
6695298V311	Invoice	01/01/2023	GOLF-JAN23 TRASH SERVICE-PRO SHOP	0.00	293.70	
6695299V311	Invoice	01/01/2023	GOLF-JAN23 TRASH SERVICE-MAINT	0.00	203.25	
001224	XCEL ENERGY-GAS	01/03/2023	Regular	0.00	868.90	85626
808905718	Invoice	12/19/2022	GOLF-GAS SERVICE 11/15-12/19/22-PRO SH...	0.00	868.90	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	84	43	0.00	238,033.24
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-102,041.46
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	84	44	0.00	135,991.78

Check Report

Date Range: 12/07/2022 - 01/03/2023

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: Pooled Cash-Pooled Cash						
000026	ACTIVE CABLING & COMMUNICATIONS LLC	12/13/2022	Regular	0.00	2,813.58	72687
202851	Invoice	11/01/2022	Network Wiring for PD	0.00	1,224.21	
202872	Invoice	12/01/2022	Wiring for Building Remodel City Hall and PD	0.00	1,589.37	
003180	ALONDRA FLORES	12/13/2022	Regular	0.00	98.00	72688
120522	Invoice	12/05/2022	GF-RESTITUTION 121762-1	0.00	98.00	
001293	AMAZON.COM	12/13/2022	Regular	0.00	597.37	72689
11JG-D1GK-X96L	Invoice	12/05/2022	GF-OFFICE SUPPLIES-PLANNING	0.00	62.98	
1KRJ-9JXF-X7KF	Invoice	12/06/2022	Amazon Purchases	0.00	534.39	
003179	ANDREW MARTINEZ	12/13/2022	Regular	0.00	250.00	72690
2007085	Invoice	11/30/2022	REC-SOFTBALL REFUND	0.00	250.00	
000108	AUSMUS LAW FIRM PC	12/13/2022	Regular	0.00	1,200.00	72691
7859	Invoice	12/02/2022	GF-PROSECUTION SERVICES-COURT	0.00	1,200.00	
001820	BADGER METER	12/13/2022	Regular	0.00	6,019.88	72692
1519902	Invoice	11/01/2022	UF-METERS-W LINES	0.00	2,945.00	
1520143	Invoice	11/01/2022	UF-METERS-W LINES	0.00	2,415.42	
1526284	Invoice	11/01/2022	UF-ENDPOINT-W LINES	0.00	370.92	
80102134	Invoice	11/01/2022	UF-BEACON HOSTING-W LINES	0.00	145.26	
80113660	Invoice	11/30/2022	UF-BEACON HOSTING-ADMIN	0.00	143.28	
002956	BUTLER SNOW LLP	12/13/2022	Regular	0.00	15,000.00	72693
10361273	Invoice	12/05/2022	UF-CWRPDA LOAN FOR METRO BUY IN-WW...	0.00	15,000.00	
001506	CHRISTOPHER CROSS	12/13/2022	Regular	0.00	83.75	72694
120122	Invoice	12/01/2022	GF-MILEAGE REIMBURSEMENT-CITY ADM	0.00	83.75	
000239	CITY OF FORT LUPTON	12/13/2022	Regular	0.00	543.20	72695
112922	Invoice	11/29/2022	GF-134176-7 REIMBURSE VICTIM FUND	0.00	266.00	
22FTL-00122-C	Invoice	12/06/2022	GF-PD PRIVACY FENCE-FAC	0.00	277.20	
000241	CITY OF FT LUPTON-UTIL INVOICE	12/13/2022	Regular	0.00	10,879.92	72696
110035001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	218.95	
110221001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	66.85	
110222001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	59.15	
110251001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	67.65	
330025001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	39.65	
330031001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	62.90	
330045001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	160.64	
330166001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	97.08	
330920000 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	34.65	
550055501 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	157.47	
550057001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	542.83	
550057601 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	2,965.63	
550057701 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	3,809.01	
660092001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	52.15	
770109501 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	34.65	
770116501 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	45.81	
770229001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	34.65	
770229501 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	34.65	
770229601 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	34.65	
770231101 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	34.65	
990004001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	52.93	
990004101 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	91.26	
990005001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	267.57	
990006001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	41.30	
990007001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	71.76	
990008001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	39.84	
990132001 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	1,662.10	

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999910000 NOV22	Invoice	11/30/2022	Water/Sewer Bill-City	0.00	99.49	
	Void					
003166	CODE RED AUDITS, LLC	12/13/2022	Regular	0.00	0.00	72697
		12/13/2022	Regular	0.00	1,695.40	72698
INV-FTLUP-NLS-22...	Invoice	11/22/2022	North Lift Station Camera	0.00	1,695.40	
000268	COLORADO ANALYTICAL LAB	12/13/2022	Regular	0.00	452.00	72699
221027017	Invoice	11/01/2022	UF-WATER TESTING-W LINES	0.00	72.00	
221027056	Invoice	11/03/2022	UF-WATER TESTING-W LINES	0.00	284.00	
221028045	Invoice	11/01/2022	UF-WATER TESTING-W LINES	0.00	48.00	
221202036	Invoice	12/05/2022	UF-WATER TESTING-W LINES	0.00	48.00	
002651	COLORADO COMMUNITY MEDIA	12/13/2022	Regular	0.00	127.64	72700
73226	Invoice	12/02/2022	GF-PUBLIC NOTICES-CITY CL	0.00	127.64	
000307	COMCAST CABLE COMM, LLC	12/13/2022	Regular	0.00	174.61	72701
0116038 DEC22	Invoice	11/27/2022	REC-DEC22 PHONE SERVICE	0.00	174.61	
003073	CONTINENTAL PARTITION SYSTEMS LLC	12/13/2022	Regular	0.00	6,980.00	72702
14821.1	Invoice	11/30/2022	Partitions for council chambers	0.00	6,980.00	
001517	CORE&MAIN LP	12/13/2022	Regular	0.00	49.70	72703
R969972	Invoice	11/18/2022	UF-HOOK-W LINES	0.00	49.70	
002899	DIG DEEP RESEARCH, LLC	12/13/2022	Regular	0.00	5,000.00	72704
1904	Invoice	11/30/2022	GF-GRANT SERVICES-MISC	0.00	5,000.00	
003004	DP GUARDIAN INC	12/13/2022	Regular	0.00	52,642.00	72705
24966	Invoice	11/30/2022	GF- ELECTRICAL IT CENTER-IT	0.00	22,317.00	
24966-1	Invoice	11/30/2022	GF- DATA CENTER IT	0.00	30,325.00	
001766	ERIKS NORTH AMERICA INC	12/13/2022	Regular	0.00	170.92	72706
BN065912	Invoice	12/02/2022	UF-PIPE-W LINES	0.00	170.92	
000455	FASTENAL COMPANY 01COFTL	12/13/2022	Regular	0.00	60.80	72707
COFTL189786	Invoice	11/01/2022	UF-FASTENERS-W LINES	0.00	22.79	
COFTL189846	Invoice	11/01/2022	UF-FASTENERS-W LINES	0.00	38.01	
002222	GREELEY LOCK & KEY	12/13/2022	Regular	0.00	212.50	72708
0000018642	Invoice	11/01/2022	25 Fob Keys	0.00	212.50	
002674	HAYES POZNANOVIC KORVER, LLC	12/13/2022	Regular	0.00	4,450.50	72709
47051	Invoice	12/02/2022	WST-NOV22 LEGAL FEES-WATER	0.00	4,450.50	
000597	INSIGHT PUBLIC SECTOR INC	12/13/2022	Regular	0.00	23,221.69	72710
1101004486	Invoice	11/29/2022	ProofPoint Renewal (Pro+Archive Essentials)	0.00	23,221.69	
002778	KASEYA US LLC	12/13/2022	Regular	0.00	9,939.62	72711
INV24645452388...	Invoice	12/01/2022	Kaseya - Network Detector Pro	0.00	9,939.62	
001713	KIMBALL MIDWEST	12/13/2022	Regular	0.00	287.76	72712
100426868	Invoice	11/01/2022	GF-MAINTENANCE-PW SHOP	0.00	287.76	
000698	L.G. EVERIST, INC	12/13/2022	Regular	0.00	987.43	72713
629352	Invoice	11/30/2022	UF-SQUEEGEE-W LINES	0.00	302.00	
630031	Invoice	12/07/2022	SSTX-ICE MELT/SAND-STREETS	0.00	685.43	
000745	LOUIS A GRESH	12/13/2022	Regular	0.00	1,500.00	72714
120122	Invoice	12/01/2022	GF-ARRAIGNMENTS-COURT	0.00	1,500.00	
003178	MATTHEW EATON	12/13/2022	Regular	0.00	250.00	72715
2007084	Invoice	11/30/2022	REC-SOFTBALL REFUND	0.00	250.00	
000841	NEWMAN TRAFFIC SIGNS	12/13/2022	Regular	0.00	121.92	72716
TRFINV043957	Invoice	11/23/2022	CEM-SIGNS	0.00	121.92	

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000865	OFFICE DEPOT	12/13/2022	Regular	0.00	1,975.73	72717
276905456001	Invoice	11/22/2022	GF-PAPER-ADMIN	0.00	1,860.00	
280081515001	Invoice	11/22/2022	GF-OFFICE SUPPLIES-ADMIN	0.00	54.75	
280218344001	Invoice	11/22/2022	GF-OFFICE SUPPLIES-COURT	0.00	60.98	
000862	O'REILLY AUTO PARTS	12/13/2022	Regular	0.00	418.74	72718
4489-417539	Invoice	11/04/2022	GF-CLEANING SUPPLIES-PW SHOP	0.00	42.44	
4489-423468	Invoice	12/02/2022	UF-VEHICLE MAINTENANCE-W LINES	0.00	203.09	
4489-423471	Invoice	12/02/2022	GF-VEHICLE MAINTENANCE-STREETS	0.00	173.21	
003044	PEAK FORM, LLC	12/13/2022	Regular	0.00	425.00	72719
792K25213	Invoice	12/01/2022	GF-PRE EMPLOYMENT SCREENING-HR	0.00	425.00	
000896	PETTY CASH-FINANCE	12/13/2022	Regular	0.00	282.67	72720
120122	Invoice	12/01/2022	GF-REIMBURSE PETTY CASH	0.00	221.17	
120122 POP FUND	Invoice	12/01/2022	GF-REIMBURSE POP FUND-CITY ADM	0.00	61.50	
002265	QUADIENT FINANCE USA INC	12/13/2022	Regular	0.00	682.13	72721
7446 NOV22	Invoice	11/27/2022	GF-OCT22 POSTAGE RECHARGE	0.00	682.13	
000931	R & L TIRES	12/13/2022	Regular	0.00	48.00	72722
46370	Invoice	11/16/2022	UF-TIRE REPAIR-W LINES	0.00	15.00	
46522	Invoice	12/01/2022	UF-TIRE REPAIR-W LINES	0.00	18.00	
46536	Invoice	12/02/2022	CEM-TIRE REPAIR	0.00	15.00	
000932	R & M SERVICES	12/13/2022	Regular	0.00	63.13	72723
10704	Invoice	11/08/2022	GF-VEHICLE MAINTENANCE-CITYADM	0.00	63.13	
000935	RAQUEL FERSZT	12/13/2022	Regular	0.00	270.00	72724
397678	Invoice	11/29/2022	GF-TRANSLATOR SERVICES-COURT	0.00	270.00	
003150	REDI SERVICES, LLC	12/13/2022	Regular	0.00	900.00	72725
0000017515	Invoice	11/30/2022	GF-PORTABLE RESTROOMS-PARKS	0.00	360.00	
0000017516	Invoice	11/30/2022	GF-PORTABLE RESTROOMS-PARKS	0.00	180.00	
0000017519	Invoice	11/30/2022	GF-PORTABLE RESTROOMS-PARKS	0.00	180.00	
0000017520	Invoice	11/30/2022	GF-PORTABLE RESTROOMS-PARKS	0.00	180.00	
001020	SOUTH PLATTE VALLEY	12/13/2022	Regular	0.00	50.00	72726
120222 DEPOSIT	Invoice	12/02/2022	GF-2023 PUMPKINFEST DEPOSIT-EVENTS	0.00	50.00	
001040	STERICYCLE	12/13/2022	Regular	0.00	30.00	72727
8002903537	Invoice	11/30/2022	GF-SHREDDING SERVICES-CITY CL	0.00	30.00	
002659	TAIT & ASSOCIATES, INC.	12/13/2022	Regular	0.00	640.00	72728
153926	Invoice	11/13/2022	SST-AM2021-204 Engineer Harrison 1st-9th-...	0.00	640.00	
001101	TODD HODGES DESIGN, LLC	12/13/2022	Regular	0.00	7,697.50	72729
3487	Invoice	12/05/2022	GF-PLANNING SRVCS 11/21-12/4-PLANNING	0.00	7,697.50	
001137	UNITED POWER	12/13/2022	Regular	0.00	31,475.60	72730
10553102 DEC22	Invoice	12/05/2022	United Power	0.00	22.32	
1195501 DEC22	Invoice	12/05/2022	United Power	0.00	1,703.99	
1195603 DEC22	Invoice	12/05/2022	United Power	0.00	177.22	
1196401 DEC22	Invoice	12/05/2022	United Power	0.00	33.82	
1207701 DEC22	Invoice	12/05/2022	United Power	0.00	21.05	
1223101 DEC22	Invoice	12/05/2022	United Power	0.00	20.00	
1240301 DEC22	Invoice	12/05/2022	United Power	0.00	146.46	
1241801 DEC22	Invoice	12/05/2022	United Power	0.00	249.78	
1241903 DEC22	Invoice	12/05/2022	United Power	0.00	133.85	
1276101 DEC22	Invoice	12/05/2022	United Power	0.00	251.52	
1279801 DEC22	Invoice	12/05/2022	United Power	0.00	24.72	
1295501 DEC22	Invoice	12/05/2022	United Power	0.00	53.38	
1296101 DEC22	Invoice	12/05/2022	United Power	0.00	298.07	
1299501 DEC22	Invoice	12/05/2022	United Power	0.00	112.00	

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1302801 DEC22	Invoice	12/05/2022	United Power	0.00	1,517.79	
1302901 DEC22	Invoice	12/05/2022	United Power	0.00	157.32	
1316801 DEC22	Invoice	12/05/2022	United Power	0.00	464.50	
1322501 DEC22	Invoice	12/05/2022	United Power	0.00	5,013.64	
1360303 DEC22	Invoice	12/05/2022	United Power	0.00	42.21	
13842400 DEC22	Invoice	12/05/2022	United Power	0.00	42.53	
14427100 DEC22	Invoice	12/05/2022	United Power	0.00	166.00	
15232500 DEC22	Invoice	12/05/2022	United Power	0.00	22.22	
17149700 DEC22	Invoice	12/05/2022	United Power	0.00	59.94	
17761600 DEC22	Invoice	12/05/2022	United Power	0.00	20.00	
17868800 DEC22	Invoice	12/05/2022	United Power	0.00	20.00	
18057500 DEC22	Invoice	12/05/2022	United Power	0.00	705.27	
18498400 DEC22	Invoice	12/05/2022	United Power	0.00	155.46	
18762100 DEC22	Invoice	12/05/2022	United Power	0.00	94.76	
19545100 DEC22	Invoice	12/05/2022	United Power	0.00	815.34	
20040100DEC22	Invoice	12/05/2022	United Power	0.00	388.98	
21675200 DEC22	Invoice	12/05/2022	United Power	0.00	89.53	
21675300 DEC22	Invoice	12/05/2022	United Power	0.00	37.80	
22185901 DEC22	Invoice	12/05/2022	United Power	0.00	20.01	
3399301 DEC22	Invoice	12/05/2022	United Power	0.00	52.13	
6612303 DEC22	Invoice	12/05/2022	United Power	0.00	21.07	
6779701 DEC22	Invoice	12/05/2022	United Power	0.00	6,028.26	
704901 DEC22	Invoice	12/05/2022	United Power	0.00	7,546.40	
7225800 DEC22	Invoice	12/05/2022	United Power	0.00	20.25	
726705 DEC22	Invoice	12/05/2022	United Power	0.00	20.00	
7280200 DEC22	Invoice	12/05/2022	United Power	0.00	21.47	
733101 DEC22	Invoice	12/05/2022	United Power	0.00	232.16	
762901 DEC22	Invoice	12/05/2022	United Power	0.00	114.34	
803908 DEC22	Invoice	12/05/2022	United Power	0.00	3,726.56	
8976200 DEC22	Invoice	12/05/2022	United Power	0.00	611.48	
	Void	12/13/2022	Regular	0.00	0.00	72731
	Void	12/13/2022	Regular	0.00	0.00	72732
002945	UPLIFT DESK	12/13/2022	Regular	0.00	76.00	72733
INV1330600	Invoice	11/30/2022	Office Furniture - Finance	0.00	76.00	
001147	USA BLUE BOOK	12/13/2022	Regular	0.00	2,620.87	72734
168855	Invoice	11/07/2022	UF-PILOT GAUGE-W LINES	0.00	99.20	
169142	Invoice	11/07/2022	UF-PILOT GAUGES-W LINES	0.00	316.44	
170487	Invoice	11/08/2022	UF-INVERTED PAINT-W LINES	0.00	1,722.15	
178418	Invoice	11/15/2022	UF-WIRE-S LINES	0.00	383.88	
182526	Invoice	11/18/2022	UF-PITOT GAUGE-W LINES	0.00	99.20	
001149	UTILITY NOTIFICATION CENTER	12/13/2022	Regular	0.00	384.80	72735
222110600	Invoice	11/30/2022	SSTX-NOV22 RTL TRANSMISSIONS-STREETS	0.00	384.80	
001152	VALIC RETIREMENT SERVICES COMPANY	12/13/2022	Regular	0.00	300.00	72736
66537 DEC22	Invoice	11/17/2022	GF-401A DOCUMENT FEE-MISC	0.00	300.00	
001156	VERIZON WIRELESS SVCS LLC	12/13/2022	Regular	0.00	5,091.05	72737
9921556425	Invoice	11/26/2022	Verizon Bill	0.00	5,091.05	
001963	WASTE CONNECTIONS OF COLO, INC	12/13/2022	Regular	0.00	1,607.47	72738
6629433V311	Invoice	12/01/2022	Waste Connections	0.00	165.42	
6629871V311	Invoice	12/01/2022	Waste Connections	0.00	115.96	
6662018V311	Invoice	12/01/2022	Waste Connections	0.00	384.27	
6662172V311	Invoice	12/01/2022	Waste Connections	0.00	231.31	
6662173V311	Invoice	12/01/2022	Waste Connections	0.00	191.88	
6662174V311	Invoice	12/01/2022	Waste Connections	0.00	342.31	
6662175V311	Invoice	12/01/2022	Waste Connections	0.00	64.14	
6662176V311	Invoice	12/01/2022	Waste Connections	0.00	112.18	

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001188	WELD CNTY CLERK/RECORDER	12/13/2022	Regular	0.00	6,652.50	72739
113022	Invoice	12/05/2022	CLK - Elections	0.00	6,652.50	
001189	WELD COUNTY ACCTG DEPART	12/13/2022	Regular	0.00	7,444.63	72740
DEC22	Invoice	12/07/2022	GF-DEC22 FUEL CHARGES	0.00	7,444.63	
002660	WHITESIDE'S BOOTS AND CLOTHING	12/13/2022	Regular	0.00	319.96	72741
414471	Invoice	11/10/2022	GF-UNIFORMS-PARKS	0.00	319.96	
001212	WILLIAMS AND WEISS CONSULTING	12/13/2022	Regular	0.00	2,557.50	72742
1772	Invoice	12/06/2022	UF-2022 Decree Accounting-Water	0.00	2,557.50	
001224	XCEL ENERGY-GAS	12/13/2022	Regular	0.00	2,118.66	72743
806322609	Invoice	11/30/2022	Xcel Gas Bill	0.00	2,118.66	
003182	3 CORNERS OILFIELD SERVICES, INC.	12/20/2022	Regular	0.00	298.13	72744
13321	Invoice	12/01/2022	UF-WATER DISPOSAL-W LINES	0.00	298.13	
002476	AMANDA HERRMAN	12/20/2022	Regular	0.00	393.75	72745
2007020	Invoice	12/01/2022	GF-LEGACY DANCE REFUND	0.00	393.75	
001293	AMAZON.COM	12/20/2022	Regular	0.00	38.97	72746
1CPL-9L9R-XJRV	Invoice	12/05/2022	GF-BREAKROOM SUPPLIES-PLANNING	0.00	38.97	
000094	ARBITRAGE COMPLIANCE	12/20/2022	Regular	0.00	350.00	72747
1032168	Invoice	12/12/2022	REC-ARBITRAGE CALC-2011 BONDS-REC	0.00	350.00	
003175	AUTOPLEX RESTYLING CENTERS, INC	12/20/2022	Regular	0.00	1,449.00	72748
5023315	Invoice	12/01/2022	truck tool box	0.00	1,449.00	
001820	BADGER METER	12/20/2022	Regular	0.00	32.04	72749
1545870	Invoice	12/12/2022	UF-CELLULAR LTE SERV UNIT-UB	0.00	32.04	
002646	BAESSLER RESIDENTIAL COLORADO, LLC	12/20/2022	Regular	0.00	848.35	72750
22FTL-00892-R	Invoice	12/15/2022	GF-OVERPAYMENT ON PERMIT 22FTL-00892...	0.00	848.35	
001646	BANK OF COLORADO	12/20/2022	Regular	0.00	237.82	72751
0227 DEC22	Invoice	12/01/2022	GF-CNG FUEL CHARGES NOV22-STREETS	0.00	237.82	
002853	BUCKEYE CLEANING CENTER	12/20/2022	Regular	0.00	1,957.84	72752
90464325	Invoice	12/09/2022	REC-JANITORIAL SUPPLIES	0.00	1,957.84	
002122	BURNS & MCDONNELL ENGINEERING CO INC	12/20/2022	Regular	0.00	130,052.96	72753
139581-10	Invoice	12/01/2022	UF-Left Station & Metro Line Design-WWTP	0.00	130,052.96	
000182	CEM SALES & SERVICE INC	12/20/2022	Regular	0.00	780.00	72754
158616	Invoice	12/01/2022	REC-REPAIR POOL PUMP HEATER	0.00	780.00	
000230	CINTAS FIRST AID & SAFETY	12/20/2022	Regular	0.00	76.21	72755
5135901805	Invoice	12/07/2022	REC-GLOVES	0.00	76.21	
000232	CIRSA	12/20/2022	Regular	0.00	482.00	72756
222056	Invoice	12/12/2022	GF-PC6017675-1 T.GAMEZ-MISC	0.00	482.00	
003177	CLEAN CUT FENCING	12/20/2022	Regular	0.00	5,500.00	72757
12/15/22 DEPOSIT	Invoice	12/15/2022	GF-PD PARKING LOT FENCE- FACIL	0.00	5,500.00	
002779	CODE-4 COUNSELING	12/20/2022	Regular	0.00	450.00	72758
1724	Invoice	12/04/2022	GF-THERAPY-PD	0.00	450.00	
000268	COLORADO ANALYTICAL LAB	12/20/2022	Regular	0.00	48.00	72759
221213062	Invoice	12/14/2022	UF-WATER TESTING-W LINES	0.00	48.00	
000250	COLORADO ASSOCIATION OF CHIEFS OF POLICE	12/20/2022	Regular	0.00	405.00	72760
3913	Invoice	12/07/2022	GF-MEMBERSHIP RENEWAL-PD	0.00	405.00	
002651	COLORADO COMMUNITY MEDIA	12/20/2022	Regular	0.00	828.16	72761

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70024	Invoice	12/01/2022	GF-PUBLIC NOTICE-CITY CLERK	0.00	529.16	
74623	Invoice	12/16/2022	GF-HOLIDAY ADVERTISEMENT-LEGIS	0.00	299.00	
000307	COMCAST CABLE COMM, LLC	12/20/2022	Regular	0.00	326.53	72762
0124495 DEC22	Invoice	12/01/2022	CPR-CABLE-COM CTR	0.00	140.69	
0147405 DEC22	Invoice	12/01/2022	CPR-INTERNET/PHONE-MUSEUM	0.00	185.84	
000340	CUMMINS ROCKY MOUNTAIN LLC	12/20/2022	Regular	0.00	672.00	72763
42-79144	Invoice	12/01/2022	GF-GENERATOR SERVICE-FAC	0.00	672.00	
002961	DHM DESIGN CORPORATION	12/20/2022	Regular	0.00	18,889.70	72764
45766	Invoice	12/01/2022	GF- Splash Park Full Design -Parks	0.00	5,067.50	
45777	Invoice	12/06/2022	GF- Splash Park Full Design -Parks	0.00	13,822.20	
002919	EQUIPMENTSHARE.COM INC	12/20/2022	Regular	0.00	296.20	72765
LUP-2287633-0000	Invoice	12/01/2022	UF-DIESEL PUMP-W LINES	0.00	296.20	
000454	FARIS MACHINERY COMPANY	12/20/2022	Regular	0.00	1,697.00	72766
C71457	Invoice	12/01/2022	GF-PARTS-STREETS	0.00	1,697.00	
002821	FIESTA TIME INC	12/20/2022	Regular	0.00	290.00	72767
5283	Invoice	12/01/2022	GF-PUMPKINFEST RENTALS-EVENTS	0.00	290.00	
002568	FORT LUPTON CAR WASH	12/20/2022	Regular	0.00	245.50	72768
465	Invoice	12/01/2022	GF-CAR WASHES-PD	0.00	245.50	
002011	FRONT RANGE LUMBER COMPANY	12/20/2022	Regular	0.00	33.21	72769
24361/2	Invoice	12/14/2022	GF-FURRING STRIPS-PARKS	0.00	33.21	
002088	GoTo TECHNOLOGIES USA, INC.	12/20/2022	Regular	0.00	399.53	72770
1208701631	Invoice	12/06/2022	Remaining Balance for GoToMeeting Busine...	0.00	399.53	
002696	GRAVES CONSULTING, LLC	12/20/2022	Regular	0.00	1,400.00	72771
1075	Invoice	12/01/2022	GF-PAY EQUITY ANALYSIS-HR	0.00	1,400.00	
000546	GREEN MILL SPORTSMAN'S CLUB	12/20/2022	Regular	0.00	150.00	72772
111	Invoice	12/05/2022	GF-TRAINING-PD	0.00	150.00	
003159	HOLLAND SIGNS, INC	12/20/2022	Regular	0.00	37,850.00	72773
22575	Invoice	12/12/2022	Traffic Message Boards	0.00	37,850.00	
003183	KAYLA BARA	12/20/2022	Regular	0.00	120.00	72774
2007091	Invoice	12/12/2022	REC-BASKETBALL REFUND	0.00	120.00	
000691	KONE INC	12/20/2022	Regular	0.00	140.80	72775
962386062	Invoice	12/01/2022	REC-ELEVATOR MAINTENANCE	0.00	140.80	
003158	KYLE CROSBY	12/20/2022	Regular	0.00	475.00	72776
2007058	Invoice	12/01/2022	REC-BASKETBALL REFUND	0.00	475.00	
003101	LANGUAGELINE SOLUTIONS	12/20/2022	Regular	0.00	58.22	72777
10686988	Invoice	12/01/2022	GF-INTERPRETATION SERVICE-PD	0.00	58.22	
003176	LASTPASS US LP	12/20/2022	Regular	0.00	5,727.82	72778
IN60001419291	Invoice	12/08/2022	GF-PASSWORD ENCRYPTION SOFTWARE-IT	0.00	5,727.82	
000714	LEGACY SCHOOL OF DANCE LLC	12/20/2022	Regular	0.00	2,107.00	72779
120122	Invoice	12/01/2022	REC-NOV & DEC22 DANCE PAYMENT	0.00	2,107.00	
002195	MINUTEMAN PRESS	12/20/2022	Regular	0.00	120.49	72780
37624	Invoice	12/01/2022	GF-WINDOW ENVELOPES-COURT	0.00	120.49	
000835	NEOGOV	12/20/2022	Regular	0.00	297.02	72781
INV-24578	Invoice	12/01/2022	GF-TEXT MESSAGE SUBSCRIPTION FEE-HR	0.00	297.02	
000847	NORMAN'S MEMORIALS INC.	12/20/2022	Regular	0.00	120.00	72782

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120822	Invoice	12/08/2022	CEM-CHARLES CECIL BELL	0.00	120.00	
000862	O'REILLY AUTO PARTS	12/20/2022	Regular	0.00	244.97	72783
4489-366568	Invoice	12/01/2022	GF-FILTER,HOSE,OIL-PARKS	0.00	66.12	
4489-369932	Invoice	12/01/2022	GF-AIR & OIL FILTER-PARKS	0.00	17.79	
4489-397322	Credit Memo	12/01/2022	GF-AIR & OIL FILTER-PARKS	0.00	-17.79	
4489-407763	Invoice	12/01/2022	GF-WIPER BLADES-ENG	0.00	15.98	
4489-411268	Invoice	12/01/2022	GF-LUBE, POWER PLUG-STREETS	0.00	60.11	
4489-425810	Invoice	12/13/2022	GF-DOOR HANDLE/LOCK KNOB-PARKS	0.00	102.76	
003046	PERKINS + WILL, INC.	12/20/2022	Regular	0.00	5,400.00	72784
222219.000 - 196...	Invoice	12/01/2022	REC-EXPANSION STUDY-REC CENTER	0.00	5,400.00	
003181	PLACER LABS, INC.	12/20/2022	Regular	0.00	9,500.00	72785
11.7845	Invoice	12/06/2022	GF-PLATFORM ACCESS-CITY ADMIN	0.00	9,500.00	
000901	PLAINS EAST MECHANICAL SERVICES LLC	12/20/2022	Regular	0.00	1,482.25	72786
3629-1141	Invoice	12/09/2022	REC-GYM RTU REPAIR	0.00	901.90	
3630-1142	Invoice	12/09/2022	GF-HEATER REPAIR-PARKS	0.00	495.35	
3631-1144	Invoice	12/09/2022	REC-DIFFUSER REPAIR	0.00	85.00	
001643	PROCEDURE INC	12/20/2022	Regular	0.00	50,166.72	72787
0094199-IN	Invoice	12/01/2022	GF-NOV22 INSPECTION FEES-BLDG INSP	0.00	50,166.72	
000931	R & L TIRES	12/20/2022	Regular	0.00	401.03	72788
46245	Invoice	12/01/2022	GF-SERVICE CALL/REPAIR-STREETS	0.00	263.64	
46622	Invoice	12/09/2022	GF-TIRE REPLACEMENT-STREETS	0.00	137.39	
000932	R & M SERVICES	12/20/2022	Regular	0.00	1,526.79	72789
10702	Invoice	12/01/2022	GF-VEHICLE MAINTENANCE-PD	0.00	100.11	
10703	Invoice	12/01/2022	GF-VEHICLE MAINTENANCE-PD	0.00	105.10	
10705	Invoice	12/01/2022	GF-VEHICLE MAINTENANCE-PD	0.00	1,321.58	
003150	REDI SERVICES, LLC	12/20/2022	Regular	0.00	180.00	72790
0000017517	Invoice	12/01/2022	CEM-PORTABLE RESTROOM	0.00	180.00	
002967	SYNERGETIC STAFFING LLC	12/20/2022	Regular	0.00	952.01	72791
21011108	Invoice	12/01/2022	GF-A. ROMERO TEMP LABOR-PARKS	0.00	952.01	
001075	THE CONSOLIDATED MUTUAL	12/20/2022	Regular	0.00	442.60	72792
DEC22-A	Invoice	12/08/2022	UF-DEC22 ELECTRICAL PERRY PIT-DISCHARGE..	0.00	57.50	
DEC22-B	Invoice	12/08/2022	UF-DEC22 ELECTRICAL PERRY PIT-WELL B	0.00	33.08	
DEC22-C	Invoice	12/08/2022	UF-DEC22 ELECTRICAL PERRY PIT-WELL C	0.00	32.84	
NOV22-A	Invoice	12/08/2022	UF-NOV22 ELECTRICAL PERRY PIT-DISCHARG...	0.00	56.10	
NOV22-B	Invoice	12/08/2022	UF-NOV22 ELECTRICAL PERRY PIT-WELL B	0.00	31.94	
NOV22-C	Invoice	12/08/2022	UF-NOV22 ELECTRICAL PERRY PIT-WELL C	0.00	31.81	
OCT22-A	Invoice	12/08/2022	UF-OCT22 ELECTRICAL PERRY PIT-DISCHARGE..	0.00	133.22	
OCT22-B	Invoice	12/08/2022	UF-OCT22 ELECTRICAL PERRY PIT-WELL B	0.00	33.81	
OCT22-C	Invoice	12/08/2022	UF-OCT22 ELECTRICAL PERRY PIT-WELL C	0.00	32.30	
001126	TYLER TECHNOLOGIES	12/20/2022	Regular	0.00	6,051.48	72793
130-127894	Invoice	06/29/2022	Annual Software Maintenance Brazos 6/1/22..	0.00	4,321.19	
130-131554	Invoice	10/01/2022	GF-BRAZOS SETUP-PD	0.00	600.00	
130-131971	Invoice	11/01/2022	GF-BRAZOS-PD	0.00	490.29	
130-132213	Invoice	11/01/2022	GF-HARDWARE-CODE	0.00	640.00	
002084	UNITED SITE SERVICES	12/20/2022	Regular	0.00	212.92	72794
INV-00790395	Invoice	12/01/2022	CEM-PORTABLE RESTROOM SERVICE	0.00	104.70	
INV-00853634	Invoice	12/01/2022	CEM-PORTABLE RESTROOM SERVICE	0.00	188.95	
TAX CREDITS	Credit Memo	11/09/2022	GF-TAX CREDITS-PARKS	0.00	-80.73	
001147	USA BLUE BOOK	12/20/2022	Regular	0.00	844.82	72795
036968	Invoice	12/01/2022	UF-MARKING POSTS-S LINES	0.00	844.82	

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001153	VALLEY FIRE EXTINGUISHER	12/20/2022	Regular	0.00	215.27	72796
153632	Invoice	12/13/2022	CPR-INSPECTION-COM CTR	0.00	215.27	
001174	WAGNER EQUIPMENT CO.	12/20/2022	Regular	0.00	705.29	72797
AGC291824	Invoice	08/03/2022	GF-GRADER REPAIR-STREETS	0.00	421.70	
P00C2512903	Invoice	11/02/2022	GF-REPAIR PARTS-STREETS	0.00	87.98	
P00C2513827	Invoice	11/02/2022	GF-REPAIR PARTS-STREETS	0.00	24.14	
P00C2531170	Invoice	12/01/2022	GF-GRADER PARTS-STREETS	0.00	698.66	
P00C2531171	Invoice	12/01/2022	GF-LOADER PARTS-STREETS	0.00	444.99	
P00C2531172	Invoice	12/01/2022	GF-BACKHOE PARTS-STREETS	0.00	339.94	
P00R0491159	Credit Memo	06/14/2022	GF-CUTTING EDGE-STREETS	0.00	-653.04	
P00R0491609	Credit Memo	07/01/2022	GF-CUTTING EDGE-STREETS	0.00	-613.04	
P00R0491610	Credit Memo	07/01/2022	GF-CUTTING EDGE-STREETS	0.00	-653.04	
S09W0875917	Invoice	09/21/2022	GF-TRANSMISSION REPAIR-STREETS	0.00	607.00	
001183	WAXIE SANITARY SUPPLY	12/20/2022	Regular	0.00	253.92	72798
81325720	Invoice	12/01/2022	GF-TRASH BAGS-PARKS	0.00	253.92	
001201	WELD COUNTY SCH DIST RE8	12/20/2022	Regular	0.00	12,714.14	72799
FIN20222280	Invoice	12/09/2022	GF-SRO OVERAGE REFUND-PD	0.00	12,714.14	
001301	AAA AUTO PARTS INC	12/27/2022	Regular	0.00	517.78	72800
108304	Invoice	12/01/2022	GF-HOSE/FITTINGS-STREETS	0.00	193.00	
132050	Invoice	12/01/2022	GF-CEMENT-STREETS	0.00	10.00	
132152	Invoice	12/01/2022	GF-SPARK PLUG/IGNITION COIL-PW	0.00	108.05	
132157	Invoice	12/01/2022	GF-BEARING-STREETS	0.00	38.94	
136853	Invoice	12/01/2022	GF-TOOLS-STREETS	0.00	109.98	
136898	Invoice	12/01/2022	GF-CLUTCH TOOL SET-STREETS	0.00	20.01	
137081	Credit Memo	12/01/2022	GF-CLUTCH TOOL SET-STREETS	0.00	-129.99	
138784	Invoice	12/01/2022	GF-RELAY-PARKS	0.00	9.07	
139492	Invoice	12/01/2022	GF-HOSE FITTINGS/REEL-STREETS	0.00	100.55	
147925	Credit Memo	12/01/2022	GF-V-BELT-PARKS	0.00	-22.08	
150961	Credit Memo	12/01/2022	GF-FUEL PUMP-STREETS	0.00	-8.20	
158047	Invoice	12/01/2022	GF-BLK CT-PW	0.00	53.07	
158095	Invoice	12/01/2022	GF-BLK CT-PW	0.00	35.38	
000031	ADAMSON POLICE PRODUCTS	12/27/2022	Regular	0.00	67.45	72801
INV388668	Invoice	12/07/2022	GF-UNIFORMS-PD	0.00	67.45	
000040	AFLAC	12/27/2022	Regular	0.00	2,389.34	72802
971858	Invoice	12/01/2022	GF-SUPP INS FOR DEC22-HR	0.00	2,389.34	
000047	AIMS COMMUNITY COLLEGE	12/27/2022	Regular	0.00	21.00	72803
221106	Invoice	12/08/2022	GF-HEARTSAVER COURSE-PD	0.00	21.00	
000090	ANTHONY GOMEZ	12/27/2022	Regular	0.00	748.77	72804
122122	Invoice	12/21/2022	UF-REIMBURSEMENT-W LINES	0.00	748.77	
001820	BADGER METER	12/27/2022	Regular	0.00	936.00	72805
1546879	Invoice	12/16/2022	UF-INSTALL KIT-W LINES	0.00	936.00	
002122	BURNS & MCDONNELL ENGINEERING CO INC	12/27/2022	Regular	0.00	79,516.79	72806
139581-11	Invoice	12/15/2022	UF-Left Station & Metro Line Design-WWTP	0.00	79,516.79	
000216	CHAMBER OF COMMERCE	12/27/2022	Regular	0.00	1,590.00	72807
445	Invoice	12/21/2022	GF-DECEMBER LUNCHEON	0.00	75.00	
446	Invoice	12/21/2022	GF-DECEMBER LUNCHEON-FINANCE	0.00	15.00	
447	Invoice	12/21/2022	GF-BANQUET SPONSORSHIP-CITY ADM	0.00	1,500.00	
000232	CIRSA	12/27/2022	Regular	0.00	400,533.45	72808
230034	Invoice	01/01/2023	GF-2023 PROP.CASUALTY INS PREM ESTIMA...	0.00	400,533.45	
002651	COLORADO COMMUNITY MEDIA	12/27/2022	Regular	0.00	142.41	72809

