CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA

Tuesday, May 7, 2024
6:00 PM
130 South McKinley Avenue

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

Call to Order

Pledge of Allegiance

Roll Call

Proclamation

a. Mental Health Month Proclamation

b. Public Service Recognition Proclamation

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

Approval of Agenda

Review of Accounts Payables

a. May 7, 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. April 16, 2024 City Council Meeting Minutes

b. Second Reading Ordinance 2024-1165 Annexing Land Known as the Ewing Annexation and Approving the Annexation Agreement

c. Second Reading Ordinance 2024-1166 Initially Zoning Land Known as the Ewing Initial Zoning to the 'A' Agricultural Zone District

d. AM 2024-075 Approving a Resolution Ratifying the Mayor's Appointment of Candidates to the Parks and Recreation Committee for a Term Beginning May 7, 2024 and Ending December 31, 2025

e. AM 2024-076 Approving the Renewal of a Three-Year Contract with Comcast for City Phones for an Amount Not to Exceed $1,808.25 per Month

Action Memorandum

a. AM 2024-077 Approve Change Order Amending the Contract with Adolfson & Peterson Construction to Remove the Existing Epoxy Floor and Install 2-inch Tile in the Existing Recreation Center Locker Rooms and Hallway for an Amount Not to Exceed $105,038.94 Allocated from the Capital Projects Recreation Center Fund

b. AM 2024-078 Accepting a Proposal from Spectrum Aquatics for the Purchase and Installation of Thermal-King Series Cover and Blackfoot III Single Reel for the New Therapy Pool For an Amount Not to Exceed $41,320.00 to be Paid from the Recreation Center Expansion Fund

c. AM 2024-079 Approving the Removal of the 4th Street and Denver Avenue Bump Out Islands

d. AM 2024-080 Approving a Resolution for a Non-Exclusive Master License Agreement for Fiber Networks with HyperFiber, LLC.

Staff Reports

Mayor/Council Reports

Future City Events

a. May 7, 2024 Upcoming Events

Upcoming Meetings

a. May 14, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
May 21, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
May 28, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
June 4, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

MENTAL HEALTH MONTH PROCLAMATION

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

WHEREAS, more Weld County residents reported mental health challenges such as depression, anxiety, or other mental health conditions than in years past; and

WHEREAS, Fort Lupton residents can find recovery through a variety of outpatient, residential, and critical walk-in crisis support options through Weld County's Community Mental Health Center, North Range Behavioral Health; and

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

WHEREAS, national mental health month is observed every May to raise awareness about behavioral health, recovery and hope, the importance of prevention, and the factors that contribute to mental wellness.

NOW, THEREFORE, I, Zo Hubbard, Mayor, do hereby proclaim May 2024 as Mental Health Month in Fort Lupton, and call upon the citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of behavioral health and understanding the need for appropriate and accessible services for all citizens.

PROCLAIMED this 7th day of May 2024.

____

Zo Hubbard, Mayor

PUBLIC SERVICE RECOGNITION WEEK

WHEREAS, during Public Service Recognition Week, we acknowledge our City's civil servants and those of all public servants for their hard work and willingness to serve their fellow citizens. The contributions of these dedicated men and women strengthen and make a profound difference in their community and nation, and

WHEREAS, members of our Federal, State, and local workforces bring incredible skills, tireless dedication, and selfless service to a broad range of career fields. Our City's civil servants include Administration, Public Work, Parks and Recreation, Library, Information Technology and Law Enforcement Officers, and

WHEREAS, we are duty-bound to the citizens to operate at the best levels of capability and competency. I am confident that our civil servants well execute their missions, helping our Government to become more efficient and productive for the benefit of all, and

WHEREAS, every day, civil servants help make the City of Fort Lupton better, safer, and stronger. This week, we honor their efforts and extend our gratitude for their exceptionalism and steadfast commitment to serving the people.

NOW, THEREFORE, BE IT RESOLVED that I, Zo Hubbard, Mayor of the City of Fort Lupton, hereby proclaim May 5, 2024 through May 11, 2024, as Public Service Recognition Week and encourage residents to recognize the dedication of all of our Nation's public servants and to observe this week through appropriate programs and activities.

Zo Hubbard, Mayor May 7, 2024

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 04/17/2024 - 05/07/2024

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: Pooled Cash-Pooled Cash							
000034	ADT SECURITY SYSTEM		04/23/2024	Regular	0.00	151.47	102232
50576495 MAY24	Invoice	04/01/2024	REC-ALARM/SECURITY SERVICE FOR MAY ...		0.00	151.47	
000047	AIMS COMMUNITY COLLEGE		04/23/2024	Regular	0.00	30.00	102233
240306	Invoice	04/05/2024	GF-G. GALLEGOS EDUCATION ASSISTANCE...		0.00	30.00	
003520	ALBERT CASTILLO		04/23/2024	Regular	0.00	150.00	102234
041724	Invoice	04/17/2024	GF-REIMBURSEMENT FOR BOOT PURCHA...		0.00	150.00	
001293	AMAZON.COM		04/23/2024	Regular	0.00	1,966.15	102235
11NW-RPVK-41QT	Invoice	04/05/2024	GF-HUM,STMP, FAN,3HL PNCH, INK, LG BK...		0.00	404.77	
13GQ-G9XG-3XCT	Invoice	04/05/2024	GF-MISC ITEMS-		0.00	339.10	
1MY3-XK9K-4GYN	Invoice	04/05/2024	GF-CANDY FOR EASTER EGG HUNT-COM E...		0.00	138.32	
1V6P-TGHX-3XTW	Invoice	04/05/2024	IT - Amazon Orders		0.00	1,083.96	
003519	ANGELICA CENICEROS		04/23/2024	Regular	0.00	410.00	102236
2007446.001	Invoice	04/10/2024	REC-ROOM RENTAL REFUND-REC CENTER		0.00	410.00	
003524	BEST CLEANER DISPOSAL		04/23/2024	Regular	0.00	1,073.51	102237
612620345441	Invoice	04/15/2024	GF-TRASH SERVICE FOR APRIL 2024-FAC		0.00	310.25	
621620345489	Invoice	04/15/2024	CPR-TRASH SERVICE FOR APRIL 2024-COM...		0.00	145.50	
621620345528	Invoice	04/15/2024	GF-TRASH SERVICE FOR APRIL 2024-PW S...		0.00	225.75	
621620345542	Invoice	04/15/2024	CEM-TRASH SERVICE FOR APRIL 2024-CE...		0.00	243.26	
621620345580	Invoice	04/15/2024	GF-TRASH SERVICE FOR APRIL 2024-PARKS		0.00	148.75	
002752	BILL'S STUMP GRINDING LLC		04/23/2024	Regular	0.00	2,000.00	102238
799239	Invoice	04/11/2024	GF-STUMP GRINDING-PARKS		0.00	2,000.00	
000175	BSN SPORTS LLC		04/23/2024	Regular	0.00	1,139.50	102239
925351867	Invoice	04/03/2024	CPR-BASEBALL PANTS-ATHL		0.00	1,139.50	
002853	BUCKEYE CLEANING CENTER		04/23/2024	Regular	0.00	5,183.44	102240
90576862	Invoice	04/15/2024	REC-KITCHEN TOWELS, TP, ECT-REC CENT...		0.00	4,676.36	
90576874	Invoice	04/15/2024	REC-GLOVES-REC CENTER		0.00	53.00	
90576875	Invoice	04/15/2024	GF-JANITORIAL SUPPLIES-FAC		0.00	454.08	
000211	CH2M		04/23/2024	Regular	0.00	27,008.43	102241
D3410908-03	Invoice	04/17/2024	UF- Expansion Project Design -WTP		0.00	27,008.43	
000230	CINTAS FIRST AID & SAFETY		04/23/2024	Regular	0.00	61.41	102242
5205417369	Invoice	04/05/2024	REC-ICE PACKS-REC CENTER		0.00	61.41	
000273	COLORADO BACKFLOW TESTING & REPAIR		04/23/2024	Regular	0.00	1,870.00	102243
7545	Invoice	04/01/2024	GF-CERTIFICATION TEST OF BACKFLOW AS...		0.00	1,870.00	
002651	COLORADO COMMUNITY MEDIA		04/23/2024	Regular	0.00	410.53	102244
109818	Invoice	04/12/2024	GF-PUBLIC/LEGAL NOTICES-		0.00	410.53	
000307	COMCAST CABLE COMM, LLC		04/23/2024	Regular	0.00	259.44	102245
0208785 APRIL24	Invoice	04/04/2024	GF-APRIL INTERNET SERVICE-PLANNING		0.00	259.44	
002011	FRONT RANGE LUMBER COMPANY		04/23/2024	Regular	0.00	236.64	102246
35713/2	Invoice	04/09/2024	UF-SUPPLIES-W LINES		0.00	236.64	
003325	HEALTHY START CHILD CARE HEALTH CONSULTI		04/23/2024	Regular	0.00	135.00	102247
10	Invoice	04/08/2024	REC-MONTHLY NURSE VISIT-REC CENTER		0.00	135.00	
003517	JESSICA OBENCHAIN		04/23/2024	Regular	0.00	150.00	102248

