



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, March 19, 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

Call to Order

Pledge of Allegiance

Roll Call

Proclamation

- a. United Power 85th Anniversary Proclamation
- b. 2023 Arbor Day Proclamation

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

Approval of Agenda

Review of Accounts Payables

- a. March 19, 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. Second Reading Ordinance 2024-1163 Revising Sections 13-25 Separate Connections Required (Sewer) and 13-86 Separate Connections Required (Water) of the Fort Lupton Municipal Code
- b. AM 2024-051 Approving the Installation of Cameras at the Recreation Center to Cover Parking Areas and Parks for an Amount Not to Exceed \$64,837.85
- c. AM 2024-052 Approve the Estimated 2024 Payment to Northern Colorado Water Conservation District (NCWCD) for Windy Gap Carriage Assessment Paid from the Utility Fund for an Amount Not to Exceed 281,405.16
- d. AM 2024-053 Approving the Addition of Axon Fleet 3 to Vehicles Purchased for 2024
- e. AM 2024-054 Adopting the Revised Memorandum of Understanding Between the City of Fort Lupton and the Weld RE-8 School District Regarding the School Resource Officer Program
- f. AM 2024-056 Accepting a Proposal from Vortex Aquatics Structures International for the Purchase of Abrio No. 6 for an Amount Not to Exceed \$88,741.90 to be Paid from the Capital Improvements Budget

Action Memorandum

- a. AM 2024-055 Approving an Ordinance Authorizing USDA Interim Loan Financing Through COBank, ACB for \$23,839,000 for the Construction of the Metro Force Main and Lift Station

- b. AM 2024-057 Approving a Resolution Opposing House Resolution 3372: Allowing Longer and Heavier Trucks on Federal Highways
- c. AM 2024-058 Approve Change Order Number 1 to Contract Agreement with Dkota Ventures LLC, dba CU Onsite Solutions for 2023 Concrete and Asphalt Repairs Project for an Amount Not to Exceed \$150,000 from the Street Sales Tax Fund
- d. AM 2024-059 Award of Contract to De Falco Construction Company for an Amount Not to Exceed \$1,892,487.76 for the Harrison Avenue Reconstruction Project Phase 2 from the Street Sales Tax Fund

Staff Reports

Mayor/Council Reports

Future City Events

- a. March 19, 2024 Upcoming Events

Upcoming Meetings

- a. March 26, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
April 2, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
April 9, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
April 16, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Executive Session "To consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f)." Police Department
Personnel Planning

Adjourn

United Power 85th Anniversary Proclamation

WHEREAS, United Power celebrates 85 years of providing cooperative electric service to residential, agricultural, and business members along Colorado's northern front range this year; and

WHEREAS, the rural electric movement prompted to action the innovative and pioneering spirit that built United Power, the locally-owned, not-for-profit electric cooperative powering our community and its residents; and

WHEREAS, United Power has remained steadfast in its dedication to providing reliable, affordable, and sustainable electricity to our citizens, contributing significantly to our region's growth and prosperity; and

WHEREAS, the eighty-fifth anniversary of United Power symbolizes a remarkable milestone in our shared history illustrating the hard work, vision, and dedication of its founders, leaders, employees, and members who have contributed to its success and had a positive impact on the lives of our citizens; and

WHEREAS, the cooperative principles guiding United Power, which emphasize democratic member control, member participation, and community engagement, have fostered a spirit of collaboration with City of Fort Lupton; and

WHEREAS, United Power has been a longstanding and trusted energy advisor, offering resources and rebates to local citizens to help them save energy, and supporting local businesses with their unique energy needs; and

WHEREAS, the electric cooperative continues to innovate and adapt to meet the evolving needs of our community, embracing new technologies and practices to enhance efficiency, resilience, and environmental stewardship; and

WHEREAS, Fort Lupton and its 3,900 of meters served by United Power, have benefitted from the values of cooperation, stewardship, and community engagement;

NOW, THEREFORE, I, Zo Hubbard, on behalf of the City of Fort Lupton, proclaim April 2024 as United Power Month in recognition of United Power's 85th anniversary. I hereby urge all citizens to join me in congratulating United Power. We celebrate this milestone and express our gratitude to the electric cooperative for its enduring contributions to our community.

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

Zo A. Hubbard, Mayor
19 March 2024



OFFICIAL PROCLAMATION

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

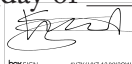
WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Zo Hubbard, Mayor of the City of Fort Lupton, do hereby proclaim April 28, 2023 as **ARBOR DAY** In the City of Fort Lupton, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 13th day of April, 2024

Mayor  back SIGN 10760672-13.000206

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 03/06/2024 - 03/19/2024

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	03/12/2024	Regular	0.00	51.12	86434
102618/1	Invoice	02/08/2024	GOLF-ENTRY KNOB-PRO SHOP	0.00	19.99	
102792/1	Invoice	02/23/2024	GOLF-FIRE EXTINGUISHER BRACKETS-MAI...	0.00	1.00	
102842/1	Credit Memo	02/26/2024	GOLF-CREDIT FOR RETURNED ENTRY KNOB..	0.00	-19.99	
102880/1	Invoice	02/28/2024	GOLF-KEY SCHLAGE -PRO SHOP	0.00	8.97	
102881/1	Invoice	02/28/2024	GOLF-ALKALINE BATTERIES-PRO SHOP	0.00	29.97	
102925/1	Invoice	03/04/2024	GOLF-VELCRO/SCREEN SPLINE-PRO SHOP	0.00	11.18	
000028	ACUSHNET COMPANY	03/12/2024	Regular	0.00	61.16	86435
917331198	Invoice	02/27/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	61.16	
002254	ADIDAS AMERICA INC	03/12/2024	Regular	0.00	2,993.59	86436
6150257092-1	Credit Memo	08/01/2023	GOLF-MERCHANDISE CREDIT-PRO SHOP	0.00	-731.92	
6160358111	Invoice	10/06/2023	GOLF-ULT365 PANT-PRO SHOP	0.00	42.50	
6160360548	Invoice	10/07/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	42.50	
6160962912	Invoice	02/24/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	938.78	
6160980041	Invoice	02/27/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	1,267.73	
6160986917	Invoice	02/28/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	1,434.00	
000160	BREAKTHRU BEVERAGE COLORADO	03/12/2024	Regular	0.00	824.39	86437
114621370	Invoice	02/29/2024	GOLF-BEVERAGES-PRO SHOP	0.00	824.39	
000183	CALLAWAY GOLF SALES COMPANY	03/12/2024	Regular	0.00	730.62	86438
937753329	Invoice	02/27/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	255.18	
937768322	Invoice	02/28/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	475.44	
000241	CITY OF FT LUPTON-UTIL INVOICE	03/12/2024	Regular	0.00	351.25	86439
11-02490-01 FEB...	Invoice	02/29/2024	Water/Sewer Bill-Golf	0.00	218.20	
11-02521-01 FEB...	Invoice	02/29/2024	Water/Sewer Bill-Golf	0.00	91.25	
77-02145-01 FEB...	Invoice	02/29/2024	Water/Sewer Bill-Golf	0.00	41.80	
003401	CLUB PROPHET SOFTWARE, LLC	03/12/2024	Regular	0.00	760.00	86440
INV2082717	Invoice	03/01/2024	GOLF-MONTHLY SOFTWARE FEES MARCH ...	0.00	760.00	
002723	EAGLE ROCK COMPANY OF COLO	03/12/2024	Regular	0.00	697.54	86441
123336527	Invoice	03/04/2024	GOLF-BEVERAGES-PRO SHOP	0.00	162.24	
12336529	Invoice	03/04/2024	GOLF-BEVERAGES-PRO SHOP	0.00	264.40	
12342048	Invoice	03/04/2024	GOLF-BEVERAGES-PRO SHOP	0.00	102.00	
12343384	Invoice	03/04/2024	GOLF-BEVERAGES-PRO SHOP	0.00	163.80	
12350239	Invoice	03/04/2024	GOLF-BEVERAGES-PRO SHOP	0.00	5.10	
000417	EASY PICKER GOLF PRODUCTS	03/12/2024	Regular	0.00	392.72	86442
0201424-IN	Invoice	02/26/2024	GOLF-WHEEL ASSEMBLY-MAINT	0.00	392.72	
000487	FORT LUPTON PACK & SHIP	03/12/2024	Regular	0.00	29.49	86443
77876	Invoice	02/28/2024	GOLF-FED EX GROUND-PRO SHOP	0.00	29.49	
000567	HIGH COUNTRY BEVERAGE CORP	03/12/2024	Regular	0.00	1,057.30	86444
W-6741134	Invoice	03/04/2024	GOLF-BEVERAGES-PRO SHOP	0.00	1,057.30	
003120	HUDSON LOCKERS, INC	03/12/2024	Regular	0.00	205.00	86445
378	Invoice	03/02/2024	GOLF-BEEF JERKY-PRO SHOP	0.00	205.00	
002977	JOSEPH ELLIOTT USA LLC	03/12/2024	Regular	0.00	867.00	86446
23842	Invoice	03/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	867.00	
001913	LUXOTTICA OF AMERICA, INC	03/12/2024	Regular	0.00	1,337.00	86447

Council Check Report

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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	
6917663376	Invoice	02/24/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	1,337.00	
003432	PRISWING SOFTWARE LLC	03/12/2024	Regular	0.00	349.00	86448
INV2086428	Invoice	03/01/2024	GOLF-MONTHLY LICENSE FEE MARCH 2024..	0.00	349.00	
000999	SHAMROCK FOODS COMPANY	03/12/2024	Regular	0.00	949.65	86449
30359035	Invoice	02/29/2024	GOLF-FOOD/PRE-PACKAGED FOOD-PRO S...	0.00	949.65	
003200	SUNICE	03/12/2024	Regular	0.00	3,808.59	86450
U3576170	Invoice	02/26/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	3,748.67	
U4510550	Invoice	02/29/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	59.92	
001052	SWIRE COCA-COLA, USA	03/12/2024	Regular	0.00	819.09	86451
40160489036	Invoice	03/01/2024	GOLF-BEVERAGES-PRO SHOP	0.00	819.09	
001137	UNITED POWER	03/12/2024	Regular	0.00	2,554.35	86452
1194602 FEB2024	Invoice	03/05/2024	United Power	0.00	464.69	
1195001 FEB2024	Invoice	03/05/2024	United Power	0.00	1,688.88	
1195701 FEB2024	Invoice	03/05/2024	United Power	0.00	352.96	
19595600 FEB20..	Invoice	03/05/2024	United Power	0.00	25.93	
6601202 FEB2024	Invoice	03/05/2024	United Power	0.00	21.89	
001207	WESTERN DISTRIBUTING INC	03/12/2024	Regular	0.00	134.40	86453
786437	Invoice	03/01/2024	GOLF-BEVERAGES-PRO SHOP	0.00	134.40	
001638	WICKHAM TRACTOR CO	03/12/2024	Regular	0.00	51,335.43	86454
E14615-1	Invoice	03/07/2024	GC - Kubota 4WD Tractor - Golf	0.00	51,335.43	
000024	ACE HARDWARE OF FORT LUPTON	03/19/2024	Regular	0.00	548.27	86455
102935/1	Invoice	03/04/2024	GOLF-SUPPLIES-MAINT	0.00	257.54	
102960/1	Invoice	03/05/2024	GOLF-FASTENERS-MAINT	0.00	39.29	
102969/1	Invoice	03/06/2024	GOLF-TAPE, HOSE CLAMP, SUPPLIES-MAINT	0.00	36.48	
102984/1	Invoice	03/06/2024	GOLF-STRAPS-MAINT	0.00	10.44	
103021/1	Invoice	03/10/2024	GOLF-COUPPING, PEX ELBOW-MAINT	0.00	24.95	
103041/1	Invoice	03/11/2024	GOLF-SUPPLIES-MAINT	0.00	99.99	
103057/1	Invoice	03/12/2024	GOLF-IRRIGATION SUPPLIES-MAINT	0.00	33.13	
103066/1	Invoice	03/13/2024	GOLF-FASTENERS-MAINT	0.00	46.45	
000028	ACUSHNET COMPANY	03/19/2024	Regular	0.00	2,449.14	86456
917372706	Invoice	03/04/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	2,449.14	
002254	ADIDAS AMERICA INC	03/19/2024	Regular	0.00	178.00	86457
6161010744	Invoice	03/05/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	178.00	
000048	AIRGAS USA LLC	03/19/2024	Regular	0.00	19.62	86458
5506351662	Invoice	03/01/2024	GOLF-ACETYLENE AND OXYGEN-MAINT	0.00	19.62	
000183	CALLAWAY GOLF SALES COMPANY	03/19/2024	Regular	0.00	4,764.88	86459
937565720	Invoice	03/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	4,500.00	
937771198	Invoice	03/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	264.88	
000307	COMCAST CABLE COMM, LLC	03/19/2024	Regular	0.00	298.43	86460
0120790 MAR24	Invoice	03/06/2024	GOLF-PHONE/INTERNET-PRO CODE	0.00	298.43	
002723	EAGLE ROCK COMPANY OF COLO	03/19/2024	Regular	0.00	679.38	86461
12361349	Invoice	03/11/2024	GOLF-BEVERAGES-PRO SHOP	0.00	186.00	
12368240	Invoice	03/11/2024	GOLF-BEVERAGES-PRO SHOP	0.00	356.58	
12370992	Invoice	03/11/2024	GOLF-BEVERAGES-PRO SHOP	0.00	136.80	
000567	HIGH COUNTRY BEVERAGE CORP	03/19/2024	Regular	0.00	486.80	86462
W-6746623	Invoice	03/11/2024	GOLF-BEVERAGES-PRO SHOP	0.00	486.80	
002977	JOSEPH ELLIOTT USA LLC	03/19/2024	Regular	0.00	2,460.53	86463
23859	Invoice	03/15/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	1,810.14	

Council Check Report

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
24523	Invoice	03/15/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	650.39	
001913	LUXOTTICA OF AMERICA, INC	03/19/2024	Regular	0.00	831.14	86464
6917714805	Invoice	03/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	831.14	
000931	R & L TIRES	03/19/2024	Regular	0.00	35.00	86465
52214	Invoice	03/06/2024	GOLF-FLAT REPAIR-MAINT	0.00	35.00	
000991	SCNS SPORTS FOODS INC	03/19/2024	Regular	0.00	94.40	86466
205340	Invoice	03/01/2024	GOLF-PREPACKAGED FOOD-PRO SHOP	0.00	94.40	
000999	SHAMROCK FOODS COMPANY	03/19/2024	Regular	0.00	1,842.79	86467
30376907	Invoice	03/07/2024	GOLF-PREPACKAGED FOOD-PRO SHOP	0.00	80.05	
30376908	Invoice	03/07/2024	GOLF-FOOD/PREPACKAGED FOOD-PRO S...	0.00	1,762.74	
001026	SPECIALTY CIGARS, LLC	03/19/2024	Regular	0.00	288.82	86468
US16-33697836	Invoice	03/01/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	288.82	
001052	SWIRE COCA-COLA, USA	03/19/2024	Regular	0.00	657.86	86469
40268708021	Invoice	03/08/2024	GOLF-BEVERAGES-PRO SHOP	0.00	657.86	
001594	WILBUR-ELLIS COMPANY LLC	03/19/2024	Regular	0.00	1,284.86	86470
16275547	Invoice	03/11/2024	GOLF-CHEMICALS/SUPPLIES-MAINT	0.00	1,284.86	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	71	37	0.00	87,228.61
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
	71	37	0.00	87,228.61

Date Range: 03/06/2024 - 03/19/2024

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Council Check Report

Date Range: 03/06/2024 - 03/19/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
990004101 FEB24	Invoice	02/29/2024	Water/Sewer Bill-City	0.00	91.25	
990005001 FEB24	Invoice	02/29/2024	Water/Sewer Bill-City	0.00	259.44	
990006001 FEB24	Invoice	02/29/2024	Water/Sewer Bill-City	0.00	34.65	
990007001 FEB24	Invoice	02/29/2024	Water/Sewer Bill-City	0.00	34.65	
990008001 FEB24	Invoice	02/29/2024	Water/Sewer Bill-City	0.00	34.65	
990132001 FEB24	Invoice	02/29/2024	Water/Sewer Bill-City	0.00	38.45	
999910000 FEB24	Invoice	02/29/2024	Water/Sewer Bill-City	0.00	75.05	
	Void	03/12/2024	Regular	0.00	0.00	102015
002651	COLORADO COMMUNITY MEDIA	03/12/2024	Regular	0.00	175.97	102016
106869	Invoice	02/29/2024	GF-LEGAL NOTICES-	0.00	175.97	
000306	COMCAST BUSINESS	03/12/2024	Regular	0.00	2,852.65	102017
194660397	Invoice	02/29/2024	Comcast Phones	0.00	2,852.65	
000307	COMCAST CABLE COMM, LLC	03/12/2024	Regular	0.00	680.51	102018
0116038 MAR24	Invoice	03/01/2024	REC-MARCH 2024 PHONE SERVICE-REC CE...	0.00	177.98	
0147405 MAR24	Invoice	03/01/2024	CPR-MARCH 24 PHONE/INTERNET-MUSE...	0.00	213.28	
0177309N MAR24	Invoice	03/01/2024	REC-CABLE/MUSIC 02/14-03/13/24-REC C...	0.00	289.25	
001517	CORE&MAIN LP	03/12/2024	Regular	0.00	5,798.24	102019
U291585	Invoice	03/01/2024	UF-SUPPLIES/PARTS-W LINES	0.00	1,110.56	
U417197	Invoice	03/01/2024	UF-PARTS-W LINES	0.00	3,373.88	
U417209	Invoice	02/23/2024	UF-PARTS/SUPPLIES-W LINES	0.00	1,313.80	
000445	EWING IRRIGATION PRODUCTS INC	03/12/2024	Regular	0.00	172.00	102020
21633415	Invoice	02/29/2024	GF-PLANTERS MIX-PARKS	0.00	172.00	
000455	FASTENAL COMPANY 01COFTL	03/12/2024	Regular	0.00	42.13	102021
COFTL197794	Invoice	02/20/2024	UF-SUPPLIES-W LINES	0.00	42.13	
002011	FRONT RANGE LUMBER COMPANY	03/12/2024	Regular	0.00	38.64	102022
34712/2	Invoice	03/01/2024	CEM-SUPPLIES-CEMETERY	0.00	38.64	
000508	FULTON IRRIGATING DITCH	03/12/2024	Regular	0.00	12,426.40	102023
022624	Invoice	03/04/2024	UF-2024 Fulton Assessment on 221.9 Shar...	0.00	12,426.40	
002674	HAYES POZNANOVIC KORVER, LLC	03/12/2024	Regular	0.00	1,318.50	102024
49954	Invoice	03/05/2024	WST-Feb2024 Legal Fees-Water	0.00	1,318.50	
003408	KNS COMMUNICATION CONSULTANTS	03/12/2024	Regular	0.00	11,268.57	102025
KNS1450049	Invoice	03/04/2024	GF-PD Communication Tower Removal-Sa...	0.00	11,268.57	
000745	LOUIS A GRESH	03/12/2024	Regular	0.00	1,600.00	102026
FEBRUARY 2024	Invoice	02/29/2024	GF-ARRAINGMENT DOCKET/TRIAL DOCKET...	0.00	1,600.00	
000807	MORNING STAR ELEVATOR LLC	03/12/2024	Regular	0.00	2,053.62	102027
INV16-39583	Invoice	03/01/2024	CPR-DOOR LOCK REPLACEMENT-MUSEUM	0.00	2,053.62	
000869	OPERATIONS MANAGEMENT INT	03/12/2024	Regular	0.00	141,312.39	102028
351230-25-04	Invoice	04/01/2024	OMI Monthly Allocations	0.00	141,312.39	
000862	O'REILLY AUTO PARTS	03/12/2024	Regular	0.00	328.65	102029
4489-112225	Invoice	01/19/2024	UF-LP HARDWARE-W LINES	0.00	3.52	
4489-114409	Invoice	01/29/2024	GF-GALLON OF ANTI FREEZE-STREETS	0.00	95.94	
4489-115213	Invoice	02/02/2024	GF-OIL FILTER/OIL-STREETS	0.00	53.07	
4489-117680	Invoice	02/14/2024	GF-SUPPLIES-	0.00	78.91	
4489-117773	Invoice	02/15/2024	GF-OIL/AIR FILTERS-	0.00	214.81	
4489-117879	Invoice	02/15/2024	GF-AIR FILTERS-STREETS	0.00	38.06	
4489-119206	Invoice	02/21/2024	UF-5 GALLONS MOTOR OIL-W LINES	0.00	199.98	
4489-119207	Invoice	02/21/2024	SF-GALLON OF MOTOR OIL-S LINES	0.00	74.97	
4489-120767	Invoice	02/28/2024	GF-55 GAL BLUE DEF-PW SHOP	0.00	378.00	
4489-121105	Invoice	03/01/2024	GF-TIRE GUAGES-STREETS	0.00	20.71	
OPCM-59537	Credit Memo	01/29/2024	CREDIT FOR DBL PYMNT OF INVOICE 0628...	0.00	-95.00	

