



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, November 7, 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

You may join in person or join remotely by clicking on:
<https://global.gotomeeting.com/join/851983253>

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. November 7, 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. October 17, 2023 City Council Meeting Minutes**
- b. October 21, 2023 City Council Special Meeting Minutes**
- c. AM 2023-151 Approving a Resolution Ratifying the Appointment of Zachary Potter by the Mayor to the Planning Commission as a Regular Member for a Three-year Term Beginning November 7, 2023, and Ending November 7, 2026**
- d. AM 2023-152 Approve a Resolution Appointing Shannon Rhoda to the Planning Commission for the Remainder of a Term, Expiring May 22, 2024**
- e. AM 2023-154 Approving the Agreement and the Ratification of the Mayor's Signature on the Agreement for Animal Control Services with NOCO Humane with an Effective Date of October 2, 2023**
- f. AM 2023-155 Approving Payment to KNS for the amount of \$36,369.16 and Not to Exceed \$41,000 for the Purchase and Installation of Bi-Directional Amplifier System at City Hall to Satisfy the Police Department and Emergency Operations Center Needs**
- g. AM 2023-156 Approve a Resolution Accepting Community Service Workers' Accident Medical Plan (CSWAMP) for the 2024 Policy Year for an Estimated Amount of \$300.00**
- h. AM 2023-158 Approve a Resolution to Opt Out Uncompensated Elected and/or Appointed Officials from the Workers' Compensation Policy and Add Them and Other City Volunteers to the Volunteer Accident Medical Plan (VAMP) for the 2024 Policy Year for the Amount of \$310.00**
- i. AM 2023-161 Approval of Changes to the Services Provided by High Plains Library District (HPLD) to Member Libraries in the Intergovernmental Agreement between HPLD and the City of Fort Lupton and the Weld Re8 School District**

Public Hearings - Public Hearings allow members of the audience to present comments and questions to the City Council on the item being presented. Comments and questions may be limited to three (3) minutes- Mayor Hubbard

- a. AM 2023-159 Seeking Consideration by the Fort Lupton City Council Acting as the Local Licensing Authority for an Application Submitted by The Bad Hatchet, LLC dba The Bad Hatchet for a Lodging and Entertainment License at 237 Denver Avenue

Action Memorandum

- a. AM 2023-160 Approving Insurance Benefits for Employees for 2024
- b. AM 2023-153 Approve Change Order to Contract with Burns and McDonnell for Engineering Design Services for the Water Tower Project Design for an Amount Not to Exceed \$686,433.00 from the Utility Fund - Water Storage
- c. AM 2023-157 Approving the Agreement for Municipal Planning Services with Todd Hodges Design, LLC as the Planner for the City of Fort Lupton for a Two (2) year Term with an Effective Date of November 7, 2023

Staff Reports

Mayor/Council Reports

Future City Events

- a. November 7, 2023 Upcoming Events

Upcoming Meetings

- a. November 14, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
November 21, 2023 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
November 28, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
December 5, 2023 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

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)." NISP

Adjourn

Check Report

City of Fort Lupton

By Check Number

Date Range: 10/18/2023 - 11/07/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Golf Course-Golf Course						
000160	BREAKTHRU BEVERAGE COLORADO	10/19/2023	Regular	0.00	324.34	86218
112562765	Invoice	10/12/2023	GOLF-BEVERAGES-PRO SHOP	0.00	324.34	
001715	BUFFALO BRAND SEED	10/19/2023	Regular	0.00	2,824.50	86219
23-06730-OP	Invoice	10/11/2023	GOLF-GRASS SEED-MAINT	0.00	2,824.50	
000307	COMCAST CABLE COMM, LLC	10/19/2023	Regular	0.00	308.69	86220
0120790	Invoice	10/06/2023	GOLF-INTERNET/PHONE SERVICE-PRO SH...	0.00	308.69	
002723	EAGLE ROCK COMPANY OF COLO	10/19/2023	Regular	0.00	296.73	86221
11835560	Invoice	10/16/2023	GOLF-BEVERAGES-PRO SHOP	0.00	218.50	
11849413	Invoice	10/16/2023	GOLF-BEVERAGES-PRO SHOP	0.00	59.43	
11849415	Invoice	10/16/2023	GOLF-BEVERAGES-PRO SHOP	0.00	18.80	
000567	HIGH COUNTRY BEVERAGE CORP	10/19/2023	Regular	0.00	205.50	86222
W-6628607	Invoice	10/16/2023	GOLF-BEVERAGES-PRO SHOP	0.00	205.50	
000768	MASEK GOLF CAR OF COLORADO	10/19/2023	Regular	0.00	433.98	86223
01-83240	Invoice	10/12/2023	GOLF-GOLF CART PARTS/SUPPLIES-PRO S...	0.00	433.98	
000865	OFFICE DEPOT	10/19/2023	Regular	0.00	65.79	86224
330374931001	Invoice	10/04/2023	GOLF-ADDING PAPER ROLLS-PRO SHOP	0.00	65.79	
000944	REPUBLIC NATIONAL DISTRIBUTING CO LLC	10/19/2023	Regular	0.00	118.85	86225
7179340	Invoice	10/01/2023	GOLF-BEVERAGES-PRO SHOP	0.00	118.85	
001052	SWIRE COCA-COLA, USA	10/19/2023	Regular	0.00	415.10	86226
37277565007	Invoice	10/01/2023	GOLF-BEVERAGES/MECHANDISE-PRO SHOP	0.00	289.60	
38052410019	Invoice	10/13/2023	GOLF-BEVERAGES-/MERCHANDISE-PRO S...	0.00	125.50	
001895	TERMINIX	10/19/2023	Regular	0.00	163.00	86227
438786772	Invoice	10/04/2023	GOLF-PEST CONTROL-PRO SHOP	0.00	163.00	
001963	WASTE CONNECTIONS OF COLO, INC	10/19/2023	Regular	0.00	581.57	86228
7336258V311	Invoice	10/16/2023	GOLF-NOV23 TRASH SERVICE-PRO SHOP	0.00	353.94	
7336259V311	Invoice	10/16/2023	GOLF-NOV23 TRASH SERVICE-MAINT	0.00	227.63	
000024	ACE HARDWARE OF FORT LUPTON	10/31/2023	Regular	0.00	125.71	86229
100604/1	Invoice	10/01/2023	GOLF-HORNET SPRAY, SILICONE-PRO SHOP	0.00	39.35	
DOC#101053/1	Invoice	10/11/2023	GOLF-PRIMER, BATTERIES-MAINT	0.00	16.75	
DOC#101167/1	Invoice	10/19/2023	GOLF-HARDWARE-PRO SHOP	0.00	69.61	
000044	AGFINITY INC	10/31/2023	Regular	0.00	2,427.01	86230
I73770	Invoice	10/25/2023	GOLF-ETHANOL-MAINT	0.00	2,427.01	
000239	CITY OF FORT LUPTON	10/31/2023	Regular	0.00	2,757.35	86231
FIN2023387	Invoice	10/01/2023	GOLF-STANDARD LIFE INS DEC-	0.00	181.16	
FIN2023389	Invoice	10/01/2023	GOLF-REIMBUR PINNACOL WK COMP 01/...	0.00	2,390.87	
FIN2023463	Credit Memo	10/01/2023	GOLF-EAP DEC 22-ADMIN	0.00	-2.07	
FIN2023529	Invoice	10/01/2023	GOLF-STANDARD INS FOR JUNE 23	0.00	187.39	
001320	DAPHNE'S HEADCOVERS	10/31/2023	Regular	0.00	678.28	86232
0330220-IN	Invoice	10/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	678.28	
000512	FUZION FIELD SERVICES LLC	10/31/2023	Regular	0.00	255.75	86233
312792	Invoice	10/24/2023	GOLF-PORTABLE RESTROOM RENTALS-MA..	0.00	255.75	
000567	HIGH COUNTRY BEVERAGE CORP	10/31/2023	Regular	0.00	205.50	86234

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
W-6635375	Invoice	10/23/2023	GOLF-BEVERAGES-PRO SHOP	0.00	205.50	
000768	MASEK GOLF CAR OF COLORADO	10/31/2023	Regular	0.00	208.92	86235
01-83434	Invoice	10/25/2023	GOLF-GOLF CART SUPPLIES/PARTS-PRO S...	0.00	208.92	
000862	O'REILLY AUTO PARTS	10/31/2023	Regular	0.00	25.07	86236
4489-488766	Credit Memo	10/01/2023	GOLF-CORE RETURN-MAINT	0.00	-10.00	
4489-493650	Invoice	10/18/2023	GOLF-OIL & AIR FILTER	0.00	35.07	
000931	R & L TIRES	10/31/2023	Regular	0.00	11.17	86237
50663	Invoice	10/19/2023	GOLF-TIRE DISMOUNT, VEH MAINT-MAINT	0.00	11.17	
000933	R&R PRODUCTS INC	10/31/2023	Regular	0.00	299.80	86238
CD2846404	Invoice	10/19/2023	GOLF-TIE ROD END-MAINT	0.00	299.80	
000999	SHAMROCK FOODS COMPANY	10/31/2023	Regular	0.00	963.18	86239
29290880	Invoice	10/19/2023	GOLF-FOOD/CONDIMENTS-PRO SHOP	0.00	963.18	
001224	XCEL ENERGY-GAS	10/31/2023	Regular	0.00	190.91	86240
849517575	Invoice	10/18/2023	GOLF-OCT23 GAS SERVICE-PRO SHOP	0.00	190.91	
000028	ACUSHNET COMPANY	11/07/2023	Regular	0.00	137.83	86241
916261205	Invoice	10/01/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	137.83	
000974	ALARM DETECTION SYSTEMS, INC.	11/07/2023	Regular	0.00	220.00	86242
SI-602604	Invoice	10/27/2023	GOLF-SECURITY MONITORING-PRO SHOP	0.00	220.00	
000206	CENTURYLINK	11/07/2023	Regular	0.00	77.94	86243
333164407 OCT23	Invoice	10/19/2023	GOLF-PHONE-OCT23-MAINT	0.00	77.94	
000307	COMCAST CABLE COMM, LLC	11/07/2023	Regular	0.00	49.12	86244
0025494-NOV23	Invoice	10/18/2023	GOLF-NOV 23 CABLE-PRO SHOP	0.00	49.12	
002723	EAGLE ROCK COMPANY OF COLO	11/07/2023	Regular	0.00	393.90	86245
11828785	Credit Memo	10/09/2023	GOLF-ALCOHOLIC BEVERAGES-PRO SHOP	0.00	-6.00	
11880283	Credit Memo	10/23/2023	GOLF-BEVERAGES-PRO SHOP	0.00	-45.80	
11890280	Invoice	10/30/2023	GOLF-BEVERAGES-PRO SHOP	0.00	252.00	
11906161	Invoice	10/30/2023	GOLF-BEVERAGES-PRO SHOP	0.00	193.70	
000567	HIGH COUNTRY BEVERAGE CORP	11/07/2023	Regular	0.00	348.30	86246
W-6641346	Invoice	10/30/2023	GOLF-BEVERAGES-PRO SHOP	0.00	348.30	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	42	29	0.00	15,113.79
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
	42	29	0.00	15,113.79

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
003406	21ST CENTURY EQUIPMENT LLC	10/24/2023	Regular	0.00	85.52	101209
P05441	Invoice	10/09/2023	GF-KEY SWITCH-PARKS	0.00	85.52	
003406	21ST CENTURY EQUIPMENT LLC	10/24/2023	Regular	0.00	-85.52	101209
003292	A CASINO EVENT INC.	10/24/2023	Regular	0.00	838.00	101210
000052	Invoice	10/01/2023	Employee Appreciation Event	0.00	838.00	
000031	ADAMSON POLICE PRODUCTS	10/24/2023	Regular	0.00	514.88	101211
INV402226	Invoice	10/01/2023	GF-NAME STRIPS FOR UNIFORMS-PD	0.00	13.90	
INV402324	Invoice	10/01/2023	GF-UNIFORMS	0.00	108.00	
INV402340	Invoice	10/01/2023	GF-UNIFORMS-PD	0.00	275.98	
INV402403	Invoice	10/01/2023	GF-UNIFORMS-PD	0.00	117.00	
000034	ADT SECURITY SYSTEM	10/24/2023	Regular	0.00	401.47	101212
50576495 NOV23	Invoice	10/01/2023	REC-SECURITY MONITORING-REC CENTER	0.00	401.47	
002941	AMERITAS LIFE INSURANCE CORP	10/24/2023	Regular	0.00	8,372.36	101213
010-57637 -02 VI...	Invoice	11/01/2023	GF-VISION INSURANCE NOV23-HR	0.00	954.52	
010-57637-01 D...	Invoice	11/01/2023	GF-DENTAL INSURANCE FOR NOV23-HR	0.00	7,379.56	
010-57637-98 D...	Invoice	11/01/2023	GF-COBRA DENTAL INS NOV23-HR	0.00	33.28	
010-57637-99 VIS...	Invoice	11/01/2023	GF-COBRA OCT23 VISION INSURANCE-HR	0.00	5.00	
003383	ASHLEY CALDWELL	10/24/2023	Regular	0.00	259.40	101214
100523	Invoice	10/05/2023	GF-TRAVEL EXPENSE REIMBURSEMENT-HR	0.00	259.40	
001918	AXON ENTERPRISES INC	10/24/2023	Regular	0.00	3,909.28	101215
INUS191982	Invoice	10/03/2023	GF-BODY CAMS, TASER,BWC HARDWARE-...	0.00	3,909.28	
001820	BADGER METER	10/24/2023	Regular	0.00	268.00	101216
1600908	Invoice	10/01/2023	UF- WATER METER READING EQUIPMENT...	0.00	268.00	
001646	BANK OF COLORADO	10/24/2023	Regular	0.00	91.41	101217
0227 1023	Invoice	10/01/2023	GF-FUEL-STREETS	0.00	91.41	
002973	BOOTBARN INC	10/24/2023	Regular	0.00	124.63	101218
INV00305740	Invoice	10/17/2023	GF-BOOTS FOR A. MORALES-FAC	0.00	124.63	
001908	CENTURA HEALTH	10/24/2023	Regular	0.00	96.67	101219
101023	Invoice	10/10/2023	GF-VENIPUNCTURES-PD	0.00	96.67	
000211	CH2M	10/24/2023	Regular	0.00	8,237.00	101220
D3410907-06	Invoice	10/16/2023	UF- Expansion Project Design -WTP	0.00	8,237.00	
001506	CHRISTOPHER CROSS	10/24/2023	Regular	0.00	248.90	101221
101623	Invoice	10/16/2023	GF-MILEAGE-CITY ADMIN	0.00	248.90	
003048	CODE 3 ASSOCIATES	10/24/2023	Regular	0.00	510.00	101222
P4096	Invoice	10/17/2023	GF-ANIMAL TRAINING SERVICES-PD	0.00	510.00	
002651	COLORADO COMMUNITY MEDIA	10/24/2023	Regular	0.00	128.85	101223
97512	Invoice	10/13/2023	GF-LEGAL NOTICES-FIN	0.00	128.85	
002266	COLORADO PAVING INC	10/24/2023	Regular	0.00	42,896.00	101224
2021-909	Invoice	10/05/2023	SST-CO#4 COLLEGE AVE/9TH-STREETS	0.00	42,896.00	
000307	COMCAST CABLE COMM, LLC	10/24/2023	Regular	0.00	246.23	101225
0208785	Invoice	10/04/2023	GF-SEPT23 INTERNET SRVS-PLANNING	0.00	246.23	
003287	CROSS LINE CONSTRUCTION CORP	10/24/2023	Regular	0.00	347,750.00	101226
2314.02	Invoice	10/20/2023	GF-CITY HALL BASEMENT RENOVATION	0.00	347,750.00	
002821	FIESTA TIME INC	10/24/2023	Regular	0.00	348.00	101227
5534	Invoice	10/14/2023	GL-PUMPKIN FEST CHAIRS & TABLES-COM...	0.00	348.00	
000485	FORT LUPTON HIGH SCHOOL	10/24/2023	Regular	0.00	400.00	101228

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
PUMPKIN FEST 2...	Invoice	10/17/2023	GF-PHOTO SERVICES SKILLS USA TEAM-C...	0.00	400.00	
002601	FRIENDLY FORK SENIOR NUTRITION PROGRAM	10/24/2023	Regular	0.00	250.00	101229
101723	Invoice	10/17/2023	CPR-PUNCH CARDS FOR SENIORS-SENIORS	0.00	250.00	
000546	GREEN MILL SPORTSMAN'S CLUB	10/24/2023	Regular	0.00	300.00	101230
117	Invoice	10/03/2023	GF-OFFICER TRAINING-PD	0.00	300.00	
003101	LANGUAGELINE SOLUTIONS	10/24/2023	Regular	0.00	153.34	101231
11110612	Invoice	10/01/2023	GF-INTERPRETATION SERVICES-PD	0.00	153.34	
001292	LIFE STORIES CHILD & FAMILY ADVOCACY	10/24/2023	Regular	0.00	375.00	101232
11-806	Invoice	10/11/2023	GF-3RD QTR BILLING JULY-SEPT-PD	0.00	375.00	
003164	LONGMONT AUTO BODY & GLASS	10/24/2023	Regular	0.00	654.45	101233
3532	Invoice	10/01/2023	GF-PD VEHICLE REPAIRS-PD	0.00	654.45	
000783	MEANDERING WITH MARY	10/24/2023	Regular	0.00	300.00	101234
091223	Invoice	10/01/2023	CPR-SEPT CASINO TRIP-SENIORS	0.00	300.00	
000809	MOTION PICTURE LICENSE CORP	10/24/2023	Regular	0.00	732.96	101235
504428468	Invoice	10/05/2023	REC-ANNUAL LICENSE RENEWAL DEC 23-D...	0.00	732.96	
000811	MOTOROLA SOLUTIONS	10/24/2023	Regular	0.00	19,976.95	101236
8281678942	Invoice	10/01/2023	GF-(5) HANDHELD PORTABLE RADIOS-PD	0.00	19,976.95	
000865	OFFICE DEPOT	10/24/2023	Regular	0.00	964.96	101237
334060298001	Invoice	10/01/2023	GF-TONER-FIN	0.00	911.98	
334060727001	Invoice	10/01/2023	GF-OFFICE SUPPLIES, TISSUE-ADMIN	0.00	52.98	
000862	O'REILLY AUTO PARTS	10/24/2023	Regular	0.00	268.93	101238
4489-490373	Invoice	10/03/2023	UF-FILTERS-WLINES	0.00	208.88	
4489-490524	Invoice	10/04/2023	CEM-FUEL FILTER-	0.00	22.10	
4489-491165	Invoice	10/07/2023	GF-MOTOR OIL-STREETS	0.00	37.95	
001943	PINNACOL ASSURANCE	10/24/2023	Regular	0.00	1,000.00	101239
21461975	Invoice	10/16/2023	GF-WORK COMP DEDUCT-MISC	0.00	1,000.00	
003213	PRAIRIE DOG PROS	10/24/2023	Regular	0.00	600.00	101240
2176	Invoice	10/14/2023	GF-Prairie Dog Mitigation-PW	0.00	600.00	
000931	R & L TIRES	10/24/2023	Regular	0.00	18.00	101241
W-481605	Invoice	10/16/2023	GF-TIRE REPAIR-ENG	0.00	18.00	
000932	R & M SERVICES	10/24/2023	Regular	0.00	321.98	101242
10778	Invoice	10/01/2023	GF-VEHICLE MAINTENANCE-PD	0.00	80.13	
10779	Invoice	10/04/2023	GF-VEHICLE MAINTENANCE-PD	0.00	72.12	
10780	Invoice	10/05/2023	GF-VEHICLE MAINTENCE TIRE REPAIR- PD	0.00	10.00	
10781	Invoice	10/10/2023	GF-VEHICLE MAINTENANCE-PD	0.00	87.61	
10782	Invoice	10/17/2023	GF-VEHICLE SERVICES-PD	0.00	72.12	
003150	REDI SERVICES, LLC	10/24/2023	Regular	0.00	2,890.00	101243
0000049327	Invoice	10/01/2023	GF-SEPT23 PORTABLE RESTROOM SERVICE...	0.00	400.00	
0000049328	Invoice	10/01/2023	RF-SEPT 23 PORTABLE RESTROOM SERVICE..	0.00	200.00	
0000049330	Invoice	10/02/2023	GF-SEPT 23 PORTABLE RESTROOM SERVIC...	0.00	1,890.00	
0000049331	Invoice	10/01/2023	GF-SEPT PORTABLE RESTROOM SERVICE-P...	0.00	200.00	
0000049332	Invoice	10/01/2023	GF-PORTABLE RESTROOM SERVICEK-PARKS	0.00	200.00	
001008	SHRED-IT USA LLC	10/24/2023	Regular	0.00	30.00	101244
8004920616	Invoice	10/01/2023	GF-SHREDDING SERVICE-CITY CL	0.00	30.00	
003407	SPEAKWRITE LLC	10/24/2023	Regular	0.00	396.00	101245
10052dd4	Invoice	10/01/2023	GF-INVESTIGATION CALL RECORDING SERV..	0.00	164.00	
25d333e9	Invoice	10/01/2023	GF-INVESTIGATION CALL RECORDING SERV..	0.00	232.00	
002694	SYMMETRY ENERGY SOLUTIONS LLC	10/24/2023	Regular	0.00	1,674.93	101246

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
17159704	Invoice	10/01/2023	REC-AUG23 GAS SERVICE	0.00	1,674.93	
001126	TYLER TECHNOLOGIES	10/24/2023	Regular	0.00	350.00	101247
025-420658	Invoice	08/01/2023	GF-ENERGOV ANNUAL MAINTENANCE 23-...	0.00	4,774.75	
025-425535	Credit Memo	08/01/2023	GF-ENERGOV ANNUAL MAINT CANCELLAT...	0.00	-4,774.75	
025-440497	Invoice	10/01/2023	GF-INSITE PORTAL FEES-COURT	0.00	350.00	
001894	UMB BANK, N.A.	10/24/2023	Regular	0.00	400.00	101248
959623	Invoice	10/12/2023	UF-10/01-09/30/24 WATER REV 2017 BO...	0.00	400.00	
003398	UNIVERSITY AUTO PARTS	10/24/2023	Regular	0.00	83.98	101249
184042	Invoice	10/11/2023	GF-BATTERY, OIL-PARKS	0.00	83.98	
001963	WASTE CONNECTIONS OF COLO, INC	10/24/2023	Regular	0.00	1,209.68	101250
7336251V311	Invoice	10/18/2023	Waste Connections	0.00	133.59	
7336252V311	Invoice	10/18/2023	Waste Connections	0.00	193.79	
7336253V311	Invoice	10/18/2023	Waste Connections	0.00	370.72	
7336254V311	Invoice	10/18/2023	Waste Connections	0.00	64.78	
7336255V311	Invoice	10/18/2023	Waste Connections	0.00	113.30	
7336792V311	Invoice	10/18/2023	Waste Connections	0.00	187.12	
7337216V311	Invoice	10/18/2023	Waste Connections	0.00	146.38	
001199	WELD COUNTY PUBLIC SAFETY IT	10/24/2023	Regular	0.00	988.10	101251
FORTLUPTONPD-...	Invoice	10/01/2023	GF-RSA TOKENS-PD	0.00	271.24	
FORTLUPTONPD-...	Invoice	10/06/2023	GF-NET MOTION LICENSE-PD	0.00	310.00	
FORTLUPTONPD-...	Invoice	10/06/2023	GF-RSA TOKENS-PD	0.00	406.86	
000040	AFLAC	10/26/2023	Regular	0.00	3,184.52	101252
589609	Invoice	10/12/2023	OCT23 SUPPLEMENTAL INSURANCE-HR	0.00	3,184.52	
000044	AGFINITY INC	10/26/2023	Regular	0.00	1,610.33	101253
I73771	Invoice	10/25/2023	6006850520800	0.00	1,610.33	
003410	ARLU PEREZ RAMOZ	10/26/2023	Regular	0.00	34.22	101254
CITATION#E0024...	Invoice	10/20/2023	GF-CITATION #E0024879-1,-OVERPAYMENT	0.00	34.22	
003409	ASEM SWAKED	10/26/2023	Regular	0.00	180.00	101255
CASE #E0023283	Invoice	10/24/2023	GF-CASE #E0023283 OVERPAYMENT-	0.00	180.00	
002835	BRANDING BY BRE	10/26/2023	Regular	0.00	3,100.00	101256
1225	Invoice	10/01/2023	GF-NOV23 SOCIAL MEDIA MANAGEMENT-...	0.00	3,100.00	
002122	BURNS & MCDONNELL ENGINEERING CO INC	10/26/2023	Regular	0.00	29,186.41	101257
139581-19	Invoice	10/01/2023	UF - Lift Station + Metro Line Design CO#1 ...	0.00	19,542.59	
139581-19-1	Invoice	10/01/2023	UF-Left Station & Metro Line Design-WWTP	0.00	237.64	
139581-19-2	Invoice	10/05/2023	UF-CO#1 LIFT STATION/METRO LINE DESI...	0.00	9,406.18	
002122	BURNS & MCDONNELL ENGINEERING CO INC	10/26/2023	Regular	0.00	-29,186.41	101257
000239	CITY OF FORT LUPTON	10/26/2023	Regular	0.00	34.22	101258
CITATION# E002...	Invoice	10/20/2023	GF-VCF REIMBURSEMENT-COURT	0.00	34.22	
002651	COLORADO COMMUNITY MEDIA	10/26/2023	Regular	0.00	124.60	101259
97993	Invoice	10/20/2023	GF-PUBLIC NOTICE	0.00	124.60	
000306	COMCAST BUSINESS	10/26/2023	Regular	0.00	4,823.52	101260
183911467	Invoice	10/01/2023	GF-COMCAST PHONES	0.00	2,203.86	
184929283	Invoice	10/15/2023	Comcast Phones	0.00	2,619.66	
000307	COMCAST CABLE COMM, LLC	10/26/2023	Regular	0.00	450.20	101261
0164533 OCT23	Invoice	10/01/2023	GF-OCT 23 CABLE/INTERNET-PW SHOP	0.00	220.10	
0164533NOV23	Invoice	10/13/2023	GF-NOV23 INTERNET/CABLE-PW SHOP	0.00	230.10	
001517	CORE&MAIN LP	10/26/2023	Regular	0.00	984.60	101262
T764087	Invoice	10/13/2023	GF-KEY-2-KEY STANDARD /SUPPLIES-ENG	0.00	984.60	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000445	EWING IRRIGATION PRODUCTS INC	10/26/2023	Regular	0.00	129.00	101263
20856192	Invoice	10/18/2023	GF-PLANTER MIX-PARKS	0.00	129.00	
000491	FORT LUPTON VETERINARY	10/26/2023	Regular	0.00	2,070.00	101264
Citation#E00157...	Invoice	10/26/2023	GF-CITATION #E0015752, CHARRELLE M S...	0.00	2,070.00	
000513	G & G EQUIPMENT	10/26/2023	Regular	0.00	1,805.02	101265
143337	Invoice	10/25/2023	GL-KUBOTA EQUIP/PARTS-PARKS	0.00	1,805.02	
000655	JOHN DEERE FINANCIAL	10/26/2023	Regular	0.00	175.78	101266
28121-76236 SEP...	Invoice	10/16/2023	GF-SWITCHES, SEAL KIT, AG TURF	0.00	175.78	
002778	KASEYA US LLC	10/26/2023	Regular	0.00	2,836.24	101267
INV24645472178...	Invoice	10/01/2023	Datto AccessPoints	0.00	270.64	
INV24645472207...	Invoice	10/01/2023	Datto AccessPoints	0.00	2,565.60	
001900	KNOWBE4 INC	10/26/2023	Regular	0.00	1,458.00	101268
INV283507	Invoice	10/06/2023	PhishER Subscription	0.00	1,458.00	
000691	KONE INC	10/26/2023	Regular	0.00	140.80	101269
871166244	Invoice	10/01/2023	REC-ELEVATOR MAINTENANCE-REC	0.00	140.80	
000745	LOUIS A GRESH	10/26/2023	Regular	0.00	1,600.00	101270
OCTOBER2023	Invoice	10/24/2023	GF-OCT23 ARRAIGNMENT DOCKET-COURT	0.00	1,600.00	
000783	MEANDERING WITH MARY	10/26/2023	Regular	0.00	80.00	101271
101823	Invoice	10/18/2023	CPR-OCTOBER CASINO TRIP-SENIORS	0.00	80.00	
001787	METECH RECYCLING INC	10/26/2023	Regular	0.00	571.53	101272
INV-71956	Invoice	10/23/2023	GF-RECYCLE & DATA DESTRUCTION-LEGIS	0.00	571.53	
000865	OFFICE DEPOT	10/26/2023	Regular	0.00	834.17	101273
334656123001	Invoice	10/16/2023	GF-OFFICE SUPPLIES-FIN	0.00	349.68	
334669472001	Invoice	10/16/2023	GF-OFFICE SUPPLIES OTTLITE-FIN	0.00	99.99	
334669476001	Invoice	10/14/2023	GF-OFFICE SUPPLIES-FIN	0.00	32.32	
334669481001	Invoice	10/16/2023	GF-OFFICE SUPPLIES-FIN	0.00	96.72	
335576642001	Invoice	10/10/2023	GF-OFFICE SUPPLIES-FIN	0.00	144.03	
335577283001	Invoice	10/10/2023	GF-OFFICE SUPPLIES-FIN	0.00	25.12	
335577284001	Invoice	10/07/2023	GF-OFFICE SUPPLIES-FIN	0.00	11.99	
335577286001	Invoice	10/09/2023	GF-OFFICE SUPPLIES-FIN	0.00	20.99	
335577290001	Invoice	10/10/2023	GF-OFFICE SUPPLIES-FIN	0.00	7.34	
335577291001	Invoice	10/10/2023	GF-OFFICE SUPPLIES-FIN	0.00	45.99	
001035	STANDARD INSURANCE CO.	10/26/2023	Regular	0.00	6,731.90	101274
00 759761 0001 ...	Invoice	11/01/2023	LI, AD&D, LTD, STD Ins Prem	0.00	6,731.90	
002694	SYMMETRY ENERGY SOLUTIONS LLC	10/26/2023	Regular	0.00	3,305.89	101275
17313784	Invoice	10/23/2023	REC-SEPT23 GAS SERVICE	0.00	3,305.89	
001075	THE CONSOLIDATED MUTUAL	10/26/2023	Regular	0.00	1,602.65	101276
07/18/23C	Invoice	10/01/2023	UF-JULY23 WELL PUMP C- W STOR	0.00	29.81	
071823	Invoice	10/01/2023	UF-JULY23 PERRY PIT DISCHARGE PUMP-W..	0.00	371.04	
071823B	Invoice	10/01/2023	UF-JULY23 WELL PUMP B-W STOR	0.00	42.68	
081523	Invoice	10/01/2023	UF-AUG23 PERRY PIT DISCHARGE PUMP-W..	0.00	832.71	
081523B	Invoice	10/01/2023	UF-AUG23 WELL PUMP B-W STOR	0.00	42.35	
081523C	Invoice	10/01/2023	UF-AUG23 WELL PUMP C-W STOR	0.00	29.72	
091223	Invoice	10/01/2023	UF-SEPT23 PERRY PIT DISCHARGE PUMP-...	0.00	54.76	
091223B	Invoice	10/01/2023	UF-SEPT23 WELL PUMP B-W STOR	0.00	42.35	
091223C	Invoice	10/01/2023	UF-SEPT23 WELL PUMP C-W STOR	0.00	29.71	
102423	Invoice	10/24/2023	UF-OCT23 PERRY PIT DISCHARGE PUMP-W...	0.00	55.65	
102423B	Invoice	10/24/2023	UF-OCT23 WELL PUMP B-W STOR	0.00	42.06	
102423C	Invoice	10/24/2023	UF-OCT23 WELL PUMP C-W STOR	0.00	29.81	
002725	TIRES TO GREEN RECYCLING COLORADO LLC	10/26/2023	Regular	0.00	960.00	101277