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
2007442.001	Invoice	04/08/2024	REC-POOL PARTY REFUND-REC CENTER		0.00	150.00	
003090	JESSICA RODRIGUEZ		04/23/2024	Regular	0.00	160.00	102249
2007443.001	Invoice	04/08/2024	REC-ROOM RENTAL REFUND-REC CENTER		0.00	160.00	
002778	KASEYA US LLC		04/23/2024	Regular	0.00	10,510.23	102250
INV24645497759...	Invoice	04/05/2024	Upgrade of VulScan_PenTest with Kaseya		0.00	10,510.23	
000691	KONE INC		04/23/2024	Regular	0.00	140.80	102251
871324439	Invoice	04/01/2024	REC-ELEVETOR MAINTENANCE FOR MARC...		0.00	140.80	
003145	KUSTOM SIGNALS, INC.		04/23/2024	Regular	0.00	15,541.50	102252
610953	Invoice	04/09/2024	Vehicle RADARs		0.00	15,541.50	
000698	L.G. EVERIST, INC		04/23/2024	Regular	0.00	794.56	102253
690071	Invoice	04/10/2024	UF-SQUEEGEE-W LINES		0.00	601.51	
690271	Invoice	04/11/2024	UF-SQUEEGEE-W LINES		0.00	193.05	
000783	MEANDERING WITH MARY		04/23/2024	Regular	0.00	75.00	102254
040924	Invoice	04/09/2024	CPR-APRIL CASINO TRIP-SENIORS		0.00	75.00	
000865	OFFICE DEPOT		04/23/2024	Regular	0.00	130.74	102255
357571263001	Invoice	04/01/2024	GF-DISPLAY BOARD/CORRECTION TAPE, L...		0.00	58.66	
360597006001	Invoice	04/01/2024	GF-ZIPLOC SANDWICH/GALLON BAGS-AD...		0.00	72.08	
000862	O'REILLY AUTO PARTS		04/23/2024	Regular	0.00	197.04	102256
04489-127362	Invoice	03/27/2024	GF-GLASS CLEANER-PW SHOP		0.00	35.94	
4489-122664	Invoice	03/08/2024	GF-WIPER FLUID-PD		0.00	17.04	
4489-128097	Credit Memo	03/30/2024	GF-REFUND FOR RETURN OF TEST KIT-ENG		0.00	-149.99	
4489-129316	Invoice	04/05/2024	UF-ELECTRIC TAPE, TOGGLE SWITCH-W LI...		0.00	69.16	
4489-129448	Invoice	04/05/2024	CEM-SEALANT/TIRE INFLATE-CEMETERY		0.00	30.98	
4489-129468	Invoice	04/05/2024	UF-BRL CHAMBER-W LINES		0.00	146.18	
4489-130121	Invoice	04/08/2024	GF-BOOSTER CABLE-ENG		0.00	37.99	
4489-130535	Invoice	04/09/2024	GF-CAPSULE-PD		0.00	9.74	
000897	PETTY CASH-REC CTR		04/23/2024	Regular	0.00	108.90	102257
041524	Invoice	04/15/2024	REC-REIMBURSE PETTY CASH FUNDS APRIL..		0.00	108.90	
001943	PINNACOL ASSURANCE		04/23/2024	Regular	0.00	601.37	102258
21658631	Invoice	04/15/2024	GF-WORKCOMP DEDUCTIBLE-MISC		0.00	601.37	
000901	PLAINS EAST MECHANICAL SERVICES LLC		04/23/2024	Regular	0.00	1,675.00	102259
4159-1169	Invoice	04/01/2024	REC-SERVICE ON ECONOMIZER-REC CENT...		0.00	200.00	
4230-1170	Invoice	04/09/2024	GF-TOWN HALL FURNACE CLEANING-FAC		0.00	1,475.00	
001580	SCL HEALTH		04/23/2024	Regular	0.00	600.00	102260
10006303	Invoice	04/02/2024	GF-FORENSIC EVIDENCE COLLECTION-PD		0.00	600.00	
003516	SERVPRO OF COMMERCE CITY		04/23/2024	Regular	0.00	12,367.01	102261
700	Invoice	04/08/2024	Water Damages Repair		0.00	12,367.01	
003155	SHIRTS BY CHA LLC		04/23/2024	Regular	0.00	756.90	102262
2598	Invoice	04/05/2024	GF-FOH, MC RIDE SHIRTS-COM EVENTS		0.00	756.90	
003411	ULTIMATE DENT REMOVAL LLP		04/23/2024	Regular	0.00	44,617.99	102263
1917	Invoice	04/10/2024	HAIL DAMAGE REPAIR		0.00	9,190.25	
1946	Invoice	04/08/2024	Hail Damage Repairs		0.00	17,907.12	
1947	Invoice	04/08/2024	Hail Damage Repairs		0.00	17,520.62	
003398	UNIVERSITY AUTO PARTS		04/23/2024	Regular	0.00	14.49	102264
198436	Invoice	04/08/2024	GF-OIL DRY-PARKS		0.00	14.49	
002132	VECTOR DISEASE CONTROL		04/23/2024	Regular	0.00	3,449.75	102265
PI-A0013964	Invoice	04/01/2024	Mosquito Control		0.00	3,449.75	
002826	VICTORIA MIRAGLIA		04/23/2024	Regular	0.00	134.00	102266