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OPCM-63550	Credit Memo	01/29/2024	CREDIT FOR DBL PYMNT ON INV #496689	0.00	-20.30	
UPCR1571645	Credit Memo	01/01/2024	CREDIT FOR INVOICES PD TWICE (CHECK &...	0.00	-714.02	
003044	PEAK FORM, LLC	03/12/2024	Regular	0.00	95.00	102030
3358K25213	Invoice	03/01/2024	GF-DOT RECERTIFICATION-PW SHOP	0.00	95.00	
002265	QUADIENT FINANCE USA INC	03/12/2024	Regular	0.00	404.00	102031
80877446 FEB24	Invoice	03/01/2024	GF-POSTAGE RECHARGES-	0.00	404.00	
000931	R & L TIRES	03/12/2024	Regular	0.00	45.00	102032
52150	Invoice	03/01/2024	GF-TIRE REPAIR-STREETS	0.00	20.00	
52175	Invoice	03/04/2024	SF-TIRE REPAIR-S LINES	0.00	25.00	
003150	REDI SERVICES, LLC	03/12/2024	Regular	0.00	300.00	102033
0000077327	Invoice	02/29/2024	CEM-PORTABLE TOILET SERVICES-CEMETE...	0.00	300.00	
003490	SARAH ROGERS	03/12/2024	Regular	0.00	75.00	102034
2007424.001	Invoice	02/28/2024	REC-PROGRAM REFUND-REC CENTER	0.00	75.00	
002881	SHANE LEFFORGE	03/12/2024	Regular	0.00	21.99	102035
030724	Invoice	03/07/2024	GF-REIMBURSE FOR USE OF PERSONAL CC-...	0.00	21.99	
003297	SWEET PEA CLEANING, LLC	03/12/2024	Regular	0.00	1,428.00	102036
8396	Invoice	02/01/2024	REC-CLEANING FOR FEBRUAR 2024-REC C...	0.00	1,428.00	
001364	TRAKSTAR	03/12/2024	Regular	0.00	16,263.00	102037
INV013136	Invoice	03/01/2024	HR Trakstar Invoice	0.00	16,263.00	
001120	TRUDILIGENCE LLC	03/12/2024	Regular	0.00	9.00	102038
57040	Invoice	03/01/2024	GF-BACKGROUND CHECK-HR	0.00	9.00	
001137	UNITED POWER	03/12/2024	Regular	0.00	35,805.45	102039
10553102 FEB20...	Invoice	02/29/2024	United Power	0.00	22.51	
1195501 FEB2024	Invoice	02/29/2024	United Power	0.00	1,944.50	
1195603 FEB2024	Invoice	02/29/2024	United Power	0.00	638.20	
1196401 FEB2024	Invoice	02/29/2024	United Power	0.00	35.13	
1207701 FEB2024	Invoice	02/29/2024	United Power	0.00	21.15	
1215802 FEB24	Invoice	03/05/2024	GF-FEB 2024 ELECTRIC SERVICE (VET OFFI...	0.00	105.44	
1223101 FEB2024	Invoice	02/29/2024	United Power	0.00	20.00	
1240301 FEB2024	Invoice	02/29/2024	United Power	0.00	213.98	
1241801 FEB2024	Invoice	02/29/2024	United Power	0.00	219.07	
1241903 FEB2024	Invoice	02/29/2024	United Power	0.00	141.77	
1276101 FEB2024	Invoice	02/29/2024	United Power	0.00	242.00	
1279801 FEB2024	Invoice	02/29/2024	United Power	0.00	25.16	
1295501 FEB2024	Invoice	02/29/2024	United Power	0.00	59.40	
1296101 FEB2024	Invoice	02/29/2024	United Power	0.00	247.47	
1299501 FEB2024	Invoice	02/29/2024	United Power	0.00	120.74	
1302801 FEB2024	Invoice	02/29/2024	United Power	0.00	2,204.90	
1302901 FEB2024	Invoice	02/29/2024	United Power	0.00	164.81	
1316801 FEB2024	Invoice	02/29/2024	United Power	0.00	319.79	
1322501 FEB2024	Invoice	02/29/2024	United Power	0.00	5,409.64	
1360303 FEB2024	Invoice	02/29/2024	United Power	0.00	37.99	
13842400 FEB20...	Invoice	02/29/2024	United Power	0.00	49.44	
14427100 FEB20...	Invoice	02/29/2024	United Power	0.00	96.26	
15232500 FEB20...	Invoice	02/29/2024	United Power	0.00	21.94	
17149700 FEB20...	Invoice	02/29/2024	United Power	0.00	60.69	
17761600 FEB20...	Invoice	02/29/2024	United Power	0.00	20.00	
17868800 FEB20...	Invoice	02/29/2024	United Power	0.00	20.00	
18057500 FEB20...	Invoice	02/29/2024	United Power	0.00	807.22	
18498400 FEB20...	Invoice	02/29/2024	United Power	0.00	195.21	
18762100 FEB20...	Invoice	02/29/2024	United Power	0.00	67.82	
19545100 FEB20...	Invoice	02/29/2024	United Power	0.00	709.04	
20040100FEB2024	Invoice	02/29/2024	United Power	0.00	504.00	

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21675200 FEB20...	Invoice	02/29/2024	United Power	0.00	186.44	
21675300 FEB20...	Invoice	02/29/2024	United Power	0.00	72.53	
22185901 FEB20...	Invoice	02/29/2024	United Power	0.00	20.14	
3399301 FEB2024	Invoice	02/29/2024	United Power	0.00	55.18	
6612303 FEB2024	Invoice	02/29/2024	United Power	0.00	21.18	
6779701 FEB2024	Invoice	02/29/2024	United Power	0.00	7,008.10	
704901 FEB2024	Invoice	02/29/2024	United Power	0.00	8,649.10	
7225800 FEB2024	Invoice	02/29/2024	United Power	0.00	20.04	
726705 FEB2024	Invoice	02/29/2024	United Power	0.00	140.57	
7280200 FEB2024	Invoice	02/29/2024	United Power	0.00	21.60	
733101 FEB2024	Invoice	02/29/2024	United Power	0.00	231.03	
762901 FEB2024	Invoice	02/29/2024	United Power	0.00	63.68	
803908 FEB2024	Invoice	02/29/2024	United Power	0.00	3,852.80	
8976200 FEB2024	Invoice	02/29/2024	United Power	0.00	717.79	
	Void	03/12/2024	Regular	0.00	0.00	102040
	Void	03/12/2024	Regular	0.00	0.00	102041
001149	UTILITY NOTIFICATION CENTER	03/12/2024	Regular	0.00	221.88	102042
224020572	Invoice	03/01/2024	UF-RTL TRANSMISSIONS-ADMIN	0.00	221.88	
001156	VERIZON WIRELESS SVCS LLC	03/12/2024	Regular	0.00	5,809.44	102043
9957693779	Invoice	03/05/2024	Verizon Bill	0.00	5,809.44	
001963	WASTE CONNECTIONS OF COLO, INC	03/12/2024	Regular	0.00	859.92	102044
7609675V311	Invoice	03/01/2024	UF-MARCH 2024 TRASH SERVICE-ADMIN	0.00	859.92	
001189	WELD COUNTY ACCTG DEPART	03/12/2024	Regular	0.00	6,985.72	102045
030524	Invoice	02/29/2024	GF-FEBRUARY 2024 FUEL CHARGES-	0.00	6,985.72	
003492	WW CLYDE	03/12/2024	Regular	0.00	1,500.00	102046
030524	Invoice	03/05/2024	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	
001224	XCEL ENERGY-GAS	03/12/2024	Regular	0.00	2,089.38	102047
867197822	Invoice	02/29/2024	Xcel Gas Bill	0.00	2,089.38	
000239	CITY OF FORT LUPTON	03/08/2024	Regular	0.00	100.00	102048
030624	Invoice	03/08/2024	GF-SPECIAL EVENT PERMIT-COM EVENTS	0.00	100.00	
000011	A TO Z ELEVATOR INSPECTIONS LLC	03/19/2024	Regular	0.00	400.00	102049
3661	Invoice	03/01/2024	GF-ELEVATOR INSPECTION-REC CENTER	0.00	400.00	
003355	ADOLFSON & PETERSON CONSTRUCTION	03/19/2024	Regular	0.00	100,201.29	102050
02	Invoice	03/15/2024	COM CENTER PARK RENO	0.00	100,201.29	
000047	AIMS COMMUNITY COLLEGE	03/19/2024	Regular	0.00	102.00	102051
240204	Invoice	03/01/2024	GF-G. GALLEGOS EDUCATION ASSISTANCE...	0.00	102.00	
001293	AMAZON.COM	03/19/2024	Regular	0.00	3,342.73	102052
1KYC-Q1JK-4RQ3	Invoice	03/05/2024	GF-MISC SUPPLIES-PD	0.00	243.16	
1PY3-W37Y-4HKM	Invoice	03/05/2024	GF-SPAG DINNER/EASTER HUNT SUPPLIES-	0.00	3,099.57	
001387	ANGEL ARMOR	03/19/2024	Regular	0.00	81.76	102053
INV9135-TE	Invoice	03/05/2024	GF-UNIFORM ACCESSORIES-PD	0.00	81.76	
001918	AXON ENTERPRISES INC	03/19/2024	Regular	0.00	40,137.87	102054
INUA222341	Invoice	03/01/2024	Axon Fleet 3 payment	0.00	40,092.47	
INUS224435	Invoice	03/01/2024	GF-TASER7 HOLSTER-PD	0.00	45.40	
001820	BADGER METER	03/19/2024	Regular	0.00	218.77	102055
1642700	Invoice	03/11/2024	UF-COMMUNICATION DEVICE KIT-ADMIN	0.00	218.77	
001646	BANK OF COLORADO	03/19/2024	Regular	0.00	188.88	102056
0227 FEBRUARY ...	Invoice	03/01/2024	GF-FEBRUARY 2024 FUEL CHARGES-STREE...	0.00	188.88	
002973	BOOTBARN INC	03/19/2024	Regular	0.00	1,943.22	102057

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INV00347334	Invoice	03/06/2024	GF-C. CARSTENS UNIFORM (BOOTS)-PW S...	0.00	179.99	
INV00347335	Invoice	03/06/2024	GF-B. OSWALT UNIFORM-PARKS	0.00	157.28	
INV00347336	Invoice	03/06/2024	GF-R. FUENTES UNIFORMS-PW SHOP	0.00	200.00	
INV00347337	Invoice	03/06/2024	GF-R. FUENTES UNIFORM (WORK PANTS)-...	0.00	175.00	
INV00347338	Invoice	03/06/2024	GF-R. JENKINS UNIFORM-PARKS	0.00	200.00	
INV00347339	Invoice	03/06/2024	GF-A. ROMERO UNIFORM-PARKS	0.00	139.49	
INV00347340	Invoice	03/06/2024	GF-D. WELCH UNIFORM (WORK PANTS)-F...	0.00	175.00	
INV00347341	Invoice	03/06/2024	GF-D. WELCH UNIFORM-FAC	0.00	166.49	
INV00347342	Invoice	03/06/2024	GF-C. MILLER UNIFORMS-PW WORKS	0.00	200.00	
INV00347343	Invoice	03/06/2024	GF-C. MILLER UNIFORM (JEANS)-PW WOR...	0.00	174.97	
INV00347344	Invoice	03/06/2024	GF-C. CARSTENS UNIFORMS-PW SHOP	0.00	175.00	
002853	BUCKEYE CLEANING CENTER	03/19/2024	Regular	0.00	2,832.62	102058
90552198	Invoice	03/01/2024	REC-CLEANING SUPPLIES. PAPER PRODUC...	0.00	2,704.90	
90556982	Invoice	03/01/2024	REC-CLEANING SUPPLIES-REC CENTER	0.00	127.72	
000182	CEM SALES & SERVICE INC	03/19/2024	Regular	0.00	1,182.17	102059
162526	Invoice	03/05/2024	REC-POOL/SPAS MOSS-REC CENTER	0.00	563.17	
162545	Invoice	03/06/2024	REC-POOL/SPA CHLORINE-REC CENTER	0.00	619.00	
001908	CENTURA HEALTH	03/19/2024	Regular	0.00	150.00	102060
030524	Invoice	03/05/2024	GF-FORENSIC EXAM-PD	0.00	150.00	
001506	CHRISTOPHER CROSS	03/19/2024	Regular	0.00	314.90	102061
031224	Invoice	03/12/2024	GF-MILEAGE REIMBURSEMENT JAN-MAR...	0.00	314.90	
000239	CITY OF FORT LUPTON	03/19/2024	Regular	0.00	300.00	102062
CITATION #E001...	Invoice	03/11/2024	GF-RESTITUTION CITATION #E0015765-1	0.00	300.00	
000307	COMCAST CABLE COMM, LLC	03/19/2024	Regular	0.00	141.00	102063
0124495 MARCH...	Invoice	03/01/2024	CPR-MARCH 2024 CABLE SERVICE-COM C...	0.00	141.00	
003417	DATA CENTER WAREHOUSE, LLC	03/19/2024	Regular	0.00	1,700.00	102064
INVD194239	Invoice	03/06/2024	GF-10 MDT Units for PD-IT	0.00	1,700.00	
003494	DOBBS EXCAVATING INC	03/19/2024	Regular	0.00	1,500.00	102065
031224	Invoice	03/12/2024	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	
000507	FT LUPTON RECREATION SPORTS	03/19/2024	Regular	0.00	910.00	102066
030824	Invoice	03/08/2024	CPR-SOCCER/FOOTBALL REF FEES-	0.00	910.00	
003408	KNS COMMUNICATION CONSULTANTS	03/19/2024	Regular	0.00	36,717.18	102067
KNSI450047	Invoice	03/01/2024	GF- BI DIRECTIONAL AMPLIFIER SYSTEM-PD	0.00	36,717.18	
000691	KONE INC	03/19/2024	Regular	0.00	140.80	102068
871297102	Invoice	03/01/2024	REC-FEB 2024 ELEVATOR MAINTENANCE-...	0.00	140.80	
003145	KUSTOM SIGNALS, INC.	03/19/2024	Regular	0.00	2,590.25	102069
609942	Invoice	03/01/2024	GF-EQUIPMENT-PD	0.00	2,590.25	
003486	LONGVIEW HEATING & AIR	03/19/2024	Regular	0.00	3,440.00	102070
251751	Invoice	03/08/2024	SF-REPLACE BLOWER FAN MOTOR-S LINES	0.00	3,440.00	
001630	MEDICAL CENTER OF THE ROCKIES	03/19/2024	Regular	0.00	190.73	102071
022924	Invoice	03/01/2024	GF-BLOOD DRAW CASE #24FP0030-PD	0.00	190.73	
000807	MORNING STAR ELEVATOR LLC	03/19/2024	Regular	0.00	304.00	102072
INV16-39477	Invoice	03/01/2024	CPR-ANNUAL ELEVATOR SERVICE CONTRA...	0.00	304.00	
000847	NORMAN'S MEMORIALS INC.	03/19/2024	Regular	0.00	120.00	102073
030824	Invoice	03/08/2024	CEM-R. NELSON-CEMETERY	0.00	120.00	
000862	O'REILLY AUTO PARTS	03/19/2024	Regular	0.00	1,223.60	102074
4489-122682	Invoice	03/08/2024	GFHYD, OIL, AIR FILTERS-	0.00	292.10	
4489-122701	Invoice	03/08/2024	GF-AIR/OIL FILTERS FOR JOHN DEERE MO...	0.00	254.89	

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4489-122735	Invoice	03/08/2024	GF-OIL/AIR FILTERS FOR TRACTOR UNIT 20...	0.00	282.48	
4489-122797	Invoice	03/08/2024	GF-HYD/AIR FILTER-	0.00	241.19	
4489-123435	Invoice	03/11/2024	UF-OIL/AIR FILTER-	0.00	152.94	
003213	PRAIRIE DOG PROS	03/19/2024	Regular	0.00	600.00	102075
2252	Invoice	03/11/2024	Preairie Dog Control	0.00	600.00	
001643	PROCEDURE INC	03/19/2024	Regular	0.00	66,356.61	102076
302163	Invoice	03/01/2024	GF-BUILDING INSP/PLAN REVIEW SERVICE...	0.00	66,356.61	
000932	R & M SERVICES	03/19/2024	Regular	0.00	254.95	102077
10807	Invoice	03/01/2024	GF-INTERSTATE BATTERY-PD	0.00	254.95	
002981	RED WING BUSINESS ADVANTAGE ACCOUNT	03/19/2024	Regular	0.00	800.00	102078
563-1-58949	Invoice	03/01/2024	GF-BOOTS FOR A. GOMEZ UNIFORM-PW ...	0.00	200.00	
563-1-68915	Invoice	03/01/2024	GF-BOOTS FOR D. MEYER-PW SHOP	0.00	200.00	
563-1-68968	Invoice	03/01/2024	GF-BOOTS FOR M. PACHECO-PW SHOP	0.00	200.00	
563-1-69009	Invoice	03/01/2024	GF-BOOT/UNIFORM FOR G. ARELLANO-PA...	0.00	200.00	
003150	REDI SERVICES, LLC	03/19/2024	Regular	0.00	2,000.00	102079
0000072237	Invoice	03/01/2024	CEM-PORTABLE TOILET SERVICES-CEMETE...	0.00	300.00	
0000077325	Invoice	03/01/2024	GF-PORTABLE TOILET SERVICES-PARKS	0.00	600.00	
0000077326	Invoice	03/01/2024	GF-PORTABLE TOILET SERVICES FOR RAIL...	0.00	300.00	
0000077328	Invoice	03/29/2024	CPR-SET PORTABLE TOILET SERV PEARSON...	0.00	200.00	
0000077329	Invoice	03/01/2024	GF-PORTABLE TOILET SERVICE HERITAGE ...	0.00	300.00	
0000077330	Invoice	03/01/2024	GF-PORTABLE TOILET SERV DOG PARK-PA...	0.00	300.00	
002081	SAFELITE FULFILLMENT,INC	03/19/2024	Regular	0.00	446.50	102080
05006-291082	Invoice	03/01/2024	GF-'22 DODGE DURANGO WINDSHIELD RE...	0.00	446.50	
003155	SHIRTS BY CHA LLC	03/19/2024	Regular	0.00	895.00	102081
2562	Invoice	03/07/2024	GF-BANNERS FOR SPAGHETTI DINNER-CO...	0.00	330.00	
2571	Invoice	03/08/2024	GF-BANNERS-COM EVENTS	0.00	175.00	
2572	Invoice	03/11/2024	GF-MESH BANNER FOR EASTER EGG HUNT...	0.00	390.00	
003407	SPEAKWRITE LLC	03/19/2024	Regular	0.00	180.00	102082
0324bb42	Invoice	03/01/2024	GF-INVESTIGATION CALL RECORDING SERV...	0.00	180.00	
001040	STERICYCLE	03/19/2024	Regular	0.00	101.92	102083
8006226087	Invoice	03/01/2024	REC-BIOHAZARD PICK UP-REC CENTER	0.00	66.92	
8006502776	Invoice	03/10/2024	GF-BIN FOR SHREDDING AT PLAN DEPT-CI...	0.00	35.00	
001101	TODD HODGES DESIGN, LLC	03/19/2024	Regular	0.00	11,100.00	102084
3590	Invoice	03/10/2024	GF-PLANNING SERVICES 02/28-03/10/24-P...	0.00	11,100.00	
001746	TRANSUNION RISK AND ALTERNATIVE DATA SO	03/19/2024	Regular	0.00	75.00	102085
812682-202402-...	Invoice	03/01/2024	GF-FEB 24 DATA SEARCH SERVICES 02/01-...	0.00	75.00	
003495	TRUE TO COURSE, LLC	03/19/2024	Regular	0.00	6,312.50	102086
2024-1005	Invoice	03/06/2024	GF-INVESTIGATIVE SERVICES-PD	0.00	6,312.50	
003411	ULTIMATE DENT REMOVAL LLP	03/19/2024	Regular	0.00	8,323.53	102087
1942	Invoice	03/12/2024	Hail Damage-Vehicle	0.00	8,323.53	
001135	UNION PACIFIC RAILROAD CO	03/19/2024	Regular	0.00	2,143.85	102088
90133892	Invoice	03/14/2024	SST - Prelim Design CR12 Crossing - Streets	0.00	2,143.85	
003398	UNIVERSITY AUTO PARTS	03/19/2024	Regular	0.00	308.47	102089
195286	Invoice	03/01/2024	GF-FUEL FILTER, SPARK PLUGS,	0.00	82.30	
195405	Invoice	03/01/2024	GF-AIR FILTERS-PARKS	0.00	121.05	
195576	Invoice	03/04/2024	GF-RADIAL SEAL FILTER-PARKS	0.00	355.92	
195577	Credit Memo	03/04/2024	GF-RADIAL SEAL FILTERS-PARKS	0.00	-272.94	
195777	Invoice	03/06/2024	GF-CAP SCREW-STREETS	0.00	3.65	
195922	Invoice	03/07/2024	GF-FLASHER FOR 2003 FORD-STREETS	0.00	18.49	

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001147	USA BLUE BOOK	03/19/2024	Regular	0.00	1,188.02	102090
INV00288895	Invoice	03/01/2024	GF-SUPPLIES-	0.00	1,188.02	
001174	WAGNER EQUIPMENT CO.	03/19/2024	Regular	0.00	475.31	102091
P00C2664816	Invoice	03/01/2024	GF-FILTERS FOR CAT GRADER-STREETS	0.00	475.31	
001212	WILLIAMS AND WEISS CONSULTING LLC	03/19/2024	Regular	0.00	4,080.00	102092
1951	Invoice	03/10/2024	WST-2024 Water Resource Planning-Water	0.00	4,080.00	
003496	ZACHARY METTLER	03/19/2024	Regular	0.00	73.57	102093
012424	Invoice	03/01/2024	GF-MILEAGE REIMBURSEMENT FOR Z. ME...	0.00	73.57	
000119	BANK OF COLORADO	03/08/2024	Bank Draft	0.00	7,093.71	DFT0002363
INV0001546	Invoice	03/08/2024	HSA DISTRIBUTION	0.00	7,093.71	
000119	BANK OF COLORADO	03/08/2024	Bank Draft	0.00	900.83	DFT0002364
INV0001547	Invoice	03/08/2024	HSA DISTRIBUTION	0.00	900.83	
001416	VALIC_1	03/08/2024	Bank Draft	0.00	48,961.78	DFT0002365
INV0001548	Invoice	03/08/2024	VALIC - 457(b) \$ Contributions	0.00	48,961.78	
001265	IRS	03/08/2024	Bank Draft	0.00	76,642.40	DFT0002366
INV0001550	Invoice	03/08/2024	Federal Withholding	0.00	76,642.40	
001418	CO DEPARTMENT OF REVENUE	03/08/2024	Bank Draft	0.00	13,372.00	DFT0002367
INV0001551	Invoice	03/08/2024	CO Withholding	0.00	13,372.00	
001416	VALIC_1	03/08/2024	Bank Draft	0.00	105.07	DFT0002368
INV0001552	Invoice	03/08/2024	VALIC - 457(b) ROTH % Contributions	0.00	105.07	
001265	IRS	03/08/2024	Bank Draft	0.00	161.26	DFT0002369
INV0001553	Invoice	03/08/2024	Federal Withholding	0.00	161.26	
001418	CO DEPARTMENT OF REVENUE	03/08/2024	Bank Draft	0.00	26.00	DFT0002370
INV0001554	Invoice	03/08/2024	CO Withholding	0.00	26.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	216	89	0.00	621,326.64
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	8	8	0.00	147,263.05
EFT's	0	0	0.00	0.00
	224	100	0.00	768,589.69

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	287	126	0.00	708,555.25
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	8	8	0.00	147,263.05
EFT's	0	0	0.00	0.00
	295	137	0.00	855,818.30

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	3/2024	855,818.30
			855,818.30

ORDINANCE NO. 2024-1163

INTRODUCED BY: CARLOS BARRON

**AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, AMENDING SPECIFIC PROVISIONS
OF THE FORT LUPTON MUNICIPAL CODE**

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 20th
day of February 2024.

PUBLISHED in the Fort Lupton Press the 29TH day of February 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED by title only this
19th day of March 2024.

PUBLISHED in the Fort Lupton Press the 28th day of March 2024.

