CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, May 2, 2023
6:00 PM
130 South McKinley Avenue

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

Call to Order

Pledge of Allegiance

Roll Call

Proclamation

a. 2023 Mental Health Awareness Proclamation

b. Economic Development Proclamation

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

Approval of Agenda

Review of Accounts Payables

a. May 2, 2023 Accounts Payable

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

a. April 18, 2023 City Council Meeting Minutes

b. Second Reading Ordinance 2023-1154 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 Second Providing Other Matters Relating Thereto

c. AM 2023-074 Approving a Resolution for 2023 Outdoor Water Restrictions to be Effective June 1, 2023

d. AM 2023-075 Approving the Release of the Temporary Construction Easement Agreement with John J. and Cynthia J. Fitzsimmons for Construction of the City's Augmentation Structure from the Fulton Ditch

e. AM 2023-076 Approving the Purchase of 40 Dell Latitude Laptops for an Amount Not to Exceed $69,686.40, Allocated From the General Fund- IT Department

f. AM 2023-079 Approving a Resolution Ratifying the Mayor's Appointment of Donald "Doug" Walker to the Golf Committee for a Term Beginning May 2, 2023, and Ending December 31, 2023

Action Memorandum

a. AM 2023-077 Awarding Contract to Browns Hill Engineering and Controls for Installation and Programming of the Water Treatment Plant's Primary Logic Controllers

Upgrade for an Amount Not to Exceed $104,769.00 from the Utility Fund - Water Treatment Plant

b. AM 2023-078 Accepting a Proposal from Rushworks to Upgrade the Audio System and Microphones in the Council Chambers for an Amount Not to Exceed $47,834.00, Allocated from the General Fund- IT Department

Staff Reports

Mayor/Council Reports

Future City Events

a. May 2, 2023 Upcoming Events

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

Adjourn

Proclamation

WHEREAS, now, more than ever, we must understand that the health of our minds is as important as our physical health; and

WHEREAS, one in four people are affected by mental illness, with more Weld County resident reporting mental health challenges such as depression, anxiety, or other mental health conditions than in years past; and

WHEREAS, Fort Lupton citizens can find recovery through a variety of outpatient, residential and critical walk-in crisis support options utilizing Weld County's community mental health center, North Range Behavioral Health; and

WHEREAS, Fort Lupton residents are healthier because of North Range's commitment to preventing hospitalizations, incarcerations, trauma, suicides, and substance use disorder through collaboration with community health centers, school districts, human services, law enforcement, United Way, and many others; and

WHEREAS, National Mental Health Month is observed every May to help raise awareness about behavioral health, recovery and hope, the importance of prevention, and the many factors that contribute to mental wellness.

NOW THEREFORE, I, Zo Hubbard, on behalf of the City Council, do hereby proclaim the month of May, 2023 as "MENTAL HEALTH MONTH" in the City of Fort Lupton, and call upon our citizens, government agencies, businesses and schools to increase our awareness and understanding of the need for appropriate and accessible services for all of their staff, our citizens and our entire community.

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

Zo A. Hubbard, Mayor
2 May 2023

Proclamation

A PROCLAMATION OF THE CITY COUNCIL OF FORT LUPTON DECLARING MAY 8-12, 2023 AS ECONOMIC DEVELOPMENT WEEK

WHEREAS, Economic Development Week is supported and promoted by the International Economic Development Council, the Colorado Office of Economic Development and International Trade, the Economic Development Council of Colorado, Upstate Colorado, and Downtown Colorado, Inc; and

WHEREAS, these organizations provide leadership and excellence in economic development for communities, members, and partners through dedicated support, conferences, training courses, advisory services, research, in-depth publications, public policy advocacy, and fostering the exchange of ideas, insights, and best practices for economic developers; and

WHEREAS, economic development is a process that is strengthened by the critical partnership between economic development professionals and local government leadership to promote a shared vision for developing resilient communities; and

WHEREAS, economic developers cultivate and nurture entrepreneurship that helps to secure the next generation of new businesses, working in partnership with industries, brokers, educators, and other key allies to foster an effective business climate and meet the increasingly critical need for a skilled and competitive workforce; and

WHEREAS, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, economic developers are engaged in a wide variety of settings including rural and urban, local, state, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

WHEREAS, the City of Fort Lupton has committed to supporting the economic sustainability of the City by encouraging a deliberate economy that is sustainable and builds a long-lasting foundation for future prosperity within the community.

NOW THEREFORE*,* I, Zo Hubbard, Mayor, on behalf of the City council, do hereby proclaim the time period between May 8, 2023, and May 12, 2023, as Economic Development Week in the City of Fort Lupton.

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

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Zo A. Hubbard, Mayor
2 May 2023

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 04/19/2023 - 05/02/2023

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: Golf Course-Golf Course							
002968	COLORADO DEPARTMENT OF REVENUE		04/20/2023	Regular	0.00	1,185.83	85796
01410022 MAR23	Invoice	04/20/2023	GOLF-MAR23 SALES TAX-PRO SHOP		0.00	1,185.83	
002254	ADIDAS AMERICA INC		04/25/2023	Regular	0.00	175.48	85797
6159350180	Invoice	04/12/2023	GOLF-POLO SHIRTS-PRO SHOP		0.00	175.48	
000974	ALARM DETECTION SYSTEMS, INC.		04/25/2023	Regular	0.00	159.14	85798
870192-1076	Invoice	04/09/2023	GOLF-ALARM-PRO SHOP/MAINT		0.00	159.14	
002853	BUCKEYE CLEANING CENTER		04/25/2023	Regular	0.00	839.69	85799
90492180	Invoice	04/13/2023	GOLF-TISSUE,LINERS,CLEANERS-PRO SHOP		0.00	839.69	
000183	CALLAWAY GOLF SALES COMPANY		04/25/2023	Regular	0.00	1,310.38	85800
936289733	Invoice	04/06/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	442.47	
936298663	Invoice	04/10/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	867.91	
000239	CITY OF FORT LUPTON		04/25/2023	Regular	0.00	686.94	85801
FIN2023460	Invoice	04/13/2023	GOLF-COMCAST REIMBURSE-PRO SHOP		0.00	167.14	
FIN2023461	Invoice	04/13/2023	GOLF-FEB POSTAGE-PRO SHOP		0.00	19.80	
FIN2023464	Invoice	04/19/2023	GOLF-REIMBURSE PINNACOL WORK COMP-...		0.00	282.12	
FIN2023465	Invoice	04/19/2023	GOLF-REIMBURSE PINNACOL WORK COMP-...		0.00	217.88	
000307	COMCAST CABLE COMM, LLC		04/25/2023	Regular	0.00	297.55	85802
0120790 MAY23	Invoice	04/06/2023	GOLF-MAY23 CABLE/INTERNET SERV		0.00	297.55	
002723	EAGLE ROCK COMPANY OF COLO		04/25/2023	Regular	0.00	1,350.20	85803
10951048	Invoice	04/11/2023	GOLF-LIQUOR-PRO SHOP		0.00	297.90	
10990314	Invoice	04/17/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	836.30	
10990362	Invoice	04/13/2023	GOLF-LIQUOR-PRO SHOP		0.00	216.00	
000487	FORT LUPTON PACK & SHIP		04/25/2023	Regular	0.00	41.73	85804
4/7/23	Invoice	04/07/2023	GOLF-FEDEX-PRO SHOP		0.00	41.73	
000567	HIGH COUNTRY BEVERAGE CORP		04/25/2023	Regular	0.00	2,087.40	85805
W-6476936	Invoice	04/13/2023	GOLF-LIQUOR-PRO SHOP		0.00	435.60	
W-6479180	Invoice	04/17/2023	GOLF-LIQUOR-PRO SHOP		0.00	1,711.80	
W-67140056	Credit Memo	04/17/2023	GOLF-LIQUOR CREDIT		0.00	-60.00	
003120	HUDSON LOCKERS, INC		04/25/2023	Regular	0.00	380.00	85806
277	Invoice	04/11/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	100.00	
281	Invoice	04/17/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	280.00	
000999	SHAMROCK FOODS COMPANY		04/25/2023	Regular	0.00	3,529.80	85807
27733850	Invoice	04/10/2023	GOLF-FOOD-PRO SHOP		0.00	1,976.73	
27843362	Invoice	04/13/2023	GOLF-FOOD-PRO SHOP		0.00	1,117.27	
27850442	Invoice	04/17/2023	GOLF-FOOD-PRO SHOP		0.00	299.03	
27850443	Invoice	04/17/2023	GOLF-FOOD-PRO SHOP		0.00	136.77	
001052	SWIRE COCA-COLA, USA		04/25/2023	Regular	0.00	443.50	85808
24908204154	Invoice	04/14/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	443.50	
001072	THE ANTIGUA GROUP INC		04/25/2023	Regular	0.00	359.98	85809
AIN-3553212	Invoice	04/11/2023	GOLF-PULLOVERS-PRO SHOP		0.00	359.98	
002638	VICE SPORTING GOODS INC		04/25/2023	Regular	0.00	1,732.02	85810
#US23676656	Invoice	04/15/2023	GOLF-BALLS-PRO SHOP		0.00	1,217.58	
#US23676657	Invoice	04/15/2023	GOLF-BALLS-PRO SHOP		0.00	514.44	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
000024	ACE HARDWARE OF FORT LUPTON		04/27/2023	Regular	0.00	297.93	85811
98493	Invoice	04/18/2023	GOLF-SUPPLIES-MAINT		0.00	131.17	
98538	Invoice	04/20/2023	GOLF-MOUNTING TAPE-PRO SHOP		0.00	47.96	
98591	Invoice	04/24/2023	GOLF-IRRIGATION SUPPLIES-MAINT		0.00	29.33	
98599	Invoice	04/25/2023	GOLF-IRRIGATION SUPPLIES-MAINT		0.00	68.49	
98601	Invoice	04/25/2023	GOLF-CLEANING SUPPLIES-PRO SHOP		0.00	20.98	
000028	ACUSHNET COMPANY		04/27/2023	Regular	0.00	262.98	85812
915512962	Invoice	04/18/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	262.98	
002254	ADIDAS AMERICA INC		04/27/2023	Regular	0.00	114.00	85813
6159394079	Invoice	04/20/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	114.00	
000072	AMERICAN DRY GOODS		04/27/2023	Regular	0.00	3,970.48	85814
131441	Invoice	04/18/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	3,970.48	
001715	BUFFALO BRAND SEED		04/27/2023	Regular	0.00	5,507.50	85815
23-01251-2	Invoice	04/21/2023	GOLF-PAR MIX/STRAW-MAINT		0.00	3,812.50	
23-02209-OP	Invoice	04/21/2023	GOLF-LAWN MIX-MAINT		0.00	1,695.00	
002672	CREATIVE FABRICATIONS, LLC		04/27/2023	Regular	0.00	1,036.00	85816
2026	Invoice	03/11/2023	GOLF-T-MARKERS-MAINT		0.00	1,036.00	
002723	EAGLE ROCK COMPANY OF COLO		04/27/2023	Regular	0.00	164.00	85817
11005157	Invoice	04/24/2023	GOLF-BEVERAGES-PRO SHOP		0.00	164.00	
000417	EASY PICKER GOLF PRODUCTS		04/27/2023	Regular	0.00	529.28	85818
0189249-IN	Invoice	04/05/2023	GOLF-BASKETS-PRO SHOP		0.00	529.28	
000512	FUZION FIELD SERVICES LLC		04/27/2023	Regular	0.00	246.40	85819
286229	Invoice	04/24/2023	GOLF-PORTABLE RESTROOM RENTAL-MAINT		0.00	246.40	
000567	HIGH COUNTRY BEVERAGE CORP		04/27/2023	Regular	0.00	1,050.15	85820
W-6485239	Invoice	04/24/2023	GOLF-BEVERAGES-PRO SHOP		0.00	1,050.15	
003197	MONTY LEE STEPHEN		04/27/2023	Regular	0.00	183.50	85821
031823	Invoice	04/26/2023	GOLF-LOWE'S PURCHASE REIMBURSEMENT-...		0.00	183.50	
000862	O'REILLY AUTO PARTS		04/27/2023	Regular	0.00	184.83	85822
4489-452111	Invoice	04/18/2023	GOLF-BATTERY-MAINT		0.00	125.41	
4489-452155	Invoice	04/18/2023	GOLF-AIR FILTER-MAINT		0.00	19.99	
4489-452159	Invoice	04/18/2023	GOLF-SPARK PLUG-MAINT		0.00	3.91	
4489-452196	Credit Memo	04/18/2023	GOLF-FILTER, SPARK PLUG-MAINT		0.00	-45.90	
4489-453309	Invoice	04/24/2023	GOLF-VPOWER PLUG-MAINT		0.00	81.42	
000944	REPUBLIC NATIONAL DISTRIBUTING CO LLC		04/27/2023	Regular	0.00	226.55	85823
7030945	Invoice	04/19/2023	GOLF-BEVERAGES-PRO SHOP		0.00	226.55	
000999	SHAMROCK FOODS COMPANY		04/27/2023	Regular	0.00	700.15	85824
27870866	Invoice	04/24/2023	GOLF-FOOD/PACKAGING-PRO SHOP		0.00	700.15	
000246	SRIXON/CLEVELAND GOLF/XX10		04/27/2023	Regular	0.00	902.88	85825
7432155 SO	Invoice	04/12/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	902.88	
003200	SUNICE		04/27/2023	Regular	0.00	84.19	85826
U3523910	Invoice	04/21/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	84.19	
001895	TERMINIX		04/27/2023	Regular	0.00	163.00	85827
432143683	Invoice	04/10/2023	GOLF-PEST CONTROL-PRO SHOP		0.00	163.00	
002812	THE HUNTINGTON NATIONAL BANK		04/27/2023	Regular	0.00	11,745.89	85828
8274308	Invoice	04/16/2023	GOLF-TORO TURF PACKAGE-MAINT		0.00	11,745.89	
001105	TOSHIBA FINANCIAL SERVICES		04/27/2023	Regular	0.00	236.91	85829
499396703	Invoice	04/16/2023	GOLF-COPIER LEASE-PRO SHOP		0.00	236.91	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
003019	VICTORY FIRE PROTECTION		04/27/2023	Regular	0.00	150.00	85830
12460601	Invoice	04/22/2023	GOLF-HOOD INSPECTION-PRO SHOP		0.00	150.00	
001594	WILBUR-ELLIS COMPANY LLC		04/27/2023	Regular	0.00	1,558.03	85831
15442102	Credit Memo	04/26/2023	GOLF-FERTILIZER-MAINT		0.00	-89.25	
15620659	Invoice	04/19/2023	GOLF-FERTILIZER-MAINT		0.00	1,540.00	
15620871	Invoice	04/19/2023	GOLF-FERTILIZER-MAINT		0.00	107.28	
001224	XCEL ENERGY-GAS		04/27/2023	Regular	0.00	249.85	85832
825013908	Invoice	04/20/2023	GOLF-APR23 GAS SERVICE-PRO SHOP		0.00	249.85	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	61	37	0.00	44,144.14
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
	61	**37**	**0.00**	**44,144.14**