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
041624	Invoice	04/16/2024	GF-MILEAGE REIMBURSEMENT-PD		0.00	134.00	
001189	WELD COUNTY ACCTG DEPART		04/23/2024	Regular	0.00	8,292.98	102267
MARCH 2024	Invoice	04/16/2024	GF-MARCH 2024 FUEL CHARGES-		0.00	8,292.98	
000267	COLONIAL LIFE		04/24/2024	Regular	0.00	105.96	102268
78168200401346	Invoice	04/01/2024	GF-APR24 SUPPLEMENTAL INS-HR		0.00	105.96	
000040	AFLAC		04/30/2024	Regular	0.00	2,787.42	102291
654936	Invoice	04/11/2024	GF-SUPPLEMENTAL INS FOR APRIL 2024-HR		0.00	2,787.42	
000041	AGFINITY		04/30/2024	Regular	0.00	1,126.70	102292
H80443	Invoice	04/18/2024	GF-CHEMICALS-PARKS		0.00	1,126.70	
000057	ALL PHASE RESTORATION INC		04/30/2024	Regular	0.00	3,171.76	102293
SI-42789	Invoice	04/19/2024	Fire Clean Up		0.00	3,171.76	
002941	AMERITAS LIFE INSURANCE CORP		04/30/2024	Regular	0.00	8,461.41	102294
010-57637-01 D...	Invoice	05/01/2024	GF-DENTAL INS FOR MAY 2024-HR		0.00	7,394.36	
010-67637-02 VIS...	Invoice	05/01/2024	GF-VISION INS FOR MAY 2024-HR		0.00	1,067.05	
001820	BADGER METER		04/30/2024	Regular	0.00	310,257.50	102295
1647785	Invoice	04/18/2024	UF-NEW METERS AND ENDPOINTS-W LINES		0.00	138,990.00	
1649624	Invoice	04/18/2024	UF-NEW METERS AND ENDPOINTS-W LINES		0.00	75,600.00	
1650124	Invoice	04/18/2024	UF-NEW METERS AND ENDPOINTS-W LINES		0.00	95,667.50	
002973	BOOTBARN INC		04/30/2024	Regular	0.00	341.49	102296
INV00360879	Invoice	04/18/2024	GF-UNIFORMS FOR M. ADAME-PW SHOP		0.00	166.49	
INV00360880	Invoice	04/18/2024	GF-UNIFORMS FOR M. ADAME-PW SHOP		0.00	175.00	
003387	BRANCHPATTERN, INC		04/30/2024	Regular	0.00	2,200.00	102297
56037	Invoice	04/16/2024	REC-COMMISSIONING SERVICES-REC		0.00	2,200.00	
003528	CARL MITCHELL		04/30/2024	Regular	0.00	75.00	102298
2007412.001	Invoice	04/18/2024	REC-FLAG FOOTBALL REFUND-REC CENTER		0.00	75.00	
000267	COLONIAL LIFE		04/30/2024	Regular	0.00	105.96	102299
78168200501051	Invoice	05/01/2024	GF-MAY24 SUPPLEMENTAL INSURANCE-HR		0.00	105.96	
002651	COLORADO COMMUNITY MEDIA		04/30/2024	Regular	0.00	535.48	102300
110194	Invoice	04/19/2024	GF-PUBLIC/LEGAL NOTICE-		0.00	70.48	
110925	Invoice	04/26/2024	GF-PUBLIC NOTICE-LEGIS		0.00	465.00	
000306	COMCAST BUSINESS		04/30/2024	Regular	0.00	4,890.51	102301
198553732	Invoice	04/01/2024	GF-INTERNET SERVICES FOR APRIL 2024-		0.00	4,890.51	
000307	COMCAST CABLE COMM, LLC		04/30/2024	Regular	0.00	220.15	102302
0164533 MAY24	Invoice	04/13/2024	GF-INTERNET/PHONE 04/23-05/22/24-PW...		0.00	220.15	
003123	COMMUNITY CORRECTIONS CSP INC		04/30/2024	Regular	0.00	120.00	102303
041524	Invoice	04/15/2024	GF-COMMUNITY SERVICE-		0.00	120.00	
000312	CONNECT 4 EVENTS AND ENTERTAINMENT LLC		04/30/2024	Regular	0.00	300.00	102304
H23377	Invoice	04/17/2024	GF-SPAG DINNER ENTERTAINMENT-COM ...		0.00	300.00	
003532	DLT SOLUTIONS, LLC		04/30/2024	Regular	0.00	9,823.00	102305
5229505A	Invoice	04/08/2024	GF-INFOWATER PRO ELD ANNUAL SUBSCR...		0.00	9,823.00	
000445	EWING IRRIGATION PRODUCTS INC		04/30/2024	Regular	0.00	50.64	102306
21907781	Invoice	04/04/2024	UF-GRANITE, STAPLES, FABRIC-W LINES		0.00	50.64	
000455	FASTENAL COMPANY 01COFTL		04/30/2024	Regular	0.00	8.00	102307
COFT198445	Invoice	04/04/2024	GF-PARTS FOR SUNDERS SPREADERS-STRE...		0.00	8.00	
002821	FIESTA TIME INC		04/30/2024	Regular	0.00	1,874.00	102308
5617	Invoice	04/17/2024	GF-FOH TENT & CHAIRS RENTAL-COM EV...		0.00	1,874.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
000536	GOLF AND SPORT SOLUTIONS LLC		04/30/2024	Regular	0.00	20,269.06	102309
46855	Invoice	04/15/2024	CPR-SUPPLIES FOR PEARSON PRK BLUE FIE...		0.00	8,250.86	
46860	Invoice	04/15/2024	CPR-SUPPLIES FOR PEARSON PRK YELLOW ...		0.00	8,208.20	
46870	Invoice	04/15/2024	CPR-SUPPLIES FOR PEARSON PRK GREEN F...		0.00	3,810.00	
003526	JAZMIN T GRAFF		04/30/2024	Regular	0.00	60.00	102310
2007451.001	Invoice	04/19/2024	REC-BASEBALL REFUND-REC CENTER		0.00	60.00	
000655	JOHN DEERE FINANCIAL		04/30/2024	Regular	0.00	282.50	102311
76236 APRIL24	Invoice	04/16/2024	CEM-BELTS-CEMETERY		0.00	282.50	
000714	LEGACY SCHOOL OF DANCE LLC		04/30/2024	Regular	0.00	924.00	102312
APRIL24 DANCE	Invoice	04/22/2024	REC-APRIL 2024 DANCE LESSONS-REC CEN...		0.00	924.00	
003486	LONGVIEW HEATING & AIR		04/30/2024	Regular	0.00	11,571.00	102313
251791	Invoice	04/18/2024	HVAC Unit		0.00	11,571.00	
002195	MINUTEMAN PRESS		04/30/2024	Regular	0.00	296.53	102314
39834	Invoice	04/16/2024	GF-ENVELOPES-		0.00	296.53	
002782	MOUNTAIN WEST PRODUCTION GROUP		04/30/2024	Regular	0.00	100.00	102315
101937	Invoice	04/16/2024	GF-FOH STAGE EQUIPMENT RENTAL-COM ...		0.00	100.00	
000865	OFFICE DEPOT		04/30/2024	Regular	0.00	142.45	102316
360719394001	Invoice	04/08/2024	GF-SELF INKING STAMP-ENG		0.00	33.99	
360755706001	Invoice	04/11/2024	GF-BATTERIES, CREAMER, SUGAR, CLEANE...		0.00	55.77	
360762124001	Invoice	04/11/2024	GF-COFFEE FILTERS-ADMIN		0.00	27.90	
360762127001	Invoice	04/11/2024	GF-DISH DETERGENT-ADMIN		0.00	24.79	
003529	PAUL DEINES		04/30/2024	Regular	0.00	75.00	102317
2007409.001	Invoice	04/01/2024	REC-FLAG FOOTBALL REFUND-REC CENTER		0.00	75.00	
000931	R & L TIRES		04/30/2024	Regular	0.00	35.00	102318
52712	Invoice	04/15/2024	GF-FLAT REPAIR ON BOB CAT S-175-STREE...		0.00	35.00	
003467	SCHILZ MARTIAL ARTS & KICKBOXING		04/30/2024	Regular	0.00	380.80	102319
APRIL24 MARTIAL...	Invoice	04/22/2024	REC-APRIL MARTIAL ARTS-REC CENTER		0.00	380.80	
003527	SEBASTIAN SOTELO		04/30/2024	Regular	0.00	90.00	102320
2007450.001	Invoice	04/18/2024	REC-BASEBALL REFUND-REC CENTER		0.00	90.00	
001035	STANDARD INSURANCE CO.		04/30/2024	Regular	0.00	7,195.20	102321
00 759761 0001...	Invoice	05/01/2024	LI, AD&D, LTD, STD Ins Prem		0.00	7,195.20	
001624	STATE OF COLORADO		04/30/2024	Regular	0.00	2,405.90	102322
000026576	Invoice	04/20/2024	UF-BILLS/LATE NOTICE/WATER NOTICE-UB		0.00	2,405.90	
001040	STERICYCLE		04/30/2024	Regular	0.00	30.00	102323
8006760135	Invoice	04/01/2024	GF-SHREDDING SERVICES-CITY CL		0.00	30.00	
002694	SYMMETRY ENERGY SOLUTIONS LLC		04/30/2024	Regular	0.00	2,425.62	102324
18237844	Invoice	04/22/2024	REC-MAR23 GAS SERVICE		0.00	2,425.62	
001343	TIME CLOCK PLUS		04/30/2024	Regular	0.00	13,066.49	102325
INV00338409	Invoice	04/16/2024	TimeClock Plus		0.00	13,066.49	
002725	TIRES TO GREEN RECYCLING COLORADO LLC		04/30/2024	Regular	0.00	787.75	102326
1135	Invoice	04/19/2024	GF-TIRE RECYCLING-LEGIS		0.00	787.75	
001101	TODD HODGES DESIGN, LLC		04/30/2024	Regular	0.00	8,043.75	102327
3600	Invoice	04/22/2024	GF-PLANNING SERVICES 04/08-04/21/24-P...		0.00	8,043.75	
001126	TYLER TECHNOLOGIES		04/30/2024	Regular	0.00	6,999.48	102328
130-145812	Invoice	04/23/2024	Brazos Annual Support and Maintenance (...		0.00	4,764.19	
130-145829	Invoice	04/23/2024	Brazos Annual Maintenance (1 Unit)		0.00	836.29	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
2549	Invoice	04/23/2024	GF-CONNECT 24 CONFERENCE-COURT		0.00	1,399.00	
003411	ULTIMATE DENT REMOVAL LLP		04/30/2024	Regular	0.00	27,968.96	102329
1916	Invoice	04/22/2024	HAIL DAMAGE-VEHICLES		0.00	8,323.53	
1985	Invoice	04/19/2024	Hail Damage Repair		0.00	17,472.29	
2009	Invoice	04/22/2024	HAIL DAMAGE-VEHICLES		0.00	2,173.14	
001137	UNITED POWER		04/30/2024	Regular	0.00	209.35	102330
10213507 MAR24	Invoice	04/17/2024	GF-ELECTRIC SERVICE 03/15-04/15/24-FAC		0.00	209.35	
001203	WELD COUNTY SHERIFF'S OFFICE		04/30/2024	Regular	0.00	37.83	102331
1830 032024	Invoice	04/01/2024	GF-PRISONER SERVICES-COURT		0.00	37.83	
003530	YADIRA ANGEL-GARCIA		04/30/2024	Regular	0.00	75.00	102332
2007408.001	Invoice	04/18/2024	REC-FLAG FOOTBALL REFUND-REC CENTER		0.00	75.00	
002723	EAGLE ROCK COMPANY OF COLO		04/29/2024	Regular	0.00	783.20	102333
12436449-1	Invoice	04/29/2024	GOLF-BEVERAGES-PRO SHOP		0.00	108.80	
12439393-1	Invoice	04/03/2024	GOLF-BEVERAGES-PRO SHOP		0.00	405.60	
12439394-1	Invoice	04/03/2024	GOLF-BEVERAGES-PRO SHOP		0.00	268.80	
000028	ACUSHNET COMPANY		05/07/2024	Regular	0.00	132.80	102334
917890025	Invoice	04/24/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	68.65	
917904514	Invoice	04/25/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	64.15	
002254	ADIDAS AMERICA INC		05/07/2024	Regular	0.00	1,326.00	102335
6161173427	Invoice	04/09/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	1,326.00	
000044	AGFINITY INC		05/07/2024	Regular	0.00	6,838.71	102336
H80561	Invoice	04/22/2024	GOLF-CHEMICALS-MAINT		0.00	3,937.50	
H80645	Invoice	04/24/2024	GF-STREET REPAIR SUPPLIES-STREETS		0.00	250.00	
H80653	Invoice	04/24/2024	GF-AMINE 4#-STREETS		0.00	110.50	
I76971	Invoice	04/24/2024	GOLF-UNLEADED GASOHOL-PRO SHOP		0.00	1,736.02	
I76972	Invoice	04/24/2024	GOLF-FUEL-MAINT		0.00	443.28	
I76973	Invoice	04/24/2024	GOLF-DYED DIESEL-MAINT		0.00	361.41	
003531	ARBOR VALLEY NURSERY		05/07/2024	Regular	0.00	6,641.00	102337
INV71264-1	Invoice	04/26/2024	GF-PARK TREES-PARKS		0.00	6,641.00	
003538	ARYN REYNOLDS		05/07/2024	Regular	0.00	75.00	102338
2007453.001	Invoice	04/28/2024	REC-BASEBALL REFUND-REC CENTER		0.00	75.00	
001820	BADGER METER		05/07/2024	Regular	0.00	2,180.50	102339
80158037	Invoice	05/01/2024	UF-METER HOSTING-		0.00	2,180.50	
000138	BLACK CLOVER ENTERPRISES LLC		05/07/2024	Regular	0.00	3,269.90	102340
BCE188809	Invoice	04/18/2024	GOLF-PREPACKAGED FOODS-PRO SHOP		0.00	3,269.90	
000160	BREAKTHRU BEVERAGE COLORADO		05/07/2024	Regular	0.00	513.02	102341
115481222	Invoice	04/25/2024	GOLF-BEVERAGES-PRO SHOP		0.00	429.02	
115481223	Invoice	04/25/2024	GOLF-BEVERAGES-PRO SHOP		0.00	84.00	
002853	BUCKEYE CLEANING CENTER		05/07/2024	Regular	0.00	154.44	102342
90578582	Invoice	04/02/2024	GOLF-TISSUE-PRO SHOP		0.00	154.44	
000183	CALLAWAY GOLF SALES COMPANY		05/07/2024	Regular	0.00	1,852.12	102343
938105201	Invoice	04/19/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	658.76	
938144422	Invoice	04/26/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	1,193.36	
000182	CEM SALES & SERVICE INC		05/07/2024	Regular	0.00	375.00	102344
162775	Invoice	04/12/2024	REC-POOL/SPA CHEMICALS-REC CENTER		0.00	375.00	
000216	CHAMBER OF COMMERCE		05/07/2024	Regular	0.00	1,800.00	102345
042924	Invoice	04/29/2024	GF-3 TEAMS TRAPPER DAYS GOLF TOURN...		0.00	1,800.00	
000241	CITY OF FT LUPTON-UTIL INVOICE		05/07/2024	Regular	0.00	32,036.89	102346