EFFECTIVE (after publication) the 27th day of April 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 Installation of Cameras at the Recreation Center to Cover Parking Areas and Parks for an Amount Not to Exceed \$64,837.85

SUMMARY STATEMENT/BACKGROUND DISCUSSION

IT would like to install External Verkada cameras at the Fort Lupton Recreation Center. This project will cover the North parking lot as well as the South parking lot, skate park, and splash park. There will be a total of 13 cameras for this project which will all have Face Detection Recognition (FDR) and License Plate Recognition (LPR). There will be (4) CB62-512TE-HW cameras, (5) CB62-512E-HW cameras, (1) CD42-256E-HW camera, (1) CD62-30E-HW camera, and (2) CH52-1TBE-HW cameras. All cameras come with 5-year support and warranty and the cabling comes with a warranty for the duration of each camera. The cameras will be cloud based allowing the Fort Lupton Police Department to also have access to the cameras or other staff that need the permissions to do so. Two of the cameras will cover the entrance into both the North and South parking lot, capturing License plates, allowing the Fort Lupton Police Department to have a better chance at capturing video footage when a theft might occur. On top of the ability of FDR and LPR, the cameras will have the ability to recognize glass breaking, gun shots, and screaming. The cost of this budgeted project will not exceed \$64,837.85.

FINANCIAL CONSIDERATIONS

The IT department budgeted \$93,000 in the General Fund to purchase cameras to cover the Community/Recreation Center parking lots, Koshio Park and the park and ride.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Council agrees to move forward with the budgeted project for external cameras at the recreation center
Council disagrees to move forward with the budgeted project for external cameras at the recreation center.

STAFF RECOMMENDATIONS

IT recommends the purchase of the External Verkada cameras for the Recreation Center

Attachments:

- a. RecCameras
- b. City Ft Lupton - Parks - Estimate
- c. IPVM Designer Calculation

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Saved Multi-Imager

Name Imager 2

Model Verkada CH52-E (Single Imager)

Color ● ● ● ● ● ●

Resolution 2688x1944 Distance 100 ft

PPF 17.3 Width 155.3 ft

Unit Imperial HAOV 89

Simulated View

AOV: 89°

Scenes

A simulated view from the camera's perspective, showing a street intersection with cars and buildings. The view is framed by a blue border.

Simulated Person

Day - Ideal Dark No IR

A simulated view of a person, showing a blurred face and a warning message. The view is framed by a blue border.

Blind Spot

Code Red Audits, LLC
99 Inverness Dr E Ste 130
Englewood, CO 80112 US
+1 3038833732



Estimate

ADDRESS	SHIP TO	ESTIMATE #
Travis Aksamitowski	Travis Aksamitowski	CRA-CTYFTLP-24016.2b
City of Fort Lupton	City of Fort Lupton	DATE 02/23/2024
130 S McKinley Ave	130 S McKinley Ave	EXPIRATION DATE 03/29/2024
Fort Lupton, CO 80621 USA	Fort Lupton, CO 80621 USA	

SALES REP	REP EMAIL	CONTACT NAME
Carla Benassi	cbenassi@coderedaudits.com	Rec Center Parking Lots

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
	COMMUNITY CENTER PARK			
	CAMERAS, MOUNTS, AND LICENSES			
Verkada CB62-512TE-HW	Verkada CB62-512TE-HW Outdoor Bullet Camera, 8MP, Zoom Lens, 512GB of Storage, 30 Days Maximum Retention.	4	1,519.20	6,076.80T
Verkada CB62-512E-HW	Verkada CB62-512E-HW Outdoor Bullet Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	5	1,439.20	7,196.00T
Verkada CD42-256E-HW	Verkada CD42-E Outdoor Dome Camera, 5MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention	1	959.20	959.20T
Verkada CD62-30E-HW	Verkada CD62-E Outdoor Dome Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	1	1,359.20	1,359.20T
Verkada LIC-CAM-5Y	Verkada 5-Year Camera License	11	719.20	7,911.20
Verkada CH52-1TBE-HW	Verkada CH52 Outdoor Multi-sensor Camera. 5MP, Zoom Lens, 1 TB of Storage, Maximum 30 days of retention.	2	2,879.20	5,758.40T
Verkada LIC-CH52-5Y	5-Year CH52 Multi-sensor Camera License	2	2,159.20	4,318.40
verkada ACC-MNT-2	Verkada Arm Mount	11	71.20	783.20T
Verkada ACC-MNT-9	Verkada Pole Mount, 2nd Generation	6	167.20	1,003.20T
Verkada ACC-MNT-8	Verkada Pendant Cap Mount	13	69.00	897.00T
Verkada ACC-MNT-CORNER-1	Verkada ACC-MNT-CORNER-1 Corner Mount	5	159.20	796.00T
Verkada ACC-MNT-POLE-1	Verkada ACC-MNT-POLE-1 Pole Mount	2	167.20	334.40T
Verkada ACC-MNT-XLARM-1	Verkada ACC-MNT-XLARM-1 Large Arm Mount	2	127.20	254.40T
				Subtotal: 37,647.40

Representative Signature: _____ Date: _____

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
	NETWORKING EQUIPMENT			
Ubiquiti Networks UAP-AC-PRO-5 UniFi Access Point Enterprise Wi-Fi System	Ubiquiti Networks UAP-AC-PRO-5 UniFi Access Point Enterprise Wi-Fi System The UAP-AC-PRO-5 UniFi Access Point Enterprise Wi-Fi System from Ubiquiti Networks is a scalable enterprise access point solution designed to be easily deployed and managed. It supports the 802.11ac Wi-Fi standard with speeds of up to 1300 Mb/s in the 5 GHz radio band, and up	1	649.00	649.00T
Ubiquiti Networks - UBB-US	Ubiquiti Networks - UBB-US - Ubiquiti UniFi UBB-US IEEE 802.11ad 1.70 Gbit/s Wireless Bridge - 2.40 GHz, 5 GHz, 60 GHz - 2 pack	1	540.10	540.10T
Netgear - GS510TPP	NETGEAR 10-Port Gigabit Ethernet Smart Managed Pro PoE Switch, 8 x PoE+ 190W (GS510TPP)	2	395.99	791.98T
Netgear 28-Port PoE Switch	NETGEAR 28-Port PoE Gigabit Ethernet Smart Switch (GS728TPP) - Managed, Optional Insight Cloud Management, 24 x PoE+ @ 380W, 4 x	1	680.39	680.39T
NEMA Enclosure - Altelix 20x16x8	ALTELIX 20x16x8 vented insulated fiberglass heated weatherproof NEMA enclosure with dual cooling fans, 200W heater and 120 VAC outlets.	2	956.99	1,913.98T
				Subtotal: 4,575.45
	ADDITIONAL INSTALLATION HARDWARE and MATERIALS			
Additional Installation Materials	Additional Materials required for installations of each device, including, but not limited to screws, drill bits, tools for install, weatherproofing, sealants, etc.	13	75.00	975.00T
Cable Cat6 Plenum, CMP, UTP, Solid, Pullbox - 1000ft - Black	Cable, Cat6, Plenum (CMP), UTP (Unshielded Twisted Pair), Solid, Pullbox - 1000ft - Black	1.50	326.00	489.00T
WH - J-Hook 2" Batwing J-Hook with Flange Clip	J-Hook 2" Batwing J-Hook with Flange Clip, Cable Management Support (Box of 25) 3/4 inch. - BC-8202	8	96.00	768.00T
				Subtotal: 2,232.00
	LABOR			
CRA New Camera Installation	The total charge for a single new camera installation. This includes mounting, drilling, cabling, terminations, connections, testing, and aiming of the single camera device. This also includes a warranty for the cabling during the duration of the camera warranty.	13	920.00	11,960.00
CRA New Device Installation	The total charge for a single new IP device installation. This includes mounting, drilling, cabling, terminations, connections, and testing of the single device. This also includes a warranty for the cabling during the duration of the device's warranty.	7	920.00	6,440.00
				Subtotal: 18,400.00
Scissor Lift Rental-1 Week	Scissor Lift Rental-1 Week	1	1,450.00	1,450.00

Representative Signature: _____ Date: _____

Terms: Net 15
Hardware, parts, and licenses will be invoiced upon receipt of signed purchase order or estimate. Hardware, parts, and licenses must be paid in full prior to labor commencing. Labor will be invoiced upon completion of project. If project takes longer than 2 weeks, then all completed labor will be invoiced every 2 weeks until project is completed.

SUBTOTAL	64,304.85
TAX	0.00
SHIPPING	533.00
TOTAL	\$64,837.85

Accepted By

Accepted Date

Overview



Camera 12

Model: Verkada CD62-E Resolution: 4K
H AoV: 49° Distance: 106ft Width: 90.3ft PPF: 42.5
Imager: 1/2.8" Focal Length: 2.8 - 8mm Camera Height: 10.00ft Tilt: -13.77° Scene Height: 10.00ft



Day - Ideal

Dark No IR

42.5 ppf
106 ft
Away

Warning: results may vary depending on light and camera

JFM-8620

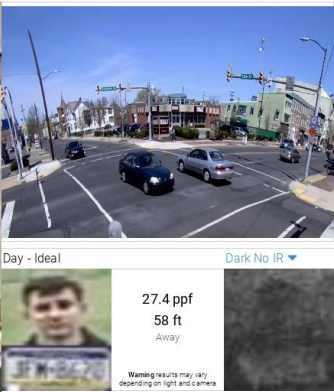
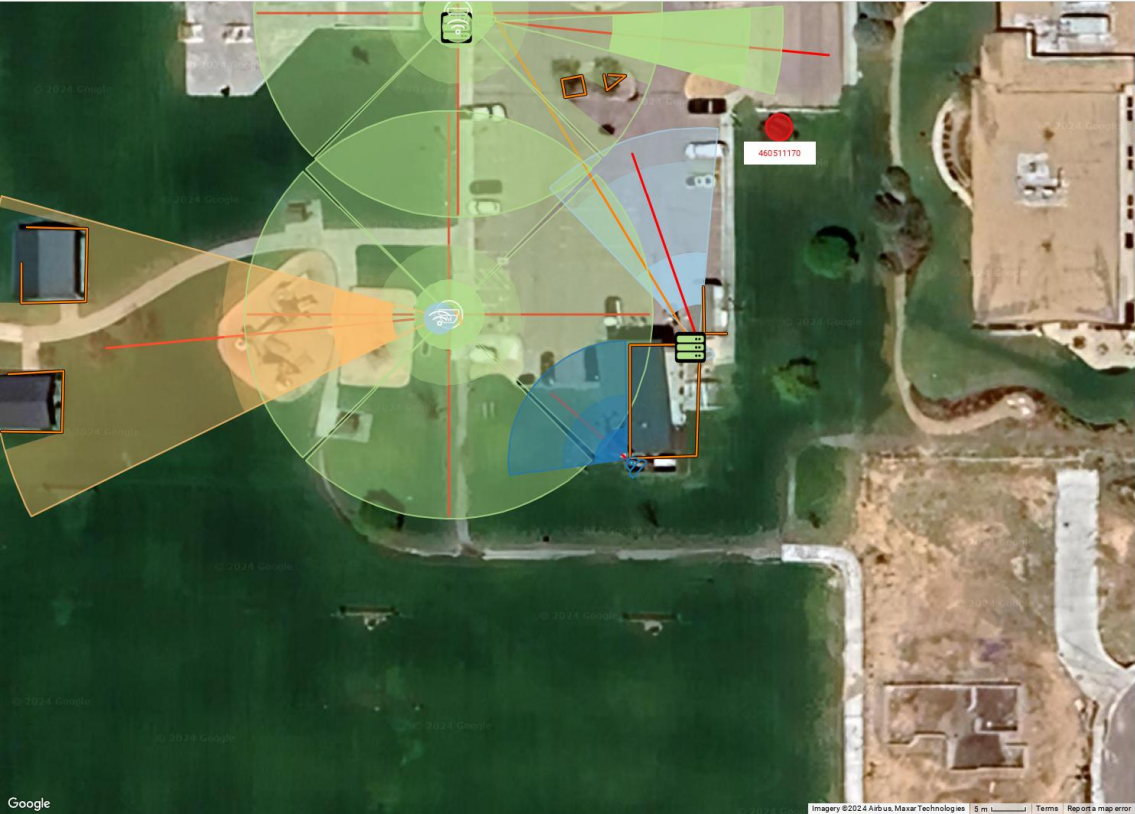
Camera 13



Model: Verkada CD42-E Resolution: 2688X1944

HAoV: 97° Distance: 58ft Width: 98.2ft PPF: 27.4

Imager: 1/2.8" Focal Length: 2.8mm Camera Height: 10.00ft Tilt: -35.08° Scene Height: 10.00ft



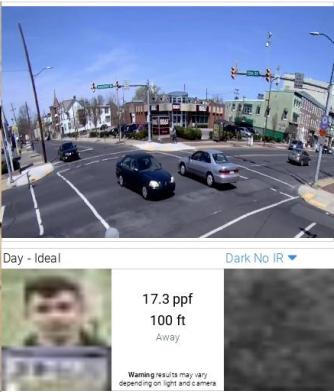
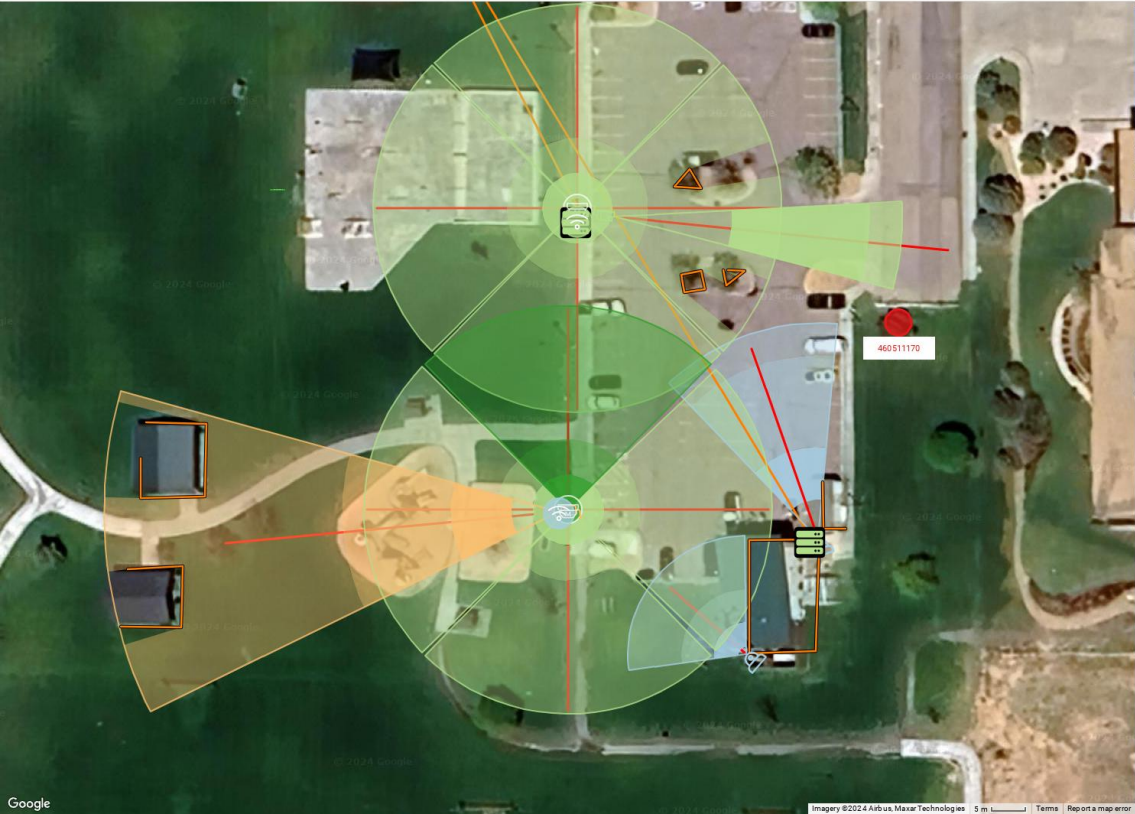
Camera 13: Imager 1



Model: Verkada CH52-E (Single Imager) Resolution: 2688X1944

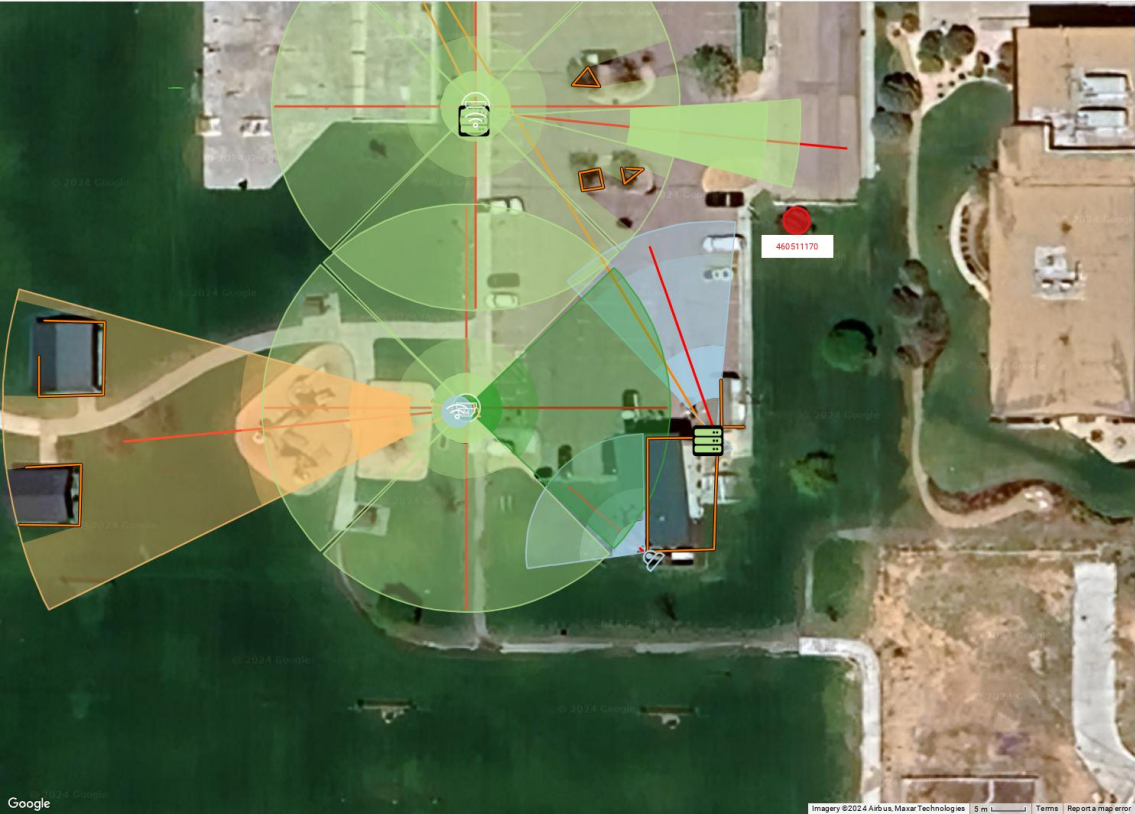
HAoV: 89° Distance: 100ft Width: 155.3ft PPF: 17.3

Imager: 1/2.8" Focal Length: 3.29mm Camera Height: 10.00ft Tilt: -32.18° Scene Height: 10.00ft



Camera 13: Imager 2

Model: Verkada CH52-E (Single Imager) Resolution: 2688X1944
H AoV: 87° Distance: 100ft Width: 151.7ft PPF: 17.7
Imager: 1/2.8" Focal Length: 3.41mm Camera Height: 10.00ft Tilt: -31.44° Scene Height: 10.00ft



Day - Ideal

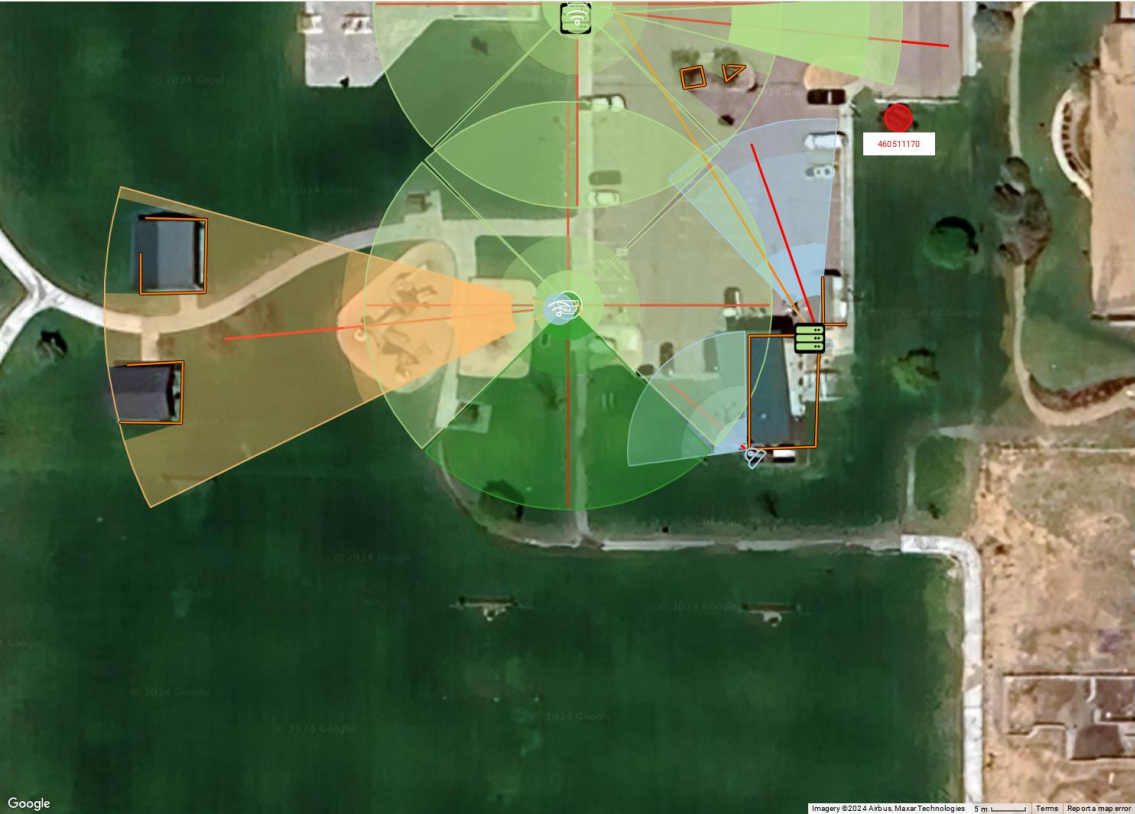
Dark No IR

17.7 ppf
100 ft
Away

Warning: results may vary depending on light and camera

Camera 13: Imager 3

Model: Verkada CH52-E (Single Imager) Resolution: 2688X1944
H AoV: 89° Distance: 100ft Width: 155.3ft PPF: 17.3
Imager: 1/2.8" Focal Length: 3.29mm Camera Height: 10.00ft Tilt: -32.18° Scene Height: 10.00ft