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Pooled Cash-Pooled Cash							
002968	COLORADO DEPARTMENT OF REVENUE		04/20/2023	Regular	0.00	42.31	100225
L0640655888	Invoice	04/20/2023	GF-MAR23 SALES TAX-FINANCE		0.00	42.31	
002968	COLORADO DEPARTMENT OF REVENUE		04/20/2023	Regular	0.00	24.81	100226
01539686 MAR23	Invoice	04/20/2023	REC-MAR23 SALES TAX		0.00	24.81	
000108	AUSMUS LAW FIRM PC		04/25/2023	Regular	0.00	13,000.00	100227
8080	Invoice	04/19/2023	GF-LEGAL FEES- CITY ATTORNEY		0.00	6,500.00	
8081	Invoice	04/19/2023	GF-LEGAL FEES- CITY ATTORNEY		0.00	6,500.00	
000031	ADAMSON POLICE PRODUCTS		04/25/2023	Regular	0.00	243.00	100228
INV394307	Invoice	04/03/2023	GF-UNIFORM PANT-PD		0.00	162.00	
INV394506	Invoice	04/06/2023	GF-UNIFORM PANT-PD		0.00	81.00	
000041	AGFINITY		04/25/2023	Regular	0.00	3,147.50	100229
H73906	Invoice	04/17/2023	GF-CHEMICAL FERTILIZER-PARKS		0.00	3,147.50	
000047	AIMS COMMUNITY COLLEGE		04/25/2023	Regular	0.00	42.00	100230
4/11/23	Invoice	04/11/2023	GF-K.LINES CPR-PD		0.00	42.00	
002941	AMERITAS LIFE INSURANCE CORP		04/25/2023	Regular	0.00	7,990.08	100231
010-57637-01 DEN...	Invoice	05/01/2023	GF-DENTAL INS FOR MAY-HR		0.00	7,042.84	
010-57637-02 VIS...	Invoice	05/01/2023	GF-VISION INS FOR MAY-HR		0.00	908.96	
010-57637-98 DEN...	Invoice	05/01/2023	GF-DENTAL INS FOR MAY-HR		0.00	33.28	
010-57637-99 VIS...	Invoice	05/01/2023	GF-VISION INS FOR MAY-HR		0.00	5.00	
000090	ANTHONY GOMEZ		04/25/2023	Regular	0.00	173.91	100232
4/3/23	Invoice	04/03/2023	GF-A.GOMEZ UNIFORM PANTS-PW SHOP		0.00	173.91	
002646	BAESSLER RESIDENTIAL COLORADO, LLC		04/25/2023	Regular	0.00	169.45	100233
4/18/23	Invoice	04/18/2023	GF-23FTL-00040-R REFUND OVERPAYMENT		0.00	169.45	
001646	BANK OF COLORADO		04/25/2023	Regular	0.00	76.05	100234
4/1/23	Invoice	04/01/2023	UF-MAR23 CNG FUEL CHARGES-W LINES		0.00	76.05	
000136	BG'S JAPANESE DESIGNS		04/25/2023	Regular	0.00	72.00	100235
6444A	Invoice	04/06/2023	GF-EMBROIDERY-PW SHOP		0.00	72.00	
002973	BOOTBARN INC		04/25/2023	Regular	0.00	150.00	100236
INV00250201	Invoice	04/18/2023	GF-R.JENKINS BOOTS-PW SHOP		0.00	150.00	
002853	BUCKEYE CLEANING CENTER		04/25/2023	Regular	0.00	1,724.95	100237
90491170	Invoice	04/18/2023	GF-REC-CUSTODIAL SUPPLIES		0.00	1,724.95	
000216	CHAMBER OF COMMERCE		04/25/2023	Regular	0.00	170.00	100238
253	Invoice	04/20/2023	REC-NOV LUNCHEON C.ROMANO-REC CENT...		0.00	15.00	
439	Invoice	04/20/2023	GF-DEC LUNCHEON MAGELSSEN-CITY ADM		0.00	15.00	
534	Invoice	04/20/2023	GF-FEB LUNCH CROSS,HANES,HUBBARD,MA...		0.00	80.00	
548	Invoice	04/20/2023	GF-MARCH LUNCHEON HANES,CROSS,MAGE...		0.00	60.00	
003290	EVANGELINE SERENIL		04/25/2023	Regular	0.00	65.00	100239
#2007182.001	Invoice	04/17/2023	REC-SHELTER RENTAL REFUND E.SERENIL		0.00	65.00	
000487	FORT LUPTON PACK & SHIP		04/25/2023	Regular	0.00	22.64	100240
4/1/23	Invoice	04/01/2023	GF-SHIPPING CHARGES-IT		0.00	22.64	
000551	H&J CARPET CLEANING		04/25/2023	Regular	0.00	280.00	100241
007891	Invoice	04/15/2023	GF-CARPET CLEANING-PLANNING		0.00	280.00	
000588	ID EDGE INC		04/25/2023	Regular	0.00	316.80	100242
99826	Invoice	04/17/2023	REC-PRINTER RIBBON		0.00	316.80	
000691	KONE INC		04/25/2023	Regular	0.00	140.80	100243
871008718	Invoice	04/18/2023	REC-MAINTENANCE		0.00	140.80	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
000716	LEONARD B. MEDOFF, Ph.D.		04/25/2023	Regular	0.00	350.00	100244
3/25/23	Invoice	04/13/2023	GF-PRE-EMPLOY PSYCH EVAL-PD		0.00	350.00	
000744	LOST CREEK GUIDE		04/25/2023	Regular	0.00	600.00	100245
21638	Invoice	04/05/2023	GF-FIELD OF HONOR AD-COM EVENTS		0.00	600.00	
000783	MEANDERING WITH MARY		04/25/2023	Regular	0.00	240.00	100246
4/18/23	Invoice	04/18/2023	CPR-APRIL CASINO TRIP-SENIORS		0.00	240.00	
001630	MEDICAL CENTER OF THE ROCKIES		04/25/2023	Regular	0.00	183.39	100247
3/31/23	Invoice	04/01/2023	GF-BLOOD DRAW-PD		0.00	183.39	
003014	MELISSA MEYERS		04/25/2023	Regular	0.00	544.00	100248
#2007181.001	Invoice	04/17/2023	REC-CAMP REFUND M.MEYERS		0.00	544.00	
000861	NVAA		04/25/2023	Regular	0.00	26.00	100249
4/13/23	Invoice	04/13/2023	CPR-NVAA CHECKS-ATHL		0.00	26.00	
000865	OFFICE DEPOT		04/25/2023	Regular	0.00	135.47	100250
2/27/23	Invoice	04/19/2023	GF-OFFICE SUPPLIES-CITY CL/ADMIN		0.00	77.73	
306679513001	Invoice	04/07/2023	GF-OFFICE SUPPLIES-FIN/ADMIN		0.00	14.64	
306680980001	Invoice	04/07/2023	GF-TABS-ADMIN		0.00	43.10	
000869	OPERATIONS MANAGEMENT INT		04/25/2023	Regular	0.00	128,063.10	100251
351230-24-05	Invoice	05/01/2023	OMI Monthly Allocations		0.00	128,063.10	
003289	OSCAR BECERRA		04/25/2023	Regular	0.00	220.00	100252
#2007180.001	Invoice	04/13/2023	REC-ROOM RENTAL REFUND O.BECERRA		0.00	220.00	
003288	PATRICIA SALAZAR		04/25/2023	Regular	0.00	50.00	100253
#2007178.001	Invoice	04/12/2023	REC-BASEBALL REFUND P.SALAZAR		0.00	50.00	
001943	PINNACOL ASSURANCE		04/25/2023	Regular	0.00	126,473.00	100254
21258242	Invoice	04/14/2023	WORK COMP INSURANCE		0.00	126,473.00	
000901	PLAINS EAST MECHANICAL SERVICES LLC		04/25/2023	Regular	0.00	3,896.13	100255
3760-1154	Invoice	04/19/2023	REC-HIGH HUMIDITY		0.00	250.00	
3761-1155	Invoice	04/19/2023	REC-THERMOSTAT MAINT		0.00	3,646.13	
000935	RAQUEL FERSZT		04/25/2023	Regular	0.00	390.00	100256
957493	Invoice	04/11/2023	GF-TRANSLATION SVCS-COURT		0.00	390.00	
003150	REDI SERVICES, LLC		04/25/2023	Regular	0.00	1,672.50	100257
0000021299	Invoice	04/18/2023	GF-PORTABLE TOILET SERV-PARKS		0.00	360.00	
0000021300	Invoice	04/18/2023	GF-PORTABLE TOILET SERV-PARKS		0.00	180.00	
0000021302	Invoice	04/18/2023	CPR-PORTABLE TOILET SERV-COM CTR		0.00	772.50	
0000021303	Invoice	04/18/2023	GF-PORTABLE TOILET SERV-PARKS		0.00	180.00	
0000021304	Invoice	04/18/2023	GF-PORTABLE TOILET SERV-PARKS		0.00	180.00	
000956	ROCKY MOUNTAIN LOW VOLTAGE		04/25/2023	Regular	0.00	135.00	100258
20230487	Invoice	04/01/2023	CPR-MONITOR U/L FIRE,ELEVATOR-COM CTR		0.00	135.00	
003155	SHIRTS BY CHA LLC		04/25/2023	Regular	0.00	577.50	100259
2144	Invoice	04/18/2023	GF-FIELD OF HONOR BANNERS-COM EVENT		0.00	577.50	
003230	SUN ACQ, LLC		04/25/2023	Regular	0.00	2,624.51	100260
3/20/23	Invoice	04/01/2023	GF-23FTL-00163-R REFUND OVERPAYMENT		0.00	848.38	
3/20/23-1	Invoice	04/01/2023	GF-23FTL-00165-R REFUND OVERPAYMENT		0.00	1,732.75	
4/10/23	Invoice	04/10/2023	GF-23FTL-00163-R REFUND OVERPAYMENT		0.00	43.38	
001105	TOSHIBA FINANCIAL SERVICES		04/25/2023	Regular	0.00	1,137.15	100261
498834167	Invoice	04/08/2023	Copier Lease		0.00	1,137.15	
001126	TYLER TECHNOLOGIES		04/25/2023	Regular	0.00	273.00	100262
025-417593	Invoice	04/01/2023	GF-INSITE FEES-COURT		0.00	215.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount (Vendor)	Discount Amount (Payable)	Payable Amount	Payment Amount	Number
025-418736	Invoice	04/01/2023	GF-TEXT NOTIFICATIONS-COURT			0.00	58.00		
001199	WELD COUNTY PUBLIC SAFETY IT		04/25/2023	Regular	0.00			135.62	100263
FORTLUPTONPD-...	Invoice	04/07/2023	GF-T.DEVICH RSA-PD			0.00	135.62		
003160	UNITEDHEALTHCARE INSURANCE COMPANY		04/26/2023	Regular	0.00			98,759.90	100264
259034886047	Invoice	05/01/2023	GF-HEALTH INS FOR MAY-HR			0.00	98,759.90		
003292	A CASINO EVENT INC.		05/02/2023	Regular	0.00			838.00	100265
#000052	Invoice	04/24/2023	100-1000-550100 Employee Apprecation Ev...			0.00	838.00		
000227	CHURCHICH RECREATION LLC		05/02/2023	Regular	0.00			7,878.00	100266
22-0100	Invoice	04/27/2023	Footings			0.00	3,508.00		
22-0104	Invoice	04/27/2023	Shelter install			0.00	4,370.00		
002915	COMCATE SOFTWARE INC		05/02/2023	Regular	0.00			4,093.95	100267
4/18/23	Invoice	04/19/2023	Annual ComCate Subscription/Code Enforc...			0.00	4,093.95		
000031	ADAMSON POLICE PRODUCTS		05/02/2023	Regular	0.00			1,735.04	100268
INV394723	Invoice	04/10/2023	GF-UNIFORMS-PD			0.00	407.04		
INV394824	Invoice	04/11/2023	GF-NAMEPLATES,ALTERATIONS-PD			0.00	30.00		
INV394904	Invoice	04/12/2023	GF-POLOS-CDM SVS			0.00	270.00		
INV394934	Invoice	04/12/2023	GF-UNIFORMS-PD			0.00	1,028.00		
002040	AMANDA RICE		05/02/2023	Regular	0.00			30.00	100269
#2007186.001	Invoice	04/25/2023	REC-5K REFUND			0.00	30.00		
001293	AMAZON.COM		05/02/2023	Regular	0.00			684.12	100270
1HY3-NHRN-D14Y	Invoice	04/05/2023	GF-SUPPLIES-PLANNING			0.00	684.12		
001820	BADGER METER		05/02/2023	Regular	0.00			14,317.06	100271
1572161	Invoice	04/14/2023	UF-METERS-W LINES			0.00	14,317.06		
002835	BRANDING BY BRE		05/02/2023	Regular	0.00			3,100.00	100272
1181	Invoice	05/01/2023	GF-MAY23 SOCIAL MEDIA MANAGEMENT-CI...			0.00	3,100.00		
002853	BUCKEYE CLEANING CENTER		05/02/2023	Regular	0.00			224.76	100273
90494300	Invoice	04/21/2023	GF-AEROSOL,URINAL SCREEN-B&G			0.00	224.76		
000216	CHAMBER OF COMMERCE		05/02/2023	Regular	0.00			60.00	100274
051023	Invoice	04/26/2023	GF-MAY LUNCHEON-LEGIS			0.00	60.00		
000269	COLORADO ASPHALT SVCS		05/02/2023	Regular	0.00			2,114.00	100275
0062227	Invoice	04/13/2023	GF-ASPHALT-STREETS			0.00	2,114.00		
000307	COMCAST CABLE COMM, LLC		05/02/2023	Regular	0.00			431.74	100276
0147405 APR23	Invoice	04/26/2023	CPR-INTERNET/PHONE APR23-MUSEUM			0.00	211.64		
0164533 MAY23	Invoice	04/13/2023	GF-MAY23 CABLE/INTERNET-PW			0.00	220.10		
001881	HALO BRANDED SOLUTIONS INC		05/02/2023	Regular	0.00			498.00	100277
1000429039	Invoice	04/20/2023	GF-SHIRTS-PW SHOP			0.00	498.00		
000616	J & T CONSULTING INC		05/02/2023	Regular	0.00			5,763.35	100278
2801	Invoice	04/21/2023	SWTX/UF-WATER RESOURCE PLANNING-WTP			0.00	5,763.35		
003293	JAILENE HERNANDEZ		05/02/2023	Regular	0.00			65.00	100279
#2007184.001	Invoice	04/24/2023	REC-SHELTER RENTAL REFUND			0.00	65.00		
000735	LL JOHNSON DISTRIBUTING		05/02/2023	Regular	0.00			2,643.21	100280
1149823-00	Invoice	04/18/2023	GF-FLANGE,BOLTS,VALVES-PARKS			0.00	2,643.21		
000865	OFFICE DEPOT		05/02/2023	Regular	0.00			1,026.86	100281
306659935001	Invoice	04/13/2023	GF-ENVELOPES,INDEX-FIN			0.00	99.75		
306661106001	Invoice	04/13/2023	GF-WALL CALENDAR-FIN			0.00	15.99		
306661109001	Invoice	04/13/2023	GF-TONER-FIN			0.00	911.12		

