



**CITY OF FORT LUPTON**  
**CITY COUNCIL/ENTERPRISE BOARDS**  
**REGULAR MEETING AGENDA**  
Tuesday, April 4, 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**

**Proclamation**

**a. 2023 Sexual Assault Awareness Month**

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

**Approval of Agenda**

**Review of Accounts Payables**

**a. April 4, 2023 Accounts Payables**

**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. March 21, 2023 City Council Meeting Minutes**
- b. AM 2023-059 Approving a Resolution Ratifying the Mayor's Appointment of Roberto Cardenas to the Cemetery Advisory Committee for a Term Beginning April 4, 2023, and Ending December 31, 2023**
- c. AM 2023-060 Approval of Payment to the Weld Regional Communications Center (WRCC) in the Amount of \$88,413.00 for Dispatch Services, Allocated from the Police Department Fund**
- d. AM 2023-061 Approving the Purchase of a John Deere Gator from 4 Rivers Equipment for an Amount Not to Exceed \$20,941.86**
- e. AM 2023-063 Approving the Agreement to Retain Stifel as the Underwriter for the Issuance of Certificates of Participation (COPs)**
- f. AM 2023-064 Approving an Addendum to the Service Agreement dated November 1, 2022 by and between Ausmus Law Firm, P.C. and The City of Fort Lupton to Amend Paragraph 4 of the Municipal Services Agreement to a Flat Fee of \$6500.00 per month for legal services performed as City Attorney**

**Information Memorandum**

- a. IM 2023-001 Update on the Opioid Settlement to Include Five Additional Companies**

**Action Memorandum**

- a. AM 2023-062 Accepting the Award of Contract to Farnsworth Group Inc. for Engineering Design of CR 12 Railroad Crossing for an Amount Not to Exceed \$96,985.00 from the Street Sales Tax Fund**

- b. AM 2023-065 Adopting an Ordinance Authorizing a Lease Purchase Transaction and in Connection Therewith, Authorizing the Leasing of Certain City Property and the Execution and Delivery of a Site Lease, a Lease Purchase Agreement and Other Financing Documents in Connection Therewith; and Proving Other Matters Related Thereto

**Staff Reports**

**Mayor/Council Reports**

**Future City Events**

- a. April 4, 2023 Upcoming Events

**Adjourn**

## *Proclamation*

**WHEREAS**, every day, women, men, and children across Colorado suffer the pain and trauma of rape, sexual assault, and sexual harassment; and

**WHEREAS**, this crime occurs far too frequently, goes unreported far too often, and leaves long-lasting psychological, physical and emotional scars; and

**WHEREAS**, rape, sexual assault, and sexual harassment impacts citizens in Fort Lupton, regardless of age, race or gender; and

**WHEREAS**, the Fort Lupton Police Department, remains committed to offering reporting options to victims of sexual assault while responding to sexual violence with a victim-centered, offender-focused approach; and

**WHEREAS**, the Fort Lupton affirms their commitment to supporting victims and bringing perpetrators to justice, bringing with it a higher level of investigation and response to victims in our community; and

**WHEREAS**, during National Sexual Assault Awareness Month, we recommit ourselves not only to lifting the veil of secrecy and shame surrounding sexual violence, but also to raising awareness, expanding support for victims, and strengthening our response; and

**WHEREAS**, the City acknowledges the National Sexual Assault Awareness Month theme of “Prevention Demands Equity”, and calls on all individuals, communities, organizations, and institutions to improve ourselves and the systems surrounding us to build racial equity and respect; and

**WHEREAS**, we share the responsibility for supporting victims by believing friends, family and co-workers when it does occur, and bringing perpetrators to justice, whatever justice means to those who are victimized; and

**WHEREAS**, in Fort Lupton, we need to work together to educate the Fort Lupton community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

**WHEREAS**, prevention is possible when the entire Fort Lupton community is involved. The first step is increasing awareness through education and supporting victims. It’s time for all of us to take action to prevent sexual violence; and,

**NOW THEREFORE**, I, Zo Hubbard, Mayor, on behalf of the City council, do hereby proclaim the month of April, 2023 as “Sexual Assault Awareness Month” in the City of Fort Lupton, and call upon our citizens, businesses and schools to increase their awareness and responsiveness.

Given under my hand and seal of the City of Fort Lupton

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Zo A. Hubbard, Mayor  
21 March 2023

# Check Report

City of Fort Lupton

By Check Number

Date Range: 03/22/2023 - 04/04/2023

| Vendor Number<br>Payable #                | Vendor Name<br>Payable Type   | Post Date  | Payment Date<br>Payable Description | Payment Type | Discount Amount<br>Discount Amount | Payment Amount<br>Payable Amount | Number |
|-------------------------------------------|-------------------------------|------------|-------------------------------------|--------------|------------------------------------|----------------------------------|--------|
| <b>Bank Code: Golf Course-Golf Course</b> |                               |            |                                     |              |                                    |                                  |        |
| 000024                                    | ACE HARDWARE OF FORT LUPTON   |            | 03/28/2023                          | Regular      | 0.00                               | 186.86                           | 85727  |
| <a href="#">98015</a>                     | Invoice                       | 03/13/2023 | GOLF-TAPE-MAINT                     |              | 0.00                               | 7.59                             |        |
| <a href="#">98078</a>                     | Invoice                       | 03/20/2023 | GOLF-PAINT-MAINT                    |              | 0.00                               | 179.27                           |        |
| 002254                                    | ADIDAS AMERICA INC            |            | 03/28/2023                          | Regular      | 0.00                               | 191.88                           | 85728  |
| <a href="#">6159152520</a>                | Invoice                       | 03/13/2023 | GOLF-UNIFORMS-MAINT                 |              | 0.00                               | 82.23                            |        |
| <a href="#">6159152521</a>                | Invoice                       | 03/13/2023 | GOLF-MERCHANDISE-PRO SHOP           |              | 0.00                               | 62.56                            |        |
| <a href="#">6159166989</a>                | Invoice                       | 03/16/2023 | GOLF-MERCHANDISE-PRO SHOP           |              | 0.00                               | 47.09                            |        |
| 000072                                    | AMERICAN DRY GOODS            |            | 03/28/2023                          | Regular      | 0.00                               | 122.37                           | 85729  |
| <a href="#">131278</a>                    | Invoice                       | 03/14/2023 | GOLF-MERCHANDISE-PRO SHOP           |              | 0.00                               | 394.62                           |        |
| <a href="#">17250</a>                     | Credit Memo                   | 03/01/2023 | GOLF-MERCHANDISE-PRO SHOP           |              | 0.00                               | -272.25                          |        |
| 000160                                    | BREAKTHRU BEVERAGE COLORADO   |            | 03/28/2023                          | Regular      | 0.00                               | 649.38                           | 85730  |
| <a href="#">348257158</a>                 | Invoice                       | 03/16/2023 | GOLF-BEVERAGES-PRO SHOP             |              | 0.00                               | 649.38                           |        |
| 000183                                    | CALLAWAY GOLF SALES COMPANY   |            | 03/28/2023                          | Regular      | 0.00                               | 6,500.00                         | 85731  |
| <a href="#">936051056</a>                 | Invoice                       | 03/14/2023 | Range Balls for Driving Range       |              | 0.00                               | 6,500.00                         |        |
| 002723                                    | EAGLE ROCK COMPANY OF COLO    |            | 03/28/2023                          | Regular      | 0.00                               | 108.86                           | 85732  |
| <a href="#">10508640</a>                  | Credit Memo                   | 01/30/2023 | GOLF-BEVERAGES-PRO SHOP             |              | 0.00                               | -117.90                          |        |
| <a href="#">10685615</a>                  | Invoice                       | 03/13/2023 | GOLF-BEVERAGES-PRO SHOP             |              | 0.00                               | 67.90                            |        |
| <a href="#">10881411</a>                  | Invoice                       | 03/20/2023 | GOLF-BEVERAGES-PRO SHOP             |              | 0.00                               | 158.86                           |        |
| 000445                                    | EWING IRRIGATION PRODUCTS INC |            | 03/28/2023                          | Regular      | 0.00                               | 1,209.79                         | 85733  |
| <a href="#">18837456</a>                  | Invoice                       | 03/09/2023 | GOLF-COBBLESTONE-MAINT              |              | 0.00                               | 1,209.79                         |        |
| 000567                                    | HIGH COUNTRY BEVERAGE CORP    |            | 03/28/2023                          | Regular      | 0.00                               | 229.20                           | 85734  |
| <a href="#">W-6455068</a>                 | Invoice                       | 03/20/2023 | GOLF-BEVERAGES-PRO SHOP             |              | 0.00                               | 229.20                           |        |
| 003120                                    | HUDSON LOCKERS, INC           |            | 03/28/2023                          | Regular      | 0.00                               | 225.00                           | 85735  |
| <a href="#">272</a>                       | Invoice                       | 03/14/2023 | GOLF-SNACKS-PRO SHOP                |              | 0.00                               | 225.00                           |        |
| 002977                                    | JOSEPH ELLIOTT USA LLC        |            | 03/28/2023                          | Regular      | 0.00                               | 1,821.14                         | 85736  |
| <a href="#">18430</a>                     | Invoice                       | 03/15/2023 | GOLF-MERCHANDISE-PRO SHOP           |              | 0.00                               | 1,821.14                         |        |
| 000735                                    | LL JOHNSON DISTRIBUTING       |            | 03/28/2023                          | Regular      | 0.00                               | 420.28                           | 85737  |
| <a href="#">1898429-00</a>                | Invoice                       | 03/06/2023 | GOLF-PARTS-MAINT                    |              | 0.00                               | 306.53                           |        |
| <a href="#">1898515-00</a>                | Invoice                       | 03/07/2023 | GOLF-PARTS-MAINT                    |              | 0.00                               | 113.75                           |        |
| 000795                                    | MILE HIGH TURFGRASS, LLC      |            | 03/28/2023                          | Regular      | 0.00                               | 437.11                           | 85738  |
| <a href="#">10108</a>                     | Invoice                       | 03/09/2023 | GOLF-SUPPLIES-MAINT                 |              | 0.00                               | 437.11                           |        |
| 000862                                    | O'REILLY AUTO PARTS           |            | 03/28/2023                          | Regular      | 0.00                               | 248.06                           | 85739  |
| <a href="#">4489-443942</a>               | Invoice                       | 03/13/2023 | GOLF-BATTERY-MAINT                  |              | 0.00                               | 54.08                            |        |
| <a href="#">4489-444387</a>               | Invoice                       | 03/15/2023 | GOLF-MAINTENANCE-MAINT              |              | 0.00                               | 75.40                            |        |
| <a href="#">4489-445881</a>               | Invoice                       | 03/22/2023 | GOLF-BATTERY-MAINT                  |              | 0.00                               | 118.58                           |        |
| 000991                                    | SCNS SPORTS FOODS INC         |            | 03/28/2023                          | Regular      | 0.00                               | 72.80                            | 85740  |
| <a href="#">188063</a>                    | Invoice                       | 03/13/2023 | GOLF-SNACKS-PRO SHOP                |              | 0.00                               | 72.80                            |        |
| 000999                                    | SHAMROCK FOODS COMPANY        |            | 03/28/2023                          | Regular      | 0.00                               | 1,485.63                         | 85741  |
| <a href="#">27667745</a>                  | Invoice                       | 03/16/2023 | GOLF-FOOD/PACKAGING-PRO SHOP        |              | 0.00                               | 1,485.63                         |        |
| 003200                                    | SUNICE                        |            | 03/28/2023                          | Regular      | 0.00                               | 3,003.05                         | 85742  |
| <a href="#">U2575940</a>                  | Invoice                       | 03/13/2023 | GOLF-MERCHANDISE-PRO SHOP           |              | 0.00                               | 3,003.05                         |        |
| 001052                                    | SWIRE COCA-COLA, USA          |            | 03/28/2023                          | Regular      | 0.00                               | 760.59                           | 85743  |



## Check Report

Date Range: 03/22/2023 - 04/04/2023

| Vendor Number                  | Vendor Name                    | Payment Date | Payment Type                     | Discount Amount | Payment Amount | Number |
|--------------------------------|--------------------------------|--------------|----------------------------------|-----------------|----------------|--------|
| Payable #                      | Payable Type                   | Post Date    | Payable Description              | Discount Amount | Payable Amount |        |
| <a href="#">13922212365</a>    | Invoice                        | 03/17/2023   | GOLF-BEVERAGES-PRO SHOP          | 0.00            | 761.09         |        |
| <a href="#">24908203881</a>    | Credit Memo                    | 03/10/2023   | GOLF-BEVERAGES-PRO SHOP          | 0.00            | -0.50          |        |
| 001530                         | TARGET SPECIALTY PRODUCTS      | 03/28/2023   | Regular                          | 0.00            | 1,300.72       | 85744  |
| <a href="#">INVP501079705</a>  | Invoice                        | 03/15/2023   | GOLF-CHEMICALS-MAINT             | 0.00            | 1,300.72       |        |
| 001895                         | TERMINIX                       | 03/28/2023   | Regular                          | 0.00            | 163.00         | 85745  |
| <a href="#">431008590</a>      | Invoice                        | 03/08/2023   | GOLF-PEST CONTROL-PRO SHOP       | 0.00            | 163.00         |        |
| 000024                         | ACE HARDWARE OF FORT LUPTON    | 04/04/2023   | Regular                          | 0.00            | 19.98          | 85746  |
| <a href="#">98142</a>          | Invoice                        | 03/24/2023   | GOLF-RANGE LIGHTS-PRD SHOP       | 0.00            | 19.98          |        |
| 002254                         | ADIDAS AMERICA INC             | 04/04/2023   | Regular                          | 0.00            | 1,375.30       | 85747  |
| <a href="#">6159188125</a>     | Invoice                        | 03/18/2023   | GOLF-MERCHANDISE-PRD SHOP        | 0.00            | 35.99          |        |
| <a href="#">6159211850</a>     | Invoice                        | 03/21/2023   | GOLF-MERCHANDISE-PRD SHOP        | 0.00            | 1,339.31       |        |
| 000044                         | AGFINITY INC                   | 04/04/2023   | Regular                          | 0.00            | 501.37         | 85748  |
| <a href="#">I69802</a>         | Invoice                        | 03/24/2023   | GOLF-ETHANOL-MAINT               | 0.00            | 501.37         |        |
| 001293                         | AMAZON.COM                     | 04/04/2023   | Regular                          | 0.00            | 261.64         | 85749  |
| <a href="#">1W3N-67HG-H...</a> | Invoice                        | 03/05/2023   | GOLF-SUPPLIES-PRO SHOP           | 0.00            | 261.64         |        |
| 000183                         | CALLAWAY GOLF SALES COMPANY    | 04/04/2023   | Regular                          | 0.00            | 205.50         | 85750  |
| <a href="#">936153563</a>      | Invoice                        | 03/17/2023   | GOLF-MERCHANDISE-PRD SHOP        | 0.00            | 205.50         |        |
| 000206                         | CENTURYLINK                    | 04/04/2023   | Regular                          | 0.00            | 61.75          | 85751  |
| <a href="#">64407 MAR23</a>    | Invoice                        | 03/19/2023   | GOLF-PHONE MAR23-MAINT           | 0.00            | 61.75          |        |
| 000307                         | COMCAST CABLE COMM, LLC        | 04/04/2023   | Regular                          | 0.00            | 39.12          | 85752  |
| <a href="#">25494 APR23</a>    | Invoice                        | 03/18/2023   | GOLF-CABLE APR23-PRO SHOP        | 0.00            | 39.12          |        |
| 000461                         | FERRELLGAS LP                  | 04/04/2023   | Regular                          | 0.00            | 1,015.14       | 85753  |
| <a href="#">1121859846</a>     | Invoice                        | 03/01/2023   | GOLF-PROPANE-MAINT               | 0.00            | 1,015.14       |        |
| 000512                         | FUZION FIELD SERVICES LLC      | 04/04/2023   | Regular                          | 0.00            | 246.40         | 85754  |
| <a href="#">281836</a>         | Invoice                        | 03/22/2023   | GOLF-PT STANDARD RENTAL-MAINT    | 0.00            | 246.40         |        |
| 000567                         | HIGH COUNTRY BEVERAGE CORP     | 04/04/2023   | Regular                          | 0.00            | 319.63         | 85755  |
| <a href="#">W-6460871</a>      | Invoice                        | 03/27/2023   | GOLF-BEVERAGES-PRD SHOP          | 0.00            | 319.63         |        |
| 000636                         | JC GOLF ACCESSORIES            | 04/04/2023   | Regular                          | 0.00            | 434.18         | 85756  |
| <a href="#">SI-186817</a>      | Invoice                        | 03/23/2023   | GOLF-ACCESSORIES-PRO SHOP        | 0.00            | 434.18         |        |
| 000768                         | MASEK GOLF CAR OF COLORADO     | 04/04/2023   | Regular                          | 0.00            | 9.34           | 85757  |
| <a href="#">01-79054</a>       | Invoice                        | 03/27/2023   | GOLF-YAMACOAT-PRO SHOP           | 0.00            | 9.34           |        |
| 000999                         | SHAMROCK FOODS COMPANY         | 04/04/2023   | Regular                          | 0.00            | 1,080.14       | 85758  |
| <a href="#">27667745-1</a>     | Credit Memo                    | 03/19/2023   | GOLF-CREDIT GLOVES-PRD SHOP      | 0.00            | -106.99        |        |
| <a href="#">27686180</a>       | Invoice                        | 03/23/2023   | GOLF-FOOD GOODS-PRD SHOP         | 0.00            | 1,187.13       |        |
| 001026                         | SPECIALTY CIGARS, LLC          | 04/04/2023   | Regular                          | 0.00            | 595.60         | 85759  |
| <a href="#">US16-28879143</a>  | Invoice                        | 03/22/2023   | GOLF-CIGARS-PRO SHOP             | 0.00            | 595.60         |        |
| 001072                         | THE ANTIGUA GROUP INC          | 04/04/2023   | Regular                          | 0.00            | 720.14         | 85760  |
| <a href="#">AIN-3529411</a>    | Invoice                        | 03/22/2023   | GOLF-UNIFORM-PRO SHOP            | 0.00            | 720.14         |        |
| 001105                         | TOSHIBA FINANCIAL SERVICES     | 04/04/2023   | Regular                          | 0.00            | 236.91         | 85761  |
| <a href="#">496886029</a>      | Invoice                        | 03/17/2023   | GOLF COPIER LEASE-PRO SHOP       | 0.00            | 236.91         |        |
| 001963                         | WASTE CONNECTIONS OF COLO, INC | 04/04/2023   | Regular                          | 0.00            | 496.95         | 85762  |
| <a href="#">6881197V311</a>    | Invoice                        | 03/15/2023   | GOLF-APR23 TRASH SERVICE PRO ... | 0.00            | 293.70         |        |
| <a href="#">6881198V311</a>    | Invoice                        | 03/15/2023   | GOLF-APR23 TRASH SERVICE-MAINT   | 0.00            | 203.25         |        |
| 001224                         | XCEL ENERGY-GAS                | 04/04/2023   | Regular                          | 0.00            | 353.24         | 85763  |
| <a href="#">820924238</a>      | Invoice                        | 03/22/2023   | GOLF-NATURAL GAS MAR23-PRO S...  | 0.00            | 353.24         |        |
| 003138                         | YATTA GOLF, LLC                | 04/04/2023   | Regular                          | 0.00            | 407.00         | 85764  |

Check Report

Date Range: 03/22/2023 - 04/04/2023

| Vendor Number           | Vendor Name  | Payment Date | Payment Type              | Discount Amount | Payment Amount | Number |
|-------------------------|--------------|--------------|---------------------------|-----------------|----------------|--------|
| Payable #               | Payable Type | Post Date    | Payable Description       | Discount Amount | Payable Amount |        |
| <a href="#">35462-2</a> | Invoice      | 03/20/2023   | GOLF-MERCHANDISE-PRO SHOP | 0.00            | 407.00         |        |

Bank Code Golf Course Summary

| Payment Type   | Payable Count | Payment Count | Discount    | Payment          |
|----------------|---------------|---------------|-------------|------------------|
| Regular Checks | 51            | 38            | 0.00        | 27,515.05        |
| Manual Checks  | 0             | 0             | 0.00        | 0.00             |
| Voided Checks  | 0             | 0             | 0.00        | 0.00             |
| Bank Drafts    | 0             | 0             | 0.00        | 0.00             |
| EFT's          | 0             | 0             | 0.00        | 0.00             |
|                | <b>51</b>     | <b>38</b>     | <b>0.00</b> | <b>27,515.05</b> |