Day - Ideal

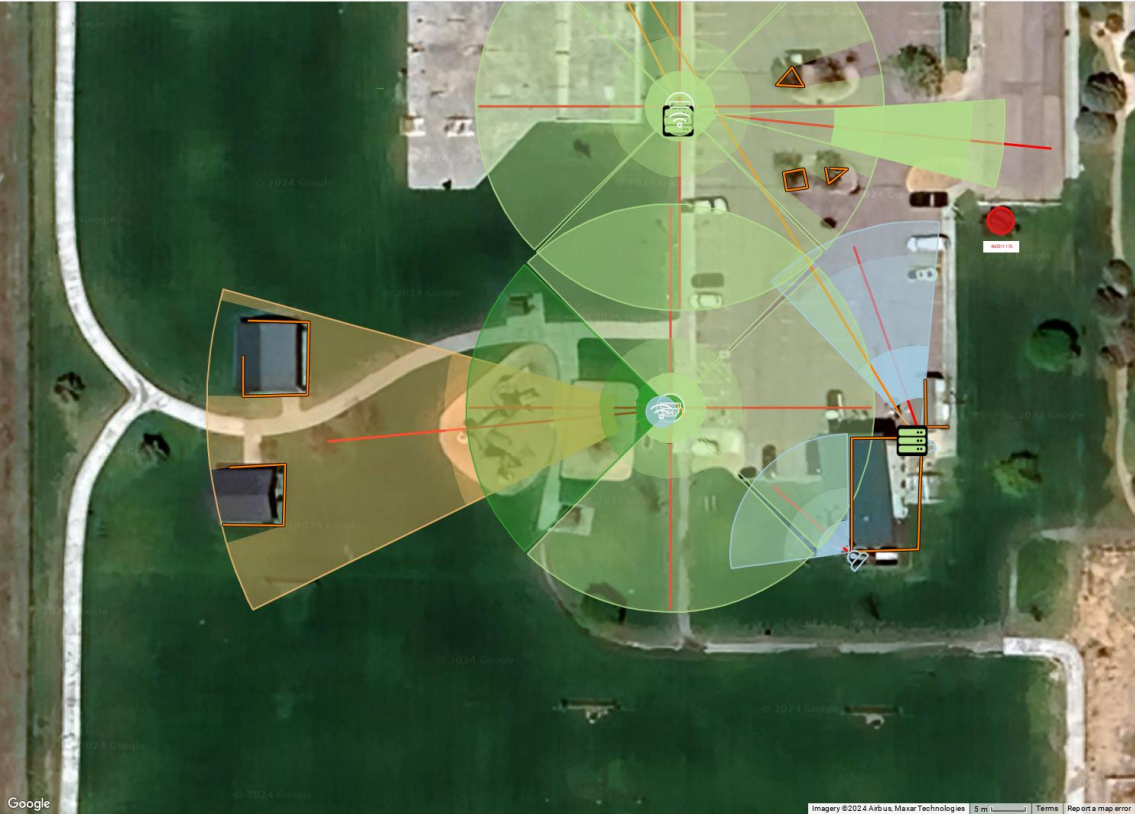
Dark No IR

17.3 ppf
100 ft
Away

Warning: results may vary depending on light and camera

Camera 13: Imager 4

Model: Verkada CH52-E (Single Imager) Resolution: 2688X1944
H AoV: 89° Distance: 100ft Width: 155.3ft PPF: 17.3
Imager: 1/2.8" Focal Length: 3.29mm Camera Height: 10.00ft Tilt: -32.18° Scene Height: 10.00ft



Day - Ideal

Dark No IR

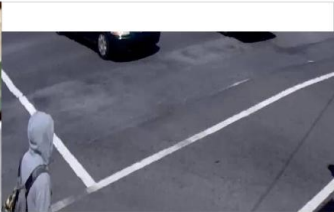
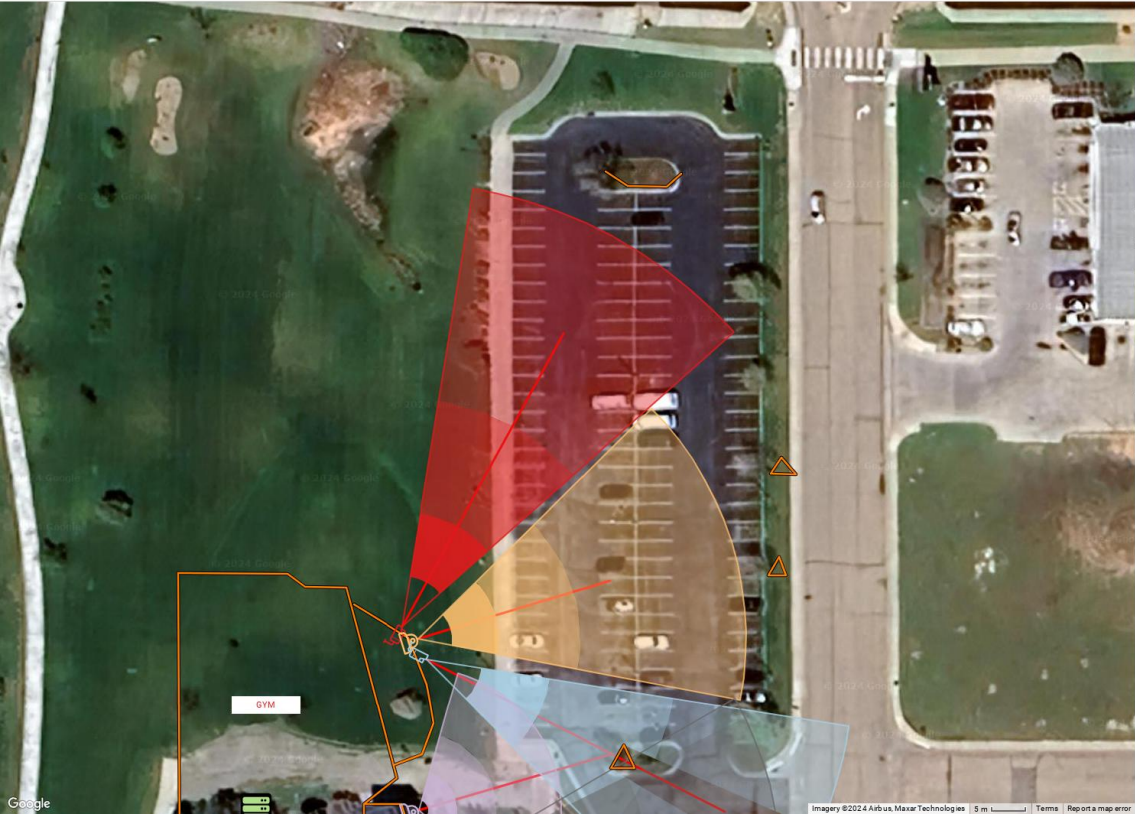
17.3 ppf
100 ft
Away

Warning: results may vary depending on light and camera

Camera 13



Model: Verkada CB61-TE Resolution: 4K
H AoV: 39° Distance: 217ft Width: 148.8ft PPF: 25.8
Imager: 1/2.8" Focal Length: 8 - 20mm Camera Height: 10.00ft Tilt: -11.03° Scene Height: 10.00ft



Day - Ideal

Dark No IR

25.8 ppf
217 ft
Away

Warning: results may vary depending on light and camera

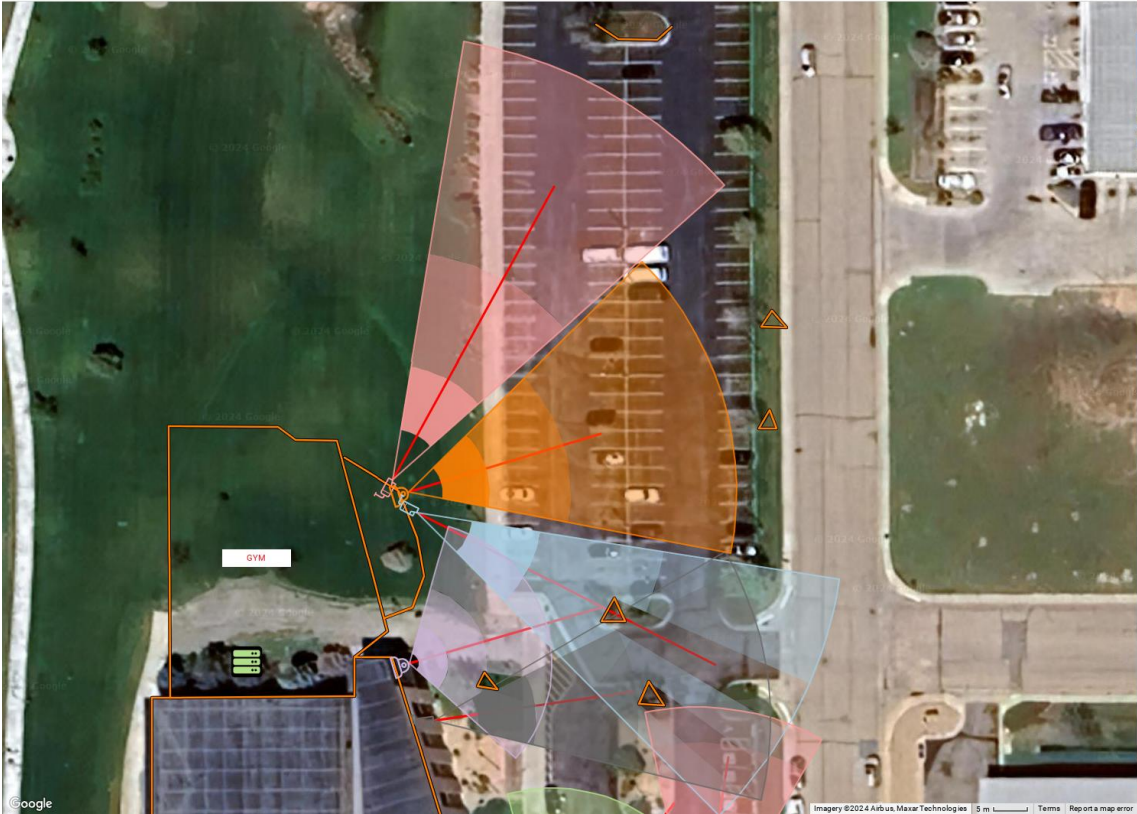
Camera 14



Model: Verkada CD62-E Resolution: 4K

HAoV: 55° Distance: 161ft Width: 155.5ft PPF: 24.7

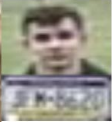
Imager: 1/2.8" Focal Length: 2.8 - 8mm Camera Height: 10.00ft Tilt: -15.59° Scene Height: 10.00ft





Day - Ideal

Dark No IR



24.7 ppf

161 ft

Away



Warning: results may vary depending on light and camera

Camera 15



Model: Verkada CB61-TE Resolution: 4K

HAoV: 36° Distance: 210ft Width: 132.0ft PPF: 29.1

Imager: 1/2.8" Focal Length: 8 - 20mm Camera Height: 10.00ft Tilt: -10.15° Scene Height: 10.00ft





Day - Ideal

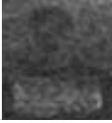
Dark No IR



29.1 ppf

210 ft

Away

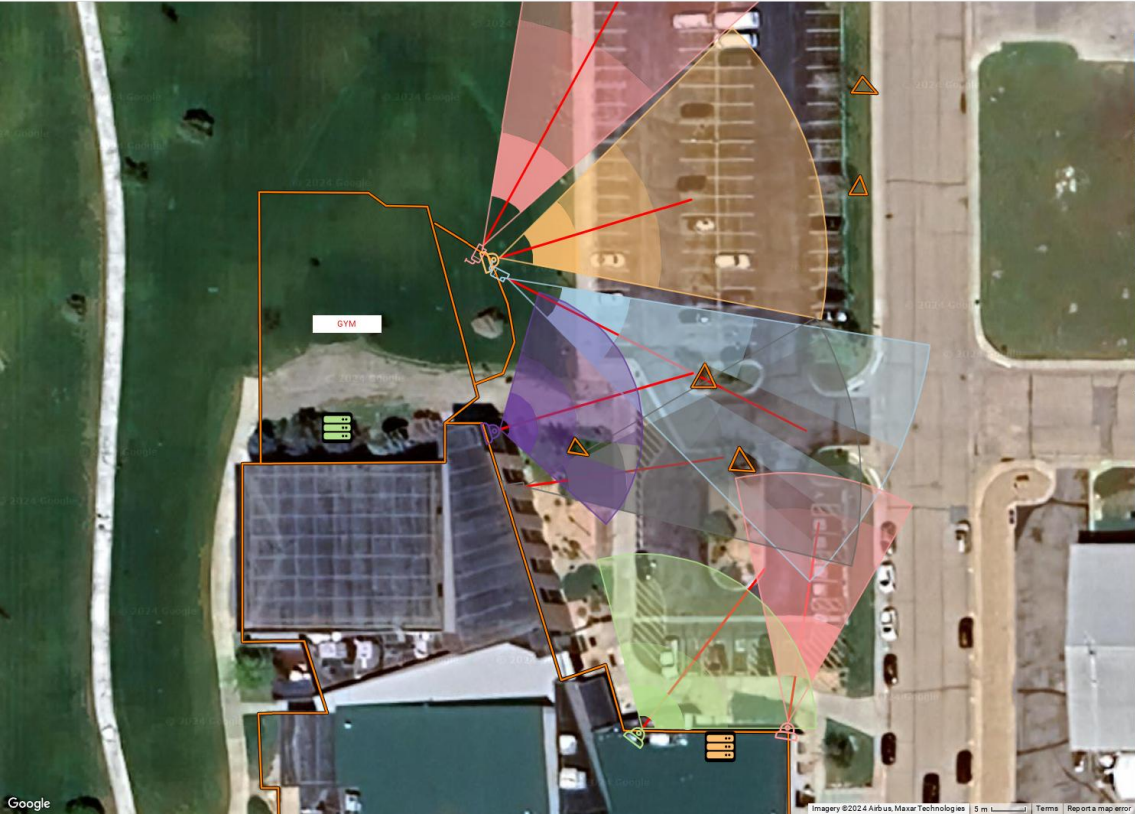


Warning: results may vary depending on light and camera

Camera 16 Existing

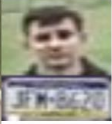


Model: Verkada CD62-E Resolution: 4K
H AoV: 116° Distance: 70ft Width: 141.4ft PPF: 27.2
Imager: 1/2.8" Focal Length: 2.8 - 8mm Camera Height: 10.00ft Tilt: -32.63° Scene Height: 10.00ft





Day - Ideal Dark With IR



27.2 ppf
70 ft
Away



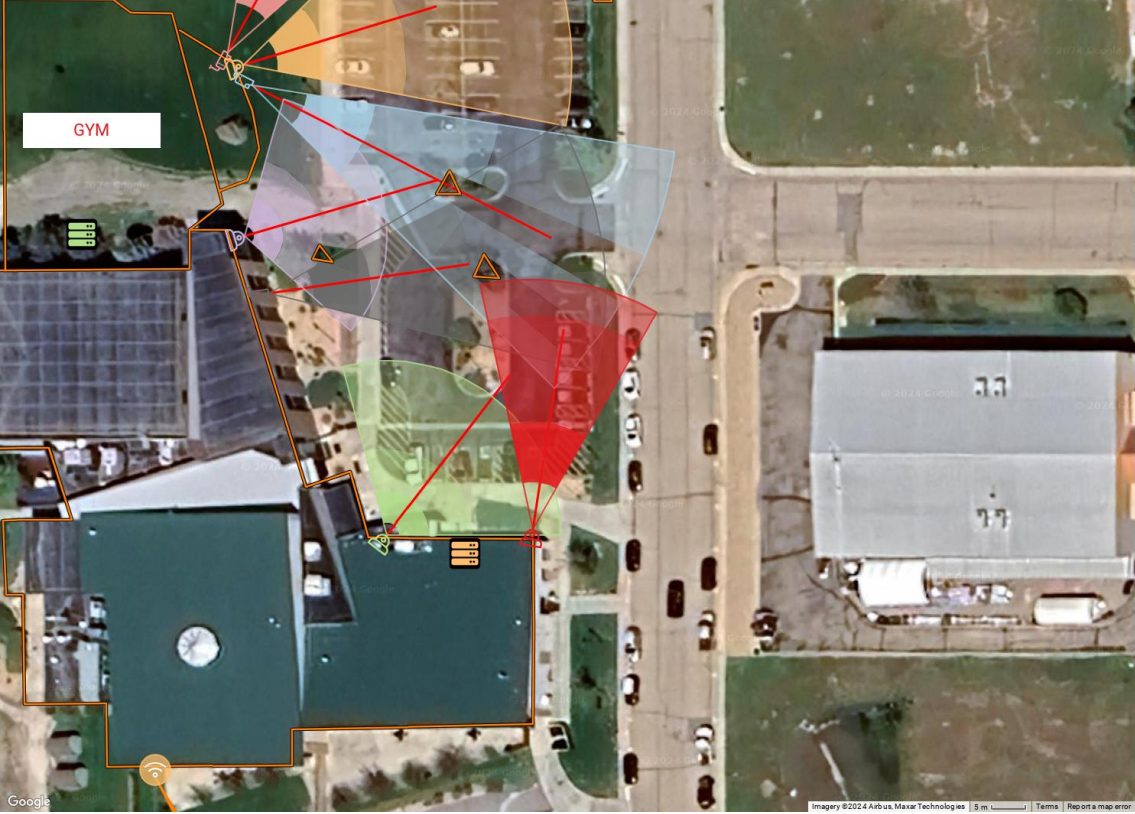
JFM-8620

Warning: results may vary depending on light and camera

Camera 17 Existing



Model: Verkada CD62-E Resolution: 4K
H AoV: 42° Distance: 122ft Width: 89.5ft PPF: 42.9
Imager: 1/2.8" Focal Length: 2.8 - 8mm Camera Height: 10.00ft Tilt: -11.81° Scene Height: 10.00ft





Day - Ideal Dark No IR



42.9 ppf
122 ft
Away



JFM-8620

Warning: results may vary depending on light and camera

Camera 19



Model: Verkada CD62-E Resolution: 4K

HAoV: 105° Distance: 85ft Width: 156.2ft PPF: 24.6

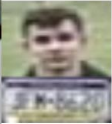
Imager: 1/2.8" Focal Length: 2.8 - 8mm Camera Height: 10.00ft Tilt: -29.53° Scene Height: 10.00ft





Day - Ideal

Dark With IR



24.6 ppf

85 ft

Away

Warning: results may vary depending on light and camera



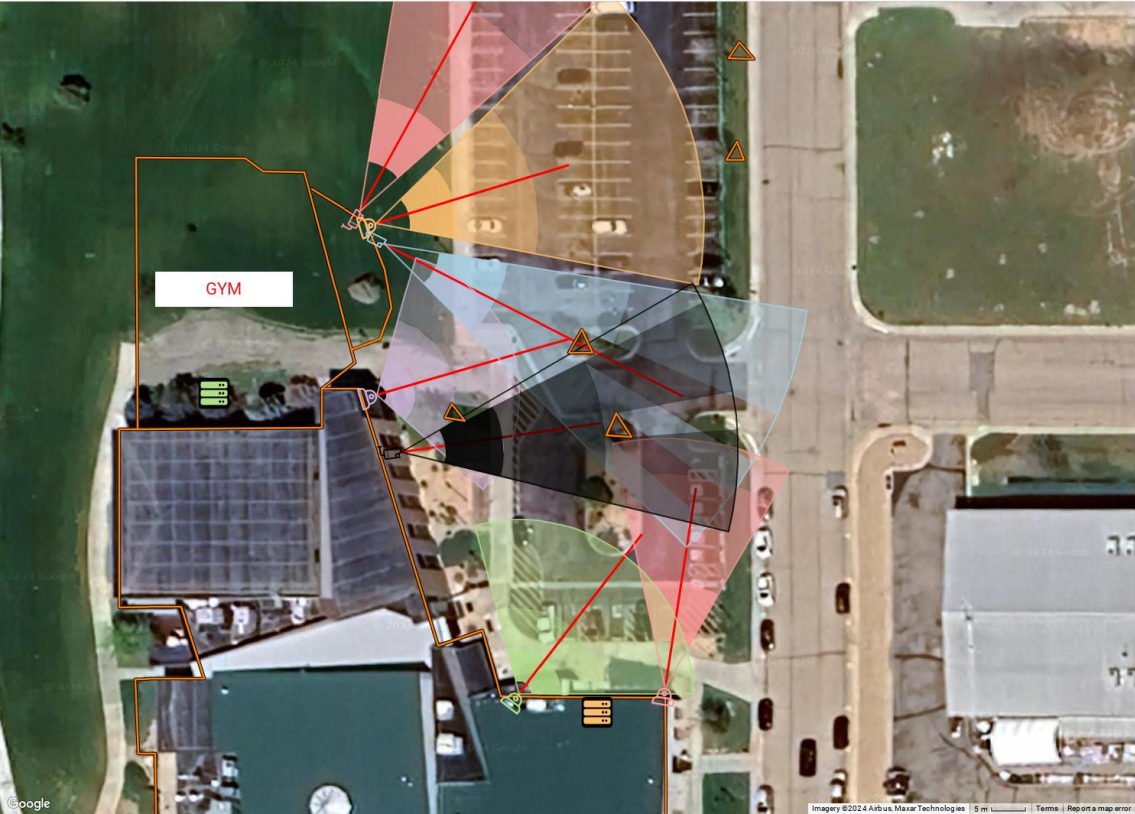
Camera 20



Model: Verkada CB62-E Resolution: 4K

HAoV: 44° Distance: 165ft Width: 126.4ft PPF: 30.4

Imager: 1/2.8" Focal Length: 2.8 - 8mm Camera Height: 10.00ft Tilt: -12.34° Scene Height: 10.00ft





