



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, February 20, 2024
6:00 PM
130 South McKinley Avenue

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

Pledge of Allegiance

Call to Order

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

a. Golf Tournament Update

Approval of Agenda

Review of Accounts Payables

a. February 20, 2024 Accounts Payable

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

- a. January 16, 2024 City Council Meeting Minutes**
- b. February 6, 2024 City Council Meeting Minutes**
- c. Approving Resolution 2024R012 Approving the Lupton Land, LLC Subdivision Improvements Agreement for the Coyote Creek - Filing No. 5**
- d. AM 2024-026 Approving the Purchase of Cardio Equipment with the Recreation Center Expansion Project for a Total Cost of \$146,006.00 Allocated from the Recreation Center Expansion Fund**
- e. AM 2024-027 Approving the Purchase of Strength Equipment for the Recreation Center Expansion Project for a Total Cost of \$125,398.98 Allocated from the Recreation Center Expansion Fund**
- f. AM 2024-034 Approving an Agreement with Weld County Sheriff's Office to Provide Jail Services for Fort Lupton Municipal Court Offenders**
- g. AM 2024-035 Approving Purchase of Equipment for Patrol Vehicles in the Amount of \$49,803.20 Allocated from the Information Technology Budget**
- h. AM 2024-036 Approve Public Works Wastewater Disposal Agreement with Black Diamond Pumping for Disposal of Domestic Wastewater to the City Sanitary Sewer System**
- i. AM 2024-037 Approve Public Works Wastewater Disposal Agreement with Urgent Septic Services for Disposal of Domestic Wastewater to the City Sanitary Sewer System**
- j. AM 2024-038 Approving to Lease a Fleet of Golf Cars, Utility Cars, Beverage Car, and a Driving Range Picker from Masek Golf Cars for the Coyote Creek Golf Course**

- k. AM 2024-040 Approving a Resolution Establishing Guidelines for the Dedication of Memorials on City Property
- l. AM 2024-044 Adopting a Resolution Accepting an Annexation Petition and Initiating Annexation Proceedings for an Annexation known as the Ewing Annexation Submitted by Lewicki and Associates as the Representative for Tricycle Lane Texas, LLC and Setting the Public Hearing for April 16, 2024

Action Memorandum

- a. AM 2024-039 Approve the Mayor to Sign the Kerr-McGee Geophysical Operations Permit Agreement to Allow Kerr-McGee to Conduct a Geophysical Operation for a Vertical Seismic Profile Survey on City Property (Gun Club Parcel)
- b. AM 2024-041 The City Council, Acting as the Fort Lupton Utility Enterprise Board, Adopting an Ordinance to Revise Sections 13-25 Separate Connections Required (Sewer) and 13-86 Separate Connections Required (Water) of the Fort Lupton Municipal Code
- c. AM 2024-042 Approve Waiver of Fort Lupton Municipal Code Sections 13-25, Separate Connections Required (Sewer) and 13-86, Separate Connections Required (Water) for the CarMax Site Development
- d. AM 2024-043 Accept the USDA Rural Development Subsequent Loan of \$2,676,000 for the Construction of the Metro Force Main and Lift Station
- e. AM 2024-045 Approving Payment for Victim Advocacy Services through the City of Brighton in the Amount of \$48,590.34 for the Calendar Year 2024, Allocated from the Police Department Contractual Services Fund

Information Memorandum

- a. IM 2024-005 Award of Contract to Prairie Dog Pros, LLC for Prairie Dog Mitigation Services During the 2024 Season for an Amount Not to Exceed \$16,000.00 from the Public Works Shop General Fund
- b. IM 2024-006 Award of Contract to Vector Disease Control International, LLC for Integrated Mosquito Management Services During the 2024 Season for an Amount Not to Exceed \$20,698.52 from the Public Works Shop General Fund

Staff Reports

Mayor/Council Reports

Future City Events

- a. February 20, 2024 Upcoming Events

Upcoming Meetings

- a. February 27, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
March 5, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
March 12, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
March 19, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 02/07/2024 - 02/20/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Golf Course-Golf Course						
000024	ACE HARDWARE OF FORT LUPTON	02/13/2024	Regular	0.00	546.32	86380
102407/1	Invoice	01/25/2024	GOLF-SUPPLIES-MAINT	0.00	45.84	
102484/1	Invoice	01/30/2024	GOLF-SMARTFLO MAX HOSES-MAINT	0.00	109.98	
102515/1	Invoice	02/01/2024	GOLF-PAINTING SUPPLIES-MAINT	0.00	123.05	
102525/1	Invoice	02/01/2024	GOLF-CLAW BAR-MAINT	0.00	14.99	
102529/1	Invoice	02/01/2024	GOLF-SUPPLIES-PRO SHOP	0.00	226.59	
102533/1	Invoice	02/02/2024	GOLF-PESTBLOCK, FASTENERS-MAINT	0.00	25.87	
000028	ACUSHNET COMPANY	02/13/2024	Regular	0.00	346.58	86381
917204653	Invoice	02/02/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	346.58	
003478	BUFFALO REFRIGERATION	02/13/2024	Regular	0.00	12,064.00	86382
1024	Invoice	02/01/2024	GOLF-REPAIRS TO ICE BIN-PRO SHOP	0.00	3,353.00	
1025	Invoice	02/01/2024	GOLF-ICE MAKER REPAIRS	0.00	8,711.00	
000239	CITY OF FORT LUPTON	02/13/2024	Regular	0.00	225.00	86383
OCC LICENSE 2024	Invoice	02/08/2024	GOLF-OCCUPATIONAL LICENSE FOR GOLF ...	0.00	225.00	
000239	CITY OF FORT LUPTON	02/13/2024	Regular	0.00	225.00	86384
2024 LIQUOR LIC...	Invoice	02/07/2024	GOLF-2024 LIQUOR LICENSE-PRO SHOP	0.00	225.00	
003401	CLUB PROPHET SOFTWARE, LLC	02/13/2024	Regular	0.00	710.00	86385
INV1880839	Invoice	02/01/2024	GOLF-MONTHLY SOFTWARE FEE DEC 23-P...	0.00	710.00	
002968	COLORADO DEPARTMENT OF REVENUE	02/13/2024	Regular	0.00	625.00	86386
2024 LIQUOR LIC...	Invoice	02/07/2024	GOLF-2024 LIQUOR LICENSE RENEWAL-PR...	0.00	625.00	
000291	COLORADO GOLF ASSOCIATION	02/13/2024	Regular	0.00	200.00	86387
40242	Invoice	01/31/2024	GOLF-FACILITY DUES-PRO SHOP	0.00	200.00	
000307	COMCAST CABLE COMM, LLC	02/13/2024	Regular	0.00	42.30	86388
0025494 FEB24	Invoice	02/01/2024	GOLF-FEB 24 CABLE SERVICE-PRO SHOP	0.00	42.30	
002723	EAGLE ROCK COMPANY OF COLO	02/13/2024	Regular	0.00	281.90	86389
12224319	Invoice	02/05/2024	GOLF-BEVERAGES-PRO SHOP	0.00	281.90	
000512	FUZION FIELD SERVICES LLC	02/13/2024	Regular	0.00	511.50	86390
326720	Invoice	01/31/2024	GOLF-PORTABLE RESTROOM RENTAL FEE...	0.00	255.75	
326730	Invoice	01/31/2024	GOLF-PORTABLE RESTROOM RENTAL FEES...	0.00	255.75	
001959	GOLF GENIUS SOFTWARE LLC	02/13/2024	Regular	0.00	3,700.00	86391
141627	Invoice	02/04/2024	GOLF-TM CLUB ANNUAL SUBSCRIPTION-P...	0.00	3,700.00	
001881	HALO BRANDED SOLUTIONS INC	02/13/2024	Regular	0.00	856.62	86392
7075017	Invoice	01/31/2024	GOLF-FITTED TABLECLOTHS-PRO SHOP	0.00	856.62	
000567	HIGH COUNTRY BEVERAGE CORP	02/13/2024	Regular	0.00	340.70	86393
W-6719588	Invoice	02/05/2024	GOLF-BEVERAGES-PRO SHOP	0.00	340.70	
003432	PRISWING SOFTWARE LLC	02/13/2024	Regular	0.00	349.00	86394
INV2012957	Invoice	02/01/2024	GOLF-MONTHLY LICENSE FEE FEB24-PRO ...	0.00	349.00	
001312	THE ROB WEST MARKETING CO	02/13/2024	Regular	0.00	1,100.00	86395
3650	Invoice	02/01/2024	GOLF2024 -ANNUAL HOSTING/SUPPORT-...	0.00	1,100.00	
001137	UNITED POWER	02/13/2024	Regular	0.00	1,375.56	86396
1194602 JAN2024	Invoice	02/06/2024	United Power	0.00	496.00	
1195001 JAN2024	Invoice	02/06/2024	United Power	0.00	464.76	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1195701 JAN2024	Invoice	02/06/2024	United Power	0.00	364.44	
19595600 JAN20...	Invoice	02/06/2024	United Power	0.00	26.38	
6601202 JAN2024	Invoice	02/06/2024	United Power	0.00	23.98	
001224	XCEL ENERGY-GAS	02/13/2024	Regular	0.00	625.74	86397
861795310	Invoice	01/22/2024	GOLF-JAN24 GAS SERVICE-PRO SHOP	0.00	625.74	
000024	ACE HARDWARE OF FORT LUPTON	02/20/2024	Regular	0.00	262.41	86398
102591/1	Invoice	02/07/2024	GOLF-ROLLER/PAINT SUPPLIES-PRO SHOP	0.00	17.48	
102656/1	Invoice	02/12/2024	GOLF-PAINT-PRO SHOP	0.00	226.59	
102667/1	Invoice	02/13/2024	GOLF-PRIMER-PRO SHOP	0.00	18.34	
003190	BERMUDA SANDS APPAREL	02/20/2024	Regular	0.00	235.97	86399
117682	Invoice	02/05/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	235.97	
000160	BREAKTHRU BEVERAGE COLORADO	02/20/2024	Regular	0.00	280.93	86400
114317231	Invoice	02/08/2024	GOLF-BEVERAGES-PRO SHOP	0.00	280.93	
000239	CITY OF FORT LUPTON	02/20/2024	Regular	0.00	175.00	86401
2024 LIQUOR LIC...	Invoice	02/14/2024	GOLF-LIQUOR LICENSE/APPLICATION FEE-...	0.00	175.00	
002968	COLORADO DEPARTMENT OF REVENUE	02/20/2024	Regular	0.00	100.00	86402
2024 LIQ LIC OPT...	Invoice	02/14/2024	GOLF-OPTIONAL PREMISE FEE-PRO SHOP	0.00	100.00	
000307	COMCAST CABLE COMM, LLC	02/20/2024	Regular	0.00	298.43	86403
0120790 FEB24	Invoice	02/06/2024	GOLF-FEB24 INTERNET/PHONE SERVICE-P...	0.00	298.43	
000461	FERRELLGAS LP	02/20/2024	Regular	0.00	1,497.52	86404
1125517019	Invoice	01/11/2024	GOLF-PROPANE, FUEL-MAINT	0.00	1,497.52	
000768	MASEK GOLF CAR OF COLORADO	02/20/2024	Regular	0.00	21.03	86405
01-84708	Invoice	02/13/2024	GOLF-CART REPAIR-PRO SHOP	0.00	21.03	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	39	26	0.00	26,996.51
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
	39	26	0.00	26,996.51

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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							
003416 INV0001530	SUTTELL & HAMMER PC Invoice	02/09/2024	02/09/2024 Case 2021C031101	Regular	0.00 0.00	120.55 120.55	101857
000026 202974	ACTIVE CABLING & COMMUNICATIONS LLC Invoice	12/31/2023	02/13/2024 GF-CABLE INSTALLATION-PD	Regular	0.00 0.00	2,491.42 2,491.42	101858
000031 INV408946 INV408998	ADAMSON POLICE PRODUCTS Invoice Invoice	01/24/2024 01/25/2024	02/13/2024 GF-UNIFORMS-PD GF-UNIFORMS-PD	Regular	0.00 0.00 0.00	253.00 13.90 239.10	101859
001293 1DJP-LWX6-4WVG 1QXN-W43P-61DL 1V3Y-M9VF-4DL4	AMAZON.COM Invoice Invoice Credit Memo	02/05/2024 02/05/2024 02/05/2024	02/13/2024 GF-OFFICE SUPPLIES-FIN GF-SUPPLIES-PLANNING GF-REFUND FOR WESTCOTT LETTER OPEN...	Regular	0.00 0.00 0.00 0.00	2,194.62 1,151.37 1,073.69 -30.44	101860
003472 020124	ARVADA EXCAVATING CO Invoice	02/01/2024	02/13/2024 UF-HYDE METER DEP REFUND-UB	Regular	0.00 0.00	1,500.00 1,500.00	101861
000108 8577 8584	AUSMUS LAW FIRM PC Invoice Invoice	02/01/2024 02/01/2024	02/13/2024 GF-JANUARY 2024 PROSECUTION SERVICE... GF-2024 City Attorney Fees-Legal	Regular	0.00 0.00 0.00	7,700.00 1,200.00 6,500.00	101862
001820 80150473	BADGER METER Invoice	01/31/2024	02/13/2024 UF-BEACON HOSTING SERVICES-	Regular	0.00 0.00	1,811.01 1,811.01	101863
001646 0227 JANUARY 2...	BANK OF COLORADO Invoice	02/01/2024	02/13/2024 GF-JANUARY 2024 FUEL CHARGES-STREETS	Regular	0.00 0.00	273.79 273.79	101864
000136 6634A	BG'S JAPANESE DESIGNS Invoice	01/29/2024	02/13/2024 GF-UNIFORM SERVICES-PD	Regular	0.00 0.00	35.00 35.00	101865
000171 27392	BROWNS HILL ENGINEERING & CONTROLS Invoice	02/06/2024	02/13/2024 UF-LOGIC CONTROLLER UPGRADE-WT	Regular	0.00 0.00	25,496.00 25,496.00	101866
000211 D3410908-01	CH2M Invoice	02/06/2024	02/13/2024 UF-Construction Management WTP Expant..	Regular	0.00 0.00	54,759.25 54,759.25	101867
003475 0307202401	CHILE CON QUESADILLA Invoice	01/31/2024	02/13/2024 GF-COMMENDATION CEREMONY CATERI...	Regular	0.00 0.00	577.50 577.50	101868
000306 192210375	COMCAST BUSINESS Invoice	02/06/2024	02/13/2024 Comcast Phones	Regular	0.00 0.00	2,644.07 2,644.07	101869
000307 0116038 FEB24 0124495 FEB24 0147405 FEB24	COMCAST CABLE COMM, LLC Invoice Invoice Invoice	01/27/2024 01/25/2024 01/20/2024	02/13/2024 REC-FEB 2024 PHONE SERVICE-REC CENTER GF-FEB 2024 CABLE-COM CENTER CPR-FEB 2024 PHONE/INTERNET-MUSEUM	Regular	0.00 0.00 0.00 0.00	532.26 177.98 141.00 213.28	101870
000487 76312	FORT LUPTON PACK & SHIP Invoice	01/31/2024	02/13/2024 GF-FED EX GROUND-PLANNING	Regular	0.00 0.00	35.92 35.92	101871
001266 74906920	GOVCONNECTION INC Invoice	02/02/2024	02/13/2024 Microsoft Teams	Regular	0.00 0.00	3,238.08 3,238.08	101872
002674 49700	HAYES POZNANOVIC KORVER, LLC Invoice	02/02/2024	02/13/2024 WST-JAN2024 LEGAL FEES-WATER	Regular	0.00 0.00	5,922.00 5,922.00	101873
003325 9	HEALTHY START CHILD CARE HEALTH CONSULTI Invoice	02/01/2024	02/13/2024 REC-MONTHLY NURSE CONSULTATION-RE...	Regular	0.00 0.00	135.00 135.00	101874
001851 308182 308184	IMA, INC Invoice Invoice	01/30/2024 01/30/2024	02/13/2024 2024-2025 Boiler & Machinery Policy 24-25 Cyber Liability Policy	Regular	0.00 0.00 0.00	21,616.00 6,783.00 14,833.00	101875
003447	JOE CECCONIS CHRYSLER COMPLEX		02/13/2024	Regular	0.00	127,985.00	101876

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0020864	Invoice	01/10/2024	GF-3 Dodge Durangos-PD	0.00	42,375.00	
0020865	Invoice	01/10/2024	GF-3 Dodge Durangos-PD	0.00	42,375.00	
0020866	Invoice	01/10/2024	GF-3 Dodge Durangos-PD	0.00	39,995.00	
0021020	Invoice	01/29/2024	Vehicle Shipping	0.00	3,240.00	
003476	JOHNNIE SALAZAR, JR.	02/13/2024	Regular	0.00	17.08	101877
L0113952688	Invoice	01/12/2024	GF-REIMBURSE FOR CDL LICENSE-STREETS	0.00	17.08	
003474	KATIE SALCINES	02/13/2024	Regular	0.00	40.00	101878
2007403.001	Invoice	02/01/2024	REC-SOCCER REFUND-REC CENTER	0.00	40.00	
000714	LEGACY SCHOOL OF DANCE LLC	02/13/2024	Regular	0.00	1,932.00	101879
DEC/JAN 24 DAN...	Invoice	01/31/2024	REC-DEC23/JAN24 DANCE LESSONS-REC C...	0.00	1,932.00	
003477	LINKUS CORP	02/13/2024	Regular	0.00	1,429.20	101880
020524	Invoice	02/05/2024	UF-HYD METER DEP REFUND-WTP	0.00	1,429.20	
003281	MICHELLE MAGELSSSEN	02/13/2024	Regular	0.00	161.60	101881
020724	Invoice	02/07/2024	GF-MILEAGE REIMBURSEMENT-EC DEV	0.00	161.60	
003464	MORGAN BETTERTON	02/13/2024	Regular	0.00	411.68	101882
CIT #E0015765	Invoice	02/06/2024	GF-CITATION #E0015765, S. FROST,VIC C...	0.00	411.68	
003470	MULTICOPTER WAREHOUSE LLC	02/13/2024	Regular	0.00	7,693.00	101883
407470	Invoice	02/01/2024	Drone purchase	0.00	7,693.00	
000885	PAYMASTER CHECKWRITER CO	02/13/2024	Regular	0.00	374.98	101884
241228	Invoice	01/26/2024	GF-NEW SIGNATURE PLATE-FIN	0.00	374.98	
001943	PINNACOL ASSURANCE	02/13/2024	Regular	0.00	873.27	101885
21556356	Invoice	02/06/2024	GF-INSURANCE DEDUCTABLES-MISC	0.00	873.27	
002265	QUADIENT FINANCE USA INC	02/13/2024	Regular	0.00	421.00	101886
80877446 JAN24	Invoice	01/28/2024	GF-POSTAGE RECHARGES-	0.00	421.00	
000932	R & M SERVICES	02/13/2024	Regular	0.00	112.61	101887
10802	Invoice	02/01/2024	GF-VEHICLE MAINTENANCE-PD	0.00	112.61	
003473	REPUBLICAN WOMEN OF WELD	02/13/2024	Regular	0.00	530.00	101888
2007402.001	Invoice	01/31/2024	REC-REFUND FOR ROOM RENTAL CANCEL...	0.00	530.00	
003297	SWEET PEA CLEANING, LLC	02/13/2024	Regular	0.00	1,428.00	101889
8334	Invoice	01/03/2024	REC-JANUARY CLEANING-REC CENTER	0.00	1,428.00	
003411	ULTIMATE DENT REMOVAL LLP	02/13/2024	Regular	0.00	21,852.84	101890
1854	Invoice	02/02/2024	Hail Damage Repairs 2022 Chevy Colorado	0.00	4,513.89	
1869	Invoice	02/07/2024	Hail Damage Repair Vehicles	0.00	6,998.78	
1894	Invoice	02/02/2024	Hail Damage Repairs for F-350	0.00	10,340.17	
001137	UNITED POWER	02/13/2024	Regular	0.00	38,356.80	101891
10553102 JAN20...	Invoice	02/06/2024	United Power	0.00	22.62	
1195501 JAN2024	Invoice	02/06/2024	United Power	0.00	1,769.85	
1195603 JAN2024	Invoice	02/06/2024	United Power	0.00	733.88	
1196401 JAN2024	Invoice	02/06/2024	United Power	0.00	35.13	
1207701 JAN2024	Invoice	02/06/2024	United Power	0.00	21.15	
1223101 JAN2024	Invoice	02/06/2024	United Power	0.00	20.00	
1240301 JAN2024	Invoice	02/06/2024	United Power	0.00	212.88	
1241801 JAN2024	Invoice	02/06/2024	United Power	0.00	231.74	
1241903 JAN2024	Invoice	02/06/2024	United Power	0.00	148.55	
1276101 JAN2024	Invoice	02/06/2024	United Power	0.00	259.65	
1279801 JAN2024	Invoice	02/06/2024	United Power	0.00	25.16	
1295501 JAN2024	Invoice	02/06/2024	United Power	0.00	87.46	
1296101 JAN2024	Invoice	02/06/2024	United Power	0.00	254.70	
1299501 JAN2024	Invoice	02/06/2024	United Power	0.00	120.74	
1302801 JAN2024	Invoice	02/06/2024	United Power	0.00	2,708.41	

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1302901 JAN2024	Invoice	02/06/2024	United Power	0.00	190.29	
1316801 JAN2024	Invoice	02/06/2024	United Power	0.00	342.69	
1322501 JAN2024	Invoice	02/06/2024	United Power	0.00	5,401.72	
1360303 JAN2024	Invoice	02/06/2024	United Power	0.00	41.67	
13842400 JAN20...	Invoice	02/06/2024	United Power	0.00	47.82	
14427100 JAN20...	Invoice	02/06/2024	United Power	0.00	111.34	
15232500 JAN20...	Invoice	02/06/2024	United Power	0.00	21.94	
17149700 JAN20...	Invoice	02/06/2024	United Power	0.00	66.20	
17761600 JAN20...	Invoice	02/06/2024	United Power	0.00	20.00	
17868800 JAN20...	Invoice	02/06/2024	United Power	0.00	20.00	
18057500 JAN20...	Invoice	02/06/2024	United Power	0.00	857.43	
18498400 JAN20...	Invoice	02/06/2024	United Power	0.00	193.75	
18762100 JAN20...	Invoice	02/06/2024	United Power	0.00	103.12	
19545100 JAN20...	Invoice	02/06/2024	United Power	0.00	947.26	
20040100JAN20...	Invoice	02/06/2024	United Power	0.00	393.05	
21675200 JAN20...	Invoice	02/06/2024	United Power	0.00	205.42	
21675300 JAN20...	Invoice	02/06/2024	United Power	0.00	33.24	
22185901 JAN20...	Invoice	02/06/2024	United Power	0.00	20.14	
3399301 JAN2024	Invoice	02/06/2024	United Power	0.00	55.18	
6612303 JAN2024	Invoice	02/06/2024	United Power	0.00	21.18	
6779701 JAN2024	Invoice	02/06/2024	United Power	0.00	8,704.00	
704901 JAN2024	Invoice	02/06/2024	United Power	0.00	9,056.62	
7225800 JAN2024	Invoice	02/06/2024	United Power	0.00	22.70	
726705 JAN2024	Invoice	02/06/2024	United Power	0.00	148.96	
7280200 JAN2024	Invoice	02/06/2024	United Power	0.00	21.71	
733101 JAN2024	Invoice	02/06/2024	United Power	0.00	250.76	
762901 JAN2024	Invoice	02/06/2024	United Power	0.00	84.16	
803908 JAN2024	Invoice	02/06/2024	United Power	0.00	3,646.64	
8976200 JAN2024	Invoice	02/06/2024	United Power	0.00	675.89	
	Void	02/13/2024	Regular	0.00	0.00	101892
	Void	02/13/2024	Regular	0.00	0.00	101893
003398	UNIVERSITY AUTO PARTS	02/13/2024	Regular	0.00	131.97	101894
193392	Invoice	02/06/2024	GF-WD40 -STREETS	0.00	32.99	
193493	Invoice	02/07/2024	GF-BATTERY-PARKS	0.00	85.49	
193495	Invoice	02/07/2024	GF-DOOR LOCK KNOB-PARKS	0.00	13.49	
001145	UPSTATE COLORADO ECONOMIC	02/13/2024	Regular	0.00	15,000.00	101895
PSI2024_28	Invoice	02/02/2024	GF-ANNUAL COMM PARTNERS FEES-EC D...	0.00	15,000.00	
003131	VALERIE BLACKSTON	02/13/2024	Regular	0.00	255.40	101896
020624	Invoice	02/06/2024	GF-REFUND FOR HEALTH INS DEP-	0.00	255.40	
001153	VALLEY FIRE EXTINGUISHER	02/13/2024	Regular	0.00	215.00	101897
159176	Invoice	02/01/2024	CPR-INSPECTION, PARTS-COMM CENTER	0.00	215.00	
001156	VERIZON WIRELESS SVCS LLC	02/13/2024	Regular	0.00	5,079.64	101898
9955238769	Invoice	01/26/2024	Verizon Bill	0.00	5,079.64	
001174	WAGNER EQUIPMENT CO.	02/13/2024	Regular	0.00	439.85	101899
P00C2653827	Invoice	01/20/2024	UF-RETAINER, PARTS-W LINES	0.00	439.85	
001963	WASTE CONNECTIONS OF COLO, INC	02/13/2024	Regular	0.00	1,008.96	101900
7550246V311	Invoice	02/01/2024	UF-JAN 24 TRASH SERVICE-ADMIN	0.00	1,008.96	
003445	WASTE MANAGEMENT OF COLORADO, INC.	02/13/2024	Regular	0.00	1,356.25	101901
0013883-2803-9	Invoice	01/02/2024	UF-TRASH SERV ROLLOFFS 12/16-12/31/2...	0.00	332.80	
0013904-2803-3	Invoice	01/16/2024	GF-TRASH SERV ROLLOFFS 01/01-01/15/24	0.00	1,023.45	
001189	WELD COUNTY ACCTG DEPART	02/13/2024	Regular	0.00	7,373.03	101902
JANUARY 2024	Invoice	02/05/2024	GF-JAN 2024 FUEL CHARGES-	0.00	7,373.03	
002076	WELD COUNTY REGIONAL COMMUNICATIONS	02/13/2024	Regular	0.00	91,362.06	101903

Council Check Report

Date Range: 02/07/2024 - 02/20/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
104366	Invoice	02/07/2024	GF-Dispatch Services-PD	0.00	91,362.06	
001208	WHITE BEAR ANKELE TANAKA & WALDRON	02/13/2024	Regular	0.00	205.00	101904
33046	Invoice	01/31/2024	GF-SUNRISE/HIGH POINTE HILLS LEGAL FE...	0.00	205.00	
001212	WILLIAMS AND WEISS CONSULTING LLC	02/13/2024	Regular	0.00	4,080.00	101905
1938	Invoice	02/04/2024	WST-2024 Water Resource Planning-Water	0.00	4,080.00	
000031	ADAMSON POLICE PRODUCTS	02/20/2024	Regular	0.00	12.95	101906
INV409144	Invoice	01/29/2024	GF-UNIFORM SERVICES-PD	0.00	12.95	
003355	ADOLFSON & PETERSON CONSTRUCTION	02/20/2024	Regular	0.00	1,205,750.60	101907
4	Invoice	01/31/2024	RC-REC EXPANSION CONSTRUCTION-REC	0.00	1,205,750.60	
001293	AMAZON.COM	02/20/2024	Regular	0.00	5,052.12	101908
1MLL-YLKR-6KJT	Invoice	02/05/2024	GF-SUPPLIES-PD	0.00	1,471.36	
1R17-WMFY-43F9	Invoice	02/05/2024	GF-MISC SUPPLIES-	0.00	3,580.76	
001387	ANGEL ARMOR	02/20/2024	Regular	0.00	7,715.56	101909
INV8235	Invoice	01/29/2024	GF-UNIFORMS-PD	0.00	7,715.56	
002853	BUCKEYE CLEANING CENTER	02/20/2024	Regular	0.00	2,883.75	101910
90559640	Invoice	02/01/2024	GF-CLEANING SUPPLIES-FAC	0.00	2,262.94	
90561603	Invoice	02/08/2024	REC-CLEANING SUPPLIES-FAC	0.00	139.17	
90562235	Invoice	02/12/2024	GF-2 PLY TISSUE-FAC	0.00	481.64	
000208	CESARE INC	02/20/2024	Regular	0.00	533.40	101911
21.3071.5	Invoice	02/13/2024	GF-ENGINEERING SERVICES-ENG	0.00	533.40	
000216	CHAMBER OF COMMERCE	02/20/2024	Regular	0.00	80.00	101912
1083	Invoice	02/12/2024	GF-FEB LUNCHEON-	0.00	80.00	
002651	COLORADO COMMUNITY MEDIA	02/20/2024	Regular	0.00	166.80	101913
106049	Invoice	02/16/2024	GF-LEGAL NOTICES-FIN	0.00	166.80	
000307	COMCAST CABLE COMM, LLC	02/20/2024	Regular	0.00	249.44	101914
0208785 FEB24	Invoice	02/04/2024	GF-FEB 2024 INTERNET SERVICE-PLANNING	0.00	249.44	
003417	DATA CENTER WAREHOUSE, LLC	02/20/2024	Regular	0.00	2,799.00	101915
INVD192207	Invoice	02/14/2024	100-4100-530600 - HP Service Pack for Plo...	0.00	2,799.00	
001401	DIVISION OF OIL & PUBLIC SAFETY	02/20/2024	Regular	0.00	60.00	101916
I-0027690	Invoice	02/14/2024	REC-CP10-001581 ELEVATOR CERTIFICATE...	0.00	30.00	
I-0027803	Invoice	02/14/2024	REC-CP10-000578 ELEVATOR CERTIFICATE...	0.00	30.00	
000431	EMPLOYERS COUNCIL SERVICES INC	02/20/2024	Regular	0.00	203.45	101917
0000492983	Invoice	01/18/2024	GF-EMPLOYMENT POSTER, COLO/FEDERAL..	0.00	203.45	
002222	GREELEY LOCK & KEY	02/20/2024	Regular	0.00	40.94	101918
0000027125	Invoice	02/08/2024	GLK - Main Door Remote Repair	0.00	40.94	
003408	KNS COMMUNICATION CONSULTANTS	02/20/2024	Regular	0.00	20,226.79	101919
KNSI450026	Invoice	02/06/2024	Communication Tower Modification	0.00	14,126.79	
KNSI450029	Invoice	02/14/2024	Existing Tower Analysis	0.00	6,100.00	
000691	KONE INC	02/20/2024	Regular	0.00	140.80	101920
871271295	Invoice	01/31/2024	REC-ELEVATOR MAINTENANCE-REC CENT...	0.00	140.80	
003145	KUSTOM SIGNALS, INC.	02/20/2024	Regular	0.00	2,590.25	101921
388617	Invoice	02/05/2024	Eagle 3 RADAR	0.00	2,590.25	
001292	LIFE STORIES CHILD & FAMILY ADVOCACY	02/20/2024	Regular	0.00	375.00	101922
11-825	Invoice	01/31/2024	GF-4TH QUARTER BILLING OCT-DEC 2023	0.00	375.00	
002195	MINUTEMAN PRESS	02/20/2024	Regular	0.00	152.75	101923
39520	Invoice	01/31/2024	GF-BUSINESS CARDS-PD	0.00	152.75	

Council Check Report

Date Range: 02/07/2024 - 02/20/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
003480	NOCO HUMANE	02/20/2024	Regular	0.00	1,560.00	101924
1020	Invoice	12/31/2023	GF-IMPOUND FEES OCT-DEC 2023-CODE	0.00	1,560.00	
000865	OFFICE DEPOT	02/20/2024	Regular	0.00	58.10	101925
351486816001	Invoice	01/26/2024	GF-PENS, BINDER CLIPS, STAPLES-ADMIN	0.00	25.11	
351507522001	Invoice	01/30/2024	GF-SELF INKING NOTARY STAMP-COURT	0.00	32.99	
003044	PEAK FORM, LLC	02/20/2024	Regular	0.00	530.00	101926
3199K25213	Invoice	02/01/2024	GF-DOT RECERT/PRE EMPLOYMNT SCREEN..	0.00	530.00	
001643	PROCEDURE INC	02/20/2024	Regular	0.00	7,158.27	101927
268572	Invoice	01/31/2024	GF-BUILDING PERMIT SERVICES-BLDG INS	0.00	7,158.27	
002493	QUADIENT LEASING USA INC	02/20/2024	Regular	0.00	433.59	101928
Q1184079	Invoice	02/03/2024	GF-QUARTERLY LEASE 12/07/23-03/06/24...	0.00	433.59	
000932	R & M SERVICES	02/20/2024	Regular	0.00	122.10	101929
10803	Invoice	02/07/2024	GF-VEHICLE MAINTENANCE-PD	0.00	17.00	
10804	Invoice	02/07/2024	GF-VEHICLE MAINTENANCE-PD	0.00	105.10	
000939	RECREATION SUPPLY COMPANY	02/20/2024	Regular	0.00	178.88	101930
520832	Invoice	01/31/2024	REC-REACHING POLE-PD	0.00	178.88	
002981	RED WING BUSINESS ADVANTAGE ACCOUNT	02/20/2024	Regular	0.00	400.00	101931
563-1-68646	Invoice	02/02/2024	GF-BOOTS FOR S. LEFFORGE-PW SHOP	0.00	200.00	
563-1-68838	Invoice	02/08/2024	GF-BOOTS FOR B OSWALT-PARKS	0.00	200.00	
003150	REDI SERVICES, LLC	02/20/2024	Regular	0.00	1,920.00	101932
0000068632	Invoice	01/31/2024	GF-PORTABLE RESTROOM SERVICES-PARKS	0.00	480.00	
0000072235	Invoice	01/31/2024	GF-PORTABLE RESTROOM SERVICES-PARKS	0.00	540.00	
0000072236	Invoice	01/31/2024	GF-PORTABLE RESTROOM SERVICES-PARKS	0.00	300.00	
0000072238	Invoice	01/31/2024	PORTABLE TOILET SERVICES-PARKS	0.00	300.00	
0000072239	Invoice	01/31/2024	GF-PORTABLE RESTROOM SERVICES-PARKS	0.00	300.00	
003482	RK SERVICE LLC	02/20/2024	Regular	0.00	1,505.40	101933
SVC140027	Invoice	02/12/2024	REC-REPAIRS/MAINTENANCE HVAC SYSTEM-...	0.00	1,125.40	
SVC140030	Invoice	02/12/2024	REC-REPAIRS TO CONDENSER-REC CENTER	0.00	380.00	
003407	SPEAKWRITE LLC	02/20/2024	Regular	0.00	124.00	101934
31d29920	Invoice	02/01/2024	GF-INVESTIGATION CALL RECORDING SERV..	0.00	124.00	
001040	STERICYCLE	02/20/2024	Regular	0.00	66.92	101935
8005908646	Invoice	01/18/2024	REC-BIOHAZARD DISPOSAL-REC	0.00	66.92	
003295	SWEET ROOFING	02/20/2024	Regular	0.00	8,832.00	101936
1007-24	Invoice	12/31/2023	REPAIR HAIL DAMAGED ROOFS-CIRSA PAID	0.00	6,010.00	
2094-23.2.12.24	Invoice	02/12/2024	GF-GUTTERS FOR PW SHOP-PW SHOP	0.00	2,822.00	
001101	TODD HODGES DESIGN, LLC	02/20/2024	Regular	0.00	10,725.00	101937
3582	Invoice	02/11/2024	GF-PLANNING SERVICES 01/29-02/11/24-P...	0.00	10,725.00	
001746	TRANSUNION RISK AND ALTERNATIVE DATA SO	02/20/2024	Regular	0.00	123.60	101938
812682-202401-1	Invoice	02/01/2024	GF-DATA SEARCH SERVICES 01/01-01/31/...	0.00	123.60	
001120	TRUDILIGENCE LLC	02/20/2024	Regular	0.00	347.72	101939
56062	Invoice	01/15/2024	GF-BACKGROUND CHECK-HR	0.00	59.24	
56533	Invoice	01/31/2024	GF-BACKGROUND CHECK-HR	0.00	288.48	
003481	WELLABLE LLC	02/20/2024	Regular	0.00	2,985.00	101940
23391	Invoice	12/31/2023	GF-WELLNESS PROGRAM REWARDS-HR	0.00	2,985.00	
003046	PERKINS + WILL, INC.	02/20/2024	EFT	0.00	228.34	9001432
222254.00-2045...	Invoice	01/18/2024	RC-Design of Additions-Rec Center	0.00	228.34	

Council Check Report

Date Range: 02/07/2024 - 02/20/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000119	BANK OF COLORADO	02/09/2024	Bank Draft	0.00	7,093.71	DFT0002340
INV0001527	Invoice	02/09/2024	HSA DISTRIBUTION	0.00	7,093.71	
000119	BANK OF COLORADO	02/09/2024	Bank Draft	0.00	845.83	DFT0002341
INV0001528	Invoice	02/09/2024	HSA DISTRIBUTION	0.00	845.83	
001416	VALIC_1	02/09/2024	Bank Draft	0.00	47,795.36	DFT0002342
INV0001529	Invoice	02/09/2024	VALIC - 457(b) \$ Contributions	0.00	47,795.36	
001265	IRS	02/09/2024	Bank Draft	0.00	75,456.72	DFT0002343
INV0001531	Invoice	02/09/2024	Federal Withholding	0.00	75,456.72	
001418	CO DEPARTMENT OF REVENUE	02/09/2024	Bank Draft	0.00	13,281.00	DFT0002344
INV0001532	Invoice	02/09/2024	CO Withholding	0.00	13,281.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	155	82	0.00	1,747,565.87
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	5	5	0.00	144,472.62
EFT's	1	1	0.00	228.34
	161	90	0.00	1,892,266.83

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	194	108	0.00	1,774,562.38
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	5	5	0.00	144,472.62
EFT's	1	1	0.00	228.34
	200	116	0.00	1,919,263.34

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	2/2024	1,919,263.34
			1,919,263.34

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 16, 2024**

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, January 16, 2024. 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, Carlos Barron, Claud Hanes, Bruce Fitzgerald, Chris Ceretto and Valerie Blackston. David Crespín was absent.

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

PERSONS TO ADDRESS COUNCIL

Lieutenant, William Carnes presented January 6, 2024 Police Department promotions and staff recognition to Council. Joe Sandoval, Albert Castillo, Kenneth Parsons, Steven Michael, Trey Devich and Guadalupe Gallegos were acknowledged.

APPROVAL OF AGENDA

Staff requested to add IM 2024-003 Increase Processing Fees Assessed on ACH/E-Check Payments for Building Permits and stated that Item d under Public Hearings should state "AM 2024-021 Approving an Ordinance Accepting the Lupton Greens Change of Zone." 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 January 16, 2024, payables. Mayor Hubbard had a question regarding the amount of transfers to Bank of Colorado which amounted to about 4 million dollars. Finance Director, Leann Perino, responded stating that these were internal transfers from the deposit account to the checking account to ensure there was enough money to cover wires and debt payments.

CONSENT AGENDA

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

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 16, 2024**

- January 2, 2024 Marijuana Licensing Authority Meeting Minutes
 - January 2, 2024 City Council Meeting Minutes
 - Second Reading Ordinance 2023-1162 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
 - Approving the Purchase of Annual Software for Cyber Security for an Amount Not to Exceed \$41,520.00 Allocated from the Information Technology Budget, Professional Services Account (AM 2024-013)
 - Approving Payment to Axon Enterprises Inc. for an Amount not to Exceed \$55,212.53 for User Licenses, Maintenance and Equipment for the Police Department Allocated from the General Fund 2024 Police Department Contractual Services Fund (AM 2024-014)
 - Approving Payment to Northern Colorado Water Conservancy District for the 2024 Windy Gap Firming Assessment to be Paid from the Water Sales Tax Fund for an Amount Not to Exceed \$98,805.55 (AM 2024-015)
 - Renew Agreement with Williams and Weiss Consulting, LLC and J&T Consulting to Provide Water Engineering Services for the City of Fort Lupton for an Amount Not to Exceed \$109,010 from the Utility Fund and Water Sales Tax Funds (AM 2024-016)
- Motion passed unanimously on roll call vote.

PUBLIC HEARINGS

AM 2024-018 Adopting a Resolution Approving the Intergovernmental Agreement with the Town of Hudson Regarding Annexation, Growth Boundaries, and Planning Areas

Mayor Hubbard opened the public hearing at 6:10 p.m.

City Planner, Sean McDermott, provided an overview of the agreement. The agreement is between the City of Fort Lupton and Town of Hudson. This agreement will establish an updated planning area for which growth boundaries, land use, and service provision will be coordinated between the two municipalities. This agreement would replace the intergovernmental agreement dated February 14, 2007 and terminated on November 12, 2021.

Mayor Hubbard asked if anyone from the public wished to speak for or against the proposal. A question was asked by Fred Croci in the audience relating to terms of the agreement. The City Planner stated that after the 10-year period the agreement is renewed for successive 1-year terms. There being no further comments or questions, Mayor Hubbard closed the public hearing at 6:12 p.m.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 16, 2024**

It was moved by Carlos Barron and seconded by Valerie Blackston to approve the Intergovernmental Agreement with the Town of Hudson Regarding Annexation, Growth Boundaries, and Planning Areas. Motion passed unanimously on roll call vote.

AM 2024-019 Approving a Resolution Accepting an Amendment to the Future Land Use Map that was Adopted in 2018 as a Part of the Fort Lupton Comprehensive Plan

Mayor Hubbard opened the public hearing at 6:13 p.m.

Councilmember Chris Ceretto was recused from the meeting.

City Planner, Magaly Morales presented the comprehensive plan amendment, preliminary plat, and change of zone all together as all three pertain to the Lupton Greens project (AM 2024-019, AM 2024-020, and AM 2024-021). She stated the application is for a residential and commercial subdivision.

City staff has determined that an amendment to the 2018 Future Land Use Map is required in order for the property that is the subject of the Lupton Greens applications to conform with the Fort Lupton Comprehensive Plan. This proposed amendment is to reclassify a portion of the property from the General Commercial land use type to the Single-Family Detached use type.

The site is located south and adjacent to County Road 12 and approximately .16 miles west of S. Denver Ave. The Applicant has submitted a request for a preliminary plat for a mixed-use subdivision that will include 1 commercial lot, 5 commercial tracts, 1 residential tract and two outlots.

The Property is primarily vacant with an existing residence along the northern portion. Towards the middle of the western portion of property, there is an existing oil and gas facility that will remain. There is a gravel road that runs south from CR 12 that provides access to the oil and gas facility. This facility contains production equipment and multiple wells.

The applicant, Fort Lupton Greens LLC has applied for approval of a Change of Zone, known as the Lupton Greens Change of Zone. A public hearing with the Fort Lupton Planning Commission for this application was held on December 14, 2023, and Planning Commission recommended approval to City Council of the Change of Zone.

Dan Hal with Land 1 Engineering asked for the following requests to be placed into the records. The applicant requested confirmation of the following items: 1) water policy for any development of the project be based off the water policy that was in place at the original time of the application 2) development of parcels shall be subject to preliminary and final plat process for future submittals and shall not require conceptual review unless there is substantial deviation from the code.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 16, 2024**

Mayor Hubbard responded stating these requests were not a part of the packet. Planning Director, Todd Hodges voiced concern regarding these requests and demands from the applicant.

Fred Croci, representative of the development team stated the reasoning for the requests are due to the fact that the developer has to develop Rollie Ave. which is an extreme cost and the developer believes it would be fair if the City gives back a little.

Councilmember Carlos Barron, voiced concern regarding the amount of land that has been rezoned to residential from Commercial. He believes that more commercial land is going to be needed in the future.

There was no further discussion. Mayor Hubbard closed the public hearing at 6:24 p.m.

It was moved by Claud Hanes and seconded by Bruce Fitzgerald to approve a Resolution Accepting an Amendment to the Future Land Use Map that was Adopted in 2018 as a Part of the Fort Lupton Comprehensive Plan. Motion failed unanimously on roll call vote.

AM 2024-020 Approving a Resolution Accepting the Lupton Greens Preliminary Plat

Mayor Hubbard opened the public hearing at 6:26 p.m.

Since the project was previously introduced in the first hearing, there was no presentation and no further information or comments.

Mayor Hubbard asked if the applicant has additional information for the Council. Daniel Hal with Land 1 Engineering, stated he had no further information to present.

Mayor Hubbard closed the public hearing at 6:26.

It was moved by Carlos Barron and seconded by Valerie Blackston to approve a Resolution Accepting the Lupton Greens Preliminary Plat. Motion failed by 4 no votes and 1 yes vote from Councilmember Bruce Fitzgerald.

AM 2024-021 Approving an Ordinance Accepting the Lupton Greens Change of Zone

Mayor Hubbard opened the public hearing at 6:27 p.m.

Since the project was previously introduced in the first hearing, there was no presentation and no further information or comments.

Daniel Hal and Land 1 Engineering stated he had no further information to present.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 16, 2024**

Mayor Hubbard closed the public hearing at 6:27.

It was moved by Valerie Blackston and seconded Carlos Barron to Approve an Ordinance Accepting the Lupton Greens Change of Zone. Motion failed unanimously on roll call vote.

Councilmember Ceretto rejoined the meeting at 6:30 p.m.

ACTION MEMORANDUM

AM 2024-017 Approving the Purchase of (2) Ford Transits 350 Vans for the Recreation Center for an Amount Not to Exceed \$116,930.00, Allocated from the Culture Parks & Recreation Fund's Capital Projects Account

As part of the 2024 Capital Projects for the Community Center, the Recreation Department would like to replace the 2008 Chevy Express 12 passenger van and the 2005 Ford Mini Bus with (2) 2024, 15 Passenger, High Profile Ford Transit 350 vans from Larry H. Miller Ford Lakewood. Both the Chevrolet Van and the Mini Bus have seen significant usage over the years with physical wear and tear, including significant paint wear off on the van. These are the 2 oldest vehicles from the Recreation Center's passenger fleet. The (2) 2024 Ford Transits will include a 5 Year, 100,000-mile warranty. Both Vans are expected to be delivered by end of May 2024.

The Community Center offers regular Senior Trips, Teen Trips and Summer Camp Field Trips. All have seen an increase in usage and require 2 vans on most trips. During the summer months, trips go out 4-5 times per week requiring a rotation of passenger vehicles. By not providing safe and reliable transportation, it could prohibit these programs from offering outings that are appealing.

The Recreation Department planned to purchase 1 van in 2023. However, there was not enough money budgeted.

It was moved by Bruce Fitzgerald and seconded by Carlos Barron to Approve the Purchase of (2) Ford Transits 350 Vans for the Recreation Center for an Amount Not to Exceed \$116,930.00, Allocated from the Culture Parks & Recreation Fund's Capital Projects Account. Motion passed unanimously on roll call vote.

INFORMATION MEMORANDUM

IM 2024-001 Approved Public Works Agreement to Backhoe & Dozer Services Inc. for Maximum Amount Not to Exceed \$30,000.00 for On Call Snow Services for Street Plowing

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 16, 2024**

During Snow Events From the Street Sales Tax Fund

Backhoe & Dozer Services Inc. is owned and operated by Willie Taylor, a local resident. Willie has provided emergency snow assistance for the City in the past.

The City can use additional help during snow events to plow City owned streets. Past annexations have added many miles of roadway to the city limits. By assigning the northern out skirt roadways to contract, City crews can focus snow removal operations on the core area where the majority of the residents live and work.

The City currently has over 75 miles of streets to maintain. Past snow removal expenses average around \$20,000 per year. The last big event occurred in 2021 with a total expense of \$48,000 that included two contractors to assist with removal of snow.

The agreement has been signed by City Administrator, Chris Cross.

IM 2024-002 Temporary Change to the Police Department Hiring Bonus Structure to Encourage Qualified Applicants to Fill Patrol Staff Vacancies

The Police Department (PD) has five patrol staff vacancies, which is adversely affecting patrol effectiveness and efficiency. The PD has run an open hiring process for over a year and struggles to find qualified applicants. The PD has also participated in job fairs and police academy recruitment events to try to remedy this shortfall.

Currently, the PD pays a hiring bonus of \$1500 (new) / \$2500 (lateral) to new hires. This bonus is paid in two installments, with the first installment paid once the Officer completes initial training and is certified to work independently. The second installment is paid after the completion of the initial performance period. Many surrounding police departments offer a significantly higher bonus to new hires.

The PD is proposing to temporarily increase the hiring bonus to \$5000 for new Police Officers and \$10,000 for lateral Police Officers (defined as Colorado certified Peace Officers with at least two consecutive years' experience at one law enforcement agency and having left the agency in good standing, from the most recent law enforcement employer). The PD recommends running this temporary increase for 6 months, in 60-day recruiting cycles, and then returning to the current bonus structure. After each 60-day recruiting cycle, the PD and HR will evaluate the need to run an additional cycle based on the continuing need of the Department.

IM 2024-003 Increase Processing Fees Assessed on ACH/E-Check Payments for Building Permits.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 16, 2024**

In 2023, our building inspection company, ProCode, Inc., was purchased by Safebuilt, LLC. Safebuilt has their own online building permit software solution. The new system is in the implementation process and requires a new credit card processor. Safebuilt gave us a list of five processors they have worked with; two of the five responded to our request for

information. The company chosen is Government Windows. Government Windows does not charge an implementation fee and can be terminated at any time without notice. References for Government Windows were positive.

Cascade, Pro-code's building permit solution, was implemented using Global Pay, the same credit card processor as our Court online payment system. At the time, Global Pay was charging \$3.95 per transaction for credit card processing and \$0.50 per transaction for ACH/E-Check processing. These are the rates currently in effect for building permits.

Government Windows agreed to keep our credit card processing fees of \$3.95 per transaction but require \$1.50 per transaction e-check processing fee. Government windows requested fees for credit card processing are \$4 per transaction and e-check processing varies between \$1 to \$5 per transaction. In the future we may see fees increased to this level.

STAFF REPORTS

Jacqueline Chavez, Safety and Risk Coordinator, provided an update regarding the City's Workers Compensation Policy.

Roy Vestal, Public Works Director, stated this Friday, January 19, 2024, bids open for the Metro Lift Station and Force Main Project.

Todd Hodges, Planning Director, stated the Community Development Office will host their first Welcome Wednesday which allows the community an opportunity to stop in and ask general questions and learn about different building and planning processes.

William Carnes, Lieutenant, mentioned on the first Wednesday of every month the Police Department will host Coffee with a Cop at the Hard Bean.

Andy Ausmus, City Attorney, thanked Council and City staff for their kind words and actions after the passing of his mother.

Leann Perino, Finance Director, announced the Finance Department has hired a new Utility Billing Clerk.

MAYOR/COUNCIL REPORTS

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
January 16, 2024**

Councilmember Valerie Blackston, stated Mari, City Clerk, Julie, Assistant Recreation Director, and herself will be meeting on Friday to discuss the Youth Commission Committee.

FUTURE CITY EVENTS

January 17, 2024 Welcome Wednesday- Community Development Office
 1200 Dexter St. Unit W13, 7:30 a.m.- 9:00 a.m.
February 7, 2024 Coffee with a Cop
 Hard Bean Coffee, 107 Dales Pl., 8:00 a.m.- 9:30 a.m.

UPCOMING MEETINGS

January 30, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
February 6, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
February 13, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
February 20, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:49 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 6, 2024**

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, February 6, 2024. 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, Carlos Barron, Claud Hanes, Bruce Fitzgerald, David Crespín, Valerie Blackston and Chris Ceretto.

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

PERSONS TO ADDRESS COUNCIL

Chase Yoder, with Yoder Chevrolet, addressed Council due to resistance from the City in obtaining a sign permit for his building.

APPROVAL OF AGENDA

Staff replaced the Buchanan Pre-Annexation Agreement with an updated version for item d under the consent 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 February 6, 2024, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- Approval of Payment to Weld County Communications in the Amount of \$91,362.06 for Dispatch Services, Allocated from the Police Department Dispatch Contractual Services Budget (AM 2024-022)
- Approving Resolution 2024R008 AMENDING THE GENERAL GUIDELINES FOR ADVISORY COMMITTEES, EFFECTIVE FEBRUARY 2, 2024 (AM 2024-023)
- Approving Resolution 2024R009 RATIFYING THE MAYOR'S APPOINTMENT OF THE

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 6, 2024**

ATTACHED LIST OF CANDIDATES TO THE CORRESPONDING ADVISORY COMMITTEES FOR A TERM BEGINNING FEBRUARY 6, 2024 AND ENDING DECEMBER 31, 2025 (AM 2024-024)

- Adopting Resolution 2024R010 APPROVING THE BUCHANAN PRE-ANNEXATION AGREEMENT (AM 2024-025)
- Approving Resolution 2024R011 RATIFYING THE REAPPOINTMENT OF KATHLEEN KVASNICKA AS A MEMBER OF THE FORT LUPTON URBAN RENEWAL AUTHORITY TO SERVE AS A RESIDENT REPRESENTATIVE FOR A TERM EXPIRING FEBRUARY 18, 2029 (AM 2024-029)
- Ratify Vote of Yes to the Amendment to the Highway 52 Access Control Plan Sent to Colorado Department of Transportation on May 31, 2023 (AM 2024-028)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2024-031 Approving the Subdivision Improvements Agreement Between the City of Fort Lupton and Lupton Land, LLC, for the Coyote Creek, Filing No. 5 Final Plat

This Subdivision Improvement Agreement was drafted for the Coyote Creek - Filing No. 5, Case No. PPL2023-001 & Plan No. FPL2023-001 (the "Plat"), approved by City Council on November 21, 2023 by Resolution No. 2023R043, which is located south west of the Coyote Creek Drive and College Ave. intersection.