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
110035001 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	34.65	
110036002 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	96.40	
110221001 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	49.15	
110222001 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	52.15	
11-02490-01 APR...	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	269.47	
110251001 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	92.77	
11-02520-01 APR...	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	12,117.79	
11-02521-01 APR...	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	98.19	
330025001 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	62.15	
330031001 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	83.35	
330045001 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	152.95	
330092001 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	34.65	
330166001 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	97.28	
330920000 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	34.65	
550055501 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	160.54	
550057001 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	592.55	
550057601 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	1,905.04	
550057701 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	34.65	
660092001 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	37.14	
770109501 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	34.65	
770116501 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	64.53	
77-02145-01 APR...	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	48.62	
770229001 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	34.65	
770229501 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	781.97	
770229601 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	36.33	
770231101 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	34.65	
990004001 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	40.85	
990004101 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	91.25	
990005001 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	269.94	
990006001 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	54.04	
990007001 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	92.75	
990008001 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	43.89	
990132001 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	14,300.04	
999910000 APR24	Invoice	04/30/2024	Water/Sewer Bill-City		0.00	103.21	
	Void		05/07/2024	Regular	0.00	0.00	102347
	Void		05/07/2024	Regular	0.00	0.00	102348
000269	COLORADO ASPHALT SVCS		05/07/2024	Regular	0.00	2,190.85	102349
0064596	Invoice	04/19/2024	GF-TONS EZ STREET COLD ASPHALT-PW S...		0.00	2,190.85	
002651	COLORADO COMMUNITY MEDIA		05/07/2024	Regular	0.00	325.38	102350
110661	Invoice	04/26/2024	GF-PUBLIC/LEAGAL NOTICES-		0.00	325.38	
000260	COLORADO RURAL WATER ASSOC		05/07/2024	Regular	0.00	450.00	102351
2313	Invoice	04/01/2024	GF-MEMBERSHIP DUES-ENG		0.00	450.00	
000306	COMCAST BUSINESS		05/07/2024	Regular	0.00	2,692.47	102352
199612369	Invoice	04/30/2024	Comcast Phones		0.00	2,692.47	
000307	COMCAST CABLE COMM, LLC		05/07/2024	Regular	0.00	885.98	102353
0025494 APR/M...	Invoice	04/18/2024	GOLF-APRIL & MAY 24 CABLE SERVICE-PRO..		0.00	94.60	
0117309 APR24	Invoice	04/01/2024	REC-CABLE/MUSIC 03/14-04/13/24-REC C...		0.00	289.25	
0117309 MAY24	Invoice	05/01/2024	REC-CABLE/MUSIC 04/14-05/13/24-REC C...		0.00	289.25	
0147405 MAY24	Invoice	04/20/2024	CPR-PHONE/INTERNET-MUSEUM		0.00	212.88	
001517	CORE&MAIN LP		05/07/2024	Regular	0.00	2,344.41	102354
U484299	Invoice	04/06/2024	UF-PARTS/SUPPLIES-W LINES		0.00	29.76	
U656299	Invoice	04/10/2024	UF-SEALANT, HYDRANT OIL, ASHCROFT G...		0.00	1,217.52	
U730670	Invoice	04/17/2024	UF-PARTS-W LINES		0.00	1,097.13	
000321	COUNTERTRADE PRODUCTS INC		05/07/2024	Regular	0.00	350.00	102355