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0469-CM-1258	Invoice	10/23/2023	GF-RECYCLE CLEAN UP DAYS-LEGIS	0.00	960.00	
001101	TODD HODGES DESIGN, LLC	10/26/2023	Regular	0.00	7,446.25	101278
3560	Invoice	10/23/2023	GF-PLANNING SERVICES 10/09/23-10/22/...	0.00	7,446.25	
001105	TOSHIBA FINANCIAL SERVICES	10/26/2023	Regular	0.00	2,705.22	101279
511472250	Invoice	10/01/2023	Copier Lease	0.00	2,705.22	
001137	UNITED POWER	10/26/2023	Regular	0.00	212.53	101280
10213507 OCT23	Invoice	10/17/2023	GF- ELECTRIC,SEPT 13-OCT 13, 2023, 1200...	0.00	212.53	
003160	UNITEDHEALTHCARE INSURANCE COMPANY	10/26/2023	Regular	0.00	99,955.79	101281
259032322483	Invoice	10/18/2023	GF-NOV23 HEALTH INSURANCE-HR	0.00	99,955.79	
001187	WEIFIELD GROUP CONTRACTING INC	10/26/2023	Regular	0.00	9,650.00	101282
13326588	Invoice	10/06/2023	Perry Pit Vault Repairs (electrical)	0.00	9,650.00	
001224	XCEL ENERGY-GAS	10/26/2023	Regular	0.00	281.40	101283
850222351	Invoice	10/24/2023	GF-OCT23 GAS SERVICE-FAC	0.00	281.40	
002122	BURNS & MCDONNELL ENGINEERING CO INC	10/31/2023	Regular	0.00	29,186.41	101284
139581-19/3	Invoice	10/27/2023	UF-Lift Station & Metro Line Design	0.00	29,186.41	
001820	BADGER METER	11/07/2023	Regular	0.00	2,656.68	101316
80142621	Invoice	11/01/2023	UB-BEACON HOSTING LTE-UB	0.00	2,656.68	
000167	BRIGHTON FORD INC	11/07/2023	Regular	0.00	91.95	101317
144623	Invoice	10/17/2023	GF-GASKETS FOR 2019 f-250-STREETS	0.00	91.95	
003414	CARL CARSTENS	11/07/2023	Regular	0.00	55.44	101318
L0108082283	Invoice	10/01/2023	GF-REIMBURSEMENT-, KNOWL TEST-STRE...	0.00	12.17	
L0108161096	Invoice	10/01/2023	GF-REIMBUREMENT FOR COMM LEARN P...	0.00	19.70	
L0108199520	Invoice	10/01/2023	GF-REIMBURSE FOR KNOWL TEST-STREETS	0.00	23.57	
000267	COLONIAL LIFE	11/07/2023	Regular	0.00	105.96	101319
78168201101152	Invoice	11/01/2023	GF-SUPP INSURANCE FOR NOV2023-HR	0.00	105.96	
000268	COLORADO ANALYTICAL LAB	11/07/2023	Regular	0.00	168.00	101320
231009137	Invoice	10/10/2023	UF-DRINKING WATER- TESTERS-WLINES	0.00	120.00	
231012078	Invoice	10/13/2023	UF-DRINKING WATER TESTING-WLINES	0.00	48.00	
002651	COLORADO COMMUNITY MEDIA	11/07/2023	Regular	0.00	174.05	101321
98548	Invoice	10/27/2023	GF-LEGAL NOTICES-	0.00	174.05	
002266	COLORADO PAVING INC	11/07/2023	Regular	0.00	519,748.72	101322
2023-02	Invoice	10/12/2023	SST-HARRISON FROM 4TH-9TH-STREETS	0.00	519,748.72	
000307	COMCAST CABLE COMM, LLC	11/07/2023	Regular	0.00	269.25	101323
0117309NOV23	Invoice	10/14/2023	REC-CABLE/MUSIC-	0.00	269.25	
001517	CORE&MAIN LP	11/07/2023	Regular	0.00	1,408.86	101324
T658197	Invoice	10/01/2023	UF-PARTS-WLINES	0.00	566.36	
T685264	Invoice	10/03/2023	UF-PVC PIPE, STARGRIPS, MEGALUS ACC K...	0.00	842.50	
000339	CTL THOMPSON, INC	11/07/2023	Regular	0.00	480.00	101325
683935	Invoice	10/31/2023	RC-CONSTRUCTION OBSERVATION & MAT...	0.00	480.00	
000388	DIGETKS, LLC	11/07/2023	Regular	0.00	3,200.00	101326
10097	Invoice	10/01/2023	DTS 20hrs	0.00	3,200.00	
002222	GREELEY LOCK & KEY	11/07/2023	Regular	0.00	653.58	101327
0000024826	Invoice	10/11/2023	Court Office Door Reader Not Working	0.00	653.58	
003325	HEALTHY START CHILD CARE HEALTH CONSULTI	11/07/2023	Regular	0.00	137.00	101328
5	Invoice	10/17/2023	REC-OCTOBER NURSE VISIT-	0.00	137.00	
003101	LANGUAGELINE SOLUTIONS	11/07/2023	Regular	0.00	99.00	101329

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
93314	Invoice	10/01/2023	GF-BALLOT ISSUE UPDATE-CITY CL	0.00	99.00	
000835	NEOGOV	11/07/2023	Regular	0.00	9,285.79	101330
INV-38677	Invoice	10/18/2023	Neogov subscription fee	0.00	9,285.79	
000862	O'REILLY AUTO PARTS	11/07/2023	Regular	0.00	1,254.28	101331
4489-484186	Invoice	10/01/2023	UF-GASKET-WLIINES	0.00	15.67	
4489-488975	Invoice	10/01/2023	GF-VEHICLE SERVICES-	0.00	884.77	
4489-493682	Invoice	10/18/2023	GF-OIL, BATTERIES, SPARK FOR MONROE ...	0.00	372.33	
4489-493803	Credit Memo	10/18/2023	GF-BATTERY CORE CHARGE RETURN-STRE...	0.00	-44.00	
4489-494814	Invoice	10/23/2023	GF-FUSE ASSRMNT-FAC	0.00	5.21	
4489-496689	Invoice	10/31/2023	GF-ANTIFREEZE-PARKS	0.00	20.30	
000916	PRAIRIE MOUNTAIN MEDIA	11/07/2023	Regular	0.00	27.28	101332
0000360455	Invoice	10/01/2023	GF-NOTICE OF PUBLIC HEARING	0.00	27.28	
000931	R & L TIRES	11/07/2023	Regular	0.00	127.65	101333
50601	Invoice	10/16/2023	UF-TIRE REPAIR AND ROTATION-WLINES	0.00	38.00	
50621	Invoice	10/17/2023	UF-TIRE DISMOUNT-WLINES	0.00	50.00	
50755	Invoice	10/26/2023	CEM-TIRE REPAIR-CEMETERY	0.00	39.65	
003150	REDI SERVICES, LLC	11/07/2023	Regular	0.00	200.00	101334
0000049329	Invoice	10/01/2023	CEM-PORTABLE RESTROOM SERVICE-	0.00	200.00	
003412	SCOTT CARLSON	11/07/2023	Regular	0.00	6,500.00	101335
102523	Invoice	10/25/2023	GF-PROJECT MET2023-001 SUNRISE DISTR...	0.00	6,500.00	
001624	STATE OF COLORADO	11/07/2023	Regular	0.00	3,007.61	101336
000018303	Invoice	10/26/2023	UF-BILLS/LATE NOTICE/WATER NOTICE-UB	0.00	3,007.61	
001420	STORMWIND LLC	11/07/2023	Regular	0.00	3,900.00	101337
52817	Invoice	10/17/2023	IT Training - StormWind (2yrs)	0.00	3,900.00	
003297	SWEET PEA CLEANING, LLC	11/07/2023	Regular	0.00	1,564.00	101338
8152	Invoice	10/06/2023	REC-OCTOBER 23 CLEANING	0.00	1,564.00	
003413	TAILTWISTERS 4-H CLUB	11/07/2023	Regular	0.00	56.00	101339
9.9.2023	Invoice	10/01/2023	GF-TRAPPER DAYS MEALS FOR RANGERS-...	0.00	56.00	
001530	TARGET SPECIALTY PRODUCTS	11/07/2023	Regular	0.00	740.00	101340
INV501313883	Invoice	10/20/2023	CEM-FERTILIZER FOR CEMETERY	0.00	740.00	
001105	TOSHIBA FINANCIAL SERVICES	11/07/2023	Regular	0.00	2,533.30	101341
513806059	Invoice	11/01/2023	Copier Lease	0.00	2,533.30	
003398	UNIVERSITY AUTO PARTS	11/07/2023	Regular	0.00	528.42	101342
180891	Invoice	10/01/2023	UF-FUEL PRESS SENSOR FOR 2015 GMC SI...	0.00	86.74	
180932	Invoice	10/01/2023	UF-THROTTLE BODY GASKET FOR 2015 G...	0.00	4.59	
181002	Invoice	10/01/2023	UF-OIL SWITCH FOR 2015 GMC SIERRA-WL...	0.00	11.99	
183332	Invoice	10/03/2023	GF-SCREW EXTRACTOR-PW SHOP	0.00	10.00	
184195	Invoice	10/12/2023	CEM-FILTERS FOR EQUIP	0.00	319.13	
184721	Invoice	10/18/2023	UF-THREAD ROD-W LINES	0.00	3.30	
184722	Credit Memo	10/18/2023	GF-CREDIT FOR RETURN OF O RINGS-STRE...	0.00	-10.78	
18482	Invoice	10/16/2023	GF-CRANKSHAFT, FUEL INJECTOR FOR 201...	0.00	57.29	
185500	Invoice	10/26/2023	UF-FUSES, PARTS FOR 200 DUMP TRUCK	0.00	40.77	
185594	Invoice	10/27/2023	GF-BOXED MINITURES-FAC	0.00	5.39	
001149	UTILITY NOTIFICATION CENTER	11/07/2023	Regular	0.00	416.67	101343
223100625	Invoice	10/31/2023	UF-RTL TRANSMISSION, POS RESP-	0.00	416.67	
001174	WAGNER EQUIPMENT CO.	11/07/2023	Regular	0.00	1,428.00	101344
P00C2610792	Invoice	10/01/2023	GF-PARTS-STREETS	0.00	930.54	
P00C2621544	Invoice	10/03/2023	AIR,OIL AND FUEL FILTERS FOR CAT LOAD...	0.00	497.46	
001963	WASTE CONNECTIONS OF COLO, INC	11/07/2023	Regular	0.00	384.89	101345

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
7359677V311	Invoice	11/01/2023	UF-TRASH SERVICE-ADMIN	0.00	384.89	
001203	WELD COUNTY SHERIFF'S OFFICE	11/07/2023	Regular	0.00	75.65	101346
1830 092023	Invoice	10/01/2023	GF-PRISONER FEES-COURT	0.00	75.65	
001224	XCEL ENERGY-GAS	11/07/2023	Regular	0.00	376.56	101347
850971238	Invoice	10/30/2023	GF-OCT23 CITY GAS BILL	0.00	376.56	
001195	YODER CHEVROLET LLC	11/07/2023	Regular	0.00	64.52	101348
161062	Invoice	10/01/2023	UF-SWITCH FOR 2015 GMC SIERRA UNIT #...	0.00	64.52	
000119	BANK OF COLORADO	10/20/2023	Bank Draft	0.00	6,406.44	DFT0002265
INV0001471	Invoice	10/20/2023	HSA DISTRIBUTION	0.00	6,406.44	
000119	BANK OF COLORADO	10/20/2023	Bank Draft	0.00	930.83	DFT0002266
INV0001472	Invoice	10/20/2023	HSA DISTRIBUTION	0.00	930.83	
001416	VALIC_1	10/20/2023	Bank Draft	0.00	48,390.90	DFT0002267
INV0001473	Invoice	10/20/2023	VALIC - 457(b) \$ Contributions	0.00	48,390.90	
001265	IRS	10/20/2023	Bank Draft	0.00	78,428.36	DFT0002268
INV0001474	Invoice	10/20/2023	Federal Withholding	0.00	78,428.36	
001418	CO DEPARTMENT OF REVENUE	10/20/2023	Bank Draft	0.00	13,951.00	DFT0002269
INV0001475	Invoice	10/20/2023	CO Withholding	0.00	13,951.00	
000119	BANK OF COLORADO	11/03/2023	Bank Draft	0.00	6,476.44	DFT0002270
INV0001476	Invoice	11/03/2023	HSA DISTRIBUTION	0.00	6,476.44	
000119	BANK OF COLORADO	11/03/2023	Bank Draft	0.00	930.83	DFT0002271
INV0001477	Invoice	11/03/2023	HSA DISTRIBUTION	0.00	930.83	
001416	VALIC_1	11/03/2023	Bank Draft	0.00	45,054.40	DFT0002272
INV0001478	Invoice	11/03/2023	VALIC - 457(b) \$ Contributions	0.00	45,054.40	
001265	IRS	11/03/2023	Bank Draft	0.00	74,952.98	DFT0002273
INV0001479	Invoice	11/03/2023	Federal Withholding	0.00	74,952.98	
001418	CO DEPARTMENT OF REVENUE	11/03/2023	Bank Draft	0.00	13,282.00	DFT0002274
INV0001480	Invoice	11/03/2023	CO Withholding	0.00	13,282.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	183	109	0.00	1,228,836.17
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-29,271.93
Bank Drafts	10	10	0.00	288,804.18
EFT's	0	0	0.00	0.00
	193	121	0.00	1,488,368.42

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	225	138	0.00	1,243,949.96
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-29,271.93
Bank Drafts	10	10	0.00	288,804.18
EFT's	0	0	0.00	0.00
	235	150	0.00	1,503,482.21

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	10/2023	799,839.36
999	POOLED CASH/CONSOLIDATED CASH	11/2023	703,642.85
			1,503,482.21

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 17, 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, October 17, 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

Kaela Dunston, Deputy City Clerk, called the roll. Those present were, Mayor Zo Hubbard, Councilmembers, Chris Ceretto, Carlos Barron, Claud Hanes, Bruce Fitzgerald, and Valerie Blackston. David Crespin participated remotely.

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

PERSONS TO ADDRESS COUNCIL

There was no one to address the Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the October 17, 2023, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- October 3, 2023 City Council Meeting Minutes
- October 10, 2023 City Council Special Meeting Minutes
- Authorizing the Disposal of Unusable Vehicles through Auction (AM 2023-148)
- Authorize the Mayor to Sign the Sub-Lease of Water Storage and Diversion Capacity Agreement with Tri-State Generation and Transmission Association Inc. with the City of Fort Lupton Utility Enterprise Board (AM 2023-150)

Motion passed unanimously on roll call vote.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 17, 2023**

PUBLIC HEARINGS

AM 2023-147 Approving a Resolution Approving a Preliminary Plat and PUD Plan, Known as the Murata Farms (Filing No. 2) Townhomes Preliminary Plat and PUD Plan

Mayor Hubbard opened the public hearing at 6:04 p.m.

City Attorney, Andy Ausmus, read the connected meeting advisement to Karen Henry with Henry Design Group and Travis Frazier with Redland who were representing the applicants, they consented to move forward with the hearing.

City Planner, Clay Hartley presented the item.

John Cork of CW Murata, LLC and Tim Buschar of COLA, LLC (“Applicants”) have applied for approval of a Preliminary Plat and PUD Plan, known as the Murata Farms (Filing No. 2) Townhomes Preliminary Plat and PUD Plan for City Council’s consideration. A public hearing for this application was held on September 28, 2023, and Planning Commission recommended approval to City Council of the Preliminary Plat and PUD Plan.

The site that is the subject of this Preliminary Plat and PUD Plan is located south and adjacent to Highway 52 and west of County Road 29 ½ (the “Property”). The proposed Preliminary Plat and PUD Plan are for a residential subdivision that will include 45 fee-simple, single-family, attached residential lots. The subdivision includes greenspace amenity areas and connects to the regional trail network. The subdivision is 5.35 acres, more or less.

All notification requirements were met, including posting notice of the hearings on the property at least 15 days prior to this public hearing, mailing notice to property owners within 500 feet of the site, and publishing notice of the hearing at least 15 days prior to the hearing.

Pursuant to the Municipal Code, prior to a preliminary plat for a proposed subdivision, a sketch plat must be approved by City Council. The City Council approved the Murata Farms Sketch Plat and PUD Plan on April 21, 2020 by Resolution No. 2020R046.

Karen Henry provided a presentation to Council. Ms. Henry’s presentation included the site plan, Landscape Plan, and line drawings of what the elevations will look like. Mr. Frazier stated they will be extending the public road along S. Grosbeak Avenue. Mayor Hubbard asked who maintains the roads. Mr. Frazier responded, stating all the private roads are maintained by the district and the public right of way, all the public roads including meadowlark parkway will be maintained by Fort Lupton.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 17, 2023**

There was no further discussion and no one from the public wished to speak. Mayor Hubbard closed the public hearing at 6:15 p.m.

It was moved by Bruce Fitzgerald and seconded by Chris Ceretto to approve Resolution 2023R034 APPROVING A PRELIMINARY PLAT AND PUD PLAN, KNOWN AS THE MURATA FARMS (FILING NO. 2) TOWNHOMES PRELIMINARY PLAT AND PUD PLAN. Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2023-149 Amending the Contract for Adolfson & Peterson Construction to Proceed with Contracting and Procuring Subcontractors and Material for the Final Guaranteed Maximum Price Based on the 100% Construction Drawings for an Amount Not to Exceed a Total Project Cost of \$10,908,523.00 for the Recreation Expansion Project

\$6,467,483.00 Initial Guaranteed Maximum Price (IGMP) and \$671,327.00 for General Manager /General Contractor (GM/GC) services have already been approved. Since Adolfson & Peterson (A&P) Construction was retained to be the CM/GC, they have secured bids/pricing. This amount is based on approximately 100 % of the Construction Drawings (CD). By securing the subcontractors and supplies order, it will keep the 11 months build out on schedule. A & P received multiple bids on each project area. A&P has bid out the remaining trades and materials for the Final Guaranteed Maximum Price (FGMP). Each month construction prices have continued to increase due to difficulties in securing materials and staff. Securing pricing early will greatly influence the timeline and finished product.

It was moved by Claud Hanes and seconded by Valerie Blackston to Amend the Contract for Adolfson & Peterson Construction to Proceed with Contracting and Procuring Subcontractors and Material for the Final Guaranteed Maximum Price Based on the 100% Construction Drawings for an Amount Not to Exceed a Total Project Cost of \$10,908,523.00 for the Recreation Expansion Project. Motion passed unanimously on roll call vote.

STAFF REPORTS

Leann Perino, Finance Director reminded everyone that the budget retreat is Saturday, October 21, 2023 at 9:00 a.m.

Todd Hodges, Planning Director reported the City of Fort Lupton has been accepted for proposition 123. He also reported that tomorrow is City Planner, Clay Hartley's last day with the City of Fort Lupton and thanked him for all the work he has done for the City.

MAYOR/COUNCIL REPORTS

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 17, 2023**

Councilmember Carlos Barron, reported that he went to Pumpkinfest over the weekend, he stated there was a lot of people and everyone had fun.

Councilmember Chris Ceretto, wished Clay Hartley farewell and thanked him for his contribution to the City.

Mayor Zo Hubbard, reported that she attended the Opium Council Region 3 and they awarded a number of grants. However, there is still money left and time to apply. One of the grants was for \$50,000.00 for Ault, asking to strengthen their k-9 response units.

FUTURE CITY EVENTS

October 31, 2023 Trick or Treat Street, 4:00 p.m. – 6:00 p.m.
Downtown Fort Lupton

UPCOMING MEETINGS

October 21, 2023 Budget Retreat, City Hall, 130 S. McKinley Ave. 9:00 a.m.
October 31, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m. (Canceled)
November 7, 2023 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
November 14, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:24 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

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

The City Council of the City of Fort Lupton met in special session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Saturday, October 21, 2023. Mayor Zo Hubbard called the meeting to order at 9:00 a.m.

ROLL CALL

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

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, Finance Director, Leann Perino, Finance Department Staff, Kris Kindle, Jo Ann Rossi, Jessica Rodriguez, and Cassie Campbell, Chief of Police, John Fryar, Lieutenant, William Carnes, and HR Director, Amanda Rice, Public Works Director, Roy Vestal.

PRESENTATION OF THE 2023 PRELIMANRY BUDGET

Leann Perino, Finance Director, led the discussion regarding the proposed 2024 Preliminary Budget. Each department presented their 2024 budget requests. The Council then made recommendation to either accept the request, amend the request or deny the request.

ADJOURNMENT

It was the consensus of Council to adjourn the Special Meeting at 12:30 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Appointment of Zachary Potter by the Mayor to the Planning Commission as a Regular Member for a Three-year Term Beginning November 7, 2023, and Ending November 7, 2026.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Zachary Potter has expressed an interest in serving on the Planning Commission and has submitted an application for appointment as a regular member to the Commission. Section 2-182 of the Fort Lupton Municipal Code allows up to seven members to serve on the Planning Commission with one alternate to sit as a regular member, should a regular member be absent.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

The Mayor has statutory authority under C.R.S. 31-23-203, and Section 2-182 of the Fort Lupton Municipal Code, to appoint members of the public to fill vacancies on the Planning Commission.

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

1. Approve a resolution appointing Zachary Potter as a regular member of the Planning Commission;
or
2. Do not approve a resolution appointment Zachary Potter as a regular member of the Planning Commission.

STAFF RECOMMENDATIONS

Staff recommends approval of Zachary Potter's appointment to the Planning Commission for a term ending on November 7, 2026.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2023Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE APPOINTMENT OF ZACHARY POTTER AS A REGULAR MEMBER FOR A TERM BEGINNING NOVEMBER 7, 2023 AND ENDING NOVEMBER 7, 2026.

WHEREAS, the Mayor of Fort Lupton under C.R.S. 31-23-203 and Municipal Code Section 2-182, has the authority to fill vacancies on the Planning Commission and hereby exercises the right to appoint Zachary Potter to the Planning Commission as regular member; and

WHEREAS, the City Council may ratify the appointments by the Mayor to serve on the Planning Commission; and

WHEREAS, Zachary Potter has expressed interest in serving on Planning Commission; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of Zachary Potter to serve as a regular member to the Planning Commission beginning November 7, 2023 and ending November 7, 2026.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 7th DAY OF NOVEMBER 2023.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approve a Resolution Appointing Shannon Rhoda to the Planning Commission for the remainder of a term, Expiring May 22, 2024

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Planning Commission has a vacancy for a term expiring May 22, 2024. Shannon Rhoda has expressed interest in filling this vacancy.

Ms. Rhoda resides within the City of Fort Lupton and has been on various Boards, including City Council, for many years. She has expressed an interest in assisting with the future growth of the City of Fort Lupton. Her prior Board experience will prove valuable to the recommendations and decisions of proposals presented to Planning Commission.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

The Mayor has statutory authority under C.R.S. 31-23-203, and Section 2-182 of the Fort Lupton Municipal Code, to appoint members of the public to fill vacancies on the Planning Commission.

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

1. Approve a resolution appointing Shannon Rhoda as a regular member of the Planning Commission; or
2. Do not approve a resolution appointment Shannon Rhoda as a regular member of the Planning Commission.

STAFF RECOMMENDATIONS

Staff recommends approval of Shannon Rhoda's appointment to the Planning Commission for a term ending on May 22, 2024.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2023Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE APPOINTMENT OF SHANNON RHODA AS A REGULAR MEMBER FOR A TERM BEGINNING NOVEMBER 7, 2023 AND ENDING MAY 22, 2024.

WHEREAS, the Mayor of Fort Lupton under C.R.S. 31-23-203 and Municipal Code Section 2-182, has the authority to fill vacancies on the Planning Commission and hereby exercises the right to appoint Shannon Rhoda to the Planning Commission as regular member; and

WHEREAS, the City Council may ratify the appointments by the Mayor to serve on the Planning Commission; and

WHEREAS, there is a vacancy on the Planning Commission for a term ending May 22, 2024

WHEREAS, Shannon Rhoda has expressed interest in serving on Planning Commission; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of Shannon Rhoda to serve as a regular member to the Planning Commission beginning November 7, 2023 and ending May 22, 2024.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 7th DAY OF NOVEMBER 2023.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approving the Agreement and the Ratification of the Mayor's Signature on the Agreement for Animal Control Services with NOCO Humane with an Effective Date of October 2, 2023

SUMMARY STATEMENT/BACKGROUND DISCUSSION

NOCO Human, a Colorado nonprofit corporation is dedicated to the safe and humane treatment of animals and desires to furnish said services to the City of Fort Lupton. NOCO Humane operates a state-licensed animal shelter at 1620 42nd Street in Evans and employs trained and qualified persons to transport, shelter, and handle animals within its custody.

The City has engaged with NOCO Humane to furnish animal control services for residents of the City.

The duration of the agreement will be for 15 months, from October 2, 2023 through December 31, 2024. The agreement shall automatically renew for successive 12-months terms unless either party gives notice in writing at least 90 days prior to the end of the term or unless sooner terminated.

NOCO will provide: sheltering, impoundment, and reclaim services for stray or impounded domestic companion animals.

Per the agreement, the City will agree to the following:

- a. Pay NOCO Humane \$260 for each stray animal not reclaimed by its owner
- b. Pay NOCO Humane \$100 for each stray animal reclaimed by its owner
- c. Pay NOCO Humane \$360 for unowned stray animals held under rabies quarantine. An additional surcharge of \$20 for dogs on long term impounds required by the Act to have two runs
- d. NOCO Humane may retain, as additional compensation, all impound fees collected by NOCO Humane from individuals whose animals are released which have been impounded by the City

Additional terms as stated within the agreement.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

1. Approve the agreement.

STAFF RECOMMENDATIONS

This section is reserved for staff's recommendation on the issue in question

Attachments: a. Agreement for Animal Control Services

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

AGREEMENT FOR ANIMAL CONTROL SERVICES

This Agreement for Animal Control Services ("Agreement") is made effective as of October 2, 2023 ("the Effective Date"), by and between the City of Fort Lupton, Colorado, hereinafter referred to as "the City" and the NOCO Humane, a Colorado nonprofit corporation with a principal place of business at 3501 E. 71st St., Loveland, CO 80538.

WHEREAS, NOCO Humane is dedicated to the safe and humane treatment of animals and desires to furnish said services; and

WHEREAS, NOCO Humane operates a State-licensed animal shelter at 1620 42nd Street, Evans, Colorado 80620 ("the Shelter"), and employs trained and qualified persons to transport, shelter, and handle animals within its custody;

WHEREAS, the City desires to engage NOCO Humane to furnish animal control services for residents of the City and funds have been provided therefore;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the City and NOCO Humane agree to the following:

1. Duration of the Agreement. This Agreement shall have initial term of 15 months, October 2, 2023 through December 31, 2024.
2. Automatic Renewal. This Agreement shall automatically renew for successive 12-month terms unless either party gives notice in writing of the intent not to renew at least 90 days prior to the end of a term or unless sooner terminated as provided herein.
3. Termination. Either party may terminate this Agreement, with or without cause and with or without providing reasons for termination, upon giving the other party ninety (90) days' prior written notice. Upon termination, NOCO Humane shall be due and owing all amounts due for services rendered in accordant with this Agreement through the effective date of termination.
4. Services. NOCO Humane shall perform the following services for the City:

provide sheltering, impoundment, and reclaim services for stray or impounded domestic companion animals.
5. Performance of Services. In the performance of the services, NOCO Humane shall:
 - a. comply with the applicable laws of the State of Colorado, including but not limited to, the Pet Animal Care and Facilities Act, C.R.S. §§ 35-80-101 through 117 ("Act"), ordinances of the City, the existing administrative directives of the City, and such future administrative directives of the City as may from time to time be agreed to by NOCO Humane and the City Council of the said City, relative to operating and managing an animal shelter;

- b. maintain the sheltering and impound facility in a clean, sanitary condition as required by the Act;
 - c. accept from the City for impoundment in the Shelter, dogs, cats, and other companion animals similar in size to dogs and cats, under the same terms and conditions as herein provided for the impoundment of dogs. Animals delivered by the general public and originating within the City limits will be considered from the City;
 - d. do each and every other professional act deemed necessary or appropriate to the end that the Shelter shall be operated in an efficient, effective, and economical manner;
 - e. not release or otherwise dispose of any dog or other animal placed by the City with NOCO Humane under the terms of this Agreement unless and until all impoundment periods prescribed by the City and the Act have been satisfied or unless euthanasia prior to that time is deemed necessary or appropriate by the veterinarian or designated shelter personnel advising NOCO Humane.
 - f. keep and maintain all animals covered by this Agreement impounded to it by the City under the provisions of this Agreement for at least the time required by the Act. In the event any animal is held for the purpose of observation for the presence of rabies, the animal shall be held for such times as directed by the City Chief of Police, Health Department, or other designated individual for no less than ten (10) days or such greater times as may be provided in the City regulation or ordinance. During the observation period, the daily board fee will be collected from the owner of the animal, or, in the case of an unowned animal, will be paid by the City.
 - g. not release an animal to its owner unless all requirements of the City's regulation or ordinances, including payment of impoundment fees, have been complied with unless NOCO Humane, in its sole discretion, waives said fees.
 - h. submit a report to the City on a quarterly basis with listing the following information in comparison to the previous quarter:
 - 1) total number of stray animals admitted to the Shelter from the City.
 - 2) total number of impounded animals returned to their owners.
6. Transport of Animals. With regard to assisting NOCO Humane and transporting animals pursuant to this Agreement, the City shall:
- a. provide humane treatment, adequate food, access to water, and sanitary conditions for animals picked up by the City until they can be transported to the Shelter.
 - b. transport the animals within a reasonable time from the time the animal is taken

into custody by the City.

- c. immediately notify NOCO Humane or immediately transport an animal to a licensed veterinarian for treatment if the animal is suffering or requires immediate veterinary care.

- 7. Indemnity. Notwithstanding anything else herein, NOCO Humane shall protect, defend, indemnify, and hold harmless the City, the departments and agencies thereof, its officers, elected and appointed, and its employees, servants, and agents from any and every action, cause of action, claim, or demand of any third party resulting from or arising out of any negligent act or omission of NOCO Humane, its officers, employees or agents, relating to the performance of any of the obligations of NOCO Humane under this Agreement. NOCO Humane shall not however, be liable for the acts, claims, or demands which may arise from the negligent acts of the City, its officers, elected or appointed, and the departments thereof, nor for acts, claims or demands based upon the operation of the Shelter by NOCO Humane or the transport of animals to the Shelter in compliance with instructions or orders given to NOCO Humane by authorized agents or elected or appointed officers of the City.
- 8. Insurance. NOCO Humane shall carry liability insurance sufficient to insure against acts or omissions of NOCO Humane, its employees, and agents, with the minimum coverage as follows:

Bodily Injury	\$150,000.00/\$1,000,000.00
Property Damage	\$50,000.00

The City shall be an "Additional Insured" on any policy obtained by NOCO Humane pertaining to its duties under this Agreement with respect to operations performed by or on behalf of NOCO Humane and falling within the scope of the Agreement between the City and NOCO Humane.

- 9. Fee Schedule. The City agrees:
 - a. to pay NOCO Humane \$260 for each stray animal not reclaimed by its owner.
 - b. to pay NOCO Humane \$100 for each stray animal reclaimed by its owner.
 - c. to pay NOCO Humane \$360 for unowned stray animals held under rabies quarantine. There will be an additional surcharge of \$20 for dogs on long term impounds required by the Act to have two runs.
 - d. that NOCO Humane may retain, as additional compensation, all impound fees collected by NOCO Humane from individuals whose animals are released which have been impounded by the City.
- 10. Independent Contractor Status. The Parties agree that:
 - a. NOCO Humane is and shall at all times be deemed an independent contractor.
 - b. NOCO Humane, its officers, agents, or employees shall at no time be deemed employees, officers, or agents of the City.