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
000901	PLAINS EAST MECHANICAL SERVICES LLC		05/02/2023	Regular	0.00	3,673.58	100282
3758-1153	Invoice	04/18/2023	REC-PUMP,VALVE REPAIR		0.00	3,373.58	
3791-1156	Invoice	04/18/2023	GF-HEATER REPAIR-PARKS		0.00	100.00	
3792-1158	Invoice	04/18/2023	REC-HEATER REPAIR		0.00	200.00	
001040	STERICYCLE		05/02/2023	Regular	0.00	66.91	100283
3006439106	Invoice	05/01/2023	REC-BIOHAZARD		0.00	66.91	
002694	SYMMETRY ENERGY SOLUTIONS LLC		05/02/2023	Regular	0.00	2,578.00	100284
16367244	Invoice	04/24/2023	REC-FUEL		0.00	2,578.00	
001101	TODD HODGES DESIGN, LLC		05/02/2023	Regular	0.00	7,635.00	100285
3511	Invoice	04/24/2023	GF-PLANNING SRVCS 4/10-4/23-PLANNING		0.00	7,635.00	
001105	TOSHIBA FINANCIAL SERVICES		05/02/2023	Regular	0.00	283.52	100286
499656064	Invoice	04/20/2023	GF-BSMT COPIER LEASE-IT		0.00	283.52	
001137	UNITED POWER		05/02/2023	Regular	0.00	181.89	100287
10213507 APR23	Invoice	04/17/2023	GF-1200 DEXTER ELECTRIC-FAC		0.00	181.89	
001224	XCEL ENERGY-GAS		05/02/2023	Regular	0.00	819.89	100288
825383937	Invoice	04/24/2023	GF-CITY HALL, GENERATOR, PLANNING GAS-...		0.00	819.89	
000040	AFLAC		05/02/2023	Regular	0.00	2,848.26	100289
423960	Invoice	05/01/2023	GF-SUPP INS FOR APR-HR		0.00	2,848.26	
001035	STANDARD INSURANCE CO.		05/02/2023	Regular	0.00	6,555.13	100290
00 759761 0001 ...	Invoice	05/01/2023	LI, AD&D, LTD, STD Ins Prem		0.00	6,555.13	
000119	BANK OF COLORADO		04/21/2023	Bank Draft	0.00	6,566.69	DFT0002154
INV0001363	Invoice	04/21/2023	HSA DISTRIBUTION		0.00	6,566.69	
000119	BANK OF COLORADO		04/21/2023	Bank Draft	0.00	865.83	DFT0002155
INV0001364	Invoice	04/21/2023	HSA DISTRIBUTION		0.00	865.83	
001416	VALIC_1		04/21/2023	Bank Draft	0.00	43,415.03	DFT0002156
INV0001365	Invoice	04/21/2023	VALIC - 457(b) $ Contributions		0.00	43,415.03	
001265	IRS		04/21/2023	Bank Draft	0.00	71,689.78	DFT0002157
INV0001366	Invoice	04/21/2023	Federal Withholding		0.00	71,689.78	
001418	CO DEPARTMENT OF REVENUE		04/21/2023	Bank Draft	0.00	12,610.00	DFT0002158
INV0001367	Invoice	04/21/2023	CO Withholding		0.00	12,610.00	
001416	VALIC_1		04/21/2023	Bank Draft	0.00	24.72	DFT0002159
INV0001368	Invoice	04/21/2023	VALIC - Regular Plan Retirement Contributio...		0.00	24.72	
001265	IRS		04/21/2023	Bank Draft	0.00	42.02	DFT0002160
INV0001369	Invoice	04/21/2023	Federal Withholding		0.00	42.02	
001418	CO DEPARTMENT OF REVENUE		04/21/2023	Bank Draft	0.00	4.00	DFT0002161

