City of Fort Lupton
City Council
SPECIAL MEETING
Monday, December 18, 2023
6:00 PM
130 South McKinley Avenue

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

You may join in person or join remotely by clicking on:
https://global.gotomeeting.com/join/353347597

Call to Order

Pledge of Allegiance

Roll Call

Persons to Address Council

Approval of Agenda

Review of Accounts Payables

a. December 18, 2023 Accounts Payable

Consent Agenda

a. December 5, 2023 City Council Meeting Minutes

b. Second Reading Ordinance 2023-1160 Accepting the Right of Way Dedication from Anna Marie Taylor and George Paul Taylor Along College Avenue and County Road 12 for the Taylor Minor Subdivision

c. Second Reading Ordinance 2023-1161 Accepting the Real Estate Purchase Agreement for Purchase of the Property Located at 1025 1st Street, Fort Lupton, Colorado, known as the Fort Lupton Veterinary Clinic, in the Amount of $460,000 Allocated from the 2024 Police Department Capital Expenditure Budget

d. AM 2023-181 Approving a Resolution Appointing Chris Ceretto as Mayor Pro-Tem for the City of Fort Lupton

e. AM 2023-182 Approving a Resolution Appointing Bruce Fitzgerald as Treasurer for the City of Fort Lupton

f. AM 2023-183 Authorize the Payment for the Overages in the Jacobs Contract in the Amount of $118,000 Allocated from the Utility Waste Water Fund

g. AM 2023-184 Approve Order with Core & Main for Purchase of Water Main Repair for an Amount Not to Exceed $25,130.48 from 2023 Utility Fund - Water Line Repairs

h. AM 2023-187 Adopting an Ordinance Amending Article IV Business Licenses and Regulations of the Fort Lupton Municipal Code to Amend Sections 6-111 Definitions; 6-112 License Fees; 6-113 Insurance; and Enacting the Following Sections Sec 6-116 Responsibilities of Contractor, and Sec 6-117 – Disciplinary Procedures, Violations, and Penalties

i. AM 2023-188 Approving a Resolution Ratifying the Mayor's Appointment of Edward Garboczi to the Fort Lupton Public and School Library Board as a Trustee for a Term to Expire December 31, 2027

Action Memorandum

a. AM 2023-185 Approve a Contract with Debt Book for an Amount Not to Exceed $30,000 to be Paid from the Finance Department's Capital Expenditures in the General Fund

b. AM 2023-190 Approve Contract with ADP for Payroll and Human Resource Services for an Amount Not to Exceed $31,379.60 to be paid from the General Fund

c. AM 2023-186 Accept the 2024 Workers' Compensation Quotation from Pinnacol Assurance in the Amount of $250,021.00 and Accept the Boiler and Machinery Quotation from Travelers in the Amount of $6,754.00 and Accept the Cyber Liability Quotation from Travelers in the Amount of $19,308.00 for a Total of $276,083.00

d. AM 2023-189 Approve Order with Badger Meter for New Water Meters and Endpoints for an Amount Not to Exceed $231,070.00 from 2023 Utility Fund - Water Line Repairs

Staff Reports

Mayor/Council Reports

Upcoming Meetings

a. CANCELED: December 19, 2023 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
December 26, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
January 2, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
January 9, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjorn

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 12/06/2023 - 12/19/2023

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: Golf Course-Golf Course							
000044	AGFINITY INC		12/12/2023	Regular	0.00	1,551.94	86295
I74344	Invoice	12/01/2023	GOLF-ETHANOL-MAINT		0.00	1,112.24	
I74345	Invoice	12/01/2023	GOLF-B-2 FIELDMASTER ULSD15-MAINT		0.00	439.70	
000048	AIRGAS USA LLC		12/12/2023	Regular	0.00	113.08	86296
9144415378	Invoice	12/01/2023	GOLF-ACETYLENE-MAINT		0.00	67.65	
9144471027	Invoice	12/01/2023	GOLF-OXYGEN IND-MAINT		0.00	45.43	
000241	CITY OF FT LUPTON-UTIL INVOICE		12/12/2023	Regular	0.00	5,009.07	86297
110249001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-Golf		0.00	150.23	
110252001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-Golf		0.00	4,721.45	
110252101 NOV...	Invoice	12/01/2023	Water/Sewer Bill-Golf		0.00	91.71	
770214501 NOV...	Invoice	12/01/2023	Water/Sewer Bill-Golf		0.00	45.68	
000487	FORT LUPTON PACK & SHIP		12/12/2023	Regular	0.00	20.78	86298
76294	Invoice	12/06/2023	GOLF-FED EX GROUND-PRO SHOP		0.00	20.78	
000512	FUZION FIELD SERVICES LLC		12/12/2023	Regular	0.00	342.94	86299
317971	Invoice	12/01/2023	GOLF-PT RESTAKE FROM BLOWOVER-MAIN		0.00	87.19	
318211	Invoice	12/01/2023	GOLF-PORTABLE RESTROOM MONTHLY R...		0.00	255.75	
003256	GLENN DUNLEAVY		12/12/2023	Regular	0.00	1,128.88	86300
GD22347	Invoice	12/04/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	1,128.88	
000768	MASEK GOLF CAR OF COLORADO		12/12/2023	Regular	0.00	3,960.31	86301
01-81217	Invoice	12/01/2023	GOLF-GOLF CART SUPPLIES-PRO SHOP		0.00	241.36	
01-82157	Invoice	12/01/2023	GOLF-GOLF CART SUPPLIES-PRO SHOP		0.00	260.69	
01-83860	Invoice	12/01/2023	GOLF-GOLF CART TUNE UP KITS-PRO SHOP		0.00	3,448.26	
112823	Invoice	12/01/2023	GOLF-SERVICE CHARGES FOR AUG & OCT ...		0.00	10.00	
003432	PRISWING SOFTWARE LLC		12/12/2023	Regular	0.00	349.00	86302
INV1884179	Invoice	12/01/2023	GOLF-MONTHLY LICENSE FEE 12/01-12/31...		0.00	349.00	
001137	UNITED POWER		12/12/2023	Regular	0.00	3,224.41	86303
1194602 DEC 23	Invoice	12/06/2023	United Power		0.00	467.74	
1195001 DEC 23	Invoice	12/06/2023	United Power		0.00	2,521.31	
1195701 DEC 23	Invoice	12/06/2023	United Power		0.00	187.00	
19595600 DEC 23	Invoice	12/06/2023	United Power		0.00	25.71	
6601202 DEC 23	Invoice	12/06/2023	United Power		0.00	22.65	
001198	WELD COUNTY PUBLIC HEALTH		12/12/2023	Regular	0.00	430.00	86304
WELDEHS2023289	Invoice	12/01/2023	GOLF-2024 FOOD LICENSE RENEWAL FEE ...		0.00	430.00	
000241	CITY OF FT LUPTON-UTIL INVOICE		12/12/2023	Regular	0.00	528.92	86305
110249001-1 NO...	Invoice	12/01/2023	GOLF-WATER/SEWER BILL CLUBHOUSE C...		0.00	528.92	
000024	ACE HARDWARE OF FORT LUPTON		12/19/2023	Regular	0.00	67.71	86306
101748/1	Invoice	12/01/2023	GOLF-SIMPLE GREEN CLEANER-MAINT		0.00	25.98	
101898/1	Invoice	12/13/2023	GOLF-CORNER BRACE, FASTERNERS-MAINT		0.00	41.73	
000028	ACUSHNET COMPANY		12/19/2023	Regular	0.00	528.66	86307
0100108229	Invoice	12/01/2023	GOLF-LATE CHARGES-PRO SHOP		0.00	12.35	
916708432	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	516.31	
000048	AIRGAS USA LLC		12/19/2023	Regular	0.00	18.61	86308
5504121215	Invoice	12/01/2023	GOLF-ACETYLENE/OXYGEN-MAINT		0.00	18.61	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
003190	BERMUDA SANDS APPAREL		12/19/2023	Regular	0.00	1,080.76	86309
116877	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	1,080.76	
000445	EWING IRRIGATION PRODUCTS INC		12/19/2023	Regular	0.00	1,413.42	86310
21177478	Invoice	12/01/2023	GOLF-POLYSPUN FABRIC-MAINT		0.00	60.09	
21190787	Invoice	12/04/2023	GOLF-GRANITE ROCK TON-MAINT		0.00	1,353.33	
000461	FERRELLGAS LP		12/19/2023	Regular	0.00	987.98	86311
1124855521	Invoice	12/01/2023	GOLF-PROPANE-MAINT		0.00	975.98	
RNT10079765	Invoice	12/01/2023	GOLF-RENTAL FEES-MAINT		0.00	12.00	
000536	GOLF AND SPORT SOLUTIONS LLC		12/19/2023	Regular	0.00	1,743.09	86312
45998	Invoice	12/01/2023	GOLF-SAND MAINTENANCE-MAINT		0.00	1,743.09	
000567	HIGH COUNTRY BEVERAGE CORP		12/19/2023	Regular	0.00	186.10	86313
W-6674265	Invoice	12/11/2023	GOLF-BEVERAGES-PRO SHOP		0.00	186.10	
000735	LL JOHNSON DISTRIBUTING		12/19/2023	Regular	0.00	1,296.63	86314
1918542-00	Invoice	12/01/2023	GOLF-EDGEMAX, FILTER-MAINT		0.00	1,296.63	
003430	O'CONNOR, INC.		12/19/2023	Regular	0.00	383.85	86315
78318	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	383.85	
001026	SPECIALTY CIGARS, LLC		12/19/2023	Regular	0.00	354.10	86316
US16-3242669	Invoice	12/01/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	108.36	
US16-32665212	Invoice	12/05/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	245.74	
003200	SUNICE		12/19/2023	Regular	0.00	301.50	86317
U3576310	Invoice	12/07/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	301.50	
001895	TERMINIX		12/19/2023	Regular	0.00	163.00	86318
440683349	Invoice	12/01/2023	GOLF-PEST CONTROL-PRO SHOP		0.00	163.00	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	42	24	0.00	25,184.74
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	**24**	**0.00**	**25,184.74**