Improvements are for the construction of water, nonpotable water and sanitary sewer main extensions, roadway construction, landscape and storm drainage system improvements. Approximate cost of this agreement for construction is \$3,986,976.00.

Resolution No. 2023R043, approved by Council on February 1, 2022 requires the applicant to enter into a Subdivision Improvements Agreement.

It was moved by Chris Ceretto and seconded by Carlos Barron to Approve the Subdivision Improvements Agreement Between the City of Fort Lupton and Lupton Land, LLC, for the Coyote Creek, Filing No. 5 Final Plat. Motion passed unanimously on roll call vote.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 6, 2024**

AM 2024-030 Award Contract to Burns and McDonnell for Engineering Services for Owner Engineering and Resident Project Representative for the Lift Station/Force Main to METRO Project Design for an Amount Not to Exceed \$1,218,877.00 from the Sewer Enterprise Fund - Sewer Treatment Plant

The original award was on September 19, 2023. USDA had additional edits to the agreement after the City approved the contract.

The Request for Qualifications (RFQ) was advertised August 13, 2021 and selection of consultant following the requirements of the Brooks Act (40 U.S.C. 1101). Burns McDonnell was awarded the contract November 2, 2021 for the design and permitting of the METRO Lift Station and Force Main. The design is completed and currently under review by the United States Department of Agriculture (USDA).

We are pursuing a USDA Rural Development loan. The USDA standard engineering agreement has been used and the version being presented has been approved by USDA staff. The Resident Project Representative (RPR) portion is a requirement for USDA funding. Burns and McDonnell is subcontracting the RPR services through Inberg-Miller Engineers. The agreement includes an expected 24-month construction period. The Owner-Engineer portion cost is \$526,428.00 and the RPR cost is \$692,449.00, for a total engineering services agreement of \$1,218,877.00. An additional contracted amount of \$52,567.00 is included in the agreement which will be reimbursement by USDA for the additional services contracted with Burns and McDonnell for the extra work related to the USDA funding requirements.

It was moved by Carlos Barron and seconded by Valerie Blackston to Award Contract to Burns and McDonnell for Engineering Services for Owner Engineering and Resident Project Representative for the Lift Station/Force Main to METRO Project Design for an Amount Not to Exceed \$1,218,877.00 from the Sewer Enterprise Fund - Sewer Treatment Plant. Motion passed unanimously on roll call vote.

AM 2024-032 Award of Contract to Thalle Construction Co, INC. for an Amount Not to Exceed \$25,919,700.00 for the METRO Connection Force Main and Lift Station Project from the Utility Fund

Bid documents were advertised from November 17, 2023 with bid opening on January 19, 2024. Five bids were received with Thalle Construction Co, INC. providing the lowest responsible bid as shown in the attached Bid Tabulation.

The City's engineering consultant has reviewed the bids, qualifications, experience and references for Thalle and recommended award of the project to Thalle.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 6, 2024**

Budget	Original 2022	Revised Funding
Construction	\$20,083,527.00	\$29,919,700.00
Contingencies (10%)	\$ 2,008,353.00	\$ 2,591,970.00
Engineering	\$ 1,310,774.00	\$ 1,218,877.00
Legal Fees	\$ 214,000.00	\$ 214,000.00
Ditch Crossing Agreement	\$ 10,000.00	\$ 20,000.00
Interim Financing	<u>\$21,163,000.00</u>	<u>\$23,839,000.00</u>
TOTAL PROJECT	\$ 24,288,771.00	\$30,804,000.00

Anticipated project start this March with completion in two years.

It was moved by Claud Hanes and seconded by Carlos Barron to Award Contract to Thalle Construction Co, INC. for an Amount Not to Exceed \$25,919,700.00 for the METRO Connection Force Main and Lift Station Project from the Utility Fund. Motion passed unanimously on roll call vote.

AM 2024-033 Award of Contract to Northern Colorado Constructors, Inc. for an Amount Not to Exceed \$300,000.00 for Water Meter Replacement Installation Project from the Utility Fund Water Line Department

Bid documents were advertised in January 2024 with bid opening on February 2, 2024. Five bids were received with Northern Colorado Constructors, Inc. (NCC) providing the lowest responsible bid.

NCC is a respected contractor in Front Range communities with several local municipalities' projects in the area. The City has contracted with them before.

Anticipated project to start in February 2024 with completion in May of this year (for this portion).

Roy Vestal, Public Works Director stated this project is to target the current meters that are not reading correctly. The award also includes a contingency in the event a lead service line is found, it would need to be replaced.

It was moved by Valerie Blackston and seconded by Bruce Fitzgerald to Award Contract to Northern Colorado Constructors, Inc. for an Amount Not to Exceed \$300,000.00 for Water Meter Replacement Installation Project from the Utility Fund Water Line Department. Motion passed unanimously on roll call vote.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 6, 2024**

INFORMATION MEMORANDUM

IM 2024-004 Discussion of the Sunrise Concept Plan

The Applicant has submitted a request for the consideration of a Concept Plan. The proposed Concept Plan would provide a mix of 61 attached rowhouses, 90 duplexes, and 61 single-family detached houses, bordered by open space, a park, and a 10' trail along the Fulton Ditch. To facilitate the diversity in housing options proposed within the development, the Applicant is planning to request a change from R-1 to R-2 zoning and potentially a Comprehensive Plan amendment with future Preliminary Plat and Final Plat submittal.

Pursuant to the Fort Lupton Development Code, Article 2.02 (D), a Concept Plan is an initial review of a proposed development. The intent of this process is to provide a general concept that describes the applicants' development vision. Similarly, review of a Concept Plan shall not have any formal decision or approval, but merely provides general consensus and offers the applicant direction for preparing a formal submittal. A Concept Plan is not intended to provide final comments or requirements, or restrict the City's discretion in subsequent stages of the review process.

The site consists of a parcel of land located at the northeast corner of the CR 12 and CR 29 ½ intersection directly east of the Mountain Sky and Murata Farms subdivisions (Parcel No. 147104400094). The parcel is currently undergoing a Minor Subdivision and ROW dedication, which will result in a separate parcel on the west side of the Fulton Ditch that is the focus of this Concept Plan. The property is located in the western half of the Southeast Quarter of Section 4, Township 1 North, Range 66 West of the 6th P.M., City of Fort Lupton, County of Weld, State of Colorado.

The Property is surrounded by agricultural and residential land uses.

STAFF REPORTS

Lieutenant Carnes reported that PSN is on site this week as they are responsible for the antenna in the back of City Hall. They reduced the size of the antenna to 42 feet and made it a self-supporting tower which eliminates wires. They will also be starting the bidirectional amplifier project tomorrow, Wednesday, February 7, 2024. It is anticipated the project will be completed this week. This project ensures that police radios will work in the basement of the building.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 6, 2024**

MAYOR/COUNCIL REPORTS

Councilmember Valerie Blackston, questioned if speed limit signs have been purchased for N. Denver Ave. City Administrator, Chris Cross stated staff will evaluate if there is a need to place more speed limit signs on N. Denver Ave.

Councilmember Carlos Barron, stated he attended the senior luncheon this week in which he enjoyed and hopes to help out again in the future.

FUTURE CITY EVENTS

February 7, 2024	Coffee with a Cop Hard Bean Coffee, 107 Dales Pl., 8:00 a.m.- 9:00 a.m.
February 21, 2024	Welcome Wednesday- Community Development Office 1200 Dexter St. Unit W13, 7:30 a.m.- 9:00 a.m.

UPCOMING MEETINGS

February 13, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
February 20, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
February 27, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
March 5, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:41 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

RESOLUTION NO. 2024R012

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE LUPTON LAND, LLC SUBDIVISION IMPROVEMENTS AGREEMENT, FOR THE COYOTE CREEK - FILING NO. 5 LOCATED IN FORT LUPTON, WELD COUNTY COLORADO

WHEREAS, the City Council Resolution No. 2023R043 approved a residential subdivision known as the Coyote Creek Golf Course PUD Plan, Filing Nos. 5 November 21, 2023; and

WHEREAS, Developer is required to construct certain public improvements as a condition of subdivision approval for the Development; and

WHEREAS, the City Council finds that the Subdivision Improvement Agreement is in conformance with the Fort Lupton Land Use Plan, zoning code and is consistent with the goals and policies therein; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the Subdivision Improvement Agreement with supporting documentation. Based upon review of the applicable policies and goals in the Fort Lupton Land Use Plan, review of the Zoning Regulations, and analysis of staff comments, the City hereby approves the Lupton Land, LLC, Subdivision Improvement Agreement and authorizes the Mayor to sign.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 6th DAY OF FEBRUARY 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approving the Purchase of Cardio Equipment with the Recreation Center Expansion Project for a Total Cost of \$146,006.00 Allocated from the Recreation Center Expansion Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Due to the heavy usage the fitness area sees on a regular basis, the recreation center is purchasing 22 pieces of cardio equipment as a high priority to the fitness area expansion. Having quality cardio equipment is crucial to operating a recreation center – this space sees high usage throughout the majority of operating hours.

The recreation center would like to purchase the following items:

- 8 Treadmills
- 5 Cross Trainers
- 1 Stair Climber
- 2 Recumbent Bikes
- 2 Upright Bikes
- 3 ADA Bikes
- 1 Ergometer Bike

The following pieces will be traded in:

- 5 Treadmills
- 3 Recumbent Bikes
- 1 ADA Bike
- 1 Stair Master
- 3 Ellipticals
- 1 EFX

Warranty on all pieces.

Cardio Equipment will increase from 26 pieces of equipment to 40 with the expansion.

All equipment will be delivered and installed when the fitness area remodel is ready for the equipment.

FINANCIAL CONSIDERATIONS

The Recreation Center has \$400,000.00 budgeted in FFE (Furniture, Fixtures, Equipment) with \$300,000.00 earmarked for Fitness Equipment.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

Not Applicable

STAFF RECOMMENDATIONS

Staff recommends the purchase of cardio equipment from Commercial Fitness Solutions.
Commercial Fitness Solutions is part of Sourcewell.

Attachments:

- a. Commercial Fitness Solutions Quotation/ Order Form
- b. Fitness Area Layout

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



12386 North Dumont Way #100 Littleton, CO, 80125
720.479.8200 (ph) 720.479.8201 (fx)
info@commercialfitness.com

Quotation/Order Form

Date	Quotation #
11/1/2023	22032

Bill To:
City of Fort Lupton 130 S McKinley Avenue Fort Lupton, CO 80621 Accounts Payable

Ship To:
City of Fort Lupton Recreation Center 203 S. Harrison Ave Fort Lupton, CO 80621 Lacie Rechard 720-466-6171

Terms	Rep
Net 15	KG

Item	Description	Qty	Price Per Unit	Disc Price	Extended Total
	Revised Cardio 1.11.2024 Cardio Upgrade and Additions - Suggested. Functional Lifespan for cardio is 3 to 6 years. Most of the existing cardio is upwards of 5 years old or greater. 80% is from 2016 or older.				
	Summary of Main Floor Cardio in existing room. Cardio Row near windows: Left to Right from entry wall. 2 Treadmills: Freemotion i10.9 Incline Trainers (in this quote) 2 Treadmills: Star Trac 10 Series (in this Quote) 4 Treadmills: Star Trac 8 Series (in this quote) 2 Treadmills: Star Trac 8 Series (purchased in 2023 Cardio) 3 NuStep T6PRO: (in this quote) Cardio Middle Row: Left to Right from entry wall. 1 existing AMT 3 Cross Trainers Star Trac 8 Series (in this quote) 2 existing Cybex Arc Trainers 1 existing Octane 2 Octane Fitness Lateral X Elliptical (in this quote)				
			Subtotal		
			Sales Tax (6.9%)		
			Total		

Authorized Signature & Ti...



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Terms	Rep
Net 15	KG

Item	Description	Qty	Price Per Unit	Disc Price	Extended Total
	2 True Ellipticals (purchased in 2023 Cardio) 1 NuStep Upper Body Ergometer (in this quote) 1 Star Trac 8 Upright Bike (in this quote) + 1 for Upper Level Cardio Fitness Loft: 2 total 1 Star Trac 8 Upright Bike (purchased in 2023 Cardio) Cardio Back Row: Left to Right from entry. 1 existing Stairclimber 1 Stairclimber (in this quote) 2 Star Trac 8 Recumbent Bikes (in this quote) Note: Cardio in New Addition is in New Addition Quote. Note: Upper Level Cardio - Fitness Loft: 1 Star Trac 8 Upright Bike (included in this quote) 1 Aviron Rower (in the new addition quote) 1 existing Aviron Rower 2 existing Espresso GO Bikes				
			Subtotal		
			Sales Tax (6.9%)		
			Total		

Authorized Signature & Ti...



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Terms	Rep
Net 15	KG

Item	Description	Qty	Price Per Unit	Disc Price	Extended Total
9-9271-10TRX...	Treadmills Star Trac 10 Series FreeRunner Treadmill 110V, with LCD Quick Keys. 9-9271-10TRX-FREERUNNER-110-LCDQ. new patented HexDeck technology features an aluminum running deck, supported by a proprietary, hexagonal polymer suspension system that creates a treadmill with unprecedented cushion and responsiveness. Warranty: Structural Frame: 10 years (not including coating) / 5 years Parts & Labor	2	14,499.00	8,990.00	17,990.00
9-9281-8TR-11...	Star Trac 8 Series TR Treadmill 110V, with LCD Display. Warranty: Limited 10 year warranty on structural frame not including coatings, motor and MCB 5 years parts and labor, all other components warranted for 2 years parts and 1 year labor, wear items* 1 year parts and labor. 9-9281-8TR-110-LCD-60BBLK	4	9,949.00	5,979.00	23,916.00
			Subtotal		
			Sales Tax (6.9%)		
			Total		

Authorized Signature & Ti...



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Terms	Rep
Net 15	KG

Item	Description	Qty	Price Per Unit	Disc Price	Extended Total
FMTK74218	FreeMotion Smart Series i10.9b Incline Trainer. » Simplified User Interface » -3% decline to + 30% incline » 1-STEP controls for speed, incline, & decline (FMTK74218) Warranty: Frame (Not Including Coatings), Drive Motor: 7 Years, Parts & Console: 2 Years, Labor: 1 Year, Cosmetic & Wear Items: 6 Months. 2023' Cardio on order 2 - Star Trac 8 Series Treadmill	2	10,399.00	7,470.00	14,940.00
9-6140-8CT-L...	Cross Trainers Star Trac 8 Series Cross Trainer with LCD. 9-6140-8CT-LCD-60BLK. Warranty: Limited 10 year warranty on structural frame not including coatings, all other components warranted for 2 years parts and 1 year labor.	3	9,199.00	5,316.00	15,948.00
8019430-8023...	Octane Fitness Lateral X Elliptical, Standard Console, 10 Lateral Adjustments, Adjustable 3-D Motion. Wireless Heart Ready ANT+ & Polar. Digital Contact Heart Sensors. 8019430-8023660 2023' Cardio on order 2 True CS900 Elliptical Existing 1 Octane Lateral X Existing 2 Cybex ARC Trainers Existing 1 Precor AMT	2	9,699.00	6,250.00	12,500.00

			Subtotal		
			Sales Tax (6.9%)		
			Total		

Authorized Signature & Ti...



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Terms	Rep
Net 15	KG

Item	Description	Qty	Price Per Unit	Disc Price	Extended Total
9-5345-8GX-L...	Stairclimbers StairMaster 8 Series Gauntlet X w/ LCD Console. 9-5345-8GX-LCD-60BLK. Warranty: Structural Frame: 10 years / Parts: 2 years / Labor: 1 year	1	10,199.00	6,450.00	6,450.00
9-8130-8RB-L...	Bikes - Standard Star Trac 8 Series Recumbent Bike with LCD Console. 9-8130-8RB-LCD. Morse Taper bottom bracket and pedal system for extreme durability. Contoured backrest for increased airflow and comfort. Warranty: Limited 10 year warranty on structural frame not including coatings, all other components warranted for 2 years parts and 1 year labor.	2	5,749.00	3,635.00	7,270.00
9-8140-8UB-L...	Star Trac 8 Series Upright Bike with LCD Console. 9-8140-8UB-LCD-60BLK Warranty: Limited 10 year warranty on structural frame not including coatings, all other components warranted for 2 years parts and 1 year labor.	2	5,299.00	3,350.00	6,700.00
	Note: 1 Upright Bike for Main Floor, and 1 for Fitness Loft				
	2023' Cardio on order 1 Star Trac Upright				
	Inclusive / ADA				

Subtotal		
Sales Tax (6.9%)		
Total		

Authorized Signature & Ti...



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Terms	Rep
Net 15	KG

Item	Description	Qty	Price Per Unit	Disc Price	Extended Total
06001	NuStep T6Pro with Standard 18" wide, 360 degree swivel and 12 degree recline seat. Dual touch screen console with Bluetooth technology. Stride Length: 5.42in. Warranty: 10yr Frame, 3yr Parts, 1yr Labor. 06001	3	6,995.00	6,995.00	20,985.00
20001	NuStep UE8 Pro Upper Body Ergometer with a Swivel Drive Train & Integrated Sensor Technology. Supports up to 500lbs. 20001	1	7,045.00	7,045.00	7,045.00
	Upper Level Cardio				
	1 Star Trac Upright Bike in Quote above for Fitness Loft				
	1 Aviron Rower for Fitness Loft - in New Addition Quote				
	Existing Cardio - Purchased in 2022: Existing Espresso GO Bikes (2), Existing Aviron Rower (1)				
	Subtotal	22			133,744.00

			Subtotal		
			Sales Tax (6.9%)		
			Total		

Authorized Signature & Ti...



12386 North Dumont Way #100 Littleton, CO, 80125
720.479.8200 (ph) 720.479.8201 (fx)
info@commercialfitness.com

Quotation/Order Form

Date	Quotation #
11/1/2023	22032

Bill To:
City of Fort Lupton 130 S McKinley Avenue Fort Lupton, CO 80621 Accounts Payable

Ship To:
City of Fort Lupton Recreation Center 203 S. Harrison Ave Fort Lupton, CO 80621 Lacie Rechard 720-466-6171

Terms	Rep
Net 15	KG

Item	Description	Qty	Price Per Unit	Disc Price	Extended Total
Discount	Trade-in: 5 treadmills, 3 recumbent bikes, 1 octane bike, 1-stair master, 3 ellipticals, and 1 EFX. Includes no charge for extraction - includes vendor pickup. All units must be in working order.				-2,500.00
Cardio	Freight TBD - Core adjusting				5,286.00
Freight/Install	Delivery/Install. Includes delivery and installation of this equipment. TBD - Dawn to adjust				9,476.00
			Subtotal		
			Sales Tax (6.9%)		
			Total		

Authorized Signature & Ti...



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Terms	Rep
Net 15	KG

Item	Description	Qty	Price Per Unit	Disc Price	Extended Total
Delivery Notes	The facility must have working electricity prior to the equipment delivery in order for the technicians to test the cardio equipment and any other equipment that requires power. If your cardio equipment has embedded television screens, the cable/satellite signal needs to be live for our technicians to tune and test the TVs during the equipment installation. If a return trip is required, additional charges will apply. Construction or renovations in the room must be completed prior to delivery. This includes flooring, painting, baseboards, mirrors, lighting, electrical wiring, cable/satellite television. If not completed at time of delivery this could result in being billed for the loss of an entire days work and is at the discretion of the installation team. If a return trip is required because the room was not ready, these are the possible fees: •Return trips will be billed at \$110 per hour + \$45 trip charge. - Return trips that require equipment to be moved will be billed at \$150 per hour + \$45 trip charge. (Deliveries outside the Denver Metro area may incur a higher trip charge fee.)				0.00

			Subtotal	\$146,006.00
			Sales Tax (6.9%)	\$0.00
			Total	\$146,006.00

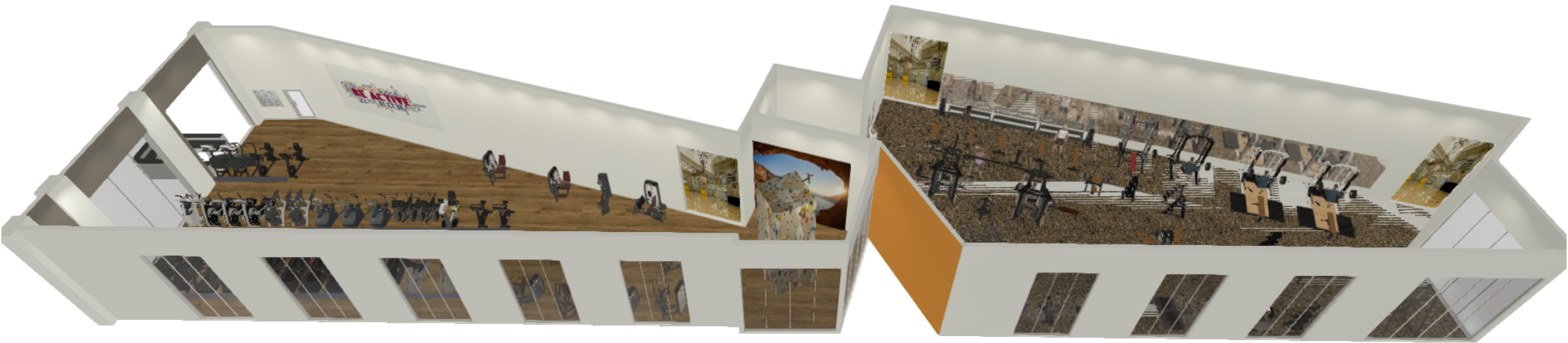
* **Please note:
Prices valid for 30 days from date of quote.
Storage fees may be charged if CFS is not notified of a shipping delay 2 weeks prior to product shipment from the manufacturer. Buyer is responsible for any freight, labor or storage charges incurred as a result of any changes made after 2 week cut off. If any portion of the order is cancelled within the two week time frame, there will be a 25% restocking fee. Custom orders carry a 100% restocking fee. Please address all changes in writing and fax to 720-479-8201. All orders are subject to credit approval prior to shipment. Buyer is responsible for all costs of collection including seller's reasonable attorney's fees. All

Authorized Signature & Title _____



APPROXIMATION OF FLOOR AND PLANNING AREA

Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plans accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.



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SUBJECT FOR DISCUSSION

Approving the Purchase of Strength Equipment for the Recreation Center Expansion Project for a Total Cost of \$125,398.98 Allocated from the Recreation Center Expansion Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Due to the heavy usage the fitness area sees on a regular basis, adding a separate area for heavy lifting and HIIT (High Intensity Interval Training) will be extremely beneficial for our members. The fitness area, especially the strength section, becomes congested with users including long wait times. Having additional strength equipment, and the additional space, will be highly beneficial in our daily operations. The fitness area sees high usage throughout the majority of operating hours. The recreation center would like to purchase the following items:

- 2 Nautilus Inspiration Dual Adjustable Pulleys
- 1 Nautilus Hack Squat
- 1 Nautilus Seated Calf
- 1 Nautilus Glute Drive
- Nautilus Racks
- Various Strength Bars
- Weight Lifting Benches
- Weight Plates
- Bumper Plates
- Cable Machine Attachments
- 2 Dumbbell Sets with the Racks (5lb – 100lb)
- Torque Bridge
- Kettlebells
- 1 Interactive Rower
- 1 Water Rower
- 1 AirRaid Ski Trainer
- 1 AirRaid Bike

Warranty Included.

All equipment will be delivered and installed when the fitness area expansion is ready for the equipment.

FINANCIAL CONSIDERATIONS

The Recreation Center has \$400,000.00 budgeted in FFE (Furniture, Fixtures, Equipment) with \$300,000.00 earmarked for Fitness Equipment.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

Not Applicable

STAFF RECOMMENDATIONS

Staff recommends the purchase of strength equipment from Commercial Fitness Solutions. Commercial Fitness Solutions is part of Sourcewell.

Attachments: a. Commercial Fitness Solutions Quotation/ Order Form

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



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11/1/2023	21458

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City of Fort Lupton 130 S McKinley Avenue Fort Lupton, CO 80621 Accounts Payable

Ship To:
City of Fort Lupton Recreation Center 203 S. Harrison Ave Fort Lupton, CO 80621 Lacie Rechard 720-466-6171

Terms	Rep
Net 15	KG

Item	Description	Qty	Unit Price	Extended Total
	Fitness Equipment - Added Strength, Movement, and Cardiovascular in New Addition			
	Existing Equipment in New Addition Smith Press 1 Structure Half Racks, 1 bench Plate Loaded Leg Press PWR Play Multi-Station			
	Fitness Equipment - Added Strength - Flat Black Frame / Custom Upholstery (FA - Wheat)			
9NP-D9302-60AAS	Nautilus Inspiration Dual Adjustable Pulley. 9-IPDA3 Warranty: Frame: 10 years / Parts for guide rods, plates, bearings: 5 years / Parts for plate switches, cables, grips: 1 year / Upholstery: 90 days / Labor: 1 year.	2	6,799.00	13,598.00
9NP-L1130-60BZS	Nautilus Hack Squat. Plate Loaded. 9NP-L1130-13BZS Warranty: Frame: 10 years / Parts for guide rods, plates, bearings: 5 years / Parts for plate switches, cables, grips: 1 year / Upholstery: 90 days / Labor: 1 year.	1	4,399.00	4,399.00
9NP-L1110-60BZS	Nautilus Tilt Seat Calf. Plate Loaded. 9NP-L1110-13BZS Warranty: Frame: 10 years / Parts for guide rods, plates, bearings: 5 years / Parts for plate switches, cables, grips: 1 year / Upholstery: 90 days / Labor: 1 year.	1	1,449.00	1,449.00



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Item	Description	Qty	Unit Price	Extended Total
9NP-L1131-60BZS	Nautilus Glute Drive. 9NP-L1131-13BZS Warranty: Frame: 10 years / Parts for guide rods, plates, bearings: 5 years / Parts for plate switches, cables, grips: 1 year / Upholstery: 90 days / Labor: 1 year.	1	3,949.00	3,949.00
731-8296	Nautilus Glute Drive Weight Storage. 713-8296	1	340.00	340.00
9NP-R7512-26AAS	Nautilus 2-Sided Olympic Weight Tree. 9NP-R7512-26AAS	4	769.00	3,076.00
9-HDHR2	Nautilus Half Rack. 9-HDHR2	3	5,449.00	16,347.00
9-HDCS1	Nautilus Half Rack Bumper Plate Storage. 9-HDCS1	4	439.00	1,756.00
9-HDP6D	Nautilus Half Rack Sound Dampening Platform 6'. 9-HDP6D. Warranty: 1 year conditional warranty to cover material defects due to material or workmanship. 1 year labor. Bumper plates must be used. Lower pads must be rotated every six months on SVA Platform.	2	9,849.00	19,698.00
9NP-B7202-60BZS	Nautilus Inspiration Olympic Flat Bench. 9NP-B7202-60BZS Warranty: Frame: 10 years / Parts for guide rods, plates, bearings: 5 years / Parts for plate switches, cables, grips: 1 year / Upholstery: 90 days / Labor: 1 year.	1	1,599.00	1,599.00
813OB-86MB	TKO 7' Olympic Bar, 1500lb Needle Bearing Chrome - 813OB-86MB	4	390.00	1,560.00
813OB-78LB	TKO 78" Women's Lightweight Olympic Bar, 25mm Shaft, Hard Chrome, Center Knurling. 813OB-78LB	1	360.00	360.00
813OB-86SS	TKO 86.5" Safety Squat Bar. 30mm Tempered Shaft. 185,000 PSI. 813OB-86SS	1	300.00	300.00



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Terms	Rep
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Item	Description	Qty	Unit Price	Extended Total
812HB-56"	TKO Combo Hex Bar. 812HB-56 56" Hex Bar. Combo Deadlift/Shrug Bar. Hi/Low Handle Option. 750 lb Weight Capacity	1	220.00	220.00
813OB-47	TKO 47" Olympic EZ Curl Bar, Hard Chrome finish, 813OB-47	2	150.00	300.00
TKO Urethane Pla...	2760# of Oly Plate to replace old Magnum. 8 - 345# sets. TKO Urethane Coated Olympic Plates with Dual-Grip, 345# mixed increment set	8	1,138.50	9,108.00
802BP-10	TKO 10 lb Rubber Bumper Plate 802BP-10 » Warranty: 6 months against breakage	4	38.00	152.00
802BP-15	TKO 15 lb Rubber Bumper Plate, 802BP-15 » Warranty: 6 months against breakage	4	45.00	180.00
802BP-25	TKO 25 lb Rubber Bumper Plate 802BP-25 » Warranty: 2 years against breakage	4	60.00	240.00
802BP-45	TKO 45 lb Rubber Bumper Plate 802BP-45 » Warranty: 2 years against breakage	8	108.00	864.00
143SCO-CM	TKO 2" Olympic Quick Clip Weight Collars (Pair), 143SCO-CM	6	10.00	60.00
812LBC	TKO Lock Jaw Collar, 812LBC	4	66.00	264.00



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Terms	Rep
Net 15	KG

Item	Description	Qty	Unit Price	Extended Total
848ACR-BK	TKO Accessory Rack *Matte Black* 848ACR-BK » Holds all types of fitness accessories » Stainless steel bar holders » A must for every fitness facility » Rubber feet to protect floors » Accessories sold separately PRODUCT DIMENSIONS: » Assembled Size: 32" W x 28" D x 49" H » Package Size: 51" L x 25" W x 7" H » Weight: 131 lbs	1	830.00	830.00
820TS	TKO 17" Chrome Cable Bar with Round Grip and Revolving Center, 820TS	2	44.00	88.00
820TAL-30	TKO 30" Chrome Pro Lat Bar with Polyurethane 820TAL-30	1	110.00	110.00
820TVB	TKO Multi-Purpose 'V' Chrome Bar with Round Grip, 820TVB	1	74.00	74.00
106H-BK	TKO Ultimate Ankle Strap, Black, Each 106H-BK	2	16.00	32.00
820TCB	TKO 28" Chrome Curl Bar with Polyurethane 820TCB	2	78.00	156.00
820TMP	TKO Multi-Exercise Chrome Bar with Round Grip and Revolving Center, 820TMP	1	90.00	90.00
820TPD	TKO Triceps Full Extension Chrome Bar with Round Grip, 820TPD	2	50.00	100.00
820TR	TKO 24" Triceps Rope, 820TR	2	22.00	44.00
820TSH	TKO Deluxe Stirrup Chrome Handle with Round Grip, 820TSH	2	24.00	48.00
820HR	TKO Triceps Hammer Rope, 820HR	2	18.00	36.00



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Item	Description	Qty	Unit Price	Extended Total
9NP-R8010-60AAS	Nautilus Double Dumbbell Rack. 10 Pair. 9NP-R8010-13AAS Warranty: 10 Years Frame / 5 Years Parts On Attachments / 1 Year Hardware & Labor	3	1,649.00	4,947.00
TKO 828US 5-50... 830US-5	TKO 5 lb Signature Urethane Dumbbells SOLD IN PAIRS 830US-5 - 5 - Year full commercial warranty against breakage	1	43.00	43.00
830US-10	TKO 10 lb Signature Urethane Dumbbells SOLD IN PAIRS 830US-10 - 5 - Year full commercial warranty against breakage	1	86.00	86.00
830US-15	TKO 15 lb Signature Urethane Dumbbells SOLD IN PAIRS 830US-15 - 5 - Year full commercial warranty against breakage	1	129.00	129.00
830US-20	TKO 20 lb Signature Urethane Dumbbells SOLD IN PAIRS 830US-20 - 5 - Year full commercial warranty against breakage	1	172.00	172.00
830US-25	TKO 25 lb Signature Urethane Dumbbells SOLD IN PAIRS 830US-25 - 5 - Year full commercial warranty against breakage	1	215.00	215.00
830US-30	TKO 30 lb Signature Urethane Dumbbells SOLD IN PAIRS 830US-30 - 5 - Year full commercial warranty against breakage	1	258.00	258.00
830US-35	TKO 35 lb Signature Urethane Dumbbells SOLD IN PAIRS 830US-35 - 5 - Year full commercial warranty against breakage	1	301.00	301.00



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Item	Description	Qty	Unit Price	Extended Total
830US-40	TKO 40 lb Signature Urethane Dumbbells SOLD IN PAIRS 830US-40 - 5 - Year full commercial warranty against breakage	1	344.00	344.00
830US-45	TKO 45 lb Signature Urethane Dumbbells SOLD IN PAIRS 830US-45 - 5 - Year full commercial warranty against breakage	1	387.00	387.00
830US-50	TKO 50 lb Signature Urethane Dumbbells SOLD IN PAIRS 830US-50 - 5 - Year full commercial warranty against breakage	1	430.00	430.00
	TKO DB Solid Steel Urethane Coated Round DB Pack 5-50# 828US			2,365.00
TKO DB Urethan...	TKO DB Solid Steel Urethane Coated Round DB Pack 55# - 100# 828US			6,664.40
TKO DB Urethan...	TKO 7.5 - 27.5# 828US Urethane DB, 5 pairs			752.50
830US-20	TKO 20 lb Signature Urethane Dumbbells SOLD IN PAIRS 830US-20 - 5 - Year full commercial warranty against breakage	1	172.00	172.00
830US-25	TKO 25 lb Signature Urethane Dumbbells SOLD IN PAIRS 830US-25 - 5 - Year full commercial warranty against breakage	1	215.00	215.00
830US-30	TKO 30 lb Signature Urethane Dumbbells SOLD IN PAIRS 830US-30 - 5 - Year full commercial warranty against breakage	1	258.00	258.00
830US-35	TKO 35 lb Signature Urethane Dumbbells SOLD IN PAIRS 830US-35 - 5 - Year full commercial warranty against breakage	1	301.00	301.00



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830US-40	TKO 40 lb Signature Urethane Dumbbells SOLD IN PAIRS 830US-40 - 5 - Year full commercial warranty against breakage	1	344.00	344.00
TKO Rubber Hex ...	TKO Rubber Hex 3-25# Dumbbell Set, 8 pairs, with Vertical Rack			2,079.20
9NP-R8012-60AAS	Nautilus Barbell Rack. 9NP-R8012-13AAS Warranty: 10 Years Frame / 5 Years Parts On Attachments / 1 Year Hardware & Labor	1	1,349.00	1,349.00
809US-G10	TKO 20-110 lb. Fixed Straight Bar Set, Urethane 809US-G10	1	3,575.00	3,575.00
9NP-B7506-60BZS	Nautilus Inspiration Multi-Adjustable Bench. 9NP-B7506-13BZS Warranty: Frame: 10 years / Parts for guide rods, plates, bearings: 5 years / Parts for plate switches, cables, grips: 1 year / Upholstery: 90 days / Labor: 1 year.	5	1,749.00	8,745.00
9NP-B7507-60BZS	Nautilus Inspiration Flat Bench. 9NP-B7507-13BZS Warranty: Frame: 10 years / Parts for guide rods, plates, bearings: 5 years / Parts for plate switches, cables, grips: 1 year / Upholstery: 90 days / Labor: 1 year.	1	879.00	879.00
9NP-B7508-60BZS	Nautilus Inspiration Adjustable Decline Bench. 9NP-B7508-13BZS Warranty: Frame: 10 years / Parts for guide rods, plates, bearings: 5 years / Parts for plate switches, cables, grips: 1 year / Upholstery: 90 days / Labor: 1 year.	1	1,449.00	1,449.00



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Terms	Rep
Net 15	KG

Item	Description	Qty	Unit Price	Extended Total
9NP-B7509-60BZS	Nautilus Inspiration Seated Arm Curl Bench. 9NP-B7509-13BZS Warranty: Frame: 10 years / Parts for guide rods, plates, bearings: 5 years / Parts for plate switches, cables, grips: 1 year / Upholstery: 90 days / Labor: 1 year.	1	1,549.00	1,549.00
9NP-B7516-60BZS	Nautilus Inspiration Utility Bench. 9NP-B7516-13BZS	1	879.00	879.00
9NP-B7510-60BZS	Nautilus Inspiration Abdominal Bench. 9NP-B7510-13BZS Warranty: Frame: 10 years / Parts for guide rods, plates, bearings: 5 years / Parts for plate switches, cables, grips: 1 year / Upholstery: 90 days / Labor: 1 year.	1	1,449.00	1,449.00
9NP-B7514-60BZS	Nautilus Inspiration 45 Degree Back Extension. 9NP-B7514-13BZS	1	1,549.00	1,549.00
9NL-S1011-60ARS	Nautilus Instinct Leg Curl, Seated. 9NL-S1011-60ARS Warranty: Frame: 10 years / Parts for guide rods, plates, bearings: 5 years / Parts for plate switches, cables, grips: 1 year / Upholstery: 90 days / Labor: 1 year. **Requires Bolting - See Equipment Instruction Manual for Details**	1	4,149.00	4,149.00



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Item	Description	Qty	Unit Price	Extended Total
9NL-S1010-60ARS	Nautilus Instinct Leg Extension, Side Mount. 9NL-S1010-60ARS Warranty: Frame: 10 years / Parts for guide rods, plates, bearings: 5 years / Parts for plate switches, cables, grips: 1 year / Upholstery: 90 days / Labor: 1 year. **Requires Bolting - See Equipment Instruction Manual for Details**	1	4,149.00	4,149.00
Custom Upholstery	Custom Upholstery (Per Unit) - Nautilus (FA - Wheat)	17	71.00	1,207.00
	Movement Training / Advanced			
XCB-2M-15-07	Torque Bridge Torque X-Create 2-Module 15 Foot Bridge (Black). Includes: (2) XCREATE-4SX-101, (2) XCREATE-6MBX-102, (2) XCREATE-MBXE-103, and (10) XCREATE-4MB-101, (4) XCREATE-UC1-101-F07, (4) XCREATE-UC2-7SS-101-F07.	1	6,032.00	6,032.00
XCREATE-8UM...	Torque X-Create 8 Foot Upright Module Extension (BLACK SATIN). XCREATE-8UME-07	1	980.00	980.00
XCREATE-4AS...	Torque X-Create 4ft. (1.2m) Accessory Storage Module (MATS INCLUDED). Accessory Tray/Ball Storage. XCREATE-4ASM	2	1,782.00	3,564.00



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Terms	Rep
Net 15	KG

Item	Description	Qty	Unit Price	Extended Total
XCREATE-4SB-1...	Torque X-Create 4 Foot Stall Bars (2 Pieces - Pair). XCREATE-4SB-101	1	630.00	630.00
XHMGRT-102	Torque Horizontal Mount Ground Rotational Trainer. XHMGRT-102	1	200.00	200.00
XCREATE-DA-101	Torque X-Create Dip Attachment. XCREATE-DA-101	1	798.00	798.00
XRACK-RCK-101	Torque Rock Climbing Kit (2 Pieces- Pair), XRACK-RCK-101	5	130.00	650.00
XERT-102	Torque NEW Endless Rope Trainer. XERT Warranty: 10 year frame and welds/1 year parts/90 days misc.	1	1,700.00	1,700.00
XCREATE-BHSE...	Torque X-Create Ball & Hanging Storage Extension. XCREATE-BHSE-103	1	298.00	298.00
O6B	Torque Olympic Bar - 6 Foot Torque Standard 32mm (BHC-00072). O6B	1	308.00	308.00
XCREATE-ULC...	Torque XCREATE Upright Lower Cross Brace (2 Pieces-Pair) (STORM GREY). XCREATE-ULCB-101	1	436.00	436.00
	Accessories			
TRXCLUB4	TRX Commercial Suspension Trainer v.4 - Rubber handles, locking carabiner, velcro foot cradles, 5 yr commercial warranty. TRXCLUB4	2	239.95	479.90
122FBP-GR-55	TKO 55 cm. Fitness Ball, Gray, Chart & Pump 122FBP-GR-55	2	22.00	44.00
122FBP-RD-65	TKO 65 cm. Fitness Ball, Red, Chart & Pump 122FBP-RD-65	2	24.00	48.00



12386 North Dumont Way #100 Littleton, CO, 80125
720.479.8200 (ph) 720.479.8201 (fx)
info@commercialfitness.com

Quotation/Order Form

Date	Quotation #
11/1/2023	21458

Bill To:
City of Fort Lupton 130 S McKinley Avenue Fort Lupton, CO 80621 Accounts Payable

Ship To:
City of Fort Lupton Recreation Center 203 S. Harrison Ave Fort Lupton, CO 80621 Lacie Rechard 720-466-6171

Terms	Rep
Net 15	KG

Item	Description	Qty	Unit Price	Extended Total
X4MBPI	Torque 4 Foot (1.2 M) Medicine Ball Package 1 International. X4MBPI Includes: (1) 4 lb (1.8 kg) Medicine Ball, (1) 6 lb (2.7 kg) Medicine Ball, (1) 8 lb (3.6 kg) Medicine Ball, (1) 10 lb (4.5 kg) Medicine Ball, and (1) 12 lb (5.5 kg) Medicine Ball	1	364.00	364.00
X4KBP1I	Torque 4 Foot (1.2M) Kettlebell Package 1 - Light, International X4KBP1 Includes: (1) 4kg (8.8 lb) Kettlebell, (1) 6kg (13.2lbs) Kettlebell, (1) 8kg (17.6 lbs) Kettlebell, (1) 12kg (26.4 lb) Kettlebell, (1) 16kg (35.2 lb) Kettlebell, and (1) 20 kg (44.1 lb) Kettlebell. X4KBP1I	1	534.00	534.00
X4SBP1I	Torque 4 Foot (1.2 M) Slam Ball Package 1. X4SBP1I Includes: (1) 10 lb Slam Ball, (1) 15 lb Slam Ball, (1) 20 lb Slam Ball, and (1) 25 lb Slam Ball	1	232.00	232.00
LBT9-1	Torque Loop Band, 9", Level 1, LBT-1	2	4.00	8.00
LBT9-2	Torque Loop Band, 9", Level 2, LBT-2	2	4.00	8.00
LBT9-3	Torque Loop Band, 9", Level 3, LBT-3	2	6.00	12.00
PT-LIGHT	Torque Light Power Tube - Double Handles/Nylon Covered (Yellow) PT-LIGHT	1	32.00	32.00
PT-MEDIUM	Torque Medium Power Tube - Double Handles/Nylon Covered (Orange) PT-MEDIUM	1	34.00	34.00
PT-HEAVY	Torque Heavy Power Tube - Double Handles/Nylon Covered (Blue) PT-HEAVY	1	36.00	36.00
TBR-CN30	Torque Battle Rope, Nylon Cover 1.5 inches by 30 Feet, TBR-CN30	2	110.00	220.00



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Item	Description	Qty	Unit Price	Extended Total
262PLBS	TKO 3 N 1 Foam Plyo Box. 262PLBS » 30" x 24" x 20" All in One Foam Plyo Box » 3 Training heights accommodate a range of user abilities and add versatility » Dense foam for soft but durable landing zone » Durable 16oz vinyl coating » 90lbs for added stability	2	330.00	660.00
182FR-BK	TKO 18" Foam Roller, Black. 182FR-BK	2	20.00	40.00
184FR-BK	TKO 36" Foam Roller, Black. 184FR-BK	2	36.00	72.00
145DW-BL	TKO Dual Ab Wheel 145DW-BL	2	16.00	32.00
72-10850-PNG	BOSU Pro Nexgen. Textured design enhances functionality for grip and positional cueing. 72-10850-PNG	2	199.99	399.98
80159	Power Systems VersaDisc, Blue, 80159	2	32.50	65.00
HMLTFL-10.0-101	Torque Functional Lite Hanging Mat - Long. 10m Thick. HMLTFL-10.0-101	6	78.00	468.00
263PLBS	TKO Stackable Foam Plyo Box. 263PLBS » 6", 12" & 20" Foam Stackable Plyo Box » Variety of training heights to accommodate user abilities » Dense foam for soft but durable landing zone » Durable 16oz vinyl coating » 29" x 35" Landing Zone	1	600.00	600.00
9NP-B7524-60AAS	Nautilus Inspiration Stretch Bench. 9np-B7524-13AAS	1	1,099.00	1,099.00
	HIIT Cardiovascular Equipment			



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Item	Description	Qty	Unit Price	Extended Total
ABS10001B	Ab Company Ab Coaster CTL, Silver, ABS10001S	1	1,899.00	1,899.00
TSPC	Aviron Interactive Tough Series Rower (TSR1) & 22" HD Touchscreen (AST1). Commercial Membership Subscription Sold Separately. TSCP	1	2,499.00	2,499.00
ECS1	Aviron Interactive 1-Year Commercial Membership. ESC1	1	599.00	599.00
	Note: Location for Aviron Rower will be upper level fitness loft.			
M1 HiRise	Waterrower S4 Rower, Metal Hi-Rise, M1 HiRise	1	1,795.00	1,795.00
	Warranty: Frame: 5 years / Parts: 3 years			
8ASKI	TKO AirRaid Ski Trainer. 10 Different Settings On The Air Damper. Independently Moving Arms. Floor Mount Included. 8ASKI.	1	1,450.00	1,450.00
	Warranty: Frame: 5 Years, Parts: 2 Years (Excludes Normal Wear & Tear)			
8AB	Existing Cascade Runner Self Powered Treadmill (1) TKO AirRaid Bike. Console: Time, Speed, Distance, Calories, Watt, HR and RPM read outs Console Is Equipped with HIIT and Crossfit Interval Training Programs. Durable Frame with Commercial Design and Modern Exterior. Four Way Smart Seat Adjustment. Warranty: Frame: 5 Years, Parts: 2 Years. 8AB	1	1,650.00	1,650.00
	Subtotal	191		161,428.98
Discount	Discount		-53,100.00	-53,100.00



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Terms	Rep
Net 15	KG

Item	Description	Qty	Unit Price	Extended Total
Freight	Freight.		7,570.00	7,570.00
Delivery/Install	Delivery/Install. Includes delivery and installation of this equipment.		9,500.00	9,500.00
Value Add	The Following Value Add Services are Included at No Charge: * In-Service Orientation * CAD Facility Design * Priority Service Status (48Hr Response Time) * Preventative Maintenance Orientation * Liability Sign & Waiver Samples		0.00	0.00
Treadmill Electrical	Most commercial treadmills require 115V/20amp dedicated circuits with NEMA 5-20R receptacles. Please refer to the equipment cut sheet or your equipment specialist for more information.		0.00	0.00
Bolt	GymRax, Torque Racks, X-Labs, & TRX Studio Line must be bolted to the floor with 2 1/2" - 3 1/2" anchors. If your floor is post tension slab, it will need to be x-rayed prior to bolting equipment to floor. This is not in our scope of work; we can recommend a 3rd party provider.		0.00	0.00



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Terms	Rep
Net 15	KG

Item	Description	Qty	Unit Price	Extended Total
Delivery Notes	The facility must have working electricity prior to the equipment delivery in order for the technicians to test the cardio equipment and any other equipment that requires power. If your cardio equipment has embedded television screens, the cable/satellite signal needs to be live for our technicians to tune and test the TVs during the equipment installation. If a return trip is required, additional charges will apply. Construction or renovations in the room must be completed prior to delivery. This includes flooring, painting, baseboards, mirrors, lighting, electrical wiring, cable/satellite television. If not completed at time of delivery this could result in being billed for the loss of an entire days work and is at the discretion of the installation team. If a return trip is required because the room was not ready, these are the possible fees: •Return trips will be billed at \$110 per hour + \$45 trip charge. Return trips that require equipment to be moved will be billed at \$150 per hour + \$45 trip charge. (Deliveries outside the Denver Metro area may incur a higher trip charge fee.)		0.00	0.00

* *Please note:

Prices valid for 30 days from date of quote.

Once this order has been finalized and a mutually agreed upon delivery date established, any changes to the order must be made in writing and the purchaser will be responsible for any/all additional costs associated with the purchasers requests to change, cancel, reschedule or delay the delivery of the products listed on this order. Additional charges could include (but are not limited to) inbound freight, restocking fees, overtime, storage fees and return freight charges.

Subtotal	\$125,398.98
Sales Tax (6.9%)	\$0.00
Total	\$125,398.98



SUBJECT FOR DISCUSSION

Approving an Agreement with Weld County Sheriff's Office to Provide Jail Services for Fort Lupton Municipal Court Offenders.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

In handling some court cases, the Municipal Court utilizes a jail facility. These cases are either non-complainant with Court orders, failures to appear or have been sentenced to serve time in jail. Due to operational costs of a jail, Fort Lupton has historically used jail services from Weld County. The Municipal Court reimburses the County for services rendered based upon the rate set by the Joint Budget Committee of the Colorado General Assembly annually. The current rate is \$75.65 per full day.

The agreement was last updated in 2019. The minimal revisions within the agreement are based upon updated state regulations.

FINANCIAL CONSIDERATIONS

The General Fund has \$300 budgeted in the Courts department for boarding services. In 2022 and 2023 the boarding fees charged were under \$700 each year.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

- 1) Approve Agreement for Municipal Jail Services.
- 2) Establish a jail facility for Fort Lupton offenders.

STAFF RECOMMENDATIONS

Staff recommends authorizing the City Administrator to enter into agreement with Weld County, Sheriff's Office, for jail services.

Attachments: a. Agreement for Municipal Jail Services between Weld County and City of Fort Lupton

AGREEMENT FOR MUNICIPAL JAIL SERVICES BETWEEN
WELD COUNTY AND CITY OF FORT LUPTON

This agreement is made this _____ day of _____, 2024, by and between the City of Fort Lupton, hereinafter referred to as the "Municipality", and the County of Weld, a body corporate and political subdivision of the State of Colorado, through its Board of County Commissioners, hereinafter referred to as "County."

WHEREAS, the Municipality does not desire to maintain a jail facility and wishes to use the County Jail and the services of the Sheriff of the County of Weld; and

WHEREAS, the joint use of the County Jail facilities would provide increased efficiency for both parties; and

WHEREAS, in accordance 31-15-401 (1) (k), C.R.S., the Municipality, with the consent of the board of Weld County Commissioners, may use the county jail for the confinement or punishment of offenders, subject to such conditions as are imposed by law; and

WHEREAS, in accordance with Section 29-1-203, C.R.S., political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the corporations or contracting entities; and

WHEREAS, in order to set forth clearly the responsibilities, obligations, powers and rights of each of the parties, the Municipality and the County hereby enter into this Agreement.

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

1. Definitions

- A. Municipal Offender(s) – As used in this agreement, the term Municipal Offender(s) shall mean offenders placed with the County pursuant to this contract.
- B. Municipal Court – the duly designated judicial entity of the Municipality.

2. Conditions for Acceptance of Municipal Offender(s)

The following conditions must be met before a municipal offender will be accepted for commitment or placement at the Weld County Jail ("Jail"):

- A. The offender(s):
 - I. Must be an adult, 18 years of age or older.
 - II. Must be without serious medical and/or mental health issues, as

determined by the Weld County Jail Medical Services Provider, including, but not limited to, communicable infectious disease.

- III. Identity must be reasonably established.
- B. The Pre-booking documentation must be completed as required by the Jail and include, but not be limited to:
 - I. The actual and specific description of the municipal ordinance violation; or
 - II. The actual and specific description of the original municipal ordinance violation, if the booking results from a municipal arrest warrant for failure to appear, comply, complete conditions, or pay, or is a municipal mittimus order.
- C. One of the following forms of documentation from the Municipality must accompany the offender or be provided to the County prior to the offender being accepted and booked at the Jail:

- I. Mittimus Order

A mittimus order shall be accepted only if the commitment is for consecutive days, with the consecutive days not consisting of weekend days only or with days of liberty interspersed with days of detention. The offender may be committed to work release and/or electronic home detention if they meet the minimum acceptance criteria for such jail alternative program and if space is available.

- II. Arrest Warrant

An arrest warrant shall be accepted only if the arrest warrant: (1) includes the actual and specific, (original) municipal ordinance description, (e.g. Failure to Appear/Speeding, Failure to Pay Fines & Costs/ Disorderly Conduct, etc.), AND (2) specifies the amount and type of bond to secure bail, such as: a) an amount of cash, b) an amount of cash or surety, c) personal recognizance after 24 or 48 hours, or d) "Hold without Bond."

Notice of the municipal arrest warrant service shall be made to the municipal court clerk by fax and/or email, or a mutually accepted alternative, within 4 hours. The Municipality shall provide the municipal clerk's fax number to the County at the time of the execution of this Agreement. The municipal law enforcement agency listed as the arrest

warrant originating agency on the Colorado Bureau of Investigation's Colorado Crime Information Center (CCIC) computer system will be notified that the offender has been located when the arrest warrant is confirmed. The Weld County Jail is not responsible for notice to the Municipality, municipal court, or municipal court clerk other than by the means described in this Agreement.

III. Penalty Assessment, Summons or Summons & Compliant

A penalty assessment, summons and complaint, or summons shall be accepted, except when the municipal offender is also: 1) Cited for violations of Colorado Statutes from the same criminal episode giving rise to municipal ordinance violations; 2) There is an outstanding county or district court arrest warrant; or 3) A hold has been paced on the offender by the Colorado Department of Corrections, Adult Parole Division or the 19th Judicial District Probation Department.