Day - Ideal

Dark No IR

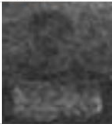


30.4 ppf

165 ft

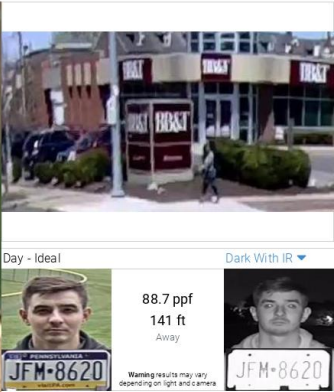
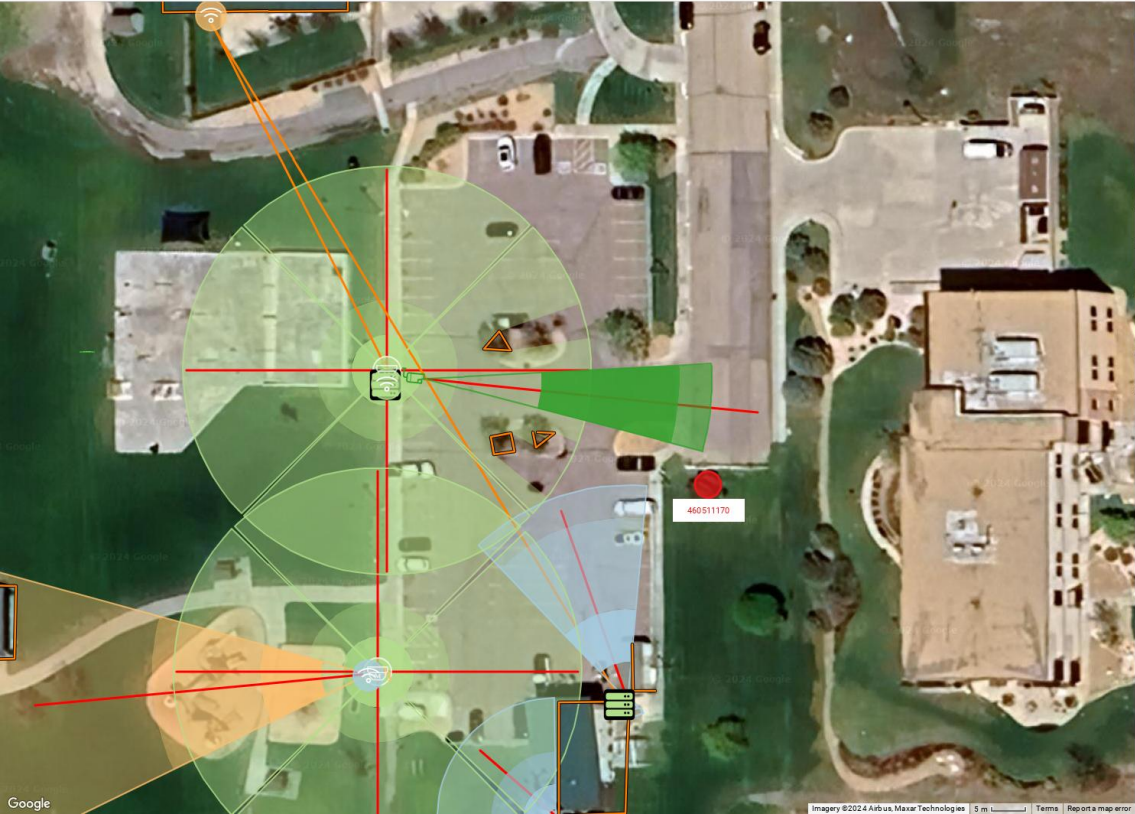
Away

Warning: results may vary depending on light and camera



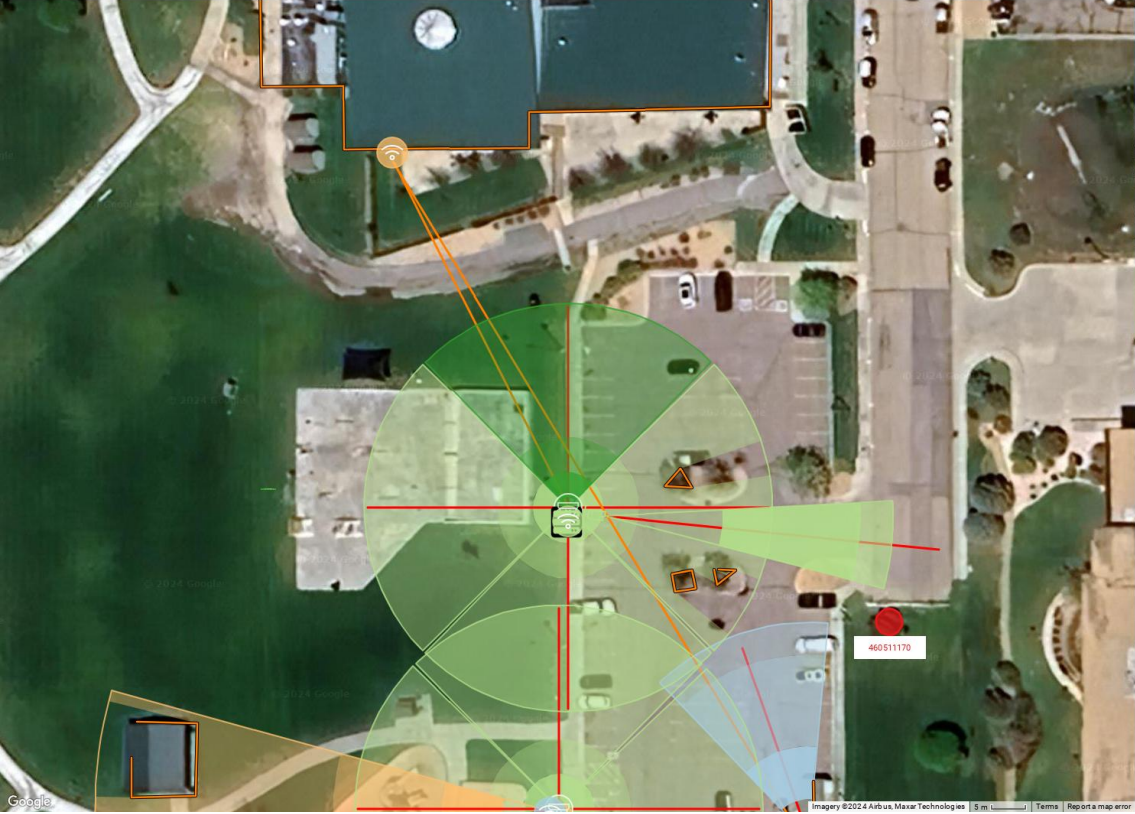
Camera CCP - 1

Model: Verkada CB62-TE Resolution: 4K
H AoV: 18° Distance: 141ft Width: 43.3ft PPF: 88.7
Imager: 1/2.8" Focal Length: 8 - 20mm Camera Height: 10.00ft Tilt: -4.95° Scene Height: 10.00ft



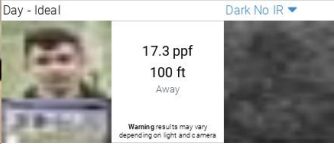
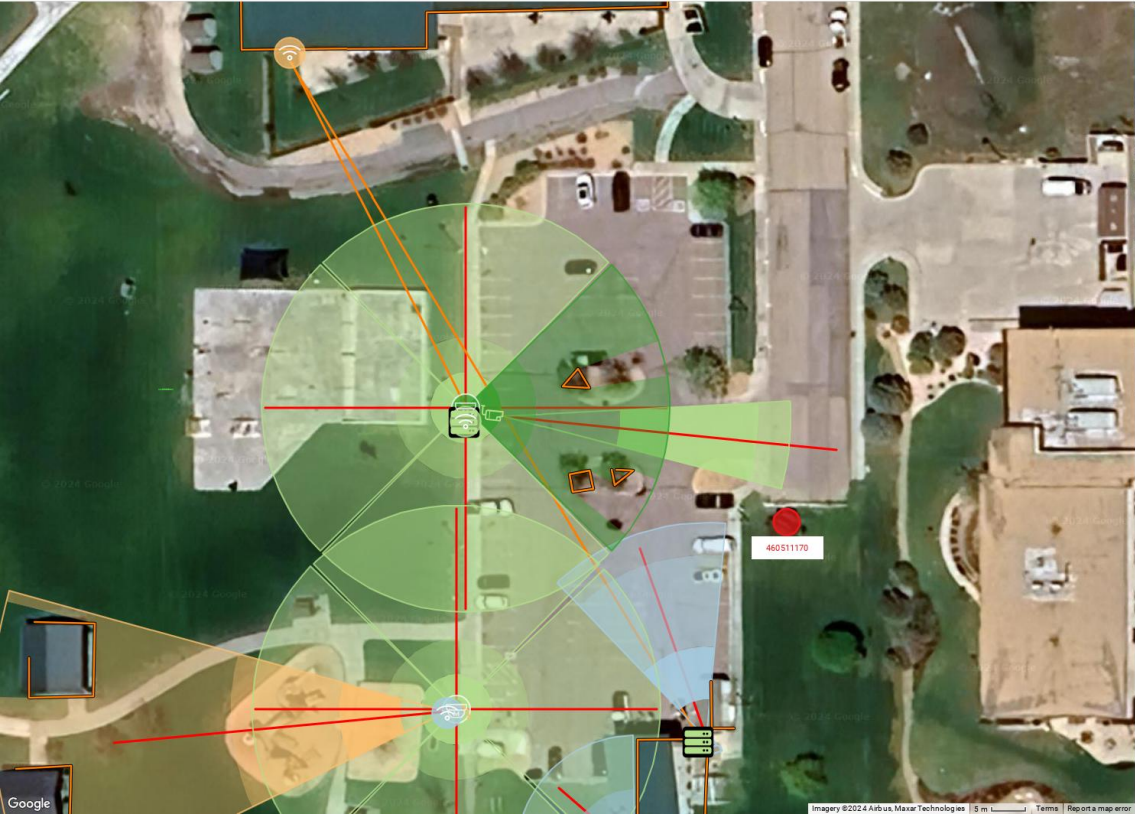
Camera CCP - 2: Imager 1

Model: Verkada CH52-E (Single Imager) Resolution: 2688X1944
H AoV: 89° Distance: 100ft Width: 155.3ft PPF: 17.3
Imager: 1/2.8" Focal Length: 3.29mm Camera Height: 10.00ft Tilt: -32.18° Scene Height: 10.00ft



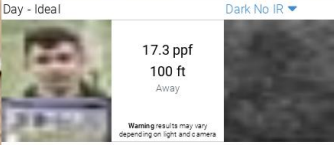
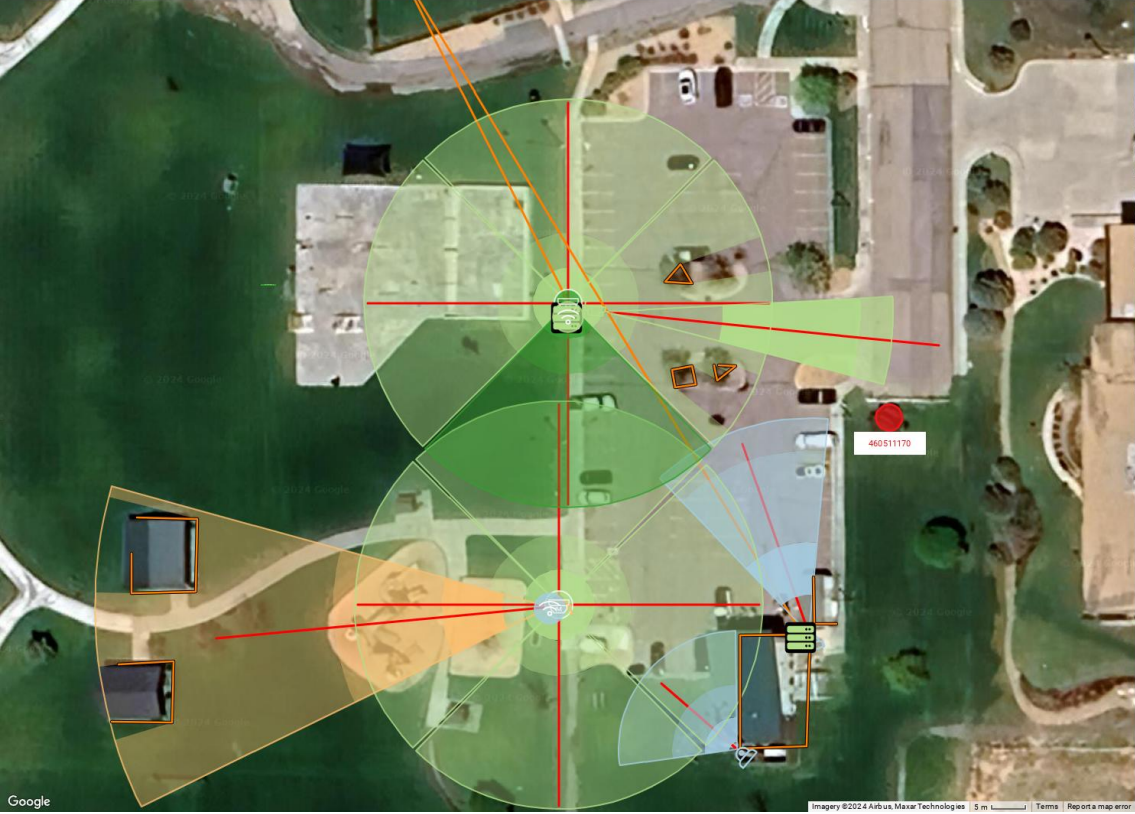
Camera CCP - 2: Imager 2

Model: Verkada CH52-E (Single Imager) Resolution: 2688X1944
H AoV: 89° Distance: 100ft Width: 155.3ft PPF: 17.3
Imager: 1/2.8" Focal Length: 3.29mm Camera Height: 10.00ft Tilt: -32.18° Scene Height: 10.00ft



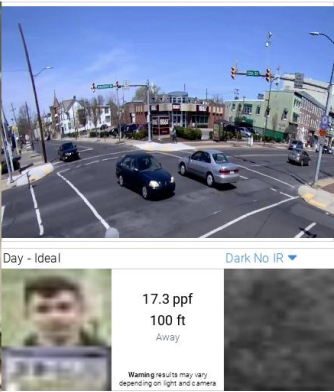
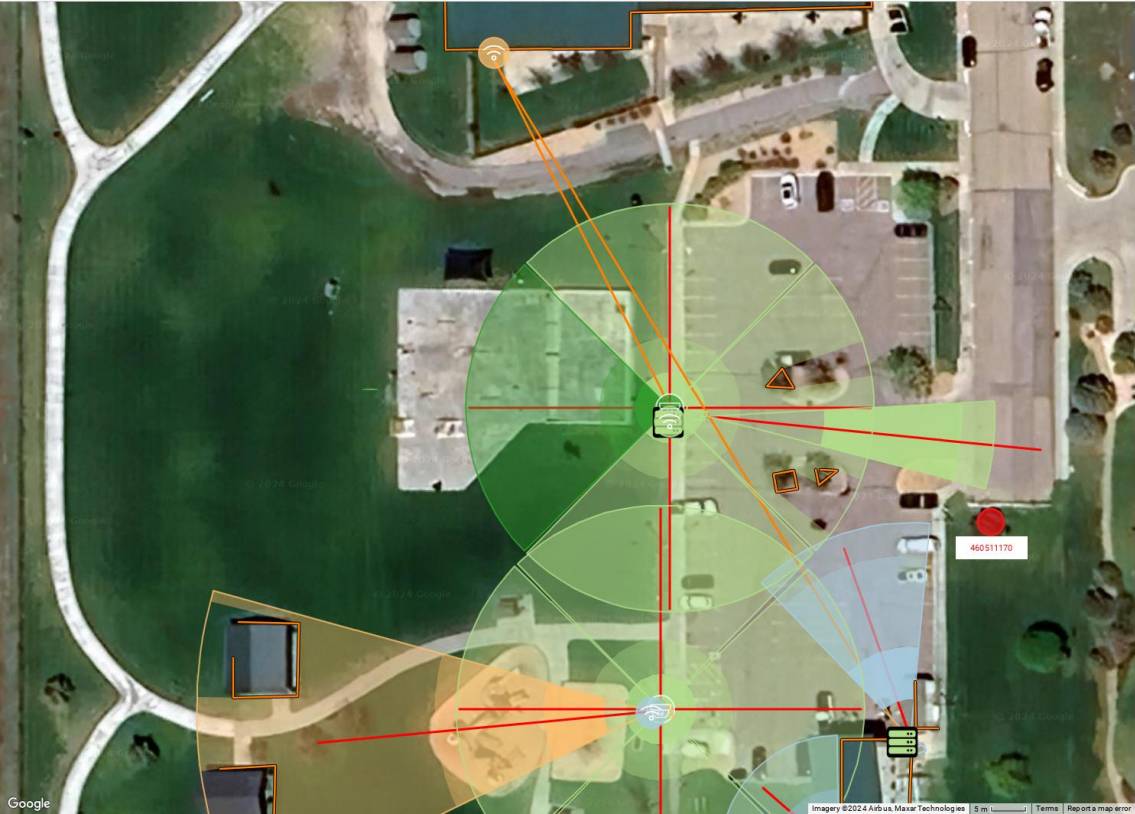
Camera CCP - 2: Imager 3

Model: Verkada CH52-E (Single Imager) Resolution: 2688X1944
H AoV: 89° Distance: 100ft Width: 155.3ft PPF: 17.3
Imager: 1/2.8" Focal Length: 3.29mm Camera Height: 10.00ft Tilt: -32.18° Scene Height: 10.00ft



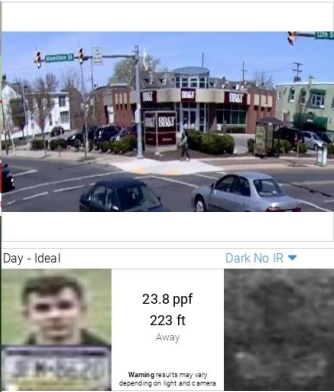
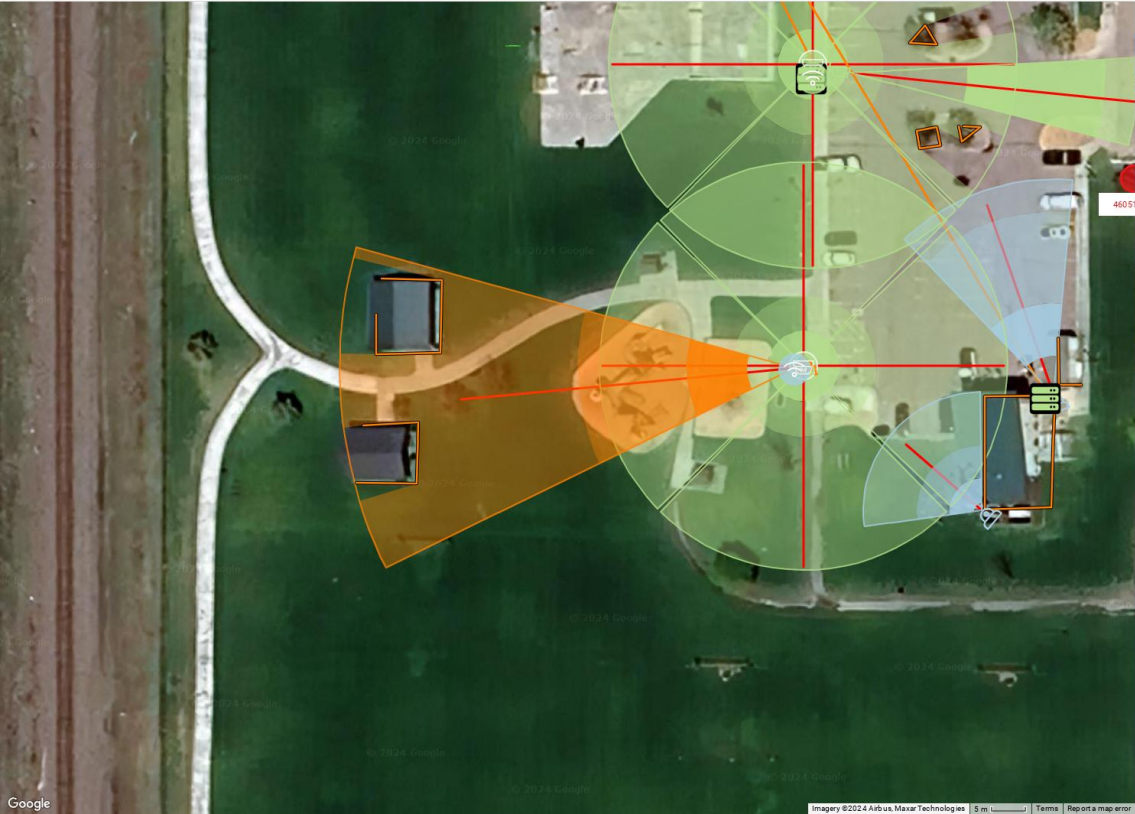
Camera CCP - 2: Imager 4

Model: Verkada CH52-E (Single Imager) Resolution: 2688X1944
H AoV: 89° Distance: 100ft Width: 155.3ft PPF: 17.3
Imager: 1/2.8" Focal Length: 3.29mm Camera Height: 10.00ft Tilt: -32.18° Scene Height: 10.00ft

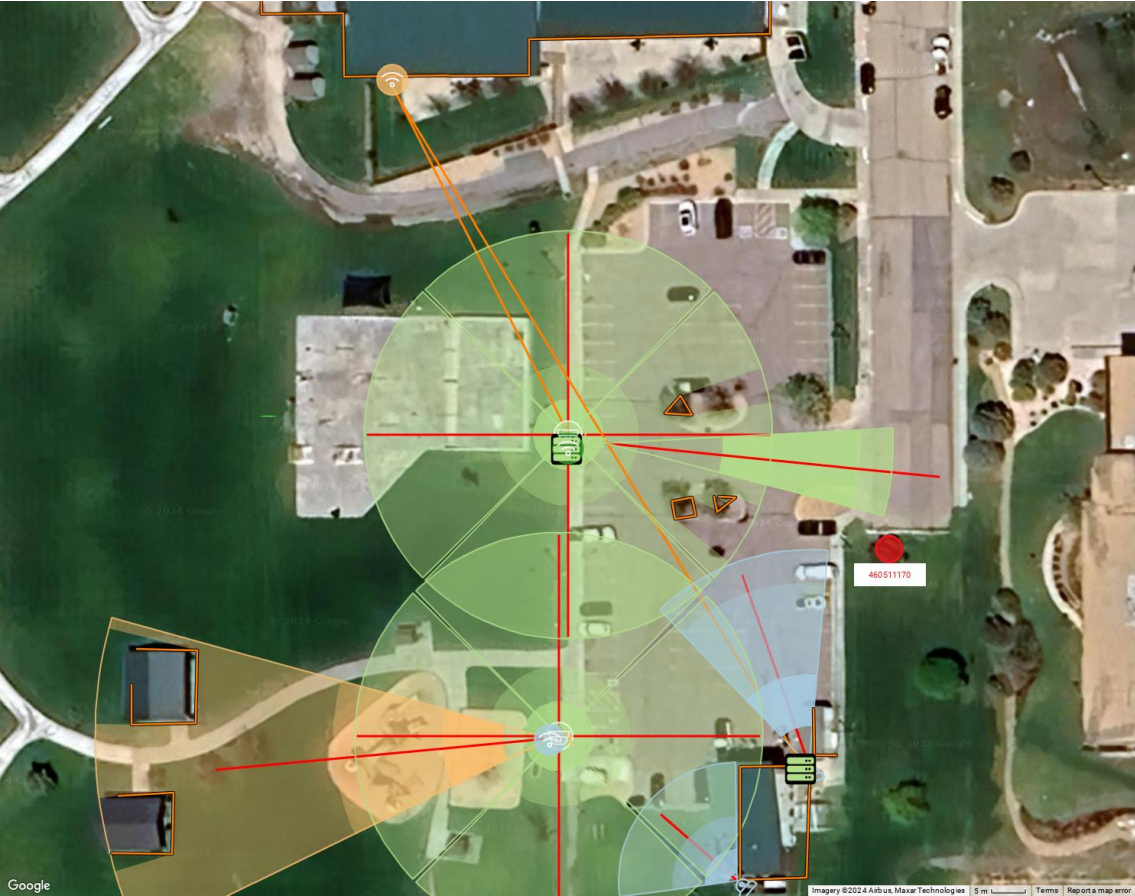


Camera CCP - 3

Model: Verkada CB62-TE Resolution: 4K
H AoV: 41° Distance: 223ft Width: 161.1ft PPF: 23.8
Imager: 1/2.8" Focal Length: 8 - 20mm Camera Height: 10.00ft Tilt: -11.64° Scene Height: 10.00ft