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: Pooled Cash-Pooled Cash							
001293	AMAZON.COM		12/12/2023	Regular	0.00	3,279.32	101495
17JG-NC1F-93QR	Invoice	12/05/2023	IT Amazon Orders		0.00	1,815.82	
1CFF-W4QP-C3RP	Invoice	12/05/2023	GF-SCHOOL SUPPLIES-COM EVENTS		0.00	432.76	
1QCL-Y4L4-7HGK	Invoice	12/05/2023	GF-MISC ITEMS		0.00	1,030.74	
000108	AUSMUS LAW FIRM PC		12/12/2023	Regular	0.00	8,300.00	101496
8465	Invoice	12/01/2023	GF-PROSECUTING SERVICES-COURT		0.00	1,800.00	
8472	Invoice	12/07/2023	GF-DEC2023 CITY ATTORNEY FEES-LEGAL		0.00	6,500.00	
001820	BADGER METER		12/12/2023	Regular	0.00	1,754.72	101497
80145276	Invoice	11/29/2023	UF-LTE/HOSTING SERVICE-ADMIN		0.00	1,754.72	
000241	CITY OF FT LUPTON-UTIL INVOICE		12/12/2023	Regular	0.00	6,116.91	101498
110035001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	91.15	
110221001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	48.40	
110222001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	137.25	
110251001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	34.65	
330025001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	587.65	
330031001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	52.65	
330045001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	145.09	
330092001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	34.65	
330166001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	96.88	
330920000 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	34.65	
550055501 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	159.68	
550057001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	897.14	
550057601 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	1,339.80	
550057701 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	34.65	
660092001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	48.10	
770109501 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	34.65	
770116501 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	34.65	
770229001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	84.45	
770229501 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	476.19	
770229601 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	35.82	
770231101 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	34.65	
990004001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	39.53	
990004101 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	91.26	
990005001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	316.97	
990006001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	43.56	
990007001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	48.83	
990008001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	38.18	
990132001 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	1,007.79	
999910000 NOV...	Invoice	12/01/2023	Water/Sewer Bill-City		0.00	87.99	
	Void		12/12/2023	Regular	0.00	0.00	101499
000267	COLONIAL LIFE		12/12/2023	Regular	0.00	105.96	101500
78168201201088	Invoice	12/01/2023	GF-SUPP INS FOR DECEMBER 2023-HR		0.00	105.96	
002651	COLORADO COMMUNITY MEDIA		12/12/2023	Regular	0.00	829.38	101501
101413	Invoice	12/01/2023	GF-PUBLIC NOTICES-		0.00	231.38	
74414-A	Invoice	12/01/2023	GF-ADVERTISING-COM EVENTS		0.00	598.00	
000307	COMCAST CABLE COMM, LLC		12/12/2023	Regular	0.00	651.61	101502
0116038 DEC23	Invoice	12/01/2023	REC-DEC 23 PHONE SERVICE-		0.00	178.76	
0117309 DEC23	Invoice	12/01/2023	REC-CABLE/MUSIC		0.00	269.25	
0147405DEC23	Invoice	12/01/2023	CPR-INTERNET/PHONE-MUSEUM		0.00	203.60	
001517	CORE&MAIN LP		12/12/2023	Regular	0.00	843.30	101503
T953585	Invoice	12/01/2023	UF-BOTTLE HTH CLORINE GRAN-W LINES		0.00	843.30	
003312	DVL GROUP, INC.		12/12/2023	Regular	0.00	1,788.48	101504
083888	Invoice	12/05/2023	AC Units in Data Center		0.00	1,788.48	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
000513	G & G EQUIPMENT		12/12/2023	Regular	0.00	62.36	101505
144146	Invoice	12/01/2023	CEM-TRANSMISSION OIL FILTER-CEMETERY		0.00	62.36	
002674	HAYES POZNANOVIC KORVER, LLC		12/12/2023	Regular	0.00	6,675.50	101506
49319	Invoice	12/05/2023	WST-NOV23 LEGAL FEES-WATER		0.00	6,675.50	
000588	ID EDGE INC		12/12/2023	Regular	0.00	97.96	101507
101489	Invoice	11/28/2023	REC-BLANK WHITE CARDS-		0.00	97.96	
003434	MERAKI INSTALLERS LLC		12/12/2023	Regular	0.00	2,377.48	101508
23FTL-01731-R	Invoice	12/06/2023	GF-BUILDING PERMIT REFUND-		0.00	1,140.26	
23FTL-01732-R	Invoice	12/06/2023	GF-BUILDING PERMIT/USE TAX REFUND-		0.00	1,237.22	
003316	MIGUEL IRAOLA		12/12/2023	Regular	0.00	950.00	101509
11142023	Invoice	12/01/2023	GF-TRANSLATOR SERVICES-COURT		0.00	950.00	
002195	MINUTEMAN PRESS		12/12/2023	Regular	0.00	377.38	101510
39255	Invoice	12/01/2023	GF-#10 WINDOW ENVELOPES -FIN		0.00	64.50	
39256	Invoice	12/01/2023	GF-#10 WINDOW ENVELOPES, PEEL & SEA...		0.00	312.88	
003422	NATIONAL BUSINESS FURNITURE LLC		12/12/2023	Regular	0.00	11,321.60	101511
ZK227383-TDQ	Invoice	12/01/2023	EOC Furniture		0.00	11,321.60	
003430	O'CONNOR, INC.		12/12/2023	Regular	0.00	1,701.70	101512
78267	Invoice	11/28/2023	GF-UNIFORMS/HATS-HR		0.00	1,061.36	
78285	Invoice	11/29/2023	GF-KNIT HATS/UNIFORMS-HR		0.00	640.34	
003044	PEAK FORM, LLC		12/12/2023	Regular	0.00	190.00	101513
2936K25213	Invoice	12/01/2023	GF-DOT RECERTIFCATION, C CARSTENS/R....		0.00	190.00	
003428	POLCO		12/12/2023	Regular	0.00	19,000.00	101514
18172	Invoice	12/06/2023	Polco Community Survey & software		0.00	19,000.00	
002265	QUADIENT FINANCE USA INC		12/12/2023	Regular	0.00	479.00	101515
80877446 NOV23	Invoice	12/01/2023	GF-POSTAGE RECHARGES		0.00	479.00	
000931	R & L TIRES		12/12/2023	Regular	0.00	36.00	101516
50605	Invoice	12/01/2023	GF-TIRE REPAIR-STREETS		0.00	18.00	
51055	Invoice	12/01/2023	GF-TIRE REPAIR-ENG		0.00	18.00	
003150	REDI SERVICES, LLC		12/12/2023	Regular	0.00	240.00	101517
0000063770	Invoice	12/01/2023	CEM-PORTABLE TOILET SERVICES-CEMETE...		0.00	240.00	
003429	RITA LEDEZMA		12/12/2023	Regular	0.00	25.00	101518
2007353.001	Invoice	11/29/2023	REC-REFUND		0.00	25.00	
003329	SAFEBUILT, LLC		12/12/2023	Regular	0.00	159,374.03	101519
0104835-IN	Invoice	12/01/2023	GL-BUILDING INSPECTION SERVICES-BLDG ...		0.00	67,590.42	
0104841-IN	Invoice	12/01/2023	GL-PLAN REVIEW SERVICES-BLDG INS		0.00	23,300.25	
0105358-IN	Invoice	12/01/2023	GF-BUILDING INSP SERV/PLAN REVIEW SR...		0.00	68,483.36	
001075	THE CONSOLIDATED MUTUAL		12/12/2023	Regular	0.00	124.91	101520
111423	Invoice	11/14/2023	UF-NOV23 PERRY PIT DISCHARGE PUMP -...		0.00	55.76	
111423B	Invoice	11/14/2023	UF-NOV23 WELL PUMP B-W STOR		0.00	37.55	
111423C	Invoice	11/14/2023	UF-NOV23 WELL PUMP C-W STOR		0.00	31.60	
001101	TODD HODGES DESIGN, LLC		12/12/2023	Regular	0.00	8,776.25	101521
3570	Invoice	12/04/2023	GF-PLANNING NOV 20-DEC 3, 2023-PLAN		0.00	8,776.25	
001105	TOSHIBA FINANCIAL SERVICES		12/12/2023	Regular	0.00	2,291.96	101522
516090883	Invoice	12/01/2023	Copier Lease		0.00	2,291.96	
001120	TRUDILIGENCE LLC		12/12/2023	Regular	0.00	222.96	101523
54575	Invoice	12/01/2023	GF-BACKGROUND CHECK-HR		0.00	178.52	
55596	Invoice	12/01/2023	GF-BACKGROUND SCREENING-SAFETY		0.00	44.44	

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003411	ULTIMATE DENT REMOVAL LLP		12/12/2023	Regular	0.00	17,992.84	101524
1814	Invoice	12/01/2023	GF-Vehcile Hail Damage Repairs-Misc		0.00	11,250.56	
1815	Invoice	12/01/2023	GF-Vehcile Hail Damage Repairs-Misc		0.00	6,742.28	
001137	UNITED POWER		12/12/2023	Regular	0.00	34,073.45	101525
10553102 DEC23	Invoice	12/06/2023	United Power		0.00	22.32	
1195501 DEC23	Invoice	12/06/2023	United Power		0.00	2,407.01	
1195603 DEC23	Invoice	12/06/2023	United Power		0.00	621.11	
1196401 DEC23	Invoice	12/06/2023	United Power		0.00	33.82	
1207701 DEC23	Invoice	12/06/2023	United Power		0.00	21.05	
1223101 DEC23	Invoice	12/06/2023	United Power		0.00	20.00	
1240301 DEC23	Invoice	12/06/2023	United Power		0.00	145.68	
1241801 DEC23	Invoice	12/06/2023	United Power		0.00	199.12	
1241903 DEC23	Invoice	12/06/2023	United Power		0.00	122.93	
1276101 DEC23	Invoice	12/06/2023	United Power		0.00	213.12	
1279801 DEC23	Invoice	12/06/2023	United Power		0.00	24.72	
1295501 DEC23	Invoice	12/06/2023	United Power		0.00	60.30	
1296101 DEC23	Invoice	12/06/2023	United Power		0.00	195.30	
1299501 DEC23	Invoice	12/06/2023	United Power		0.00	112.00	
1302801 DEC23	Invoice	12/06/2023	United Power		0.00	2,391.79	
1302901 DEC23	Invoice	12/06/2023	United Power		0.00	141.69	
1316801 DEC23	Invoice	12/06/2023	United Power		0.00	336.12	
1322501 DEC23	Invoice	12/06/2023	United Power		0.00	4,597.53	
1360303 DEC23	Invoice	12/06/2023	United Power		0.00	38.16	
13842400 DEC23	Invoice	12/06/2023	United Power		0.00	73.84	
14427100 DEC23	Invoice	12/06/2023	United Power		0.00	81.01	
15232500 DEC23	Invoice	12/06/2023	United Power		0.00	21.79	
17149700 DEC23	Invoice	12/06/2023	United Power		0.00	59.92	
17761600 DEC23	Invoice	12/06/2023	United Power		0.00	20.00	
17868800 DEC23	Invoice	12/06/2023	United Power		0.00	20.00	
18057500 DEC23	Invoice	12/06/2023	United Power		0.00	749.35	
18498400 DEC23	Invoice	12/06/2023	United Power		0.00	223.34	
18762100 DEC23	Invoice	12/06/2023	United Power		0.00	50.69	
19545100 DEC23	Invoice	12/06/2023	United Power		0.00	912.91	
20040100DEC23	Invoice	12/06/2023	United Power		0.00	334.52	
21675200 DEC23	Invoice	12/06/2023	United Power		0.00	176.49	
21675300 DEC23	Invoice	12/06/2023	United Power		0.00	37.92	
22185901 DEC23	Invoice	12/06/2023	United Power		0.00	20.01	
3399301 DEC23	Invoice	12/06/2023	United Power		0.00	52.13	
6612303 DEC23	Invoice	12/06/2023	United Power		0.00	21.07	
6779701 DEC23	Invoice	12/06/2023	United Power		0.00	7,174.60	
704901 DEC23	Invoice	12/06/2023	United Power		0.00	7,618.90	
7225800 DEC23	Invoice	12/06/2023	United Power		0.00	20.02	
726705 DEC23	Invoice	12/06/2023	United Power		0.00	135.52	
7280200 DEC23	Invoice	12/06/2023	United Power		0.00	21.59	
733101 DEC23	Invoice	12/06/2023	United Power		0.00	197.72	
762901 DEC23	Invoice	12/06/2023	United Power		0.00	54.10	
803908 DEC23	Invoice	12/06/2023	United Power		0.00	3,766.80	
8976200 DEC23	Invoice	12/06/2023	United Power		0.00	525.44	
	Void		12/12/2023	Regular	0.00	0.00	101526
	Void		12/12/2023	Regular	0.00	0.00	101527
003398	UNIVERSITY AUTO PARTS		12/12/2023	Regular	0.00	356.08	101528
186036	Invoice	12/01/2023	GF-HFC SPRAY GREASE/BLASTER LUB-STRE...		0.00	96.34	
187391	Invoice	12/01/2023	CEM-OIL FILTER-CEMETERY		0.00	10.66	
187830	Invoice	12/01/2023	GF-HYDRAULIC FILTER FOR 2000 INT TRUCK		0.00	75.93	
188124	Invoice	12/01/2023	GF-MACS BATTERY FOR SNOW PLOW #34-...		0.00	5.82	
188303	Invoice	12/01/2023	GF-HOSE FOR PORTABLE FUEL TANKS-		0.00	62.36	
188304	Invoice	12/01/2023	GF-PARTS FOR UNIT # 4-13-STREETS		0.00	104.97	
001147	USA BLUE BOOK		12/12/2023	Regular	0.00	1,170.08	101529

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV00201491	Invoice	12/01/2023	UF-SUPPLIES		0.00	640.87	
INV00201554	Invoice	12/01/2023	UF-SUPPLIES-NONPOT		0.00	529.21	
001149	UTILITY NOTIFICATION CENTER		12/12/2023	Regular	0.00	402.48	101530
223110602	Invoice	11/30/2023	UF-RTL TRANSMISSIONS		0.00	402.48	
001963	WASTE CONNECTIONS OF COLO, INC		12/12/2023	Regular	0.00	724.53	101531
7420450V311	Invoice	12/01/2023	UF-TRASH SERVICE-ADMIN		0.00	724.53	
001188	WELD CNTY CLERK/RECORDER		12/12/2023	Regular	0.00	7,137.50	101532
112223	Invoice	12/06/2023	2023 Election		0.00	7,137.50	
001189	WELD COUNTY ACCTG DEPART		12/12/2023	Regular	0.00	9,023.97	101533
NOV2023	Invoice	12/05/2023	GF-NOV2023 FUEL CHARGES-		0.00	9,023.97	
001203	WELD COUNTY SHERIFF'S OFFICE		12/12/2023	Regular	0.00	37.83	101534
1830 102023	Invoice	12/01/2023	GF-JAIL FEES J. SIXTOS-COURT		0.00	37.83	
001212	WILLIAMS AND WEISS CONSULTING LLC		12/12/2023	Regular	0.00	5,270.00	101535
1913	Invoice	12/04/2023	Water Engineering Services		0.00	5,270.00	
001224	XCEL ENERGY-GAS		12/12/2023	Regular	0.00	1,381.25	101536
855082791	Invoice	12/01/2023	Xcel Gas Bill		0.00	1,381.25	
003416	SUTTELL & HAMMER PC		12/15/2023	Regular	0.00	334.92	101537
INV0001501	Invoice	12/15/2023	Case 2021C031101		0.00	334.92	
000031	ADAMSON POLICE PRODUCTS		12/19/2023	Regular	0.00	116.55	101538
INV405195	Invoice	12/01/2023	GF-UNIFORMS-PD		0.00	116.55	
003196	AMAZE HEALTH		12/19/2023	Regular	0.00	1,740.00	101539
INV-5267	Invoice	12/01/2023	GF-MONTHY USER FEE-MISC		0.00	1,740.00	
001646	BANK OF COLORADO		12/19/2023	Regular	0.00	758.60	101540
0227 DEC 23	Invoice	12/01/2023	GF-FUEL-STREETS		0.00	758.60	
003414	CARL CARSTENS		12/19/2023	Regular	0.00	20.28	101541
121223	Invoice	12/12/2023	GF-REIMBURSE FOR CDL ENDORSEMNT FE...		0.00	20.28	
000216	CHAMBER OF COMMERCE		12/19/2023	Regular	0.00	40.00	101542
DEC23	Invoice	12/13/2023	GF-DEC 23 UGLY SWEATER CHAMBER LUN...		0.00	40.00	
000268	COLORADO ANALYTICAL LAB		12/19/2023	Regular	0.00	48.00	101543
231205028	Invoice	12/06/2023	UF-DRINKING WATER TESTING-W LINES		0.00	48.00	
000306	COMCAST BUSINESS		12/19/2023	Regular	0.00	2,242.66	101544
188567500	Invoice	12/01/2023	GF-INTERNET SERVICES-		0.00	2,242.66	
000307	COMCAST CABLE COMM, LLC		12/19/2023	Regular	0.00	387.23	101545
0124495 DEC23	Invoice	12/01/2023	CPR-CABLE SERVICES 11/25-12/24/23-CO...		0.00	141.00	
0208785 DEC23	Invoice	12/04/2023	GF-DEC 23 INTERNET SERVICES-PLANNING		0.00	246.23	
003287	CROSS LINE CONSTRUCTION CORP		12/19/2023	Regular	0.00	148,496.00	101546
2314.03	Invoice	12/01/2023	GF-CITY HALL BASEMENT RENOVATION		0.00	119,125.00	
2314.04	Invoice	12/08/2023	GF-CITY HALL BASEMENT RENOVATION		0.00	29,371.00	
003431	FORT LUPTON CARWASH		12/19/2023	Regular	0.00	3,269.75	101547
1004	Invoice	12/03/2023	GF-CAR WASHES-PD		0.00	438.25	
1036	Invoice	12/01/2023	GL-CAR WASHES FOR OCT 23-PD		0.00	388.25	
1068	Invoice	12/01/2023	GF-CAR WASHES FOR NOV 23-PD		0.00	203.50	
606	Invoice	12/01/2023	GL-CAR WASHES 12/13/22-12/31/22-PD		0.00	186.25	
667	Invoice	12/01/2023	GF-CAR WASHES 01/01/23-01/31/23-PD		0.00	182.00	
733	Invoice	12/01/2023	GF-CAR WASHES-PD		0.00	1,871.50	
002011	FRONT RANGE LUMBER COMPANY		12/19/2023	Regular	0.00	41.28	101548