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
INV0001370	Invoice	04/21/2023	CO Withholding		0.00	4.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	93	66	0.00	464,482.84
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	8	0.00	135,218.07
EFT's	0	0	0.00	0.00
	101	**74**	**0.00**	**599,700.91**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	154	103	0.00	508,626.98
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	8	0.00	135,218.07
EFT's	0	0	0.00	0.00
	162	**111**	**0.00**	**643,845.05**

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	4/2023	44,144.14
999	POOLED CASH/CONSOLIDATED CASH	4/2023	529,555.64
999	POOLED CASH/CONSOLIDATED CASH	5/2023	70,145.27
			643,845.05

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
APRIL 18, 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, April 18, 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, David Crespin, Carlos Barron, and Claud Hanes. Councilmember Chris Ceretto was absent.

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, and Finance Director, Leann Perino.

PROCLAMATION

Mayor Hubbard read the Crime Victim's Rights Week Proclamation and proclaimed the week of April 23rd – April 29th "Crime Victim's Rights Week" in the City of Fort Lupton.

PERSONS TO ADDRESS COUNCIL

There was no one to address the Mayor or Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the April 18, 2023, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- April 4, 2023 City Council Meeting Minutes
- April 4, 2023 Marijuana Licensing Authority Meeting Minutes
- Accepting an Application and Approving a Resolution 2023R016 ESTABLISHING ALL OF

THE CITY OF FORT LUPTON AS THE NEIGHBORHOOD FOR THE APPLICATION SUBMITTED BY TAQUERIA LOS CAZOS, LLC DBA TAQUERIA LOS CAZOS FOR A HOTEL AND RESTAURANT LICENSE AT 123 1ST STREET AND SETTING A PUBLIC HEARING FOR MAY 16, 2023, FOR CONSIDERATION OF THE APPLICATION (AM 2023-067)

- Approving the Purchase of a Dell Unity 380 Hybrid DPE DS Storage Access Network for an Amount not to Exceed $63,529.88, Allocated from the General Fund IT Department (AM 2023-068)
- Approving Camera Installation at the Clean Water Plant for an Amount Not to Exceed $37,418.75, Allocated from the Utility Fund (AM 2023-069)
- Accepting a Proposal from CXT Precast Concrete Products for the Community Center Park Renovation Project Restrooms / Splash Pad Mechanical Pump Room for an Amount Not to Exceed $321,139.70 to be Paid from the Capital Improvements Program, Parks Department (AM 2023-070)
- Approval of The Great Outdoor Colorado (GOCO) – Community Impact Program Grant Application for the Community Park Renovation Project Which was Requested in January 2023 has been Approved in the Amount of $790,000 with a Grant Period of March 21, 2023 – March 31, 2025 (AM 2023-073)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2023-071 Authorize the Mayor to Execute a Municipal Water Agreement with Central Weld County Water District to Provide Potable Water Service To Designated Areas of the City

Central Weld County Water District (CWCWD) currently has potable service to the west of the river that includes delivery infrastructure. In an effort to utilize a cost-effective manner towards growth and avoid unnecessarily duplicate infrastructure the City has worked with CWCWD to provide potable water service to the City's growth area west of the river.

The City and CWCWD utilize the same water sources from the Northern Water district. This allows for an easy raw water transfer from the City to CWCWD for treatment and delivery to those that will be served in the City on the west side of the river. This partnership will allow the City to continue its comprehensive growth plan on the west side of the river.

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

It was moved by Claud Hanes and seconded by Carlos Barron to Authorize the Mayor to Execute a Municipal Water Agreement with Central Weld County Water District to Provide Potable

Water Service To Designated Areas of the City. Motion passed unanimously on roll call vote.

AM 2023-072 Authorize the Mayor's Signature on Amendment 4 to the Jacobs Contract for a Supplemental Base Fee Increase

Appendix F of the Jacobs contract contains a base fee adjustment formula which considers the Consumer Price Index and the Employment Cost Index. Over the last four years, Jacobs is 3.03% ($39,938) behind the suggested base fee increase. This has contributed to difficulties hiring and retaining qualified employees. Jacobs is requesting a 2.58% ($29,693) base fee increase, to be retro billed from January. The entirety of this supplemental increase will be invested in hiring a Lead Mechanic and supplementing the salaries of existing employees, assisting with employee retention.

The below table shows the previous 4 years of the default increase suggested by the contract, as well as the actual increase for that year. In the last 5 years, this is the first year Jacobs has requested an increase above the default formula.

Annual Escalation			
	Default	Actual	Difference
CY21	2.22%	2.22%	0.00%
CY22	1.67%	1.67%	0.00%
CY23	4.15%	3.70%	0.45%
CY24	7.08%	4.50%	2.58%
TOTAL	15.12%	12.10%	**3.03%**

Annual Base Fee			
	Default	Actual	City Savings
CY21	1,091,636	1,091,636	-
CY22	1,109,898	1,109,898	-
CY23	1,155,911	1,150,964	4,947
CY24	1,237,748	1,202,757	34,991
TOTAL			**39,938**

It was moved by David Crespin and seconded by Valerie Blackston to Authorize the Mayor's Signature on Amendment 4 to the Jacobs Contract for a Supplemental Base Fee Increase. Motion passed unanimously on roll call vote.

STAFF

Doug Cook, Recreation Manager, thanked everyone who came to participate in the groundbreaking ceremony to commemorate the start of construction for the Community Center Park Renovation Project.

Leann Perino, Finance Director, mentioned Weld County notified her that a property tax payer applied for abatement in 2020, 2021, and 2022. Which is going to cost the County 9 million dollars. $364,000.00 will be withheld from Fort Lupton's property tax to repay the loss. She stated there is an option to file a new mil levy to cover the loss which she may discuss at a future townhall meeting.

Aaron Richardson, Jacobs Project Manager, stated May 8th – May 13th is national drinking water week. The Waste Water Treatment Plant will be hosting an open house on May 13th and encouraged citizens to come down and take a tour of the water treatment plant.