## Check Report

Date Range: 03/22/2023 - 04/04/2023

| Vendor Number                             | Vendor Name                         | Payment Date | Payment Type                              | Discount Amount | Payment Amount | Number |
|-------------------------------------------|-------------------------------------|--------------|-------------------------------------------|-----------------|----------------|--------|
| Payable #                                 | Payable Type                        | Post Date    | Payable Description                       | Discount Amount | Payable Amount |        |
| <b>Bank Code: Pooled Cash-Pooled Cash</b> |                                     |              |                                           |                 |                |        |
| 000011                                    | A TO Z ELEVATOR INSPECTIONS LLC     | 03/22/2023   | Regular                                   | 0.00            | 245.00         | 100000 |
| <a href="#">2628</a>                      | Invoice                             | 03/07/2023   | REC-2023 ANNUAL INSPECTION                | 0.00            | 245.00         |        |
| 000031                                    | ADAMSON POLICE PRODUCTS             | 03/22/2023   | Regular                                   | 0.00            | 275.80         | 100001 |
| <a href="#">INV392126</a>                 | Invoice                             | 02/21/2023   | GF-UNIFORMS-PD                            | 0.00            | 269.55         |        |
| <a href="#">INV392421</a>                 | Invoice                             | 02/27/2023   | GF-UNIFORMS-PD                            | 0.00            | 6.25           |        |
| 003196                                    | AMAZE HEALTH                        | 03/22/2023   | Regular                                   | 0.00            | 1,635.00       | 100002 |
| <a href="#">INV-1121 FEB23</a>            | Invoice                             | 02/28/2023   | GF-FEB23 MONTHLY FEES-MISC                | 0.00            | 1,635.00       |        |
| 001293                                    | AMAZON.COM                          | 03/22/2023   | Regular                                   | 0.00            | 1,029.08       | 100003 |
| <a href="#">1DNC-H4WG-...</a>             | Invoice                             | 03/05/2023   | GF-PARTS/SUPPLIES                         | 0.00            | 856.40         |        |
| <a href="#">1KFK-PC9J-H97J</a>            | Invoice                             | 03/05/2023   | GF-BOOKS-PD                               | 0.00            | 172.68         |        |
| 002257                                    | ANACONDA NETWORKS INC               | 03/22/2023   | Regular                                   | 0.00            | 27,680.00      | 100004 |
| <a href="#">6652</a>                      | Invoice                             | 03/08/2023   | GF - 10 In-Vehicle Internet Modems - PD.. | 0.00            | 27,680.00      |        |
| 000108                                    | AUSMUS LAW FIRM PC                  | 03/22/2023   | Regular                                   | 0.00            | 1,200.00       | 100005 |
| <a href="#">8034</a>                      | Invoice                             | 03/01/2023   | GF-FEB23 PROSECUTION SRVCS-C...           | 0.00            | 1,200.00       |        |
| 001820                                    | BADGER METER                        | 03/22/2023   | Regular                                   | 0.00            | 13,440.00      | 100006 |
| <a href="#">1563879</a>                   | Invoice                             | 03/14/2023   | UF-METERS AND ACCESSORIES                 | 0.00            | 13,440.00      |        |
| 002600                                    | BEARCOM                             | 03/22/2023   | Regular                                   | 0.00            | 25,436.45      | 100007 |
| <a href="#">1973</a>                      | Invoice                             | 03/15/2023   | GF-UPFIT (2) CHEVROLET TAHOES-PD          | 0.00            | 25,436.45      |        |
| 002853                                    | BUCKEYE CLEANING CENTER             | 03/22/2023   | Regular                                   | 0.00            | 2,488.68       | 100008 |
| <a href="#">90484195</a>                  | Invoice                             | 03/10/2023   | GF-CLEANING SUPPLIES-FAC                  | 0.00            | 2,488.68       |        |
| 000230                                    | CINTAS FIRST AID & SAFETY           | 03/22/2023   | Regular                                   | 0.00            | 287.76         | 100009 |
| <a href="#">5148517673</a>                | Invoice                             | 03/07/2023   | REC-FIRST AID SUPPLIES                    | 0.00            | 287.76         |        |
| 000307                                    | COMCAST CABLE COMM, LLC             | 03/22/2023   | Regular                                   | 0.00            | 342.64         | 100010 |
| <a href="#">0124495 MAR23</a>             | Invoice                             | 03/01/2023   | CPR-MAR23 CABLE-COM CTR                   | 0.00            | 141.00         |        |
| <a href="#">0147405 MAR23</a>             | Invoice                             | 03/01/2023   | CPR-MAR23 INTERNET/PHONE-MUS...           | 0.00            | 201.64         |        |
| 001401                                    | DIVISION OF OIL & PUBLIC SAFETY     | 03/22/2023   | Regular                                   | 0.00            | 160.00         | 100011 |
| <a href="#">745651</a>                    | Invoice                             | 03/13/2023   | REC-ANNUAL BOILER INSPECTION              | 0.00            | 120.00         |        |
| <a href="#">745653</a>                    | Invoice                             | 03/13/2023   | CPR-ANNUAL BOILER INSPECTION-...          | 0.00            | 40.00          |        |
| 000431                                    | EMPLOYERS COUNCIL SERVICES, INC     | 03/22/2023   | Regular                                   | 0.00            | 6,612.00       | 100012 |
| <a href="#">0000456213</a>                | Invoice                             | 02/27/2023   | GF-JAN23 HR CONTRACT SRVCS-HR             | 0.00            | 6,612.00       |        |
| 000546                                    | GREEN MILL SPORTSMAN'S CLUB         | 03/22/2023   | Regular                                   | 0.00            | 150.00         | 100013 |
| <a href="#">112</a>                       | Invoice                             | 03/03/2023   | GF-TRAINING-PD                            | 0.00            | 150.00         |        |
| 001851                                    | IMA, INC                            | 03/22/2023   | Regular                                   | 0.00            | 20,728.00      | 100014 |
| <a href="#">200082</a>                    | Invoice                             | 02/01/2023   | GF-2023 CYBER INSURANCE PREMI...          | 0.00            | 14,833.00      |        |
| <a href="#">205761</a>                    | Invoice                             | 02/01/2023   | GF-2023 BOILER & MACHINERY INS ...        | 0.00            | 5,895.00       |        |
| 000593                                    | IMOGENE YOKOOJI                     | 03/22/2023   | Regular                                   | 0.00            | 108.06         | 100015 |
| <a href="#">030623</a>                    | Invoice                             | 03/14/2023   | REC-PURCHASE REIMBURSEMENT                | 0.00            | 108.06         |        |
| 003101                                    | LANGUAGELINE SOLUTIONS              | 03/22/2023   | Regular                                   | 0.00            | 107.42         | 100016 |
| <a href="#">10946812</a>                  | Invoice                             | 02/28/2023   | GF-INTERPRETATION SERVICE-PD              | 0.00            | 107.42         |        |
| 002998                                    | LEFTA SYSTEMS                       | 03/22/2023   | Regular                                   | 0.00            | 1,639.09       | 100017 |
| <a href="#">INV-001545</a>                | Invoice                             | 02/01/2023   | LEFTA Annual Software                     | 0.00            | 1,639.09       |        |
| 003143                                    | LEGAL AND LIABILITY RISK MANAGEMENT | 03/22/2023   | Regular                                   | 0.00            | 325.00         | 100018 |
| <a href="#">232557</a>                    | Invoice                             | 02/27/2023   | GF-A.CASTILLO TRAINING-PD                 | 0.00            | 325.00         |        |
| 003199                                    | LEXISNEXIS RISK SOLUTIONS           | 03/22/2023   | Regular                                   | 0.00            | 4,372.00       | 100019 |
| <a href="#">6948013-20230...</a>          | Invoice                             | 03/08/2023   | Lumen Investigative Software and Servi... | 0.00            | 4,372.00       |        |

## Check Report

Date Range: 03/22/2023 - 04/04/2023

| Vendor Number               | Vendor Name                      | Payment Date | Payment Type                            | Discount Amount | Payment Amount | Number |
|-----------------------------|----------------------------------|--------------|-----------------------------------------|-----------------|----------------|--------|
| Payable #                   | Payable Type                     | Post Date    | Payable Description                     | Discount Amount | Payable Amount |        |
| 000745                      | LOUIS A GRESH                    | 03/22/2023   | Regular                                 | 0.00            | 1,600.00       | 100020 |
| <a href="#">FEB23</a>       | Invoice                          | 02/28/2023   | GF-FEB23 ARRAIGNMENT DOCKETS-...        | 0.00            | 1,600.00       |        |
| 002195                      | MINUTEMAN PRESS                  | 03/22/2023   | Regular                                 | 0.00            | 285.95         | 100021 |
| <a href="#">37998</a>       | Invoice                          | 02/27/2023   | GF-BUSINESS CARDS-PD                    | 0.00            | 285.95         |        |
| 000807                      | MORNING STAR ELEVATOR LLC        | 03/22/2023   | Regular                                 | 0.00            | 297.00         | 100022 |
| <a href="#">INV16-33583</a> | Invoice                          | 03/01/2023   | REC-ANNUAL SERVICE                      | 0.00            | 297.00         |        |
| 000811                      | MOTOROLA SOLUTIONS               | 03/22/2023   | Regular                                 | 0.00            | 208.14         | 100023 |
| <a href="#">8281560014</a>  | Invoice                          | 02/03/2023   | GF-(5) HANDHELD PORTABLE RADIO...       | 0.00            | 208.14         |        |
| 000857                      | NORTHERN WATER                   | 03/22/2023   | Regular                                 | 0.00            | 10,110.00      | 100024 |
| <a href="#">031023</a>      | Invoice                          | 03/10/2023   | UF-2023 CBT Carryover 200AF-Water       | 0.00            | 10,110.00      |        |
| 003044                      | PEAK FORM, LLC                   | 03/22/2023   | Regular                                 | 0.00            | 60.00          | 100025 |
| <a href="#">630K25213</a>   | Invoice                          | 03/01/2023   | GF-EMPLOYMENT SCREENS-HR                | 0.00            | 60.00          |        |
| 000896                      | PETTY CASH-FINANCE               | 03/22/2023   | Regular                                 | 0.00            | 61.50          | 100026 |
| <a href="#">030623</a>      | Invoice                          | 03/06/2023   | GF-REIMBURSE POP FUND FEB23             | 0.00            | 61.50          |        |
| 000928                      | PUSH-PEDAL-PULL                  | 03/22/2023   | Regular                                 | 0.00            | 223.00         | 100027 |
| <a href="#">355232</a>      | Invoice                          | 02/26/2023   | REC-BIKE SERVICE                        | 0.00            | 223.00         |        |
| 000932                      | R & M SERVICES                   | 03/22/2023   | Regular                                 | 0.00            | 1,265.00       | 100028 |
| <a href="#">10718</a>       | Invoice                          | 02/14/2023   | GF-VEHICLE MAINTENANCE-PD               | 0.00            | 90.10          |        |
| <a href="#">10719</a>       | Invoice                          | 02/23/2023   | GF-VEHICLE MAINTENANCE-PD               | 0.00            | 474.51         |        |
| <a href="#">10720</a>       | Invoice                          | 02/28/2023   | GF-VEHICLE MAINTENANCE-PD               | 0.00            | 507.65         |        |
| <a href="#">10721</a>       | Invoice                          | 02/24/2023   | GF-VEHICLE MAINTENANCE-PD               | 0.00            | 112.61         |        |
| <a href="#">10722</a>       | Invoice                          | 02/28/2023   | GF-VEHICLE MAINTENANCE-PD               | 0.00            | 80.13          |        |
| 000939                      | RECREATION SUPPLY COMPANY        | 03/22/2023   | Regular                                 | 0.00            | 1,289.68       | 100029 |
| <a href="#">487843</a>      | Invoice                          | 02/03/2023   | REC-STEP REPAIR                         | 0.00            | 1,289.68       |        |
| 002981                      | RED WING BUSINESS ADVANTAGE ACCO | 03/22/2023   | Regular                                 | 0.00            | 300.00         | 100030 |
| <a href="#">563-1-56746</a> | Invoice                          | 02/20/2023   | GF-M.PACHECO UNIFORMS-PW                | 0.00            | 150.00         |        |
| <a href="#">563-1-56958</a> | Invoice                          | 02/25/2023   | GF-D.MEYERS UNIFORMS-PW                 | 0.00            | 150.00         |        |
| 003150                      | REDI SERVICES, LLC               | 03/22/2023   | Regular                                 | 0.00            | 180.00         | 100031 |
| <a href="#">0000020435</a>  | Invoice                          | 02/28/2023   | CEM-PORTABLE RESTROOM SERVIC...         | 0.00            | 180.00         |        |
| 003262                      | SARA HACKLEMAN                   | 03/22/2023   | Regular                                 | 0.00            | 45.00          | 100032 |
| <a href="#">2007145</a>     | Invoice                          | 03/06/2023   | REC-SWIM LESSONS REFUND                 | 0.00            | 45.00          |        |
| 003155                      | SHIRTS BY CHA LLC                | 03/22/2023   | Regular                                 | 0.00            | 25.00          | 100033 |
| <a href="#">2088</a>        | Invoice                          | 03/03/2023   | REC-VINYL CUT                           | 0.00            | 25.00          |        |
| 002967                      | SYNERGETIC STAFFING LLC          | 03/22/2023   | Regular                                 | 0.00            | 420.42         | 100034 |
| <a href="#">21011264</a>    | Invoice                          | 03/14/2023   | GF-A.ROMERO TEMP LABOR-STREE...         | 0.00            | 420.42         |        |
| 002659                      | TAIT & ASSOCIATES, INC.          | 03/22/2023   | Regular                                 | 0.00            | 1,915.00       | 100035 |
| <a href="#">156299</a>      | Invoice                          | 03/14/2023   | SST-AM2021-204 Engineer Harrison 1st... | 0.00            | 1,915.00       |        |
| 001101                      | TODD HODGES DESIGN, LLC          | 03/22/2023   | Regular                                 | 0.00            | 11,885.00      | 100036 |
| <a href="#">3503</a>        | Invoice                          | 03/13/2023   | GF-PLANNING SRVCS 2/27-3/12-PLA...      | 0.00            | 11,885.00      |        |
| 001364                      | TRAKSTAR                         | 03/22/2023   | Regular                                 | 0.00            | 14,253.00      | 100037 |
| <a href="#">INV-008504</a>  | Invoice                          | 02/08/2023   | GF-2023 SUBSCRIPTION RENEWAL-...        | 0.00            | 14,253.00      |        |
| 001120                      | TRUDILIGENCE LLC                 | 03/22/2023   | Regular                                 | 0.00            | 299.22         | 100038 |
| <a href="#">51022</a>       | Invoice                          | 02/28/2023   | GF-BACKGROUND CHECKS-HR                 | 0.00            | 299.22         |        |
| 001126                      | TYLER TECHNOLOGIES               | 03/22/2023   | Regular                                 | 0.00            | 304.32         | 100039 |
| <a href="#">130-134940</a>  | Invoice                          | 03/01/2023   | GF-BRAZOS MAINTENANCE-PD                | 0.00            | 304.32         |        |
| 001203                      | WELD COUNTY SHERIFF'S OFFICE     | 03/22/2023   | Regular                                 | 0.00            | 9,000.00       | 100040 |

## Check Report

Date Range: 03/22/2023 - 04/04/2023

| Vendor Number                     | Vendor Name                      | Payment Date | Payment Type                             | Discount Amount | Payment Amount | Number |
|-----------------------------------|----------------------------------|--------------|------------------------------------------|-----------------|----------------|--------|
| Payable #                         | Payable Type                     | Post Date    | Payable Description                      | Discount Amount | Payable Amount |        |
| <a href="#">020323</a>            | Invoice                          | 03/08/2023   | Guard Terminal Serives                   | 0.00            | 9,000.00       |        |
| 001212                            | WILLIAMS AND WEISS CONSULTING    | 03/22/2023   | Regular                                  | 0.00            | 3,315.00       | 100041 |
| <a href="#">1808</a>              | Invoice                          | 02/28/2023   | Water Engineering Services               | 0.00            | 3,315.00       |        |
| 001195                            | YODER CHEVROLET LLC              | 03/22/2023   | Regular                                  | 0.00            | 898.48         | 100042 |
| <a href="#">23085 FEB23</a>       | Invoice                          | 02/15/2023   | GF-VEHICLE MAINTENANCE-PD                | 0.00            | 898.48         |        |
| 001700                            | ZOE ANNE STIEBER HUBBARD         | 03/22/2023   | Regular                                  | 0.00            | 91.11          | 100043 |
| <a href="#">031423</a>            | Invoice                          | 03/14/2023   | GF-MILEAGE REIMBURSEMENT-LEGIS           | 0.00            | 91.11          |        |
| 003123                            | COMMUNITY CORRECTIONS CSP INC    | 03/22/2023   | Regular                                  | 0.00            | 540.00         | 100044 |
| <a href="#">013123</a>            | Invoice                          | 03/01/2023   | GF-JUAN FIGUEROA APODACA-E001...         | 0.00            | 180.00         |        |
| <a href="#">021723</a>            | Invoice                          | 03/01/2023   | GF-LUKAS AXL WINE-E0015653 UPS ...       | 0.00            | 180.00         |        |
| <a href="#">022223</a>            | Invoice                          | 03/01/2023   | GF-HAILEY GONZALES E0028090              | 0.00            | 180.00         |        |
| 000869                            | OPERATIONS MANAGEMENT INT        | 03/22/2023   | Regular                                  | 0.00            | 71,706.44      | 100045 |
| <a href="#">351230-23R-CL</a>     | Invoice                          | 12/31/2022   | UF-2022 REBATABLE OVERAGES-W...          | 0.00            | 71,706.44      |        |
| 001943                            | PINNACOL ASSURANCE               | 03/22/2023   | Regular                                  | 0.00            | 41,781.00      | 100046 |
| <a href="#">21186736</a>          | Invoice                          | 03/01/2023   | WORK COMP PAYMENT 3 OF 9                 | 0.00            | 20,890.00      |        |
| <a href="#">21220635</a>          | Invoice                          | 03/14/2023   | WORK COMP PAYMENT 4 OF 9                 | 0.00            | 20,891.00      |        |
| 000034                            | ADT SECURITY SYSTEM              | 03/28/2023   | Regular                                  | 0.00            | 138.95         | 100047 |
| <a href="#">50576495 APR23</a>    | Invoice                          | 03/01/2023   | REC-SECURITY MONITORING                  | 0.00            | 138.95         |        |
| 000040                            | AFLAC                            | 03/28/2023   | Regular                                  | 0.00            | 2,888.62       | 100048 |
| <a href="#">062744</a>            | Invoice                          | 03/23/2023   | GF-SUPP INS FOR MAR23-HR                 | 0.00            | 2,888.62       |        |
| 002941                            | AMERITAS LIFE INSURANCE CORP     | 03/28/2023   | Regular                                  | 0.00            | 8,452.96       | 100049 |
| <a href="#">010-57637-01 D...</a> | Invoice                          | 04/01/2023   | GF-DENTAL INS APR23-HR                   | 0.00            | 7,461.04       |        |
| <a href="#">010-57637-02 V...</a> | Invoice                          | 04/01/2023   | GF-APR23 VISION INSURANCE-HR             | 0.00            | 953.64         |        |
| <a href="#">010-57637-98 D...</a> | Invoice                          | 04/01/2023   | GF-APR23 COBRA DENTAL INS-HR             | 0.00            | 33.28          |        |
| <a href="#">010-57637-99 V...</a> | Invoice                          | 04/01/2023   | GF-APR23 COBRA VIS INSURANCE-HR          | 0.00            | 5.00           |        |
| 000094                            | ARBITRAGE COMPLIANCE             | 03/28/2023   | Regular                                  | 0.00            | 2,500.00       | 100050 |
| <a href="#">1032831</a>           | Invoice                          | 03/17/2023   | UF-ARBITRAGE CALC 2017 BONDS-...         | 0.00            | 2,500.00       |        |
| 001820                            | BADGER METER                     | 03/28/2023   | Regular                                  | 0.00            | 34,740.00      | 100051 |
| <a href="#">1562806</a>           | Invoice                          | 03/15/2023   | UF-METERS AND ACCESSORIES                | 0.00            | 34,560.00      |        |
| <a href="#">1564815</a>           | Invoice                          | 03/14/2023   | UF-TESTING SERVICES-W LINES              | 0.00            | 180.00         |        |
| 002291                            | BRENDA BALLESTERO                | 03/28/2023   | Regular                                  | 0.00            | 150.00         | 100052 |
| <a href="#">2006965</a>           | Invoice                          | 03/01/2023   | REC-CAMP REFUND                          | 0.00            | 150.00         |        |
| 002853                            | BUCKEYE CLEANING CENTER          | 03/28/2023   | Regular                                  | 0.00            | 82.46          | 100053 |
| <a href="#">90486527</a>          | Invoice                          | 03/21/2023   | CPR-JANITORIAL SUPPLIES-COM CTR          | 0.00            | 82.46          |        |
| 002122                            | BURNS & MCDONNELL ENGINEERING CO | 03/28/2023   | Regular                                  | 0.00            | 28,054.81      | 100054 |
| <a href="#">139581-14</a>         | Invoice                          | 03/15/2023   | UF-Left Station & Metro Line Design-W... | 0.00            | 28,054.81      |        |
| 000211                            | CH2M                             | 03/28/2023   | Regular                                  | 0.00            | 10,545.00      | 100055 |
| <a href="#">D3410906-06</a>       | Invoice                          | 03/16/2023   | UF- Expansion Project Design -WTP        | 0.00            | 10,545.00      |        |
| 000267                            | COLONIAL LIFE                    | 03/28/2023   | Regular                                  | 0.00            | 105.96         | 100056 |
| <a href="#">78168200401342</a>    | Invoice                          | 04/01/2023   | GF-SUPP INSUR APR23                      | 0.00            | 105.96         |        |
| 002651                            | COLORADO COMMUNITY MEDIA         | 03/28/2023   | Regular                                  | 0.00            | 134.25         | 100057 |
| <a href="#">81258</a>             | Invoice                          | 03/17/2023   | GF-PUBLIC NOTICES                        | 0.00            | 134.25         |        |
| 000306                            | COMCAST BUSINESS                 | 03/28/2023   | Regular                                  | 0.00            | 2,226.22       | 100058 |
| <a href="#">167247847</a>         | Invoice                          | 03/01/2023   | GF-MAR23 INTERNET SERVICE                | 0.00            | 2,226.22       |        |
| 000307                            | COMCAST CABLE COMM, LLC          | 03/28/2023   | Regular                                  | 0.00            | 220.10         | 100059 |
| <a href="#">0164533 APR23</a>     | Invoice                          | 04/01/2023   | GF-APR23 CABLE/INTERNET-PW               | 0.00            | 220.10         |        |