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74457	Invoice	12/16/2022	GF-PUBLIC NOTICE	0.00	142.41	
000306	COMCAST BUSINESS	12/27/2022	Regular	0.00	2,205.30	72810
160537226	Invoice	12/01/2022	GF-DEC22 INTERNET SERVICE	0.00	2,205.30	
002556	DELUXE	12/27/2022	Regular	0.00	1,575.81	72811
02052352146	Invoice	12/01/2022	GF-CHECKS/ENVELOPES-FINANCE	0.00	635.21	
02052352308	Invoice	12/01/2022	GF-CHECKS/ENVELOPES-FINANCE	0.00	490.84	
02052352386	Invoice	12/01/2022	GF-DEPOSIT BOOKS/STAMP-FINANCE	0.00	449.76	
003140	GCS PLASTER LLC	12/27/2022	Regular	0.00	16,000.00	72812
1	Invoice	12/15/2022	Pearson Park Dugouts (Yellow & Green Fields)	0.00	16,000.00	
000655	JOHN DEERE FINANCIAL	12/27/2022	Regular	0.00	72.89	72813
1404596	Invoice	12/15/2022	GF-DRAIN VALVE, BOWL-PARKS	0.00	72.89	
000735	LL JOHNSON DISTRIBUTING	12/27/2022	Regular	0.00	831.60	72814
1142076-00	Invoice	12/01/2022	GF-IRRIGATION PARTS-PARKS	0.00	831.60	
000835	NEOGOV	12/27/2022	Regular	0.00	8,728.00	72815
INV-29649	Invoice	12/15/2022	HR-Neogov	0.00	8,728.00	
000865	OFFICE DEPOT	12/27/2022	Regular	0.00	103.37	72816
282059458001	Invoice	12/05/2022	GF-TONER-FINANCE	0.00	103.37	
000862	O'REILLY AUTO PARTS	12/27/2022	Regular	0.00	173.45	72817
4489-373001	Invoice	12/01/2022	GF-OIL, FILTER-ENG	0.00	68.81	
4489-386099	Invoice	12/01/2022	GF-GLUE-ENG	0.00	5.49	
4489-396348	Invoice	12/01/2022	GF-TOOL,PIN,WINDOW FILM-ENG	0.00	27.47	
4489-397021	Invoice	12/01/2022	GF-AIR & OIL FILTER-ENG	0.00	25.75	
4489-410558	Invoice	12/01/2022	GF-WIPER FLUID-CODE	0.00	19.47	
4489-416083	Invoice	12/01/2022	GF-CLEANING SUPPLIES-ENG	0.00	6.99	
4489-421265	Invoice	12/01/2022	CPR-WIPER FLUID-SENIORS	0.00	19.47	
000931	R & L TIRES	12/27/2022	Regular	0.00	80.00	72818
46704	Invoice	12/16/2022	GF-TIRE REPAIR/SENSOR-ENG	0.00	80.00	
001075	THE CONSOLIDATED MUTUAL	12/27/2022	Regular	0.00	139.06	72819
DEC2022-A	Invoice	12/19/2022	UF-NOV22 ELECTRICAL PERRY PIT-DISCHARG...	0.00	72.20	
DEC2022-B	Invoice	12/19/2022	UF-NOV22 ELECTRICAL PERRY PIT-WELL B	0.00	33.81	
DEC2022-C	Invoice	12/19/2022	UF-NOV22 ELECTRICAL PERRY PIT-WELL C	0.00	33.05	
001101	TODD HODGES DESIGN, LLC	12/27/2022	Regular	0.00	10,918.75	72820
3488	Invoice	12/19/2022	GF-PLANNING SRVCS 12/5-12/18/22-PLANN...	0.00	10,918.75	
001105	TOSHIBA FINANCIAL SERVICES	12/27/2022	Regular	0.00	1,137.15	72821
489337261	Invoice	12/09/2022	Copier Lease	0.00	1,137.15	
000031	ADAMSON POLICE PRODUCTS	01/03/2023	Regular	0.00	153.85	72822
INV388860	Invoice	12/09/2022	GF-UNIFORMS-PD	0.00	81.00	
INV389128	Invoice	12/16/2022	GF-UNIFORMS-PD	0.00	72.85	
000034	ADT SECURITY SYSTEM	01/03/2023	Regular	0.00	138.95	72823
50576495 JAN23	Invoice	01/01/2023	REC-SECURITY MONITORING	0.00	138.95	
002903	ARCHIVESOCIAL INC	01/03/2023	Regular	0.00	6,287.40	72824
26100	Invoice	01/01/2023	Cont Services - Archive Social Media	0.00	6,287.40	
000108	AUSMUS LAW FIRM PC	01/03/2023	Regular	0.00	11,340.00	72825
7885	Invoice	12/19/2022	GF-OCT5-DEC14 CITY ATTORNEY FEES	0.00	11,340.00	
001820	BADGER METER	01/03/2023	Regular	0.00	12,016.87	72826
1546880	Invoice	12/20/2022	New Construction Meters	0.00	12,016.87	
002835	BRANDING BY BRE	01/03/2023	Regular	0.00	3,100.00	72827

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1159	Invoice	01/01/2023	GF-JAN23 SOCIAL MEDIA MANAGEMENT-CI...	0.00	3,100.00	
000197	CASELLE, INC.	01/03/2023	Regular	0.00	3,900.00	72828
121626	Invoice	01/01/2023	Caselle Read Only Access 1/1/23 - 12/31/23	0.00	3,900.00	
000227	CHURCHICH RECREATION LLC	01/03/2023	Regular	0.00	34,142.80	72829
22-0994POL	Invoice	12/15/2022	Splash Park - Polygon Square 16' Shelter	0.00	18,512.80	
22-1013INST	Invoice	12/15/2022	Installation of Polygon Shelter	0.00	15,630.00	
000242	CIVICPLUS	01/03/2023	Regular	0.00	9,532.20	72830
247196	Invoice	01/01/2023	GF-ONLINE CODE HOSTING-CITY CL	0.00	1,065.00	
248461	Invoice	01/01/2023	GF-CIVIC CLERK STANDARD RENEWAL-IT	0.00	8,467.20	
000247	CLIFTONLARSONALLEN LLP	01/03/2023	Regular	0.00	1,464.75	72831
3518356	Invoice	12/23/2022	GF-GAXB87 Implementation Services-Finance	0.00	1,464.75	
000267	COLONIAL LIFE	01/03/2023	Regular	0.00	105.96	72832
78168200101454	Invoice	01/01/2023	GF-SUPP INS FOR JAN23-HR	0.00	105.96	
000268	COLORADO ANALYTICAL LAB	01/03/2023	Regular	0.00	48.00	72833
221220095	Invoice	12/21/2022	UF-DRINKING WATER TEST-W LINES	0.00	48.00	
000306	COMCAST BUSINESS	01/03/2023	Regular	0.00	2,359.82	72834
161654367	Invoice	12/15/2022	Comcast Phones	0.00	2,359.82	
000307	COMCAST CABLE COMM, LLC	01/03/2023	Regular	0.00	220.05	72835
0164533 JAN23	Invoice	01/01/2023	GF-JAN23 CABLE/INTERNET-PW SHOP	0.00	220.05	
000454	FARIS MACHINERY COMPANY	01/03/2023	Regular	0.00	180.23	72836
A16241	Invoice	12/16/2022	GF-EQUIPMENT REPAIR-STREETS	0.00	180.23	
000483	FORT LUPTON FOOD AND CLOTHING BANK	01/03/2023	Regular	0.00	52.50	72837
2007097	Invoice	12/27/2022	REC-ROOM RENTAL REFUND	0.00	52.50	
000597	INSIGHT PUBLIC SECTOR INC	01/03/2023	Regular	0.00	7,077.42	72838
0225770674	Invoice	01/03/2023	Annual Adobe Renewal (75) licenses	0.00	7,077.42	
000600	INTELLICHOICE, INC.	01/03/2023	Regular	0.00	1,491.95	72839
1232019	Invoice	01/01/2023	Annual Renewal for eForce 1/1/23-12/31/23	0.00	1,491.95	
000655	JOHN DEERE FINANCIAL	01/03/2023	Regular	0.00	39.00	72840
28121-76236 DEC...	Invoice	12/16/2022	GF-LATE FEE-PARKS	0.00	39.00	
000729	LINDA KUDRNA	01/03/2023	Regular	0.00	151.25	72841
121522	Invoice	12/15/2022	CPR-MILEAGE REIMBURSEMENT-SENIORS	0.00	151.25	
000847	NORMAN'S MEMORIALS INC.	01/03/2023	Regular	0.00	120.00	72842
122822	Invoice	12/28/2022	CEM-ELUTERIO MARTINEZ JR. INSCRIPTION	0.00	120.00	
000865	OFFICE DEPOT	01/03/2023	Regular	0.00	800.48	72843
283487279001	Invoice	12/15/2022	GF-TONER-FINANCE	0.00	455.56	
283490357001	Invoice	12/15/2022	GF-POST IT NOTES-FINANCE	0.00	18.28	
283490358001	Invoice	12/15/2022	GF-CALENDAR,TONER-FINANCE	0.00	181.80	
283490359001	Invoice	12/15/2022	GF-BOXES-FINANCE	0.00	144.84	
000869	OPERATIONS MANAGEMENT INT	01/03/2023	Regular	0.00	128,063.10	72844
351230-24-01	Invoice	01/01/2023	OMI Monthly Allocations	0.00	128,063.10	
001998	PEAK PERFORMANCE COPIER AND SUPPLY INC	01/03/2023	Regular	0.00	7,250.00	72845
65676	Invoice	12/28/2022	Laserfiche Software	0.00	7,250.00	
000896	PETTY CASH-FINANCE	01/03/2023	Regular	0.00	71.50	72846
DEC22 POP FUND	Invoice	12/27/2022	GF-REIMBURSE POP FUND DEC22	0.00	71.50	
000931	R & L TIRES	01/03/2023	Regular	0.00	15.00	72847
46831	Invoice	12/28/2022	UF-TIRE REPAIR-W LINES	0.00	15.00	

Check Report

Date Range: 12/07/2022 - 01/03/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
001020	SOUTH PLATTE VALLEY	01/03/2023	Regular	0.00	3,250.00	72848
101423	Invoice	01/01/2023	GF-PUMPKINFEST 2023 RENTAL-EVENTS	0.00	3,250.00	
001624	STATE OF COLORADO	01/03/2023	Regular	0.00	1,702.00	72849
7053-23	Invoice	12/01/2022	UF-REPLY ENVELOPES-UB	0.00	1,702.00	
001040	STERICYCLE	01/03/2023	Regular	0.00	63.89	72850
3006288680	Invoice	01/01/2023	REC-BIOHAZARD	0.00	63.89	
002694	SYMMETRY ENERGY SOLUTIONS LLC	01/03/2023	Regular	0.00	4,018.18	72851
15669904	Invoice	12/21/2022	REC-NOV22 GAS SERVICE	0.00	4,018.18	
001105	TOSHIBA FINANCIAL SERVICES	01/03/2023	Regular	0.00	283.52	72852
490052651	Invoice	12/21/2022	GF-BSMT COPIER LEASE DEC22-IT	0.00	283.52	
003160	UNITEDHEALTHCARE INSURANCE COMPANY	01/03/2023	Regular	0.00	1,446.05	72853
259031777944	Invoice	01/01/2023	GF-HEALTH INS FOR JAN23-HR	0.00	1,446.05	
001174	WAGNER EQUIPMENT CO.	01/03/2023	Regular	0.00	6,163.50	72854
P00C2533726	Invoice	12/08/2022	GF-CUTTING EDGE-STREETS	0.00	2,885.76	
S09W0878819	Invoice	12/05/2022	GF-EQUIPMENT REPAIR-STREETS	0.00	3,277.74	
001963	WASTE CONNECTIONS OF COLO, INC	01/03/2023	Regular	0.00	284.18	72855
6695884V311	Invoice	01/01/2023	GF-JAN23 TRASH SERVICE-PARKS	0.00	167.07	
6696320V311	Invoice	01/01/2023	CEM-JAN23 TRASH SERVICE	0.00	117.11	
001224	XCEL ENERGY-GAS	01/03/2023	Regular	0.00	737.69	72856
809289706	Invoice	12/22/2022	GF-CITY HALL & GENERATOR GAS 11/15-12/...	0.00	737.69	
003188	T CLIFFORD THOMSON	12/29/2022	Regular	0.00	488.38	72857
122922 REFUND	Invoice	12/29/2022	UF-DUPLICATE WATER PAYMENT REFUND-UB	0.00	488.38	
000119	BANK OF COLORADO	12/16/2022	Bank Draft	0.00	6,002.88	DFT0002086
INV0001302	Invoice	12/16/2022	HSA DISTRIBUTION	0.00	6,002.88	
000119	BANK OF COLORADO	12/16/2022	Bank Draft	0.00	725.83	DFT0002087
INV0001303	Invoice	12/16/2022	HSA DISTRIBUTION	0.00	725.83	
001416	VALIC_1	12/16/2022	Bank Draft	0.00	36,267.43	DFT0002088
INV0001304	Invoice	12/16/2022	VALIC - 457(b) \$ Contributions	0.00	36,267.43	
001265	IRS	12/16/2022	Bank Draft	0.00	58,702.32	DFT0002089
INV0001305	Invoice	12/16/2022	Federal Withholding	0.00	58,702.32	
001418	CO DEPARTMENT OF REVENUE	12/16/2022	Bank Draft	0.00	10,977.00	DFT0002090
INV0001306	Invoice	12/16/2022	CO Withholding	0.00	10,977.00	
001265	IRS	12/15/2022	Bank Draft	0.00	15.06	DFT0002091
INV0001307	Invoice	12/15/2022	Federal Withholding	0.00	15.06	
001416	VALIC_1	12/30/2022	Bank Draft	0.00	35,444.01	DFT0002095
INV0001308	Invoice	12/30/2022	VALIC - 457(b) \$ Contributions	0.00	35,444.01	
001265	IRS	12/30/2022	Bank Draft	0.00	62,146.65	DFT0002096
INV0001309	Invoice	12/30/2022	Federal Withholding	0.00	62,146.65	
001418	CO DEPARTMENT OF REVENUE	12/30/2022	Bank Draft	0.00	11,524.00	DFT0002097

Check Report

Date Range: 12/07/2022 - 01/03/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0001310	Invoice	12/30/2022	CO Withholding	0.00	11,524.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	339	168	0.00	1,303,869.43
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	9	9	0.00	221,805.18
EFT's	0	0	0.00	0.00
	348	180	0.00	1,525,674.61

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	423	211	0.00	1,541,902.67
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-102,041.46
Bank Drafts	9	9	0.00	221,805.18
EFT's	0	0	0.00	0.00
	432	224	0.00	1,661,666.39

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	12/2022	31,455.82
600	GOLF ENTERPRISE FUND	1/2023	104,535.96
999	POOLED CASH/CONSOLIDATED CASH	12/2022	1,277,602.52
999	POOLED CASH/CONSOLIDATED CASH	1/2023	248,072.09
			1,661,666.39

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 6, 2022**

The City Council of the City of Fort Lupton met in a regular session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Tuesday, December 6, 2022. Mayor Zo Hubbard called the meeting to order at 6:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were Mayor Zo Hubbard, Councilmembers, Chris Ceretto, Bruce Fitzgerald, David Crespín, Valerie Blackston, Carlos Barron and Claud Hanes.

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, City Attorney, Andy Ausmus, Finance Director, Leann Perino, Planning Director, Todd Hodges and Public Works Director, Roy Vestal.

PERSONS TO ADDRESS COUNCIL

There was no one to address the Mayor or Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the December 6, 2022, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- November 29, 2022, Special City Council Meeting Minutes
- Authorize the City Administrator to Accept a Service Agreement From Dig Deep to Provide Grants-Related Technical Assistance Services for the 2023 Year (AM 2022-179)
- Approve Resolution 2022R074 REVISING THE WATER AND SEWER INFRASTRUCTURE INVESTMENT FEE SCHEDULE FOR 2023, EFFECTIVE JANUARY 1, 2023 (AM 2022-180)
- Approving Resolution 2022R075 AMENDING THE POLICY FOR RECORDS MANAGEMENT REQUIREMENTS FOR ELECTRONIC MAIL (AM 2022-181)
- Approving Resolution 2022R076 RESTATING LIQUOR LICENSE FEES AND INCREASING

**RECORD OF PROCEEDINGS
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OCCUPATIONAL FEES EFFECTIVE DECEMBER 6, 2022 (AM 2022-182)

- Approve Resolution 2022R077 FOR RATE INCREASES FOR GREEN FEES AND CART FEES AT COYOTE CREEK GOLF COURSE FOR THE 2023 SEASON (AM 2022-183)
- Approving RESOLUTION 2022R078 AUTHORIZING SUBMITTAL OF THE FULL APPLICATION FOR THE GREAT OUTDOORS COLORADO (GOCO) FOR A COMMUNITY IMPACT GRANT IN THE AMOUNT OF \$790,000 TO ASSIST IN THE CONSTRUCTION OF THE COMMUNITY CENTER PARK RENOVATION PROJECT (AM 2022-184)
- Approving Resolution 2022R079 RATIFYING THE APPOINTMENT OF CLAUD HANES BY THE MAYOR TO THE FORT LUPTON URBAN RENEWAL AUTHORITY (AUTHORITY) AS A CITY COUNCIL REPRESENTATIVE FOR A FIVE-YEAR TERM BEGINNING JANUARY 16, 2023 AND ENDING JANUARY 16, 2028 (AM 2022-185)
- Approving the Agreement With LastPass for Encryption of Passwords for an Amount not to Exceed \$17,280.00 Allocated From the General Fund (AM 2022-186)
- Approving Resolution 2022R080 RECONSTITUTING THE APPOINTMENT OF DIRECTORS TO THE BOARD OF DIRECTOR OF NORTH LAND INDUSTRIAL METROPOLITAN DISTRICTS NOS. 1 & 2 (AM 2022-189)

Motion passed unanimously on roll call vote.

PUBLIC HEARINGS

AM 2022-155 Consideration of an Application, by the Fort Lupton City Council acting as the Local Licensing Authority, Submitted by Family Dollar Stores of Colorado, LLC dba Family Dollar #25949 for a Fermented Malt Beverage ("FMB") Off-Premises License at 130 S. Denver Ave.

Mayor Hubbard read the connected meeting advisement to the Applicant's Attorney, Jonathan Crumly, Esq.

Mayor Hubbard opened the public hearing at 6:07 p.m.

City Clerk, Mari Peña, explained the hearing was a continuance from the original hearing on October 18, 2022, where Council expressed concerns over seller/server training. The Council requested that additional information on training of employees be provided and therefore the hearing was continued to December 6, 2022. The applicant did submit documentation of the employee manual for alcohol training.

Mr. Crumly presented the Council with an overview of the seller training course provided to employees of Family Dollar. Mr. Crumly indicated that as of the end of November all five (5) employees of the Family Dollar in Fort Lupton have been trained and received Tips Certification.

There were no questions or further discussion from the Council.

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

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Hearing none, Mayor Hubbard closed the public hearing at 6:11 p.m.

Mayor Hubbard asked Mr. Crumly if there was anything further that he would like to have presented in support of the application. Mr. Crumbly answered 'no'. Finally, Mayor Hubbard asked if he has had a full and fair opportunity to participate in the public hearing tonight. Mr. Crumbly answered 'yes'.

It was moved by Carlos Barron and seconded by Valerie Blackston to approve the application, by the Fort Lupton City Council acting as the Local Licensing Authority, submitted by Family Dollar Stores of Colorado, LLC dba Family Dollar #25949 for a Fermented Malt Beverage ("FMB") Off-Premises License at 130 S. Denver Ave. Motion passed unanimously on roll call vote.

Memo to Request to Withdraw the Coyote Creek Filing No. 5 Preliminary Plat Application

The applicant Lupton Land LLC has requested to withdraw the application for the preliminary plat, Coyote Creek filing #5. The applicant will be resubmitting a revised combined preliminary/Final Plat at a future date to be determined.

No action occurred from the Council.

ACTION MEMORANDUM

AM 2022-187 Authorize the Mayor's Signature on Amendment 3 to the Jacobs Contract

The Jacobs contract Appendix F denotes the way the contract is amended for yearly inflation. The increase is based upon the June Consumer Price Index and the Consumer Cost Index for Civilian Workers for the previous year. A formula using those numbers for June 2022 were calculated and came out to 7.08%. Due to the very high EPI/CPI indexes, Jacobs is requesting a 4.5% increase.

The Consumer Price Index for June 2022 was 9.06%; a 60% increase from 2021. The Consumer Cost Index was 5.1%; a 57% increase from 2021. Jacobs is struggling to remain competitive when it comes to recruiting qualified operators and is requesting the 4.5% increase in order to staff the project properly. The 2023 budget included an increase in the base cost of 3% and the rebateable costs per the contract. Contract section 4.5 doubled in 2021 to \$40,000 due to the increase in the cost of propane.

<u>Contract Section</u>	<u>2023 Budget</u>	<u>2023 Revised</u>	<u>Increase</u>
4.1 – Base Fee	\$ 1,185,493	\$ 1,202,757	\$ 17,264
4.4 - Chemicals	114,000	114,000	-
4.5 – Utilities	40,000	40,000	-
4.6 – Repairs & Maintenance	140,000	140,000	-

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 6, 2022**

4.7 – Biosolids Removal	40,000	40,000	-
Total Cost	\$ 1,519,493	\$ 1,536,757	\$ 17,264

It was moved by Carlos Barron and seconded by Chris Ceretto to authorize the Mayor's signature on Amendment 3 to the Jacobs Contract. Motion passed on roll call vote.

AM 2022-188 Authorize the Payment of the Overages in the Jacobs Contract

The Jacobs Contract contains a provision for a rebateable budget of \$334,000, allocated to purchase chemicals, propane, solids hauling and general repairs. This funding is provided for by 12 monthly payments included in the operations and maintenance invoices. When the year is closed, Jacobs either returns the portion that is not used or invoices for the overages. This year the overage is large enough and known soon enough for Jacobs to request payment of the overages within the contract year.

We are expecting an overage of \$60k on the rebateable budget due to unexpected repairs. The centrifuge went down earlier this year which resulted in over \$15k of repairs and \$45k in liquid hauling. These types of repairs are atypical and are not expected in the coming years.

It was moved by Chris Ceretto and seconded by Bruce Fitzgerald to authorize the payment of the overages in the Jacobs Contract. Motion passed unanimously on roll call vote.

AM 2022-190 Approving a Contract with Perkins and Will to Provide Design and Engineering Services for the Recreation Center for the New Addition for an Amount not to Exceed \$878,220.00

Perkins and Will (formally Sinks Combs and Dethlefs) were the Architects for the Recreation Center build and included in the original drawings with the expansion areas for the building. Chris Kastelic was the project lead for this building and knows the history and what the original concepts were for the facility and would be the lead once again for this project. Their firm has done numerous projects not only in our area but nationally as well. In 2005 the Recreation Facility won a major design award and was honored nationally in Recreation Management Magazine. They will provide the following as lined in Exhibit A:

1. Concept/Schematic Design
2. Design Development
3. Construction Contract Administration (CA)
4. Post Construction
5. Drawings Packages Meetings

Timeline for the project would be to get a General Contractor/General Manager on board by the

**RECORD OF PROCEEDINGS
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middle of February 2023 with final construction drawings being done by the end of June 2023. Ground breaking planned for late July early Aug. 2023. Building construction estimated to be 12 months.

It was moved by Claud Hanes and seconded by Valerie Blackston approving a contract with Perkins and Will to provide design and engineering services for the Recreation Center for the new addition for an amount not to exceed \$878,220.00. Motion passed unanimously on roll call vote.

AM 2022-191 Approving a Levying General Property Taxes for the Assessed Tax Year 2022, to Fund the Cost of Government for the City of Fort Lupton, Colorado for the 2023 Fiscal Year

Every year the City must certify the mill levy for the following year by December 15th. The 2022 assessed valuation is \$282,052,650. This is a \$82,955,457 increase over the 2021 valuations. The expected revenue is approximately \$10,483,228 from a 30.360 general mill levy, a 2.127 recreation center debt mill levy and a 4.68 recreation center operating mill levy. The budget has been built around a 5.5% increase in the property tax revenue in the general fund. With the increase in property valuations we were able to lower the mill levy 7.527 mills.

In November voters approved the continuation of the recreation center debt mill levy. A 2.381 mill levy has been included to cover the debt payments expected with a new bond issue for construction of additions to the recreation center. The 4.86 mills approved by voters in 2004 for the operations and maintenance of the recreation center continues in the 2022 mill levy.

The total mill levies for 2022, 2023 revenue collection, is 37.167 mills.

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston approving Levying General Property Taxes for the Assessed Tax Year 2023, to fund the cost of government for the City of Fort Lupton, Colorado, for the 2023 Fiscal Year. Motion passed unanimously on roll call vote.

AM 2022-192 Accept the 2023 Workers' Compensation quotation from Pinnacol Assurance in the amount of \$238,107, accept the boiler and machinery quotation from Travelers in the amount of \$5,688, accept the cyber liability quotation from Travelers in the amount of \$14,883 for a total of \$258,678

IMA is the City's broker of record for Worker's Compensation, Boiler and Machinery and Cyber Liability coverages. They have provided the renewal numbers for these lines of coverage for 2023.

The total cost for the Workers Compensation has gone up for 2023. There are three major factors in Workers Compensation rates: total payroll, rate by occupation and experience rating (eMod). Total payroll is expected to increase in 2023 over 2022. The rates by occupation have mostly decreased with a few increasing for high risk jobs.

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The City of Fort Lupton had a very significant claim at the end of 2019 that is still the primary factor in the City's rating going from 0.78 in 2019 to 1.09 in 2020 to 1.25 in 2021. The eMod rating for 2022 is 1.25. For reference, a number above 1 means that your claims are above average; below 1.00 means your claims are below average.

For 2022, Pinnacol offered a renewal at \$238,107, a 45% and \$74,036 increase over 2022. Our broker, IMA, advised us not to shop the Workers Compensation coverage, with the eMod being the driving factor. Pinnacol offered a fair renewal based on the three major factors.

The City did apply and was awarded Cost Containment Certification by the state. This is a certification that verifies that organizations adhere to best safety practices. It also qualifies organizations for discounts on their renewal. Fort Lupton is awaiting approval from the state board. If approved, Fort Lupton may qualify for an additional deduction on the Worker's Compensation Renewal for 2023.

The cost of the Boiler and Machinery coverage increased due to the increase in the City's assets. For 2023, Travelers offered the renewal at \$5,688, a 8.4% and \$439 increase over 2022.

For 2023, Travelers offered the renewal at \$14,883, an 0% and \$0 increase over 2022. This coverage was marketed but all other carriers declined to bid. While the public entity sector has been particularly vulnerable to all manner of cyber-attacks, the City hasn't been subject to anything yet. This is a matter of when and not if. With that sentiment in mind, an increase is expected in 2024.

It was moved by Claud Hanes and seconded by Carlos Barron accepting the 2023 Workers' Compensation quotation from Pinnacol Assurance in the amount of \$238,107, accepting the boiler and machinery quotation from Travelers in the amount of \$5,688, accept the cyber liability quotation from Travelers in the amount of \$14,883 for a total of \$258,678. Motion passed unanimously on roll call vote.

STAFF

Roy Vestal, Public Works Director notified the Council of a flyer being placed on residences from a water company in Spanish. When calling the number, an answering service is answering in Spanish asking the caller to leave a message. Mr. Vestal indicated that there are no issues with the City's water. This is a company wanting to sell water softeners.

Leann Perino, Finance Director, stated that discussions regarding bonding have begun and she'll be providing Council with updates.

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FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 6, 2022**

Mari Peña, City Clerk, thanked Olsen's Greenhouse for providing the City with poinsettias.

Chris Cross, City Administrator, stated that the library had a great turnout for Cookies with Santa event with approximately 430 participants and the Historic House Tour with the historic Preservation Board also had great participation. Mayor Hubbard stated that her aunt and mother mentioned they loved the driver of the historic tour.

MAYOR/COUNCIL REPORTS

There were no Mayor or Council reports.

FUTURE CITY EVENTS

December 6, 2022	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
December 9, 2022	Parade of Lights
December 13, 2022	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
December 20, 2022	City Council Meeting – CANCELLED
December 26, 2022	City Offices Closed in Observance of the Holidays
December 27, 2022	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
January 2, 2023	City Offices Closed in Observance of New Year's
January 3, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
January 10, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.

EXECUTIVE SESSION

It was moved by David Crespín and seconded by Valerie Blackston to move to Executive Session "To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)." Provisions of Utilities. Motion passed unanimously on roll call vote. The following moved into Executive Session: Mayor Hubbard, Councilmembers Carlos Barron, Valerie Blackston, Chris Ceretto, Bruce Fitzgerald, Claud Hanes and David Crespín. City Attorney, Andy Ausmus, City Administrator, Chris Cross, Planning Director, Todd Hodges, and Public Works Director, Roy Vestal, and Finance Director Leann Perino.

The Executive Session ended at 7:08 and the regular meeting reconvened.

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FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 6, 2022**

ADJOURNMENT

The meeting adjourned at 7:08 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

DRAFT

ORDINANCE NO. 2022-1150

INTRODUCED BY: BRUCE FITZGERALD

AN ORDINANCE AMENDING SECTIONS 6-32, CLASSIFICATION AND SECTION 6-35, WHEN FEE DUE, OF THE FORT LUPTON MUNICIPAL CODE REGARDING CLASSES OF LICENSES AND DUE DATE OF FEE FOR LIQUOR LICENSED BUSINESSES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO:

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 15th day of November 2022.

PUBLISHED in the Fort Lupton Press the 1st day of December 2022.

FINALLY READ BY TITLE ONLY, PASSED, AND ORDERED FINALLY PUBLISHED BY TITLE ONLY this 3rd day of January 2023.

PUBLISHED in the Fort Lupton Press the 12th day of January 2023.

EFFECTIVE (after publication) the 11th day of February 2023.

CITY OF FORT LUPTON

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

ORDINANCE NO. 2022-1151

INTRODUCED BY: BRUCE FITZGERALD

AN ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE HAGLER SPECIAL USE PERMIT PUBLIC RIGHT OF WAY DEDICATION FOR COUNTY ROAD 22 LOCATED IN THE SOUTHWEST ¼ OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.

THIS RIGHT OF WAY IS CREATED AND GRANTED THIS 15th DAY OF NOVEMBER 2022.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 15th Day of November 2022.

PUBLISHED in the Fort Lupton Press the 1st day of December 2022.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 3rd day of January 2023.

PUBLISHED BY TITLE ONLY the 12th day of January 2023.

EFFECTIVE (after publication) the 11th day of February 2023.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approving a Resolution Designating the City of Fort Lupton Webpage WWW.FORTLUPTONCO.GOV as the Public Place for Posting Notices of Public City Meetings in Accordance with Colorado Revised Statutes Open Meetings Law

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Colorado Revised Statute 24-6-402 (2) (c) indicates the local governing body shall designate at the first regular meeting of the calendar year, the location of posting for public notices. This posting will include Council's Agenda, Historic Preservation Board, Planning Commission and any other boards, commissions and committees of the City that are required pursuant to the statute.

The Open Meeting Law 24-6-402 (2) (c) states that any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which the majority of quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting. The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year. The post shall include specific agenda information where possible.

In 2019, a new law went into effect allowing a local government to post the notices on the local government's website, that notices be accessible to the public at no charge and, that notices be searchable, if feasible, by type of meeting, date and time of meeting, and agenda contents. A local government that posts notices of public meetings on its website may continue to post the notices in a physical location, but is not required to do so.

Pursuant to CRS 24-72-402 (2)(c)(III), a local government that posts notices of public meetings on a public website shall designate a public place within the boundaries of the local public body at which it may post a notice no less than twenty-four hours prior to a meeting, if it is unable to post a notice online in exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

N/A

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

STAFF RECOMMENDATIONS

Staff recommends posting be placed on the City of Fort Lupton web page www.fortluptonco.gov and in case of exigent or emergency circumstances, the notice be posted at the Fort Lupton City Hall, 130 S. McKinley Avenue.

Attachments: a. Proposed Resolution

RESOLUTION 2023Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON DESIGNATING THE CITY OF FORT LUPTON WEBPAGE WWW.FORTLUPTONCO.GOV AS THE PUBLIC PLACE FOR POSTING NOTICES OF PUBLIC CITY MEETINGS IN ACCORDANCE WITH COLORADO REVISED STATUTES OPEN MEETINGS LAW §24-6-402

WHEREAS, Colorado Revised Statute Open Meeting Law §24-6-402(2)(c)(I) Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public; and,

WHEREAS, in addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting; and,

WHEREAS, the law requires local governments to post notices of public meetings in physical locations; and

WHEREAS, the public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year; and

WHEREAS, House Bill 19-1087 was introduced in 2019, allowing a local government to post the notices on the local government's website, that notices be accessible to the public at no charge and, that notices be searchable, if feasible, by type of meeting, date and time of meeting, and agenda contents; and

WHEREAS, a local government that posts notices of public meetings on its website may continue to post the notices in a physical location, but is not required to do so; and

WHEREAS, CRS §24-6-402 (2)(c)(III) a local government that posts notices of public meetings on a public website shall designate a public place within the boundaries of the local public body at which it may post a notice no less than twenty-four hours prior to a meeting if it is unable to post a notice online in exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online; and

WHEREAS, said posting will include meetings of the City Council, Historic Preservation Board, Planning Commission and any other boards, commissions and committees of the City.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council, in accordance with the Open Meetings Law, notice of time and place designates for all regular and special meetings shall be the City of Fort Lupton web page www.fortluptonco.gov and in case of exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online, the notice shall be posted at the Fort Lupton City Hall, 130 S. McKinley Avenue.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 3rd DAY OF JANUARY 2023.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approving a Resolution Designating John Fryar, Chief of Police, as the Emergency Response Authority

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Pursuant to C.R.S. § 29-22-101, et seq., the governing body of every town, city, and city and county shall designate by ordinance or resolution an emergency response authority or authorities for hazardous substance incidents occurring within the corporate limits of such town, city, and city and county. The governing body shall annually report the designation to the hazardous materials section of the Colorado state patrol. Unless otherwise designated by ordinance or resolution, the fire authority responsible for the area within the corporate limits of such town, city, or city and county is the designated emergency response authority. ("DERA")

Fort Lupton Municipal Code Sec. 6-208. - Authority for emergency response.

(a)The Police Department is hereby designated as the emergency response authority for hazardous material incidents occurring within the corporate limits of the City. The Chief of Police shall have the authority to coordinate and direct operations regarding hazardous material incidents and has the authority to seek the assistance of the Fire Protection District or other local, state or federal law enforcement or public safety organization.

The City must notify, by Resolution, the Weld County Office of Emergency Management as to the designated emergency response authority. The designation of one individual as the DERA is to provide clear and concise command authority in the response to hazardous substance incidents.

Because the Municipal Code already designates the Police Department as the emergency response authority, and the Chief of Police has the authority to coordinate and direct the operations, Chief of Police, John Fryar, is the designated authority as set forth in the Resolution.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2023Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON DESIGNATING AN EMERGENCY RESPONSE AUTHORITY (“DERA”)

WHEREAS, the City Council, pursuant to statute is vested with the authority of administering the affairs of the City of Fort Lupton, Colorado; and

WHEREAS, pursuant to C.R.S. § 29-22-101, *et seq.*, requires the governing body of the City to designate by Ordinance or Resolution an emergency response authority for hazardous substance incidents occurring within the city limits; and

WHEREAS, the governing body shall annually report the designation to the hazardous materials section of the Colorado state patrol; and

WHEREAS, Section 6-208 of the Fort Lupton Municipal Code designates the Police Department as the emergency response authority for hazardous material incidents occurring within the corporate limits of the City. The Chief of Police shall have the authority to coordinate and direct operations regarding hazardous material incidents and has the authority to seek the assistance of the Fire Protection District or other local, state or federal law enforcement or public safety organization; and

WHEREAS, the designation of one individual as the DERA is to provide clear and concise command authority in the response to hazardous substance incidents; and

WHEREAS, the City Council deems it advisable to designate John Fryar, Chief of Police, as the DERA for hazardous substance incidents occurring within the city limits of the City of Fort Lupton in order to clarify the chain of command authority for such incidents.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby appoints the Fort Lupton Chief of Police, John Fryar, as the Designated Emergency Response Authority for hazardous substance incidents occurring within the city limits for Fort Lupton, Colorado.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 3rd DAY OF JANUARY 2023.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña
City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approve the Nineteenth Interim Agreement with Northern Colorado Water Conservancy District (NCWCD) for the Northern Integrated Supply Plan (NISP) and Approve the 2023 Payment of \$1,184,695.00 from the Water Sales Tax Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This is the Nineteenth Interim agreement between the twelve municipalities and three water districts and NCWCD to design and build a 40,000 acre-feet water system consisting of two reservoirs, a distribution system and relocation of highway 287 north of Fort Collins.

NCWCD is currently working on phases 3, 5-7.

- Phase 3 Permitting with the Army Corps of Engineers
- Phase 5 Geotechnical Investigation for Glade Reservoir and Highway 287 Relocation Design
- Phase 6 Conveyance Delivery
- Phase 7 Allotment Contracts

FINANCIAL CONSIDERATIONS

The NISP payment is budgeted in the 2023 Water Sales Tax Fund Budget.