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
33210/2	Invoice	12/11/2023	GF-SUPPLIES-PARKS		0.00	41.28	
000691	KONE INC		12/19/2023	Regular	0.00	140.80	101549
871217695	Invoice	12/01/2023	REC-ELEVATOR MAINTENANCE-REC CENT...		0.00	140.80	
003101	LANGUAGELINE SOLUTIONS		12/19/2023	Regular	0.00	350.96	101550
11158870	Invoice	12/01/2023	GF-INTERPRETATION SERVICES-PD		0.00	350.96	
002998	LEFTA SYSTEMS		12/19/2023	Regular	0.00	4,640.23	101551
INV-002511	Invoice	12/01/2023	GF-ANNUAL SOFTWARE SUBSCRIPTION-PD		0.00	4,640.23	
000714	LEGACY SCHOOL OF DANCE LLC		12/19/2023	Regular	0.00	966.00	101552
NOV23 DANCE	Invoice	12/05/2023	REC-NOVEMBER DANCE LESSONS-REC CE...		0.00	966.00	
000735	LL JOHNSON DISTRIBUTING		12/19/2023	Regular	0.00	459.13	101553
1155216-00	Invoice	12/06/2023	GF-ICE MELT-PARKS		0.00	459.13	
003434	MERAKI INSTALLERS LLC		12/19/2023	Regular	0.00	390.36	101554
23FTL-01731-R-1	Invoice	12/06/2023	GF-USE TAX DIFFERNCE-ORIG PD AT 80%-P...		0.00	185.06	
23FTL-01732-R-2	Invoice	12/06/2023	GF-USE TAX REFUND DIFFERNCE-ORIG PAI...		0.00	205.30	
003435	MILE HIGH SHOOTING ACCESSORIES LLC		12/19/2023	Regular	0.00	161.94	101555
INV38305	Invoice	12/04/2023	GF-EQUIPMENT-PD		0.00	161.94	
002195	MINUTEMAN PRESS		12/19/2023	Regular	0.00	238.87	101556
39260	Invoice	12/01/2023	GF-BUSINESS CARDS-PD		0.00	238.87	
000862	O'REILLY AUTO PARTS		12/19/2023	Regular	0.00	981.42	101557
4489-100518	Invoice	12/01/2023	GF-MOTOR OIL-PW SHOP		0.00	179.76	
4489-100559	Invoice	12/01/2023	GF-BATTERIES-FAC		0.00	234.52	
4489-101084	Credit Memo	12/01/2023	GF-CREDIT FOR BATTERY CORE RETURN-F...		0.00	-44.00	
4489-101368	Invoice	12/01/2023	GF-WIPER FLUID-PD		0.00	19.47	
4489-102747	Invoice	12/01/2023	GF-OIL FILTERS-STREETS		0.00	134.07	
4489-496972	Invoice	12/13/2023	GFBLUE DEF DRUM, GREASE-PW SHOP		0.00	592.08	
4489-499542	Invoice	12/01/2023	UF-OIL FILTER FOR CAT BACKHOE-		0.00	20.60	
4489-499543	Credit Memo	11/13/2023	UF-RETURN HYD AND AIR FILTER-		0.00	-155.08	
001943	PINNACOL ASSURANCE		12/19/2023	Regular	0.00	228.99	101558
21491844	Invoice	12/01/2023	GF-DEDUCTIBLE-MISC		0.00	228.99	
003181	PLACER LABS, INC.		12/19/2023	Regular	0.00	9,975.00	101559
12.2426	Invoice	12/13/2023	GF-LAB SRVS & ANALYTICS 12/2023-12/20...		0.00	9,975.00	
000932	R & M SERVICES		12/19/2023	Regular	0.00	387.08	101560
10794	Invoice	12/07/2023	GF-OIL CHANGE, BRAKE SERVICE-PD		0.00	102.61	
10795	Invoice	12/07/2023	GF-OIL, OIL FILTERS, FLUID, ROTATE BRAK...		0.00	284.47	
003150	REDI SERVICES, LLC		12/19/2023	Regular	0.00	1,200.00	101561
0000063768	Invoice	12/01/2023	GF-PORTABLE TOILET SRVS (COMM CENT ...		0.00	480.00	
0000063769	Invoice	12/01/2023	GF-PORTABLE TOILET SERVICE (RR PARK)-...		0.00	240.00	
0000063771	Invoice	12/01/2023	GF-PORTABLE TOILET SERVICES-PARKS		0.00	240.00	
0000063772	Invoice	12/01/2023	GF-PORTABLE TOILET SERVICE (DOG PARK)...		0.00	240.00	
001656	RIVERDALE TREE SERVICES		12/19/2023	Regular	0.00	13,100.00	101562
810	Invoice	12/04/2023	Park Tree Removal / Trimming		0.00	9,800.00	
837	Invoice	12/11/2023	GF-CREW HOURS FOR TREE REMOVAL-PA...		0.00	3,300.00	
003172	SMART SOLUTIONS GROUP, INC.		12/19/2023	Regular	0.00	1,000.00	101563
1789	Invoice	12/01/2023	UF-EDC FORGE ONE YEAR SUBSCRIPTION-...		0.00	1,000.00	
001624	STATE OF COLORADO		12/19/2023	Regular	0.00	3,384.59	101564
000020079	Invoice	12/07/2023	UF-BILLS/LATE NOTICE/WATER NOTICE-UB		0.00	3,384.59	
001040	STERICYCLE		12/19/2023	Regular	0.00	96.92	101565
8005296739	Invoice	12/01/2023	REC-MONTHLY BIOHAZARD-REC CENTER		0.00	66.92	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
8005525368	Invoice	12/01/2023	GF-SHREDDING SERVICES-CITY CL		0.00	30.00	
003436	SUPERIOR UNDERGROUND		12/19/2023	Regular	0.00	1,500.00	101566
121323	Invoice	12/13/2023	UF-HYD METER DEP RUFUND-UB		0.00	1,500.00	
001120	TRUDILIGENCE LLC		12/19/2023	Regular	0.00	5.20	101567
55078	Invoice	12/01/2023	GF-BACKGROUND CHECKS-HR		0.00	5.20	
001126	TYLER TECHNOLOGIES		12/19/2023	Regular	0.00	514.80	101568
130-141515	Invoice	12/06/2023	Brazos e-Citation + Service Hosting 12123-...		0.00	514.80	
003411	ULTIMATE DENT REMOVAL LLP		12/19/2023	Regular	0.00	2,796.00	101569
1826	Invoice	12/12/2023	GF-HAIL DAMAGE REPAIR-MISC		0.00	2,796.00	
003398	UNIVERSITY AUTO PARTS		12/19/2023	Regular	0.00	15.75	101570
188760	Invoice	12/05/2023	SF-PANEL FILTERS FOR 2017 FREIGHLINER-...		0.00	39.75	
188919	Credit Memo	12/06/2023	SF-RETURNED PANEL FILTERS-S LINES		0.00	-24.00	
001156	VERIZON WIRELESS SVCS LLC		12/19/2023	Regular	0.00	5,421.14	101571
9950296867	Invoice	12/01/2023	Verizon Bill		0.00	5,421.14	
001174	WAGNER EQUIPMENT CO.		12/19/2023	Regular	0.00	2,004.82	101572
ARLB 20276	Credit Memo	12/07/2023	GF-INVOICE PD TWICE 06/15/21 & 08/03/...		0.00	-401.64	
ARLB 27217	Credit Memo	12/07/2023	GF-INVOICES DOUBLE PAID		0.00	-1,069.89	
ARWO 84864	Credit Memo	12/07/2023	GF-CREDIT DUE TO DBL PYMNT PER STAT...		0.00	-160.09	
P00C2542571	Invoice	12/01/2023	GF-RETAINER , PIN-STREETS		0.00	122.40	
P00C2631905	Invoice	11/03/2023	GFCABIN/AIR FILTERS-STREETS		0.00	410.06	
P00C2641217	Invoice	12/06/2023	GF-BOLT AND NUT-STREETS		0.00	160.50	
P00C2641644	Invoice	12/07/2023	GF-CUTTING EDGE PART-STREETS		0.00	2,943.48	
001198	WELD COUNTY PUBLIC HEALTH		12/19/2023	Regular	0.00	170.00	101573
WELDEHS2023293	Invoice	12/01/2023	REC-CHILD CARE FACILITY INSPECTION FEE...		0.00	170.00	
000119	BANK OF COLORADO		12/15/2023	Bank Draft	0.00	6,476.44	DFT0002294
INV0001498	Invoice	12/15/2023	HSA DISTRIBUTION		0.00	6,476.44	
000119	BANK OF COLORADO		12/15/2023	Bank Draft	0.00	930.83	DFT0002295
INV0001499	Invoice	12/15/2023	HSA DISTRIBUTION		0.00	930.83	
001416	VALIC_1		12/15/2023	Bank Draft	0.00	46,761.94	DFT0002296
INV0001500	Invoice	12/15/2023	VALIC - 457(b) $ Contributions		0.00	46,761.94	
001265	IRS		12/15/2023	Bank Draft	0.00	72,838.61	DFT0002297
INV0001502	Invoice	12/15/2023	Federal Withholding		0.00	72,838.61	
001418	CO DEPARTMENT OF REVENUE		12/15/2023	Bank Draft	0.00	13,044.00	DFT0002298
INV0001503	Invoice	12/15/2023	CO Withholding		0.00	13,044.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	197	76	0.00	523,189.05
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	140,051.82
EFT's	0	0	0.00	0.00
	202	**84**	**0.00**	**663,240.87**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	239	100	0.00	548,373.79
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	140,051.82
EFT's	0	0	0.00	0.00
	244	**108**	**0.00**	**688,425.61**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	12/2023	688,425.61
			688,425.61

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 5, 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, December 5, 2023. Mayor Zo Hubbard called the meeting to order at 6:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

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

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

OATH OF OFFICE

Mari Peña, City Clerk, preformed the Oath of Office to Councilmembers David Crespin of Ward 1, Chris Ceretto of Ward 2, and Bruce Fitzgerald of Ward 3 as they were re-elected to continue serving in the City of Fort Lupton's City Council.

PERSONS TO ADDRESS COUNCIL

There was no one to address the Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the December 5, 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:

- November 21, 2023 City Council Meeting Minutes
- Authorize the City Administrator to Accept a Service Agreement from Dig Deep to

Provide Grants-Related Technical Assistance Services for the 2024 Year, for an Amount Not to Exceed $260,000.00 Allocated from the 2024 General Fund Budget (AM 2023-173)

- Approving Resolution 2023R044 ADOPTING A CITY CAPITALIZATION POLICY EFFECTIVE JANUARY 1, 2023 (AM 2023-174)
- Adopting Resolution 2023R045 FOR THE 2024 BUDGET AND FINANCIAL PLAN AND SETTING APPROPRIATIONS FOR VARIOUS FUNDS FOR THE PERIOD BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024 (AM 2023-177)
- Approving Resolution 2023R046 INCREASING THE RATE FOR GREEN FEES AT COYOTE CREEK GOLF COURSE FOR THE 2024 SEASON (AM 2023-178)

Motion passed unanimously on roll call vote.

PUBLIC HEARINGS

AM 2023-176 Approving a Transfer of Ownership Application to Transfer the Retail Liquor Store License from NUVVO LLC dba Whipsaw Wine and Spirits to Manihani Manihani Inc. dba Whipsaw Wine and Spirits, 1400 Dexter Street

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

City Attorney, Andy Ausmus, read the connected meeting advisement to the applicant, Vikram Singh Manihani and Michael Nuanes who was assisting the applicant as they appeared remotely. They consented to move forward with the hearing.

City Clerk, Mari Peña, provided an overview of the application. She stated Vikram Singh Manihani has submitted on behalf of Manihani Manihani Inc. dba Whipsaw Wine and Spirits, an application for Transfer of Ownership of a Retail Liquor Store License from NUVVO LLC dba Whipsaw Wine and Spirits, located at 1400 Dexter Street. The applicant has paid all required fees, completed the application, and all notification requirements have been met.
Due to information received regarding Mr. Manihani's fingerprint results, the transfer of ownership application came before the local licensing authority.