## Check Report

Date Range: 03/22/2023 - 04/04/2023

| Vendor Number                   | Vendor Name                      | Payment Date | Payment Type                             | Discount Amount | Payment Amount | Number |
|---------------------------------|----------------------------------|--------------|------------------------------------------|-----------------|----------------|--------|
| Payable #                       | Payable Type                     | Post Date    | Payable Description                      | Discount Amount | Payable Amount |        |
| 001517                          | CORE&MAIN LP                     | 03/28/2023   | Regular                                  | 0.00            | 6,424.20       | 100060 |
| <a href="#">S474727</a>         | Invoice                          | 03/13/2023   | UF-MTR PIT RMP-W LINES                   | 0.00            | 1,747.20       |        |
| <a href="#">S495789</a>         | Invoice                          | 03/13/2023   | UF-DOME MTR BOX-W LINES                  | 0.00            | 2,400.00       |        |
| <a href="#">S495792</a>         | Invoice                          | 03/13/2023   | UF-COPPER TUBE-W LINES                   | 0.00            | 2,277.00       |        |
| 000321                          | COUNTERTRADE PRODUCTS INC        | 03/28/2023   | Regular                                  | 0.00            | 1,485.00       | 100061 |
| <a href="#">SI-00041471</a>     | Invoice                          | 03/17/2023   | GF - 10 Mobile Data Terminals - PD/IT    | 0.00            | 1,485.00       |        |
| 002011                          | FRONT RANGE LUMBER COMPANY       | 03/28/2023   | Regular                                  | 0.00            | 153.91         | 100062 |
| <a href="#">118/2</a>           | Credit Memo                      | 03/01/2023   | GF-FURRING STRIPS-PARKS                  | 0.00            | -319.14        |        |
| <a href="#">17882/1</a>         | Invoice                          | 03/01/2023   | GF-FURRING STRIPS-PARKS                  | 0.00            | 33.21          |        |
| <a href="#">22763/2</a>         | Invoice                          | 03/01/2023   | UF-CONCRETE-W LINES                      | 0.00            | 439.84         |        |
| 000531                          | GLOCK PROFESSIONAL, INC          | 03/28/2023   | Regular                                  | 0.00            | 250.00         | 100063 |
| <a href="#">TRP/100179646</a>   | Invoice                          | 03/01/2023   | GF-TRAINING-PD                           | 0.00            | 250.00         |        |
| 001881                          | HALO BRANDED SOLUTIONS INC       | 03/28/2023   | Regular                                  | 0.00            | 1,138.00       | 100064 |
| <a href="#">1000404160</a>      | Invoice                          | 03/14/2023   | GF-UNIFORMS-PW                           | 0.00            | 1,138.00       |        |
| 000588                          | ID EDGE INC                      | 03/28/2023   | Regular                                  | 0.00            | 97.86          | 100065 |
| <a href="#">99467</a>           | Invoice                          | 03/06/2023   | REC-CARDS                                | 0.00            | 97.86          |        |
| 000691                          | KONE INC                         | 03/28/2023   | Regular                                  | 0.00            | 140.80         | 100066 |
| <a href="#">962465977</a>       | Invoice                          | 03/01/2023   | REC-ELEVATOR MAINTENANCE                 | 0.00            | 140.80         |        |
| 001799                          | MAC EQUIPMENT INC                | 03/28/2023   | Regular                                  | 0.00            | 1,503.96       | 100067 |
| <a href="#">425658</a>          | Invoice                          | 03/13/2023   | CEM-TRIMMERS                             | 0.00            | 1,503.96       |        |
| 003267                          | MINERVA ORTIZ                    | 03/28/2023   | Regular                                  | 0.00            | 32.50          | 100068 |
| <a href="#">2006896</a>         | Invoice                          | 03/01/2023   | REC-SHELTER REFUND                       | 0.00            | 32.50          |        |
| 003258                          | NOVOTX LLC                       | 03/28/2023   | Regular                                  | 0.00            | 44,500.00      | 100069 |
| <a href="#">2507</a>            | Invoice                          | 03/16/2023   | GF - Elements XS - Asset Mgmt Softwar... | 0.00            | 44,500.00      |        |
| 000862                          | O'REILLY AUTO PARTS              | 03/28/2023   | Regular                                  | 0.00            | 6.63           | 100070 |
| <a href="#">4489-442412</a>     | Invoice                          | 03/06/2023   | GF-FUSE-PARKS                            | 0.00            | 6.63           |        |
| 003194                          | PRECISION CONCRETE CUTTING       | 03/28/2023   | Regular                                  | 0.00            | 11,300.00      | 100071 |
| <a href="#">CO94745WH</a>       | Invoice                          | 03/01/2023   | SST - ASPHALT REPAIR DENVER AVE..        | 0.00            | 11,300.00      |        |
| 003264                          | PRECISION EXCAVATION             | 03/28/2023   | Regular                                  | 0.00            | 1,500.00       | 100072 |
| <a href="#">032123</a>          | Invoice                          | 03/21/2023   | UF-HYDRANT METER DEP REFUND-...          | 0.00            | 1,500.00       |        |
| 000935                          | RAQUEL FERSZT                    | 03/28/2023   | Regular                                  | 0.00            | 130.00         | 100073 |
| <a href="#">957484</a>          | Invoice                          | 03/13/2023   | GF-TRANSLATOR SERVICES-COURT             | 0.00            | 130.00         |        |
| 003150                          | REDI SERVICES, LLC               | 03/28/2023   | Regular                                  | 0.00            | 900.00         | 100074 |
| <a href="#">0000020433</a>      | Invoice                          | 03/01/2023   | GF-PORTABLE RESTROOM SERVICE...          | 0.00            | 360.00         |        |
| <a href="#">0000020434</a>      | Invoice                          | 03/01/2023   | GF-PORTABLE RESTROOM SERVICE...          | 0.00            | 180.00         |        |
| <a href="#">0000020436</a>      | Invoice                          | 03/01/2023   | GF-PORTABLE RESTROOM SERVICE...          | 0.00            | 180.00         |        |
| <a href="#">0000020437</a>      | Invoice                          | 03/01/2023   | GF-PORTABLE RESTROOM SERVICE...          | 0.00            | 180.00         |        |
| 003266                          | SUSIE COVARRUBIAS                | 03/28/2023   | Regular                                  | 0.00            | 45.00          | 100075 |
| <a href="#">2007152</a>         | Invoice                          | 03/14/2023   | REC-SOCCER REFUND                        | 0.00            | 45.00          |        |
| 002918                          | TARA ELIASON                     | 03/28/2023   | Regular                                  | 0.00            | 50.00          | 100076 |
| <a href="#">032123</a>          | Invoice                          | 03/21/2023   | GF-RESTITUTION E0020105-1                | 0.00            | 50.00          |        |
| 001105                          | TOSHIBA FINANCIAL SERVICES       | 03/28/2023   | Regular                                  | 0.00            | 3,977.09       | 100077 |
| <a href="#">496373051</a>       | Invoice                          | 03/09/2023   | Copier Lease                             | 0.00            | 3,977.09       |        |
| 001137                          | UNITED POWER                     | 03/28/2023   | Regular                                  | 0.00            | 71.92          | 100078 |
| <a href="#">10213507 MAR...</a> | Invoice                          | 03/17/2023   | GF-ELECTRIC 1200 DEXTER-FAC              | 0.00            | 71.92          |        |
| 003160                          | UNITEDHEALTHCARE INSURANCE COMP/ | 03/28/2023   | Regular                                  | 0.00            | 100,605.23     | 100079 |

## Check Report

Date Range: 03/22/2023 - 04/04/2023

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|---------------------------------|--------------------------|--------------|---------------------------------------------|-----------------|----------------|--------|
| Payable #                       | Payable Type             | Post Date    | Payable Description                         | Discount Amount | Payable Amount |        |
| <a href="#">259030752959</a>    | Invoice                  | 04/01/2023   | GF-APR23 HEALTH INSURANCE-HR                | 0.00            | 100,605.23     |        |
| 001147                          | USA BLUE BOOK            | 03/28/2023   | Regular                                     | 0.00            | 2,427.48       | 100080 |
| <a href="#">022202</a>          | Credit Memo              | 12/01/2022   | GF-FIRST AID KIT REFILL-STREETS             | 0.00            | -264.75        |        |
| <a href="#">294576</a>          | Invoice                  | 03/09/2023   | UF-WIRE STAFF-S LINES                       | 0.00            | 458.80         |        |
| <a href="#">295376</a>          | Invoice                  | 03/10/2023   | UF-WIRE STAFF/FLAGS-S LINES                 | 0.00            | 2,028.68       |        |
| <a href="#">913860</a>          | Invoice                  | 12/01/2022   | GF-FIRST AID KIT REFILL-STREETS             | 0.00            | 204.75         |        |
| 003279                          | MELISSA VIGIL            | 03/29/2023   | Regular                                     | 0.00            | 4,600.00       | 100088 |
| <a href="#">032923</a>          | Invoice                  | 03/29/2023   | GF-REIMBURSE 1/2 FOR WATER SR...            | 0.00            | 4,600.00       |        |
| 003280                          | RONALD DYLAN BEVERLY     | 03/30/2023   | Regular                                     | 0.00            | 182.68         | 100089 |
| <a href="#">032422 RETUR...</a> | Invoice                  | 03/24/2023   | GF-RETURNED PAYROLL ACH #1220 ...           | 0.00            | 182.68         |        |
| 000031                          | ADAMSON POLICE PRODUCTS  | 04/04/2023   | Regular                                     | 0.00            | 219.49         | 100090 |
| <a href="#">INV392839</a>       | Invoice                  | 03/07/2023   | GF-UNIFORMS-PD                              | 0.00            | 35.95          |        |
| <a href="#">INV392881</a>       | Invoice                  | 03/08/2023   | GF-UNIFORMS-PD                              | 0.00            | 143.99         |        |
| <a href="#">INV393150</a>       | Invoice                  | 03/15/2023   | GF-UNIFORMS-PD                              | 0.00            | 39.55          |        |
| 001293                          | AMAZON.COM               | 04/04/2023   | Regular                                     | 0.00            | 3,478.22       | 100091 |
| <a href="#">19KM-PFJL-G...</a>  | Invoice                  | 03/06/2023   | Amazon Order                                | 0.00            | 3,354.61       |        |
| <a href="#">1H9X-7MRP-GV...</a> | Invoice                  | 03/01/2023   | CPR-REFEREE SHIRTS-ATHL                     | 0.00            | 99.73          |        |
| <a href="#">1W3N-67HG-G...</a>  | Invoice                  | 03/05/2023   | CPR-AUGER DRILL BIT-ATHL                    | 0.00            | 23.88          |        |
| 003009                          | ANDREA GIRON             | 04/04/2023   | Regular                                     | 0.00            | 60.00          | 100092 |
| <a href="#">2007163</a>         | Invoice                  | 03/22/2023   | REC-SOFTBALL REFUND                         | 0.00            | 60.00          |        |
| 001820                          | BADGER METER             | 04/04/2023   | Regular                                     | 0.00            | 1,156.10       | 100093 |
| <a href="#">80118730</a>        | Invoice                  | 03/30/2023   | UF-BEACON HOSTING/LTE SERVICE-...           | 0.00            | 1,156.10       |        |
| 002600                          | BEARCOM                  | 04/04/2023   | Regular                                     | 0.00            | 3,137.00       | 100094 |
| <a href="#">5505623</a>         | Invoice                  | 03/21/2023   | Unit 2002 Equipment Repairs/Relaceme...     | 0.00            | 2,637.00       |        |
| <a href="#">5514902</a>         | Invoice                  | 03/01/2023   | GF-CAMERA INSTALL-PD                        | 0.00            | 500.00         |        |
| 002973                          | BOOTBARN INC             | 04/04/2023   | Regular                                     | 0.00            | 1,096.87       | 100095 |
| <a href="#">INV00240614</a>     | Invoice                  | 03/23/2023   | GF-BOOTS-PW SHOP                            | 0.00            | 150.00         |        |
| <a href="#">INV00240615</a>     | Invoice                  | 03/23/2023   | GF-BOOTS-PW SHOP                            | 0.00            | 150.00         |        |
| <a href="#">INV00240616</a>     | Invoice                  | 03/23/2023   | GF-UNIFORM JEANS-PW SHOP                    | 0.00            | 171.87         |        |
| <a href="#">INV00240617</a>     | Invoice                  | 03/23/2023   | GF-BOOTS-PW SHOP                            | 0.00            | 150.00         |        |
| <a href="#">INV00240618</a>     | Invoice                  | 03/23/2023   | GF-UNIFORM JEANS-PW SHOP                    | 0.00            | 175.00         |        |
| <a href="#">INV00240619</a>     | Invoice                  | 03/23/2023   | GF-BOOTS-PW SHOP                            | 0.00            | 150.00         |        |
| <a href="#">INV00240620</a>     | Invoice                  | 03/23/2023   | GF-BOOTS-PW SHOP                            | 0.00            | 150.00         |        |
| 002835                          | BRANDING BY BRE          | 04/04/2023   | Regular                                     | 0.00            | 3,100.00       | 100096 |
| <a href="#">1177</a>            | Invoice                  | 04/01/2023   | GF-SOCIAL MEDIA MNGT-CITY ADM               | 0.00            | 3,100.00       |        |
| 000182                          | CEM SALES & SERVICE INC  | 04/04/2023   | Regular                                     | 0.00            | 2,255.00       | 100097 |
| <a href="#">159465</a>          | Invoice                  | 03/08/2023   | REC-SPA CHLORINE                            | 0.00            | 970.00         |        |
| <a href="#">159466</a>          | Invoice                  | 03/08/2023   | REC-POOL CHLORINE                           | 0.00            | 945.00         |        |
| <a href="#">159468</a>          | Invoice                  | 03/08/2023   | REC-POOL ACID                               | 0.00            | 340.00         |        |
| 001908                          | CENTURA HEALTH           | 04/04/2023   | Regular                                     | 0.00            | 169.18         | 100098 |
| <a href="#">3/7/23</a>          | Invoice                  | 03/07/2023   | GF-MEDICAL EXAM-PD                          | 0.00            | 169.18         |        |
| 000242                          | CIVICPLUS                | 04/04/2023   | Regular                                     | 0.00            | 8,270.85       | 100099 |
| <a href="#">256775</a>          | Invoice                  | 03/27/2023   | CivicPlus - Unlimited Gov licenses for m... | 0.00            | 8,270.85       |        |
| 002651                          | COLORADO COMMUNITY MEDIA | 04/04/2023   | Regular                                     | 0.00            | 386.22         | 100100 |
| <a href="#">82436</a>           | Invoice                  | 03/31/2023   | GF-LEGAL NOTICE-CITY CL                     | 0.00            | 87.22          |        |
| <a href="#">82703</a>           | Invoice                  | 03/31/2023   | GF-PUBLIC NOTICE-LEGIS                      | 0.00            | 299.00         |        |
| 000307                          | COMCAST CABLE COMM, LLC  | 04/04/2023   | Regular                                     | 0.00            | 615.43         | 100101 |
| <a href="#">0117309 APR23</a>   | Invoice                  | 03/14/2023   | REC-COMCAST-MAR                             | 0.00            | 269.25         |        |
| <a href="#">0208785 MAR23</a>   | Invoice                  | 03/09/2023   | GF-MAR23 INTERNET SERVICE-PLA...            | 0.00            | 346.18         |        |



## Check Report

Date Range: 03/22/2023 - 04/04/2023

| Vendor Number                   | Vendor Name                     | Payment Date | Payment Type                             | Discount Amount | Payment Amount | Number |
|---------------------------------|---------------------------------|--------------|------------------------------------------|-----------------|----------------|--------|
| Payable #                       | Payable Type                    | Post Date    | Payable Description                      | Discount Amount | Payable Amount |        |
| 000321                          | COUNTERTRADE PRODUCTS INC       | 04/04/2023   | Regular                                  | 0.00            | 42,500.00      | 100102 |
| <a href="#">S1-00041435</a>     | Invoice                         | 03/13/2023   | Metal for PW Vehicles                    | 0.00            | 4,410.00       |        |
| <a href="#">S1-00041491</a>     | Invoice                         | 03/20/2023   | Metal for PW Vehicles                    | 0.00            | 590.00         |        |
| <a href="#">SI-00041432</a>     | Invoice                         | 03/13/2023   | GF - 10 Mobile Data Terminals - PD/IT    | 0.00            | 37,500.00      |        |
| 003274                          | DGW VIDEO PRODUCTIONS LLC       | 04/04/2023   | Regular                                  | 0.00            | 3,985.00       | 100103 |
| <a href="#">12574</a>           | Invoice                         | 03/23/2023   | GF-CINEMATOGRAPHY-COM EVENTS             | 0.00            | 3,985.00       |        |
| 000388                          | DIGETEKs, LLC                   | 04/04/2023   | Regular                                  | 0.00            | 39,588.00      | 100104 |
| <a href="#">8710</a>            | Invoice                         | 03/02/2023   | Annual Renewal CyberSecurity Softwares   | 0.00            | 39,588.00      |        |
| 003277                          | FULL SOURCE, LLC                | 04/04/2023   | Regular                                  | 0.00            | 71.31          | 100105 |
| <a href="#">FS5002735-SO</a>    | Invoice                         | 03/10/2023   | REC-UNIFORM SWEATSHIRTS                  | 0.00            | 71.31          |        |
| 002947                          | FULLY LLC                       | 04/04/2023   | Regular                                  | 0.00            | 14,842.25      | 100106 |
| <a href="#">INV559316</a>       | Invoice                         | 03/30/2023   | GF-Community Dev Furniture-Misc          | 0.00            | 14,842.25      |        |
| 000536                          | GOLF AND SPORT SOLUTIONS LLC    | 04/04/2023   | Regular                                  | 0.00            | 486.00         | 100107 |
| <a href="#">42763</a>           | Invoice                         | 03/14/2023   | CPR-CHALK-COM CTR                        | 0.00            | 486.00         |        |
| 002088                          | GoTo TECHNOLOGIES USA, INC.     | 04/04/2023   | Regular                                  | 0.00            | 2,304.00       | 100108 |
| <a href="#">1208972443</a>      | Invoice                         | 03/22/2023   | GoTo - GoTo Meeting Business (12 licen.. | 0.00            | 2,304.00       |        |
| 003265                          | GRABER MANUFACTURING, INC       | 04/04/2023   | Regular                                  | 0.00            | 13,434.12      | 100109 |
| <a href="#">0019608</a>         | Invoice                         | 03/23/2023   | Community Center Park Trails - Accessor. | 0.00            | 13,434.12      |        |
| 003269                          | IMEG CORP                       | 04/04/2023   | Regular                                  | 0.00            | 360.00         | 100110 |
| <a href="#">23001537.00-1</a>   | Invoice                         | 03/27/2023   | GF-GIS SERVICE-CITY CL                   | 0.00            | 360.00         |        |
| 003090                          | JESSICA DOMINGUEZ               | 04/04/2023   | Regular                                  | 0.00            | 55.02          | 100111 |
| <a href="#">3/29/23</a>         | Invoice                         | 03/29/2023   | GF-MILEAGE-FIN                           | 0.00            | 55.02          |        |
| 002778                          | KASEYA US LLC                   | 04/04/2023   | Regular                                  | 0.00            | 1,488.30       | 100112 |
| <a href="#">INV2464545144..</a> | Invoice                         | 03/28/2023   | Staff Training                           | 0.00            | 838.80         |        |
| <a href="#">Q-766689</a>        | Invoice                         | 03/28/2023   | Kaseya Training for KCE - Jason Reitz    | 0.00            | 649.50         |        |
| 003272                          | KIMBERLY KEELING                | 04/04/2023   | Regular                                  | 0.00            | 75.00          | 100113 |
| <a href="#">2007162</a>         | Invoice                         | 03/22/2023   | REC-SOFTBALL REFUND                      | 0.00            | 75.00          |        |
| 003145                          | KUSTOM SIGNALS, INC.            | 04/04/2023   | Regular                                  | 0.00            | 7,590.00       | 100114 |
| <a href="#">600810</a>          | Invoice                         | 03/14/2023   | Radar Replacement                        | 0.00            | 7,590.00       |        |
| 000745                          | LOUIS A GRESH                   | 04/04/2023   | Regular                                  | 0.00            | 1,600.00       | 100115 |
| <a href="#">3/8/23</a>          | Invoice                         | 03/28/2023   | GF-ARRAIGNMENT DOCKETS-COURT             | 0.00            | 1,600.00       |        |
| 003271                          | MARONEY CONSULTING SERVICES LLC | 04/04/2023   | Regular                                  | 0.00            | 500.00         | 100116 |
| <a href="#">608</a>             | Invoice                         | 03/23/2023   | GF-CONSULTING-CITY CL                    | 0.00            | 500.00         |        |
| 003276                          | MATTHEW KNIGHT                  | 04/04/2023   | Regular                                  | 0.00            | 73.98          | 100117 |
| <a href="#">3/24/23</a>         | Invoice                         | 03/15/2023   | GF-MILEAGE-COURT                         | 0.00            | 73.98          |        |
| 000776                          | MB AUTO SALES & SALVAGE         | 04/04/2023   | Regular                                  | 0.00            | 2,040.00       | 100118 |
| <a href="#">3/6/23</a>          | Invoice                         | 03/06/2023   | GF-TOWING/STORAGE-PD                     | 0.00            | 2,040.00       |        |
| 000783                          | MEANDERING WITH MARY            | 04/04/2023   | Regular                                  | 0.00            | 160.00         | 100119 |
| <a href="#">3/24/23</a>         | Invoice                         | 03/24/2023   | CPR-CASINO TRIP-SENIORS                  | 0.00            | 160.00         |        |
| 001630                          | MEDICAL CENTER OF THE ROCKIES   | 04/04/2023   | Regular                                  | 0.00            | 183.39         | 100120 |
| <a href="#">292566722</a>       | Invoice                         | 03/01/2023   | GF-BLOOD DRAW-PD                         | 0.00            | 183.39         |        |
| 002782                          | MOUNTAIN WEST PRODUCTION GROUP  | 04/04/2023   | Regular                                  | 0.00            | 1,183.20       | 100121 |
| <a href="#">101537</a>          | Invoice                         | 03/01/2023   | GF-STAGE SERVICE-COM EVENTS              | 0.00            | 1,183.20       |        |
| 000865                          | OFFICE DEPOT                    | 04/04/2023   | Regular                                  | 0.00            | 310.68         | 100122 |
| <a href="#">302000275001</a>    | Invoice                         | 03/08/2023   | GF-OFFICE SUPPLIES-FIN                   | 0.00            | 218.10         |        |
| <a href="#">302001401001</a>    | Invoice                         | 03/08/2023   | GF-OFFICE SUPPLIES-FIN                   | 0.00            | 28.99          |        |