The City has been participating in the NISP project since 2004 and with the 2023 payment will have contributed a total of \$7,103,707. In 2017 and 2018, 950 shares of NISP were sold for a total of \$678,750. Our current participation level is 2,050 acre-feet or 5.13%.

LEGAL/POLITICAL CONSIDERATIONS

The attorneys for the participants have been working on an allotment contract. Currently the only documents governing the project are the 19 interim agreements.

ALTERNATIVES/OPTIONS

1. Stop participating in the project. Do not make the 2023 contribution
2. Try to sell shares to lower the City's participation level.

STAFF RECOMMENDATIONS

Staff seeks recommendation.

- Attachments:**
- a. Nineteenth Interim Agreement
 - b. Invoice

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

NINETEENTH INTERIM AGREEMENT WITH THE
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE,
FOR PARTICIPATION IN THE
NORTHERN INTEGRATED SUPPLY PROJECT

This Agreement is made and entered into as of _____, 2022, by and between the Northern Integrated Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., owned by the Northern Colorado Water Conservancy District, and whose address is 220 Water Avenue, Berthoud, Colorado 80513 (the "NISP Enterprise"), and the City of Fort Lupton Utility Enterprise, whose address is 130 South McKinley Avenue, Fort Lupton, CO 80621-0148 ("Participant").

Recitals

- A. The NISP Enterprise is developing a water project (the "Project") for the purpose of developing a new reliable water supply for the beneficial use of the Participant and other entities.
- B. Overall Project costs will be divided among the entities that participate in the Project.
- C. The First, Second, and Fourth Phases of the Project, and years one through six of the Third Phase, have been completed.
- D. The Third Phase, Years 7 through 19 (hereinafter referred to as "Phase 3A"), will consist of further agency consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work, and analysis for permitting, modeling, and other activities related to designing and permitting the Project.
- E. The Fifth Phase of the Project consists of the Glade Reservoir geotechnical investigation and embankment design advancement, Glade Reservoir Construction Manager/General Contractor (CM/GC) design involvement, Highway 287 relocation final design and CM/GC design involvement, and completion of the Galeton Dam preliminary design.
- F. The Sixth Phase involves continued NISP conveyance delivery refinement, South Platte Water Conservation Project negotiations, land and easement definition and purchase, and potential advancement of time-sensitive mitigation activities.
- G. The Seventh Phase involves the development of a NISP Allotment Contract, financial project planning, legal defense of the Project permits, and overall project administration.
- H. It is necessary that the NISP Enterprise pursue Phases 3A, 5, 6, and 7 of the Project at this time in order to be able to complete the Project on the time schedule desired by the participants.

- I. Pursuing this Phases 3A, 5, 6, and 7 of the Project on behalf of the participants will require continued funding from the participants.

Agreement

1. The Participant agrees to participate in Phases 3A, 5, 6, and 7 of the Project, under and pursuant to the terms and conditions of this Agreement. The Participant acknowledges that it shares a common interest in development of the Project and that privileged material may be shared with the Participant from time to time. A description of Phase 3A, Phase 5, Phase 6, and Phase 7 is included in Exhibit A. Participation in this Agreement in no way obligates the Participant to participate in subsequent phases of the Project or to continue involvement in the Project in any manner.
2. For the purposes of cost allocation in Phase 3A, Phase 5, Phase 6, and Phase 7, the cost is based upon the Participant's base requested capacity divided by the total requested base Project yield. The Participant's initial base requested capacity in the Project is 2,050 acre-feet of water yield. Attached hereto as Exhibit B is a table showing the currently anticipated permitted capacity in the Project and the pro rata share of the costs of the Project for 2023 for each Participant. Exhibit B also shows the projected budgets and projected pro rata shares of the costs of the Project for 2023 for each Participant. The costs covered by this Agreement shall be separate from costs covered by the NISP Phase I Agreement between the NISP Enterprise and the Participant. The Participant may request a reduction, but not an increase, in base requested capacity, which will be implemented by the NISP Enterprise so long as any increased costs of design, environmental studies, permitting or other matters are paid by the Participant pursuant to its pro-rata cost basis. If a reduction in the Participant's base requested capacity is made, the formula for allocation of costs among the participants shall be changed accordingly so that all participants bear a pro rata share of the Phase 3A, Phase 5, Phase 6, and Phase 7 costs of the Project after the change based on their final base requested capacities. For purposes of the environmental analysis for the Project, the Participant's permitted capacity in the Project is 2,050 acre-feet of water yield. In the event that the Participant's base requested capacity is increased or decreased, the Participant's permitted capacity shall be increased or decreased in the same percentage as the percentage increase or decrease of the base requested capacity.
3. The Participant agrees to provide to the NISP Enterprise funds for its pro rata share of the anticipated 2023 costs necessary for Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project. The NISP Enterprise estimates that the Participant's pro rata share of the costs of the Project is \$1,184,695 for 2023. The Participant will pay the NISP Enterprise its pro rata share of these 2023 costs on or before January 30, 2023. The NISP Enterprise will invoice the Participant for this payment. These estimated costs will not be increased or exceeded without the prior written approval of the Participant. Participant funds that are not expended during Phase 3A, Phase 5, Phase 6, and Phase 7 will be rebated back to each participant pro rata based on each participant's contribution of funds to the Project in Phase 3A, Phase 5, Phase 6, and Phase 7.

4. In the event that the Participant fails to make the payment set forth above at the specified time, the NISP Enterprise shall have the right to terminate this Agreement and cease all work on the Project for the benefit of the Participant. The NISP Enterprise shall give the Participant thirty (30) days' advance written notice of its intention to terminate this Agreement and cease work on the Project for the Participant's benefit under this paragraph. The Participant shall have until the end of said 30-day period in which to make all past due payments in full in order to cure its default hereunder. The Participant shall in any event be responsible for its pro rata share of the 2023 costs of Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project actually incurred by the NISP Enterprise up to the date of termination of this Agreement.
5. The NISP Enterprise agrees to diligently pursue Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project in good faith to the extent that funds therefor are provided by the Participant under this Agreement and by other participants under similar agreements. By entering into this Agreement and accepting payments from the Participant, the NISP Enterprise does not obligate itself to, nor does the NISP Enterprise warrant that it will, proceed with the Project beyond Phase 7 or that it will construct or operate the Project. At the end of the Sixth Phase, the NISP Enterprise will determine after consultation with the participants whether to proceed with the Project. The NISP Enterprise agrees that, if the participants provide all required funding, if the NISP Enterprise has the ability, and if the Project is feasible and practical, it will pursue the construction and operation of the Project if requested to do so by a sufficient number of participants to fully fund the Project. In the event that the NISP Enterprise decides not to proceed with the Project, it will so notify the Participant and this Agreement will immediately and automatically terminate upon the giving of such notice.
6. In the event of termination of the Project, the Participant shall not be entitled to any return of funds paid to the NISP Enterprise for the Project, unless payments by participants exceed the NISP Enterprise's costs as of the date the Project is terminated, in which case a pro rata refund will be made. In the event of such termination, the Participant shall be entitled to receive copies of any work products developed by the NISP Enterprise or its consultants on behalf of the Participant, and NISP Enterprise Board shall, in its sole discretion: (i) convey to the Participant, as a tenant in common with all other participants who have not been terminated under Paragraph 4 above, a pro rata interest in all real and personal property acquired by the NISP Enterprise for the Project with funds provided under this Agreement or similar agreements with other participants; or (ii) disburse to the Participants the proceeds of any sale of assets in proportion to each Participant's Cost Share.
7. The Participant shall have the right to assign this Agreement and the Participant's rights hereunder, with the written consent of the NISP Enterprise, which consent shall not be unreasonably withheld, to any entity that is eligible to receive water deliverable through the Project and that is financially able to perform this Agreement.
8. In the event that this Agreement is terminated for any reason, the Participant shall not be entitled to any return of any funds paid to the NISP Enterprise for the Project except as

provided in Paragraphs 3 and 6 above for those participants who have not been terminated under Paragraph 4 above, and the NISP Enterprise shall have no further obligations to the Participant.

9. Notwithstanding any other provision of this Agreement to the contrary, the Participant's maximum financial obligation under this Agreement shall be the payment of \$1,184,695 set forth in Paragraph 3 above. The Participant shall have the right to terminate this Agreement at any time. In the event of such termination, each of the parties hereto shall be immediately released from all obligations recited herein as if this Agreement had not been entered into.
10. In the event that additional costs must be incurred for Phase 3A, Phase 5, Phase 6, and Phase 7 in 2023, the parties may amend this Agreement in writing to provide for further payment by the Participant of the costs for 2023. However, the Participant is not obligated under this Agreement to pay any costs for Phase 3A, Phase 5, Phase 6, and Phase 7 beyond the costs stated in Paragraph 3 above.
11. This Agreement shall be interpreted under the laws of the State of Colorado. Venue for any disputes concerning this Agreement shall be in the Weld County, Colorado, District Court.
12. Nothing in this Agreement shall be construed to waive the protections and immunities afforded the NISP Enterprise and the Participant under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., and any similar or successor statutes of the State of Colorado.
13. Except for the obligation to pay money, neither party shall be liable to the other party for any delay or inability to perform its obligations hereunder by reason of acts of God, acts of the public enemy, riot, civil commotion, insurrection, acts or failure to act of governmental authorities, war, pandemic, or any other cause or causes beyond the party's reasonable control.
14. This Agreement is the entire agreement between the NISP Enterprise and the Participant regarding participation in Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project and shall be modified by the parties only by a duly executed written instrument approved by the Participant and the NISP Enterprise's Board of Directors.
15. This Agreement is subject to approval by the NISP Enterprise's Board of Directors and shall become binding on the NISP Enterprise only upon such approval.

CITY OF FORT LUPTON UTILITY ENTERPRISE

By: _____

Name: _____

Title: _____

THE NORTHERN INTEGRATED SUPPLY PROJECT
WATER ACTIVITY ENTERPRISE

By: _____

Bradley D. Wind, P.E.
General Manager

EXHIBIT A
DESCRIPTION OF PHASE 3A, PHASE 5, PHASE 6, and PHASE 7
NORTHERN INTEGRATED SUPPLY PROJECT

Phase 3A consists of a continuation of the permitting work associated with NISP. The work in 2023 will largely be remaining efforts in support of the final 404 permit and Record of Decision, potential minor modification of the 404 permit, mitigation development, and continuation of the Larimer County IGA process. Additionally, there will be work in support of the public information effort for NISP as well as overall Northern Water administration and legal support.

Phase 5 will consist of the Glade Reservoir facility design advancement and necessary geotechnical work and Highway 287 relocation sixty percent design. Additionally, Construction Management/General Contractors (CM/GC) will be selected for Glade Reservoir and Highway 287 and will assist in design development and cost estimating.

Phase 6 involves the following additional 2023 activities:

- NISP conveyance will continue to be refined including evaluation of Participant flow requirements, pipeline sizing and route refinement, delivery system exchange potential, C-BT exchange potential, conveyance cost estimating, and cost allocation methodology development.
- South Platte Water Conservation Project negotiations will be advanced with the affected ditch companies and shareholder cooperative agreements will be developed.
- Land and easement requirements will be more specifically identified.
- Mitigation plans will continue to be advanced, and time sensitive mitigation activities may be pursued.

Phase 7 involves the following 2023 activities:

- Project financial planning
- Allotment contract development
- Legal defense of the Army Corps of Engineers 404 permit, and the Larimer County 1041 Permit.
- Potential activities associated with the City of Fort Collins' 1041 permit process.

EXHIBIT B
PARTICIPANT YIELD AND COSTS
PHASE 3A, PHASE 5, PHASE 6, and PHASE 7

Northern Integrated Supply Project	Rev. 2.0	10/21/2022	
Year 2023 Preconstruction Budget			
<i>Interim Contract 19</i>			
Item	Updated Cost		
Glade Final Design Activities	\$ 10,000,000		
Glade CMGC Design Support	\$ 800,000		
HW 287 Design Activities	\$ 2,300,000		
NISP Delivery Refinement	\$ 2,700,000		
River Intake Predesign and Design	\$ 400,000		
Galeton Advancement	\$ 400,000		
Environment&Mitigation	\$ 4,300,000		
Financing Consultant/Bond Counsel	\$ 100,000		
WQ Sample Testing	\$ 200,000		
Northern Water Labor	\$ 1,800,000		
Northern Water Indirect	\$ 816,000		
Legal	\$ 500,000		
Communications	\$ 100,000		
ROW-Land Appraisal/Title/Survey	\$ 200,000		
Pipeline Easements	\$ 3,000,000		
SPWCP Negotiations	\$ 200,000		
Contingency/Other (10%)	\$ 2,800,000		
Total	\$ 30,616,000		
Approximate Carryover from 2022	\$ 7,500,000		
Total Requested of Participants for 2023	\$ 23,116,000		
	Project Yield	Percent of	2023
Participant	(Acre-ft)	Project	Budget
Central Weld Co. W.D.	3,500	8.75%	\$ 2,022,650
Dacono	1,250	3.13%	\$ 722,375
Firestone	1,300	3.25%	\$ 751,270
Frederick	2,600	6.50%	\$ 1,502,540
Eaton	1,300	3.25%	\$ 751,270
Erie	6,500	16.25%	\$ 3,756,350
Evans	1,200	3.00%	\$ 693,480
Fort Collins-Loveland. W.D.	3,400	8.50%	\$ 1,964,860
Fort Lupton	2,050	5.13%	\$ 1,184,695
Fort Morgan	3,600	9.00%	\$ 2,080,440
Lafayette	1,800	4.50%	\$ 1,040,220
Lefthand W.D.	4,900	12.25%	\$ 2,831,710
Morgan County Q.W.D.	1,300	3.25%	\$ 751,270
Severance	2,000	5.00%	\$ 1,155,800
Windsor	3,300	8.25%	\$ 1,907,070
Total	40,000	100.00%	\$ 23,116,000





SUBJECT FOR DISCUSSION

Increase the Internet Speeds for City Hall, Police Department, and Recreation Center for a Combined Amount Not to Exceed \$2,272.50 Per Month for 36 Months Allocated from the General Services Funds

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Currently the City Hall, Police Department, and Recreation Center are on the same Internet Services with Comcast. The City Hall and Police Department are running on 400Mbps while the Recreation Center has a 50Mbps back to the City Hall. With the growth of the City, adding staff, online programs, and virtual meetings, the City has hit the top of the 400Mbps connection a few times. IT would like to request an upgrade of Internet Services with Comcast that would give the City Hall and Police Department a dedicated 1GB connection and bring the Recreation Center up to 100Mbps for an additional \$243.50 per month for a total of \$2,272.50 monthly for 36 months. Also, in the attachments is a screenshot of the times that we have hit the max, which can be seen at its highest point in red.

FINANCIAL CONSIDERATIONS

The General Fund (84%), Community Center (7.7%) and the Recreation Center (8.3%) will share the cost in the general services accounts.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

The City can choose to stay with the current service of 400/50, which is under contract until 03/2023. The City can wait to see if Allo Communications will be available in 2023.

STAFF RECOMMENDATIONS

IT recommends moving forward with the new 36-month contract with Comcast for a 1024/100 service

Attachments:

- a. Comcast Service Order
- b. Comcast Ticket and Service Report

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

MSA ID#: CO-292736-mande-23096040

SO ID#: 23096040

Account Name: CITY OF FORT LUPTON

CUSTOMER INFORMATION (for notices)

Primary Contact: Travis Aksamitowski

Billing Account Name: CITY OF FORT LUPTON

INVOICE ADDRESS

Title:

Billing Name

Address 1: 130 S McKinley Ave

Address 1: 130 S McKinley Ave

Billing Contact: Travis Aksamitowski

Address 2:

Address 2:

Title:

City: Fort Lupton

City: Fort Lupton

Phone: 7204666113

State: Colorado

State: Colorado

Cell:

Zip Code: 80621

Zip: 80621

Fax:

Tax Exempt: Yes

Phone: (720) 466-6113

Email: taksamitowski@fortluptonco.gov

* If Yes, please provide and attach all applicable tax exemption certificates

Cell:

Fax:

Email: taksamitowski@fortluptonco.gov

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 36

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	\$2,029.00
Current Trunk Services Monthly Recurring Charges:	\$0.00
Total Current Monthly Recurring Charges (all Services):	\$2,029.00

Change Monthly Recurring Charges:	\$243.50
Change Trunk Services Monthly Recurring Charges:	\$0.00
Change Monthly Recurring Charges (all Services):	\$243.50

Total Monthly Recurring Charges:	\$2,272.50
Total Trunk Services Monthly Recurring Charges:	\$0.00
Total Monthly Recurring Charges (all Services):	\$2,272.50

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	\$0.00
Total Trunk Services Standard Installation Fees:	\$0.00
Total Standard Installation Fees (all Services):	\$0.00

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	\$0.00
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SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	\$0.00

Change Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	\$0.00

Total Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Equipment Fee Monthly Recurring Charges (All Services)	\$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

The Comcast Voice Services may have the 911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Comcast must have the correct service address and, where applicable, location details ("Registered Service Location"). Registered Service Location may include, subject to any character limitations, location details such as a floor and/or office number, in addition to street address, for each telephone number and extension used by the Customer. If the Voice Services or any Voice Services device is moved to a different location without Customer providing updated Registered Service Location information, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, emergency responders may be unable to locate the emergency on the premises and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed may also increase these risks.
- Customer is solely responsible for informing Comcast of initial Registered Service Locations for each telephone number and extension and of all changes to Registered Service Locations for the Voice Services, including subsequent moves, additions or deletions of stations. Customer is also responsible for programming its PBX system to reflect these Registered Service Locations. Customer will inform Comcast of changes to any Registered Service Location for each telephone number and extension by calling Comcast at 1-855-368-0600 or by opening a trouble ticket in the Comcast Care Center Portal. The contact number or method for making such updates are subject to change from time to time.
- The Voice Services use electrical power in the Customer's premises, as well as the Customer's underlying broadband service. If there is an electrical power outage or underlying broadband service outage, 911 calling may be interrupted. Similarly, calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment failure, or another technical problem.
- If the Registered Service Location provided in conjunction with the use of Comcast Equipment is deemed to be in an area that is not supported for 911 calls, Customer will not have direct access to either basic 911 or E911. In this case, Customer 911 calls will be sent to an emergency call center. A trained agent at the emergency call center will ask for the caller's name, telephone number and location, and then will contact the local emergency authority for that area in order to send help.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE 911 LIMITATIONS OF THE VOICE SERVICES

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature:	Signature:	Sales Rep:	STEFANIE VINSON
Name:	Name:	Sales Rep E-Mail:	stefanie_vinson@comcast.com
Title:	Title:	Region:	Mountain West
Date:	Date:	Division:	West



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: CITY OF FORT LUPTON

Date: 11/29/2022

MSA ID#: CO-292736-mande-23096040

SO ID#: 23096040

Short Description of Service:

Service Term: 36 MONTHS

PAGE 2 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	Renew	Remove	EDI - Network Interface - Gig E	Port	CITY OF FORT LUPTON PD / 130	-	Interstate	1	\$0.00	\$0.00
002	Renew	Remove	EDI - Bandwidth	400 Mbps	CITY OF FORT LUPTON PD / 130	-	Interstate	1	(\$1,470.00)	\$0.00
003	Renew	Remove	IPv4 Static Address Block /28 (14)	Static IP	CITY OF FORT LUPTON PD / 130	-	Interstate	1	(\$30.00)	\$0.00
004	-	-	-	-	-	-	-	-	\$0.00	\$0.00
005	Renew	Add	EDI - Network Interface - Gig E	Port	CITY OF FORT LUPTON PD / 130	-	Interstate	1	\$0.00	\$0.00
006	Renew	Add	EDI - Bandwidth	1000 Mbps	CITY OF FORT LUPTON PD / 130	-	Interstate	1	\$1,670.00	\$0.00
007	Renew	Add	IPv4 Static Address Block /28 (14)	Static IP	CITY OF FORT LUPTON PD / 130	-	Interstate	1	\$30.00	\$0.00
008	-	-	-	-	-	-	-	-	\$0.00	\$0.00
009	-	-	-	-	-	-	-	-	\$0.00	\$0.00
010	Renew	Remove	Ethernet Network Interface - Gig E	Port	CITY OF FORT LUPTON PD / 130	CITY OF FORT LUPTON / 203 S HA	Interstate	1	(\$191.14)	\$0.00
011	Renew	Remove	EPL - Basic Network Bandwidth	50 Mbps	CITY OF FORT LUPTON PD / 130	CITY OF FORT LUPTON / 203 S HA	Interstate	1	(\$337.86)	\$0.00
012	-	-	-	-	-	-	-	-	\$0.00	\$0.00
013	Renew	Add	Ethernet Network Interface - Gig E	Port	CITY OF FORT LUPTON PD / 130	CITY OF FORT LUPTON / 203 S HA	Interstate	1	\$226.91	\$0.00
014	Renew	Add	EPL - Basic Network Bandwidth	100 Mbps	CITY OF FORT LUPTON PD / 130	CITY OF FORT LUPTON / 203 S HA	Interstate	1	\$345.59	\$0.00
015	-	-	-	-	-	-	-	-	\$0.00	\$0.00
016	-	-	-	-	-	-	-	-	\$0.00	\$0.00
017	-	-	-	-	-	-	-	-	\$0.00	\$0.00
018	-	-	-	-	-	-	-	-	\$0.00	\$0.00
019	-	-	-	-	-	-	-	-	\$0.00	\$0.00
020	-	-	-	-	-	-	-	-	\$0.00	\$0.00
021	-	-	-	-	-	-	-	-	\$0.00	\$0.00
022	-	-	-	-	-	-	-	-	\$0.00	\$0.00
023	-	-	-	-	-	-	-	-	\$0.00	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00
026	-	-	-	-	-	-	-	-	\$0.00	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	-	-	-	-	-	-	-	-	\$0.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	-	-	-	-	-	-	-	-	\$0.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	-	\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL:

\$243.50

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: CITY OF FORT LUPTON

Date: 11/29/2022

MSA ID#: CO-292736-mande-23096040

SO ID#: 23096040

PAGE 3 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
051	-	-			-	-			\$0.00	\$0.00
052	-	-			-	-			\$0.00	\$0.00
053	-	-			-	-			\$0.00	\$0.00
054	-	-			-	-			\$0.00	\$0.00
055	-	-			-	-			\$0.00	\$0.00
056	-	-			-	-			\$0.00	\$0.00
057	-	-			-	-			\$0.00	\$0.00
058	-	-			-	-			\$0.00	\$0.00
059	-	-			-	-			\$0.00	\$0.00
060	-	-			-	-			\$0.00	\$0.00
061	-	-			-	-			\$0.00	\$0.00
062	-	-			-	-			\$0.00	\$0.00
063	-	-			-	-			\$0.00	\$0.00
064	-	-			-	-			\$0.00	\$0.00
065	-	-			-	-			\$0.00	\$0.00
066	-	-			-	-			\$0.00	\$0.00
067	-	-			-	-			\$0.00	\$0.00
068	-	-			-	-			\$0.00	\$0.00
069	-	-			-	-			\$0.00	\$0.00
070	-	-			-	-			\$0.00	\$0.00
071	-	-			-	-			\$0.00	\$0.00
072	-	-			-	-			\$0.00	\$0.00
073	-	-			-	-			\$0.00	\$0.00
074	-	-			-	-			\$0.00	\$0.00
075	-	-			-	-			\$0.00	\$0.00
076	-	-			-	-			\$0.00	\$0.00
077	-	-			-	-			\$0.00	\$0.00
078	-	-			-	-			\$0.00	\$0.00
079	-	-			-	-			\$0.00	\$0.00
080	-	-			-	-			\$0.00	\$0.00
081	-	-			-	-			\$0.00	\$0.00
082	-	-			-	-			\$0.00	\$0.00
083	-	-			-	-			\$0.00	\$0.00
084	-	-			-	-			\$0.00	\$0.00
085	-	-			-	-			\$0.00	\$0.00
086	-	-			-	-			\$0.00	\$0.00
087	-	-			-	-			\$0.00	\$0.00
088	-	-			-	-			\$0.00	\$0.00
089	-	-			-	-			\$0.00	\$0.00
090	-	-			-	-			\$0.00	\$0.00
091	-	-			-	-			\$0.00	\$0.00
092	-	-			-	-			\$0.00	\$0.00
093	-	-			-	-			\$0.00	\$0.00
094	-	-			-	-			\$0.00	\$0.00
095	-	-			-	-			\$0.00	\$0.00
096	-	-			-	-			\$0.00	\$0.00
097	-	-			-	-			\$0.00	\$0.00
098	-	-			-	-			\$0.00	\$0.00
099	-	-			-	-			\$0.00	\$0.00
100	-	-			-	-			\$0.00	\$0.00
101	-	-			-	-			\$0.00	\$0.00
102	-	-			-	-			\$0.00	\$0.00
* Services Location Details attached Charges are Exclusive of Equipment Fees									PAGE 3 SUBTOTAL:	\$0.00
										\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: CITY OF FORT LUPTON

Date: 11/29/2022

MSA ID#: CO-292736-mande-23096040

SO ID#: 23096040

PAGE 4 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
103	-	-			-	-			\$0.00	\$0.00
104	-	-			-	-			\$0.00	\$0.00
105	-	-			-	-			\$0.00	\$0.00
106	-	-			-	-			\$0.00	\$0.00
107	-	-			-	-			\$0.00	\$0.00
108	-	-			-	-			\$0.00	\$0.00
109	-	-			-	-			\$0.00	\$0.00
110	-	-			-	-			\$0.00	\$0.00
111	-	-			-	-			\$0.00	\$0.00
112	-	-			-	-			\$0.00	\$0.00
113	-	-			-	-			\$0.00	\$0.00
114	-	-			-	-			\$0.00	\$0.00
115	-	-			-	-			\$0.00	\$0.00
116	-	-			-	-			\$0.00	\$0.00
117	-	-			-	-			\$0.00	\$0.00
118	-	-			-	-			\$0.00	\$0.00
119	-	-			-	-			\$0.00	\$0.00
120	-	-			-	-			\$0.00	\$0.00
121	-	-			-	-			\$0.00	\$0.00
122	-	-			-	-			\$0.00	\$0.00
123	-	-			-	-			\$0.00	\$0.00
124	-	-			-	-			\$0.00	\$0.00
125	-	-			-	-			\$0.00	\$0.00
126	-	-			-	-			\$0.00	\$0.00
127	-	-			-	-			\$0.00	\$0.00
128	-	-			-	-			\$0.00	\$0.00
129	-	-			-	-			\$0.00	\$0.00
130	-	-			-	-			\$0.00	\$0.00
131	-	-			-	-			\$0.00	\$0.00
132	-	-			-	-			\$0.00	\$0.00
133	-	-			-	-			\$0.00	\$0.00
134	-	-			-	-			\$0.00	\$0.00
135	-	-			-	-			\$0.00	\$0.00
136	-	-			-	-			\$0.00	\$0.00
137	-	-			-	-			\$0.00	\$0.00
138	-	-			-	-			\$0.00	\$0.00
139	-	-			-	-			\$0.00	\$0.00
140	-	-			-	-			\$0.00	\$0.00
141	-	-			-	-			\$0.00	\$0.00
142	-	-			-	-			\$0.00	\$0.00
143	-	-			-	-			\$0.00	\$0.00
144	-	-			-	-			\$0.00	\$0.00
145	-	-			-	-			\$0.00	\$0.00
146	-	-			-	-			\$0.00	\$0.00
147	-	-			-	-			\$0.00	\$0.00
148	-	-			-	-			\$0.00	\$0.00
149	-	-			-	-			\$0.00	\$0.00
150	-	-			-	-			\$0.00	\$0.00
151	-	-	-		-	-	-		\$0.00	\$0.00
152	-	-	-		-	-	-		\$0.00	\$0.00
153	-	-	-		-	-	-		\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$0.00

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 11/29/2022 MSA ID#: CO-292736-mande-23096040 SO ID#: 23096040 Account Name: CITY OF FORT LUPTON

PAGE 5 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	CITY OF FORT LUPTON PD	130 S MCKINLEY AVE		FORT LUPTON	CO	80621	\$0.00				
2	CITY OF FORT LUPTON	203 S HARRISON AVE		FORT LUPTON	CO	80621	\$0.00				
3											
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9											
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COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 11/29/2022

MSA ID#:

CO-292736-mande-23096040

SO ID#:

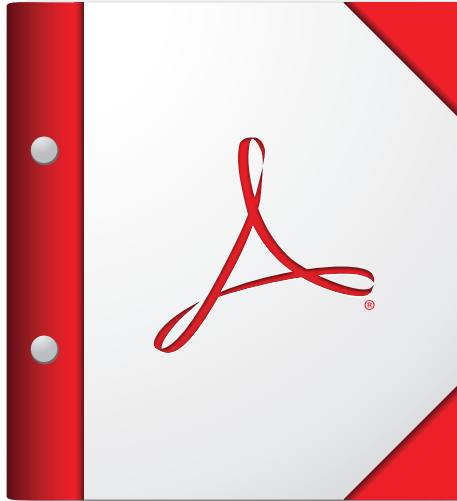
23096040

Account Name:

CITY OF FORT LUPTON

PAGE 6 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
38											
39											
40											
41											
42											
43											
44											
45											
46											
47											
48											
49											
50											
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City Council Meeting
Date: January 3, 2023
Staff: Todd Hodges,
Planning Director
Jake Freier, GIS Specialist

AM 2023-005
Public Hearing ☐

SUBJECT FOR DISCUSSION

Approve a Resolution Adopting the Three Mile Area Plan for 2023.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Fort Lupton's Three Mile Area Plan provides direction concerning land use issues and infrastructure needs for lands within three (3) miles of the current boundaries of the City of Fort Lupton. The plan identifies issues that should be taken into consideration prior to any parcel of land being annexed into the City of Fort Lupton, but does not propose the annexation of any lands near the City of Fort Lupton. Annexation of any land into the City of Fort Lupton remains an individual landowner decision. This Plan addresses requirements for the Three Mile Area Plan as outlined in Colorado Revised Statute § 31-12-105(1)(e), as amended.

The size of the Three Mile Area boundary increased by approximately 0.74 square miles (473 acres) over the past year with the completion of Hagler Annexation Nos. 1-4 in Quadrant II. The Three Mile Area Boundary now encompasses approximately 166.19 square miles in total.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

If adopted, the Three Mile Area Plan for 2023 will be provided to Weld County in conformance with the existing Coordinated Planning Agreement.

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Staff recommends Council adopt the proposed Three Mile Area Plan for 2023.

Attachments:

- a. Proposed Resolution No. 2023-xxx
- b. Three Mile Area Plan Report and Maps

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2023Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE CITY OF FORT LUPTON THREE MILE AREA PLAN

WHEREAS, the City Council finds that the Three Mile Area Plan provides as a guide giving direction to land use issues and infrastructure needs for lands within three (3) miles of the current boundaries of the City, and

WHEREAS, Colorado Revised Statute § 31-12-105(1)(e), as amended, addresses requirements for Three Mile Area Plans, and

WHEREAS, the Three Mile Area Plan conforms to the Colorado Revised Statutes and City codes and policies therein, and

WHEREAS, all submittal requirements for the public meeting have been met, and

WHEREAS, the City Council reviewed the Three Mile Area Plan and supporting documentation, referral comments, as well as citizen input in response to this Plan.

NOW THEREFORE BE IT RESOLVED, that the Fort Lupton City Council hereby approves the Three Mile Area Plan for the year 2023.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 3rd DAY OF JANUARY, 2023.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

City of Fort Lupton, Colorado

Three Mile Area Plan

Adopted January 2023



View of Longs Peak and Mount Meeker from the banks of the South Platte River



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This Plan has been created by the Planning staff at the City of Fort Lupton,
130 South McKinley Avenue,
Fort Lupton, Colorado 80621

INTRODUCTION

The City of Fort Lupton Three Mile Area Plan provides direction concerning land use issues and infrastructure needs for lands within three (3) miles of the current boundaries of the City of Fort Lupton. The Plan identifies issues that should be addressed prior to any parcel of land being annexed into the City of Fort Lupton, but does not propose the annexation of any lands near the City of Fort Lupton. Annexation of any land into the City of Fort Lupton remains a decision of the individual landowner. Finally, this Plan addresses requirements for the Three Mile Area Plan, as outlined in the Colorado Revised Statute 31-12-105 (1) (e), as amended.

The City of Fort Lupton needs to ensure that annexation opportunities are evaluated through careful consideration of both the current and future interests and needs of the community. The City of Fort Lupton has identified a desire to annex lands in an orderly manner that balances both the short- and long-term fiscal needs of the community. Annexation proposals should also balance business, residential and industrial land uses, to the greatest extent possible; with park and open space uses reserved to help maintain a balance of land uses within the community. Successful annexation applications to the City of Fort Lupton should focus on how any particular annexation will meet the goals of the Fort Lupton community as identified in the Comprehensive Plan. Annexation is a discretionary act available to the City of Fort Lupton; the submittal of an annexation petition is no guarantee that the subject property will be annexed into the community.

The City of Fort Lupton wishes to continue to work with Weld County to ensure that there is a smooth transition of land uses from urban to rural in the area near Fort Lupton. This plan was developed using a visual survey of the area, mapping information from the City of Fort Lupton and Weld County Planning Departments, and review by the City of Fort Lupton Planning Commission and City Council.

METHODOLOGY

Criteria to be considered when determining which lands near the City of Fort Lupton might be desirable for annexation include:

- Areas which will broaden the range of housing types in the City of Fort Lupton and expand the permanent resident population.
- Areas that have enough buildable land so that all desired City land uses can be accommodated.
- Areas close to the City that are, or can easily be, urban in nature and can be served by City services and utilities with little or no negative physical or economic impact on the community.
- Areas that help strengthen the economy of Fort Lupton.
- Areas that promote infill development.
- Areas that share a community of interest with the City of Fort Lupton.

No land in unincorporated Weld County is specifically designated for annexation in this plan. The analysis that follows will only identify areas that may be considered desirable for future urban uses, can easily be served by current services and facilities, are existing residential subdivisions, are needed to provide open space for the community, or will be logical for the expansion of the City of Fort Lupton urban area.

Thanks are due to the Planning Commission, City Council, and the planning staff of the City of Fort Lupton for their thorough review of this document. Comments from the entire process have been incorporated into the adopted Plan.

STUDY AREA

To address the lands within a three (3) mile area of the City of Fort Lupton, the Plan divides the area into four (4) quadrants, identified as Quadrant I, Quadrant II, Quadrant III, and Quadrant IV. Specific areas referred to in the Three Mile Area Plan will be done by the Township Range style, a common method for identifying land areas across the United States.

The location of each of the quadrants within the three (3) mile area is identified on the Three Mile Area Boundary Map. The general character of each of the four (4) quadrants is described and classified according to the following six (6) categories:

- Description
- Land Use
- Community Services
- Transportation
- Utility Provisions
- Open Space, Parks, and Recreation

The four (4) quadrants are included within the City of Fort Lupton Three Mile Area Plan and are generally eligible for annexation to the City of Fort Lupton, under the provisions of the Colorado Revised Statutes. Inclusion in this plan does not assume properties will be annexed into the City or guarantee annexation, should it be requested by property owners.

For analysis purposes, the lands within three (3) miles of the corporate limits of the City of Fort Lupton have been divided into four (4) quadrants. The organization of the sections or quadrants was based on the professional judgment of the City of Fort Lupton planning staff. The quadrant boundaries were determined by using the major arterial highways of Colorado State Highway (SH) 52 and United States Highway (US) 85, as a guide.

STATUTORY REQUIREMENT

According to Colorado Revised Statute 31-12-105 (1) (e), as amended, the Three Mile Area Plan shall generally describe the location, character, and extent of areas within three (3) miles of the City boundary and shall address streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, other public ways, grounds, public utilities, proposed land use, terminals for water, light, sanitation, transportation, and power to be provided by the municipality; some of these items will not be considered or addressed by this Plan, as they are not relevant to the City (e.g. subway). Those relevant items will be discussed within each annexation category or quadrant. In addition, the potential impact on community services such as police, fire, schools and administrative services is contemplated in each category analysis.

ANNEXATION ELIGIBILITY AND PROCESSING REQUIREMENT

An annexation petition must meet all of the requirements of the Colorado Municipal Annexation Act and its amendments, as well as applicable and specific City of Fort Lupton Municipal Code criteria. In addition, a conceptual planning map(s) shall be provided that illustrates all existing and proposed streets, easements, and other right-of-way connections in the subject property to the existing City streets and right-of-way; location of the current and proposed City boundary; and proposed land use and zoning concepts, if developed.

CITY PERSPECTIVE ON ANNEXATION

The current position of the City of Fort Lupton is to annex those lands that offer material benefit to the City's infrastructure and economic development, while not compromising its small-town atmosphere. While infill development would afford some potential for development within the current City boundaries, other opportunities are available on nearby lands. These lands lend themselves to a mixture of commercial, industrial, and residential development, the conservation of open space, and the creation of recreational opportunities. Annexation requests that demonstrate favorable benefits to the residents and taxpayers of the City and contribute to the City's goals for quality growth and enhanced community character will be favorably considered for inclusion into the City. In addition, the City desires to control the development of adjacent private lands in order to preserve and promote the best interests of the City and its citizens.

The City intends to ensure that adequate community resources, public facilities, and services are in place or provided for at the time of new development in the City of Fort Lupton. Facilities and services include but are not limited to potable water supply, wastewater treatment, storm water drainage, fire protection, police protection, parks, libraries, and schools. The City of Fort Lupton will assess the proportionate share of costs of expanding facilities to new development. However, in general, new development in the City of Fort Lupton should pay its own way, and cover the capital costs of infrastructure and maintenance.

3 MILE AREA COOPERATION

The City of Fort Lupton works cooperatively with Weld County and neighboring municipalities on the review of development proposals in the area near the City of Fort Lupton. Weld County provides the City with the opportunity to review and comment on any development proposal within three (3) miles of the City limits; Fort Lupton has responded when projects warranted a response. The City, County, and neighboring municipalities should strive to take a consistent approach to land use development.