- c. NOCO Humane shall be solely responsible for the acts of its officers, agents, and employees and payment of all withholding taxes, social security, unemployment compensation, workers' compensation, or other taxes, and shall hold the City harmless and indemnify the City from all claims for the same.
 - d. NOCO Humane has under this Agreement only the right to receive compensation from the City for the services performed hereunder.
 - e. As to dealings with third parties, neither Party shall have no power to bind the other by contract or any other manner, nor shall either have any power or authority to act for or on behalf of the other.
 - f. NOCO Humane shall not assign any of the rights acquired by or delegate the duties imposed upon it under the provisions of the Agreement without having first obtained the written permission of the City to do so.
-
- 11. Amendments. This Agreement may not be amended or modified except by written instrument agreed to and executed by all Parties.
 - 12. Waiver of Breach. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as, or to be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.
 - 13. Signatures. For purposes of this Agreement, there may be any number of counterparts, each of which shall be deemed as originals. Facsimile, scanned, and other electronic signatures permitted by law, for purposes of this Agreement, shall be deemed as original signatures.
 - 14. Governing Law. This Agreement will be governed by the laws of the State of Colorado. Nothing herein shall be interpreted as a waiver of the City's rights and obligations under the Colorado Governmental Immunity Act, which all said rights are reserved by the City hereunder.
 - 15. Exclusive Agreement. The Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.
 - 16. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class US Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

If to NOCO Humane:

NOCO Humane
c/o Judy Calhoun
3501 E. 71st St.
Loveland, CO 80538

If to the City:

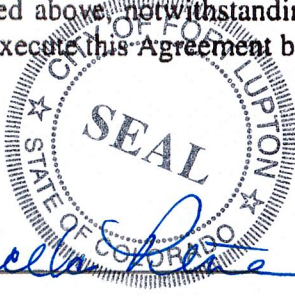
City of Fort Lupton
Attn: City Administrator
130 S. McKinley Ave.
Fort Lupton CO 80621

17. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings, whether written or unwritten, with respect to the same subject matter.

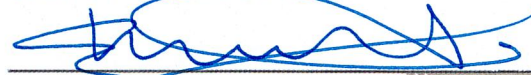
IN WITNESS WHEREOF, this AGREEMENT is entered into as of the EFFECTIVE DATE noted above, notwithstanding actual date of execution. The Parties hereby agree to the same and execute this Agreement by their duly authorized representatives as follows:

ATTEST:





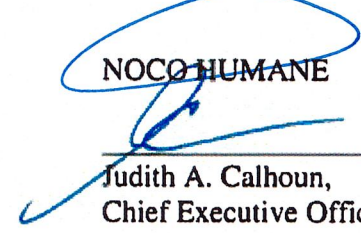
CITY OF FORT LUPTON:



ATTEST:



NOCO HUMANE



Judith A. Calhoun,
Chief Executive Officer



SUBJECT FOR DISCUSSION

Approving Payment to KNS for the amount of \$36,369.16 and Not to Exceed \$41,000 for the Purchase and Installation of Bi-Directional Amplifier System at City Hall to Satisfy the Police Department and Emergency Operations Center Needs.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Fort Lupton Police Department was approved for a basement renovation project, which includes improving radio signal in the basement of the building. There was a secondary need to establish a communications foundation for the Emergency Operations Center. This will be completed in Phase 2 of the basement renovation. KNS is the subcontractor for Cross Line Construction, the basement project general contractor, specializing in radio amplification projects. KNS submitted a quote for the installation of the necessary hardware allowing public safety radios to work throughout the City Hall building, including the basement. At this time, radio signal in the basement is sporadic. PD staff members working in the basement need reliable radio coverage to perform job duties. This will also be true for Emergency Operations staff when that project is complete.

FINANCIAL CONSIDERATIONS

Funding for this payment is available in capital projects in The General Fund's Safety department approved 2023 budget.

LEGAL/POLITICAL CONSIDERATIONS

This project was included in the Police Department's Basement Request For Proposals and does not need to be bid separately.

ALTERNATIVES/OPTIONS

Research to similar companies has not returned any alternatives.

STAFF RECOMMENDATIONS

Staff recommends approving payment of the quote.

Attachments: a. KNS Quote 440272v1

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



We have prepared a quote for you

Tower Structural Analysis & Inspection

Quote # 440275
Version 1

Prepared for:

City of Fort Lupton

Zo Hubbard
mayor@fortluptonco.gov

Prepared by:

Bruce Riley

3 Inverness Drive East
Suite 100
Englewood, CO 80112
www.knsinternational.com
(303) 987-2680



Tuesday, October 24, 2023

City of Fort Lupton
Zo Hubbard
130 S McKinley Avenue
Fort Lupton, CO 80621
mayor@fortluptonco.gov

Dear Zo,

Zo Hubbard, MAYOR

SCOPE OF WORK

PROJECT SUMMARY

Tower inspection, structural analysis report, antenna and lines removal and guy wire tensioning.

PROJECT DETAILS

1st Trip

- Perform tower inspection and provide report per TIA and recommendations.
- Structural analysis report per TIA.

2nd Trip

- Remove unused antenna and lines from the tower.

Optional

- Tension guy wires based on results from reports.

SITE ADDRESS

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

ASSUMPTIONS/NOTES

Cost for tensioning guy wires is only valid during second trip.

Wooden beams that the guy wires attach to are not being reviewed for structural integrity. Another firm should be contracted to review the building structure.

Work quoted to be performed during normal business hours (M-F).

SHIPPING CHARGES ARE THE RESPONSIBILITY OF THE CLIENT AND WILL BE INVOICED AT ACTUAL + 15%

Please contact me if you have any questions.

3 Inverness Drive East
Suite 100
Englewood, CO 80112
www.knsinternational.com
(303) 987-2680



B. Riley

Bruce Riley
Director, Business Development
KNS Communications Consultants

3 Inverness Drive East
Suite 100
Englewood, CO 80112
www.knsinternational.com
(303) 987-2680



Trip 1 & 2 Services

Description	Price	Qty	Ext. Price
KNS Services - Removal of unused equipment, Tower Inspection & Reports	\$14,500.00	1	\$14,500.00
Subtotal:			\$14,500.00

Optional Tensioning Services

Description	Price	Qty	Ext. Price
Guy Wire Tensioning	\$2,200.00	1	\$2,200.00
Subtotal:			\$2,200.00

3 Inverness Drive East
Suite 100
Englewood, CO 80112
www.knsinternational.com
(303) 987-2680



Tower Structural Analysis & Inspection



Prepared by:

KNS Communications Consultants

Bruce Riley
+1 (720) 289-7944
bruceriley@knsdenver.com

Prepared for:

City of Fort Lupton

130 S McKinley Avenue
Fort Lupton, CO 80621
Zo Hubbard
(303) 857-6694
mayor@fortluptonco.gov

Quote Information:

Quote #: 440275

Version: 1
Delivery Date: 10/24/2023
Expiration Date: 11/24/2023

Quote Summary

Description	Amount
Trip 1 & 2 Services	\$14,500.00
Optional Tensioning Services	\$2,200.00
Total: \$16,700.00	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

KNS Communications Consultants

Signature: 
Name: Bruce Riley
Title: Director, Business Development
Date: 10/24/2023

City of Fort Lupton

Signature: _____
Name: Zo Hubbard
Initials: ZASH
Date: 10/24/2023 8:22:24 AM
IP Address: 97.118.145.144
Email Address: Mayor@fortluptonco.gov
PO Number: CCross

Terms and Conditions

By approving the attached KNS quote or proposal the customer agrees that:

- (1) You have the authority to sign the quote;
- (2) The proposal is accepted and approved;
- (3) All terms, including payment terms, are accepted and approved;
- (4) KNS retains a purchase money security interest in the equipment until payment in full has been received by KNS;

(5) Equipment is shipped EWX (Incoterms 2010). Transfer of ownership is at the shipping point of origin. Customer agrees that all equipment will be fully insured for replacement value, and will document this insurance prior to its release at the shipping point of origin to the freight carrier. Customer agrees that they are responsible for payment in full for any loss or damage to any equipment which occurs after the freight carrier receives the equipment at shipping point of origin. It is the responsibility of the customer to verify the completeness of the shipment.

(6) KNS retains the right to remove the equipment at buyer's expense, if payment in full is not made in accordance with the terms provided herein.

(7) KNS assumes no liability resulting from the removal of the equipment.

Upon receipt of the equipment at KNS facilities for staging: KNS will immediately bill the customer in accordance with the terms described herein.

Currency: All quotes are in US Dollars

This quote is valid for 15 days: Quotes not accepted within 15 days shall be subject to re-pricing at the sole discretion of KNS.

International Shipments: From time to time, US customs may limit/modify the shipment of certain goods to specific locations/countries. In the event goods are unable to be shipped to your specific location, returns of such equipment shall be dictated by the return privileges of the various vendors. In any case customer is responsible for paying for all goods and services up to and including goods that have been held due to customs. Returns and refunds will be managed with the customer after KNS receives the held goods. KNS shall make its best effort to confirm the ability to ship goods to the destination prior to ordering such equipment.

Equipment Returns: Equipment returned to KNS is governed primarily by the respective manufacturers. SOME EQUIPMENT IS NON-RETURNABLE. Any items returned to KNS for credit shall be freight prepaid and are subject to the following conditions: Equipment shall be new, unused and in factory sealed containers; Equipment is subject to inspection by KNS; KNS reserves the right to reject any return; return credits shall be issued within 30 days less any applicable restocking fees, repackaging fees (if applicable) or any fees charged by the manufacturer.

Equipment Substitutions: From time to time there may be a need to replace one piece of equipment with another. KNS reserves the right to substitute one brand or model of equipment for another so long as the performance, functionality and technical specifications of the new equipment are no less than the specifications of the equipment being substituted. KNS shall make its best effort to notify the customer of a potential substitution.

Progress Billing: Customer shall be billed every 2 weeks based upon progress on job under contract or upon completing pre-defined milestones.

Payment terms: All amounts represented in US Dollars. All payments are due according to the terms stated in the quote from date of invoice unless specified otherwise. Payments not received within the proposed terms shall bear interest at the rate of 1.5% per month compounded monthly. In the event of non-payment, KNS reserves the right to pursue the full amounts owed it in addition to interest, court costs, attorney's fees and all collection costs allowable by law. KNS reserves all rights and remedies allowable by law for the settlement of all amounts due to KNS.

Limited warranty: All parts and labor are warranted by the manufacturer and, as such, carry the manufacturer's limited warranty. KNS warrants all labor on the installation of the materials installed herein for 90 days. KNS makes no other warranties expressed or implied, and its technicians and employees are not authorized to make such warranties on behalf of the company. All shipping costs associated with warranty claims will be the responsibility of the customer. Labor warranty does not include expenses incurred for travel to or from customer site. Warranty does not cover 3rd party installed parts, equipment or services. Any expenses will be billed as described below.

Expenses: All expenses shall be billed net 20 twice monthly at cost plus 15%. Expenses paid beyond net 20 terms will incur a 10% surcharge. Expenses include but are not limited

3 Inverness Drive East
Suite 100
Englewood, CO 80112
www.knsinternational.com
(303) 987-2680



Terms and Conditions

to the following: travel (includes, food, hotel, airfare, rental vehicles and other customary charges) freight, insurance and equipment rental.

Freight and Crating: All freight costs will be billed at cost plus 15%. This includes inbound charges for equipment shipped to KNS and outbound freight when product is shipped or drop shipped to the customer's location. Freight will not be charged if billed to the customer's freight account when approved by the customer. In the case of international shipments, KNS will often crate and seal the equipment in order to protect against damage in-transit including but not limited to: Weather, shipments going via ship, shipments left on the tarmac or other exposure to inclement conditions. Crating will be charged at cost plus 15% and will be billed upon shipment.

Taxes and Duties: There will be added to the quoted price any import, sales or other tax or duty which KNS may be required to collect or pay upon the sale of products quoted. If such matter is not included in the invoice for the products, it may be invoiced separately later. Customers who are not in the State of Colorado shall be responsible for paying any local use taxes. Customers agree to pay all such duties and taxes referred to herein. Customer shall provide a statement to KNS showing that they accept full responsibility for paying regulatory use taxes for the equipment purchased.

Governing Law/Jurisdiction: These terms and conditions are governed by the laws of the State of Colorado, without regard to conflicts of law principles that would provide for application of the law of a jurisdiction outside the United States. The Parties agree that the United Nations Convention on Contracts for International Sale of Goods (CISG) does not apply to these terms and conditions. The parties irrevocably submit to the jurisdiction of the state and federal courts of Denver, Colorado USA.

Waiver of Objection: Each party hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any suit, action, or proceedings relating to this Agreement in Denver, Colorado and further irrevocably waives any claim that Denver, Colorado is not a convenient forum for any such suit, action or proceeding.

Change Orders: Subject to the limitations set forth below, Customer may change the configuration of any Equipment on order or Project Specifications by delivering to KNS a written Change Order notice.

Change orders must be received by KNS at least 14 business days prior to the scheduled delivery date or 5 business days prior to the scheduled implementation date of the affected change. The change order shall not be effective unless agreed to in writing by KNS. Any expenses already incurred prior to receipt of a change order and any non-returnable items or items with a restocking fee will be due and payable as originally agreed upon. Customer agrees to pay KNS a Contract Price adjustment, which shall be agreed upon in writing by KNS and Customer, which adjustment shall be agreed based on any properly accepted Change Orders.

Product Substitutions: KNS reserves the right to substitute parts to support the implementation of a project or fulfill and order. These substitutions are primarily limited to cabling, batteries, mounting hardware and miscellaneous parts. Substitutions would result principally by availability or product obsolescence. Parts substituted shall be of no less quality and specifications than those originally specified for the job and will be new and unused. It is the KNS practice to not substitute core products such as radios, software, antennas, combiners, switches, routers etc.. without consulting the customer. In the event a substitution of core products becomes necessary, the customer will be consulted and a new quote generated.

Proposal: The proposal (quote) is not a binding agreement until signed, and shall not be deemed to create any legal obligations on either KNS or the Customer. No such obligation shall be created, except by the execution and delivery of a Purchase Order or a Final Project & Services Agreement containing such terms and condition, and then only in accordance with the terms and conditions of such Final Project & Services.

Non-Disclosure: All parties agree that separate non-disclosure and confidentiality agreements shall be executed.

Rev 2022.11.22WS



SUBJECT FOR DISCUSSION

Approve a Resolution Accepting Community Service Workers' Accident Medical Plan (CSWAMP) for the 2024 Policy Year for an Estimated Amount of \$300.00.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

In 2023, City Council approved the Municipal Court to provide supervision of community service workers in-house. Community Service Workers' Accident Medical Plan (CSWAMP) is an optional coverage offered by CIRSA. CSWAMP provides medical and accidental death and dismemberment (AD&D) coverage for community service workers who have been assigned to perform community service work by the entity's Municipal Court. Individuals ordered to perform community service do not qualify for coverage under CIRSA's Volunteer Accident Medical Plan (VAMP). Any possible payouts, per claim, are limited under the CSWAMP policy.

There is no rate increase for the 2024 policy renewal year.

FINANCIAL CONSIDERATIONS

The costs for CSWAMP is \$3.27 per worker. Anticipated costs for 2024 is \$300.00. Costs have also been budgeted in the General Fund's 2024 budget.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

Recommend staff research the possibility of alternate insurance carrier.

STAFF RECOMMENDATIONS

Staff recommends approval of Community Service Workers' Accident Medical Plan (CSWAMP).

Attachments:

- a. Proposed Resolution
- b. Letter from CIRSA dated October 19, 2023

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2023RXXX

A RESOLUTION ACCEPTING COMMUNITY SERVICE WORKER’S ACCIDENT MEDICAL PLAN (CSWAMP) FOR THE 2024 POLICY YEAR

WHEREAS, Municipal Code Section 2-141, created a Municipal Court within the City of Fort Lupton; and

WHEREAS, the Municipal Court may order community service work as part of the offender’s sentence; and

WHEREAS, Council finds Community Service Worker’s Accident Medical Plan benefits the health, safety and wellbeing of offenders ordered to perform community service;

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

Section 1. Effective with the policy year starting on January 1, 2024, the City of Fort Lupton accepts CIRSA’s Community Service Worker’s Accident Medical Plan (CSWAMP) coverage for Municipal Court’s community service workers.

Section 2. The City of Fort Lupton’s City Clerk shall transmit a copy of the resolution to CIRSA.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 7TH DAY OF NOVEMBER 2023.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Mari Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

October 19, 2023

Leann Perino, Finance Director
City of Fort Lupton
130 South McKinley
Fort Lupton, CO 80621

**SUBJECT: Community Service Workers' Accident Medical Plan 2024
Program Plan Information and Data Collection Form**

Dear Leann:

Enclosed are the plan information and data collection form documents pertaining to the 2024 Community Service Workers' Accident Medical Plan (CSWAMP). Coverage is placed through a master program specially designed and negotiated for CIRSA with Wellfleet Insurance Company.

The 2024 CSWAMP rate is \$3.27 per community service worker. Your final 2024 premium is subject to audit. The rate is effective from January 1, 2024 through December 31, 2024.

The Plan Information provides a general summary of the coverages. All coverages are governed by the terms, conditions, exclusions, and limitations stated in the applicable coverage documents. **The enclosed Plan Information summary should not be relied on as a substitute for review of those documents.** If the enclosed information is not adequate for you to make a decision about participating in the coverage for 2024, please do not hesitate to contact your underwriting representative.

YOUR RECORD KEEPING OBLIGATIONS:

Your entity must keep a record of the individuals to be covered by the CSWAMP policy. **CSWAMP coverage will apply only to those individuals for whom the records are kept and only for the location, task or duties as described in those records.**

Your entity is required to keep records showing the individual's name, location to which they will be assigned, approximate number of hours worked, dates of service and description of task or duties. We cannot guarantee coverage if this information is not maintained.

Upon your acceptance of this coverage for 2024, we will send a packet containing a sample roster and registration form, with instructions, to you. The forms will be needed when completing the 2024 audit in January, 2025.



THE AGREEMENT:

Attached is an Data Collection form for your entity's participation in the 2024 CSWAMP Program. You may purchase this coverage at any time during the year. **However, CIRSA must receive your acceptance letter at least two (2) working days prior to the effective date of coverage.** Your 2024 invoice will be based on the deposit information you provide.

This coverage is optional. Your entity is not required to purchase this coverage.

For coverage effective January 1, 2024, please return the Data Collection Form no later than Wednesday, November 22, 2023.

Sincerely,



Catherine A. Wegman
Underwriting Representative

Enclosures



BLANKET ACCIDENT INSURANCE DATA COLLECTION
CSWAMP POLICY NO. SPR0-50572-609
EFFECTIVE DATE: 1/1/2024

Entity: City of Fort Lupton Department/Program Name: _____

Completed by/Title: _____ Phone Number: _____ Effective Date of Coverage: _____

Accident Medical Expense PRIMARY

Maximum Benefit Amount (per Injury): \$50,000

Deductible Amount (per Injury): \$ 0

Benefit Period: 52 Weeks

Accidental Death Benefit: \$10,000

Accidental Dismemberment Benefit

Principal Sum: \$10,000

Aggregate Limit: \$250,000

Catastrophic Cash Benefit: \$25,000

Name of location to which community service worker will be assigned (please attach additional paper if necessary)	Number of community service hours assigned per worker	Description of task or duties	Approximate number of community service workers** per year

Deposit premium computations:

*Total estimated number of community service workers:	Rate: \$3.27	Total: \$
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****PLEASE SEE ENCLOSED PLAN INFORMATION FOR ELIGIBILITY REQUIREMENTS**

Total Premium: \$ _____

Deposit Premiums will be adjusted by year-end audit based on actual usage of the program.

____ By submission of this application to CIRSA, the entity listed above hereby acknowledges and accepts the deposit premium and hereby requests the bindery of this coverage with Wellfleet Insurance Company.

____ The entity above rejects binding of this coverage for 2024.

Signature: _____ Date of Request: _____
(Signature be that of Mayor, Manager or Clerk)

***If additional pages of the application are used, please remember to include the additional numbers of participants in the computations for the total premium.**

This is NOT a bill. An invoice will be sent January 1, 2024.

**2024 COMMUNITY SERVICE WORKERS' ACCIDENT MEDICAL
COVERAGE PLAN (Optional)**

Coverage: This optional coverage provides medical and accidental death and dismemberment (AD&D) coverage for community service workers. It covers the community service workers who have been assigned to perform community service work by your entity's court but are working under the direct supervision of another entity and the community service workers who are working under the direct supervision and control of your employee(s). To be eligible for this coverage the worker cannot be entitled to benefits under any Workers' Compensation Act or similar law. Coverage is offered to both Property/Casualty and Workers' Compensation Pool members.

Community service workers must be at least 12 years old to be eligible.

<u>Limits:</u>	Accidental Death Benefit Amount:	\$ 10,000
	Accidental Dismemberment Benefit, Maximum Amount:	\$ 10,000
	Accidental Medical Expense Benefit (Primary):	\$ 50,000
	Dental Maximum (Per Tooth Per Accident):	\$ 250
	Aggregate Limit Per Occurrence:	\$ 250,000
	Catastrophic Cash (lump sum), Maximum Benefit:	\$ 25,000

Deductible: This plan has no deductible.

Premium Billing: A deposit premium will be billed effective the date your entity begins coverage under the policy. The deposit premium will be adjusted at the year-end audit based on actual participation numbers. Mid-year billings will be made if there is an addition of 15 or more participants to the program. All other additions will be adjusted at the year-end audit.

Record Keeping: Your entity is required to maintain registration or roster forms listing covered individuals throughout the year. These forms are to be used to determine your year-end audit actual participation numbers and to certify that an individual is an individual covered by this policy should a claim occur. Please make sure each community service worker is listed only once on the registration or roster forms. Each individual community service worker must be listed on either a registration or roster form for coverage to apply. Sample registration or roster forms will be provided to assist you in this process.

Claims: Wellfleet Insurance Company administers the claims. Claim forms will be provided. Injured persons should be directed to the physician of their choice. Attach bills for medical expenses being claimed to the completed claim form and send directly to:

Wellfleet Insurance Company
1500 Main Street, 10th Floor
PO Box 15369
Springfield, MA 01115

Fax: (413) 733-4612
Attention: Claims Department

Email: customerservice@wellfleetinsurance.com

If you have any questions regarding claims, please call Wellfleet at (800) 633-7867.

This information is provided only as a general summary of the coverages that apply or are available to CIRSA members. All coverages are governed by the terms, conditions, exclusions, and limits stated in the applicable coverage documents. **This summary should not be relied on as a substitute for review of those documents.**



SUBJECT FOR DISCUSSION

Approve a Resolution to Opt Out Uncompensated Elected and/or Appointed Officials from the Workers' Compensation Policy and Add Them and Other City Volunteers to the Volunteer Accident Medical Plan (VAMP) for the 2024 Policy Year for the Amount of \$310.00

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Fort Lupton's uncompensated officials and volunteers have not been included on the Workers' Compensation (WC) insurance policy for most years since 2001. The City's uncompensated officials are not required to be covered by Workers' Compensation (WC) insurance, if the required application is made with the state.

Generally, those individuals covered by WC are compensated employee and paid elected officials. CIRSA offers the Volunteer Accident Medical Plan (VAMP) policy as an optional coverage for volunteers who are not compensated for their time while serving on a City board or committee. This coverage also covers other volunteers with the City. The benefits covered are detailed on page 4 of the CIRSA letter.

Under the State of Colorado Workers' Compensation Statutes, if an Unpaid Board member incurred an injury, the City would be subjected to its \$500 per claim deductible, as well as the State's regulations for payment of any and all virtually "unlimited" payouts related to the claim for expenses accrued.

Any possible payouts, per claim, are limited under the VAMP policy verses having higher limitations under the WC policy. Also, under the WC policy, the City runs the risk of having premium increases for WC coverage, as those premiums are based on basic coverage plus the "risk" of the entity as a whole. If there were a WC claim which reached a high level of experience, it will affect the City's risk rating and will be reflected in the overall premium to be paid for WC coverage. By having the VAMP policy available for uncompensated officials, the City will minimize its WC risk possibility.

VAMP also provides some cover to the City should one of its volunteers be injured while volunteering for the City, though it does not prohibit a volunteer from pursuing action against the City.

FINANCIAL CONSIDERATIONS

The City of Fort Lupton expects to have a total 125 volunteers covered by the Volunteer Accident Medical Plan (VAMP) for a cost of \$310.00 for 2024. The cost is \$2.48 per volunteer and \$6.39 per Colorado Mounted Ranger. Workers Compensation and the Volunteer Accident Medical Plan premiums are included in the 2024 budget in the General fund for all volunteers and uncompensated elected and/or appointed officials.

LEGAL/POLITICAL CONSIDERATIONS

Not applicable

ALTERNATIVES/OPTIONS

There is only one alternative, per State and Federal Law, which is to include the City of Fort Lupton's uncompensated elected and/or appointed officials in the City's Workers' Compensation Insurance Policy. There is no alternative coverage for volunteers.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

STAFF RECOMMENDATIONS

Approve the AM and Resolution to opt out uncompensated elected and/or appointed officials from the Workers' Compensation Policy and place them on the Volunteer Accident Medical Plan (VAMP) for the 2024 Policy year. This action will also cover other City volunteers.

Attachments: a. Proposed Resolution
 b. Letter from CIRSA dated October 19, 2023

RESOLUTION NO. 2023-xxx

A RESOLUTION PROVIDING THAT CERTAIN ELECTED AND/OR APPOINTED OFFICIALS OF THE CITY OF FORT LUPTON SHALL BE DEEMED NOT TO BE “EMPLOYEES” WITHIN THE MEANING OF THE WORKERS’ COMPENSATION LAWS.

WHEREAS, C.R.S. Section 8-40-202(1)(a)(I)(B) permits the City of Fort Lupton to opt not to include certain officials under the City of Fort Lupton’s workers’ compensation coverage; and

WHEREAS, such officials must not receive any compensation for service rendered as such, other than reimbursement of actual expenses; and

WHEREAS, said option may be exercised as to any category or combination of categories of such officials; and

WHEREAS, said option may be exercised for any policy year by the City Council by the filing of a statement with the Division of Workers’ Compensation of the Colorado Department of Labor and Employment not less than 45 days before the start of the policy year for which the option is to be exercised;

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

Section 1. Effective with the policy year starting on January 1, 2024, the following categories of elected and/or appointed officials who receive no compensation for service rendered as such, other than reimbursement of actual expenses, shall be excluded from the definition of an “employee” for purposes of workers’ compensation coverage, and shall not be covered under the City of Fort Lupton’s workers’ compensation coverage:

- a. Board of Adjustment
- b. Cemetery Committee
- c. Culture Parks Recreation and Museum Committee
- d. Finance Committee
- e. Golf Committee
- f. Historic Preservation Board
- g. Library Board
- h. Planning Commission
- i. Public Safety Committee
- j. Senior Citizen Committee
- k. Special Projects Committee
- l. Fort Lupton Urban Renewal Authority

Section 2. The City of Fort Lupton’s City Clerk shall transmit a copy of the resolution to each official who is a member of the bodies identified in Section 1 above.

Section 3. The City of Fort Lupton shall transmit a copy of this resolution to Pinnacol Assurance and to the Division of Workers’ Compensation of the Colorado Department of Labor and Employment.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 7th DAY OF NOVEMBER 2023.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Mari Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

October 19, 2023

Leann Perino, Finance Director
City of Fort Lupton
130 South McKinley
Fort Lupton, CO 80621

**SUBJECT: Volunteer Accident Medical Plan 2024
Program Plan Information and Data Collection Form**

Dear Leann:

Enclosed are the plan information and data collection form documents pertaining to the 2024 Volunteer Accident Medical Plan (VAMP). Coverage is placed through a master program specially designed and negotiated for CIRSA with Wellfleet Insurance Company.

The 2024 VAMP rates are \$2.48 per volunteer (including uncompensated elected/appointed officials, when not covered by workers' compensation) and \$6.39 per volunteer unsworn rangers and/or patrol (i.e. Colorado Mounted Rangers). Your final 2024 premium is subject to audit. The rates are effective from January 1, 2024 through December 31, 2024.

The Plan Information provides a general summary of the coverages. All coverages are governed by the terms, conditions, exclusions, and limitations stated in the applicable coverage documents. **The enclosed Plan Information summary should not be relied on as a substitute for review of those documents.** If the enclosed information is not adequate for you to make a decision about participating in the coverage for 2024, please do not hesitate to contact your underwriting representative.

YOUR RECORD KEEPING OBLIGATIONS:

Your entity must keep a record of the individuals to be covered by the VAMP policy. **VAMP coverage will apply only to those individuals for whom the records are kept and only for the location, tasks or duties as described in those records.**

Your entity is required to keep records showing the individual's name, their position or activity, approximate number of hours worked, dates of service, description of duties and their volunteer status (i.e. volunteer or volunteer unsworn rangers and/or patrol). We cannot guarantee coverage if this information is not maintained.

Upon your acceptance of this coverage for 2024, we will forward a packet with a sample registration and roster form, with instructions, to you. The forms will be needed when completing the 2024 audit in January, 2025.



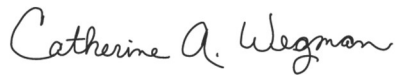
THE AGREEMENT:

Attached is an Data Collection Form for your entity's participation in the 2024 VAMP Program. You may purchase this coverage at any time during the year. **However, CIRSA must receive your acceptance letter at least two (2) working days prior to the effective date of coverage.** Your 2024 invoice will be based on the deposit information you provide.

This coverage is optional. Your entity is not required to purchase this coverage.

For coverage effective January 1, 2024, please return the Data Collection Form no later than Wednesday, November 22, 2023.

Sincerely,



Catherine A. Wegman
Underwriting Representative

Enclosures



BLANKET ACCIDENT INSURANCE DATA COLLECTION
VAMP POLICY NO. SPR0-50571-609
EFFECTIVE DATE: 1/1/2024

Entity: City of Fort Lupton Department/Program Name: _____

Jacqueline Chavez/ Safety & Risk Coordinator 720.466.6129 01.01.2024
Completed by/Title: Phone Number: Effective Date of Coverage:

Accident Medical Expense PRIMARY:

Maximum Benefit Amount (per Injury): \$50,000
Deductible Amount (per Injury): \$ 0
Benefit Period: 52 Weeks

Accidental Death Benefit: \$10,000

Accidental Dismemberment Benefit

Principal Sum: \$10,000

Aggregate Limit: \$250,000

Catastrophic Cash Benefit: \$25,000

Name of position or activity	Approximate number of hours per day or week per volunteer	Description of task or duties performed or assigned	Approximate number of volunteers per year

Deposit Premium Computations:

*Total number of volunteers: <u>125</u>	Rate: \$2.48	Total: \$ <u>\$310.00</u>
*Total number of uncompensated elected appointed officials:	Rate: \$2.48	Total: \$
*Total number of volunteer unsworn rangers and/or patrol:	Rate: \$6.39	Total: \$

****PLEASE SEE ENCLOSED PLAN INFORMATION FOR ELIGIBILITY REQUIREMENTS**

Total Premium: \$ 310.00

Deposit Premiums will be adjusted by year-end audit based on actual usage of the program.

☒ By submission of this application to CIRSA, the entity listed above hereby acknowledges and accepts the deposit premium and hereby requests the bindery of this coverage with Wellfleet Insurance Company.

☐ The entity above rejects binding of this coverage for 2024.

Signature: _____ Date of Request: _____
(Signature be that of Mayor, Manager or Clerk)

***If additional pages of the application are used, please remember to include the additional numbers of participants in the computations for the total premium.**

This is NOT a bill. An invoice will be sent January 1, 2024.

2024 VOLUNTEER ACCIDENT MEDICAL COVERAGE PLAN (Optional)

Coverage: This optional coverage provides medical and accidental death and dismemberment (AD&D) coverage for non-statutory volunteers and volunteer unsworn rangers and/or patrol (i.e. Colorado Mounted Rangers) who are not covered by the Colorado Workers' Compensation Act and who do not receive monetary remuneration. Coverage is offered to both Property/Casualty and Workers' Compensation Pool members.