MAYOR/COUNCIL REPORTS

There were no reports from the Mayor or Council.

FUTURE CITY EVENTS

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.
May 7, 2023	Cinco de Mayo 5k Run/Walk, Rail Road Park 7:30 a.m.
May 9, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT
The meeting adjourned at 6:18 p.m.

Submitted by,

____
Maricela Peña, City Clerk

Approved by City Council,

____
Zo Hubbard, Mayor

ORDINANCE NO. 2023-1154

INTRODUCED BY: CLAUD HANES

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 SECOND PROVIDING OTHER MATTERS RELATING THERETO.

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

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 Attorney

City Council Meeting
Date: May 2, 2023
Staff: Roy Vestal,
Public Works Director

AM 2023-074
Public Hearing☐

SUBJECT FOR DISCUSSION
Approving a Resolution for 2023 Outdoor Water Restrictions to be Effective June 1, 2023

SUMMARY STATEMENT/BACKGROUND DISCUSSION
The City of Fort Lupton's Drought Mitigation Plan and Northern Colorado Water Conservancy District provide information regarding irrigation restrictions, benefits to water restriction and should be implemented on an annual basis. The proposed resolution defines the Year 2023 Water Restrictions, which will begin June 1, 2023 ending August 31, 2023.

The Resolution includes exemptions for new sod or seed, vehicle washing with shut-off nozzles, commercial car washes and irrigating with non-potable water systems.

FINANCIAL CONSIDERATIONS
N/A

LEGAL/POLITICAL CONSIDERATIONS
N/A

ALTERNATIVES/OPTIONS
None

STAFF RECOMMENDATIONS
Staff recommends approval of the Resolution to implement water conservation for the City.

Attachments: a. Proposed Resolution

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

RESOLUTION NO. 2023Rxx

A RESOLUTION OF THE CITY OF FORT LUPTON CITY COUNCIL APPROVING WATER USE RESTRICTIONS FOR 2023

WHEREAS, Colorado and the Front Range region continues drought conditions for the past several years, requiring water conservation and other measures; and

WHEREAS, Fort Lupton was included in that drought area and may experience reduction or other limitations in its water supplies; and

WHEREAS, certain measures are necessitated to protect the community's water supplies due to the drought.

WHEREAS, due to heat and other natural processes, outdoor watering during the day evaporates much faster than watering during the evening thus requiring more water to accomplish the same task; and

WHEREAS, the Fort Lupton Municipal Code requires publication in the newspaper prior to the effective date of the restriction and such notice shall be published; and

WHEREAS, there is the need to implement exemptions; watering with nonpotable water systems, Commercial Car Wash(s) and newly installed lawns.

NOW, THEREFORE, BE IT RESOLVED that the City of Fort Lupton approves the 2023 water restrictions as defined in Exhibit "A".

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 2nd DAY OF MAY, 2023.

City of Fort Lupton, Colorado

____
Zo Hubbard, Mayor

Attest:

____
Maricela Peña, City Clerk

Approved as to form:

____
Andy Ausmus, City Attorney

<u>Exhibit A</u>

CITY OF FORT LUPTON
2023 WATER USE RESTRICTIONS

1. No outside watering will be allowed between the hours of 10:00 am and 6:00 pm from June 1, 2023 through August 31, 2023.

2. Exceptions/Exclusions:

   a. Nonpotable irrigation system in use.

   b. New lawns (new sod or seed) may receive one three week waiver, per address, per calendar year, to be allowed to water during restricted times. Waivers must be applied for at City Hall and once received, must be prominently displayed in a window facing the street or, if there is no window, a door facing the street will be accepted. Waivers will be granted during the period June 1, 2023 through August 31, 2023.

   c. Vehicles may be washed at residential locations, provided that bucket or a hand-held hose attached to a shut-off nozzle is utilized. Washing a car during prohibited times with a hose that does not contain a shut-off nozzle will be considered a violation of the outdoor water use restrictions.

   d. Commercial car washes.

City Council Meeting
Date: May 2, 2023
Staff: Roy Vestal,
Public Works Director

AM 2023-075
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving the Release of the Temporary Construction Easement Agreement with John J. and Cynthia J. Fitzsimmons for Construction of the City's Augmentation Structure from the Fulton Ditch

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City was granted a temporary construction easement for construction of the Augmentation Irrigation Ditch/Pipe Line Project on February 27, 2014. The project was completed in 2015 and all conditions of the agreement have been met.

The title company is requiring the release in order to clear the property for sale. The pipeline easement is still in place and has been incorporated into the subdivision plat for this property.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

A. Approve the Easement Release
B. Reject release.
C. Delay action on the release to gather more information.

STAFF RECOMMENDATIONS

City staff recommends approval of the Release of the Easement Agreement with the Fitzsimmons.

Attachments:
a. Release and Termination of Easement
b. Original Temporary Easement Agreement

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

RELEASE and TERMINATION OF EASEMENT

1. **PARTIES and PURPOSE**. The Parties are John J. and Cynthia J. Fitzsimmons ("Owners") and the City of Fort Lupton ("City"). The purpose of this Release and Termination of Easement is to codify the Parties' mutual agreement to release and terminate the temporary construction easement recorded on April 10, 2014 in the public records of Weld County, Colorado at **reception number 4008104**.

2. **PROPERTY.** The property upon which the temporary construction agreement was recorded is more accurately described in **Exhibit A**, which is attached hereto and incorporated herein.

3. **RELEASE AND TERMINATION**. The temporary construction agreement is no longer needed and termination of the easement is agreed upon by all parties hereto to release the property from the recorded encumbrance.

4. **SATISFACTION OF CONDITIONS**. All conditions of the temporary construction easement have been satisfied pursuant to paragraph 1 of the easement document.

THEREFORE, be it known that the Temporary Construction Easement recorded at **reception number 4008104** in the public records of the Weld County Clerk and Recorder's office is hereby released and terminated this ___ day of __________, 2023.

OWNERS:

___________________________ ___________________________

The foregoing document was executed before me by

____on the ___ day of _________, 2023.

___________________________ ___________________________

NOTARY PUBLIC MY COMMISSION EXPIRES

CITY OF FORT LUPTON, COLORADO

____

The foregoing document was executed before me by _______________________ on the ___ day of ___________, 2023.

___________________________ __________________________

NOTARY PUBLIC MY COMMISSION EXPIRES

4008104 Pages: 1 of 6
04/10/2014 08:44 AM R Fee:$36.00
Steve Moreno, Clerk and Recorder, Weld County, CO

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT, made 27th day of February, 2014, between John J. and Cynthia J. Fitzsimmons whose address is 92 Switzerland Trail, Nederland, CO 80466 (mailing address is P.O. Box 1412, Nederland, CO 80466) ("Owner"), and City of Fort Lupton located at 130 South McKinley Avenue, Fort Lupton, Colorado 80621 ("City").

WITNESSETH

WHEREAS, the Owner owns certain property located within Weld County and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, City requires the Property for the construction of the Augmentation Irrigation Ditch/Pipe LineProject (the "Project"), located in Weld County.

NOW THEREFORE, in consideration of the sum of Ten DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Owner hereby grants to City a Temporary Construction Easement on the Property for the purpose of performing the necessary construction activities related to the Project.

Said Temporary Construction Easement is granted for a one year term commencing upon receipt of written notification to the Owner of City's intent to commence Project work on the Property and an option to extend this Temporary Easement on a month to month basis not to exceed one (1) year from the date of expiration of the initial term.

1. As a condition to the grant of this Temporary Construction Easement, City covenants and agrees to restore the Property, including landscaping, fences, or other improvements to a condition comparable to its original condition.

2. During the term of this Temporary Construction Easement, Owner shall not erect or construct, or allow to be erected or constructed any building or other structure within said Temporary Construction Easement, which may interfere with City's full enjoyment of the rights hereunder.

4. The parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.

5. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

6. This Agreement shall bind the parties when fully executed.

IN WITNESS WHEREOF, the undersigned has set his hand hereto on the day and year first above written.

4008104 Pages: 2 of 6
04/10/2014 08:44 AM R Fee:$36.00
Steve Moreno, Clerk and Recorder, Weld County, CO

OWNER:

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 4th day of March 2014 by John and Cynthia Fitzsimmons.

WITNESS my hand and official seal.

My commission expires: 8/7/2016

WESLEY WOLF
Notary Public
State of Colorado
Notary ID 20124048778
My Commission Expires Aug 7, 2016

Notary Public

City of Fort Lupton

[redacted]
By:

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 5th day of March 2014 by Claud Hanes as City Administrator of the City of Fort Lupton.

WITNESS my hand and official seal.

My commission expires: 3/1/2015

Notary Public

'EXHIBIT A'

A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES LOCATED IN THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 9 TO BEAR NORTH 00°48'42" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 9; THENCE NORTH 00°48'42" WEST, COINCIDENT WITH SAID WEST LINE, A DISTANCE OF 1259.15 FEET; THENCE SOUTH 89°57'48" EAST, A DISTNACE OF 55.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 29 AND THE TRUE POINT OF BEGINNING; THENCE NORTH 00°48'42" WEST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°57'48" EAST, A DISTANCE OF 491.51 FEET; THENCE SOUTH 49°57'48" EAST, A DISTANCE OF 39.33 FEET; THENCE SOUTH 40°02'12" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 49°57'48" WEST, A DISTANCE OF 51.54 FEET; THENCE SOUTH 40°02'12" WEST, A DISTANCE OF 19.40 FEET; THENCE NORTH 89°57'48" WEST, A DISTANCE OF 449.96 FEET TO THE TRUE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 15,367 SQUARE FEET OR 0.353 ACRES, MORE OR LESS.