## Check Report

Date Range: 03/22/2023 - 04/04/2023

| Vendor Number                    | Vendor Name                      | Payment Date | Payment Type                              | Discount Amount | Payment Amount | Number     |
|----------------------------------|----------------------------------|--------------|-------------------------------------------|-----------------|----------------|------------|
| Payable #                        | Payable Type                     | Post Date    | Payable Description                       | Discount Amount | Payable Amount |            |
| <a href="#">302001402001</a>     | Invoice                          | 03/08/2023   | GF-OFFICE SUPPLIES-ADMIN                  | 0.00            | 63.59          |            |
| 003044                           | PEAK FORM, LLC                   | 04/04/2023   | Regular                                   | 0.00            | 585.00         | 100123     |
| <a href="#">1075K25213</a>       | Invoice                          | 03/01/2023   | GF-EMPLOYMENT SCREENS-HR                  | 0.00            | 95.00          |            |
| <a href="#">1275K25213</a>       | Invoice                          | 03/01/2023   | GF-EMPLOYMENT SCREENS-HR                  | 0.00            | 490.00         |            |
| 003046                           | PERKINS + WILL, INC.             | 04/04/2023   | Regular                                   | 0.00            | 31,412.50      | 100124     |
| <a href="#">222254.000-198..</a> | Invoice                          | 03/27/2023   | RC-Design of Additions-Rec Center         | 0.00            | 31,412.50      |            |
| 000928                           | PUSH-PEDAL-PULL                  | 04/04/2023   | Regular                                   | 0.00            | 1,356.82       | 100125     |
| <a href="#">356893</a>           | Invoice                          | 03/20/2023   | REC-FREE WEIGHTS/OCTANE                   | 0.00            | 1,356.82       |            |
| 003273                           | SEAN CONNELL                     | 04/04/2023   | Regular                                   | 0.00            | 250.00         | 100126     |
| <a href="#">2/17/23</a>          | Invoice                          | 03/01/2023   | GF-PERFORMANCE-COM EVENTS                 | 0.00            | 250.00         |            |
| 001035                           | STANDARD INSURANCE CO.           | 04/04/2023   | Regular                                   | 0.00            | 6,527.16       | 100127     |
| <a href="#">00 759761 0001..</a> | Invoice                          | 04/01/2023   | LI, AD&D, LTD, STD Ins Prem               | 0.00            | 6,527.16       |            |
| 001040                           | STERICYCLE                       | 04/04/2023   | Regular                                   | 0.00            | 66.91          | 100128     |
| <a href="#">3006401757</a>       | Invoice                          | 04/01/2023   | REC-BIOHAZARD                             | 0.00            | 66.91          |            |
| 003275                           | SUNSET PRINTING, LLC             | 04/04/2023   | Regular                                   | 0.00            | 394.80         | 100129     |
| <a href="#">32110</a>            | Invoice                          | 03/01/2023   | GF-PRINTING-PD                            | 0.00            | 394.80         |            |
| 002694                           | SYMMETRY ENERGY SOLUTIONS LLC    | 04/04/2023   | Regular                                   | 0.00            | 4,499.73       | 100130     |
| <a href="#">16197294</a>         | Invoice                          | 03/22/2023   | REC-NATURAL GAS                           | 0.00            | 4,499.73       |            |
| 001101                           | TODD HODGES DESIGN, LLC          | 04/04/2023   | Regular                                   | 0.00            | 11,023.75      | 100131     |
| <a href="#">3509</a>             | Invoice                          | 03/27/2023   | GF-PLANNING SRVCS 3/13-3/26-PLA...        | 0.00            | 11,023.75      |            |
| 001105                           | TOSHIBA FINANCIAL SERVICES       | 04/04/2023   | Regular                                   | 0.00            | 283.52         | 100132     |
| <a href="#">497088831</a>        | Invoice                          | 03/21/2023   | GF-BSMT COPIER LEASE-IT                   | 0.00            | 283.52         |            |
| 001135                           | UNION PACIFIC RAILROAD CO        | 04/04/2023   | Regular                                   | 0.00            | 70.00          | 100133     |
| <a href="#">4/3/23</a>           | Invoice                          | 03/01/2023   | GF-Z HUBBARD/V BLACKSTON MEET...          | 0.00            | 70.00          |            |
| 001963                           | WASTE CONNECTIONS OF COLO, INC   | 04/04/2023   | Regular                                   | 0.00            | 313.45         | 100134     |
| <a href="#">6881764V311</a>      | Invoice                          | 03/15/2023   | GF-APR23 TRASH SERVICE-PARKS              | 0.00            | 167.07         |            |
| <a href="#">6882190V311</a>      | Invoice                          | 03/15/2023   | CEM-APR 23 TRASH SERVICE                  | 0.00            | 146.38         |            |
| 002076                           | WELD COUNTY REGIONAL COMMUNICATI | 04/04/2023   | Regular                                   | 0.00            | 5,500.00       | 100135     |
| <a href="#">103689</a>           | Invoice                          | 03/30/2023   | Wireless Annual Maintenance               | 0.00            | 5,500.00       |            |
| 001224                           | XCEL ENERGY-GAS                  | 04/04/2023   | Regular                                   | 0.00            | 360.26         | 100136     |
| <a href="#">820918961</a>        | Invoice                          | 03/22/2023   | GF-CITY HALL & GENERATOR GAS-F...         | 0.00            | 360.26         |            |
| 000119                           | BANK OF COLORADO                 | 03/24/2023   | Bank Draft                                | 0.00            | 6,416.69       | DFT0002140 |
| <a href="#">INV0001350</a>       | Invoice                          | 03/24/2023   | HSA DISTRIBUTION                          | 0.00            | 6,416.69       |            |
| 000119                           | BANK OF COLORADO                 | 03/24/2023   | Bank Draft                                | 0.00            | 865.83         | DFT0002141 |
| <a href="#">INV0001351</a>       | Invoice                          | 03/24/2023   | HSA DISTRIBUTION                          | 0.00            | 865.83         |            |
| 001416                           | VALIC_1                          | 03/24/2023   | Bank Draft                                | 0.00            | 40,806.15      | DFT0002142 |
| <a href="#">INV0001352</a>       | Invoice                          | 03/24/2023   | VALIC - 457(b) \$ Contributions           | 0.00            | 40,806.15      |            |
| 001265                           | IRS                              | 03/24/2023   | Bank Draft                                | 0.00            | 66,313.74      | DFT0002143 |
| <a href="#">INV0001353</a>       | Invoice                          | 03/24/2023   | Federal Withholding                       | 0.00            | 66,313.74      |            |
| 001418                           | CO DEPARTMENT OF REVENUE         | 03/24/2023   | Bank Draft                                | 0.00            | 11,743.00      | DFT0002144 |
| <a href="#">INV0001354</a>       | Invoice                          | 03/24/2023   | CO Withholding                            | 0.00            | 11,743.00      |            |
| 001416                           | VALIC_1                          | 03/24/2023   | Bank Draft                                | 0.00            | 58.20          | DFT0002146 |
| <a href="#">INV0001355</a>       | Invoice                          | 03/24/2023   | VALIC - Regular Plan Retirement Contri... | 0.00            | 58.20          |            |
| 001265                           | IRS                              | 03/24/2023   | Bank Draft                                | 0.00            | 191.75         | DFT0002147 |
| <a href="#">INV0001356</a>       | Invoice                          | 03/24/2023   | Federal Withholding                       | 0.00            | 191.75         |            |

## Check Report

Date Range: 03/22/2023 - 04/04/2023

| Vendor Number              | Vendor Name              | Payment Date | Payment Type        | Discount Amount | Payment Amount | Number     |
|----------------------------|--------------------------|--------------|---------------------|-----------------|----------------|------------|
| Payable #                  | Payable Type             | Post Date    | Payable Description | Discount Amount | Payable Amount |            |
| 001418                     | CO DEPARTMENT OF REVENUE | 03/24/2023   | Bank Draft          | 0.00            | 27.00          | DFT0002148 |
| <a href="#">INV0001357</a> | Invoice                  | 03/24/2023   | CO Withholding      | 0.00            | 27.00          |            |

## Bank Code Pooled Cash Summary

| Payment Type   | Payable Count | Payment Count | Discount    | Payment           |
|----------------|---------------|---------------|-------------|-------------------|
| Regular Checks | 179           | 130           | 0.00        | 771,801.34        |
| Manual Checks  | 0             | 0             | 0.00        | 0.00              |
| Voided Checks  | 0             | 0             | 0.00        | 0.00              |
| Bank Drafts    | 8             | 8             | 0.00        | 126,422.36        |
| EFT's          | 0             | 0             | 0.00        | 0.00              |
|                | <b>187</b>    | <b>138</b>    | <b>0.00</b> | <b>898,223.70</b> |

## All Bank Codes Check Summary

| Payment Type   | Payable<br>Count | Payment<br>Count | Discount    | Payment           |
|----------------|------------------|------------------|-------------|-------------------|
| Regular Checks | 230              | 168              | 0.00        | 799,316.39        |
| Manual Checks  | 0                | 0                | 0.00        | 0.00              |
| Voided Checks  | 0                | 0                | 0.00        | 0.00              |
| Bank Drafts    | 8                | 8                | 0.00        | 126,422.36        |
| EFT's          | 0                | 0                | 0.00        | 0.00              |
|                | <b>238</b>       | <b>176</b>       | <b>0.00</b> | <b>925,738.75</b> |

## Fund Summary

| Fund | Name                          | Period | Amount            |
|------|-------------------------------|--------|-------------------|
| 600  | GOLF ENTERPRISE FUND          | 3/2023 | 19,135.72         |
| 600  | GOLF ENTERPRISE FUND          | 4/2023 | 8,379.33          |
| 999  | POOLED CASH/CONSOLIDATED CASH | 3/2023 | 678,805.19        |
| 999  | POOLED CASH/CONSOLIDATED CASH | 4/2023 | 219,418.51        |
|      |                               |        | <b>925,738.75</b> |

**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
March 21, 2023**

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, March 21, 2023. 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, Bruce Fitzgerald, Valerie Blackston, Carlos Barron, David Crespín and Claud Hanes.

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

**PERSONS TO ADDRESS COUNCIL**

There was no one to address the Mayor or Council.

**APPROVAL OF AGENDA**

Staff requested to change the title of AM 2023-057, to approving the addition of two (2) positions allocated from the general fund with removal of the resolution. It was moved by Carlos Barron and seconded by Bruce Fitzgerald to approve the agenda as amended. Motion passed unanimously on voice vote.

**REVIEW OF ACCOUNTS PAYABLES**

Council reviewed the March 21, 2023, payables; there were no questions or comments from the Mayor or Council.

**CONSENT AGENDA**

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

- March 7, 2023 City Council Meeting Minutes
- Second Reading Ordinance 2023-1153 AMENDING SECTION 2-155 OF THE MUNICIPAL CODE TO SET THE VICTIM COMPENSATION GUIDELINES BY RESOLUTION
- Approving the Purchase of Annual Software for Cyber Security for an Amount Not to Exceed \$39,588.00 Allocated from the Information Technology Budget (AM 2023-049)
- Approving RESOLUTION 2023R012 OF THE CITY OF FORT LUPTON CITY COUNCIL APPROVING THE EVENT APPLICATION AS A GUIDE FOR PLANNING EVENTS ON PUBLIC

**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
March 21, 2023**

PROPERTY WITHIN THE CITY AND APPROVING THE APPLICATION FEES (AM 2023-051)

- Accepting a Proposal from Dean Contracting for the Construction of the Community Center Park Fence Extension South of Community Center Park to County Road 12 for an Amount not to Exceed \$27,616.00 to be Paid from the Parks Department Account (AM 2023-052)
- Authorize the Mayor to Execute an Agreement to Lease 500 Acre Feet of Colorado Big Thompson Water Units to Kerr-McGee Oil & Gas Onshore LP for the Amount of \$375,000 for the 2023 Water Year (AM 2023-053)
- Approval of the Five (5) Year Agreement with AXON Enterprises for Fleet Mounted Camera Systems for Patrol Vehicles for an Annual Cost of \$40,092.47 (AM 2023-058)

Motion passed unanimously on roll call vote.

**ACTION MEMORANDUM**

**AM 2023-050 Authorizing an Additional Payment for the Overages in the Jacobs Contract in the Amount of \$11,706.44, Allocated from the Utility Fund**

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. The overage amount of \$71k on the rebateable budget was due to unexpected repairs and costs, which is \$11k over the original estimate from December. There were multiple high-cost repairs, including repairs on the centrifuge, which resulted in over \$15k of repairs and \$45k in additional liquid hauling. These types of repairs are atypical and are not expected in the coming years.

It was moved by Carlos Barron and seconded by Valerie Blackston to Authorize an Additional Payment for the Overages in the Jacobs Contract in the Amount of \$11,706.44, Allocated from the Utility Fund. Motion passed unanimously on roll call vote.

**AM 2023-054 Authorize the Mayor to Execute an Agreement to Purchase Six Shares of Fulton Irrigation from Howard Binder for \$360,350.00**

Mr. Binder offered to sell to the City of Fort Lupton, six shares of the Fulton Irrigation Ditch Company with dry-up for \$60,000 per share. The City continues to ensure we have adequate water for City operations and this water is one source that can be used to accomplish that goal. As part of this transaction, Mr. Binder has requested the City pay a nonrefundable \$350 for the 2023 Fulton water assessment on the shares. Prior to closing, there is a 120 day due diligence

**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
March 21, 2023**

time to allow for investigations into the shares history. The investigations will allow the City to confirm whether there is adequate yield, dry up and easements. If the results of the investigations are not satisfactory, the City can terminate the purchase agreement before the end of the due diligence period, and the \$60,000 earnest money shall be refunded. The total purchase price is \$360,350.00.

After closing on the Fulton shares, it will be necessary to file a water court case to change the Fulton shares to new uses, including municipal and augmentation. Until the City proceeds with the water court case, the shares will be used in the City Irrigation operations.

It was moved by Claud Hanes and seconded by Bruce Fitzgerald to Authorize the Mayor to Execute an Agreement to Purchase Six Shares of Fulton Irrigation from Howard Binder for \$360,350.00. Motion passed unanimously on roll call vote.

**AM 2023-055 Approving a Resolution Authorizing the Submittal of an Energy and Mineral Impact Assistance Grant with the Colorado Department of Local Affairs for the Fort Lupton Wastewater System Improvements for a Project Cost Estimate of \$25,000,000.00**

As a requirement of the Colorado Department of Local Affairs' grant application for Energy and Mineral Impact Assistance Grant funds, City Council must approve a resolution authorizing the City's application submission in order to be considered for the grant.

As part of our grant application for financial assistance for the Fort Lupton Wastewater System Improvements, City Council must approve a resolution officially authorizing the submission of said application. The estimated total amount of the above-mentioned project is \$25,000,000.00. Of this amount, the City will commit to a ninety-six percent match of \$25,000,000.00 of which is pending submission to the USDA for Rural.

The EIAF grant request is a Tier 1 request for \$1,000,000.00 to help cover the City's required funds for the USDA loan.

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston to Authorize the Mayor to Execute an Agreement to Purchase Six Shares of Fulton Irrigation from Howard Binder for \$360,350.00. Motion passed unanimously on roll call vote.

**AM 2023-056 Award Contract to Colorado Paving Inc. for an Amount Not to Exceed \$300,000.00 for the Coyote Creek Golf Course Cart Path Repaving Project, Allocated from the Golf Course Maintenance Fund**

Bid documents were advertised from February 10, 2023 with bid opening on March 10, 2023. Four bids were received, with Colorado Paving Inc. providing the lowest responsible bid.

**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
March 21, 2023**

Colorado Paving Inc. is a highly respected contractor in Front Range communities with several local municipalities' projects in the area. The City contracted with them this past year for the College Ave. and 9th Street Reconstruction Project. As well as, the Kahil repaving Project in 2021. City staff has a very high opinion of this contractor, and they have done an excellent job with the construction work.

The Golf Enterprise Fund budgeted \$300,000 for this project.

The project is anticipated to start this April with completion in mid-May.

It was moved by Carlos Barron and seconded by David Crespino to Award Contract to Colorado Paving Inc. for an Amount Not to Exceed \$300,000.00 for the Coyote Creek Golf Course Cart Path Repaving Project, Allocated from the Golf Course Maintenance Fund. Motion passed unanimously on roll call vote.

**AM 2023-057 Approving the Addition of Two (2) Positions, for an Amount not to Exceed \$165,550 Allocated from the General Fund Budget**

The City Clerk's office will be soliciting applications for a Marketing and Communications Specialist. The salary range is expected to be between \$67,000 and \$80,400 to start. The Marketing and Communications Specialist will develop and administer communications strategies to establish proactive relationships with the media and the public, City Council and City Staff. The position will also respond to requests for information from the media acting as a public information officer.

Public Works Department (PW) will add the PW Sanitary Supervisor position. The salary range (exempt employee) is expected to be between \$62,000 and \$71,300 to start. The Sanitary Supervisor will be a mid-level management position in PW operations, focused on sanitary and storm sewer maintenance.

It was moved by Carlos Barron and seconded by Valerie Blackston to Approve the Addition of Two (2) Positions, for an Amount not to Exceed \$165,550 Allocated from the General Fund Budget. Motion passed unanimously on roll call vote.

**STAFF**

Roy Vestal, Public Works Director, stated posted speed signs will be placed soon. The first one will be posted on Fulton Street and they are also targeting to have one placed on South Rollie Ave. and lower Kahil St. He also mentioned Clean-up day for seniors and/or disabled individuals is scheduled for April 20<sup>th</sup> and Clean-up day for all is scheduled for April 22<sup>nd</sup> from 8:00 a.m. –



**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
March 21, 2023**

12:00 p.m. at the Public Works Shop, located at 800 12<sup>th</sup> Street.

Mari Peña, City Clerk, gave appreciation and recognition to Leann Perino, Finance Director, and Chris Cross, City Administrator for their contribution and hard work in the bond meetings. She also mentioned that the annual shredding day is scheduled for April 26, 2023, from 8:00 a.m. – 10:00 a.m. at City Hall, located at 130 S. McKinley Ave.

**MAYOR/COUNCIL REPORTS**

Councilmember, Valerie Blackston, questioned Mari Peña, City Clerk, regarding clarification on the wording for the cemetery clean-up days. Ms. Peña responded, stating she has reached out to other municipalities to see if they have wording that better defines what is and what is not unsightly. However, she found that different wording still came to the same conclusion. It is difficult to define what is unattractive due to differences in opinion. Mayor Hubbard questioned if other municipalities have a policy to restrict plastic decorations during certain times of the year. She stated she will look into it for future discussion.

**FUTURE CITY EVENTS**

|                |                                                                        |
|----------------|------------------------------------------------------------------------|
| March 28, 2023 | Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.                      |
| April 4, 2023  | City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.                   |
| April 8, 2023  | Easter Egg Hunt, 203 S. Harrison Ave. 9:00 a.m.                        |
| April 11, 2023 | Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.                      |
| April 20, 2023 | Clean-up Day, Curbside Pick-up for Seniors and/or Disabled Individuals |
| April 22, 2023 | Clean-up Day, 800 12 <sup>th</sup> St. 8:00 a.m. – 12:00 p.m.          |
| April 26, 2023 | Shredding Day, 130 S. McKinley Ave. 8:00 a.m. – 10:00 a.m.             |

**EXECUTIVE SESSION**

It was moved by Carlos Barron and seconded by David Crespín 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).” Golf Course. Motion passed unanimously on roll call vote. The following moved into Executive Session: Mayor Hubbard, Councilmembers Bruce Fitzgerald, Valerie Blackston, Carlos Barron, David Crespín and Claud Hanes, City Attorney, Andy Ausmus, City Administrator, Chris Cross, Finance Director, Leanne Perino and Golf Course Manager, Tyler Tarpley.

The Executive Session ended at 6:51 and the regular meeting reconvened.

**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
March 21, 2023**

**ADJOURNMENT**

The meeting adjourned at 6:51 p.m.

Submitted by,

---

Maricela Peña, City Clerk

Approved by City Council,

---

Zo Hubbard, Mayor

DRAFT



**SUBJECT FOR DISCUSSION**

Approving a Resolution Ratifying the Mayor's Appointment of Roberto Cardenas to the Cemetery Advisory Committee for a Term Beginning April 4, 2023, and Ending December 31, 2023

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

Roberto Cardenas submitted an application to the Cemetery Advisory Committee. Mr. Cardenas has previously served on the golf committee and is interested in continuing to serve the community. He is also a Fort Lupton resident, meeting the requirements to be a member of the committee.

**FINANCIAL CONSIDERATIONS**

N/A

**LEGAL/POLITICAL CONSIDERATIONS**

N/A

**ALTERNATIVES/OPTIONS**

N/A

**STAFF RECOMMENDATIONS**

N/A

Attachments:                   a.     Resolution

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**RESOLUTION NO. 2023Rxx**

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE APPOINTMENT OF ROBERTO CARDENAS BY THE MAYOR TO SERVE ON THE CEMETERY ADVISORY COMMITTEE FROM APRIL 4, 2023 TO DECEMBER 31, 2023**

**WHEREAS**, Roberto Cardenas has submitted an application for the Mayor to consider appointment to the Cemetery Advisory Committee; and

**WHEREAS**, Mr. Cardenas has expressed interest in serving the community; and

**WHEREAS**, Mr. Cardenas lives within the Fort Lupton city limits and meets the requirements to serve on the Cemetery Advisory Committee.

**NOW THEREFORE BE IT RESOLVED** that the Fort Lupton City Council hereby ratifies the Mayor's appointment of Roberto Cardenas to the Cemetery Advisory Committees for a term beginning April 4, 2023 and ending December 31, 2023.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 4<sup>TH</sup> DAY OF APRIL 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**

Approval of Payment to the Weld Regional Communications Center (WRCC) in the Amount of \$88,413.00 for Dispatch Services, Allocated from the Police Department Fund.

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

WRCC is the only provider of Dispatch Services for the Fort Lupton Police Department. The cost for this service increased from \$78,897 in 2022 to \$88,413 in 2023. The increase is based on the Department's increased usage of dispatch services. Though the number of calls for service decreased, the usage of non-call for service functions significantly increased. There were also increases in the cost of services not related to usage.

**FINANCIAL CONSIDERATIONS**

This was an approved item in the 2023 budget.

**LEGAL/POLITICAL CONSIDERATIONS**

N/A

**ALTERNATIVES/OPTIONS**

There is currently no other options for these services.

**STAFF RECOMMENDATIONS**

Staff recommends approval.

Attachments: a. WRCC Invoice

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

Please Remit Payment To:  
Weld County  
C/O Crystal Pratt  
1551 N 17th Ave #2  
Greeley, CO 80631



# Invoice

Work Order: 103689

Page 1 of 1

INVOICE PREPARED BY  
Crystal Pratt  
970-400-2899

TERMS  
Due on receipt

|                                                                                                              |                                |                         |
|--------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------|
| FPPD                                                                                                         | Date In: 1/20/2023 9:06:33 AM  | Bill To: Fort Lupton PD |
| Fort Lupton PD                                                                                               | Date Out: 1/20/2023 9:06:33 AM | 130 S. McKinley Ave.    |
| 130 S. McKinley Ave.                                                                                         |                                |                         |
| Fort Lupton, CO 80621                                                                                        |                                | Fort Lupton, CO 80621   |
|                                                                                                              |                                | 7204666131              |
| Service Requested:<br>2023 Annual Dispatch Services Cost Allocation & Wireless<br>Services Radio Maintenance |                                | Action Taken:           |

**Parts** Budget Code:

| Qty | Item     | Description                                                        | Part Price  | Ext Total          | Billable           |
|-----|----------|--------------------------------------------------------------------|-------------|--------------------|--------------------|
| 1   | WCRCC CA | Public Safety Communications Cost Allocation for Dispatch Services | \$88,413.00 | \$88,413.00        | \$88,413.00        |
| 1   | PSWC CA  | Public Safety Wireless Annual Maintenance                          | \$5,500.00  | \$5,500.00         | \$5,500.00         |
|     |          | <b>Parts Total</b>                                                 |             | <b>\$93,913.00</b> | <b>\$93,913.00</b> |

**Grand Total**

**\$93,913.00**

**Make all checks payable to WELD County**

**Please reference your invoice number or include a copy of the invoice when submitting payment. Thank you.**  
*If you have any questions concerning this invoice contact Crystal Pratt cpratt@weldgov.com*

1/20/2023 9:07:25 AM



**SUBJECT FOR DISCUSSION**

Approving the Purchase of a John Deere Gator from 4 Rivers Equipment for an Amount Not to Exceed \$20,941.86

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The 2023 Cemetery budget includes \$22,000 in the 2023 Capital Improvements Budget to purchase a gator. The City's existing Gator was purchased in 2008 and is having maintenance issues. Current usage is over 2,000 operating hours.

4 Rivers Equipment has quoted a John Deere Gator at \$20,941.86. This company is located in Greeley, Colorado. The quote is a Sourcewell offer. Purchase includes a 1-year warranty or 1,000 hours. Expected delivery in July 2023.

**FINANCIAL CONSIDERATIONS**

The 2023 budget includes \$22,000 for a new Gator purchase in the Cemetery budget.

**LEGAL/POLITICAL CONSIDERATIONS**

Not Applicable.

**ALTERNATIVES/OPTIONS**

- A. Purchase new Gator from 4 Rivers Equipment
- B. Solicit additional quotes
- C. Put off purchase and continue maintenance on existing gator.

**STAFF RECOMMENDATIONS**

Staff recommends purchase of the John Deere Gator from 4 Rivers Equipment for an amount not to exceed \$20,941.86.