QUADRANT I

Description:

Township 2 North, Range 65 West, Sections 19 and 29-32, and *parts* of Sections 18 and 20. Township 2 North, Range 66 West, Sections 3-5, 8-10, 14-17, 20-29, and 32-36, and *parts* of Sections 6, 7, 13, 18, and 31. Township 3 North, Range 66 West, Sections 29, 32 and 33 and *parts* of Sections 28, 30, 31 and 34. In addition, *parts* of Sections 5 and 6 in Township 1 North, Range 65 West and *parts* of Sections 1-6 in Township 1 North, Range 66 West. This area totals forty-one (41) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture. The topography is generally flat; the hydrology of the quadrant includes the Platteville and Fulton Ditches.

Land Use:

Rural residential, homesteads, dry agriculture, irrigated agriculture, oil and gas facilities, Platte Valley Air Park, water storage, a transmission power station, a solar panel farm, the City of Fort Lupton Water Treatment Plant, commercial, and industrial uses currently make up the land uses found in the area identified as Quadrant I.

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, Downtown Mixed-Use, 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 twenty-one (21) acres.

Some areas within the quadrant, located adjacent to US 85, south of County Road (CR) 16 and north of SH 52 are considered an enclave. Annexation of these areas into the City would promote infill development.

Transportation:

The quadrant is bound to the south by SH 52 and to the west by US 85, providing arterial access to the area. CR 14, 16, 18, 20, 22, 26, 28, 29.5, 30, 31, 35, 37, 39 and 41 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

Utility Provisions:

City water utilities extend east on 14th Street to CR 33, north to CR 16 and east to the City of Fort Lupton Water Treatment Plant, located east of CR 35. In addition, Central Weld Water District, and individual well and septic systems serve the area.

Community Services:

Currently the Weld County Sheriff's Department, Fort Lupton Fire Protection District, and Weld County RE-8 School District provide services to the unincorporated area. In the event of annexation, fire protection and the school district would remain the same. Police protection, however, would be provided by the City of Fort Lupton Police Department.

Open Space, Parks & Recreation:

Much of the land in this area is dry agricultural and irrigated agricultural land. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, and parks and open space. Should the City of Fort Lupton ever develop to the point of annexing land in this area, planning should include discussions on preserving as much open farm and ranch land as possible. If annexed, park, recreation, open space, and trail opportunities should be developed in accordance with the City of Fort Lupton Comprehensive Plan.

Summary:

As indicated under the *Methodology* section of this document, land located in Quadrant I generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area. The current and proposed community and utility services retain the capacity of meeting current obligations, while supporting future needs.

QUADRANT II

Description:

Township 2 North, Range 66 West, Sections 19 and 30, and *parts* of Sections 6, 7, 18, and 31. Township 2 North, Range 67 West, Sections 1-5, 8-17, 20-29 and 31-36, and *parts* of Sections 6, 7, 18, 19, and 30. Township 3 North, Range 67 West, Sections 26, 27, 32-36, and *parts* of Sections 22, 23, 25, and 28-31. In addition, *parts* of Section 6 in Township 1 North, Range 66 West, *parts* of Sections 1-5 in Township 1 North, Range 67 West, and *parts* of Sections 30 and 31 in Township 3 North, Range 66 West. This area totals fifty-four (54) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture. The topography is generally flat; the hydrology of the quadrant includes the South Platte River, located west of US 85. The area along the South Platte River is identified as a Riparian Resource. Wildlife habitat of the area around the South Platte River includes: Geese, Great Blue Heron, Bald Eagle, Pelican, White Tail Deer, and Turkey habitat.

Land Use:

Rural residential, homesteads, farming, ranching, oil and gas facilities, gravel mining, water storage, commercial, and industrial use currently make up the land uses found in the area identified as Quadrant II.

As identified in the City of Fort Lupton Comprehensive Plan, land use types identified for this area include Agricultural & Rural Residential, Commercial Transition, Light Industrial & Office, Mineral Zone, 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 five (5) acres.

Some areas within the City limits, located adjacent to US 85, south of CR 18 and north of SH 52 are considered an enclave. Annexation of these areas into the City would promote infill development.

Transportation:

The quadrant is bound to the south by SH 52 and to the east by US 85, providing arterial access to the area. CR 13, 14, 14.5, 15, 16, 17, 18, 19, 20, 21, 21.5, 22, 22.5, 23, 24, 24.5, 25, 25.5, 26, and 28, and SH 66 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

Utility Provisions:

Central Weld Water District, and individual well and septic systems serve the area residents.

Community Services:

Currently the Weld County Sheriff's Department, Fort Lupton Fire Protection District, and Weld County RE-8 School District provide services to the unincorporated area. In the event of annexation, fire protection and the school district would remain the same. Police protection, however, would be provided by the City of Fort Lupton Police Department.

Open Space, Parks & Recreation:

Much of the area is dry agricultural, irrigated agricultural and riparian lands. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, parks and open space. Should the City of Fort Lupton ever develop to the point of annexing land in this area, planning should include discussions on preserving as much open farm and ranch land as possible. If annexed, park, recreation, open space, and trail opportunities should be developed in accordance with the City of Fort Lupton Comprehensive Plan.

Summary:

Land located in Quadrant II generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, lands in this area have the potential for annexation to the City. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area.

QUADRANT III

Description:

Parts of Sections 6, 7, 18, 19, 30, and 31 in Township 1 North, Range 66 West. Township 1 North, Range 67 West, Sections 7-28, and 36, and *parts* of Sections 1-6, 29, 30, and 32-35. *Parts* of Sections 1, 12, 13, and 24 in Township 1 North, Range 68 West. This area totals thirty-five (35) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture. The topography is generally flat; the hydrology of the quadrant includes the South Platte River, located west of US 85. The area along the South Platte River is identified as a Riparian Resource. Wildlife habitat of the area around the South Platte River includes: Geese, Great Blue Heron, Bald Eagle, Pelican, White Tail Deer, and Turkey habitat.

Land Use:

Rural residential, homesteads, dry agriculture, irrigated agriculture, oil and gas facilities, gravel mining, water storage, commercial, and industrial use currently make up the land uses found in the area identified as Quadrant III.

As identified in the City of Fort Lupton Comprehensive Plan, land use types identified for this area include Agricultural & Rural Residential, Commercial Transition, Light Industrial & Office, and Mineral Zone. 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 ten (10) acres.

Some areas within the City limits, located adjacent to US 85, south of SH 52, are considered an enclave. Annexation of these areas into the City would promote infill development.

Transportation:

The quadrant is bound to the north by SH 52 and to the east by US 85, providing arterial access to the area. CR 2, 4, 6, 8, 10, 12, 13, 15, 17, 19, 21, and 23 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

Utility Provisions:

Central Weld Water District, and individual well and septic systems serve the area residents.

Community Services:

Currently the Weld County Sheriff's Department, Fort Lupton Fire Protection District, and Weld County RE-8 School District provide services to the unincorporated area. In the event of annexation, fire protection and the school district would remain the same. Police protection, however, would be provided by the City of Fort Lupton Police Department.

Open Space, Parks & Recreation:

Much of the area is dry agricultural, irrigated agricultural and riparian lands. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, parks and open space. Should the City of Fort Lupton ever develop to the point of annexing land in this area, planning should include discussions on preserving as much open farm and ranch land as possible. If annexed, park, recreation, open space, and trail opportunities should be developed in accordance with the City of Fort Lupton Comprehensive Plan.

Summary:

Land located in Quadrant III generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, this area has the potential for annexation to the City. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area.

QUADRANT IV

Description:

Township 1 North, Range 65 West, Sections 7, 8 and 18, and *parts* of Sections 5, 6, 17 and 19. Township 1 North, Range 66 West, Sections 8-17, 20-24, 27-29, 32-34, and parts of 1-7, 18, 19, 25, 26, 30, 31, and 35. The area totals thirty-six (36) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture. The topography is generally flat; the hydrology of the quadrant includes the Fulton Ditch, located east of US 85.

Land Use:

Rural residential, homesteads, dry agriculture, irrigated agriculture, oil and gas facilities, commercial, and industrial uses currently make up the land uses found in the area identified as Quadrant IV.

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 seven (7) acres.

Some areas within the City limits, located adjacent to US 85, south of SH 52, are considered an enclave. Annexation of these areas into the City would promote infill development.

Transportation:

The quadrant is bound to the north by SH 52 and to the west by US 85, providing arterial access to the area. CR 2, 4, 6, 8, 10, 12, 29, 31, 33, 35, 37, 39 and 41 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

Utility Provisions:

With the exception of water and sewer service extended south to CR 8 along South Denver Avenue and water service extended east on CR 10.5 to CR 29, Central Weld Water District, and individual well and septic systems serve the area residents.

Community Services:

Currently the Weld County Sheriff's Department, Fort Lupton Fire Protection District, and Weld County RE-8 School District provide services to the unincorporated area. In the event of annexation, fire protection and the school district would remain the same. Police protection, however, would be provided by the City of Fort Lupton Police Department.

Open Space, Parks & Recreation:

Much of the land in this area is dry agricultural and irrigated agricultural land. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, parks and open space. Should the City of Fort Lupton ever develop to the point of annexing land in this area, planning should include discussions on preserving as much open farm and ranch land as possible. If annexed, park, recreation, open space, and trail opportunities should be developed in accordance with the City of Fort Lupton Comprehensive Plan.

Summary:

Land located in Quadrant IV generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, this area has the potential for annexation to the City. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area. The current and proposed community and utility services retain the capacity of meeting current obligations, while supporting future needs.

3- MILE ACRE TABULATION

QUADRANT	SQUARE MILES	TOTAL ACRES
I	40.8	26,135
II	54.2	34,666
III	35.2	22,549
IV	36.0	23,012

NOTE: In the case of identical ownership of properties that are within and extend beyond the three (3) mile area, the extended areas may be annexed so long as fifty (50) percent of the area lies within the three (3) mile boundary; in addition, the three (3) miles may be exceeded if necessary to annex an enterprise zone.

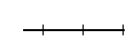
CONCLUSION

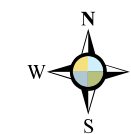
Land located in Quadrants I-IV generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, lands in these areas have the potential for annexation to the City. While annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area, the City of Fort Lupton will consider annexation where economically and environmentally logical. The current and proposed community and utility services retain the capacity of meeting current obligations, while supporting future needs.

The City of Fort Lupton considers the Three Mile Area Plan as an important guiding document for potential growth. It is expected that any annexation consideration, county development, or known or unknown competing interests will follow the principles of this and other community planning documents in the areas identified.

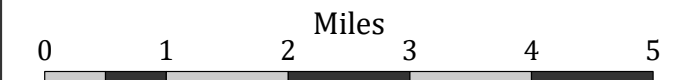
City of Fort Lupton Three Mile Area Plan 2023

Legend

-  Three Mile Area Plan Boundary with Quadrants
-  Boundary of Weld County parcels with at least 50% area within the 3 Mile Buffer
-  Weld County Parcels/ Adams County Parcels
-  Fort Lupton City Limits
-  Roads
-  Highways
-  Railroads
-  Water
-  Airport
-  Electricity Generation Facility
-  Wastewater Treatment Plant
-  Water Treatment Plant

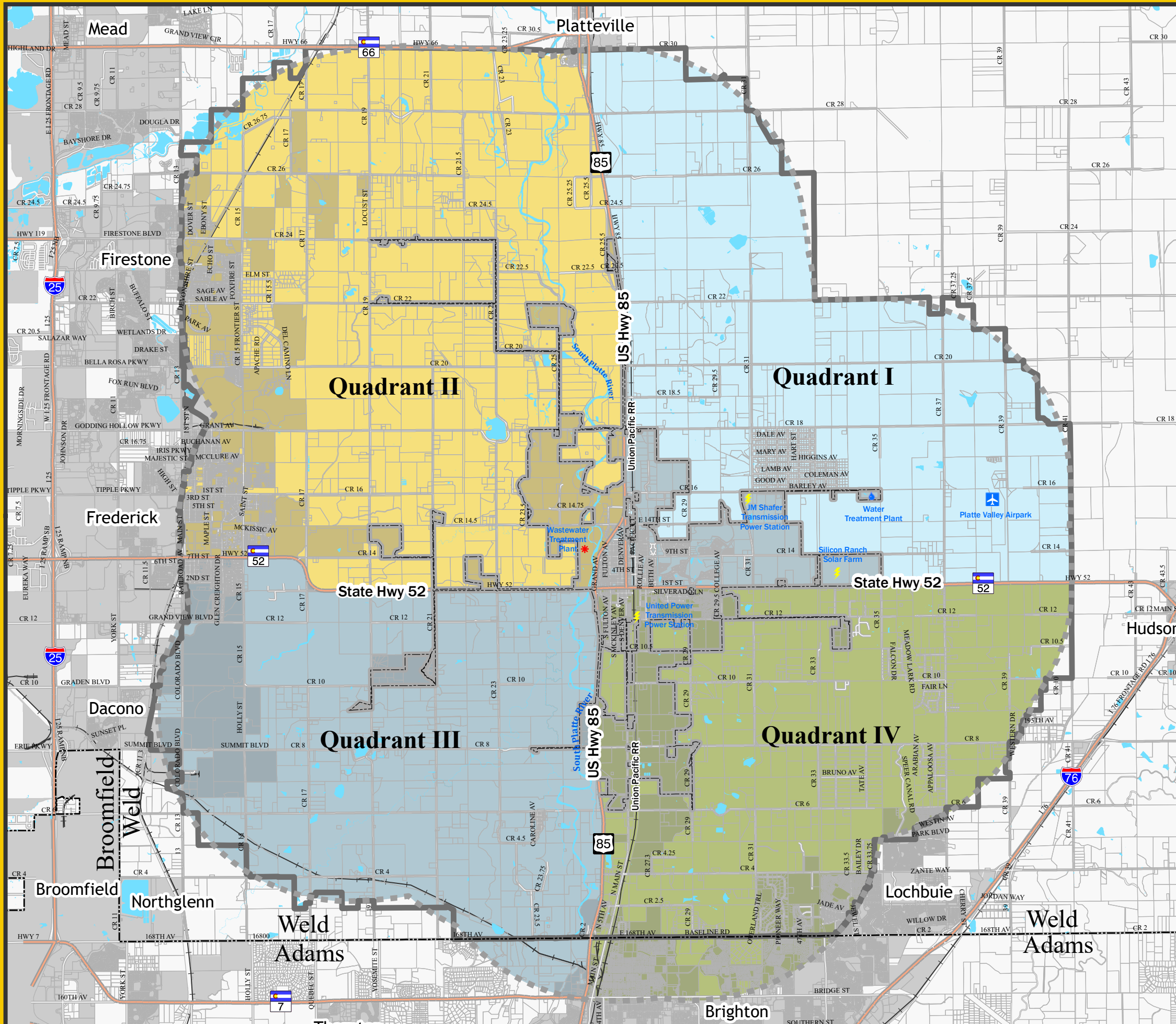


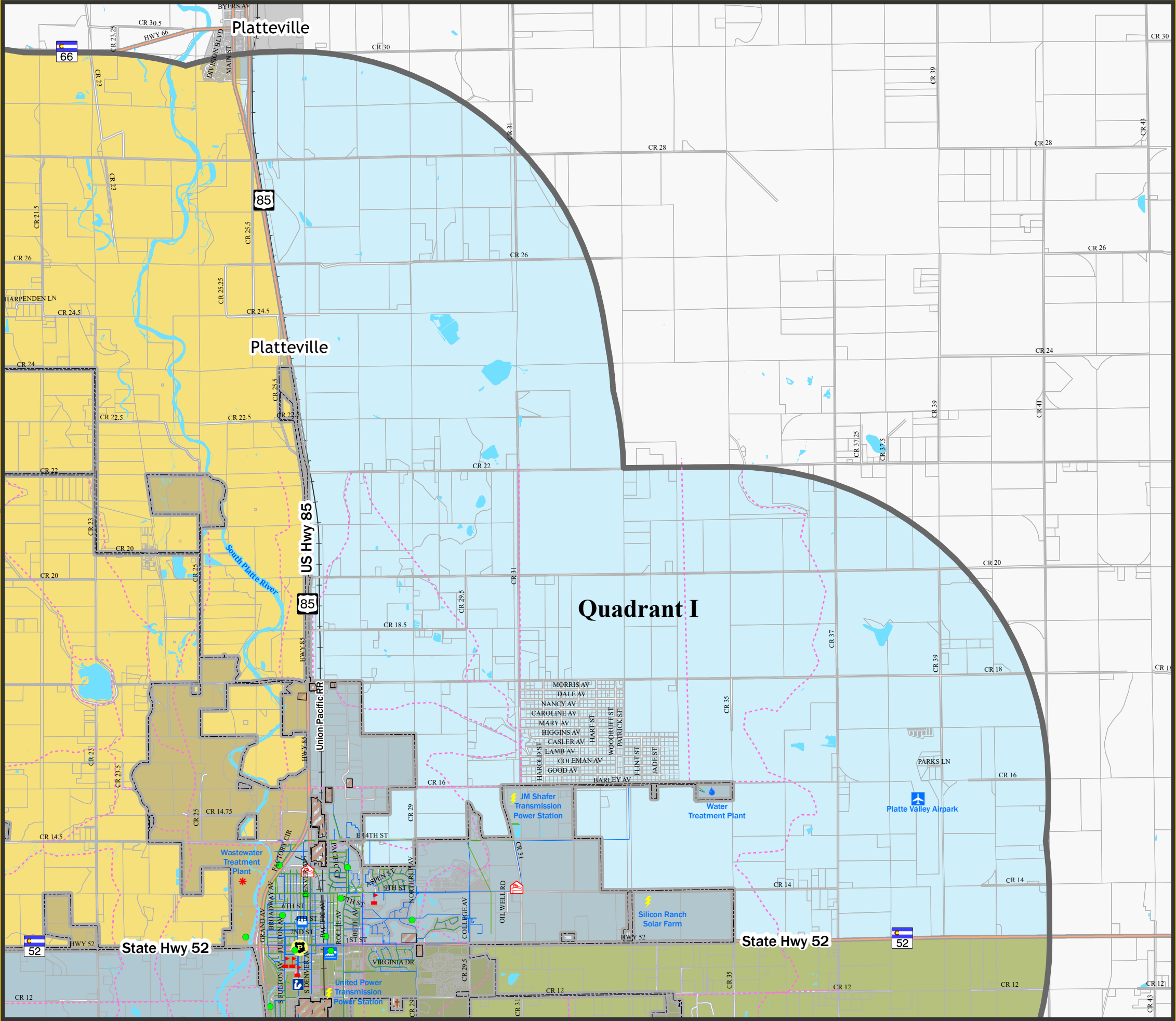
Fort Lupton
COLORADO



Data Sources: City of Fort Lupton GIS, Weld County GIS, Adams County GIS, Colorado Department of Transportation

Disclaimer: This map was designed and intended for City of Fort Lupton use only; it is not guaranteed to survey accuracy. This map is based on the best information available on the date shown on this map. The City of Fort Lupton makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of this map, nor accepts any liability arising from any incorrect, incomplete, or misleading information contained therein. Any reproduction or sale of this map, or portions thereof, is prohibited without the express written authorization by the City of Fort Lupton.





Quadrant I

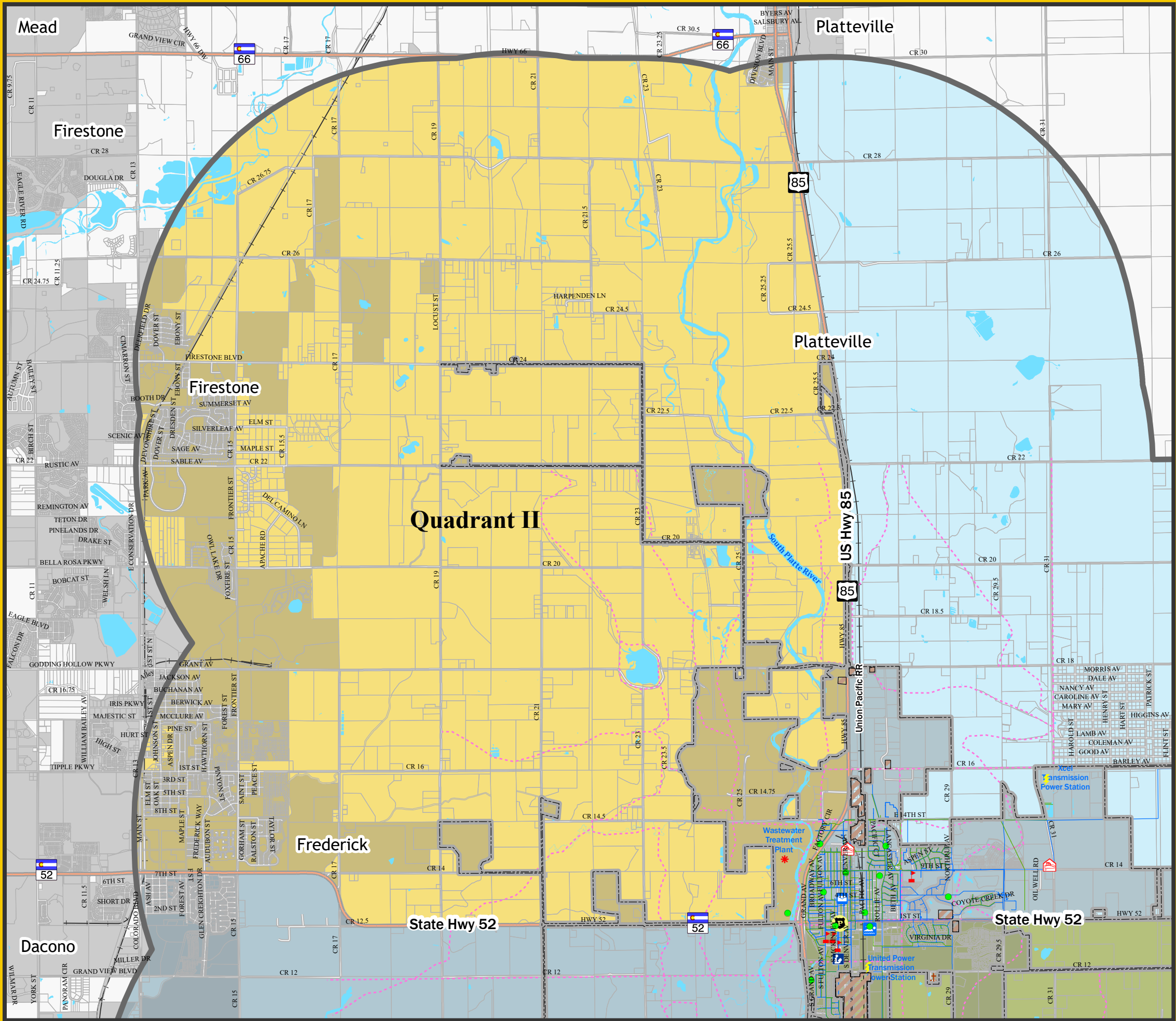
Legend

- Three Mile Parcel Boundary with Quadrants
- Weld County Parcels/ Adams County Parcels
- Fort Lupton City Limits
- Roads
- Highways
- Railroads
- Water
- Sanitary Sewer Lines
- Waterlines
- Planned Trails
- Infill
- Airport
- Electricity Generation Facility
- Wastewater Treatment Plant
- Water Treatment Plant
- Cemetery
- Parks
- Police Station
- School
- Fire Station
- Post Office
- Library
- Rec Center



Data Sources: City of Fort Lupton GIS, Weld County GIS, Adams County GIS, Colorado Department of Transportation

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Quadrant II

Legend



Three Mile Parcel Boundary with Quadrants



Weld County Parcels/ Adams County Parcels



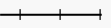
Fort Lupton City Limits



Roads



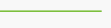
Highways



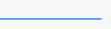
Railroads



Water



Sanitary Sewer Lines



Waterlines



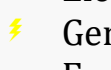
Planned Trails



Infill



Airport



Electricity Generation Facility



Wastewater Treatment Plant



Water Treatment Plant



Cemetery



Parks



Police Station



School



Fire Station



Post Office



Library

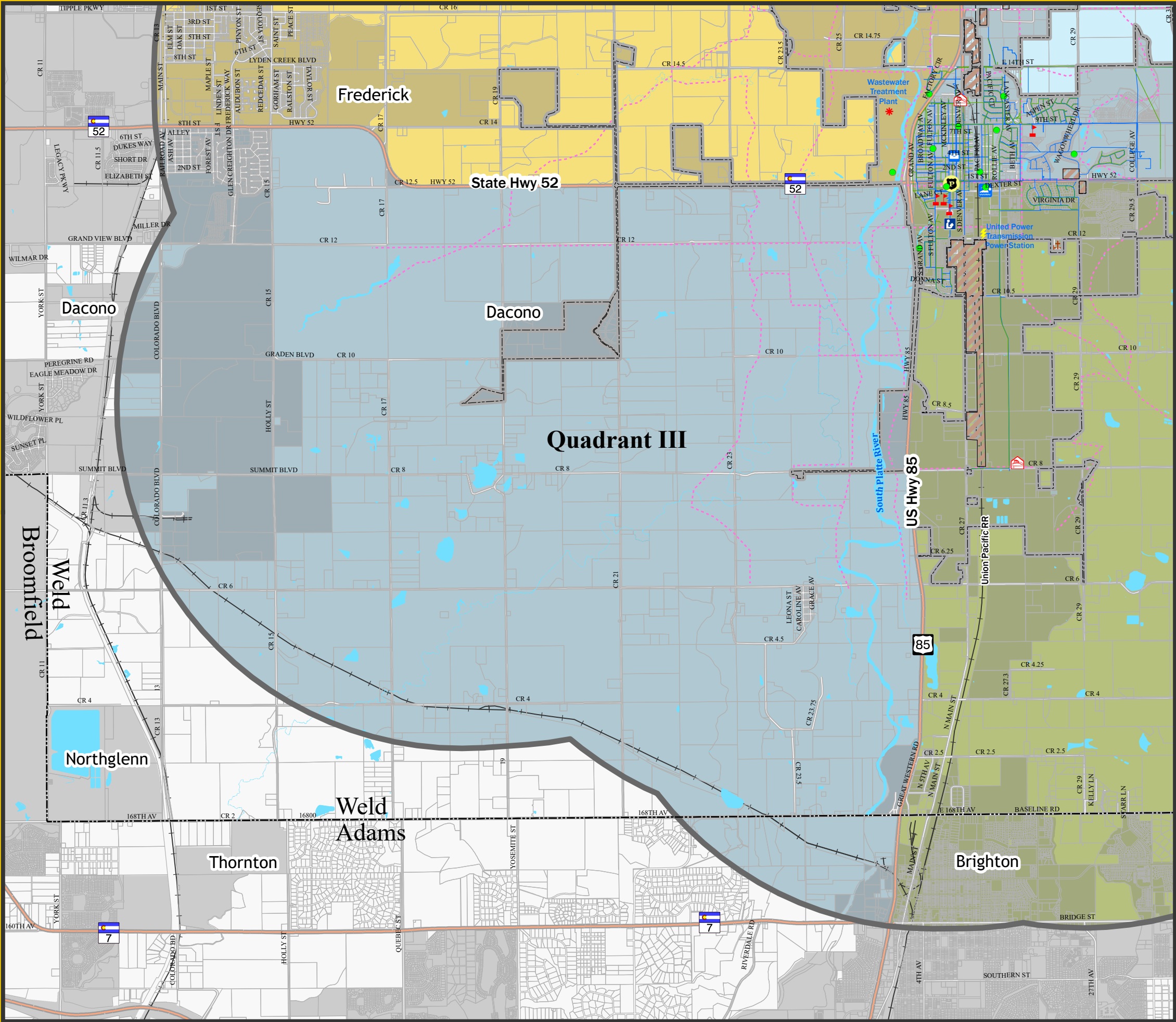


Rec Center



Data Sources: City of Fort Lupton GIS, Weld County GIS, Adams County GIS, Colorado Department of Transportation

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Quadrant III

Legend

	Three Mile Parcel Boundary with Quadrants
	Weld County Parcels/ Adams County Parcels
	Fort Lupton City Limits
	Roads
	Highways
	Railroads
	Water
	Sanitary Sewer Lines
	Waterlines
	Planned Trails
	Infill
	Airport
	Electricity Generation Facility
	Cemetery
	Police Station
	Fire Station
	Library
	Wastewater Treatment Plant
	Water Treatment Plant
	Parks
	School
	Post Office
	Rec Center



Data Sources: City of Fort Lupton GIS, Weld County GIS, Adams County GIS, Colorado Department of Transportation

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The map displays the Brighton area in Weld County, Colorado, with a focus on Quadrant IV. The map includes the following details:

- Geographic Features:** The South Platte River is shown on the left side of the map. The area is divided into Brighton, Lochbuie, and Hudson.
- Major Roads:** US Hwy 85 runs vertically on the left. State Hwy 52 runs horizontally at the top. I-76 runs diagonally on the right side.
- Local Streets:** Numerous local streets are labeled, including 1st St, 2nd St, 3rd St, 4th St, 5th St, 6th St, 7th St, 8th St, 9th St, 10th St, 11th St, 12th St, 13th St, 14th St, 15th St, 16th St, 17th St, 18th St, 19th St, 20th St, 21st St, 22nd St, 23rd St, 24th St, 25th St, 26th St, 27th St, 28th St, 29th St, 30th St, 31st St, 32nd St, 33rd St, 34th St, 35th St, 36th St, 37th St, 38th St, 39th St, 40th St, 41st St, 42nd St, 43rd St, 44th St, 45th St, 46th St, 47th St, 48th St, 49th St, 50th St, 51st St, 52nd St, 53rd St, 54th St, 55th St, 56th St, 57th St, 58th St, 59th St, 60th St, 61st St, 62nd St, 63rd St, 64th St, 65th St, 66th St, 67th St, 68th St, 69th St, 70th St, 71st St, 72nd St, 73rd St, 74th St, 75th St, 76th St, 77th St, 78th St, 79th St, 80th St, 81st St, 82nd St, 83rd St, 84th St, 85th St, 86th St, 87th St, 88th St, 89th St, 90th St, 91st St, 92nd St, 93rd St, 94th St, 95th St, 96th St, 97th St, 98th St, 99th St, 100th St.
- Landmarks:** The Silicon Ranch Solar Farm is located in the upper right quadrant. The Brighton area is labeled in the center and bottom left.
- Infrastructure:** The Union Pacific Railroad is shown running vertically through the center of the map.
- Other Features:** The map includes various colored areas representing different land uses, such as green for agricultural land and brown for developed areas.



SUBJECT FOR DISCUSSION

Approve Additional Payment to United Power From the Undergrounding Fund for Construction Overage Cost of \$84,715.15

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The undergrounding project of overhead power lines along 9th Street from Twombly Elementary School to College Avenue was approved by Council on September 3, 2019. The original City's cost project estimate provided by United Power was for \$761,296.47 of a total project cost of \$909,803.55 paid out of the City's undergrounding fund.

Final project cost is \$1,079,233.86 of which an additional \$100,250.00 is deemed the responsibility of the City.

\$28,280	Traffic Control
\$58,965	Pot holing Hydrovac
\$10,800	Survey
\$ 2,205	Storage

Chris negotiated with the project manager to share overage costs and reduce the City's part to \$84,715.15.

Undergrounding was completed August of 2022. Poles remain to be removed.

FINANCIAL CONSIDERATIONS

The Undergrounding Fund with United Power balance is currently approximately \$1,000,000. This additional charge for the 9th Street undergrounding project will leave approximately \$915,284.85 available for future projects.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

- Approve additional Underground Funds
- Do not approve
- Pay amount owed from General Fund.

STAFF RECOMMENDATIONS

Staff recommends approving the additional \$84,715.15 from the Undergrounding Fund with United Power.

Attachments: a. United Power Invoice

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

December 19, 2022

City of Fort Lupton
130 South McKinley Ave.
Fort Lupton, CO 80621



Re: Invoice for Actual Cost Difference on Work Order #201906006
9th St Overhead to Underground Conversion

Dear Chris Cross:

Enclosed is an invoice in the amount of \$84,715.15.

Upon completion of this project, we compared the final project cost to your construction deposit. Changes during construction at the request of or on behalf of the customer, resulted in a cost of construction overage. These charges were accrued due to additional traffic control and hydrovac required on the planned underground bores, and for survey work and storage containers not planned for nor estimated. Itemized breakdown of Fort Lupton's portion of the overages provided on page 2. United Power has agreed to evenly split the remaining overage, reducing the original invoice of \$100,250. Per our Tariff E-007, on file with the Colorado Public Utilities Commission or available upon request, we are invoicing the balance due to United Power.

Estimated Project Cost:

Design/Material/Construction/Administration & General Expenses	\$ 909,803.55
Less United Power Expenses, if applicable	\$ (148,507.08)
Net Construction Deposit Paid (Approved Underground Funds)	<u>\$ 761,296.47</u>

Final Project Cost:

Design/Material/Construction/Administration & General Expenses	\$ 1,079,233.86
Approved Underground Funds Applied	\$ (761,296.47)
Less United Power Expenses, if applicable	\$ (148,507.08)
Less Overages United Power Expenses (not member responsibility)	\$ (84,715.16)
Net Final Construction Cost	<u>\$ 84,715.15</u>

Balance Due Within 30 Days (invoice enclosed)	<u>\$ 84,715.15</u>
--	----------------------------

I have enjoyed working with you and hope you will call me again if you have need of our services. If you have any questions, please give me a call at 720-280-8946.

Sincerely,

Chris Arnott

Chris Arnott
Project Coordinator

CA:mz

Enclosure

Breakdown of Overages

Category	Charge
Traffic Control	\$28,280.00
Hydrovac	\$58,965.00
Survey	\$10,800.00
Storage	\$2,205.00
	\$100,250.00

Figure 1. Total sum of all overage charges

Bore Date	Traffic	Hydrovac
12/4/2020	\$5,271.75	\$5,670.00
12/18/2020	\$4,910.00	\$5,985.00
12/25/2020	\$3,514.50	\$9,585.00
1/15/2021	\$0.00	\$18,645.00
1/28/2021	\$17,070.63	\$17,325.00
2/12/2021	\$959.00	\$1,755.00
Remainder of Job	\$20,001.63	\$0.00
Less Anticipated TC	-\$23,447.51	
SUM	\$28,280.00	\$58,965.00

Figure 2. Associated traffic control and hydrovac charges for each bore date

Survey Date	Charge	Details
10/1/2019	\$ 5,094.25	Easement and surveying
11/11/2019	\$ 2,604.50	Drafting school and ditch crossing
2/6/2020	\$ 299.25	Crossing revision
3/9/2020	\$ 1,157.75	Exhibit redlines
9/8/2020	\$ 101.25	Exhibit work
10/12/2020	\$ 157.00	Staking prep
11/4/2020	\$ 1,386.00	Easement Staking
SUM	\$10,800.00	

Figure 3. Description of survey charges by invoice date



SUBJECT FOR DISCUSSION

Approve Crossing Agreement for Force Main From the Wastewater Treatment Plant (WWTP) With the City of Brighton for the McCanne Ditch

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Brighton owns the McCanne Ditch which transports water for the city. The City of Fort Lupton's new force main to the METRO's Northern Treatment Plant crosses the McCanne Ditch at station 286+00 approximately 400-feet north of CR 2.5.

The agreement requires the City to construct the force main and repair or maintain the ditch and structures affected by the crossing underneath the ditch. The City will be responsible to reimburse the City of Brighton for any emergency repairs and maintenance as a result of the force main work.

The crossing will be done with an open cut installation. The crossing details include a 36-inch steel casing for the force main. Construction drawings require contractor to restore the ditch crossing and lining.

FINANCIAL CONSIDERATIONS

The City of Brighton does not require a fee for the agreement.

LEGAL/POLITICAL CONSIDERATIONS

Paragraph 11 of the agreement requires that the City indemnify and hold the City of Brighton harmless from liability arising out of use of the Crossing.

ALTERNATIVES/OPTIONS

- Approve the Crossing Agreement
- Redesign route to avoid the McCanne Ditch
- Do nothing

STAFF RECOMMENDATIONS

City staff recommends approval of the Crossing Agreement with City of Brighton.

Attachments: a. Crossing Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

**CROSSING AGREEMENT
FOR
FORT LUPTON MAIN LINE
CROSSING
(City of Brighton)**

THIS AGREEMENT (“Agreement”), made this ____ day of _____, 2022, by and between THE CITY OF FORT LUPTON, a Colorado statutory city, hereinafter (“FORT LUPTON”), whose address is 130 South McKinley Avenue, Fort Lupton, Colorado 80621, and THE CITY OF BRIGHTON, a Colorado municipal corporation, hereinafter (“BRIGHTON”), whose address is 500 South 4th Avenue, Brighton, Colorado 80601. FORT LUPTON and BRIGHTON are hereinafter referred to as the “Parties” or individually as “Party”.

FACTUAL RECITALS

A. BRIGHTON owns the north course of the canal or ditch commonly known as the McCanne Ditch (hereinafter called the “Ditch”). The Ditch transports water and a portion of the Ditch exists and travels through and across portions of the NE ¼ of Section 31, Township 1 North, Range 66 West of the 6th P.M., Weld County, Colorado, as approximately shown on the plans attached hereto and incorporated herein as **Exhibit A** (the “Property”).

B. There is a valid and existing right of way and easement for the Ditch and sufficient lands on each side of the Ditch to allow BRIGHTON to fully enjoy and utilize the easement and right of way (the “Ditch Easement”). A portion of the Ditch Easement is generally located within the Property, as approximately shown on **Exhibit A**.

C. FORT LUPTON intends to install, via open-cut, a 6.5-mile force main (“Main Line”) to convey wastewater from the existing Wastewater Treatment Facility to the Metro Northern Wastewater Treatment Plant. The project will include constructing, installing and maintaining the Main Line and related appurtenances, structures and facilities on, over across and under the Ditch where the Ditch across the southbound side of U.S. Highway 85, approximately 858 feet north from the intersection of U.S. Highway 85 and Weld County Road 2 ½, in Weld County, Colorado. The location, cross section and other specifics of the crossing, access to the Ditch, and the portions of the Main Line that will be located within the Ditch Easement, are further described and shown on **Exhibit A**, attached hereto and incorporated herein by this reference (the “Crossing Area”). The Main Line, the improvements to the ditch, and other improvements related to the Main Line are collectively referred to herein as (the “Improvements”).