Mr. Nuanes presented to Council and explained the charge that was on Mr. Manihani's record and informed Council that Mr. Manihani was convicted of a minor misdemeanor. He stated Mr. Manihani successfully completed probation and has had no other convictions since 2016. Mr. Nuanes also stated that Mr. Manihani requires all employees to sign the stores written alcohol policy. All employees are also TIPS certified. The store also has a POS system that has an ID scanner in which all employees are required to use before selling alcohol.

Councilmember David Crespin asked if Mr. Manihani was aware of Colorado State Liquor Law since he currently is living in Georgia. Mr. Nuanes answered, stating Mr. Manihani is aware of

Colorado State Law.

There was no further discussion or comments from the public. Mayor Hubbard closed the public hearing at 6:23 p.m.

It was moved by Carlos Barron and seconded by Bruce Fitzgerald to approve the Transfer of Ownership Application to Transfer the Retail Liquor Store License from NUVVO LLC dba Whipsaw Wine and Spirits to Manihani Manihani Inc. dba Whipsaw Wine and Spirits, 1400 Dexter Street. Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2023-175 Approving a Resolution 2023R047 Adopting the City of Fort Lupton Purchasing Policy, Effective January 1, 2024

Periodically staff reviews policies and procedures and proposes changes. The new policy strives to clarify gaps in the current policy and adds language explaining the purchasing process. The new policy also increases the purchasing limits at all levels.

It was moved by Chris Ceretto and seconded by David Crespin to Approve Resolution 2023R047 Adopting the City of Fort Lupton Purchasing Policy, Effective January 1, 2024. Motion passed unanimously on roll call vote.

AM 2023-180 Adopting Resolution 2023R048 Allowing the Finance Department to use Property Tax Special Assessment as the Primary Collection Method for Delinquent Accounts

Colorado Revised Statute 31-20-105 gives municipal governments the authority to place special assessments on property tax bills for the collection of delinquent utility accounts. The Fort Lupton Municipal Code 13-131(d) gives the Finance Director the authority to use special assessments as an alternate collection method with water shut offs as the primary method of collection.

This resolution allows the finance department to use special assessment as the primary collection method and shut offs as the secondary method of collection. This will save time and be a safer collection method for staff.

It was moved by Carlos Barron and seconded by Claud Hanes to Adopt Resolution 2023R048 Allowing the Finance Department to use Property Tax Special Assessment as the Primary Collection Method for Delinquent Accounts. Motion passed unanimously on roll call vote.

AM 2023-179 Award Contract to RN Civil Construction for an Amount Not to Exceed $3,454,000.00 for the Water Treatment Plant Expansion Project from the Utility Fund

Bid documents were advertised from October 20, 2023 with bid opening on November 17, 2023. Seven bids were received, with RN Civil Construction providing the lowest responsible bid as shown in the attached Bid Tabulation.

RN Civil is a respected contractor in Front Range communities with several local municipalities' projects in the area (Lafayette and Sterling). CH2M check references and evaluated the bid proposals.

Project Budget	Construction		Budget	
	Engineering CH2M	$ 886,305	WTP Expansion	$3,000,000
	PLC	$ 104,796	pretreatment	$5,000,000
	Filtration Skids	$2,409,959		
	RN Civil	$3,454,000		
	Total	$6,855,060		$8,000,000

Contract award for $3,140,000.00 in accordance with Bid Proposal submitted
Contingency of 10% = 314,000 authorized.

Anticipated project start beginning March 2024 with time of completion March 1, 2025

The 2023 budget includes $3,000,000 for Water Treatment Plant Expansion (WTP) and $5,000,000.00 for Pretreatment in the Utility Fund-WTP. The pretreatment project will not be occurring this year.

It was moved by Bruce Fitzgerald and seconded by Chris Ceretto to Award Contract to RN Civil Construction for an Amount Not to Exceed $3,454,000.00 for the Water Treatment Plant Expansion Project from the Utility Fund. Motion passed unanimously on roll call vote.

STAFF REPORTS

There were no staff reports.

MAYOR/COUNCIL REPORTS

Councilmember Bruce Fitzgerald, reported Mayor Hubbard, Planning Director, Todd Hodges, and himself drove to Greeley to meet with the Planning Commission to look at a request to change property on Road 20, east of 19th, to be rezoned to C-3. The staff recommended denial due to the lengthy process and complications with the City's zoning plans.

FUTURE CITY EVENTS

December 9, 2023 Annual Fort Lupton American Legion Holiday Dinner,
American Legion Post 102, 942 Denver Ave., 12:00 p.m.

UPCOMING MEETINGS

December 12, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
December 18, 2023 City Council Special Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
December 19, 2023 City Council Special Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.- CANCELED and rescheduled to December 18,2023.
December 26, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
January 2, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

EXECUTIVE SESSION

It was moved by Carlos Barron and seconded by Bruce Fitzgerald to move to Executive Session at 6:39 p.m. “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)." IGA. Motion passed unanimously on voice vote. The following moved into Executive Session: Mayor Hubbard, Mayor Pro-Tem, Chris Ceretto, Councilmembers Bruce Fitzgerald, Claud Hanes, David Crespin and Carlos Barron, City Attorney, Andy Ausmus, and City Administrator, Chris Cross, Planning Director, Todd Hodges, and Planner Sean McDermott.

The Executive Session ended at 6:56 p.m. and the regular meeting reconvened.

ADJOURNMENT

The meeting adjourned at 6:56 p.m.

Submitted by,

_____
Maricela Peña, City Clerk

Approved by City Council,

_____
Zo Hubbard, Mayor

ORDINANCE NO. **2023-1160**

INTRODUCED BY: **CHRIS CERETTO**

A ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE DEDICATION OF A 42.5-FOOT WIDE PUBLIC RIGHT OF WAY PARALLEL WITH THE SECTION LINE OF COLLEGE AVE AND 42.50 FEET NORTH OF THE SOUTH SECTION LINE OF COUNTY RD 12 , CONTAINING 3.14 ACRES, MORE OR LESS, COUNTY OF WELD, STATE OF COLORADO ALONG THE FRONTAGE OF THE TAYLOR MINOR SUBDIVISION, AMENDMENT NO. 1 PLAT THE WEST ½ OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66W OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY,

THIS RIGHT OF WAY IS CREATED AND GRANTED THIS 21st DAY OF NOVEMBER 2023.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 21st day of November 2023.

PUBLISHED in the Fort Lupton Press the 30th day of November 2023.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 19th day of December 2023.

PUBLISHED BY TITLE ONLY the 28th day of December 2023.

EFFECTIVE (after publication) the 27th day of January 2024.

CITY OF FORT LUPTON, COLORADO

_____

Zo Hubbard, Mayor

ATTEST:

_____

Maricela Peña, City Clerk

Approved as to form:

_____

Andy Ausmus, City Attorney

ORDINANCE NO. 2023-1161

INTRODUCED BY: CHRIS CERETTO

AN ORDINANCE OF THE CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO, AUTHORIZING THE REAL ESTATE PURCHASE AGREEMENT OF REAL PROPERTY OWNED BY LARRY L MCMILLAN FOR THE PROPERTY LOCATED AT 1025 1ST STREET

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 21st day of November 2023.

PUBLISHED in the Fort Lupton Press the 30th day of November 2023.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 19th day of December 2023.

PUBLISHED BY TITLE ONLY the 28th day of December 2023.

EFFECTIVE (after publication) the 27th day of January 2024.

CITY OF FORT LUPTON, COLORADO

_____

Zo Hubbard, Mayor

ATTEST:

_____

Maricela Peña, City Clerk

Approved as to form:

_____

Andy Ausmus, City Attorney

City Council Meeting
Date: December 19, 2023
Staff: Mari Peña, City Clerk

AM 2023-181
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Resolution Appointing Chris Ceretto as Mayor Pro-Tem for the City of Fort Lupton

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Colorado Revised Statutes Section 31-4-103 authorizes statutory cities to appoint a Mayor Pro Tem. Section 2-23 and 2-51 of the Fort Lupton Municipal Code provides for the appointment of the Mayor Pro Tem by the City Council. The Mayor Pro Tem shall, in the absence of the Mayor from any meeting of the City Council or during the absence of the Mayor from the City or the inability to act, perform the duties of the Mayor.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

N/A

STAFF RECOMMENDATIONS

Attachments: a. Resolution

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

_____
City Clerk

_____
Date

RESOLUTION NO. 2023Rxxx

A RESOLUTION APPOINTING CHRIS CERETTO AS MAYOR PRO TEM FOR THE CITY OF FORT LUPTON, COLORADO.

WHEREAS, Section 31-4-103 C.R.S authorizes statutory cities to appoint a Mayor Pro Tem; and

WHEREAS, Sections 2-23 and 2-51 of the Fort Lupton Municipal Code provides for the appointment of the Mayor Pro Tem by the City Council; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON AS FOLLOWS:

Chris Ceretto is hereby appointed as Mayor Pro Tem for the City of Fort Lupton, Colorado, and shall act as Mayor in the Mayor's absence from the City or if for any reason is temporarily unable to perform the duties of her office.

APPROVED AND PASSED BY MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 19th DAY OF DECEMBER 2023.

City of Fort Lupton, Colorado

_____

Zo Hubbard, Mayor

Attest:

_____

Maricela Peña, City Clerk

Approved as to form:

_____

Andy Ausmus, City Attorney

City Council Meeting
Date: December 19, 2023
Staff: Mari Peña, City Clerk

AM 2023-182
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Resolution Appointing Bruce Fitzgerald as Treasurer for the City of Fort Lupton

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Colorado Revised Statutes Section 31-4-103 authorizes statutory cities to appoint a City Treasurer. Section 2-51 of the Fort Lupton Municipal Code ("Code") provides for the appointment of the City Treasurer by the City Council. The City Treasurer shall have the powers and duties as set forth in Section 4-11 of the Code.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

N/A

STAFF RECOMMENDATIONS

Attachments: a. Resolution

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

_____
City Clerk

_____
Date

RESOLUTION NO. 2023Rxxx

A RESOLUTION APPOINTING BRUCE FITZGERALD AS CITY TREASURER FOR THE CITY OF FORT LUPTON, COLORADO.

WHEREAS, Section 31-4-107 C.R.S. authorizes statutory cities to appoint a City Treasurer; and

WHEREAS, Section 2-51 of the Fort Lupton Municipal Code ("Code") provides for the appointment of the City Treasurer by the City Council; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON AS FOLLOWS:

Bruce Fitzgerald is hereby appointed as City Treasurer for the City of Fort Lupton, Colorado, and shall have the powers and duties as set forth in Section 4-11 of the Code.

APPROVED AND PASSED BY MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 19TH DAY OF DECEMBER 2023.

City of Fort Lupton, Colorado

_____

Zo Hubbard, Mayor

Attest:

_____

Maricela Peña, City Clerk

Approved as to form:

_____

Andy Ausmus, City Attorney

City Council Meeting
Date: December 18, 2023
Staff: Aaron Richardson,
Jacobs Project Manager

AM 2023-183
Public Hearing☐

SUBJECT FOR DISCUSSION

Authorize the Payment for the Overages in the Jacobs Contract in the Amount of $118,000 Allocated from the Utility Waste Water Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

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

We are expecting an overage of up to $118k on the rebateable budget. This overage is comprised of major repairs throughout the year ($48k), SCADA communication repairs ($36k), increased solids hauling ($24k), and chemicals ($10k). Most of this years major repair costs are atypical and aren't expected next year. We have capital projects for next year to address the remaining issues, including the SCADA communications and major equipment replacement.

FINANCIAL CONSIDERATIONS

There is $100,000 of unexpended funds budgeted in the Utility-Waste Water Fund for facility repairs and maintenance that can be reallocated to cover these expenditures in 2023.

Rebateable Item	2022 Budget	Overage
Repairs	$ 140,000	$ 82,200
Chemicals	114,000	$10,200
Utilities (Propane/Natural Gas)	40,000	($8,000)
Sludge Hauling	40,000	33,600
Total Rebateable Budget	$ 334,000	$ 118,000

Sufficient budget remains in the Utility Fund, both water and sewer, to cover the cost of the overages.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

Not Applicable

STAFF RECOMMENDATIONS

Staff recommends approval of contingency funds to cover rebateable budget overage.

Attachments:

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

_____ City Clerk

_____ Date

City Council Meeting
Date: December 18, 2023
Staff: Roy Vestal, Public Works Director / City Engineer

AM 2023-184
Public Hearing☐

SUBJECT FOR DISCUSSION

Approve Order with Core & Main for Purchase of Water Main Repair for an Amount Not to Exceed $25,130.48 from 2023 Utility Fund - Water Line Repairs

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City has maintained a spare emergency repair clamp for large diameter water main repairs. The last 18-inch repair clamp was used in November for the repair of the 9th Street gravity main.

The City's large diameter mains are 18-inch and 22-inch mains in 9th Street from the tank farm to approximately Twombly School. These mains were installed in the 1990's and have experienced numerous breaks over the years. The repair clamps are special order items and require several months to obtain.

Public Works would like to continue to have them on hand for emergency repairs.

FINANCIAL CONSIDERATIONS

The 2023 Utility Fund - Water Line Repairs contains a remaining budget for Facility Repairs of $6,026.70 in the water lines repair and maintenance account. The Utility Fund - Water Line Repairs contains a remaining budget for CIP water main replacement of $81,223.69 in the water lines capital expenditures account.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve purchase order with Core & Main
- Do not approve purchase order

STAFF RECOMMENDATIONS

Staff recommends approving purchase order with Core & Main for an amount not to exceed $25,130.48 for emergency repair clamps purchase.