Uncompensated elected and appointed officials may also be eligible for this coverage if the member has met the filing requirements of the Division of Workers' Compensation and is not providing Workers' Compensation coverage for them.

<u>Limits:</u>	Accidental Death Benefit Amount:	\$ 10,000
	Accidental Dismemberment Benefit, Maximum Amount:	\$ 10,000
	Accidental Medical Expense Benefit (Primary):	\$ 50,000
	Dental Maximum (Per Tooth Per Accident):	\$ 250
	Aggregate Limit Per Occurrence:	\$ 250,000
	Catastrophic Cash (lump sum), Maximum Benefit:	\$ 25,000

Deductible: This plan has no deductible.

Premium Billing: A deposit premium will be billed effective the date your entity begins coverage under the policy. The deposit premium will be adjusted at the year-end audit based on actual participation members. Mid-year billings will be done if there is an addition of 15 or more participants to the program. All other additions will be adjusted at the year-end audit.

Record Keeping: Your entity is required to maintain registration or roster forms listing covered individuals throughout the year. These forms are to be used to determine your year-end audit actual participation numbers and to certify an individual is an individual covered by this policy should a claim occur. Please make sure each volunteer is listed only once on the registration or roster forms. Each individual volunteer or volunteer unsworn rangers and/or patrol must be listed on either a registration or roster form for coverage to apply. Sample registration or roster forms will be provided to assist you in this process.



Claims: Wellfleet Insurance Company administers the claims. Claim forms will be provided. Injured persons should be directed to the physician of their choice. Attach bills for medical expenses being claimed to the completed claim form and send directly to:

Wellfleet Insurance Company
1500 Main Street, 10th Floor
PO Box 15369
Springfield, MA 01115

Fax: (413) 733-4612
Attention: Claims Department

Email: customerservice@wellfleetinsurance.com

If you have any questions regarding claims, please call Wellfleet at (800) 633-7867.

This information is provided only as a general summary of the coverages that apply or are available to CIRSA members. All coverages are governed by the terms, conditions, exclusions, and limits stated in the applicable coverage documents. **This summary should not be relied on as a substitute for review of those documents.**





SUBJECT FOR DISCUSSION

Approval of Changes to the Services Provided by High Plains Library District (HPLD) to Member Libraries in the Intergovernmental Agreement between HPLD and the City of Fort Lupton and the Weld Re8 School District

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Annually, the IGA between HPLD and the City of Fort Lupton and the Weld Re8 School District review services provided by HPLD to the Fort Lupton Public and School Library. The agreement has been discussed with the Members Directors and the HPLD Director and is the update to services from all the parties. These new services are an expansion of existing services providing the Fort Lupton Public and School Library more resources from HPLD.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

Legal Counsel has reviewed the agreement.

ALTERNATIVES/OPTIONS

The City Council has two options:

- A) Sign the IGA updating and expanding the services the Fort Lupton Public and School Library receives from HPLD
- B) Do not sign the contract and retain the same level of services from HPLD.

STAFF RECOMMENDATIONS

Staff recommends signing this contract.

Attachments:

- a. Proposed Changes to Agreement
- b. Final IGA Addendum

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Addendum B
Library Services
Public Library
Effective _____ through December 31, 2024
To be reviewed annually

Services	Provided by District	Provided by Member Library
Collections		
Access to all materials at all libraries participating in High Plains Library District		
1. The District has over 2,728,788 items, accessible to anyone who has an active HPLD library card in good standing including items in the Specialty Checkout Collection		
Materials purchasing/centralized order management		
2. Collection department will order on behalf of the Member Library and be billed monthly. Discounts realized through large volume purchasing		
3. Collection development staff coordinate/create/maintain/update standing order plans for books and periodicals		
4. Provide list of available periodicals, research and order titles as requested. Work with vendor when problems arise with subscription deliveries on member behalf		
5. Collection Resources Manager negotiates discounts for all vendors used by the department (book, media and periodicals)		
6. Collections department provides funding, purchasing and maintenance of Specialty Checkout Equipment and provide assistance with booking software		
Materials processing/standardized processing for items purchased /cataloged through Bibliographic Services		
7. Items ordered through Bibliographic Services will receive barcodes, RFID tags, spine labels, mylar covers per district standards		
Courier service to transport library materials Monday through Saturday		
8. Courier schedule maintenance for North and South routes		
Licensing, maintenance, and access to online databases and search software		
9. Negotiate prices for database and electronic resource access (included eBooks and databases)		
10. Staff database training upon request		
11. Patrons and staff receive technical troubleshooting and support		
Interlibrary Loan (ILL) and Prospector services		
12. ILL department will use OCLC or other supporting tools to locate and borrow an item not in our catalog for patrons/residence of HPLD		
13. ILL staff responds to member patron requests and work with staff to resolve any problems		
Access to collection development tools and resources to build collections		
14. Advice from the collection development department when questions arise		
15. Access to online ordering tools		
16. Support for collection analysis		
Cataloging services		
17. Original cataloging provided for any item purchased by a Member Library that is not found within the OCLC catalog		

18. Copy cataloging provided for any item already in the HPLD catalog or available from the current bibliographic utility		
ILS data maintenance		
19. Bibliographic Services staff will update ILS databases including deleting bibliographic records with no holdings		
20. Maintain the integrity of the ILS database through regular authority control, subject heading updates and patron purges		
21. Collection Resources Manager negotiates discounts for all processing supplies including RFID tags and barcodes. Additional custom labels can be purchased through the Bibliographic Services department at cost and billed to the Member Library		
22. Advice and support from trained MLS catalogers		
Information Technology		
Following purchase and installation of technology/hardware, said equipment is the property of the Member Libraries. The software that the District provides and holds the licenses on, is the property of the District and if there is a termination of the agreement, the Member Libraries will retain the equipment and the District will remove the software and licenses		
23. Regularly onsite IT visits focused on follow up, open tickets and on the ground issues with IT Manager and or Engineer (Semi-annually)		
24. Develop agreed upon Service Level Agreements (May be a multi-year project)		
Core IT service solutions		
25. ILS: Funding, procurement, installation, administration and all required support for the Integrated Library System and add-on services		
26. OPAC: Funding, procurement, installation, administration and all required support for the public catalog		
27. Email services: Funding, procurement, installation, administration and all required support		
28. MyLibrary: Funding, design, code development, installation, administration and all required support		
29. Online Payment Services: Funding, procurement, installation, administration and all required support		
30. Telecirc: Funding, procurement, installation, administration and all required support		
31. Intranet: Funding, procurement, installation, administration and all required support		
32. Storage, backup and recovery services: Funding, procurement, installation, administration and all required support		
33. Mobile catalog: Funding, procurement, installation, administration and all required support		
34. Self Checks: Funding, procurement, installation, administration and all required support		
35. Reporting and data support for all IT services		
36. RFID Pads: Funding, procurement, installation, administration and all required support		
37. Automated Materials Handler: Funding, procurement, installation, administration and all required support in accordance with Library District standards		
38. Smartbadges: Funding, procurement, administration and all required support for		

device and included apps in accordance with Library District standards		
39. Badging System: Funding, procurement, installation, administration and all required support		
40. Training in person and online training videos covering technologies support by HPLD for staff and patrons		
Staff connectivity services		
41. Network equipment funding, purchase, configuration, installation and support in accordance with Library District standards. All hardware, software, equipment including cabling, servers will be provided. All new equipment will come with a hands-on demo and training		
42. Establishment of a separate network (Physical & Wireless) and network equipment that is managed and oversee by local staff or an outside firm that would set up and support locally purchased equipment Benefits of the second network: • Ability to handle local storage • Limit vulnerability to cloud-based storage • Supports locally purchased tech • Eliminate need for IT reset on locally purchased tech		
43. Information Technology calls for service and support of all equipment		
44. Security camera hardware, software installation and support in accordance with Library District standards. (Cameras at: Entry/Exits, outside bathrooms and at service desks)		
45. Circuit funding, purchase, installation, configuration and support		
46. HPLD access services funding, purchase, installation, configuration and support (remote access)		
47. Infrastructure cabling funding, purchase, installation, and support		
48. Phone Services in hardware, software installation and support in accordance with Library District standards		
49. Mobile Application (forthcoming): Funding, procurement development and support in accordance with Library District Standards		
Internet connectivity for public (including Wi-Fi)		
50. Network funding, equipment purchase, configuration, installation and support. Hardwired fiber staff networks minimum speed (40M)* Public network minimum speed (20M)* Provide Libraries with 6-month usage and speed reports (*These speed guaranteed as provided by local internet service providers and contingent upon the continued service of these providers.)		
51. Access services funding, purchase, installation, configuration and support		
Staff and public client equipment		
52. Purchase of all client (ILS) equipment needs **required for support** as mutually agreed upon		
53. Configuration, testing, installation and support for all staff and public client (ILS) equipment as mutually agreed upon		
-Staff and public client software (is required due to licensing requirements)		
54. Operating system: Funding, purchase, testing, configuration, installation and support		

55. Productivity solutions: Funding, purchase, testing, configuration, installation and support (Office suite)		
56. Antivirus and other security tools: Funding, purchase, testing, configuration, installation and support		
57. Public use management: Funding, purchase, testing, configuration, installation and support		
58. Public print service management: Funding, purchase, testing, configuration, installation, and support		
59. Web filtering: Funding, purchase, testing, configuration, installation and support		
60. Public freeze software: Funding, purchase, testing, configuration, installation and support		
61. Web lock down software (for pacs): Funding, purchase, testing, configuration, installation, and support		
62. Automated deployment services: Funding, purchase, testing, configuration, installation, and support		
63. Removal or recycling of computer and IT equipment		
Core IT service solutions		
24. ILS: Funding, procurement, installation, administration and all required support for the Integrated Library System and add on services		
25. MyLibrary: Funding, design, code development, installation, administration and all required support		
26. Reporting and data support for all IT services		
27. Identified and dedicate Information Technology Staff for Member Libraries (1 staff member assigned to the North libraries, 1 staff member assigned to the south libraries)		
Public Technology		
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Staff Technology		
Staff connectivity services		
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81. Removal or recycling of computer and IT equipment		
Finance and Administration		
Tax collection, distribution, and payments in the same proportion as collected by HPLD.		
82. Ongoing updates on property taxation for budgeting purposes		
83. Property tax allocation payment made to Members at same percentage rate as the HPLD receives from the Weld County Treasurer		
Friends and Foundation		
84. Access to Foundation consulting and training sessions on fundraising activities including sponsorship, capital campaigns, planned giving, etc.		
85. Assistance with grant reviews, applications, and writing for grants of any size		
86. Acceptance of large or unusual donations on behalf of a member library pending the donation is in line with the Foundation's mission and gift acceptance policy and pending the acceptance of a gift agreement. (Add Copy of Gift Acceptance Policy)		
Incident Tracking		
87. Evaluate and determine how to expand the Patron Incident Tracking System (PITS) to all Libraries – The decision point will be a local access vs Districtwide, if Districtwide we will need to work together to define mutually agreed upon procedures for handling banned and trespassed patrons		
Management of Debt Collect Services		
88. Debt collect service management including trainings and consulting with Debt Collect Service Vendor		
Human Resources Support		
89. Access to advertising posting position vacancies on the HPLD website		
90. Expanded district orientation for new Member Directors and staff (Including Technology, Department and Service Orientation as well as a District Tour. This will also include a New Hire Checklist and welcome email. It may be managed through a Learning Management System, LMS)		
91. Human Resources Consulting as requested		
92. Provides access to HPLD Sub Pool		
93. Access and including in all HPLD Training		
94. Access to In-house training and HPLD-sponsored workshops, seminars, orientations, Staff Day and roundtables		
95. Inclusion in and invitation to HPLD All Staff Day		
Project management services		
96. Provide consultation with contractors		
Member/District services coordination		
97. Participation on HPLD committees, task forces and projects (Duties Include: participate in planning, execution of program or service and evaluation)		
Continuing education		
98. High Plains Library District will provide funding, contingent upon annual Board		

approval for continuing staff education and professional development		
Compilation of Annual Public Library statistical report		
99. Compile and report library statistics for Public Library Annual Report, all other statistics provided as requested		
100. Compile and report library monthly statistics, master stats file and more		
101. Advise Member libraries of pending changes in data needs		
Legal inquiry		
102. Serve as the point of contact for subpoenas or legal inquiries for ILS data		
HPLD name badge		
103. Name badge for new staff – Includes name and title		
Research Tools		
104. District survey and research services that will include Member service areas; Including demographics available via staff intranet		
Outreach Services		
Multicultural services		
105. Outreach department partners with Member libraries to provide Multicultural services to patrons		
106. Provide computer class support including curriculum, training, and referrals		
Mobile services to schools or other gathering places in member service area		
107. Outreach works with Member Libraries to provide services to locations in the Member service area		
Public Computer Centers (PCC)		
108. PCCs located in member service areas: Johnstown (Milliken), Ault (Nunn & Pierce)		
109. PCC installation, maintenance and management in mutually agreed upon locations, executed through IGA or MOU and in accordance with agreement		
Public Information/Programming		
Spaces web calendar and room reserve		
110. Provide support for Member Library's events calendar available through the District's website		
111. Provide support for each Member Library to utilize patron-initiated room reservations available through the District's website as requested		
Templates for promotional materials		
112. Include member libraries on any collaborative promotional materials when appropriate and available		
Coordination of district-wide events and programming		
113. Coordinate special events and programs in which branch and Member Libraries choose to participate in. Including the District vehicle participation, scheduled through the Library Districts' Outreach Department		
Library cards		
114. Design, produce and disseminate library cards for all libraries within HPLD		
Advertising & Marketing		
115. Funds and places advertisements in phone books, newspapers and various northern Colorado publications		
116. Access to Community Relations and Marketing Department Services (including		

large format printer)		
Virtual Services		
117. Staffing/management/support and funding of all calls that come into the 1-888-861-READ (7232) number		
118. Staffing /management/support and funding of online communication services such as chat and email		
Facilities		
119. Access to District Owner’s Representative Services as requested		
120. Facilities consulting, and advice as requested		
Talent Pipeline (Formerly Life Accelerator)		
121. Support and use of the Talent Pipeline staff and services		
122. Talent Pipeline Services: Funding, purchase, installation, configuration, and support for Introductory, Basic & Advanced Talent Pipeline technology and equipment as defined by the District Standard (See attached standards for 2024)		
122A. HPLD is willing to reimburse Libraries and support the standard equipment that has already been purchased by the libraries. If this is desired, the licenses will need to be transferred to HPLD.		
Planning for 2025		
123. Revisit IGA in 2025		
124. Spend 2024 continuing to develop the list of services to reflect how member libraries can opt into and out of services and determine the effect on budgets		

HPLD Requests		
1. Provide approved library budget as part of larger municipal budget upon approval and adoption		
2. Provide audited financial statements when approved and adopted by Library and Municipal Boards		
3. The District can only support and guarantee technology that is purchased and managed by the District IT Staff. The District cannot guarantee the functionality or continued operation of nonstandard equipment that is purchased by the Libraries		
4. IT Services will require managing access to IT equipment (i.e. room controls)		

Addendum B
Library Services
Ft. Lupton Public & School Library
Effective January 1,2024 through December 31, 2024
To be reviewed annually

Services	Provided by District	Provided by Member Library
Collections		
Access to all materials at all libraries participating in High Plains Library District		
1. The District has over 2,728,788 items, accessible to anyone who has an active HPLD library card in good standing including items in the Specialty Checkout Collection		
Materials purchasing/centralized order management		
2. Collection department will order on behalf of the Member Library and be billed monthly. Discounts realized through large volume purchasing		
3. Collection development staff coordinate/create/maintain/update standing order plans for books and periodicals		
4. Provide list of available periodicals, research and order titles as requested. Work with vendor when problems arise with subscription deliveries on member behalf		
5. Collection Resources Manager negotiates discounts for all vendors used by the department (book, media and periodicals)		
6. Collections department provides funding, purchasing and maintenance of Specialty Checkout Equipment and provide assistance with booking software		
Materials processing/standardized processing for items purchased /cataloged through Bibliographic Services		
7. Items ordered through Bibliographic Services will receive barcodes, RFID tags, spine labels, mylar covers per district standards		
Courier service to transport library materials Monday through Saturday		
8. Courier schedule maintenance for North and South routes		
Licensing, maintenance, and access to online databases and search software		
9. Negotiate prices for database and electronic resource access (included eBooks and databases)		
10. Staff database training upon request		
11. Patrons and staff receive technical troubleshooting and support		
Interlibrary Loan (ILL) and Prospector services		
12. ILL department will use OCLC or other supporting tools to locate and borrow an item not in our catalog for patrons/residence of HPLD		
13. ILL staff responds to member patron requests and work with staff to resolve any problems		
Access to collection development tools and resources to build collections		
14. Advice from the collection development department when questions arise		
15. Access to online ordering tools		
16. Support for collection analysis		
Cataloging services		
17. Original cataloging provided for any item purchased by a Member Library that is not found within the OCLC catalog		

18. Copy cataloging provided for any item already in the HPLD catalog or available from the current bibliographic utility		
ILS data maintenance		
19. Bibliographic Services staff will update ILS databases including deleting bibliographic records with no holdings		
20. Maintain the integrity of the ILS database through regular authority control, subject heading updates and patron purges		
21. Collection Resources Manager negotiates discounts for all processing supplies including RFID tags and barcodes. Additional custom labels can be purchased through the Bibliographic Services department at cost and billed to the Member Library		
22. Advice and support from trained MLS catalogers		
Information Technology		
Following purchase and installation of technology/hardware, said equipment is the property of the Member Libraries. The software that the District provides and holds the licenses on, is the property of the District and if there is a termination of the agreement, the Member Libraries will retain the equipment and the District will remove the software and licenses		
23. Regularly onsite IT visits focused on follow up, open tickets and on the ground issues with IT Manager and or Engineer (Semi-annually)		
Core IT service solutions		
24. ILS: Funding, procurement, installation, administration and all required support for the Integrated Library System and add on services		
25. MyLibrary: Funding, design, code development, installation, administration and all required support		
26. Reporting and data support for all IT services		
27. Identified and dedicate Information Technology Staff for Member Libraries (1 staff member assigned to the North libraries, 1 staff member assigned to the south libraries)		
Public Technology		
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34. Self-Checks: Funding, procurement, installation, administration, and all required support		
35. Automated Materials Handler: Funding, procurement, installation, administration, and all required support in accordance with Library District standards		
36. Training in person and online training videos covering technologies support by HPLD for staff and patrons		

37. Information Technology calls for service and support of all equipment		
38. Security camera hardware, software installation and support in accordance with Library District standards. (Cameras at: Entry/Exits, outside bathrooms and at service desks)		
39. Circuit funding, purchase, installation, configuration, and support		
40. HPLD access services funding, purchase, installation, configuration, and support (remote access)		
41. Infrastructure cabling funding, purchase, installation, and support		
42. Mobile Application (forthcoming): Funding, procurement development and support in accordance with Library District Standards		
Internet connectivity for public (including Wi-Fi)		
43. Network funding, equipment purchase, configuration, installation, and support. Hardwired fiber staff networks minimum speed (40M)* Public network minimum speed (20M)* Provide Libraries with 6-month usage and speed reports (*These speed guaranteed as provided by local internet service providers and contingent upon the continued service of these providers.)		
44. Access services funding, purchase, installation, configuration, and support		
Public client equipment		
45. Purchase of all client (ILS) equipment needs **required for support** as mutually agreed upon		
46. Configuration, testing, installation and support for all staff and public client (ILS) equipment as mutually agreed upon		
Staff and public client software (is required due to licensing requirements)		
47. Operating system: Funding, purchase, testing, configuration, installation, and support		
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53. Public freeze software: Funding, purchase, testing, configuration, installation, and support		
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55. Automated deployment services: Funding, purchase, testing, configuration, installation, and support		
56. Removal or recycling of computer and IT equipment		
Staff Technology		
Staff connectivity services		
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accordance with Library District standards. All hardware, software, equipment including cabling, servers will be provided. All new equipment will come with a hands-on demo and training		
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83. Property tax allocation payment made to Members at same percentage rate as the HPLD receives from the Weld County Treasurer		
Friends and Foundation		
84. Access to Foundation consulting and training sessions on fundraising activities including sponsorship, capital campaigns, planned giving, etc.		
85. Assistance with grant reviews, applications, and writing for grants of any size		
86. Acceptance of large or unusual donations on behalf of a member library pending the donation is in line with the Foundation's mission and gift acceptance policy and pending the acceptance of a gift agreement. (Add Copy of Gift Acceptance Policy)		
Incident Tracking		
87. Evaluate and determine how to expand the Patron Incident Tracking System (PITS) to all Libraries – The decision point will be a local access vs Districtwide, if Districtwide we will need to work together to define mutually agreed upon procedures for handling banned and trespassed patrons		
Management of Debt Collect Services		
88. Debt collect service management including trainings and consulting with Debt Collect Service Vendor		
Human Resources Support		
89. Access to advertising posting position vacancies on the HPLD website		
90. Expanded district orientation for new Member Directors and staff (Including Technology, Department and Service Orientation as well as a District Tour. This will also include a New Hire Checklist and welcome email. It may be managed through a Learning Management System, LMS)		
91. Human Resources Consulting as requested		
92. Provides access to HPLD Sub Pool		
93. Access and including in all HPLD Training		
94. Access to In-house training and HPLD-sponsored workshops, seminars, orientations, Staff Day and roundtables		
95. Inclusion in and invitation to HPLD All Staff Day		
Project management services		
96. Provide consultation with contractors		
Member/District services coordination		
97. Participation on HPLD committees, task forces and projects (Duties Include:		

participate in planning, execution of program or service and evaluation)		
Continuing education		
98. High Plains Library District will provide funding, contingent upon annual Board approval for continuing staff education and professional development		
Compilation of Annual Public Library statistical report		
99. Compile and report library statistics for Public Library Annual Report, all other statistics provided as requested		
100. Compile and report library monthly statistics, master stats file and more		
101. Advise Member libraries of pending changes in data needs		
Legal inquiry		
102. Serve as the point of contact for subpoenas or legal inquiries for ILS data		
HPLD name badge		
103. Name badge for new staff – Includes name and title		
Research Tools		
104. District survey and research services that will include Member service areas; Including demographics available via staff intranet		
Outreach Services		
Multicultural services		
105. Outreach department partners with Member libraries to provide Multicultural services to patrons		
106. Provide computer class support including curriculum, training, and referrals		
Mobile services to schools or other gathering places in member service area		
107. Outreach works with Member Libraries to provide services to locations in the Member service area		
Public Computer Centers (PCC)		
108. PCCs located in member service areas: Johnstown (Milliken), Ault (Nunn & Pierce)		
109. PCC installation, maintenance and management in mutually agreed upon locations, executed through IGA or MOU and in accordance with agreement		
Public Information/Programming		
Spaces web calendar and room reserve		
110. Provide support for Member Library's events calendar available through the District's website		
111. Provide support for each Member Library to utilize patron-initiated room reservations available through the District's website as requested		
Templates for promotional materials		
112. Include member libraries on any collaborative promotional materials when appropriate and available		
Coordination of district-wide events and programming		
113. Coordinate special events and programs in which branch and Member Libraries choose to participate in. Including the District vehicle participation, scheduled through the Library Districts' Outreach Department		
Library cards		
114. Design, produce and disseminate library cards for all libraries within HPLD		
Advertising & Marketing		

115. Funds and places advertisements in phone books, newspapers and various northern Colorado publications		
116. Access to Community Relations and Marketing Department Services (including large format printer)		
Virtual Services		
117. Staffing/management/support and funding of all calls that come into the 1-888-861-READ (7232) number		
118. Staffing /management/support and funding of online communication services such as chat and email		
Facilities		
119. Access to District Owner's Representative Services as requested		
120. Facilities consulting, and advice as requested		
Talent Pipeline (Formerly Life Accelerator)		
121. Support and use of the Talent Pipeline staff and services		
122. Talent Pipeline Services: Funding, purchase, installation, configuration, and support for Introductory, Basic & Advanced Talent Pipeline technology and equipment as defined by the District Standard (See attached standards for 2024)		
122A. HPLD is willing to reimburse Libraries and support the standard equipment that has already been purchased by the libraries. If this is desired, the licenses will need to be transferred to HPLD.		
Planning for 2025		
123. Revisit IGA in 2025		
124. Spend 2024 continuing to develop the list of services to reflect how member libraries can opt into and out of services and determine this affects budgets		

HPLD Requests		
1. Provide approved library budget as part of larger municipal budget upon approval and adoption		
2. Provide audited financial statements when approved and adopted by Library and Municipal Boards		
3. The District can only support and guarantee technology that is purchased and managed by the District IT Staff. The District cannot guarantee the functionality or continued operation of nonstandard equipment that is purchased by the Libraries		
4. IT Services will require managing access to IT equipment (i.e. room controls)		



SUBJECT FOR DISCUSSION

Seeking Consideration by the Fort Lupton City Council Acting as the Local Licensing Authority for an Application Submitted by The Bad Hatchet, LLC dba The Bad Hatchet for a Lodging and Entertainment License at 237 Denver Avenue

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Bad Hatchet LLC dba The Bad Hatchet has submitted an application for a Lodging and Entertainment License at 237 Denver Avenue. The application was received September 21, 2023, and deemed complete September 25, 2023.

At the October 3, 2023, City Council meeting, staff presented the application to the City Council, acting as the Local Licensing Authority, with Resolution 2023R031, "Establishing the Neighborhood" as the entire City of Fort Lupton city limits. The resolution also set the Public Hearing for November 7, 2023, which meets the statutory requirements. All public notification requirements including posting of the premises have been met. The deadline for the public to submit comments regarding this application was November 6, 2023. As of November 6, 2023, no comments were filed with the City Clerk regarding the application.

The building where the applicant proposes to exercise the privilege of selling liquor is not within 500 feet from a public school and does not possess any other distance restrictions.

The applicant has also applied for a right of way permit to install railing for a temporary patio. If approved, liquor will be allowed to be served outdoors on the patio. Description of the railing and location of the railing can be found in exhibit A and B of the Right of Way Permit Agreement. If the liquor license is approved, Public Works has no concerns approving the Right of Way Permit. The applicant will then need to apply for a fence permit in order to install the railing.

The application is under concurrent review which means that the Colorado Department of Revenue Liquor Enforcement Division will review the application while it is under review with the City. All local liquor license fees have been paid by the applicant.

The Statute also states that the applicant is to produce evidence supporting the "needs and desire" of the neighborhood (city limits). Oedipus Petitioning LLC was hired by the applicant to obtain signatures from residents regarding the license. On October 31, 2023, Oedipus Petitioning submitted a petition with results as followed:

Total door knocks:	276
Persons who signed the petition:	120
Persons who declined to sign the petition:	16
Ineligible contacts: (younger than 21; Nonresident; non-English speaking; not a business owner or manager)	9
No answer at the door knock:	131

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

The petition also contained a master map indicating the area canvassed.

The Local Liquor License Authority needs to consider the character, reputation and record of the applicant(s) prior to granting a liquor license.

The City Council acting as the Local Liquor Licensing Authority shall consider the facts and evidence presented as well the reasonable requirements of the neighborhood for the Lodging and Entertainment License, the desires of the adult inhabitants, the number, type and availability of alcohol beverage outlets located in or near the neighborhood, and any other pertinent matters affecting the qualifications of the applicant for the conduct of the type of business proposed.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Approve the application based on facts and evidence presented
2. Table the decision for 30 days.
3. Deny the application, and make a record setting forth the reasons for denial.

STAFF RECOMMENDATIONS

Staff seeks approval.

Attachments:

- a. Summary of Petitions by Oedipus Petitioning
- b. Application and Supporting Documents
- c. Right of Way Permit Application
- d. Results of Investigation



***The Bad Hatchet, LLC
d/b/a The Bad Hatchet***

**237 Denver Ave., Fort
Lupton, CO 80621**

**Lodging and
Entertainment Liquor
License**



PETITION SURVEYS

Liquor Licensing

Marijuana Licensing

October 31, 2023

Liquor Licensing Authority
Fort Lupton, Colorado

Re: Petition/Opinion Poll to Determine Needs and Desires
of the Defined Neighborhood in the Application of:

The Bad Hatchet, LLC d/b/a The Bad Hatchet

237 Denver Ave., Fort Lupton, CO 80621

Lodging and Entertainment Liquor License

PETITION/OPINION POLL PROCEDURE

1. Under the direction and control of Oedipus Petitioning LLC management, the Oedipus Petitioning LLC contractors were briefed on the application.
2. The contractors carried a clipboard with the following:
 - A. Maps and cover pages of the area denoting the proposed location of the license and the boundaries of the defined neighborhood;
 - B. Petition signature pages allowing individuals contacted to indicate their opinion; and
 - C. A statistics sheet to record the opinion of those not signing and not-at-homes.
3. Business and residential petitioning was conducted on October 27th and 30th, 2023, within the designated area prescribed by the Town of Fort Lupton (see maps). The circulation packets have cover maps, and the areas in which each petition circulation/polling took place are outlined in highlighter. Included in this Report is a master circulation map outlining all areas where circulation/polling was conducted.
4. Individuals who were available in areas not posted as “No Soliciting, Private Property/No Trespassing” were contacted on a random sampling basis, were screened to identify them as parties in interest, and were asked their opinion after they had been informed of the applicant, site location, and type of license being applied for. Their opinion was either recorded on the petition format or on the statistics sheet.

5. Two (2) petition packets (one packet representing businesses and one packet representing residences) were pre-filed electronically with this Report on October 31, 2023 to Kaela Dunston, Deputy City Clerk, to comply with the pre-filing deadline.

PETITION/OPINION POLL RESULTS

1. Total Doorknocks:
- | | |
|--|------------|
| Not-at-Homes and/or Business Owners/Managers Not Available | 131 |
| Not Qualified to Sign | 9 |
| Neutral to Outcome | 2 |
| Preferred to Not Participate | 11 |
| Parties in Interest that Participated | 120 |
| Deleted Signatures | <u>3</u> |
| Total Base Figure | 276 |
2. Qualified Contacts:
- A. Signatures
- | | |
|------------------------------|------------|
| Signatures Favoring Issuance | 118 |
| Businesses | 29 |
| Residences | 89 |
| Signatures Opposing Issuance | 2 |
| Businesses | 1 |
| Residences | 1 |
| Total Contacts | 120 |
- B. Breakdown of Reasons of Signatures in Opposition:
- | | |
|-------------------------|----------|
| Not Needed or Desired | 0 |
| Abhorrence of Alcohol | 2 |
| Religious Objections | 0 |
| Usage Objections | 0 |
| Miscellaneous Reasons | 0 |
| No Reason Given | <u>0</u> |
| Total Signatures | 2 |
- C. Breakdown of Signatures Favoring and Opposing:
- | | | | |
|--|-----|---|--------|
| Favoring Issuance (Based on Needs/Desires) | 118 | = | 98.33% |
| Opposing Issuance (Based on Needs/Desires) | 0 | = | 0.00% |
| Abhorrence of Alcohol | 2 | = | 1.67% |

Religious Objections	0	=	0.00%
Usage Objections	0	=	0.00%
Other Miscellaneous Reasons	0	=	0.00%
No Reason Given	<u>0</u>	=	<u>0.00%</u>
Total Base Figure	120	=	100.00%

3. <u>Needs and Desires Signatures:</u>			
Signatures Favoring Issuance (Based on Needs/Desires)	118	=	100.00%
Signatures Opposing Issuance (Based on Needs/Desires)	<u>0</u>	=	<u>0.00%</u>
Total Base Figure	118	=	100.00%

The petition packets are presented as follows: Cover maps, petitions, and affidavit.