- Attachments:**
- a. Purchase Quote - 4 Rivers
  - b. John Deere Gator Brochure

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



JOHN DEERE

*new Quote  
2023*



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

4 Rivers Equipment  
240 5th Street  
Greeley, CO 80631  
970-356-3666  
cogreeley@4riversequipment.com

**Quote Summary**

**Prepared For:**

City Of Fort Lupton  
CO

**Delivering Dealer:**

**4 Rivers Equipment**

Cindy Nelson

240 5th Street

Greeley, CO 80631

Phone: 970-356-3666

clnelson@4riversequipment.com

**Quote ID:** 28307100

**Created On:** 01 March 2023

**Last Modified On:** 01 March 2023

**Expiration Date:** 31 March 2023

**Equipment Summary**

**Selling Price**

**Qty**

**Extended**

JOHN DEERE GATOR™ XUV835M

\$ 20,941.86 X

1 =

\$ 20,941.86

(Model Year 2023)

**Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

**Price Effective Date:** February 28, 2023

**Equipment Total**

**\$ 20,941.86**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total

\$ 20,941.86

*WARRANTY*

*1 year / 1,000 hrs*

*est Delivery July 2023*

Trade In

SubTotal

**\$ 20,941.86**

Est. Service

\$ 0.00

Agreement Tax

Total

\$ 20,941.86

Down Payment

(0.00)

Rental Applied

(0.00)

**Balance Due**

**\$ 20,941.86**

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

Confidential





JOHN DEERE

# Selling Equipment



Quote Id: 28307100

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:

4 Rivers Equipment  
240 5th Street  
Greeley, CO 80631  
970-356-3666  
cogreeley@4riversequipment.com

## JOHN DEERE GATOR™ XUV835M (Model Year 2023)

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC  
(PG NB CG 70)

Selling Price \*  
\$ 20,941.86

Price Effective Date: February 28, 2023

\* Price per item - includes Fees and Non-contract items

| Code                               | Description                                                                    | Qty | List Price          | Discount% | Discount Amount    | Contract Price      | Extended Contract Price |
|------------------------------------|--------------------------------------------------------------------------------|-----|---------------------|-----------|--------------------|---------------------|-------------------------|
| 57K7M                              | GATOR™ XUV835M (Model Year 2023)                                               | 1   | \$ 19,749.00        | 14.00     | \$ 2,764.86        | \$ 16,984.14        | \$ 16,984.14            |
| <b>Standard Options - Per Unit</b> |                                                                                |     |                     |           |                    |                     |                         |
| 001A                               | US/Canada                                                                      | 1   | \$ 0.00             | 14.00     | \$ 0.00            | \$ 0.00             | \$ 0.00                 |
| 0505                               | Build To Order                                                                 | 1   | \$ 0.00             | 14.00     | \$ 0.00            | \$ 0.00             | \$ 0.00                 |
| 1008                               | 27" Maxxis Bighorn 2.0 extreme terrain radial tires on 14" Yellow Alloy Wheels | 1   | \$ 460.00           | 14.00     | \$ 64.40           | \$ 395.60           | \$ 395.60               |
| 2031                               | Split Bench Seat - Black Vinyl                                                 | 1   | \$ 0.00             | 14.00     | \$ 0.00            | \$ 0.00             | \$ 0.00                 |
| 2350                               | Park Position in Transmission                                                  | 1   | \$ 0.00             | 14.00     | \$ 0.00            | \$ 0.00             | \$ 0.00                 |
| 2500                               | Green and Yellow                                                               | 1   | \$ 0.00             | 14.00     | \$ 0.00            | \$ 0.00             | \$ 0.00                 |
| 3003                               | Cargo Box with Spray In Liner, Brake, and Tail Lights                          | 1   | \$ 0.00             | 14.00     | \$ 0.00            | \$ 0.00             | \$ 0.00                 |
| 3101                               | Cargo Box Power Lift                                                           | 1   | \$ 1,073.00         | 14.00     | \$ 150.22          | \$ 922.78           | \$ 922.78               |
| 4001                               | Half Door - Green & Yellow                                                     | 1   | \$ 798.00           | 14.00     | \$ 111.72          | \$ 686.28           | \$ 686.28               |
| 4061                               | Black Roof, Windshield, and Rear Panel                                         | 1   | \$ 2,271.00         | 14.00     | \$ 317.94          | \$ 1,953.06         | \$ 1,953.06             |
| 5010                               | Less Protection Package                                                        | 1   | \$ 0.00             | 14.00     | \$ 0.00            | \$ 0.00             | \$ 0.00                 |
| 6349                               | Less Winch                                                                     | 1   | \$ 0.00             | 14.00     | \$ 0.00            | \$ 0.00             | \$ 0.00                 |
| <b>Standard Options Total</b>      |                                                                                |     | <b>\$ 4,602.00</b>  |           | <b>\$ 644.28</b>   | <b>\$ 3,957.72</b>  | <b>\$ 3,957.72</b>      |
| <b>Value Added Services Total</b>  |                                                                                |     | <b>\$ 0.00</b>      |           |                    | <b>\$ 0.00</b>      | <b>\$ 0.00</b>          |
| <b>Total Selling Price</b>         |                                                                                |     | <b>\$ 24,351.00</b> |           | <b>\$ 3,409.14</b> | <b>\$ 20,941.86</b> | <b>\$ 20,941.86</b>     |

Confidential





**JOHN DEERE**

**Customer:**

**Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.**

**A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.**

Vendor: Deere & Company

- ☐ 2000 John Deere Run  
Cary, NC 27513

- ☐ Signature on all LOIs and POs with a  
signature line

- ☐ Contract name or number; or JD Quote ID

- ☐ Sold to street address (no PO box)

- ☐ Ship to street address (no PO box)

- ☐ Bill to contact name and phone number

- ☐ Bill to address

- ☐ Bill to email address (required to send the invoice and/or to obtain the tax  
exemption certificate)

- ☐ Membership number if required by the contract

**For any questions, please contact:**

**Cindy Nelson**

4 Rivers Equipment  
240 5th Street  
Greeley, CO 80631

Tel: 970-356-3666

Fax: 970-356-2119

Email: [clnelson@4riversequipment.com](mailto:clnelson@4riversequipment.com)

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



# GATOR™ FULL-SIZE XUV SERIES

Crossover Utility Vehicles



JOHN DEERE



RUN WITH US



# Meet the powerful beasts—with creature comforts to spare

Brute power comes standard with our Full-Size Gator™ Crossover Utility Vehicles. The three-seater is built for serious payloads and incredible pull. The gas or diesel engines bring strength and performance when it counts. So carrying a full day's load, towing, or working any attachment is second nature to this predator.



## SEATS 3, PLEASES ALL

Stretch out in this Gator XUV's roomy, comfortable cab and still bring an impressive towing capacity and payload capacity to your workday. Both the M- and R-trim vehicles feature wiring harnesses configured for easily adding attachments like lights and backup alarms. Take your pick:

- **M-Trim Models**—step up to power steering with a smooth, automotive-like driving experience whether you're loaded down in the field or on the trail. Standard spray-in bedliner, brake and taillights complete the heavy-duty cargo box. Available in open station or with an optional cab that features HVAC.
- **R-Trim Models**—enjoy creature comforts year round with the Premium R Cab. Our quietest cab yet includes standard cargo box power lift, a headliner, cloth seats, post covers, rear panel, sun visors, dome light, rearview mirror, and LED headlights.



### Engine

54-hp (40.3 kW) gas-powered with three cylinders, 12 valves and Dual Overhead Cams (DOHC) deliver the power and torque to get the job done. Electronic Fuel Injection (EFI) self-corrects for altitude from base camp all the way to the summit.



### Automotive Style Braking

Massive twin piston hydraulic disc brakes bring you to a complete stop. The single piston rear brakes help you stay in control.



### Cargo Box Power Lift

Effortlessly raise and lower the cargo box, from the comfort of your seat, with a flip of a switch. Standard on all R-Trim Models and optional on others.





#### CARGO BOX MEETS OUT-OF-THE-BOX DESIGN

Deluxe cargo box can be easily configured to carry practically any load, even cumbersome ones. A host of standard load management tools ensures this beast is designed to work.

- Standard rear taillights, brake lights and spray-in bedliner (M-and R-Trim Models)
- 14 tie-down points
- Tie-down bars on each side of box
- Tailgate can be opened with one hand
- Flatbed mode conversion for oversized, awkward cargo, because not everything fits in a box.
- Cargo box power lift lets you empty a load from your seat, standard on all R-Trim Models



#### Cold Weather Starting

No matter the temperature outside, the XUV835 is ready. It has been tested to quickly start in -20 degree Fahrenheit (-28.9 degrees Celsius) temperatures—proving it's part gator, part abominable snowman.



**Independent double-wishbone suspension**  
Impressive front and rear suspension travel, 8-in. (20.32 cm) front and 9-in. (22.86 cm) rear, makes traversing over rocks, stumps and streams feel like a day at the golf course.

**High-strength steel A-arms**  
These heavy-duty units provide balance, strength and weight, for true-durability on rugged terrain.

**High ground clearance**  
11.2-inches (28.4 cm) of ground clearance prevents the Full-Size XUV from getting high centered even on extremely uneven terrain.



## Greater Gator UV.

From now on, when you think Gator™ UV, think comfort. Because our roomy, 3-passenger factory installed cab is loaded with enhancements that'll make you love going to work. From side mirrors for superior visibility to cargo box power lift, so you can empty your load without leaving your seat, the Gator UV re-defines comfort. And since you use your Gator UV year round, heat and air-conditioning is standard, too. Enjoy the extras without the upcharge.



Upgrade to an R-trim with our quietest cab and you'll enjoy cloth seats, headliner, post and rear panel covers, rearview mirror, sport steering wheel, sunshades and LED headlights. No more negotiating with Mother Nature, you can handle whatever she has in store for you.



### Power Steering

Standard on the M- and R-trim models, power steering provides effortless automotive-like handling and outstanding durability on the most rugged terrain. Add to that, our smoothest-shifting Gator UV yet and you have unbridled performance and handling.



### Easy-to-Read Dash Panel

Colorful and a breeze to read, vehicle indicator lights let you see everything from speed and RPMs to gear position. There's even a service interval indicator to keep you up-to-date on maintenance.



### Shift Control Lever

With an integrated park position, there's no more releasing a separate park brake. And talk about precision shifting, this is our smoothest shifting Gator UV yet.





#### Instant 4WD engagement and electronic differential lock

Enjoy instant 4WD traction with the flip of a switch, and when the going really gets tough, flipping the switch to lock the rear differential is just as easy.



#### Cargo Box Power Lift

Empty your load with the flip of a switch, the Gator XUV does the heavy-lifting for you. When the load is empty flip switch again to put down the cargo box.



#### 16 gallons (over 60 l) of storage

Glove box is perfect for sunglasses and work gloves. Under-seat storage can be loaded up with a small toolbox, lunch and even extra cargo straps.



## 4WD meets room for 4.

Engineered with people and performance in mind, these are the most comfortable, smoothest operating 4-passenger Gator XUVs ever. Every inch and element have been crafted to work hard on your behalf, day after day, job after job. Both models deliver impressive handling and maneuverability, in the field or on the hunt.

But let's talk engine power. The XUV825M S4 has a 52-hp (38.8kW) gas engine, so hauling anything—people or cargo—is a snap. For those who prefer diesel, the XUV855M S4 is a powerful performer, too, with a \*22.8-hp (17.0 kW) diesel engine.

Their cargo box includes 14 plus tie-downs, and the tailgate will remind you of your pickup. So managing and dumping a load is just as easy as carrying one.

That's the beast side. Now here's the beauty. These crossovers are flat-out fun to drive. More motorsport than moving van, we've loaded each down with enhancements to help take the work out of your workday. A fully independent suspension means a super smooth ride throughout.

Say hello to your XUV MVP.



### Engine

Powerful gas-powered engine starts when you do, no matter the season. Cold weather? No problem, engines are tested to start in temperatures as low as -20 degree Fahrenheit (-28.9 Celsius).



### Easy-to-Read Dash Panel

Colorful and a breeze to read. Indicator lights let you see everything from speed and RPMs to gear position. There's even a service interval indicator to keep you up-to-date on maintenance.



### Instant 4WD engagement and electronic differential lock

Enjoy instant traction with the flip of a switch. Electronic differential lock button gives you a more automotive feel for instant engagement at your fingertips.





#### Cargo box lights and liner

Let everyone see where you are in dark and early dusk with rear brake and taillights. Standard spray-in cargo box liner keeps your hardworking cargo box looking new..



#### Extra Cargo Space with Folding Rear Seat

We don't sacrifice storage capacity to carry more passengers. Flip up the rear seat bottom, there's plenty of storage underneath. Not hauling anyone? Fold down rear seat back and carry extra cargo.



#### More People. More Gear. No Problem.

Keep gear secure and make loading easier. Tie down bars on the cargo box sides work well with the 14 different tie-down points. Remove the cargo box sides and convert to flatbed mode.



## OPTIONS AND ATTACHMENTS



### FACTORY OPTIONS



#### Green & Yellow

Included in the base price on all Full-Size XUV models.



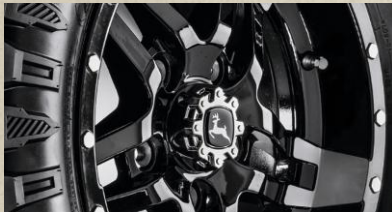
#### Olive & Black

Available as an option on M and R Trim Full-Size XUV Models..



#### TrueTimber® Kanati®

Available as an option on M and R Trim Full-Size XUV Models..



#### Alloy Wheels

Customize your Gator™ UV with these sharp-looking 14-in. (35.5-cm) wheels. Black Alloy Wheels go perfect with the Olive & Black or the TrueTimber® Kanati® machine color choices.



#### Yellow Alloy Wheel

Trick out your ride and compliment the Green and Yellow machine color choice with optional yellow 14-in (35.5 cm) alloy wheels.



#### Premium Protection Package

Upgrade your 3-passenger XUV with 360-degree protection. Front Brush Guard and Extensions, Rear Bumper, Rear Fender Guards and Rear Fender Flares. Help keep your vehicle looking like the day you brought it home



#### Maxxis Bighorn 2.0 extreme terrain radial tires

Take on extreme terrain and laugh in the face of Mother Nature's toughest trails. Front: 27X9-R14, Rear: 27X11-R14



#### Predator Heavy-Duty all-terrain radial tires

These heavy-duty all-terrain radials are specifically designed to a longer life on hard surfaces and intermediate off-road usage. Front: 27X9-R14, Rear: 27X11-R14



#### Warn® Winch

The 3,500-lb (1587 kg) and 4,500-lb (2041 kg) winches pull their own weight and then some. Easily mount with the Winch Mount Kit and add a wireless remote control for additional convenience.





### \*AUTOTRAC™ READY OPTION

Give your tractor a rest. With the AutoTrac-Ready Option, you can use your Full-Size Gator™ XUV to create more accurate boundaries, set up A-B lines, flag obstacles, and more. Wiring and plug-ins are factory integrated to easily add a StarFire™ Receiver, a Gen 4 Display, and a 4G MTG (modem).

*\*Available on 3 passenger Full-Size UV's with cab.*

## FIELD ATTACHMENTS/ACCESSORIES



### Brush Guard

Protect your front end from whatever comes your way and keep your vehicle looking sharp with a front brush guard. Need access to the hood? No worries, this brush guard pivots forward with a quick pull of pins.



### Windshield

Keep dirt and bugs off of your face with an optional windshield. Standard wiper blade and windshield washer ensures that you always have a clean, clear view to your path.



### Drawbar

Add increased towing capability to your Full-Size XUV with a Drawbar and optional Ball Mount. Makes trailering quick and easy.



### Turn Signals

Don't let busy worksites create chaos, signal where you're going with turn signals. These front and rear signals are controlled by backlit switches on the dash. A separate hazard switch alerts others when you are stopped.



### Radio

Crank it up. All heavy-duty AM/FM radios include: AM/FM antenna, weatherband and an auxiliary input. Other units also include Bluetooth® wireless technology and SiriusXM® satellite radio.



### LED Work Lights

Shed some light on your work. LED lights feature a flood beam pattern and 1200 lumens per light. They easily mount on a brush guard or the front/rear of a cab. Kit includes 2 lights.



### Side Tool Rack

Keep your long-handled tools within arm's length, organized and ready-to-go. Easily and securely carry trimmers, shovels and rakes. Holders are adjustable to carry a wide array of items on the rack.



### Front Hood Rack

Easily haul more gear with this convenient 49-in. (124.5-cm) long x 14.25-in. (36-cm) wide x 4.25-in. (11-cm) deep-sized rack. The 100-lb (45.4 kg) payload capacity rack mounts to a brush guard.



### Toolboxes

Side- and Top-Opening Toolboxes keep your tools organized and dry. Sealed doors also feature a lockable latch for extra security.



Specifications

ENGINE

|                |                                                               |                                                               |
|----------------|---------------------------------------------------------------|---------------------------------------------------------------|
| Type           | 4-cycle gas, electronic fuel injection (EFI) / 4-cycle diesel | 4-cycle gas, electronic fuel injection (EFI) / 4-cycle diesel |
| Displacement   | 812 cc / 854 cc                                               | 812 cc / 854 cc                                               |
| Power          | 38.8 kW 52 hp / 17.0 kW 22.8 hp                               | 40.3 kW 54 hp / 17.0 kW 22.8 hp                               |
| Cooling system | Liquid                                                        | Liquid                                                        |

DRIVETRAIN

|                  |                                                                                           |                                                                                           |
|------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Transmission     | Continuously Variable Transmission (CVT) with clutch enclosure                            | Continuously Variable Transmission (CVT) with clutch enclosure                            |
| Final drive      | Park, high, low, neutral, reverse transaxle                                               | Park, high, low, neutral, reverse transaxle                                               |
| Four wheel drive | Dash switch actuated four-wheel drive system                                              | Dash switch actuated four-wheel drive system                                              |
| Traction assist  | Limited slip front differential, Positive locking, switch actuated rear differential lock | Limited slip front differential, Positive locking, switch actuated rear differential lock |
| Descent control  | Yes                                                                                       | Yes                                                                                       |

SUSPENSION

|       |                                                                                           |                                                                                           |
|-------|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Front | Fully independent dual A-arm with adjustable coils; 203 mm (8 in.) of travel              | Fully independent dual A-arm with adjustable coils; 203 mm (8 in.) of travel              |
| Rear  | Fully independent dual A-arm with adjustable coils and sway bar; 229 mm (9 in.) of travel | Fully independent dual A-arm with adjustable coils and sway bar; 229 mm (9 in.) of travel |

BRAKES

|            |                                                           |                                                           |
|------------|-----------------------------------------------------------|-----------------------------------------------------------|
| Type       | Front/rear hydraulic disc with twin piston front calipers | Front/rear hydraulic disc with twin piston front calipers |
| Park brake | Park in-transmission                                      | Park in-transmission                                      |

TIRES / WHEELS

|       |                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                     |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Front | 27x9-R14 Maxxis® Bighorn® 2.0 extreme terrain radials on steel or alloy wheels<br>27x9-R14 Predator Heavy-Duty all-terrain radials on steel or alloy wheels   | 25x9-12 Terra Hawk all-terrain on steel wheels<br>27x9-R14 Maxxis® Bighorn® 2.0 extreme terrain radials on steel or alloy wheels<br>27x9-R14 Predator Heavy-Duty all-terrain radials on steel or alloy wheels<br>Steel wheels not available on Signature Edition                                                                                                                    |
| Rear  | 27x11-R14 Maxxis® Bighorn® 2.0 extreme terrain radials on steel or alloy wheels<br>27x11-R14 Predator Heavy-Duty all-terrain radials on steel or alloy wheels | 25x11-12 Terra Hawk all-terrain on steel wheels. Only available on E-trim<br>27x11-R14 Maxxis® Bighorn® 2.0 extreme terrain radials on steel or alloy wheels. Alloy wheels not available on E-trim<br>27x11-R14 Predator Heavy-Duty all-terrain radials on steel or alloy wheels. Alloy wheels not available on E-trim<br>Steel wheels not available on R-spec or Signature Edition |

DIMENSIONS / CAPACITIES

|                               |                                                        |                                                                                                                                                                                                                                                                                                                              |
|-------------------------------|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Wheelbase                     | 2896 mm 114 in.                                        | 2146 mm 84.5 in.                                                                                                                                                                                                                                                                                                             |
| Weight (with fuel and fluids) | XUV825M S4 953 kg 2101 lb<br>XUV855M S4 957 kg 2109 lb | XUV835E 861 kg 1898 lb<br>XUV835M Open Station 868 kg 1913 lb<br>XUV835M HVAC Cab 1022 kg 2253 lb<br>XUV865M Open Station 877 kg 1932 lb<br>XUV865M HVAC Cab 1035 kg 2281 lb<br>XUV835R 1050 kg 2316 lb<br>XUV865R 1058 kg 2332 lb<br>XUV835R Signature Edition 1138 kg 2509 lb<br>XUV865R Signature Edition 1150 kg 2535 lb |
| Length                        | 3911 mm 154 in.                                        | 3228 mm 127 in.<br>Signature Edition: 3356 mm 132 in.                                                                                                                                                                                                                                                                        |
| Width                         | 1574 mm 62 in.                                         | 1618 mm 63.7 in.<br>With doors: 1763 mm 69.4 in.                                                                                                                                                                                                                                                                             |
| Height                        | 1903 mm 75 in.                                         | 1981 mm 78 in.<br>With roof: 1987 mm 78 in.<br>Signature Edition with(without) antenna: 2215 mm 87.2 in. (2038 mm 80.2 in.)                                                                                                                                                                                                  |
| Tread centers                 | 1305 mm 51.4 in.                                       | Front: 1341 mm 52.8 in.<br>Rear: 1259 mm 49.6 in.                                                                                                                                                                                                                                                                            |
| Ground clearance              | 280 mm 11.0 in.                                        | 284 mm 11.2 in.                                                                                                                                                                                                                                                                                                              |
| Fuel capacity                 | 27.6 L 7.3 U.S. gal.                                   | 42.4 L 11.2 U.S. gal.                                                                                                                                                                                                                                                                                                        |
| Cargo box dimensions          | 1143 x 305 x 1320 mm 45 x 12 x 52 in.                  | 1143 x 305 x 1320 mm 45 x 12 x 52 in.                                                                                                                                                                                                                                                                                        |
| Cargo box capacity (weight)   | 454 kg 1000 lb                                         | 454 kg 1000 lb                                                                                                                                                                                                                                                                                                               |
| Payload capacity              | XUV825M S4 592 kg 1305 lb<br>XUV855M S4 588 kg 1297 lb | XUV835E 684 kg 1508 lb<br>XUV835M Open Station 677 kg 1493 lb<br>XUV835M HVAC Cab 523 kg 1153 lb<br>XUV865M Open Station 668 kg 1474 lb<br>XUV865M HVAC Cab 510 kg 1125 lb<br>XUV835R 495 kg 1090 lb<br>XUV865R 487 kg 1074 lb<br>XUV835R Signature Edition 407 kg 897 lb<br>XUV865R Signature Edition 395 kg 871 lb         |
| Towing capacity               | 680 kg 1500 lb                                         | Low gear: 1814 kg 4000 lb; High gear: 907 kg 2000 lb                                                                                                                                                                                                                                                                         |
| Hitch                         | Standard receiver: 5.1 cm 2 in.                        | Standard receiver: 5.1 cm 2 in.                                                                                                                                                                                                                                                                                              |