Municipal offenders cannot be released on personal recognizance after their incarceration based upon the issuance of these documents when any one of the three (3) above listed circumstances are present. A municipal detainer for the offender may be entered in lieu of issuing a penalty assessment, summons and complaint, or summons by request of the arresting municipal officer when any one of the three listed circumstances are present.

- D. The municipality shall provide the County with an Annual Court Appearance Schedule.
- E. The Municipality agrees to comply with the policies and procedures of the Jail and Weld County Sheriff's Department, unless specifically altered in this agreement.

3. Description of Services

- A. In accordance with the terms of this Agreement, it shall be the responsibility of the County to receive and safely keep every adult offender duly committed or placed in the Jail for safekeeping, examination, trial, or duly sentenced to imprisonment in the Jail upon conviction for any contempt, misconduct, or for any violation of municipal ordinance. The County shall not release the offender from jail, on bail or otherwise, except by lawful authority and/or pursuant to the provisions of this Agreement.
- B. It shall be the responsibility of the County to make record of every adult offender duly committed or placed in the Jail in accordance with the terms of this

Agreement. The record shall include a photograph or digital image of the offender and offender identification information as defined in Colorado Revised Statutes 24-72-302 (1) and 24-73-302 (2).

- I. Ten-print fingerprint cards will be electronically sent to the Colorado Bureau of Investigation when the actual and specific description of the municipal ordinance is provided on pre-booking documentation and/or municipal arrest warrants. A ten-print fingerprint card will be maintained by the County for each municipal offender in accordance with the Weld County Sheriff's Office Criminal Justice Records Retention Schedule approved by the Colorado Archivist.
- C. It shall be the responsibility of the County to accept municipal court orders temporarily detaining offenders held pursuant to county or district court matters. The County is responsible to provide timely notice to the municipal law enforcement agency or municipal court detaining the offender when there has been a disposition of pending county or district court matters. Notification to the municipal court shall be made within 4 hours.
- D. It shall be the responsibility of the County to accurately prepare for and accept bonds and related cash or surety documents, set court appearances in accordance with municipal court schedules, complete or prepare other municipal court documents required to accept and release municipal offenders into and from the Weld County Jail. The County is responsible to make said documents available to the municipal clerk or mail said documents to the municipal clerk via email the following work day.
- E. It shall be the responsibility of the County to afford municipal offenders' access to inmate programs and activities in a manner consistent with the Jail classification of like County inmates. The municipal offender's classification will be determined by the Jail Inmate Services Unit Classification staff.
- F. It shall be the responsibility of the County to comply with C.R.S. 17-26-109 and afford sentenced municipal offenders deductions of time for his/her municipal court sentence in a manner consistent with sentenced County offenders.
- G. It shall be the responsibility of the County to determine sentenced municipal offender's eligibility and conditions for furlough consistent with sentenced County offenders. The County shall notify the municipal court of any municipal offender furlough.
- H. It shall be the responsibility of the County to comply with the provisions of C.R.S. 13-10-111.5, as amended, and any standing orders issued by the municipal court pursuant to said statute.

4. Duration of Agreement

This Agreement shall be effective upon final execution by the appropriate officers of both parties on the date first set forth above, and shall continue through **January 30, 2025**, and shall be automatically renewable year to year for up to 5 years from final execution unless sooner terminated by notice from either party in accordance with Section 5 of this Agreement. It is further understood and agreed that the obligations of the Municipality as set forth herein shall be subject to annual appropriation. Nothing herein shall be deemed a multiple fiscal-year obligation in violation of Article X, Section 20 of the Colorado Constitution. At the time this Agreement is terminated, the Municipality shall retake all Municipal offenders.

5. Termination of Agreement

This Agreement may be unilaterally terminated, with or without cause, by 30 days written notice, by either party delivered to the other party in accordance with Section 12 "Notices". Within 30 days after delivery of said notice, the Municipality shall retake physical custody of Municipal offenders in the County's custody pursuant to this Agreement.

6. Emergency Release

Notwithstanding the provisions of Section 4 & 5 set forth herein, the County has the authority to release, on an emergency basis, those municipal offenders when the County deems such release is necessary due to exigent circumstances. The County shall, in its sole discretion, determine those exigent circumstances which necessitate such emergency release. Such exigent circumstances may include, but are not limited to, inmate overcrowding of the County Jail. The County shall notify the municipal court of the offender's name, date & time released, and the basis for release due to exigent circumstances.

7. Agreement Monitor

In order to administer this Agreement effectively, the Municipality shall designate an Agreement Monitor. Until further notice is received, the Municipality's Agreement Monitor shall be the individual named in Schedule A, attached hereto and incorporated herein by reference. Any change in the Agreement Monitor shall be effective upon 10 days advance written notice to the County's Contact Person.

8. County Contact Person

In order to administer this Agreement effectively, the Sheriff or his/her designee shall act as the County's Contact Person. Until further notice is received, the County's Contact Person shall be the individual named in Schedule A, attached hereto and incorporated herein by reference. Any change in the County's Contact Person shall be effective upon 10 days advance written notice to the Municipality's Agreement Monitor.

9. Cost and Reimbursement

- A. Except as otherwise provided in this Agreement, all costs of housing the Municipality's offenders, pursuant to the terms of this Agreement shall be fixed and reimbursed at the per offender per day rate set in the previous year by the Joint Budget Committee of the Colorado General Assembly for reimbursement to Colorado counties for holding backlogged Department of Corrections' inmates. Said rate shall begin **July 1** of the year following the setting of the rate and continuing to and until **June 30** of said year. The Municipality shall reimburse the County for the day the Municipality's offender is delivered and for every subsequent day that the Municipality's offender is assigned to the Weld County Jail, but not the day that the Municipality's offender is released from the Weld County Jail due to completion of sentence or by order of the committing Court.
- B. For those offenders who remain in the County Jail for a period of no more than four (4) hours, the Municipality shall pay the County one half of the Per Diem rate set forth in paragraph A, above.
- C. If the Municipal offender is detained in the Weld County Jail under the concurrent authority of the municipality and of other municipal jurisdictions, the municipality shall be responsible for no more than its equally proportional share of the cost of housing and maintaining the offender in the custody and/or under the supervision of the Weld County Sheriff.
- D. The costs of providing routine, on-site or contract medical, psychiatric or dental services shall be considered normal costs incidental to the operation of the County Jail, as further defined in Schedule B, attached hereto and incorporated herein by reference, and are considered part of the costs reimbursed by the Per Diem rate per offender as provided in paragraph A, above. The County shall be reimbursed by the Municipality for the costs of extra ordinary health care services, as further defined in Schedule B.
- E. Physical damage to the Weld County Jail as a direct result of the placement of a municipal offender housed therein shall not be considered "usual costs" incidental to the operation of the Weld County Jail. These costs shall not be part of the reimbursement by the fixed rate per offender per day as provided by subparagraphs A and B of Section 9 of this Agreement. The County shall be reimbursed separately by the Municipality for these costs.
- F. The Municipality shall be billed monthly by the County for the rates set forth in Section 9 subparagraphs A, B, & C of this Agreement. Payment shall be made within 30 days of receipt of the County's invoice. The Municipality shall reimburse the County for extraordinary medical expenses as set forth in Schedule B. The Municipality shall reimburse the County for non-medical

extraordinary expenses incurred under the terms of this Agreement within 30 days of receipt of the County's invoice.

10. Transportation

Transportation of offenders in custody for violation of a Municipal Ordinance is the sole responsibility of the Municipality. If the Municipality and County have entered into a separate agreement for law enforcement services, then transportation of offenders in custody for violation of a Municipal Ordinance shall take place in accordance with the provisions of said agreement and all costs incurred by the County in the course of providing such transportation on behalf of the Municipality shall be paid by the Municipality as provided therein.

- A. Municipal Video Court Appearance technology is available to Municipality in the jail. If the Municipality wants to use this technology, the Municipality will work closely with the Weld County Sheriff Office and Weld County Information Technology to identify system minimums and requirements for the Municipality to include hardware, software, and network configurations. The Municipality understands and agrees that identified system minimums and requirements, hardware, software, network configurations, labor and installation, and post installation connectivity troubleshooting of the Municipality's Video Court is not the responsibility of the County. The system shall be available at scheduled times barring system failure.
- B. The Municipality shall provide, in advance, the Municipality Court docket to the Sheriff's Office. The Municipality shall be responsible to provide a Municipality Bailiff to transport, escort, and provide security for Municipality Offenders to Municipal Video Court Appearance at the facility in the North Jail Complex. Upon completion of Municipality Video Court, the Municipality Bailiff shall transport and escort Municipality Offenders back to a designated area within the North Jail Complex determined by the County.

11. Responsibility for Legal Proceedings

- A. The Municipality shall be responsible for defending itself and its officers and employees in any civil action brought against the Municipality, its officers and employees by any municipal offender in the physical custody of the County.
- B. The County shall be responsible for defending itself, its deputies and employees in any civil action brought against the County, its officers and employees by any municipal offender in the physical custody of the County.
- C. The Municipality and its representatives shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of the County or the representatives thereof, arising out of the housing of any municipal offender

pursuant to this Agreement.

- D. The County and its representatives shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of the Municipality or the representatives thereof, arising out of the housing of any municipal offender pursuant to this Agreement.

12. Notices

Any notices provided for in this Agreement shall be in writing and shall be served by personal delivery or by certified mail, return receipt requested, prepaid postage at the address listed in Schedule C, attached hereto and incorporated herein by reference, until such time as written notice of a change is received from the other party. Any notice so mailed and any notice served by personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification to the Agreement Monitor or the County Contact Person is required.

13. No Third-Party Beneficiary Enforcement

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Municipality and the County, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of the Municipality and the County that any entity, other than the Municipality or the County receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only.

14. Modification and Breach of Contract

This Agreement and the attached schedules contain the entire Agreement and understanding between the parties and supersedes any other agreements concerning the subject matter of this transaction whether oral or written. No modification, amendment, revocation, renewal or other alteration of/to this Agreement and the attached schedules, shall be deemed valid or of any force or affect whatsoever, unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this Agreement and attached schedules shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

15. Severability

If any term or condition of this Agreement shall be held to be invalid, illegal or unenforceable, this Agreement shall be construed and enforced without such a provision, to the extent this Agreement is then capable of execution within the original intent of the parties.

16. Governmental Immunity

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as applicable now or hereafter amended.

17. Board of County Commissioners of Weld County Approval

This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado or its designee.

18. Acknowledgment

County and Municipality acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms. Both parties further agree that this Agreement, with the attached Schedules A-C, is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
OF WELD COUNTY, COLORADO

By: _____
Kevin Ross, Chair

ATTEST:

By: _____
Clerk to the Board

City of Fort Lupton, COLORADO

By: _____

Title: _____

ATTEST:

By: _____
Maricela Peña, City Clerk

AGREEMENT FOR MUNICIPAL JAIL SERVICES

SCHEDULE A

1. Until further notice is received, the Municipality's Agreement Monitor shall be:

Jeanelle Andersen, Court Administrator
City of Fort Lupton
130 S. McKinley Avenue
Fort Lupton, CO 80621
Telephone: (720) 466-6105

2. Until further notice is received, the County's Contact Person shall be:

Rosanna Soto, Office Manager
Administrative Division
Weld County Sheriff's Office
1950 O Street
Greeley, CO 80631
Telephone: (970) 400-2804

AGREEMENT FOR MUNICIPAL JAIL SERVICES

SCHEDULE B

The costs of providing to municipal offenders routine on-site medical psychological/ psychiatric, dental and medication services, customarily provided to persons sentenced to confinement in the Weld County Jail, shall be considered usual costs incident to the operation of the Weld County Jail. These usual costs include but are not limited to, regularly scheduled sick call, nursing coverage, regular on-site physician visits, routine X-rays for diagnostic purposes which may lead to off-site care, and the dispensing and cost of common prescription medications for routine and minor illnesses. In addition, all municipal offenders transferred to the County pursuant to this Agreement with a condition of drug aftercare, a known history of drug abuse while incarcerated, or who are suspected of illegal use of drugs, shall be required to participate in routine urinalysis testing conducted by the Weld County Jail health care provider. All positive test results for unauthorized drugs shall be reported by the County Contact Person to the Agreement Monitor. The cost of this routine urinalysis testing, together with the usual costs of care referenced above, shall be part of the fixed rate per offender per day as set forth in Section 9 A, of this Agreement.

Extraordinary medical expenses for extraordinary health care shall be the responsibility of the Municipality, subject to the authorization provision below.

For purposes of this Agreement, extraordinary medical expenses are those expenses for extraordinary health care commonly provided to offenders on-site at the Weld County Jail by the Weld County Jail health care provider. Extraordinary medical expenses also include costs for prescribed prosthetics, hearing aids, prescribed eyeglasses, dentures or costs for any cosmetic, dental or elective medical procedure or treatment. Extraordinary health care includes but is not limited to, prescription medication for serious, chronic, infectious and/or uncommon illnesses such as diabetes and hepatitis; respiratory care including requirements for oxygen; rehabilitation-therapy and equipment; care requiring a general or spinal anesthetic; care requiring the services of a surgeon and attending nursing care; dental surgery excluding the repair of cavities, on-site tooth extraction or routine dental procedures; ambulance or Air Life transportation. The Weld County Jail health care provider shall determine when off-site care is required for municipal offenders housed at the Weld County Jail.

Extraordinary medical expenses shall be reimbursed by the Municipality provided:

- 1) Such service is emergency medical treatment as determined by the Weld County Jail health care provider, or
- 2) Such service was approved in advance by the Agreement Monitor.

In cases where the Weld County Jail health care provider has determined that extraordinary care must be provided prior to obtaining the Agreement Monitor's consent, the Weld County health care provider shall notify the Agreement Monitor as soon as practicable, but no later than 8 hours after the rendering of care.

AGREEMENT FOR MUNICIPAL JAIL SERVICES

SCHEDULE C

1. Any notice to the Municipality provided for in this Agreement shall be sent to the Agreement Monitor at:

Jeanelle Andersen, Court Administrator
City of Fort Lupton
130 S. McKinley Avenue
Fort Lupton, CO 80621
Telephone: (720) 466-6105

2. Any notice to the County provided for in this Agreement shall be sent to: Board of Weld County Commissioners

P.O. Box 758
Greeley Co. 80632-D758
Telephone: (970) 356-4000 Ext. 4225

With a copy to:

Rosanne Soto, Office Manager Administrative Division
Weld County Sheriff's Office
1950 O Street
Greeley, CO 80631
Telephone: (970) 400-2804



SUBJECT FOR DISCUSSION

Purchase of Equipment for Patrol Vehicles in the Amount of \$49,803.20 Allocated from the Information Technology (IT) Budget

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The current MDT's in the Police Department's patrol vehicles are coming up on the start of their replacement cycle. Last year, "2023," we completed half the fleet and this year we would like to complete the other 10 with Getac B360g2 laptops. Like last year, the older laptops will be moved into Public Work vehicles to provide them with additional capabilities in the field. The new MDT's will provide the Police Department with faster, more modern computers. They will have touchscreen and backlit keyboards. The cost of the new MDT's will be \$49,803.20 which includes 10 Getac B360 g2 laptops, bumper to bumper 5-year warranty, and 10 vehicle docks. The monies will come from the already budgeted IT budget of \$51,000.00

FINANCIAL CONSIDERATIONS

The Information Technology Department in the General Fund budgeted \$51,000 to upgrade MDTs

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. The City proceeds with the purchase of the new Getac MDT's, moving the old MDT's to Public Works' vehicles to give them additional capabilities
2. The City chooses not to move forward on the purchase of the new MDT's

STAFF RECOMMENDATIONS

IT Recommends purchasing the 10 Getac B360g2 MDT's for the police department and re-using the older systems in the Public Works' vehicles

Attachments: a. Police MDT Quotation #0227114577

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

SOLD-TO PARTY 10644566

CITY OF FORT LUPTON
130 S MCKINLEY AVE
FORT LUPTON CO 80621-1343

SHIP-TO

CITY OF FORT LUPTON
130 S MCKINLEY AVE
FORT LUPTON CO 80621-1343

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation

Quotation Number : [0227114577](#)
Document Date : 12-FEB-2024
PO Number :
PO release: :
Sales Rep : Dan Trivett
Email : DAN.TRIVETT@INSIGHT.COM
Telephone :
Sales Rep 2 : Randy Gunther
Email : RANDY.GUNTHER@INSIGHT.COM
Telephone : +14809021016

Material	Material Description	Quantity	Unit Price	Extended Price
BS7764BABDGX	GETAC B360G2 - I7-1260P, HELLO CAM, WIN11+16GB, 256GB PCIE SSD, SR FHD 1400 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3474.99 Discount: 2.819%	10	3,377.02	33,770.20
GE-SVTBNFX5Y	Getac Bumper to Bumper + Extended Warranty - extended service agreement - 2 years - 4th/5th year - pick-up and return OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 688.99 Discount: 8.735%	10	628.81	6,288.10
543390100502	GAMBER JOHNSON, 7160-1431-03 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 783.99 Discount: 0.685%	10	778.62	7,786.20
590GBL000515	GETAC LIND GE1963-5322 120W DC/DC ADPTR OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 219.99 Discount: 10.964%	10	195.87	1,958.70

Product Subtotal	43,515.10
Services Subtotal	6,288.10
TAX	0.00
Total	49,803.20

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Dan Trivett

DAN.TRIVETT@INSIGHT.COM

Randy Gunther
+14809021016

RANDY.GUNTHER@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>



SUBJECT FOR DISCUSSION

Approve Public Works Wastewater Disposal Agreement with Black Diamond Pumping for Disposal of Domestic Wastewater to the City Sanitary Sewer System.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City has entered into agreements for the disposal of wastewater to the City's sanitary sewer system by waste haulers in the past (CIVEO). The agreement provides for compliance with the Municipal Codes and Ordinances related to the City's sewer system (Chapter 13, Article I).

The agreement restricts type of waste allowed for disposal, provides a "virtual" sewer service connection and billing structure for the hauler.

Black Diamond Pumping is a local contractor located at 14037 CR 8. The Company's operation is septic tank maintenance.

Monthly billings include the \$16.60 monthly fee, \$40.00 Reg 85 fee and \$100.00 per load discharged. Company's ultimate use is anticipated to be 25 to 35 loads per month. The truck capacity is 3,000 gallons. The billing structure takes into account an average load of 2,000 gallons per trip. The company cost will average about \$0.05 to \$0.06 per gallon. Utility billings from 2022 to 2024 totaled \$24,445.20 with 232 loads deposited to the City's sanitary sewer system.

Black Diamond Pumping is continuing the permit issued in 2022 for an additional 2 years.

FINANCIAL CONSIDERATIONS

Monthly billings will range from \$556.00 to \$3,056.00 at full operations to the Utility Fund.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A) Approve the Discharge Permit.
- B) Deny the Permit.
- C) Modify the permit.

STAFF RECOMMENDATIONS

Staff recommends approving Wastewater Discharge Permit with Black Diamond Pumping.

Attachments: a. PW Agreement - Black Diamond Pumping

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Agreement Wastewater Hauler Services

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Black Diamond Pumping** (hereinafter "PERMITTEE").

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

1. **SCOPE OF SERVICES.** City will process waste water from collection services as outlined by Permittee.
 - 1.1. **Source of wastewater** - Domestic and Commercial septic systems
 - 1.2. **Quantity per dump cycle** - 2,000 gallons per truck load
 - 1.3. **Maximum dumps per month** - 35

1. **TERM OF AGREEMENT.**

The term of this Agreement shall begin on the Effective Date stated on the Public Works Permit and shall continue until terminated ("Termination Date") by either party. Permittee or City may terminate this Agreement at any time by giving at least a 45-day notice of the Termination Date to the City. From and after the Termination Date, the City will not be obligated to accept wastewater from Permittee. The City may terminate this Agreement for violation of this Agreement or the Wastewater Discharge Permit as provided in Paragraph 3.3 and 3.4. Upon termination for any reason, Permittee shall not be entitled to recover any payments from the City. Termination of this Agreement by the City is not considered to be the same as suspension of services as provided in Paragraphs 2.4.0, 3.3 and 3.4.

2. **WASTEWATER DISPOSAL**

2.1. **Incorporation of City Rules and of Discharge Permit; Exhibit A.**

All City ordinances, Rules and Regulations governing the acceptance and discharge of wastewater are hereby incorporated into this Agreement and any violation of the same shall be a violation of this Agreement. Attached hereto as **Exhibit A** is the Wastewater Discharge Permit, and as such, terms and conditions stated therein are expressly incorporated herein by reference.

2.2. **Entities Allowed to Discharge**

Discharges under this Agreement will only be accepted from Permittee hauling approved Wastewater and which is disposed of in accordance with this Agreement. It is the responsibility of Permittee to implement procedures assuring that the effluent discharged to the City system is Wastewater and the disposal is completed

in full compliance with this Agreement. Permittee assumes all liability for compliance with this Agreement.

2.3. Discharge Site

The Discharge Site is located on City property and is owned by the City. The current manhole location is set forth on Attachment A to Exhibit A, the wastewater discharge permit attached hereto and incorporated herein, which said location is subject to change. Use of the Discharge Site by Permittee will not be exclusive and may be used by the City and by other permittees of the City. Use of the Discharge Site by parties other than Customer shall not unreasonably interfere with Permittee's usage. The City will designate the exact point of the Discharge Site and access service road to the Discharge Site and shall be responsible for the maintenance and operation of the Discharge Site and service road, unless damage to either is caused by Permittee. All operation and maintenance shall be done in accordance with regulation issued by the City from time to time. Operation and maintenance of the Discharge Site and service road does not transfer to Permittee any ownership interests therein.

The City grants to Permittee this license to use the Disposal Site exclusively for the disposal of wastewater as restricted by this Agreement. Discharge into any other part of the City's system is expressly prohibited. In no event shall a discharge by Permittee cause the City to operate the Plant in excess of permitted treatment capacities or in violation of any federal, state or local laws, regulations, permits, rules, ordinances, or the exclusion of use by other customers of the City.

2.4. Fees Paid to City.

City will receive compensation from Permittee for Treatment Charges and all associated laboratory expenses.

2.4.1. Monthly Service Charge. The monthly service charge will consist of a monthly flat charge and Regulation 85 fee as may be adjusted from time to time by City Utility Enterprise Board. Current charges are \$16.60 plus \$40.00 Regulation 85 fee (for 2 SFE commercial use). Usage charge will be based on actual truck loads in each month. Truck capacity will be assessed at 5 cents per gallon assuming each truck is loaded at two thirds capacity (or 2,000 gallons average). Trucks permitted for this agreement are:

<u>Truck ID</u>	<u>Tank Capacity (gal)</u>	<u>Per Load Charge</u>
CEO V85	3,000	\$100.00

Permittee will send monthly load tickets to the City by the 28th of each month. The City will send a bill each month to Permittee reflecting the total truck loads for the prior month and the total monthly service charge. Payment is due by the 26th day of the month in which the bill is sent.

A delinquency charge consisting of an interest rate of 1.5% per month of the outstanding balance and \$15.00 late fee will be assessed against any amount not received by the City on or before the due date. If a billing is more than thirty (30) days past due, the right to discharge effluent to the Discharge Site shall be suspended and no additional effluent shall be accepted until all charges are brought current. In addition, in order to reinstate service, the City may require a cash deposit or other satisfactory security deposit in an amount to be determined by the City but no less than an amount equal to 1.5 times the monthly billing average for the previous six (6) months.

The Monthly Service Charge is calculated based on a discharge with a BOD and TSS concentration of less than 325 mg/L. If testing shows the BOD and TSS to be in excess of the 325 mg/L, additional charges will be imposed by the City as set forth in the attached permit.

2.4.2. Periodic Reports. Permittee shall submit periodic reports as required by this Agreement. Periodic testing will be included in the monthly reports.

3. WASTEWATER CONSISTENCY AND PROHIBITED DISCHARGES

3.1. Wastewater Consistency. The provision of wastewater disposal services under this Agreement is premised upon the condition that Wastewater is generated by domestic only sources and has primary characteristics of residential wastewater with uniform organic loading. No significant change from the domestic only characteristics of the Wastewater is permitted, such as unusual changes in organic loading which may adversely impact the Plant or which results in the need for engineering studies, facility re-permitting, and construction of additional treatment or pre-treatment facilities or any other actions by the City without an amendment to this Agreement. In the event of a change in the character of Wastewater delivered to the Discharge Site, the City shall have the power to suspend services until such time as a resolution can be reached.

3.2. Domestic septage waste is defined as the liquid or solid material removed from a septic tank, cesspool, holding tank, or a similar system that receives only domestic waste (household, non-commercial, nonindustrial sewage). Non-domestic waste may include portable toilet waste, non-hazardous commercial wastes from the food processing industry, fats, oil and grease of animal or vegetable origin (e.g., from restaurants). Only the wastes described earlier in this paragraph constitute Routine Non-Hazardous Hauled Wastes; all other wastes are considered non-routine and are not covered under the scope of this permit application and/or the Permit.

3.3. Prohibited Constituents. The wastewater shall meet all limits or pollutant characteristics specified in the Wastewater Discharge Permit or as otherwise specified in the City's ordinances, Rules and Regulations, including the General and Specific Prohibitions and specific discharge limits specified in the Rules and Regulations.

3.4. Routine Remedies. Discharge of any pollutant or pollutant parameter that violates the Wastewater Discharge Permit or this Agreement may result in suspension of service or termination of this Agreement or enforcement as outlined in the City's ordinances, Rules and Regulations.

3.5. Emergency Remedies. Where a discharge to the Plant reasonably appears to present an imminent endangerment to the health or welfare of persons, or presents or may present an endangerment to the environment, or threatens to interfere with the operation of the Plant, the City may, without notice, immediately take any steps necessary to halt or prevent the discharge, including suspension of services until the matters are corrected.

4. OWNERSHIP

Nothing in this Agreement shall create in Permittee any right of ownership in or to any of the City improvements, including the Plant and Discharge Site, the capacity thereof, the water utilized by the City attributable to water rights owned by the City in connection with return flows or otherwise, or any other property of the City.

5. LIABILITY AND DISPUTES.

5.1. Compliance with Law. The parties shall comply with all federal, state and local laws, ordinances, rules and regulations which are now, or in the future may become applicable to the parties, to their business or operations, and to services required to be provided under this Agreement.

5.2. Liability. The City shall not be liable for damages arising out of the interruption of operation of the Plant for any reason. The City, its elected officials, officers and employees are relying upon, and do not waive or intent to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

6. LEGISLATIVE INDEPENDENCE AND PARTY AFFILIATION.

This Agreement shall not impair the legal authority of the elected officials of the City to exercise independent judgement with respect to any matter which may come before the City. This Agreement does not create a relationship of joint ventures, partners, or employer/employee between the parties. Neither party shall be liable for obligations incurred by the other and neither party shall have the power to charge to the credit of the other party any obligations incurred in performing this Agreement.

7. MISCELLANEOUS PROVISIONS.

7.1. Effective Date. Upon execution by both parties, this Agreement shall be in full force and effect and be legally binding upon each party. Each party agrees to execute,

approve, and adopt any instruments, documents, and resolutions necessary to effectuate the covenants, terms, conditions, and provisions contained in this Agreement.

7.2. Notices. Billing and notices shall be sent to the business mailing address:

P.O. Box 622
Fort Lupton, CO 80621

7.3. Amendment / No Assignment. No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement. Neither City nor Permittee shall assign or transfer interest in this Agreement without the written consent of the other.

7.4. Insurance; Indemnification.

7.4.1. Workers' Compensation And Employer's Liability - This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be not less than:

Workers' Compensation Statutory
Employer's Liability \$ 100,000 Each Accident
 \$ 500,000 Policy Limit
 \$100,000 Each Employee

7.4.2. Comprehensive Automobile Liability - - This insurance shall be written in comprehensive form and shall protect the contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on or off site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired.

The liability limits shall not be less than \$150,000 each person and \$600,000 each occurrence for Bodily Injury; \$600,000 each occurrence for Property Damage; or a combined single limit of \$600,000 each occurrence for Bodily Injury and Property Damage.

7.4.3. Commercial General Liability - This insurance shall be written in comprehensive form and shall protect the contractor against all claims arising from injuries to persons other than his employees or damage to property of Metro or others arising out of any act or omission of contractor or his agents,

employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by contractor under the indemnification provisions in General Conditions, and "Completed Operations and Products Liability" coverage (to remain in force during the correction period).

The liability limits shall not be less than \$150,000 each person and \$600,000 each occurrence for Bodily Injury and \$600,000 each occurrence for Property Damage, with an annual aggregate of at least \$1,000,000; or a Combined Single Limit of \$600,000 each occurrence for Bodily Injury and Property Damage with an annual aggregate of at least \$1,000,000.

7.4.4. **Indemnification** Permittee shall defend, indemnify and hold the City harmless from any damages caused by negligence, including but not limited loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of Permittee pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

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

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

6. COVENANTS, MAINTENANCE AND FACILITIES

City is relying on statements from Permittee regarding source, quantity, operations and schedules. Monthly fee structure shall be reevaluated in the event changes in operations become apparent.

City shall provide a designated receiving manhole at the North Lift Station located in Factory Circle.

Permittee will comply with all regulations imposed by the City in reference to compliance levels approved by the State of Colorado. All waste water delivered to the designated receiving manhole shall comply with current ***Municipal Code Section 13-20. - Use of Public Sewers.***

Permittee shall discharge only allowable liquid waste water in a controlled manner to the designated manhole. Any spilled material on the street surface shall be cleaned up immediately. The manhole cover shall be replaced following discharge to the manhole each delivery cycle.

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

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

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

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

EXECUTED THIS _____ DAY OF **FEBRUARY, 2024.**

CITY OF FORT LUPTON, COLORADO	BLACK DIAMOND PUMPING:
_____ Zo Stieber Mayor 130 S. McKinley Avenue Fort Lupton, CO 80621	_____ BY: _____ TITLE: _____ 14037 County Road 8 Fort Lupton, CO 80621



Wastewater Discharge Permit

In compliance with the provisions of the Rules and Regulations of the City of Fort Lupton, CO, herein referred to as the City,

Black Diamond Pumping

(herein referred to as the "Permittee") whose facility is located at 14037 County Road 8, Fort Lupton, CO 80621 with a mailing address of P.O. Box 622, Fort Lupton, CO 80621,

Is authorized to discharge to the sanitary sewer system in accordance with the effluent limitations, monitoring requirements and other conditions as set forth herein and in the Waste Hauler Agreement No. **2024-01**.

<u>Truck ID</u>	<u>Tank Capacity (gal)</u>	<u>Per Load Charge</u>
CEO V85	3,000	\$100.00

The permit shall become effective on March 1, 2024. This permit shall expire at midnight March 1, 2026. If the permittee desires to discharge after the expiration date, the Permittee shall request a permit application form from the City within 90 days of expiration of this permit. The application shall be submitted to the City within 30 days of receipt of the permit application form by the Permittee. This permit is not transferable.

All reports and notifications required by this permit and City's Rules and Regulation shall be made to the address and telephone number below:

City of Fort Lupton
130 S McKinley Avenue
Fort Lupton, CO 80621
303-857-6694

Signed this _____ day of February, 2024.

Roy L. Vestal
Public Works Director

Receipt of this Wastewater Discharge Permit is hereby acknowledged by:

Authorized Representative of the Permittee

Date

I. OUTFALL AND WASTE DESCRIPTION

<u>Outfall</u>	<u>Description and Location</u>
01	The Discharge shall be made at the City's North Lift Station on 1240 Factory Circle, Fort Lupton, CO. These discharges may be made during standard business hours 7 AM to 5 PM Monday through Friday as shown in Attachment A.

Waste Description: The Permittee is authorized to discharge wastewater that is solely domestic waste. The domestic waste is residential and commercial septic systems. The wastewater is generated through the use of showers, sinks, toilets and washing machines. It is collected on sites from septic tanks that are pumped by the Permittee and brought to the discharge location.

At no time shall any waste from the production processes for gasoline or oil and in particular, but not limited to, the process known as Hydraulic Fracturing, being introduced to the wastewater treatment plant.

II. EFFLUENT MONITORING AND LIMITATIONS

a. Dilution Prohibition

The Permittee shall not increase the use of clean water or process water or, in anyway, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with any applicable limitation, standard or requirement.

b. Specific Effluent Limitations

- i. The Permittee shall not discharge wastewater containing any of the materials and substances in excess of the concentration listed in **Section 13-20(c)(20) of Article I, Chapter 13 City of Fort Lupton Municipal Code (attachment B)**

c. Specific Storm Sewer Discharge Prohibitions

Effective immediately, the Permittee shall not discharge or cause to be discharged to a storm drainage facility any material that is not entirely composed of storm water. The discharge of process and domestic wastewaters to the storm sewer is prohibited.

III. SELF-MONITORING

a. Sampling and Analyses

In the event of an irregular pumping operation that causes any doubt that the discharge is anything other than domestic wastewater, the permittee is required to perform collection and to have the analyses of wastewater samples analyzed through a state of Colorado certified laboratory. Samples or measurements shall be representative of the discharge during the sampling

period, representative of normal operating conditions and shall be taken as required.

Sampling and testing shall occur at least once per 6 deliveries to the North Lift Station. All sampling to be done by the contractor, in accordance with established protocols and documented on the load ticket as having been done.

Additional Monitoring to be reported: Results of all additional samples if analyzed by test procedures approved under 40 CFR Part 136, must be submitted as part of the required reports during the reporting period.

Equipment or instrumentation used for self-monitoring must be maintained in good working order and calibrated according to the manufacturer's specifications. Maintenance and calibration records must be kept on site and available for inspection.

b. Violation of Pollutant Limits

A violation of any pollutant limit must be reported to the City within twenty-four (24) hours of:

1. The Permittee's receipt of analytical data from an outside lab: or
2. The result being available to the Permittee when the analysis is performed in-house.

If any sample shows a violation, the permittee shall collect additional samples and analyze for the pollutant parameter(s) that showed the violation. The permittee shall continue this resampling effort on 10 consecutive truck loads delivered for disposal. The sample result shall be submitted to the City within thirty (30) days of becoming aware of the violation.

The permittee shall report all instances of a truck load being rejected or turned away. A report of the reason(s) for rejection shall be submitted with the required report for that month.

These reporting and resampling requirements are not required for samples and measurements taken by the City in accordance with Section II.B.6. of this Permit.

c. Test Procedures and Monitoring Requirements

All pollutant analysis, including sampling techniques, to be submitted as part of a wastewater discharge permit application, report, permit or other analysis required under this shall be performed in accordance with the techniques prescribed in **40 CFR Part 136** and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard.

IV. REPORTING REQUIREMENTS

a. Periodic Compliance Reporting

Except for samples and measurements covered by Section II.B.6. of this Permit, compliance reports containing the following information shall be submitted **Monthly**. The reports are due on or before the 28th of the month following the sampling period. The report must be received by the City at the address designated on Page 1 of this Permit. Monthly report shall be submitted at the end of each month.

Reports shall include:

1. Concentrations and measurements of all parameters for which there are self-monitoring requirements. Legible copies of completed chain-of-custody (COC) forms and laboratory analytical reports for each sample shall be included.
2. A copy of all logs required for that month, including total volume accepted, results of all pH measurements, and the logs for the required visual observations. pH meters shall be calibrated and maintained to ensure that the accuracy of the measurements are consistent with the accepted acceptability of that type of device.
3. Copies of any spills shall be maintained and reported. Information shall include the date, time, and estimated volume. The permittee shall also describe how the remediated spill was remediated and is required to complete all state required spill reporting and documentation under (25-18-10 (19) C.R.S).
4. The following certification statement:
"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
5. If no discharge occurs during the reporting period, "No Discharge" shall be reported.

V. STANDARD CONDITIONS

a. General and Specific Discharge Prohibitions

The Permittee shall not introduce pollutants into the City's POTW which may cause Pass Through or Interference or cause violations of the City's wastewater treatment plant NPDES permit as specified in chapter 13 of the Municipal Code.

b. Changes in Operation

The Permittee shall file a notification to the City a minimum of fourteen (14) days prior to any planned significant change in operation or wastewater characteristics. A significant change shall be a change to, but is not limited to the following:

1. Change in number or type of trucks delivering waste.
2. Any change in the type of waste. The current permit is written to limit the type of waste discharged to the City is solely domestic waste from typical residential type sources.

c. Reports of Potential Problems

- i. In the case of any discharge, including, but not limited to , accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the Permittee shall **immediately** telephone 720-466-6182 and notify the Wastewater Plant Manager of the incident. This notification shall include:
 1. Name of the caller
 2. Date and time of discharge
 3. Date and time discharge was halted
 4. Estimated volume of discharge
 5. Estimated concentration of discharge for any pollutant that may cause a problem
 6. Corrective actions taken to halt the discharge
 7. Method of alternative disposal if applicable
- ii. Within five (5) working days following such discharge, the Permittee shall submit a written report describing the cause(s) of the discharge and the measures to be taken by the Permittee to prevent similar future occurrences. Such notification shall not relieve the Permittee of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the Permittee of any fines, penalties, or other liability which may be imposed pursuant to the City's Rules and Regulation.

d. Accidental Discharge/Slug Discharge Control Plans

- i. The Permittee shall provide protection from accidental discharge or slug loads of pollutants regulated under this permit. The Permittee shall submit a Standard Operation Procedure (SOP) for addressing any spills during waste acceptance and disposal and submit to the City prior to acceptance of any waste. The Permittee shall keep this SOP up-to-date and submit any modification to the City.
- ii. Notice to employees. The Permittee shall train all employees, contractors or others that oversee discharge on proper practices. The Permittee shall keep documentation of this training (date, time, subject matter and employee (contractor) name).

e. Pretreatment Facilities Requirement

Pretreatment Facilities: If the City determines that additional pretreatment is necessary including flow equalization, the Permittee shall provide wastewater treatment as necessary to comply with this Permit and shall achieve compliance with all Pretreatment Standards and Requirements.

Additional Pretreatment Measures: Whenever deemed necessary, the City may require the Permittee to restrict their discharge, relocate and/or consolidate points of discharge, and such other conditions as may be necessary to protect the POTW and demonstrate the Permittee's compliance with the requirements of the Permit.

f. Permit Noncompliance

The Permittee must comply with all conditions of this Permit. Any permit noncompliance constitutes a violation of the City's agreement with the Permittee. Such a violation may result in the immediate suspension and/or revocation of this Permit and an enforcement action, including the imposition of penalties to include a fine of \$1,000 per incident in accordance with Municipal Code Article IV, Section 1-72 and the Permittee will be responsible for any cleanup or additional treatment costs necessary to correct problems caused due to the discharge as well as reimbursement to the City for any fines levied on the City for non-compliance with state statute and damage to equipment. In accordance with Municipal Code Article IV, Section 1-74. Additional Criminal penalties may be imposed if deemed appropriate. If the Permittee is in Significant Noncompliance with applicable Pretreatment Standards and Requirements, the City shall publish the Permittee and facts surrounding the SNC in the Local Fort Lupton, CO newspapers.

Violations that include the introduction of any non-domestic wastes into the wastewater plant will be grounds for immediate termination of this agreement and will incur all fines and penalties listed above.

Specifically introduction of any quantity of Arsenic (as), Cadmium (Cd), Chromium (Cr)(4), Chromium (VI)(4), Copper (Cu), Lead (Pb), Mercury

(Hg), Molybdenum (Mo), Nickel (Ni), Selenium (Se), Silver (Ag), Zinc (Zn), Benzene, or BTEX(3), also listed above in section II-B, will cause a permit violation for the City's wastewater treatment plant and are expressly forbidden by this agreement. Any introduction of these compounds would be grounds for immediate termination of this agreement.

Violations of BOD and/or TSS standards would incur the following penalties

- BOD or TSS between 325 and 500 mg/l will incur an increase from 0.20 cents per gallon to 0.30 cents per gallon
- BOD or TSS between 501 and 1000 mg/l will incur an increase from 0.20 cents per gallon to 0.50 cents per gallon
- BOD or TSS above 1001 mg/l will incur an immediate fine of \$1,000 in addition to the 0.50 cent per gallon charge and could potentially cause a revocation of the Permittee's discharge permit.

g. Federal and/or State Laws

Nothing in this permit shall be construed so to preclude the institution of any legal action or relieve the Permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable federal and/or state law or regulation.

h. Records Management

The Permittee shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Permit, any additional records of information obtained pursuant to monitoring activities undertaken by the Permittee independent of such requirements, and documentation associated with Best Management Practices. These records shall remain available for a period of three (3) years. This period shall be automatically extended for the duration of any litigation concerning the Permittee or the Mayor, or where the Permittee has been specifically notified of a longer retention period by the Mayor.

i. Duty to Provide Information

The Permittee shall furnish to the Mayor or his duly authorized representative, within a reasonable time, any information which the Mayor or his duly authorized representative may require, to determine whether cause exists for modifying, revoking and reissuing, terminating this permit or to determine compliance with the permit. The Permittee shall also furnish, upon request, copies of records required to be kept by this permit.

j. Right of Entry

Whenever it shall be necessary for the purposes of this Permit and the City's Rules and Regulations, the City Administrator or his designated representative

may at any time and without notice, take samples, observe the Permittee, review logs, inspect all facilities and equipment used by the Permittee, take photographs or copy any records kept by the Permittee related to the activities covered by this Permit.

k. Permit Modification and Revocation

- i. Permit modification: The City Administrator may modify wastewater discharge permit under Section 13 of the Municipal Code.
- ii. Permit revocation: The City Administrator may revoke the wastewater discharge under section 13 of the Municipal Code.

l. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state or municipal laws and regulations.

m. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstances, is held invalid, the application of such provisions to other circumstances and the remainder of the permit shall not be affected thereby.

n. Confidentiality

All records, reports, data or other information supplied by the Permittee as a result of any disclosure required by these Regulations or information and data from inspections shall be available for public inspection.

Effluent data from any User whether obtained by self-monitoring, monitoring by the City or monitoring by any state or federal agency, shall not be considered a trade secret or otherwise confidential. All such effluent data shall be available for public inspection.

EXHIBIT "A"

Discharge Point



Location at North Lift Station -





EXHIBIT "A"**Trucked and Hauled Waste Manifest****Trucked and Hauled Waste Manifest**

Instructions: Please print legibly. Complete all blanks in Parts I. Enter all information for each generator where waste was picked-up in Part II. Sign and date the manifest in Part III. Approval will be required prior to discharging any wastes that are not strictly domestic sewage wastes.

Part I Transporter/Permittee: _____ Driver Name: _____ Truck License #: _____ Date of Disposal: _____		
Part II – Waste Generator #1 Name: _____ Address: _____ Date Pumped: _____ Time Pumped _____ am/pm Size of Tank: _____ gal Amount Pumped: _____ gal Description of Waste: _____	Check One ☐ Domestic only ☐ Grease Interceptor (Food Bland) ☐ Sand Trap ☐ Industrial ☐ Storm Water ☐ Other	
Part II – Waste Generator #2 Name: _____ Address: _____ Date Pumped: _____ Time Pumped _____ am/pm Size of Tank: _____ gal Amount Pumped: _____ gal Description of Waste: _____	Check One ☐ Domestic only ☐ Grease Interceptor (Food Bland) ☐ Sand Trap ☐ Industrial ☐ Storm Water ☐ Other	
Part II – Waste Generator #3 Name: _____ Address: _____ Date Pumped: _____ Time Pumped _____ am/pm Size of Tank: _____ gal Amount Pumped: _____ gal Description of Waste: _____	Check One ☐ Domestic only ☐ Grease Interceptor (Food Bland) ☐ Sand Trap ☐ Industrial ☐ Storm Water ☐ Other	
Part III: I certify under penalty of law that this manifest was prepared by me or under my direction or supervision. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further certify that the wastes covered by this manifest are not hazardous as defined in 40 CFR Part 261. I further certify that all discharges made to the POTW are being made in accordance and in compliance with requirements specified in the applicable ordinance or rules and any issued permit, order, statement of requirements or other authorization to discharge.		
_____ Printed Name Signature of Transporter Date		

EXHIBIT

Fort Lupton Municipal Code - Chapter 13

ARTICLE I - Sewer System

Sec. 13-1. - Definitions.

For purposes of this Article, the following words shall have the meanings ascribed hereafter:

Biochemical oxygen demand (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) Centigrade, expressed in milligrams per liter.

Building drain shall mean that part of the lowest horizontal piping of a draining system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.

Building sewer shall mean the extension from the building drain to the public sewer or other place of disposal, also called house connection.

Combined sewer shall mean a sewer intended to receive both wastewater and storm or surface water (not permitted).

Easement shall mean an acquired legal right for the specific use of land owned by others.

Floatable oil is oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

Garbage shall mean the animal and vegetable wastes resulting from the handling, preparation, cooking and serving of foods.

Industrial wastes shall mean the wastewater from industrial processes, trade or business as distinct from domestic or sanitary wastes.

May is permissive - see shall, below.

Natural outlet shall mean any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake or other body of surface or groundwater.

pH shall mean the logarithm of the reciprocal of the hydrogen-ion concentration. The concentration is the weight of hydrogen ions, in grams, per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen-ion concentration of the log (1/H +).

Properly shredded garbage shall mean the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (½) inch (1.27 centimeters) in any dimension.

Public sewer shall mean a common sewer controlled by a governmental agency or public utility.

Sanitary sewer shall mean a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

Sewage is the spent water of a community. The preferred term is wastewater, defined in below.

Sewer shall mean a pipe or conduit that carries wastewater or drainage water.

Sewer plant investment fee shall mean a fee charged for the privilege of connecting into the City's sewer system.

Sewer tap means an opening or connection in the mains through which wastewater is discharged.

Shall is mandatory - see may, above.

Slug shall mean any discharge of water or wastewater which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four-hour concentration, or flows during normal operation, and shall adversely affect the collection system and/or performance of the wastewater treatment works.

Storm drain (sometimes termed storm sewer) shall mean a drain or sewer for conveying water, groundwater, subsurface water or unpolluted water from any source.

Suspended solids shall mean total suspended matter that either floats on the surface of or is in suspension in water, wastewater or other liquids and that is removable by laboratory filtering as prescribed in "Standard Methods for the Examination of Water and Wastewater" and referred to as nonfilterable residue.

Unpolluted water is water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

Wastewater shall mean the spent water of a community. From the stand-point of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with any groundwater, surface water and stormwater that may be present.

Wastewater facilities shall mean the structure, equipment and processes required to collect, carry away and treat domestic and industrial wastes and dispose of the effluent.

Wastewater treatment works shall mean an arrangement of devices and structures for treating wastewater, industrial wastes and sludge. Sometimes used as synonymous with waste treatment plant or sewer treatment plant or wastewater treatment plant or water pollution control plant.

Water requirements means Colorado Big Thompson (CBT) or Windy Gap water shares, or cash-in-lieu of such water shares, required to be conveyed or paid to the City at the time of the development of land. (See Sec. 13-122.)

Watercourse shall mean a natural or artificial channel for the passage of water either continuously or intermittently.

Prior code 12-530-4; Ord. 645 §1, 1993; Ord. 96-698 §1; Ord. 99-739)

Sec. 13-2. - Management of sewer system and wastewater treatment facilities.

The Operations Director is the manager of the sewer system and wastewater treatment facilities for the purpose of management, maintenance, care and operation of the sewer system and wastewater treatment plant.

(Prior code 12-530-1; Ord. 96-698 §1)

Sec 13-3. - Powers of Operations Director; City Administrator.

The Operations Director shall have the immediate control and management of all things pertaining to City sewer system and wastewater treatment facilities, and the Operations Director shall perform all acts necessary for the prudent, efficient and economical management and protection of said sewer system and wastewater treatment facilities. The Fort Lupton Utility Enterprise Board shall have the power, by written resolution, to prescribe such other and further rules and rates as it may deem necessary. Technical services of a qualified engineer may be used in all cases wherein the Operations Director does not have the requisite engineering knowledge and experience to make decisions requiring such technical services. The City Administrator is authorized to promulgate regulations, guidelines and procedures adopted by the Fort Lupton Utility Enterprise Board, consistent with this Code, as are reasonably necessary and appropriate to implement the rules and policies of the Board.

(Prior code 12-530-2; Ord. 96-698 §1; Ord. 99-739)

Sec. 13-4. - Receipts and deposits.

The Finance Director shall keep a correct account of all receipts and materials furnished to consumers and shall collect the same and deposit the proceeds so collected to the credit of the Utility Enterprise Fund in accordance with the direction of the Fort Lupton Utility Enterprise Board.

(Prior code 12-530-3; Ord. 96-698 §1; Ord. 99-739)

Sec. 13-5. - Composition of sewer utility.

All sewer mains and collection lines, sewer lift stations, wastewater treatment plant and appurtenances thereto, machinery, equipment and supplies used by the City to supply its sewer users with service shall be known as the sewer system and wastewater treatment facilities; provided, however, that the sewer service line from the sewer main including the sewer tap saddle or wye, to the structure or property served shall be regarded as the property of the owner of said structure or property served.

(Prior code 12-530-7; Ord. 96-698 §1; Ord. 2015-994 §45)

Sec. 13-6. - Damage to sewer system and wastewater treatment facilities property prohibited.

It shall be unlawful for any person to in any way damage property, equipment or appliances constituting a part of the sewer system and wastewater treatment facilities. It shall be unlawful for any person to cast, place, dump or deposit any substance or material into the sewer system or wastewater treatment facilities which will in any manner injure or obstruct the system or facilities or pollute or contaminate the water.

(Prior code 12-530-8; Ord. 96-698 §1)

Sec. 13-7. - Change of sewer use.

It shall be unlawful for any person to alter, change, enlarge or extend in any manner whatsoever the type of use for which the sewer system was approved by the Operations Director, except as provided herein.

(Prior code 12-530-10; Ord. 96-698)

Sec. 13-8. - Inspections; repairs.

Whenever the Operations Director deems it necessary, the Operations Director may inspect the condition of all pipes and sewer fixtures or the manner in which the sewer is used. The Operations Director shall have the authority to make, or cause to be made, any repairs or alterations to sewer user's service as the Operations Director deems reasonably necessary. The Operations Director shall be vigilant to protect and remedy all abuses or other improper use of sewer.

(Prior code 12-530-6; Ord. 96-698 §1)

Sec. 13-9. - Safety and access.

(a) While performing the necessary work on private properties referred to in Section 13-8 above, the Operations Director or duly authorized employees of the City shall observe all reasonable safety rules applicable to the premises established by the owner or occupant of the premises. The owner and occupant shall be held harmless for injury or death to the City employees, and the City shall indemnify the owner and occupant of the premises against loss or damage to its property by City employees and against liability claims and demands for personal injury or property damage asserted against the owner and occupant of the premises growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the owner and occupant of the premises to maintain safe conditions as required. (b) The Operations Director and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all private properties through which the City holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the wastewater facilities lying within said easement. All entry and subsequent work, if any, on said easement shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

(Prior code 12-530-25; Ord. 96-698 §1)

Sec. 13-10. - Interference with sewer facilities prohibited.

(a) It shall be unlawful for any person to trespass upon the property of the City, to tap any sewer mains or to make any connections therewith, without first having obtained a permit to do so. (b) It shall be unlawful to in any manner interfere with the City or the property, equipment, pipes, valves or any other appliances of the City, or to change or alter the position of any valve or appliance regarding the flow of sewer in any pipeline.

(Prior code 12-530-9)

Sec. 13-11. - Authority during emergency situations.

In the event of an emergency that should require the immediate curtailment of sewer service, the City Administrator shall have the authority to make such restrictions as deemed necessary for the protection of the public.

(Prior code 12-530-21)

Sec. 13-12. - Connections to sewer lines and mains.

It shall be unlawful for any person to make any connections with any sewer pipeline main which forms a part of the sewer system and wastewater treatment facilities except pursuant to and in accordance with the permit required by this Article. It shall be unlawful to make any connections with any privately owned sewer mains or pipelines which are connected with the sewer utility or to change, alter or renew any presently existing private main or pipeline connected with the sewer utility with any pipe larger than that in use.

(Prior code 12-530-11; Ord. 96-698 §1)

Sec. 13-13. - General regulations for sewer service lines.

- (a) It shall be unlawful for any person other than a licensed plumber or the City's authorized representative to install a sewer line from the main to the building or connection. All service lines shall be of material and size as specified in the current City's specifications.
- (b) The service line from the sewer main, including tap, to the structure served shall be installed, maintained and repaired by the sewer user at his or her expense. No claim shall be made against the City on account of breaking or for failure of the service of sewer, and no reduction in the rates will be made for any time that service pipes or fixtures are frozen or are not in proper working order. All connections, taps and lines that are or will become the responsibility of the City for maintenance shall be inspected by the City's authorized representative prior to being backfilled and used.
- (c) The City shall be responsible for all maintenance and repairs to the sewer mains.
- (d) Cross-connections with any water supply is strictly prohibited.
- (e) The sewer service line from the main to the sewer collection system of the building to be served with sewer shall be of sufficient size to furnish an adequate flow to meet the requirements of the building and premises at peak demand and in no case shall be less than four (4) inches in diameter.
- (f) It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of said City, any human or animal excrement, garbage or other objectionable waste.
- (g) It shall be unlawful to discharge to any natural outlet within the City, or in any area under the jurisdiction of said City, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Article.
- (h) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of wastewater.
- (i) The owner of every house, building or property used for human occupancy, employment, recreation or other purposes, situated within the City and abutting on any other street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the City, is hereby required at the owner's expense to install suitable toilet facilities therein and to connect such facilities directly with the proper public sewer in accordance with the provisions of this Article, within one hundred twenty (120) days after date of official notice to do so, provided that said public sewer is within four hundred (400) feet of the property line.
- (j) New services to replace existing services shall not be approved by the City until the old service lines are completely disconnected from the main.