D. BRIGHTON has agreed to grant to FORT LUPTON a temporary construction license to construct, install, maintain, repair, and replace the Improvements in the Crossing Area, in accordance with the provisions of this Agreement and pursuant to the plans and specifications attached hereto as **Exhibit A**, which have been provided to the BRIGHTON, and BRIGHTON

also desires to grant to FORT LUPTON the right to cross on, over, across and under the Crossing Area via the Improvements, in accordance with the provisions of this Agreement. The time period spent constructing and/or installing the Improvements will be referred to herein as (the "Construction Phase").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by BRIGHTON, the parties mutually agree as follows:

1. The above Factual Recitals are incorporated herein as if fully set forth.
2. For good and valuable consideration, BRIGHTON hereby grants to FORT LUPTON the right to cross on, over, across or under the Crossing Area via the Improvements and right to install and maintain the Improvements in, on, over, across or under the Crossing Area. The description of the crossing and Improvements is more specifically described and shown on **Exhibits A**, attached hereto and incorporated herein.
 2. FORT LUPTON will secure all necessary consents, authorizations and permits and shall perform the construction and/or installation of the Improvements in accordance with all applicable laws, rules, regulations, plans and specifications for the design, construction, repair and/or maintenance of the Improvements. BRIGHTON acknowledges that FORT LUPTON has provided the preliminary plans and specifications for the Improvements to BRIGHTON for its review and approval. BRIGHTON's review and any approval of such plans and specifications and the contemplated work shall not constitute an engineering review or supervision and does not affect, release and/or limit FORT LUPTON from any obligation, responsibility or liability to conduct such work in accordance with this Agreement and with all applicable governmental rules and regulations, or for the design, construction, repair and/or maintenance of the Improvements. FORT LUPTON and BRIGHTON agree to cooperate in good faith to coordinate any construction, maintenance, operation and/or repair of the Ditch, Ditch Easement, Crossing Area and the Improvements. All construction, maintenance and repair of the Improvements thereto shall be done by BRIGHTON, entirely without cost to BRIGHTON.
 3. BRIGHTON makes no representation or warranties as to whether FORT LUPTON obtained or needs to obtain consent from the owners of lands underlying and surrounding the Ditch and Ditch Easement in the NE ¼ of Section 31, Township 1 North, Range 66 West of the 6th P.M., Weld County, Colorado, or the owners of any existing pipelines, utility lines or other structures on, over, across or under the Property or other lands surrounding the Ditch and Ditch Easement prior to commencing construction of the Improvements. BRIGHTON shall be without liability for any damage to said owners as a result of FORT LUPTON's exercise of its rights pursuant to this Agreement, except as to such damage as may be caused by the gross negligence or willful misconduct of BRIGHTON.
 4. The Improvements shall be constructed, maintained and repaired and replaced by FORT LUPTON, including the underlying ditch structures, at its expense, upon notice to BRIGHTON as recited below; however, in the event any sum is expended by BRIGHTON, after reasonable attempts to notify FORT LUPTON, for emergency repairs and maintenance of the Improvements that are necessary to maintain or restore proper functioning of the Ditch, FORT LUPTON shall reimburse BRIGHTON for such reasonable costs, fees and/or expenses related

to such repairs and maintenance. Emergency repairs and maintenance by BRIGHTON shall only be authorized under this Agreement when there is an unexpected occurrence that necessitates immediate repairs and/or maintenance to prevent, mitigate, and/or remedy injury to persons and/or damage to property, which such repairs and/or maintenance cannot be timely performed by FORT LUPTON, as reasonably determined by BRIGHTON. In the event that BRIGHTON finds it necessary to make any emergency repairs and maintenance to the Improvements and/or any appurtenances, BRIGHTON shall be without liability for damage to FORT LUPTON, its agents, employees and/or other third parties, including without limitation all landowners, homeowners and business owners in or surrounding the Ditch, Ditch Easement and Crossing Area, except as to such damage as may be caused by the gross negligence or wanton and willful misconduct of BRIGHTON. Determination of whether repair or maintenance is necessary and whether an emergency exists shall be in the reasonable discretion of BRIGHTON. In order to be reimbursed for such emergency repairs and/or maintenance, BRIGHTON shall provide to FORT LUPTON copies of all invoices for such repairs and/or maintenance within sixty (60) days of the date of the repairs and/or maintenance, and FORT LUPTON shall pay the same within sixty (60) days of the date of the receipt of such invoices.

5. In the event that BRIGHTON finds it necessary to make repairs and maintenance to the Ditch and/or the Ditch Easement, either now or at any future time, BRIGHTON shall be wholly without liability for damage to the Improvements, as the result of the making of such maintenance and repairs, except as to such damage as may be caused by the BRIGHTON's gross negligence or wanton and willful misconduct; prior to performing any such repair or maintenance that is reasonably expected to potentially adversely impact the Improvements, BRIGHTON will notify FORT LUPTON and will cooperate with FORT LUPTON to minimize the risk of damage to the Improvements. In the event repair or maintenance of the Ditch or the Ditch Easement is required or advisable to maintain proper functioning of the Ditch, and is due to the existence, construction, installation, surveying, inspection, operation, maintenance, repair or replacement of the Improvements, at the BRIGHTON's election, FORT LUPTON will promptly repair and maintain the Ditch and the Ditch Easement to the reasonable satisfaction of BRIGHTON, or alternatively, BRIGHTON shall perform or cause to be performed such repair and maintenance and FORT LUPTON shall promptly reimburse BRIGHTON for the reasonable and actual costs and expenses of such repair and maintenance. Determination of whether repair or maintenance to the Ditch and the Ditch Easement is necessary or advisable and the nature and extent of such repair or maintenance shall be in BRIGHTON's reasonable discretion. In order to be reimbursed for such emergency repairs and/or maintenance, BRIGHTON shall provide to FORT LUPTON copies of all invoices for such repairs and/or maintenance within 60 days of the date of the repairs and/or maintenance, and FORT LUPTON shall pay the same within 60 days of the date of the receipt of such invoices.

6. BRIGHTON shall have full power to operate, maintain, alter, enlarge, relocate, clean and manage the Ditch and Ditch Easement as if this Agreement had not been made, and any expense and/or damages caused thereby to FORT LUPTON shall not be chargeable to BRIGHTON. In the event, however, that any such action on the part of BRIGHTON could reasonably be expected to affect the Improvements, except in the event of emergency repairs, BRIGHTON agrees to give prior notice to FORT LUPTON and to reasonably cooperate with FORT LUPTON to avoid injuries or damages to the Improvements. In the event that BRIGHTON finds it necessary to perform emergency repairs to the Ditch and Ditch Easement, either now or at any future time, BRIGHTON shall be wholly without liability for damages

to the Improvements as the result of the performance of said repairs, except as to such damage as may be caused by gross negligence or wanton and willful misconduct. Determination of whether an emergency exists shall be at the sole reasonable discretion of BRIGHTON.

7. The Construction Phase shall be completed prior to April 1, 2024, unless written consent by BRIGHTON for an extension is granted, and shall be accomplished during the non-irrigation season, unless otherwise agreed to by BRIGHTON.

8. The Construction Phase, and any subsequent repair and/or maintenance of the Improvements shall be entirely without disturbance of the flow of water through the Ditch, unless permission in writing is first received from BRIGHTON for such disturbance. FORT LUPTON expressly agrees that it shall be liable to BRIGHTON and/or its shareholders for damages for any unauthorized use or disturbance of the flow of water through the Ditch, without the BRIGHTON's prior written permission. Upon completion of any activity upon the Crossing Area by FORT LUPTON, FORT LUPTON shall clean the Ditch and ditch bank area to cause it to be in substantially the same or better condition than existed prior to commencement of such activity, including the compacting of any disturbed soils.

9. Upon the completion of the project, FORT LUPTON shall promptly notify BRIGHTON, and provide an "as-built" survey to BRIGHTON, and the Parties shall jointly inspect the Ditch at the location of the Improvements. If there are any material deficiencies in the work of FORT LUPTON or any material variation from the plans, FORT LUPTON shall forthwith remedy the same. In so doing, FORT LUPTON shall meet all reasonable requirements of BRIGHTON for the protection of the Ditch comparable to conditions prior to the construction of the project.

10. The Improvements shall be owned by FORT LUPTON. Installation, construction, repair and/or maintenance of the Improvements shall be entirely without cost to BRIGHTON. In addition to the consideration recited in Section 2, BRIGHTON's attorneys and engineers shall be directed to review this Agreement and to consult with BRIGHTON officials and/or employees as to its contents and effect, and their reasonable fees and expenses shall be paid by FORT LUPTON. In order to be reimbursed for the costs of such review, BRIGHTON shall provide to FORT LUPTON copies of all invoices for such review within 60 days of the date of the review, and FORT LUPTON shall pay the same within 60 days of the date of the receipt of such invoices.

11. To the extent permitted by law, FORT LUPTON shall indemnify and hold BRIGHTON, its officers, directors, employees, shareholders and successors and assigns, harmless from any and all liability, losses, damages and expenses, including attorneys' fees, arising in connection with the exercise by FORT LUPTON of its rights pursuant to this Agreement, including, but not limited to, any personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of use of the Crossing, Crossing Area and the Improvements thereon by BRIGHTON and/or its employees and/or invitees, and by other third parties, except to the extent caused by the gross negligence or intentional misconduct of BRIGHTON or its shareholders, employees, agents, contractors and/or subcontractors.

12. FORT LUPTON shall require those contractors involved in the project that are under contract with FORT LUPTON to include BRIGHTON as an additional insured.

13. FORT LUPTON hereby covenants and agrees:

A. FORT LUPTON shall not install a fence, plant trees, brush or vegetation that obstructs access to the Ditch, the Ditch Easement or the Crossing Area, or construct any building within the Ditch, the Ditch Easement or Crossing Area, unless written authorization is first received from BRIGHTON.

B. FORT LUPTON shall promptly backfill any excavations made by it on the Ditch and Ditch Easement and repair any damage it shall do within the Ditch and Ditch Easement to the satisfaction of BRIGHTON.

C. FORT LUPTON shall not spill dirt, debris or other foreign material into the Ditch. In the event that dirt, debris or other foreign material is spilled into the Ditch, FORT LUPTON agrees to completely clean and restore the affected area of the Ditch to BRIGHTON's satisfaction.

D. If at any time the Improvements or any work by FORT LUPTON causes any settling in the Ditch embankments, the roads thereon, the Crossing Area or any part of the Ditch Easement, FORT LUPTON will upon notification from BRIGHTON, make all reasonable repairs or replacements as may be necessary and required by BRIGHTON at FORT LUPTON's expense as soon as practicable.

14. To protect the Ditch during construction and installation of the Improvements, FORT LUPTON hereby covenants and agrees to the following:

A. Any trench or other excavation in connection therewith shall be backfilled, compacted and stabilized by FORT LUPTON to the reasonable satisfaction of BRIGHTON.

B. FORT LUPTON shall remove any hazardous materials and debris that may result from construction and installation of the Improvements and shall prevent any such hazardous materials and debris from flowing into the Ditch.

C. Should any water seepage or leakage from the Ditch occur as a result of FORT LUPTON's construction and installation of the Improvements, FORT LUPTON shall repair the Ditch to stop the seepage or leakage to the satisfaction of BRIGHTON. In the event FORT LUPTON fails to perform such repair, BRIGHTON may perform such repair and FORT LUPTON shall reimburse BRIGHTON for any reasonable expenses incurred in repairing the Ditch in order to stop the water seepage or leakage.

15. In the event either FORT LUPTON or BRIGHTON shall be in default in any of their covenants herein, so as to require the Party not in default to retain counsel to attempt to enforce said covenants and to commence legal or equitable action against the defaulting Party, upon a determination by the court of default, the defaulting Party shall be liable for all reasonable expenses of said litigation incurred by the enforcing Party, including, but not limited to docket fees, discovery and reasonable attorney's fees.

16. Any notice required or permitted hereunder shall be deemed effective when deposited in the United States mail, postage prepaid, first class and addressed to the party to whom notice is to be given, as follows:

If to BRIGHTON:

The City of Brighton
c/o Fischer, Brown, Bartlett, Larsen & Irby,
P.C.
Attn: Brent Bartlett
1319 E. Prospect Road
Fort Collins, CO 80525

The City of Brighton
500 S. 4th Avenue
City of Brighton, CO 80601

If to FORT LUPTON:

The City of Fort Lupton
130 South McKinley Avenue
Fort Lupton, Colorado 80621

In the event a different person or entity than the person or entity listed above shall be given notice, the other party shall be notified of this change in writing pursuant to this paragraph.

17. This Agreement, and any grant by BRIGHTON, is subject to all restrictions, reservations, rights-of-way, easements, documents or agreements existing or of record in the Clerk and Recorder's office in Weld County, Colorado at the time this Agreement is recorded. BRIGHTON makes absolutely no representations or warranties (including, without limitation, warranties of title) in or by this Agreement or any grant herein.

18. This Agreement and all the terms and conditions thereof shall extend to and be binding upon the successors and assigns of each of the parties hereto. This agreement shall run with the land described in **Exhibit A**. Upon transfer of its interests in this Agreement, FORT LUPTON, its successors and assigns, agrees to inform BRIGHTON of the name of the transferee.

19. This Agreement shall be interpreted and enforced under the laws of the State of Colorado. In the event of arbitration or litigation, venue shall be exclusively proper in Weld County, Colorado. In the event any construction is to be made of this Agreement, the same shall not be construed against either Party on the basis of that Party being the drafter of such language.

20. This Agreement is contingent upon, and shall not take effect until, the approval of the completed plans and specifications of the Improvements, signed by the Public Works staff of BRIGHTON, and the giving of such approval to FORT LUPTON. BRIGHTON may make suggested revisions to the plans and specifications, and if such revisions are fully agreed to by FORT LUPTON in writing, with notice of such acceptance being given to BRIGHTON, then this Agreement shall become effective upon receipt by BRIGHTON of such notice.

21. This Agreement is entered into between the Parties for the purposes set forth herein. It is the intent of the Parties that they are the only beneficiaries of this Agreement, and the Parties are only benefitted to the extent provided under the express terms and conditions of this Agreement.

22. The making, execution and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties or agreements other than those expressed in this Agreement. This Agreement embodies the entire understanding of the Parties as to the subject matter hereof and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to its subject matter unless expressly referred to in this Agreement. Modification of this Agreement by the Parties may be made only by a writing signed by the Party or Parties to be bound by the modification.

23. In computing any period of time under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Unless expressly indicated otherwise, all days shall be "calendar days," which means consecutive days including all holidays, Saturdays, and Sundays. "Business days" exclude federal holidays, Saturdays, and Sundays. If a deadline under this Agreement falls on a federal holiday, Saturday, or Sunday, the deadline shall be the next business day.

24. So long as FORT LUPTON has received the necessary consent from the owners of the lands underlying and surrounding the Ditch and Ditch Easement in the Crossing Area, FORT LUPTON and BRIGHTON agree that FORT LUPTON may record this Agreement, upon execution by both parties, with the Weld County Clerk and Recorder.

25. A copy of this Agreement may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be duly executed by the proper officers or agents and have affixed their seals hereto on the day and year first above written.

THE CITY OF FORT LUPTON:

By: _____
Zo Stieber-Hubbard, Mayor

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The above and foregoing Agreement was acknowledged before me this ____ day of _____, 2022, Zo Stieber-Hubbard, Mayor, City of Fort Lupton, a Colorado statutory city.

WITNESS my hand and official seal.

MY commission expires: _____

Notary Public
{SEAL}

CITY OF BRIGHTON:

By: _____
Michael Martinez, City Manager

ATTEST:

City Clerk

Approved As To Form:

City Attorney



SUBJECT FOR DISCUSSION

Approve Crossing Agreement for Force Main From the Wastewater Treatment Plant (WWTP) With the Fulton Irrigating Ditch Company for the Fulton Branch Ditch and Payment of the \$20,000 License Fee

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Fulton Irrigating Ditch Company owns the Fulton Branch Ditch which transports irrigation water. The City of Fort Lupton's new force main to the METRO's Northern Treatment Plant crosses the Fulton Branch Ditch at station 75+50 approximately 450-feet north of Hwy 52.

The agreement requires the City to construct the force main and repair or maintain the ditch and structures affected by the crossing underneath the ditch. The City will be responsible to reimburse the Fulton Irrigating Ditch Company for any emergency repairs and maintenance as a result of the force main work.

The crossing will be done with an open cut installation. The crossing details include a 36-inch steel casing for the force main. Construction drawings require contractor to restore the ditch crossing and lining.

FINANCIAL CONSIDERATIONS

The Fulton Irrigating Ditch Company requires a license fee of \$20,000 for the agreement. The cost will be covered within the Lift Station / Force Main capital project budget.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

- Approve the Crossing Agreement
- Redesign route to avoid the Fulton Branch Ditch
- Do nothing

STAFF RECOMMENDATIONS

City staff recommends approval of the Crossing Agreement with the Fulton Irrigating Ditch Company.

Attachments: a. Fulton Ditch Crossing Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

CROSSING AGREEMENT

1. PARTIES. The parties to this Agreement are the **FULTON IRRIGATING DITCH COMPANY**, a Colorado Mutual Ditch Company (“**Fulton**”), and **THE CITY OF FORT LUPTON**, (the “**Licensee**”). Fulton and Licensee are jointly referred to as the Parties.

2. RECITALS. The Licensee desires to obtain the permission of Fulton to install a 20-inch diameter wastewater force main pipe, across the Fulton Ditch. Licensee owns property, or has obtained the right to utilize property, located on the west side of Highway 85 where the Fulton Branch Ditch crosses the Highway, described more specifically in attached **EXHIBIT A**. Fulton agrees to permit the proposed installation, subject to the terms, conditions, covenants and agreements set forth in this Agreement. Accordingly, in consideration of the mutual promises set forth in this Agreement, the Parties covenant and agree as follows:

3. CONSTRUCTION.

3.1 Pursuant to the terms of this Agreement, the Licensee is granted a license to cross the Ditch with a 20-inch diameter wastewater force main pipe, (the “Installation”) pursuant to the plans and specifications approved by Fulton and attached hereto as **EXHIBIT B**. Fulton’s review of the plans and specifications is solely for its own benefit and creates no obligation on Fulton.

3.2 With the exception of modification specifically noted in the plans and specifications, all portions of the Ditch, bottoms, sides, banks, and all affected portions of Fulton’s easement which are disturbed by the Licensee’s Installation shall be restored to their original condition so the flow of water in the Canal runs at the original amount and velocity. Any and all fencing and other facilities appurtenant to Fulton’s easement shall be replaced in a condition at least equal to the condition of such facilities and appurtenances prior to construction.

3.3 The Licensee shall not spill any dirt, debris or other foreign material into the Ditch. In the event that dirt, debris or other foreign material is spilled into the Ditch, the Licensee agrees to completely clean the affected portions of the Ditch.

3.4 The Licensee agrees that the Installation shall proceed expeditiously and with reasonable diligence from the commencement of construction to its completion. The Installation shall be completed by March 1, 2024. If the Installation is not completed by that date, this Agreement expires and is of no force or effect. Work shall not take place within the ditch easement between March 1 and November 15 of any year. Under no circumstances will Licensee interrupt Fulton’s delivery of water.

3.5 If the Licensee’s construction interrupts Fulton’s water supply for any reason, the Licensee shall pay as damages the actual cost of providing water to those stockholders whose delivery is interrupted as a result of the Installation.

3.6 Licensee is responsible, at its own expense, for obtaining all local, state and federal permits or approvals and for compliance with all local, state and federal laws and regulations including but not limited to land use and environmental laws and regulations, and specifically including the Endangered Species Act, prior to beginning construction. Licensee shall indemnify Fulton for any and all costs, damages, fines and fees, including reasonable attorneys' fees incurred by Fulton as a result of Licensee's failure to obtain such permits or approvals or failure to comply with all applicable laws and regulations.

4. LICENSE FEE. The Licensee shall pay to Fulton a license fee of \$20,000.00. The license fee shall be paid prior to the commencement of the Licensee's construction. This license fee shall be in addition to any other costs for which the Licensee is responsible pursuant to this Agreement including attorney and engineering fees as mentioned in ¶6.

5. INSPECTION.

5.1 The Licensee shall notify Fulton at least five (5) days prior to the commencement of the installation or repair of the installation, permitted by the Agreement, except for emergency repairs which are provided for in ¶7 of this Agreement. Fulton is permitted to inspect the Installation or repairs to the Installation during construction. Upon completion of the installation or repairs to the Installation, Fulton may inspect the Installation.

5.2 Fulton's right to inspect the Licensee's Installation or repairs to the Installation in no way relieves the Licensee of its liability for improper installation. Fulton's inspection is solely for the benefit of Fulton and creates no obligation to Fulton.

6. REIMBURSEMENT OF EXPENSES.

6.1 The Licensee agrees to reimburse Fulton (or pay directly) for all reasonable engineering and legal costs incurred by Fulton in preparing and approving this Agreement and the costs of inspection as described in ¶5. In addition, Licensee agrees to pay to Fulton, as an administration fee, an amount equal to 10% of Fulton's total engineering fees. Costs chargeable to the Licensee shall be paid within 30 days of the billing date.

6.2 Statements for the costs chargeable to the Licensee hereunder will be forwarded to the Licensee and the same shall be paid to Fulton within 30 days after the billing date. If payment has not been received by Fulton within 30 days, the Licensee shall have breached this Agreement and Fulton may institute legal proceedings to collect the amount due and owing. In such proceeding, Fulton shall be entitled to its costs and reasonable attorneys' fees from the Licensee.

7. MAINTENANCE.

7.1 The Licensee specifically agrees and pledges to maintain and repair the Installation described in **EXHIBIT B** so as not to require Fulton to maintain or repair it. If the Licensee fails to properly maintain or repair any portion of the Installation for which it is responsible after ten days' notice of the need for same, Fulton may, at its own option, conduct its own maintenance or repair, and the Licensee shall reimburse Fulton for the cost of such work within 30 days. In the event the Licensee fails to maintain or repair the Installation, it shall be held liable for any loss, damage or injury to Fulton. If Fulton conducts its own maintenance, repair or replacement, it does not waive the right to hold Licensee liable for damages caused by the Licensee's failure to maintain, repair or replace.

7.2 In the event of an emergency, Fulton or the Licensee may conduct maintenance or repair immediately, giving notice to the other party as soon as possible at the emergency contacts identified in ¶11. If Fulton conducts emergency work, it shall be reimbursed for the cost of the work. Under no circumstances shall Fulton be responsible or held liable for damages to the installation resulting from the maintenance or repair to the Canal.

8. WATER LOSS. The Licensee agrees that the Installation will not increase carriage or transit loss over the loss which occurred historically. The Licensee agrees to compact earth materials so that such additional water losses will not occur. If the Licensee's Installation increases carriage or transit loss in the Canal, the Licensee agrees to repair the construction to prevent such additional loss.

9. LIABILITY.

9.1 By virtue of entering into this Agreement, Fulton: (1) assumes no liability for the use, operation, or existence of the Licensee's installation; and (2) assumes no additional responsibilities or obligations related to the Licensee's future or additional activities in the area described in **EXHIBIT A** which are required by this Agreement.

10. EASEMENT RIGHTS. The License granted to the Licensee herein in no way restricts Fulton's right to the use of its easement to construct, operate or maintain all existing structures and facilities of the Canal.

11. NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party or parties. Such notices shall be deemed to have been given when deposited in the U.S. mail.

DITCH COMPANY:

Fulton Irrigating Ditch Company
25 South 4th Avenue
Brighton, CO 80601-2029

COPY TO:

Law Offices of Brice Steele, P.C.
Attn. Brice Steele, Esq.
25 South 4th Avenue
Brighton, CO 80601-2029

LICENSEE:

The City of Fort Lupton
130 South McKinley Avenue
Fort Lupton, CO 80621

12. WAIVER OF BREACH. The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

13. EXHIBITS. All exhibits referred to in this Agreement are, by reference, incorporated into this Agreement for all purposes.

14. ATTORNEYS' FEES. If any party breaches this Agreement, the breaching party shall pay all of the non-breaching party's reasonable attorneys' fees and costs in enforcing this Agreement whether or not legal proceedings are instituted.

DATED: _____

**FULTON IRRIGATING DITCH
COMPANY**

By _____

ATTEST:

By _____
Secretary

LICENSEE

By _____
Signature

Name _____

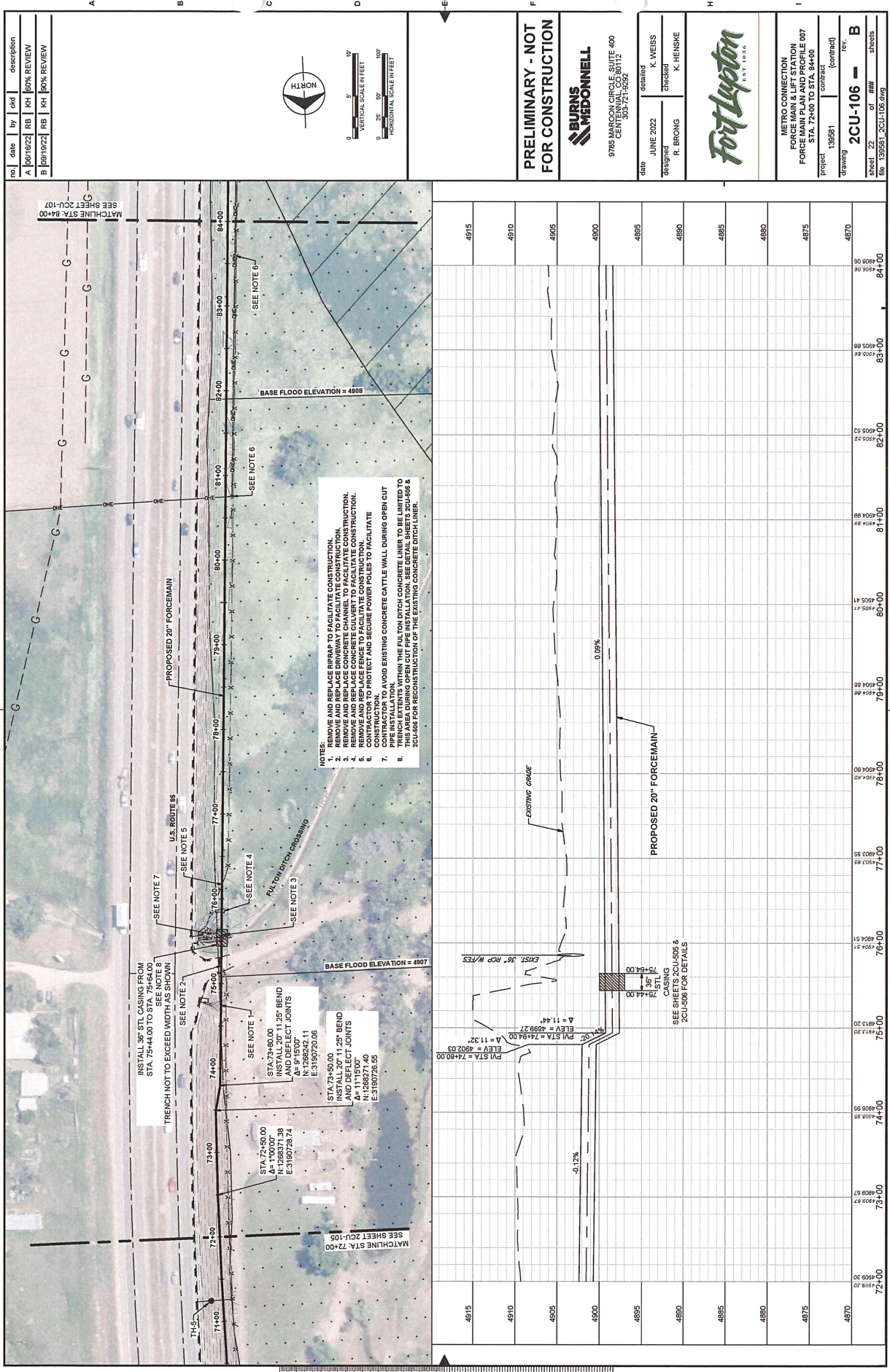
Title _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2022, by _____ as _____ for the City of Fort Lupton.

Witness my hand and official seal.
My commission expires:_____.

By _____
Notary Public



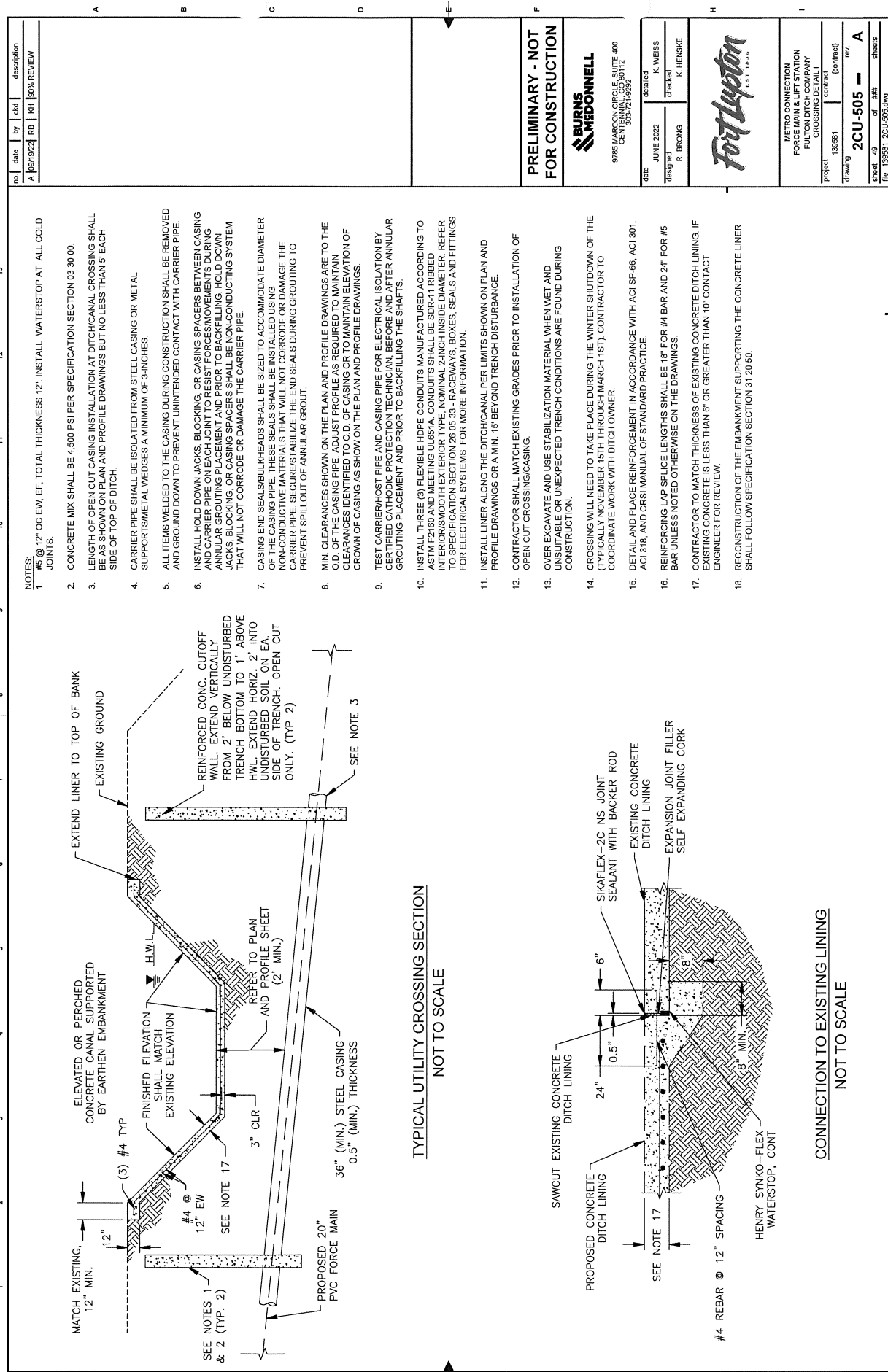
no.	date	by	chk	description
A	06/16/22	RB	KH	80% REVIEW
B	06/19/22	RB	KH	80% REVIEW

PROJECT		139581		(continued)	
DRAWING		2CU-106		B	
SHEET		22		of 22	
SHEETS					
FILE		139581_2CU-106.dwg			

DATE		JUNE 2022		DESIGNED		K. WEISS	
CHECKED		R. BRONG		K. HENRIKE			

9785 MARCON CIRCLE, SUITE 400		CENTENNIAL, CO 80112		303.721.5592	
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METRO CONNECTION		FORCE MAIN & LIFT STATION		FORCE MAIN PLAN AND PROFILE 007	
PROJECT		STA. 72+00 TO STA. 84+00			



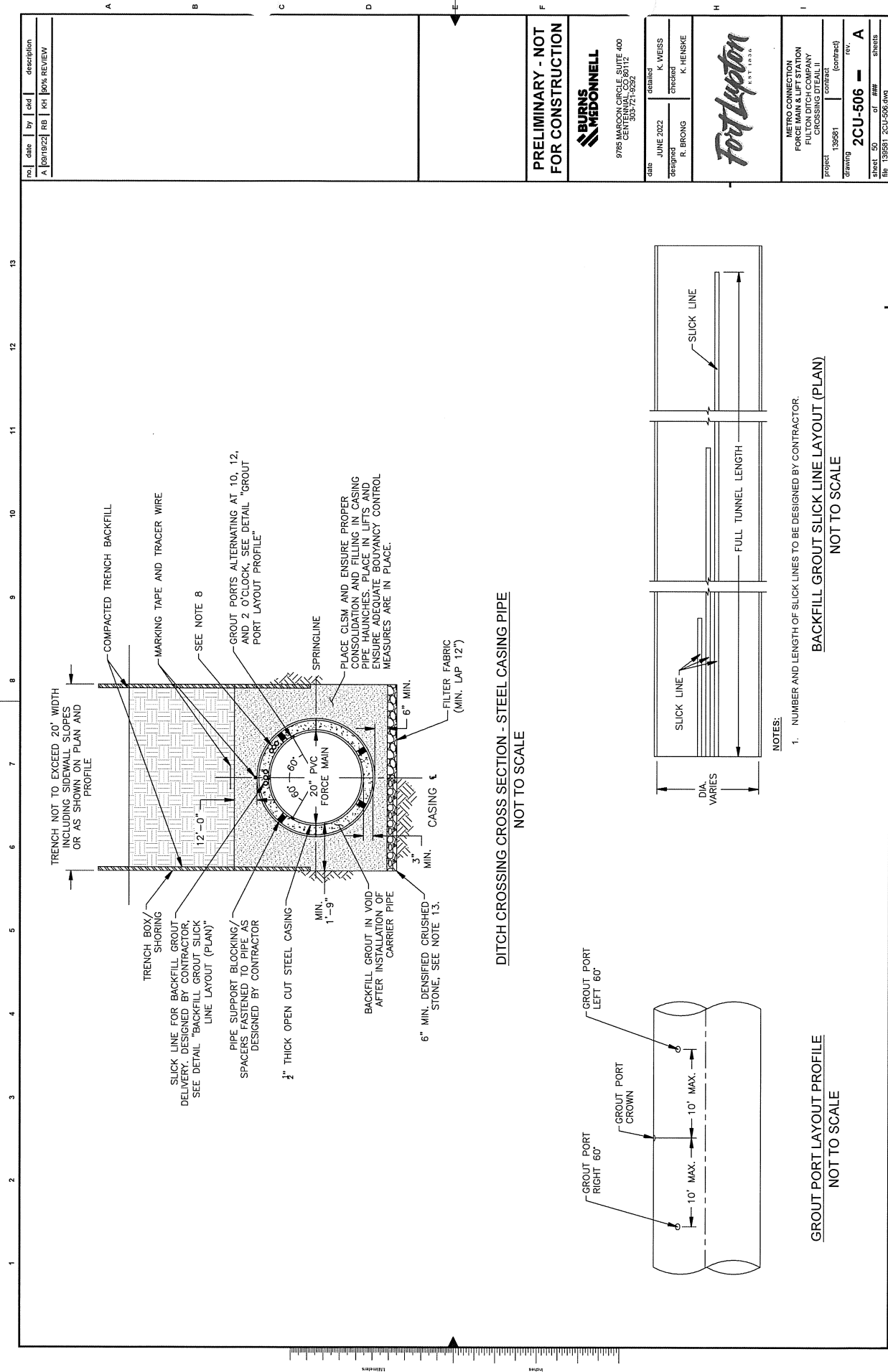
- NOTES:
- #4 @ 12" OC EW, EF, TOTAL THICKNESS 12". INSTALL WATERSTOP AT ALL COLD JOINTS.
 - CONCRETE MIX SHALL BE 4,500 PSI PER SPECIFICATION SECTION 03 30 00.
 - LENGTH OF OPEN CUT CASING INSTALLATION AT DITCH/CANAL CROSSING SHALL BE AS SHOWN ON PLAN AND PROFILE DRAWINGS BUT NO LESS THAN 5' EACH SIDE OF TOP OF DITCH.
 - CARRIER PIPE SHALL BE ISOLATED FROM STEEL CASING OR METAL SUPPORTS/METAL WEDGES A MINIMUM OF 3-INCHES.
 - ALL ITEMS WELDED TO THE CASING DURING CONSTRUCTION SHALL BE REMOVED AND GROUND DOWN TO PREVENT UNINTENDED CONTACT WITH CARRIER PIPE.
 - INSTALL HOLD DOWN JACKS, BLOCKING, OR CASING SPACERS BETWEEN CASING AND CARRIER PIPE ON EACH JOINT TO RESIST FORCE/MOVEMENTS DURING ANNUAL GROUTING PLACEMENT AND PRIOR TO BACKFILLING. HOLD DOWN JACKS, BLOCKING, OR CASING SPACERS SHALL BE NON-CONDUCTING SYSTEM THAT WILL NOT CORRODE OR DAMAGE THE CARRIER PIPE.
 - CASING END SEALS/BULKHEADS SHALL BE SIZED TO ACCOMMODATE DIAMETER OF THE CASING PIPE. THESE SEALS SHALL BE INSTALLED USING NON-CONDUCTIVE MATERIALS THAT WILL NOT CORRODE OR DAMAGE THE CARRIER PIPE. SECURE/STABILIZE THE END SEALS DURING GROUTING TO PREVENT SPILL OUT OF ANNUAL GROUT.
 - MIN. CLEARANCES SHOWN ON THE PLAN AND PROFILE DRAWINGS ARE TO THE O.D. OF THE CASING PIPE. ADJUST PROFILE AS REQUIRED TO MAINTAIN CLEARANCES IDENTIFIED TO O.D. OF CASING OR TO MAINTAIN ELEVATION OF CROWN OF CASING AS SHOWN ON THE PLAN AND PROFILE DRAWINGS.
 - TEST CARRIER/HOST PIPE AND CASING PIPE FOR ELECTRICAL ISOLATION BY CERTIFIED CATHODIC PROTECTION TECHNICIAN, BEFORE AND AFTER ANNUAL GROUTING PLACEMENT AND PRIOR TO BACKFILLING THE SHAFTS.
 - INSTALL THREE (3) FLEXIBLE HDPE CONDUITS MANUFACTURED ACCORDING TO ASTM F2160 AND MEETING UL651A. CONDUITS SHALL BE SDR-11 RIBBED INTERIOR/SMOOTH EXTERIOR TYPE. NOMINAL 2-INCH INSIDE DIAMETER. REFER TO SPECIFICATION SECTION 26 05 33 - RACEWAYS, BOXES, SEALS AND FITTINGS FOR ELECTRICAL SYSTEMS FOR MORE INFORMATION.
 - INSTALL LINER ALONG THE DITCH/CANAL PER LIMITS SHOWN ON PLAN AND PROFILE DRAWINGS OR A MIN. 15' BEYOND TRENCH DISTURBANCE.
 - CONTRACTOR SHALL MATCH EXISTING GRADES PRIOR TO INSTALLATION OF OPEN CUT CROSSING/CASING.
 - OVER EXCAVATE AND USE STABILIZATION MATERIAL WHEN WET AND UNSUITABLE OR UNEXPECTED TRENCH CONDITIONS ARE FOUND DURING CONSTRUCTION.
 - CROSSING WILL NEED TO TAKE PLACE DURING THE WINTER SHUTDOWN OF THE (TYPICALLY NOVEMBER 15TH THROUGH MARCH 1ST). CONTRACTOR TO COORDINATE WORK WITH DITCH OWNER.
 - DETAIL AND PLACE REINFORCEMENT IN ACCORDANCE WITH ACI SP-68, ACI 301, ACI 318, AND CRSI MANUAL OF STANDARD PRACTICE.
 - REINFORCING LAP SPICE LENGTHS SHALL BE 18" FOR #4 BAR AND 24" FOR #5 BAR UNLESS NOTED OTHERWISE ON THE DRAWINGS.
 - CONTRACTOR TO MATCH THICKNESS OF EXISTING CONCRETE DITCH LINING. IF EXISTING CONCRETE IS LESS THAN 6" OR GREATER THAN 10" CONTACT ENGINEER FOR REVIEW.
 - RECONSTRUCTION OF THE EMBANKMENT SUPPORTING THE CONCRETE LINER SHALL FOLLOW SPECIFICATION SECTION 31 20 50.

no.	date	by	chk	description
A	10/19/2022	RB	KH	80% REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION	
BURNS & MCDONNELL	
9785 MARCON CIRCLE SUITE 400 CENTRAL CITY, MO 64501 303-721-5532	
date	designed
JUNE 2022	R. BRONG
checked	created
K. WEISS	K. HENSE

Fort Lupton	
EST. 1938	

METRO CONNECTION FORCE MAIN & LIFT STATION FULTON DITCH COMPANY CROSSING DETAIL 1	
project	contract
139581	(continued)
drawing	rev.
2CU-505	A
sheet 49	of
139581	2CU-505.dwg





SUBJECT FOR DISCUSSION

Award Contract to Precision Concrete Cutting for an Amount not to Exceed \$11,300.00 for Asphalt Repairs at Denver Avenue and CR 16 From the Street Sales Tax Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Asphalt pavement has crept up against the concrete pavement at several locations at the intersections of Denver Ave / 14th St and Denver Ave / CR 16. This is not an uncommon condition with two different pavement types butting together. These areas were constructed in 2016 and 2017 with City projects.