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
SI-00050120	Invoice	04/25/2024	Annual Support and Maintenance for Extr…		0.00	350.00	
002723	EAGLE ROCK COMPANY OF COLO		05/07/2024	Regular	0.00	422.00	102356
12541369	Invoice	04/29/2024	GOLF-BEVERAGES-PRO SHOP		0.00	107.00	
12547028	Invoice	04/29/2024	GOLF-BEVERAGES-PRO SHOP		0.00	232.80	
12548138	Invoice	04/29/2024	GOLF-BEVERAGES-PRO SHOP		0.00	82.20	
000445	EWING IRRIGATION PRODUCTS INC		05/07/2024	Regular	0.00	50.64	102357
12544996	Invoice	04/04/2024	UF-LANDSCAPE MATERIALS, GRANITE ROC…		0.00	50.64	
003521	FIRST ARMORED SERVICES LLC		05/07/2024	Regular	0.00	61,690.25	102358
2209	Invoice	04/23/2024	GF-3 CHEVY TAHOE'S UP-FITTING-PD		0.00	20,556.75	
2211	Invoice	04/25/2024	GF-3 CHEVY TAHOE'S UP-FITTING-PD		0.00	20,566.75	
2212	Invoice	04/25/2024	GF-3 CHEVY TAHOE'S UP-FITTING-PD		0.00	20,566.75	
002011	FRONT RANGE LUMBER COMPANY		05/07/2024	Regular	0.00	87.78	102359
36329/2	Invoice	05/01/2024	CEM-SUPPLIES-CEMETERY		0.00	43.90	
36331/2	Invoice	05/01/2024	CEM-ESLP BOARD-CEMETERY		0.00	43.88	
003265	GRABER MANUFACTURING, INC		05/07/2024	Regular	0.00	46,388.03	102360
0011124-IN	Invoice	04/22/2024	Community Park Site Furnishings		0.00	7,687.03	
0011125-IN	Invoice	04/22/2024	Splash Pad - Site Furnishings		0.00	19,777.45	
0011126-IN	Invoice	04/22/2024	Playground Site Furnishings		0.00	18,923.55	
003426	HCL ENGINEERING & SURVEYING LLC		05/07/2024	Regular	0.00	18,342.50	102361
0033154	Invoice	04/30/2024	SD-14TH ST DRAINAGE SURVEY-STORM		0.00	18,342.50	
000567	HIGH COUNTRY BEVERAGE CORP		05/07/2024	Regular	0.00	815.00	102362
W-6788414	Invoice	04/29/2024	GOLF-BEVERAGES-PRO SHOP		0.00	815.00	
002977	JOSEPH ELLIOTT USA LLC		05/07/2024	Regular	0.00	402.00	102363
25849	Invoice	05/01/2024	GOLF-SUNSCREEN, LIP BALM, LOTION-PRO…		0.00	402.00	
003536	JUAN ARELLANO		05/07/2024	Regular	0.00	175.00	102364
042524	Invoice	04/25/2024	GF-FAA REMOTE PILOT EXAM REIMBURS…		0.00	175.00	
003311	LINKSOUL, LLC		05/07/2024	Regular	0.00	312.32	102365
320308	Invoice	04/19/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	312.32	
000735	LL JOHNSON DISTRIBUTING		05/07/2024	Regular	0.00	4,066.29	102366
1156942-00	Invoice	04/19/2024	GF-PARTS-PARKS		0.00	3,864.38	
1926153-00	Invoice	04/12/2024	GOLF-PARTS-MAINT		0.00	201.91	
000745	LOUIS A GRESH		05/07/2024	Regular	0.00	1,600.00	102367
042524	Invoice	04/25/2024	GF-ARRAIGNMENT DOCKET FOR APRIL 20…		0.00	1,600.00	
003373	MARK FRANZEN		05/07/2024	Regular	0.00	300.00	102368
042524	Invoice	04/25/2024	GF-SPAG DINNER MUSIC ENTERTAINMEN…		0.00	300.00	
001787	METECH RECYCLING INC		05/07/2024	Regular	0.00	1,295.06	102369
INV-75337	Invoice	04/30/2024	GF-RECYCLING & DATA DESTRUCTION-LEG…		0.00	1,295.06	
002928	PAR WEST TURF SERVICES INC		05/07/2024	Regular	0.00	628.44	102370
INV-PW208950	Invoice	04/01/2024	GOLF-CUP DISPENSER/CUPS-PRO SHOP		0.00	628.44	
000928	PUSH PEDAL PULL, INC		05/07/2024	Regular	0.00	342.00	102371
381479	Invoice	04/22/2024	REC-CASCADE TREADMILL/ROWER REPAIR…		0.00	342.00	
003537	QUANTUM PUMP & CONTROLS, LLC		05/07/2024	Regular	0.00	260.00	102372
11914	Invoice	04/23/2024	UF-SERVICE CALL/REPAIRS-NON POT		0.00	260.00	
000931	R & L TIRES		05/07/2024	Regular	0.00	39.65	102373
52838	Invoice	04/24/2024	CEM-TIRE REPAIR-CEMETERY		0.00	39.65	
000933	R&R PRODUCTS INC		05/07/2024	Regular	0.00	274.80	102374