Attachments: a. Core & Main Proposal

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

_____ City Clerk

_____ Date

Bid Proposal for Fort Lupton - 18" Repair Sleeve - 11/25/2023

CITY OF FORT LUPTON
Job Location: Fort Lupton, CO
Bid Date: 11/27/2023
Core & Main 3238247

Core & Main
9451 Yosemite St
Henderson, CO 80640
Phone: 3033940004
Fax: 3033944450

Seq#	Qty	Description	Units	Price	Ext Price
20	1	67050009585001 FABRICATED BELL	EA	11,181.25	11,181.25
		PACK,19.60" ODPIPE,22.55" BELL			
		OD, 48" WIDE, W/HANG PLATES			
		2" NPT VENT, EPOXY COATED			
		BUNA-N GASKETS, ALLOY			
		BOLTS/NUTS, 100 PSI MAX W.P.			
90	1	X670 20" BELL PACK REPAIR	EA	13,949.23	13,949.23
		FITTING FOR C900,48" LENGTH,W/			
		HANGING PLATES,2" NPT VENT,FBE			
		COATING,BUNA-N GASKETS,ALLOY			
		BOLTS & NUTS, MAX 150 PSI			
				Sub Total	**25,130.48**
				Tax	0.00
				Total	**25,130.48**

Branch Terms:
CORE & MAIN WATERWORKS IS NOT LIABLE FOR DELIVERY DELAYS, CANCELLATIONS OR PRICE INCREASES RESULTING FROM ANY CAUSE BEYOND OUR CONTROL. THESE INCLUDE BUT ARE NOT LIMITED TO:MANUFACTURERS SHORTAGES, AVAILABILITY OR TIMELINESS OF TRANSPORTATION, MATERIALS, FUELS, OR SUPPLIES. THIS QUOTE IS NOT A CONTRACT TO SUPPLY MATERIAL OR GUARANTEE OF PRODUCT AVAILABILITY.
****

SALES TAXES NOT INCLUDED

ITEMS PICKED UP AT OUR FACILITY MAY BE SUBJECT TO CITY TAXES

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

Bid Proposal for Fort Lupton - 18" Repair Sleeve - 11/25/2023

CUSTOMER

CITY OF FORT LUPTON
130 S MCKINLEY AVE STE 1
FORT LUPTON, CO 80621

Job
Fort Lupton - 18" Repair Sleeve - 11/25/2023
Fort Lupton, CO
Bid Date: 11/27/2023
Bid #: 3238247

CONTACT

Sales Representative
Matthew Stallman
(M) 303-944-1645
(T) 303-394-0004
(F) 303-394-4450
Matt.Stallman@coreandmain.com

720-1

Core & Main
9451 Yosemite St
Henderson, CO 80640
(T) 3033940004

NOTES

City Council Meeting
Date: December 18, 2023
Staff: Shannon De Vries, Planning Technician

AM 2023-187
Public Hearing☐

SUBJECT FOR DISCUSSION

Adopting an Ordinance Amending Article IV Business Licenses and Regulations of the Fort Lupton Municipal Code to Amend Sections 6-111 Definitions; 6-112 License Fees; 6-113 Insurance; and Enacting the Following Sections Sec 6-116 Responsibilities of Contractor, and Sec 6-117 – Disciplinary Procedures, Violations, and Penalties

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The proposed amendments are necessary to update standards for contractors performing work in the City of Fort Lupton to provide quality workmanship for our residents and businesses. These changes include a change to the expiration date to reflect (1) year from issuance to help with tracking contractor licenses and to allow contractors to have a full year of their license, increase insurance requirements to keep up with increased costs of material and labor, and add new sections to further establish the responsibilities of contractors in the City of Fort Lupton as well as outlining the disciplinary procedures, violations and penalties if such responsibilities are not met.

FINANCIAL CONSIDERATIONS
N/A

LEGAL/POLITICAL CONSIDERATIONS
N/A

ALTERNATIVES/OPTIONS

1. Adopt the proposed Ordinance.
2. Deny the proposed Ordinance.
3. Refer back to staff for further study.

STAFF RECOMMENDATIONS

After careful consideration and discussion with the Building Official, City Staff recommends approval of this proposed changes of Article IV Chapter 6 of the Fort Lupton Municipal Code.

Attachments: a. Ordinance 2023-XXXX

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

_____ City Clerk

_____ Date

ORDINANCE NO. 2023-xxx

INTRODUCED BY:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, AMENDING CHAPTER 6, ARTICLE IV, SECTIONS 6-112—6-116 AND ENACTING TWO (2) SECTIONS, 6-116 RESPONSIBILITIES OF CONTRACTOR AND 6-117 DISCIPLINARY PROCEDURES, VIOLATIONS AND PENALTIES OF THE FORT LUPTON MUNICIPAL CODE

WHEREAS, City Council deems it necessary to revise specific provisions of the Fort Lupton Municipal Code; and

WHEREAS, City Council finds that amendments to Chapter 6, Article IV are necessary to provide clarity to the standards set forth for building contractors; and

WHEREAS, City Council finds that it is the best interest of the health, safety and welfare of the citizens that the provisions set forth herein be enacted;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, WELD COUNTY, COLORADO:

Section 1. Chapter 6, Article IV, Section 6-111 of the Fort Lupton Municipal Code is hereby revised as follows:

(a) The intent and purpose of this Article is to ensure that contractors doing business within the City have the minimum qualifications and maintain adequate liability insurance to perform construction by the issuance of a contractor's license as set forth herein.

(b) For the purposes of this Article, the following terms shall have the following meanings:

Building Contractor means a person or company in the business of remodeling, fix-up type construction, roofing, siding, concrete, excavations or other work requiring permits under the International Building Code or regulated under other related codes and ordinances as adopted by the City.

Contractor's License means the license issued to a contractor performing construction work within the City.

Contractor's License Type means the specific license that pertains to the type of work that is performed by the contractor. The type of license may include or exclude certain work that can be performed by the contractor.

Contractor means any person, firm, partnership, corporation, association, other organization, or any combination thereof that performs construction work within the City unless otherwise specified in this Article.

Construction means the work, including the erection, alteration, demolition, movement, repair, or remodeling, of any building or structure, or portion thereof, requiring a building permit

pursuant to the Building Code and any work within the public ways or on any public facility in the City.

Electrical Contractor means a person or company involved in electrical work that requires permits under the National Electrical Code or is regulated under other related codes and ordinances as adopted by the City.

General Building Contractor means a person or company in the business of new construction. This contractor is one who builds one (1) or more dwelling units or commercial or similar business-type buildings per year.

Heating, Ventilating and Air Conditioning (HVAC) Contractor means a person or company involved in installing furnaces, heaters, ventilating equipment, air conditioning or other work requiring permits under the International Mechanical Code or regulated under other related codes and ordinances as adopted by the City.

Plumbing Contractor means a person or company involved in plumbing that requires permits under the International Plumbing Code or is regulated under other related codes and ordinances as adopted by the City.

Section 2. Chapter 6, Article IV, Section 6-112 of the Fort Lupton Municipal Code is hereby repealed and reenacted as follows:

Sec. 6-112. – License Type and Competency Requirements

(a) It shall be unlawful for any person or entity to perform any work described herein without first obtaining the required license.

(b) Fees shall be charged one (1) year from the date of issuance and licenses shall be required as follows:

(1) Building Contractor "B-C." Any building contractor as defined in Section 6-111 above shall be required to hold a Building Contractor "B-C" license.

(2) Electrical Contractor "E." Any electrical contractor as defined in Section 6-111 above shall be required to hold an Electrical Contractor "E" license. Prior to issuance of this license, the electrical contractor shall be required to provide a copy of a current master electrician's license as issued by the State. An individual who builds only one (1) single-family residential dwelling with the intent of personal occupancy or completes work as an owner/occupant of a single-family residential dwelling shall be excluded from this licensing requirement.

(3) General Building Contractor "A." Any general building contractor as defined in Section 6-111 above shall be required to hold a General Building Contractor "A" license. An individual who builds only one (1) single-family residential dwelling with the intent of personal occupancy shall be excluded from this licensing requirement.

(4) Heating, Ventilating and Air Conditioning Contractor “Class-C." Any heating, ventilating and air conditioning contractor as defined in Section 6-111 above shall be required to hold a Heating, Ventilating and Air Conditioning Contractor "Class-C" license. An individual who builds only one (1) single-family residential dwelling with the intent of personal occupancy

or completes work as an owner/occupant of a single-family residential dwelling shall be excluded from this licensing requirement.

(5) Plumbing Contractor "P." Any plumbing contractor as defined in Section 6-111 above shall be required to hold a Plumbing Contractor "P" license. Prior to issuance of this license, the plumbing contractor shall be required to provide a copy of a current master plumber's license as issued by the State. An individual who builds only one (1) single-family residential dwelling with the intent of personal occupancy or completes work as an owner/occupant of a single-family residential dwelling shall be excluded from this licensing requirement.

(c) Prior to being issued a contractor's license, the applicant must provide proof of competency in one of the following manners:

(1) The applicant shall provide documentation to the town that the individual who is performing or overseeing the work has successfully passed the International Code Council (ICC) exam, or

(2) The applicant shall provide documentation that it has received a comparable contractor's license from a municipality or other government agency that has the same or higher application requirements.

Section 4. Chapter 6, Article IV, Section 6-113 of the Fort Lupton Municipal Code is hereby revised as follows:

All contractors shall be required to submit a certificate of general liability insurance with coverage of not less than one million dollars ($1,000,000.00) for injury to or death of one (1) person and one million dollars ($1,000,000.00) for injury to or death of more than one (1) person in any single accident or event, and for not less than one million dollars ($1,000,000.00) for property damage or destruction. All contractors shall be required to submit a certificate of workers' compensation insurance if employees are being compensated for labor as required by state law. The insurance certificate must list the City of Fort Lupton as the certificate holder and include City Hall's address.

Section 5. Chapter 6, Article IV, Section 6-116 of the Fort Lupton Municipal Code is hereby enacted as follows:

Sec. 6-116. Responsibilities of Contractor.

(a) The contractor shall be responsible for all construction performed pursuant to a building permit, which work will be completed without substantial departure from the drawings and specifications filed and approved by the City, subject to approved changes. The contractor shall observe the following standards:

(1) The contractor shall obey all notices and orders issued by the Building Official.
(2) The contractor shall observe generally accepted safety standards.
(3) The contractor shall maintain liability insurance and workers' compensation insurance as set forth in the contractor's application. Upon request, proof of insurance shall be provided to the Building Official.

(4) Upon request, the contractor shall identify all subcontractors performing construction and contracting with the contractor.
(5) The contractor shall maintain a current address and contact telephone number with the Building Official.
(6) The contractor shall not proceed with construction until after the issuance of a building permit, and any other required permits, and shall obtain the required inspections and authorizations to proceed with the work authorized under the permit(s).
(7) If a contractor is released from or abandons construction, the contractor shall immediately notify the Building Official in writing. No further work shall be done on a construction project until the Building Official is notified in writing of the intended resumption by an owner, or a different contractor entitled to obtain a building permit.

Section 6. Chapter 6, Article IV, Section 6-117 of the Fort Lupton Municipal Code is hereby enacted as follows:

Sec. 6-117. Disciplinary Procedures, Violations, and Penalties.

(a) When the Building Official determines that a contractor has committed a violation of this Article, the Building Code or the Code, the Building Official may order a suspension or revocation of the contractor's license.
(b) Notification of the suspension or revocation shall be in writing and shall be delivered to the contractor by certified mail to the contractor's last known address, as contained on the contractor's application. The notification shall state in reasonable detail the essential facts and reasons for said action and shall advise the contractor of the right to submit a written appeal to the Building Official within fifteen (15) days, setting forth in detail the basis of the appeal.
(c) Upon appeal, the Building Official shall have the power to affirm the suspension or revocation and take any other disciplinary action when the Building Official determines that the contractor has committed any of the following:
    (1) Knowing or deliberate disregard of this Article, the Building Code, or the Code.
    (2) Failure to comply with any lawful requirement of the Building Official.
    (3) Misrepresentation of a material fact in obtaining a building permit or a contractor's license.
    (4) Employing subcontractors to perform construction for which a contractor's license is required under this Article when such workers are neither employees nor exempt as defined under this Article.
    (5) Requesting repeated inspections when such inspections reveal that the work performed by the contractor fails to comply with the Building Code and such repeated noncompliance occurs in a manner or to an extent that demonstrates that the contractor either is negligent, not providing adequate supervision or not qualified to perform or supervise the work.
    (6) When the Building Official suspends a contractor's license, the Building Official shall state the period and conditions of the suspension.
    (7) When the Building Official revokes a contractor's license and the contractor does not file an appeal, or when the Building Official revokes a contractor's license pursuant to Subsection (c) above, the contractor shall not be granted another contractor's license without approval of the Building Official. After revocation, the Building Official, in deciding whether to approve a new contractor's license, shall determine whether the contractor has demonstrated that any previous governmental disciplinary action has resulted in the rehabilitation of the contractor to good and disciplined character for lawful conduct as a contractor.

Secs. 6-118—6-130. Reserved.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 18th Day of December 2023.

PUBLISHED in the Fort Lupton Press the 28th day of December 2023.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this __ Day of ___2023.

PUBLISHED BY TITLE ONLY the ___day of __2023.

EFFECTIVE (after publication) the __day of __2024.

CITY OF FORT LUPTON, COLORADO

_____

Zo Hubbard, Mayor

ATTEST:

_____

Maricela Peña, City Clerk

Approved as to form:

_____

Andy Ausmus, City Attorney

City Council Meeting
Date: December 18, 2023
Staff: Thomas Samblanet,
Library Director

AM 2023-188
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of Edward Garboczi to the Fort Lupton Public and School Library Board as a Trustee for a Term to Expire December 31, 2027

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Edward Garboczi has made application for the Fort Lupton Public and School Library Board. Per the Intergovernmental Agreement, three (3) trustees shall be appointed by the City Council.