This contract will provide a saw cut angled asphalt removal at the pavement joints to smooth the pavement edges back to normal conditions.

Precision Concrete Cutting is the only contractor found in the area that has a machine that can do this repair.

FINANCIAL CONSIDERATIONS

Street Sales Tax Fund - Patching and Crack Sealing (200-3100-531500) was approved for \$150,000 in the 2023 budget.

LEGAL/POLITICAL CONSIDERATIONS

None.

ALTERNATIVES/OPTIONS

- Approve the Contract Agreement with Precision Concrete Services
- Keep searching for other contractors capable
- Redesign for full pavement removal and repair
- Do nothing

STAFF RECOMMENDATIONS

City staff recommends approval of the contract with Precision Concrete Cutting for an amount not to exceed \$11,300.00.

Attachments:

- a. Contract Agreement – Precision Concrete Cutting
- b. Precision Concrete Cutting Proposal

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Agreement

This PUBLIC WORKS Agreement is entered into by and between the City of Fort Lupton, Colorado (hereinafter "City") and **Precision Concrete Cutting** (hereinafter "CONTRACTOR").

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

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

City will provide necessary traffic control for the construction work.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth in the Contractor's Bid proposal set forth as **Exhibit A**. In the event of any conflict between any of these documents, this document shall control.

3. **TIME OF COMPLETION.** The Contractor agrees to schedule work upon execution of this Agreement and to complete all work by no later than **February 1, 2023 (weather permitting)**.

4. **CONTRACT SUM.** The City shall pay to the Contractor for performance and completion of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of **\$11,300.00**, 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 inspection and acceptance of the work by the City, in its sole discretion, including completion by the Contractor of any punch-list items as determined by the City and execution of any releases by Contractor deemed necessary by the City.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** No change orders shall be allowed on this project unless with written approval of the City. The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Contractor in writing, that lawful appropriations to cover the costs of this additional work has been made. No Change Order work shall be allowed unless approved in writing by City.

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

7. **COMPLETE AGREEMENT.** This Agreement, and the exhibits hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein.

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

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

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

11. **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.

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

13. **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.

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

15. **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 3rd DAY OF JANUARY, 2023.

CITY OF FORT LUPTON,
COLORADO

PRECISION CONCRETE CUTTING:

BY: Zo Stieber-Hubbard

BY: _____

TITLE: Mayor

TITLE: _____

EXHIBIT A



City of Fort Lupton
 Roy Vestal
 130 S. McKinley Ave
 Fort Lupton, CO 80621
 (720) 966-3613
rvestal@fortluptonco.gov

December 5, 2022
 Bid #: CO156225WH

Precision Concrete Cutting
 745 Vallejo St
 Denver, CO 80204
 Federal ID #: 04-3800739
 Wayne Hobbs
 (303) 330-3398

<u>Total Ln. F</u>				<u>Total Ln. Ft.</u>		
113.0				226.00		
PRECISION CONCRETE CUTTING						
No.	Size	Size	Lineal Feet	Location	Inch Feet	Pricing
1	2	2	50	1392 Denver Ave. cut asphalt back 24 inches and slope into concrete roadway.	100.00	\$5,000.00
2	2	2	39	805 14th St. cut asphalt back 24 inches and slope into concrete roadway.	78.00	\$3,900.00
3	2	2	24	1892 N Denver Ave. cut asphalt back 24 inches and slope into concrete roadwY.	48.00	\$2,400.00
		Totals:	113.0		226.00	
Total Cost:						\$11,300.00

**All Bids and Proposals from Precision Concrete Cutting are valid for 90 days from the date the bid was performed. After 90 days, please contact your sales rep for a new bid with current pricing.*

Precision Concrete Cutting has a minimum mobilization fee of \$1,000.00

**Bids are proprietary to Precision Concrete Cutting & should not be shared with other contractors without permission*

**Precision Concrete Cutting will identify panels that need replacement but we do not do replacement*

Surveyed by: Wayne Hobbs

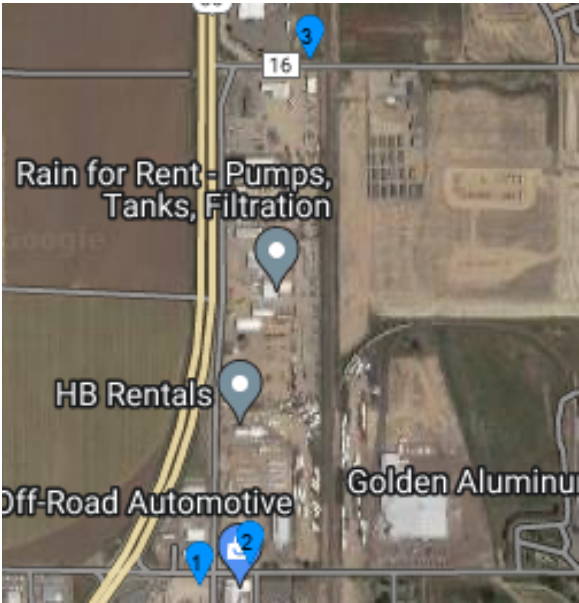
Survey ID: 156225

Precision Concrete Cutting (PCC) repairs only those uneven sidewalks specifically requested by the client and therefore makes no guarantee that the property is free of uneven sidewalk hazards (trip hazards). After the project is completed, sidewalks will continue to shift due to tree roots, water, settling, and other natural and man-made causes outside of PCC's control. PCC is not liable for any related claims, losses, or damages related to future trip hazards or hazards that were not addressed by this project.

At the time of completion, PCC warrants that the trip hazard repairs are ADA Compliant, specifically with regard to the ADA Change in Level standard. Upon completion you agree to inspect the work, payment of your invoice is indication that you have inspected the property and the work has been done to your satisfaction.

If any repair locations are inaccessible during our repair process, and an additional trip is needed, a \$250 mobilization fee will be added to the invoice. Invoice is due upon receipt, if not paid in full within 30 days of the invoice date a 5% late fee will be assessed every 15 days until it is paid.

**If credit card payment is used, 3% service fee will apply.*



Authorization to Proceed

Billing Information:

Business/Client Name: City of Fort Lupton
Address: 130 S. McKinley Ave
City: Fort Lupton State: Colorado Zip: 80621
Phone #: (720) 966-3613
Email: rvestal@fortluptonco.gov
Bid #: CO156225WH PO # (if applicable):
Option Approved: _____
Amount: \$11,300.00
Start Date:

Signature of Authorized Purchaser:

Date: _____

Precision Concrete Cutting (PCC) repairs only those uneven sidewalks specifically requested by the client and therefore makes no guarantee that the property is free of uneven sidewalk hazards (trip hazards). After the project is completed, sidewalks will continue to shift due to tree roots, water, settling, and other natural and man-made causes outside of PCC's control. PCC is not liable for any related claims, losses, or damages related to future trip hazards or hazards that were not addressed by this project.

At the time of completion, PCC warrants that the trip hazard repairs are ADA Compliant, specifically with regard to the ADA Change in Level standard. Upon completion you agree to inspect the work, payment of your invoice is indication that you have inspected the property and the work has been done to your satisfaction.

If any repair locations are inaccessible during our repair process, and an additional trip is needed, a \$250 mobilization fee will be added to the invoice. Invoice is due upon receipt, if not paid in full within 30 days of the invoice date a 5% late fee will be assessed every 15 days until it is paid.

*If credit card payment is used, 3% service fee will apply.

*All Bids and Proposals from Precision Concrete Cutting are valid for 90 days. After 90 days the scope or pricing may need to be adjusted. Please contact your sales rep for a new bid with current pricing.



SUBJECT FOR DISCUSSION

Approve a Resolution Reappointing Al Mowrer to the Historic Preservation Board for a Three-Year Term to Expire January 4, 2026.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Historic Preservation Board has a member whose term has expired and has expressed interest in continuing to serve the board. Al Mowrer is seeking reappointment to the Historic Preservation Board. Mr. Mowrer resides within the City of Fort Lupton and has been on the Board for many years. His experience as a professional woodworker/carpenter along with his Board experience will prove valuable to the tasks encountered in historical designation and preservation which will be valuable to the Historic Preservation Board's mission.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

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

STAFF RECOMMENDATIONS

Staff recommends approval of Al Mowrer's reappointment to the Historic Preservation Board for a three (3) year term.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2023Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE REAPPOINTMENT OF AL MOWRER AS A MEMBER OF THE HISTORIC PRESERVATION BOARD FOR A THREE-YEAR TERM BEGINNING JANUARY 4, 2023 AND EXPIRING JANUARY 4, 2026.

WHEREAS, Al Mowrer’s term on the Historic Preservation Board has expired; and

WHEREAS, Al Mowrer has expressed interest in continuing to serve on the Historic Preservation Board; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council appoint Al Mowrer for a three-year term expiring on January 4, 2026 to the Historic Preservation Board.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 3rd DAY OF JANUARY 2023.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Authorize Adding Amaze Health as an Employee Benefit for All Full-Time Employees Effective January 1, 2023

SUMMARY STATEMENT/BACKGROUND DISCUSSION

City employees have been offered Amaze on a trial basis through the end of 2022. HR conducted a survey to get feedback on Amaze. Employees completed a survey on their experiences with Amaze. 53% of the respondents had very positive feedback on Amaze. The 47% of the respondents had not had a need to use the service.

The City is proposing adding this benefit on a permanent basis, to not only employees on the City benefits but extending it all full-time employees.

Amaze Health has a subscription agreement but no contract. We can cancel the service at any time. Amaze Health is not insurance.

FINANCIAL CONSIDERATIONS

Amaze will continue to offer its discount of \$15 per employee per month.

To add this benefit for 110 employees, the cost would be equivalent to \$1,650 per month, for a total cost of \$19,800 for the 2023 plan year. These costs are estimates, as full-time employee count changes often.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Staff recommends subscribing to Amaze Health for 2023.

Attachments:

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



SUBJECT FOR DISCUSSION

Authorize the City Administrator to Execute an Engagement Agreement with Stifel, Nicolaus & Company, Incorporated for Loan Arranger or Placement Agent Services for the Bridge Loan Required by the United States Department of Agriculture's Rural Development Authority (USDA) Loan Process.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Stifel will act as an agent to acquire bridge loan financing required by the USDA in their loan process. Underwriting fees will be added to the principal of the bonds. Stifel's fee will be .4% of the issue principal. Stifel will act as an advisor on the structure, timing, terms and any other matters concerning the issue.

FINANCIAL CONSIDERATIONS

Agent fees will be added to the principal of the bonds. Stifel's fee will be .4% of the issue principal. This could be up to \$100,000 depending on the final loan amount from USDA.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

Do not engage Stifel

STAFF RECOMMENDATIONS

Approve the agreement with Stifel, Nicolaus & Company and authorize the City Administrator's signature on the agreement.

Attachments: a. Engagement Letter and Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



December 8, 2022

City of Fort Lupton
Chris Cross
130 S McKinley Avenue
Fort Lupton, CO 80621

Re: Loan Arranger or Placement Agent Engagement Relating to Potential Municipal Securities
Transaction for City of Fort Lupton

Dear Mr. Cross:

The City of Fort Lupton (“Issuer”) and Stifel, Nicolaus & Company, Incorporated (“Stifel”) are entering into this engagement agreement to confirm that they are engaged in discussions related to a potential transaction which may be a bank loan, federal loan, and/or an issue of (or series of issuances of) municipal securities related to Wastewater Revenue Bonds/Loan (the “Issue”) and to formalize Stifel’s role as loan arranger or placement agent with respect to the Issue.

Engagement as Loan Arranger or Placement Agent

Issuer is aware of the “Municipal Advisor Rule” of the Securities and Exchange Commission (“SEC”) and the underwriter exclusion from the definition of “municipal advisor” for a firm serving as an underwriter or a placement agent for a particular issuance of municipal securities. Issuer hereby designates Stifel as a placement agent for the Issue (applicable if the Issue is structured as municipal securities). Issuer expects that Stifel will provide advice to Issuer on the structure, timing, terms and other matters concerning the Issue.

At the closing of the Issue, the Issuer will be asked to sign a Bank Loan Placement Agreement in the form attached hereto (or a Placement Agent Agreement should the Issue be structured as municipal securities; not attached hereto), providing for more detailed terms of this engagement as well as representations and warranties (for municipal securities, representations and warranties track those from a standard bond purchase agreement, including 10b-5 on the marketing materials).

Limitation of Engagement

It is Issuer’s intent that Stifel serve as loan arranger or placement agent for the Issue, subject to satisfying applicable procurement laws or policies, formal approval by the Board of Issuer, and finalizing the structure of the Issue. While Issuer presently engages Stifel as loan arranger or placement agent for the Issue, this engagement letter is preliminary, nonbinding and may be terminated at any time by Issuer, without penalty or liability for any costs incurred by Stifel. Furthermore, this engagement letter does not restrict Issuer from entering into the Issue with other loan arrangers or placement agents.

Role Disclosure

Issuer hereby confirms and acknowledges each of the following concerning the role that Stifel would have as placement agent:

- (1) Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 requires a placement agent to deal fairly at all times with both municipal issuers and investors;
- (2) the placement agent’s primary role is to place securities directly with an investor or investors on behalf of Issuer without first purchasing the securities, and the placement agent has financial and other interests that differ from those of Issuer;
- (3) unlike a municipal advisor, the placement agent does not have a fiduciary duty to Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of Issuer without regard to its own financial or other interests; and
- (4) the placement agent will review the official statement for Issuer’s securities, if any, in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Disclosures Concerning the Loan Arranger or Placement Agent’s Compensation

The loan arranger or placement agent will be compensated by a fee agreed upon with Issuer in connection with the private placement of the Issue. Payment or receipt of the placement agent fee will be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount of the Issue. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the placement agent may have an incentive to recommend to Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

The loan arranger or placement agent, as the case may be, agrees to prepare and coordinate all aspects of the transaction. Stifel will be paid only when the transaction closes. The fee for Stifel’s preparation and coordination of the Issue shall be \$4.00 per \$1,000.00 of par amount. The loan arranger or placement agent fee is contingent on a successful transaction and is payable from the proceeds of the loan or placement of municipal securities.

Conflicts of Interest Disclosures

Stifel has not identified any additional potential or actual material conflicts that require disclosure.

Disclosures Relating to Complex Municipal Securities Financing

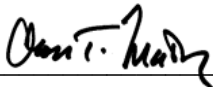
Since Stifel has not recommended a “complex municipal securities financing” to Issuer, additional disclosures regarding the financing structure for the Issue are not required under MSRB Rule G-17.

However, if Stifel recommends, or if the Issue is ultimately structured in a manner considered a “complex municipal securities financing” to Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and are reasonably foreseeable at that time.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Sincerely,

Stifel, Nicolaus & Company, Incorporated

By: 

Name: Alan Matlosz

Title: Managing Director

Date: December 8, 2022

The Issuer accepts and acknowledges the foregoing.
Accepted and Executed

By: _____

Name: _____

Title: _____

Date: _____

LOAN PLACEMENT AGENT AGREEMENT

_____, 20__

[Borrower]

Re: [Name or Description of Loan]

Upon the terms and conditions and based upon the representations, warranties and covenants set forth herein, Stifel, Nicolaus & Company, Incorporated (the "Loan Placement Agent") offers to enter into this Loan Placement Agent Agreement (this "Agreement") with [name of borrower] (the "Borrower"), which, upon acceptance of this offer, shall be binding upon the Borrower and the Loan Placement Agent. If the obligations of the Loan Placement Agent shall be terminated for any reason permitted hereby, neither the Loan Placement Agent nor the Borrower shall be under further obligation hereunder.

The above-captioned Loan (the "Loan") is to be executed pursuant to a Loan Agreement between the Borrower and a nationally- or state-chartered commercial bank (the "Bank") (the "Loan Agreement").

1. Execution of the Loan. On the basis of the representations and agreements contained herein, but subject to the terms and conditions herein set forth, the Loan Placement Agent agrees, on a best efforts basis, to place the Loan with the Bank on terms mutually agreeable to the Borrower and the Bank. The terms and conditions of the Loan shall be as set forth in the Loan Agreement.

For its services hereunder, and upon execution of the Loan by the Borrower and the Bank (the date of such payment herein, the "Closing Date"), the Loan Placement Agent shall receive compensation, payable by the Borrower, equal to \$_____, plus reimbursement of expenses in the amount of \$_____ (the "Fee"). On the Closing Date, the Borrower shall pay or cause to be paid the Fee to the Loan Placement Agent by wire transfer or immediately available funds. The Fee does not include any services the Loan Placement Agent may render in the future to the Borrower.

2. Representations of the Borrower. The undersigned, on behalf of the Borrower, but not individually, hereby represents that:

(a) any statements made by the Borrower to the Bank to induce it to execute the Loan (including any materials provided to the Loan Placement Agent for that purpose) were accurate and not misleading;

(b) all documentation necessary to effectuate the execution of the Loan shall be consistent with characterization of the Loan as such and not as a security; and

(c) there shall be no CUSIP for the Loan and the Loan shall not be DTC-eligible.

3. Conditions to Closing. At or prior to the Closing Date, the Loan Placement Agent shall have received:

(a) a Lender Letter, in the form attached to this Agreement as Exhibit A and in form and substance acceptable to the Loan Placement Agent, executed by the Bank and addressed to the Loan Placement Agent; and

(b) an opinion of counsel to the Borrower that is permissible under the laws of the State of _____ (the "State") for the Borrower to enter into the Loan Agreement and to execute the Loan.

4. Termination. This Agreement may be terminated by either party upon ten (10) business days' prior written notice; provided, however, that: (i) the Fee shall be immediately due and payable by the Borrower if the Borrower terminates this Agreement and executes a loan with a bank identified by Stifel to the Borrower prior to such termination and such loan is executed within six (6) months after termination of this Agreement.

5. Expenses. There shall be paid solely from the proceeds of the Loan promptly after the Closing: (a) the fees and disbursements of Borrower's counsel; and (b) the Fee. The Loan Placement Agent shall be under no obligation to pay any expenses incident to this Agreement.

6. Regulatory Disclosure. The Borrower acknowledges that, in connection with the placement of the Loan (a) the Loan Placement Agent has acted at arm's length, is acting solely for its own account and is not agent of or advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)) and owes no fiduciary duty to, the Borrower or any other person, (b) the Loan Placement Agent's duties and obligations to the Borrower shall be limited to those contractual duties and obligations set forth in this Agreement, (c) the Loan Placement Agent may have interests that differ from those of the Borrower, and (d) the Borrower has consulted its legal and financial advisors to the extent it deemed appropriate in connection with the execution of the Loan. The Borrower further acknowledges and agrees that it is responsible for making its judgment with respect to the execution of the Loan and the process leading thereto. The Borrower agrees that it will not claim that the Loan Placement Agent acted as a Municipal Advisor to the Borrower or rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower, in connection with the execution of the Loan or the process leading thereto.

7. Survival of Certain Representations and Obligations. The respective agreements, covenants, representations, warranties and other statements of the Borrower and its officers set forth in or made pursuant to this Agreement shall survive the execution of the Loan and shall remain in full force and effect, regardless of any investigation, or statements as to the results thereof, made by or on behalf of the Loan Placement Agent.

8. Notices. Any notice or other communication to be given to the Borrower under this Agreement may be given by delivering the same in writing to the Borrower at its address set forth above. Any notice or other communication to be given to the Loan Placement Agent under this Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, [address], Attention: [name and title].

9. No Assignment. This Agreement has been made by the Borrower and the Loan Placement Agent, and no person other than the foregoing shall acquire or have any right under or by virtue of this Agreement.

10. No Boycott. By entering into this Agreement, the Loan Placement Agent certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized

under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Loan Placement Agent understands that “boycott” includes, but is not limited to, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

11. Applicable Law. This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of _____.]

12. Effectiveness. This Agreement shall become effective upon its execution by duly authorized officials of all parties hereto and shall be valid and enforceable from and after the time of such execution.

13. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14. Counterparts. This Agreement may be executed in several counterparts (including counterparts exchanged by email in PDF format), each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page left blank intentionally]

Respectfully submitted,

STIFEL, NICOLAUS & COMPANY, INCORPORATED

.....

[Name and title]

ACCEPTED this _____ of _____, 20__.

[NAME OF BORROWER]

By.....

EXHIBIT A
FORM OF LENDER LETTER

[Address to Borrower and Stifel, Nicolaus &
Company, Incorporated]

Re: [Name or Description of Loan]

Ladies and Gentlemen:

_____ (the “Lender”) hereby certifies as follows with regard to the Loan Agreement, dated as of _____ (the “Loan Agreement”), by and between the [insert name of borrower] (the “Borrower”) and the Lender and the Loan executed by the Borrower and the Lender, dated _____ (the “Loan”):

1. The Lender has full power and authority to carry on its business as now conducted, deliver this letter and make the representations and certifications contained herein.
2. The Lender is a nationally- or state-chartered bank that regularly extends credit to state and local governments by making loans the repayment obligations under which are evidenced by obligations such as the Loan; has knowledge and experience in financial and business matters that make it capable of evaluating the Borrower, the Loan and the risks associated with the extension of credit evidenced by the Loan; and has the ability to bear the economic risk of extending the credit evidenced by the Loan. The Lender is not acting as a broker, dealer, municipal securities underwriter, municipal advisor or fiduciary in connection with its extension of credit evidenced by the Loan.
3. The Lender has conducted its own investigation of the financial condition of the Borrower, the purpose for which the Loan is being executed and delivered and of the security for the payment of the principal of and interest on the Loan, and has obtained such information regarding the Loan and the Borrower and its operations, financial condition and financial prospects as the Lender deems necessary to make an informed decision with respect to its extension of credit evidenced by the Loan.
4. The Lender is extending credit to the Borrower evidenced by the Loan and is acquiring the Loan for its own loan account and without any present intention of distributing, assigning, or selling any interest therein or portion thereof, provided that the Lender retains the right at any time to dispose of the Loan or any interest therein or portion thereof, but agrees that any such sale, transfer or distribution by the Lender shall be made, in accordance with applicable law and the provisions of the Loan, the Loan Agreement, and related documents, to (a) an affiliate of the Lender or (b) one or more banks. The Lender and its assignees further retain the right to sell or assign participation interests in the Loan to one or more entities listed in (a) or (b) of this Section 4, provided that any participation, custodial or similar agreement under which multiple ownership interests in the Loan are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees to act on their behalf with respect to the rights and interests of the registered owner of the Loan, including with respect to the exercise of rights and remedies of the registered owner on behalf of such owners upon the occurrence of an event of default under the Loan.

5. The Lender acknowledges that (a) the Loan (i) has not been registered under the Securities Act of 1933, as amended, (ii) has not been registered or otherwise qualified for sale under the securities laws of any state, and (iii) will not be listed on any securities exchange and (b) there is no established market for the Loan and that none is likely to develop. The Lender understands and acknowledges that (a) the Loan is not intended to be a security, (b) the Lender will treat the Loan as a loan and not a security for accounting purposes, and (c) the Loan will neither be assigned a CUSIP number nor made DTC eligible.

6. The Lender is acting solely for its own account and not as a fiduciary for the Borrower or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor, or fiduciary. The Lender has not provided, and will not provide, financial, legal (including securities law), tax, accounting, or other advice to or on behalf of the Borrower (including to any financial advisor or any placement agent engaged by the Borrower) with respect to the structuring or delivery of the Loan. The Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Borrower with respect to the transactions relating to the structuring or delivery of the Loan and the discussions, undertakings, and procedures leading thereto. Each of the Borrower [, its financial advisor,] and its loan placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting, and other advice (including as it relates to structure, timing, terms, and similar matters and compliance with legal requirements applicable to such parties) with respect to the Loan from its own financial, legal, tax, and other advisors (and not from the undersigned or its affiliates) to the extent that the Borrower, its financial advisor, or its placement agent desires to, should, or needs to obtain such advice. The Lender expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the Borrower's financial advisor or loan placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the Borrower's [financial advisor or] loan placement agent, with respect to any such matters. The transactions between the Borrower and the Lender are arm's-length, commercial transactions in which the Lender is acting and has acted solely as a principal and for its own interest, and the Lender has not made recommendations to the Borrower with respect to the transactions relating to the Loan.

[NAME OF LENDER]

By _____
Name _____



SUBJECT FOR DISCUSSION

Authorize the City Administrator to Execute an Underwriter Engagement Agreement with Stifel, Nicolaus & Company, Incorporated.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

In the process of issuing bonds to fund the construction of the recreation center additions, it is necessary to execute an engagement agreement with an underwriter. The agreement will allow Stifel to work with the City and bond council to structure the bond issue to the Recreation Centers best advantage.

FINANCIAL CONSIDERATIONS

Underwriting fees will be added to the principal of the bonds. Stifel's fee will be .8% of the issue principal.

LEGAL/POLITICAL CONSIDERATIONS

When selling bonds, it is necessary to work with an underwriter who will coordinate all legal matters with the City Attorney and bond council to issue all state and federal laws are followed.

ALTERNATIVES/OPTIONS

Find another underwriter.

Do not construct the Recreation Center additions and do not sell bonds.

STAFF RECOMMENDATIONS

Approve the underwriter agreement with Stifel, Nicolaus & Company and authorize the City Administrators signature on the agreement.

Attachments: a. Underwriter agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

UNDERWRITER ENGAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of December, 2022, by and among the City of Fort Lupton, Colorado (the "Issuer") and Stifel, Nicolaus & Company, Incorporated, (the "Underwriter" or "Stifel"), with reference to the following facts:

RECITALS

WHEREAS, the Issuer plans to issue General Obligation Bonds, Series 2023 (the "Bonds") to finance improvements to the City's recreation center (the "Project"); and

WHEREAS, the Issuer desires and is authorized by law to retain the services of the Underwriter in connection with the issuance of the Bonds; and

WHEREAS, the Underwriter agrees to be retained by the Issuer and to provide to the Issuer the services described herein; and

WHEREAS, Stifel agrees to act as underwriter, subject to the conditions set forth herein;

NOW therefore, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

Scope of Services

The Issuer has engaged the Underwriter to perform various services related to the issuance of the Bonds, which are to be performed within the framework of all relevant rules and regulations. All services are provided on an arm's length, commercial basis and may or may not be provided in conjunction with services provided by advisors to the Issuer, such as, but not limited to, a financial advisor or a municipal advisor.

With this understanding, the Underwriter may provide the following services and perform the following functions with respect to the Bonds:

A. Structuring the Financing

1. The Underwriter will work with the Issuer, its bond counsel, financial advisor, disclosure counsel, and other members of the Issuer's financing team in evaluating specific terms and conditions affecting the Bonds with the purposes of meeting the Issuer's financing objectives and assuring appropriate credit quality;
2. The Underwriter will work with the Issuer to create a feasible and efficient structure for the Bonds in order to enhance the Bonds' marketability;
3. In cooperation with Issuer, the Underwriter will assist in the preparation of and/or review of all documents necessary to implement the issuance of the Bonds, including, but not limited to, authorizing resolutions, bond purchase agreement, and preliminary and final official statements distributed to potential investors, as required;

B. Marketing the Securities

1. The Underwriter will provide information and material as needed to support presentations for rating agencies and/or bond insurance companies; if requested;
2. The Underwriter will coordinate printing and distribution of the preliminary and final official statements;

3. Together with the Issuer and other appropriate parties, the Underwriter will provide market information on the timing of the sale of the Bonds in relation to the market conditions and financing needs;
4. The Underwriter will arrange for distribution of the final official statements in accordance with Section 240.15c2-12 of Title 17 of the Code of Federal Regulations; and
5. The Underwriter will serve as sole managing underwriter of the Bonds, which obligation is conditioned upon the execution of a mutually satisfactory bond purchase agreement and other customary documentation, and coordinate with all parties so as to consummate the sale and delivery of the Bonds in a timely manner.

Regulatory Disclosure

The Issuer is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission's adopted rule commonly known as the "Municipal Advisor Rule" (SEC Rule 15Ba1-1 to 15Ba1-8 -"the Rule") and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter for a particular issuance of municipal securities. Some of the services that Stifel will be called upon to perform, such as providing advice with respect to the sizing, structure, timing and terms of the Bond issuance, are services that are also commonly provided by financial advisory firms.

However, in providing such services for the Bonds, the parties understand and agree that Stifel is serving as an underwriter for this transaction and is permitted to give advice and recommendations under the "underwriter exclusion" provision of the Rule. Issuer agrees that Stifel will not be serving as the Issuer's financial advisor or acting as an agent or fiduciary for the Issuer and that the Issuer will be consulting with its own legal, financial and other advisors. This Agreement and relationship shall be either executed, approved or acknowledged by the governing board of Issuer (the "Governing Board").

Disclosures Required by MSRB Rule G-17 Concerning the Role of the Underwriter

The Issuer confirms and acknowledges the following disclosures, as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019)¹:

The following G-17 conflict of interest disclosures are broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures. You may receive additional separate disclosure letters pursuant to Rule G-17 from the co-managing underwriters or other syndicate members for the Bonds if they have their own dealer-specific or transaction-specific disclosures.

1. Dealer-Specific Conflicts of Interest Disclosures

Stifel has not identified any actual or potential² material conflicts of interest.

2. Transaction-Specific Disclosures: Disclosures Concerning Complex Municipal Securities Financing:

Since we have not recommended a "complex municipal securities financing" to the Issuer or Obligor, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

² When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

3. **Standard Disclosures**

- **Disclosures Concerning the Underwriters' Role:**
 - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
 - The underwriters' primary role is to purchase the securities with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
 - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
 - The underwriters have a duty to purchase the securities from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the securities to investors at prices that are fair and reasonable.
 - The underwriters will review the official statement for the securities, if any, in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.³
- **Disclosures Concerning the Underwriters' Compensation:**
 - The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Limitation of Duties

The Issuer acknowledges and agrees that Stifel is not making a commitment to extend credit, make a loan or otherwise fund the Project beyond the obligations contained in a mutually satisfactory bond purchase agreement. The Issuer acknowledges that the services provided under this Agreement involve professional judgment by Stifel and that the results cannot be, and are not, guaranteed.

³ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

As addressed above, among the services that Stifel will perform under this Agreement is assistance in preparation of, and/or review of the preliminary and final official statements for the Bonds. We note, however, that under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. Our assistance with respect to, and/or review of the official statement will be solely for purposes of satisfying our obligations as underwriter under the federal securities laws and such assistance and/or review should not be construed by the Issuer as a guarantee of the accuracy or completeness of the information in the official statement.

Expenses

The Issuer, from the Bond proceeds, will pay the Underwriter's costs incurred in the performance of this Agreement, including costs of its legal counsel, if any, communication, preparation of the official statements, and overhead expenses.

The Issuer, from the Bond proceeds or other lawfully available funds, will pay for legal fees, including disclosure counsel; rating agency and credit enhancement fees including all related travel (if any); the cost of appraisal, fiscal consultant, statistical, computer, and graphics services (if any), cost of printing and distribution of the official statements and expense of publication, advertising, and informational meetings; and the costs of fiscal agent or bond trustee and registrar.

Compensation

The Underwriter agrees to prepare and coordinate all aspects of the sale of the Bonds. Stifel will be paid only when the Bonds are sold. The fee for Stifel's preparation and coordination of the sale of the Bonds shall be \$8.00 per \$1,000.00 of Bonds sold. The underwriting fee is contingent on a successful sale of the Bonds and is payable from the proceeds of the Bonds.

Term of Agreement

This Agreement is to continue until the Project is financed or until the Governing Board formally abandons the Project, unless previously terminated by mutual written consent of the parties hereto.

This Agreement may be terminated at any time by the Issuer, upon five business days' prior notice to such effect to the Underwriter, or by the Underwriter upon five business days' prior notice to such effect to the Issuer. Any such termination, however, shall not affect the obligations of the Issuer under the Expenses section hereof.

Severability of Provisions

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Governing Law

This Agreement, and the rights and obligations of the parties hereto, shall be construed, interpreted and enforced pursuant to the laws of the State of Colorado, and exclusive venue in any and all actions existing under this Agreement shall be laid in the action or proceeding which Issuer or Underwriter may be required to prosecute to enforce its respective rights within this Agreement. The unsuccessful party therein agrees to pay all costs incurred by the prevailing party therein, including reasonable interest and attorney's fees, to be fixed by court, and said costs, interest, and attorneys' fees shall be made a part of the judgment in said action. Prior to the commencement of any litigation concerning this Agreement, the Issuer and the Underwriter agree to first submit any disagreements to mediation. This mediation requirement is intended to reduce the costs of dispute resolution for both parties.

Subcontractors

The Underwriter shall, with the prior written approval of the Issuer, use such subcontractors as are necessary in the fulfillment of this Agreement.

Miscellaneous

Nothing contained herein shall preclude the Underwriter from carrying on its customary and usual business activities. The Underwriter specifically reserves the right, but is not obligated, to bid for and maintain secondary markets on any Issuer outstanding bonds subject to appropriate information barriers. Services provided by the Underwriter in connection with this Agreement shall not limit the Underwriter from providing services for the Issuer in conjunction with other services requested by the Issuer except as limited by rule of law or regulation.

Stifel certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. Stifel understands that “boycott” includes, but is not limited to, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

In connection with services agreed to herein, it is understood that the Underwriter will render professional services as an independent contractor. Neither the Underwriter nor any of its agents or employees shall be deemed an employee of the Issuer for any purpose.

The Underwriter shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the Issuer.

The Issuer acknowledges and recognizes Stifel as Underwriter with respect to the municipal securities referenced for purposes of MSRB Rule G-23 and Securities and Exchange Commission Rule 17 CFR (Registration of Municipal Advisors) and acknowledges receipt of the G-17 disclosures included herein. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

This Agreement constitutes the entire agreement between the parties relating to the subject matter thereof and supersedes any prior understandings or representations. The Agreement may be amended or modified only by a writing signed by both parties. It is solely for the benefit of the Issuer and Stifel, and no other person.

This Agreement is submitted in duplicate originals. The acceptance of this Agreement by the Issuer will occur upon the return of one original executed by an authorized Issuer representative, and the Issuer hereby represents that the signatory below is so authorized.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Stifel, Nicolaus & Company, Incorporated

By Alan T. Matlosz

Name: Alan Matlosz

Title: Managing Director

Date: December 8, 2022

ACCEPTANCE

City of Fort Lupton, Colorado

By _____

Name _____

Title _____

Date _____



SUBJECT FOR DISCUSSION

Approve Signing of the Colorado Department of Transportation (CDOT) Right of Way (ROW) Utility Permit for Force Main from the Wastewater Treatment Plant (WWTP) to Metro Northern Plant Along HWY 85

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City's consultant (Burns & McDonnell) has provided CDOT with all the required documentation and received permission from CDOT to construct the force main from the existing WWTP to the METRO Northern Treatment plant within HWY 85 ROW.