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
CD2901707	Invoice	04/30/2024	GOLF-TURF GUARD-MAINT		0.00	274.80	
003381	SANTIAGO'S		05/07/2024	Regular	0.00	641.75	102375
391	Invoice	04/29/2024	CPR-CATERING FOR VOLUNTEER APPREC ...		0.00	641.75	
003516	SERVPRO OF COMMERCE CITY		05/07/2024	Regular	0.00	7,837.41	102376
700A	Invoice	04/30/2024	WWTP mold mitigation project		0.00	7,837.41	
000999	SHAMROCK FOODS COMPANY		05/07/2024	Regular	0.00	1,651.89	102377
30516514	Invoice	04/25/2024	GOLF-FOOD, PREPACKAGED FOOD, BEVER...		0.00	1,651.89	
003463	SIG SAUER, INC		05/07/2024	Regular	0.00	2,572.75	102378
5280635	Invoice	04/01/2024	GF-EQUIPMENT-PD		0.00	2,572.75	
003539	STAHLA SERVICES LLC		05/07/2024	Regular	0.00	1,299.00	102379
6395	Invoice	04/16/2024	GF-PORTABLE RESTROOM-COM EVENTS		0.00	1,299.00	
001895	TERMINIX		05/07/2024	Regular	0.00	174.00	102380
445874131	Invoice	04/18/2024	GOLF-PEST CONTROL-PRO SHOP		0.00	174.00	
001075	THE CONSOLIDATED MUTUAL		05/07/2024	Regular	0.00	279,363.22	102381
041624	Invoice	04/26/2024	UF-2024 Perry Pit Lease-Water		0.00	279,363.22	
001105	TOSHIBA FINANCIAL SERVICES		05/07/2024	Regular	0.00	2,710.78	102382
527476063	Invoice	04/20/2024	GOLF-APRIL 2024 COPIER LEASE-		0.00	283.52	
527476444	Invoice	05/01/2024	Copier Lease		0.00	2,427.26	
001126	TYLER TECHNOLOGIES		05/07/2024	Regular	0.00	51,906.09	102383
025-462249	Invoice	05/01/2024	Annual Support_Maintenance Incode VX_...		0.00	51,906.09	
003411	ULTIMATE DENT REMOVAL LLP		05/07/2024	Regular	0.00	34,561.05	102384
2000	Invoice	04/26/2024	Hail Damage Repairs		0.00	17,534.15	
2010	Invoice	04/26/2024	Hail Damage Repairs		0.00	17,026.90	
003398	UNIVERSITY AUTO PARTS		05/07/2024	Regular	0.00	179.47	102385
198542	Invoice	04/09/2024	SF-PARTS-WWTP		0.00	126.06	
198809	Invoice	04/11/2024	SF-HOSE, PARTS-WWTP		0.00	33.94	
199613	Invoice	04/22/2024	CEM-PARTS-CEMETERY		0.00	19.47	
002945	UPLIFT DESK		05/07/2024	Regular	0.00	1,825.00	102386
INV1790435	Invoice	04/24/2024	GF-DESK FOR ASHLEY-HR		0.00	1,825.00	
001149	UTILITY NOTIFICATION CENTER		05/07/2024	Regular	0.00	326.37	102387
224040606	Invoice	04/30/2024	UF-RTL TRANSMISSIONS-ADMIN		0.00	326.37	
001207	WESTERN DISTRIBUTING INC		05/07/2024	Regular	0.00	297.84	102388
793782	Invoice	04/26/2024	GOLF-BEVERAGES-PRO SHOP		0.00	297.84	
001638	WICKHAM TRACTOR CO		05/07/2024	Regular	0.00	235.48	102389
IE21587	Invoice	04/01/2024	GF-PARTS, SEAL KITS-PARKS		0.00	235.48	
003300	FILMTEC CORPORATION		04/23/2024	EFT	0.00	1,445,975.40	9001435
9515690099	Invoice	04/16/2024	UF-MEMCOR Filtration Skids & Parts-WTP		0.00	1,445,975.40	
000597	INSIGHT PUBLIC SECTOR INC		04/23/2024	EFT	0.00	2,301.00	9001436
1101155993	Invoice	04/16/2024	Annual Renewal for Exclaimer - email Sign...		0.00	2,301.00	
003480	NOCO HUMANE		04/23/2024	EFT	0.00	100.00	9001437
1021	Invoice	04/09/2024	GF-ANIMAL BOARDING JAN-MAR 2024-C...		0.00	100.00	
003046	PERKINS + WILL, INC.		04/30/2024	EFT	0.00	14,043.61	9001438
222254.000-208...	Invoice	04/24/2024	RC-Design of Additions-Rec Center		0.00	14,043.61	
003160	UNITEDHEALTHCARE INSURANCE COMPANY		04/30/2024	EFT	0.00	112,585.74	9001439
259034110544	Invoice	05/01/2024	GF-HEALTH INS FOR MAY 2024-HR		0.00	112,585.74	
003355	ADOLFSON & PETERSON CONSTRUCTION		05/07/2024	EFT	0.00	720,738.25	9001440

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
6	Invoice	04/30/2024	RC-REC EXPANSION CONSTRUCTION-REC		0.00	720,738.25	
001327	ALTA PEAK ROLLOFFS LLC		05/07/2024	EFT	0.00	12,176.46	9001441
3951	Invoice	04/29/2024	GF-CLEANUP DAYS-DUMPSTERS-PW		0.00	12,176.46	
002835	BRANDING BY BRE		05/07/2024	EFT	0.00	3,100.00	9001442
1262	Invoice	05/01/2024	GF-SOCIAL MEDIA MANAGEMENT-CITY CL		0.00	3,100.00	
002122	BURNS & MCDONNELL ENGINEERING CO INC		05/07/2024	EFT	0.00	82,769.04	9001443
160868-9	Invoice	04/25/2024	UF-ENGINEERING FOR WATER TOWER-UF		0.00	82,769.04	
000339	CTL THOMPSON, INC		05/07/2024	EFT	0.00	3,402.00	9001444
703810	Invoice	04/30/2024	RC-CONSTRUCTION OBSERVATION & MAT...		0.00	3,402.00	
003417	DATA CENTER WAREHOUSE, LLC		05/07/2024	EFT	0.00	5,362.34	9001445
INDV195426	Invoice	04/01/2024	Stands for MDT's in PW vehicles		0.00	2,535.56	
INDV198736	Invoice	04/26/2024	Dell Precision 3660 Tower		0.00	2,826.78	
000361	DBC IRRIGATION SUPPLY		05/07/2024	EFT	0.00	1,055.27	9001446
S5379342.001	Invoice	04/23/2024	GOILF-VALVE HUNTER/CONNECTOR-MAINT		0.00	1,055.27	
003408	KNS COMMUNICATION CONSULTANTS		05/07/2024	EFT	0.00	3,905.22	9001447
KNSI450045	Invoice	04/01/2024	GF- BI DIRECTIONAL AMPLIFIER SYSTEM-PD		0.00	3,905.22	
000862	O'REILLY AUTO PARTS		05/07/2024	EFT	0.00	539.96	9001448
4489-130434	Invoice	04/09/2024	SF-WIRE, BATTERY, ELECT TAPE-WWTP		0.00	193.65	
4489-130436	Credit Memo	04/09/2024	SF-CREDIT FOR CORE RETURN-WWTP		0.00	-22.00	
4489-131127	Invoice	04/12/2024	SF-CANSTR SOL REMOVER, GLOVES-WWTP		0.00	151.82	
4489-131129	Invoice	04/12/2024	GF-NITRILE GLOVES-PW SHOP		0.00	52.98	
4489-131134	Invoice	04/12/2024	SF-SCRAPER/RAZOR BLADES-WWTP		0.00	27.47	
4489-132236	Credit Memo	04/16/2024	SF-CREDIT FOR RETURN-WWTP		0.00	-100.15	
4489-132241	Invoice	04/16/2024	SF-SOLDER-FLUX, HEAT SHRINK, SUPPLIES...		0.00	71.33	
4489-132460	Invoice	04/17/2024	GF-GENERAL SUPPLIES-PW SHOP		0.00	27.96	
4489-133721	Invoice	04/23/2024	GF-PRIMARY WIRE, TOGGLE SWITCH, SUP...		0.00	79.93	
4489-133963	Invoice	04/24/2024	GF-NITRILE GLOVES-ENG		0.00	26.49	
4489-135249	Invoice	04/30/2024	CEM-BATTERY-CEMETERY		0.00	30.48	
003058	PRECISION PUMPING SYSTEMS		05/07/2024	EFT	0.00	425.00	9001449
RMS000154	Invoice	04/01/2024	UF-8 MONTH REMOTE MONITORING-NO...		0.00	425.00	
003443	PURCELL TIRE AND SERVICE CENTER		05/07/2024	EFT	0.00	399.32	9001450
31614571	Invoice	04/19/2024	GF- FLAT REPAIR UNIT #7 BACKHOE-PW		0.00	280.61	
31614573	Invoice	04/19/2024	GF- FLAT REPAIR UNIT #01 LOADER-PW		0.00	118.71	
000932	R & M SERVICES		05/07/2024	EFT	0.00	116.50	9001451
10823	Invoice	04/19/2024	GF-MAINTENANCE ON FORD EDGE-CITY A...		0.00	116.50	
002725	TIRES TO GREEN RECYCLING COLORADO LLC		05/07/2024	EFT	0.00	912.00	9001452
1153	Invoice	04/23/2024	GF-TIRE RECYCLING, CLEAN UP DAYS-LEGIS		0.00	912.00	
000119	BANK OF COLORADO		04/19/2024	Bank Draft	0.00	6,968.71	DFT0002381
INV0001566	Invoice	04/19/2024	HSA DISTRIBUTION		0.00	6,968.71	
000119	BANK OF COLORADO		04/19/2024	Bank Draft	0.00	790.83	DFT0002382
INV0001567	Invoice	04/19/2024	HSA DISTRIBUTION		0.00	790.83	
001416	VALIC_1		04/19/2024	Bank Draft	0.00	85,698.69	DFT0002383
INV0001568	Invoice	04/19/2024	VALIC - 457(b) $ Contributions		0.00	85,698.69	
001265	IRS		04/19/2024	Bank Draft	0.00	114,533.36	DFT0002384
INV0001569	Invoice	04/19/2024	Federal Withholding		0.00	114,533.36	
001418	CO DEPARTMENT OF REVENUE		04/19/2024	Bank Draft	0.00	20,239.00	DFT0002385
INV0001570	Invoice	04/19/2024	CO Withholding		0.00	20,239.00	
000119	BANK OF COLORADO		05/03/2024	Bank Draft	0.00	6,968.71	DFT0002386