(Prior code 12-530-16; Ord. 2015-992 §3; Ord. 2015-994 §46)

Sec. 13-14. - Installation of lines.

All lines shall be installed in accordance with the current City specifications in effect at the time of installation.

(Prior code 12-530-17; Ord. 2015-994 §47)

Sec. 13-15. - Excavation and backfilling.

All excavation and backfilling in the street or alley shall be in conformity with current City specifications in effect at the time of work being done.

(Prior code 12-530-18; Ord. 2015-994 §48)

Sec. 13-16. - Installation prior to street paving.

Before any street containing a sewer line is paved, the City shall cause to be installed all service lines as the City determines necessary to serve said property when fully developed.

(Prior code 12-530-19)

Sec. 13-17. - Repairs and extensions of mains.

The City reserves the right to stop service from any street main when necessary to make repairs or extensions of the sewer mains or to perform any other work necessary to maintain the sewer utility. Unless it is an emergency situation, the City will attempt to give reasonable notice to the sewer users. No claim shall be made against the City by reason of any breakage or for any other damage that may result from lack of sewer service for repairing or replacing mains or other connections.

(Prior code 12-530-20)

Sec. 13-18. - Supplying sewer service to others.

No occupant or owner of any building or lot into which sewer service is introduced will be allowed to supply sewer service to other persons, families or firms, except as approved by the Operations Director. The Fort Lupton Utility Enterprise Board agrees to furnish service for a specified sum. If a sewer user furnishes other persons sewer service for building purposes or permits sewer service to be used without the knowledge and consent of the Operations Director the owner or occupant shall be deemed in violation of contract, and sewer users so offending will be required to pay double the price of service so used, and the Fort Lupton Utility Enterprise Board reserves the right to shut off the water supply for abuses of privileges. When the water has been turned off for violation thereof, the water will not be turned on again until all fees and penalties have been paid.

(Prior code 12-530-22; Ord. 96-698 §1)

Sec. 13-19. - Use outside City corporate limits.

Use of sewer service outside the corporate limits shall be permitted subject to the paramount rights of users within the corporate limits. The use of sewer service outside the City corporate limits shall be at the sole discretion of the Fort Lupton Utility Enterprise Board. In case there shall be insufficient capacity to provide for users both within and without the corporate limits, the Fort Lupton Utility Enterprise Board may reduce, curtail or shut off the sewer users outside the City corporate limits during such period of capacity shortage. The rates for sewer use outside the City corporate limits shall be adopted by written resolution of the Fort Lupton Utility Enterprise Board.

(Prior code 12-530-23; Ord. 96-698 §1)

Sec. 13-20. - Use of public sewers.

- (a) No person shall discharge or cause to be discharged any nonsanitary waters such as stormwater, surface water, groundwater, roof runoff or subsurface drainage to any sanitary sewer, except by written permission of the Operations Director.
- (b) Stormwater other than that exempted under Subsection (a) above and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the Operations Director and/or Wastewater Plant Manager and other regulatory agencies. Unpolluted industrial cooling water or process water or air conditioning wastewater may be discharged, on approval of the Operations Director and/or the Wastewater Plant Manager, to a sanitary sewer as permitted.

- (c) No person shall discharge or cause to be discharged to any public sewer any of the following described domestic, commercial or industrial water or wastes not meeting the following limitations:
- (1) Must have an instantaneous pH value in the range of five and one-half (5.5) to nine (9.0) standard units. Must not contain pollutants which will cause corrosive effects, damage or hazards to structures, equipment or personnel of the treatment works or Public Works Department.
 - (2) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other interference with the proper operation of the collecting system or wastewater facilities such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
 - (3) Must not contain improperly shredded garbage that has not been ground or comminuted to such a degree that all particles will be carried freely in suspension under flow conditions normally prevailing in the wastewater system to which the user is connected. At all times, no particle shall be greater than one-half ($\frac{1}{2}$) inch in any direction.
 - (4) Must not contain explosive mixtures consisting of liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the operation of sewers or the treatment works. At no time shall two (2) successive readings on an explosion hazard meter at the point of discharge into the wastewater system be more than five percent (5%), nor may any single reading be over ten percent (10%) of the lower explosive limit (L.E.L.) of the meter. Prohibited materials include but are not limited to: arsenic, cadmium, chromium, chromium, copper, lead, mercury, molybdenum, nickel, selenium, silver, zinc, benzene, BTEX, gasoline, kerosene, fuel oil, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides.
 - (5) Must not contain pollutants which create a fire or explosion hazard in the treatment works, including but not limited to waste streams with a closed cup flashpoint of less than eighty-six degrees (86°) Centigrade (187° Fahrenheit) using the test methods specified in 40 C.F.R § 261.21. Pollutants must not contain any flammable substance with a flashpoint lower than eighty-six degrees (86°) Centigrade (187° Fahrenheit).
 - (6) Must not contain heat in amounts which will inhibit biological activity in the treatment works resulting in interference, but in no case heat in such quantities that the temperature at the treatment works exceeds forty degrees (40°) Centigrade (104° Fahrenheit). At no time shall the temperature of the water or wastes at the point of discharge into the public sewer be less than thirty-two degrees (32°) Fahrenheit or more than one hundred fifty degrees (150°) Fahrenheit.
 - (7) Must not contain grease or oil or other substances that will solidify or become viscous between thirty-two degrees (32°) degrees Fahrenheit and one hundred fifty degrees (150°) Fahrenheit.
 - (8) Must not contain insoluble substances in excess of ten thousand (10,000) parts per million.
 - (9) Must not contain solids in excess of twenty thousand (20,000) parts per million.
 - (10) Must not contain insoluble substances having a specific gravity greater than 2.65.
 - (11) Must not contain gases or vapors either free or occluded in concentrations toxic or dangerous to humans or animals.
 - (12) Must not contain toxic, carcinogenic, poisonous, irritating, noxious or malodorous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, which could contaminate the sludge of any municipal system, injure or interfere with any sewage treatment

process, constitute a hazard to humans or animals, create a public nuisance, create a hazard to treatment plant employees, Public Works employees or create any hazard in or have an adverse effect on the waters receiving any discharge from the treatment works.

(13) Must not have a chlorine demand greater than fifteen (15) parts per million.

(14) Must not contain any pollutant, including oxygen demanding pollutants (BOD, etc.) released at a rate and/or concentration which has a reasonable potential, in the opinion of the Operations Director and/or Wastewater Plant Manager to adversely affect the treatment plant (inhibition, pass-through of pollutants, sludge contamination, or endangerment of treatment plant workers and/or Public Works employees).

(15) Must not have a BOD in excess of three hundred twenty-five (325) milligrams per liter.

(16) Must not contain in excess of fifty (50) parts per million of fat, grease or any other fat or grease products from animal or vegetable origin, or both. Oil, floatable oil, nonbiodegradable cutting oil or any substance from mineral or petroleum origin, or both, including but not limited to: Cooling or quenching oils, lubrication oils, cutting oils and nonsaponifiable oils must not exceed ten (10) parts per million.

(17) Must not contain organic toxic pollutants, introduced by the intentional or accidental dumping of solvents, used in operations involving degreasing, surface preparation, tank washing, paint thinning, paint equipment cleaning or any other process.

(18) Shall not be any trucked or hauled pollutant, except as approved by the Operations Director and/or Wastewater Plant Manager and discharged at a point designated by the Operations Director and/or Wastewater Plant Manager.

(19) Must not contain storm water, surface water, groundwater, roof runoff or subsurface drainage without first obtaining a permit from the control authority for such a discharge.

(20) Must not contain the following pollutants in excess of the following limits as measured at the point of discharge into the wastewater system:

Pollutant	Milligrams per Liter
Total Iron	1.5
Total Cadmium	0.05
Total Chromium	4.5
Total Copper	0.5
Total Lead	2.0
Total Mercury	0.007
Total Nickel	10.0
Total Zinc	4.0
Total Arsenic	0.1
Total Cyanide	1.0
Total Phenols	10.0
Total Silver	0.5
Total Selenium	12.0

(21) Must not contain any radioactive wastes or isotopes.

(d) The following described substances, materials, waters or wastes shall be limited in discharges to municipal systems, to concentrations or quantities which will not harm either the sewers, wastewater treatment processes or equipment, will not have an adverse effect on the receiving stream, or will

not otherwise endanger lives, limb or public property or constitute a nuisance. The limitations or restrictions on materials or characteristics of wastes or wastewaters discharged to the sanitary sewer which shall not be violated without approval of the Operations Director and/or Wastewater Plant Manager are as follows:

- (1) Any garbage that has not been properly shredded (See Subsection (c)(3) above). Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.
 - (2) Any waters or wastes containing iron, chromium, copper, lead, zinc and similar objectionable or toxic substances (See Subsection (c)(20) above) to such a degree that any such material received in the composite wastewater at the wastewater treatment plant exceeds the limits established by the Operations Director and/or Wastewater Plant Manager for such materials.
 - (3) Any waters or wastes containing grease, oil, nonbiodegradable cutting oil or any oily substance from petroleum or mineral origin, or both (See Subsection (c)(16) above), to such a degree that any such material received in the composite wastewater at the wastewater treatment plant exceeds the limits established by the Operations Director and/or Wastewater Plant Manager for such materials.
 - (4) Any waters or wastes containing floatable oil, fat, grease or any oily substance of vegetable or animal origin, or both (See Subsection (c)(16) above) to such a degree that any such material received in the composite wastewater at the wastewater treatment plant exceeds the limits established by the Operations Director and/Wastewater Plant Manager for such materials.
 - (5) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the treatment plant.
 - (6) Any waters or wastes containing noxious or odor-producing substances exceeding limits which may be established by the Operations Director and/or Wastewater Plant Manager.
 - (7) Quantities of flow, concentrations or both which constitute a slug as defined in Subsection 13-1(20).
 - (8) Waters or wastewaters which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such a degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
 - (9) Any waters or wastes which, by interaction with other waters or wastes in the public sewer system, release obnoxious gases, form suspended solids which interfere with the collection system or create a condition deleterious to structures and treatment processes.
- (e) If any waters or wastes are discharged, or are proposed to be discharged, to the public sewers that contain the substances or possess the characteristics enumerated in Subsection (d) above, and which in the judgment of the Operations Director and/or Wastewater Plant Manager may have a deleterious effect upon the wastewater facilities, processes, equipment or receiving waters, or which otherwise create a hazard to life or safety or constitute a public nuisance, the Operations Director and/or Wastewater Plant Manager may:
- (1) Reject the wastes;
 - (2) Require pretreatment to an acceptable condition for discharge to the public sewers;
 - (3) Require control over the quantities and rates of discharge; and/or

- (4) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of Subsection (j) below.

When considering the above alternative, the Operations Director and/or Wastewater Plant Manager shall give consideration to the economic impact of each alternative on the discharger. If the Operations Director and/or Wastewater Plant Manager permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Operations Director and/or Wastewater Plant Manager.

- (f) Grease, oil and sand interceptors or traps should be cleaned quarterly, or at the discretion of the Operations Director. The Operations Director and/or Wastewater Plant Manager may take samples as needed and apply surcharges accordingly. All testing charges are to be paid by owner. Grease, oil and sand interceptors or traps or best available technology shall be provided when, in the opinion of the Operations Director and/or Wastewater Plant Manager they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts as specified in Subsection (c)(16) above, or any flammable wastes, sands or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors or traps shall be of a type and capacity approved by the Operations Director and/or Wastewater Plant Manager and shall be located as to be readily and easily accessible for cleaning and inspections. In the maintaining of these interceptors, the owner shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal which are subject to review by the Operations Director and/or Wastewater Plant Manager. Any removal and hauling of the collected materials not performed by the owner's personnel must be performed by currently licensed waste disposal companies, firms or persons.
- (g) Where pretreatment of any flow-equalizing facilities are provided or required for any waters or wastewaters, they shall be maintained continuously in satisfactory and effective operation by the owner and at the owner's expense.
- (h) When required by the Operations Director and/or Wastewater Plant Manager the owner of any property serviced by a building sewer service carrying industrial wastes shall install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such structures, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Operations Director and/or Wastewater Plant Manager. The structure shall be installed by the owner at the owner's expense and shall be maintained by the owner so as to be safe and accessible at all times.
- (i) The Operations Director and/or Wastewater Plant Manager may require a user of sewer services to provide information needed to determine compliance with this Article. The requirements may include:
 - (1) Peak wastewater discharge rates and volumes over a specified time period;
 - (2) Chemical analyses of wastewaters;
 - (3) Information on materials being discharged that affect wastewater characteristics;
 - (4) Quantity and disposition of specific liquid, sludge, oil, solvent or other materials important to sewer use control;
 - (5) A plot plan of sewers of the user's property showing sewer and pretreatment facility location;
 - (6) Details of wastewater pretreatment facilities;

- (7) Details of systems to prevent and control the losses of materials through spills to the municipal sewer; and
- (8) Additional information that affects the volume or characteristics of discharges and, as such, may be required by the Operations Director and/or Wastewater Plant Manager to determine compliance with this Article.
- (j) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this Article shall be determined in accordance with the latest edition of "Standard Methods of the Examination of Water and Wastewater," published by the American Public Health Association. Sampling methods, location, times, durations and frequencies are to be determined on an individual basis subject to approval by the Operations Director and/or Wastewater Plant Manager.
- (k) No statement contained in this Section shall be construed as preventing any special agreement or arrangement between the Fort Lupton Utility Enterprise Board and any industrial concern whereby an industrial waste of unusual strength or characteristic may be accepted by the Fort Lupton Utility Enterprise Board for treatment.
- (l) All regulations contained in this Section shall be considered a part of the contract of every person receiving sewer service from the sewer system and wastewater treatment facilities, and no person may be served from the sewer utility unless the person agrees to and abides by all rules and regulations of the Fort Lupton Utility Enterprise Board pertaining to the use of said sewer system.
- (m) Any directives, approvals, disapprovals or other administrative actions issued by the Operations Director and/or Wastewater Plant Manager to a discharger can be requested by the discharger to be referred to the Fort Lupton Utility Enterprise Board for review. The Fort Lupton Utility Enterprise Board shall act on such issues referred to it for review, and its decisions shall be the final authority regarding interpretations, actions and other compliance issues associated with the City's sewer and wastewater treatment ordinance.

(Ord. 616 §1, 1992; Ord. 645 §1, 1993; Ord. 96-698 §1; Ord. 99-739; Ord. 2015-994 §49)

Sec. 13-21. - Application for sewer service.

- (a) Application for sewer shall be made to the Planning and Development Department by the owner, occupant, developer or agent of the property to be benefited and must designate the location of the property, owner of the property, size of sewer taps, location of sewer taps and sewer service line, the approximate date of construction of the facility; and shall state the purpose for which sewer service is required.
- (b) All sewer tap permits issued shall be issued for a period of one hundred eighty days (180) days, in the same manner as building permits are issued.

(Prior code 12-530-5; Ord. 645 §1, 1993; Ord. 96-698 §1; Ord. 2001-778)

Sec. 13-22. - Types of permits.

There shall be the following types of permits to make connections with the sewer system and wastewater treatment facilities:

- (1) Sewer tap permit to connect to the sewer system for the purpose of discharging into the sewer system for normal municipal purposes; that is, domestic, commercial or industrial. At the time this permit is granted, the sewer plant investment fee in effect at the time of application, together with all other costs associated with the granting of permission to connect with the sewer system of the City, shall be paid.

- (2) Sewer tap permit to enlarge or replace an existing sewer tap to the sewer system for the purpose of discharging into the sewer system for normal municipal purposes; that is, domestic, commercial or industrial. At the time the permit is granted, the additional sewer plant investment fee, if any, shall be paid.
- (3) Permit to discharge into the sewer system to serve property situated outside the corporate limits of the City. This permit shall be issued only under such terms and conditions as the Fort Lupton Utility Enterprise Board may provide by ordinance or resolution. At the time the sewer tap permit is granted, the sewer plant investment fee shall be paid for each individual sewer service.
- (4) 40 CFR Section 03.3(q) requires industries designated as a "significant users" to acquire a discharge permit through the state of Colorado. The City of Fort Lupton does not currently issue these permits. It is a requirement that any industry contact the Colorado Department of Public Health and environment treatment division to determine if a discharge permit is required.

(Prior code 12-530-12; Ord. 96-698 §1; Ord. 2015-994 §50)

Sec. 13-23. - Permit contents.

Required sewer permits shall be issued by the Planning and Development Department and shall state the name of the person to whom the permit is issued, the date of the permit, the size of the tap, the owner of the premises and the premises to be served by the sewer system.

(Prior code 12-530-13; Ord. 96-698; Ord. 96-698; Ord. 2001-778)

Sec. 13-24. - Taps.

All taps or connections to any part of the sewer utility shall be made in accordance with current City specifications and terms and conditions of the permit issued. All such taps and connections shall be made by a licensed plumber or the City's authorized representative, at the owner's expense, and all materials for such taps or connections shall be at the owner's expense and shall be inspected by the City prior to use.

(Prior code 12-530-14; Ord. 645 §1, 1993; Ord. 2015-994 §51)

Sec. 13-25. - Separate connections required.

Two (2) or more premises cannot be served from one (1) and the same connection, nor can two (2) or more buildings on the same premises be served from one (1) and the same connection. All properties that require separate sewer service billings shall have their own connection and service line.

(Prior code 12-530-15)

Sec. 13-26. - Sewer rate schedules.

- (a) Each user of the sewer system and wastewater treatment facilities shall be charged a monthly sewer user charge. Such charge shall be established, and amended from time to time, by written resolution of the Fort Lupton Utility Enterprise Board, and such amendments after January 1, 1997, shall be after publication and a minimum of two (2) public meetings, which amends the process described in Ordinance 95-675, Section 12-9 (2).
- (b) For all metered residential, commercial and industrial users who irrigate lawn or other landscaping during the months of May through October, the sewer use charge on bills may be adjusted to reflect the average monthly water use reflected in the preceding January, February and March sewer billings (represents the usage of December, January and February); however, wastewater facility users obtaining the rate benefits of this Section may be required to submit to a review of their water use at such times as may be designated by the Operations Director.

- (c) The Fort Lupton Utility Enterprise Board shall review the wastewater facilities' total annual costs of operation, maintenance, replacement and debt service at least once every year. Rates may be revised if necessary to generate revenue, combined with all other revenues of the utility, sufficient to pay all said costs. Such rates shall be established to proportionately recover all operation, maintenance and replacement costs from users of the wastewater facilities, including those costs associated with mitigating inefficiency, infiltration and inflow.
- (d) From and after July 1, 1999, the Fort Lupton Utility Enterprise Board may, notwithstanding any other provision of this Section, approve a negotiated rate or rates for sewer utility service for a large and/or unique user, taking into consideration the requirement of Subsection (c) above that such negotiated rates recover the operation and maintenance and replacement costs occasioned as a consequence of such user. Notwithstanding the requirements of Subsection (a) above, any such negotiated rates shall be effective upon approval by the Utility Enterprise Board by majority vote.

(Ord. 626 §1, 1992; Ord. 634 §1, 1992; Ord. 645 §1, 1993; Ord. 96-698 §1; Ord. 99-739; Ord. 99-750, Part 1; Ord. 2009-909 §1)

Sec. 13-27. - Sewer plant investment fees.

- (a) All sewer plant investment fees shall be determined by the Fort Lupton Utility Enterprise Board. Such fees shall be established and amended from time to time by written resolution of the Fort Lupton Utility Enterprise Board.
- (b) Upon payment of the sewer plant investment fee, the Planning and Development Department shall issue a permit and allow a fee service line tap into the City's sewer system.
- (c) The sewer plant investment fee shall be placed into the Sewer Plant Investment Fee Account. Said account shall be used for future improvements or additions to the sewer system and wastewater treatment facilities.

(Prior code 12-530-27; Ord. 96-698 §1; Ord. 99-739; Ord. 2001-778)

Sec. 13-28. - Nonmetered sewer accounts.

Services which are on well water and which are connected to the City's wastewater treatment system shall be billed for sewer consistent with regulations under Section 13-26.

(Ord. 99-739)



SUBJECT FOR DISCUSSION

Approve Public Works Wastewater Disposal Agreement with Urgent Septic Services for Disposal of Domestic Wastewater to the City Sanitary Sewer System.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City has entered into agreements for the disposal of wastewater to the City's sanitary sewer system by waste haulers in the past (CIVEO and Black Diamond Pumping). The agreement provides for compliance with the Municipal Codes and Ordinances related to the City's sewer system (Chapter 13, Article I).

The agreement restricts type of waste allowed for disposal, provides a "virtual" sewer service connection and billing structure for the hauler.

Urgent Septic Services is a local contractor located at 18481 CR 35 in Platteville, Colorado. The Company's operation is septic tank maintenance.

Monthly billings include the \$16.60 monthly fee, \$40.00 Reg 85 fee and \$100.00 per load discharged. The truck capacity is 3,000 gallons. The billing structure takes into account an average load of 2,000 gallons per trip. The company cost will average about \$0.05 to \$0.06 per gallon.

Urgent Septic Services would like to begin permitted operations immediately.

FINANCIAL CONSIDERATIONS

Monthly billings will range from \$556.00 to \$3,056.00 at full operations to the Utility Fund.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A) Approve the Discharge Permit.
- B) Deny the Permit.
- C) Modify the permit.

STAFF RECOMMENDATIONS

Staff recommends approving Wastewater Discharge Permit with Urgent Septic Services.

Attachments: a. PW Agreement - Urgent Septic Services

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Agreement Water and Wastewater Services

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Urgent Septic Services** (hereinafter "PERMITTEE").

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

1. **SCOPE OF SERVICES.** City will process waste water from collection services as outlined by Permittee.
 - 1.1. **Source of wastewater** - Domestic and Commercial septic systems
 - 1.2. **Quantity per dump cycle** - 2,000 gallons per truck load
 - 1.3. **Maximum dumps per month** - 35

1. **TERM OF AGREEMENT.**

The term of this Agreement shall begin on the Effective Date stated on the Public Works Permit and shall continue until terminated ("Termination Date") by either party. Permittee or City may terminate this Agreement at any time by giving at least a 45-day notice of the Termination Date to the City. From and after the Termination Date, the City will not be obligated to accept wastewater from Permittee. The City may terminate this Agreement for violation of this Agreement or the Wastewater Discharge Permit as provided in Paragraph 3.3 and 3.4. Upon termination for any reason, Permittee shall not be entitled to recover any payments from the City. Termination of this Agreement by the City is not considered to be the same as suspension of services as provided in Paragraphs 2.4.0, 3.3 and 3.4.

2. **WASTEWATER DISPOSAL**

2.1. **Incorporation of City Rules and of Discharge Permit; Exhibit A.**

All City ordinances, Rules and Regulations governing the acceptance and discharge of wastewater are hereby incorporated into this Agreement and any violation of the same shall be a violation of this Agreement. Attached hereto as **Exhibit A** is the Wastewater Discharge Permit, and as such, terms and conditions stated therein are expressly incorporated herein by reference.

2.2. **Entities Allowed to Discharge**

Discharges under this Agreement will only be accepted from Permittee hauling approved Wastewater and which is disposed of in accordance with this Agreement. It is the responsibility of Permittee to implement procedures assuring that the effluent discharged to the City system is Wastewater and the disposal is completed

in full compliance with this Agreement. Permittee assumes all liability for compliance with this Agreement.

2.3. Discharge Site

The Discharge Site is located on City property and is owned by the City. The current manhole location is set forth on Attachment A to Exhibit A, the wastewater discharge permit attached hereto and incorporated herein, which said location is subject to change. Use of the Discharge Site by Permittee will not be exclusive and may be used by the City and by other permittees of the City. Use of the Discharge Site by parties other than Customer shall not unreasonably interfere with Permittee's usage. The City will designate the exact point of the Discharge Site and access service road to the Discharge Site and shall be responsible for the maintenance and operation of the Discharge Site and service road, unless damage to either is caused by Permittee. All operation and maintenance shall be done in accordance with regulation issued by the City from time to time. Operation and maintenance of the Discharge Site and service road does not transfer to Permittee any ownership interests therein.

The City grants to Permittee this license to use the Disposal Site exclusively for the disposal of wastewater as restricted by this Agreement. Discharge into any other part of the City's system is expressly prohibited. In no event shall a discharge by Permittee cause the City to operate the Plant in excess of permitted treatment capacities or in violation of any federal, state or local laws, regulations, permits, rules, ordinances, or the exclusion of use by other customers of the City.

2.4. Fees Paid to City.

City will receive compensation from Permittee for Treatment Charges and all associated laboratory expenses.

2.4.1. Monthly Service Charge. The monthly service charge will consist of a monthly flat charge and Regulation 85 fee as may be adjusted from time to time by City Utility Enterprise Board. Current charges are \$16.60 plus \$40.00 Regulation 85 fee (for 2 SFE commercial use). Usage charge will be based on actual truck loads in each month. Truck capacity will be assessed at 5 cents per gallon assuming each truck is loaded at two thirds capacity (or 2,000 gallons average). Trucks permitted for this agreement are:

<u>Truck ID</u>	<u>Tank Capacity (gal)</u>	<u>Per Load Charge</u>
CEO V85	3,000	\$100.00

Permittee will send monthly load tickets to the City by the 28th of each month. The City will send a bill each month to Permittee reflecting the total truck loads for the prior month and the total monthly service charge. Payment is due by the 26th day of the month in which the bill is sent.

A delinquency charge consisting of an interest rate of 1.5% per month of the outstanding balance will be assessed against any amount not received by the City on or before the due date. If a billing is more than thirty (30) days past due, the right to discharge effluent to the Discharge Site shall be suspended and no additional effluent shall be accepted until all charges are brought current. In addition, in order to reinstate service, the City may require a cash deposit or other satisfactory security deposit in an amount to be determined by the City but no less than an amount equal to 1.5 times the monthly billing average for the previous six (6) months.

The Monthly Service Charge is calculated based on a discharge with a BOD and TSS concentration of less than 325 mg/L. If testing shows the BOD and TSS to be in excess of the 325 mg/L, additional charges will be imposed by the City as set forth in the attached permit.

2.4.2. Periodic Reports. Permittee shall submit periodic reports as required by this Agreement. Periodic testing will be included in the monthly reports.

3. WASTEWATER CONSISTENCY AND PROHIBITED DISCHARGES

3.1. Wastewater Consistency. The provision of wastewater disposal services under this Agreement is premised upon the condition that Wastewater is generated by domestic only sources and has primary characteristics of residential wastewater with uniform organic loading. No significant change from the domestic only characteristics of the Wastewater is permitted, such as unusual changes in organic loading which may adversely impact the Plant or which results in the need for engineering studies, facility re-permitting, and construction of additional treatment or pre-treatment facilities or any other actions by the City without an amendment to this Agreement. In the event of a change in the character of Wastewater delivered to the Discharge Site, the City shall have the power to suspend services until such time as a resolution can be reached.

3.2. Domestic septage waste is defined as the liquid or solid material removed from a septic tank, cesspool, holding tank, or a similar system that receives only domestic waste (household, non-commercial, nonindustrial sewage). Non-domestic waste may include portable toilet waste, non-hazardous commercial wastes from the food processing industry, fats, oil and grease of animal or vegetable origin (e.g., from restaurants). Only the wastes described earlier in this paragraph constitute Routine Non-Hazardous Hauled Wastes; all other wastes are considered non-routine and are not covered under the scope of this permit application and/or the Permit.

3.3. Prohibited Constituents. The wastewater shall meet all limits or pollutant characteristics specified in the Wastewater Discharge Permit or as otherwise specified in the City's ordinances, Rules and Regulations, including the General and Specific Prohibitions and specific discharge limits specified in the Rules and Regulations.

3.4. Routine Remedies. Discharge of any pollutant or pollutant parameter that violates the Wastewater Discharge Permit or this Agreement may result in suspension of service or termination of this Agreement or enforcement as outlined in the City's ordinances, Rules and Regulations.

3.5. Emergency Remedies. Where a discharge to the Plant reasonably appears to present an imminent endangerment to the health or welfare of persons, or presents or may present an endangerment to the environment, or threatens to interfere with the operation of the Plant, the City may, without notice, immediately take any steps necessary to halt or prevent the discharge, including suspension of services until the matters are corrected.

4. OWNERSHIP

Nothing in this Agreement shall create in Permittee any right of ownership in or to any of the City improvements, including the Plant and Discharge Site, the capacity thereof, the water utilized by the City attributable to water rights owned by the City in connection with return flows or otherwise, or any other property of the City.

5. LIABILITY AND DISPUTES.

5.1. Compliance with Law. The parties shall comply with all federal, state and local laws, ordinances, rules and regulations which are now, or in the future may become applicable to the parties, to their business or operations, and to services required to be provided under this Agreement.

5.2. Liability. The City shall not be liable for damages arising out of the interruption of operation of the Plant for any reason. The City, its elected officials, officers and employees are relying upon, and do not waive or intent to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

6. LEGISLATIVE INDEPENDENCE AND PARTY AFFILIATION.

This Agreement shall not impair the legal authority of the elected officials of the City to exercise independent judgement with respect to any matter which may come before the City. This Agreement does not create a relationship of joint ventures, partners, or employer/employee between the parties. Neither party shall be liable for obligations incurred by the other and neither party shall have the power to charge to the credit of the other party any obligations incurred in performing this Agreement.

7. MISCELLANEOUS PROVISIONS.

7.1. Effective Date. Upon execution by both parties, this Agreement shall be in full force and effect and be legally binding upon each party. Each party agrees to execute,

approve, and adopt any instruments, documents, and resolutions necessary to effectuate the covenants, terms, conditions, and provisions contained in this Agreement.

7.2. Notices. Billing and notices shall be sent to the business mailing address:

18481 County Road 35
Platteville, CO 80651

7.3. Amendment / No Assignment. No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement. Neither City nor Permittee shall assign or transfer interest in this Agreement without the written consent of the other.

7.4. Insurance; Indemnification.

7.4.1. Workers' Compensation And Employer's Liability - This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be not less than:

Workers' Compensation Statutory
Employer's Liability \$ 100,000 Each Accident
 \$ 500,000 Policy Limit
 \$100,000 Each Employee

7.4.2. Comprehensive Automobile Liability - - This insurance shall be written in comprehensive form and shall protect the contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on or off site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired.

The liability limits shall not be less than \$150,000 each person and \$600,000 each occurrence for Bodily Injury; \$600,000 each occurrence for Property Damage; or a combined single limit of \$600,000 each occurrence for Bodily Injury and Property Damage.

7.4.3. Commercial General Liability - This insurance shall be written in comprehensive form and shall protect the contractor against all claims arising from injuries to persons other than his employees or damage to property of Metro or others arising out of any act or omission of contractor or his agents,

employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by contractor under the indemnification provisions in General Conditions, and "Completed Operations and Products Liability" coverage (to remain in force during the correction period).

The liability limits shall not be less than \$150,000 each person and \$600,000 each occurrence for Bodily Injury and \$600,000 each occurrence for Property Damage, with an annual aggregate of at least \$1,000,000; or a Combined Single Limit of \$600,000 each occurrence for Bodily Injury and Property Damage with an annual aggregate of at least \$1,000,000.

7.4.4. **Indemnification** Permittee shall defend, indemnify and hold the City harmless from any damages caused by negligence, including but not limited loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of Permittee pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

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

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

6. COVENANTS, MAINTENANCE AND FACILITIES

City is relying on statements from Permittee regarding source, quantity, operations and schedules. Monthly fee structure shall be reevaluated in the event changes in operations become apparent.

City shall provide a designated receiving manhole at the North Lift Station located in Factory Circle.

Permittee will comply with all regulations imposed by the City in reference to compliance levels approved by the State of Colorado. All waste water delivered to the designated receiving manhole shall comply with current ***Municipal Code Section 13-20. - Use of Public Sewers.***

Permittee shall discharge only allowable liquid waste water in a controlled manner to the designated manhole. Any spilled material on the street surface shall be cleaned up immediately. The manhole cover shall be replaced following discharge to the manhole each delivery cycle.

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

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

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

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

EXECUTED THIS _____ DAY OF **FEBRUARY, 2024.**

CITY OF FORT LUPTON, COLORADO	URGENT SEPTIC SERVICES:
_____ Zo Hubbard Mayor 130 S. McKinley Avenue Fort Lupton, CO 80621	_____ BY: Matt Margheim_____ TITLE: Owner of Urgent Services LLC_____ 18481 County Road 35 Platteville, CO 80651



Wastewater Discharge Permit

In compliance with the provisions of the Rules and Regulations of the City of Fort Lupton, CO, herein referred to as the City,

Urgent Septic Services

(herein referred to as the "Permittee") whose facility is located at **18481 County Road 35, Platteville, CO 80651** with a mailing address of **18481 County Road 35, Platteville, CO 80651**,

Is authorized to discharge to the sanitary sewer system in accordance with the effluent limitations, monitoring requirements and other conditions as set forth herein and in the Waste Hauler Agreement No. **2024-02**.

<u>Truck ID</u>	<u>Tank Capacity (gal)</u>	<u>Per Load Charge</u>
CQI 201	3,000	\$100.00

The permit shall become effective on February 9, 2022. This permit shall expire at midnight February 10, 2024. If the permittee desires to discharge after the expiration date, the Permittee shall request a permit application form from the City within 90 days of expiration of this permit. The application shall be submitted to the City within 30 days of receipt of the permit application form by the Permittee. This permit is not transferable.

All reports and notifications required by this permit and City's Rules and Regulation shall be made to the address and telephone number below:

City of Fort Lupton
130 S McKinley Avenue
Fort Lupton, CO 80621
303-857-6694

Signed this _____ day of February, 2024.

Roy L. Vestal
Public Works Director

Receipt of this Wastewater Discharge Permit is hereby acknowledged by:

Authorized Representative of the Permittee

Date

I. OUTFALL AND WASTE DESCRIPTION

<u>Outfall</u>	<u>Description and Location</u>
01	The Discharge shall be made at the City's North Lift Station on 1240 Factory Circle, Fort Lupton, CO. These discharges may be made during standard business hours 7 AM to 5 PM Monday through Friday as shown in Attachment A.

Waste Description: The Permittee is authorized to discharge wastewater that is solely domestic waste. The domestic waste is residential and commercial septic systems. The wastewater is generated through the use of showers, sinks, toilets and washing machines. It is collected on sites from septic tanks that are pumped by the Permittee and brought to the discharge location.

At no time shall any waste from the production processes for gasoline or oil and in particular, but not limited to, the process known as Hydraulic Fracturing, being introduced to the wastewater treatment plant.

II. EFFLUENT MONITORING AND LIMITATIONS

a. Dilution Prohibition

The Permittee shall not increase the use of clean water or process water or, in anyway, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with any applicable limitation, standard or requirement.

b. Specific Effluent Limitations

- i. The Permittee shall not discharge wastewater containing any of the materials and substances in excess of the concentration listed in **Section 13-20(c)(20) of Article I, Chapter 13 City of Fort Lupton Municipal Code (attachment B)**

c. Specific Storm Sewer Discharge Prohibitions

Effective immediately, the Permittee shall not discharge or cause to be discharged to a storm drainage facility any material that is not entirely composed of storm water. The discharge of process and domestic wastewaters to the storm sewer is prohibited.

III. SELF-MONITORING

a. Sampling and Analyses

In the event of an irregular pumping operation that causes any doubt that the discharge is anything other than domestic wastewater, the permittee is required to perform collection and to have the analyses of wastewater samples analyzed through a state of Colorado certified laboratory. Samples or measurements shall be representative of the discharge during the sampling

period, representative of normal operating conditions and shall be taken as required.

Sampling and testing shall occur at least once per 6 deliveries to the North Lift Station. All sampling to be done by the contractor, in accordance with established protocols and documented on the load ticket as having been done.

Additional Monitoring to be reported: Results of all additional samples if analyzed by test procedures approved under 40 CFR Part 136, must be submitted as part of the required reports during the reporting period.

Equipment or instrumentation used for self-monitoring must be maintained in good working order and calibrated according to the manufacturer's specifications. Maintenance and calibration records must be kept on site and available for inspection.

b. Violation of Pollutant Limits

A violation of any pollutant limit must be reported to the City within twenty-four (24) hours of:

1. The Permittee's receipt of analytical data from an outside lab: or
2. The result being available to the Permittee when the analysis is performed in-house.

If any sample shows a violation, the permittee shall collect additional samples and analyze for the pollutant parameter(s) that showed the violation. The permittee shall continue this resampling effort on 10 consecutive truck loads delivered for disposal. The sample result shall be submitted to the City within thirty (30) days of becoming aware of the violation.

The permittee shall report all instances of a truck load being rejected or turned away. A report of the reason(s) for rejection shall be submitted with the required report for that month.

These reporting and resampling requirements are not required for samples and measurements taken by the City in accordance with Section II.B.6. of this Permit.

c. Test Procedures and Monitoring Requirements

All pollutant analysis, including sampling techniques, to be submitted as part of a wastewater discharge permit application, report, permit or other analysis required under this shall be performed in accordance with the techniques prescribed in **40 CFR Part 136** and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard.

IV. REPORTING REQUIREMENTS

a. Periodic Compliance Reporting

Except for samples and measurements covered by Section II.B.6. of this Permit, compliance reports containing the following information shall be submitted **Monthly**. The reports are due on or before the 28th of the month following the sampling period. The report must be received by the City at the address designated on Page 1 of this Permit. Monthly report shall be submitted at the end of each month.

Reports shall include:

1. Concentrations and measurements of all parameters for which there are self-monitoring requirements. Legible copies of completed chain-of-custody (COC) forms and laboratory analytical reports for each sample shall be included.
2. A copy of all logs required for that month, including total volume accepted, results of all pH measurements, and the logs for the required visual observations. pH meters shall be calibrated and maintained to ensure that the accuracy of the measurements are consistent with the accepted acceptability of that type of device.
3. Copies of any spills shall be maintained and reported. Information shall include the date, time, and estimated volume. The permittee shall also describe how the remediated spill was remediated and is required to complete all state required spill reporting and documentation under (25-18-10 (19) C.R.S).
4. The following certification statement:
"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
5. If no discharge occurs during the reporting period, "No Discharge" shall be reported.

V. STANDARD CONDITIONS

a. General and Specific Discharge Prohibitions

The Permittee shall not introduce pollutants into the City's POTW which may cause Pass Through or Interference or cause violations of the City's wastewater treatment plant NPDES permit as specified in chapter 13 of the Municipal Code.

b. Changes in Operation

The Permittee shall file a notification to the City a minimum of fourteen (14) days prior to any planned significant change in operation or wastewater characteristics. A significant change shall be a change to, but is not limited to the following:

1. Change in number or type of trucks delivering waste.
2. Any change in the type of waste. The current permit is written to limit the type of waste discharged to the City is solely domestic waste from typical residential type sources.

c. Reports of Potential Problems

- i. In the case of any discharge, including, but not limited to , accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the Permittee shall **immediately** telephone 720-466-6182 and notify the Wastewater Plant Manager of the incident. This notification shall include:
 1. Name of the caller
 2. Date and time of discharge
 3. Date and time discharge was halted
 4. Estimated volume of discharge
 5. Estimated concentration of discharge for any pollutant that may cause a problem
 6. Corrective actions taken to halt the discharge
 7. Method of alternative disposal if applicable
- ii. Within five (5) working days following such discharge, the Permittee shall submit a written report describing the cause(s) of the discharge and the measures to be taken by the Permittee to prevent similar future occurrences. Such notification shall not relieve the Permittee of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the Permittee of any fines, penalties, or other liability which may be imposed pursuant to the City's Rules and Regulation.

d. Accidental Discharge/Slug Discharge Control Plans

- i. The Permittee shall provide protection from accidental discharge or slug loads of pollutants regulated under this permit. The Permittee shall submit a Standard Operation Procedure (SOP) for addressing any spills during waste acceptance and disposal and submit to the City prior

to acceptance of any waste. The Permittee shall keep this SOP up-to-date and submit any modification to the City.

- ii. Notice to employees. The Permittee shall train all employees, contractors or others that oversee discharge on proper practices. The Permittee shall keep documentation of this training (date, time, subject matter and employee (contractor) name).

e. Pretreatment Facilities Requirement

Pretreatment Facilities: If the City determines that additional pretreatment is necessary including flow equalization, the Permittee shall provide wastewater treatment as necessary to comply with this Permit and shall achieve compliance with all Pretreatment Standards and Requirements.

Additional Pretreatment Measures: Whenever deemed necessary, the City may require the Permittee to restrict their discharge, relocate and/or consolidate points of discharge, and such other conditions as may be necessary to protect the POTW and demonstrate the Permittee's compliance with the requirements of the Permit.

f. Permit Noncompliance

The Permittee must comply with all conditions of this Permit. Any permit noncompliance constitutes a violation of the City's agreement with the Permittee. Such a violation may result in the immediate suspension and/or revocation of this Permit and an enforcement action, including the imposition of penalties to include a fine of \$1,000 per incident in accordance with Municipal Code Article IV, Section 1-72 and the Permittee will be responsible for any cleanup or additional treatment costs necessary to correct problems caused due to the discharge as well as reimbursement to the City for any fines levied on the City for non-compliance with state statute and damage to equipment. In Accordance with Municipal Code Article IV, Section 1-74. Additional Criminal penalties may be imposed if deemed appropriate. If the Permittee is in Significant Noncompliance with applicable Pretreatment Standards and Requirements, the City shall publish the Permittee and facts surrounding the SNC in the Local Fort Lupton, CO newspapers.

Violations that include the introduction of any non-domestic wastes into the wastewater plant will be grounds for immediate termination of this agreement and will incur all fines and penalties listed above.

Specifically introduction of any quantity of Arsenic (As), Cadmium (Cd), Chromium (Cr)(4), Chromium (VI)(4), Copper (Cu), Lead (Pb), Mercury (Hg), Molybdenum (Mo), Nickel (Ni), Selenium (Se), Silver (Ag), Zinc (Zn), Benzene, or BTEX(3), also listed above in section II-B, will cause a permit violation for the City's wastewater treatment plant and are expressly forbidden by this agreement. Any introduction of these

compounds would be grounds for immediate termination of this agreement.

Violations of BOD and/or TSS standards would incur the following penalties

- BOD or TSS between 325 and 500 mg/l will incur an increase from 0.20 cents per gallon to 0.30 cents per gallon
- BOD or TSS between 501 and 1000 mg/l will incur an increase from 0.20 cents per gallon to 0.50 cents per gallon
- BOD or TSS above 1001 mg/l will incur an immediate fine of \$1,000 in addition to the 0.50 cent per gallon charge and could potentially cause a revocation of the Permittee's discharge permit.

g. Federal and/or State Laws

Nothing in this permit shall be construed so to preclude the institution of any legal action or relieve the Permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable federal and/or state law or regulation.

h. Records Management

The Permittee shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Permit, any additional records of information obtained pursuant to monitoring activities undertaken by the Permittee independent of such requirements, and documentation associated with Best Management Practices. These records shall remain available for a period of three (3) years. This period shall be automatically extended for the duration of any litigation concerning the Permittee or the Mayor, or where the Permittee has been specifically notified of a longer retention period by the Mayor.

i. Duty to Provide Information

The Permittee shall furnish to the Mayor or his duly authorized representative, within a reasonable time, any information which the Mayor or his duly authorized representative may require, to determine whether cause exists for modifying, revoking and reissuing, terminating this permit or to determine compliance with the permit. The Permittee shall also furnish, upon request, copies of records required to be kept by this permit.

j. Right of Entry

Whenever it shall be necessary for the purposes of this Permit and the City's Rules and Regulations, the City Administrator or his designated representative may at any time and without notice, take samples, observe the Permittee, review logs, inspect all facilities and equipment used by the Permittee, take photographs or copy any records kept by the Permittee related to the activities covered by this Permit.

k. Permit Modification and Revocation

- i. Permit modification: The City Administrator may modify wastewater discharge permit under Section 13 of the Municipal Code.
- ii. Permit revocation: The City Administrator may revoke the wastewater discharge under section 13 of the Municipal Code.

l. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state or municipal laws and regulations.

m. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstances, is held invalid, the application of such provisions to other circumstances and the remainder of the permit shall not be affected thereby.

n. Confidentiality

All records, reports, data or other information supplied by the Permittee as a result of any disclosure required by these Regulations or information and data from inspections shall be available for public inspection.

Effluent data from any User whether obtained by self-monitoring, monitoring by the City or monitoring by any state or federal agency, shall not be considered a trade secret or otherwise confidential. All such effluent data shall be available for public inspection.

EXHIBIT "A"

Discharge Point



Location at North Lift Station -





EXHIBIT "A"**Trucked and Hauled Waste Manifest****Trucked and Hauled Waste Manifest**

Instructions: Please print legibly. Complete all blanks in Parts I. Enter all information for each generator where waste was picked-up in Part II. Sign and date the manifest in Part III. Approval will be required prior to discharging any wastes that are not strictly domestic sewage wastes.

Part I Transporter/Permittee: _____ Driver Name: _____ Truck License #: _____ Date of Disposal: _____		
Part II – Waste Generator #1 Name: _____ Address: _____ Date Pumped: _____ Time Pumped: _____ am/pm Size of Tank: _____ gal Amount Pumped: _____ gal Description of Waste: _____	Check One ☐ Domestic only ☐ Grease Interceptor (Food Bland) ☐ Sand Trap ☐ Industrial ☐ Storm Water ☐ Other	
Part II – Waste Generator #2 Name: _____ Address: _____ Date Pumped: _____ Time Pumped: _____ am/pm Size of Tank: _____ gal Amount Pumped: _____ gal Description of Waste: _____	Check One ☐ Domestic only ☐ Grease Interceptor (Food Bland) ☐ Sand Trap ☐ Industrial ☐ Storm Water ☐ Other	
Part II – Waste Generator #3 Name: _____ Address: _____ Date Pumped: _____ Time Pumped: _____ am/pm Size of Tank: _____ gal Amount Pumped: _____ gal Description of Waste: _____	Check One ☐ Domestic only ☐ Grease Interceptor (Food Bland) ☐ Sand Trap ☐ Industrial ☐ Storm Water ☐ Other	
Part III: I certify under penalty of law that this manifest was prepared by me or under my direction or supervision. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further certify that the wastes covered by this manifest are not hazardous as defined in 40 CFR Part 261. I further certify that all discharges made to the POTW are being made in accordance and in compliance with requirements specified in the applicable ordinance or rules and any issued permit, order, statement of requirements or other authorization to discharge.		
_____ Printed Name Signature of Transporter Date		

EXHIBIT

Fort Lupton Municipal Code - Chapter 13

ARTICLE I - Sewer System

Sec. 13-1. - Definitions.

For purposes of this Article, the following words shall have the meanings ascribed hereafter:

Biochemical oxygen demand (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) Centigrade, expressed in milligrams per liter.

Building drain shall mean that part of the lowest horizontal piping of a draining system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.

Building sewer shall mean the extension from the building drain to the public sewer or other place of disposal, also called house connection.

Combined sewer shall mean a sewer intended to receive both wastewater and storm or surface water (not permitted).

Easement shall mean an acquired legal right for the specific use of land owned by others.

Floatable oil is oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

Garbage shall mean the animal and vegetable wastes resulting from the handling, preparation, cooking and serving of foods.

Industrial wastes shall mean the wastewater from industrial processes, trade or business as distinct from domestic or sanitary wastes.

May is permissive - see shall, below.

Natural outlet shall mean any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake or other body of surface or groundwater.

pH shall mean the logarithm of the reciprocal of the hydrogen-ion concentration. The concentration is the weight of hydrogen ions, in grams, per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen-ion concentration of the log (1/H +).

Properly shredded garbage shall mean the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (½) inch (1.27 centimeters) in any dimension.

Public sewer shall mean a common sewer controlled by a governmental agency or public utility.

Sanitary sewer shall mean a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

Sewage is the spent water of a community. The preferred term is wastewater, defined in below.

Sewer shall mean a pipe or conduit that carries wastewater or drainage water.

Sewer plant investment fee shall mean a fee charged for the privilege of connecting into the City's sewer system.

Sewer tap means an opening or connection in the mains through which wastewater is discharged.

Shall is mandatory - see may, above.

Slug shall mean any discharge of water or wastewater which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four-hour concentration, or flows during normal operation, and shall adversely affect the collection system and/or performance of the wastewater treatment works.

Storm drain (sometimes termed storm sewer) shall mean a drain or sewer for conveying water, groundwater, subsurface water or unpolluted water from any source.

Suspended solids shall mean total suspended matter that either floats on the surface of or is in suspension in water, wastewater or other liquids and that is removable by laboratory filtering as prescribed in "Standard Methods for the Examination of Water and Wastewater" and referred to as nonfilterable residue.

Unpolluted water is water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

Wastewater shall mean the spent water of a community. From the stand-point of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with any groundwater, surface water and stormwater that may be present.

Wastewater facilities shall mean the structure, equipment and processes required to collect, carry away and treat domestic and industrial wastes and dispose of the effluent.

Wastewater treatment works shall mean an arrangement of devices and structures for treating wastewater, industrial wastes and sludge. Sometimes used as synonymous with waste treatment plant or sewer treatment plant or wastewater treatment plant or water pollution control plant.

Water requirements means Colorado Big Thompson (CBT) or Windy Gap water shares, or cash-in-lieu of such water shares, required to be conveyed or paid to the City at the time of the development of land. (See Sec. 13-122.)

Watercourse shall mean a natural or artificial channel for the passage of water either continuously or intermittently.

Prior code 12-530-4; Ord. 645 §1, 1993; Ord. 96-698 §1; Ord. 99-739)

Sec. 13-2. - Management of sewer system and wastewater treatment facilities.

The Operations Director is the manager of the sewer system and wastewater treatment facilities for the purpose of management, maintenance, care and operation of the sewer system and wastewater treatment plant.

(Prior code 12-530-1; Ord. 96-698 §1)

Sec 13-3. - Powers of Operations Director; City Administrator.

The Operations Director shall have the immediate control and management of all things pertaining to City sewer system and wastewater treatment facilities, and the Operations Director shall perform all acts necessary for the prudent, efficient and economical management and protection of said sewer system and wastewater treatment facilities. The Fort Lupton Utility Enterprise Board shall have the power, by written resolution, to prescribe such other and further rules and rates as it may deem necessary. Technical services of a qualified engineer may be used in all cases wherein the Operations Director does not have the requisite engineering knowledge and experience to make decisions requiring such technical services. The City Administrator is authorized to promulgate regulations, guidelines and procedures adopted by the Fort Lupton Utility Enterprise Board, consistent with this Code, as are reasonably necessary and appropriate to implement the rules and policies of the Board.

(Prior code 12-530-2; Ord. 96-698 §1; Ord. 99-739)

Sec. 13-4. - Receipts and deposits.

The Finance Director shall keep a correct account of all receipts and materials furnished to consumers and shall collect the same and deposit the proceeds so collected to the credit of the Utility Enterprise Fund in accordance with the direction of the Fort Lupton Utility Enterprise Board.

(Prior code 12-530-3; Ord. 96-698 §1; Ord. 99-739)

Sec. 13-5. - Composition of sewer utility.

All sewer mains and collection lines, sewer lift stations, wastewater treatment plant and appurtenances thereto, machinery, equipment and supplies used by the City to supply its sewer users with service shall be known as the sewer system and wastewater treatment facilities; provided, however, that the sewer service line from the sewer main including the sewer tap saddle or wye, to the structure or property served shall be regarded as the property of the owner of said structure or property served.

(Prior code 12-530-7; Ord. 96-698 §1; Ord. 2015-994 §45)

Sec. 13-6. - Damage to sewer system and wastewater treatment facilities property prohibited.

It shall be unlawful for any person to in any way damage property, equipment or appliances constituting a part of the sewer system and wastewater treatment facilities. It shall be unlawful for any person to cast, place, dump or deposit any substance or material into the sewer system or wastewater treatment facilities which will in any manner injure or obstruct the system or facilities or pollute or contaminate the water.

(Prior code 12-530-8; Ord. 96-698 §1)

Sec. 13-7. - Change of sewer use.

It shall be unlawful for any person to alter, change, enlarge or extend in any manner whatsoever the type of use for which the sewer system was approved by the Operations Director, except as provided herein.

(Prior code 12-530-10; Ord. 96-698)

Sec. 13-8. - Inspections; repairs.

Whenever the Operations Director deems it necessary, the Operations Director may inspect the condition of all pipes and sewer fixtures or the manner in which the sewer is used. The Operations Director shall have the authority to make, or cause to be made, any repairs or alterations to sewer user's service as the Operations Director deems reasonably necessary. The Operations Director shall be vigilant to protect and remedy all abuses or other improper use of sewer.

(Prior code 12-530-6; Ord. 96-698 §1)

Sec. 13-9. - Safety and access.

(a) While performing the necessary work on private properties referred to in Section 13-8 above, the Operations Director or duly authorized employees of the City shall observe all reasonable safety rules applicable to the premises established by the owner or occupant of the premises. The owner and occupant shall be held harmless for injury or death to the City employees, and the City shall indemnify the owner and occupant of the premises against loss or damage to its property by City employees and against liability claims and demands for personal injury or property damage asserted against the owner and occupant of the premises growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the owner and occupant of the premises to maintain safe conditions as required. (b) The Operations Director and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all private properties through which the City holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the wastewater facilities lying within said easement. All entry and subsequent work, if any, on said easement shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

(Prior code 12-530-25; Ord. 96-698 §1)

Sec. 13-10. - Interference with sewer facilities prohibited.