All voting members of advisory committees shall live within one of the following zones: school district, fire district, or Fort Lupton zip code.

Edward Garboczi has submitted an application for the Mayor to consider appointment to the Fort Lupton Public and School Library Board. Per the Intergovernmental Agreement, executed November 18, 2013, between the City of Fort Lupton and the Weld County School District Re-8, three (3) trustees shall be appointed by the City Council and three (3) trustees shall be appointed by the School Board. Each board member's term shall not exceed four (4) years and no board member may serve more than two (2) consecutive terms. This will be Mr. Garboczi's first term.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Approve the Resolution.
2. Don't approve the Resolution.

STAFF RECOMMENDATIONS

Approve the proposed resolution.

Attachments: a. Proposed Resolution

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

_____ City Clerk

_____ Date

RESOLUTION 2023Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF EDWARD GARBOCZI TO THE FORT LUPTON PUBLIC AND SCHOOL LIBRARY BOARD FOR A TERM TO EXPIRE DECEMBER 31, 2027

WHEREAS, Edward Garboczi has submitted an application for the Mayor to consider appointment to the Fort Lupton Public and School Library Board; and

WHEREAS, per the Intergovernmental Agreement executed November 18, 2013, three (3) trustees shall be appointed by the City Council; and

WHEREAS, each board member's term shall not exceed four (4) years and no board member may serve more than two (2) consecutive terms; and

WHEREAS, this will be Edward Garboczi's first term.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of Edward Garboczi to the Fort Lupton Public and School Library Board for a term to expire December 31, 2027.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 18th DAY OF DECEMBER 2023.

City of Fort Lupton, Colorado

_____

Zo Hubbard, Mayor

Attest:

_____

Maricela Peña, City Clerk

Approved as to form:

_____

Andy Ausmus, City Attorney

City Council Meeting
Date: December 18, 2023
Staff: Leann Perino,
Finance Director

AM 2023-185
Public Hearing☐

SUBJECT FOR DISCUSSION

Approve a Contract with Debt Book for an Amount Not to Exceed $30,000 to be Paid from the Finance Department's Capital Expenditures in the General Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Debt Book software will track debt service schedules, timelines for reporting continuing disclosures, create journal entries and note disclosures for the yearend financial statement. The software can handle all the journal entries and disclosures for debts, leases and software subscriptions to GASB standards.

In 2022, we paid CliftonLarsonAllen $17,000 to implement GASB87 and produce the year end journal entries and note disclosures. There were some issues with the final product and understanding the deliverables. In 2023, we need to recalculate the GASB87 schedules and implement GASB96.

Debt Book will take all our contacts for leases, subscriptions, loans and bonds and implement the software.

We feel it may be more beneficial to have a year-to-year contract. If software does not meet expectations we can cancel after the first year.

FINANCIAL CONSIDERATIONS

The Finance Department in the general fund has $350,000 budgeted to implement new accounting software.

	Implementation	Annual Price	Total Cost Year 1
Lease & Subscriptions	$2,500	$10,000	$12,500
Debt Module	2,500	15,000	17,500
Cost	$5,000	$25,000	$30,000
Three Year Contract Discount	0	-6,600	-6,600
Total Cost	$5,000	$18,400	$23,400

LEGAL/POLITICAL CONSIDERATIONS

The City Attorney has reviewed and approved the contract.

ALTERNATIVES/OPTIONS

Do not implement new software.

STAFF RECOMMENDATIONS

Approve the Debt Book year-to-year contract for an amount not to exceed $30,000

Attachments: a. Debt Book Contract

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

_____ City Clerk

_____ Date

ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide the customer executing below ("**Customer**") with the Services subject to the terms established in this Order Form, including DebtBook's pricing document attached as **Exhibit A** and incorporated herein by this reference (the "**DebtBook Quote**").

The Services are subject to DebtBook's General Terms & Conditions, which have been provided to Customer (the "**Terms & Conditions**"), the Incorporated Documents referenced in the Terms & Conditions, and any additional terms set forth in **Exhibit B** to this Order Form (the "**Customer Terms**"), which, together with this Order Form and any other Order Form in effect from time to time, constitute the complete "**Agreement**" between the parties. The Agreement supersedes any prior discussion or representations regarding Customer's purchase and use of the Products and Services described in this Order Form.

Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Effective Date; Initial Term. The Effective Date of this Order Form will be the date indicated beneath the Customer's signature below unless a specific Effective Date is set forth in the Customer Terms. This Order Form will remain in effect for the Initial Term indicated in the DebtBook Quote.

Services. The DebtBook Quote sets forth the Services to be provided to Customer under this Order Form, including the specific Products to be provided to Customer through its access to the Application Services.

Fees. DebtBook will charge Customer a recurring Subscription Fee as set forth in the DebtBook Quote for Customer's access to the Onboarding Services, the Application Services, and the Support Services. To the extent applicable, DebtBook will also charge Customer an Implementation Fee as set forth in the DebtBook Quote for the Premium Implementation Services.

Billing. Unless otherwise provided in the Customer Terms, (1) all Fees will be due and payable annually and subject to the payment terms set forth in the Terms & Conditions, and (2) each invoice will be emailed to Customer's billing contact indicated in the DebtBook Quote.

Notices. Any Notice delivered under the Agreement will be delivered, if to the Customer, to the address indicated in the DebtBook Quote and, if to DebtBook, the address below DebtBook's signature below.

Authority; Execution. Each of the undersigned represents that (1) they are authorized to execute and deliver this Order Form on behalf of their respective party, (2) they are authorized to bind their respective party to the terms of the Agreement, and (3) if Customer is a Government Entity, sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer's current fiscal year. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK	CITY OF FORT LUPTON, CO
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Notice Address	**Date:** _____
PO Box 667950 Charlotte, NC 28266 Attention: Chief Operating Officer legal@debtbook.com	**Purchase Order Required**: Yes ____ No ____

Exhibit A

DebtBook Quote

[See attached.]

DebtBook

City of Fort Lupton, CO

Fort Lupton, CO
130 S McKinley Avenue
Fort Lupton, CO 80621
US

Kris Kindle
kkindle@fortluptonco.gov
+17204666121

Leann Perino
lperino@fortluptonco.gov
+13038576694

Quote created: November 20, 2023
Quote expires: December 29, 2023
Quote created by: Seth Badger
"Sr. Account Executive"
seth.badger@debtbook.com

Comments from Seth Badger

Please note the quote is for Debt Management (Tier 2) and Lease & Subscriptions Management (Tier 2) with Premium Implementation.

The Initial Term of this Order Form is for three years. The Application Services purchased under this Order Form include the Products listed below. The Services include the Application Services, the Onboarding Services, the Support Services, and the Implementation Services option indicated below. All invoices will be emailed to the Customer's billing contact at the following address: KKindle@fortluptonco.gov.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
2023 Tier 2 - Lease & Subscription DebtBook's lease management and SBITA management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.	23LSST2-2	1	$10,000.00 / year	$7,000.00 / year after $3,000.00 discount for 3 years
2023 Tier 2 - Lease & Subscription Premium Implementation The additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.	23LSPI2-2	1	$2,500.00	$2,500.00
2023 Tier 2 - Debt DebtBook's debt management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.	23DST2-2	1	$15,000.00 / year	$11,400.00 / year after $3,600.00 discount for 3 years
2023 Tier 2 - Debt Premium Implementation The additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.	23DPI2-2	1	$2,500.00	$2,500.00
			Total	**$23,400.00**

Questions? Contact me

Seth Badger
"Sr. Account Executive"
seth.badger@debtbook.com

Exhibit B

Customer Terms

The additional terms set forth below constitute "**Customer Terms**" for all purposes of the Agreement, apply to the Products and Services purchased under this Order Form, and modify any conflicting provision in the Agreement.

Section 8(c) is hereby deleted from the Agreement.

For the avoidance of doubt, the **Governing State** is Colorado.

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these "**Terms & Conditions**") which govern Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, Customer agrees to be bound by these Terms.

1. Definitions.

"**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

"**Agreement**" means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

"**Application Obligations**" means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

"**Application Services**" means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

"**Appropriate Security Measures**" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

"**Authorized User**" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

"**Customer**" means the person or entity purchasing the Services as identified in the Order Form.

"**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"**Customer Terms**" means the terms set forth in or otherwise identified and incorporated into the Order Form. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Order Form.

"**DebtBook**" means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

"**DebtBook IP**" means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"**DebtBook Quote**" means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

"**Documentation**" means DebtBook's end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook's website at https://support.debtbook.com.

"**Feedback**" means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

"**Guided Implementation Services**" means DebtBook's standard Implementation Services option, including basic implementation support, guidance, and training.

"**Governing State**" means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, "Governing State" means the State of North Carolina.

"**Government Entity**" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"**Implementation Services**" means DebtBook's Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

"**Incorporated Documents**" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at https://www.debtbook.com/legal.

"**Initial Term**" means the Initial Term established in the Order Form.

"**Onboarding Services**" means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

"**Order Form**" means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and these Terms & Conditions.

"**Premium Implementation Services**" means DebtBook's premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

"Pricing Tier" means, if applicable, Customer's pricing tier for each Product as of the date of determination.

"**Privacy Policy**" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"**Products**" means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

"**Renewal Term**" means any renewal term established in accordance with the terms of the Agreement.

"**Services**" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services. For the avoidance of doubt, "Services" includes the underlying Products made available to Customer through access to the Application Services.

"**SLA**" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"**Support Services**" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"**Term**" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"**Usage Policy**" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

3. Services and Support**.**

(a) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(b) Implementation Services. DebtBook will provide Implementation Services for each Product to the extent indicated for such Product in the applicable Order Form. Unless DebtBook has agreed to provide Premium Implementation Services for any such Product in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services for such Product at no additional charge. At Customer's request, DebtBook will identify in an Order Form those Products for which DebtBook will provide Premium Implementation Services. For each Product indicated for Premium Implementation Services, DebtBook will charge Customer a one-time Fee for the Premium Implementation Services as set forth in such Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(c) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "**Fees**"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars within 30 days of its receipt of a valid invoice unless other payment terms are set forth in the Customer Terms. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's prompt payment act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is

responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee

regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED $1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other

purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

City Council Meeting
Date: December 18, 2023
Staff: Leann Perino,
Finance Director

AM 2023-190
Public Hearing☐

SUBJECT FOR DISCUSSION

Approve Contract with ADP for Payroll and Human Resource Services for an Amount Not to Exceed $31,379.60 to be paid from the General Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The finance department is planning to implement software in 2024. The ADP payroll software will replace the payroll module in Incode and the new software chosen.

ADP will provide payroll services, file all IRS forms (per payroll, quarterly and annually), provide I-9 verification, interface with Employee Navigator (used for insurance enrollments and onboarding for HR), interface with Time Clocks Plus (to set up new employees as well as download time for payrolls.) They will provide all data conversion service for seven years of payroll data and provide an employee self-service module.

FINANCIAL CONSIDERATIONS

The first year of services, based on 245 employees, will cost $25,392.92 plus $7,900 for implementation. ADP is offering a discount of $3,826.70 spread over two years. The first year cost is estimated to be $31,379.60. Cost are based on the number of employees per payroll.

	Rate	Cost Per Payroll	Annual Cost
Base Fee (per payroll)	$71.00	$ 71.00	$ 1,846.00
Processing fee (per employee per payroll)	$ 1.70	$416.50	$10,829.00
Courier Delivery fee for live checks (per payroll)	$20.00	$ 20.00	$ 520.00
Total Payroll Fee		$507.50	$13,195.00
HR Fees (per employee per month)	$3.83	$983.35	$11,260.20
Total Payroll & HR Services		$1,490.85	$24,455.20
Annual W2 (per employee)	$5.95		$1,457.75
Annual Total			$25,912.95

*** $20 per payroll courier fee is not included in the Annual Total estimated by ADP

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

Do not implement ADP payroll.

STAFF RECOMMENDATIONS

Approve the ADP contract

Attachments:

a. ADP Contract
b. Addendum

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

_____
City Clerk

_____
Date

ADDENDUM
to
GLOBAL MASTER SERVICES AGREEMENT
between
ADP, INC.
and
City of Fort Lupton

This Addendum, made and effective as of the date of the last signature hereto between ADP, Inc. ("**ADP**") and City of Fort Lupton ("**Client**"), contains changes, modifications, revisions and additions to the ADP Global Master Services Agreement dated of even date herewith between ADP and Client (as amended, the "**Agreement**").

In consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

1. Section 1.2 (General) of the Agreement is hereby amended by adding the following new definition to the end of the Section and all references to "gross negligence" within the Agreement shall be replaced with the defined term "Gross Negligence":

   "**Gross Negligence**" shall be defined as: (1) willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or (2) failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention."

2. Section 6.2 (Client Indemnity) of the Agreement is hereby deleted (including section title) and replaced with the following: "**Client Agreement in Lieu of Infringement Indemnity.** Client expressly warrants that (i) Client will not use ADP Services or ADP Application Programs to infringe a third party's patent, copyright, or trademark rights or make unlawful use of any third party's trade secret and (ii) Client Content provided to ADP for use as contemplated by this Agreement does not infringe any third party right. Client acknowledges its breach of these obligations could result in claims by third parties. Client agrees to assume responsibility for its own actions and liability arising from its actions to the fullest extent permitted by law. Client covenants that it will not by its actions cause a Client Infringement Event. Client shall be solely responsible for updating and maintaining the completeness and accuracy of all Client Content."