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
INV0001571	Invoice	05/03/2024	HSA DISTRIBUTION		0.00	6,968.71	
000119	BANK OF COLORADO		05/03/2024	Bank Draft	0.00	790.83	DFT0002387
INV0001572	Invoice	05/03/2024	HSA DISTRIBUTION		0.00	790.83	
001416	VALIC_1		05/03/2024	Bank Draft	0.00	57,382.68	DFT0002388
INV0001573	Invoice	05/03/2024	VALIC - 457(b) $ Contributions		0.00	57,382.68	
001265	IRS		05/03/2024	Bank Draft	0.00	89,407.10	DFT0002389
INV0001574	Invoice	05/03/2024	Federal Withholding		0.00	89,407.10	
001418	CO DEPARTMENT OF REVENUE		05/03/2024	Bank Draft	0.00	15,361.00	DFT0002390
INV0001575	Invoice	05/03/2024	CO Withholding		0.00	15,361.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	229	134	0.00	1,182,621.96
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	10	10	0.00	398,140.91
EFT's	30	18	0.00	2,409,907.11
	269	**164**	**0.00**	**3,990,669.98**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	229	134	0.00	1,182,621.96
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	10	10	0.00	398,140.91
EFT's	30	18	0.00	2,409,907.11
	269	**164**	**0.00**	**3,990,669.98**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	4/2024	2,396,349.97
999	POOLED CASH/CONSOLIDATED CASH	5/2024	1,594,320.01
			3,990,669.98

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

The City Council of the City of Fort Lupton met in a regular session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Tuesday, April 16, 2024. Mayor Zo Hubbard called the meeting to order at 6:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

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

Also present were City Administrator, Chris Cross, Deputy City Clerk, Kaela Dunston, Public Works Director, Roy Vestal, Accounting Manager, Kris Kindle, Planning Director, Todd Hodges, Interim Chief of Police, William Carnes and City Attorney, Andy Ausmus.

PROCLAMATION

Mayor Hubbard read the National Crime Victim's Rights Proclamation and proclaimed the week of April 21-27, 2024 as Crime Victim's Rights Week.

Mayor Hubbard read the Sexual Assault Awareness Month Proclamation and proclaimed the month of April as Sexual Assault Awareness Month.

Mayor Hubbard read the 2024 Community College Month Proclamation and proclaimed the month of April as Community College Month.

PERSONS TO ADDRESS COUNCIL

Heidi Windell with AIMS Community College addressed Council after the reading of the 2024 Community College Month Proclamation. She stated as a board member and community member of Fort Lupton that AIMS is proud to serve the community.

Valerie Hernandez, student of AIMS Community College, addressed Council regarding her involvement in Bueno Camp at AIMS Community College and the impact Bueno Camp has had in her life.

Kim Messina, Victim Services Manager at the Brighton Office for Victim Assistance addressed Council after the reading of the National Crime Victim's Rights Week Proclamation and the Sexual Assault Awareness Month Proclamation. She thanked Council for their recognition regarding both of the proclamations. She also thanked the leadership of the Fort Lupton Police Department and stated the Victim Services Unit has been recognized by the International Association for Chiefs of Police for Leadership in Victim Services.

Earl Hood, Weld County community member, stated the City took over County Road 22 two years ago and finally, today the road was grated making it drivable. He asked Council how long it would be before the City starts encroaching on the land. Mayor Hubbard responded the City has not annexed property without consent from the property owner.

APPROVAL OF AGENDA

Staff requested to add an updated "Exhibit A" to item g under Consent Agenda which received attorney approval. Staff also requested to change the title of item d under the Consent Agenda to read "Ratifying the Mayor's signature on the Memorandum of Understanding with Resource Recycling Systems, Inc., to Conduct a Feasibility Study for Developing a Contractual Residential Waste and Recycling Collection System." It was moved by David Crespin and seconded by Carlos Barron to approve the agenda as amended. Motion passed unanimously on roll call vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the April 16, 2024, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- April 2, 2024 City Council Meeting Minutes
- Second Reading Ordinance 2024-1164 APPROVING USDA INTERIM LOAN FINANCING THROUGH COBANK, ACB FOR $23,839,000 FOR THE CONSTRUCTION OF THE METRO FORCE MAIN AND LIFT STATION
- Ratifying the Mayor's Signature Accepting a Proposal from A to Z Recreation for the Community Center Park Renovation Project to Repurchase Playground Equipment for an Amount Not to Exceed $347,315.00 to be Paid from the Parks Department Capital Projects (AM 2024-064)
- Ratifying the Mayor's Signature on the Memorandum of Understanding with Resource Recycling Systems, Inc., to Conduct a Feasibility Study for Developing a Contractual Residential Waste and Recycling Collection System (AM 2024-066)
- Approving Resolution 2024R018 RATIFYING THE MAYOR'S APPOINTMENT OF LORENZO VASQUEZ TO THE PARKS AND RECREATION COMMITTEE FOR A TERM BEGINNING APRIL 16, 2024 AND ENDING DECEMBER 31, 2025 (AM 2024-067)
- Approving a Five-year Contract with Axon Enterprise for Axon Air for an Amount Not to Exceed $42,853.67 (AM 2024-072)
- Authorizing the Mayor to Sign the Fireworks Agreement for Fireworks Display from

Tri-State Fireworks for an Amount Not to Exceed $20,000 (AM 2024-073)
Motion passed unanimously on roll call vote.

PUBLIC HEARINGS

AM 2024-068 Adopting an Ordinance Accepting an Annexation Known as the Ewing Annexation and Approving the Annexation Agreement

Councilmember Bruce Fitzgerald left the meeting before the public hearing began.

Mayor Hubbard opened the public hearing at 6:22 p.m.

City Planner, Magaly Morales-Tejada presented an overview of the application regarding the Ewing annexation, initial zoning, and special use permit. Lewicki and Associates as the representative for Tricycle Lane Texas LLC (the "Applicants") submitted a request for annexation of land totaling 155.92 acres more or less, known as the Ewing Annexation. The parcels are located west and adjacent to Highway 85 and approximately 0.50 miles north from County Road 14.5 (Parcel Nos. 130930000007 & 130930000039). The proposed initial zoning is to the 'A' Agricultural Zone District.

The proposed use of the property is for sand and gravel mining operations with processing using concrete and asphalt plants. Mining will occur on approximately 116 acres, across three pods. Reclamation of operations will convert the site to water storage ponds surrounded by rangeland. This use is being reviewed under a special use permit concurrently with the annexation.

Ben Langenfeld with Lewicki and Associates and Burnco Colorado, presented to Council the details of the operation which included how they excavate the material, how the material is processed, and what will happen with the land once the operation is completed. The operation will take about ten years to complete. After completion, there will be three water storage lakes with the potential to add a trail. He also explained the operation plan which outlined details regarding hours that will be worked, how dust, traffic, and noise will be managed, and precautions they will take during the operation. He also stated an outreach meeting was held in Fall of 2023 to provide notice of the operation to surrounding neighbors and answer any questions or concerns they had.