The permit includes an understanding of CDOT's requirement for the City to remain responsible for cost of relocating the pipeline in the event future highway projects require it. Staff deems the risk low of this happening in the near future (20 to 40 years out). The selected alignment is along the extreme west side of the ROW leaving adequate room for an additional lane if needed for widening of the highway. The selected alignment along HWY 85 is the most direct route between the two WWTPs, saving more than \$2,000,000 in construction costs.

The permit also requires a third party inspector to report to CDOT for inspection of the construction project. This function will be a part of the Construction Management contract (which is also required by the USDA grant/loan program).

FINANCIAL CONSIDERATIONS

None at this time.

LEGAL/POLITICAL CONSIDERATIONS

None.

ALTERNATIVES/OPTIONS

- Approve the Mayor to sign the permit
- Redesign route to avoid the Hwy 85
- Do nothing

STAFF RECOMMENDATIONS

City staff recommends approval of the Mayor signing the Utility Permit from CDOT.

Attachments: a. CDOT Utility Permit

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

UTILITY PERMIT

PERMITTEE Name: The City of Fort Lupton	APPLICANT Name: Burns and McDonnell	DEPARTMENT USE ONLY Date Issued: 12/15/2022		
REP: Roy Vestal	REP: Ryan Brong	Permit # 4220762	Milepost(s)	Side(s)
Address: 130 S McKinley Ave Fort Lupton, Colorado 80621	Address: 9785 Maroon Cir #400 Centennial, Colorado 80112	S.H.# 085	236.069	Left
Email: rvestal@fortluptonco.gov	Email: rsbrong@burnsmcd.com	Region: 4	241.486	Left
Telephone: 720-466-6109	Telephone: 484-634-2774	S.H. Section : C		
		Patrol:		

NOTICE TO PERMITTEE: For underground facility location information, contact the Utility Notification Center of Colorado (UNCC). Pursuant to 9-1.5-103 C.R.S. you shall not make or begin excavation without first notifying the UNCC and if necessary, then notifying the tier two members having underground facilities in the area of such excavation. Notification shall also be given to the CDOT regional permitting office, or as otherwise directed by this Permit's Special Provisions. Notice of the commencement, extent and duration of the excavation work shall be given at least two business days prior thereto, not including the day of actual notice. The UNCC may be called at 1-800-922-1987.

ACTIVITY DESCRIPTION (Furnished by Permittee)

PURPOSE ☒ Installation ☐ Adjustment ☐ Removal ☐ Relocation ☐ SUE/Other ☐ Maintenance of Existing Facility
FACILITY (Type, size, class of transmittant, design pressure or etc.)
DESCRIPTION OF WORK: Installation of 20" PVC pipe which will convey flow from the CDOT Highway 52 area to the Metro Water Recovery Northern Treatment Plant. The pipeline will be pressurized with periodic air/vacuum valves within vaults as well as direct-bury isolation valves within CDOT ROW.
NATURE OF INSTALLATION: ☒ Longitudinal ☐ Transverse (Crossing) ☒ Buried ☐ Aerial/Ground-mounted
LOCATION: This work will occur in the US 85 right-of-way, from the 168th Ave. intersection to Hwy 52, mostly on the west side of the highway.
County: Weld County **City/Town:**
ADDITIONAL REMARKS: **THE PLACEMENT OF THIS LINE IS A SPECIAL ALIGNMENT IN AN EXPRESSWAY BY CDOT. BY EXECUTING THIS PERMIT, FT. LUPTON WAIVES THE RIGHT FOR ANY REIMBURSEMENT COSTS UNDER THE COLORADO UTILITY CODE IF THIS LINE NEEDS TO RELOCATE FOR A FUTURE CDOT CONSTRUCTION PROJECT.** CDOT reserves the right to require the permittee hire a 3rd party inspector whom reports to CDOT to inspect this project.

SPECIAL PROVISIONS (completed by the Department) The Special Provisions are terms and conditions of this permit.

Any work shall only be in accordance with the approved plans and special provisions as set forth in this permit and its attachments.

The CDOT inspector is **Jacob Holcomb** Telephone: (970) 590-7154

Inspector Email: Jacob.holcomb@state.co.us

Work is to be completed on or before: **12/15/2024** or within 365 days, (as applicable)

Work time restrictions: Per approved TC plans.

Designated minimum cover is 4 feet

Designated overhead clearance is 24 feet

(ALSO SEE ATTACHED STANDARD PROVISIONS, AND ADDITIONAL SPECIAL PROVISIONS), (TRAFFIC CONTROL MUST CONFORM TO THE MUTCD)

Other:

Permittee is prohibited from commencing any work within highway ROW prior to issuance of a fully endorsed and validated permit. Permit, plan exhibit, insurance certificate(s), and traffic control plan must be available on site during work. High visibility vests are required at all times during working hours.

1. Your request to use and/or occupy state highway system rights of way as described above is granted subject to the terms and conditions of this permit, including the Standard and Special Provisions as shown on the permit and all attachments hereto.
2. To the extent authorized by law, Permittee hereby assumes, releases and agrees to indemnify, defend, protect, and save the State of Colorado harmless from and against any loss and/or damages to the property of the State of Colorado, third parties or the Permittee's facilities, and all loss and/or damage on account of injury to or death of any person whomsoever, arising at any time, caused by or growing out of the occupation of Colorado State Highway rights of way by Permittee's facilities or any part thereof, including but not limited to installation, adjustment, relocation, maintenance or operation, or removal of existing facilities, unless such loss and/or damage arises from the sole negligence or willful conduct of the State of Colorado or its employees or agents.
3. Failure by the Permittee to comply with any of the included terms or conditions may subject this permit to suspension or cancellation, at the discretion of the Department of Transportation.
4. THIS PERMIT IS NOT VALID UNTIL FULLY ENDORSED BY ALL PARTIES, WITH DATE OF ISSUE AFFIXED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPARTMENT. A FULLY EXECUTED COPY OF THIS PERMIT MUST BE ON FILE AT THE TRANSPORTATION REGION OFFICE.
5. In accepting this permit the undersigned, representing the Permittee, verifies that he or she has the authority to sign for and bind the Permittee, and that he or she has read, understands and accepts all the included conditions.

CDOT Signature:	Date	Permittee Signature	Date
COLORADO DEPARTMENT OF TRANSPORTATION Chief Engineer, Regional Transportation Director or Designee		Print Name/Title	

The following Standard Provisions are terms and conditions of this permit:

Effective March 1, 2006

Utility work authorized under this permit shall comply with the requirements of the State Highway Utility Accommodation Code, and applicable federal, state, local, and industry codes and regulations.

Construction of any portion of the highway facility, including the pavement structure, subsurface support, drainage, landscaping elements and all appurtenant features, shall comply with the provisions of the CDOT Standard Specifications for Road and Bridge Construction, and with the Colorado Standard Plans (M & S Standards).

1. COMMENCEMENT AND COMPLETION

Work on highway Right of Way (ROW) shall not commence prior to issuance of a fully endorsed and validated permit.

Permittee shall notify the CDOT inspector:

- a. At least 2 working days prior to commencing work, or resuming operations which have been suspended for five or more consecutive working days
- b. When suspending operations for 5 or more working days
- c. Upon completion of work.

Work shall not proceed beyond a completion date specified in the Special Provisions without written approval of the Department.

2. PLANS, PLAN REVISIONS, ALTERED WORK

Plans or work sketch (EXHIBIT A) are subject to CDOT approval. A copy of the approved plans or sketch must be available on site during work. Plan revisions or altered work differing in scope or nature from that authorized under this permit, are subject to CDOT prior approval. Permittee shall promptly notify the CDOT inspector of changed or unforeseen conditions, which may occur on the job.

3. INSURANCE

Insurance Requirements for Utility and Special-Use Permits (Revised 7-05 per State Requirements)

- A. The Permittee shall obtain, and maintain at all times during the performance of work authorized by this Permit, insurance in the following kinds and amounts. The Permittee shall require any Contractor working for them within the State Highway Right of Way to obtain like coverage. The Permittee shall also require any Contractor or Consultant performing work described in subparagraph 4) below, to obtain Professional Liability Insurance.
 - 1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all employees acting within the course and scope of their employment and work on the activities authorized by this Permit.
 - 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Consultants, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$2,000,000 general aggregate;
 - c. \$2,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.
 - e. For any permanent Permittee-owned installations located within the State Highway Right of Way, highway repairs, or site restoration, Completed Operations coverage shall be provided for a minimum period of one year following final acceptance of work.

If any aggregate limit is reduced below 1,000,000 because of claims made or paid, the Permittee, or as applicable - their Contractor, shall immediately

obtain additional insurance to restore the full aggregate limit and furnish to CDOT a certificate or other document satisfactory to CDOT showing compliance with this provision.

- 3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
 - 4) For any: a) engineering design; b) construction inspection; or, c) traffic control plans approved by a Traffic Control Supervisor; done in association with the operations or installations authorized by this permit, Professional Liability Insurance with minimum limits of liability of not less than \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. If the policy is written on a Claims Made form, the Permittee, or, as applicable – their Consultant or Contractor, shall renew and maintain Professional Liability Insurance for a minimum of two years following final acceptance of the work, or provide a project specific Policy with a two year extended reporting provision.
 - 5) Pollution Legal Liability Insurance with minimum limits of liability of \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. CDOT shall be named as an additional insured to the Pollution Legal Liability policy. If the Policy is a component of the Professional Liability Policy, the Additional Insured requirement is waived, and the Policy shall be written on a Claims Made form, with an extended reporting period of at least two year following final acceptance of the work.
 - 6) Umbrella or Excess Liability Insurance with minimum limits of \$1,000,000. This policy shall become primary (drop down) in the event the primary Liability Policy limits are impaired or exhausted. The Policy shall be written on an Occurrence form and shall be following form of the primary. The following form Excess Liability shall include CDOT as an additional insured.
- B. CDOT shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies. Completed operations additional insured coverage shall be on endorsements CG 2010 11/85, CG 2037, or equivalent. Coverage required by the Permit will be primary over any insurance or self-insurance program carried by the State of Colorado.
- C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to CDOT by certified mail.
- D. The Permittee, or, as applicable – their Contractor or Consultant, will require all insurance policies in any way related to the Permit and secured and maintained by the Permittee, Contractor or Consultant, to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against CDOT, its agencies, institutions, organizations, officers, agents, employees and volunteers.
- E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to CDOT.
- F. The Permittee, or as applicable - their Contractor or Consultant, shall provide certificates showing insurance coverage required by this Permit to CDOT prior to commencing work. No later than 15 days prior to the expiration date of any such coverage, the Permittee, Contractor or Consultant, shall deliver CDOT certificates of insurance evidencing renewals thereof. At any time during the term of this contract, CDOT may request in writing, and the Permittee, Contractor or Consultant, shall thereupon within 10 days supply to CDOT, evidence satisfactory to CDOT of compliance with the provisions of this section.
- G. Notwithstanding subsection A of this section, if the Permittee is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the Permittee shall at all times during the term of this permit maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by CDOT, the Permittee shall show proof of such insurance satisfactory to CDOT. Public entity Permittees are not required to name CDOT as an Additional Insured.

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- H. If the Permittee engages a Contractor and/or Consultant to act independently from the Permittee on the permitted work, that Contractor and/or Consultant shall be required to provide an endorsement naming CDOT as an Additional Insured on their Commercial General Liability, Auto Liability, Pollution Legal Liability and Umbrella or Excess Liability policies.

4. WORK WHERE DEPARTMENT LACKS AUTHORITY

Utility work within municipal boundaries (pursuant to 43-2-135 CRS), on certain public lands, or on private property, may require separate approval of the appropriate jurisdictional agency or property owner.

5. INSTALLATIONS ON FREEWAYS

CDOT may permit utility accommodations on freeways, including but not limited to the Interstate System, only in accordance with Utility Accommodation Code provisions. Special case exceptions as defined therein may be permitted only in accordance with FHWA-approved Departmental policy.

6. JOINT USE ALTERNATIVES

As directed or approved by CDOT, if necessary for the safe and efficient use of the ROW, Permittee shall utilize joint use facilities such as the placement of two or more separate lines in a common trench, or attachment to the same overhead support. The Permittee will be responsible for proper coordination with other affected utilities.

7. ATTACHMENT TO HIGHWAY STRUCTURES

Permittee is responsible for designing structure attachments, subject to the approval of the CDOT Staff Bridge Design Engineer.

8. DRAINAGEWAYS AND WATERCOURSES

The flow of water shall not ever be impaired or interrupted. Where possible, crossings of ditches, canals or water-carrying structures shall be bored or jacked beneath. Irrigation ditch or canal crossings require approval of the ditch company or owner. Permittee shall repair damage to any drainage facility to the satisfaction of the owner.

9. TRAFFIC CONTROL PLAN

- a. Prior to commencing work, the Permittee shall develop and submit to the Department for acceptance, a Traffic Control Plan (TCP) for any accommodation work that will affect traffic movement or safety. The Permittee shall implement the TCP and utilize traffic control devices as necessary to ensure the safe and expeditious movement of traffic around and through the work site.
- b. The Permittee shall develop the TCP, and Methods of Handling Traffic (MHT's) included therein, in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), the Colorado Supplement thereto adopted by the Commission pursuant to sections 42-4-104 and 42-4-105 CRS, the Department's standard specifications for temporary traffic control and the Department's standard plans for signing - Standard Plans S 630-1 and S 630-2. The TCP shall include provisions for the passage of emergency vehicles through the work zone, and shall conform to the requirements of the Americans with Disabilities Act. The TCP and MHT's shall contain sufficient detail to demonstrate conformity with all applicable requirements.
- c. The Permittee shall have a competent person at the work site at all times in responsible charge of temporary traffic control. In situations where the TCP goes beyond any Typical Application shown in the MUTCD, or particularly dangerous roadway or traffic conditions exist, the Department may require the Permittee to have a Traffic Control Supervisor (TCS) develop or approve the TCP or to have a TCS on-site during work. The TCS shall be certified as a worksite traffic supervisor by either the American Traffic Safety Services Association (ATSSA) or the Colorado Contractors

Association (CCA), and shall have a current CDOT flaggers' certification card. The TCS shall be responsible for the planning, preparation, coordination, implementation, and inspection of the TCP.

- d. The Permittee shall not start the permitted work before the Department accepts the TCP.
- e. The Department may review and order changes to the TCP and MHT's during performance of the work, as required.
- f. The Permittee shall comply with the TCP at all times during performance of the work.
- g. The Permittee shall keep a copy of the TCP at the work site at all times during performance of the work for inspection.
- h. The TCP shall ensure that closure of intersecting streets, road approaches and other access points is minimized. On heavily traveled highways, the Department will not permit operations that interfere with traffic during periods of peak traffic flow.
- i. When Permittee operations coincide with highway construction or maintenance operations, the Permittee shall develop and implement the TCP in cooperation and coordination with the highway agency and/or its contractors and as otherwise directed by the Department in the permit.
- j. All flaggers shall have a current CDOT flagger certification card and shall be capable of communicating with the traveling public and others at the work site.

10. NCHRP 350 CRASHWORTHINESS REQUIREMENTS FOR WORK ZONE TRAFFIC CONTROL DEVICES

Work zone devices designated by FHWA as: Category I, including but not limited to single-piece drums, tubes, cones and delineators; Category II, including but not limited to barricades, vertical panels with light, drums or cones with light, portable sign supports, intrusion detectors and type III barricades; or as Category III, including but not limited to concrete barriers, fixed sign supports, crash cushions, and other work zone devices not meeting the definitions of Category I or II; shall meet NCHRP 350 crash test requirements. The Permittee, or their contractor shall obtain and make available upon request, the manufacturer's written NCHRP 350 certification, or as applicable, the FHWA Acceptance Letter, for each type of device. FHWA Acceptance Letters for Category II or Category III Work Zone Devices may be accessed through the FHWA website at http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm

11. WORKER SAFETY AND HEALTH

- a. All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.
- b. Personal protective equipment (PPE) (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the SH ROW, except when in their vehicles, shall wear the following personal protective equipment:
 - 1) Head protection that complies with the ANSI Z89.1 standard;
 - 2) At all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41;

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- 3) High visibility apparel, which shall, at a minimum comply with the Class 2 specifications of the ANSI/ISEA 107 standard. Class 3 apparel shall be considered for use at night or in particularly hazardous situations.
- 4) The most recent version of the ANSI standards listed above shall apply.

12. ADA REQUIREMENTS

The Permittee shall comply with the applicable provisions of the Americans With Disabilities Act, with respect to both permanent facilities installations and temporary work zones.

13. CLEAR ROADSIDE CONSIDERATIONS

- a. CDOT is committed to provide a roadside area that is as free as practical from nontraverseable hazards and fixed objects ("clear zone"). New above ground installations may be permitted within the clear zone only upon a showing that no feasible alternate locations exist. Permittee must utilize appropriate countermeasures to minimize hazards.
- b. Permittee shall remove materials and equipment from the highway ROW at the close of daily operations. The traffic control plan must include protective measures where materials and equipment may be stored on ROW. Protection of open trenches and other excavations within highway ROW shall be addressed in the Permittee's traffic control plan. All excavations shall be closed at the end of daily operations, and no open excavation will be allowed in the clear zone after dark. The Permittee agrees to promptly undertake mitigating or corrective actions acceptable to the Department upon notification by CDOT that the installation permitted herein has resulted in a hazardous situation for highway users.

14. GENERAL CONSTRUCTION REQUIREMENTS

- a. Work shall not be performed at night or on Saturdays, Sundays, or holidays without prior authorization or unless otherwise specified in this permit. CDOT may restrict work on ROW during adverse weather conditions or during periods of high traffic volume.
- b. Those areas within ROW, which must be disturbed by permit operations, shall be kept to a practical minimum. Permittee shall not spray, cut, or trim trees or other landscaping elements within highway ROW, unless such work is otherwise specified in this permit, or clearly indicated on the approved plans. Cleated or tracked equipment shall not work on or move over paved surfaces without mats, or pads on tracks.
- c. Material removed from any portion of the roadway prism must be replaced in like kind with equal or better compaction. Segregation of material is not permitted. The permitted facility shall be of durable materials in conformity with accepted practice or industry standards, designed for long service life, and relatively free from routine servicing or maintenance.
- d. Construction or compaction by means of jetting, puddling, or water flooding is prohibited within all highway ROW.
- e. Thrust blocks are required on all vertical and horizontal bends in pressure pipes.
- f. Meters shall not be placed on highway ROW except within corporate limits where municipal regulations allow such use.

15. ALIGNMENT, COVER, CLEARANCE

- a. Location and alignment of Permittee's facilities shall only be as specified in this permit or as otherwise indicated in the approved plans or work sketch (EXHIBIT A).
- b. Parallel installations will not be permitted within roadways (including curbing and/or shoulders) or median areas, except within corporate boundaries, subject to municipal regulations.

- c. Parallel installations should be located as near as practicable to the ROW line. Crossings shall be as nearly perpendicular to the highway as feasible.
- d. Where no feasible alternate locations exist, the Department may permit parallel installations along roadside areas within 15 feet from edge of shoulder or back of curb. In these cases, the facility must be so located and safeguarded as to avoid potential conflict with necessary highway appurtenances (signs, guard rail, delineators, etc.). Specific safeguards such as increasing depth of cover to 60 inches, capping, or encasement, shall be specified in this permit's Special Provisions.
- e. Parallel installations shall follow a uniform alignment, wherever practical. Due consideration must be given to conserving space available for future utility accommodations. The standard allowable deviation from the approved horizontal alignment is ± 18 inches.
- f. Minimum cover shall conform to the Special Provisions. Normal specified cover will be 48 inches or greater; reduced cover may be approved where site conditions warrant, subject to other safeguards as may be specified or approved in the permit. Minimum overhead clearance shall conform to the Special Provisions, consistent with Utility Accommodation Code criteria.

16. PAVEMENT CUTS AND REPAIRS

Paved surfaces shall not be cut unless otherwise specified in this permit. No more than one half the width of the roadbed may be opened at a time, when otherwise permitted. Pavement shall be sawed or wheel-cut to a neat line. Pavement shall be replaced to a design equal to or greater than that of the surrounding undisturbed pavement structure. Pavement repair shall conform to the Special Provisions or the approved plans.

17. BORING, JACKING, ENCASEMENT

Unless otherwise specified, buried crossings shall be bored or jacked beneath the roadway, at least from toe of slope to toe of opposite slope. Portals for untrenched crossings more than 5 feet in depth shall be bulk headed in conformance with OSHA construction and safety standards. Portal limits of untrenched crossings shall be established safely beyond the highway surface and clear zone and in no case shall the lateral distance from the surfaced area of the highway to the boring or jacking pit be less than the vertical difference in elevation between such surface and the bottom of the pit. Water jetting or tunneling is not permitted. Water assisted boring may be permitted as determined by the CDOT Inspector. Boring hole shall be oversized to the minimum amount required to allow pull-through of the conduit being installed. Resultant voids shall be grouted or otherwise backfilled, subject to CDOT approval. Ends of bored sections shall not be covered before being inspected. Encasement shall be consistent with Utility Accommodation Code provisions. CDOT may require protective casing for shallow installations or certain conduit materials. Encased crossings shall extend at least from toe of slope to toe of slope, or the full width between access-control lines on freeways, including the Interstate System.

18. INSPECTION AND ACCEPTANCE

- a. CDOT will determine the extent of inspection services necessary for a given installation. Permittee shall attend final inspection as may be required. If the initial performance of permitted work was unacceptable, as determined by the Department, the Permittee shall perform any reconstruction or improvement of that work as ordered by the Department, in a timely manner and prior to any further construction. If permitted operations are not being carried out in compliance with the terms and conditions of this permit, the Department may order the Permittee to perform whatever corrective measures are necessary to attain compliance with the permit. If there is an immediate danger to the public's health, safety or welfare, the Department may order the Permittee to cease all operations and if necessary, to remove all equipment and facilities from the SHROW.
- b. Final acceptance does not relieve Permittee of maintenance obligations toward those elements of the highway facility

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constructed under this permit. Final acceptance begins the two-year warranty period (see requirement under "Operation and Maintenance" below).

19. ENVIRONMENTAL CLEARANCES/PERMITS

- a. It is the responsibility of the Permittee to determine which environmental clearances and/or regulations apply to their activities and to obtain any clearances that are required directly from the appropriate regulatory agency prior to commencing work. Please refer to or request a copy of the "CDOT Environmental Clearance Information Summary" (ECIS) for details. The ECIS may be obtained from CDOT Permitting Offices or may be accessed via the CDOT webpage at <http://www.dot.state.co.us/UtilityProgram/Forms.cfm>. Failure to comply with regulatory requirements may result in suspension or revocation of your CDOT permit, or enforcement actions by other agencies.
- b. The Special Provisions of this permit shall list any specific environmental clearances or permits that the Department has been notified by the Permittee or by the administering regulatory agency apply to the operations authorized by this permit. The Special Provisions shall require the Permittee obtain the listed environmental clearances/permits prior to beginning work.
- c. The Permittee shall comply with all requirements described in the CDOT Environmental Clearances Information Summary, including those pertaining to:
 - 1) Ecological Resources
 - 2) Cultural Resources
 - 3) Discharges of Stormwater or Process Water
 - 4) Hazardous Materials
 - 5) Discharges of Dredged or Fill Material
 - 6) Erosion and Sediment Control
 - 7) Disposal of Drilling Fluids
 - 8) Concrete Washout
 - 9) Spill Reporting
 - 10) Transportation of Hazardous Materials
- d. Disturbance of any wildlife shall be avoided to the maximum extent practicable. If threatened or endangered species or archeological or historical artifacts are encountered during the progress of a project, work in the subject area shall be halted and the CDOT regional permitting office shall be contacted immediately for direction as to how to proceed.
- e. All discharges of stormwater or process water are subject to the applicable provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations.
- f. There shall be no disposal of hazardous materials in the state highway right of way. Solid waste shall be removed from the state highway right of way and disposed of at a permitted facility or designated collection point (such as the Permittee's own dumpster). Drilling fluids must be disposed of as described in the ECIS.
- g. If pre-existing solid waste or hazardous materials contamination (including oil or gasoline contaminated soil, asbestos, chemicals, mine tailings, etc.) are encountered during the performance of work, the Permittee shall halt work in the affected area and immediately contact the CDOT regional permitting office for direction as to how to proceed.
- h. Spills shall be reported immediately using the CDOT Illicit Discharge Hotline (303) 512-4446. Spills on the highway, into waterways, or that may otherwise present an immediate danger to the public, shall be reported by calling 911 or the Colorado State Patrol at (303) 239-4501, and the Colorado Department of Public Health and Environment at 1-(877) 518-5608.

20. RESTORATION OF RIGHT OF WAY

Prior to final acceptance, all disturbed portions of highway right of way shall be cleaned up and restored to their original condition, subject to CDOT approval. Seeding, sodding, and planting shall be as specified, or otherwise approved by CDOT. Construction, maintenance and watering requirements shall conform to the CDOT Standard Specifications. Where landscape restoration must be delayed due to seasonal requirements, such work may be authorized by separate permit. Permittee shall use only certified weed-free seed and mulch. Permittee shall clean equipment before transporting it into or out of the state to prevent the migration of noxious weeds.

21. OPERATION AND MAINTENANCE

- a. Permittee agrees to own and maintain the installation permitted herein. The facility shall be kept in an adequate state of repair and maintained in such a manner as to cause the least interference with the normal operation and maintenance of the highway.
- b. If any element of the transportation facility, constructed or replaced as a condition of this permit, fails within 24 months due to improper construction or materials, Permittee shall make all repairs immediately as notified in writing by CDOT.
- c. Routine, periodic maintenance and emergency repairs may be performed under the general terms and conditions of this permit. CDOT shall be given proper advance notice whenever maintenance work will affect the movement or safety of traffic. In an emergency, the CDOT Region office and the State Patrol shall immediately be notified of possible traffic hazards. Emergency procedures shall be coordinated beforehand, where possible.
- d. Maintenance activities requiring new excavation or other disturbance within highway ROW may require separate permit. Where highway construction or maintenance operations so require, Permittee will shut off lines, remove all combustible materials from the highway right of way, or provide other temporary safeguards.

22. MARKERS, LOCATION AIDS, LOCATION ASSISTANCE

- a. The utility shall take all practical measures to ensure that buried utility facilities are surface-detectable by standard geophysical methods. Where the utility facilities, by the nature of their material properties, burial depth or other factors, may by themselves not be surface-detectable, the utility shall, where feasible, incorporate detection wire or other detection aids in the installation of those facilities. In instances where detection aids are not feasible or would be ineffective and surface-detectability cannot be ensured, surface markers shall be installed as directed by the Department and as-constructed plans and showing the accurate horizontal and vertical location of the buried facilities shall be provided to the Department.
- b. All plowed or trenched installations must include color-coded (using the American Public Works Association color coding system) warning tape placed not less than 12 inches vertically above the top of the line. The warning tape shall be surface-detectable if needed to facilitate detection of the line.
- c. The utility shall place readily identifiable markers at the right of way line where it is crossed by pipelines carrying transmittants which are flammable, corrosive, expansive, energized, or unstable, particularly if carried at high pressure or potential, except where a vent will serve as a marker.
- d. The utility shall place markers for longitudinal underground facilities vertically above the facilities or at a known horizontal offset, unless otherwise approved in writing by the Department. Each marker shall provide a fore- and backsight to succeeding and preceding markers. Markers shall be installed at suitable intervals along tangent sections, at angle points or points of curvature and at reasonable intervals along curves.
- e. The utility shall maintain any markers required by this Code for the life of the installation.
- f. The Department may require the utility to submit "as-constructed" plans. The Department may enter into an agreement with the utility

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whereby the Department can rely on those plans for the exact location of the utility for any future excavations, and need not give notice to the utility under Article 1.5 of Title 9, C.R.S.

- g. The utility will comply with the applicable requirements of Article 1.5 of Title 9 C.R.S., including any requirement to participate in the State's Notification Association pursuant to 9-1.5-105 C.R.S.. All owners of underground utilities within the SHROW, with the exception of the Department itself, must become members of the UNCC Notification Association.
- h. In addition to complying with the provisions of Article 1.5 of Title 9 C.R.S (One-Call Statute) in response to the Department's notification of planned excavations, utility owners shall surface-mark their buried utility facilities that are located within the SHROW in order to facilitate Departmental engineering and design activities, upon reasonable request from the Department, and at no cost to the Department. The Permittee shall respond to such request within a reasonable timeframe acceptable to the Department, but no longer than 14 calendar days from the date of request, and the accuracy of the surface marking shall be within 18 inches of either side of the actual location of the buried facility.

23. ADJUSTMENTS DUE TO HIGHWAY CONSTRUCTION

If for any transportation purpose it becomes necessary to remove, adjust, or relocate this facility, Permittee will do so promptly, at no cost to the CDOT except as provided by law, upon written notice from CDOT and in accordance with the utility relocation permit issued to cover the necessary work. The utility shall perform the relocation at or within a time convenient to and in proper coordination with the project or transportation-related activity, to minimize public inconvenience and cost, as directed by the Department in the permit authorizing the relocation. The utility company shall pay for damages caused by the company's delay in the performance of utility relocation work or interference with the performance of transportation project work done by others. Such damages include, but are not limited to, payments made by the Department to any third party based on a claim that performance of the transportation project work was delayed or interfered with as a direct result of the utility company's failure to timely perform the utility relocation work. Damages resulting from delays in the performance of the utility relocation work or interference with the transportation project work that are caused by events beyond the utility company's ability to reasonably foresee or control (a force majeure) shall not be charged to the utility company.

24. ABANDONMENT, RETIREMENT, CHANGE IN OWNERSHIP

- a. The Permittee shall notify the Department in writing of the planned retirement or abandonment of its facility or any portion thereof. The Department will notify the Permittee in writing if it determines that the facilities may be retired or abandoned in place, along with any special conditions that may apply.
- b. Retired facilities shall remain the Permittee's sole responsibility, subject to all provisions of the Utility Accommodation Code and all of the terms and conditions of the permit issued for that facility, including maintenance and relocation requirements.
- c. The Permittee shall promptly remove all abandoned facilities from the SH ROW and promptly restore the SH ROW to pre-existing or other conditions prescribed by the Department unless the Department in writing expressly allows the facility to remain in place. Written notice from the Department, allowing an abandoned facility to remain in place, may include special conditions.
- d. If utility facilities are retired or abandoned in place, the utility shall comply with that decision if directed by the Department:
 - 1) cap, plug or fill lines,
 - 2) furnish suitable location records for any such buried facilities,
 - 3) maintain its own records of such facilities and respond to locate notices/requests from the UNCC and/or excavators, In providing such locates, the utility will indicate to the requesting entity whether or not the subject facilities are retired or abandoned.

- 4) perform any other actions as deemed necessary by the Department to protect the transportation facility and/or the traveling public.

- e. If the ownership of utility facilities is transferred, both the original Permittee and the new owner shall notify the Department in writing prior to the change in ownership, and such notice shall state the planned date of change in ownership. The notice from the new owner shall include a written statement accepting all terms and conditions of the existing permit, effective upon the planned date of the change in ownership.
- f. Utility facilities containing asbestos may not be abandoned in-place. Ordinarily, such facilities must be removed from the SHROW when take out of service. On a case-by-case basis, the Department may allow such facilities to be retired in-place, with the owner retaining full legal ownership and responsibility for the facilities.

25. SUSPENSION AND CANCELLATION

- a. The CDOT inspector may suspend operation due to:
 - 1) Non compliance with the provisions of this permit
 - 2) Adverse weather or traffic conditions
 - 3) Concurrent transportation construction or maintenance operations in conflict with the permitted work.
 - 4) Any condition deemed unsafe for workers or for the general public.
- b. Work may resume when grounds for suspension no longer exist.

This permit is subject to cancellation due to:

- 1) Persistent noncompliance with permit provisions
 - 2) Abandonment or transfer of ownership
 - 3) Superseded by new permit covering the same installation
 - 4) Conflict with necessary planned transportation construction.
- c. Permittee must promptly terminate occupancy upon notice of cancellation of permit, unless a new permit is applied for and granted.
 - d. Where Permittee does not fulfill an obligation to repair or maintain any portion of the highway facility, or control and safely maintain the flow of traffic thereon, CDOT reserves the right, in lieu of canceling this permit, to accomplish the required work by any other appropriate means, and Permittee shall be liable for the actual costs thereof.

COLORADO DEPARTMENT OF TRANSPORTATION

Environmental Clearances Information Summary

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive—additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT: Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2000 Water Quality Control Division (WQCD): (303) 692-3500
Environmental Permitting Website <https://www.colorado.gov/pacific/cdphe/all-permits>
- CDOT Water Quality Program Manager: (303) 512-4053 <https://www.codot.gov/programs/environmental/water-quality>
- CDOT Asbestos Project Manager: (303) 512-5519
- Colorado Office of Archaeology and Historic Preservation: (303) 866-5216
- U.S. Army Corps of Engineers, District Regulatory Offices:
Omaha District (Northeastern CO), Denver Office (303) 979-4120
<http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx>
Sacramento District (Western CO), Grand Junction Office (970) 243-1199
<http://www.spk.usace.army.mil/Missions/Regulatory.aspx>
Albuquerque District (Southeastern CO), Pueblo Office (719) 543-9459
<http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx>
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 <https://www.codot.gov/business/permits>

Wildlife Resources - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat requires special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, <http://www.codot.gov/programs/environmental/wildlife/guidelines>, or the Colorado Parks and Wildlife (CPW) website, <http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>.

Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAH), Denver, to ascertain if historic or archaeological resources have previously been identified (<https://www.historycolorado.org/file-access>; 303-866-5216). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM.

Paleontological Resources - The level of effort required for paleontological resources is dependent on the amount of ground disturbance, including rock scaling, digging, trenching, boring, ground leveling, and similar activities.

- If the permit will involve extensive ground disturbance (generally involving more than one mile of CDOT ROW), a full review will be required by a qualified paleontologist, including map, file, and locality searches, with final recommendations provided by the CDOT paleontologist upon receipt of the report. Based on results of the review, a survey or inventory of the permit area may be necessary.
- If the permit will involve a small amount of ground disturbance (less than one mile of ROW), the applicant must request a fossil locality search through the University of Colorado Museum of Natural History (<https://www.colorado.edu/cumuseum/research-collections/paleontology/policies-procedure>) and the Denver Museum of Nature and Science (<https://www.dmns.org/science/earth-sciences/earth-sciences-collections/>). The museum collections manager will provide information about localities in the project area. If there are no known localities, the permit requirement for paleontology is complete upon submitting that information to CDOT. If there are known localities, the CDOT paleontologist will be contacted by the museum with details, and additional recommendations will be made if necessary. Note that museum staff are not required to disclose the details of fossil localities to the permit applicant, nor is detailed locality information required for the permit application to proceed.
- If the permit involve no ground disturbance, no action is required for paleontological resources. If fossils are encountered during the permitted action, all work in the immediate area of the find should stop and the CDOT Staff Paleontologist and the Region Environmental Manager should be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. Contact Information: See the museum websites listed above. The CDOT Paleontologist is not able to conduct locality searches independently. For further information contact CDOT Paleontologist Nicole Peavey at nicole.peavey@state.co.us or (303)757-9632.

CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed.

Contact Information: Theresa Santangelo-Dreiling, CDOT Hazardous Materials Management Supervisor: (303) 512-5524.

Asbestos Containing Materials, Asbestos Contaminated Soil - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. **Contact Info:** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information [concerning clearance on CDOT projects](#) is available from the CDOT Asbestos Project Manager (303) 512-5519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor: (303) 512-5524.

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. **Contact Information:** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra- state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD - Clean Water Act section 404 permits are often required for the discharge of dredged or fill material into waters of the U.S., including wetlands. Several types of section 404 permits exist, including nationwide, regional general, and individual permits. Nationwide permits are the most commonly authorized type for activities with relatively minor impacts. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at <https://www.codot.gov/programs/environmental/wildlife/guidelines>.

Erosion and Sediment Control Practices - Any activities that disturb one or more acres of land require a Stormwater Construction Permit (SCP) from the CDPHE-WQCD. Erosion & sediment control requirements will be specified in that permit. In situations where a stormwater permit is *not* required, all reasonable erosion and sediment control measures should be taken to minimize erosion and sedimentation. Control practices should be in accordance with CDOT Standard Specifications 107.25, 208, 213 and 216 (<https://www.codot.gov/business/designsupport/cdot-construction-specifications>). The CDOT Erosion Control and Stormwater Quality Guide (website: <https://www.codot.gov/programs/environmental/landscape-architecture/erosion-storm-quality>) can also be used to design erosion/sediment controls. **Contact Information:** Contact the CDPHE-WQCD at (303) 692-3500. Website: <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>

Site Stabilization - All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. The CDOT Erosion Control and Stormwater Quality Guide should also be used to plan restoration of disturbed vegetation. Website: <https://www.codot.gov/programs/environmental/landscape-architecture/erosion-storm-quality>

Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from certain types of industrial facilities, such as concrete batch plants - require a CDPS Stormwater Permit. **Contact Information:** Contact the CDPHE-WQCD at (303) 692- 3500. Website: <https://colorado.gov/pacific/cdphe/wq-commerce-and-industry-permits>

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall be in accordance to CDOT specifications and guidelines at <https://www.codot.gov/business/designsupport/cdot-construction-specifications> and refer to the specifications and their revisions for sections 101, 107 and 208.

Construction Dewatering (Discharge or Infiltration) and Remediation Activities - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. **Contact**

Information: Contact the CDPHE-WQCD at (303) 692-3500. For Applications and Instructions:

<https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>.

Municipal Separate Storm Sewer System (MS4) Requirements - When working in a MS4 area, discharges to the storm sewer system are subject to CDOT's or other municipalities' MS4 Permit. For activities within the boundaries of a municipality that has a MS4 permit, the owner of such activity should contact the municipality regarding stormwater related requirements. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (<https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes>) and the CDOT MS4 Permit #COS-000005 (<https://www.codot.gov/programs/environmental/water-quality/documents>). Discharges are subject to inspection by CDOT and CDPHE. For CDOT-related MS4 programs and requirements, go to:

<https://www.codot.gov/programs/environmental/water-quality/stormwater-programs>.