3. Section 7.1 (Ordinary Cap) of the Agreement is hereby amened by replacing "six (6) times" with "twelve (12) times".

4. Section 7.2 (Extraordinary Cap) of the Agreement is hereby amended as follows:

   a. Replace "additional six (6) times" with "additional twelve (12) times" in the first sentence; and

   b. Replace "twelve (12) times" with "twenty-four (24) times" in the last sentence.

5. Section 11.2 (Additional Services and Charges) of the Agreement is hereby amended by revising the first sentence to read the following: "Any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at mutually agreed upon rates as they occur; and those services will be considered to be "Services" for purposes of this Agreement."

6. Section 15.12 (Governing Law) of the Agreement is hereby amended by replacing “New York” with “Colorado”.

7. Section 15.14 (Jurisdiction) of the Agreement is hereby amended by replacing “state and federal courts of New York, New York” with “state and federal courts of Colorado” in the first and second sentence.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum. This Addendum may be executed in multiple original copies, identically worded, and each such executed copy constitutes an original. Electronic signatures in connection with the electronic signature delivery system utilized by ADP and signatures transferred in .pdf or a similar format for scanned copies of documents are original signatures for all purposes of this Addendum and the Agreement.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the last date below.

ADP, Inc.	**City of Fort Lupton**
[ADP Signature]	[Client Signature]
[ADP Name]	[Client Name]
[ADP Title]	[Client Title]
[ADP Date]	[Client Date]

City Council Meeting
Date: December 18, 2023
Staff: Jacqueline Chavez, Safety & Risk Coordinator

AM 2023-186
Public Hearing☐

SUBJECT FOR DISCUSSION

Accept the 2024 Workers' Compensation Quotation from Pinnacol Assurance in the Amount of $250,021.00 and Accept the Boiler and Machinery Quotation from Travelers in the Amount of $6,754.00 and Accept the Cyber Liability Quotation from Travelers in the Amount of $19,308.00 for a Total of $276,083.00.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

IMA is the City's broker of record for Worker's Compensation, Boiler and Machinery and Cyber Liability coverages. They have provided the renewal numbers for these lines of coverage for 2024.

The total cost for the Workers Compensation has gone up for 2024. There are three major factors in Workers Compensation rates: total payroll, rate by occupation and experience rating (eMod). Total payroll is expected to increase in 2024 over 2023. The rates by occupation have increased slightly in several areas.

The eMod rating for 2023 is 0.99 and has provided us with a discount on our premium for 2024. For reference, a number above 1 means that your claims are above average; below 1.00 means your claims are below average.

For 2023, Pinnacol offered a renewal at $280,021.00, a 30% and $57,727 increase over 2023. Pinnacol offered a fair renewal based on the three major factors, with the driving factor being an increase in employees on Payroll during 2023.

The City did apply and was awarded Cost Containment Certification by the state in 2023. This is a certification that verifies that organizations adhere to best safety practices. It also qualifies organizations for discounts on their renewal. Fort Lupton is expected to renew this certification in January with a savings of $14,225 for 2024.

The cost of the Boiler and Machinery coverage increased due to the increase in the City's assets. For 2024, Travelers offered the renewal at $6,754, a 14.6% and $859.00 increase over 2023.

The City's Cyber Liability coverage is increasing again for 2024. The public entity sector has been particularly vulnerable to all manner of cyber-attacks. For 2024, Travelers offered the renewal at $19,308.00, a 30% and $4,425 increase over 2023. This increase is contributed to a reported increase in revenue that the city had in 2022.

FINANCIAL CONSIDERATIONS

The summary of the cost are as follows:

Coverage	Cost
Workers Compensation	$ 250,021.00
Boiler and Machinery	$ 6,754.00
Cyber	$ 19,308.00
Total	**$ 276,083.00**

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

_____ City Clerk

_____ Date

The final cost of the Workers' Compensation will likely change after the payroll audit is completed because payroll cost varies.

The 2024 budget has $232,781 budgeted for workers compensation across all the funds. A $17,240 supplemental adjustment will be needed.

LEGAL/POLITICAL CONSIDERATIONS

The City must carry Workers' Compensation coverage for its employees as required by law. Workers' Compensation is coverage that is set by statute, so the coverage is standardized.

The other coverages are not required, but providing protection for the City's assets is important.

ALTERNATIVES/OPTIONS

1) Shop the coverage and consider other carriers or an insurance pool.
2) Opt to be a Self-Insured municipality.

STAFF RECOMMENDATIONS

Accept the Workers Compensation, Boiler and Machinery and Cyber Liability coverage quotations.

Attachments:
a. IMA Insurance Proposal January 2024
b. IMA Insurance Cyber Liability Proposal

INSURANCE PROPOSAL

CITY OF FORT LUPTON

January 2024

ABOUT IMA

6TH LARGEST
INDEPENDENTLY OWNED BROKER
IN THE UNITED STATES

IMA Financial Group, Inc. (IMA) is one of the largest and fastest growing privately held insurance brokerage firms in the United States.

Our performance and customer loyalty speaks volumes of IMA's commitment to protecting assets and making a difference. In fact, over the past five years IMA has doubled our revenue while retaining our customers.

NU/AA&B COMMERCIAL AGENCY AWARDS FOR EXCELLENCE 2010

2016 FORTUNE TOP 50 BEST PLACES TO WORK FOR PARENTS

BUSINESS INSURANCE. BEST PLACES TO WORK 2021
AWARD WINNERS — 2020 | 2021

BUSINESS STRENGTH
Over $400 Million in Revenue

CARRIER RELATIONSHIPS
Over $5 Billion in Premium Placed Annually

EMPLOYEE OWNED
1,700+ Owners Focused on Clients' Success

IMA FOUNDATION
Community Focused

CLIENT FOCUSED
95% Client Retention Rate

GLOBAL REACH
Clients in all 50 States + Over 100 Countries

YOUR IMA TEAM

More Than Just Insurance.

Building, Developing & Maintaining **Relationships.**

Protecting Assets Is What We Do,
Making A Difference Is Who We Are.

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Associate Sales Manager
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Account Executive
Executive Risk Solutions
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PAUL DIGRADO
Claims Account Executive
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paul.digrado@imacorp.com

JASON MCFARLAND
Risk Control Specialist
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jason.mcfarland@imacorp.com

PREMIUM SUMMARY

COVERAGE	PREMIUM
Workers' Compensation	$ 250,021.00
Cyber Liability	$ 19,308.00
Boiler & Machinery	$ 6,754.00
Total	**$276,083.00**

PAYMENT TERMS

COVERAGE	PREMIUM
Workers' Compensation – Direct Bill, premium paid to carrier	$ 250,021.00
Cyber Liability – Agency Bill, premium paid to IMA	$ 19,308.00
Boiler & Machinery – Agency Bill, premium paid to IMA	$ 6,754.00
Total	**$276,083.00**

The premium finance options shown are an indication only, subject to full credit approval.

ACH Payment Instructions to IMA Financial Group, Inc.

Alpine Bank	Routing Number: 102103407
2200 Grand Ave.	Account Number: 8910457681
Glenwood Springs, CO 81601	Email: *payments@imacorp.com*

IMA now accepts online payments via ePay. It's fast, easy and mobile.
https://ima.epaypolicy.com

Transaction Charges:
Credit Card Transactions: 3.25%

WORKERS' COMPENSATION

Issuing Company	Pinnacol Assurance
Policy Term	1/1/2024 to 1/1/2025

COVERAGES

DESCRIPTION	LIMIT
Employer's Liability – Each accident	$ 1,000,000
Employer's Liability – Disease policy limit	$ 1,000000
Employer's Liability – Disease each employee	$ 1,000,000

ESTIMATED PREMIUM

DESCRIPTION	ADJUSTMENT	AMOUNT
Ratable Manual Premium based on Total Payroll		$266,110
Increased Limits (1,000,000/1,000,000/1,000,000)	1.008	$2,123
Deductible Discount ($500 Deductible)	.981	($5,042)
Experience Modification	.990	($2,624)
Schedule Rating & Designated Provider	1.095	$24,683
Premium Discount	.907	($25,136)
Annual Policy Fee		$160
Terrorism & Catastrophe Insurance Coverage		$1,766
Self-Rating Adjustment	1.009	$2,206
Cost Containment Credit		($14,225)
Net Estimated Annual Premium	.950	$250,021

PREMIUM & EXPOSURE COMPARISON

DESCRIPTION	2023-2024	2024-2025	% CHANGE
Total Payroll	$10,450,291	$11,774,555	12.7%
Exp. Mod Rating	1.19	.990	-16.8%
Total Premium	**$192,294**	**$250,021**	**30%**

BOILER & MACHINERY

Issuing Company	Travelers
Policy Term	1/1/2024 to 1/1/2025

COVERAGES

DESCRIPTION	LIMIT
Total Limit per breakdown/per location	$30,000,000
Property Damage Limit per breakdown	Included in Total Limit per breakdown
Property Damage deductible	$2,500
Business Income & Extra Expense per breakdown	$1,000,000
Business Income & Extra Expense deductible	24 hours

PREMIUM & EXPOSURE COMPARISON

DESCRIPTION	2023-2024	2024-2025	% CHANGE
Building limit	$66,562,561	$81,827,835	22.9%
Contents limit	$5,459,636	$7,896,406	44.6%
Premium	**$5,895**	**$6,754**	

There are numerous factors contributing to our success, some of which we believe include:

EXPERIENCE

IMA has over 45 years of proven experience within the insurance brokerage industry.

EMPLOYEE OWNED

IMA is proud to be employee-owned.

MARKET CLOUT

IMA places over $2.6 billion in insurance premiums annually.

REACH

IMA has relationships with insurance carriers with extensive expertise.

CLIENT SERVICE

In today's turbulent insurance market, we believe that IMA provides the right products at a competitive price and with superior service.

CLAIMS

We are your advocate. Prompt reporting, early intervention, aggressive investigation, timely settlements and excellent communication are the foundation of our Claims Management philosophy.

RISK CONTROL

IMA's Risk Control Department is staffed with experienced professionals. From strategic planning to implementation, our Risk Control services are designed around your needs.

SPECIALTY PRACTICES

IMA's industry practices are the foundation of our growth and our knowledge in these unique market segments is unequaled amongst our peers.

> PROTECTING ASSETS IS WHAT WE DO,
> **MAKING A DIFFERENCE IS WHO WE ARE.**
>
> - **ROB COHEN**, Chairman & CEO, IMA Financial Group

About IMA Financial Group

IMA Financial Group, Inc. (IMA) is an integrated financial services company specializing in risk management, insurance, employee benefits solutions and wealth management. It is the sixth-largest privately held and employee-owned insurance broker in the country and employs 1,700+ associates.

Please visit http://imacorp.com/terms-service/ to review our full privacy and compensation disclosure statements.

EXECUTIVE LIABILITY

WHEN TO CONTACT IMA

+ As soon as you receive notice of a claim, EEOC notice, demand, lawsuit, etc. (specific time frames for compliant reporting of claims apply to every policy)
+ Circumstances occur that may give rise to a Claim
+ Mergers or acquisitions are anticipated or occur
+ Majority ownership changes
+ Creation of new entities, subsidiaries or spin-offs
+ Location closures or employee layoffs are being contemplated
+ Public offerings, private placements or debt offerings are planned
+ Considering capital raises or other offerings that could materially change ownership
+ Asking employees to sit on the board of for profit companies
+ 20% or more of the Company's stock will change hands
+ Reviewing limits of liability and scope of coverage

Note: This list is not all inclusive. Please contact IMA if any changes occur to your business that you believe may be relevant to your insurance coverage.

DISCUSSION ITEMS

+ The cyber insurance marketplace continues to be "hard" as Cyber carriers are consistently looking to right-size their portfolios due to claims results over the last several years. There is an ongoing emphasis on rate increases and "must have" technical security controls. The frequency of ransomware claims has slowed, but the severity factor remains amongst other exposures. We continue to see the coverage evolve and this coverage is now deemed critical and essential to every organization's overall risk management strategy.
+ Specifically, municipality risks continue to be targets for cyber attacks. The high amount of sensitive and restricted information their data bases contain makes this type of network attractive for bad actors.

+ Due Fort Lupton's complete renewal submission, Travelers (the incumbent) is offering renewal terms with no changes in terms or conditions, but a premium increase which is attributable to the year over year increase in revenue.

+ Due to Travelers premium increase this renewal, we did approach two additional markets, Corvus and AIG. There terms are in line with the renewal we received and therefore we recommend staying with the incumbent market, Travelers.

PREMIUM COMPARISON

PER EXPIRING

CARRIER	EXPIRING COVERAGE 2023-2024	RENEWAL COVERAGE 2024-2025	% CHANGE
Travelers	$1M Limit / $25K Retention Total Premium: $14,883	$1M Limit / $25K Retention Total Premium: $19,308	**30%**

SUBJECTIVITIES

+ Please provide a copy of Year End 2022 Audited Financial Statements including balance sheet and income statement. (We were unable to pull the CAFR from your website.)