#1 & #2 / Erin McCullough / Businesses & Residences

CATEGORIES OF SIGNATURES IN OPPOSITION

NN NEEDS & DESIRES CRITERIA:

Individuals opposed to the license application based on needs and desires criteria per the Colorado Liquor/Beer Codes (currently existing licensed establishments of a same or similar type of license now located within the defined neighborhood are meeting the reasonable requirements of the adult inhabitants of the defined neighborhood at this time).

N/A NON-USAGE OF ALCOHOL / ABHORRENCE OF ALCOHOL:

Individuals opposed to the license application because they do not drink alcohol beverages, do not approve of alcohol consumption, and/or abhor alcohol.

RO RELIGIOUS OBJECTIONS:

Individuals opposed to the license application based on religious beliefs/reasons.

OBJ USAGE OBJECTIONS:

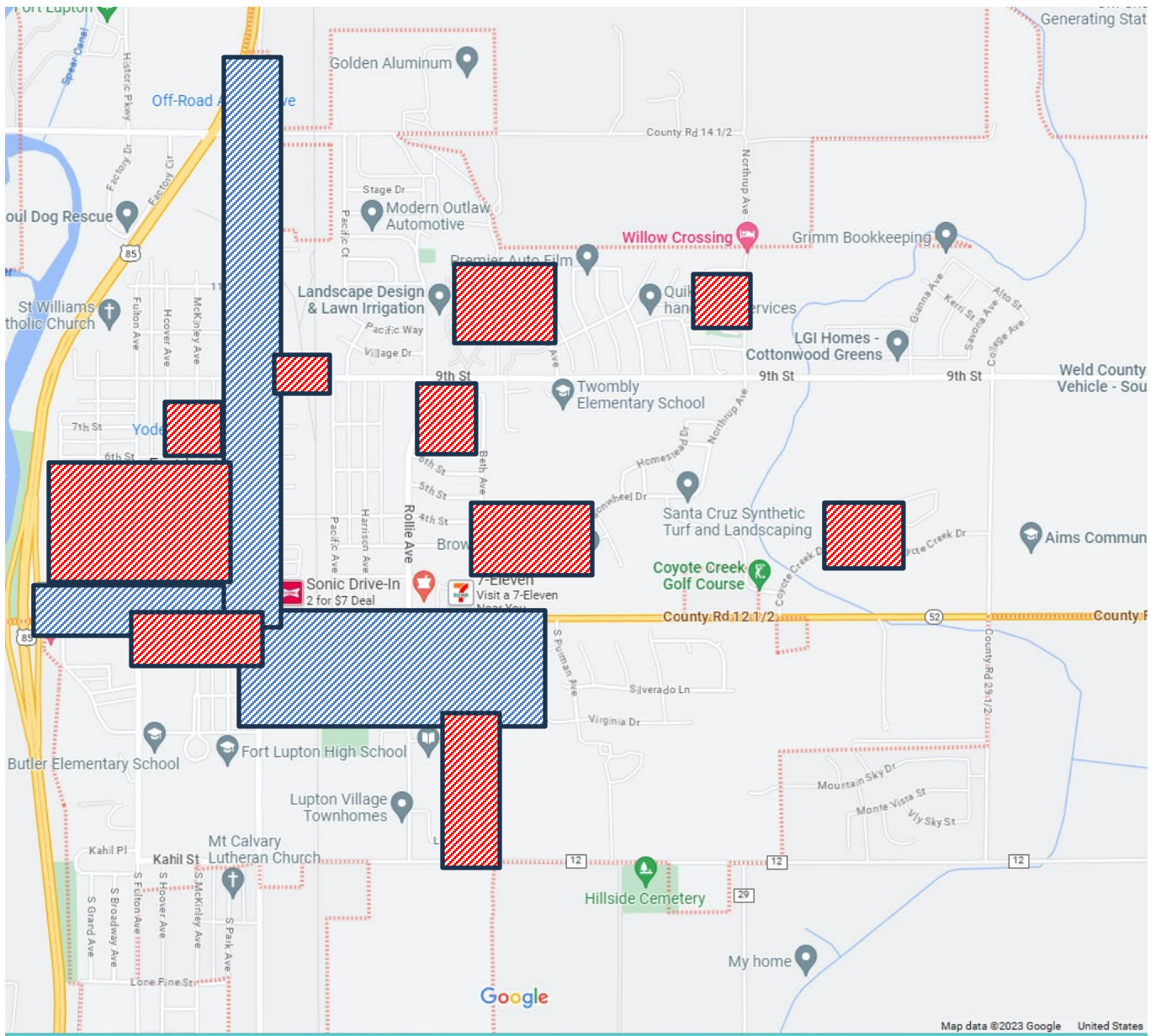
Individuals opposed to the license application because of their fear or concern for the potential of parking problems, traffic problems, crime, noise, littering, undesirable people drawn to the area, loss of property value; or individuals who opposed this type of business or applicant, any type of commercial usage in the neighborhood, any new growth in the neighborhood; or, individuals who think this type of business (if issued a liquor/beer license) should not be located near a residential neighborhood, church, or school, etc.; or, individuals who opposed because they are against any alcohol service at this type of facility, location, or atmosphere; or, individuals who favor the service of beer and wine but oppose the service of distilled spirits (on H&R applications).

MS MISCELLANEOUS OBJECTIONS:

Individuals opposed to the license application for other miscellaneous reasons to include: fear or concern for the possibility of drunk drivers in the area, fear or concern of resulting behavioral problems, individuals who would purchase alcohol beverages then drink and drive, sales to minors/underaged drinking, the location becoming a teen hang-out and the problems that can arise from this, and the effect it could have on family values or their family in general because they have young children or teens; or, individuals who opposed because competition is not desired or how said business may affect the livelihood of existing businesses; or, individuals who compared the “needs and desires” criteria to existing licensed outlets other than the type of license applied for.

NR NO REASON GIVEN:

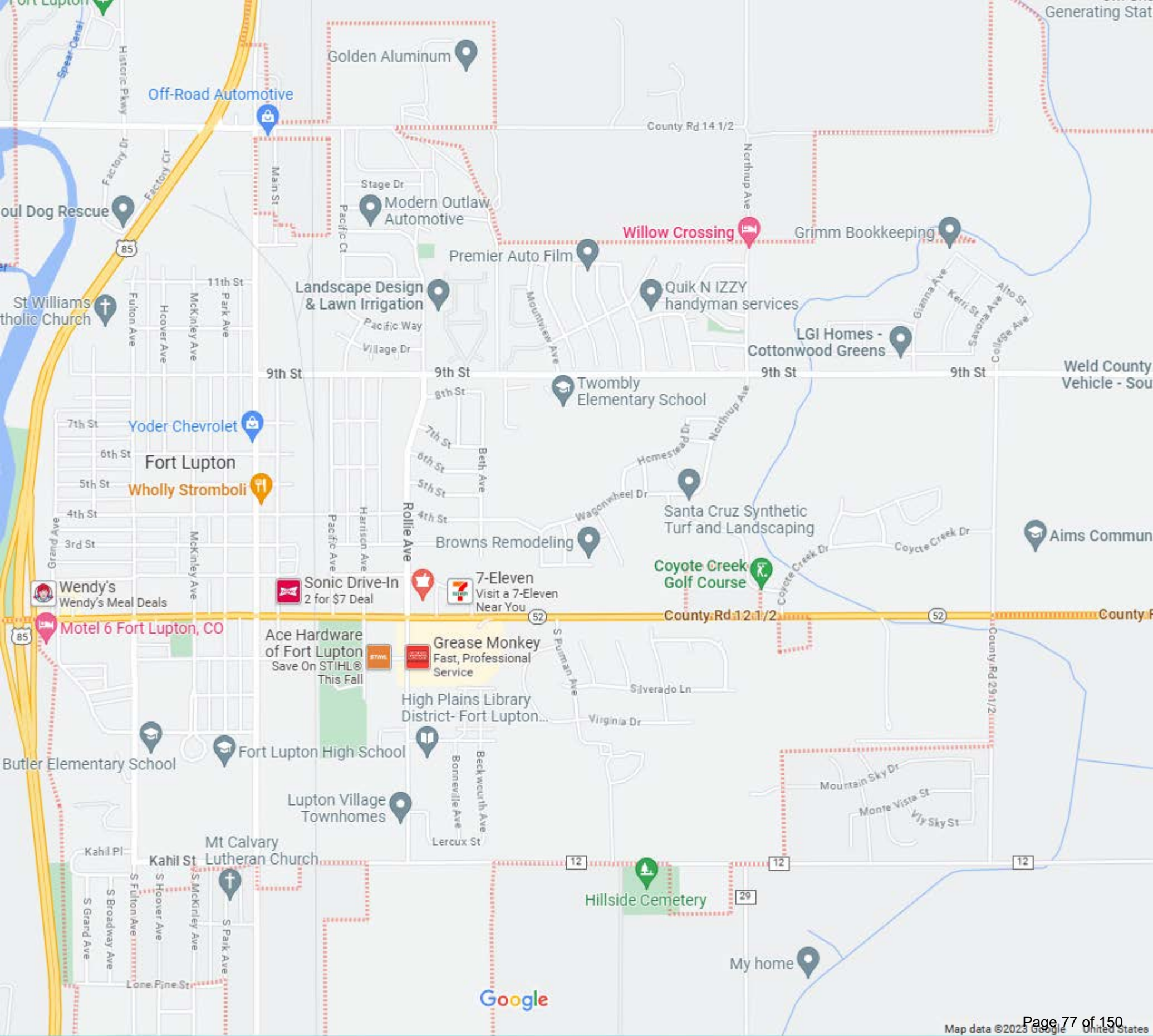
Individuals who preferred to not state a reason for opposing.



- BUSINESSES



- RESIDENCES



PETITION TO THE LIQUOR LICENSING AUTHORITY OF FORT LUPTON, COLORADO

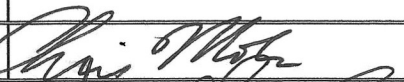
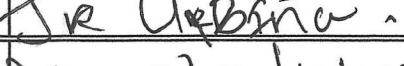
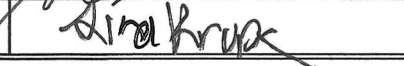
APPLICANT/TRADE NAME: The Bad Hatchet, LLC d/b/a The Bad Hatchet
SITE LOCATION: 237 Denver Ave., Fort Lupton, CO 80621
APPLICATION FOR: Lodging and Entertainment Liquor License
PUBLIC HEARING: Tuesday, November 7, 2023, at 6:00 p.m.
DEFINED NEIGHBORHOOD: Town Radius Defined by The Liquor Licensing Authority of Fort Lupton (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood (SEE MAP); (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] If you **favor and support** this application for **LODGING AND ENTERTAINMENT LIQUOR LICENSE** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this **LODGING AND ENTERTAINMENT LIQUOR LICENSE** be **issued**, please sign and check the **favor** [*] column to **grant** the requested license, and please write in your reason why you favor this license application.

[**] If you **oppose and do not support** this application for **LODGING AND ENTERTAINMENT LIQUOR LICENSE**, please sign and check the **oppose** [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 44-3 and/or C.R.S. 44-4, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please contact: Kaela Dunston, kdunston@fortluptonco.gov, 720-466-6116.

	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.		Chris Mohs	536 Park Ave	37	10-27	☒	☐	
2.		Abby Vaughn	536 536 Park Avenue	26	10/27/23	☒	☐	
3.		Michel Morales	627 Park Ave	23	10/27/23	☒	☐	
4.		Nanay Ukwenna	613 Park A.	49	10/27/23	☒	☐	
5.		Joel Urbina	613 613 Park Ave	21	10/27/23	☒	☐	
6.		Joe Urbina	613 Park Ave	29	10-27	☒	☐	
7.		Joseph Urbina	613 Park Ave	48	10/27	☒	☐	
8.		Jeff Lindsay	609 5th St	32	10/27	☒	☐	
9.		Rhonda Godwin	609 5th St	69	10/27	☒	☐	
10.		Christopher Skinner	609 5th Street	31	10/27	☒	☐	
11.		Roxane Charon	609 5th Street	55	10/27	☒	☐	
12.		Marisol Sena	6175th Street	45	10/27	☒	☐	
13.		Mackenzie Jones	212 Park Ave	24	10/27	☒	☐	
14.		Sammie Lee	1408 4th St	38	10/27	☒	☐	
15.		Lira Krupa	206 S park Ave	35	10/27	☒	☐	

PETITION TO THE LIQUOR LICENSING AUTHORITY OF FORT LUPTON, COLORADO

APPLICANT/TRADE NAME: The Bad Hatchet, LLC d/b/a The Bad Hatchet
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[**] If you **oppose and do not support** this application for **LODGING AND ENTERTAINMENT LIQUOR LICENSE**, please sign and check the **oppose** [**] column, and please write in your reason why you oppose this license application.

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	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.		Lydia Robles	146 S Park Ave	33	10-27-23	✓		
2.		Kelly A Johnson	145 S Park Ave	56	6-20-67	✓		
3.		Jimmy Frey	118 McKinley Ave	29	10-27-23	✓		
4.		Angela Weishaar	118 McKinley Ave	27	10-27-23	✓		
5.		Paul David	238 McKinley Ave.	59	10-27-23	✓		
6.		Matthew Fields	404 3rd St	37	10-27-23	✓		
7.		Mary Echeblanc	310 S. McKinley	56	10-27-23	✓		
8.		Kathy Fox	257 3rd St	66	10-27-23	✓		
9.		Lisbeth Fuentes	226 3rd St	28	10-27-23	✓		
10.		Adrienne Johnson	214 3rd St	42	12-25-81	✓		
11.		Kristin Dawson	212 3rd St.	47	10-27-23	✓		
12.		Benito Sanchez	142 3rd St.	53	10/27/23	✓		
13.		Jesus Ortiz	1321 8 St	50	10-27/23	✓		
14.		Rafael Gonzalez	112 Grand Ave 112 Grand Ave	33	10/27/23	✓		
15.		Minnie O'Neil	1321 8 St	99	10/27/23	✓		

PETITION TO THE LIQUOR LICENSING AUTHORITY OF FORT LUPTON, COLORADO

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	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.	<i>[Signature]</i>	Yessica Acosta	1105 mountain view Ave #206	30	10-27	✓		
2.	<i>[Signature]</i>	Mercuria Cortez	528 Pacific ave. T.L	50	10/22	✓		
3.	<i>[Signature]</i>	Doriane Leonard	9655 Hoover AVE	53	10/27	✓		
4.	<i>[Signature]</i>	Leo Vazquez	338 1st St Fort Lupton	30	10/27	✓		
5.	<i>[Signature]</i>	RAY THOMASON	342 1st ST	75	10-27	✓		
6.	<i>[Signature]</i>	EMMANUEL SANCHEZ	528 DENVER AVE	36	10-27	✓		
7.	<i>[Signature]</i>	Gerardo Mendez	1548 OAK ST	22	10-27	✓		
8.	<i>[Signature]</i>	Jimmy Gonzales	619 6th St	60	10-27	✓		
9.	<i>[Signature]</i>	[Signature]	350 Bonneville Ave.	31	10/27	✓		
10.	<i>[Signature]</i>	Kyle Carruthers	400 Bonneville Ave	30	10/27	✓		
11.	<i>[Signature]</i>	Cameron Carruthers	400 Bonneville Ave	32	10/27	✓		
12.	<i>[Signature]</i>	Jaylene Urdiales	407 Bonneville Ave	25	10/27	✓		
13.	<i>[Signature]</i>	Christian Kingsley	419 Bonneville Ave	25	10/27	✓		
14.	<i>[Signature]</i>	Don White	437 Bonneville Ave	55	10/27	✓		
15.	<i>[Signature]</i>	Megan Harrison	500 Bonneville Ave	25	10/27	✓		

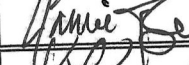
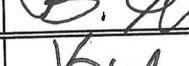
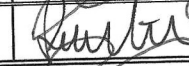
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	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.		Nicole Keck	500 Bonnevillle Ave	29	10/27/2023	✓		
2.		TYLER YANNACITO	500 BONNEVILLE AVE	26	10/27/23	✓		
3.		JOE BARNARD	506 BONNEVILLE AVE	30	10/27/23	✓		
4.		Jamie Berzinskas	518 Bonnevillle Ave	41	10/27/23	✓		
5.		Kelly Berzinskas	518 Bonnevillle Ave	50	10/27/23	✓		
6.		Jess Centeno	524 Bonnevillle Ave	47	10/27/23	✓		
7.		Frankie Lee	534 Beckworth	36	10/27/23	✓		
8.		Kylie Wurd	525 Beckworth	29	10/27/23	✓		
9.		Raisha Rawal	441 Beckworth Ave	36	10/27/23	✓		
10.		Sarah Reyes	440 Beckworth Ave	26	10/27/23	✓		
11.		Megan Wene	429 Beckworth Ave.	31	10/27/23	✓		
12.		Jordan Ward	429 Beckworth Ave	31	10/27/23	✓		
13.		Rosendo Rosada Jr	405 Beckworth ave	29	10/27/23	✓		
14.		Camryn Sayre	405 Beckworth Ave.	27	10/27/23	✓		
15.		Tiffany Conery	379 Beckworth ave	39	10/27/23	✓		

PETITION TO THE LIQUOR LICENSING AUTHORITY OF FORT LUPTON, COLORADO

APPLICANT/TRADE NAME: The Bad Hatchet, LLC d/b/a The Bad Hatchet
SITE LOCATION: 237 Denver Ave., Fort Lupton, CO 80621
APPLICATION FOR: Lodging and Entertainment Liquor License
PUBLIC HEARING: Tuesday, November 7, 2023, at 6:00 p.m.
DEFINED NEIGHBORHOOD: Town Radius Defined by The Liquor Licensing Authority of Fort Lupton (SEE MAP)

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[**] If you **oppose and do not support** this application for **LODGING AND ENTERTAINMENT LIQUOR LICENSE**, please sign and check the **oppose** [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 44-3 and/or C.R.S. 44-4, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please contact: Kaela Dunston, kdunston@fortluptonco.gov, 720-466-6116.

	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.	<i>Mit E. Moor</i>	MISTON MOOR	2215 COYOTE CREEK DR	62	10-27-23	✓		
2.	<i>Jarlyn Brown</i>	Jarlyn Brown	2770 Coyote Creek Dr	24	10-27-23	✓		
3.	<i>Isaul Gomez</i>	Isaul Gomez	313 Mustang Ave.	40	10-27-23	✓		
4.	<i>Neth Gomez</i>	Neth Gomez	313 Mustang Ave.	38	10-27-23	✓		
5.	<i>Green Goodman</i>	Green Goodman	316 Mustang Ave	67	10-27-23	✓		
6.	<i>Alma Hdez</i>	Alma Hdez	2228 Saddleback	50	10-27	✓		
7.	<i>Judy Stessman</i>	Judy Stessman	2223 Saddleback	85	10-27-23		✓	Alcohol makes people act different than they normal would
8.	<i>David Clou</i>	David Clou	315 Mountainview Ave	37	10/27/23	✓		
9.	<i>Jeremy Kimmick</i>	Jeremy Kimmick	1106 Cherry Ct.	43	10/27/23	✓		
10.	<i>Ernest Martinez</i>	Ernest Martinez	1114 Cherry Ct	63	10/27/23	✓		
11.	<i>Michelle Yutzler</i>	Michelle Yutzler	1141 Beech St.	55	10/27/23	✓		
12.	<i>Louis A. Horvath</i>	Louis A. Horvath	1132 Beech St	55	10/27/23	✓		
13.	<i>Stephen Haas</i>	Stephen Haas	1124 Beech St	39	10/27/23	✓		
14.	<i>Luke Lopez</i>	Luke Lopez	1124 Beech Street	43	10/27/23	✓		
15.	<i>Mike Smith</i>	Mike Smith	1850 Chestnut Street	60	10/27/23	✓		

PETITION TO THE LIQUOR LICENSING AUTHORITY OF FORT LUPTON, COLORADO

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	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.		Jacqueline Hernandez	1906 Chestnut Fort Lupton	60	10-27-23	X		
2.		Sandra Smith	1948 Chestnut	46	10/27/23	X		
3.		Maria Chavez	728 Copper Av.	49	10/27/23	X		
4.		Dorian A. Flores	242 Copper Ave	69	10/27/23	X		
5.		Maribel Marquez	1313 8th St	53	10/27/23	X		
6.		Janet Torres	781 Rollie Ave	73	10-27-23	✓		
7.		Hector Lopez	611 Rollie ave	22	10-27-23	✓		
8.		Victor Flores	611 Rollie Ave	41	10-27-23	✓		
9.		Thomas Lira	1001 Montview Ave #304	28	10-30-23	✓		
10.		Holly Kloor	1144 Conestoga Trl	32	10-30-23	X		
11.		Alyssa Teixeira	1401 9th St Ft. Lupton CO	33	10-30-23	✓		
12.		Lisa Knoles	207 5th St Ft Lupton CO	39	10-30-23	✓		
13.		Kirsten Rillard	725 9th Street Ft	21	10-30-23	✓		
14.		Lisbeth Diaz	906 Pacific Ct.	22	10/30/23	✓		
15.		Angela Martinez	1341 2nd St #109 Ft. Lupton	51	10/30/23	X		

LODGING AND ENTERTAINMENT LIQUOR LICENSE

AFFIDAVIT

I, ERIN MCCORMICK, an agent of Oedipus Petitioning, LLC, circulated petition(s) in the above matter;

THAT I explained to potential signers of the petition the type of license being applied for, the proposed license location, the applicant's name and tradename (if applicable), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

THAT I personally witnessed each signature appearing on the attached petition(s);

THAT to the best of my knowledge, the information (name, address, age) written on the petition by the individual signing same is true and valid;

THAT no promises, threats, or inducements were made on my part in the presentation of this petition;

THAT each signature was voluntarily given; and

THAT I personally have no financial interest or equity in the establishment named in this application pursuant to C.R.S. 44-3 or C.R.S. 44-4, the Colorado Liquor and Beer Codes.

FURTHER THE AFFIANT SAYETH NOT.

SIGNATURE

Earl M Gullough

PRINTED NAME

ERIN MCULLOUGH

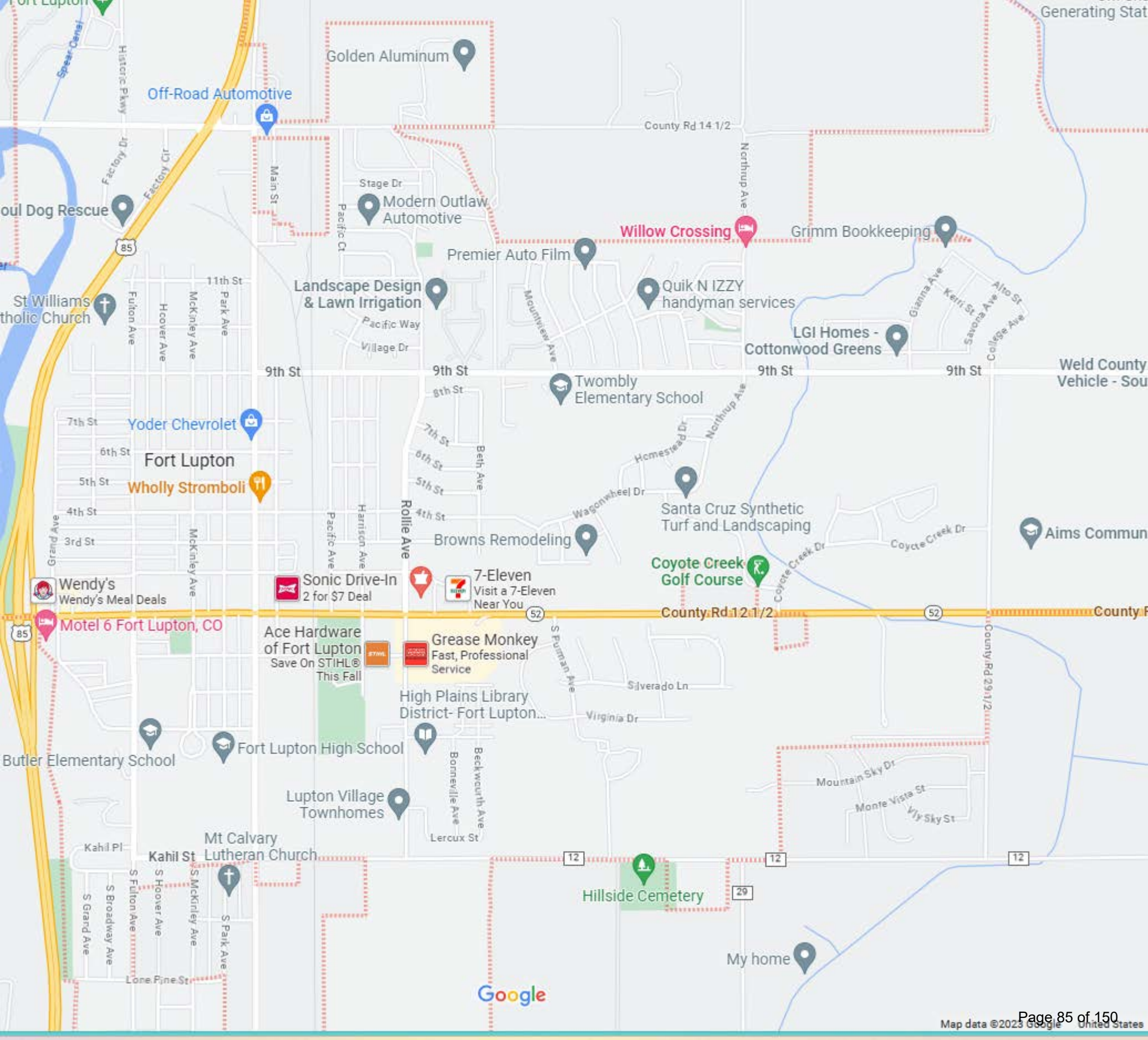
STATE OF COLORADO) ss.
COUNTY OF Douglas)

Subscribed and sworn to before me this 31st day of October, 2023.

Julian Sanchez
NOTARY PUBLIC

© Oedipus Petitioning, LLC

JULIEANN M SANCHEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214022817
MY COMMISSION EXPIRES 06/11/2025



PETITION TO THE LIQUOR LICENSING AUTHORITY OF FORT LUPTON, COLORADO

APPLICANT/TRADE NAME: The Bad Hatchet, LLC d/b/a The Bad Hatchet
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	SIGNATURE	PRINTED NAME	TITLE (Owner/Mgr)	BUSINESS NAME	BUSINESS ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.		Julie A DeVissio	Owner	A Natural Way	333 Denver Ave	62	10/27/23	✓		
2.		ALISHA CRANWELL	Office Manager	FORT LUPTON DENTAL	229 DENVER AVE	34	10/27/23	✓		
3.		Porty. Montes	Mgr	Fort Lupton Party	205 : Denver Ave	25	10/27/23	✓		
4.		Corey Lenato	Owner	R & M Services	622 1st St -	44	10/27/23	✓		
5.		Angela Gonzalez	Mgr	Wendys	11 1st.	41	10/27/23	✓		
6.		Maira Corona	Mgr	Mc Donald's	105 First st	42	10/27/23	X		
7.		Irma Pardo	Mgr	Taverna los Cerros	123 1st.	27	10/27/23	✓		
8.		Sonya Martinez	Mgr	Burger King	25 S Grand Ave	35	10/27/23		✓	NO MORE drunks.
9.		Maura Nara	Mgr	CARNITAS	20 S Grand Ave	41	10/27/23	✓		
10.		Doriane Leonard		Animal Clinic	232 1st	53	10/27/23			

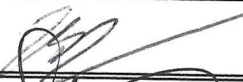
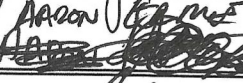
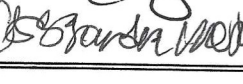
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1.		GURJEET SINGH	mgr	EVERYDAY STORE	104 DENVER AVE	26	10/27/23	✓		
2.		Bryan Schick	mgr	Napa	214 Denver Ave	26	10-27-23	✓		
3.		Dolores Reyes	Mgr	Queen Square Laundry	230 Denver Ave	76	10/27/23	✓		
4.		Jessica Martinez	Manager	Low Co INC	308 Denver Ave	32	10/27/23	✓		
5.		Aaron Leana	Owner	Low Co Inc	308 DENVER AVE	35	10/27/23	✓		
6.		Maximiliano Arh	Owner	Aromates Santa Cruz	336 Denver Ave	28	10/27/23	✓		
7.		Nicole Helalery	mgr	Windy Stromboli	410 Denver Ave	40	10.27.23	✓		
8.		Maria Pila	Manager	Trunks Ice Cream	522 Denver Ave	46	10/27/23	✓		
9.		Jesse Huang	Sales manager	Yoder Chevrolet	601 Denver Ave	38	10/27/23	✓		
10.		Cassandra Mota	worker	Motel 6	65 S Grand Ave	24	10/30/23	✓		

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1.		Melody Alquist	MGR	Ac Hardware	201 S. Polka	60	10-31-23	X		
2.		Ashley Burr	Owner	Domino's		32	10-30-23	X		
3.		Ashleigh Brann	GM	Subway	1200 Dexter Unit W2	38	10-30-23	X		great place
4.		Samantha LeSage	Mgr	Great Clips	1200 Dexter unit W5	48	10-30-23	X		
5.		Rick Y Singh	Owner	TJ's Express	1400 Dexter Ave	36	10-30-23	X		
6.		Rick Y Singh	Owner	TJ's Express	804 Denver Ave	47	10-30-23	X		
7.		Rosa Rodriguez	Mg.	B. Deligh.	1230 Denver Ave	42	10-30	X		
8.		Alicia Kangel	Mg.	7-11	641 14th St.	35	10/30	X		
9.		Blanca Garcia	Mg	El Pueblo Market	1061 Denver Ave	44	10/30/23	X		
10.		Jose Alvarez	Mg	Tres Hermanos	733 Denver Ave.	35	10/30/23	X		

PAGE 3

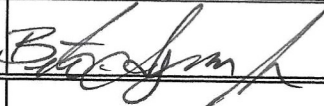
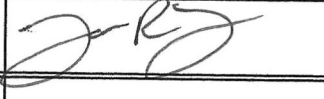
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	SIGNATURE	PRINTED NAME	TITLE (Owner/Mgr)	BUSINESS NAME	BUSINESS ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.		Beto Anguiano	manager	A zone	1300 2nd St	43	10/30/23	☒		
2.		HADITSE	manager	7-11	1400 2nd St	45	10/30/23	☒		
3.		Toni Trujillo	Owner	True Dental Smiles	110 Copper Place	35	10/30/23	☒		
4.										
5.										
6.										
7.										
8.										
9.										
10.										

LODGING AND ENTERTAINMENT LIQUOR LICENSE

AFFIDAVIT

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FURTHER THE AFFIANT SAYETH NOT.

SIGNATURE

Earl M Gullough

PRINTED NAME

ERIN MCULLOUGH

STATE OF COLORADO) ss.
COUNTY OF Douglas)

Subscribed and sworn to before me this 31st day of October, 2023.