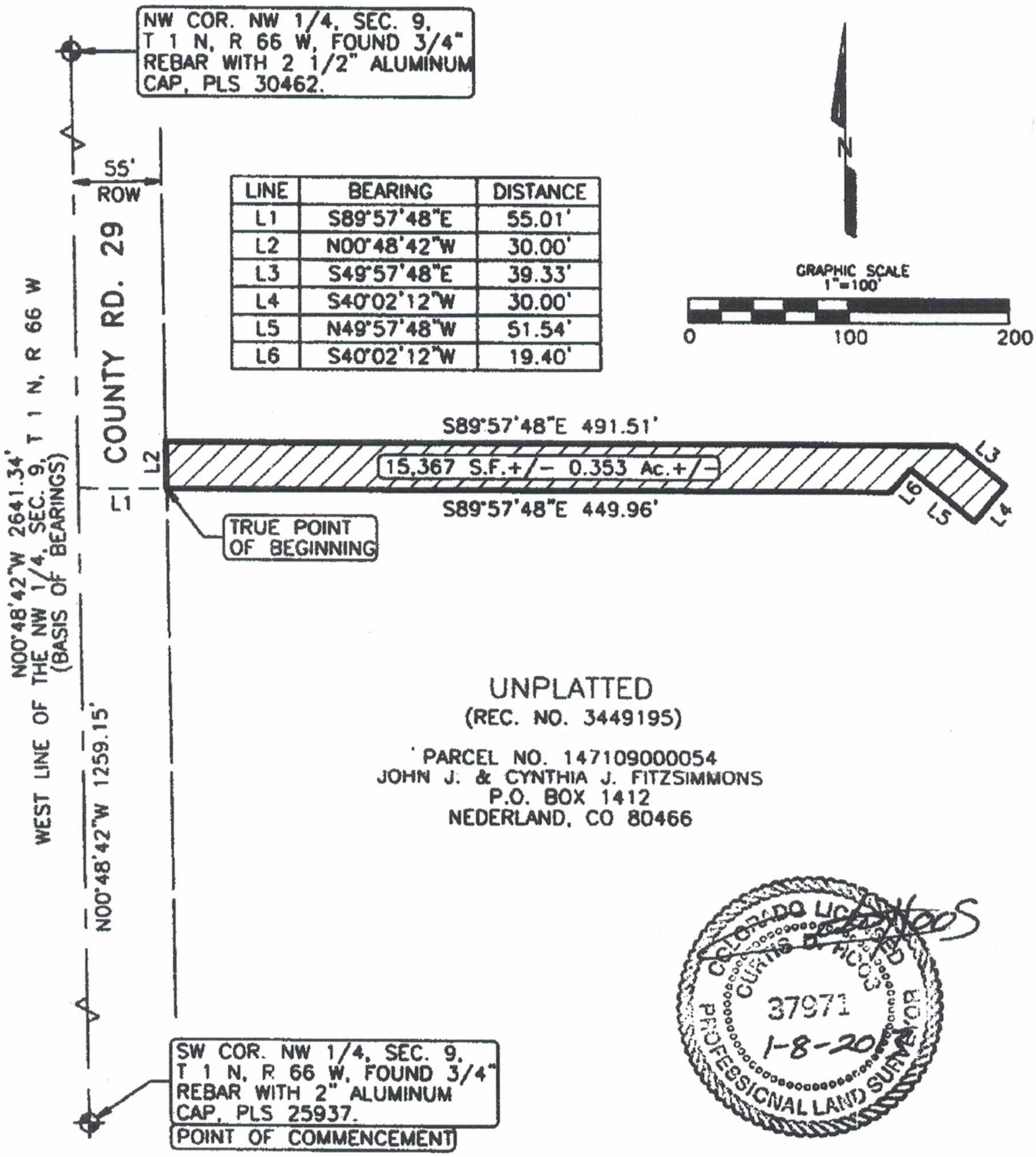
PREPARED BY:
CURTIS D. HOOS, PLS 37971
FOR AND ON BEHALF OF:
AMERICAN WEST LAND SURVEYING CO.
A COLORADO CORPORATION

COLORADO LICENSED CURTIS D. HOOS 37971 1-8-2014 PROFESSIONAL LAND SURVEYOR

(SHEET 1 OF 2)

4008104 Pages: 4 of 6
04/10/2014 08:44 AM R Fee:$36.00
Steve Moreno, Clerk and Recorder, Weld County, CO

'EXHIBIT A'



LINE	BEARING	DISTANCE
L1	S89°57'48"E	55.01'
L2	N00°48'42"W	30.00'
L3	S49°57'48"E	39.33'
L4	S40°02'12"W	30.00'
L5	N49°57'48"W	51.54'
L6	S40°02'12"W	19.40'

NOTE: THIS DRAWING IS MEANT TO DEPICT THE ATTACHED DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. NOTE: THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AMERICAN WEST LAND SURVEYING CO. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

⊕ = ALIQUOT MONUMENT, AS NOTED.

PARCEL NO. 147109000054
JOHN J. & CYNTHIA J. FITZSIMMONS

DRAWN BY: CDH
FIELD: CDH
JAN. 8, 2014
PAGE 2 OF 2

American West Land Surveying Co.
A Colorado Corporation

PO Box 129, Brighton, CO 80601 * P 303-659-1532 F 303-655-0575 * AMWESTLS.COM

'EXHIBIT A'

A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES LOCATED IN THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 9 TO BEAR NORTH 00°48'42" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 9; THENCE NORTH 00°48'42" WEST, COINCIDENT WITH SAID WEST LINE, A DISTANCE OF 1209.15 FEET; THENCE SOUTH 89°57'48" EAST, A DISTNACE OF 55.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 29 AND THE TRUE POINT OF BEGINNING; THENCE NORTH 00°48'42" WEST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°57'48" EAST, A DISTANCE OF 453.23 FEET; THENCE SOUTH 49°57'48" EAST, A DISTANCE OF 29.00 FEET; THENCE SOUTH 40°02'12" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 49°57'48" WEST, A DISTANCE OF 21.72 FEET; THENCE NORTH 89°57'48" WEST, A DISTANCE OF 445.65 FEET TO THE TRUE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 9496 SQUARE FEET OR 0.218 ACRES, MORE OR LESS.

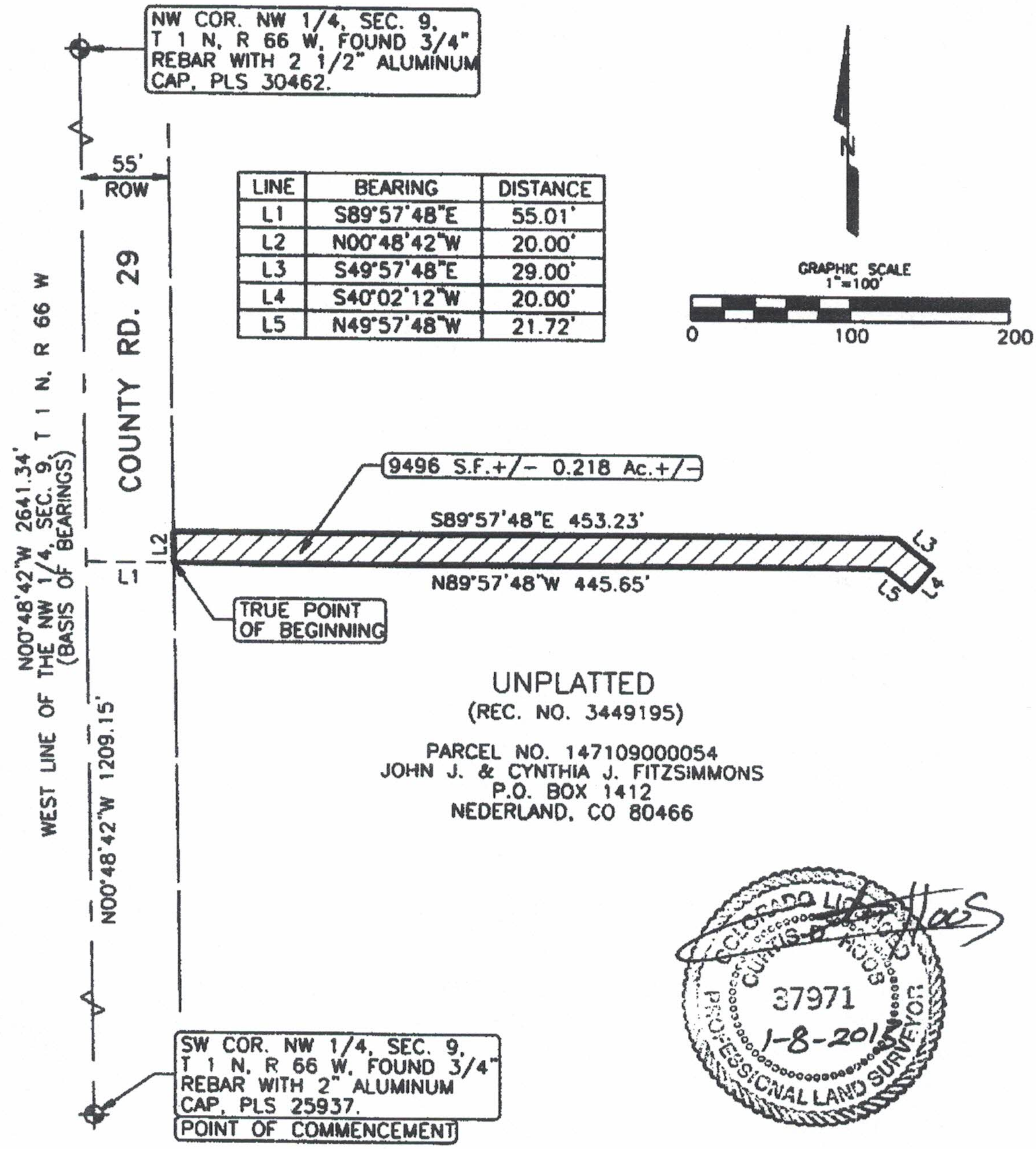
PREPARED BY:
CURTIS D. HOOS, PLS 37971
FOR AND ON BEHALF OF:
AMERICAN WEST LAND SURVEYING CO.
A COLORADO CORPORATION

Curtis Hoos
37971
1-8-2013
PROFESSIONAL LAND SURVEYOR

(SHEET 1 OF 2)

4008104 Pages: 6 of 6
04/10/2014 08:44 AM R Fee:$36.00
Steve Moreno, Clerk and Recorder, Weld County, CO

'EXHIBIT A'