FEATURES

|                                   |                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                        |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Color                             | Green and yellow, TrueTimber® KANATI® camo, olive and black                                                                                                                                              | E, M, and R Trim: Green and yellow, TrueTimber® KANATI®, olive and black<br>Signature Edition: Green and yellow                                                                                                                                                                                        |
| Battery / Alternator / Power port | Battery: 12 V 480 CCA<br>Alternator: 85 amp / 55 amp<br>DC outlet: 12 V                                                                                                                                  | Battery: 12 V 480 CCA<br>Alternator: 85 amp / 55 amp (85 amp on HVAC vehicles)<br>DC outlet: 12 V                                                                                                                                                                                                      |
| Instrumentation                   | Digital display (gear position, system diagnostic light, speed, rpm, 4WD indicator, rear differential indicator, fuel level, coolant temperature, hour meter, miles, and service interval warning light) | Digital display (gear position, system diagnostic light, speed, rpm, 4WD indicator, rear differential indicator, fuel level, coolant temperature, hour meter, miles, and service interval warning light)                                                                                               |
| Storage                           | Front console tray with two cup holders<br>Rear console tray with two cup holders<br>Glovebox: 7.6 L 2.0 gal.<br>Under rear seat: 29.8 L 7.9 gal.<br>Under hood: 5.8 L 1.5 gal.                          | Four cup holders (six on cab vehicles)<br>Center tray<br>Dash bins (except Signature Edition)<br>Storage pocket: 1.4 L 0.4 gal.<br>Glove box: 3.8 L 1.0 gal.<br>Under seat: 55.3 L 14.6 gal. (36.4 L 9.6 gal. on Signature Edition)<br>Optional under hood: 30.0 L 7.9 gal. (not compatible with HVAC) |
| Seating                           | Front and rear bench (four-passenger)                                                                                                                                                                    | E and M Trim: Vinyl 40/60 split three-passenger bench, Two sport high-back bucket seats<br>R Trim: Cloth 40/60 split three-passenger bench<br>Signature Edition: Genuine Leather 40/60 split three-passenger bench                                                                                     |

ADDITIONAL INFORMATION

|                        |      |      |
|------------------------|------|------|
| Country of Manufacture | U.S. | U.S. |
|------------------------|------|------|

## E, M, R

### Trim Level Differences



XUV835E



XUV835M/XUV865M



XUV825M S4/XUV855M S4



XUV835R/XUV865R



XUV835R/XUV865R  
Signature Edition

#### CAB AND OPS EQUIPMENT

|                                                    |          |          |          |          |          |
|----------------------------------------------------|----------|----------|----------|----------|----------|
| Power steering                                     |          | Standard | Standard | Standard | Standard |
| Sport steering wheel                               |          |          |          | Standard | Standard |
| Roof                                               | Optional | Optional | Optional | Standard | Standard |
| Windshield with wiper and washer                   | Optional | Optional | Optional | Standard | Standard |
| Rear glass panel                                   | Optional | Optional | Optional | Standard |          |
| Rear glass panel with sliding window               |          |          |          |          | Standard |
| Half doors                                         | Optional | Optional | Optional |          |          |
| Full cab doors                                     | Optional | Optional | Optional | Standard | Standard |
| Heater                                             | Optional | Optional | Optional | Standard | Standard |
| Air conditioning                                   |          | Optional |          | Standard | Standard |
| Seven-speaker infotainment system                  |          |          |          |          | Standard |
| Rear-facing camera                                 |          |          |          |          | Standard |
| Leather wrapped grab handle                        |          |          |          |          | Standard |
| Stone cab interior                                 |          |          |          | Standard | Standard |
| Headliner, rear panel, post covers, and sun visors | Optional | Optional |          | Standard | Standard |
| Exterior side mirrors                              | Optional | Optional | Optional | Standard | Standard |
| Interior rearview mirror                           | Optional | Optional | Optional | Standard | Standard |
| Cab dome light                                     |          |          |          | Standard | Standard |

#### SEAT MATERIAL

|                 |          |          |          |          |          |
|-----------------|----------|----------|----------|----------|----------|
| Vinyl           | Standard | Standard | Standard | Optional |          |
| Cloth           |          |          |          | Standard |          |
| Genuine leather |          |          |          |          | Standard |

#### LIGHTING AND ELECTRICAL

|                                              |          |          |          |          |          |
|----------------------------------------------|----------|----------|----------|----------|----------|
| LED headlights                               | Optional | Optional | Optional | Standard | Standard |
| Front roof-mounted LED driving lights        | Optional | Optional | Optional | Optional | Standard |
| Spray-in liner, brake lights, and taillights | Optional | Standard | Standard | Standard | Standard |
| Cargo box power lift                         | Optional | Optional | Optional | Standard | Standard |

#### PROTECTION

|                        |          |          |          |          |          |
|------------------------|----------|----------|----------|----------|----------|
| Bumper Pro Brush Guard |          |          |          |          | Standard |
| Rear fender guards     | Optional | Optional | Optional | Optional | Standard |
| Rear fender flares     | Optional | Optional |          | Optional | Standard |
| Rear bumper            | Optional | Optional | Optional | Optional | Standard |

#### Infotainment Center

Enjoy smartphone connectivity, rear-facing camera and 7-well placed speakers with a sound system that's professionally tuned by Harman.

#### Leather Seats

Buttery smooth genuine leather seats are easy-to-clean. Embroidered logo is the Signature standard.

#### Rear Sliding Window

Quickly reach into the cargo bed or open to enjoy cross ventilation. Slide window to open partially or fully.

#### Bumper Pro Brush Guard

Heavy-duty brush guard with rubber bumpers means you can easily push gates without fear of damage.



**XUV835R Signature Edition Gas / XUV865R Signature Edition Diesel**





†The engine horsepower and torque information are provided by the engine manufacturer. Actual operating horsepower and torque will be less.

\*\*Features, specs and attachments subject to change without notice. Before operating or riding, always refer to the safety and operating information on the vehicle, and in the Operator's Manual. Actual vehicle top speed may vary based on belt wear, tire selection, vehicle weight, fuel condition, terrain and other environmental factors. Travel responsibly on designated roads, trails or areas, respect the rights of others, and avoid sensitive areas such as meadows, lakeshores, wetlands and streams.

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2875829 (22-06)

[www.JohnDeere.com/Gator](http://www.JohnDeere.com/Gator)

[www.JohnDeere.ca/Gator](http://www.JohnDeere.ca/Gator)



**JOHN DEERE**





**SUBJECT FOR DISCUSSION**

Approving the Agreement to Retain Stifel as the Underwriter for the Issuance of Certificates of Participation (COPs)

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

Stifel will prepare and coordinate all aspects of the sale of the COPs. When COPs are sold, Stifel's compensation is \$8.00 per \$1,000 of COPs sold. If Stifel acts as a placement agent, the fee is \$8.00 per \$1,000 of COPs sold.

**FINANCIAL CONSIDERATIONS**

The amount will be deducted from the proceeds of the sale of the COPs and will be part of the debt repayment schedule. Annual debt payment will be budgeted in the general fund every year for the life of the debt.

**LEGAL/POLITICAL CONSIDERATIONS**

The City Attorney has reviewed and approved the agreement. The City Attorney and retained bond counsel have reviewed and approved the use of COPs in this matter for compliance with applicable laws.

**ALTERNATIVES/OPTIONS**

1. Retain an alternative underwriter
2. Do not sell COPs

**STAFF RECOMMENDATIONS**

Approve underwriter/placement agent agreement with Stifel

**Attachments:** a. Agreement

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

## UNDERWRITER/PLACEMENT AGENT ENGAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and among the City of Fort Lupton, Colorado (the "Issuer") and Stifel, Nicolaus & Company, Incorporated, ("Stifel"), with reference to the following facts:

### RECITALS

WHEREAS, the Issuer plans to issue Certificates of Participation, Series 2023 (the "COPs") to finance a refunding of the Issuer's Golf Warrants, Series 1996 (the "Project"); and

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

WHEREAS, Stifel 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 or placement agent, subject to the conditions set forth herein;

WHEREAS, if this engagement takes the form of a placement, at the closing of the placement, the Obligor will be asked to sign a Placement Agent Agreement, providing for more detailed terms of this engagement as well as representations and warranties;

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 Stifel to perform various services related to the issuance of the COPs, 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, Stifel may provide the following services and perform the following functions with respect to the COPs:

#### **A. Structuring the Financing**

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

## **B. Marketing the Securities**

1. Stifel will provide information and material as needed to support presentations for rating agencies and/or bond/certificate insurance companies; if requested;
2. Stifel will coordinate printing and distribution of the preliminary and final official statements, if any;
3. Together with the Issuer and other appropriate parties, Stifel will provide market information on the timing of the sale of the COPs in relation to the market conditions and financing needs;
4. Stifel will arrange for distribution of the final official statements, if any, in accordance with Section 240.15c2-12 of Title 17 of the Code of Federal Regulations; and
5. Stifel will serve as sole managing underwriter or placement agent of the COPs, which obligation is conditioned upon the execution of a mutually satisfactory certificate purchase agreement, placement agent, and other customary documentation, and coordinate with all parties so as to consummate the sale and delivery of the COPs in a timely manner.

### ***Regulatory Disclosure***

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 or placement agent 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 COPs issuance, are services that are also commonly provided by financial advisory firms.

However, in providing such services for the COPs, the parties understand and agree that Stifel is serving as an underwriter or placement agent for this transaction and is permitted to give advice and recommendations under the "underwriter exclusion" provision of the Rule. The 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 or Placement Agent***

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

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 COPs 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 potential<sup>2</sup> material conflicts of interest.

---

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

<sup>2</sup> 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.



## 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 COPs are not required under MSRB Rule G-17.

## 3. **Standard Disclosures**

- **Disclosures Concerning the Underwriter’s or Placement Agent’s Role:**
  - MSRB Rule G-17 requires an underwriter and a placement agent to deal fairly at all times with both issuers and investors.
  - The underwriter’s primary role is to purchase the COPs with a view to distribution in an arm’s-length commercial transaction with the Issuer. The placement agent’s primary role in the transaction is to facilitate the sale and purchase of the securities between the issuer and one or more investors for which the placement agent will receive compensation in an arm’s-length commercial transaction with the issuer. The underwriter has financial and other interests that differ from those of the Issuer.
  - Unlike a municipal advisor, an underwriter or a placement agent 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 the transaction.
  - The underwriter has 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 placement agent has a duty to use its commercially reasonable efforts to arrange the purchase of securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to arrange the sale of securities to investors at prices that are fair and reasonable.
  - The underwriter or the placement agent 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.<sup>3</sup>
- **Disclosures Concerning the Underwriter’s or Placement Agent’s Compensation:**
  - The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the certificate purchase agreement to be negotiated and entered into in connection with the issuance of the COPs. The placement agent will be compensated by a fee agreed upon with the Issuer in connection

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<sup>3</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter or placement agent is solely for purposes of satisfying the underwriter’s or placement agent’s 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.

with the private placement of the Issue. Payment or receipt of the underwriting/placement agent 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 COPs. 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.

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.

### ***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 certificate purchase agreement or placement agent 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.

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 COPs, if any. 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 or placement agent 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 COPs proceeds, will pay Stifel'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 COPs 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 trustee and registrar.

### ***Compensation***

Stifel agrees to prepare and coordinate all aspects of the sale of the COPs. Stifel will be paid only when the COPs are sold. The fee for Stifel's preparation and coordination of the sale of the COPs shall be \$8.00 per \$1,000.00 of COPs sold, if Stifel serves as the underwriter in a public offering. If Stifel serves as a placement agent, its fee shall be \$8.00 per \$1,000.00 of COPs sold. The underwriting fee/placement agent fee is contingent on a successful sale of the COPs and is payable from the proceeds of the COPs.

### ***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 Stifel, or Stifel 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 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 Stifel agree to first submit any disagreements to mediation. This mediation requirement is intended to reduce the costs of dispute resolution for both parties.

### ***Subcontractors***

Stifel 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 Stifel from carrying on its customary and usual business activities. Stifel specifically reserves the right, but is not obligated, to bid for and maintain secondary markets on any Issuer outstanding bonds/certificates subject to appropriate information barriers. Services provided by Stifel in connection with this Agreement shall not limit Stifel 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 Stifel will render professional services as an independent contractor. Neither Stifel nor any of its agents or employees shall be deemed an employee of the Issuer for any purpose.

Stifel 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.

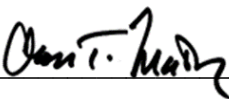


This Agreement constitutes the entire agreement between the parties relating to the subject matter thereof and supersedes any prior understandings or representations. The Agreement may be amended or modified only by a writing signed by both parties. It is solely for the benefit of the Issuer and Stifel, 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: 

Name: Alan Matlosz

Title: Managing Director

Date: March 23, 2023

#### ACCEPTANCE

**City of Fort Lupton, Colorado**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



City Council Meeting  
Date: April 4, 2023  
Staff: Chris Cross,  
City Administrator

AM 2023-064  
Public Hearing ☐

### SUBJECT FOR DISCUSSION

Approving an Addendum to the Service Agreement dated November 1, 2022 by and between Ausmus Law Firm, P.C. and The City of Fort Lupton to Amend Paragraph 4 of the Municipal Services Agreement to a Flat Fee of \$6500.00 per month for legal services performed as City Attorney.

### SUMMARY STATEMENT/BACKGROUND DISCUSSION

The original agreement stated City Attorney shall be compensated at the rate of \$135.00 per hour for any legal work performed as the City Attorney. This addendum changes the rate of pay to a flat fee of \$6500.00 per month. However, any non-CIRSA litigation shall be billed in addition to the flat fee at a rate of \$135.00 per hour.

All other provisions of the November 1, 2022 agreement for Municipal Services shall remain unchanged and in full force and effect.

### FINANCIAL CONSIDERATIONS

The General Fund's Legal Department has \$95,000 budgeted for City Attorney fees. There are additional amounts budgeted for unforeseen legal litigation expenditures. At \$6,500 per month the annual cost is \$78,000. The budget should be sufficient to cover the change with a small amount for additional litigation.

### LEGAL/POLITICAL CONSIDERATIONS

N/A

### ALTERNATIVES/OPTIONS

Do not approve the addendum

### STAFF RECOMMENDATIONS

Staff has no position

### Attachments:

- a. Addendum to Agreement for Municipal Services

### Certification of Council Approval:

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

### **ADDENDUM TO AGREEMENT FOR MUNICIPAL SERVICES**

This Addendum to Agreement for Municipal Services dated November 1, 2022, by and between Ausmus Law Firm, P.C. and the City of Fort Lupton, a municipal corporation of the State of Colorado (the "City"), is made this 4<sup>th</sup> day of April, 2023.

Paragraph 4 of the Agreement for Municipal Services is amended as follows:

*Ausmus Law Firm, P.C. shall submit a monthly invoice for a flat fee of \$6500 per month for legal services performed as City Attorney. Any non-CIRSA covered litigation shall be billed in addition to the flat fee referenced herein at the rate of \$135 per hour.*

*All other provisions of the November 1, 2022 Agreement for Municipal Services shall remain unchanged and in full force and effect.*

**IN WITNESS WHEREOF**, the City has caused this Addendum to Agreement for Municipal Services to be signed and executed on its behalf and the City Attorney/Prosecutor has signed and executed this Addendum to Agreement, both in duplicate, as of the day and year first above written.

**CITY OF FORT LUPTON**

**AUSMUS LAW FIRM, P.C.**

BY: \_\_\_\_\_

ZO HUBBARD, MAYOR

BY: \_\_\_\_\_

J. ANDREW AUSMUS, PRESIDENT

ATTEST:

BY: \_\_\_\_\_

MARICELA PEÑA, CITY CLERK





**SUBJECT FOR DISCUSSION**

Update on the Opioid Settlement to Include Five Additional Companies

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

On November 2, 2021 City Council approved AM 2021-181 to Participate in the Opioid Settlement with the State of Colorado. The Colorado Opioid Settlement Tracker (COST) has been set up and will be the program used to help organize the opt-in or opt-out process. The City is proceeding with the Opt-out of direct funding option. It will join the regions resource group to maximize funding potential and limit staff requirements for tracking of funds.

Colorado has reached settlements with Teva Pharmaceutical Industries Ltd. and Allergan Finance, LLC/Allergan Limited, as well as with Walmart Inc., CVS Health Corporation/CVS Pharmacy, Inc., and Walgreen Co.

In order for Colorado to maximize its share of the settlement proceeds, these opioid settlements (like prior opioid settlements) require that Colorado's Local Governments participate in the settlements by releasing their opioid-related legal claims against the settling Defendants. Fort Lupton cannot receive funds from any opioid settlement it does not join. Staff will process the documents to send to the regional group similar to the first round.

Importantly, the terms of the Colorado Opioid Memorandum of Understanding ("Colorado MOU"), which governs the distribution of opioid settlement funds in Colorado, will also apply to the recent opioid settlements. FORT LUPTON has already signed the Colorado MOU and does not need to re-sign it to participate in the recent opioid settlements.

**FINANCIAL CONSIDERATIONS**

This will have all reporting requirements for funding ran through the Regions group and not through the city finance department.

**LEGAL/POLITICAL CONSIDERATIONS**

The City Attorney has reviewed.

**ALTERNATIVES/OPTIONS**

The City could choose to opt-in to direct funding but would become responsible for tracking and audits of the funds.

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



**SUBJECT FOR DISCUSSION**

Accepting the Award of Contract to Farnsworth Group Inc. for Engineering Design of CR 12 Railroad Crossing for an Amount Not to Exceed \$96,985.00 from the Street Sales Tax Fund

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

Improvements to the Union Pacific Railroad crossing at CR 12 are required to maintain safe crossing with increasing traffic along CR 12.

Farnsworth Group responded to the City's On-Call Engineering Services request for qualifications and is the only firm with extensive railroad experience.

Proposal includes survey, subsurface utility survey, preliminary design (30%), final design, and construction contract documents.

**FINANCIAL CONSIDERATIONS**

The 2023 budget includes \$300,000 for CR 12 Railroad Crossing in the Street Sales Tax Fund.

**LEGAL/POLITICAL CONSIDERATIONS**

Not Applicable.

**ALTERNATIVES/OPTIONS**

- A. Approve the contract award to Farnsworth Group, Inc.
- B. Reject agreement and contract with another firm.
- C. Delay action on the contract to gather more information.

**STAFF RECOMMENDATIONS**

Staff recommends approving the award of the contract to Farnsworth Group, Inc. for Engineering design of CR 12 railroad crossing for an amount not to exceed \$96,985.00 from the Street Sales Tax Fund.

- Attachments:**
- a. Contract Agreement – Farnsworth Group, Inc.
  - b. Services Proposal (Exhibit A)

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



## City of Fort Lupton, Colorado

### Public Works Department

## Public Works Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton, Colorado** (hereinafter "City") and **Farnsworth Group, Inc.** (hereinafter "CONSULTANT").

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

1. **SCOPE OF SERVICES.** Consultant shall perform the services included in the scope of work set forth and incorporated herein as **Exhibit A**. Consultant confirms it possesses all necessary professional licenses and is in good standing with the State of Colorado. Further, Consultant states it possesses professional liability insurance.

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

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

4. **CONTRACT SUM.** The City shall pay to the Consultant for performance and completion of the work encompassed by this Agreement, and the Consultant will accept as full compensation therefore the sum of not to exceed **Ninety-Six Thousand, Nine Hundred Eighty Five Dollars \$ 96,985.00**, as set forth in the Work Breakdown Structure and Fee Schedule attached hereto as **Exhibit A**, and subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the work by the City, in its sole discretion, including completion by the Consultant of any review corrections as determined by the City.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Consultant in writing, that lawful appropriations to cover the costs of this additional work has been made and the change order is approved by the City in its sole discretion in writing. City shall have the right to make changes within the general scope of



Consultant's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and Consultant.

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

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

**8. COMPUTER PROGRAMS OR MODELS.** Any use, development, modification, or integration by Consultant of computer software modeling programs does not constitute ownership or a license to City to use or modify such computer software modeling programs.

**9. ELECTRONIC MEDIA AND DATA TRANSMISSIONS.**

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for City information and convenience only. Such media or transmissions are not to be considered part of Consultant's instruments of service. Consultant, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. Consultant shall not be liable for loss or damage directly or indirectly, arising out of City's use of electronic media or data transmissions.

**10. DOCUMENTS.** All documents prepared by Consultant pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by City or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by City or others without written verification, adaptation, and permission by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

In the event that Consultant is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, City represents that City either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Consultant will use professional judgement and analysis related to any documents produce by others for the City, for which Consultant shall rely on to perform and complete its services.

**11. POLLUTION.** In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of

claims imposed upon Consultant in performing such services, to the maximum extent allowed by law, City agrees to release, defend, indemnify and hold harmless Consultant and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of City and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by Consultant's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

**12. ON-SITE SERVICES.**

A. Project site visits by Consultant during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make Consultant responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the contract documents.

B. City shall disclose to Consultant the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by Consultant's employees or subcontractors. If any hazardous wastes not identified by City are discovered after a Project is undertaken, City and Consultant agree that the scope of services, schedule, and compensation may be adjusted accordingly. City agrees to release Consultant from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site

**13. TERMINATION.** Services may be terminated by City or Consultant by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, City shall pay Consultant all amounts due for all services properly rendered and accepted by the City.

**14. 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.

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

**16. OSHA REQUIREMENTS.** Consultant agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide for only

its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Consultant shall at all times comply with the applicable 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. Consultant acknowledges and agrees that with respect to the scope of work under this contract, it shall comply with all applicable obligations and assume all responsibilities for its actions regarding all OSHA rules and regulations.

**17. 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.

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

**19. 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, excluding the City's obligation to pay Consultant's compensation when due, 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.

**20. INDEMNIFICATION BY CONSULTANT.** Consultant shall defend (excluding claims due to professional services), and to the fullest extent permitted by law, indemnify and hold the City harmless from any losses or damages caused by negligent, activities of Consultant or its subconsultants in the performance of professional services under this



Agreement. Expenses, if any, shall include actual and reasonable out of pocket expenses, attorney fees. To the extent allowed by law, City will require all construction contractors to indemnify, defend, and hold harmless City and Consultant from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the City pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the City in the defense of those claims specifically caused by the Consultant's negligence.

## **21. STANDARD OF CARE.**

a. The standard of care for all services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, under this Agreement, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

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

## **22. LIABILITY INSURANCE**

### **1. Comprehensive General Liability**

a. The Consultant shall purchase and maintain a Comprehensive General Liability Insurance Policy and such other insurance that is appropriate for the work being performed and furnished and shall provide protection from claims set forth hereinbelow which may arise out of or result from the Consultant's performance and furnishing of the work and the Consultant's other obligations under the Contract Documents, whether performed or furnished by the Consultant, by any Subconsultant, by anyone directly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable:

- i.** Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- ii.** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultant's employees;
- iii.** Claims for damages because of bodily injury, sickness or disease, or the death of any person other than the Consultant's employees;

- iv. Claims for damages insured by personal injury liability coverage which are sustained:
  - a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Consultant; or
  - b) by any other person for any other reason;
- i. Claims for damages, other than to the Work itself, because of injury to or the destruction of tangible property wherever located, including the loss of use resulting therefrom;
- ii. Claims for damages because of bodily injury or the death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- (a) The insurance required shall include the specific coverages, and be written for not less than the limits of liability and coverages specified or required by Colorado Law, whichever is greater.
  - i. Workers' Compensation and related coverages:
    - a) State of Colorado                      Statutory
    - b) Applicable Federal                      Statutory
    - c) Employer's Liability                      \$ 100,000 each accident  
                                                      \$ 500,000 disease, policy limit  
                                                      \$ 100,000 disease, each employee
- (b) The Consultant's Comprehensive General Liability Insurance Policy shall include:
  - i. General Aggregate                      \$ 1,000,000
  - ii. Personal and Advertising Injury      \$ 500,000
  - iii. Each Occurrence (Bodily Injury and Property Damage)                      \$ 500,000
  - iv. Excess or Umbrella Liability Bodily Injury and Property Damage                      \$ 2,000,000
- 2. **Automobile Liability**  
 Combined Single Limit of              \$ 2,000,000
- 3. **Professional Liability**  
 Limits of Liability:
 

|           |              |
|-----------|--------------|
| Aggregate | \$ 4,000,000 |
| Per Claim | \$ 1,000,000 |
- 4. Consultant may achieve the required limits and coverage for Commercial General and Automobile Liability through a combination of primary and excess or umbrella liability coverage insurance.