Julian W. Sanchez
NOTARY PUBLIC

© Oedipus Petitioning, LLC

JULIEANN M SANCHEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214022817
MY COMMISSION EXPIRES 06/11/2025

1

Received 9/21/23
Page 91 of 150
marked to LED
9/21/23

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** SBG.Colorado.gov/Liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I. Applicant information	☒ A. Applicant/Licensee identified ☒ B. State sales tax license number listed or applied for at time of application ☒ C. License type or other transaction identified ☒ D. Return originals to local authority (additional items may be required by the local licensing authority) ☒ E. All sections of the application need to be completed ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II. Diagram of the premises	☒ A. No larger than 8 1/2" X 11" ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) ☒ C. Separate diagram for each floor (if multiple levels) ☐ D. Kitchen - identified if Hotel and Restaurant ☒ E. Bold/Outlined Licensed Premises
III. Proof of property possession (One Year Needed)	☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk ☒ B. Lease in the name of the applicant (or) (matching question #2) ☐ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant ☐ D. Other agreement if not deed or lease. (matching question #2)
IV. Background information (DR 8404-I) and financial documents	☒ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) ☒ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☐ D. List of all notes and loans (Copies to also be attached)
V. Sole proprietor/husband and wife partnership (if applicable)	☐ A. Form DR 4679 ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI. Corporate applicant information (if applicable)	☐ A. Certificate of Incorporation ☐ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII. Partnership applicant information (if applicable)	☐ A. Partnership Agreement (general or limited). ☐ B. Certificate of Good Standing
VIII. Limited Liability Company applicant information (if applicable)	☒ A. Copy of articles of organization ☒ B. Certificate of Good Standing ☒ C. Copy of Operating Agreement (if applicable) ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)
IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application	☒ A. \$75.00 fee ☒ B. Individual History Record (DR 8404-I) ☐ C. If owner is managing, no fee required

Name THE BAD HATCHET, LLC	Type of License L&E	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes No ☐ ☒		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		☐ ☒		
b. Had an alcohol beverage license suspended or revoked?		☐ ☒		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		☐ ☒		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		☐ ☒		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		☐ ☒		
or Waiver by local ordinance? ☐ ☐ Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		☐ ☒		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		☐ ☒		
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		☐ ☒		
13 b. Are you a Colorado resident?		☒ ☐		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. The Bad Hatchet, LLC - Member		☒ ☐		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership , lease or other arrangement?		☒ ☐		
☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord WILLIAM DALE	Tenant THE BAD HATCHET, LLC	Expires 07/21/2027		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		☐ ☒		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:				
Has a local ordinance or resolution authorizing optional premises been adopted?		☐ ☒		
Number of additional Optional Premise areas requested. (See license fee chart)				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?		☐ ☒		
If "yes" a copy of license must be attached.				

Name THE BAD HATCHET	Type of License L&E	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		Yes ☐ No ☒		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		Yes ☐ No ☒		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		Yes ☐ No ☒		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		Yes ☐ No ☒		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?		Yes ☐ No ☒		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		Yes ☐ No ☒		
23. For all on-premises applicants. a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details. b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager SHEETS		First Name of Manager JUSTIN		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		Yes ☒ No ☐		
25. Related Facility - Campus Liquor Complex applicants answer the following: a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. b. Designated Manager for Related Facility- Campus Liquor Complex		Yes ☐ No ☒		
Last Name of Manager N/A		First Name of Manager		
26. Tax Information.				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		Yes ☐ No ☒		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		Yes ☐ No ☒		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name JUSTIN SHEETS	Home Address, City & State 11284 Colony Circle, Broomfield, CO	DOB [REDACTED]	Position MEMBER	%Owned 55
Name ALBERT GRAUER	Home Address, City & State 730A Crawford Dr, Cottage Grove, WI	DOB 10/10/20	Position MEMBER	%Owned 40
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name THE BAD HATCHET, LLC		Type of License L&e	Account Number	
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature 		Printed Name and Title JUSTIN SHEETS, MEMBER		Date 10/27/22
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority 9/21/23		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
☒ Fingerprinted ☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license				
(Check One)				
☐ Date of inspection or anticipated date _____ ☒ Will conduct inspection upon approval of state licensing authority				
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?				Yes No ☐ ☐
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?				☐ ☐
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				☐ ☐
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for City of Fort Lupton		Telephone Number 720-466-6101		☒ Town, City ☐ County
Signature	Print Zo Hubbard	Title Mayor	Date	
Signature	Print Maricela Peña	Title City Clerk	Date	

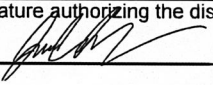
Tax Check Authorization, Waiver, and Request to Release Information

I, JUSTIN SHEETS am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of THE BAD HATCHET, LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

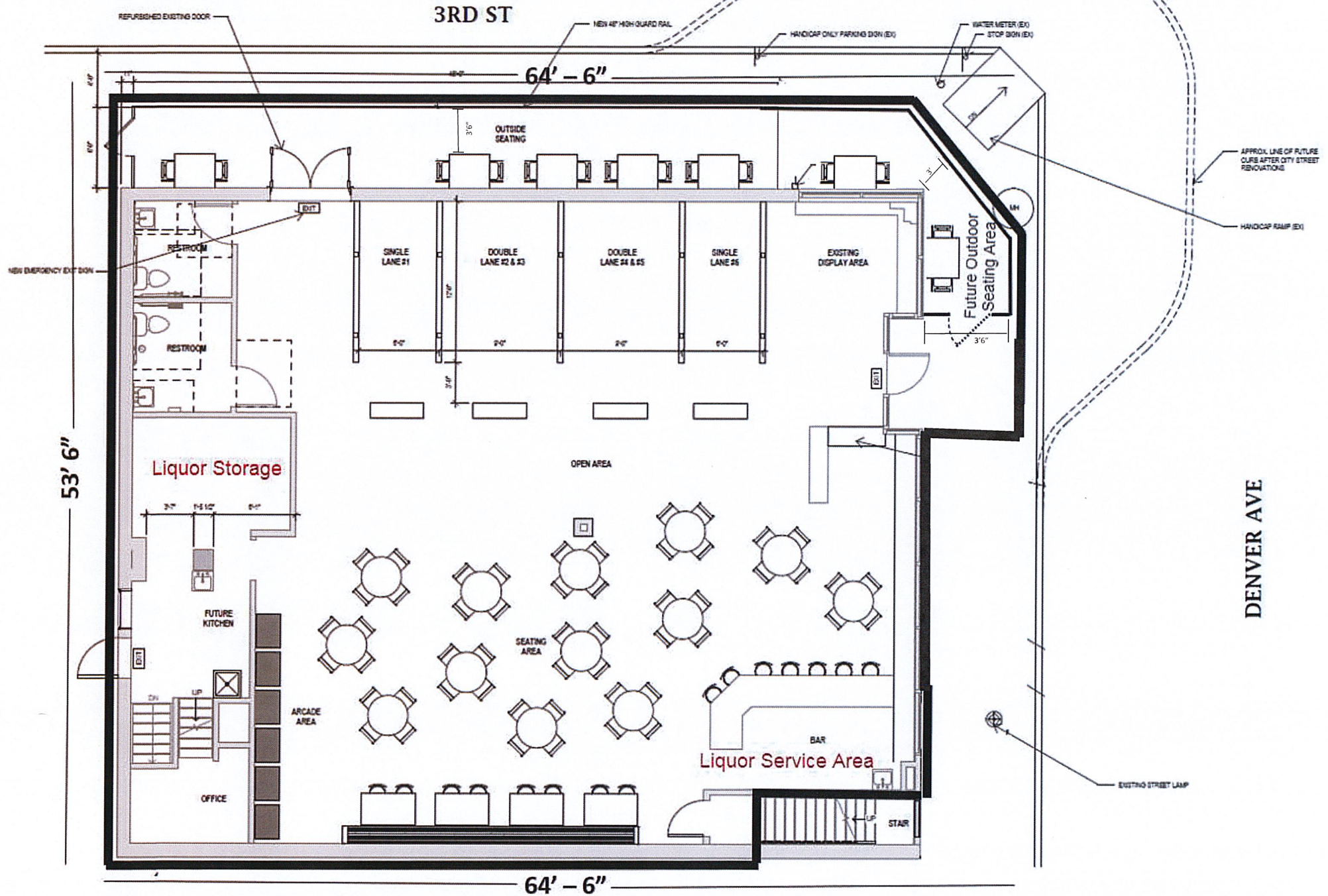
Name (Individual/Business) THE BAD HATCHET		Social Security Number/Tax Identification Number [REDACTED]	
Address 237 DENVER AVE			
City FORT LUPTON		State CO	Zip 80621
Home Phone Number N/A		Business/Work Phone Number 720-510-2965	
Printed name of person signing on behalf of the Applicant/Licensee JUSTIN SHEETS			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 10/27/22

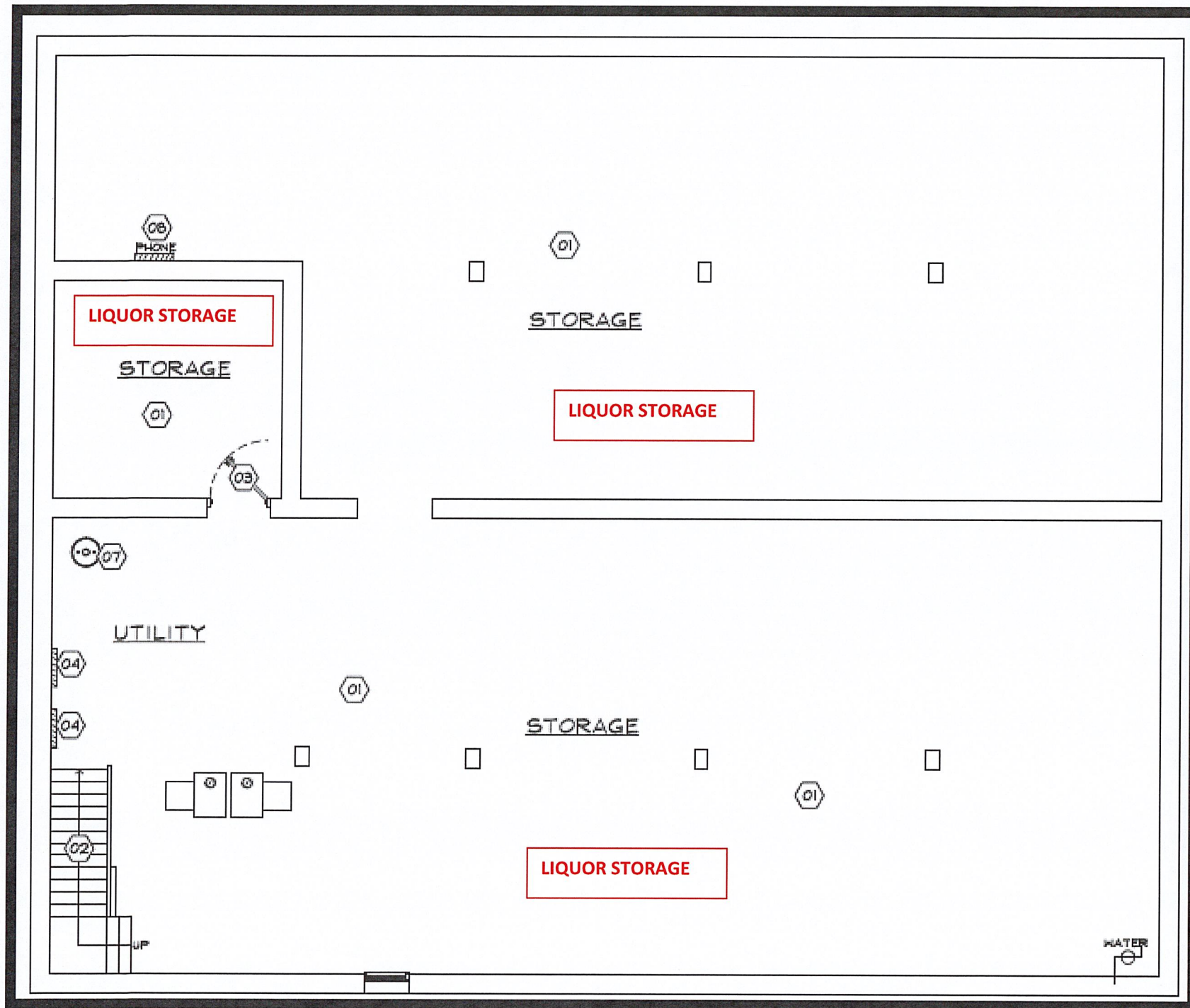
Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

THE BAD HATCHET – 237 DENVER AVE

08/15/23





BASMENT LEVEL - STORAGE

237 DENVER AVE FORT LUPTON, CO 80621

Certificate of Achievement

THIS ACKNOWLEDGES THAT

Justin Sheets

HAS SUCCESSFULLY COMPLETED

**Colorado Responsible Alcohol Beverage Vendor Training
And Meets All Of The Necessary Requirements Of Section 44-3-1002, C.R.S.
For On-Premises Liquor Licenses**

abt

ALCOHOL BEVERAGE
TRAINING

Issued on and Expires Three Years From:

March 23, 2021

**Patrick Maroney, President
Alcohol Beverage Training
P.O. Box 998
Johnstown, Colorado 80534
(303)710-3424**

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

The Bad Hatchet, LLC

is a

Limited Liability Company

formed or registered on 10/26/2020 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20201925819 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/20/2023 that have been posted, and by documents delivered to this office electronically through 09/21/2023 @ 14:24:21 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/21/2023 @ 14:24:21 in accordance with applicable law. This certificate is assigned Confirmation Number 15340198 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Notice of Public Hearing

Notice is hereby given that the City of Fort Lupton City Council, acting as the Local Licensing Authority, has scheduled a public hearing on November 7, 2023 at 6:00 p.m. at City Hall, 130 S. McKinley Avenue, Fort Lupton, CO 80621. The public hearing is to consider an application for a new Lodging and Entertainment liquor license for The Bad Hatchet LLC dba The Bad Hatchet located at 237 Denver Ave., Fort Lupton, CO 80621. The application was deemed complete by the City Council on October 3, 2023. Justin Sheets, Member, 11284 Colony Circle, Broomfield, CO 80021

Published: Greeley Tribune October 27, 2023-2012814

Prairie Mountain Media, LLC

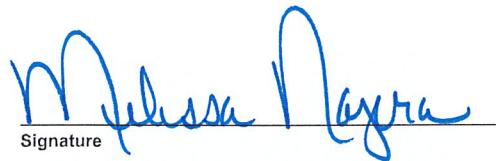
PUBLISHER'S AFFIDAVIT

**County of Weld
State of Colorado**

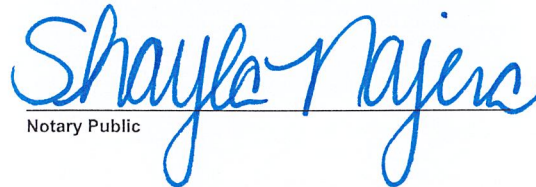
The undersigned, Agent, being first duly sworn under oath, states and affirms as follows:

1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Greeley Tribune*.
2. The *Greeley Tribune* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Weld County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Greeley Tribune* in Weld County on the following date(s):

Oct 27, 2023


Signature

Subscribed and sworn to me before me this
27th day of October, 2023.


Notary Public

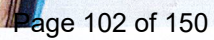
(SEAL)

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES July 31, 2025

Account: 1102365
Ad Number: 2012814
Fee: \$11.44

1.4

REC'D CITY OF FT LUPTON
NOV 1 2023 PM 3:23





City Clerk

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 720.466.6101
Fax: 303.857.0351

www.fortluptonco.gov

REVOCABLE RIGHT OF WAY PERMIT AGREEMENT

[Railing for Temporary Patio]

1. Parties. The parties to this Revocable Right of Way Permit Agreement are the City of Fort Lupton, ("City") and Bad Hatchett ("Permittee") who has a business address of 237 Denver Ave, Fort Lupton, CO. 80621. The City has determined that the intended use by the Permittee may be accommodated without unduly impeding pedestrian or traffic flow. Further, the City and Permittee agree that this Revocable Right of Way Permit Agreement is expressly granted based upon and subject to each and every term and condition set forth below.

2. Permitted Metal Railing. The City hereby grants to Permittee a revocable and non-exclusive permit to install a metal railing, subject to all of the terms and conditions of this Agreement, in the following limited location adjacent to Permittee's property ("the Premises"):

*that portion of the sidewalk between Denver Ave and the Premises, as more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein by reference.*

3. Railing Description. The Permittee shall install the railing, as depicted in **Exhibit B**, attached hereto and incorporated by this reference. The Permittee shall be solely responsible for maintenance and repair of said improvements. The Fort Lupton Department of Public Works shall be given the opportunity to review the design of the improvements. Approval by the Fort Lupton Department of Public Works must be obtained prior to installation of any improvements referenced herein. No improvements shall be permanently affixed within the City's right of way. The City reserves the right to require the immediate removal of any property or improvements of the Permittee or cessation of any business use the City determines is inappropriate or not in conformance with the conditions stated herein.

4. Term. The Permit herein granted shall be effective upon the date of City execution hereof and shall continue until **(Insert Date)** unless this Agreement is sooner terminated as provided herein or said permit is revoked by the City of Fort Lupton in its sole discretion.

5. Indemnification. The Permittee for itself and its heirs, successors and assigns, hereby releases and discharges the City, its officers, employees, agents, insurers and assigns from any liability and from any and all claims, liens, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever related to or arising from Permittee's occupation of the Premises permitted hereunder, including attorney fees and court costs.

The Permittee agrees that the City may elect to provide its own defense or to require Permittee to provide such defense. The Permittee shall be liable for all costs and fees related to the defense, regardless of which party provides the defense.

6. Insurance.

- a. No permit shall be issued or remain in effect unless the Permittee obtains and maintains in force and on file with the City Clerk's Office, sufficient evidence of a general liability policy covering injury to or destruction of property and bodily injury, including death, as follows: Permittee shall at its expense obtain, carry and maintain at all times, and shall require each contractor or subcontractor of Permittee performing work on the Premises to obtain and maintain, a policy of comprehensive general liability insurance insuring the City and Permittee against any liability, loss or damages arising out of or pertaining in way to Permittee's use, occupancy or maintenance of the Premises or the condition thereof. Such insurance shall be at all times in an amount of not less than \$1,000,000 combined single limit for bodily injury and property damage per occurrence. To the extent alcohol beverage service is appropriately licensed, Permittee shall also at its expense obtain, carry and maintain at all times host and general liquor liability insurance in the same amount. The policies shall be primary insurance, and any insurance carried by the City shall be excess and not contributory insurance. Permittee shall be solely responsible for any deductible losses.
- b. Required coverage shall be evidenced by endorsement, with the City named as an additional insured, and providing for thirty (30) days' notice to the Director of Public Works or his designee in the event of any material change in or cancellation of the coverage.
- c. The City is relying on and does not waive or intend 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. §24-10-101 et seq., as from time to time amended, or otherwise available to the City, and its officers and employees.
- d. The Permittee must provide proof of the insurance coverages required by this paragraph on an annual basis and at such other times as reasonably requested by the City Clerk or her designee.

7. Alcohol Service. The Permittee has applied to utilize the Premises for alcohol service. The Permittee represents the proposed outside service area is immediately adjacent to the licensed premises and will comprise a definite contiguous area. The appropriate fee has been tendered and plans and specifications filed with the City. As set forth above, the Permittee shall obtain and maintain required host and general liquor liability insurance coverage and shall at all times comply with all applicable state and local liquor laws, regulations and ordinances.

8. Acknowledgement of General Condition. Permittee acknowledges that its use and occupancy hereunder is of the Premises in its present, as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Permittee acknowledges the City shall have no obligation to repair, maintain, replace or improve any portion of the Premises in order to make such Premises suitable for Permittee's intended use.
9. Permittee and City's Property. The City shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property placed or located, on, at, or in the Premises, it being acknowledged and understood by Permittee that the safety and security of any such property is the sole responsibility and risk of Permittee.
10. Right of Entry. Notwithstanding any other provisions of this permit to the contrary, the City shall at all times have the right to enter the Premises to inspect the Premises to insure compliance with the terms of this permit or utilize the Premises in any manner authorized by the City for any public purpose. If such entry requires disturbance of any items placed upon the Premises under this Permit, the City shall not be required to repair or replace any such items. In the exercise of its rights pursuant to this Permit, Permittee shall avoid any damage or interference with any City installations, structures, utilities, or improvements, on, under, or adjacent to the Premises.
11. Restoration of Premises. At the termination of this permit, Permittee shall deliver up the Premises in as good a condition as when Permittee took possession, excepting only ordinary wear and tear.
12. Existing Rights. Permittee understands that the Permit granted hereunder is subject to prior franchise agreements and all easements and other interests of record applicable to the Premises. Permittee shall be solely responsible for coordinating its activities hereunder with the holders of such franchise agreements or easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such franchises or easements or other interests.
13. No Waiver. Waiver by the City of any breach of any term of this Permit shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.
14. Representations of Permittee. The undersigned, by his/her signature, acknowledges that he/she is: an authorized representative of the Permittee; that the Permittee is familiar with and agrees to comply with all laws and regulations of the State of Colorado and the City of Fort Lupton applicable to the permit granted herewith; that any misrepresentations or false statements appearing herein shall automatically cause this permit to be null and void in its entirety and subject to immediate revocation without notice; and Permittee releases the City of Fort Lupton from any liability which may arise from the issuance of the right of way encroachment permitted hereon.

15. Revocation. The permit, if approved, may be terminated or revoked by the City or its designee, at any time and for any reason upon the tendering of ten (10) days written notice to Permittee. Upon such notice, Permittee shall remove any improvements or business property installed at the Premises at its sole cost and return the Premises to its prior condition. The Permittee agrees the City shall not be held liable for any costs incurred by the Permittee resulting from such revocation or termination.

Justin P Sheets

Permittee

Name: Justin Sheets

Title: Owner/General Manager

06/01/2023

Date

For City Use Only – Permittee not to write below this line

Engineering Manager's Comments:

____ Received required Certificate of Insurance naming City as additional insured

Action by City

The Permit is:

_____ approved
_____ approved, with conditions (attached as **Exhibit C**)
_____ denied

The term of this Right of Way Permit is: _____ (may not exceed five years)

Date of Issue: _____ Expiration Date: _____

The term of this Right of Way Permit shall be in accordance with **Section XXX** of the City of Fort Lupton Municipal Code.

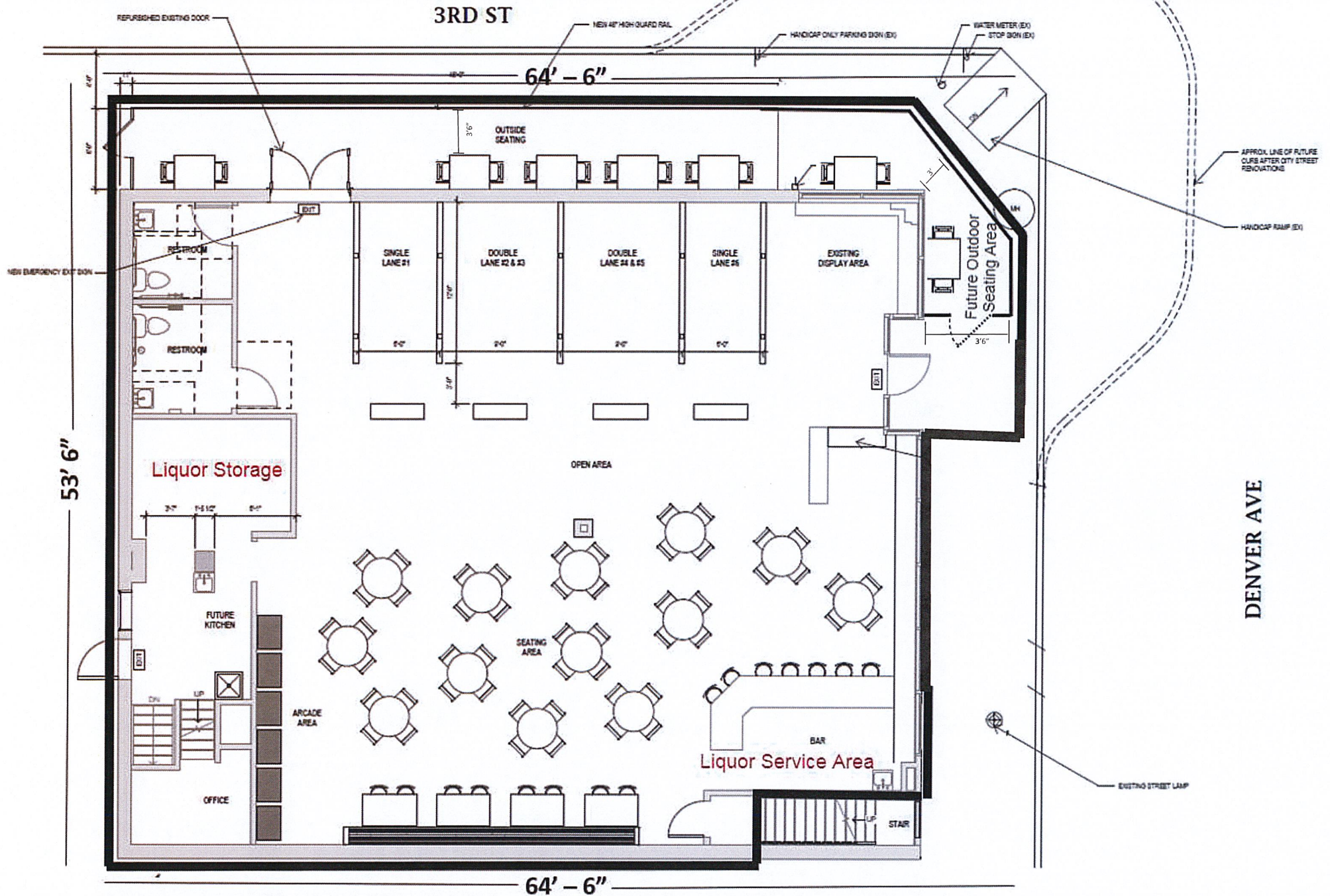
Engineering Manager

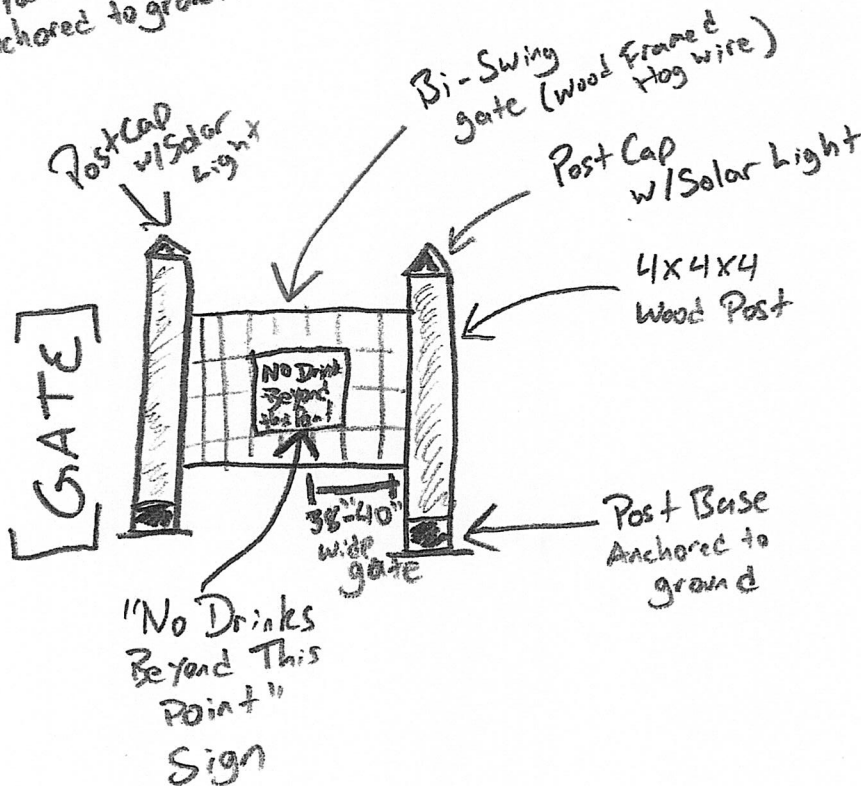
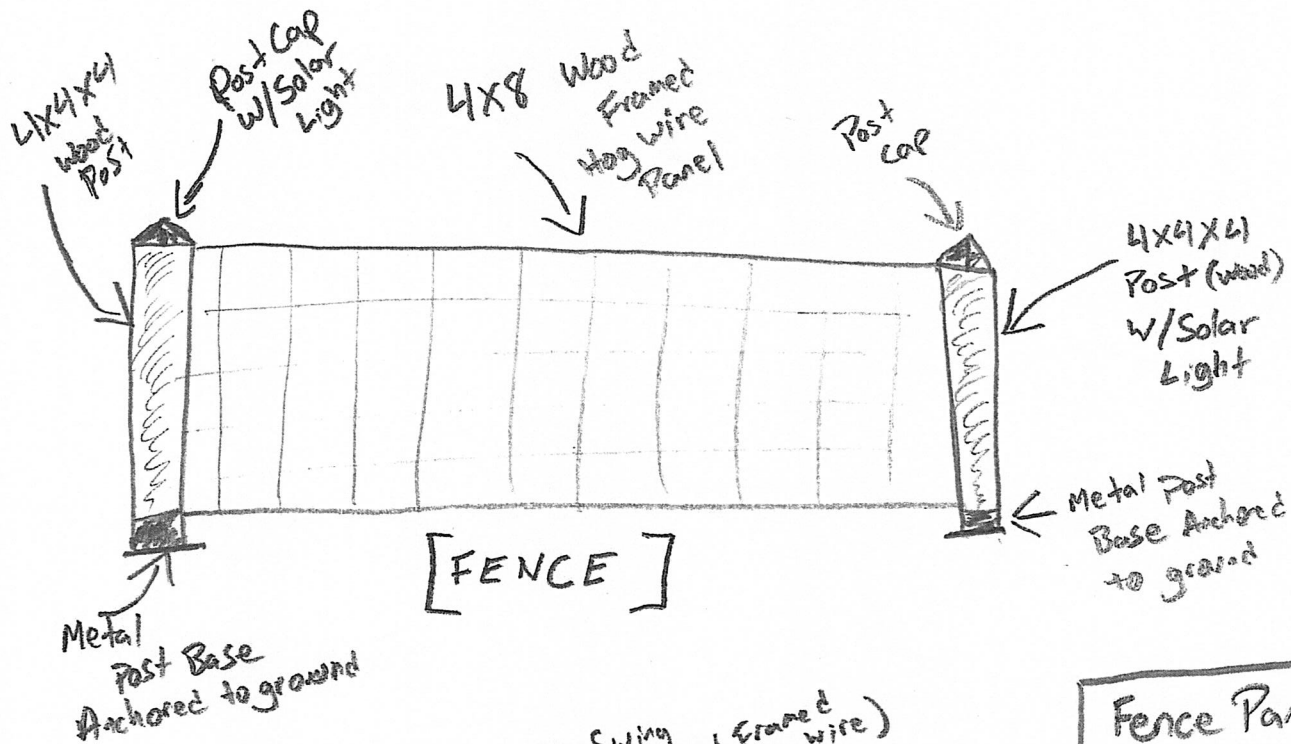
Date

THE BAD HATCHET – 237 DENVER AVE

08/15/23

Exhibit A





Fence Panels attached by Wood Screws

Bi-Swing Gate Secured By 2 way Gate Latch (ADA)

237 Denver Ave
Outdoor Service Area
Materials Diagram



City Clerk

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 720.466.6101
Fax: 303.857.0351

www.fortluptonco.gov

November 1, 2023

Via Email justin@thebadhatchet.com

Re: New Lodging and Entertainment License
The Bad Hatchet LLC dba The Bad Hatchet
237 Denver Ave., Fort Lupton, CO 80621
Public Hearing: November 7, 2023

To the applicant and all other interested parties:

Pursuant to Colorado Revised Statutes Section 44-3-312, as amended, you are hereby advised that with regard to your application for a new Lodging and Entertainment License, an investigation has been made, and based on the results thereof the following has been determined:

1. That the application was originally filed on September 21, 2023.
2. That the Notice of Public Hearing on this matter was posted on October 27, 2023, and published in the Greeley Tribune on October 27, 2023 and the Fort Lupton Press on November 2, 2023.
3. There had not been within two (2) years preceding the date of your application, a denial of an application by either the City of Fort Lupton or State of Colorado for a Lodging and Entertainment License at the location for which you made application for or that the reasonable requirements of the neighborhood and the desires of the inhabitants were satisfied by the existing outlets.
4. From the evidence that was submitted, that you are entitled to possession of the premises where you propose to exercise the license being applied for.
5. The Lodging and Entertainment License for the sale of malt and vinous liquors for on-premises consumption, in the manner proposed in your application is not a violation of the City of Fort Lupton Municipal Code or other applicable laws, rules or regulations of the City, County or State of Colorado.
6. The building where you propose to exercise the privilege of selling liquor is not within 500 feet from a public school and does not possess any other distance restrictions.
7. That the intended use to serve alcohol on the sidewalk may be accommodated without unduly impeding pedestrian or traffic flow. Further, the City and Permittee agree that the Revocable Right of Way Permit Agreement is expressly granted based upon and subject to each and every term and condition set forth in the agreement.
8. That the public hearing on your application will be held on November 7, 2023, at 6 p.m. in the City Council Chambers at City Hall, 130 S. McKinley Ave., Fort Lupton, CO 80621.