LINE	BEARING	DISTANCE
L1	S89°57'48"E	55.01'
L2	N00°48'42"W	20.00'
L3	S49°57'48"E	29.00'
L4	S40°02'12"W	20.00'
L5	N49°57'48"W	21.72'

NOTE: THIS DRAWING IS MEANT TO DEPICT THE ATTACHED DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. NOTE: THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AMERICAN WEST LAND SURVEYING CO. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

⌖ = ALIQUOT MONUMENT, AS NOTED.	DRAWN BY: CDH FIELD: CDH	American West Land Surveying Co. A Colorado Corporation
PARCEL NO. 147109000054 JOHN J. & CYNTHIA J. FITZSIMMONS	JAN. 8, 2014 PAGE 2 OF 2	

PO Box 129, Brighton, CO 80601 * P 303-659-1532 F 303-655-0575 * AMWESTLS.COM

Fort Lupton COLORADO

City Council Meeting
Date: May 2, 2023
Staff: Travis Aksamitowski,
IT Director

AM 2023-076
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving the Purchase of 40 Dell Latitude Laptops for an Amount Not to Exceed $69,686.40, Allocated From the General Fund- IT Department

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Information Technology (IT) began working on a system refresh last year for staff and opted to convert from desktops to laptops for the majority of City staff. IT is asking for approval to purchase 40 Dell Latitude 3540, XCTO laptops with docking stations for City staff who has not received a laptop, for an amount not to exceed $69,686.40. Laptops will allow City staff to work remotely (if allowed by their supervisor) as well as allowing staff to have a laptop available when traveling to conferences or meetings. The laptops will include Pro Support plus a five-year Warranty with Accidental Insurance thru Dell.

FINANCIAL CONSIDERATIONS

The IT Department budgeted $240,000 in the general fund to purchase laptops in 2023.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Council approves the purchase of the 40 Dell Latitude 3540, XTCO laptops
Council elects to have IT look into desktops rather than laptops

STAFF RECOMMENDATIONS

IT recommends the purchase of the Dell Latitude 3540, XCTO laptops with docking units

Attachments: a. Dell Quote US_Quote_3000150811696.1

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

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we’ve created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000150811696.1**
Total	**$69,686.40**
Customer #	7507260
Quoted On	Apr. 20, 2023
Expires by	May. 20, 2023
Contract Name	Dell NASPO Computer Equipment PA - Colorado
Contract Code	C000000013246
Customer Agreement #	MNWNC-108 / 2016-0000-0000-0105
Deal ID	25656359

Sales Rep	Andrew Rivera
Phone	(800) 456-3355, 6179133
Email	Andrew_Rivera2@Dell.com
Billing To	TRAVIS AKSAMITOWSKI CITY OF FORT LUPTON 130 S MCKINLEY AVE FORT LUPTON, CO 80621-1343

Message from your Sales Rep

Please review the quotation and let me know if you have any questions or concerns, or if you need assistance in placing the order. Thank you choosing Dell.

Regards,
Andrew Rivera

Shipping Group

Shipping To

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

Shipping Method

Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Dell Latitude 3540	**$1,531.20**	**40**	**$61,248.00**
Dell Thunderbolt 4 Dock- WD22TB4	**$210.96**	**40**	**$8,438.40**

Subtotal:	**$69,686.40**
Shipping:	**$0.00**
Non-Taxable Amount:	**$69,686.40**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$69,686.40**

Shipping Group Details

Shipping To	Shipping Method
TRAVIS AKSAMITOWSKI CITY OF FORT LUPTON 130 S MCKINLEY AVE FORT LUPTON, CO 80621-1343 (303) 857-6694	Standard Delivery Free Cost

		Quantity	Subtotal
Dell Latitude 3540 Estimated delivery if purchased today: May. 16, 2023 Contract # C000000013246 Customer Agreement # MNWNC-108 / 2016-0000-0000-0105	**$1,531.20**	**40**	**$61,248.00**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 3540, XCTO	210-BGDY	-	40	-
13th Gen Intel Core i7-1355U (12 MB cache, 10 cores, up to 5.00 GHz Turbo)	379-BFBM	-	40	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	40	-
Integrated Intel(R) Iris(R) Xe or UHD Graphics for i7-1355U Processor	338-CHQL	-	40	-
No Microsoft Office License Included	658-BCSB	-	40	-
32 GB, 2 x 16 GB, DDR4, 3200 MT/s	370-AHMR	-	40	-
1 TB, M.2 2280, PCIe NVMe, SSD, Class 40	400-BPLV	-	40	-
15.6", FHD 1920x1080, 60Hz, WVA/IPS, Non-Touch, Anti-Glare, 250 nit, NTSC 45%, FHD+IR Camera, WLAN	391-BHIT	-	40	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIE	-	40	-
Intel AX201/AX211 WLAN Driver	555-BJDV	-	40	-
Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BHHU	-	40	-
3-cell, 54 Wh, ExpressCharge™ Capable, ExpressCharge™ Boost Capable	451-BDBR	-	40	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	40	-
65W AC rugged adapter, USB Type-C, TCO Gen9 compliant	492-BDIF	-	40	-
Palmrest, No Fingerprint Reader, No SIM slot	346-BJBD	-	40	-
Foxit PDF Editor v12	634-BZSL	-	40	-
E4 Power Cord 1M for US	450-AMEI	-	40	-
Quick Start Guide for 3540	340-DDPB	-	40	-
ENERGY STAR Qualified	387-BBLW	-	40	-
Custom Configuration	817-BBBB	-	40	-
Dell Additional Software	658-BFQB	-	40	-
Mix Package	340-DGMF	-	40	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	40	-
Latitude 3540 Bottom Door, Integrated graphics	321-BJPW	-	40	-
Intel Rapid Storage Technology Driver	409-BCWT	-	40	-
Intel vPro Management Disabled	631-BBBB	-	40	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	40	-

Dell Limited Hardware Warranty	997-6727	-	40	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-6748	-	40	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-6757	-	40	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-6762	-	40	-
ProSupport Plus: Next Business Day Onsite, 4 Year Extended	997-6766	-	40	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-6775	-	40	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	40	-

		Quantity	Subtotal
Dell Thunderbolt 4 Dock- WD22TB4	**$210.96**	**40**	**$8,438.40**

Estimated delivery if purchased today:
Apr. 26, 2023
Contract # C000000013246
Customer Agreement # MNWNC-108 / 2016-0000-0000-0105

Description	SKU	Unit Price	Quantity	Subtotal
BASE,DS,WD22TB4 US 180W	210-BDQH	-	40	-
Advanced Exchange Service, 3 Years	872-8550	-	40	-
Dell Limited Hardware Warranty	872-8557	-	40	-

Subtotal:	**$69,686.40**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$69,686.40**

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

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

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

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

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

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

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

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

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

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either $20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

City Council Meeting
Date: May 2, 2023
Staff: Kaela Friedlan,
Deputy City Clerk

AM 2023-079
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of Donald "Doug" Walker to the Golf Committee for a Term Beginning May 2, 2023, and Ending December 31, 2023

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Doug Walker submitted an application to serve on the Golf Committee. Mr. Walker has previously served on the golf committee and is interested in serving on the Golf Committee again. 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

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

STAFF RECOMMENDATIONS

N/A

Attachments: a. Resolution

Certification of Council Approval:
Ordinance No. ______________ ______________________________ City Clerk __________ Date
Resolution No. ______________

RESOLUTION NO. 2023Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE APPOINTMENT OF DONALD "DOUG" WALKER BY THE MAYOR TO SERVE ON THE GOLF COMMITTEE FROM MAY 2, 2023 TO DECEMBER 31, 2023

WHEREAS, Doug Walker has submitted an application for the Mayor to consider appointment to the Golf Committee; and

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

WHEREAS, Mr. Walker lives within the Fort Lupton city limits and meets the requirements to serve on the Golf Committee.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of Doug Walker to the Golf Committee for a term beginning May 2, 2023 and ending December 31, 2023.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 2ND DAY OF MAY 2023.

City of Fort Lupton, Colorado

____

Zo Hubbard, Mayor

Attest:

____

Maricela Peña, City Clerk

Approved as to form:

____

Andy Ausmus, City Attorney

City Council Meeting
Date: May 2, 2023
Staff: Roy Vestal,
Public Works Director

AM 2023-077
Public Hearing☐

SUBJECT FOR DISCUSSION

Awarding Contract to Browns Hill Engineering and Controls for Installation and Programming of the Water Treatment Plant's Primary Logic Controllers Upgrade for an Amount Not to Exceed $104,769.00 from the Utility Fund - Water Treatment Plant

SUMMARY STATEMENT/BACKGROUND DISCUSSION

CH2M is providing upgrade/expansion engineering services for the Water Treatment Plant Expansion project. Long lead items purchased separately from General Construction contracting will prevent delays for a timely delivery for the project.

The Primary Logic Controllers (PLC) will be delivered in November for installation by the beginning of 2024. These items are sole sourced because the filtration skid needs to be the same as what we are currently using at the plant. Browns Hill was selected because of familiarity with our WTP. These are the PLC's that work with the filtration skids. This purchase is for upgrading the existing 5 skids (25 years old and no longer supported) as well as the 2 new skids being purchased and installed at the plant.

This agreement provides for 5% due at order ($9,500), 25% due with submittals ($47,500), 60% due on delivery to site ($114,000) and final 10% due on start-up ($19,000).

Project Budget	Construction		Budget	
	Engineering CH2M	$ 425,292	WTP Expansion	$3,000,000
	PLC	$ 294,769	pretreatment	$5,000,000
	Filtration Skids			
	Remaining Constr Est	$6,679,939		
	Total	$7,400,000		$8,000,000

FINANCIAL CONSIDERATIONS

The 2023 budget includes $3,000,000 for WTP Expansion and $5,000,000 for Pretreatment in the Utility Fund-WTP. The Pretreatment Project will not be occurring this year.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

A. Approve the contract award to Browns Hill Engineering and Controls
B. Reject the agreement and contract with another firm.
C. Delay action on the contract to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approving award of the contract to Browns Hill Engineering and Controls for an amount not to exceed $104,769.00.