**24. WAIVER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY.**

The parties hereby waive and forever forgive any claims or causes of action for any consequential damages, incidental damages, indirect damages, lost profits or benefit of the bargain damages. For the purposes of this Section, "consequential damages" means any loss or expense incurred by City or Consultant or other party which does not flow directly or immediately from an act or failure to act and includes any claim for collateral losses, increased expense or loss of customers, business, financing, revenue, rents, profit or opportunity. FURTHERMORE, THE PARTIES AGREE THAT EACH PARTY SHALL NOT BE RESPONSIBLE TO THE OTHER PARTY FOR ANY LOSS, DAMAGE OR LIABILITY BEYOND THE LESSER OF (I) TWO (2) TIMES THE AMOUNT COMPENSATION PAID TO CONSULTANT BY CITY UNDER THIS AGREEMENT OR THE NET AVAILABLE AMOUNT OF APPLICABLE INSURANCE PROCEEDS AVAILABLE TO THE CONSULTANTS AT THE TIME OF THE CLAIM OR FINAL SETTLEMENT.

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



EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

**CITY OF FORT LUPTON, COLORADO**

\_\_\_\_\_  
BY: **Zo Hubbard**

TITLE: **Mayor**

**FARNSWORTH GROUP, INC.:**

James Clyde Cundall

Digitally signed by James Clyde Cundall  
DN: C=US, E=jcundall@f-w.com,  
OU=Civil Group, O=Farnsworth Group,  
CN=James Clyde Cundall  
Date: 2023.03.20 13:20:28-06'00'

\_\_\_\_\_  
BY: **J.C. Cundall**

TITLE: **Senior Engineering Manager**

Ted Barela

Digitally signed by Ted Barela  
DN: C=US, E=tbarela@f-w.com,  
O="Farnsworth Group, Inc.",  
OU=Principal, CN=Ted Barela  
Date: 2023.03.20 14:36:10-06'00'

\_\_\_\_\_  
BY: **Theodore Barela**

TITLE: **Principal**



PROJECT SERVICES AGREEMENT

# Fort Lupton: CR 12, Railroad Crossing

City of Fort Lupton

December 15, 2022

December 15, 2022

City of Fort Lupton  
Attn: Roy Vestal, PE  
130 S. McKinley Ave.  
Fort Lupton, CO 80621

RE: Project Services Agreement for Fort Lupton: CR 12, Railroad Crossing

Dear Roy:

Farnsworth Group, Inc. ("Farnsworth Group") is pleased to present this Project Services Agreement ("Agreement") to the City of Fort Lupton ("Client") to provide engineering design and surveying services for the Fort Lupton: CR 12, Railroad Crossing located in Fort Lupton, Colorado. We have outlined a thorough and thoughtful approach to the design completion of this project. We have prepared this Proposal to match the scope of the work as we understand it, and generally identified as follows:

Design of County Road (CR) 12 street widening (approximately 750 LF) at the intersection with the Union Pacific (UP) Railroad.

Please feel free to contact me if there are any questions or comments regarding the scope and fee as presented within this proposal. We are happy to schedule a meeting either virtually or in person at your office if that is your preference. The following pages provide more specific details regarding the scope of work, project approach, project team, estimated fees, etc. We appreciate your consideration and look forward to working with you on this exciting project.

Sincerely,

FARNSWORTH GROUP, INC.



J.C. Cundall, PE  
Senior Engineering Project Manager



Ted Barela, PE  
Principal



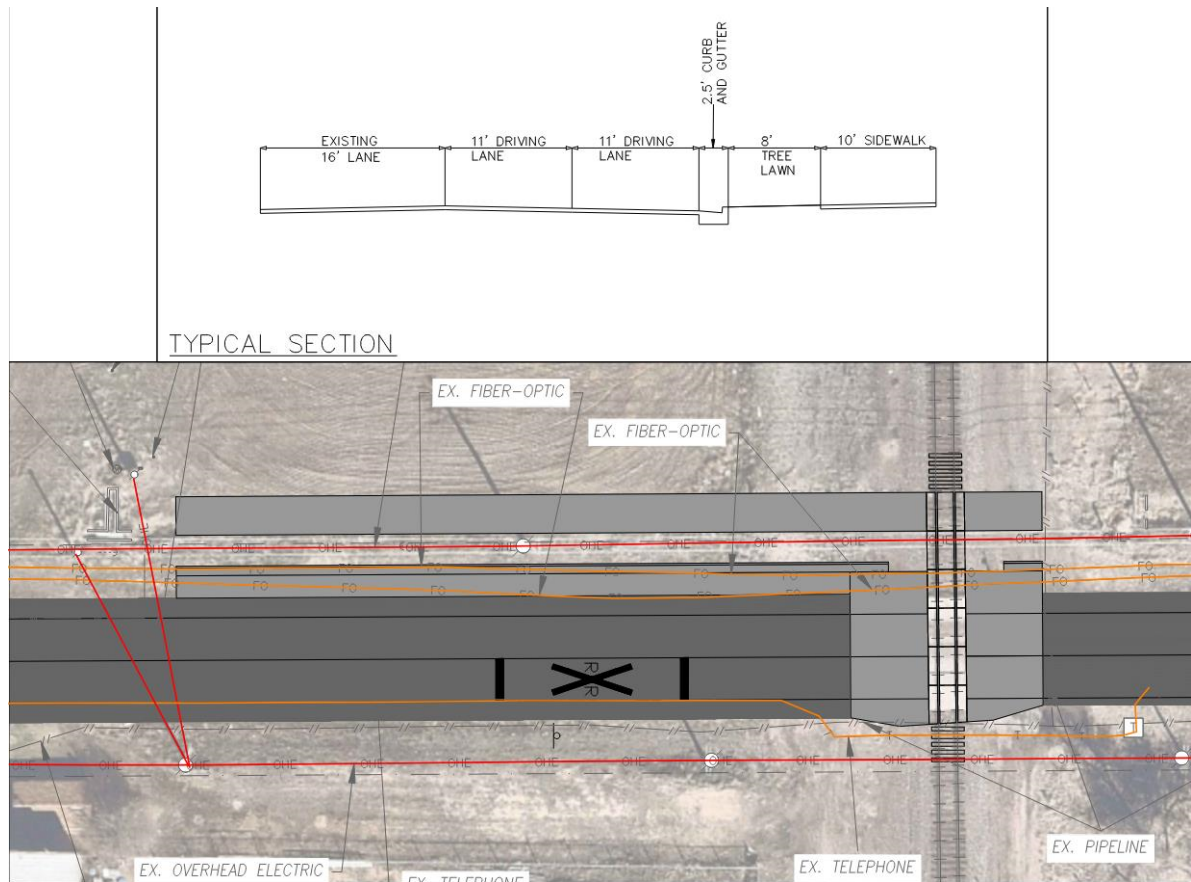
## PROJECT OVERVIEW /

Our understanding of the project is based on the following information provided by the City of Fort Lupton (City) and discussed during our previous meeting:

- A. Project is located on CR 12 (Just East of Kahil Street) at Union Pacific (UP) railroad crossing.
- B. Current developments on the east side and west side of this location have been approved. The developers are providing curb and gutter and the 10-ft trail along the frontage of the CR 12. We need to connect through the RR ROW each side with the 10-ft trail, curb and gutter and widen the north lane to match.
- C. The crossing of the tracks has become a high priority in the City in anticipation of additional vehicular and pedestrian traffic through this developing corridor.
- D. Refer also to the items noted in the October 24<sup>th</sup> letter to the City of Fort Lupton, which summarized what we know about the crossing.
- E. The approximate project location is shown in the following figure:



- F. The following figure was provided by the City of Fort Lupton to identify the planned improvements for CR 12:



## SCOPE OF PROFESSIONAL SERVICES / SCOPE OF WORK

The tasks involved in this project have been outlined below and represents our standard approach to a road project. The tasks and estimated fees are summarized on the attached spreadsheet. The following is our detailed Scope/Project Approach for this project.

### Phase 01. Research Investigation

Our team's scope of services addresses the City's objectives for this project. Farnsworth Group uses a team approach to project delivery, including inclusion of City staff throughout the project. "Brainstorming" sessions with the City staff will be used during the project to discuss project findings and possible improvement options and viable alternatives.

This initial task will begin with a kickoff meeting with City staff to further review the scope of the project, foreseeable issues, possible alternatives, and the City's expectations for the project. Project budgets and schedules will be discussed, and future meeting timelines will be established.

During this phase, we will include collection and review of the following:

- Kick-Off Meeting
- Survey
- Subsurface Utility Engineering QL-B Investigation
- Drawings from the Developments on either side of the railroad tracks

#### **Task A. Kick-Off Meeting:**

We recommend assembly of all key members of the project team, including City staff and our engineering and surveying team for the kick-off meeting. It will be extremely valuable to have a forum to discuss the details of the project goals and constraints with all parties present. We will establish lines of communication and confirm the scope and schedule. Having all decision makers in the same room will make this kick-off meeting highly productive.

This will be a prime opportunity to develop action-items and criteria that will allow us to meet identified short- and long-term objectives. The process of discussing ideas at the start of the project is an important step. Decisions are made at this early stage that set-in motion the direction, magnitude, and construction cost of the project. We believe in gathering as much detailed data as possible on existing conditions to minimize the unforeseen changes and risks associated with construction.

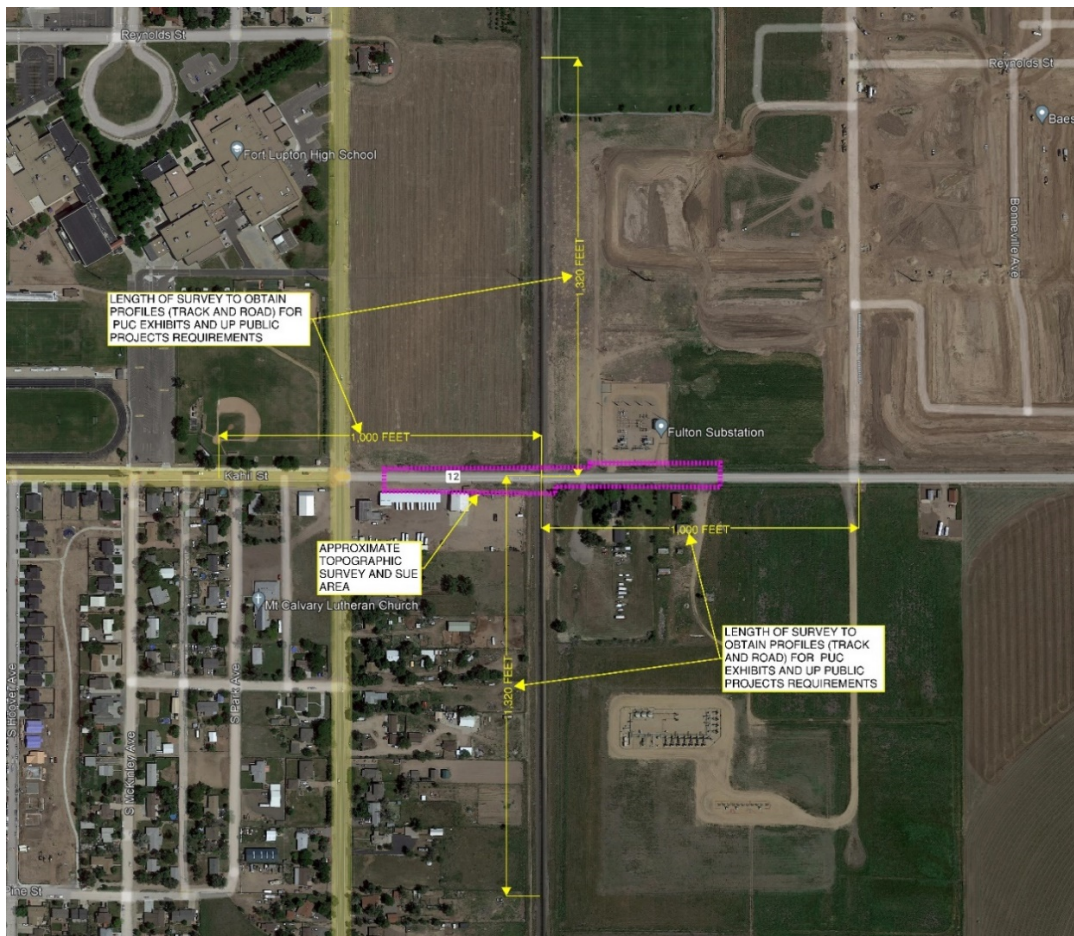
#### **Task B. Survey:**

We will utilize Farnsworth Group's in-house surveyors to complete the land surveying required for this project. Our survey team will complete the survey with minimal intrusion by using the latest technology. The following tasks will be accomplished during the survey portion of the project:

- The survey team will establish, verify, and perpetuate horizontal and vertical control points. The horizontal control for the site will be based on Colorado State Plane, North Zone and be modified from grid to ground coordinates. Vertical control will be referenced to NAVD 88 elevations. We will set enough control to complete our scope of services.
- We will complete a topographic survey of the proposed corridor.
  - The proposed corridor is approximately 80-feet wide by approximately 1,050-feet long for the roadway portion of the project.
    - We will locate topographic features within the proposed corridor including:
      - ◆ Site improvements.
      - ◆ Landscape elements including fences, gates, trails, trees and bushes, visible sprinkler vaults, water features, streams, etc.
      - ◆ Surface treatments including pavements, curb and gutter, curb ramps, driveways, steps, etc.
      - ◆ All visible structures and manholes, including invert data.
      - ◆ All visible utilities, irrigation structures, poles, vaults, hydrants, cabinets etc.
      - ◆ All right-of-way boundaries and easements.
      - ◆ Street address of building structures.
      - ◆ Computed property and right-of-way lines and enough boundary information to compute right-of-way and property lines.



- To meet railroad regulations, PUC and UP:
  - Survey the roadway profile 1,000 feet extended each way from the tracks for PUC Exhibits and UP public projects requirements.
  - Survey the top of rail profile a quarter of a mile (1,320-feet) in each direction from the crossing with 100-foot shots beyond 600 feet and 50-foot shots inside of 600-feet for PUC exhibits and UP public projects requirements.
  - Survey any railroad signal appliances and insulated joints inside 1,320-feet from the crossing.
  - Establish ties to culverts and bridges for control.
  - Coordinate with utility locators to have any utilities in the railroad Right-of-Way (ROW) marked and surveyed on the same day that the railroad profile is completed to minimize the flagman costs.
  - Prepare UP Exhibit A from profile surveys.
- Subsurface Utility Engineering (SUE) Survey:
  - Survey locates (QL B) from locator subconsultant.
  - This scope assumes that no potholes are required. If potholes become necessary, we will negotiate this fee with the City of Fort Lupton at that time.
- See Figure below for approximate survey areas:





**Survey Deliverables:**

Farnsworth Group will process all the data collected during our mobilizations in house and complete our deliverables using Civil3D 2021.

- Topographic Survey file including the topographic features collected and a surface model with one-foot contours. The right-of-way and property lines will be computed from deed and plat information together with existing monumentation occupied during our mobilization. Easements will be illustrated using documents included with the title commitments provided.
- Right-of-way Map including computed right-of-way, property lines and existing easements.
- Survey Control Map referencing project control and supplemental control points.
- A monumented boundary survey is not included in this scope.

***Task C. SUE QL B investigation:***

Kinetic Industry will complete utility locating and if requested, potholing. Existing utilities can cause construction delays if they are not accounted for in the design phase. To mitigate this risk, a Subsurface Utility Engineering (SUE) investigation will be performed and incorporated into our construction drawings. The better existing utilities are mapped at the start of the project, the less likely they are to cause problems during construction. The following sections provide a more detailed description of the services we will provide.

***Utility Designating (Locating)***

A utility investigation will be executed in accordance with American Society of Civil Engineers Construction Institute Standard 38-22 (ASCE/CI 38-22), and Colorado State Statute 9-1.5. When practicable, all utility locates will be performed to Quality Level B standards. Although utility designating of buried infrastructure will have a goal of Quality Level B, some facilities such as non-conductive water, storm drainage and sanitary sewer pipes are pragmatically designated to a mixture of Quality Level C (based on surveyed surface features and record data), B, and A (exposed survey grade observations, such as possible at manholes). To best serve the City and meet Colorado State Statute 9-1.5's intention, we have included time for a Ground Penetrating Radar unit, if deemed necessary.

The utility locates and related survey will be compared to the existing utility information to ensure that the number and types of utilities located in the field match what is on the utility maps provided by others. If they do not match, then we will work with the utility companies to determine if their utility mapping is incomplete or if a utility has been abandoned.

Farnsworth Group and Kinetic have performed over 40 total SUE's for a range of types and sizes of projects since the law came into effect in 2018. This allows us to perform this Task efficiently and effectively.

**SUE Deliverables:**

Farnsworth Group will prepare a SUE Report and Plans to document the existing utilities in the project area.

#### ***Task D. Drawings From the Developments on Either Side of the Railroad Tracks:***

This project's objective is to "connect" County Road (CR) 12 improvements that each development (to the west and east of the crossing) has designed. We will ensure that our design meets the City of Fort Lupton's needs while connecting into the designs of each development (prepared by others).

#### **Phase 02. Preliminary Design (30%)**

The preliminary phase of the project will include the review of the collected information, utility designations, topographical survey, and drawings of the proposed developments (prepared by others) that the design will connect to. Using this information, we will prepare a "rough" layout of the road widening. We will consider alternatives to achieve the most feasible, cost-effective design. We will meet with the City to discuss our findings and recommendations for the 30% Preliminary Design prior to proceeding with the final design.

The construction drawing plan views will be based on the detailed topographic survey. The drawings will be prepared at a minimal horizontal scale of 1" = 50' and a vertical scale of 1" = 5'. Larger scale drawings will be used in areas where clarity is required. After the Preliminary Design Review, any additions or adjustments to the design can be made. The drawings will include a topographic survey of existing above-ground features, buried utilities based on SUE investigation, and property lines. General and task-specific project notes will be included on each sheet.

Bid schedules to be included in the Contract Documents will be prepared based on all the anticipated construction items. In addition, it may be necessary to include some additional items for unknown conditions that may occur. This may include equipment time that is only used at the direction and discretion of the City. The bid schedules will be supported by a detailed measurement and payment section defining each item.

Once the Preliminary Design has been agreed upon by all parties, we will provide the City of Fort Lupton with the following Deliverables:

- Preliminary Design Plans (30%), which includes:
  - Demolition Sheets
  - Plan & Profile Sheets for Road Construction
  - Plan & Profile Sheets for Trail Construction
  - Related Detail Sheets
- Preliminary Design Technical Specifications (30%)
- Preliminary Bid Schedule

#### **Phase 03. Final Design and Preparation of Construction Contract Documents**

Following review and approval of the Preliminary Design by the City, we will begin preparation of the final construction drawings, CSI format technical specifications, and contract documents. Also included in our final design phase is the completion and submittal to the City of Fort Lupton of the following deliverables:

- Final Design Plans (60%, 95%, and 100%), which includes:
  - Cover and Index Sheets
  - Demolition Sheets
  - Plan & Profile Sheets for Road Construction
  - Plan & Profile Sheets for Trail Construction
  - Cross-Section Sheets for Road and Trail Construction
  - Related Detail Sheets
- Final Design Contract Documents and Technical Specifications (60%, 95%, and 100%), which includes:
  - Contract Documents
  - Technical Specifications
  - Bid Schedule and related Measurement and Payment Sections
- The Final Design Documents will be the Bidding Documents for the project.

Quality control is an important aspect of any project. Farnsworth Group project managers are assigned the responsibility of seeing that each project is reviewed at approximately the 30%, 60% and 95% stages of completion for Quality Assurance and Quality Control. This is performed internally and is in addition and prior to the reviews presented to the City. The reviewer is an experienced senior level engineer who is not assigned to this particular project. This helps with evaluation of project objectives, generation of new ideas, as well as quality control of the overall project.

We did not include Bidding Period Services or Construction Period Services. We can add these to this proposal if requested, or we can negotiate this when the design of the project is complete.

### MAIN POINT OF CONTACT /

The Main Point of Contact with Farnsworth Group for this project will be: J.C. Cundall, PE.

### DESIGN TEAM

The Design Team selected for this project includes the following members:

|                    |                   |                        |
|--------------------|-------------------|------------------------|
| Principal:         | Ted Barela, PE    | Farnsworth Group, Inc. |
| Project Manager:   | J.C. Cundall, PE  | Farnsworth Group, Inc. |
| Civil Engineer:    | Scott Turner, PE  | Farnsworth Group, Inc. |
| Survey Manager:    | J.R. McGehee, PLS | Farnsworth Group, Inc. |
| Other Consultants: | SUE Investigation | Kinetic Industry       |

### PROFESSIONAL FEES /

Farnsworth Group proposes to provide the described services for a Phased fixed fee of **\$96,985.00 (Ninety-Six Thousand, Nine Hundred and Eighty-Five dollars)**, plus normal reimbursable expenses as outlined below:

|                                                       |                 |
|-------------------------------------------------------|-----------------|
| <b>Phase 01 – Research and Investigation</b>          |                 |
| Kick-Off Meeting                                      | \$1,560         |
| Railroad Research, Permitting, and Survey             | \$17,088        |
| Project Topo Survey and Processing                    | \$6,522         |
| SUE – QL B Investigation                              | \$11,630        |
| <b>Phase 01 – Research and Investigation Total</b>    | <b>\$36,800</b> |
|                                                       |                 |
| <b>Phase 02 – Preliminary Design (30%)</b>            |                 |
| Prepare Preliminary Design Package                    | \$20,005        |
| <b>Phase 02 – Preliminary Design (30%) Total</b>      | <b>\$20,005</b> |
|                                                       |                 |
| <b>Phase 03 – Final Design (60%, 95%, 100%)</b>       |                 |
| Prepare Final Construction Document Package (60%)     | \$17,990        |
| Package Review at 60% CD Completion                   | \$4,165         |
| Prepare Final Construction Document Package (95%)     | \$10,015        |
| Package Review at 95% CD Completion                   | \$4,165         |
| Prepare 100% CD Package                               | \$3,845         |
| <b>Phase 03 – Final Design (60%, 95%, 100%) Total</b> | <b>\$40,180</b> |
|                                                       |                 |
| <b>Project Total</b>                                  | <b>\$96,985</b> |

Note: If the cost of scope of the project increases significantly after the contract is executed, the fee may be adjusted at that time.

## PROJECT TIMELINE /

We understand the timeline of the project to be as follows:

- Project Design 2023
- Construction Start 2024

We can further define a detailed schedule with the City of Fort Lupton once the contract has been signed.