At said hearing, you shall have an opportunity to be heard regarding all matters relating to your application, including all matters set forth herein.

9. That at the public hearing, and pursuant to C.R.S. Section 44-3-307, as amended, you have the burden of proving that you are qualified to hold the license applied for and that your character, record and reputation are satisfactory.

If you have not already done so, it is recommended that you check into liquor server training which is offered on-line. Here is a link for State approved vendors list:

<https://sbg.colorado.gov/approved-responsible-vendors-training>

You are also advised to obtain and read a copy of the State of Colorado Liquor and Beer Codes and Regulations. These can be found at:

<https://sbg.colorado.gov/liquor-enforcement-laws-rules-regulations>

AM 2023-159 will be made available to the Fort Lupton City Council, acting as the Local Licensing Authority, and posted on the City's website on November 3, 2023. The City is utilizing GoTo to allow participation to be held both in person and virtually. To participate virtually, please go to: <https://global.gotomeeting.com/join/851983253>

Please feel free to contact me directly at 720-466-6116 if you have any questions that I can help answer.

Sincerely,

Kaela Dunston
Deputy City Clerk
cityclerk@fortluptonco.gov

Enclosure: AM 2023-159



SUBJECT FOR DISCUSSION

Approving Insurance Benefits for Employees for 2024

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The following employee insurance benefits are currently on a policy year that runs from January 1st to December 31st. The various benefits up for renewal are

- Medical
- Health Reimbursement Arrangement (HRA)
- Vision
- Employee Assistance Program (EAP)
- Dental
- Flexible Spending Accounts
- COBRA Administration
- Group life and accidental death and dismemberment (AD&D)
- Voluntary life and accidental death and dismemberment (AD&D)
- Group long-term disability (LTD)
- Voluntary short-term disability (STD)

Costs for all benefits have been included in the totals at the end.

MEDICAL - UNITED HEALTHCARE

The City received a renewal from United Healthcare. The City did not choose to go out to bid for a new carrier.

Staff is recommending that the City stay with GBS Benefits as its broker and stay with United Healthcare (UHC) as its health insurance carrier. UHC has negotiated an increase of 9%, down from 12.37% initially. UHC will agree to reduce to a 6% increase with one plan change to the copay plan.

UHC will provide the City with an administrative credit of \$40,000 and a performance funding option that may result in some refund if the City's loss ratio is lower than 73%. UHC has also offered a \$30,000 wellness fund to continue to employee wellness participation.

The health plan represents the majority of the benefit costs for the City. Based on current enrollment, the total cost for the plan will be \$1,272,688.44 for 2024, an increase of \$70,871.64 over 2023 costs, based on current enrollment.

Staff is proposing that the cost share percentage for the employee and dependent premiums implemented in 2022 remain the same for 2024. The cost share is as follows:

	<u>City portion</u>	<u>Employee portion</u>
Employee only	87%	13%
Dependents	55%	45%

The premium cost share for the HDHP/HSA plan is as follows:

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

	<u>City portion</u>	<u>Employee portion</u>
Employee only	87% + \$50	13% - \$50 discount
Dependents	55% + \$75	45% - \$75 discount

It is important to distinguish that HDHP/HSA plan participants often have higher out of pocket expenses, so they are not necessarily receiving a richer benefit than PPO plan participants. In addition to the premium share, the City contributes \$100 per month to the employee's HSA and \$150 per month to the HSA if they are covering dependents

Staff is not proposing any change to the HSA contribution.

Based on the new premiums for 2024, by tier this is equivalent to the following:

	<u>City portion</u>	<u>Monthly cost</u>	<u>Employee portion</u>	<u>Monthly cost</u>
Employee only	87.00%	\$629.71	13.00%	\$ 94.08
Employee + spouse	71.41%	\$1,007.89	28.59%	\$403.50
Employee + child(ren)	72.39%	\$964.10	27.61%	\$367.68
Employee + family	66.47%	\$1,342.28	33.53%	\$667.10

By tier, this is equivalent to the following:

	<u>City portion</u>	<u>Monthly cost</u>	<u>Employee portion</u>	<u>Monthly cost</u>
Employee only	94.33%	\$ 643.40	5.67%	\$ 38.66
Employee + spouse	77.04%	\$ 1,024.78	22.95%	\$305.24
Employee + child(ren)	78.37%	\$ 983.51	21.63%	\$271.48
Employee + family	70.41%	\$1,339.88	29.59%	\$563.06

HEALTH REIMBURSEMENT ARRANGEMENT – NATIONAL BENEFIT SERVICES (NBS):

NBS has increased the rates for the administration of the plan. The cost will increase by 7% to be \$3.25 per covered employee per month. Based on current enrollment, the total estimated cost for the plan will be \$4,368.80 for 2024. This does not include the cost of HRA reimbursements. The benefits will remain the same.

AMERITAS – VISION INSURANCE:

Ameritas has increased their renewal by 9%. Based on current enrollment, the total estimated cost for the plan will be \$10,785.84 for 2024. There are no changes to the benefits for 2024.

UHC – EMPLOYEE ASSISTANCE PROGRAM:

UHC offers Employee Assistance Program (EAP) benefits to its members at no cost. The benefit includes three (3) free visits per issue. The Standard also offers an identical benefit as part of their other offerings. Mental health services are also offered through Amaze at no additional cost to employees. The City is currently offering EAP to all employees but utilization is low. Staff recommends promoting the mental health services through Amaze.

AMERITAS – DENTAL INSURANCE:

There is an increase from Ameritas for the Dental rates of 5.03%. Based on current enrollment, the total cost for the plan will be \$83,278.56 for 2024. The benefits will remain the same.

FLEXIBLE SPENDING ACCOUNTS (FSA) – NATIONAL BENEFIT SERVICES (NBS):

NBS has not increased the rates for the administration of the plans. The administrative costs for the FSA plans have changed by 7%. The cost will be \$3.25 per covered employee per month plus monthly and

annual fees for the use of flexible spending account cards. Based on current enrollment, the total estimated cost for the plan will be \$928.20 for 2023. The benefits will remain the same.

Amaze Health

There are no cost increases to Amaze Health. The cost for Amaze will stay at \$15.00 per employee per month. Based off of current enrollment, the total estimated cost for the plan will be \$21,600. This amount will change based off current Full-time headcount.

COBRA ADMINISTRATION – GBS BENEFITS

There are no administrative costs for COBRA Administration, as this is handled as a value-added service by our employee benefits broker, GBS Benefits.

FINANCIAL CONSIDERATIONS

The following is a summary of the financial impact changes for each Plan:

	% increase	Annual cost change	Total monthly cost	Annual cost
Medical	6%	\$70,871.64	\$106,057.37	\$1,272,688.44
HRA	7%	\$0.00	\$364.00	\$4,368
Vision	9%	\$889.20	\$898.82	\$10,785.84
EAP	part of medical now			\$0.00
Dental	5.03%	\$3,989.76	\$6,939.88	\$83,278.56
FSA	0.00%	\$0.00	\$61.75	\$941.00
COBRA	0.00%	\$0.00	\$0.00	\$0.00
Gr Life & ADD	0.00%	\$0.00	\$1,248.00	\$14,976.00
Group LTD	0.00%	\$0.00	\$1,559.10	\$18,709.17
Amaze Health	0.00%	\$0.00	\$1,800.00	\$21,600
Total:		\$75,750.60	\$118,928.82	\$1,427,347.01

Voluntary Life & Accidental Death and Dismemberment and Voluntary Short-Term Disability costs have not been included in the total. These benefits are 100% employee paid.

These costs changes are based on current enrolment and will change as head counts or participation increases or decreases.

LEGAL/POLITICAL CONSIDERATIONS

None

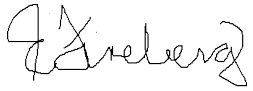
ALTERNATIVES/OPTIONS

1. Approve or not approve the renewals for medical, vision, dental, health reimbursement arrangement, flexible spending accounts, and COBRA administration.

STAFF RECOMMENDATIONS

Staff recommends approving all options as described in Alternatives/Options above.

Attachments: a. GBS Benefits January 2024 City of Fort Lupton Comparison of Benefits



A Leavitt Group Company

January 2024 Renewal

City of Fort Lupton

Comparison of Benefits



elizabeth.fineberg@gbsbenefits.com

Elizabeth Fineberg

Benefits Consultant
(720) 864-1892

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Lindsay Parks

Account Manager
(303) 848-4851

Comparison of Benefits Medical



City of Fort Lupton Medical Summary

Carrier	Plan	Monthly Premium	Annual Premium	Annual Increase	Percent of Increase
United Healthcare	CURRENT	\$100,151.40	\$1,201,816.80	–	–
United Healthcare	INITIAL RENEWAL	\$112,544.14	\$1,350,529.68	\$148,712.88	12.37%
United Healthcare	APPEALED RENEWAL	\$109,138.67	\$1,309,664.04	\$107,847.24	8.97%
United Healthcare	APPEALED RENEWAL W/PLAN CHANGE	\$106,057.37	\$1,272,688.44	\$70,871.64	5.90%
United Healthcare: \$40,000 Admin Credit / \$30,000 Wellness Funds for 2024					

City of Fort Lupton
Medical Comparison

		United Healthcare				United Healthcare			
		Choice Plus AGG5 HSA		Choice Plus BA9S Copay		Choice Plus DDS5 HSA		Choice Plus CY7C Copay	
		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Individual Deductible		\$5,000	\$15,000	\$5,000	\$15,000	\$5,000	\$15,000	\$5,000	\$15,000
Family Deductible		\$10,000	\$30,000	\$10,000	\$30,000	\$10,000	\$30,000	\$10,000	\$30,000
Individual Out-of-Pocket Max		\$5,000	\$17,500	\$6,500	\$19,500	\$5,000	\$17,500	\$6,500	\$19,500
Family Out-of-Pocket Max		\$10,000	\$35,000	\$13,000	\$39,000	\$10,000	\$35,000	\$13,000	\$39,000
Deductible / Out-of-Pocket Embedded		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Coinsurance		100%	50%	80%	50%	100%	50%	80%	50%
Physician Services									
Office Visits	Office Visits PCP	0% AD	50% AD	\$30 copay	50% AD	0% AD	50% AD	\$30 copay	50% AD
	Specialists	0% AD	50% AD	\$55 copay	50% AD	0% AD	50% AD	\$55 copay	50% AD
	Preventive Care	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered
	Diagnostic Lab / X-Ray	0% AD	50% AD	No Charge	50% AD	0% AD	50% AD	No Charge	50% AD
	Imaging (MRI, CT, PET Scans)	0% AD	50% AD	No Charge	50% AD	0% AD	50% AD	No Charge	50% AD
Hospital Services									
Inpatient Hospital Services		0% AD	50% AD	20% AD	50% AD	0% AD	50% AD	20% AD	50% AD
Outpatient Surgery in Hospital		0% AD	50% AD	20% AD	50% AD	0% AD	50% AD	20% AD	50% AD
Emergency Services									
Emergency Room		0% AD		\$250 copay		0% AD		\$250 copay	
Urgent Care		0% AD	50% AD	\$75 copay	50% AD	0% AD	50% AD	\$75 copay	50% AD
Prescription Drugs									
Retail	Deductible	Medical Deductible Applies				Medical Deductible Applies			
	Tier 1	\$10 copay AD		\$10 copay		\$10 copay AD		\$10 copay	
	Tier 2	\$35 copay AD		\$35 copay		\$35 copay AD		\$35 copay	
	Tier 3	\$70 copay AD		\$70 copay		\$70 copay AD		\$70 copay	
	Tier 4	NA		NA		NA		NA	
Monthly Rates		CURRENT				INITIAL RENEWAL			
62	Employee	39	\$627.27	23	\$709.39	39	\$703.39	23	\$799.48
10	Employee + Spouse	4	\$1,223.18	6	\$1,383.31	4	\$1,371.61	6	\$1,558.99
17	Employee + Child(ren)	14	\$1,154.18	3	\$1,305.28	14	\$1,294.24	3	\$1,471.05
14	Family	7	\$1,750.08	7	\$1,979.20	7	\$1,962.45	7	\$2,230.55
103	TOTAL BY PLAN	64	\$57,765.33	39	\$42,386.07	64	\$64,775.16	39	\$47,768.98
TOTAL MONTHLY ALL EMPLOYEES		\$100,151.40				\$112,544.14			
ANNUAL ALL EMPLOYEES		\$1,201,816.80				\$1,350,529.68			
Percent of Increase						12.37%			

City of Fort Lupton
Medical Comparison

***FINAL PLANS

		United Healthcare				United Healthcare				United Healthcare			
		Choice Plus AGG5 HSA		Choice Plus BA9S Copay		Choice Plus DDS5 HSA		Choice Plus CY7C Copay		Choice Plus DDS5 HSA		Choice Plus CY7C	
		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Individual Deductible		\$5,000	\$15,000	\$5,000	\$15,000	\$5,000	\$15,000	\$5,000	\$15,000	\$5,000	\$15,000	\$5,000	\$15,000
Family Deductible		\$10,000	\$30,000	\$10,000	\$30,000	\$10,000	\$30,000	\$10,000	\$30,000	\$10,000	\$30,000	\$10,000	\$30,000
Individual Out-of-Pocket Max		\$5,000	\$17,500	\$6,500	\$19,500	\$5,000	\$17,500	\$6,500	\$19,500	\$5,000	\$17,500	\$6,500	\$19,500
Family Out-of-Pocket Max		\$10,000	\$35,000	\$13,000	\$39,000	\$10,000	\$35,000	\$13,000	\$39,000	\$10,000	\$35,000	\$13,000	\$39,000
Deductible / Out-of-Pocket Embedded		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Coinsurance		100%	50%	80%	50%	100%	50%	80%	50%	100%	50%	80%	50%
Physician Services													
Office Visits	Office Visits PCP	0% AD	50% AD	\$30 copay	50% AD	0% AD	50% AD	\$30 copay	50% AD	0% AD	50% AD	\$30 copay	50% AD
	Specialists	0% AD	50% AD	\$55 copay	50% AD	0% AD	50% AD	\$55 copay	50% AD	0% AD	50% AD	\$55 copay	50% AD
	Preventive Care	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered
	Diagnostic Lab / X-Ray	0% AD	50% AD	No Charge	50% AD	0% AD	50% AD	No Charge	50% AD	0% AD	50% AD	No Charge	50% AD
	Imaging (MRI, CT, PET Scans)	0% AD	50% AD	No Charge	50% AD	0% AD	50% AD	No Charge	50% AD	0% AD	50% AD	No Charge	50% AD
Hospital Services													
Inpatient Hospital Services		0% AD	50% AD	20% AD	50% AD	0% AD	50% AD	20% AD	50% AD	0% AD	50% AD	20% AD	50% AD
Outpatient Surgery in Hospital		0% AD	50% AD	20% AD	50% AD	0% AD	50% AD	20% AD	50% AD	0% AD	50% AD	20% AD	50% AD
Emergency Services													
Emergency Room		0% AD		\$250 copay		0% AD		\$250 copay		0% AD		20% AD	
Urgent Care		0% AD	50% AD	\$75 copay	50% AD	0% AD	50% AD	\$75 copay	50% AD	0% AD	50% AD	\$75 copay	50% AD
Prescription Drugs													
Retail	Deductible	Medical Deductible Applies				Medical Deductible Applies				Medical Deductible Applies			
	Tier 1	\$10 copay AD		\$10 copay		\$10 copay AD		\$10 copay		\$0 copay AD		\$10 copay	
	Tier 2	\$35 copay AD		\$35 copay		\$35 copay AD		\$35 copay		\$0 copay AD		\$35 copay	
	Tier 3	\$70 copay AD		\$70 copay		\$70 copay AD		\$70 copay		\$0 copay AD		\$70 copay	
	Tier 4	NA		NA		NA		NA		NA		NA	
Monthly Rates		CURRENT				APPEALED RENEWAL				APPEALED RENEWAL WITH PLAN CHANGE			
62	Employee	39	\$627.27	23	\$709.39	39	\$682.06	23	\$775.36	39	\$682.06	23	\$723.79
10	Employee + Spouse	4	\$1,223.18	6	\$1,383.31	4	\$1,330.02	6	\$1,511.95	4	\$1,330.02	6	\$1,411.39
17	Employee + Child(ren)	14	\$1,154.18	3	\$1,305.28	14	\$1,254.99	3	\$1,426.67	14	\$1,254.99	3	\$1,331.78
14	Family	7	\$1,750.08	7	\$1,979.20	7	\$1,902.94	7	\$2,163.26	7	\$1,902.94	7	\$2,019.38
103	TOTAL BY PLAN	64	\$57,765.33	39	\$42,386.07	64	\$62,810.86	39	\$46,327.81	64	\$62,810.86	39	\$43,246.51
TOTAL MONTHLY ALL EMPLOYEES		\$100,151.40				\$109,138.67				\$106,057.37			
ANNUAL ALL EMPLOYEES		\$1,201,816.80				\$1,309,664.04				\$1,272,688.44			
Percent of Increase						8.97%				5.90%			

Comparison of Benefits Dental



City of Fort Lupton

Dental Comparison

FINAL

	Ameritas		Ameritas		Ameritas		Ameritas		Ameritas	
	Current		Current		Plan 1 w/Adult Ortho		Plan 2 w/Adult Ortho, Prev+, Up to 19 Seal/SPC Mnt		Plan 3 w/Adult Ortho, 2000 Max	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Individual Deductible	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Family Deductible	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
Annual Maximum	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$2,000	\$2,000
Deductible Waived for Preventive	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Preventive / Diagnostic	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Basic	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Major	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Oral Surgery		Basic		Basic		Basic		Basic		Basic
Periodontics		Basic		Basic		Basic		Basic		Basic
Endodontics		Basic		Basic		Basic		Basic		Basic
Implants		Major		Major		Major		Major		Major
Orthodontics										
Deductible		None		None		None		None		None
Lifetime Maximum		\$1,500		\$1,500		\$1,500		\$1,500		\$1,500
Child (under 19)	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Adult	NA	NA	NA	NA	50%	50%	50%	50%	50%	50%
Waiting Periods										
Preventive										
Basic		None		None		None		None		None
Major										
Orthodontics										
UCR Percentile		80th		80th		80th		80th		80th
Provider Directory Website		www.ameritasgroup.com		www.ameritasgroup.com		www.ameritasgroup.com		www.ameritasgroup.com		www.ameritasgroup.com
Administrative Fees		None		None		None		None		None
Voluntary / Employer Paid		Employer Paid		Employer Paid		Employer Paid		Employer Paid		Employer Paid
Participation Requirements		All Eligible EEs		All Eligible EEs		All Eligible EEs		All Eligible EEs		All Eligible EEs
Rate Guarantee		1 Year		1 Year		1 Year		1 Year		1 Year
Monthly Rates	CURRENT	RENEWAL	APPEALED RENEWAL							
63 Employee	\$33.28	\$36.28	\$34.96		\$38.64		\$40.28		\$41.80	
15 Employee + Spouse	\$66.56	\$72.56	\$69.92		\$77.40		\$80.68		\$83.72	
11 Employee + Children	\$94.76	\$103.29	\$99.52		\$107.72		\$111.96		\$113.68	
19 Family	\$130.00	\$141.71	\$136.52		\$148.40		\$154.40		\$157.76	
108 TOTAL MONTHLY	\$6,607.40	\$7,202.72	\$6,939.88		\$7,599.84		\$7,913.00		\$8,137.12	
TOTAL ANNUALLY	\$79,288.80	\$86,432.64	\$83,278.56		\$91,198.08		\$94,956.00		\$97,645.44	
Percent of Increase		9.01%	5.03%		15.02%		19.76%		23.15%	

Comparison of Benefits Vision



City of Fort Lupton Vision Comparison

*****FINAL PLAN**

		Ameritas	
		EyeMed Insight	
		In-Network	Out-of-Network
Eye Examination		\$10 copay	Up to \$35
Standard Plastic Lenses			
Single Vision			Up to \$25
Bifocal		\$10 copay	Up to \$40
Trifocal			Up to \$55
Frames*		\$130 allowance	Up to \$65
Contact Lenses*			
Elective		\$130 allowance	Up to \$104
Medically Necessary		Covered in Full	Up to \$200
*Either Frames -or- Contact Lenses			
Frequency			
Exams		12 Months	
Lenses		12 Months	
Frames		24 Months	
Contacts		12 Months	
Voluntary / Employer Paid		Employer Paid	
Participation Requirements		All Eligible EEs	
Rate Guarantee		1 Year	
Monthly Rates		CURRENT	RENEWAL
49	Employee	\$5.00	\$5.45
12	Employee + Spouse	\$10.04	\$10.94
15	Employee + Children	\$9.56	\$10.42
21	Family	\$15.04	\$16.39
97	TOTAL	\$824.72	\$898.82
TOTAL ANNUALLY		\$9,896.64	\$10,785.84
Percent of Increase			8.98%

Ameritas: Vision includes a 7% rate cap for the 1/1/2025 Renewal

Life, AD&D, and Dependent Life

Comparison of Benefits



City of Fort Lupton
Basic Life, AD&D and Dependent Life Comparison

*****FINAL PLAN**

		The Standard	The Standard
		Basic Life and AD&D	Basic Life and AD&D
Eligibility	All Full-Time	X	X
	All Full-Time Who Elect Management		
Number of Eligible Employees		104	104
Rate Guarantee		1/1/2024	1/1/2026
Benefit			
Life Insurance		\$100,000	\$100,000
AD&D Insurance		\$100,000	\$100,000
Conversion		Included	Included
Portability		Included	Included
Monthly Rates		CURRENT	RENEWAL
Basic Life (per \$1,000)		\$0.100	\$0.100
AD&D (per \$1,000)		\$0.020	\$0.020
MONTHLY TOTAL		\$1,248.00	\$1,248.00
ANNUAL TOTAL		\$14,976.00	\$14,976.00
Percent of Increase			0.0%

City of Fort Lupton
Supplemental Life

****FINAL PLAN**

	The Standard Supplemental Life	The Standard Supplemental Life
Employee Benefit		
Increments	\$10,000	\$10,000
Minimum Benefit	\$10,000	\$10,000
Maximum Benefit	\$500,000	\$500,000
Spouse Benefit		
Increments	\$5,000	\$5,000
Minimum Benefit	\$50,000	\$50,000
Maximum Benefit	\$250,000	\$250,000
Child Benefit		
Increments	\$10,000	\$10,000
Minimum Benefit	\$10,000	\$10,000
Maximum Benefit	\$10,000	\$10,000
Guarantee Issue		
Employee	\$100,000	\$100,000
Spouse	\$25,000	\$25,000
Additional Benefits		
Waiver of Premium	Included	Included
Conversion	Included	Included
Portability	Included	Included
Participation Required	20%	20%
Rate Guarantee	1/1/2024	1/1/2026
Rates Per \$1,000	CURRENT	RENEWAL
	EE and Spouse	EE and Spouse
<25	\$0.090	\$0.090
25-29	\$0.090	\$0.090
30-34	\$0.100	\$0.100
35-39	\$0.120	\$0.120
40-44	\$0.180	\$0.180
45-49	\$0.290	\$0.290
50-54	\$0.450	\$0.450
55-59	\$0.720	\$0.720
60-64	\$0.840	\$0.840
65-69	\$1.600	\$1.600
70-74	\$2.630	\$2.630
75+	\$2.630	\$2.630

Comparison of Benefits Disability



City of Fort Lupton
Long Term Disability

****FINAL PLAN**

		The Standard	The Standard
		LTD	LTD
Eligibility	All Full-Time All Full-Time Who Elect Management	X	X
Number of Eligible Employees		104	104
Monthly Covered Payroll		\$599,653	\$599,653
Benefit			
Elimination Period		90 days	90 days
Benefit Percentage		60%	60%
Maximum Monthly Benefit		\$5,000	\$5,000
Tax Benefit		No	No
Duration of Benefit		SSNRA	SSNRA
Definition of Disability		3 Years Own Occupation	3 Years Own Occupation
Employer Contribution		Employer Paid	Employer Paid
Participation Required		100%	100%
Rate Guarantee		1/1/2024	1/1/2026
Rates		CURRENT	RENEWAL
Per \$100 of Covered Payroll		\$0.260	\$0.260
MONTHLY TOTAL		\$1,559.10	\$1,559.10
ANNUAL TOTAL		\$18,709.17	\$18,709.17
Percent of Increase			0.0%

City of Fort Lupton
Voluntary Short Term Disability

		TT FINAL PLAN	
		The Standard	The Standard
		Voluntary STD	Voluntary STD
Eligibility	All Full-Time > All Full-Time Who Elect Management	X	X
Number of Eligible Employees		40	40
Covered Volume		\$30,144	\$30,144
Benefit			
Elimination Period			
Injury		7 days	7 days
Illness		7 days	7 days
Benefit Percentage		60%	60%
Weekly Benefit			
Minimum		NA	NA
Maximum		\$1,000	\$1,000
Duration of Benefits		12 Weeks	12 Weeks
Definition of Disability		Own Occupation	Own Occupation
Employer Contribution		Voluntary	Voluntary
Participation Required		Current	Current
Rate Guarantee		1/1/2024	1/1/2026
Rates		CURRENT	RENEWAL
per \$10 of Weekly Benefit		\$0.390	\$0.390
MONTHLY TOTAL		\$1,175.62	\$1,175.62
ANNUAL TOTAL		\$14,107.39	\$14,107.39
Percent of Increase			0.0%

Comparison of Benefits

Flexible Spending Account



City of Fort Lupton

Flexible Spending Account Comparison

*****FINAL PLAN**

	National Benefit Service	National Benefit Service
	CURRENT	RENEWAL
PEPM	\$3.05 PEPM	\$3.25 PEPM
Monthly Minimum	\$50	\$50
Debit Card Charge	\$18	Included in the Admin Fee
Annual Reports	\$200	\$200
Percentage of Increase		7.00%

Health Reimbursement Account Comparison

*****FINAL PLAN**

	National Benefit Service	National Benefit Service
	CURRENT	RENEWAL
PEPM	\$3.05 PEPM	\$3.25 PEPM
Monthly Minimum	\$50	\$50
Debit Card	No Debit Cards	No Debit Cards
Plan Document Services	\$300	\$300
Percentage of Increase		7.00%



SUBJECT FOR DISCUSSION

Approve Change Order to Contract with Burns and McDonnell for Engineering Design Services for the Water Tower Project Design for an Amount Not to Exceed \$686,433.00 from the Utility Fund - Water Storage

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Request for Qualifications (RFQ) was advertised January 5, 2023 and selection of consultant following the requirements of the Brooks Act (40 U.S.C. 1101). Burns and McDonnell was awarded the contract June 21, 2023 for the engineering services for the Elevated Water Storage project. The purpose of the Phase 1 work involves analyzing the City's existing potable water distribution system. The ultimate goal of the project is the elimination of the existing pump house at the tank farm and optimizing a plan for the ultimate distribution system.

We are pursuing a State Revolving Fund (SRF) loan. In order to expedite the design documents required for an SRF application submittal, Phase II engineering services are being contracted at this time. This change order is to provide initial design services and documentation required for the SRF application.

Submittal deadline for the SRF is June 2025.

FINANCIAL CONSIDERATIONS

The expected SRF loan amount will be \$12,000,000, which covers the engineering services agreement.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the change order to Burns & McDonnell
- B. Reject change order.
- C. Delay action on the contract to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approving change order to the contract with Burns and McDonnell for not to exceed \$686,433.00 from the Utility Fund.

- Attachments:**
- a. Contract Agreement Change Order – Burns & McDonnell.
 - b. Proposal (Exhibit A)

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Agreement Change Order

The PUBLIC WORKS Agreement entered into by and between the **City of Fort Lupton, Colorado** (hereinafter "City") and **Burns & McDonnell Engineering Company, Inc.** (hereinafter "CONSULTANT") dated June 21, 2023 is hereby modified as follows:

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

1. **SCOPE OF SERVICES.** Consultant shall additionally perform the services included in the scope of work set forth and incorporated herein as **Exhibit A.**

2. **CONTRACT SUM.** The City shall pay to the Consultant for performance and completion of the additional services encompassed by this Agreement Change Order, and the Consultant will accept as full compensation therefore an additional sum of not to exceed

Phase II - Basis of Design Report and
SRF Funding Support

\$ 686,433.00

as set forth in the Work Breakdown Structure and Fee Schedule attached hereto as Exhibit A.

All conditions and terms of original agreement to remain intact and applicable.

3. **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 **November, 2023.**

CITY OF FORT LUPTON, COLORADO

**Burns & McDonnell Engineering
Company, Inc.**

BY: **Zo Hubbard**

BY: **Dan Korinek**

TITLE: **Mayor**

TITLE: **Senior Vice President**

EXHIBIT A

BURNS MCDONNELL®

November 01, 2023

Mr. Roy Vestal
Public Works Director
City of Ft. Lupton
130 S. McKinley Ave
Fort Lupton, CO 80621

Re: Proposal to offer professional services for Phase II – Basis of Design Report and SRF Funding Support related to the City of Fort Lupton Elevated Water Storage Tank Engineering Services Project (FTL2023-02)

Dear Roy:

The City of Fort Lupton (city) desires to construct a new elevated water storage tank and connect it to the existing water distribution system. The new 3-million-gallon-elevated water storage tank (final size to be identified) is intended to provide system redundancy and alleviate some mechanical challenges currently experienced in the water distribution system. The new tank would include the design and construction of a pump station and waterlines to fill the tank and connect the tank to the existing distribution system. The tank siting has been previously evaluated and modeled using the Bentley WaterGEMS water distribution modeling platform (by others) but has yet to be finalized for detailed design. The City is looking to identify the optimal project to meet the system's needs and develop a detailed design of the tank, pump station, and associated distribution and/or transmission piping.

Phase II:

After discussions with the City, it was identified that Phase II, Basis of Design and components of the Drinking Water Revolving Fund (DWRf) application process, should commence as soon as possible to try to meet the June 5th, 2024 loan application deadline. The City desires to submit the loan application as soon as possible to seek base funding and Bipartisan Infrastructure Law (BIL) principal forgiveness. Phase II will encompass the Project Needs Assessment (PNA), the Basis of Design Report (BDR), the Environmental Assessment (EA), and the Public Meeting which are required as noted in the Pre-Qualification Review Letter, dated August 18th, 2023. The results of Phase I – Water Master Planning (in progress) will be used to inform the Basis of Design for the Elevated Water Storage Tank Project (FTL2023-02). As Phase I is on-going, it is anticipated detailed design will be completed in a third phase.

Burns & McDonnell is pleased to have been selected by the City to offer professional services for the Elevated Water Storage Tank Engineering Services (FTL2023-02). We propose to complete the professional services requested by the City of Fort Lupton in *Phase II* for a not to exceed fee of \$686,433 and in accordance with the terms and conditions of the Professional Services Agreement, dated June 21, 2023

We hope that our proposal to provide professional services for the Elevated Water Storage Tank Engineering Services (FTL2023-02) - Phase II – Basis of Design Report and SRF Funding Support is acceptable to the City. As always, after your review, we are pleased to further discuss and then formalize our scope and fee to best meet your expectations and project goals.



City of Ft. Lupton

October 09, 2023

Page 2

It is our great privilege to continue to serve the City of Fort Lupton. If you should have any questions or comments, please do not hesitate to reach me at kglebrasse@burnsmcd.com or (720) 592-3417.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kyle LeBrasse".