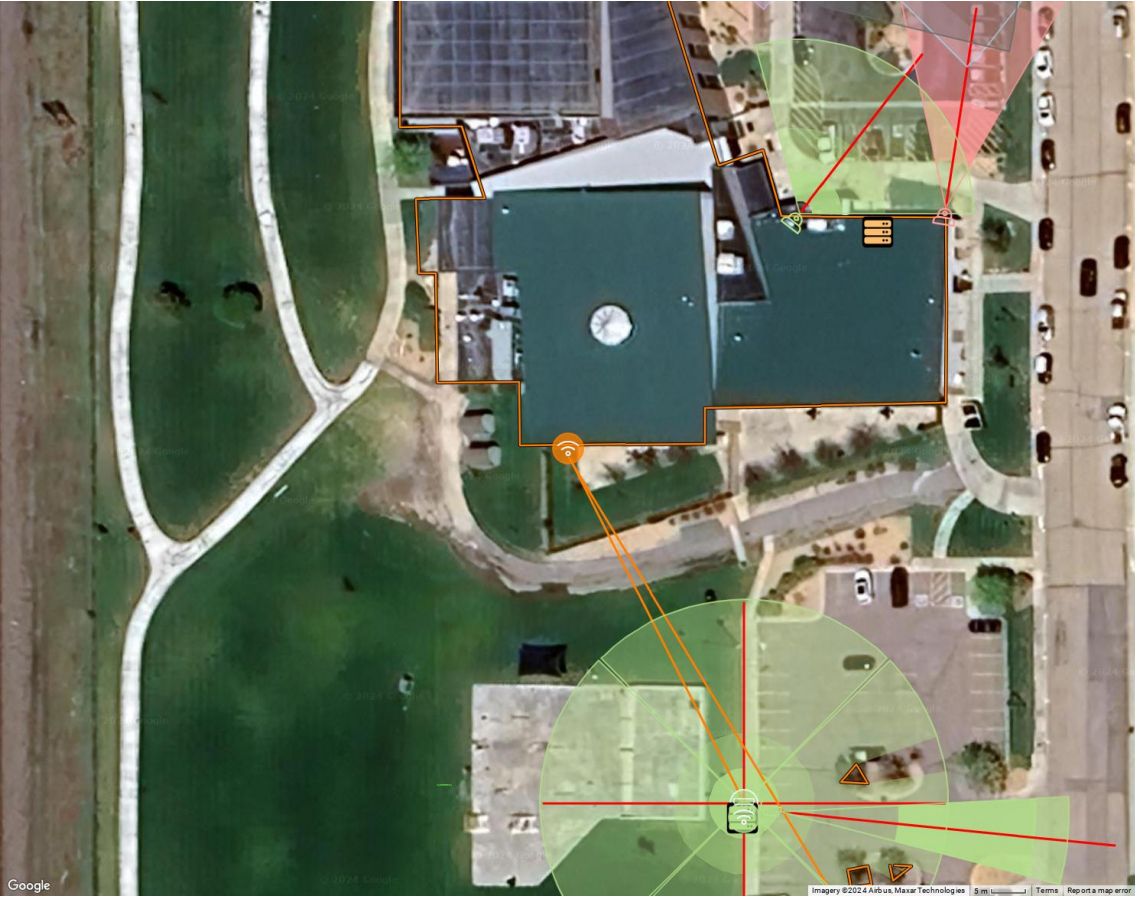


CCP - Access Point Receiver 1



Cable Calculations:
No connection
Manufacturer:
Model:
Notes:

CCP - Access Point Transmitter



Cable Calculations:
No connection
Manufacturer:
Model:
Notes:

Notes:

No cabled devices

Notes:

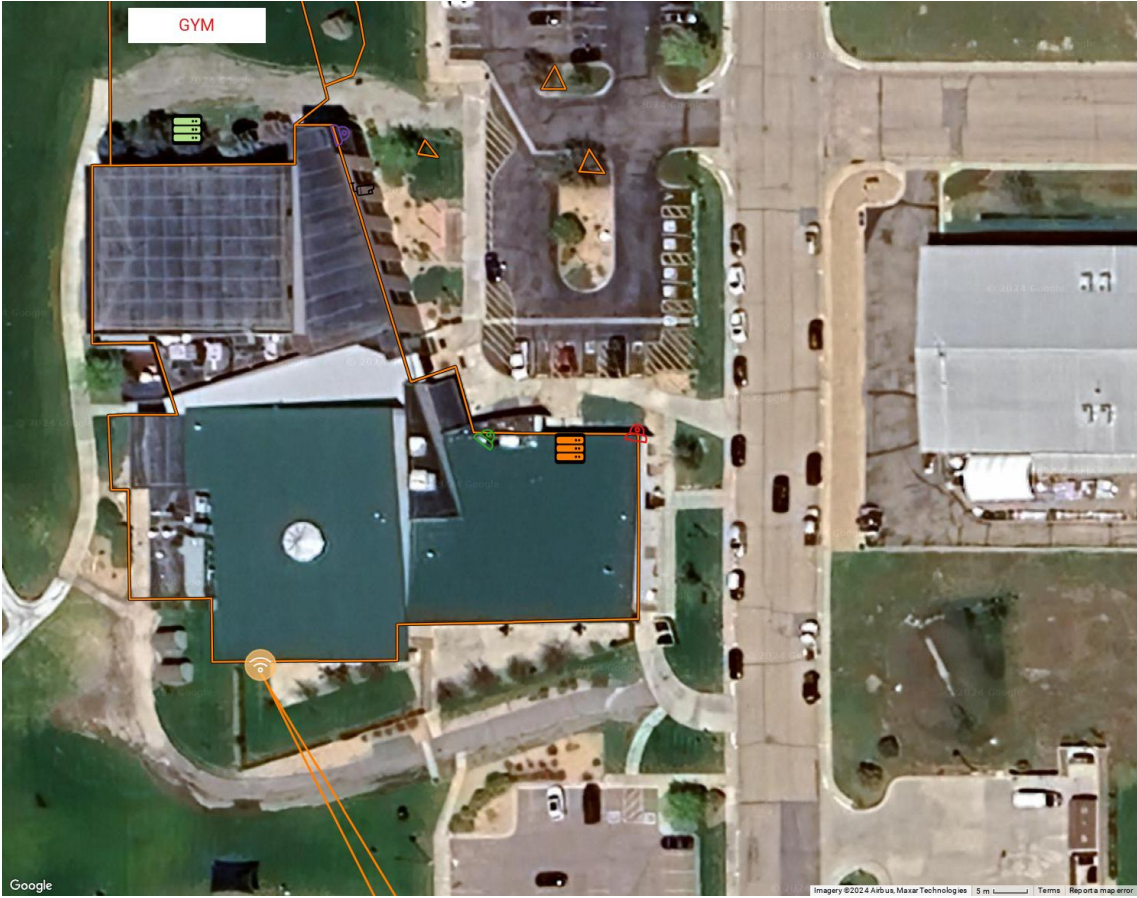
CCP - Exterior Switch 2



Cabled Devices: 0
Total Length: 0 ft
No cabled devices

Notes:

Network Closet 10



Cabled Devices: 0
Total Length: 0 ft
No cabled devices

Notes:

Network Closet 11



Cabled Devices: 0
Total Length: 0 ft
No cabled devices

Notes:

This presentation is an output of the IPVM Designer / Calculator but is the work product of the individual who created it. IPVM does not guarantee nor warranty the work therein nor its implementation. Issues that may impact actual performance include but are not limited to lighting conditions, lens quality, and compression level.



SUBJECT FOR DISCUSSION

Approve the Estimated 2024 Payment to Northern Colorado Water Conservation District (NCWCD) for Windy Gap Carriage Assessment Paid from the Utility Fund for an Amount Not to Exceed 281,405.16

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City has thirteen units of 1,300 acre feet of Windy Gap water. The assessment covers the cost of pumping, electrical power and general costs to operate the system and deliver the water to the City.

	2024 Estimated Cost	2023 True-up of Estimated Costs to Actual	2024 Total Due	2023 Assessment	Increase (Decrease)
<i>General Assessment</i>	\$ 46,800.00	0	\$ 46,800.00	\$ 46,800.00	0
<i>Carriage Cost</i>	131,659.24	25,574.72	157,233.96	137,161.34	20,072.62
<i>USBR Fixed Charges</i>	45,651.72	0	45,651.72	47,450.00	-1,798.28
<i>Pumping Power Cost</i>	40,894.23	-18,328.91	22,565.31	47,250.74	-24,685.43
<i>Indirect Cost</i>	9,154.17	0	9,154.17	9,154.17	0
<i>Net Assessment Amount Due</i>	\$ 274,159.36	\$7,245.81	\$ 281,405.16	\$ 287,816.25	(\$6,411.09)

FINANCIAL CONSIDERATIONS

The Utility Fund has \$350,000 budgeted for Windy Gap Water Delivery Charges.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve the payment of \$281,405.16 to NCWCD for the 2024 Windy Gap Carriage Assessment

Attachments: a. Invoice

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Windy Gap Enterprise
2024 Windy Gap Annual Assessments

March 1, 2024

Invoice #: 12403-R

Participant: **City of Fort Lupton**
 Payment Due Date: April 1, 2024
 Amount Due: **\$281,405.16**

	<u>Water Units</u>
2023 Units:	13
2024 Units:	13

Water orders based on the billing period of October 1 through September 30 are shown below:

	<u>Acre-Foot</u>
2023 Actual Water Delivery	1,126.6
2023 Estimated Water Delivery	1,300.0
	-173.4
2024 Estimated Water Delivery	1,300.0

Assessment billing components are summarized below:

	2024 Estimated Cost	Reconciliation of 2023 Estimated Cost to Actual Cost	Total Due
General Assessment Cost	\$ 46,800.00	\$ -	\$ 46,800.00
Carriage/OM&R Costs	\$ 131,659.24	\$ 25,574.72	\$ 157,233.96
Unused Capacity/In-Lieu Costs	\$ 45,651.72	\$ -	\$ 45,651.72
Pumping Power Cost	\$ 40,894.23	\$ (18,328.91)	\$ 22,565.31
Indirect Cost	\$ 9,154.17	\$ -	\$ 9,154.17
Total	\$ 274,159.36	\$ 7,245.81	\$ 281,405.16

AMOUNT DUE

\$ 281,405.16



SUBJECT FOR DISCUSSION

Approving the Addition of Axon Fleet 3 to Vehicles Purchased for 2024.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Council approved the contract for the upgraded Axon Fleet 3 contract in March 2023. As part of the 2024 budget cycle, two new vehicles were added to the fleet. Both vehicles need a vehicle camera system. The camera system can be added to the current Axon Fleet 3 contract, at a cost of \$5,804.20 per year and \$29,020.98 over the five-year contract. This addition does not extend the Axon Fleet 3 contract, which is set to expire February 2029.

FINANCIAL CONSIDERATIONS

This camera system addition is included in the 2024 General Fund PD Contractual Services budget.

LEGAL/POLITICAL CONSIDERATIONS

None.

ALTERNATIVES/OPTIONS

None.

STAFF RECOMMENDATIONS

Staff recommends approving the resolution.

Attachments: a. Axon Quote Q-549694-453310732KH

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-549694-45331.732KH

Issued: 02/09/2024

Quote Expiration: 03/30/2024

Estimated Contract Start Date: 05/15/2024

Account Number: 107329

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Fort Lupton Police Dept. - CO 130 S McKinley Ave Fort Lupton, CO 80621-1343 USA	Fort Lupton Police Dept. - CO 130 S McKinley Ave Fort Lupton CO 80621-1343 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	William Carnes Phone: 720-683-8593 Email: wcarnes@fortluptonco.gov Fax: (303) 857-2703

Quote Summary

Program Length	57 Months
TOTAL COST	\$29,020.98
ESTIMATED TOTAL W/ TAX	\$29,020.98

Discount Summary

Average Savings Per Year	\$547.92
TOTAL SAVINGS	\$2,602.62

Payment Summary

Date	Subtotal	Tax	Total
Apr 2024	\$5,804.18	\$0.00	\$5,804.18
Feb 2025	\$5,804.20	\$0.00	\$5,804.20
Feb 2026	\$5,804.20	\$0.00	\$5,804.20
Feb 2027	\$5,804.20	\$0.00	\$5,804.20
Feb 2028	\$5,804.20	\$0.00	\$5,804.20
Total	\$29,020.98	\$0.00	\$29,020.98

Quote Unbundled Price:	\$31,623.60
Quote List Price:	\$29,020.98
Quote Subtotal:	\$29,020.98

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	2	57	\$277.40	\$254.57	\$254.57	\$29,020.98	\$0.00	\$29,020.98
Total							\$29,020.98	\$0.00	\$29,020.98

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	2	05/01/2024
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	2	05/01/2024
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	2	02/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	2	05/15/2024	02/14/2029
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	2	05/15/2024	02/14/2029
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	2	05/15/2024	02/14/2029
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	4	05/15/2024	02/14/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	2	05/01/2025	02/14/2029
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	05/01/2025	02/14/2029

Payment Details

Apr 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3A	Fleet 3 Advanced	2	\$5,804.18	\$0.00	\$5,804.18
Total				\$5,804.18	\$0.00	\$5,804.18

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3A	Fleet 3 Advanced	2	\$5,804.20	\$0.00	\$5,804.20
Total				\$5,804.20	\$0.00	\$5,804.20

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3A	Fleet 3 Advanced	2	\$5,804.20	\$0.00	\$5,804.20
Total				\$5,804.20	\$0.00	\$5,804.20

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3A	Fleet 3 Advanced	2	\$5,804.20	\$0.00	\$5,804.20
Total				\$5,804.20	\$0.00	\$5,804.20

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3A	Fleet 3 Advanced	2	\$5,804.20	\$0.00	\$5,804.20
Total				\$5,804.20	\$0.00	\$5,804.20

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/9/2024





SUBJECT FOR DISCUSSION

Adopting the Revised Memorandum of Understanding Between the City of Fort Lupton and the Weld RE-8 School District Regarding the School Resource Officer Program

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Memorandum of Understanding (MOU) between the City and the School District was last revised and approved in 2019. Since that time, the School Resource Officer program has expanded and changed. In collaboration with School District Administrators, the PD has updated the MOU to incorporate added staff and clean-up some of the language. There are no substantial changes to the terms of the MOU.

FINANCIAL CONSIDERATIONS

None.

LEGAL/POLITICAL CONSIDERATIONS

None.

ALTERNATIVES/OPTIONS

None.

STAFF RECOMMENDATIONS

Staff recommends approving the resolution.

Attachments: a. Memorandum of Understanding

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

**MEMORANDUM OF UNDERSTANDING (MOU) REGARDING THE
IMPLEMENTATION AND ADMINISTRATION OF
SCHOOL RESOURCE OFFICERS (SRO's) IN SCHOOLS**

THIS MEMORANDUM OF UNDERSTANDING (MOU), dated as 2/20/2024 hereinafter set forth, is made by and between the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado (hereinafter referred to as the "City" or the "Police Department") and WELD RE-8 SCHOOL DISTRICT (hereinafter referred to as the "School District" or the "District") (collectively as "Parties").

THE PARTIES AGREE AS FOLLOWS:

1) **AUTHORITY:**

This Memorandum of Understanding MOU is made by and between the Parties in accordance with C.R.S. Section 29-1-203, et seq.

2) **PURPOSE:**

The purpose of this MOU is to formalize the relationship between the City and the School District in order to foster an efficient School Resource Officer Program that will build a positive working relationship between law enforcement and the youth of Fort Lupton with the stated goal of enhancing the safety of the learning environment; improve school and law enforcement effectiveness; and improve perception and relations between students, staff, the community and law enforcement officers.

WHEREAS, the purpose of this document is to establish a School Resource Officer Program and to set forth guidelines to ensure law enforcement, school officials and the communities they serve have a shared understanding of the goals of the SRO program;

WHEREAS, the parties recognize the paramount importance of a safe environment and good physical, mental and emotional health to the academic and life success of its students;

WHEREAS, the parties agree that an effective School Resource Officer Program defines the role of the School Resource Officer (hereinafter "the SRO") within the context of the educational mission of the school, distinctions between disciplinary misconduct handled by the school officials, criminal offenses handled by law enforcement, information sharing, SRO training requirements, program assessment and School Resource Officer Program structure;

WHEREAS, it is the intent of the City and of the School District that the SRO receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties hereto seek to codify their understanding of their respective obligations and agreements set forth in this MOU as follows:

3) **TERM.**

This MOU will be in effect for the School year commencing in August 2024 and shall continue for one year. Unless the MOU is terminated in writing by either party within 60 days of expiration of the initial term, the MOU shall automatically renew annually. Each year the MOU will be reviewed in March prior to budget planning for the School District.

4) **SALARY AND EXPENSES OF SRO**

Subject to annual appropriation by the School District of the availability of appropriated funds, the School District shall be responsible for payment of 75% of the salary, benefits, costs and training

expenses of the SRO program. Also subject to annual appropriation by the City of the availability of appropriated funds, the City shall be responsible of the remaining 25% of the SRO's salary, benefits, costs and training expenses. Accrued overtime will be paid by the entity requesting the SRO to work additional hours over the 80-hour pay period. Additional hours worked may be flexed within the pay period, provided the additional hours are continuous with the normally scheduled shift. The City will also furnish any equipment and training required for the operation of the SRO partnership.

5) ORGANIZATIONAL STRUCTURE.

The City shall be responsible for interviewing candidates for the SRO positions and shall choose the officers required and approved for the positions. At the City's discretion they may invite key personnel from the District to participate in such interviews but it is not required. The City shall retain the exclusive right to exercise customary functions of day to day supervision and employee management of the SRO. The SRO shall at all times remain an employee of the City of Fort Lupton, Colorado. The SRO shall have completed basic school resource officer training and be certified to serve as the SRO, prior to or within one year of appointment. The SRO shall be dedicated to working at the School District on a full-time basis during hours the schools are in regular session, but the City reserves the right to remove the SRO at any time if Fort Lupton Police Department staffing levels fall below acceptable norms or emergency circumstances so dictate, removal of the SRO's for extended period of times would result in adjusting financial responsibility for the SRO's salary, benefits and training as appropriate. The City and the School District shall each designate a contact person to facilitate communications regarding the SRO's work performance.

6) SRO SCHEDULE AND ASSIGNMENT

SRO schedules will be determined during a collaborative meeting between the School District administrators and Police Department command staff. Schedules will reflect the goals of the SRO program along with the expected duties of the SRO throughout the school year and the training requirements imposed on law enforcement officers. The School and Police Department recognize that SRO schedules will need to be reasonably flexible in order to accommodate program goals without placing undue hardship on the SRO, the School District, or the Police Department.

SROs will be scheduled to ensure availability during normal school hours in the Weld RE-8 district, within the City of Fort Lupton. Adjustments outside these regular hours shall be by mutual agreement in writing between school administration and the Police Department designee.

7) SRO RESPONSIBILITIES

- a) The SRO shall be responsible for carrying out all duties of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Fort Lupton Police Department. Any complaints about the SRO shall be handled by the Police Department. The SRO is not responsible for enforcement of the code of student conduct and shall refrain from being involved in enforcement of disciplinary rules that do not constitute violations of criminal law except where requested by School staff. Absent a real and immediate threat to a student, teacher or general school safety, building-level school administrators shall have final authority within the School building.
- b) The SRO is not a formal counselor or educator and will not act as such. However, the SRO may be used as a resource to assist students, faculty and staff of the School. The SRO may be utilized to instruct students and faculty on a variety of subjects ranging from alcohol and drug education to formalized academic classes. The SRO will utilize these opportunities to build rapport with

students. The expectation is that the SRO will work cooperatively with the School Principal to identify at least 1 educational activity per semester.

- c) The SRO's first priority shall be to enforce the criminal laws and to protect students, staff and the public at large against criminal activity at the School. The SRO shall take all necessary enforcement action on criminal matters as is necessary per Fort Lupton Police policies and procedures. Upon taking any law enforcement action, the SRO shall notify the school principal as soon as practicable of any violations or actions which impact school discipline, order or and safety. This may include interviewing suspects and victims of criminal violations, issuing summonses, and addressing traffic concerns. Should it become necessary to conduct formal law enforcement interviews with the students, the SRO shall take into consideration District Policy, City policy, and legal requirements with regard to such interviews.
- d) The SRO shall assist school administrators, staff, and faculty in developing emergency procedures and emergency management plans to include prevention and/or minimization of dangerous situations. District Threat Assessments, Safety Plans, Suicide Risk Assessments, and Crisis Plans may be included at the discretion of the building administrator. The SRO shall be familiar with District policy, regulations and guidelines related to safety and student conduct and discipline issues, including the District's Code of Conduct (collectively, "District Policy"). The SRO may assist in enforcing District Policy, but shall not take into physical custody any student who has only violated District Policy. It shall be understood and agreed that SRO, as law enforcement officers, can only detain or take into physical custody a student where there is reasonable suspicion or probable cause that such student has committed a criminal offense or other legal and lawful custodial purposes. The SRO shall, as the schedule allows, remain visible during times throughout the school day where potential for issues or problems may arise which includes both before and after school, during exit and entry but this does not mean that they should be used for regularly assigned lunchroom duties, hall monitoring or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is resolved.
- e) The SRO will wear a Fort Lupton issued police uniform with all necessary accessories and equipment. The SRO shall complete all applicable reports in a timely manner and where practical, shall coordinate investigative procedures between law enforcement and school administrators. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or the SRO's assistance is requested by school personnel. The SRO shall be highly visible throughout the School and shall attend School functions and special events as needed. In that event, the Principal, the SRO and the SRO's supervisor may agree to adjust the SRO's working hours. The SRO's working hours may not exceed 40 per week unless approved by the Principal and the SRO's supervisor. In such event any overtime shall be compensated by the School District by direct payment to the City. The SRO shall attend all law enforcement agency in service training but shall make all reasonable attempts to schedule training so as to minimize absences from the school grounds. The SRO's shall communicate scheduled events and training in a timely manner with as much advance notice as possible, and the school administration should also annually provide a schedule for the afterschool events and activities requested for additional SRO coverage outside the contracted day.
- f) The SRO may be assigned duties by the Police Department during School holidays, teacher in-service days, breaks and summer vacation which may include general law enforcement duties and may not relate to the SRO program.