Attachments:
a. Contract Agreement – Browns Hill Engineering and Controls
b. Browns Hill Proposal (Exhibit A)

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

Public Works
Construction Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Browns Hill Engineering and Controls, LLC** (hereinafter "CONTRACTOR").

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

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

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

3. **TIME OF COMPLETION.** The Contractor agrees to commence work upon execution of this Agreement and to complete all work by no later than January 15, 2024 in coordination with overall project contractors.

4. **CONTRACT SUM.** The City shall pay to the Contractor for performance and completion of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of **$ 104,796.00** , subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon inspection and acceptance of the work by the City, in its sole discretion, including completion by the Contractor of any punch-list items as determined by the City and execution of any releases by Contractor deemed necessary by the City.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** No change orders shall be allowed on this project unless with written approval of the City. The City states that the amount of money appropriated for this Agreement is equal to or

in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Contractor in writing, that lawful appropriations to cover the costs of this additional work has been made.

6. **WARRANTY.** All warranties for work performed by the Contractor, repairs to be made or service calls required to be attended to by Contractor shall be as set forth and required by Exhibit A and by Colorado law. Contractor shall notify the City when the scope of work is completed and the City shall confirm completion of the work, in the City's sole discretion. Once the scope of work is confirmed by the City as completed, the Notice of Commencement of Warranty will be tendered by the City. The warranty period shall only commence upon execution and tendering of Notice to the Contractor by the City and said warranty shall continue for the warranty period set forth in the contract.

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

8. **COMPLETE AGREEMENT.** This Agreement, and the exhibit 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.

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

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

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

responsibilities imposed upon the "controlling contractor" as such term is defined and construed under all OSHA rules and regulations. The Contractor shall adhere to all federal, state and local safety and health regulations, laws and ordinances.

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

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

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

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

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

16. Browns Hill Supplemental Terms and Conditions

Schedule
PLC and associated equipment upgrades shall be scheduled a minimum of 30-days in advance with the City's water treatment plant manager and shall occur no earlier than November 6, 2023 and be completed no later than January 1, 2024 over a continuous period of 10 calendar days. The water treatment plant may be taken out of service for a period no greater than 36-hours for the main control panel upgrades.

Coordination
Browns Hill shall coordinate as needed with Dupont to aid in the start up and conversion of the HMI software to the necessary software and the integration of PLC 9 and 10. Hardware and software upgrades for the HMI and PLC 9 and 10 will be completed by the Owner's selected integrator. Browns Hill controls engineer shall attend monthly meetings with the Owner's integrator and a meeting prior to facility startup.

EXECUTED THIS ________ DAY OF __________, 2023.

CITY OF FORT LUPTON, COLORADO

____
BY: Zo Hubbard
TITLE: Mayor

BROWNS HILL ENGINEERING AND CONTROLS, LLC:

____
BY:____________________________
TITLE:_________________________

EXHIBIT A

BROWNS HILL
ENGINEERING & CONTROLS

8130 Shaffer Parkway, Unit A
Littleton, CO 80127
PHONE: 720-344-7771
FAX: 720-344-7460

Project Bid

Project: Ft. Luption RTU 9& 10 Upgrade — Browns Hill Job #: 23-832
Engineer: Jacobs — Date: April 19, 2023

Subject: Browns Hill Engineering & Controls, LLC herein proposes to furnish instrumentation, control systems and electrical specifically listed in the following "Scope of Work". In compliance with plan drawings and specifications sections listed:

Scope of Work:

Equipment

Provide Following Hardware.
- New 24VDC Power supply for RTU 9
- New 24VDC Power supply for RTU 10

Programmable Logic Controllers

Provide Following PLC Hardware.
- Replace Exsitng SLC-500 equipment in RTU 9 with new Compact Logix 5069 equipment.
- Replace Exsitng SLC-500 equipment in RTU 10 with new Compact Logix 5069 equipment.

System Programming
- Convert RTU 9 and RTU 10 Programming form RS Logix 500 to RS Logix 5000
- Convert the HMI programming to allow communication with the 2 new Processors
- Convert the HMI programming to allow communication with new Membrane Processors

This proposal includes all submittals, drawings, factory tests, field inspections, field testing, operator/maintenance training and startup services as required in the contract documents.

Only items listed on this scope of work are included in this pricing.

Exclusions: The following items are specifically excluded from this scope of work. These items are noted for clarification purposes. This list is not intended to include all items on the project that are excluded.
- All costs for onsite storage, handling and equipment protection.
- Installation of in-line devices
- All warranties will be FOB the equipment manufacturers repair facility
- No local taxes or federal taxes have been included in this proposal.
- No bonding costs have been included in this proposal.

Browns Hill Engineering & Controls, LLC agrees to perform all work described per this proposal for the following lump sum price.

Proposal lump sum cost
$104,796 and no/100 dollars

This proposal is valid for 30 days and subject to revision after that time.

We are now accepting all major credit cards.

We appreciate the opportunity to provide this proposal and should you have any questions please contact the undersigned at 720-344-7771.

Sincerely,

Josh Johnson- Lead Estimator jjohnson@brownshilleng.com
Browns Hill Engineering & Controls, LLC

City Council Meeting
Date: May 2, 2023
Staff: Travis Aksamitowski,
IT Director

AM 2023-078
Public Hearing☐

SUBJECT FOR DISCUSSION

Accepting a Proposal from Rushworks to Upgrade the Audio System and Microphones in the Council Chambers for an Amount Not to Exceed $47,834.00, Allocated from the General Fund- IT Department

SUMMARY STATEMENT/BACKGROUND DISCUSSION

IT has budgeted $47,000.00 for the upgrade of audio and microphones within the council chambers. This project is a completely new audio system and includes digital mic bases with lavalier elements for council positions, eight additional wireless lavalier kits with rechargeable bases. All microphone muting can be controlled remotely. Includes 8 individually-addressable overhead speakers for reduction of feedback. Control system brain with software panel for muting controls. Training and installation are included. The cost of equipment has gone up from the previous estimated quote. This project will not exceed $47, 834.00.

A second option can be considered if council is interested. The second option consists of using the existing audio system while replacing the microphones with new lavalier elements and a single flexible gooseneck microphone for use at the lectern. This will not exceed $17,645.00

FINANCIAL CONSIDERATIONS

IT budgeted $47,000 in the General Fund for the audio upgrades in the council chambers.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Council elects to proceed with the purchase and upgrade of the microphones and audio equipment for council chambers.
Council elects to deny the request or remove some of the options to stay within the original estimate of $47,000.00
Council elects to keep the existing audio equipment and replace the microphones only, for $17,645.00

STAFF RECOMMENDATIONS

IT recommends the approval of the audio/microphone project (option 1) so we continue the AVI upgrade and stay with the current technology.

Attachments: a. Rushworks Option 1
b. Rushworks Option 2

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

Proposal Prepared For

Travis Aksamitowski
CITY OF FORT LUPTON

April 10, 2023

This Proposal valid for 30 days ***COFL041023-AUD***

AUDIO SYSTEMS UPGRADE

Q	ITEM DESCRIPTION	Unit Price	Total
8	Dante Microphone base with mute button		
1	23" flexible gooseneck microphone for lectern		
7	Wired lavalier microphone with 13' cable and XLR power module		
1	8-channel wireless microphone access point		
1	8-bay microphone charging station		
8	Wireless microphone transmitter		
8	Lavalier Mic Element		
1	4-in/4-out audio DSP with Dante		
2	4-channel PoE overhead speaker kit, 8" assembly		
1	Managed 30-port PoE network switch		
1	Control system brain		
1	Control system programming		
1	Rackmount digital audio mixer		
1	Dante I/O for rackmount mixer		

Notes

Complete new audio system - digital mic bases with lavalier elements for council positions, 8 additional wireless lavalier kits with rechargeable bases. All microphone muting can be controlled remotely. Includes 8 individually-addressable overhead speakers for reduction of feedback. Control system brain with software panel for muting control.

Terms: 50% with Purchase Order; balance due prior to shipping.

Annual System Assurance Plan (ASAP) first year included

Email • Phone • LogMeIn REmote Access

$2,030

(Renewable yearly)

SubTotal	40,603
Installation & Training	4,800
Sales Tax	
*Shipping & Handling	305
Travel Expenses	2,127
TOTAL	**$47,834**

*UPS Ground

Proposal Prepared For

Travis Aksamitowski

CITY OF FORT LUPTON

April 24, 2023

This Proposal valid for 30 days ***COFL042423-BASE***

BASIC WIRED MICROPHONE UPGRADE

Q	ITEM DESCRIPTION	Unit Price	Total
7	XLR Microphone base with mute button		
7	Wired lavalier microphone with 13' cable and XLR power module		
7	3' XLR M/F cable - microphone port on dais to muting base		
3	Digital dual wireless mic system - lavalier mic/beltpack with receiver		
6	Lavalier Mic Element		
3	2-slot charging station for wireless mics		
8	Compact Lithium ion battery pack for wireless mics (2 spares)		
1	Wireless microphone antenna distribution system		
1	23" flexible gooseneck microphone for lectern		

Notes

New microphones to be used with existing audio system. Replace existing microphones with new wired lavalier elements and a single flexible gooseneck microphone for use at the lectern.

Terms: 50% with Purchase Order; balance due prior to shipping.

Annual System Assurance Plan (ASAP) first year included

Email • Phone • LogMeIn Remote Access

$614

(Renewable yearly)

SubTotal	12,286
Installation & Training	3,600
Sales Tax	
*Shipping & Handling	92
Travel Expenses	1,667
TOTAL	**$17,645**

2260 Highland Village Rd, Suite 200 • Highland Village, TX 75077 • RUSHWORKS.tv

*UPS Ground

Upcoming Events

May 7, 2023	Cinco de Mayo 5k Run/Walk, Rail Road Park 7:30 a.m.
May 9, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
May 16, 2023	Youth in Government Day
May 16, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
May 29, 2023	Memorial Day Services, Hillside Cemetery 9:00 a.m.
May 30, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.