Kyle LeBrasse, P.E. – Project Manager

Attachments: Scope of Services and Fee

cc: Jason Schaefer, P.E. – Regional Global Practice Manager

Scope of Services

PROJECT NAME:

Elevated Water Storage Tank Engineering Services Project (FTL2023-02)
Phase II – Basis of Design Report and SRF Funding Support
City of Fort Lupton

The City of Fort Lupton (city) desires to construct a new elevated water storage tank and connect it to the existing water distribution system. The new 3-million-gallon-elevated water storage tank (final size to be identified) is intended to provide system redundancy and alleviate some mechanical challenges currently experienced in the water distribution system. The new tank would include the design and construction of a pump station and waterlines to fill the tank and connect the tank to the existing distribution system. The tank siting has been previously evaluated and modeled using the Bentley WaterGEMS water distribution modeling platform (by others) but has yet to be finalized for detailed design. The City is looking to identify the optimal project to meet the system's needs and develop a detailed design of the tank, pump station, and associated distribution and/or transmission piping.

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After discussions with the City, it was identified that Phase II, Basis of Design and components of the Drinking Water Revolving Fund (DWRf) application process, should commence as soon as possible to try to meet the June 5th, 2024 loan application deadline. The City desires to submit the loan application as soon as possible to seek base funding and Bipartisan Infrastructure Law (BIL) principal forgiveness. Phase II will encompass the Project Needs Assessment (PNA), the Basis of Design Report (BDR), the Environmental Assessment (EA), and the Public Meeting which are required as noted in the Pre-Qualification Review Letter, dated August 18th, 2023. The results of Phase I – Water Master Planning (in progress) will be used to inform the Basis of Design for the Elevated Water Storage Tank Project (FTL2023-02). As Phase I is on-going, it is anticipated detailed design will be completed in a third phase.

The scope of services to perform Phase II Scope of Services are presented below:

TASK SERIES 100, 200, 300 – NO CHANGE

TASK SERIES 400 – TANK AND WATERLINE ALTERNATIVES ANALYSIS

Task 401 - Engineering (811) Locate Requests:

Burns & McDonnell will perform Colorado One-Call (811) engineering locate requests. The engineering located requests received will be digitized into base mapping to facilitate the development of the GIS Map Books (Task 402). Attempt will be made to achieve SUE quality level D designation in accordance with ASCE 38-02 and SB 18-167.

Task 402 - Develop GIS Base Map and Map Books:

Burns and McDonnell will identify potential tank sites and waterline alignments and create Map Books showing each tank site and alignment in greater detail. We will start to incorporate free and readily available data including (but not limited to): aerial photography, GIS layers, existing utility data, engineering locate data, property lines, etc. The intent of the Map Books is to better understand the potential “rocks in the road” that could challenge the tank sites and or alternative alignments and that are critical to the success of the project. Key objectives, considerations, and challenges will be noted in the Map Books and Paired Comparison Analysis (PCA).

Task 403 - Site Visit (Tank Farm, Gun Club, Etc.):

Burns & McDonnell will perform a site visit during Task Series 400 development. The site visit will be intended to visit potential tank siting locations as well as preliminary waterline alternative routes to perform field reconnaissance. The site visit can be carried out along with City of Fort Lupton Staff.

Task 404 - Host Tank Manufacturer Workshops (x2 assumed):

Burns & McDonnell will coordinate and host up to two (2) separate tank manufacturer workshops with the engineering team. The intent of the workshops will be to understand the tank manufacturer's latest offerings, understand material and equipment lead times, as well as specific design options and considerations. This task will facilitate Task 406 development. The tank manufacturer workshops can be performed along with City of Fort Lupton Staff.

Task 405 - Review of Regional and State Distribution System Storage Guidelines:

Burns & McDonnell will conduct a partial review of Regional and State Distribution Storage System Guidelines. The guidelines include but are not limited to CDPHE Regulation 11 and a sampling of other states guidelines for reference/comparison. The review summary will be shared with the City in establishment of the design criteria (Task 406).

Task 406 – Establish Design Criteria (Tank Type & Tank Size):

Burns & McDonnell will identify, evaluate, and recommend tank design criteria based on storage guidelines, tank manufacturer workshops, site visits, and coordination with City of Fort Lupton Staff. The design criteria will include items such as recommended tank type and tank size. The design criteria will include a life cycle cost comparison of the alternative elevated tank types which would be appropriate for the tank size identified. The design criteria will be memorialized within a technical memorandum.

Task 407 - Paired Comparison Analysis (x2):

Task 407a - Tank Siting Evaluation:

Burns and McDonnell will evaluate the tank siting options (up to 3) developed in Task 402 and submit a paired comparison to communicate findings and recommendations. The paired comparison will focus on evaluating the technical, environmental, and social impacts for the alternative locations of the elevated water storage tank.

Task 407b - Distribution Waterline Alignment/Route Selection:

Burns and McDonnell will evaluate the waterline alignment options (up to 3) developed in Task 402 and submit a paired comparison to communicate findings and recommendations. The paired comparison will focus on evaluating the technical, environmental, and social impacts for the alternative locations of the waterline alignments.

Task 408 - Pump Station and Tank Layouts (5% Conceptual Drawings and Architectural Renderings):

Burns and McDonnell will develop 5% Concept Drawings and architectural renderings for the tank and pump station layouts. The 5% conceptual drawings include, but will not be limited to, the following:

1. Site Plan views as necessary to communicate the Design Definition
2. Pump Station Layout
3. Tank Layout

Drawings shall be 22 inches x 34 inches. All drawing graphics shall fit on 11-inch x 17-inch paper when reduced to half size. Graphics, including text and dimensions, will be legible when reduced to half size. Detailed topography will not be completed at the conceptual design drawing phase.

Task 409 - Desktop Environmental Studies/Due Diligence (Cultural, Historical, Habitat, Wildlife):

Biological Survey and Threatened & Endangered Species

Burns & McDonnell will complete a desktop evaluation regarding protected species and a habitat assessment to identify if areas that would be disturbed during Project construction could include potential habitat for state- or federally protected species.

Wetland Delineation:

Burns & McDonnell will conduct a desktop evaluation of the Project Area for wetlands using publicly available data.

Historical and Cultural

Burns & McDonnell will conduct a desktop evaluation of the Project Area for cultural and historic resources using records and database review from common sources.

Jurisdictional Determinations

Burns & McDonnell will develop initial jurisdiction determinations of the potential USACOE controlled waterbodies.

Raptors and Birds

Burns & McDonnell complete a desktop habitat assessment of protected raptors/nesting birds to identify if areas that would be disturbed during Project.

Task 410 - Environmental Studies and Reports (for EA Development):

Biological Survey and Threatened & Endangered Species:

Based on the results of the desktop habitat assessment, a Burns & McDonnell environmental scientist will visit the site and complete a protected species habitat assessment field survey of the route and expected contractor working areas. The findings of this evaluation will be documented in a brief letter report that would be suitable to submitting to the agencies.

If threatened/endangered species habitats are identified, the habitat limits and recommendations for future additional study will be recommended. Please note that our proposal does not include any presence/absence surveys, special status trapping, counts, etc. These services could be added through amendment as required. Pinyon will make recommendations with regards to future permitting based on the required construction and discovery of protected species habitats. If this work triggers a federal permit, this will be specifically communicated to the City.

Environmental Studies and Reports – Wetland Delineation:

Based on the results of the desktop review, a wetland specialist will visit the site and evaluate the route and expected contractor working areas for wetlands and other waterbodies. This field visit will verify any previous findings or discoveries through desktop analysis. The findings of this evaluation will be documented in a letter report. Wetlands and other waterbodies, when present, will be delineated with a sub-meter-accurate GPS. These GPS limits will be included into our construction drawings. Pinyon will make recommendations with regards to future permitting based on the required construction, and location of wetlands and other waterbodies. If the work triggers a federal permit, this will be specifically communicated to the City.

Environmental Studies and Reports – Historical and Cultural:

Based on the results of the desktop review, a cultural resources specialist will visit the site and evaluate the route and expected contractor working areas for potential impact to historical and cultural sites. This field visit will verify any previous findings or discoveries through desktop analysis. The findings of this evaluation will be documented in a brief memorandum. Historical and/or cultural sites, when present, will be delineated with a hand-held GPS. These GPS limits will be included into our construction drawings. Burns & McDonnell will make recommendations with regards to future permitting based on the required construction, number, size, location, and importance of historical and/or cultural finds. If the work triggers a federal permit, this will be specifically communicated to the City.

Environmental Studies and Reports – Jurisdictional Determinations:

Burns & McDonnell will develop jurisdiction determination requests and submit to the USACOE.

Environmental Studies and Reports – Raptors and Birds:

Based on the results of the desktop habitat assessment, our team will visit the site and complete a raptor/nesting bird habitat assessment field survey of the route and expected contractor working areas. The findings of this evaluation will be documented in a brief letter report that would be suitable to submitting to the agencies. If threatened/endangered species habitats are identified, the habitat limits and recommendations for future additional study will be recommended. Please note that our proposal does not include any presence/absence surveys, special status trapping, counts, etc. These services could be added through amendment as required. Pinyon will make recommendations with regards to future permitting based on the required construction and discovery of protected bird habitats. If this work triggers a federal permit, this will be specifically communicated to the City.

Task 411 - Tank, Pump Station, Distribution Waterline Workshop (x1):

Burns & McDonnell will prepare for and host a workshop at the City Offices (Chambers) to share the findings of the Paired Comparison Analysis. It is expected that the workshop will include input from the City of Fort Lupton. The workshop will facilitate final development of the paired comparison analysis recommendations and will be communicated within the Basis of Design Report (BDR) and Project Needs Assessment (PNA).

TASK SERIES 500 – 30% PRE-DESIGN

Task 501 – Topographical Survey:

Burns & McDonnells, survey subconsultant, King Surveyors, will perform topographical survey work which will be tied to the City's coordinate system. A detailed topographical survey will be provided at the recommended tank/pump station site and along the recommended alignment(s). Survey will locate existing surface features (i.e. curb, gutter, edge of pavement, sidewalk, significant trees, fire hydrants, valve boxes, meter pits, manhole covers, fences, cross pans and walks and culverts, irrigation ditches and/or pipelines, signs, power poles, etc.).

Survey will locate and designate horizontally existing utilities, which are marked through one-calls or traceable. Utility locator markings and visible property corners along the route will be surveyed along the proposed alignment. It is anticipated survey will include up to a 3 AC tank/pump station site and 12,500 LF of pipeline alignment with an assumed 100 FT wide corridor.

Task 502 –Geotechnical Investigations:

Burns & McDonnell's geotechnical subconsultant, Kumar & Associates, will perform geotechnical investigations at the selected tank/pump station site and along the recommended pipeline alignments to support design of the tank, pump station, and pipelines. It is anticipated the geotechnical scope of work

will include five borings at the tank location, two borings at the pump station location, and borings spaced 500 LF along the proposed pipeline alignment(s).

Task 503 – Develop Pre-Design (30% Drawings):

Burns and McDonnell will develop 30% Design Drawings which will be included as a part of the Basis of Design Report (BDR). The 30% drawings include, but will not be limited to, the following:

1. Tank Plan & Section views as necessary to communicate the Design Definition
2. Pump Station Plan & Section views as necessary to communicate the Design Definition
3. Pipeline Drawings (Plan View Only)

Drawings shall be 22 inches x 34 inches. All drawing graphics shall fit on 11-inch x 17-inch paper when reduced to half size. Graphics, including text and dimensions, will be legible when reduced to half size. Detailed topography will not be completed at the conceptual design drawing phase. It is assumed that the pipeline drawings will be a 1:20 scale and up to 12,500 LF total length.

Task 504 - 30% Engineer's Opinion of Probable Construction Cost (EOPCC):

Burns and McDonnell will prepare the engineer's opinion of probable cost (EOPCC) for the project based on the 30% Drawings developed in Task 503. The EOPCC will be submitted along with the 30% Design Drawings for review and comment by the City. The EOPCC will be supported by Burns & McDonnell's in-house construction estimating team and will also be based on recent bid tabulation information, historical cost data, and discussions with tank manufacturers, local suppliers and contractors. Significant assumptions will be included for reference as well as a recommended project contingency.

Task 505 – Identify Permitting Requirements (Federal, State, Local):

Burns & McDonnell will research the regulatory requirements for the project and meet with the regulatory agencies identified in the summary of qualifications to develop a Permitting Plan. The findings and recommendations of the regulatory and permitting requirements will be summarized and submitted to the City of Fort Lupton in the Basis of Design Report (BDR).

Task 506 - Develop Permitting Decision Matrix (Owner vs. Contractor) and Permitting Schedule:

Burns and McDonnell will develop a permitting matrix with the permit title, permit issuer, permit holder, range of permit fees, requirements, and the timeline for acquiring. The permitting matrix will be used to facilitate project schedule development and will be shown within the Permitting Requirements section of the Basis of Design Report (BDR).

Task 507 – Develop Land Ownership Map:

Burns & McDonnell will prepare an exhibit of apparent property line boundaries and ownership information at the tank siting locations and along the considered pipeline alignments. We will prepare tables showing the required easements for each alignment including landowner name and approximate easement length.

Task 508 – Identify Easement (Land Acquisition) Requirements & Provide Matrix:

Burns and McDonnell will research the property ownership, right-of-way (ROW), and available existing easement information along the selected pipeline alignment and at the recommended tank and pump station site. The property ownership map will help evaluate the route selection for permanent and temporary easement requirements (Land Acquisition Plan). The findings and recommendations of the Land Acquisition Plan will be summarized and submitted to the City in a the Basis of Design Report (BDR).

TASK SERIES 600 – DWRF APPLICATION SUPPORT

Task 601 – Funding Agency (CDPHE) Meetings:

Burns & McDonnell will research the State Revolving Fund (SRF) requirements and meet with CDPHE to better understand project funding requirements and anticipated review timelines. The CDPHE consultations will be used to facilitate overall project schedule development and schedule updates. It is assumed our team will meet with CDPHE up to six (6) times and assist the City in the Project Needs Assessment (PNA), the Public Meeting, and the Environmental Assessment process.

Task 602 – Project Needs Assessment (PNA):

Burns & McDonnell will assist the city in completing the PNA. The PNA will be submitted electronically along with an environmental checklist. These forms will be submitted on the Colorado Environmental Online Services (CEOS) website. Burns & McDonnell will compile information for submission, however City input is expected in order to complete the PNA.

The PNA includes the following information:

- Application information
- Executive summary
- System Structure and Operation
- Project Purpose and Need
- Existing Facilities Analysis
- Facility Planning Analysis
- Assessment of Alternatives
- Selected Alternative
- Projecting Water Flows

Task 603 – Environmental Assessment (EA):

Burns & McDonnell will complete the required Environmental Assessment (EA) as noted in the Pre-Qualification Review Letter, dated August 18th, 2023. The EA will include the following to comply with the requirements of the National Environmental Policy Act (NEPA):

- Summary
 - Project Identification
 - Contact Person
 - Abstract
 - Comment Period
- Purpose and Need for Action
- Project Summary
- Affected Environment
 - Description of Planning Area
 - Population and Flow Projections
- Environmental Impacts of the Proposed Project
 - Direct and Secondary Impacts
 - Unavoidable Adverse Impacts
 - Mitigation of Adverse Impacts
- Public Participation
- Reference Documents
- Agencies Contacted
 - US Fish and Wildlife
 - History Colorado
 - Corps of Engineers
 - Natural Resources Conservation Service

- Colorado Parks and Wildlife
- Colorado State Engineers Office
- National Parks Service

Up to two rounds of review are included.

Task 604 – Public Meeting:

Burns & McDonnell will assist the City in setting up and hosting a Public Meeting. The public meeting will serve to inform citizens in the affected area of the project. The meeting will include discussion of the potential environmental impacts and a draft Environmental Assessment that is at least substantially complete. The public meeting will be required to be announced in the local newspaper at least 30 days prior to the scheduled meeting date. The following topics will be discussed in the meeting:

- Discussion of project alternatives
- The preferred alternative
- Any projected rate increases
- Any construction related environmental impacts of the project
- The location where relevant documents may be reviewed and obtained

Once the public meeting has occurred, Burns & McDonnell will provide the following to the CDPHE:

- Copies of the legal affidavit of publication
- Attendance
- Meeting agenda and a copy of any project presentation materials
- Meeting Minutes
- Responsiveness Summary (a record of questions or concerns presented at the meeting and how the town or its engineer responded to those).

Burns & McDonnell will prepare a slide deck, handouts, and posters to facilitate conversation and questions posed by the Public.

Task 605 - Develop Basis of Design Report (BDR):

Burns & McDonnell will prepare a Basis of Design Report (BDR) to be submitted to CDPHE. The BDR will include:

1. The tank siting location
2. The pump station configuration
3. The waterline alignments
4. Tank type and size recommendation
5. Waterline material and sizing recommendation
6. Permitting Requirements
7. Land Acquisition Plan
8. Other pertinent information evaluated, discussed, and recommended during the Pre-Design Phase of the project or that is required to support the DWSRF Application Process.

Task 606 - Council Presentation of Basis of Design Report:

Burns & McDonnell will attend one (1) City Council meeting to describe the project and to outline the expected project direction, cost, and schedule. We will provide a presentation via PowerPoint showing key project elements and summarizing the Task Series 500 findings.

TASK SERIES 500 – DETAILED DESIGN

To Be Determined (TBD) upon completion of Phase II

TASK SERIES 600 – BID PHASE SERVICES

To Be Determined (TBD) upon completion of Phase II

City of Fort Lupton
Elevated Water Tank Engineering Services (FTL2023-02)
Phase II – Basis of Design Report and SRF Funding Support
Work Breakdown Structure and Fee Schedule

Activity	Project Manager	Pipeline Lead	Pipeline Engineers	Pump Station/ Tank Lead	Process Engineers	Electrical and I&C	Environmental Lead	Environmental	Civil	Mechanical	Structural	Architectural	CADD Support	Technical Advisor/ Quality Control	BMcD Total Labor		Expenses	Sub-Consultants	Total Cost
	Kyle LeBrasse, PE	Ryan Brong, PE	Annie Cashion, PE Brett Holzapfel, EI Corrie Kissner, EI	Nikole Rachelson, PE	Julia Davis, PE Casey Campo, EI	Mark Hopkins, PE Vamsi Patwari, PE	Angie Woehler	Kalli Kilmer Katie Shapiro Clive Briggs Jennifer Harris Hours	Josh Lee, PE Jordan Brothers, EI	David Olsen, PE	Jason Zemlicka, PE Shawn Dalglish, PE	Shawn Dalglish, PE	Victor Ponce Brandon Mimiaga Amelia Rendon	Mike Lehrburger, PE Kate Henske, PE					
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Cost	Direct	Cost	
TASK SERIES 100 - Meetings and Project Management (2)																			
Task 101 - Project Kickoff Meeting (Workshop) with City of Fort Lupton Staff (1)															0	\$0	\$0		\$ -
Task 102 - Project Schedule & Schedule Updates (Monthly, 5 months assumed)	5	10													15	\$3,147	\$60		\$ 3,207
Task 103 - Weekly Design Project Management & Contract Administration	40														40	\$9,880	\$200		\$ 10,080
Task 104 - Regular Design Progress Meetings (Bi-Weekly) (1)	10	10		10		2	2				2				36	\$8,191	\$160		\$ 8,351
Task 105 - Invoices (Monthly)	10														10	\$2,470	\$50		\$ 2,520
Task 106 - Quality Assurance and Quality Control Reviews														40	40	\$11,220	\$220		\$ 11,440
Sub-Total Series 100	65	20	0	10	0	2	2	0	0	0	2	0	0	40	141	\$34,908	\$690	\$0	\$35,598
TASK SERIES 400 - Tank and Waterline Alternatives Analysis																			
Task 401 - Engineering (811) Locate Requests	1	2	20												23	\$4,094	\$80		\$ 4,174
Task 402 - Develop GIS Base Map and Map Books	2	16	120	4	20										162	\$29,034	\$580		\$ 29,614
Task 403 - Site Visit (Tank Farm, Gun Club, Etc.)	4	4		4											12	\$2,689	\$50		\$ 2,739
Task 404 - Host Tank Manufacturer Workshops (x2 assumed) (1)	8			8							8				24	\$6,014	\$120		\$ 6,134
Task 405 - Review of Regional and State Distribution System Storage Guidelines	2			4	28										34	\$6,687	\$130		\$ 6,817
Task 406 – Establish Design Criteria (Tank Type & Tank Size)	2			8	60						24				94	\$20,129	\$400		\$ 20,529
Task 407 - Paired Comparison Analysis (x2)															0	\$0	\$0		\$ -
Task 407a - Tank Siting Evaluation	2			8	40	8			8						66	\$13,224	\$260		\$ 13,484
Task 407b - Distribution Waterline Alignment/Route Selection	2	8	40												50	\$8,954	\$180		\$ 9,134
Task 408 - Pump Station and Tank Layouts (5% Conceptual Drawings and Architectural Renderings) (3)	2			8	40	4					8	40	80		182	\$36,729	\$730		\$ 37,459
Task 409 - Desktop Environmental Studies/Due Diligence (Cultural, Historical, Habitat, Wildlife)	2						10	40							52	\$10,562	\$210		\$ 10,772
Task 410 - Environmental Studies and Reports (for EA Development)	2						80	180							262	\$54,445	\$1,090		\$ 55,535
Task 411 - Tank, Pump Station, Distribution Waterline Workshops (x1)	4	4		4											12	\$2,689	\$50		\$ 2,739
Sub-Total Series 400	33	34	180	48	188	12	90	220	8	0	40	40	80	0	973	\$195,250	\$3,880	\$0	\$199,130
TASK SERIES 500 - 30% Pre-Design																			
Task 501 - Topographical Survey	2	1											1		4	\$859	\$20	\$ 60,500	\$ 61,379
Task 502 - Geotechnical Investigations	2			1							2				5	\$1,270	\$30	\$ 49,500	\$ 50,800
Task 503 – Develop Pre Design (30% Conceptual Drawings)	20	40	120	40	120	80			60	24	80	16	450		1,050	\$205,194	\$4,100		\$ 209,294
Task 504 - 30% Engineer’s Opinion of Probable Construction Cost (EOPCC) & Project Schedule	2	2	8	2	8	4			4	2	8	2			42	\$9,104	\$180		\$ 9,284
Task 505 – Identify Permitting Requirements (Federal, State, Local)	1	2	8	2			4	2							19	\$3,851	\$80		\$ 3,931
Task 506 - Develop Permitting Decision Matrix (Owner vs. Contractor) and Permitting Schedule	1	2	6	1			4	2							16	\$3,271	\$70		\$ 3,341
Task 507 – Develop Land Ownership Map	1	2	4												7	\$1,322	\$30		\$ 1,352
Task 508 – Identify Easement (Land Acquisition) Requirements & Provide Matrix	1	2	4					8							15	\$2,842	\$60		\$ 2,902
Sub-Total Series 500	30	51	150	46	128	84	8	12	64	26	90	18	451	0	1,158	\$227,713	\$4,570	\$110,000	\$342,283
TASK SERIES 600 - DWRf Application Support																			
Task 601 - Funding Agency (CDPHE) Meetings (x6)	6	6		6											18	\$4,033	\$80		\$ 4,113
Task 602 - Project Needs Assessment (PNA)	4	8	60	2	4										78	\$14,132	\$280		\$ 14,412
Task 603 - Environmental Assessment (EA)	4	4	8	2	4		60	100							182	\$38,173	\$760		\$ 38,933
Task 604 - Public Meeting	4	4	8	4	8		4	16							48	\$9,604	\$1,190		\$ 10,794
Task 605 - Develop Basis of Design Report (BDR)	4	16	40	16	40	16	2	4	4	4	4	8			158	\$31,895	\$640		\$ 32,535
Task 606 - Council Presentation of Basis of Design Report	4	4	16	4	16										44	\$8,465	\$170		\$ 8,635
Sub-Total Series 600	26	42	132	34	72	16	66	120	4	4	4	8	0	0	528	\$106,301	\$3,120	\$0	\$109,421
Project Subtotals	154	147	462	138	388	114	166	352	76	30	136	66	531	40	2,800	\$564,173	\$12,260	\$110,000	\$686,433
Project Total																			\$686,433

Notes:

1. Meetings include the preparation of meeting agendas and meeting minutes. Meeting documents will include a decision log and an action item logs.

2. Phase I Scope and Fee covers Task Series 100 through January of 2024. It is anticipated Phase II will be complete by June of 2024. Phase II scope and fee covers February to June 2024.

3. Conceptual Drawings will only include Tank and Pump Station Drawings. Conceptual Waterline Routes will be shown in Map Books.

4. Assumes workshops will be held in person at the City Offices and progress meetings will be held virtually via MS Teams, unless noted otherwise.

5. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subconsultants, the client shall pay the cost to Burns & McDonnell plus 10%.

6.The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

7.The rates shown above are effective for services through December 31, 2023, and are subject to revision thereafter.



SUBJECT FOR DISCUSSION

Approving the Agreement for Municipal Planning Services with Todd Hodges Design, LLC as the Planner for the City of Fort Lupton for a Two (2) Year Term with an Effective Date of November 7, 2023

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Todd Hodges Design has been providing Planning Director services for the City of Fort Lupton since March of 2010. This action is to renew the agreement and defines compensation for the principal and associates. There is an increase in the hourly rates to start January 1, 2025. Rates will remain the same as in the current agreement for 2024. Todd Hodges Design, LLC has been critical in directing the planning and building department through growth periods and has assisted in the economic development of the City.

FINANCIAL CONSIDERATIONS

The planning services for 2024 is budgeted and the increase for 2025 will be reviewed in the next round of budget review and adoption October of 2024.

LEGAL/POLITICAL CONSIDERATIONS

With anticipated continued growth and development in the City and surrounding areas, it is essential that the City of Fort Lupton have a qualified and experienced Planner available at all times.

ALTERNATIVES/OPTIONS

Decide on a different method of filling the vacancy of Planning Director with the City such as advertising for a full-time position.

STAFF RECOMMENDATIONS

Approve the consultant contract with Todd Hodges Design, LLC as contract Planning Director to November 7, 2025.

Attachments: a. Agreement for Municipal Planning Services

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

AGREEMENT FOR MUNICIPAL PLANNING SERVICES

THIS AGREEMENT ("Agreement") is made this 7th day of November, 2023, by and between TODD HODGES DESIGN, LLC and the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado (the "City").

RECITALS AND REPRESENTATIONS

WHEREAS, the City desires to contract with TODD HODGES DESIGN, LLC to serve as the City Planner for the City of Fort Lupton on the terms established in this Agreement; and

WHEREAS, TODD HODGES DESIGN, LLC desires to serve as the City Planner for the City of Fort Lupton.

NOW, THEREFORE, in consideration of the mutual undertakings set forth in this Agreement, the City and TODD HODGES DESIGN, LLC agree as follows:

1. PLANNER COMPENSATION. TODD HODGES DESIGN, LLC'S compensation shall be paid at the rate of one hundred and twenty-five dollars (\$125) per hour for Todd Hodges and eighty dollars (\$80) an hour for any associate planner retained by TODD HODGES DESIGN, LLC to perform planning services for the City of Fort Lupton. The rate will increase on January 1, 2025 to one hundred and thirty dollars (\$130) per hour for Todd Hodges and eighty three dollars (\$83) an hour for any associate planner retained by TODD HODGES DESIGN, LLC to perform planning services for the City of Fort Lupton. TODD HODGES DESIGN, LLC shall perform all planning associated duties including but not limited to those described in Paragraph 2 of this Agreement. TODD HODGES DESIGN, LLC shall submit an invoice for the planning services every two weeks.

2. PLANNER SCOPE OF SERVICES. TODD HODGES DESIGN, LLC shall be responsible for all facets of planning for the City, including administration of the Planning and Building Department as set forth in the Fort Lupton Municipal Code, section 2-68, and may also be required to attend meetings and conferences with City staff, as necessary.

TODD HODGES DESIGN, LLC. shall at all times during the term of this Agreement comply with the constitutions and applicable laws of the United States and the State of Colorado, and the Ordinances, Resolutions and Regulations of the City. The Planner shall consult with the City Administrator as needed, including attending meetings as requested, to support the City in the ongoing development and planning of the City. All planners working for TODD HODGES DESIGN, LLC shall be considered independent contractors of TODD HODGES DESIGN, LLC, shall be in good standing in Colorado, and where needed, appropriately licensed.

3. **PLANNER REPORTING.** TODD HODGES DESIGNS, LLC shall keep the City Administrator informed of any unusual or noteworthy events, cases, submittals or developments.
4. **ANNUAL BUDGET/APPROPRIATION.** Notwithstanding any provision of this Agreement to the contrary, the City is not obligated by this Agreement to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or to make payments from any funds of the City other than funds appropriated for the payment of current expenditures. All payment obligations of the City under this Agreement are from year to year only and do not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City.
5. **INDEPENDENT CONTRACTOR.** This Agreement is one for independent contractor services. TODD HODGES DESIGN, LLC and its associated planners and employees are independent contractors to the City and shall not be considered employees of the City for purposes of any federal or state law. The City shall not be obligated to secure and shall not provide any employment benefits of any kind or type to or for TODD HODGES DESIGN, LLC or its independent contractors, including but not limited to worker's compensation, disability insurance, errors and omissions insurance, vacation or sick leave, retirement contributions, or other benefits. TODD HODGES DESIGN, LLC, and its associated planners and employees shall be responsible for any federal and state income tax withholding on moneys earned pursuant to this Agreement. The services provided hereunder shall be supervised by the City Administrator.
6. **INSURANCE.** TODD HODGES DESIGN, LLC shall maintain professional liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00). The City shall also provide TODD HODGES DESIGN, LLC with such additional professional liability coverage as the parties mutually agree if appropriate.
7. **EXPENSES AND MATERIALS.** TODD HODGES DESIGN, LLC will be reimbursed for any incidental expenses incurred by TODD HODGES DESIGN, LLC in the performance of planning services for the City.
8. **EFFECTIVE DATE.** This Agreement becomes binding and effective as of the date of approval by the City Council and is executed by the parties and shall continue for a two-year term.
9. **TERMINATION WITHOUT CAUSE OR REASON.** This Agreement may be terminated by either party without cause or reason at any time by giving thirty (30) days written notice to the other party. In such event of termination, TODD HODGES DESIGN, LLC shall continue performing planning services during such thirty-day period and shall reasonably assist the City in the transfer of planning services to a new planner.
10. **ENTIRE AGREEMENT/TERMINATION OF PRIOR AGREEMENTS.** This Agreement shall constitute the entire agreement between the parties, is binding upon, and

inures to the benefit of TODD HODGES DESIGN, LLC its successors, heirs at law and executors. This Agreement supersedes any and all prior agreements between the parties.

11. SEVERABILITY. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

12. AMENDMENTS. The terms and conditions of this Agreement may be modified only by the mutual written consent of TODD HODGES DESIGN, LLC and the City Council.

13. GOVERNING LAW AND VENUE. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Weld County, Colorado.

14. NO WAIVER. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

15. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

16. PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf and TODD HODGES DESIGN, LLC has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

CITY OF FT. LUPTON

TODD HODGES DESIGN, LLC

By: _____
Zo Stieber, Mayor

By: _____
Todd A. Hodges, Principal Manager

ATTEST:

By: _____
Maricela Peña, City Clerk
Attorney

APPROVED AS TO FORM:

By: _____
J. Andrew Ausmus, City



Upcoming Events

November 9th-25th, 2023 Annual Community Art Show, Fort Lupton Public and School Library, 370 S. Rollie Ave.

November 10, 2023 City Offices Closed in Observance of Veterans Day

November 23-24, 2023 City Offices Closed in Observance of Thanksgiving Day

November 28, 2023 Public Meeting to Discuss Changes in Monthly Shut-off Procedures, City Hall, 130 S. McKinley Ave. 6:00 p.m.

December 2, 2023 Cookies & Cocoa with Santa, Fort Lupton Public and School Library, 370 S. Rollie Ave., 10 a.m. – 2 p.m.