8) SCHOOL RESPONSIBILITIES

In addition to the payment obligations set forth in paragraph 3 above, the School shall have certain responsibilities as it pertains to the SRO. The School shall provide the SRO with a private, appropriately furnished office space at the School. The SRO shall be given an adequate opportunity to address students about the SRO program and its objectives. When School personnel discover weapons, drugs, alcohol or other illegal contraband on school property, the SRO shall be immediately notified. Any contraband so seized shall be confiscated by the SRO according to the Fort Lupton Police policy and properly disposed of. School personnel shall promptly notify the SRO of the names of individuals who are not allowed on School property and shall notify the SRO of any anticipated parental problems resulting from disciplinary action taken against a student. The School shall work cooperatively with the Fort Lupton Police Department to make any needed adjustments to the SRO Program throughout the year. The School shall provide the SRO and the Fort Lupton Police Department with updated copies of all laws, rules, regulations, and school board policies applicable to employees of the School, including but not limited to laws, rules, regulations and policies regarding access to confidential school records, detention, investigation and searching of students on school premises.

9) GOVERNING LAW/SEVERABILITY

The parties agree 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. In the event any provision of this MOU is found to be unenforceable, the applicable provision shall be stricken and the remaining provisions of the MOU shall remain in effect.

10) NO WAIVER OF GOVERNMENTAL IMMUNITY

The Parties, their elected officials, officers and employees are relying upon, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or otherwise available to the Parties. Nothing herein shall operate as a waiver of any right the Parties have of governmental immunity under Colorado law which is specifically herein reserved.

11) AMENDMENT/MODIFICATION

- a) No amendment or modification of this MOU shall be effective unless approved in writing by the School and the City.
- b) The City and Weld Re-8 Schools are jointly responsible for the decision to select the schools that are part of the SRO Partnership.

12) ENTIRE AGREEMENT

This MOU constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be

amended, modified or changed, in whole or in part, only by written agreement approved and signed by each party.

13) NON-ASSIGNMENT

This MOU and each and every covenant herein, shall not be capable of assignment except with the prior consent of both parties.

14) APPROVAL REQUIRED

- a) This MOU is subject to the final approval of the Fort Lupton City Council and signature by the Mayor of Fort Lupton and the Weld County School District RE-8 Board.
- b) The School District's participation under this MOU is subject to annual appropriation of funds by the School District.

15) LOCAL CONCERN

The Parties agree and acknowledge that the activities contained in this MOU are matters of local concern only, and that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this MOU shall be construed as matters of statewide concern.

16) LIABILITY OF PARTIES

The provision of services under this MOU is for the benefit of both Parties to the MOU. Each party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Memorandum of Understanding (MOU) on the dates indicated below.

EXECUTED THIS _____ DAY of _____, _____

CITY OF FORT LUPTON, COLORADO

WELD COUNTY SCHOOL DISTRICT RE-8

BY: Zo Hubbard, Mayor

BY: Alan Kaylor, Superintendent of Schools

QUOTE



Account Name: Fort Lupton - Parks & Recreation
Project Name: 41566-Fort Lupton Rec Center Patio Abrio - CO
Project ID: 41566
Bill To Name: Fort Lupton - Parks & Recreation
Bill To Address: 203 S Harrison Ave
Fort Lupton, CO 80621
United States
Contact Name: Doug Cook
Phone: 303-857-4200x6164
Email: dcook@fortluptonco.gov

Created Date: 2/27/2024 2:10 PM
Quote Number: QUO-23342-J7G5W6
Quote Name: 41566-Fort Lupton Rec Center Patio
Abrio - CO_VB
Prepared By: Michelle Lynn
Email: mlynn@vortex-intl.com
Incoterm:

VOR	Product No.	Product Name	Description	QTY
1- Play Products				
		Custom Feature	VOR 3506 Abrio 6	1
5- Accessories				
	12040	Factory Discount		1
	12010	Buying Group - Products	NPP Discount Products	1
9- Transport				
	19030	Freight Fee		1
18020	18020	Packaging Fee		1

Additional Information

5% factory discount valid until March 31st

Total Summary

Customer Signature:

**Enquire about our cooperative purchasing programs.
Thank you for doing business with us!
Pricing is valid for a period of 45 days.**

Products: 93,791.00
Discount: (9,379.10)
Transport: 4,330.00
Subtotal: 88,741.90
Total: 88,741.90
Currency: US Dollar
Incoterm:

Terms & Conditions

Products Payment Terms: Product <\$100K: 50% deposit at PO, 50% Net 45

Freight Charges

Please note: freight charge is an estimate and is subject to change without notice. Vortex reserves the right to adjust the freight charge quoted above. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply.

Purchase Contract Terms & Conditions of Sales

The following terms and conditions (the "Terms and Conditions") form part of the Purchase Contract (the "Purchase Contract") between yourself (the "Customer, and Vortex Aquatic Structures International and/or Vortex USA Inc. ("Vortex"). The Customer's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract.

Payment Terms

Unless otherwise specified in the Purchase Contract, payment by the Customer of the purchase price specified in the Purchase Contract (with all applicable taxes, the "Purchase Price") shall be on the following terms: 100% of the Purchase Price to be paid prior to Vortex commencing production on the Customer's order. Any overdue balances are subject to interest charges of 1.5% per month.

Unless otherwise specifically stated, all sales taxes or any other personal property taxes, use taxes, duties, excises, levies or tariffs imposed by any government authority and incurred by Vortex through performance of the Purchase Contract will be the Customer's responsibility. Without limiting the generality foregoing, applicable taxes will be applied to all taxable goods and services included in the Purchase Contract as amended from time to time. Customers are advised to consult with their financial and tax advisors to obtain further information regarding taxes applicable to their purchase.

Vortex maintains a no return policy and asks all Customers to determine feature and color selection carefully. If a Customer cancels an order after production has commenced, Vortex reserves the right to charge (and the Customer agrees to pay) a 40% re-stocking fee.

Cheque, Wire Transfer, Irrevocable Letter of Credit or Credit Card (note: an administrative fee of 3.5% may apply to payments made via Credit Card) are considered acceptable payment methods.

Except where title to the products contained in the Customer's order is explicitly transferred by Vortex to the Customer and the Purchase Price is paid in full, title to and right to possession of such products shall remain with Vortex until the Purchase Price and all sums due or become due from the Customer are fully paid.

Should the goods comprising the Customer's order be connected to the ground or real property or buildings because of foundations or mechanical parts, then this connection is to be considered as transitory in nature until payment in full of the Purchase Price.

Unless otherwise agreed, projects where Vortex is supplying goods without installation, the risk of loss of the goods shall pass to the Customer when the goods are delivered to the Customer or its agent or to a carrier for delivery to the Customer or its agent, whichever event shall first occur. In the event of where Vortex is supplying and installing goods, risk of loss of the goods shall pass to the Customer upon completion of the project.

Lead Times & Logistics

Vortex' standard lead times are up to 3-4 weeks for embeds, up to 6-8 weeks for Play Products, up to 10 weeks for Water Recirculation Equipment, up to 16 weeks for Elevations and up to 16 weeks for Waterslides. The lead times are contingent upon receipt of signed Purchase Contract, approved drawings, and all applicable color selections. Expected timing for order completion and shipment will be communicated to the Customer at the time the Purchase Contract is signed by the Customer and acknowledged by Vortex.

Vortex reserves the right to refuse a Customer's delivery date change request if a delivery date confirmation has been previously confirmed/communicated to the Customer. All fees related to the delivery will be the sole responsibility of the Customer and will be borne by them. Storage fees will be charged if the Customer is unable or unwilling to receive the product as per the dates communicated by Vortex. The storage fees are payable before release of the shipment.

All products will be packaged to mitigate damage during shipment. All shipments must be inspected upon delivery and any damage, errors or omissions must be reported to Vortex at support@vortex-intl.com and the transport company within 24 hours of receipt of goods. Vortex reserves the right to amend and modify the transportation costs based on the Customer's request.

Service & Support

Digital versions of operations and maintenance manuals will be provided at the later of either the delivery of the products or completion of the project installation. Vortex is not responsible for coordination the installation project unless otherwise specified in the Contract. The Customer is responsible for coordinating installation schedules with Vortex to ensure that the site is ready for Vortex' products and services. Vortex reserves the right to charge the Customer and the Customer agrees to pay for any additional time or idle time on site and all additional expenses incurred as a result of the site not being ready for the planned services.

Vortex reserves the right to cancel supervision, installation start-up and commissioning services if Vortex deems the site unsafe or not ready. The Customer is responsible for ensuring a safe working environment for any Vortex or contracted service technicians. Vortex reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site as well as any additional expenses incurred as a result of waiting to rectify an unsafe work condition.

Exclusions

Unless otherwise specified, the following is excluded from Vortex' purchase agreement price and responsibility: project management, project coordination, loading and unloading, onsite storage, installation services, permits and permit fees, local, state and or health department codes and approvals, OSHA documentation, onsite electrical work, electrical connections, onsite plumbing work and plumbing connections, bonding payment, geotechnical survey work, excavation & removal of materials, concrete surfacing, slab design and concrete footings.

General Terms & Conditions

The Customer has reviewed local codes and standards and has accepted the design and product specifications, including custom-designed features by signing the Purchase Contract. For orders including water recirculating equipment, the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained, unless otherwise noted. Any design changes requested after signing the Purchase Contract will be subject to additional fees.

The Customer agrees to pay on demand all expenses reasonably incurred by Vortex in efforts to collect the amounts owing under the Purchase Contract. The Customer shall pay reasonable legal costs (fees and disbursements), including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs.

Confidentiality: The design details and specifications of the products included in the Customer's order, including without limitation, fabrication drawings, samples, sketches, photographs, foundation drawings, approval drawings, shipping lists, manuals and any other technical details (collectively, the "Confidential Information") supplied are the property of Vortex and are confidential. The Customer shall not, without prior written consent of Vortex, use the Confidential Information except in connection with the installation and operation of the goods supplied or disclose such Confidential Information to third parties unless compelled by law.

Limitation of Liability: The aggregate liability of Vortex, its affiliates, and their respective employees, directors, officers, agents and contractors for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, installation, resale, repair, replacement or use of any product will in no case exceed the actual portion of the Purchase Price paid by the Customer for the Purchase Contract. In no event will the Vortex be liable for special, indirect, or consequential damages. The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract.

Vortex is not responsible for any damages to the Customer's environment and or landscaping as a result of its products. All modifications and alterations made to Vortex's products will automatically void and null all warranties. Vortex may refuse to accept any order for any reason without incurring any liability from the Customer. No Change to this Agreement will be enforceable unless the Customer has a signed a Vortex Change Order request.

Pricing is valid for a period of 45 days.

X

Name

Title



SUBJECT FOR DISCUSSION

Accepting a Proposal from Vortex Aquatics Structures International for the Purchase of Abrio No. 6 for an Amount Not to Exceed \$88,741.90 to be Paid from the Capital Improvements Budget

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Recreation Department would like to purchase the Vortex Abrio No.6 feature (attachment A) from Vortex Aquatics Structures International. This feature would be installed in the pool patio area. This feature would enhance the pool patio area by adding a misting system, shade, and sitting area for recreation center guests.

FINANCIAL CONSIDERATIONS

The Recreation Center Fund's 2024 Capital Improvements budget for the pool area was \$303,000.00 and came in under budget.

See purchasing consideration below:

- Vortex will honor 2023 pricing; pricing will increase April 1, 2024.
- If the City can provide a signed quote for attachment A, by April 1, 2024, Vortex can honor the current pricing as long as the City accepts the shipment as soon as it is ready to deliver.
- Manufacturing time is expected to take approximately 4 months. Receipt and storage of the equipment will be the responsibility of City of Fort Lupton.
- NPPGov purchasing cooperatives allows the City to save 5% along with Vortex 5% discount, and that discount is reflected on the quotes.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

By using NPPGov we are ensuring the lowest price for the Vortex Abrio No. 6 feature.

STAFF RECOMMENDATIONS

Staff recommends to approve the purchase of the Vortex Abrio No. 6 (attachment A) from Vortex Aquatics Structures International for the amount not to exceed \$88,741.90.

Attachments: a. Quote

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



SUBJECT FOR DISCUSSION

Approving Ordinance Authorizing USDA Interim Loan Financing Through COBank, ACB for \$23,839,000 for the Construction of the Metro Force Main and Lift Station.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City applied for and was awarded a USDA Rural Development, low interest loan for the construction of the Metro force main and lift station which will replace the waste water treatment plant. The cost of construction is approximately \$30 million. The USDA will loan the City \$23,839,000 for the project.

During the construction period the USDA requires an interim loan through a banking institution. COBank, ACB has been chosen as the interim financing institution due to their extensive experience with USDA financing.

The City will draw down funds during the construction period through COBank. Interest will be paid June 1 and Dec 1 each year for the duration of the interim loan. The USDA has designated \$786,886 for interim loan interest in their loan. The City can reimburse ourselves for the interest paid on the interim loan from those funds.

FINANCIAL CONSIDERATIONS

Interest will accrue on the CoBank loan at a higher rate than the USDA loan and will be paid semi-annually for the duration of the loan. Estimates of annual interest will be budgeted in the Utility -Waste Water Fund each year for the duration of the interim financing loan.

LEGAL/POLITICAL CONSIDERATIONS

The USDA and Interim loan are being paid out of the Utility Waste Water Funds and are on a parity with the CWRPDA loan. In the legal documents for the loan, the city will be covenanting the increase in rates sufficient to repay both loans.

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve Ordinance authorizing interim loan financing with COBank

Attachments: a. Ordinance

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO. 2024-[__]

INTRODUCED BY: _____

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, APROVING AN INTERIM LOAN FROM COBANK, ACB IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$23,839,000; AUTHORIZING THE FORM AND EXECUTION OF THE INTERIM LOAN AGREEMENT AND PROMISSORY NOTE TO EVIDENCE SUCH LOAN; AUTHORIZING THE CONSTRUCTION OF A PROJECT; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY ON SECOND AND FINAL READING.

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

WHEREAS, the members of the City Council of the City (the “City Council”) have been duly elected or appointed and qualified; and

WHEREAS, the City has previously acquired and developed certain properties and facilities for the collection, treatment and distribution of wastewater for the beneficial uses and purposes for which the wastewater has been or may be appropriated (the “System”); and

WHEREAS, pursuant to Ordinance No. 95-675 adopted by the City Council on July 26, 1995, the City Council acted to recognize and conform the existence of the City’s existing water utility enterprise, sewer utility enterprise and storm water drainage facility enterprise as enterprises of the City within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR), which ordinance was codified as Chapter 12 of the Fort Lupton Municipal Code (the “City Code”); and

WHEREAS, by Ordinance No. 98-733 adopted by the City Council on December 9, 1998, the City Council acted to amend Chapter 12 of the City Code (as amended, the “Enterprises Chapter”) to create and establish a combined water and sewer utility enterprise (the “Enterprise”); and

WHEREAS, the Enterprise is a government-owned business authorized to issue its own revenue bonds and receiving under 10% of annual revenue in grants from all Colorado state and local governments combined and it is hereby determined that the City’s operation of the

System constitutes an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution and Title 37, Article 45.1, C.R.S. (the “Enterprise Act”); and

WHEREAS, the City Council has heretofore determined that the interest of the City and the public interest and necessity demand and require the acquisition, construction, and completion of improvements to the System, including the construction of a new lift station and a force main that is 6.5 miles of pressurized pipeline to convey the wastewater from the Fort Lupton area to the Metro Northern WWTP for treatment, including design, engineering, legal, financing and administrative costs relating thereto, and any other costs incidental thereto (the “Project”); and

WHEREAS, the City Council has applied for a loan (the “RUS Loan”) from the United States Department of Agriculture, Rural Utility Service (the “RUS”), in order to finance the Project; and

WHEREAS, the RUS requires that the City obtain interim financing to complete the construction of the Project, with such interim financing to be repaid from the proceeds of the RUS Loan after the completion of construction; and

WHEREAS, the City Council has determined that in order to finance all or a portion of the costs of the Project, it is necessary and advisable and in the best interests of the City (i) to enter into an interim loan agreement (the “Loan Agreement”) with CoBank, ACB, a federally-chartered instrumentality of the United States (“CoBank”), pursuant to which CoBank shall loan the City an amount not to exceed \$23,839,000 (the “Loan”) for such purposes, and (ii) to issue a promissory note (the “Note”) to CoBank to evidence the City’s repayment obligations under the Loan Agreement; and

WHEREAS, the City Council has determined that in order to obtain the Loan it shall covenant that the Note shall be repaid with the proceeds of the RUS Loan, if obtained, at or prior to the maturity of the Note; and

WHEREAS, TABOR requires an election to incur any multiple fiscal year financial obligation unless such obligation is incurred for an enterprise; and

WHEREAS, under TABOR, an enterprise is a government-owned business authorized to issue its own revenue bonds and receiving under 10% of its annual revenue in grants from all Colorado state and local governments combined; and

WHEREAS, the System is a government-owned business authorized to issue its own revenue bonds (the “Enterprise”); and

WHEREAS, in 2023, the Enterprise received grants from all Colorado state and local governments combined which were less than 10% of the annual revenue of the Enterprise; and

WHEREAS, the City Council serves as the governing body of the Enterprise; and

WHEREAS, there have been presented to the City Council the forms of the Loan Agreement and the Note (collectively, the “Financing Documents”); and

WHEREAS, the Financing Documents shall constitute revenue obligations of the City, payable from the proceeds of the RUS Loan and the Net Revenues of the System (as defined in the Loan Agreement); and

WHEREAS, except for Loan Agreement dated as of December 5, 2022, between the Colorado Water Resources and Power Development Authority (the “CWRPDA”) and the City in the amount of \$25,000,000 (the “2022 Loan”), the City has not pledged nor hypothecated the Net Revenues derived or to be derived from the operation of the System, or any part thereof, to the payment of any loan, bonds, notes or for any other purpose, with the result that the Net Revenues may now be pledged lawfully and irrevocably to the payment of the Note with a lien subordinate to the 2022 Loan; and

WHEREAS, pursuant to Title 31, Article 35, Part 4, C.R.S. (the “Sewer and Water Systems Act”), the Enterprise Act, and TABOR, the Financing Documents may be approved by the City Council without an election; and

WHEREAS, the forms of the Financing Documents are on file with the City Clerk; and

WHEREAS, the City Council desires to approve the form of the Financing Documents and other documents referenced therein, authorize the execution of the Loan Agreement, and authorize the execution and delivery of the Note; and

WHEREAS, pursuant to Section 31-16-105, C.R.S., because of the urgent need for the financing of the Project and the limited availability of low or no interest loans, and in order to consummate the financing prior to the close of the calendar year, the City Council has determined that an emergency exists and that adoption of this Ordinance as an emergency measure on second and final reading is necessary for the immediate preservation of the public peace, health, safety and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, ORDAINS:

Section 1. Recitals Incorporated. The foregoing recitals are made a part of this Ordinance.

Section 2. Determinations. The City Council hereby finds and determines that the Enterprise constitutes an enterprise under TABOR.

Section 3. Approvals, Authorizations, and Amendments. The forms of the Financing Documents presented at this meeting are incorporated herein by reference and are hereby approved. The City shall enter into and perform its obligations under the Financing Documents in the forms of such documents presented at this meeting, with such changes as are not inconsistent herewith and as are hereafter approved by the Mayor of the City (the “Mayor”), the City Administrator of the City (the “City Administrator”) or the Finance Director of the City (the “Finance Director”). The Mayor, the City Administrator, the Finance Director and City Clerk of the City (the “City Clerk”) each are hereby individually authorized and directed to execute the Financing Documents and to affix the seal of the City thereto, and further to execute and authenticate such other documents or certificates as are deemed necessary or desirable in connection therewith. The Financing Documents shall be executed in substantially the forms approved at this meeting.

The execution of any instrument or certificate or other document in connection with the matters referred to herein by any one or more of the Mayor, the City Administrator, the Finance Director, the City Clerk or by other appropriate officers of the City, are hereby authorized and shall be conclusive evidence of the approval by the City of such instrument.

Section 4. Election to Apply the Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Act”) provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The City hereby elects to apply all of the provisions of the Supplemental Act to the Financing Documents.

Section 5. Delegation.

(a) Pursuant to Section 11-57-205 of the Supplemental Act, the City hereby delegates to the Mayor, the City Administrator or the Finance Director the independent authority to make any determination delegable pursuant to Section 11-57-205(1) of the Supplemental Act

relating to and contained in the Financing Documents, including the following determinations, subject to the restrictions contained in paragraph (b) of this Section 5:

- i) The interest rate on the Loan;
- ii) The principal amount of the Loan;
- iii) The amount of principal of the Loan maturing in any given year and the final maturity of the Loan;
- iv) The dates on which the principal of and interest on the Loan are paid; and
- v) The existence and amount of reserve funds for the Loan, if any.

(b) The delegation in paragraph (a) of this Section 5 shall be subject to the following parameters and restrictions:

- i. The net effective interest rate on the Loan shall not exceed the maximum interest rate permitted under C.R.S. § 5-12-103;
- ii. The principal amount of the Loan shall not exceed \$23,839,000; and
- iii. The final maturity of the Loan shall not be later December 31, 2027.

Section 6. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Note and the Loan Agreement shall contain recitals that the Note is issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Note after its delivery for value. Pursuant to Section 31-35-413, C.R.S., the Note and the Loan Agreement shall contain recitals that the Note is issued pursuant to Title 31, Article 35, Part 4, C.R.S. Such recital shall conclusively impart full compliance with all the provisions of such statute, and the Note issued containing such recital shall be incontestable for any cause whatsoever after its delivery for value.

Section 7. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the City and members of the City Council, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 8. Pledge of Revenues. The City hereby irrevocably pledges the Net Revenues derived or to be derived from the operation of the System, or any part thereof, to the payment of the Financing Documents, which pledge is subordinate to the pledge securing the 2022 Loan. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or

pay the Financing Documents provided herein and therein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The amounts pledged to the payment of the Financing Documents shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described in the Note or the Loan Agreement. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the City irrespective of whether such persons have notice of such liens.