MARKETING SUMMARY

CARRIER	COVERAGE OPTIONS	
Travelers (Incumbent)	$1,000,000 ($25,000) Cyber - $250k ($10k) Social Engineering **$19,308** (Expiring was $14,833)	Increase in premium is attributable to an increase in Revenues from $26.9M to $59.8M
AIG	$1,000,000 ($50,000) Cyber - $250k ($50k) Social Engineering **$19,680 + Surplus Lines Taxes and Fees**	
Corvus	$1,000,000 ($25,000) Cyber - $250k ($25k) Social Engineering **$20,619 + Surplus Lines Taxes and Fees**	

CYBER LIABILITY

Carrier	Travelers Casualty and Surety Company of America A.M. Best Rating: A++ XV Admitted Carrier
Policy Period	January 1, 2024 to January 1, 2025
Named Insured	Fort Lupton, City of (and its subsidiaries per policy definition)
Limits of Liability	$1,000,000
Liability Retention	$ 25,000
Annual Premium	**$ 19,308** *(Expiring was $14,883)*

CYBER LIABILITY (CONTINUED)

Cyber Liability

COVERAGE	LIMIT	RETENTION
LIABILITY		
Privacy and Security	$1,000,000	$25,000
Payment Card Costs	$1,000,000	$25,000
Media	$1,000,000	$25,000
Regulatory Proceedings	$1,000,000	$25,000
BREACH RESPONSE		
Privacy Breach Notification	$1,000,000	$25,000
Computer and Legal Experts	$1,000,000	$25,000
Betterment	$100,000	50% Coins.
Cyber Extortion	$1,000,000	$25,000
Data Restoration	$1,000,000	$25,000
Public Relations	$1,000,000	$25,000
CYBER CRIME		
Computer Fraud	$1,000,000	$25,000
Funds Transfer Fraud	$1,000,000	$25,000
Social Engineering Fraud	$250,000	$10,000
Telecom Fraud	$100,000	$10,000
BUSINESS LOSS		
Business Interruption: + Wait Period + Period of Restoration	$1,000,000	 8 hours 180 days
Dependent Business Interruption – System Failure	$1,000,000	$25,000
Dependent Business Interruption – Outsource Provider	$1,000,000	$25,000
Dependent Business Interruption – Outsource Provider – System Failure	$1,000,000	$25,000
System Failure	$1,000,000	$25,000
Reputation Harm	$1,000,000	$5,000
ADDITIONAL FIRST PARTY PROVISIONS		
Accounting Costs Limit	$ 25,000	
Betterment Co-participation		50%
Period of Restoration		180 days
Reputation Harm Period of Indemnity		30 days
Wait Period		8 hours
AGGREGATE LIMIT	**$1,000,000**	

Prior & Pending/ Knowledge Date(s)

June 1, 2016

Notable Coverage Considerations

+ **Cyber**
  a. This is a claims-made policy.

This quotation is offered based upon exposures to loss that were made known to IMA at the time of this quotation. This presentation is intended for use as a summary only and does not include all of the policy terms, conditions and exclusions. Please refer to your actual policies for specific coverage information. Requests to bind or change coverage cannot be considered bound until you have received confirmation from an authorized IMA representative.

City Council Meeting
Date: December 18, 2023
Staff: Roy Vestal, Public Works Director / City Engineer

AM 2023-189
Public Hearing☐

SUBJECT FOR DISCUSSION

Approve Order with Badger Meter for New Water Meters and Endpoints for an Amount Not to Exceed $231,070.00 from 2023 Utility Fund - Water Line Repairs

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City currently charges new construction a meter fee to cover the costs of meter, endpoint and accessories associated with installation of new water service. This is budgeted under the Utility Fund, Water Line Repairs, meters and accessories.

Meters and endpoint delivery has been hindered by the microchip shortage and COVID supply issues. The City was ordering the valve capable meter combinations to help with shut-offs. With the new operations of no shut-offs, the valves are no longer needed with the meters.

The Badger meters and beacon reading system is the chosen AMI system for meter reading. The ultra-sonic meters order backlog has reduced significantly. Badger meter currently has a supply available of 500 meters and 300 endpoints. We recently received an order of 100 meters.

The large order of meters is now available with invoices totaling $231,070.00 as follows:

Summary of meters	Cost	Meters	
Inv # 1614906	$ 43,260.00	100	Meters & Accessories
Inv # 1224155	$156,680.00	500 / 300 EP	Replacement Meters
Inv # 3571628	$ 31,130.00	100 EP	Meters & Accessories
TOTAL	$231,070.00		

FINANCIAL CONSIDERATIONS

The Utility Fund - Water Line Repairs contains a remaining budget for Meter & Accessories of $159,958.59 in 400-5000-520900 to account for the meters and accessories purchased for new water service. The Utility Fund - Water Line Repairs contains a remaining budget for Replacement Meters of $179,439.74 in 400-5000-520901 to account for the Replacement Meters.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve purchase order with Badger Meter
- Do not Approve purchase order
- Do nothing

STAFF RECOMMENDATIONS

Staff recommends approving purchase order with Badger Meter for not to exceed $231,070.00 for water meters and endpoints purchase.

Attachments: a. Badger Invoices (3)

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

_____ City Clerk

_____ Date

ORIGINAL INVOICE

INVOICE

Mail all remittances to:
Box 88223
Milwaukee, WI 53288-8223

Badger Meter

4545 W Brown Deer Rd. P.O. Box 245036
Milwaukee, WI 53224-9536 (414) 355-0400
Credit Inquiries - credit@badgermeter.com

INVOICE NUMBER	DATE
1614906	10/30/23
D-U-N-S 00-606-9710	
NET 30 DAYS	

FED I.D. #39-0143280
GST# 123746141

SOLD TO CUSTOMER: 50812
CITY OF FORT LUPTON
130 S MCKINLEY
FORT LUPTON, CO 80621

SHIP TO CUSTOMER: 3
CITY OF FORT LUPTON
800 12TH ST
FORT LUPTON, CO 80621

CUSTOMER PO#	SHIPPING TERMS	FREIGHT CARRIER
REQ01362	FREIGHT PREPAID	XPO Logistics
ORDER DATE	INCO TERMS	TRACKING NUMBER
01/04/23	FCA FACTORY	242030600
PROPOSAL #	FINAL DESTINATION	WAREHOUSE / ORDER#
	UNITED STATES	AZ 1134478

LINE	PRODUCT DEFINITION	UNIT PRICE	EXTENDED PRICE USD
1	Badger Meter Item: 100-5981		
	EV-EBA-PXTX-E5-CA-19AE-A7Y2-XXTH-XX-B0A		
	Ordered: 100.000 Shipped: 100.000	432.6000	43260.00
	5427 RYAN FENTON		
	PRODUCT TYPE EV - E-SERIES ULTRASONIC PLUS LEAD-FREE BRZ (NSF-61-372)		
	METER TYPE EBA - 3/4" (3/4 X 7-1/2)		
	WATER APPLICATION P - POTABLE		
	CONNECTIONS/GASKETS XT - NONE -THICK WASHERS		
	ACCESSORIES X - NONE		
	REGISTRATION E5 - ENCODER		
	TECHNOLOGY CA - FOR CONNECTIVITY TO ORION		
	REGISTRATION FACE 1 - STANDARD		
	UNIT OF MEASURE/DIAL RES 9A - 9 DIAL - 0.01 GALLONS		
	VISUAL BILLING UNITS E - 1,000		
	TESTING A7 - BADGER STD (TS-429)		
	SERIALIZATION METER Y2 - YR MFG 9D & PBB		
	APPLICATION XX - NONE		
	WIRING METHOD TH - TWIST TIGHT - 10 FT (MTR, ASSY)		
	ENDPOINT SHIPMENT MODE XX - N/A		
	CUSTOMER ID B0A - BADGER METER STANDARD (ID=B0A)		
	RELEASE STATUS REL - RELEASED		
	Sub Total		43260.00
	Total		43260.00
	Case Number: 00546126		

This invoice is made subject to the terms & conditions found on our web-site: https://www.badgermeter.com/terms-and-conditions. Terms and conditions related to service units, training, and professional services can be found here: https://badgermeter.com/service-units-terms-and-conditions. Goods covered by this invoice were produced in compliance with the provisions of the Fair Labor Standards Act of 1938 as amended.

ORDER ACKNOWLEDGMENT

Badger Meter

4545 W Brown Deer Rd. P.O. Box 245036
Milwaukee, WI 53224-9536 (414) 355-0400

ORDER NUMBER	DATE
1224155	12/11/23
D-U-N-S 00-606-9710	
NET 30 DAYS	

SOLD TO CUSTOMER 50812

CITY OF FORT LUPTON
130 S MCKINLEY
FORT LUPTON CO 80621

SHIP TO CUSTOMER 50812 3

CITY OF FORT LUPTON
800 12TH ST
FORT LUPTON CO 80621

CUSTOMER PO#	SHIPPING TERMS	FREIGHT CARRIER
ROY 12112023	FREIGHT PREPAID	
ORDER DATE	INCO TERMS	QUOTED FREIGHT
12/11/23	FCA FACTORY	
PROPOSAL #	FINAL DESTINATION	WAREHOUSE
	UNITED STATES	D1

LINE	PRODUCT DEFINITION	ESTIMATED SHIP DATE	UNIT PRICE	EXTENDED PRICE USD
1	Badger Meter Item: 105-0451 EB-EAC-PXTX-E5-CA-19AE-K1Y2-XXTH-XX-B0A Remaining: 500 5472 DOMINICK FENTON PRODUCT TYPE EB - E-SERIES G2 ULTRASONIC LEAD FREE B- METER TYPE EAC - 5/8" X 3/4" (3/4 X 7-1/2) WATER APPLICATION P - POTABLE CONNECTIONS/GASKETS XT - NONE -THICK WASHERS ACCESSORIES X - NONE REGISTRATION E5 - ENCODER TECHNOLOGY CA - FOR CONNECTIVITY TO ORION REGISTRATION FACE 1 - STANDARD UNIT OF MEASURE/DIAL RESO 9A - 9 DIAL - 0.01 GALLONS VISUAL BILLING UNITS E - 1,000 TESTING K1 - BADGER STD (TS-568) SERIALIZATION METER Y2 - YR MFG 9D & PBB APPLICATION XX - NONE WIRING METHOD TH - TWIST TIGHT - 10 FT (MTR, ASSY) ENDPOINT SHIPMENT MODE XX - N/A CUSTOMER ID B0A - BADGER METER STANDARD (ID=B0A) RELEASE STATUS REL - RELEASED	12/22/23	219.4300	109715.00
2	Badger Meter Item: 100-2810 E4-4E-AB-AG-TAAA-B0A Remaining: 300 5472 DOMINICK FENTON PRODUCT TYPE E4 - ENDPOINT ONLY REGISTRATION 4E - FOR ENCODER	12/22/23	156.5500	46965.00

*** CONTINUED ON NEXT PAGE ***

ACKNOWLEDGMENT ONLY - DO NOT PAY - THANK YOU FOR YOUR ORDER

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ORDER ACKNOWLEDGMENT

Badger Meter

4545 W Brown Deer Rd. P.O. Box 245036
Milwaukee, WI 53224-9536 (414) 355-0400

ORDER NUMBER	DATE
1224155	12/11/23
D-U-N-S 00-606-9710	
NET 30 DAYS	

SOLD TO CUSTOMER 50812

CITY OF FORT LUPTON
130 S MCKINLEY
FORT LUPTON CO 80621

SHIP TO CUSTOMER 50812 3

CITY OF FORT LUPTON
800 12TH ST
FORT LUPTON CO 80621

CUSTOMER PO#	SHIPPING TERMS	FREIGHT CARRIER
ROY 12112023	FREIGHT PREPAID	
ORDER DATE	INCO TERMS	QUOTED FREIGHT
12/11/23	FCA FACTORY	
PROPOSAL #	FINAL DESTINATION	WAREHOUSE
	UNITED STATES	D1

LINE	PRODUCT DEFINITION	ESTIMATED SHIP DATE	UNIT PRICE	EXTENDED PRICE USD
	TECHNOLOGY AB - ORION CELLULAR-LTE M APPLICATION AG - PIT/REMOTE, THRU THE LID KIT WIRING METHOD TA - TWIST TIGHT - 8 IN (EP) ENDPOINT SHIPMENT MODE AA - GROUND/OCEAN (PAUSED) CUSTOMER ID B0A - BADGER METER STANDARD (ID=B0A) RELEASE STATUS REL - RELEASED Case Number: 00759805			
	Line Subtotal			156680.00
	Sales Tax			.00
	Total			156680.00
	Badger Meter, Inc. reserves the right to recalculate sales tax and/or freight at time of invoice			
	** TAX WILL BE BILLED, IF EXEMPT, EMAIL VALID CERTIFICATE ** ** TO THE CREDIT DEPARTMENT AT BMITAXDEPT@BADGERMETER.COM **			

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Badger Meter

Domestic Quotation
Quotation No. 3571628

Badger Meter Inc.
4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536

Created Date 12-13-2023

To

Customer ID 00050812

CITY OF FORT LUPTON
130 S MCKINLEY
FORT LUPTON
Colorado 80621

Pricing Effective Dates 12-13-2023 - 06-12-2024

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
005472 DOMINICK FENTON	Proposal_3571628_12-13-2023	PREPAY/NO CHARGE FCA FACTORY	NET 30 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	**BMI Part No.**: **100-2810** **Cat String**: E4-4E-AB-AG-TAAA-B0A **Description:** EP Only, For Enc, ORION LTE-M, Thru Ld Instl Kit, TT-8in, Grnd/Ocean-Pause, BMI STD,	133	155.65	20,701.45
2	**BMI Part No.**: **103-6671** **Cat String**: E4-4E-AM-AG-TAAA-B0A **Description:** EP Only, For Enc, ORION CELL C, Thru Ld Instl Kit, TT-8in, Grnd/Ocean-Pause, BMI STD, 24 PACK,	67	155.65	10,428.55

Subtotal - USD	31,130.00
Total Price - USD	31,130.00

Notes and Assumptions

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

Actual lead time to be provided at time of order.

To aid in processing your order, please include the Quote number on the PO that is submitted for this proposal.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

Thank you for your business!

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If you would like to place an order, please contact us at Utilitymke@badgermeter.com or by calling 1-800-876-3837 Option 1.

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