(a) It shall be unlawful for any person to trespass upon the property of the City, to tap any sewer mains or to make any connections therewith, without first having obtained a permit to do so. (b) It shall be unlawful to in any manner interfere with the City or the property, equipment, pipes, valves or any other appliances of the City, or to change or alter the position of any valve or appliance regarding the flow of sewer in any pipeline.

(Prior code 12-530-9)

Sec. 13-11. - Authority during emergency situations.

In the event of an emergency that should require the immediate curtailment of sewer service, the City Administrator shall have the authority to make such restrictions as deemed necessary for the protection of the public.

(Prior code 12-530-21)

Sec. 13-12. - Connections to sewer lines and mains.

It shall be unlawful for any person to make any connections with any sewer pipeline main which forms a part of the sewer system and wastewater treatment facilities except pursuant to and in accordance with the permit required by this Article. It shall be unlawful to make any connections with any privately owned sewer mains or pipelines which are connected with the sewer utility or to change, alter or renew any presently existing private main or pipeline connected with the sewer utility with any pipe larger than that in use.

(Prior code 12-530-11; Ord. 96-698 §1)

Sec. 13-13. - General regulations for sewer service lines.

- (a) It shall be unlawful for any person other than a licensed plumber or the City's authorized representative to install a sewer line from the main to the building or connection. All service lines shall be of material and size as specified in the current City's specifications.
- (b) The service line from the sewer main, including tap, to the structure served shall be installed, maintained and repaired by the sewer user at his or her expense. No claim shall be made against the City on account of breaking or for failure of the service of sewer, and no reduction in the rates will be made for any time that service pipes or fixtures are frozen or are not in proper working order. All connections, taps and lines that are or will become the responsibility of the City for maintenance shall be inspected by the City's authorized representative prior to being backfilled and used.
- (c) The City shall be responsible for all maintenance and repairs to the sewer mains.
- (d) Cross-connections with any water supply is strictly prohibited.
- (e) The sewer service line from the main to the sewer collection system of the building to be served with sewer shall be of sufficient size to furnish an adequate flow to meet the requirements of the building and premises at peak demand and in no case shall be less than four (4) inches in diameter.
- (f) It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of said City, any human or animal excrement, garbage or other objectionable waste.
- (g) It shall be unlawful to discharge to any natural outlet within the City, or in any area under the jurisdiction of said City, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Article.
- (h) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of wastewater.
- (i) The owner of every house, building or property used for human occupancy, employment, recreation or other purposes, situated within the City and abutting on any other street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the City, is hereby required at the owner's expense to install suitable toilet facilities therein and to connect such facilities directly with the proper public sewer in accordance with the provisions of this Article, within one hundred twenty (120) days after date of official notice to do so, provided that said public sewer is within four hundred (400) feet of the property line.
- (j) New services to replace existing services shall not be approved by the City until the old service lines are completely disconnected from the main.

(Prior code 12-530-16; Ord. 2015-992 §3; Ord. 2015-994 §46)

Sec. 13-14. - Installation of lines.

All lines shall be installed in accordance with the current City specifications in effect at the time of installation.

(Prior code 12-530-17; Ord. 2015-994 §47)

Sec. 13-15. - Excavation and backfilling.

All excavation and backfilling in the street or alley shall be in conformity with current City specifications in effect at the time of work being done.

(Prior code 12-530-18; Ord. 2015-994 §48)

Sec. 13-16. - Installation prior to street paving.

Before any street containing a sewer line is paved, the City shall cause to be installed all service lines as the City determines necessary to serve said property when fully developed.

(Prior code 12-530-19)

Sec. 13-17. - Repairs and extensions of mains.

The City reserves the right to stop service from any street main when necessary to make repairs or extensions of the sewer mains or to perform any other work necessary to maintain the sewer utility. Unless it is an emergency situation, the City will attempt to give reasonable notice to the sewer users. No claim shall be made against the City by reason of any breakage or for any other damage that may result from lack of sewer service for repairing or replacing mains or other connections.

(Prior code 12-530-20)

Sec. 13-18. - Supplying sewer service to others.

No occupant or owner of any building or lot into which sewer service is introduced will be allowed to supply sewer service to other persons, families or firms, except as approved by the Operations Director. The Fort Lupton Utility Enterprise Board agrees to furnish service for a specified sum. If a sewer user furnishes other persons sewer service for building purposes or permits sewer service to be used without the knowledge and consent of the Operations Director the owner or occupant shall be deemed in violation of contract, and sewer users so offending will be required to pay double the price of service so used, and the Fort Lupton Utility Enterprise Board reserves the right to shut off the water supply for abuses of privileges. When the water has been turned off for violation thereof, the water will not be turned on again until all fees and penalties have been paid.

(Prior code 12-530-22; Ord. 96-698 §1)

Sec. 13-19. - Use outside City corporate limits.

Use of sewer service outside the corporate limits shall be permitted subject to the paramount rights of users within the corporate limits. The use of sewer service outside the City corporate limits shall be at the sole discretion of the Fort Lupton Utility Enterprise Board. In case there shall be insufficient capacity to provide for users both within and without the corporate limits, the Fort Lupton Utility Enterprise Board may reduce, curtail or shut off the sewer users outside the City corporate limits during such period of capacity shortage. The rates for sewer use outside the City corporate limits shall be adopted by written resolution of the Fort Lupton Utility Enterprise Board.

(Prior code 12-530-23; Ord. 96-698 §1)

Sec. 13-20. - Use of public sewers.

- (a) No person shall discharge or cause to be discharged any nonsanitary waters such as stormwater, surface water, groundwater, roof runoff or subsurface drainage to any sanitary sewer, except by written permission of the Operations Director.
- (b) Stormwater other than that exempted under Subsection (a) above and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the Operations Director and/or Wastewater Plant Manager and other regulatory agencies. Unpolluted industrial cooling water or process water or air conditioning wastewater may be discharged, on approval of the Operations Director and/or the Wastewater Plant Manager, to a sanitary sewer as permitted.

- (c) No person shall discharge or cause to be discharged to any public sewer any of the following described domestic, commercial or industrial water or wastes not meeting the following limitations:
- (1) Must have an instantaneous pH value in the range of five and one-half (5.5) to nine (9.0) standard units. Must not contain pollutants which will cause corrosive effects, damage or hazards to structures, equipment or personnel of the treatment works or Public Works Department.
 - (2) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other interference with the proper operation of the collecting system or wastewater facilities such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
 - (3) Must not contain improperly shredded garbage that has not been ground or comminuted to such a degree that all particles will be carried freely in suspension under flow conditions normally prevailing in the wastewater system to which the user is connected. At all times, no particle shall be greater than one-half ($\frac{1}{2}$) inch in any direction.
 - (4) Must not contain explosive mixtures consisting of liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the operation of sewers or the treatment works. At no time shall two (2) successive readings on an explosion hazard meter at the point of discharge into the wastewater system be more than five percent (5%), nor may any single reading be over ten percent (10%) of the lower explosive limit (L.E.L.) of the meter. Prohibited materials include but are not limited to: arsenic, cadmium, chromium, chromium, copper, lead, mercury, molybdenum, nickel, selenium, silver, zinc, benzene, BTEX, gasoline, kerosene, fuel oil, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides.
 - (5) Must not contain pollutants which create a fire or explosion hazard in the treatment works, including but not limited to waste streams with a closed cup flashpoint of less than eighty-six degrees (86°) Centigrade (187° Fahrenheit) using the test methods specified in 40 C.F.R § 261.21. Pollutants must not contain any flammable substance with a flashpoint lower than eighty-six degrees (86°) Centigrade (187° Fahrenheit).
 - (6) Must not contain heat in amounts which will inhibit biological activity in the treatment works resulting in interference, but in no case heat in such quantities that the temperature at the treatment works exceeds forty degrees (40°) Centigrade (104° Fahrenheit). At no time shall the temperature of the water or wastes at the point of discharge into the public sewer be less than thirty-two degrees (32°) Fahrenheit or more than one hundred fifty degrees (150°) Fahrenheit.
 - (7) Must not contain grease or oil or other substances that will solidify or become viscous between thirty-two degrees (32°) degrees Fahrenheit and one hundred fifty degrees (150°) Fahrenheit.
 - (8) Must not contain insoluble substances in excess of ten thousand (10,000) parts per million.
 - (9) Must not contain solids in excess of twenty thousand (20,000) parts per million.
 - (10) Must not contain insoluble substances having a specific gravity greater than 2.65.
 - (11) Must not contain gases or vapors either free or occluded in concentrations toxic or dangerous to humans or animals.
 - (12) Must not contain toxic, carcinogenic, poisonous, irritating, noxious or malodorous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, which could contaminate the sludge of any municipal system, injure or interfere with any sewage treatment

process, constitute a hazard to humans or animals, create a public nuisance, create a hazard to treatment plant employees, Public Works employees or create any hazard in or have an adverse effect on the waters receiving any discharge from the treatment works.

- (13) Must not have a chlorine demand greater than fifteen (15) parts per million.
- (14) Must not contain any pollutant, including oxygen demanding pollutants (BOD, etc.) released at a rate and/or concentration which has a reasonable potential, in the opinion of the Operations Director and/or Wastewater Plant Manager to adversely affect the treatment plant (inhibition, pass-through of pollutants, sludge contamination, or endangerment of treatment plant workers and/or Public Works employees).
- (15) Must not have a BOD in excess of three hundred twenty-five (325) milligrams per liter.
- (16) Must not contain in excess of fifty (50) parts per million of fat, grease or any other fat or grease products from animal or vegetable origin, or both. Oil, floatable oil, nonbiodegradable cutting oil or any substance from mineral or petroleum origin, or both, including but not limited to: Cooling or quenching oils, lubrication oils, cutting oils and nonsaponifiable oils must not exceed ten (10) parts per million.
- (17) Must not contain organic toxic pollutants, introduced by the intentional or accidental dumping of solvents, used in operations involving degreasing, surface preparation, tank washing, paint thinning, paint equipment cleaning or any other process.
- (18) Shall not be any trucked or hauled pollutant, except as approved by the Operations Director and/or Wastewater Plant Manager and discharged at a point designated by the Operations Director and/or Wastewater Plant Manager.
- (19) Must not contain storm water, surface water, groundwater, roof runoff or subsurface drainage without first obtaining a permit from the control authority for such a discharge.
- (20) Must not contain the following pollutants in excess of the following limits as measured at the point of discharge into the wastewater system:

Pollutant	Milligrams per Liter
Total Iron	1.5
Total Cadmium	0.05
Total Chromium	4.5
Total Copper	0.5
Total Lead	2.0
Total Mercury	0.007
Total Nickel	10.0
Total Zinc	4.0
Total Arsenic	0.1
Total Cyanide	1.0
Total Phenols	10.0
Total Silver	0.5
Total Selenium	12.0

- (21) Must not contain any radioactive wastes or isotopes.
- (d) The following described substances, materials, waters or wastes shall be limited in discharges to municipal systems, to concentrations or quantities which will not harm either the sewers, wastewater treatment processes or equipment, will not have an adverse effect on the receiving stream, or will

not otherwise endanger lives, limb or public property or constitute a nuisance. The limitations or restrictions on materials or characteristics of wastes or wastewaters discharged to the sanitary sewer which shall not be violated without approval of the Operations Director and/or Wastewater Plant Manager are as follows:

- (1) Any garbage that has not been properly shredded (See Subsection (c)(3) above). Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.
 - (2) Any waters or wastes containing iron, chromium, copper, lead, zinc and similar objectionable or toxic substances (See Subsection (c)(20) above) to such a degree that any such material received in the composite wastewater at the wastewater treatment plant exceeds the limits established by the Operations Director and/or Wastewater Plant Manager for such materials.
 - (3) Any waters or wastes containing grease, oil, nonbiodegradable cutting oil or any oily substance from petroleum or mineral origin, or both (See Subsection (c)(16) above), to such a degree that any such material received in the composite wastewater at the wastewater treatment plant exceeds the limits established by the Operations Director and/or Wastewater Plant Manager for such materials.
 - (4) Any waters or wastes containing floatable oil, fat, grease or any oily substance of vegetable or animal origin, or both (See Subsection (c)(16) above) to such a degree that any such material received in the composite wastewater at the wastewater treatment plant exceeds the limits established by the Operations Director and/Wastewater Plant Manager for such materials.
 - (5) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the treatment plant.
 - (6) Any waters or wastes containing noxious or odor-producing substances exceeding limits which may be established by the Operations Director and/or Wastewater Plant Manager.
 - (7) Quantities of flow, concentrations or both which constitute a slug as defined in Subsection 13-1(20).
 - (8) Waters or wastewaters which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such a degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
 - (9) Any waters or wastes which, by interaction with other waters or wastes in the public sewer system, release obnoxious gases, form suspended solids which interfere with the collection system or create a condition deleterious to structures and treatment processes.
- (e) If any waters or wastes are discharged, or are proposed to be discharged, to the public sewers that contain the substances or possess the characteristics enumerated in Subsection (d) above, and which in the judgment of the Operations Director and/or Wastewater Plant Manager may have a deleterious effect upon the wastewater facilities, processes, equipment or receiving waters, or which otherwise create a hazard to life or safety or constitute a public nuisance, the Operations Director and/or Wastewater Plant Manager may:
- (1) Reject the wastes;
 - (2) Require pretreatment to an acceptable condition for discharge to the public sewers;
 - (3) Require control over the quantities and rates of discharge; and/or

- (4) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of Subsection (j) below.

When considering the above alternative, the Operations Director and/or Wastewater Plant Manager shall give consideration to the economic impact of each alternative on the discharger. If the Operations Director and/or Wastewater Plant Manager permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Operations Director and/or Wastewater Plant Manager.

- (f) Grease, oil and sand interceptors or traps should be cleaned quarterly, or at the discretion of the Operations Director. The Operations Director and/or Wastewater Plant Manager may take samples as needed and apply surcharges accordingly. All testing charges are to be paid by owner. Grease, oil and sand interceptors or traps or best available technology shall be provided when, in the opinion of the Operations Director and/or Wastewater Plant Manager they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts as specified in Subsection (c)(16) above, or any flammable wastes, sands or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors or traps shall be of a type and capacity approved by the Operations Director and/or Wastewater Plant Manager and shall be located as to be readily and easily accessible for cleaning and inspections. In the maintaining of these interceptors, the owner shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal which are subject to review by the Operations Director and/or Wastewater Plant Manager. Any removal and hauling of the collected materials not performed by the owner's personnel must be performed by currently licensed waste disposal companies, firms or persons.
- (g) Where pretreatment of any flow-equalizing facilities are provided or required for any waters or wastewaters, they shall be maintained continuously in satisfactory and effective operation by the owner and at the owner's expense.
- (h) When required by the Operations Director and/or Wastewater Plant Manager the owner of any property serviced by a building sewer service carrying industrial wastes shall install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such structures, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Operations Director and/or Wastewater Plant Manager. The structure shall be installed by the owner at the owner's expense and shall be maintained by the owner so as to be safe and accessible at all times.
- (i) The Operations Director and/or Wastewater Plant Manager may require a user of sewer services to provide information needed to determine compliance with this Article. The requirements may include:
 - (1) Peak wastewater discharge rates and volumes over a specified time period;
 - (2) Chemical analyses of wastewaters;
 - (3) Information on materials being discharged that affect wastewater characteristics;
 - (4) Quantity and disposition of specific liquid, sludge, oil, solvent or other materials important to sewer use control;
 - (5) A plot plan of sewers of the user's property showing sewer and pretreatment facility location;
 - (6) Details of wastewater pretreatment facilities;

- (7) Details of systems to prevent and control the losses of materials through spills to the municipal sewer; and
- (8) Additional information that affects the volume or characteristics of discharges and, as such, may be required by the Operations Director and/or Wastewater Plant Manager to determine compliance with this Article.
- (j) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this Article shall be determined in accordance with the latest edition of "Standard Methods of the Examination of Water and Wastewater," published by the American Public Health Association. Sampling methods, location, times, durations and frequencies are to be determined on an individual basis subject to approval by the Operations Director and/or Wastewater Plant Manager.
- (k) No statement contained in this Section shall be construed as preventing any special agreement or arrangement between the Fort Lupton Utility Enterprise Board and any industrial concern whereby an industrial waste of unusual strength or characteristic may be accepted by the Fort Lupton Utility Enterprise Board for treatment.
- (l) All regulations contained in this Section shall be considered a part of the contract of every person receiving sewer service from the sewer system and wastewater treatment facilities, and no person may be served from the sewer utility unless the person agrees to and abides by all rules and regulations of the Fort Lupton Utility Enterprise Board pertaining to the use of said sewer system.
- (m) Any directives, approvals, disapprovals or other administrative actions issued by the Operations Director and/or Wastewater Plant Manager to a discharger can be requested by the discharger to be referred to the Fort Lupton Utility Enterprise Board for review. The Fort Lupton Utility Enterprise Board shall act on such issues referred to it for review, and its decisions shall be the final authority regarding interpretations, actions and other compliance issues associated with the City's sewer and wastewater treatment ordinance.

(Ord. 616 §1, 1992; Ord. 645 §1, 1993; Ord. 96-698 §1; Ord. 99-739; Ord. 2015-994 §49)

Sec. 13-21. - Application for sewer service.

- (a) Application for sewer shall be made to the Planning and Development Department by the owner, occupant, developer or agent of the property to be benefited and must designate the location of the property, owner of the property, size of sewer taps, location of sewer taps and sewer service line, the approximate date of construction of the facility; and shall state the purpose for which sewer service is required.
- (b) All sewer tap permits issued shall be issued for a period of one hundred eighty days (180) days, in the same manner as building permits are issued.

(Prior code 12-530-5; Ord. 645 §1, 1993; Ord. 96-698 §1; Ord. 2001-778)

Sec. 13-22. - Types of permits.

There shall be the following types of permits to make connections with the sewer system and wastewater treatment facilities:

- (1) Sewer tap permit to connect to the sewer system for the purpose of discharging into the sewer system for normal municipal purposes; that is, domestic, commercial or industrial. At the time this permit is granted, the sewer plant investment fee in effect at the time of application, together with all other costs associated with the granting of permission to connect with the sewer system of the City, shall be paid.

- (2) Sewer tap permit to enlarge or replace an existing sewer tap to the sewer system for the purpose of discharging into the sewer system for normal municipal purposes; that is, domestic, commercial or industrial. At the time the permit is granted, the additional sewer plant investment fee, if any, shall be paid.
- (3) Permit to discharge into the sewer system to serve property situated outside the corporate limits of the City. This permit shall be issued only under such terms and conditions as the Fort Lupton Utility Enterprise Board may provide by ordinance or resolution. At the time the sewer tap permit is granted, the sewer plant investment fee shall be paid for each individual sewer service.
- (4) 40 CFR Section 03.3(q) requires industries designated as a "significant users" to acquire a discharge permit through the state of Colorado. The City of Fort Lupton does not currently issue these permits. It is a requirement that any industry contact the Colorado Department of Public Health and environment treatment division to determine if a discharge permit is required.

(Prior code 12-530-12; Ord. 96-698 §1; Ord. 2015-994 §50)

Sec. 13-23. - Permit contents.

Required sewer permits shall be issued by the Planning and Development Department and shall state the name of the person to whom the permit is issued, the date of the permit, the size of the tap, the owner of the premises and the premises to be served by the sewer system.

(Prior code 12-530-13; Ord. 96-698; Ord. 96-698; Ord. 2001-778)

Sec. 13-24. - Taps.

All taps or connections to any part of the sewer utility shall be made in accordance with current City specifications and terms and conditions of the permit issued. All such taps and connections shall be made by a licensed plumber or the City's authorized representative, at the owner's expense, and all materials for such taps or connections shall be at the owner's expense and shall be inspected by the City prior to use.

(Prior code 12-530-14; Ord. 645 §1, 1993; Ord. 2015-994 §51)

Sec. 13-25. - Separate connections required.

Two (2) or more premises cannot be served from one (1) and the same connection, nor can two (2) or more buildings on the same premises be served from one (1) and the same connection. All properties that require separate sewer service billings shall have their own connection and service line.

(Prior code 12-530-15)

Sec. 13-26. - Sewer rate schedules.

- (a) Each user of the sewer system and wastewater treatment facilities shall be charged a monthly sewer user charge. Such charge shall be established, and amended from time to time, by written resolution of the Fort Lupton Utility Enterprise Board, and such amendments after January 1, 1997, shall be after publication and a minimum of two (2) public meetings, which amends the process described in Ordinance 95-675, Section 12-9 (2).
- (b) For all metered residential, commercial and industrial users who irrigate lawn or other landscaping during the months of May through October, the sewer use charge on bills may be adjusted to reflect the average monthly water use reflected in the preceding January, February and March sewer billings (represents the usage of December, January and February); however, wastewater facility users obtaining the rate benefits of this Section may be required to submit to a review of their water use at such times as may be designated by the Operations Director.

- (c) The Fort Lupton Utility Enterprise Board shall review the wastewater facilities' total annual costs of operation, maintenance, replacement and debt service at least once every year. Rates may be revised if necessary to generate revenue, combined with all other revenues of the utility, sufficient to pay all said costs. Such rates shall be established to proportionately recover all operation, maintenance and replacement costs from users of the wastewater facilities, including those costs associated with mitigating inefficiency, infiltration and inflow.
- (d) From and after July 1, 1999, the Fort Lupton Utility Enterprise Board may, notwithstanding any other provision of this Section, approve a negotiated rate or rates for sewer utility service for a large and/or unique user, taking into consideration the requirement of Subsection (c) above that such negotiated rates recover the operation and maintenance and replacement costs occasioned as a consequence of such user. Notwithstanding the requirements of Subsection (a) above, any such negotiated rates shall be effective upon approval by the Utility Enterprise Board by majority vote.

(Ord. 626 §1, 1992; Ord. 634 §1, 1992; Ord. 645 §1, 1993; Ord. 96-698 §1; Ord. 99-739; Ord. 99-750, Part 1; Ord. 2009-909 §1)

Sec. 13-27. - Sewer plant investment fees.

- (a) All sewer plant investment fees shall be determined by the Fort Lupton Utility Enterprise Board. Such fees shall be established and amended from time to time by written resolution of the Fort Lupton Utility Enterprise Board.
- (b) Upon payment of the sewer plant investment fee, the Planning and Development Department shall issue a permit and allow a fee service line tap into the City's sewer system.
- (c) The sewer plant investment fee shall be placed into the Sewer Plant Investment Fee Account. Said account shall be used for future improvements or additions to the sewer system and wastewater treatment facilities.

(Prior code 12-530-27; Ord. 96-698 §1; Ord. 99-739; Ord. 2001-778)

Sec. 13-28. - Nonmetered sewer accounts.

Services which are on well water and which are connected to the City's wastewater treatment system shall be billed for sewer consistent with regulations under Section 13-26.

(Ord. 99-739)



SUBJECT FOR DISCUSSION

Approving to Lease a Fleet of Golf Cars, Utility Cars, Beverage Car, and a Driving Range Picker from Masek Golf Cars for the Coyote Creek Golf Course.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The existing golf cart fleet's final payment is due in October. The balloon payment to purchase the existing fleet is \$167,750. An RFP was issued January 9th, 2024, for 80 noise suppressed, fuel injected, gas golf carts, 3 Utility Cars, 2 Beverage Units and 1 Driving Range Cart.

2 Vendors responded and the bids are attached. EZGO by Textron was unable to meet the engine noise suppression spec.

Masek is our current golf cart vendor and is the dealer for Yamaha golf cars. They have the low qualifying bid.

FINANCIAL CONSIDERATIONS

The cost of leasing golf carts is built into the 2024 budget.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Pay the balloon payment on the existing fleet.

STAFF RECOMMENDATIONS

Staff is recommending approving the lease of the golf carts, utility carts, beverage units and driving range cart from Masek Golf Cars.

Attachments:

- a. Bid from Masek Golf Cars
- b. Bid from EZGO Golf Cars

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Request Number:
FTL2024-002



Ms. Leann Perino
Finance Director
130 South McKinley Avenue
Fort Lupton, Colorado 80621
Bids@FortLuptonCO.gov

Dear Ms. Perino:

The undersigned having become familiar with the specifications for 80 Gas Powered Golf Carts, 3 Utility Carts, 2 Beverage Units and 1 Driving Range Cart and deliver to the City of Fort Lupton as set forth in the following schedule:

We are looking for several options on this purchase. The options are listed below and are to include optional pricing for the GPS Solution

Item No	Item Description	Qty	Units	Unit Price	Extended
1	Golf Carts per golf cart specs Model No. <u>Quietech EFI</u> Manufacturer <u>Yamaha</u>	80	Each	\$6,890.00	\$551,200.00
2	Utility Carts per Utility Cart specs Model No. <u>Umax II</u> Manufacturer <u>Yamaha</u>	3	Each	\$11,568.00	\$34,704.00
3	Beverage Carts per beverage cart specs Model No. <u>Umax Bistro DLX</u> Manufacturer <u>Yamaha</u>	2	Each	\$22,657.00	\$45,314.00
4	Driving Range Cart per Driving Range specs Model No. <u>Umax II</u> Manufacturer <u>Yamaha</u>	1	Each	\$14,784.00	\$14,784.00
Subtotal					\$646,002.00
5	GPS Solution	81	Each	\$1,525.00*	\$123,525.00*
Total					\$769,527.00

5 Year Lease with and without GPS (6 months on, 6 months off payment schedule)

<u>Please provide the Following</u>	
Monthly Payment Without GPS	\$17,416.35
Balloon Payment	\$263,000.00
Interest Rate	6.08%
Monthly Payment With GPS	\$23,416.35
Balloon Payment	\$263,000.00
Interest Rate	6.08% on fleet and 8.6% on GPS

* Does not include \$28/month cellular connectivity fee per car (see quote for details)

Request Number:
FTL2024-002



6 Year Lease with and without GPS (6 months on, 6 months off payment schedule)

<u>Please provide the Following</u>	
Monthly Payment Without GPS	\$16,079.37
Balloon Payment	\$239,000.00
Interest Rate	6.36%
Monthly Payment With GPS	\$21,479.37
Balloon Payment	\$239,000.00
Interest Rate	6.36% on fleet and 8.95% on GPS

I certify that the above quotation is exclusive of any federal excise taxes and all other state and local taxes, and includes any applicable permits and fees for installation. I further certify that the items offered for intended use by the City of Fort Lupton will meet all specifications as has so indicated in this bid form. The Council of the City of Fort Lupton reserves the right to reject any or all bids, to waive any informality in bids, and to accept the bid that, in the opinion of the Council, is to the best interests of the Council and of the City of Fort Lupton. The Council of the City of Fort Lupton shall give preference to residents of Fort Lupton bidders in all cases where the bids are competitive in price and quality.

FIRM Masek Rocky Mountain Golf Cars BY Jordan Weber 

BUSINESS ADDRESS 5345 Newport St. TITLE District Sales Manager

CITY, STATE, ZIP CODE Commerce City, CO 80022 DATE January 30, 2024

TELEPHONE NO. (303) 489-2187 FAX NO. (303) 952-7403 TAXPAYER I.D.# 45-3684522

DOES YOUR BID MEET OUR SPECIFICATIONS? YES X NO

CITY OF FORT LUPTON IS EXEMPT FROM COLORADO SALES TAXES. CERTIFICATE OF EXEMPTION NO.98-02812-0000. CITY OF FORT LUPTON FAX NUMBER IS #303-857-609

CITY OF FORT LUPTON

Proposal

City of Fort Lupton

February 2, 2024

Cash Purchase

✓	YEAR	MODEL	PAYMENT TERM	QTY	UNIT PRICE	UNIT TOTAL
	2024	RXV Gas	Net 30	80	\$6,115.46	\$489,236.80
	2024	Hauler 1200 Gas	Net 30	3	\$10,756.84	\$32,270.52
	2024	Refresher Oasis	Net 30	2	\$18,764.62	\$37,529.24
	2024	Hauler 1200 Gas	Net 30	1	\$13,456.84	\$13,456.84
	2024	Pace 7EX (60 Mo)	Net 30	80	\$1,919.00	\$153,520.00
					TOTAL UNIT AMOUNT	\$726,013.40

CAPITAL LEASE

✓	YEAR	MODEL	QTY	TERM + Balloon	CAR/MONTH	TOTAL MONTHLY PRICE
	2024	RXV Gas	80	60 Month + \$1.00	\$248.30	\$19,864.00
	2024	Hauler 1200 Gas	3	60 Month + \$1.00	\$442.86	\$1,328.58
	2024	Refresher Oasis	2	60 Month + \$1.00	\$768.03	\$1,536.06
	2024	Hauler 1200 Gas	1	60 Month + \$1.00	\$552.50	\$552.50
	2024	Pace 7EX (60 Mo)	80	60 Month + \$1.00	\$77.90	\$6,232.00
					MONTHLY AMOUNT	\$29,513.14

CAPITAL LEASE 2

✓	YEAR	MODEL	QTY	TERM + Balloon	CAR/MONTH	TOTAL MONTHLY PRICE
	2024	RXV Gas	80	72 Month + \$1.00	\$215.62	\$17,249.60
	2024	Hauler 1200 Gas	3	72 Month + \$1.00	\$384.56	\$1,153.68
	2024	Refresher Oasis	2	72 Month + \$1.00	\$666.92	\$1,333.84
	2024	Hauler 1200 Gas	1	72 Month + \$1.00	\$479.77	\$479.77
	2024	Pace 7EX (60 Mo)	80	72 Month + \$1.00	\$67.65	\$5,412.00
					MONTHLY AMOUNT	\$25,628.89

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
	Net 30 cash & lease options 6 on 6 off (May - Oct)	See Special Consideration Section of Proposal	30 days after delivery

SPECIAL CONSIDERATIONS

Delivery date subject to timely acceptance of proposal. As of January 2024 E-Z-GO / Cushman have capacity to build vehicles in April 2024. Prior to issuing PO the city should check production capacity with Territory Sales Manager Steve Kurilich 303-917-7266 to verify expected delivery date. For PACE / GPS cash option, after lease term cost is \$18 per month per cart



Proposal

City of Fort Lupton

February 2, 2024

Based on the structure of the above proposed deal, the following documentation will be required for all deals, to establish creditworthiness:

LEASED NEEDS:

- Signed Credit Application
- Last Two Full years of Audited Financial Statements (Income Statement, Balance Sheet)
- YTD Financial Statements (Income Statement, Balance Sheet)

CASH PURCHASE NEEDS:

- Bank Letter (Proof of Funds at 90 days prior to delivery) OR Financials (Income Statement, Balance Sheet) to establish a Credit Limit with E-Z-GO.

While it's our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of E-Z-GO. Final interest rates, trade values, and pricing will be determined 90 days prior to delivery.

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 30 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 30 days prior to production date.

City of Fort Lupton

E-Z-GO

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____

Date: _____

Date: _____





SUBJECT FOR DISCUSSION

Approving a Resolution Establishing Guidelines for the Dedication of Memorials on City Property

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Fort Lupton recognizes the importance of dedications of memorials and desires to establish guidelines for the adoption of memorials. Memorials named for individuals may continue a lasting honor that reflects the honored person's positive impact on the community. The establishment of guidelines will allow the City to carefully consider and fairly assess each proposal.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Approve the Guidelines
2. Deny the guidelines and seek further information from staff.

STAFF RECOMMENDATIONS

Staff seeks approval of the Resolution establishing guidelines.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2024Rxxx

ESTABLISHING GUIDELINES FOR THE DEDICATION OF MEMORIALS ON CITY PROPERTY

WHEREAS, the City of Fort Lupton recognizes the importance of dedications of memorials and desires to establish guidelines for the adoption of memorials

WHEREAS, the City desires that memorials named for individuals may continue a lasting honor that reflects the honored person's positive impact on the community;

WHEREAS, the City desires to establish guidelines for placement of memorials on City property and to carefully consider and fairly assess each proposal.

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

Section 1. The City Administrator will select one or more of the established Advisory Committees (the "Committee") to review, evaluate, and make recommendations regarding the naming of memorials.

Section 2. The City hereby adopts the Memorial Naming Policy:

1. Memorials refers to a structure, monument, bench or plaque that memorializes a person, a group, or event.
2. All memorials will be funded through grants, donations, the applicant or other funding sources.
3. Donations and gifts in memory of an individual or commemoration of a historic event may be considered by the Committee.

Section 3. Application Process

Applications for consideration of memorials will be processed as follows:

1. An application and a letter of interest from an individual, or a public or private organization, with evidence of broad community support, submitted to the City Administrator for referral to the Advisory Committee(s).
2. The Committee will review the application for completeness, discuss and make a recommendation to the City Administrator. The Committee may seek comment from any pertinent stake holders in making its recommendation.
3. The City Administrator will make a determination based on the recommendation.

4. If the City Administrator is unable to make a final decision, such matter may be placed on the City Council agenda for consideration of receipt of the recommendation from the Committee. The City Council shall thereafter vote to approve, deny, or continue for additional information the request for the proposed memorial.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 20TH DAY OF FEBRUARY 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Adopting a Resolution Accepting an Annexation Petition and Initiating Annexation Proceedings for an Annexation known as the Ewing Annexation Submitted by Lewicki and Associates as the Representative for Tricycle Lane Texas LLC and Setting the Public Hearing for April 16, 2024.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Lewicki and Associates as the representative for Tricycle Lane Texas LLC (the “Applicants”) has submitted an annexation petition to initiate annexation proceedings for two parcels of land. The parcels are located west and adjacent to Highway 85 and approximately 0.50 miles north from County Road 14.5 (Parcel Nos. 130930000007 & 130930000039). This proposed annexation, known as the Ewing Annexation, consists of a total of 155.92 acres, more or less. The resolution is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. Approval of the resolution does not constitute approval of the annexation request. Approval of the resolution simply means that there is an interest in considering the annexation, with the final decision to be made by City Council at a public hearing on April 16, 2024.

The initiating resolution is the first step in the annexation process and is to accept the annexation petition and initiate the two-month (60 day) review process that involves staff, referral agencies, Planning Commission and City Council. The resolution also sets the public hearing date to consider the annexation. If Council adopts the resolution to accept the petition, the petitioners will move on to the next step, which is the review of the proposed annexation, initial zoning, and submitted application documents by the Development Review Team (DRT). Step three is a review and public hearing on March 28, 2024 by the Planning Commission who will provide Council with a recommendation. City Council is then required to act upon the request by ordinance at the public hearing, which is proposed to be set for April 16, 2024, which is the final step in the process.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

State law and the Fort Lupton Municipal Code require the City Council to set a hearing date for the annexation request (Municipal Code Chapter 15). The Council hearing date must not be less than 30 days nor more than 60 days from the date of the resolution of substantial compliance, unless stipulated by the applicant. The proposed City Council public hearing date of April 16, 2024 complies with this requirement.

According to State annexation law, if the City Council finds the annexation petition and the annexation map in substantial conformance with Section 31-12-107 C.R.S. a resolution may be adopted to initiate annexation proceedings. Section 31-12-107 outlines the requirements for a proper annexation petition and the supporting annexation map. It is the opinion of staff that the petition and annexation map meet the requirements of Section 31-12-107 C.R.S. A finding of substantial conformance does not imply that Council agrees that the property should be annexed; however, a finding that the petition and map do not conform

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

to the requirements is effectively a denial. Staff believes that the petition and annexation map are in substantial conformance with such requirements.

ALTERNATIVES/OPTIONS

The City Council has the following three options:

- a) Approve the resolution accepting the annexation petition and initiating the annexation proceedings; or
- b) Reject the annexation petition at which time the annexation request will not move forward; or
- c) Delay action on the resolution to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approval of the Resolution accepting the annexation petition and initiating annexation proceedings for the Ewing Annexation and set the public hearing for April 16, 2024.

Attachments:

- a. Proposed Resolution
- b. Land Use Application
- c. Annexation Petition
- d. Annexation Map

RESOLUTION NO. 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS THE EWING ANNEXATION AND SETTING THE PUBLIC HEARING FOR APRIL 16, 2024

WHEREAS, the Fort Lupton City Council has reviewed the annexation petition submitted by Tricycle Lane Texas LLC for 155.92 acres, more or less, and known as the Ewing Annexation; and

WHEREAS, the Fort Lupton City Council finds the annexation petition to be complete and in substantial conformance with the requirements of C.R.S. 31-12-107 (1) as amended.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves this Resolution initiating annexation proceedings for the Ewing Annexation and sets the hearing date for April 16, 2024, to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 20th DAY OF FEBRUARY 2024.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Land Use Application Form

A. CONTACT INFORMATION

- 1) Property Owner Name: TRICYCLE LANE TEXAS LLC
Company: TRICYCLE LANE TEXAS LLC
Phone: _____ Email: _____
Address: 10100 DALLAS ST HENDERSON, CO 80640-8491
Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐
- 2) Representative Name: Ben Langenfeld
Company: Lewicki and Associates
Phone: 720-842-5321, ex. 1 Email: benl@lewicki.biz
Address: 3375 W Powers Circle, Littleton, CO 80123
Preferred method of contact? Email: ☒ Phone: ☐ Mail: ☐
- 3) Billing Contact (where invoices should be directed to): Devon Glosser
Company: BURNCO Colorado LLC
Phone: 720-682-1124 Email: devon.glosser@burnco.com
Address: 10100 DALLAS ST HENDERSON, CO 80640

B. SITE DESCRIPTION

Site Address: 7501 HIGHWAY 85
Parcel Number: 13093000039, 13093000007
Existing Zone Classification: N/A Proposed Zone Classification: AG
Water Type: N/A Sewage Type: N/A

C. APPLICATION TYPE (CHECK ALL THAT APPLY)

Administrative Plat

- ☐ Lot Consolidation
- ☐ Lot Line Adjustment
- ☐ Lot Split
- ☐ Minor Subdivision
- ☐ Plat Correction

Subdivision

- ☐ Concept Plan
- ☐ Preliminary Plat
- ☐ Final Plat

Planned Development

- ☐ New Planned Development
- ☐ Major Amendment to PUD
- ☐ Minor Amendment to PUD

Site Plan

- ☐ Administrative Site Plan
- ☐ Site Plan

Special Use Permit

- ☐ Daycare
- ☐ General

☒ Annexation & Initial Zoning

- ☐ Appeal
- ☐ Change of Zone
- ☐ Comprehensive Plan Amendment
- ☐ Vacation of ROW or Easement
- ☐ Variance
- ☐ Vested Property Rights
- ☐ Other

D. PROJECT DESCRIPTIONProject Name: Ewing Gravel Pit

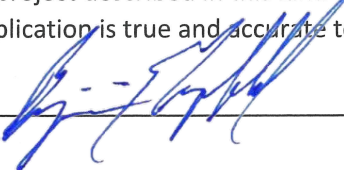
Please provide a short description of the proposed project in the space provided below:

Development of a sand and gravel pit and water storage reservoirs.Production of construction materials such as rock, sand, concrete, and asphalt.**E. REQUIRED DOCUMENTS**

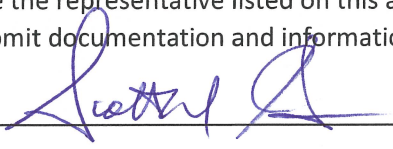
For an application to be considered complete, and for planning staff to begin review and schedule any applicable public hearings, this Land Use Application Form must be fully completed and all required attachments included. Planning staff will review the application for completeness and will provide notice to the representative and/or owner whether the application has been deemed complete.

F. CERTIFICATIONS**Representative Certification**

By signing this application, I attest that I am acting with the knowledge and consent of all owners of the property that is the subject of this application, and that I have been designated to act as the representative for the project described in this land use application. I further certify that all information submitted with this application is true and accurate to the best of my knowledge.

Representative:  Date: 01/26/24**Owner Certification**

I hereby certify that I am the legal owner of record of the property that is the subject of this application. I authorize the representative listed on this application, if any, to communicate directly with City officials and to submit documentation and information regarding this application on my behalf.

Owner:  Date: Dec. 19, 2023

For Office Use Only

Received Date: _____

If the application is not complete, state reasons why it is incomplete:

Deemed Complete Date: _____

Fees Submitted: _____ Escrow Submitted: _____

Instructions for Submitting the Land Use Application Form

DEFINITIONS

Words in the singular include the plural and words in the plural include the singular.

Application refers to the official submittal to the City of Fort Lupton's Planning Department for review of the proposed land use development identified in the land use application form. The application includes the form, all materials submitted for review of the project, including those documents required under the Land Use Regulations of the Municipal Code, and any additional information provided.

Project refers to the land use development identified on the land use application form and application materials.

Property refers to the land that is being proposed for development as described in the land use application form and application materials.

A. CONTACT INFORMATION

- 1) Provide contact information for all owners of any property that is the subject of the application. If the contact information for all property owners will not fit on the space provided, submit a separate sheet for the additional owners.
- 2) Provide contact information for all persons, firms or businesses that are authorized by the owners identified in Section A(1) to work on the land use application, including, but not limited to, discussing the project, submitting application materials, and attending meeting and hearings. If the contact information for all representatives will not fit on the space provided, submit a separate sheet for the additional representatives.
- 3) Provide contact and mailing information for the person that should receive all invoices for the project. If this person changes at any time, contact the Planning Department immediately to update this information.

B. SITE DESCRIPTION

Provide all information requested. Parcel numbers and address information may be found at the Weld County Property Portal at <https://www.co.weld.co.us/maps1/propertyportal/>. Current zoning can be found at <https://www.fortluptonco.gov/405/Zoning>.

C. APPLICATION TYPE

Select the land use application that is applicable to the project. If there are multiple land use application types being submitted to run concurrently, select all that apply. The land use application types will be identified during the required pre-application meeting. If you have any questions about this, please contact the Planning Department at 303.857.6694 or planningdept@fortluptonco.gov.

D. PROJECT DESCRIPTION

Please select a project name that will be referenced throughout the project and a description of what the project entails. If you need more space for the project description, please attach a separate sheet.

E. REQUIRED DOCUMENTS

Required documents will be discussed during the pre-application meeting with the Planning Department. If any documents are missing, the acceptance of the application may be delayed until the submittal is complete.

F. CERTIFICATIONS

Representative Certification. Provide the signature of all authorized representatives in this section.

Owner Certification. Provide the signature of all owners of properties included in the application in this section.

For any other questions, please contact the Planning Department at 303.857.6694 or planningdept@fortluptonco.gov.

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

We, the undersigned landowners, in accordance with Colorado law, hereby petition the City of Fort Lupton and its City Council for annexation to the City of Fort Lupton of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Weld and the State of Colorado, and to be known as the Ewing Annexation to the City of Fort Lupton.

As part of this petition, your petitioners further state to the City Council that:

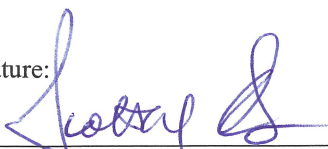
1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton.
 - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way.
 - ii. Comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - f. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality.
 - g. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - h. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - i. The territory to be annexed is 155.92 acres, more or less, in total area.

- j. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.
 - k. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - l. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
4. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.
5. The zoning classification requested for the area proposed to be annexed is ___'A' Agriculture___, as shown on the annexation map attached hereto and incorporated herein.
6. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation. The parties shall work together in good faith to negotiate and execute a final version of the Annexation Agreement. If the parties cannot mutually agree upon the form of such agreement, Petitioner may, in its sole discretion, withdraw this Petition without any penalty or prejudice at any time.
7. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion **at such time that municipal water is necessary to serve current or future development on the property.** At such time, the Owner shall complete a water study at the Owner's expense as requested by the City or applicable water provider(s). Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and

special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

8. The non-refundable annexation application fee of \$2500 is tendered herewith.

THEREFORE, the undersigned respectfully petition(s) the City Council of the City of Fort Lupton, to annex the territory described and referred to in Exhibit A to the City of Fort Lupton in accordance with and pursuant to the statutes of the State of Colorado.

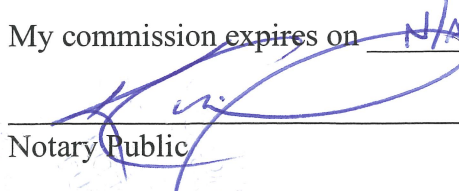
1	Land Owner Name: TRICYCLE LANE TEXAS, LLC Signature: 	Mailing Address (street, city, state, ZIP): 10100 DALLAS STREET, HENDERSON, CO 80640-8491 Date of signing: February 15, 2024
2	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
3	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP): Date of signing:
4	Land Owner Name: Signature:	Mailing Address (street, city, state, ZIP Code): Date of signing:

(Additional sheets may be attached if necessary.)

The foregoing signature(s) was/were subscribed and sworn to before me this 15th day of FEBRUARY, 2024, by Scott M. Burns as Manager of Tricycle Lane Texas, LLC

Witness my hand and official seal.

My commission expires on N/A.


Notary Public

Kyle Cadieux

A Notary Public in and for the
Province of Alberta

Exhibit A

[Exhibit A to the Annexation Petition should exclude public right of way. If necessary, attach separate sheet(s).]

Land Owned by Land Owner 1:

A PLAT OF A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M.,

EXCEPT THE TRACT OF LAND CONVEYED IN QUIT CLAIM DEED RECORDED MARCH 13, 1967 UNDER RECEPTION NO. 1501076, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY COLORADO, DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SE1/4; THENCE NORTH ALONG THE EAST LINE OF SAID SE1/4, A DISTANCE OF 1082.00 FEET; THENCE S60°45'W, A DISTANCE OF 135.41 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF U.S. HIGHWAY NO. 85, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S58° 45'W, A DISTANCE OF 211.18 FEET; THENCE S55°03'W A DISTANCE OF 454.35 FEET; THENCE NORTH 89°19'30"W, A DISTANCE OF 405.42 FEET TO A POINT ON THE CENTERLINE OF THE PLATTEVILLE DITCH; THENCE ALONG SAID CENTERLINE BY THE FOLLOWING COURSES AND DISTANCES;

S32°57'W, 57.98 FEET;

S46°21'W, 200.00 FEET;

S59°36'W, 115.00 FEET;

S84°25'45"W, 145.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.62 FEET (THE RADIUS OF SAID CURVE IS 48.64 FEET AND THE DELTA IS 85°32'45");

THENCE S01 ° 07'E, 304.28 FEET;

S49°40'30"E, 65.07 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF THE SE1/4 SECTION 30; THENCE N89° 51'E ALONG SAID SOUTH LINE, A DISTANCE OF 1366.39 FEET TO A POINT ON THE WESTERLY R.O.W. OF U.S. HIGHWAY NO. 85; THENCE NORTH ALONG SAID R.O.W. LINE, A DISTANCE OF 1015.84 FEET TO THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPTING A TRACT OF LAND SITUATED IN SE1/4 OF SAID SECTION 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4; THENCE DUE EAST 720 FEET; THENCE NORTH 66° 24' WEST 810 FEET; THENCE SOUTH 320 FEET TO THE PLACE OF BEGINNING;

AND ALSO EXCEPTING A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF THE SE 1/4 FROM WHICH POINT THE NORTHEAST CORNER OF SECTION 30 BEARS NORTH 2°26' EAST, A DISTANCE OF 2640.6 FEET; THENCE SOUTH 0°05' EAST, 1619.0 FEET TO A POINT ON THE SOUTH PROPERTY LINE; THENCE NORTH 60° 40' EAST, A DISTANCE OF 137.5 FEET TO A POINT ON THE EAST LINE OF SECTION 30; THENCE ALONG THE EAST LINE OF SECTION 30, NORTH 0°05' WEST, A DISTANCE OF 1551.8 FEET TO THE

NORTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 30; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 SOUTH 89°55'30" WEST, A DISTANCE OF 120.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING,
AND ALSO EXCEPTING THAT TRACT OF LAND CONVEYED BY WARRANTY DEED RECORDED JULY 11, 2001 UNDER RECEPTION NO. 2865029, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP TWO NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP 2 NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION THIRTY BEARS S00° 20'40"W, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION THIRTY, N89° 43'26"E A DISTANCE OF 385.26 FEET; THENCE SOUTH 59°17'18"W A DISTANCE OF 180.22 FEET; THENCE S54° 56'22"W A DISTANCE OF 94.45 FEET; THENCE S63 34'06W A DISTANCE OF 172.35 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE ALONG SAID WEST LINE N00° 20'40"E A DISTANCE OF 221.16 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THAT PARCEL CONVEYED TO THE STATE HIGHWAY COMMISSION OF COLORADO IN DEED RECORDED FEBRUARY 3, 1964 UNDER RECEPTION NO. 1428041, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND LOCATED IN THE SOUTHWEST (SW 1/4) OF SECTION THIRTY (30), TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 350 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 69° WEST 416 FEET; THENCE SOUTH 28° 45' WEST 550 FEET; THENCE SOUTH 11° WEST 992 FEET; THENCE SOUTH 66° 24' EAST 920 FEET; THENCE DUE NORTH 1970 FEET TO THE PLACE OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

AFFIDAVIT OF CIRCULATOR

TC ✓ PROVINCE OF ALBERTA
✓ ~~STATE OF COLORADO~~)
)ss.
TC ✓ ~~COUNTY OF WELD~~)
CITY OF CALGARY

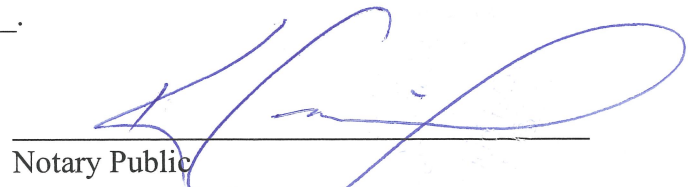
TRAVIS COATES, being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.


(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 15th day of FEBRUARY, 2024, by TRAVIS COATES.

Witness my hand and official seal.

My commission expires on N/A.


Notary Public
Kyle Cadieux
A Notary Public in and for the
Province of Alberta

EWING ANNEXATION MAP

A part of the South Half of Section 30
Township 2 North, Range 66 West of the 6th Principal Meridian
County of Weld, State of Colorado

DESCRIPTION:

A part of the South Half of Section 30, Township 2 North, Range 66 West of the 6th Principal Meridian, County of Weld, State of Colorado, more particularly described as follows:

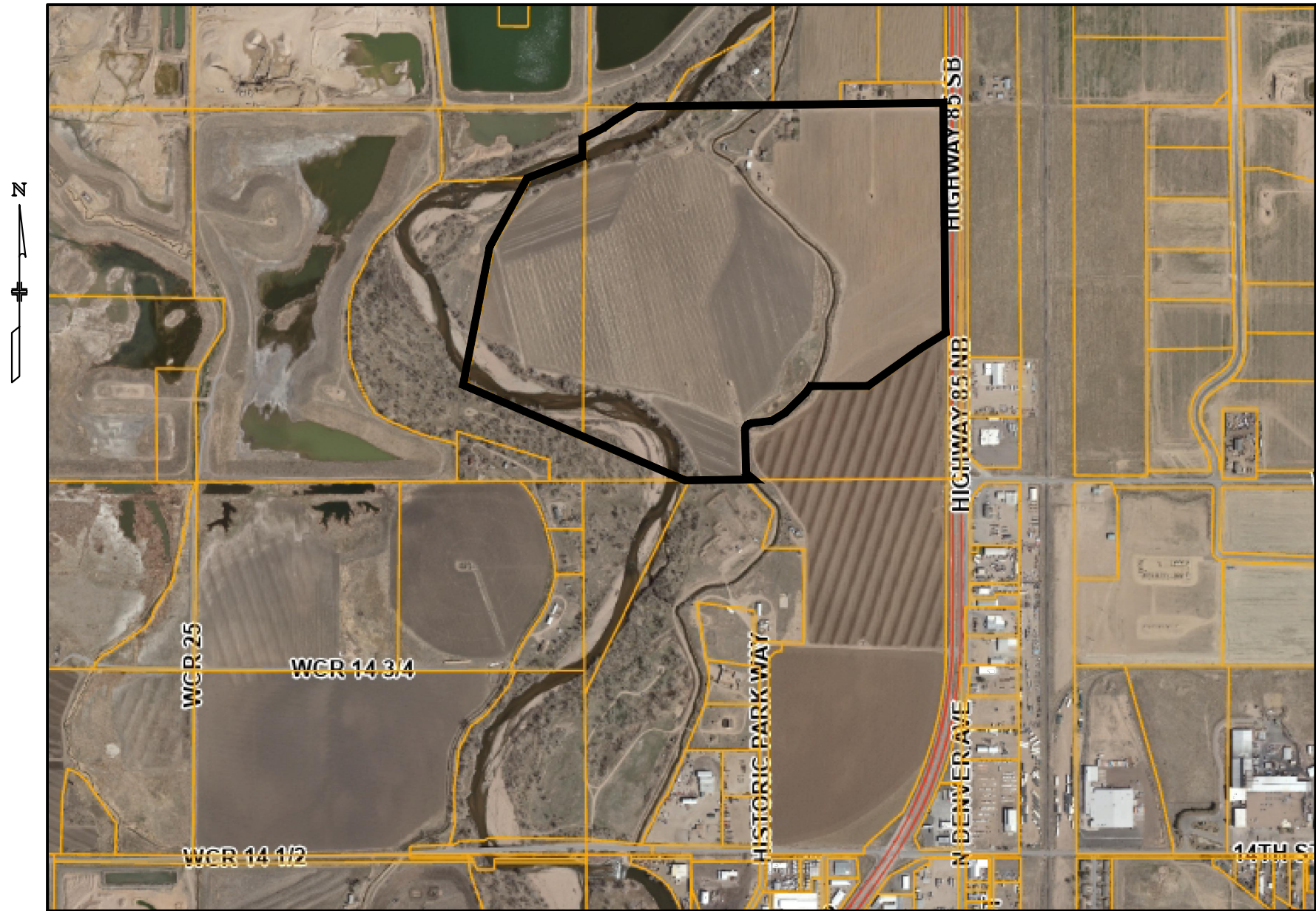
Beginning at a point on the North line of the Southeast Quarter of said Section 30, whence the Center Quarter corner thereof bears S89°18'36"W, a distance of 385.20 feet with all bearings contained herein relative thereto; thence along said North line N89°18'36"E, a distance of 2,155.68 feet to the West line of State Highway No. 85 ; thence along said line S00°33'45"E, a distance of 1,621.38 feet; thence departing said line S58°17'41"W, a distance of 207.66 feet; thence S54°32'32"W, a distance of 454.35 feet; thence N89°56'38"W, a distance of 405.32 feet; thence S32°38'07"W, a distance of 58.11 feet; thence S45°50'31"W, a distance of 199.99 feet; thence S59°02'29"W, a distance of 114.65 feet; thence S83°51'44"W, a distance of 144.55 feet to a point of curvature; thence along the arc of a curve to the left 72.62 feet, having a radius of 48.64 feet and a central angle of 85°32'45"; thence S01°41'01"E, a distance of 302.49 feet; thence S50°00'59"E, a distance of 68.91 feet to the South line of said Southeast Quarter of Section 30; thence along said line S89°17'40"W, a distance of 482.76 feet; thence departing said line N66°44'01"W, a distance of 1,701.34 feet; thence N10°55'47"E, a distance of 992.00 feet; thence N28°40'47"E, a distance of 550.00 feet; thence N68°55'47"E, a distance of 416.00 feet to the West line of said Southeast Quarter of Section 30 ; thence along said line N00°05'52"W, a distance of 128.84 feet; thence departing said line N63°09'23"E, a distance of 172.35 feet; thence N54°31'39"E, a distance of 94.45 feet; thence N58°52'35"E, a distance of 180.15 feet to the POINT OF BEGINNING.