Post-Construction Permanent Water Quality - When working in a CDOT MS4 area and the activity disturbs one or more acres, permanent water quality control measures may be required. Information on the requirements can be found under the CDOT Permanent Water Quality MS4 Program at: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/pwq-permanent-water-quality>

Discharges to Storm Sewer Systems

Prohibited Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment.

Allowable Discharges - The following discharges to stormwater systems are allowed without a permit from the CDPHE-WQCD: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. **Contact Information:** Contact the CDPHE-WQCD at (303) 692-3500. Information can also be found in the CDOT Illicit Discharge MS4 Program PDD at: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/idde.html>.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4426 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at <https://www.colorado.gov/pacific/cdphe/emergency-reporting-line>.

Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" or "solid wastes," and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). **Contact Information:** Contact CDPHE (telephone #'s listed above).

Noxious Weeds and Invasive Species Management Plan - Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (<https://www.colorado.gov/pacific/agconservation/noxiousweeds>) and the Colorado Division of Parks and Wildlife (<http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx>). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.

What is stormwater runoff?

Stormwater runoff occurs when precipitation from rain or snowmelt flows over the ground. Impervious surfaces like roads and sidewalks prevent stormwater from naturally soaking into the ground

Why is stormwater runoff a problem?

Stormwater can pick up debris, chemicals, dirt and other pollutants and flow into CDOT's storm drain system or directly into a stream, river, lake, wetland or reservoir. Anything that enters CDOT's storm drain system is discharged untreated into the waterways we use for fishing, swimming, and providing drinking water.



Dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, pH, wrecked or discarded equipment, rock, sand, any industrial, municipal, or agricultural waste.

Tips for Reporting an Illicit Discharge

Call the illicit discharge hotline at **(303) 512-4426** From a safe distance try to estimate the amount of the discharge.

Identify characteristics of the discharge (color, odor, algae, etc.).

Obtain information on the vehicle dumping the waste (if applicable).

Do not approach!

Call *CSP for illicit dumping.

If possible, take a photo, record a license plate.

REMEMBER:

Never get too close to the illicit discharge, it may be dangerous!!!

For more information on CDOT Utility Permits:

<https://www.codot.gov/business/permits/utilities/specialuse>

For more information on CDOT Access Permits:

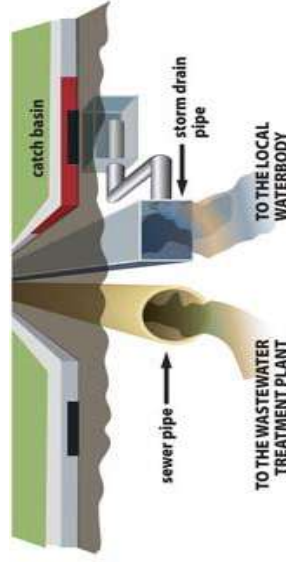
<https://www.codot.gov/business/permits/access/permits>

For more information on CDOT Water Quality Program:

Water Quality Program Manager
4201 E. Arkansas Ave.
Shumate Building
Denver, Colorado 80222
303-757-9343

Water Quality Program Industrial Facilities Program

CDOT has a Municipal Separate Storm Sewer System permit, otherwise known as (MS4) from the Colorado Department of Public Health and Environment. The permit states that only stormwater can be discharged from CDOT's storm drain system



As part of the permit, CDOT has several different programs to prevent pollutants from entering into the storm drain system:

- Construction Site Program
- New Development Redevelopment Program
- Illicit Discharge Program
- Industrial Facilities Program
- Public Education and Outreach Program
- Pollution Prevention and Good Housekeeping Program
- Wet Weather Monitoring Program

Industrial Facilities Program Elements:

1. Educate and outreach to owners or operators that have potential to contribute substantial pollutant to water.
2. Report and include information on discharge and water quality concerns. Provide written notification within 15 days of discovery to CDPHE.
3. Submit an annual report to CDPHE containing the number of informational brochures distributed; name and title of each individual trained.

Education

There are instances when a utility company or other entity doing work in the state highway right-of-way will require some type of environmental permit or clearance for that work. CDOT has put together an Environmental Clearances Information Summary for those applying for a CDOT Utility and Special Use Permit or Access Permit to obtain all required clearances. This fact sheet is given to each permittee and is available at:

<http://www.coloradodot.info/programs/environmental/resources/guidance-standards/Environmental%20Clearances%20Info%20Summary.pdf>

CDOT defines a utility, or utility facility as any privately, publicly, or cooperatively owned line, facility, or system producing, transmitting or distributing the following:

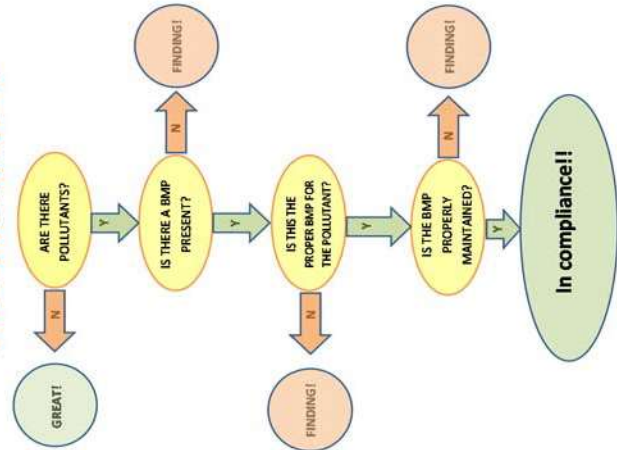
- ✓ Communications
- ✓ Cable television
- ✓ Power
- ✓ Electricity
- ✓ Light
- ✓ Heat Gas
- ✓ Oil
- ✓ Crude Products
- ✓ Water
- ✓ Stream
- ✓ Waste
- ✓ Stormwater not connected with highway drainage
- ✓ Similar Commodity



Control Measures for Industrial Facilities

Industrial facilities can use control measures (CM) otherwise known as Best Management Practices (BMP) during the construction of a facility and when operating the facility. Control measures are schedules of activities, maintenance procedures, and other management practices to prevent and reduce pollution entering into CDOT's storm drain system. Control Measures also include treatment, operating procedures, and practices to control site run off which can include structural and non-structural controls.

THE GAUNTLET



1. GENERAL

2. This permit is issued in accordance with the State Highway Utility Code and is based in part upon the information submitted by the Permittee. This permit is only for the use and purpose stated in the Application and Permit. A copy of the State Highway Utility Code can be downloaded at: http://www.coloradodot.info/business/permits/utilitiesspecialuse/2CCR_601_18.pdf/view

3. Please refer to this permit number in all communications and correspondence.

4. The Permittee is responsible for obtaining any necessary additional federal, state, and/or City/County permits or clearances required to proceed with permitted work . Approval of this utility/special use permit does not constitute verification of this action by the Permittee.

5. The Permittee, his or her heirs, successors-in-interest, assigns, and occupants of the Utility/Construction/Landscape/Special Use permitted by this permit shall be responsible for meeting the terms and conditions of this permit.

6. Before work begins, a certificate of insurance naming the Colorado Department of Transportation (CDOT) as an additional insured is required to be submitted to:

CDOT Region 4
Utilities Permits
10601 W. 10th Street
Greeley, CO 80634

Description should include this permit number. Insurance should be in effect through 2-year warranty period from permit issue date and as long as installation exists in CDOT right-of-way. See attached Standard Terms 3.A through 3.H., inclusive.

7. READ ALL ADDITIONAL STANDARD REQUIREMENTS OF THIS PERMIT AND OTHER TERMS AND CONDITIONS ON THESE ATTACHED SHEETS. A COPY OF THIS PERMIT, INCLUDING ALL TERMS AND CONDITIONS, MUST BE ON THE JOB SITE WITH THE CONTRACTOR. Call for an inspection of forms at least one working day prior to placing any concrete. The Colorado Department of Transportation inspection is not an approval of the grade or alignment of the work. The contractor and/or engineer is responsible for the proper grade and alignment. Minor changes or additions may be ordered by the field inspector to meet field conditions. Any survey monuments or markers disturbed during the execution of this permit shall be repaired immediately at the expense of the Permittee.

8. NOTIFY THE DEPARTMENT OF TRANSPORTATION INSPECTOR Jacob Holcomb AT (970) 590-7154 TWO WORKING DAYS BEFORE STARTING THE WORK OR RESUMING SUSPENDED WORK.

9. On-premise and off-premise signing not in CDOT right-of-way shall comply with the current Colorado Outdoor Advertising Act CRS 43-1-401, Rules and Regulations Pertaining to Outdoor Advertising. For questions, please contact Outdoor Advertising Inspector Tim Bilobran at 970-350-2163.



SUBJECT FOR DISCUSSION

Authorize Purchase of Elgin Road Wizard Street Sweeper From Joe Johnson Equipment For an Amount Not to Exceed \$348,569.00

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The General Fund Streets budget includes \$350,000 in the 2023 Capital Improvements Budget to purchase a new street sweeper. The City's existing street sweeper was purchased in 2007 and has had maintenance issues for the past 3 years. Current mileage is 20,542 with 4,154 operating hours. Public Works maintenance staff provided a refit of broom and chains in 2020 to extend its useful life.

Joe Johnson Equipment has quoted an Elgin Road Wizard for \$348,569.00. This company is located in Denver, Colorado. This company is a Sourcewell participant. The City's existing sweeper is an Elgin Sterling model which is comparable to this sweeper in size, capabilities and operations.

Other quotes received included

Elgin Eagle = \$345,672.00 (smaller capacity 4.5 vs 5.4 CY - 2024 delivery)

Elgin Regenex = \$300,000 (2024 Delivery - vacuum style system)

The extended warrantee options are deemed not necessary by staff, as we have experience maintaining this style sweeper.

FINANCIAL CONSIDERATIONS

The 2023 Budget General Fund Streets Fund has \$350,000 budgeted for the purchase of a new street sweeper.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

- Purchase new sweeper from Joe Johnson Equipment
- Include Extended Warrantee for additional \$6,474 (3-years total) or \$3,425 (2-years total)
- Solicit additional quotes
- Put off purchase and continue maintenance on existing sweeper

STAFF RECOMMENDATIONS

Staff recommends purchase of the Elgin Road Wizard from Joe Johnson Equipment for an amount not to exceed \$348,569.00.

Attachments: a. Elgin Road Wizard Quotation
 b. Road Wizard Brochure

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Presents a Proposal Summary

of the



Road Wizard

Road Wizard Street Sweeper with Dual Side Brooms

for

The City of Fort Lupton, CO

Randy Peters

Regional Sales Manager
Joe Johnson Equipment LLC
Denver, Colorado
Cell 720.520.1281

rpeters@jjeusa.com | www.jjei.com

PRODUCT DESCRIPTION

· Conveyor Belt, dual, hydraulically driven side brooms, variable height, right side dumping hopper. Sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

STANDARD FEATURES

- Aux-engine;
- Two-stage dry type with restriction indicator (at engine) and precleaner
- Broom side, 46 "steel vertical digger 4 or 5 segment
- Broom side, hydraulic floating suspension, hydraulic deploy
- Broom, main, 34" diameter, 60" wide prefab disposable
- Conveyor chain, hardened with polyurethane sprockets
- Conveyor, belt type with 13 molded-in full width cleats
- Conveyor, lift independent from main broom
- Conveyor, three piece replaceable wear plates
- Conveyor flush out system
- Conveyor raise in reverse
- Conveyor stall alarm
- Dirt shoes, spring assisted, heavy duty single row carbide steel (rubber isolated)
- Electric backup alarm
- Engine, sweeper, diesel, tier 4 FINAL, 74 HP
- Hopper inspection door
- Hopper, 5.4 cu yd with window and skylight
- Hopper up visual audible indicator
- Hopper, variable high dump, 10', 5.4 yard
- Hose, hydrant fill, 16'8" (5080 mm) with strainer and coupling
- Hydraulic oil level gauge w/ external thermometer and in-cab level light
- Lights, automatic backup
- Lights, combination tail/stop, separate amber signal
- Lights, flood light, one per broom (3)
- Manuals, operator and parts
- Rear broom cover and anti-carryover wrap
- Rear broom spray bar
- Rear right hand flood light
- Reflectors, set of 2
- Sidebroom speed control, external to cab
- Sweep resume / raise in reverse
- Tactile controls for all sweep functions
- Tool storage
- Variable speed brooms (external)
- Water fill, anti-siphon
- Water level indicator in-cab
- Water Pump, electric diaphragm
- Water tank, molded polyethylene, 360 gallon total nominal capacity
- AM/FM/CD Radio
- Right and Left Hand Heated and Remote Controlled Mirrors
- Left Hand Fender Mounted Mirror
- Steel Bristles with Polyethylene Segments Sidebrooms
- Single Wrap Polypropylene Mainbroom - Disposable
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo
- Sweeper - Operator Manual
- Sweeper Parts Manual
- Cummins Operators Manual
- Cummins Troubleshooting Manual

· SURCHARGE-116

ADDITIONAL FEATURES

- Chassis Battery Disconnect
- 12" Convex Mirrors
- (1) Spare Chassis Key
- Sidebroom Tilt Option Right Hand
- Sidebroom Tilt Option Left Hand
- Lower Roller Deflector
- Air Purge for Water System
- In-Cab Sidebroom Water Control
- Hydraulic Oil Temperature Display
- Sweeper Battery Disconnect
- (1) Extra Key - Auxiliary Engine
- Midwest Autolube Sweeper and Chassis
- Package A : LED Stop/Tail/Turn Lights
- Package B : Rear Mounted Arrowstick
- Package C : (2) Rear Low Mounted Oval Amber LED Flashers
- Slow Moving Vehicle Sign
- Chassis Operators Manual
- Chassis Parts Manual
- Chassis Service Manual

Sourcewell Contract# 093021-ELG Total:

\$348,569.00

Price valid for 7 Days from date of 12/6/2022

Product Model: ROADWIZARD

Product Model: ROADWIZARD

Proposal Date: 12/6/2022

Quote Number: 2022-51155

Price List Date: 12/5/2022

P.O. Number:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Elgin Sweeper Company prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor Manufacturing's standard terms and conditions attached hereto and made a part hereof.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN®

Subsidiary of Federal Signal Corporation

Road Wizard®



ROAD WIZARD®

BUILT FOR THE MOST DEMANDING JOBS, DESIGNED TO BE THE LEAST DEMANDING TO OPERATE.

The Elgin Road Wizard has been redesigned and improved, retaining all of the features that made it popular including a simplified, dual-engine design while incorporating what our engineers have learned from a 100 year history in sweeping. The result is the best of both worlds; increased operator efficiency and productivity, along with the latest technology for superior results.

Mounted on commercial cab-over or conventional chassis, the Road Wizard is prepared for demanding sweeping applications yet defines operator simplicity. Robust features include a sweep system powered by a low emission, Tier 4 final 74 hp Cummins 2.8 L diesel engine, (74 hp @ 2500 RPM), a sweep path of 10 feet (305 cm), and a large 5.4 cubic yard (4.1 cu meters) hopper designed with a double-scissors lifting mechanism for greater stability, rigidity and trouble free operation.



APPLICATION SOLUTIONS

Elgin Sweeper doesn't offer just one sweeping technology — we take an application-based approach to solving our customers' sweeping needs. Our team works with each customer to ensure that you get a machine that fits your specifications, with the right truck, engine configuration, fuel requirements, and options.

POWERFUL SUPPORT

Elgin sweepers are built for clean, backed for life. Throughout the life of the sweeper, we offer training to your team on proper use and maintenance. We have a world-wide network of experienced dealers with factory trained technicians and a local stock of OEM parts and accessories, to ensure total customer peace of mind.

UNMATCHED QUALITY

The Road Wizard was introduced a decade ago and has been continuously improved. Manufactured in an ISO:9001 certified plant, Elgin Sweepers are quality inspected and functionally tested prior to shipment. Paint prior to assembly ensures uniform, durable coverage. Road Wizards are proudly assembled in the U.S.A.



HIGH PRODUCTIVITY SWEEP SYSTEM

- Sweep system powered by a low emission, 74 hp Cummins diesel engine, (55 kW @ 2500 RPM), one of the most powerful standard auxiliary engines available on a mechanical sweeper.
- Control console, located between the operator stations, provides quick, easy access for increased productivity and safe operation. All sweep function switches have tactile-feel surfaces, so operators can work the panel while keeping their eyes forward, for added safety and efficiency.
- Dual free-floating gutter brooms adjust to variable road surfaces, a sweep path of 10 feet (305 cm) and a powerful free floating direct-drive main broom, ensure reliable and complete pickup of debris.
- Superior dust control is maintained with an in-cab zone-controlled diaphragm water pump and a 360 gallon (1,363 L) water tank for long sweep times between refills.
- 5.4 cubic yard (4.1 cubic meter) hopper features a center mounted double-scissors lifting mechanism for greater stability and trouble-free operation.
- Dumping height is variable up to 11 feet, 2 inches (3,404 mm) and an 11 inch (279 mm) side shift enables a cleaner more efficient unloading of material.



EASY TO OPERATE. EASY TO MAINTAIN. BUILT TO LAST.



MAIN BROOM

A free-floating trailing arm main broom conforms to road contours. Powered by the auxiliary engine, the main broom works at variable speeds that coincide with auxiliary engine RPM. Productivity is enhanced with automatic settings for down pressure, and wear control. Main broom lift, lower and down-pressure functions are controlled from the cab. The main broom arm bearings are sealed and self-aligning for self-adjustment when experiencing an uneven load. The self-adjusting system guards against premature wear.

SIDE BROOMS

46 inch (1,168 mm) trailing arm, free-floating side brooms offer four-way motion and protection against damaging impacts. Hydraulic lift and extension control enhances performance while sweeping within a 10 foot (305 cm) wide path. Steel plate disc construction adds durability. Broom speed is controlled by hydraulic motors operating at variable speeds that coincide with auxiliary engine RPM. Automatic settings control down-pressure, digging-pressure and wear-control. In-cab side broom pressure gauges and down-pressure control are standard. Each broom uses a dedicated section on the gear pump. This feature allows for the maximum transfer of available horsepower independently to each broom, providing superior digging and sweep performance.



SQUEEGEE TYPE CONVEYOR

A steel roller chain drives an 11-flight, squeegee-type conveyor to load debris into the hopper. The chain operates on polyurethane sprockets, which last longer. Conveyor speed is proportional to engine throttle which allows the squeegee loading rate to adjust to sweeping conditions. Conveyor operating height can be raised from the cab up to three inches to avoid larger debris and other obstacles. Conveyor bearings are sealed and self-aligning for longer life.

AUXILIARY ENGINE

A low-emission 74 hp Cummins diesel engine (55 kW @ 2500 RPM) provides variable control over sweeper functions independent of the chassis. It is among the most powerful standard auxiliary engines available on a mechanical sweeper. Maximum fuel capacity is 50 gallons (189 L). The engine includes a two-stage, dry-type air cleaner with safety element, pre-cleaner, and optional in-cab restriction indicator. In-cab gauges and warning lights are displayed for all engine functions including tachometer, hour meter, volt meter, fuel level, coolant temperature, oil pressure, hydraulic oil filter restriction, engine running, and air filter restriction.

HYDRAULIC SYSTEM

The Road Wizard features a 34 gallon (128 L) reservoir with an external level indicator and thermometer, and a 24 GPM (91 LPM) quad section gear pump capacity at 1200 RPM of the auxiliary engine.



SIMPLE, EASY-ACCESS MAINTENANCE

The Road Wizard is designed so that systems are accessible and easy to service. Large access doors allow for 180° accessibility to engine maintenance components. The hydraulic system with o-ring face seal fittings is designed for long life and leak-free operation. Heavy-duty waterproof electrical connectors and color-coded wires have stamped identification for quick location during troubleshooting. A stainless steel toolbox provides additional storage.



SUPERIOR MECHANICAL SWEEPER DESIGN

LARGE VARIABLE HEIGHT DEBRIS HOPPER

The Road Wizard features a variable-height, right side dump hopper with a capacity of 5.4 cubic yard (4.1 cu meters) volumetric. All hopper lift and dump controls are hydraulic and easily operated from in-cab console mounted controls. A 50° dump angle allows material to easily slide out.

A unitized, twin-cylinder, double scissors lift rated at 11,000 lbs (4,990 kg) unloads material at a minimum of 38 inches (965 mm) and a maximum of 11 feet, 2 inches (3,404 mm). Payload capacity is 10,000 lbs (4,536 kg) per load. An 11 inch (279 mm) side shift allows material to be unloaded into the center of a truck or container for cleaner dumping.



SUPERIOR DUST SUPPRESSION

A 360 gallon removable water tank is made of corrosion resistant polyethylene. A 16 foot, 8 inch long (5.1 m) fill hose and water level indicator lights located on the control console are standard. Water flow for the side and main brooms is controlled in-cab. The self-priming diaphragm pump (run dry type, 40 psi) provides effective dust control. Three spray nozzles are positioned on each side broom and three on the main broom. Dual water pumps are standard.

MEMORY SWEEP®

Elgin's exclusive Memory Sweep feature allows the operator to resume all previous sweeper settings, even broom tilt if so equipped, with one touch control. This feature enhances operator productivity and reduces operator fatigue. Memory Sweep incorporates a multi-screen display that indicates engine hours and water tank level as well as system diagnostics. This screen also displays optional features such as broom tilt angle and broom hours.

**MEMORY
SWEEP**



UNIQUE APPLICATION VERSATILITY

*PATENTED CONVEYOR FLEXIBILITY

The Road Wizard comes standard with a squeegee type conveyor to load debris into the hopper. This sweep system is designed to provide versatile and reliable performance in a wide range of applications including aggregate and granular material pick up of gravel and millings, ideal for road construction contractors as well as general municipal sweeping of trash, leaves, and other organics. The Road Wizard is also available with a belt conveyor for applications such as highway sweeping and general municipal sweeping where large debris is encountered.

THE ELGIN SQUEEGEE CONVEYOR

- Chain side-plate constructed from hardened steel for long life and smooth operation.
- Three-piece design for easy service without removing complete assembly.
- Thick, multi-ply rubber-edged flights provide efficient movement of debris into the hopper.
- Unique, interlocking, wavy-plate joint design prevents excessive wear and "thumping" over plate seams.
- Abrasion-resistant steel floor for durability.
- Direct-drive hydraulic motor for optimal power transfer to the conveyor system.



THE ELGIN BELT CONVEYOR

- Standard new Chevron Belt.
- Full-width angled cleats move more material quickly to hopper for maximum productivity.
- Direct-drive hydraulic motor for optimal power transfer to the conveyor system.
- Improved hopper fill by throwing debris towards center of hopper.
- Heavy-duty poly/nylon belt construction resists stretching and requires fewer adjustments.
- Ribs between cleats enhance effectiveness of moving fine debris into the hopper.



Elgin conveyors are designed to be interchangeable should a customer have different applications throughout the sweep season.



OPTIONAL ENHANCEMENTS



LIGHTING PACKAGES

The Road Wizard sweeper can be equipped with a variety of optional lighting packages. Lighting packages are designed for flexibility based on customer requirements and can include strobes, beacons and arrow sticks.



LIFELINER® HOPPER SYSTEM

The LifeLiner hopper system is a specially designed hopper liner and finish system that greatly improves the life, durability, and functionality of a sweeper hopper. The LifeLiner hopper system is backed by a lifetime warranty.*



IN-CAB SIDE BROOM TILT AND EXTENDED REACH

Allows operator to sweep effectively in variably-pitched gutters. On-the-go pitch adjustment with a simple variable rocker switch. Extended reach allows the side broom to follow curbs and tight cul-de-sacs.

ADDITIONAL OPTIONS:

- Variable speed conveyor
- PM-10 compliance package
- Mechanical float main broom suspension
- In-cab, side broom speed and reversing control
- Strobe lamp
- Arrowstick
- Automatic lubrication system
- Front spray bar

SPECIFICATIONS:

SWEEP PATH

Main broom only:
60 in (1524 mm)

Main broom and 1 side broom:
90 in (2,286 mm)

Main broom and 2 side brooms:
120 in (3,048 mm)

HOPPER CAPACITY

Volumetric Capacity: 5.4 yd³ (4.1 cu m³)

HOPPER DUMPING

Minimum dump height: 38 in (965 mm)
Maximum dump height: 11 ft 2 in (3,404 mm)

WATER SPRAY SYSTEM

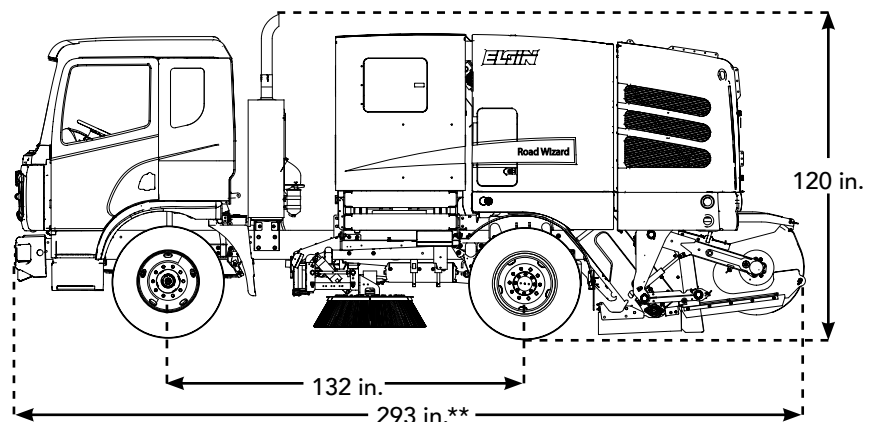
Tank capacity: 360 gal. (1362 L)

AUXILIARY ENGINE

Cummins 74hp EPA compliant engine

CHASSIS

Conventional
Cab-Over



*Consult factory for warranty details **Transport mode

ELGIN SWEEPER IS YOUR PARTNER...

IN THE PLANNING

Instead of one-size-fits-all solutions, we'll work with you to select the sweeping technology that fits your specific needs.



IN THE STREETS

We're here to help you maintain your Elgin and train your operators to ensure the job is done right.



INTO THE FUTURE

Our dealers don't just sell you an Elgin; they're available to answer your questions and provide service for the life of the machine.



WARRANTY

Elgin Sweeper Company backs the Road Wizard sweeper with a one-year limited warranty. The Road Wizard is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser. Optional extended warranty packages are available. Consult your Elgin dealer for complete warranty information.

Your local elgin dealer is:



elginsweeper.com

1300 W. Bartlett Road • Elgin, IL 60120 U.S.A.

(847) 741-5370 Phone • (847) 742-3035 Fax

Specifications subject to change without notice. Some items shown may be optional. Elgin®, Road Wizard®, LifeLiner®, and Memory Sweep® are registered trademarks of Elgin Sweeper Company.

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SUBJECT FOR DISCUSSION

Approving Electrical Service Upgrades to City Hall in the Amount of \$58,828 Allocated from the General Fund Budget

SUMMARY STATEMENT/BACKGROUND DISCUSSION

During the build out of the new Data Center project the contractors as well as United Power have found many issues with the electricity at the City Hall. Upon further inspection of the electrical service of 200 amps, it was determined that City Hall is using 197 amps of the 200 amps. Council approved a \$123,200 upgrade for the City Hall to move to a 400-amp circuit.

Further electrical work was completed to prepare for the 400-amp circuit to be installed; many issues were encountered many with the electrical within the building that has caused multiple delays on the project. Some of the findings were unmarked breakers throughout the building, which needed to be identified, overloaded breakers, and conduit that will not fit the upgrade wiring for power. To complete the project for the 400-amp upgrade to the building the City will need to change out and fix these issues. In addition, the contractors brought to our attention some electrical splicing within the troth of the 200-amp wiring that was done back when the building was first built and that the size of the current generator is undersized for the building for its current state of use. These are optional items listed below.

The next step of moving forward with the 400-amp upgrade is to get the unmarked breakers and panels labeled properly and replace the current conduit to a 4" conduit. The cost of this project is in additional cost of the previously approved 400-amp upgrade in the amount of \$58,828.00

FINANCIAL CONSIDERATIONS

The \$58,828 will come from the \$300,000 budget for city hall renovations in the 2023 General Fund budget.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

The City and the Contractor have been having meetings and going over the electrical to determine options that are cost effective. The current Proposal/Request is a must do, in order to get the 400-amp circuit in place; however once done we will have options for some of the other electrical items that are not included in this additional fee. We are currently waiting on cost estimates for the below options after this project is completed:

Option 1: Do not fix the electrical within the troth of the 200-amp circuit

Option 2: Fix the electrical problems within the 200-amp troth (price to be determined)

Option 3: Generator(s) – Look into replacing our current Generator with a 125-150kw (450amp) Natural Gas Generator or Diesel Generator. (price would be determined at a later date and would include possible trade in or selling cost of current equipment.

STAFF RECOMMENDATIONS

Staff recommends fixing the current request so that we can move forward with the 400-amp upgrade to the building.

Attachments: a. DP Guardian (Generator Load Shed)

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



DP GUARDIAN

BEST PRACTICE FOR COMPUTER ROOMS

Generator Load Shed Proposal

PREPARED FOR:

City of Fort Lupton

Travis Aksamitowski

SITE:

130 S McKinley Ave, Fort Lupton, CO 80621

SUBMITTED BY:

Bryan Upcraft

bupcraft@dpguardian.com

720.688.3398

INFORMATION PROVIDED:

December 21, 2022



Dear Travis Aksamitowski,

As always, thank you for the opportunity to service City of Fort Lupton's critical space needs at 130 S McKinley Ave, Fort Lupton, CO 80621. This year DP Guardian celebrates 30 years of service in critical environments. We proudly serve the critical environments of hundreds of computing facilities, labs, and clean rooms across the US.

Why choose DP Guardian?

- An astute understanding of the data center environment, second to none in our industry nationwide
- The mature evolution of our procedures since 1992 – there is no substitute for experience
- A well-developed training program and career path for technicians
- Our services are guaranteed to meet or exceed your expectations

Our goal is to provide a thoughtful and feasible service offering for you and all who are responsible for vendor selection. I am confident that our experience, flexibility, and attention to detail will ensure a better customer experience than any other option available.

Please find a detailed scope of work and pricing provided below. We look forward to your favorable review and consideration of this proposal. I may be reached at the listed number if you would like to engage us for this project or have any other questions.

Respectfully,

Jon deRidder
Chief Executive Officer
DP Guardian, Inc.
303.783.0191

SCOPE OF WORK

Identify and remove enough load off the generator such that the critical load is not in danger of losing power in the event of a utility outage.

- All electrical panels in the facility are unlabeled. We will trace each circuit and label each panel.
- Once the tracing/labeling is complete, we will measure the loads of each panel and identify which is best to moved off of the generator in order to get load under 80% generator capacity per NFPA 70E standards.
- The 200Amp panel that was identified to have the proper load to be shed was found to have undersized feed wires and conduit. We will replace this with the proper sized conduit and wiring to support a 200A panel per code.
- We will provide stamped electrical engineering drawings that will illustrate all changes to be made. These drawings will be used for permitting.

PRICING DETAIL

Generator Load Shed	PRICE	TAX
▪ Trace out and label all existing circuits, identify best panel to shed ▪ Relocate identified panel with all loads and associated wiring ▪ Replace the undersized wiring and conduit feeding the panel we are relocating ▪ Engineered electrical drawings	\$ 26,164 \$ 20,857 \$ 7,137 \$4,670	N/A
Project Total	\$ 58,828	



FINANCIAL TERMS

PAYMENT PREFERENCE (Select One)

☐ Company Check

☐ ACH Transfer

- Fifty percent of the project total must be paid upfront. The remaining project amount is due and payable thirty (30) days from the invoice date.
- Quoted prices apply for payments by company check or ACH (Automatic Clearing House) Funds Transfer.
- For credit card purchases, a nominal 3% surcharge will be added to help cover processing costs.

CLARIFICATIONS & EXCEPTIONS

- Pricing assumes that work is to be completed during the hours of 8am – 5pm Monday to Friday.
- All results are guaranteed to meet or exceed client's expectations, as expressed in the DP Guardian Service Agreement.
- Please inform security, facilities, and/or operations personnel of scheduled work dates. Please disable fire suppression, water detection, and "sniffer" systems (if applicable) in advance of our arrival.
- DP Guardian is currently insured to the following limits of liability:

Workers Compensation	\$1,000,000
General Liability	\$2,000,000
Automobile Liability	\$1,000,000
Umbrella Coverage	\$5,000,000

If your organization requires additional coverage or liability limits beyond these levels, we reserve the right to amend pricing to cover additional costs incurred to serve your organization. A certificate of insurance will be provided upon request.
- Pricing takes into consideration the generally accepted contractual requirements of our customer base. If your organization has special requirements beyond those generally accepted, we reserve the right to increase our proposed prices to cover additional costs associated with meeting such requirements.
- Services are non-taxable unless recognized to the contrary. Sales tax and shipping charges shall apply to products purchased from DP Guardian unless evidence of exemption is provided at the time of order.



TERMS & CONDITIONS

DP Guardian Shall:

- Provide all materials, equipment, uniformed personnel, and supervision in order to complete the contracted services in a quality and timely fashion
- Submit all personnel to state and federal background checks and substance abuse testing as a condition of employment
- Perform all work to DP Guardian and OSHA jobsite safety standards without compromise
- Comply with all customer safety and security requirements
- Pay for repair or replacement of any customer equipment damaged as a result of gross negligence or malicious intent of any DP Guardian employee or agent while performing as outlined in this proposal
- Provide MSDS information for all cleaning agents employed in performing the work
- Walk the facility with customer representative at completion for satisfaction and signed acceptance of our work
- **Be limited to responsibility and liability for the work specified above. DP Guardian shall not be liable for any loss of processing time by customer or other consequential or special damages**

Customer Shall:

- Facilitate DP Guardian for unloading and setup, provide a clean water source and drain, and identify non-UPS electrical outlets safe for our use
- Disable fire suppression, leak detection, and “sniffer system” (if applicable) prior to our arrival
- Remove all stored items or materials in the work area that would hinder or slow down DP Guardian Technicians
- Indemnify and hold harmless DP Guardian, Inc. from all claims, losses, liabilities, and damages, including but not limited to, loss of computer processing time in the event of any mishaps during the performance of all services outlined in this proposal
- In the event of cancellation with less than 72 hours’ notice, reimburse DP Guardian for costs associated with paying our employees for lost income, as well as non-recoverable costs (not to exceed \$500)



DP GUARDIAN

This proposal is in effect for thirty (30) days from proposal date and can be extended only at the option of the company.

Bryan Upcraft
Director of Business Development
DP Guardian, Inc.
PO Box 270468
Littleton, CO 80127
bupcraft@dpguardian.com
www.dpguardian.com
303.783.0191 (main)
303.783.0193 (fax)

(to be signed & returned by authorized personnel)

Signature

Date

Print Name and Title



APPENDIX A

TRAINING, SUPPLIES AND EQUIPMENT

DP Guardian considers it a privilege to be trusted and invited into your facility to lay hands on your hardware, critical environment and infrastructure. Therefore, it is our responsibility to provide a professional, responsible and well-trained team of technicians in order to enter, perform our tasks, and exit while being as seamless as possible.

TRAINING PROGRAM HIGHLIGHTS

- Intricacies of data center, telecom and cleanroom environments
- Critical environment terminology
- Airflow principles (supply and exhaust, containment)
- Electro-static Discharge (ESD) control
- Entry and exit Procedures
- Special precautions training (EPO, fire suppression, alarms, etc.)
- Safety protocols
 - Ladder safety
 - Cord management
 - Floor cavity management
- Emergency and escalation training
- Care of supplies and equipment
- Best Practice cleaning techniques
 - Above ceiling cleaning
 - Computer, telecom and support hardware cleaning
 - General environment cleaning
 - Floor cleaning
 - Access flooring
 - Static-dissipative vinyl flooring
 - Subfloor cleaning

SUPPLIES AND EQUIPMENT (all clean and in good working order)

- GFCI protected electrical cords
- Low lint mop heads with fiberglass handles
- Various low-lint towels / wipers for use depending of surface to be cleaned and the task at hand
- Stable “wave-proof” mop buckets and wringers
- Strategically positioned “Work Area” signs
- Cleaning agents specially formulated for use in data center environments (many with anti-static properties)
- HEPA filtration vacuum equipment, capturing particulate with 99.97% efficiency at 0.3 microns



DP GUARDIAN

APPENDIX B

SAMPLE CERTIFICATE OF INSURANCE

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/07/18		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Commercial Insurance Concepts Inc.teresa PO Box 17598 Golden, CO 80402 Phone (303) 431-8422 Fax (720) 536-8384			CONTACT NAME: Mark Rickaby PHONE (A/C, No, Ext): (303) 431-8422 FAX (A/C, No): (720) 536-8384 E-MAIL ADDRESS: info@commercialinsuranceconcepts.com			
INSURED DP Guardian, Inc. 5837 South Gallup St. Littleton, CO 80120			INSURER(S) AFFORDING COVERAGE INSURER A: State Automobile Mutual Insurance Company INSURER B: Pinnacol Assurance INSURER C: Liberty Mutual Insurance Company INSURER D: INSURER E: INSURER F:		NAIC # 25135	
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	N N	PBP2683876	12/06/2018	12/06/2019	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMPIOP AGG \$ 2,000,000.00 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☐	N N	BAS57595370	12/06/2018	12/06/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000.00
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000.00	N N	PBP2683876	12/06/2018	12/06/2019	EACH OCCURRENCE \$ 5,000,000.00 AGGREGATE \$ 5,000,000.00 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐ N	N / A N	3064247	12/01/2018	12/01/2019	☒ WC STATUTORY LIMITS ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00
A	Crime-Employee Dishonesty	N N	PBP2683876	12/06/2018	12/06/2019	Limit: \$1,000,000 - deductible \$1,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
CERTIFICATE HOLDER			CANCELLATION			
***** SAMPLE ***** FOR BID PURPOSES ONLY!			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
			AUTHORIZED REPRESENTATIVE WMR			

ACORD 25 (2010/05) QF

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Upcoming Events

January 3, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
January 10, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
January 17, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
January 20, 2023	Chamber of Commerce Annual Banquet, 203 S. Harrison Ave. 5:00 p.m.
January 31, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
February 7, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.