Section 9. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the Financing Documents shall be commenced more than thirty days after the authorization of the issuance of the Note.

No elected or appointed officers or agents of the City shall be subject to any pecuniary liability in connection with any agreement, covenant, or undertaking by the City, or by them, contained in any document executed in connection with the authorization, execution, and delivery of the Financing Documents or this Ordinance or with respect to any action taken or omitted to be taken in good faith with reference thereto.

Section 10. Limited Obligation; Special Obligation. The Financing Documents are payable solely from the Net Revenues, and the Financing Documents do not constitute a debt within the meaning of any constitutional or statutory limitation or provision.

Section 11. Disposition and Investment of Loan Proceeds. The proceeds of the Loan shall be drawn from time to time upon the prior approval of RUS as provided in, and subject to the conditions set forth in, the Financing Documents, and shall be applied to pay the costs and expenses of acquiring, constructing and equipping the Project, including costs related thereto and, to the extent permitted under federal tax laws, reimbursement to the City for capital expenditures heretofore incurred and paid from City funds in anticipation of the incurrence of long-term financing therefor, and all other costs and expenses incident thereto, including without limitation the costs of obtaining the Loan. Neither CoBank nor any subsequent owner(s) of the Note shall be responsible for the application or disposal by the City or any of its officers of the funds derived from the Loan. In the event that all of the proceeds of the Loan are not required to pay such costs and expenses, any remaining amount shall be used for the purpose of paying the principal amount of the Loan and the interest thereon, as applicable.

Section 12. City Representative. The Mayor, the City Administrator and the City Clerk are hereby designated as the authorized officers for the purpose of performing any act or executing any document relating to the Loan, the City, or the Financing Documents. A copy of this Ordinance shall be furnished to CoBank as evidence of such designation.

Section 13. Estimated Life of Improvements. It is hereby determined that the estimated life of the Project to be financed with the proceeds of the Loan is not less than the final maturity of the Loan.

Section 14. Direction to Take Authorizing Action. The appropriate officers of the City and members of the Board are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to executing such certificates, agreements and affidavits as may reasonably be required by CoBank.

Section 15. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the City and members of the City Council, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 16. Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 17. Repealer. All orders, resolutions, bylaws, ordinances or regulations of the City, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent only of such inconsistency.

Section 18. Ordinance Irrepealable. After the Note is issued, this Ordinance shall constitute an irrevocable contract between the City and CoBank, and shall be and remain irrepealable until the Note and the interest thereon, as applicable, shall have been fully paid, satisfied, and discharged. No provisions of any constitution, statute, charter, ordinance, resolution or other measure enacted after the issuance of the Note shall in any manner be construed as impairing the obligations of the City to keep and perform the covenants contained in this Ordinance.

Section 19. Recordation. A true copy of this Ordinance, as adopted by the City Council, shall be numbered and recorded on the official records of the City and its adoption and publication shall be authenticated by the signatures of the Mayor and the City Clerk, and by a certification of publication.

Section 20. Effective Date and Emergency Declaration. In order to take advantage of the currently favorable conditions in the municipal bond market, the continuation of which cannot be predicted, and the ability to commence construction of the wastewater treatment facility with due diligence, the Council hereby determines that this Ordinance is necessary for the immediate preservation of the public peace, health or safety all in accordance with §31-16-105, C.R.S. As an emergency ordinance, this Ordinance shall take effect upon adoption on second reading, by the affirmative vote of three-fourths (3/4) of the members of the Council pursuant to §31-16-105, C.R.S., shall be authenticated and shall be numbered and recorded in the official records of the City.

INTRODUCED, READ AND ADOPTED ON FIRST READING AND
ORDERED PUBLISHED THIS 19TH DAY OF MARCH, 2024.

Published in: Fort Lupton Press

Publication date: March 28, 2024

FINALLY ADOPTED AS AN EMERGENCY ORDINANCE AND ORDERED
PUBLISHED BY TITLE THIS 16TH DAY OF APRIL, 2024.

Published in: Fort Lupton Press

Publication date: _____

Effective date: April 16, 2024

(CITY SEAL)

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to Form:

Andrew Ausmus, City Attorney

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

I, Maricela Peña, the duly appointed, qualified and acting City Clerk of the City of Fort Lupton, Colorado (the “City”) do hereby certify:

1. That the foregoing pages are a true, correct, and complete copy of an ordinance adopted by the City Council of the City (the “City Council”) at a regular meeting of the City Council, by vote had and taken at an open, regular meeting of the City Council held at the City Hall, in Fort Lupton, Colorado, on March 19, 2024 and an open, regular meeting of the City Council held at the City Hall, in Fort Lupton, Colorado, on April 16, 2024, convening at the hour of 6:00 p.m., as recorded in the regular book of official records of the proceedings of said City kept in my office.

2. The adoption of the Ordinance on first reading was duly moved and seconded and the Ordinance was adopted by an affirmative vote of a majority of the members of the City Council at the regular meeting of the City Council on March 19, 2024, as follows:

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

3. The adoption of the Ordinance on second and final reading as an emergency ordinance was duly moved and seconded and the Ordinance was adopted by an affirmative vote of a 3/4 of the members of the City Council at a regular meeting of the City Council on April 16, 2024, as follows:

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

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

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

6. That notices of the regular meeting on March 19, 2024 and regular meeting on April 16, 2024, in the forms attached hereto as **Exhibit A**, were posted in a designated public place within the boundaries of the City no less than twenty-four hours prior to the meeting as required by law.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said
City this 16th day of April, 2024.

(SEAL)

Maricela Peña, City Clerk

EXHIBIT A
(Attach Meeting Notices)

EXHIBIT B

(Attach Affidavits of Publication)



SUBJECT FOR DISCUSSION

Approving a Resolution Opposing House Resolution 3372: Allowing Longer and Heavier Trucks on Federal Highways.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This Resolution opposes House Resolution 3372, which would allow longer double semi-trailer trucks and heavier single trailer trucks.

HR 3372 would allow Double 33s and single truck trailers weighing 91,000 pounds. The existing Federal truck restrictions are Twin 28s (10-feet longer) and maximum weight of 80,000 pounds (11,000-pound increase). Similar legislation was defeated in 2015.

Heavier loads increase the stopping distance of a truck by 22-feet and result in \$1.2 billion to \$1.8 billion in estimated pavement damage every year. Although the legislation affects the National Roadway Network, the trucks would use local roadways when arriving to a local destination or when detouring road closures on the National Network.

FINANCIAL CONSIDERATIONS

None.

LEGAL/POLITICAL CONSIDERATIONS

None.

ALTERNATIVES/OPTIONS

- Approve the Resolution
- Do not approve the Resolution
- Modify Resolution

STAFF RECOMMENDATIONS

City staff recommends approval of the Resolution opposing any increase in size or weight of truck traffic.

Attachments:

- a. Resolution opposing HR 3372
- b. Coalition Against Bigger Trucks Flyer information

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2024R0xx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON OPPOSING HOUSE RESOLUTION 3372, ALLOWING LONGER AND HEAVIER TRUCKS ON FEDERAL HIGHWAYS

WHEREAS, The City of Fort Lupton is situated at the crossroads of two National Highway System highways (Colorado State Highway 52 and US Highway 85); and

WHEREAS, The City of Fort Lupton is on the USDOT High Fatality Rate Communities List. The City is one of the five communities in Colorado and has the highest fatality rate of the five; and

WHEREAS, HR 3372 seeks to raise the maximum weights of large commercial trucks to 91,000 pounds – a significant 12% weight increase; and

WHEREAS, Heavier trucks require longer distances to stop and will result in increased accidents; and

WHEREAS, In 2016, the US Department of Transportation concluded that that there would be a very high price tag associated with allowing heavier and longer trucks on the road – it could cost between \$1.2-\$1.8 billion dollars in additional repairs or replacement to interstate pavement alone; and

WHEREAS, The proposed heavier truck loads would not be restricted to the National Highway System as road closures would force detours onto City streets; and

WHEREAS, Both the National Association of Counties (NACO) and the National League of Cities (NLC) have opposed these types of truck size and weight increases without any guaranteed, direct-to-locality funds to make up for the increased damage; and

WHEREAS, We strongly support the trucking industry and understand its key role in our national logistics strategy, however, permanent increases in truck size and weight is not the answer, and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves the opposition to House Resolution 3372

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS
19th DAY OF MARCH 2024.**

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

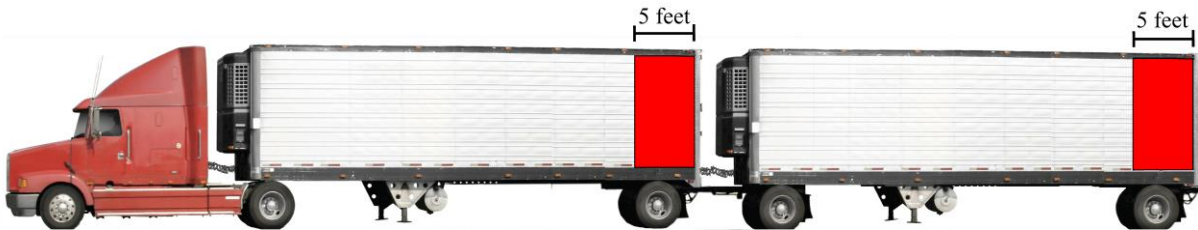
Approved as to form:

Andy Ausmus, City Attorney

Proposed Bigger Truck Configurations

Prepared by CABT, January 2024

Longer Double Trailer Trucks



- FedEx, UPS, Amazon and a handful of other companies have lobbied for legislation that would force states to allow double trailer trucks 91 feet in length, called “Double 33s,” on the federally designated National Network, which includes 200,000 miles of roadways. These are 10 feet longer than today’s twin trailers and 17 feet longer than standard single trailer trucks.
- Double 33s were rejected in the U.S. Senate in November of 2015 on a 56-31 vote.
- The U.S. Department of Transportation (USDOT) determined in 2016 that Double 33s take 252 feet to stop—22 feet longer than today’s twin trailer configuration.
- USDOT also found that Double 33s would result in the largest increase in pavement damage compared to all other studied configurations. This would result in \$1.2 billion to \$1.8 billion in estimated pavement damage every year.

Heavier Single Trailer Trucks



- Certain shippers have lobbied to allow heavier single trailer trucks weighing 91,000 pounds—an increase of 11,000 pounds compared to today’s trucks—as part of a 10 year, pilot program in an unlimited number of states. Legislation has also been introduced in the past to raise the national weight limit to 97,000 pounds.
- Legislation to allow 91,000 pound trucks was defeated in the U.S. House in 2015 on a 187-236 vote.
- These 91,000 pound trucks were found in limited state testing by USDOT in 2015 to have 47 percent higher crash rates and cause \$1.1 billion in additional bridge costs.



SUBJECT FOR DISCUSSION

Approve Change Order Number 1 to Contract Agreement with Dkota Ventures LLC, dba CU Onsite Solutions for 2023 Concrete and Asphalt Repairs Project for an Amount Not to Exceed \$150,000 from the Street Sales Tax Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The current contract agreement with CU Onsite Solutions was executed June 6, 2023 for \$100,000.00 to repair concrete sidewalk and asphalt streets. The contract was written as an "On Call" basis for one year from execution, through June 2024.

The 2024 budget for concrete repairs is increased to \$100,000 and \$50,000 is available in the Patching and Crack Seal budget.

Work will begin as weather permits.

FINANCIAL CONSIDERATIONS

The 2024 budget included \$200,000 for Patching & Crack Sealing, of which \$141,318.85 is committed to the S. Rollie Project. The concrete replacement budget item was increased to \$100,00.00.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approved the change order
- Do not approve

STAFF RECOMMENDATIONS

Staff recommends approving the Change Order No. 1 to the 2023 Concrete and Asphalt Repair Project contract with CU Onsite Solutions for an amount not to exceed \$150,000.00 from the Street Sales Tax Fund.

Attachments: a. Change Order No 1 - CU Onsite Solutions

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

City of Fort Lupton, Colorado
Public Works Department

Change Order

No. 1

Date of Issuance: **March 19, 2024**

Effective Date: **March 19, 2024**

Project: **2023 - Concrete and Asphalt Repairs Project**

Owner: **City of Fort Lupton**

Owner's Contract No.: **FTL2022004**

Contractor: **Dkota Ventures, dba CU Onsite Solutions**

Date of Contract: **June 6, 2023**

The Contract Documents are modified as follows upon execution of this Change Order:

Increase quantities Schedule 1 by \$50,000 (asphalt) and Schedule 2 by \$100,000 (concrete) for 2024 Budget.

Attachments (list documents supporting change): Sketch plan

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract Price:

Original Contract ☐ Working ☐ Calendar

Substantial completion (days or date): **On Call**

Ready for final payment (days or date):

\$ **100,000.00**

Increase from previously approved Change Orders No. _ to No. _:

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2:

Substantial completion (days): _____

Ready for final payment (days): _____

\$ **0.00**

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

Substantial completion or date:

Ready for final payment or date:

\$ **100,000.00**

Increase of this Change Order:

Increase of this Change Order:

Substantial completion days: _____

Ready for final payment date: _____

\$ **150,000.00**

Contract Price incorporating this Change

Contract Times with all approved Change Orders:

Substantial completion (days or date):

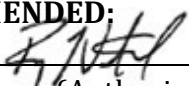
Ready for final payment (days or date):

\$ **250,000.00**

RECOMMENDED:

AUTHORIZED:

ACCEPTED:

By: 

By: _____

By: _____

Engineer (Authorized)

Owner (Authorized)

Contractor (Authorized)

Date: March 13, 2024

Date: March 19, 2024

Date: _____



SUBJECT FOR DISCUSSION

Award of Contract to De Falco Construction Company for an Amount Not to Exceed \$1,892,487.76 for the Harrison Avenue Reconstruction Project Phase 2 from the Street Sales Tax Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Bid documents were advertised from February 9, 2024 with bid opening on March 8, 2024. Seven bids were received with DeFalco Construction Company providing the lowest responsible bid as shown in the attachment c, Bid Tabulation.

The lowest bid was deemed nonconforming and was rejected as being an unbalanced bid as per IAW 3-18.01.

De Falco Construction Company is a respected contractor in Front Range communities with several local municipalities' projects in the area.

\$1,525,000 is budgeted for the project in the 2024 budget.

Anticipated project start is this April with completion in 120 Calendar Days (weather providing).

FINANCIAL CONSIDERATIONS

The 2024 budget included \$1,525,000. Additional funds from Street Sales Tax Fund are available under the CIP undesignated project and in the Storm Drainage Fund as well to cover the over project budget.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the agreement with DeFalco Construction Company
- B. Reject agreement.
- C. Rebid Project

STAFF RECOMMENDATIONS

Staff recommends approving contract with De Falco Construction Company for an Amount Not to Exceed \$1,892,487.76 for the Harrison Ave Reconstruction Project Phase 2 from the Street Sales Tax Fund.

- Attachments:**
- a. Contract Agreement – De Falco Construction Company
 - b. Notice of Award
 - c. Contract Award Summary / Bid Tabulation

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Construction Agreement

This **Public Works Agreement**, hereinafter "Agreement," is entered into by and between the City of Fort Lupton, Colorado, hereinafter "City," and De Falco Construction Company, hereinafter "Contractor."

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

1. Scope of Work

The Contractor shall furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated into and for a permanent part of the completed Work. The Contractor shall provide and perform all necessary labor in a first class and workmanlike manner in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions and conditions of the Contract Documents. The Contractor shall perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work included in this Scope of Work and the Bid Documents set forth and incorporated hereinbelow.

2. Contract Documents

The executed Contract Documents comprise the following:

- A.** The Executed Agreement;
- B.** Addenda (if any);
- C.** Advertisement for Bids;
- D.** Invitation for Bids;
- E.** Instructions to Bidders;
- F.** Proposed Subcontractors;
- G.** Non-Collusion Affidavit;
- H.** Bid, Performance, and Payment Bonds;
- I.** Proposal;
- J.** Bid Form;
- K.** Conditions of Contract;
- L.** Special Conditions of Contract;

- M. City of Fort Lupton, Colorado *Standards and Specifications for the Construction of Public Improvements*, latest edition;
- N. The Colorado Department of Transportation *2017 Standard Specifications for Road and Bridge Construction*;
- O. Certificates of Insurance; and
- P. Plans (Drawings).

This Agreement, together with the other Documents enumerated above, which said other Documents are as fully a part of the Agreement as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Agreement conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

3. **Time for Completion**

The Contractor agrees to commence work upon execution of this Agreement and to substantially complete all work within 120 calendar days.

4. **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 Sum. 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 will be issued by the City unless the City notifies the Contractor, in writing, that lawful appropriations to cover the costs of the Additional Work have been made.

5. **Contract Amount**

The City will pay to the Contractor for the performance and completion of the Work encompassed by this Agreement, and the Contractor shall accept as full compensation therefore the Amount of **One Million, Eight Hundred Ninety-two Thousand, Four Hundred Eighty-Seven DOLLARS and Seventy-Six CENTS, \$1,892,487.76**, subject to the City's confirmation of the completion of the Scope of Work in accordance with the Contract Documents attached hereto. The said Amount to be paid upon the City's inspection and acceptance of the Work, at the City's sole discretion, including the Contractor's completion of any punch-list items as determined by the City and the execution of any releases by the Contractor deemed necessary by the City.

6. **Contractor Payments**

The Contractor shall, at no more than or less than monthly intervals on a Date to be agreed by the City and the Contractor, submit Application for Payment requests to the City.

- A. The Application for Payment shall clearly identify and provide such detail for which the Engineer and the Contractor shall agree to describe the Work completed by the Contractor up to the Date of the Application for Payment.
- B. The City will deduct and retain an amount equal to ten percent (10%) of the Application for Payment's Amount. The retained amounts shall be paid upon Final Acceptance of the work.
- C. The City will endeavor to effect the Progress Payments to the Contractor no later than thirty (30) calendar days after the Date the Application for Payment is received by the City.
- D. The Contractor shall charge Past Due Accounts an interest rate of two percent (2%) per month on any unpaid balance.

7. Warranty

All warranties for Work performed by the Contractor, repairs to be made or service calls required to be attended to by the Contractor shall be two (2) years. The Contractor shall notify the City when the Scope of Work is Completed and the City will confirm Completion of the Work, at the City's sole discretion. Once the Scope of Work is confirmed by the City as being completed, the Notice of Commencement of Warranty attached hereto and incorporated herein will be tendered by the City. The Warranty Period shall only commence upon the execution and tendering of the Notice of Commencement of Warranty to the Contractor by the City and said Warranty shall continue for the Warranty Period.

8. Amendment / No Assignment

No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

9. Complete Agreement

This Agreement, and the documents attached hereto, 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.

10. Severability

In the event that 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.

11. Governing Law

This Agreement is governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed

in the Weld County District Court after first attempting in good faith to submit the dispute to mediation. The submission of any dispute to mediation shall be a condition precedent to the filing of litigation in this matter, other than the request for injunctive relief.

12. OSHA Requirements

The Contractor agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide employees with adequate orientation and training to safely perform the Scope of Work set forth in this Agreement. The 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. The 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 of OSHA's rules and regulations.

13. 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 C.R.S. § 24-10-101 et seq., *Colorado Governmental Immunity Act*, 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.

14. Independent Contractor

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

15. Indemnification by Contractor

The Contractor shall defend, 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 out of the activities of the Contractor or its subcontractors pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

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. Approval Required

This Agreement is subject to the final approval of the Fort Lupton, Colorado, 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**

DE FALCO CONSTRUCTION COMPANY

By: _____

Title: _____



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

De Falco Construction Company

Date: **March 20, 2024**

PO Box 820
Longmont, CO 80502

Attention: Trent Casey

**Subject: City of Fort Lupton, Colorado
The Harrison Avenue Reconstruction Project PH 2**

Notice of Award

The City of Fort Lupton, Colorado, has considered the Proposal submitted by you for the above described work in response to the Invitation for Bids dated **February 9, 2024**, and the Instructions to Bidders.

You are hereby notified that your revised Proposal has been accepted for the work in the amount or amounts shown on your Proposal.

You are required by the Instructions to Bidders to execute the Public Works Agreement and furnish the Performance Bond, the Payment Bond, Insurance Certificates, and other required documentation no later than ten (10) calendar days from the date of this notice.

If you fail to execute the said Public Works Agreement and to furnish the said Bonds no later than seven (7) calendar days from the date of this Notice of Award, the City of Fort Lupton, Colorado, will be entitled to consider all your rights arising out of the City of Fort Lupton, Colorado's acceptance of your Proposal as abandoned and as a forfeiture of your Proposal security as liquidated damages, but not as a penalty, for the delay and extra work caused thereby and also to compensate the City of Fort Lupton, Colorado, for the difference between your Proposal and the next lowest Bid. The City of Fort Lupton, Colorado, will be entitled to such other rights as may be granted by Colorado law.

You are required to return an acknowledged copy of this Notice of Award to the City of Fort Lupton, Colorado.

The insurance certificates required for this project shall be sent to City of Fort Lupton, Attention: Chris Cross, 130 South McKinley Avenue, Fort Lupton, Colorado 80621.

CITY OF FORT LUPTON, COLORADO

By: Zo Hubbard
Title: Mayor
Address: 130 South McKinley Avenue
Fort Lupton, Colorado 80621
Telephone: (303) 857-6694

Acceptance of Notice of Award

Receipt of the above Notice to Proceed is hereby acknowledged:

this the _____ day of _____, 2024.

By: _____
Title: _____
Telephone: _____



Upcoming Events

- | | |
|-------------------|---|
| March 20, 2024 | Welcome Wednesday - Community Development Office
1200 Dexter St. Unit W13, 7:30 a.m. – 9:00 a.m. |
| March 30, 2024 | Easter Egg Hunt – Pearson Park, 12285 State Hwy 52, 9:00 a.m. |
| April 2, 2024 | Youth in Government Day |
| April 3, 2024 | Coffee with a Cop – Hard Bean Coffee
107 Dales Place, 8:00 a.m. – 9:00 a.m. |
| April 11, 2024 | Curbside Spring Clean-up day (For Seniors and/or Disabled Residents) |
| April 13, 2024 | Spring Clean-up Day - 800 12 th Street, 8:00 a.m. – 12:00 p.m. |
| April 15-19, 2024 | Hillside Cemetery Annual Clean-up Days |
| April 20, 2024 | Fields of Honor Ceremony, Pearson Park, 12285 State Hwy 52,
1:00 p.m. |
| April 24, 2024 | Spaghetti Dinner – Recreation Center, 203 S. Harrison Ave. |
| April 29, 2024 | Shredding Day – 130 S. McKinley Avenue, 8:00 a.m. – 10 a.m. |