Containing 155.92 acres, more or less.

CONTIGUITY:

The above described land is contiguous to the City of Fort Lupton and meets the requirements set forth in Colorado Revised Statutes 1973, 31-12-104-(1) (a) that one-sixth or more of the perimeter to be annexed is contiguous with the annexing municipality.

- Total perimeter of the parcel considered for annexation = 10,524'
- One-sixth of total perimeter required for annexation = 1,754'
- Perimeter contiguous with existing city limits = 8,431', exceeds the 1/6 contiguity required
- Area = 155.92 acres



VICINITY MAP

SCALE 1"=1000'

OWNER CERTIFICATE:

Know All Men By These Presents, that Tricycle Lane Texas LLC, a Limited Liability Company, being the sole owners of the land described herein, have caused said land to be annexed under the name of Ewing Annexation Map.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____day of ___, 202__.

Owner

Signed this ____ day of ___, 202__.

State of Colorado)
County of Weld)SS

The foregoing instrument was acknowledged before me this ____ day of ___, 202__.

Witness hand and official seal

My commission expires _____

Notary Public

PLANNING COMMISSION RECOMMENDATION:

This is to certify that the annexation map of the property described herein was recommended to the Fort Lupton City Council via Resolution No. _____.

Recommended this ____day of ___, 202__.

Chairperson, Fort Lupton
Planning Commission

MAYOR'S CERTIFICATE:

This is to certify that the annexation map of the property described herein was approved by Ordinance No. _____ of the City of Fort Lupton passed and adopted on the ____day of ____A.D., 202__ and that the Mayor and the City of Fort Lupton, as authorized by Ordinance No. _____ on behalf of the City of Fort Lupton, hereby acknowledges and adopts the said annexation map upon which this certificate is endorsed for all purposes indicated thereon.

Approved this ____day of ___, 202__.

Attest: City Clerk

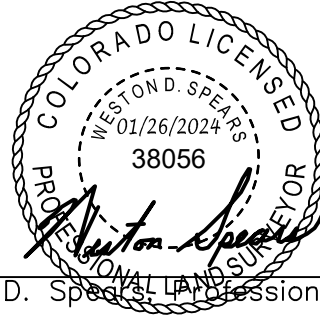
Mayor

APPLICANT:

Tricycle Lane Texas LLC
10100 Dallas St
Henderson, CO 80640-8491
(970)356-7523

SURVEYOR'S CERTIFICATION:

I, Weston D. Spears, a Professional Land Surveyor registered in the State of Colorado, hereby certify that this annexation map was made in accordance with applicable standards of practice, was prepared under my responsible and is accurate to the best of my professional knowledge, information and belief. This is not a guaranty or warranty, either expressed or implied.



Weston D. Spears, Professional Land Surveyor
Colorado P.L.S. No. 38056
for and on behalf of Weston Surveying



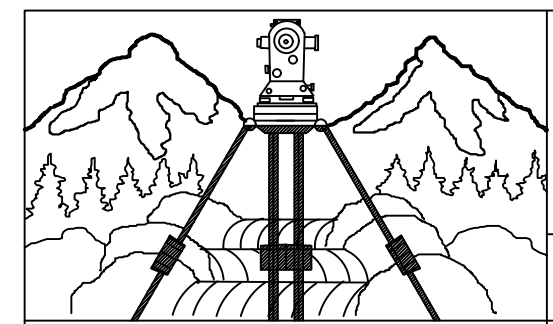
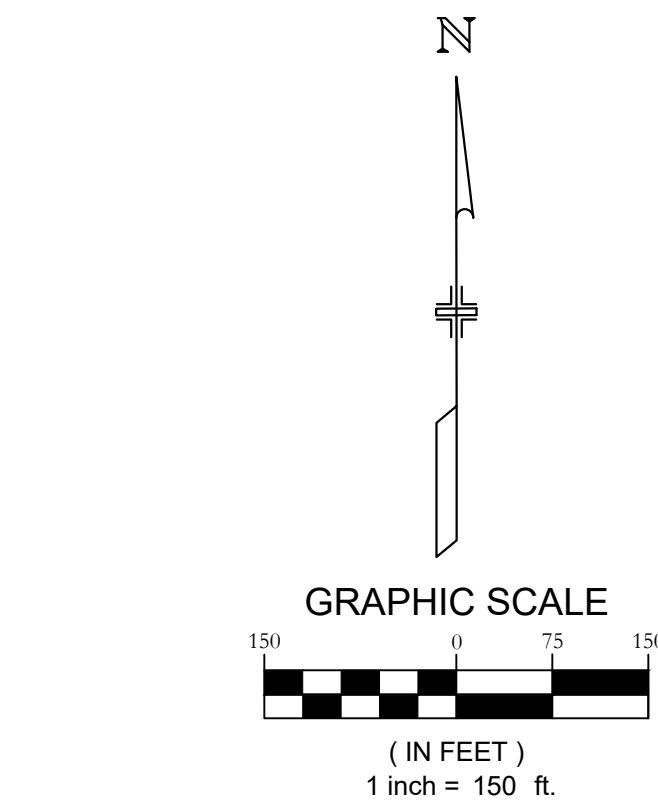
Clear Creek Surveying
P.O. Box 3184, Idaho Springs, CO 80452
(303) 567-4755

Ewing Annexation Map
Parcels of land located in the
South Half of Section 30,
Township 2 North, Range 66 West of the 6th P.M.
County of Weld, State of Colorado

Client: Tricycle Lane Texas LLC

S30, T2N, R66W of the 6th P.M.	Sheet No.	No. of Sheets
Project No. 22-82	1	2

A part of the South Half of Section 30
Township 2 North, Range 66 West of the 6th Principal Meridian
County of Weld, State of Colorado



Client: Tricycle Lane Texas LLC

S30, T2N, R66W of the 6th P.M.	Sheet No.	No. of Sheets
Project No. 22-82	2	2



SUBJECT FOR DISCUSSION

Approve the Mayor to Sign the Kerr-McGee Geophysical Operations Permit Agreement to Allow Kerr-McGee to Conduct a Geophysical Operation for a Vertical Seismic Profile Survey on City Property (Gun Club Parcel).

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Kerr-McGee Oil & Gas Onshore LP (KMOG) is requesting access to City property located north of Highway 52 and west of Gun Club Road for purposes of conducting a geophysical operation for a vertical seismic profile survey. KMOG is offering consideration of Ten Dollars (\$10.00) per acre. The City property is 155.95 acres in area, which would result in a payment to the City of \$1,559.50 at the signing of the agreement.

The agreement includes:

“Kerr-McGee shall indemnify, release and hold harmless Owner from and against any and all liability, loss, damage, claims, demands, costs and expenses which may result from injury to or death of persons, or damage to or loss or destruction of property, which in any way whatever is due to, or arises because of KM negligent acts or omissions and breaches of this permit while present on, occupying or using the lands.

City must provide KMOG written notice of claim within 180 days from occurrence or 60 days after completion of operations.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the agreement
- B. Reject agreement.
- C. Delay action on the agreement to gather more information.

STAFF RECOMMENDATIONS

City staff recommends approval of the Geophysical Operations Permit Agreement with Kerr McGee.

- Attachments:**
- a. Geophysical Operations Permit Agreement
 - b. Oxy Paragon Geo Survey presentation

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Permit#: LN1043
Prospect: Lampoon 4D VSP

GEOPHYSICAL OPERATIONS PERMIT

Kerr-McGee Oil & Gas Onshore LP, a Delaware limited partnership, having an address of 1099 18th Street, Suite 700, Denver, Colorado 80202, its contractors, subcontractors, successors and assigns (collectively, "**KMOG**"), hereby requests your permission to conduct geophysical operations, including but not limited to a vertical seismic profile survey, including the right of ingress and egress for such purposes, as well as the right to test and analyze subsurface regions as may be necessary (the "**Geophysical Operations**"), across portions of your land located in Weld County, Colorado as outlined on the attached **Exhibit A** (the "**Lands**"). This Geophysical Operations Permit (this "**Permit**") shall also include and cover any mineral interests you may own within the boundaries of the vertical seismic profile survey, as outlined on the attached **Exhibit B**.

For and in consideration of the sum of Ten Dollars (\$10.00) per acre for your portion of the Lands, to be paid following your signing of this Permit and prior to the commencement of Geophysical Operations, the parties hereby agree to, and you hereby grant to KMOG the following:

1. KMOG may, from time to time within eighteen (18) calendar months following the date you sign this Permit, enter the surface of any or all of your portion of the Lands, conduct Geophysical Operations, and/or test and analyze such subsurface regions as deemed appropriate.
2. KMOG agrees to provide no less than five (5) days' notice prior to entering such Lands, and you agree so long as KMOG provides no less than forty-eight (48) hours' notice prior to accessing such Lands, you will relocate any equipment, animals, or livestock as may be necessary for KMOG's access; and
3. For twenty-four (24) calendar months following the completion of the Geophysical Operations, KMOG shall have the option to conduct new or repeated Geophysical Operations on all or any part of your portion of the Lands. KMOG shall provide no less than five (5) days' notice should it choose to exercise this option. Should KMOG choose to exercise this option, KMOG will pay you, prior to the commencement of any new or repeated Geophysical Operations, an additional Ten Dollars (\$10.00) per acre for your portion of the Lands to be entered upon and/or accessed for the new or repeated Geophysical Operations.

The consideration described herein shall represent prepaid compensation for ordinary land and road use, damage, wear and tear caused by the Geophysical Operations on the Lands. In the event any other damage to your portion of the Lands occurs as the result of the Geophysical Operations, please provide KMOG written notice of such damage within one hundred eighty (180) days from the date of the occurrence or within sixty (60) days after completion of the Geophysical Operations on your portion of the Lands, whichever is earlier, and include photos, video, and any other relevant documents to evidence such damage.

The Geophysical Operations will be conducted in accordance with standard industry practices and in a prudent and careful manner.

KMOG SHALL INDEMNIFY, RELEASE AND HOLD HARMLESS THE OWNER OF THE LANDS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, CLAIMS, DEMANDS, COSTS AND EXPENSES WHICH MAY RESULT FROM INJURY TO OR DEATH OF PERSONS WHOMSOEVER, OR DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY, WHICH IN ANY WAY WHATEVER IS DUE TO, OR ARISES BECAUSE OF KMOG'S NEGLIGENT

Permit#: LN1043
Prospect: Lampoon 4D VSP

ACTS OR OMISSIONS AND BREACH(ES) OF THIS PERMIT WHILE PRESENT ON, OCCUPYING OR USING THE LANDS PURSUANT TO THE RIGHTS GRANTED HEREIN, EXCEPT TO THE EXTENT THAT SUCH LIABILITY, LOSS, DAMAGE, CLAIM, DEMAND, COST AND EXPENSE ARISES AS A RESULT OF YOUR NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING THE FOREGOING, KMOG SHALL NOT BE LIABLE FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS PERMIT UNLESS YOU PROVIDE KMOG WRITTEN NOTICE OF SUCH CLAIM WITHIN ONE HUNDRED EIGHTY (180) DAYS FROM THE DATE OF THE OCCURRENCE GIVING RISE TO THE CLAIM OR WITHIN SIXTY (60) DAYS AFTER COMPLETION OF THE GEOPHYSICAL OPERATIONS ON YOUR PORTION OF THE LANDS, WHICHEVER IS EARLIER.

By signing below, you represent, warrant, and affirm that:

1. you have full legal authority to grant permission for entry onto your portion of the Lands for the purposes of conducting Geophysical Operations;
2. you hereby grant such permission as set forth in this Permit;
3. the information provided on Exhibit C attached hereto is true and correct to the best of your knowledge;
4. you will provide an executed IRS Form W-9 and you acknowledge and agree that any consideration paid to you may be subject to back-up withholding, per IRS regulations;
5. you do not have any tenants on the Lands, and there are no other parties with any right, title or interest in or to the surface on your portion of the Lands, other than those identified in Exhibit C;
6. you agree (a) to the terms and conditions set forth in this Permit and (b) that nothing herein shall constitute a waiver by KMOG of any of its rights under any lease, joint operating agreement, unit operating agreement, or any other agreement covering your portion of the Lands; and
7. you agree this Permit touches and is for the benefit of the Lands, that the permissions and options granted herein shall constitute a covenant running with the Lands, and shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

This Permit constitutes the entire agreement between the parties hereto with respect to the subject matter herein and supersedes any prior agreements, whether written or oral, with respect to the subject matter hereof. This Permit may not be modified, altered, or waived, except by written amendment executed by the parties hereto.

This Permit may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. An executed copy of this Permit may be delivered to the other party by electronic transmission in .pdf format. The exchange of signed .pdf copies of this Permit via electronic transmission (email) shall be deemed original and effective for all purposes.

(Signature and acceptance page follows.)

Permit#: LN1043
Prospect: Lampoon 4D VSP

AGREED TO AND ACCEPTED THIS ____ day of _____ 2024.

KMOG:
KERR-MCGEE OIL & GAS ONSHORE LP
a Delaware limited partnership

By: _____
Name: Don C. Jobe, III
Title: Attorney-in-Fact

AGREED TO AND ACCEPTED THIS ____ day of _____ 2024.

CITY OF FORT LUPTON :

By: _____

Name: _____

Title: _____

*Signature and acceptance page
to Geophysical Operations Permit/Field Office
Weld County, Colorado*

Permit#: LN1043
Prospect: Lampoon 4D VSP

EXHIBIT A

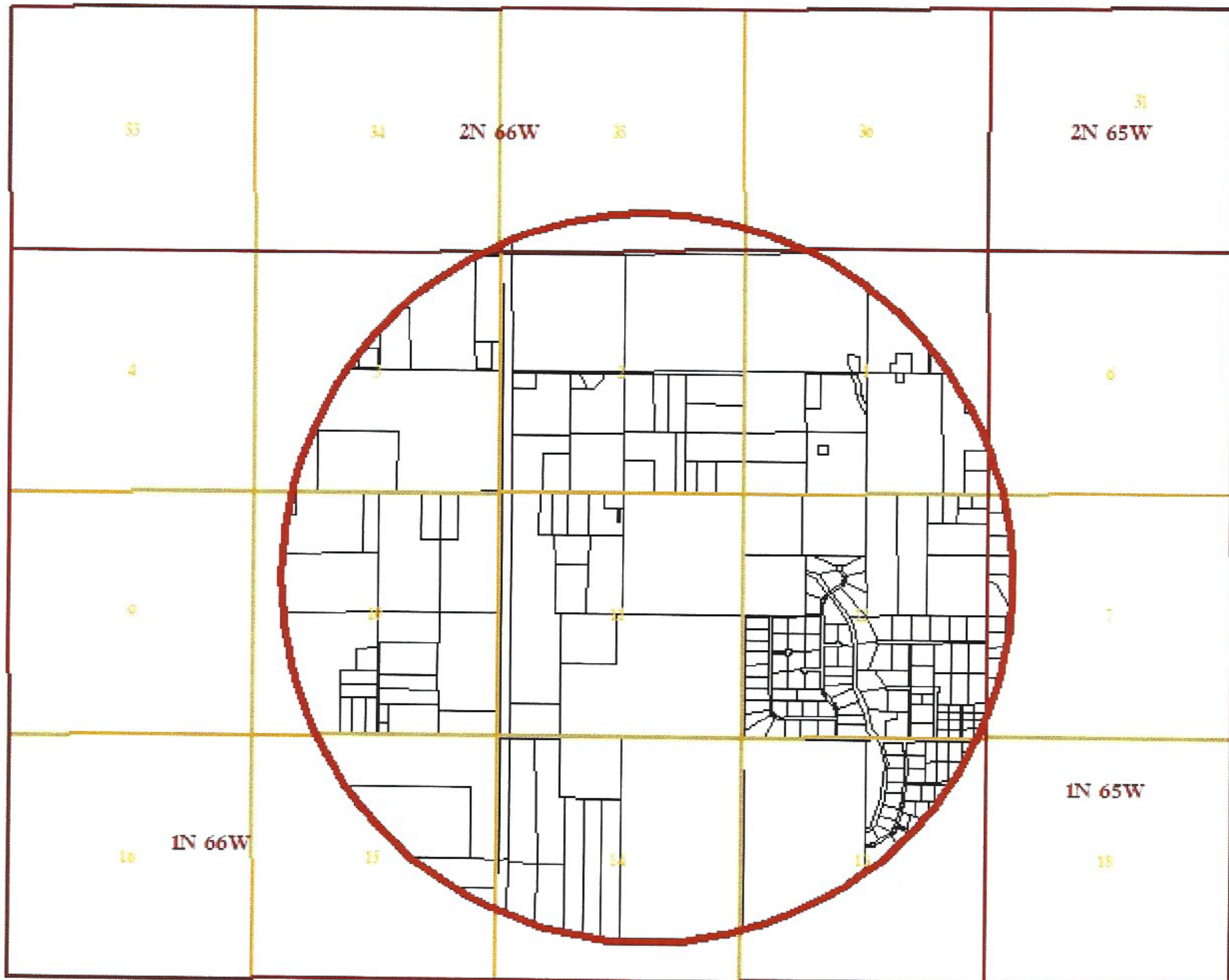
Property Details-The “Lands”

ACCOUNT#:	TRACT ID:	ACRES:	LEGAL DESCRIPTION:
R0369494	LN0053	155.95	S2 T1 R66 15031-B NE4 [155.95 AC]

Total Acres: 155.95

Permit#: LN1043
Prospect: Lampoon 4D VSP

EXHIBIT B



Permit#: LN1043
Prospect: Lampoon 4D VSP

EXHIBIT C

STRUCTURES ON THE LANDS: ☐ -Yes ☐ - No

WATER WELLS: ☐ -Yes ☐ - No

BURIED PIPELINES: ☐ -Yes ☐ - No

LOCKED GATE(S): ☐ -Yes ☐ - No MAY WE INTERLOCK? ☐ -Yes ☐ - No

GROWING CROP(S): ☐ - Corn ☐ - Alfalfa/Hay ☐ - Wheat ☐ - Other:

IRRIGATION TYPE: ☐ -Pivot ☐ -Flood ☐ - Underground ☐ -Corrugated Fields

Direction of Irrigation: ☐ -East/West ☐ -North/South ☐ -Center Pivot

ARE YOU AWARE OF ANY LESSER PRAIRIE CHICKEN LEKS (BREEDING GROUNDS) ON THE LANDS? ☐ -Yes ☐ - No

OTHER WILDLIFE YOU ARE AWARE OF ON THE LANDS:

LIVESTOCK/HORSES: ☐ -Yes ☐ -No

Type: _____

Special instructions for livestock/horses: _____

DANGEROUS/AGGRESSIVE DOGS: ☐ -Yes ☐ -No

Special instructions for dogs or other pets: _____

DESIGNATED ACCESS POINT(S) ONTO PROPERTY: _____

SURFACE TENANT(S) - (FARMING/RANCHING):

NAME: _____

PHONE #: _____

EMAIL: _____

SPECIAL CONDITIONS:

If it becomes necessary for landowner and/or tenant to conduct farming/ranching operations or to use heavy equipment once Geophysical Operations have started and/or recording equipment has been deployed, landowner (and tenant, if any) shall contact Deborah Matthews, Permit Agent for Cougar Land Services LLC (Mobile: 580-716-8007 Email: Debmat0528@aol.com) no less than forty-eight (48) hours in advance of any such farming/ranching operations or heavy equipment use so the parties may reach an amicable solution to ensure no equipment is damaged or Geophysical Operations are disrupted.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

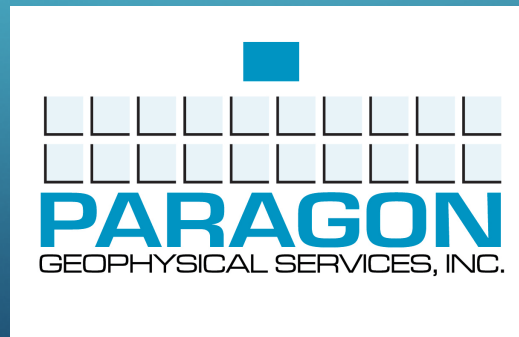
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

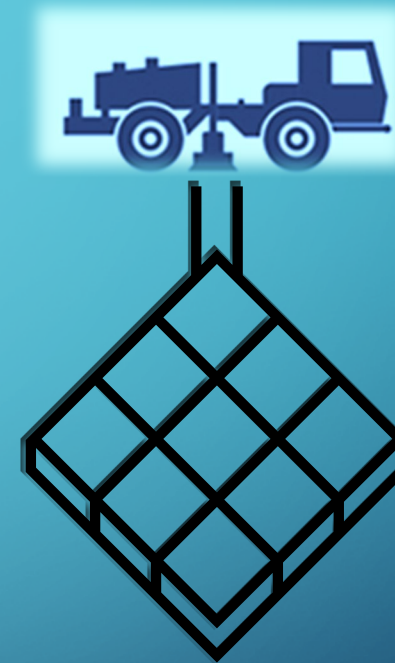
PARAGON GEOPHYSICAL SURVEYING AND BUFFERS

PREPLANNING, AERIAL IMAGERY, HAZARD ACCESS AND BUILDING CULTURE

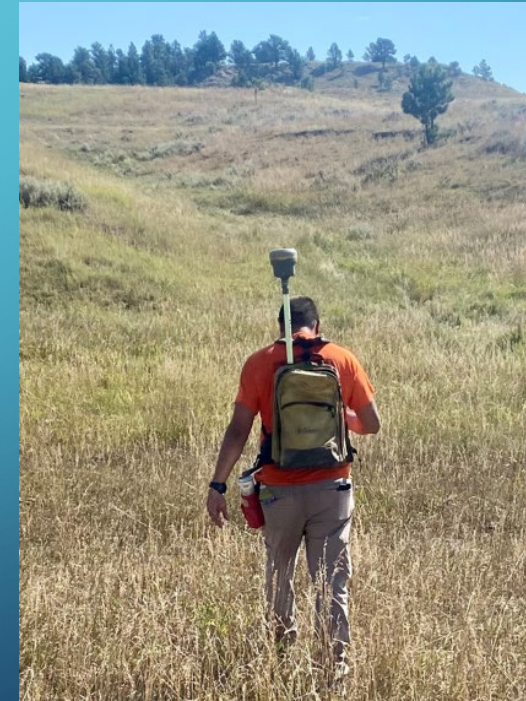


ABOUT PARAGON

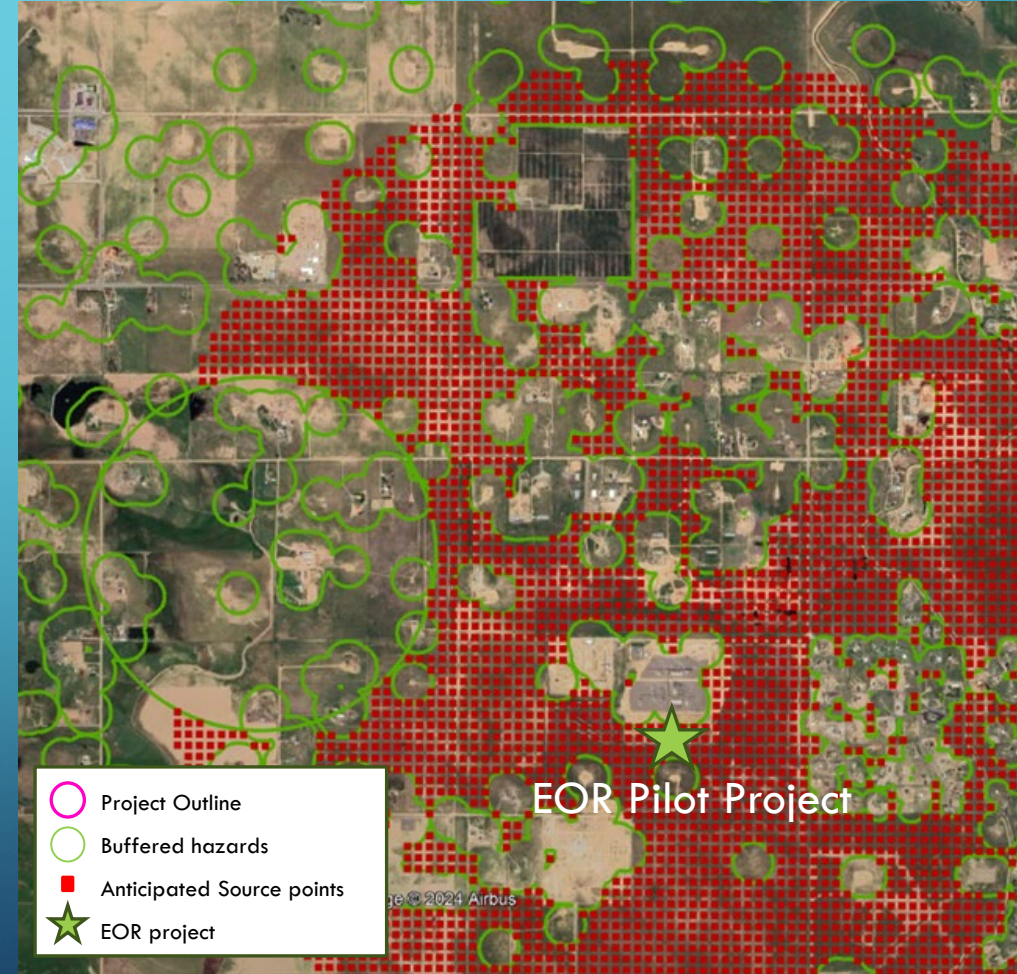
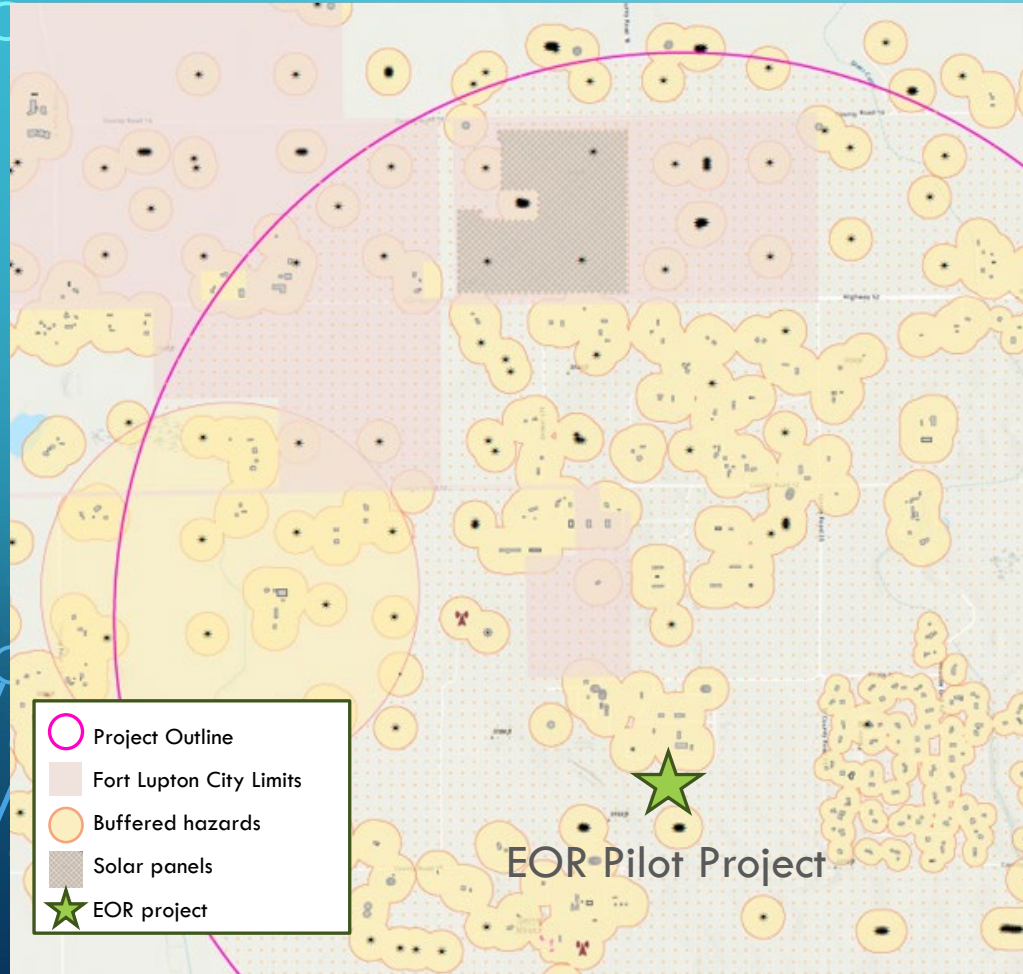
- Company was founded in 1993
(Celebrating 30 Years of Service Excellence)
- Based out of Wichita, KS
 - Completed two projects within Colorado last year
 - Only Seismic Company approved to do acquisition in the last 6 years.



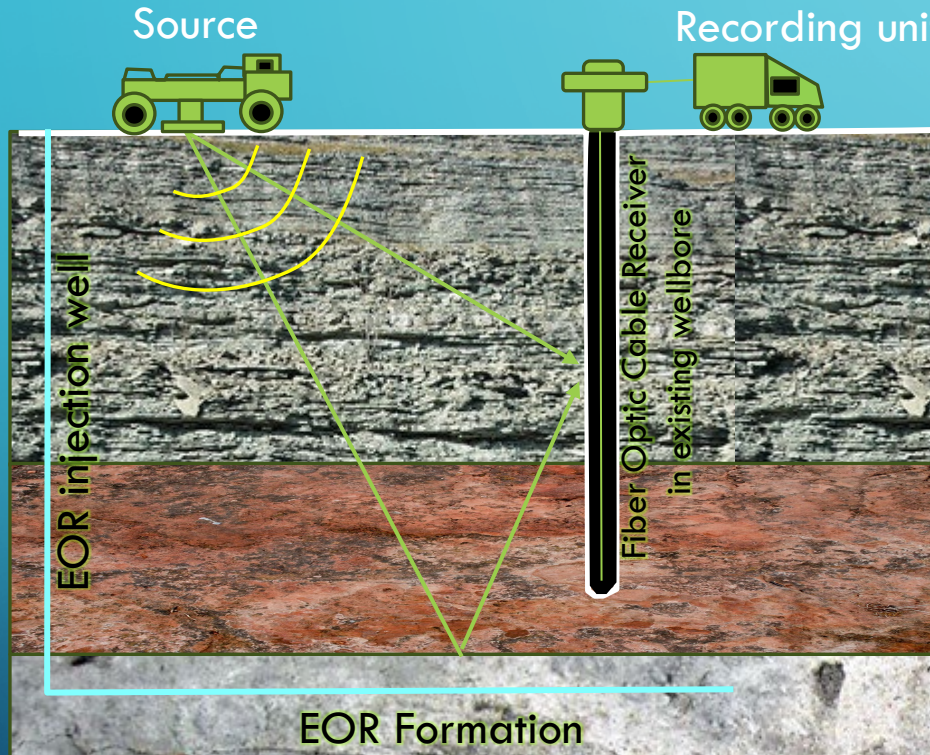
SURVEYORS – IDENTIFYING HAZARDS AND INFRASTRUCTURE, PROMOTING CREW AND SURFACE OWNER SAFETY, ENSURING SAFE BUFFERS



AERIAL STRUCTURE IDENTIFICATION & BUFFERS



Vertical Seismic Profile (VSP) Operations



EXPECTATIONS

- Timeline
 - ~1-2 days in Fort Lupton city limits
 - Two weeks to complete full project in surrounding areas
- Peak Particle Velocity (PPV)
Monitoring – Ground Monitoring

EXPECTED FIELD EQUIPMENT



CONTACT INFORMATION

PARAGON GEOPHYSICAL SERVICES INC.

Aaron Bateman

abatemen@paragongeo.com

316-636-5552 ext 111

COUGAR LAND SERVICES

Deb Mathews

debmat0528@aol.com

580-716-8007





SUBJECT FOR DISCUSSION

The City Council, acting as the Fort Lupton Utility Enterprise Board, Adopting an Ordinance to Revise Sections 13-25 Separate Connections Required (Sewer) and 13-86 Separate Connections Required (Water) of the Fort Lupton Municipal Code

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Under the current code, each building is required to have separate services. The “*nor can two or more buildings on the same premises be served from one service*” is being removed. Master meters provide a simplification of billing to property owners and reduces the number of meters to be maintained by Public Works.

Section 13-25- Separate connections required.

Two (2) or more premises cannot be served from one (1) and the same connection, ~~nor can two (2) or more buildings on the same premises be served from one (1) and the same connection.~~ All properties that require separate sewer service billings shall have their own connection and service line.

Sec. 13-86. - Separate connections required.

Two (2) or more premises cannot be supplied from one (1) connection and the same connection ~~nor can two (2) or more buildings on the same premises be supplied from one (1) and the same connection, unless provided with separate shut-off cocks located at the public street right-of-way line or easement.~~ All properties that require separate water service billings shall have their own connection and service line with shut-off cocks and meter pit located at the public street right-of-way.

Specific requirements for the physical connections are covered through the City’s Design Standards.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the ordinance
- B. Reject the changes
- C. Delay action on the agreement to gather more information.

STAFF RECOMMENDATIONS

City staff recommends approval of the Ordinance to change Sections 13-25 and 13-86 in the municipal code.

Attachments: Ordinance

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO. 2024-xxx

INTRODUCED BY:

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, AMENDING SPECIFIC PROVISIONS 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 it is in 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, COLORADO, AS FOLLOWS:

Section 2: Chapter 13, Article I, Section 13-25 revision to the Fort Lupton Municipal Code is hereby amended as follows:

Sec. 13-25. - Separate connections required.

Two (2) or more premises cannot be served from one (1) and the same connection. All properties that require separate sewer service billings shall have their own connection and service line.

Section 3: Chapter 13, Article IV, Section 13-86 revision to the Fort Lupton Municipal Code is hereby amended as follows:

Sec. 13-86. - Separate connections required.

Two (2) or more premises cannot be supplied from one (1) connection and the same connection. All properties that require separate water service billings shall have their own connection and service line with shut-off cocks and meter pit located at the public street right-of-way.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 20th day of February 2024.

PUBLISHED in the Fort Lupton Press the ____ day of _____ 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED by title only this ____ day of _____ 2024.

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



SUBJECT FOR DISCUSSION

Approve Waiver of Fort Lupton Municipal Code Sections 13-25, Separate Connections Required (Sewer) and 13-86, Separate Connections Required (Water) for the CarMax Site Development.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The CarMax site plan (SPR2023-001) was approved by Resolution 2023R023 on July 5, 2023. The property owner would like serve the site using two (2) master meters for four (4) individual buildings.

Section 13-25- Separate connections required.

Two (2) or more premises cannot be served from one (1) and the same connection, **nor can two (2) or more buildings on the same premises be served from one (1) and the same connection.** All properties that require separate sewer service billings shall have their own connection and service line.

Sec. 13-86. - Separate connections required.

Two (2) or more premises cannot be supplied from one (1) connection and the same connection **nor can two (2) or more buildings on the same premises be supplied from one (1) and the same connection,** unless provided with separate shut-off cocks located at the public street right-of-way line or easement. All properties that require separate water service billings shall have their own connection and service line with shut-off cocks and meter pit located at the public street right-of-way.

Under the current code, each building is required to have separate services. The waiver of the “*nor can two or more buildings on the same premises be served from one service*” is being requested. Master meters provide a simplification of billing to property owner and reduces the number of meters to be maintained by Public Works. A proposed code change is in process that removes this requirement.

FINANCIAL CONSIDERATIONS

Total tap fees for water and sewer service would be \$1,789,410.00 including CBT shares (14), WWTP PIF and WTP PIF.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the waiver
- B. Reject waiver
- C. Delay action on the agreement to gather more information.

STAFF RECOMMENDATIONS

City staff recommends approval of the waiver of Sections 13-25 and 13-86 for the CarMax development site.

Attachments:

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



SUBJECT FOR DISCUSSION

Accept the USDA Rural Development Subsequent Loan of \$2,676,000 for the Construction of the Metro Force Main and Lift Station

SUMMARY STATEMENT/BACKGROUND DISCUSSION

In July of 2022 staff began the process of applying for the US Department of Agriculture Rural Development loan. On July 5, 2023 we received the letter of condition (LOC) offering a \$21,163,000 loan with a \$3,043,000 required City match.

In January 2024 the opening of the construction bids increased the total cost for the project to \$30 million. An additional \$5,598,000 funding is needed for the project. The City will fund an additional \$2,922,000 and USDA is providing a subsequent loan of \$2,676,000.

Current funding includes USDA loan totaling \$23,839,000, a City contribution of \$5,965,000, a DOLA grant of \$1,000,000

Other project funding included a \$20,952,970 loan from CWRPDA paid to Metro Water Recovery in 2022 for existing taps fees.

FINANCIAL CONSIDERATIONS

This is a forty (40) year loan with an interest rate of 3%. The interest on the original USDA loan of \$21,163,000 is 2.125%.

LEGAL/POLITICAL CONSIDERATIONS

Approval of the RUS Bulletin 1780-27, Loan Resolution for Public Bodies, is a condition to the closing of the USDA loan.

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve the resolution accepting subsequent loan funding of \$2,676,000 from the USDA.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

LOAN RESOLUTION
(Public Bodies)A RESOLUTION OF THE City CouncilOF THE Fort Lupton, City of

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

Metro Force Main and Lift Station

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Fort Lupton, City of

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Two Million Six Hundred Seventy-Six Thousand & 00 100

pursuant to the provisions of _____; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ _____

under the terms offered by the Government; that the **City Administrator**

and _____ of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the **City of Fort Lupton** of the

Fort Lupton, City of has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this **2024**, **20th** day of **February**

(SEAL)

Attest:

By

Christopher Cross

Title

City Administrator

Title _____



SUBJECT FOR DISCUSSION

Approving Payment for Victim Advocacy Services through the City of Brighton in the Amount of \$48,590.34 for the Calendar Year 2024, Allocated from the Police Department Contractual Services Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Due to the Weld County Sheriff's Office discontinuing Victim Advocacy assistance for outside agencies, the City of Fort Lupton entered into an IGA with the Brighton/Commerce City Police Department Victim Advocates Office to provide advocacy services. This IGA terminates on December 31st, 2027.

FINANCIAL CONSIDERATIONS

This is a General Fund Contractual Services budgeted item in the Police Department.

LEGAL/POLITICAL CONSIDERATIONS

Pursuant to statute, the City of Fort Lupton through the Fort Lupton Police Department is required to provide designated services to victims of crime as defined in CRS 24-4.1.302, within the City of Fort Lupton.

ALTERNATIVES/OPTIONS

The primary alternatives were to start a Victim Advocate program within the Police Department or seek a different IGA partner. No other financially responsible alternatives were available.

STAFF RECOMMENDATIONS

Staff recommends paying the invoice.

Attachments: a. Invoice

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



BrightonSM

February 15, 2024

City of Brighton Police Department
3401 Bromley Lane
Brighton, CO 80601

City of Fort Lupton
Police/Finance Department
130 S. McKinley Avenue
Fort Lupton, CO 80621

Due for Victim Service Unit/Fiscal Year 2024

\$48,590.34

Segments/Accounts YTD Budget	
4240 : VICTIM SERVICES	
10-13-4240-10000 : SALARIES/WAGES	\$638,085.00
10-13-4240-12000 : F.I.C.A./MEDICARE	\$7,628.00
10-13-4240-12002 : Workers Compensation	\$6,980.00
10-13-4240-13000 : HEALTH BENEFITS	\$77,209.65
10-13-4240-13001 : Dental Benefits	\$3,677.00
10-13-4240-13002 : Vision Benefits	\$1,397.00
10-13-4240-14000 : ICMA PENSION	\$43,890.00
10-13-4240-15000 : LIFE INSURANCE	\$2,804.00
10-13-4240-16000 : OVERTIME	\$21,210.00
10-13-4240-10500 : ON-CALL PAY	\$22,016.00
10-13-4240-21000 : OPERATING SUPPLIES	\$292,923.00
10-13-4240-58000 : TRAV, CONF. AND SCH.	\$34,866.00
10-13-4240-53000 Equipment	\$42,649.00
FUEL & MAINT.	6,000.00
SubTotal : 4240 : VICTIM SERVICES	\$1,201,334.65
VALE GRANT	\$50,233.00
VOCA GRANT	\$219,791.50
CATPA	\$270,000.00
Grand Total :	\$661,310.15

	Population*		VRA CASES, 2023		Unattended Deaths		Share %
Commerce City*	66,115	53%	1434	57%	93	52%	54%
Brighton Population*	41,881	34%	834	33%	63	35%	34%
Fort Lupton	8,829	7%	165	7%	15	8%	7%
Lochbuie	8,179	7%	85	3%	7	4%	5%
	125,004	100%	2518	100%	178	100%	100%

*US Census, 2023, latest available

Commerce City Share	\$	357,300.27
Brighton Share	\$	224,886.26
Fort Lupton	\$	48,590.34
Lochbuie	\$	30,533.28

Please direct any inquires through VSU Manager, Kim Messina, 303-655-2308.

Please Submit Payment to:

City of Brighton
Finance Department
500 S. 4th Ave
Brighton, CO 80601

Thank You,

Kimberly K. Messina
Victim Services Manager
303.655.2308
kmessina@brightonco.gov





SUBJECT FOR DISCUSSION

Award of Contract to Prairie Dog Pros, LLC for Prairie Dog Mitigation Services During the 2024 Season for an Amount Not to Exceed \$16,000.00 from the Public Works Shop General Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Pest control operations are a specialized service that requires training, knowledge and a methodical approach to effectively and economically balance the city's needs and environmental issues.

The Prairie Dog Pros program will handle all aspects of the City's program to include fumigation services, notifications, area mapping and placard marking. The company is Fort Collins based and A+ rated with the Better Business Bureau. Many local Cities and Towns contract with them.

Priority treatment areas of concern are the Golden Pond area, PW shop railroad ROW lease area and railroad ROW lease area near the Community Center. Scope includes monthly follow-up in each area.

Program can begin immediately.

FINANCIAL CONSIDERATIONS

The 2024 budget includes \$45,000 for "pest control" in the Public Works Shop General Fund. The mosquito program is contracted for \$20,698.52 leaving \$24,301.48 available.
City Administrator signed agreement.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

- Attachments:**
- a. Contract Agreement – Prairie Dog Pros, LLC.
 - b. Services Proposal (Exhibit A)

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works

Contract Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Prairie Dog Pros, LLC** (hereinafter "CONTRACTOR").

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

1. **SCOPE OF WORK.** Contractor will furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated in and for a permanent part of the completed work. Contractor shall provide and perform all necessary labor in a first class and workmanlike manner and in accordance with the conditions and prices stated in the bid proposal and the requirements, stipulations, provisions and conditions of the contract documents. Contractor shall perform, execute, construct and complete all things mentioned to be done by the Contractor and all work included treat for prairie dogs as proposed in **Exhibit A**.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth in Exhibit A.

3. **TIME OF COMPLETION.** The Contractor agrees to commence services upon execution of this Agreement and continue through December 31, 2024.

4. **CONTRACT SUM.** The City shall pay to the Contractor for performance and completion of the work encompassed by this Agreement, and the Contractor will accept as full compensation in accordance with the schedule included in Exhibit A for a maximum not to exceed amount of **\$16,000.00**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon inspection and acceptance of the work by the City, in its sole discretion and execution of any releases by Contractor deemed necessary by the City.

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

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

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

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

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

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

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

12. **INDEPENDENT CONTRACTOR.** Contractor is a separate, legal entity from the City and the parties make this Agreement accordingly with the understanding that Contractor at all times is acting as an independent contractor and not an employee or agent of the City. All persons retained by Contractor to perform services pursuant to this

Agreement shall be employees or independent contractors of Contractor and are not employees, contractors or agents of the City. Contractor does not have the authority to bind the City by contract or otherwise

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

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

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

EXECUTED THIS _____ DAY OF _____, 2024.

CITY OF FORT LUPTON, COLORADO

BY: Zo Hubbard

TITLE: Mayor

PRAIRIE DOG PROS :

BY: Curtis Krell

TITLE: _____

PRAIRIE DOG PROS, LLC

PRAIRIE DOG FUMIGATION PROPOSAL FOR THE CITY OF FORT LUPTON, CO

August 1st, 2022

Prairie Dog Pros, LLC is pleased to submit this proposal for prairie dog mitigation services to support the City of Fort Lupton, CO. Prairie Dog pros, LLC will provide the following if awarded this contract.

- Provide the required fumigation management plan (FMP).
- Notify local first responders of the service date and time.
- Map the treatment area and stake the area with the required warning placards at the time of service.

Pricing

- The following table details the pricing for delivery of services outlined in this proposal. This pricing is valid for 30 days from the date on this proposal.
- Payment is due 30 days from receipt.
- Additional maintenance services will need to be discussed before additional work is performed.

Pricing	Price
Gun Club Development Area (160 Acres). Monitor the area for prairie dogs and treat them as needed. This will be a call in ancillary service.	\$150.00 per hour
Fort Lupton Water Treatment Facility. Monitor the range land for prairie dog infestation.	\$150.00 per hour
Rec Center Initial Service (Estimated 320 burrows needing treatment)	NTE \$960.00
Rec Center monthly maintenance (Treat burrows as needed)	\$150.00 monthly
Retention area Initial service (Estimated 350 burrows needing treatment)	NTE \$1050.00
Retention area monthly maintenance (Treat burrows as needed) If neighbors are willing to treat their prairie dog infestations. If not, we will need to reevaluate.	\$150.00 monthly
Railroad/Parker Shop initial service (Estimated 900 burrows)	NTE \$2700.00
Railroad / Parker Shop Monthly Maintenance	\$300.00 monthly

WE LOOK FORWARD TO THE OPPORTUNITY TO WORK WIT THE CITY OF FORT LUPTON IN THEIR EFFORT TO ERADICATE THE PRAIRIE DOG PROBLEM.

If you have questions on this proposal, feel free to contact Curtis Krell at your convenience by email at prairiedogpros@gmail.com or by phone at 970-286-8414. We will be in touch with you next week to arrange a follow up conversation on the proposal. Thank you for your consideration..

Approved by _____

Title _____

Signature _____ Date _____



SUBJECT FOR DISCUSSION

Award of Contract to Vector Disease Control International, LLC for Integrated Mosquito Management Services During the 2024 Season for an Amount Not to Exceed \$20,698.52 from the Public Works Shop General Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Mosquito operations are a specialized service that requires training, knowledge and a methodical approach to effectively and economically balance the city's needs and environmental issues.

The VDCI program will handle all aspects of the City's program with added technology and information assistance to our residents. VDCI has provided this program for the City since 2020.

Program begins in May with larval surveillance with completion in September. Services include larval control, weekly adult insecticide applications, trap monitoring, mapping and reporting.

FINANCIAL CONSIDERATIONS

The 2024 budget includes \$45,000 for "pest control" in the Public Works Shop General Fund. City Administrator signed the agreement.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

Attachments:

- a. Contract Agreement – Vector Disease Control International, LLC.
- b. VDCI Services Proposal (Exhibit A)
- c. 2023 Mosquito Control Report

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



City of Fort Lupton, Colorado
Public Works Department
Public Works Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton, Colorado** (hereinafter "City") and **Vector Disease Control International, LLC (VDCI)** (hereinafter "VDCI").

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

1. **SCOPE OF SERVICES.** VDCI shall perform the services included in the scope of work set forth and incorporated herein as **Exhibit A**. VDCI confirms it possesses all necessary professional licenses and is in good standing with the State of Colorado.
2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and VDCI's Services Proposal (Exhibit A). In the event of any conflict between any of these documents, this document shall control.
3. **PERIOD OF SERVICE AND SCHEDULE.** Performance of services contracted for is the 2024 season scheduled as indicated within Exhibit A.
4. **CONTRACT SUM.** The City shall pay to VDCI for performance and completion of the work encompassed by this Agreement, and VDCI will accept as full compensation therefore the sum of not to exceed **Twenty Thousand, Six Hundred and Ninety-Eight Dollars and 52/100 Cents, \$20,698.52**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the work by the City, in its sole discretion.
5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies VDCI in writing, that lawful appropriations to cover the costs of this additional work has been made and the change order is approved by the City in its sole discretion in writing. City shall have the right to make changes within the general scope of VDCI's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and VDCI.

6. **AMENDMENT/NO ASSIGNMENT.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement. VDCI's services will be performed solely for the benefit of City and not for the benefit of any other persons or entities. Neither City nor VDCI shall assign or transfer interest in this Agreement without the written consent of the other.

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

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

9. **ELECTRONIC MEDIA AND DATA TRANSMISSIONS**

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

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

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

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

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

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

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

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

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

17. **INDEMNIFICATION BY VDCI.** VDCI shall defend, indemnify and hold the City harmless from any damages caused by negligence, including but not limited loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of

the activities of VDCI pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

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

EXECUTED THIS 20th DAY OF **February, 2024.**

CITY OF FORT LUPTON, COLORADO

BY: Zo Hubbard

TITLE: Mayor

VECTOR DISEASE CONTROL INTERNATIONAL, LLC

BY: Jason W. Williams

TITLE: Regional Director



Annual Integrated Mosquito Control Services Proposal – 2024 Program

Provided to:

City of Fort Lupton
City Hall
130 S. McKinley Ave
Fort Lupton, CO, 80621

Provided by:

Vector Disease Control International (VDCI)
7230 W 118th Place, Unit C
Broomfield, CO 80020



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Executive Summary

Vector Disease Control International (VDCI) is pleased to offer a proposal for the City of Fort Lupton's Integrated Mosquito Management (IMM) Program. We understand that the City seeks to provide the highest quality public services to its citizens. We believe that VDCI has clearly proven our ability to provide exemplary quality, cost-effective services and strong working relationships with the citizens and employees of the City of Fort Lupton. VDCI hopes to serve the City of Fort Lupton once again for the 2024 through 2026 mosquito seasons.

VDCI is a company built on the foundations of public health, ethics, professionalism, and technical expertise with the goal of creating true partnerships with local municipalities, districts and residents. We strive to improve the quality of human life in communities through education, surveillance and the control of mosquitoes and other disease vectors. VDCI successfully achieves your goals by devising Integrated Mosquito Management programs that are innovative, environmentally sound, and cost effective. At all times, we will conduct business through open communication and partnerships with our customers in a manner that meets their objectives and protects both the environment and the welfare of residents.

Founded in 1992 with the idea of providing municipalities with the products and services needed to run effective mosquito control programs, VDCI now has over 30 years of experience in the field of public health and manages Integrated Mosquito Management programs for cities and counties across the country.

Vector Disease Control International has designed, implemented, refined, and pushed to new technological levels, comprehensive mosquito control and disease surveillance programs based on the sound scientific principles of IPM and the environmental goals of our contracted municipalities. Other important support services offered by VDCI include a diverse informational website, a spray Notification and Shutoff program for citizens, implementation of VDCI's proprietary database, and Geographic Information System software used in daily larval and adult mosquito control operations. These collective services have expanded the scope and depth of the program we offer and have dramatically improved the operations of the City of Fort Lupton's Mosquito Control Program.

The following proposal will expand on the high-quality mosquito surveillance, control, and supplementary services that VDCI has successfully built and operated for the City of Fort Lupton. We value the relationship we have built with the people of Fort Lupton and again thank you for the opportunity to submit this proposal.