## ASSUMPTIONS AND CLARIFICATIONS /

The following assumptions and clarifications support the fees for this proposal.

### A. General

1. Design revisions required as a result of code changes adopted after delivery of 100% construction documents are not included.
2. This work is expected to commence in January 2023. Significant delays in start date may require reassessing necessary services, schedule, and fees.
3. Bidding and construction administration services are not included in the fee.



4. Energy modeling not included.
5. Life cycle cost analysis on equipment not included.
6. Record as-built drawings are not included; nor are Record As-Built drawing revisions and reformatting based on contractor provided as-built markups.
7. Detailed construction schedule is not included in the scope.
8. Readily available access to the project site will be provided.
9. Value engineering exercises are not included.
10. Opinion of Probable Cost or detailed cost estimates are not included in the scope.
11. Multiple design alternatives finalized after Design Development phase are not included.
12. Revisions caused by Client, Tenants, Authority Having Jurisdiction (AHJ), other governmental review agencies or any other entity that causes work already performed to be revised is excluded.

**B. Civil**

1. Offsite site design or master planning is not included.
2. Water or wastewater treatment facility design is not included.
3. Water pump station design is not included.
4. Wastewater lift station design is not included.
5. Water distribution modeling or wastewater collection modeling is not included.
6. Natural gas distribution or service design is not included.
7. Site electrical design, site lighting, or photometric analysis is not included.
8. Private utility service sizing or code analysis is not included.
9. Fire protection or fire line design or sizing is not included.
10. High temperature hot water or chilled water design is not included.
11. Traffic study or traffic signal design is not included.
12. Traffic control plan is not included.
13. Construction phasing plan is not included.
14. Environmental engineering is not included.
15. Geotechnical engineering is not included.
16. Preparing or providing construction permits or permitting fees is not included.
17. Mechanical or plumbing design drawings or specifications is not included.
18. Preparing a preliminary or final drainage report is not included.

19. Storm sewer design or modeling is not included.
20. Site planning services is not included.
21. Landscape architecture or irrigation design is not included.
22. Boundary Survey is not included.
23. Performing utility pot-hole services is not included.
24. Construction staking services is not included.
25. Structural Retaining wall design is not included.
26. Storm Water Management Plan in support of the contractor's application for storm water discharge permitting is not included. Temporary erosion control BMP's and details will be provided on the plan and profile sheets and civil details respectively.
27. Subdivision Plat or Re-Plat drawings or documents is not included.
28. Preparing easements or exhibits is not included.
29. Public hearing process or attending neighborhood meetings is not included.

#### ADDITIONAL SERVICES /

The following services are not included in the fees for this proposal, but may be relevant to the project and can be provided at your request for an additional fee:

- Multiple revisions and changes of scope both during and after each phase of service.
- Preparation of plans or specifications not specifically defined by this agreement.
- Cost Opinion Services.
- Value Engineering exercises.
- Meetings and/or hearings with Planning and Zoning or City Council.
- Attendance at additional meetings or site visits requested by the CLIENT
- Assistance with Material Testing.
- Assistance with special inspections.
- Construction Staking.

#### CLIENT RESPONSIBILITIES /

The following services or items are required to be provided by you to allow Farnsworth to complete the scope of services outlined above.

- Developer Construction Drawings for coordination purposes
- Summary of active projects in nearby area that could impact this project's scope of work
- Site-specific soils/geotechnical report, including pavement section design parameters and recommendations
- Provide any available AutoCAD drawings of existing surveys, site plan, base drawings, mapping, and exhibits.
- All required notifications that originate with the Client (signs, public announcements, etc).

- Payment of any application fees, recording costs, and other fees that could be associated in the scope of the project.

## AGREEMENT /

FARNSWORTH GROUP, INC.

CITY OF FORT LUPTON



Signature

J.C. Cundall

Typed Name

Senior Engineering Manager

Title

12/15/2022

Date

Signature

Typed Name

Title

Date

FARNSWORTH GROUP, INC.



Signature

Ted Barela

Typed Name

Principal

Title

12/15/2022

Date



### **SUBJECT FOR DISCUSSION**

Adopting an Ordinance Authorizing a Lease Purchase Transaction and In Connection Therewith, Authorizing the Leasing of Certain City Property and the Execution and Delivery of a Site Lease, a Lease Purchase Agreement and Other Financing Documents in Connection Therewith; and Proving Other Matters Relating Thereto

### **SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The City is authorized by Section 31-15-101(1)(d), Colorado Revised Statutes ("C.R.S."), to acquire, hold, lease, and dispose of property, both real and personal. For the purpose of financing the cost of certain public improvements of the City (the "Prior Projects"), the City, acting by and through its Golf Course Enterprise, has previously executed and delivered an Indenture of Trust dated as of June 15, 1996 (the "Original Indenture"), by and between the Enterprise and Colorado National Bank, as Trustee (now operating as BOK Financial) (the "1996 Trustee").

The City Council has determined, that it is in the best interest of the City and its inhabitants that the City to fully pay and discharge all of the outstanding 1996 Warrants (the "Refunding Project"), execute a lease purchase agreement (the "Lease") to finance the Refunding Project. The City Council has determined, and that it is in the best interest of the City and its inhabitants that the City lease the Leased Property to UMB Bank, n.a., as trustee under an Indenture of Trust (the "Trustee") pursuant to a Site Lease between the City, as lessor, and the Trustee, as lessee (the "Site Lease"), and lease back the Trustee's interest in the Leased Property pursuant to the terms of a Lease Purchase Agreement (the "Lease") between the Trustee, as lessor, and the City, as lessee.

### **FINANCIAL CONSIDERATIONS**

N/A

### **LEGAL/POLITICAL CONSIDERATIONS**

### **ALTERNATIVES/OPTIONS**

### **STAFF RECOMMENDATIONS**

Staff seeks direction.

Attachments: a. Ordinance

### **Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



**ORDINANCE NO.            2023-[\_\_]**

**INTRODUCED BY:            \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, AUTHORIZING A LEASE PURCHASE TRANSACTION AND IN CONNECTION THEREWITH, AUTHORIZING THE LEASING OF CERTAIN CITY PROPERTY AND THE EXECUTION AND DELIVERY OF A SITE LEASE, A LEASE PURCHASE AGREEMENT AND OTHER FINANCING DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING OTHER MATTERS RELATING THERETO.**

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

**Section 1.    Recitals.**

A.     The City of Fort Lupton, Colorado (the “City”) is a political subdivision of the State of Colorado (the “State”), duly organized and existing as a statutory city under the laws of the State.

B.     The members of the City Council of the City (the “City Council”) have been duly elected or appointed and qualified.

C.     The City is authorized by Section 31-15-101(1)(d), Colorado Revised Statutes (“C.R.S.”), to acquire, hold, lease, and dispose of property, both real and personal.

D.     The City is authorized by Section 31-15-713(1)(c), C.R.S., to lease any real estate, together with any facilities thereon, owned by the City when deemed by the governing body to be in the best interest of the City.

E.     The City is authorized by Section 31-15-801, C.R.S., to enter into rental or leasehold agreements in order to provide necessary land, buildings, equipment and other property for governmental or proprietary purposes.

F.     For the purpose of financing the cost of certain public improvements of the City (the “Prior Projects”), the City, acting by and through its Golf Course Enterprise, has previously executed and delivered an Indenture of Trust dated as of June 15, 1996 (the “Original

Indenture”), by and between the Enterprise and Colorado National Bank, as Trustee (now operating as BOK Financial) (the “1996 Trustee”).

G. Pursuant to the Original Indenture, there were executed and delivered (1) Golf Course Revenue Anticipation Warrants, Senior Series 1996A in the original principal amount of \$4,600,000 (the “1996A Warrants”); (2) Golf Course Revenue Anticipation Warrants, Subordinate Series 1996A1 in the original principal amount of \$1,000,000 (the “1996A1 Warrants”); and (3) Golf Course Revenue Anticipation Warrants, Subordinate Series 1996B in the original principal amount of \$300,000 (the “1996B Warrants” and together with, the 1996A Warrants and the 1996A1 Warrants, the “1996 Warrants”).

H. The 1996 Warrants which were not tendered pursuant to a tender offer in 2015 are currently in default.

I. The City Council has determined, and does hereby determine, that it is in the best interest of the City and its inhabitants that the City to fully pay and discharge all of the outstanding 1996 Warrants (the “Refunding Project”).

J. The City Council has determined that it is in the best interests of the City and its inhabitants to execute a lease purchase agreement (the “Lease”) to finance the Refunding Project.

K. The City owns, in fee title, certain sites and the premises, buildings and improvements located thereon, or any additional property of the City (as more particularly described in the Lease) (the “Leased Property”).

L. The City Council has determined, and now hereby determines, that it is in the best interest of the City and its inhabitants that the City lease the Leased Property to UMB Bank, n.a., as trustee under an Indenture of Trust (the “Trustee”) pursuant to a Site Lease between the City, as lessor, and the Trustee, as lessee (the “Site Lease”), and lease back the Trustee’s interest in the Leased Property pursuant to the terms of a Lease Purchase Agreement (the “Lease”) between the Trustee, as lessor, and the City, as lessee.

M. The Trustee will execute and deliver an Indenture of Trust (the “Indenture”) with the Trustee pursuant to which there is expected to be executed and delivered certain refunding certificates of participation (the “Certificates”) dated as of their date of delivery, that shall evidence proportionate interests in the right to receive certain Revenues (as defined in the Lease), shall be payable solely from the sources therein provided and shall not directly or indirectly obligate the City to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect.

N. There will be executed and distributed in connection with the sale of the Certificates an Official Statement (the “Official Statement”) in substantially the form of the Preliminary Official Statement (the “Preliminary Official Statement”) relating to the Certificates as approved by the Finance Director of the City.

O. The City’s obligation under the Lease to pay Base Rentals and Additional Rentals (as each is defined in the Lease) shall be from year to year only; shall constitute a currently budgeted expenditure of the City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or multiple fiscal year direct or indirect City debt or other financial obligation of the City within the meaning of any constitutional, statutory limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligation, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect.

P. The Certificates will be executed and delivered pursuant to the Indenture and the Lease and pursuant to a certain Certificate Purchase Agreement (the “Purchase Agreement”), between Stifel, Nicolaus & Company, Incorporated (the “Purchaser”) and the Trustee.

Q. The net proceeds of the Certificates are expected to be used to provide funds in an amount sufficient to finance the costs of the Refunding Project and pay the costs of issuance of the Certificates.

R. There has also been presented to the City Council at this meeting the form of Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”).

S. The Supplemental Public Securities Act, part 2 of article 57 of title 11, Colorado Revised Statutes (the “Supplemental Act”), provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act to an issue of securities.

T. No member of the City Council has any conflict of interest or is interested in any pecuniary manner in the transactions contemplated by this ordinance

U. There have been filed with the City Clerk proposed forms of: (i) the Site Lease; (ii) the Lease; (iii) the Indenture; (iv) a Continuing Disclosure Certificate dated as of the date of issuance of the Certificates (the “Continuing Disclosure Certificate”) to be delivered by the City; and (v) the Preliminary Official Statement.

V. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease and the Site Lease

**Section 2. Ratification and Approval of Prior Actions.** All action heretofore taken (not inconsistent with the provisions of this ordinance) by the City Council or the officers, agents or employees of the City Council or the City relating to the Site Lease, the Lease, the implementation of the Refunding Project, and the execution and delivery of the Certificates is hereby ratified, approved and confirmed.

**Section 3. Finding of Best Interests.** The City Council hereby finds and determines, pursuant to the Constitution, the laws of the State, that the implementation of the Refunding Project, including the payment of the costs of issuance in connection therewith, and financing the costs thereof pursuant to the terms set forth in the Site Lease, the Lease and the Indenture are necessary, convenient and in furtherance of the City’s purposes and are in the best interests of the inhabitants of the City and the City Council hereby authorizes and approves the same.

**Section 4. Supplemental Act Election; Parameters.** The City Council hereby elects to apply all of the provisions of the Supplemental Act to the Lease, the Site Lease and the Certificates, and in connection therewith delegates to the Mayor, any other member of the City Council, the City Administrator and the Finance Director the independent authority to make



any determination delegable pursuant to Section 11-57-205(1)(a-i), C.R.S., in relation to the Lease and the Site Lease, and to execute a sale certificate (the “Sale Certificate”) setting forth such determinations, including without limitation, the term of the Site Lease, the rental amount to be paid by the Trustee pursuant to the Site Lease, the term of the Lease and the rental amount to be paid by the City pursuant to the Lease, subject to the following parameters and restrictions:

- (a) the Site Lease Term shall end no later than December 31, 2044;
- (b) the Lease Term shall end no later than December 31, 2034;
- (c) the maximum annual repayment cost of Base Rentals payable by the City shall not exceed \$600,000, and the total repayment cost shall not exceed \$6,600,000;
- (d) the total aggregate principal amount of the Base Rentals payable by the City under the Lease with respect to the Certificates shall not exceed \$5,000,000;
- (e) the purchase price of the Certificates shall not be less than 98% of the aggregate principal amount; and
- (f) the maximum net effective interest rate on the interest component of the Base Rentals relating to the Certificates shall not exceed 4.25%.

Pursuant to Section 11-57-205 of the Supplemental Act, the City Council hereby delegates to each of the Mayor, the City Administrator or the Finance Director the authority acknowledge any contract for the purchase of the Certificates between the Trustee and the Purchaser, and to execute any agreement or agreements in connection therewith. In addition, each of the Mayor, the City Administrator or the Finance Director is hereby authorized to independently determine if obtaining an insurance policy for all or a portion of the Certificates is in the best interests of the City, and if so, to select an insurer to issue an insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment. Each of the Mayor, the City Administrator or the Finance Director is also hereby authorized to determine if obtaining a reserve fund insurance policy for the Certificates is in the best interests of the City, and if so, to select a surety provider to issue a reserve fund insurance policy and execute any related documents or agreements required by such commitment.

The City Council hereby acknowledges and agrees that the proceeds of the Certificates will be used to finance the costs of the Refunding Project.

**Section 5. Approval of Documents.** The Site Lease, the Lease, the Indenture, and the Continuing Disclosure Certificate are in all respects approved, authorized and confirmed, and the Mayor of the Town is hereby authorized and directed for and on behalf of the City to execute and deliver such documents in substantially the forms and with substantially the same contents as the proposed forms of such documents on file with the City Clerk, with such changes as may hereafter be approved by the Mayor, the City Attorney, the Finance Director or the City Administrator.

**Section 6. Official Statement.** The designation of the Preliminary Official Statement by the Mayor or the City Administrator as a “deemed final Official Statement” for purposes of Rule 15c2-12 of the Securities and Exchange Commission is hereby authorized and confirmed. A final Official Statement, in substantially the form of the Preliminary Official Statement, is in all respects approved and authorized. The Mayor is hereby authorized and directed to execute and deliver the final Official Statement, for and on behalf of the City, in substantially the form and with substantially the same content as the Preliminary Official Statement on file with the City Clerk. The distribution of the Preliminary Official Statement and the final Official Statement (in substantially the form of the Preliminary Official Statement) to prospective purchasers of the Certificates is hereby ratified, approved and authorized.

**Section 7. Authorization to Execute Collateral Documents.** The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City, if so required by any documents in connection with the matters authorized by this ordinance. The Mayor and other appropriate officials or employees of the City are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they deem necessary or appropriate, in order to implement and carry out the transactions and other matters authorized by this ordinance, including but not limited to the execution of such other certificates and affidavits as may be necessary. The appropriate officers of the City are authorized to execute on behalf of the City agreements concerning the deposit and investment of funds in connection with the transactions contemplated

by this ordinance. The execution of any instrument by the aforementioned officers or members of the City Council shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof and thereof.

**Section 8. No General Obligation Debt.** No provision of this ordinance, the Lease, the Indenture, the Continuing Disclosure Certificate, the Certificates or the Official Statement shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional or statutory provision, nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the then current fiscal year. The City shall not have any obligation to make any payment with respect to the Certificates except in connection with the payment of the Base Rentals and certain other payments under the Lease, which payments may be terminated by the City in accordance with the provisions of the Lease. Neither the Lease nor the Certificates shall constitute a mandatory charge or requirement of the City in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional or statutory debt limitation and shall not constitute a multiple fiscal year direct or indirect City debt or other financial obligation whatsoever. No provision of the Lease or the Certificates shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the State Constitution. Neither the Lease nor the Certificates shall directly or indirectly obligate the City to make any payments beyond those budgeted and appropriated for the City's then current fiscal year.

**Section 9. Reasonableness of Rentals.** The City Council hereby determines and declares that the Base Rentals do not exceed a reasonable amount so as to place the City under an economic compulsion to renew the Lease or to exercise its option to purchase the Leased Property pursuant to the Lease. The City Council hereby determines and declares that the period during which the City has an option to purchase the Leased Property (i.e., the entire maximum term of the Lease) does not exceed the remaining useful life of the Leased Property. The City Council hereby further determines that the amount of rental payments to be received by the City from the Trustee pursuant to the Site Lease is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of the Site Lease as provided therein.

**Section 10. City Representatives.** The City Council hereby authorizes each of the Mayor, the City Administrator and the Finance Director to act as City Representatives under the Lease, or such other person or persons who may be so designated in writing from time to time by the Mayor, as further provided in the Lease.

**Section 11. Exercise of Option; Direction to Trustee.** In order to effect the Refunding Project, the City Council has elected and does hereby declare its intent to exercise on the behalf and in the name of the City its option to redeem the outstanding 1996 Warrants set forth in the Sale Certificate on the earliest applicable redemption date. The City hereby irrevocably instructs the Trustee to give notice of refunding and defeasance to the Owners of the 1996 Warrants as soon as practicable after the execution and delivery of the Certificates, in accordance with the provisions of the Indenture.

**Section 12. No Recourse against Officers and Agents.** Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the City Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Certificates. Such recourse shall not be available either directly or indirectly through the City Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Certificates and as a part of the consideration of their sale or purchase, any person purchasing or selling such certificate specifically waives any such recourse.

**Section 13. Repealer.** All bylaws, orders, resolutions and ordinances of the City, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any other such bylaw, order, resolution or ordinance of the City, or part thereof, heretofore repealed.

**Section 14. Severability.** If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.



**Section 15. Electronic Signatures.** The Mayor, City Administrator, Finance Director, and any other employee or official of the City that is authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Ordinance (collectively, the “Authorized Documents”) is hereby authorized to execute Authorized Documents electronically via facsimile, electronic or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act.

**Section 16. Effective Date.** This Ordinance shall be in full force and effect 30 days following publication after adoption on second and final reading.

INTRODUCED, READ AND ADOPTED ON FIRST READING AND ORDERED  
PUBLISHED THIS 4TH DAY OF APRIL, 2023.

Published in: Fort Lupton Press

Publication date: April 13, 2023

FINALLY ADOPTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE  
THIS 2ND DAY OF MAY, 2023.

Published in: Fort Lupton Press

Publication date: May 11, 2023

[CITY SEAL]

By: \_\_\_\_\_  
Zo Hubbard, Mayor

Attest:

\_\_\_\_\_  
Maricela Peña, City Clerk

Approved as to Form:

\_\_\_\_\_  
Andrew Ausmus, City Clerk

STATE OF COLORADO                    )  
                                                  )  
COUNTY OF WELD                    ) SS.  
                                                  )  
CITY OF FORT LUPTON                )

I, Maricela Peña, the City Clerk of the City of Fort Lupton, Colorado (the “City”) do hereby certify:

1. The foregoing pages are a true, correct, and complete copy of an ordinance concerning the City’s Certificates of Participation, Series 2023 (the “Ordinance”) adopted by the City Council of the City constituting the governing body of the City (the “City Council”), at a regular meeting of the City Council, by vote had and taken at an open, regular meeting of the City Council held at the City Hall, in Fort Lupton, Colorado, on April 4, 2023 convening at the hour of 7:00 p.m., as recorded in the regular book of official records of the proceedings of said City kept in my office.

2. The adoption of the Ordinance on first reading was duly moved and seconded and the Ordinance was adopted by an affirmative vote of a majority of the members of the City Council at the regular meeting of the City Council on April 4, 2023, as follows:

| Name                      | “Yes” | “No” | Absent | Abstain |
|---------------------------|-------|------|--------|---------|
| Zo Hubbard, Mayor         |       |      |        |         |
| Valerie Blackston, Ward 1 |       |      |        |         |
| David Crespín, Ward 1     |       |      |        |         |
| Chris Ceretto, Ward 2     |       |      |        |         |
| Claud Hanes, Ward 2       |       |      |        |         |
| Carlos Barron, Ward 3     |       |      |        |         |
| Bruce Fitzgerald, Ward 2  |       |      |        |         |

3. The adoption of the Ordinance on second and final reading was duly moved and seconded and the Ordinance was adopted by an affirmative vote of a majority of the members of the City Council at a regular meeting of the City Council on May 2, 2023, as follows:

| Name                      | “Yes” | “No” | Absent | Abstain |
|---------------------------|-------|------|--------|---------|
| Zo Hubbard, Mayor         |       |      |        |         |
| Valerie Blackston, Ward 1 |       |      |        |         |
| David Crespín, Ward 1     |       |      |        |         |
| Chris Ceretto, Ward 2     |       |      |        |         |
| Claud Hanes, Ward 2       |       |      |        |         |
| Carlos Barron, Ward 3     |       |      |        |         |
| Bruce Fitzgerald, Ward 2  |       |      |        |         |

4. The members of the City Council were present at the meeting and voted on the passage of such Ordinance as set forth above.

5. There are no bylaws, rules, or regulations of the City Council which might prohibit the adoption of said Ordinance.

6. That notices of the regular meeting on April 4, 2023 and regular meeting on May 2, 2023, in the forms attached hereto as **Exhibit A**, were posted in a designated public place within the boundaries of the City no less than twenty-four hours prior to the meeting as required by law.

7. The Ordinance was published in the *Fort Lupton Press*, a newspaper of general circulation in the City, after its first and second readings, in accordance with the laws of the State. The affidavits of publication are attached hereto as **Exhibit B**.

*[Remainder of page left blank intentionally]*



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of  
said City this \_\_\_\_ day of \_\_\_\_\_, 2023.

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Maricela Peña, City Clerk

(SEAL)

EXHIBIT A  
(Attach Meeting Notices)

**EXHIBIT B**  
(Attach Affidavits of Publication)



## Upcoming Events

|                   |                                                               |
|-------------------|---------------------------------------------------------------|
| April 8, 2023     | Easter Egg Hunt, 203 S. Harrison Ave. 9:00 a.m.               |
| April 10-17, 2023 | Hillside Cemetery Annual Clean-up Days                        |
| April 11, 2023    | Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.             |
| April 18, 2023    | City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.          |
| April 20, 2023    | Curbside Clean-up Day (For Seniors and/or Disabled Residents) |
| April 22, 2023    | Clean-up Day, 800 12th St. 8:00 a.m. – 12:00 p.m.             |
| April 25, 2023    | Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.             |
| April 26, 2023    | Shredding Day, 130 S. McKinley Ave. 8:00 a.m. – 10:00 a.m.    |
| April 26-29, 2023 | Field of Honor, Pearson Park 4 Complex                        |
| May 2, 2023       | Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.             |