Section I. General Considerations

1. Project Description

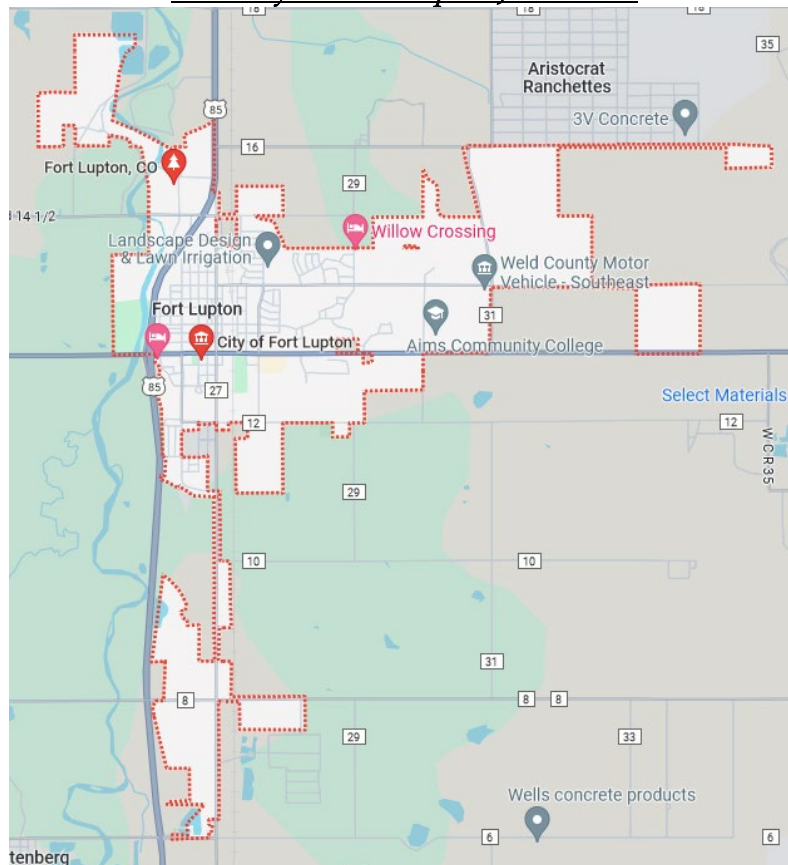
Vector Disease Control International (VDCI) will conduct a comprehensive Integrated Mosquito Management (IMM) Program for the City of Fort Lupton within the service area as defined below.

Vector Disease Control International will employ established IMM principles and practices to dramatically reduce the number of larval and adult mosquitoes in the City of Fort Lupton. These principles and practices are based on a sound Integrated Pest Management (IPM) framework. Monitoring and suppression of both larval and adult mosquitoes will be based on an environmentally focused, least-toxic approach, that utilizes a combination of cultural, biological, and chemical controls to target and reduce all mosquitoes, including potential disease-vector populations and nuisance species, and which is economically feasible, with an emphasis on minimizing chemical adulticide applications.

2. Project Area

Vector Disease Control International understands and agrees that the City of Fort Lupton Mosquito Control Service Area consists of all areas within the external boundary of the City, as illustrated in the map below.

The City of Fort Lupton, Colorado



Section II. Integrated Mosquito Control Services Scope of Work

1. Legal Requirements

Vector Disease Control International, LLC is currently licensed and will maintain licensing to perform commercial mosquito control services in the State of Colorado (Colorado Department of Agriculture License No. 17165). See Appendix 1 for a copy of the License and Endorsements. VDCI currently employs more than ten Colorado Department of Agriculture Licensed Qualified Supervisors.

VDCI will meet all Federal, State and Local requirements for storage, transport, dispensing and disposal of all products including pesticides.

Additionally, Vector Disease Control International will:

- Warrant that all services provided will be in a professional and businesslike manner.
- Comply with all aspects of the United States Department of Labor and the Occupational Safety and Health Administration's regulations concerning the hazards of the chemicals utilized in performance of the specification.
- Provide entire labor staff directly, not through subcontractors, which staff shall have appropriate pesticide training and certification.
- Provide telephone, facsimile and e-mail communications capabilities.
- VDCI will comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the City's safety regulations while on any City property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the City the right to terminate this agreement for cause.
- COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, VDCI will meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
 - VDCI will certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- VDCI will not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- VDCI will not enter a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- At the time of signing this public contract for services, VDCI has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- VDCI will not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- If VDCI obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, VDCI will: notify the subcontractor and the City within three days that VDCI has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that VDCI will not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- VDCI will comply with any reasonable requests by the Department of Labor and Employment (the Department) made during an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- If VDCI violates this Section, of this Agreement, the City may terminate this Agreement for breach of contract. If the Agreement is so terminated, VDCI will be liable for actual and consequential damages to the City.
- Provide all employees extensive classroom and field training on issues pertaining to; Pesticide and Applicator Laws and Regulations, Pesticide Labels and Labeling, Pesticide Use, Applicator Safety, Public Safety, Environmental Protection, Integrated Pest Management, Integrated Mosquito Management, and Equipment Use and Calibration.
- Provide all employees training on all pertinent OSHA regulations. Employees will be instructed on required Personal Protective Equipment (PPE) for each product, its use, care, and disposal. Employees will receive instruction on what to do in case of an emergency including and not limited to; spill procedures, vehicular accidents, personal injury, West Nile prevention, environmental protection, and public safety. This training will include spill prevention, cleanup and disposal, and chain of command notification requirements.
- Provide employees with all required Personal Protection Equipment as required by the EPA, Colorado Department of Agriculture, and OSHA.
- Provide each employee VDCI company shirts so that they can be clearly identified as Mosquito Control Technicians by residents and City officials.
- All vehicles are owned by VDCI and commercially insured under VDCI's master commercial automotive policy. All vehicles will be clearly marked with the company's name, city, state, and telephone number, per CO Dept. of Agriculture rules. No private vehicles will be used. All employees will always have proper ID while in the field.
- All company vehicles used for pesticide applications are trucks, with pesticides being stored and

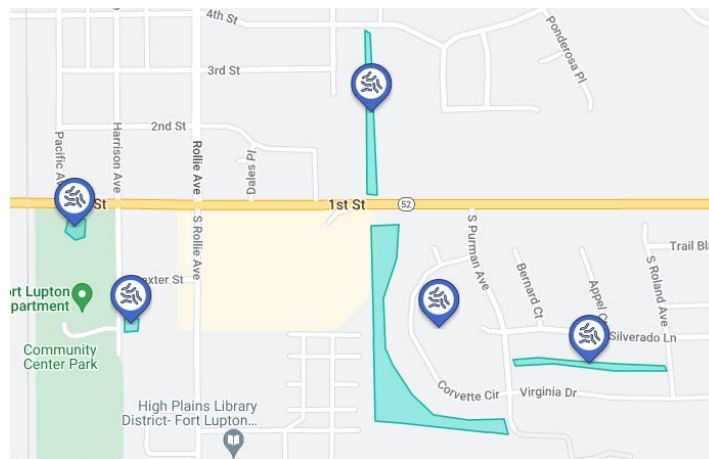
secured in truck bed separate of passenger compartment. This conforms to DOT and Colorado Department of Agriculture Regulations.

- All trucks are equipped with a correctly rated fire extinguisher, current Safety Data Sheets for all carried products, current labels for all carried products, employee first aid kit, and chemical spill/recovery kit.
- Use no subcontractors or independent contractors to perform normal surveillance or treatment of areas. All personnel will be legal employees of the company providing the mosquito control services. All employees will be properly trained and licensed by the CO Dept. of Agriculture and covered by General Liability Insurance Policy and Workers Compensation Insurance.
- Provide Labels and SDS for all products used by company upon written request.
- Provide General Liability/Auto/Workers Compensation insurance policy as required with a minimum comprehensive of \$1 million per occurrence general liability, claims-made policy including chemical and pollution coverage is required. The City of Fort Lupton is named as additionally insured. However, VDCI requests the following statement be included in the professional service agreement:

“Notwithstanding anything to the contrary elsewhere in this agreement, Contractor’s liability to City shall not exceed \$1,000,000.00. This capped liability provision shall apply to 1) Direct claims by City against Contractor; 2) Contractor’s obligation to defend, indemnify and hold City harmless for third party claims; or 3) City’s access to Contractor’s insurance coverage as an additional insured.”

2. Survey and Mapping Services

VDCI will accurately map and catalog all potential larval mosquito production sites within the proposed service area. VDCI will then use its proprietary database and tablet-based software to create inspection routes that include maps overlaid on digital aerial orthophotography for accurate detail (see example below). VDCI will maintain and update this digital data as needed and will provide copies to the City of Fort Lupton as requested.



3. Larval Mosquito Surveillance and Control

VDCI will devote most of the staff time to larval mosquito surveillance and control. VDCI has identified larval habitats within the City of Fort Lupton Service Area that are inspected throughout the season on a biweekly, weekly, or monthly basis. VDCI will perform larval mosquito control operations from May through September (as needed, dependent on environmental conditions and presence of larvae). VDCI will continue to maintain a larval site history database that includes a site catalog number, date and time of inspections, wet/dry status of site, treatment (if any), product type and amount, estimated acreage treated, larval action threshold, documentation of any adverse incidents associated with treatments (NPDES/CDPS requirement), larval instars present, and number of larvae present per dip.

VDCI has continually updated our database system and associated GIS data layers with additional newfound breeding sites and changes in parcel ownership. VDCI will continue to improve the program effectiveness by surveying, mapping and methodically inspecting new sites to build a site history and identify problems areas as they are located.



- I. VDCI will utilize our advanced database to accurately maintain inspection sites, dates, treatments, methods, product amounts, products used for control, and population dynamics of the mosquito larvae collected.
- II. Using our previous years of data collecting in the City of Fort Lupton as a base, VDCI will continuously fine-tune our proprietary database to efficiently target larval mosquito control operational efforts. Our operations will include:
 - Targeted larval site inspections, as needed, at all previously identified and newfound potential larval development sites. Site inspections will target larval sites based on past comprehensive site history data as recorded in our database. These data incorporate historic records of larval presence, larval densities, habitat size and type, water source, and weather data.
 - As sites are found that contain mosquito larvae, VDCI will first look to cultural or physical controls to reduce or eliminate standing water and larval development. Water management and source reduction including clearing clogged ditches, hand digging of channels, and working with property owners to mitigate these sites will be implemented when applicable.



- VDCI will then, as appropriate, treat sites where mosquito larvae are detected with a “Prescription-oriented” least-toxic, biological control appropriate to the site. Larval control products will include; Vectobac (Bti), Vectolex (Bs), Altosid (methoprene), BVA 2 (highly refined mineral oil) and other registered larval control products as needed. All applications will be within label-specified rates and recorded in our database.

III. VDCI will perform random Quality Control field checks of previously inspected and/or treated larval sites. Quality Control inspections will be conducted regularly to ensure technician performance and pesticide efficacy. The Contract Manager or designated Quality Control Technician will also review data sheet entries to verify that sites are being inspected in accordance with site status and that larval control products are being applied according to habitat and water source information. Operational maps will be ground-verified to ensure accuracy and data collection will be screened prior to final submittal, to eliminate input error.

VDCI's Larval Mosquito Control Resources

Professional Staff: VDCI will devote full-time field technicians and a Qualified Supervisor (licensed through the CO Dept. of Ag) to perform IMM-based larval mosquito control operations in the City of Fort Lupton. These technicians are fully trained via VDCI's classroom and field training program, and far exceed the minimum training standards set by the Colorado Department of Agriculture. Management of the program is led by highly experienced, full-time VDCI employees who are licensed Qualified Supervisors in Public Health (110) through the CO Dept. of Agriculture. All larval mosquito control work will be done by employees of Vector Disease Control International, who will be covered by VDCI's Worker's Compensation Insurance, and will not be subcontracted out.

Equipment: Every technician will have access to a VDCI-owned fleet vehicle which is fully insured under VDCI's master commercial fleet policy and is equipped with all necessary larval surveillance equipment, larval control application equipment, and biological larvicide products.



Infrastructure: Because much of VDCI's operations are targeted toward larval mosquito control, many of our resources are used on infrastructure to facilitate these operations. VDCI's warehouses, material handling equipment, supply chain, data input, vehicle fleet, and application equipment are all designed to support our larval control operations.

Technology: VDCI's proprietary and advanced database system will be used to analyze historical breeding site data, which decreases our environmental impact by targeting site inspections and microbial larvicide control applications.

We have specifically engineered our database with proprietary algorithms and reporting capabilities to utilize historical data collected from the City of Fort Lupton and other communities throughout Colorado to precisely target larval mosquito control locations, reducing unnecessary treatments. Targeting our applications with our historical data allows our operations to provide the highest level of control while minimizing the quantity of larvicide being applied to the environment.

5. Adult Mosquito Surveillance & Control

Adult Mosquito Surveillance

VDCI will conduct extensive adult mosquito surveillance trapping during the mosquito season (approximately the beginning of June through the end of August, weather permitting *or as requested by an authorized City Representative*) to monitor mosquito-borne disease risk and nuisance mosquito population levels. Trapping of adult mosquitoes at minimum will include:

- Weekly trapping at four (4) pre-determined permanent surveillance locations within the City of Fort Lupton Mosquito Control Service Area, as illustrated in Section I. Samples may be tested for West Nile Virus in cooperation with the City of Fort Lupton and the Colorado Department of Public Health and Environment.
- As necessary, VDCI may provide additional trapping with “floater” traps in areas of the City that are not covered by one of the permanent trap locations. Floater traps and Landing Rate Counts may be used to determine adult mosquito populations in areas where citizen complaints regarding high numbers of mosquitoes have been received and to determine whether spraying for adult mosquito control is needed (see Adult Mosquito Control, below.)
- CDC light traps, baited with dry ice (CO₂), will be used for permanent and floater surveillance trapping operations.
- Identification to genus and species, and total counts of adult mosquitoes will be completed within 24 hours of delivery of the specimens to VDCI’s lab if possible. Counts using statistically valid sampling methods will be used in large trap sample sizes (over 300 mosquitoes/trap).
- VDCI will maintain trap data via our proprietary database and make it available to the City of Fort Lupton Representatives.
- All mosquito trapping activities including the submission of mosquito pool specimens will be conducted in accordance with the protocols established in the current CDPHE Mosquito Surveillance Plan.



VDCI's Identification, Surveillance & Laboratory Resources

In-House Larval and Adult Mosquito Identification is critical to accurate surveillance and timely response to spikes in vector and nuisance mosquito populations. While VDCI technicians are trained to perform larval field ID to the genus level, larvae may be periodically brought to VDCI's labs for comprehensive identification to the species level. VDCI ensures that highly trained lab ID specialists, who have access to high quality stereo zoom microscopes and scientific keys, perform the identification of both larval and adult mosquito species.



Management: All VDCI surveillance and laboratory services are managed by Anna Wanek and Dr. Michael "Doc" Weissmann. Anna has a B.S. in Biology from Metropolitan State University and is a Certified Mosquito Identification Expert by the Florida Medical Entomology Laboratory. Dr. Weissmann holds a Ph.D. in Entomology from Colorado State University. Dr. Weissmann is a renowned expert in Dipteran biology and taxonomy.

Personnel: VDCI has 8 full-time field surveillance and laboratory technicians trained in mosquito trap operations and taxonomic identification of larval and adult mosquitoes to species level. All adult mosquito surveillance trapping will be done in-house and will not be subcontracted. Operation of the adult mosquito surveillance trap network will be completed by trained employees of Vector Disease Control International.



Equipment: The VDCI Surveillance Laboratories are fully equipped with 8 stereo zoom binocular microscopes, including one video/photographic microscope capable of projecting microscopic images onto computer screens or to projection equipment for wall sized viewing.

VDCI owns and maintains more than 150 CDC dry ice baited Light Traps and 20 Reiter Gravid Traps and all associated equipment and hardware.

Infrastructure: VDCI has over 1000 sq. ft. of devoted Surveillance Laboratory facilities and an additional 200 sq. ft. of trap maintenance and dry ice storage space. In addition to the above-mentioned equipment, VDCI's lab facilities include other important equipment such as deep freezers, multiple computer workstations, mobile dry ice holding containers, and a fleet of fuel-efficient vehicles specifically designated for surveillance operations.

Technology: All data generated and collected by the Surveillance and Laboratory staff is entered into VDCI's database system **within 24 hours** of processing.

Adult Mosquito Control

In keeping with the framework of an IMM approach to mosquito control, VDCI will focus on minimizing the use of chemical pesticides and understands that adulticides are the last resort when dealing with the biting adult stage of the mosquito. The program offered by VDCI will implement adult mosquito control applications as a final resource option, in the interest of public health and safety, as well as environmental sensitivity. VDCI acknowledges and will execute the preference of biological controls, larvicides, over chemical controls, adulticides.

To control adult mosquitoes that exceed pre-set threshold levels or present a public health threat due to mosquito infections rates or elevated vector populations, a prescription-based adulticiding program will be used. VDCI has not, and will not, subcontract ground based ULV adulticide applications. All vehicles and equipment used in adult mosquito control operations will be owned and insured by VDCI.

The use of chemical adulticide spray applications to control adult mosquitoes will be performed according to the following guidelines:

- Permethrin/PBO formulations such as Aqua Perm-X and Aqua Kontrol (or other products with similar/less toxicity as approved by the City), will be applied within the EPA registered application rates via Ultra Low Volume (ULV) dispersal equipment.
- Truck-mounted ULV dispersal will be the primary application method (hand-held ULV equipment may be used where appropriate). All ULV equipment shall be calibrated as needed, but not less than once annually.
- In-cab GPS equipment will be used to map all routes and observe shutoff requests and provide accurate record keeping. Real-time data, collected during the applications, will be used to produce detailed post-application maps depicting the vehicle's path, with areas treated and not treated clearly labeled, along with reports for all adulticide applications.
- Adulticide applications may be used *only* when nuisance or vector mosquitoes cannot be controlled to satisfactory levels by any other means (e.g. water management, vegetation control, biological controls, larvicide, etc.) and when any one of the following conditions exist:
 - There is an imminent threat of mosquito-borne disease transmission as directed by The City of Fort Lupton in cooperation with the Colorado Department of Health and Environment, or;
 - When 200 adult mosquitoes of any species are collected from any permanent CDC mosquito trap in a given night, or;
 - When 75 adult mosquitoes of the genus *Culex* are collected from any permanent CDC mosquito trap in a given not, or;
 - In other areas of the City not routinely trapped, if a "floater" trap is set and there are 100 or greater adult mosquitoes captured per trap per night.

VDCI will coordinate with the City of Fort Lupton officials to schedule and perform Barrier Backpack applications using the residual adulticide TalStar (or comparable mosquito barrier products) and/or Ground-based Truck ULV mosquito spraying in the City of Fort Lupton Parks for outdoor community events. Applications of mosquito adulticides and or barrier products will typically be performed on the day of, or evening prior to, any scheduled and agreed upon City events.

VDCI's Adult Mosquito Control Resources

Personnel: All ground-based adult mosquito control applications are performed by VDCI management staff and veteran seasonal employees with specialized training in ULV (ultra-low volume) adulticide spraying and will not be subcontracted. Currently VDCI has over 15 fully trained personnel capable of performing ground based ULV applications. This level of staffing and expertise can handle any typical weekly application needs or even any atypical public health emergency at a moment's notice.

Technology: VDCI will use the most advanced truck mounted ULV application equipment available to provide great accountability in all phases of the application. All ULV vehicles will be equipped with GPS tracking units capable of delineating the spray routes of the vehicle. These units record at one (1) second intervals the date, time, latitude, longitude, and sprayer status (on or off). Detailed maps, graphically illustrating the application data, can be produced after each spray operation and provided to the City upon request. Our technology can also identify and mark all properties that have requested to be call notified and/or shutoff from any adulticide applications in their area.

Application Accountability: Our primary objective whenever we apply pesticides is to achieve the greatest possible level of mosquito reduction while minimizing pesticide use in as environmentally accountable manner as possible. This commitment can be evidenced by our investment in application technologies such as on-board mapping, monitoring systems, and droplet measuring equipment. Together, these instruments allow us to not only apply the proper amount of product in the proper treatment area, but they also allow us to monitor every aspect of the application event. Consequently, pesticide application is maximized in the target area and the risk to adjacent, non-target areas is greatly minimized.

VDCI utilizes a proprietary live-mapping display that provides unparalleled accuracy of ground ULV treatments. Our on-board, computer-based GPS mapping and tracking system can provide accurate ULV treatments within the designated spray blocks/areas.

Variable flow technology assures accurate insecticide application rates that will deliver the proper amount regardless of vehicle speed. Post treatment maps will contain the insecticide name, registration number, the total amount of product used in the treatment, and the dates and times of the treatment along with a delineation of the movements of the vehicle within the treatment area. This allows for unparalleled accuracy and accountability.

Equipment and Capabilities: With our large fleet of truck-mounted ground-based ULV adulticiding equipment, VDCI has the capacity to cover more than 1,250 linear miles of streets and roadways in ONE NIGHT. That equates to over 70 square miles or over 45,000 acres per night. VDCI has more than 12 spray units available on the Front Range of Colorado alone, with an additional 8 units on the western slope.

- **CDC Light Trap and/or Reiter Gravid Trap Surveillance**

Upon request, VDCI will operate additional CDC light traps and/or Reiter gravid traps for expanded adult mosquito and disease vector mosquito surveillance within the City of Fort Lupton.

Identification of the trapped mosquitoes will be performed the following day after the mosquitoes are returned to the lab. The trapped mosquitoes will be counted and identified to the following species; *Culex tarsalis*, *Culex pipiens*, *Aedes/Ochlerotatus* species.

Cost per trap/night: \$200.00

Cost includes all equipment, dry ice, vehicles, labor, shipping and reporting.

- **Ground-based Truck ULV Adulticide Application**

VDCI will undertake emergency ground-based truck ULV adulticide spraying in accordance with U.S. EPA, Colorado Dept. of Agriculture, and Colorado Dept. of Health and Environment regulations in the event of a declared public health state of emergency that exceeds the scope of the existing program. VDCI will, at the City's request, organize and coordinate all spraying operations for public health response.

Cost per linear spray route mile: \$85.00

Cost includes all equipment, vehicles, pesticide products, labor, and liability insurance.

- **Aerial ULV Adulticide Application via Fixed-Wing or Rotary-wing Aircraft**

VDCI has extensive experience with aerial mosquito control application and would oversee and direct such applications. All aerial adulticide applications would be performed by experienced and insured aerial applicators, licensed through the Colorado Department of Agriculture. Prices would be subject to the size of the designated spray area, application material selected, and current pricing.

6. Public Outreach & Education

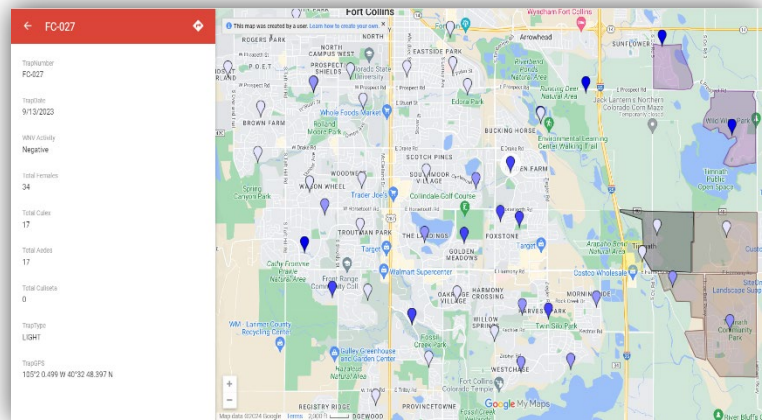
Since our inception in 1992, VDCI has believed in and demonstrated that a strong Public Outreach and Education Program is one of the keys to success in providing large-scale municipal mosquito control programs. Listening to citizen complaints and inquiries can aid in evaluating the effectiveness of a program. VDCI constantly looks for ways to better serve the communities we work with and appreciates citizen involvement in the betterment of the program. We have clearly demonstrated our commitment and belief in the strength of public outreach and education by proactively serving the City of Fort Lupton over the years with numerous innovative programs, activities and services as described below.

VDCI Website

Our website, www.vdci.net/colorado, is the leading website in the State of Colorado when it comes to providing up-to-date, factual, and comprehensive information on, and links to, mosquito biology and control, mosquito-borne diseases, pesticide toxicology information, and a wealth of topics relating to mosquitoes. VDCI will continue to maintain this website, including daily spray schedules of planned adulticide areas within the City of Fort Lupton.

Our website continues to serve as an integral part of the dissemination of operational data to citizens with little request for resources or time required by the City and its employees.

VDCI maintains and will continue to maintain website links to CDPHE (Colorado Dept. of Public Health & Environment), and NPIC (National Pesticide Information Center and CDC (US Centers for Disease Control).



MosquitoLine™

VDCI will continue to maintain a toll-free telephone line at **(877) 276-4306** for customer service calls. We will accept calls from the public at any point concerning, but not limited to the following topics:

- Opting out of any adulticide spraying via a “shut-off list” which is updated annually, and as new requests are received from private property owners.
- Request an email notification when adulticide spraying is planned in and around their neighborhood.
- Report mosquito annoyance areas
- Report standing, stagnant water that may indicate the presence of larval sites or adult mosquito harborage.
- Request information about mosquito populations within the community.

- Request information on how to control and/or prevent mosquitoes on their property and mosquito-borne diseases such as WNV, WEE and SLE.
- Request health and safety information about mosquito control operations and pesticide products used in the City of Fort Lupton Mosquito Control Services Program.
- Request backyard inspections and information on inspection activity and larval production at sites of interest.

VDCI will maintain a log of calls received including date, name, address, type of call, response, resolution, and resolution date.

ImmediateResponse™

VDCI introduced the concept of a 24-hour response/resolution time to all mosquito annoyance complaints in 1994 with our trademarked ImmediateResponse™ System. VDCI will continue to respond accordingly to all mosquito related complaints and will refer any service-related complaints to the City of Fort Lupton.

- VDCI will verify the validity of mosquito annoyance complaints by on-site inspection including adult mosquito trapping via nearby pre-determined trap locations or floater traps, as needed, or landing rate counts (10 females mosquitoes per 5 minute period = annoyance level) and/or larval dip surveillance in local breeding sites.
- VDCI will resolve all complaints, *whenever possible*, within 24 hours to the satisfaction and standard of the City of Fort Lupton.
- VDCI will provide education, either verbally or through printed materials to the complainant to promote self-management of local mosquito problems.

Call and Email Notification and Shutoff System

VDCI will continue to maintain a comprehensive Call and Email Notification & Shutoff database and will notify residents on the list when conducting ULV adulticide applications near their property. All Shutoff locations are mapped in ArcGIS. Notification & Shutoff forms are available online and may be submitted via VDCI website, email or by mail. VDCI will mail renewal request forms each season and perform all updates of resident information as it is received.

Daily Posting of ULV Spray Zones

Areas scheduled for ULV truck spraying will be posted by 3pm daily on VDCI's website: www.vdci.net/colorado

VDCI's Public Outreach Program & Education Resources

- **Innovative Programs:** VDCI has worked with dozens of municipalities on numerous public events across the state since our inception to supply information and provide personalized educational programs about mosquitoes, mosquito-borne illness, and public health. We have also provided personnel, larval and adult mosquito specimens, equipment such as light traps and microscopes, signs, etc. to various groups in need of such educational



items. We have set-up booths at Fairs, Farmers' Markets and during West Nile Virus education outreach events in past years and will continue to do so for our customers.

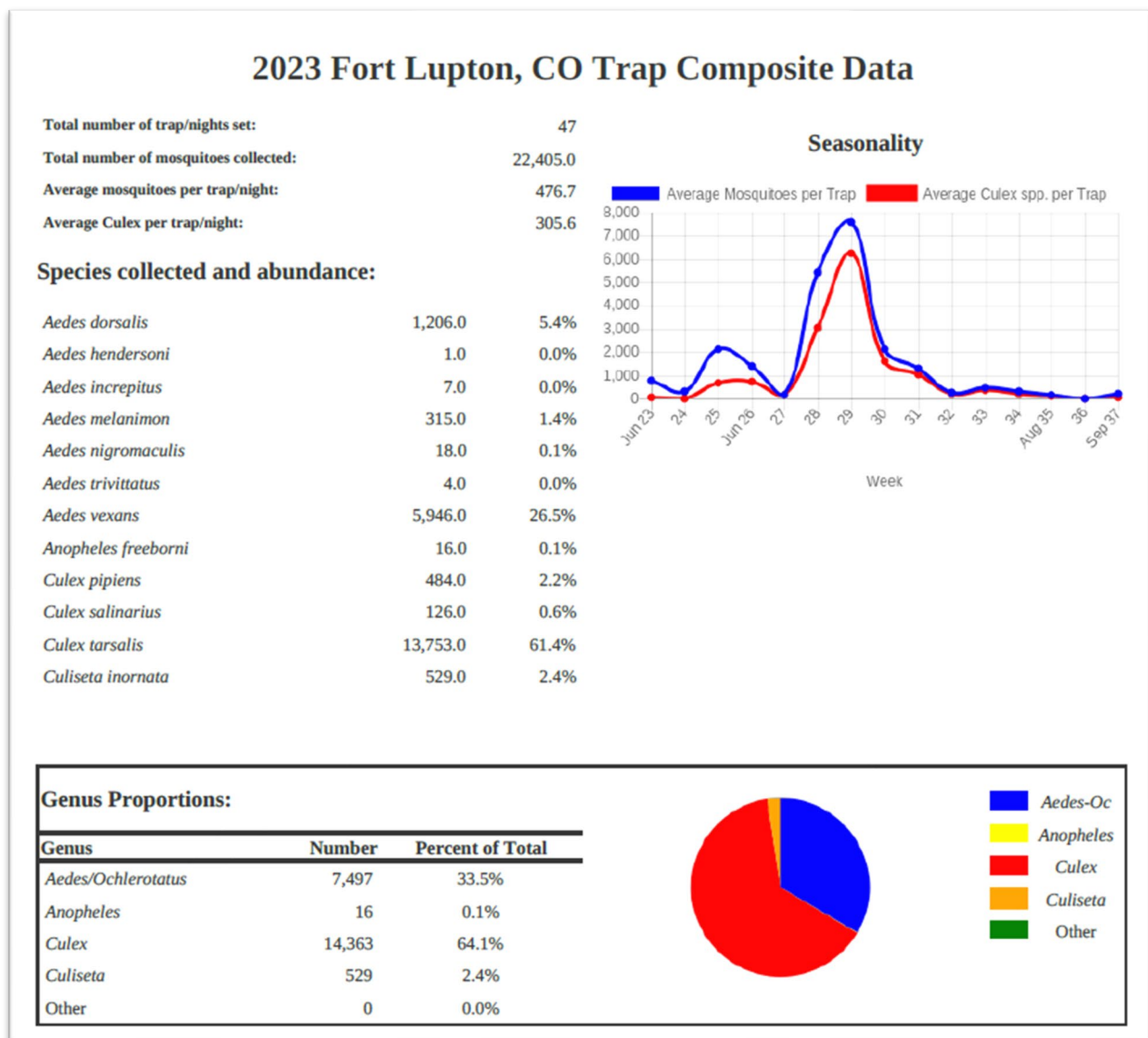
- **Technology:** VDCI was one of the first mosquito control organizations in the United States to publish adult mosquito control spray schedules on the web. Additionally, our website www.vdci.net/colorado has been a leading source for up-to-date, factual and comprehensive information on, and links to, mosquito biology and control, mosquito-borne disease, pesticides, and many other issues relating to mosquitoes in the State of Colorado (and the US) for several years.

7. Reporting

- I. VDCI will provide all maps, records, logs, complaints, correspondence, and reports to the City of Fort Lupton, where applicable and as requested by the City, in a common, easy to use, electronic/digital format or hard copy. All data listed above will be provided within 2 weeks of request, if not sooner.
- II. VDCI will provide the City of Fort Lupton Representatives with weekly trap counts, prior to close of business on Friday of each week (barring extenuating circumstances).
- III. VDCI will, upon request, submit monthly reports of operational efforts during the months of June-September by the end of the following month. Monthly reports will include, at a minimum:
 - Overall mosquito surveillance operations and breeding site activity
 - Larval control operations
 - Adult control operations
 - Weather summaries
- IV. VDCI will submit an annual report by November 30th of the current contract year. At minimum, the annual report will include:
 - Mosquito Control Objectives
 - West Nile Virus overview
 - Larval mosquito surveillance and control
 - Adult surveillance & laboratory results
 - Adult mosquito control data
 - Public relations and education activities
 - Summaries
 - Graphs, charts and data summaries
 - Weather summaries
 - Any other pertinent information

VDCI's Reports and Record Keeping Resources

- **Personnel:** VDCI has dedicated office staff to handling all incoming telephone communications, computer data entry, website and notification updates, and report generation.
- **Equipment and Technology:** VDCI possesses a state-of-the-art server supported computer network with T-1 high-speed internet access, numerous computer workstations, printers, faxes, and scanners, all designed to support our proprietary database and ArcGIS software systems. At VDCI, we view technology as the key to continued effective, efficient, cost-beneficial and environmentally sound mosquito control for today and well into the future.



SECTION III. VDCI Key Management and Personnel

Vector Disease Control International is a professional organization dedicated to providing comprehensive state-of-the-science large-scale mosquito control contracted services to municipalities and other organizations. VDCI's mosquito management programs are designed, implemented, and supervised by experienced, trained, and licensed personnel with decades of combined field mosquito control experience, including Board Certified Entomologists.

Nicholas Bates, Denver Office Contract Manager

18 years of experience in municipal mosquito control operations and management.

Member: American Mosquito Control Association
West Central Mosquito and Vector Control Association
Licensed: Qualified Supervisor - Colorado Department of Agriculture: Public Health 110

Anna E. Wanek, Surveillance Manager

Seven years of experience with mosquito identification, behavior, ecology, and public education.
B.S. (2018) in Biology, Metropolitan State University of Denver.

Certified in advanced mosquito identification (2022) – Florida Medical Entomology Laboratory

Member: West Central Mosquito & Vector Control Association
Licensed: Qualified Supervisor – Colorado Department of Agriculture: Public Health 110

Michael J. “Doc” Weissmann, Ph.D., Chief Entomologist/Surveillance Manager

Over 30 years extensive experience with insect identification, behavior, and public education.

Adjunct Curator of Entomology at the University of Colorado Museum of Natural History, and a Department Associate in Zoology at the Denver Museum of Nature and Science.

B.A. (1982) and M.A. (1986) in Biology, University of Colorado at Boulder

Ph.D. (1995) in Entomology, Colorado State University in Ft. Collins

Member: American Mosquito Control Association
West Central Mosquito & Vector Control Association
Licensed: Qualified Supervisor - Colorado Department of Agriculture: Public Health 110

Jason W. Williams, Western Regional Director

Over 23 years of experience in mosquito control including nine years as Biologist at the City of Chesapeake Mosquito Control Commission in Chesapeake, VA, three years as an Entomologist performing malaria control internationally, and 11 years overseeing Regional Operations with VDCI.

B.S. in Biology (1998), Old Dominion University.

M.S. in Biological Oceanography (2000), Old Dominion University.

Member: Virginia Mosquito Control Association (2000-2010) - President (2006-2007)
Texas Mosquito Control Association (2009-Present)
American Mosquito Control Association (2001-Present)

Licensed: Qualified Supervisor - Colorado Department of Agriculture: Public Health 110
Certified Professional Applicator – Idaho Department of Agriculture: Public Health
Certified Commercial Applicator – Texas Department of Agriculture: Public Health
Certified Commercial Applicator – Wyoming Dept. of Ag.: Mosquito Control
Primary Principal Applicator – Nevada Department of Agriculture: Aquatics

Seasonal Staff:

All VDCI seasonal employees are fully trained per Colorado Department of Agriculture regulations in all aspects of modern mosquito control operations, including mosquito biology, field inspection and surveillance techniques, safe handling and application of pesticides and public relations. VDCI will hire and train additional employees as required to fulfill our contractual obligations.

SECTION IV. References

City of Fort Collins

Mr. Matt Parker, Resources Management Supervisor
1745 Hoffman Mill Road
Fort Collins CO, 80524
(970) 416-2433
MParker@fcgov.com

City & County of Broomfield, CO

Lesa Julian, Environmental Services Superintendent
2985 W. 124th Ave.
Broomfield, CO 80020
(303) 464-5641
ljulian@broomfield.org

Town of Parker

Mr. Tom Williams
Director of Public Works and Engineering
2012 East Mainstreet
Parker, CO 80138
(303) 840-9546
twilliams@ci.parker.co.us

Town of Windsor

Mr. Kenneth Breneman
Public Works Division Manager
922 N 15th St.
Windsor, CO 80550
(970) 674-5400
kbreneman@windsorgov.com

Additional references will be provided upon request.

SECTION V. Program Cost

At VDCI, we fully understand our customers' need for a professional, reliable and environmentally responsible mosquito control contractor. Hence, we are offering a level service above and beyond the specifications normally required of a mosquito control services provider, such as state-of-the-art technology and GIS mapping, unlimited ground larvicide applications, extensive larval and adult mosquito surveillance, prescription-based adult mosquito control spraying, assistance with public outreach, and full reporting of all applications and quality control measures, for a single yearly cost to the City.

The amount listed is all-inclusive with no additional charges or costs. Because VDCI continues to experience significant annual increases in our costs for office leases, liability insurance, pesticide, equipment, and labor, we are proposing a 4.5% price increase for 2024 with a subsequent increase of 4% for each year remaining on the contract (2025, 2026). This increase is in line with the current CPI. Please keep in mind that the services offered, and the prices quoted here can be discussed so that a program and price tailored to the specific needs of the City can be developed.

The schedule of total annual cost to the City of Fort Lupton for mosquito control services, to include labor, materials, vehicles, equipment, liability/auto/workers compensation insurance coverage, administrative support, and overhead expenses, as detailed in this proposal and subject to subsequent annual renewal is:

2024: \$20,698.52
2025: \$21,526.46
2026: \$22,387.52

Addendum 1: Licensing

 **COLORADO**
Department of Agriculture
Division of Plant Industry
305 Interlocken Parkway, Broomfield, CO 80021
Tel: (303) 869-9066 Email: commercialapplicator@state.co.us
COMMERCIAL APPLICATOR ENDORSEMENT

License Number: 17165
Date Issued: 10/12/2023

Effective Date: 01/01/2024
Good Through: 12/31/2024

Mailing Address:
VECTOR DISEASE CONTROL INTERNATIONAL
7230 W 118TH PL UNIT C
BROOMFIELD, CO 80020

Home/Records Address:
7230 W 118TH PL UNIT C
BROOMFIELD, CO 80020

Doing-Business-As Name(s) (DBA)
VDCI

Contact: Jason Williams
Insurance Expires: 10/01/2024

Phone: (757) 448-0123
Aerial: Y

This endorsement is valid for the following categories ONLY:

Agricultural: 110
Ornamental:
Structural:

Qualified Supervisors

Lic. #	Last Name	First Name	MI	Lic. Expires
25843	SHEAFFER	STEPHEN	J	08/24/2026
30352	BATES	NICHOLAS		03/05/2024
30814	BOZE	BROOK		03/18/2024
31932	WEISSMANN	MICHAEL		02/24/2025
32133	RODOSEVICH	NETTO	C	01/07/2025
33220	SCHLATMANN	WILLIAM		03/25/2026
33267	RENFRO	KELSEY		11/26/2025
39730	BAKER	BRADLEY		08/28/2024
41111	WANEK	ANNA		04/25/2025
41168	WILLIAMS	JASON	W	08/27/2025
43149	FURLONG	DOUGLAS	S	12/26/2026

Certified Operators

<u>Lic. #</u>	<u>Last Name</u>	<u>First Name</u>	<u>MI</u>	<u>Lic. Expires</u>
35005	BRAILSFORD	DAVID	B	12/31/2025
License Categories: 110 111				
39193	EDWARDS	TYLER	D	12/31/2025
License Categories: 110				



2024-2026 Contractual Service Cost Agreement

For the City of Fort Lupton 2024-2026 seasons only;

Service costs include all labor, insecticides, vehicles and equipment, administrative support and overhead expenses. **Service Cost for 2024: \$20,698.52**

THREE YEAR CONTRACT: This Integrated Mosquito Management Services Proposal is offered for a three-year period, 2024-2026 with a 4.5% price increase for the 2024 season, in-line with the annual CPI, and a subsequent 4% annual increase through the remainder of the contract (2025, 2026). *The yearly continuation of this project is subject to the appropriation of funds by the City of Fort Lupton on an annual basis for this purpose.* Signing and returning the attached copy of the contractual agreement will authorize VECTOR DISEASE CONTROL INTERNATIONAL, LLC. to perform the service items contained in the Proposal, within the stipulated limits, for a period of three years, 2024 through 2026 seasons. These prices are complete and fully earned. Billing will be in 4 equal monthly installments (June - September). If new areas are to be covered, they will be added at the current unit rate.

For acceptance of this Integrated Mosquito Management Services Proposal for a period of THREE YEARS (2024-2026), Sign Here:

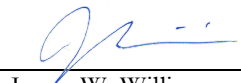
Name (X) _____ Title _____ Date _____.

ONE YEAR CONTRACT: Signing and returning the attached copy of the contractual agreement will authorize VECTOR DISEASE CONTROL INTERNATIONAL, LLC. to perform the service items contained in the Proposal, within the stipulated limits, for the 2024 season only. These prices are complete and fully earned. Billing will be in 4 equal monthly installments (June - September).

For acceptance of this Integrated Mosquito Management Services Proposal for ONE YEAR, the 2024 season only, sign here:

Name (X) _____ Title _____ Date _____.

For Vector Disease Control International, LLC.

Name  Title Regional Director Date 2/2/2024
 Jason W. Williams

Invoices should be sent to:

Name _____ Title _____
 Address _____ Phone _____
 City, State, Zip _____ Email _____

CITY OF FORT LUPTON

MOSQUITO CONTROL PROGRAM

2023 ANNUAL REPORT

October 2023



Prepared by:
Vector Disease Control International
7230 W 118th Place, Unit C
Broomfield, CO 80020
303-428-5908
www.vdci.net/Colorado



City of Fort Lupton
Integrated Mosquito Management Program
2023 Annual Report

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Program Objective

The primary objective of VDCI's Integrated Mosquito Management Program is to monitor and reduce mosquito populations using environmentally sound control techniques to protect residents from the threat of mosquito-borne diseases and suppress local populations of nuisance mosquitoes. VDCI's programs primarily focus on the detection and elimination of mosquito larvae in aquatic habitats by trained field technicians. VDCI also maintains a network of CDC light traps to monitor adult mosquito populations and disease risk, as well as to determine if adult mosquito control is necessary.

Open communication is maintained by VDCI between clients, residents, HOAs, Property Management Companies, County and State Departments of Health & Environment, and surrounding municipalities to ensure that the highest level of mosquito control and epizootic response is achieved. This cooperation is key to the success of mosquito management programs and provides significant benefit to public health throughout the region.



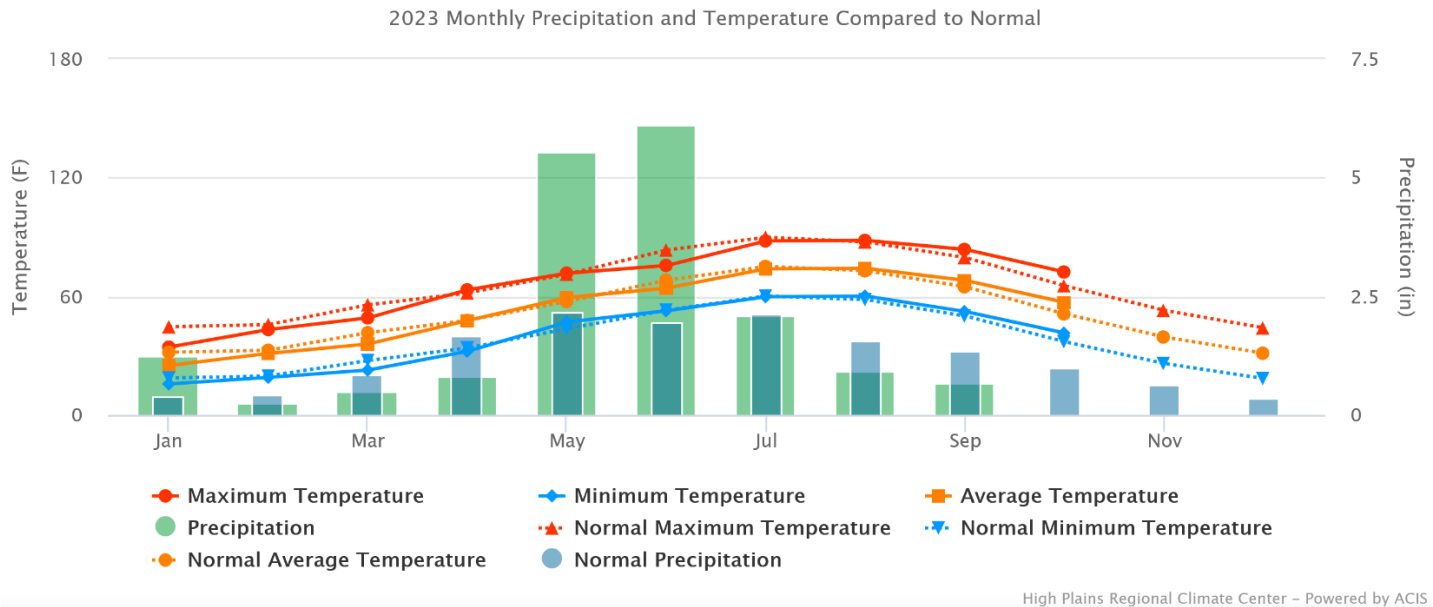
VDCI's Commitment

Vector Disease Control International is a company built on the foundations of public health, ethics, professionalism, and technical expertise. VDCI is committed to providing our customers with scientifically based, environmentally sensitive and technologically advanced Integrated Mosquito Management (IMM) programs of the highest quality. Our employees are committed to excellence in vector control and public health and strive to improve the quality of life in communities through public education and the control of mosquitoes and the diseases they can transmit. VDCI currently has seven year-round offices in Colorado with programs across the state providing services for towns, cities, counties, homeowners associations, and encephalitis surveillance monitoring programs for health departments.

Vector Disease Control International will continue to use proven scientific Integrated Mosquito Management techniques to survey and control local mosquito populations using biorational larval controls and limited low-toxicity insecticide applications. All methods and materials used have been reviewed and registered by the US Environmental Protection Agency, the Centers for Disease Control, the Colorado Department of Agriculture and the American Mosquito Control Association. VDCI maintains its commitment to provide top quality service to minimize the threat of West Nile Virus to citizens and to reduce mosquito annoyance in all the areas we serve.

2023 Season Perspective and Climate Data

Each Colorado summer presents a unique set of temperature, precipitation, irrigation, and human interactions that create new and different challenges in mosquito control and mosquito-borne disease proliferation. The typical mosquito season is from late April through September. Current and historical climate data from the National Oceanic Atmospheric Administration's (NOAA) High Plains Regional Climate Center (HPRCC) weather stations was used to monitor regional temperature and precipitation patterns throughout the season.



2023 Precipitation Data

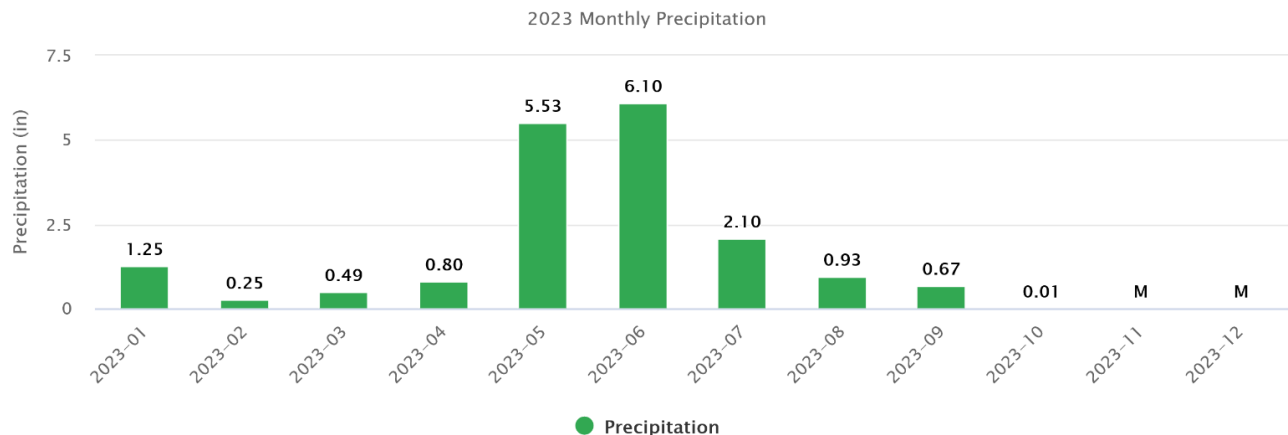
May was the 4th wettest on record for the Denver-Boulder area since 1872, with NWS recording 5.53 inches of precipitation, 2.31 inches above normal. A daily maximum of 2.92 inches was recorded on the 12th. May 2022 received 2.59 total inches.

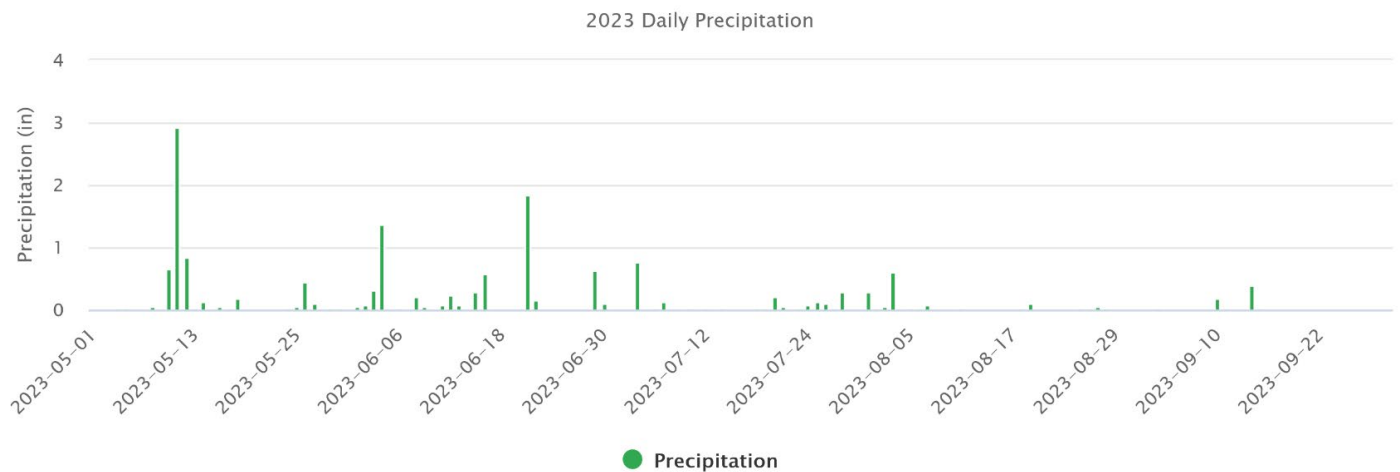
June was the wettest on record for the Denver-Boulder region. The National Weather Service recorded 6.10 inches of precipitation for June, which is 4.16 inches above normal. A daily maximum of 1.85 inches was recorded on the 21st. June 2022 received 0.58 total inches of rain.

July was the driest month of the season. NWS recorded 2.10 inches of precipitation for July, 0.4 inches below normal. The daily maximum of 0.77 inches occurred on July 4th. In comparison, 0.99 total inches were recorded in July 2022.

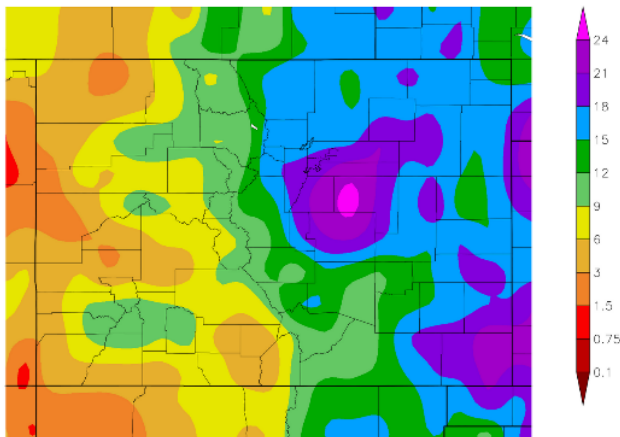
0.93 inches of precipitation were recorded by NWS in August, 0.65 inches below normal. On the 1st, 0.60 inches of precipitation were recorded, the most for the month. August 2022 received 1.46 total inches of rain.

In September 0.67 inches of rain were recorded, 0.68 beneath the average. On the 14th, 0.40 inches of rain fell, the recorded daily maximum for the month. September 2022 saw 1.25 inches of precipitation.





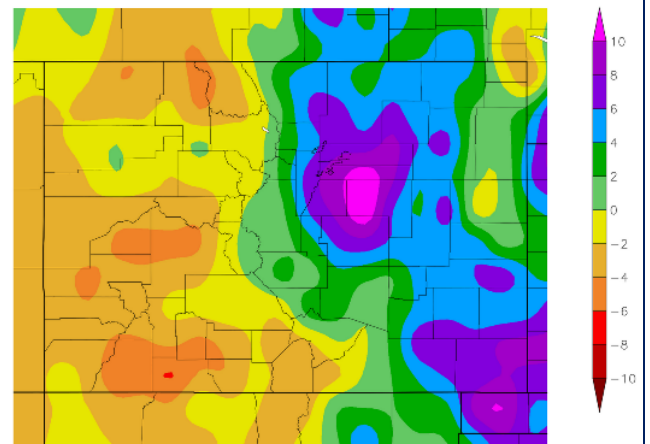
Precipitation (in)
4/13/2023 – 10/12/2023



Generated 10/13/2023 at HPRCC using provisional data.

NOAA Regional Climate Centers

Departure from Normal Precipitation (in)
4/13/2023 – 10/12/2023



Generated 10/13/2023 at HPRCC using provisional data.

NOAA Regional Climate Centers

2023 Temperature Data

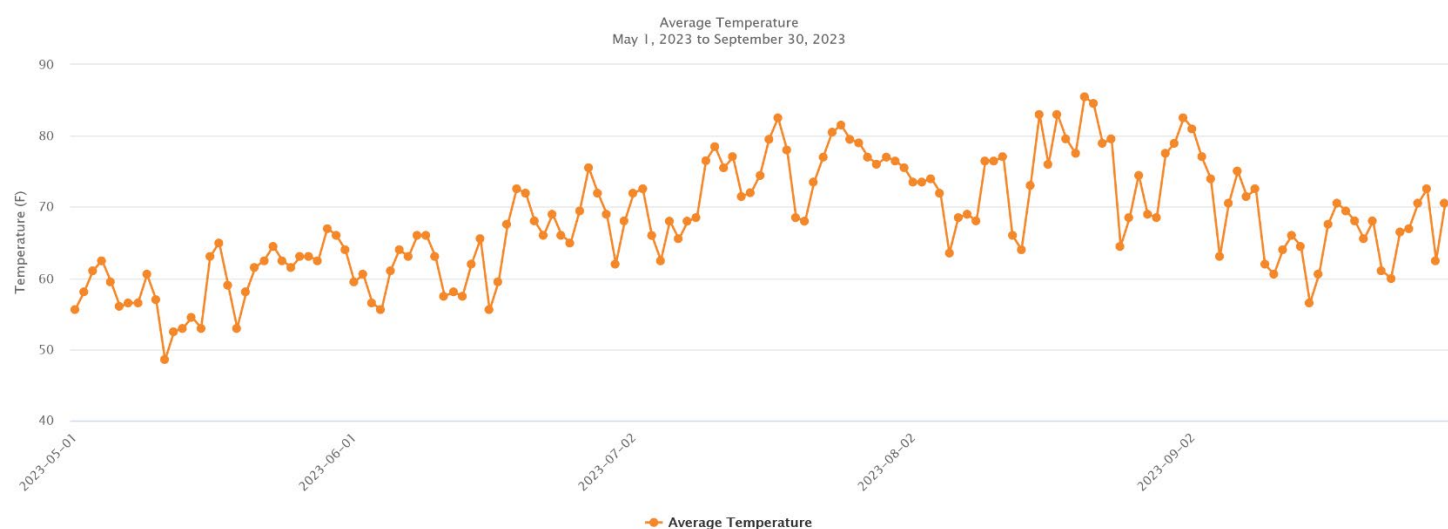
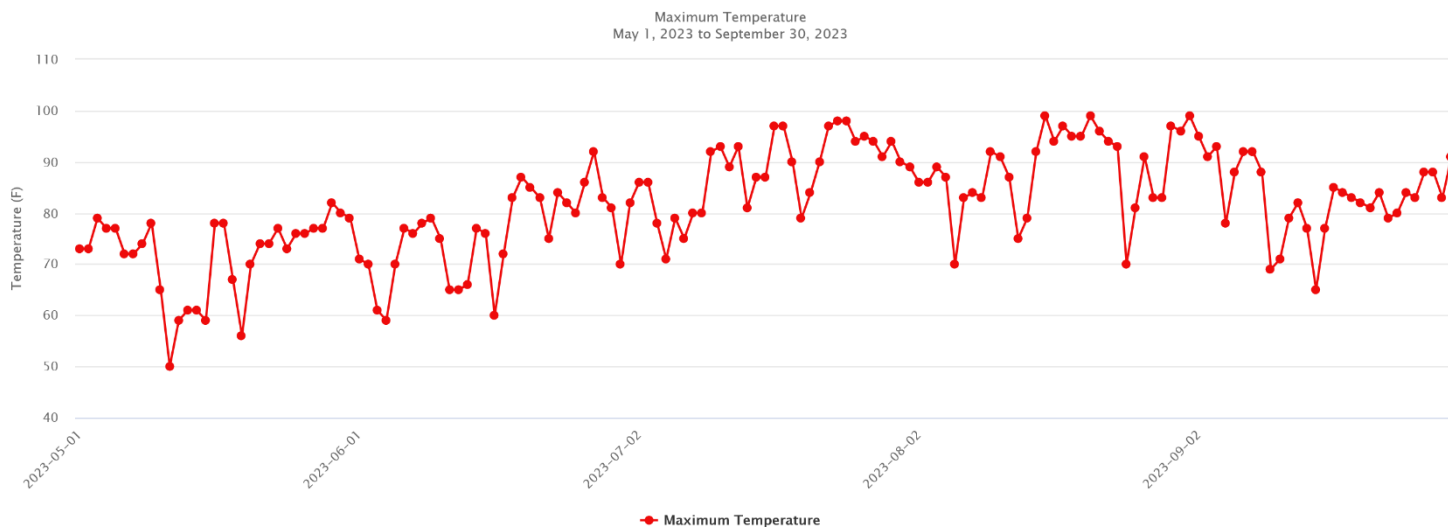
The warmest day in May was the 29th, when temperatures reached 82°F. The average temperature for the month was 59.4°F, 2.0° above average, making it the 35th warmest May on record. May 2022 was the 84th warmest.

There was one day in June when temperatures reached 90°F, which was the maximum recorded temperature occurring on the 27th. The average temperature for the month was 64.2°F, 4.0°F below normal, the 127th warmest June on record. In comparison, June 2022 was the 28th warmest and had 13 days over 90°F.

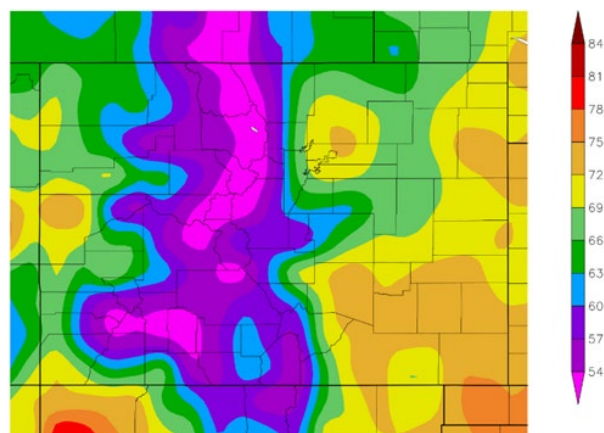
The average temperature in July was 73.9°F, the 67th warmest July and 1.2°F below normal. There were 16 days in July when the temperature exceeded 90°. The maximum recorded temperature was 98°F on the 23rd and 24th. July 2022 was not only the 2nd warmest July on record, but the 2nd warmest month in Denver history.

There were 15 days in August where the temperature exceeded 90°F. The maximum recorded temperature was 99°F on the 16th and 21st, the warmest recorded days of the season. The average temperature was 74.2°F, 1.3°F above normal, making 2023 the 18th warmest August for the region. August 2022 was the 4th warmest on record.

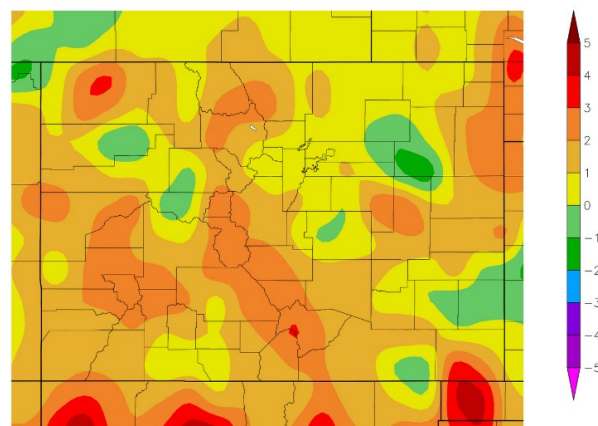
September 2023 was tied for the 8th warmest on record with an average temperature of 68°F, 3.2°F above normal. There were seven days with temperatures above 90°F, the warmest day being the 1st at 99°F. September 2022 was the 3rd warmest on record.



Temperature (F)
6/15/2023 – 10/12/2023



Departure from Normal Temperature (F)
6/15/2023 – 10/12/2023



Generated 10/13/2023 at HPRCC using provisional data.

NOAA Regional Climate Centers

Generated 10/13/2023 at HPRCC using provisional data.

NOAA Regional Climate Centers

<https://hprcc.unl.edu/onlineataservices.php>
<https://www.noaa.gov/weather>
<https://www.weather.gov/>

VDCI Adult Mosquito Surveillance and Laboratory



Information about mosquito abundance and species diversity is essential to any IMM program. Vector Disease Control International's most used adult mosquito surveillance tool is the CDC light trap which uses carbon-dioxide from dry ice as bait to attract female mosquitoes seeking a blood meal from a breathing animal. Once attracted by the CO₂, the mosquitoes are lured by a small light to a fan that pulls them into a net for collection. Traps are set overnight at carefully selected sites with abundant harborage. They are collected the following morning and returned to VDCI's laboratory, where the contents of the trap nets are counted and speciated by trained technicians.

Additionally, the VDCI Surveillance Laboratory conducts an intensive larval identification program with larval mosquito samples collected by field technicians. This information is now invaluable in targeting mosquito control efforts as we gain a greater understanding of the habitat types preferred by Colorado mosquito species and the seasonality of these habitats as sites for mosquito development.

Specimens and data collected from these traps and larval identification are used in:

-  Determining the effect of larval control efforts. Each mosquito species prefers specific types of habitats for larval development. If a trap includes large numbers, it could indicate the presence of an unknown larval habitat and, based on the species identification and known habitat preference for that species, direct field technicians as to possible sources of the mosquitoes collected.
-  Determining larval and adult mosquito species. This helps to illustrate the threat of mosquito-borne disease amplification and transmission because different mosquito species can vector different diseases to people and animals.
-  Determining where adult control efforts were necessary. While mosquito eradication is impossible, significant population reduction is achievable. In places where larval control is insufficient, such as neighborhoods where adult mosquitoes have migrated in from outside of the control area, it may be necessary to use adulticide methods, such as ULV truck fogging or barrier sprays of harborage areas. Trap counts that exceed an acceptable threshold for an area may trigger adult control measures.
-  Surveillance for Mosquito-borne Disease. Historically, VDCI efforts were targeted primarily at controlling mosquito nuisance problems with limited disease surveillance. However, since the arrival of the West Nile virus in Colorado in August of 2002, the paradigm has shifted toward disease prevention and control. Accurate species identification of the mosquitoes in the traps is important when monitoring species population trends. It also is necessary for evaluating whether a population spike represents an actual increase in disease transmission potential or only an increased nuisance level.

In 2023, Vector Disease Control International monitored a statewide network of hundreds of weekly trap sites, collecting 2,212,268 adult mosquitoes that were counted and identified by VDCI surveillance laboratories. An approximate 289.35% increase compared to 764,561 in 2022. While individual traps provide current seasonal information, trap data can be interpreted in the context of historical records for the same trap site if such data is available. Individual traps are also compared to other traps from around the region that were set on the same night and therefore exposed to similar weather conditions. Technicians working in the surveillance laboratories at Vector Disease Control International are trained to provide accurate species-level identification of both larval and adult mosquitoes.



Surveillance Light Trap Data



In 2023, 4 surveillance light traps monitored adult mosquito populations on a weekly basis in Fort Lupton. VDCI began adult surveillance the week of June 5th and concluded the week of September 3rd corresponding with low adult mosquito activity.

There were 47 CDC light surveillance trap nights set for the program during the 2023 season. These traps collected a total of 22,405 mosquitoes. There was an average of 476 mosquitoes caught per trap per night and an average 306 *Culex spp.* mosquitoes per trap per night. The composition of mosquitoes collected was 33% *Aedes/Ochlerotatus spp.*, 0.1% *Anopheles spp.*, 64% *Culex spp.*, and 2.4% *Culiseta spp.*

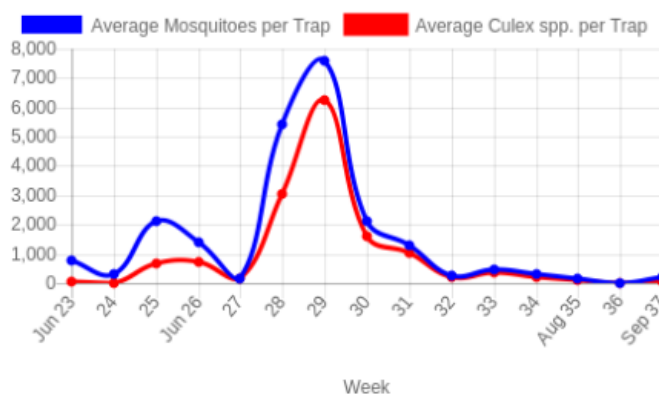
2023 Light Trap Composite Data

Total number of trap/nights set:	47
Total number of mosquitoes collected:	22,405.0
Average mosquitoes per trap/night:	476.7
Average Culex per trap/night:	305.6

Species collected and abundance:

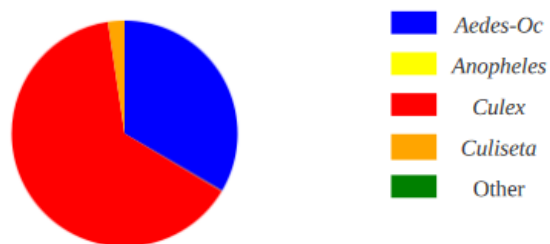
<i>Aedes dorsalis</i>	1,206.0	5.4%
<i>Aedes hendersoni</i>	1.0	0.0%
<i>Aedes increpitus</i>	7.0	0.0%
<i>Aedes melanimon</i>	315.0	1.4%
<i>Aedes nigromaculis</i>	18.0	0.1%
<i>Aedes trivittatus</i>	4.0	0.0%
<i>Aedes vexans</i>	5,946.0	26.5%
<i>Anopheles freeborni</i>	16.0	0.1%
<i>Culex pipiens</i>	484.0	2.2%
<i>Culex salinarius</i>	126.0	0.6%
<i>Culex tarsalis</i>	13,753.0	61.4%
<i>Culiseta inornata</i>	529.0	2.4%

Seasonality



Genus Proportions:

Genus	Number	Percent of Total
<i>Aedes/Ochlerotatus</i>	7,497	33.5%
<i>Anopheles</i>	16	0.1%
<i>Culex</i>	14,363	64.1%
<i>Culiseta</i>	529	2.4%
Other	0	0.0%



2023 West Nile Virus Season

Background

West Nile Virus (WNV) was first identified in Uganda in 1937. Since that time, activity has been documented throughout Africa, Europe, West and Central Asia, and areas of the Middle East. The virus made its first appearance to North America in 1999 when it was documented in New York City. WNV comes from a family of viruses known as Flaviviridae and is closely related to viruses which can have severe effects on both humans and animals such as Japanese Encephalitis and St. Louis encephalitis.



WNV has a wide range of symptoms which can range from mild flu like symptoms to death. Of humans affected, nearly 80% will show no symptoms at all. Most people who do show symptoms will usually suffer from flu like symptoms. However, approximately 1% of people will develop much more severe symptoms including meningitis (inflammation of the linings surrounding the brain and spinal cord), encephalitis (inflammation of the brain), or very rarely poliomyelitis which can cause paralysis in parts of the body.

Since the introduction of WNV to the United States, the virus has made a complete westward expansion to the West Coast. Starting in the Northeastern parts of the United States, the virus steadily progressed through the South, the Midwest, the Rocky Mountain region, and now the Western States. WNV activity has been documented in all US states except Alaska and Hawaii. This extensive distribution is due to the ability of the virus to establish and persist in the wide variety of ecosystems present across the country. WNV has been detected in 65 different mosquito species in the U.S., though it appears that only a few *Culex* species drive epizootic and epidemic transmission.

Although West Nile virus has been endemic to the United States since 1999, researchers continue to seek an understanding for some of the factors which contribute to region specific spikes in vector abundance and human risk. We still do not understand why some humans develop West Nile fever while other infections develop into more serious West Nile encephalitis or West Nile meningitis cases. Additionally, physicians and researchers continue to seek answers to the variable recovery times and occurrence of deaths that result with some infections. WNV has expanded to the point that it can now be found in all 48 contiguous states and has produced two additional, large nationwide epidemics in 2003 and 2012.

Colorado first saw activity of the virus late in the summer of 2002. In 2003 Colorado was the hardest hit state in the country, compiling 2,947 human cases and 63 deaths, most of which occurred along the Front Range. By 2004 most of the cases shifted to the Western Slope and the state totaled 291 cases with 4 deaths (Mesa County). West Nile Virus has been present in Colorado ever since.

As West Nile Virus is endemic to Colorado, all residents should always be encouraged to take personal protective measures during the season, such as draining water from properties, avoiding the outdoors at dawn and dusk when possible, and defending themselves by wearing repellent and dressing appropriately with pants and long sleeves.

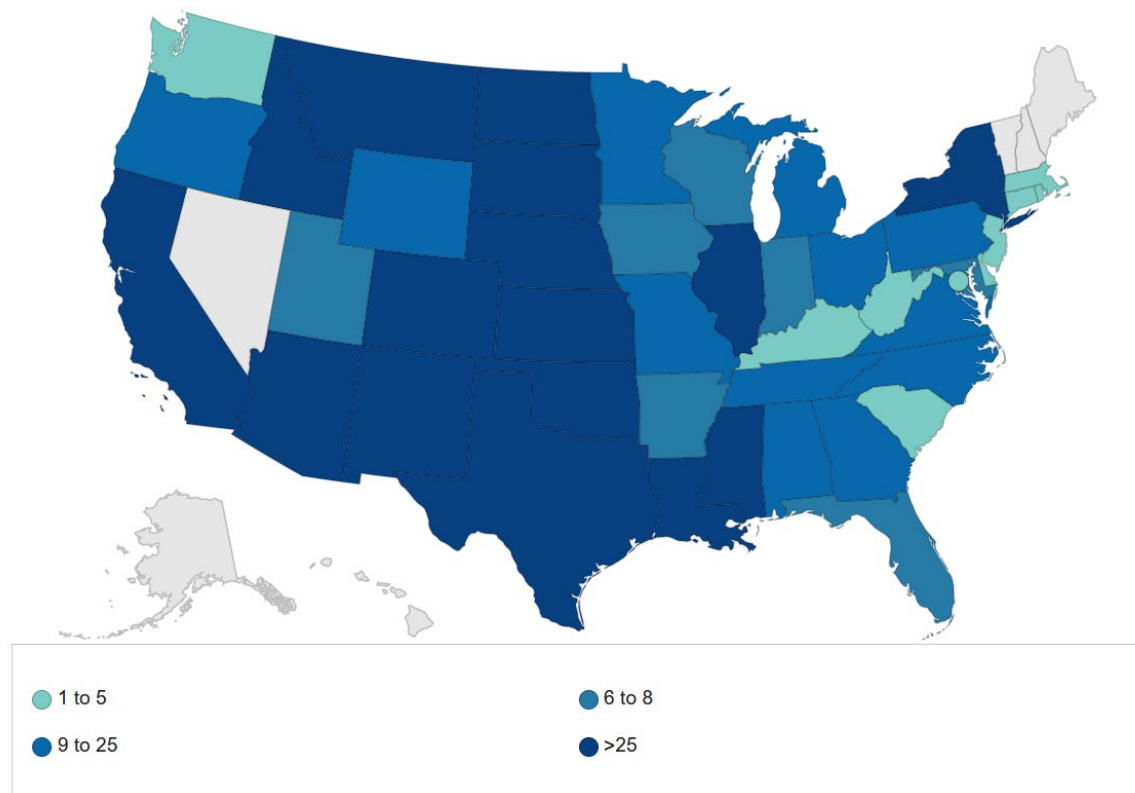


2023 West Nile Virus Season - United States

As of October 13th, 2023, a total of 45 states and the District of Columbia have reported West Nile virus infections in people, birds, or mosquitoes in 2023. Overall, 1,776 human cases of West Nile virus disease across 45 states have been reported to the Centers for Disease Control and Prevention (CDC). 1,154 are reported to be neuroinvasive. Non-human West Nile virus activity (mosquitoes, birds, or sentinel animals) has been reported in 48 states.

As of the same date in 2022, a total of 41 states had reported 656 human cases of WNV and 46 deaths. Ultimately 42 states reported 1,132 human cases, 862 hospitalizations and 93 deaths in 2022. 827 cases were neuroinvasive. Last year ranked 15th in deaths and 16th in overall cases since WNV was first reported in the US in 1999.

West Nile virus human disease cases reported by state of residence, 2023



<https://www.cdc.gov/westnile/statsmaps/current-season-data.html>

2023 West Nile Virus Season - Colorado

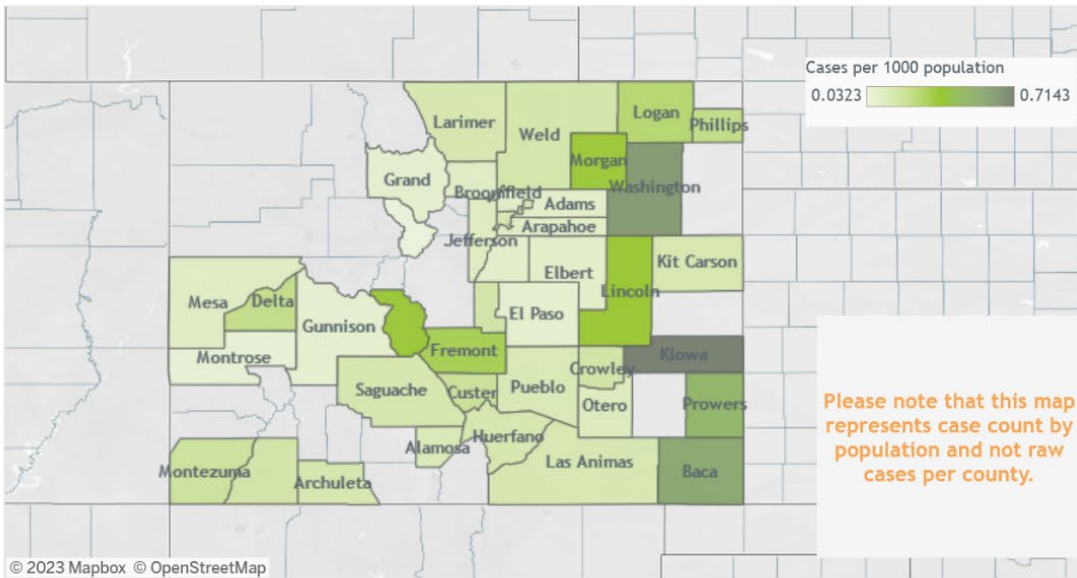
The Colorado Department of Public Health & Environment (CDPHE) began testing mosquito samples in early June. As of October 11th, there have been 192 West Nile virus positive mosquito pools across the Colorado counties of Adams (2), Arapahoe (7), Boulder (22), Delta (3), Denver (5), Jefferson (1), La Plata (1), Larimer (134), Pueblo (2), and Weld (15).

There have been 582 reported human cases in Adams (41), Alamosa (2), Arapahoe (54), Archuleta (2), Baca (2), Boulder (29), Broomfield (4), Chaffee (7), Crowley (1), Custer (1), Delta (7), Denver (93), Douglas (26), El Paso (45), Elbert (2), Fremont (15), Grand (1), Gunnison (1), Huerfano (1), Jefferson (57), Kiowa (1), Kit Carson (1), La Plata (9), Larimer (50), Las Animas (2), Mesa (14), Montezuma (5), Montrose (2), Morgan (10), Otero (2), Philips (1), Prowers (6), Pueblo (22), Saguache (1), Summit (1), Teller (4), Washington (3), and Weld (49) counties. CDPHE currently reports 356 cases requiring hospitalization and 43 fatalities. 298 cases had neurological symptoms.

There were 206 cases and 20 deaths in 2022, placing it at 5th for overall cases, and 3rd in deaths since WNV first became reportable in Colorado in 2003. That year 66 deaths were reported. With 43 deaths currently, 2023 will rank at least 2nd.

Case Map and Demographics

People affected by West Nile virus per 1000 population by county of residence, 2023



Age distribution of people affected by West Nile virus

Avg. Age	59
Median Age	62
Max. Age	94
Min. Age	0

Number of people affected by reported sex

Female	230
Male	352

Number of people affected per county

Adams	Alamosa	Arapahoe	Archuleta	Baca	Boulder	Broomfield	Chaffee	Crowley	Custer	Delta	Denver	Douglas	El Paso	Elbert	Fremont	Grand	Gunnison	Huerfano	Jefferson	Kiowa	Kit Carson	La Plata	Larimer	Las Animas	Lincoln	Logan	Mesa	Montezuma	Montrose	Morgan	Otero	Phillips	Prowers	Pueblo	Saguache	Summit	Teller	Washington	Weld
41	2	54	2	2	29	4	7	1	1	7	93	26	45	2	15	1	1	1	57	1	1	9	50	2	2	6	14	5	2	10	2	1	6	22	1	1	4	3	49
7%	0%	9%	0%	0%	5%	1%	1%	0%	0%	1%	###	4%	8%	0%	3%	0%	0%	0%	###	0%	0%	2%	9%	0%	0%	1%	2%	1%	0%	2%	0%	0%	1%	4%	0%	0%	1%	1%	8%

(Denver 16%, Jefferson 10%)

People affected by West Nile virus 2023

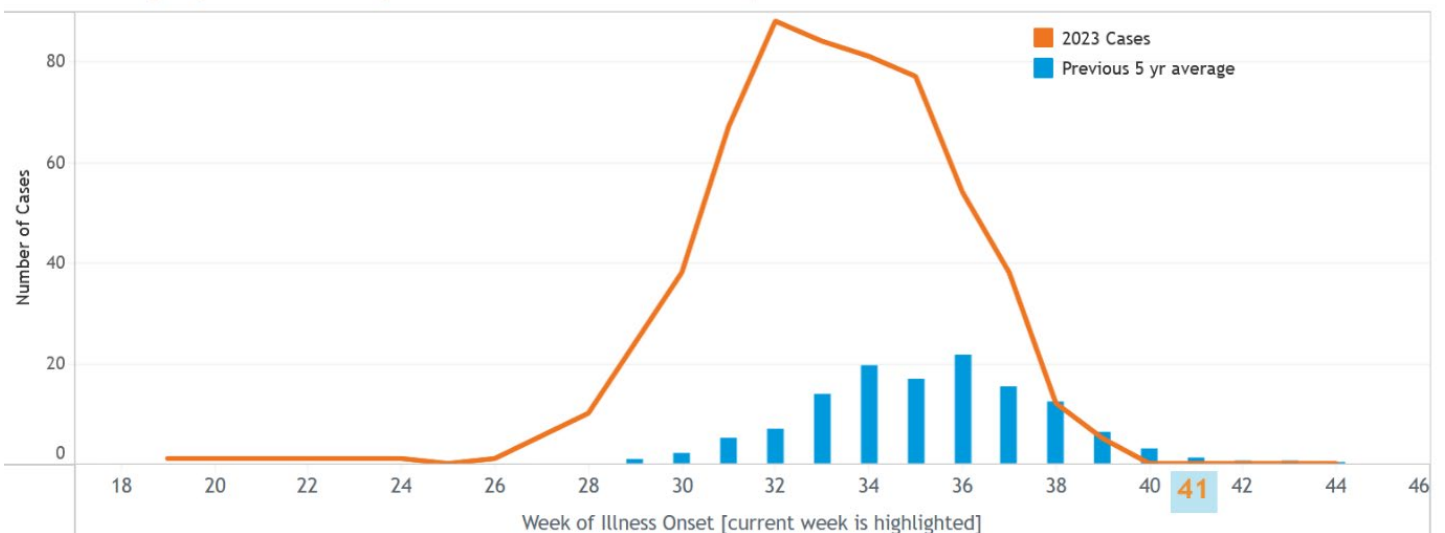
People affected:
582

Affected people who died: 43

Affected people with neurologic symptoms: 298

Affected people requiring hospitalization: 356

Number of people affected by West Nile virus in Colorado, 2023



<https://cdphe.colorado.gov/animal-related-diseases/west-nile-virus/west-nile-virus-data>

2023 Larval Control Operations

Years of research and practical experience have shown that the most effective way to control mosquito populations is through an aggressive Integrated Pest Management (IPM) approach. This approach aims at using a variety of concepts, tools, and products to reduce a pest population to tolerable levels. Translating these ideas to mosquito control, VDCI has found the most environmentally and economically sound approach is through targeting the aquatic larval stage of the mosquito. Targeting this stage prevents the emergence of the adult mosquito and thus the inevitable result of disease and nuisance. In Colorado over 90% of VDCI operational efforts are focused on larval control.

Larval mosquito control can be achieved in several ways including biological, biochemical, chemical, and mechanical means. Although there are a variety of methods for reducing larval populations, some options may have greater consequences than benefits. Mechanical or habitat modification is a technique which may be used, but the area to be modified and the extent to which the work will affect the surrounding area must be carefully assessed. Permanent ecological damage may occur if extensive habitat change has taken place.

VDCI's favored method of larval mosquito control is through bacterial biological larvicide products. The main product used by VDCI has an active ingredient that is a variety of bacteria (*Bacillus thuringiensis* var. *israeliensis*). Bti as it is known has become the cornerstone of mosquito control programs throughout the world. The benefits include its efficacy and lack of environmental impacts. When used properly successful control without impact to aquatic invertebrates, birds, mammals, fish, amphibians, reptiles or humans can be achieved. A broad label allows for the use of the product in many natural and manmade habitats. Another bacterial product closely related to Bti is *Bacillus sphaericus* (Bs). In addition to the benefits of Bti, Bs is a true biological control agent in that it remains in the water column through multiple broods, or generations, of mosquitoes. Unfortunately, the residual benefit of the control comes at a cost in price and is only effective under very specific conditions and mosquito species.

Other larval control products include an insect growth regulator (methoprene) and a special mineral oil blend. Methoprene is a synthetic copy of a juvenile growth hormone in larval mosquitoes. The hormone prevents normal development of the adult mosquito in the pupal stage eventually causing death. While a good control product, the high cost makes it a poor candidate to be the predominant product in a large-scale program.



area. Of these individual inspections, 77% sites were wet and 49% were producing mosquito larvae. VDCI technicians applied 31.5 lbs. of VectoBac G (*Bti*) and 10.5 lbs. of Altosid XRG (S-Methoprene) to 8.1 acres of breeding habitat.



Pre-season larval control work involved ground truthing GIS maps as well as remapping areas where new development and altered landscapes occurred. The hiring of seasonal field technicians began in April and continued into July. VDCI began larval site inspections the first full week in May and VDCI's new technician classroom and field training was conducted during the week of May 21st. Additional field training by VDCI management and veteran employees lasted through May and full-time field activities were in effect by early June. Many sites were selected for monthly and/or residual larvicide treatments.

In 2023, Vector Disease Control International performed 58 larval site inspections at active breeding sites throughout the program

2023 Adult Mosquito Control Operations

VDCI's goal is to provide all residents with the best options for safe, effective, modern mosquito management. While the primary emphasis of our mosquito management program is to control mosquitoes in the larval stage, this environmentally focused program maintains adulticiding as a final resort when adult mosquito populations surpass nuisance or risk thresholds. Mosquito surveillance results are used to make data driven decisions regarding areas that need to be sprayed for adult mosquito control. Such spraying is targeted to specific sectors determined by said data thereby reducing the size and frequency of spraying a given area.

VDCI uses all available data from CDC light traps, Mosquito Hotline annoyance calls, and field technician reports to focus adult mosquito control efforts on specific, very limited "targeted" areas. In parts of the community where high numbers of mosquito annoyance calls are received, "floater" CDC light traps are set to evaluate adult population levels and species make-up. In most cases, a direct correlation is evident between areas with high complaint calls and high trap counts. While this correlation allows us to focus adult control in these areas, the emphasis is placed on finding the source of breeding and continued larval control measures.

VDCI uses state of the art technology, calibrated application timing, and least-toxic products to minimize all non-target impact. All adult mosquito control is accomplished using calibrated Ultra Low Volume (ULV) equipment and performed after dusk. This type of equipment produces droplets averaging 12 microns in diameter and allows for a minimal amount of product to be put into the environment. These treatments take place in the evening when mosquitoes are flying in greater numbers and non-target activity is greatly reduced. Using this application technique, the overall goal of minimal environmental impact and effective adult control is achieved in the targeted area. VDCI utilizes the water-based product Aqua Perm-X UL 30-30 for ULV adult mosquito control. This uses the highly effective pyrethroid Permethrin as the active ingredient, while the water-base provides a much more environmentally sound solution to traditional oil-based adulticides. Daytime backpack barrier applications using the product Talstar Pro and utilizing the pyrethroid Bifenthrin are also effective in controlling adult mosquitoes.

Various thresholds, usually 100 or more adult mosquitoes per trap, are used to trigger ULV adulticide applications. Additionally, a continuing weekly evaluation of several factors is utilized to determine if a neighborhood or spray zone requires ULV adulticide applications. These factors include: current weekly trap species diversity and abundance (*Aedes* vs. *Culex* spp.), previous weekly trap species diversity and abundance (*Aedes* vs. *Culex* spp.), declining or increasing trap diversity and abundance (*Aedes* vs. *Culex* spp.), the volume of resident annoyance calls from a given area, human population density in the trap vicinity, and WNV activity in the area.

In 2023, VDCI sprayed 220.2 linear miles within the City of Fort Lupton.



Public Relations and Education

VDCI provides strong Public Outreach and Education Programs to residents in all communities we service. Citizen complaints, inquiry, information and satisfaction surveys can aid in evaluating the effectiveness of a program. VDCI constantly looks for ways to better serve the communities we work with and encourages both the citizen and local media involvement to increase the effectiveness of our programs. We have clearly demonstrated that commitment and belief by proactively serving our contracted communities with numerous innovative programs, activities and services.

Customer service is always a high priority for VDCI. We take pride in training every technician so that they have the knowledge to provide residents with the correct answers to their questions. Each field technician spends part of their day responding to resident concerns in their work area. This in-field customer service personalizes the mosquito control program, provides VDCI with local information on mosquito activity and presents a valuable opportunity to educate our residents about mosquito biology and control.

MosquitoLine™

VDCI maintains a toll-free telephone for Colorado, (877) 276-4306 as well as two local lines, (303) 428-5908 and (303) 466-1892 to accept calls from the public concerning:

- ✧ Information requests about mosquito biology and source reduction of mosquito habitats
- ✧ Information on program components, operations and monitoring
- ✧ Personal protection options for mosquito annoyances and West Nile virus risk and activity
- ✧ Reports about mosquitoes, possible larval mosquito habitats and larviciding requests
- ✧ Request notification or ULV shut-off when adulticide spraying is planned in their neighborhood
- ✧ Request health and safety information about mosquito control operations and pesticide products used

VDCI provides the Mosquito Hotline to residents to reduce workload by municipal personnel. This enables direct communication and response by mosquito control employees to resident concerns about West Nile virus and larval site activity and treatment. VDCI maintains a log of calls received and will summarize call activity in monthly and annual reports.

In 2023 VDCI received 3 phone calls from residents within the program area.



Appendix A: Individual Light Trap Summaries

FL-11

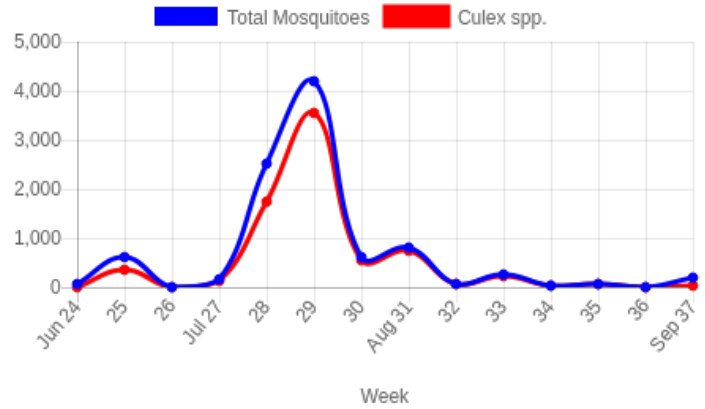
Season: 05/01/2023 - 09/30/2023
 Trap Type: CDC Light Trap
 Location: Fort Lupton North
 GPS: 40.11634988909141, -104.81380015611649

Total number of trap/nights set: 12.0
 Total number of mosquitoes collected: 9,494.0
 Average mosquitoes per trap/night: 791.2
 Average Culex per trap/night: 620.9

Species collected and abundance:

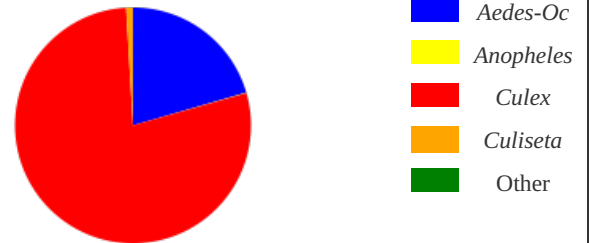
<i>Aedes dorsalis</i>	283.0	3.0%
<i>Aedes hendersoni</i>	1.0	0.0%
<i>Aedes melanimon</i>	35.0	0.4%
<i>Aedes nigromaculis</i>	1.0	0.0%
<i>Aedes vexans</i>	1,629.0	17.2%
<i>Anopheles freeborni</i>	6.0	0.1%
<i>Culex pipiens</i>	149.0	1.6%
<i>Culex salinarius</i>	9.0	0.1%
<i>Culex tarsalis</i>	7,293.0	76.8%
<i>Culiseta inornata</i>	88.0	0.9%

Seasonality



Genus Proportions:

Genus	Number	Percent of Total
<i>Aedes/Ochlerotatus</i>	1,949.0	20.5%
<i>Anopheles</i>	6.0	0.1%
<i>Culex</i>	7,451.0	78.5%
<i>Culiseta</i>	88.0	0.9%
Other	0.0	0.0%



FL-12

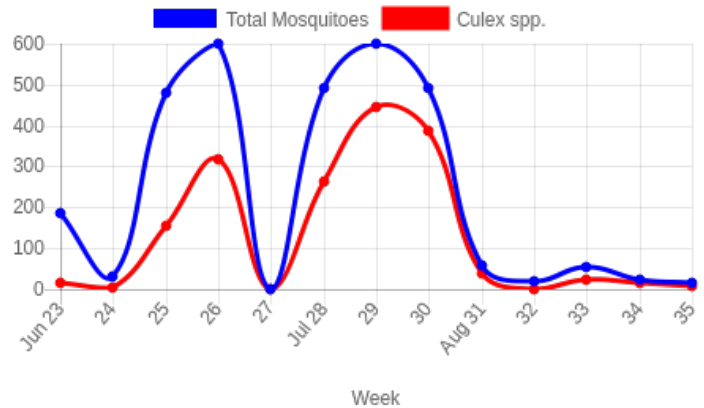
Season: 05/01/2023 - 09/30/2023
 Trap Type: CDC Light Trap
 Location: Ft. Lupton Central 8th & Broadway
 GPS: 40.086768176488185, -104.81736749410629

Total number of trap/nights set: 12.0
 Total number of mosquitoes collected: 3,049.0
 Average mosquitoes per trap/night: 254.1
 Average Culex per trap/night: 139.3

Species collected and abundance:

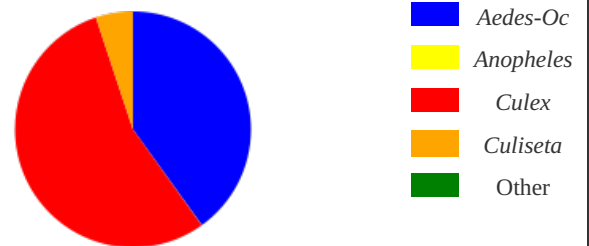
<i>Aedes dorsalis</i>	188.0	6.2%
<i>Aedes increpitus</i>	4.0	0.1%
<i>Aedes melanimon</i>	96.0	3.1%
<i>Aedes nigromaculis</i>	2.0	0.1%
<i>Aedes trivittatus</i>	2.0	0.1%
<i>Aedes vexans</i>	930.0	30.5%
<i>Anopheles freeborni</i>	1.0	0.0%
<i>Culex pipiens</i>	35.0	1.1%
<i>Culex salinarius</i>	26.0	0.9%
<i>Culex tarsalis</i>	1,610.0	52.8%
<i>Culiseta inornata</i>	155.0	5.1%

Seasonality



Genus Proportions:

Genus	Number	Percent of Total
<i>Aedes/Ochlerotatus</i>	1,222.0	40.1%
<i>Anopheles</i>	1.0	0.0%
<i>Culex</i>	1,671.0	54.8%
<i>Culiseta</i>	155.0	5.1%
Other	0.0	0.0%



FL-13

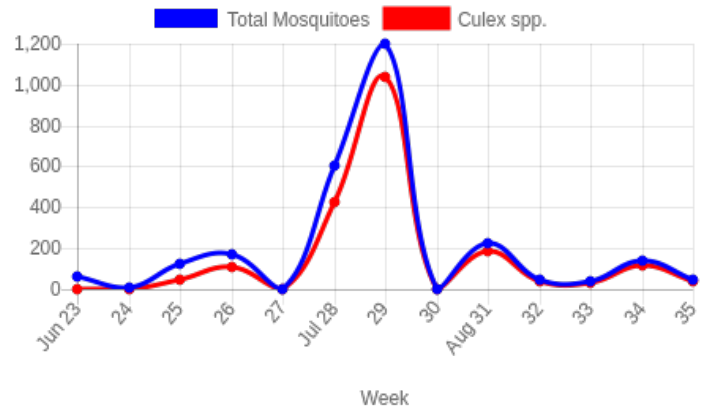
Season: 05/01/2023 - 09/30/2023
 Trap Type: CDC Light Trap
 Location: Ft. Lupton East Coyote Creek
 GPS: 40.08308690551605, -104.79650694876909

Total number of trap/nights set: 11.0
 Total number of mosquitoes collected: 2,656.0
 Average mosquitoes per trap/night: 241.5
 Average Culex per trap/night: 185.1

Species collected and abundance:

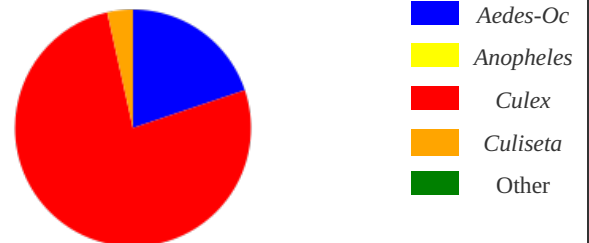
<i>Aedes dorsalis</i>	135.0	5.1%
<i>Aedes melanimon</i>	26.0	1.0%
<i>Aedes nigromaculis</i>	13.0	0.5%
<i>Aedes vexans</i>	353.0	13.3%
<i>Culex pipiens</i>	105.0	4.0%
<i>Culex salinarius</i>	10.0	0.4%
<i>Culex tarsalis</i>	1,921.0	72.3%
<i>Culiseta inornata</i>	93.0	3.5%

Seasonality



Genus Proportions:

Genus	Number	Percent of Total
<i>Aedes/Ochlerotatus</i>	527.0	19.8%
<i>Anopheles</i>	0.0	0.0%
<i>Culex</i>	2,036.0	76.7%
<i>Culiseta</i>	93.0	3.5%
Other	0.0	0.0%



FL-14

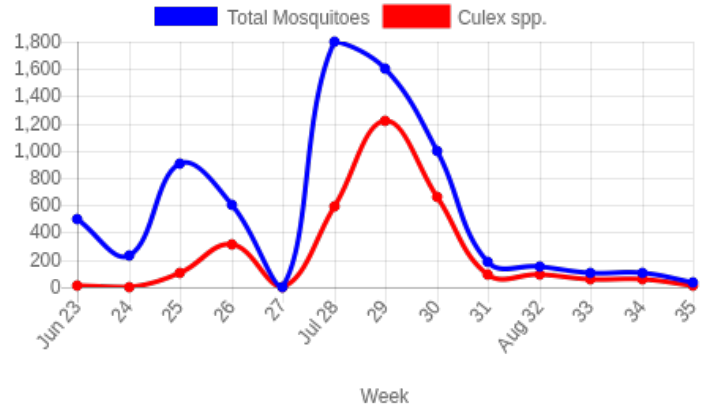
Season: 05/01/2023 - 09/30/2023
 Trap Type: CDC Light Trap
 Location: Ft. Lupton South Lone Pine Park
 GPS: 40.07262968665889, -104.81764946132898

Total number of trap/nights set: 12.0
 Total number of mosquitoes collected: 7,206.0
 Average mosquitoes per trap/night: 600.5
 Average Culex per trap/night: 267.1

Species collected and abundance:

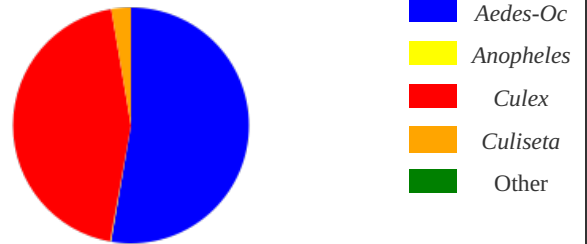
<i>Aedes dorsalis</i>	600.0	8.3%
<i>Aedes increpitus</i>	3.0	0.0%
<i>Aedes melanimon</i>	158.0	2.2%
<i>Aedes nigromaculis</i>	2.0	0.0%
<i>Aedes trivittatus</i>	2.0	0.0%
<i>Aedes vexans</i>	3,034.0	42.1%
<i>Anopheles freeborni</i>	9.0	0.1%
<i>Culex pipiens</i>	195.0	2.7%
<i>Culex salinarius</i>	81.0	1.1%
<i>Culex tarsalis</i>	2,929.0	40.6%
<i>Culiseta inornata</i>	193.0	2.7%

Seasonality



Genus Proportions:

Genus	Number	Percent of Total
<i>Aedes/Ochlerotatus</i>	3,799.0	52.7%
<i>Anopheles</i>	9.0	0.1%
<i>Culex</i>	3,205.0	44.5%
<i>Culiseta</i>	193.0	2.7%
Other	0.0	0.0%



Appendix B: Adulticide Application Data



Ground Adulticide Applications

Start Date: 05/01/2023 End Date: 09/30/2023

Fort Lupton, CO

Month	Date	Municipality	Chemical	Mix Ratio	Trip Miles	Spray Miles	Spray Acres	Gallons Sprayed	
FL Fort Lupton Central Applications									
June 2023	06/09/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	7.1	5.3	190.9	1.5	
	06/15/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	1.4	0.9	31.3	0.2	
July 2023	07/06/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:5	7.1	5.2	190.5	1.8	
	07/13/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	7.9	5.3	192.0	1.5	
	07/20/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	7.3	5.6	202.5	2.1	
	07/28/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	7.3	4.9	178.2	1.4	
August 2023	08/03/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	7.7	4.5	165.1	1.3	
September 2023	09/07/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	7.3	5.3	193.4	1.5	
Total Aqua Perm-X UL 30-30 (General Use) Applied:								11.1	
June 2023	06/29/2023		PermaSease UC (General Use) (53883-459-86291)	1:5	7.8	6.1	220.3	1.7	
		Total PermaSease UC (General Use) Applied:							1.7
		FL Fort Lupton Central Totals:					60.7	43.0	1,564.2

FL Fort Lupton East Applications

Vector Disease Control International
7230 W. 118th Pl Unit C
Broomfield, CO 80020

Month	Date	Municipality	Chemical	Mix Ratio	Trip Miles	Spray Miles	Spray Acres	Gallons Sprayed
June 2023	06/15/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	14.6	11.4	415.6	3.2
July 2023	07/06/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:5	15.9	11.2	408.0	3.2
	07/13/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	24.1	15.2	551.9	4.2
	07/20/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	22.6	15.9	577.0	6.3
	07/28/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	23.4	16.1	584.3	4.5
August 2023	08/03/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	22.4	15.2	551.2	4.2
	08/24/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	17.9	14.8	538.9	4.1
September 2023	09/07/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	22.4	14.8	539.2	4.1
<i>Total Aqua Perm-X UL 30-30 (General Use) Applied:</i>								<i>33.8</i>
June 2023	06/29/2023		PermaSease UC (General Use) (53883-459-86291)	1:5	14.8	11.2	408.0	3.1
<i>Total PermaSease UC (General Use) Applied:</i>								<i>3.1</i>
<i>FL Fort Lupton East Totals:</i>					<i>178.1</i>	<i>125.8</i>	<i>4,574.1</i>	<i>36.9</i>

FL Fort Lupton South Applications								
June 2023	06/09/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	6.1	4.7	170.9	1.3
	06/15/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	6.8	5.0	180.0	1.4
July 2023	07/06/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:5	6.3	4.8	175.3	1.3
	07/13/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	6.3	4.7	170.2	1.3

Vector Disease Control International
7230 W. 118th Pl Unit C
Broomfield, CO 80020

Month	Date	Municipality	Chemical	Mix Ratio	Trip Miles	Spray Miles	Spray Acres	Gallons Sprayed
August 2023	07/20/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	6.2	4.6	168.4	1.8
	07/28/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	6.8	5.0	182.5	1.4
	08/03/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	6.0	4.7	172.0	1.3
	08/10/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	6.1	4.7	170.5	1.3
	08/17/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	0.8	0.8	28.0	0.2
September 2023	09/07/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	6.2	4.8	175.6	1.3
<i>Total Aqua Perm-X UL 30-30 (General Use) Applied:</i>								<i>12.7</i>
June 2023	06/29/2023		PermaSease UC (General Use) (53883-459-86291)	1:5	6.5	5.0	181.4	1.4
<i>Total PermaSease UC (General Use) Applied:</i>								<i>1.4</i>
<i>FL Fort Lupton South Totals:</i>					<i>64.3</i>	<i>48.8</i>	<i>1,774.7</i>	<i>14.1</i>

FL Pearson Park Applications								
August 2023	08/10/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	0.7	0.7	23.6	0.2
	08/17/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	0.8	0.8	28.0	0.2
<i>Total Aqua Perm-X UL 30-30 (General Use) Applied:</i>								<i>0.4</i>
<i>FL Pearson Park Totals:</i>					<i>1.5</i>	<i>1.4</i>	<i>51.6</i>	<i>0.4</i>

FL South Platte Valley Historical Society Applications								
September 2023	09/07/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	0.7	0.7	25.8	0.2
<i>Total Aqua Perm-X UL 30-30 (General Use) Applied:</i>								<i>0.2</i>

Vector Disease Control International
7230 W. 118th Pl Unit C
Broomfield, CO 80020

Month	Date	Municipality	Chemical	Mix Ratio	Trip Miles	Spray Miles	Spray Acres	Gallons Sprayed
<i>FL South Platte Valley Historical Society Totals:</i>					0.7	0.7	25.8	0.2
FL ULV Koshio Park Applications								
July 2023	07/31/2023		Aqua Perm-X UL 30-30 (General Use) (89459-76)	1:4	0.4	0.4	14.2	0.1
<i>Total Aqua Perm-X UL 30-30 (General Use) Applied:</i>								0.1
<i>FL ULV Koshio Park Totals:</i>					0.4	0.4	14.2	0.1
<i>Grand Totals:</i>					305.7	220.2	8,004.7	64.5

Appendix C: Service Requests



Service Request Report

Start Date: 05/01/2023 **End Date:** 09/30/2023

Date	Contract	Locality	Contact Info
2023-06-05	Fort Lupton, CO	FL-01 City of Fort Lupton	Huy 105 Dales Pl Fort Lupton
Call Mosquito report Description/Instructions: Standing water in ditch by highway 52 Fogged Fort Lupton 6/9 Sent tech to check out area Resolution: No Action Required			
2023-06-06	Fort Lupton, CO	FL-01 City of Fort Lupton	Manuel Lujas 135 7th St Fort Lupton
Call Mosquito report Description/Instructions: Fogged Fort Lupton 6/9 Resolution: No Action Required			
2023-08-10	Fort Lupton, CO	FL-01 City of Fort Lupton	Carrie McBroom Coyote Creek Fort Lupton
Call Called because she didn't see the fogging truck come down her cul-de-sac as usual Description/Instructions: Checked truck GPS, reassured her that we did in fact go down the cul-de-sac as usual when fogging Resolution: No Action Required			



Upcoming Events

February 21, 2024 Welcome Wednesday- Community Development Office
1200 Dexter St. Unit W13, 7:30 a.m.- 9:00 a.m.

March 6, 2024 Coffee with a Cop
Hard Bean Coffee, 107 Dales Place, 8:00 a.m.

March 30, 2024 Easter Egg Hunt – Pearson Park, 12285 State Hwy 52, Fort
Lupton, CO 80621, 9:00 a.m.