Mayor Hubbard questioned if the road would be affected for the neighbors next to the operation. Mr. Langenfeld stated currently the road splits along the fence line. The road will split off and go into the processing area of the project. It is a singular access to the highway.

Mayor Hubbard also asked how the slurry walls are sealed off before mining begins and Mr. Langenfeld explained the process.

Councilmember Claud Hanes, asked if the lakes will end up being recreational. Mr. Langenfeld stated it is to be determined once the project is completed. He stated a new process will have to be started to determine how the lakes will be utilized.

Councilmember Chris Ceretto, asked if monitor wells have already been installed. Mr. Langenfeld stated yes, many have already been installed.

Todd Hodges, Planning Director stated Agriculture is the appropriate zoning for this project. He also stated one of the members of the historical society was in support of the project. He believes this area will be a great asset to expand the trail that is currently near the location. Also, the first right of refusal is in the annexation agreement, should the ownership of the property be transferred, the City will have the first rights to the property.

Mayor Hubbard closed the public hearing at 6:54 p.m.

It was moved by Chris Ceretto and seconded by Valerie Blackston to adopt Ordinance 2024-1165 Accepting an Annexation Known as the Ewing Annexation and Approving the Annexation Agreement. Motion passed unanimously on roll call vote.

AM 2024-069 Adopting an Ordinance to Initially Zone Land Legally Described in Exhibit A of the Proposed Ordinance, and Known as the Ewing Initial Zoning, to the 'A' Agricultural Zone District

Mayor Hubbard opened the public hearing at 6:56 p.m.

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

Mayor Hubbard asked if anyone from the public wished to speak for or against the proposal. Hearing none, Mayor Hubbard closed the public hearing at 6:56 p.m.

It was moved by David Crespin and seconded by Valerie Blackston to adopt Ordinance 2024-1166 to Initially Zone Land Legally Described in Exhibit A of the Proposed Ordinance, and Known as the Ewing Initial Zoning, to the 'A' Agricultural Zone District. Motion passed unanimously on roll call vote.

AM 2024-070 Approve a Resolution for an Application for a Special Use Permit for a Sand and Gravel Pit, Known as the Ewing Special Use Permit

Mayor Hubbard opened the public hearing at 6:57 p.m.

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

Mayor Hubbard closed the public hearing at 6:58 p.m.

It was moved by Claud Hanes and seconded by Carlos Barron to Approve Resolution 2024R019 for an Application for a Special Use Permit for a Sand and Gravel Pit, Known as the Ewing Special Use Permit. Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2024-065 Approve Purchase Order to Badger Meter for an Amount Not to Exceed $581,240.00 for Purchase of New Meters and Endpoints from the Utility Fund Water Line Department

A total of 1,900 new meters and endpoints are required to complete the new meter upgrade/replacement project. 300 meters and endpoints were acquired with the 2023 budget in December 2023. An additional 1,600 will be required and have been ordered through Badger Meter company. A shipment of 600 was recently received with additional quarterly shipments being ordered of 250 each throughout 2024.

¾" meters cost $231.65 each and the endpoints cost $126.00 each.

Northern Colorado Constructors is currently contracted for a maximum not to exceed $300,000 that will include replacement of 220 meters. A Change Order will be issued in June for $1,950,000 to include an additional 1,680 meter replacements (if contracted work and coordination with contractor continues to meet expectations).

Project Budget	$3,000,000
NCC	$ 300,000
NCC CO	$1,950,000
Meters/endpoints	$ 581,240

Anticipated project completion by end of this year.

It was moved by Chris Ceretto and seconded by Valerie Blackston to Approve Purchase Order to Badger Meter for an Amount Not to Exceed $581,240.00 for Purchase of New Meters and Endpoints from the Utility Fund Water Line Department. Motion passed unanimously on roll call vote.

AM 2024-071 Approving a Contract with AWU Consulting to Provide Municipal Services Through the 2024 year to the City

Approving a contract with AWU Consulting (Owner John Fryar) to assist with projects in the Police department and provide support for the new Chief. This will help to ensure a smooth transition in continuity of operations for the first 8 months.

It was moved by Carlos Barron and seconded by David Crespin to Approve Contract with AWU Consulting to Provide Municipal Services Through the 2024 year to the City. Motion passed unanimously on roll call vote.

AM 2024-074 Approving Vehicle Up-Fitting through First Armored Services for 3 Vehicles in the Amount of $65,133.39

With the delivery of the 3 Chevy Tahoe police vehicles, the vehicles need up-fitting. Due to significant delays with the current vehicle up-fit vendor, the Police Department (PD) researched an alternative vendor to provide service. First Armored Services provides comparable service at a lower price. First Armored Services provided an estimate of $21,711.13 per vehicle, for a total estimated cost of $65,133.39. The current vendor provided an estimate for a similar vehicle upfit needing less work, of $21,564.

It was moved by Carlos Barron and seconded by Claud Hanes to Approve Vehicle Up-Fitting through First Armored Services for 3 Vehicles in the Amount of $65,133.39. Motion passed unanimously on roll call vote.

INFORMATION MEMORANDUM

IM 2024-009 Police Chief Retirement

The current Chief of Police John Fryar has submitted his retirement date of April 30, 2024. Chief Fryar has served with the City for 10 years and will be missed as he goes onto retirement. To ensure continuity of operations an interim Chief will be appointed upon his retirement until the process is completed for a new Chief.

The estimated timeline of the process is between three to six months. The timing of start dates for a new Chief will not be fully known until after an offer is made post process.

IM 2024-010 Reallocating Capital Project Funding for Brazos to Central Square RMS to Purchase Hardware

The City utilizes Brazos handheld ticket writers to complete municipal citations. The aging Brazos equipment needs replacement and $37,664 was allocated for this project. Due to diminishing customer service and reoccurring problems with the Brazos programming, the Police Department (PD) began exploring other options and has been developing a viable alternative through the existing Records Management System software. The PD will utilize the funds allocated to make the switch from Brazos to Central Square for citations.

IM 2024-011 Proposal to Hire Cadet Positions to Train Qualified Police Applicants

The Police Department (PD) has previously hired cadet positions to boost recruitment, with mixed results. In an effort to increase program success, the PD has changed pre-POST academy processes to evaluate hires prior to incurring POST academy expenses. The PD is proposing to hire two cadets for a POST academy starting in August. Funding for the cadets' salary and benefits would be paid with vacant staff positions in the PD budget. Funding for the academy expenses will be paid by the PD staff development budget in combination with Human Resource's educational expenses budget. No additional funding will need to be allocated.

STAFF REPORTS

Roy Vestal, Public Works Director, reported that spring clean-up on April 13th was a success with a record number of loads, around 220 and around 200 tires collected. He also reported on Monday April 22nd Public Works will be setting up the demonstration on 4th regarding the bike lane to provide community members insight on how it will look and flow. On Tuesday, April 23rd a bike path meeting discussion will be held at City Hall to obtain community input regarding the transportation plan update with a special focus on multimodal network.

William Carnes, Interim Chief of Police, reported Chief Fryar's retirement party will be held on April 30th and to RSVP if interested in attending.

Todd Hodges, Planning Director, stated two of the City Planners are attending the Oil and Gas Symposium in Rifle, CO.

MAYOR/COUNCIL REPORTS

Mayor Hubbard stated she attended the Opioid Council Meeting in Greeley, CO this morning. No action was taken due to lack of a quorum. However, there is over 3 million dollars that is being put back into the community to deal with substance issues.

FUTURE CITY EVENTS

April 15-19, 2024	Hillside Cemetery Annual Clean-up Days
April 17, 2024	Welcome Wednesday - Community Development Office 1200 Dexter St. Unit W13, 7:30 a.m. – 9:00 a.m.
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.
May 1, 2024	Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m.

UPCOMING MEETINGS

April 23, 2024 Bike Path Planning Meeting, City Hall, 130 S. McKinley Ave. 5:00 p.m.
April 30, 2024 Town Hall Meeting- Canceled
May 7, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
May 14, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
May 21, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 7:13 p.m.

Submitted by,

____
Maricela Peña, City Clerk

Approved by City Council,

____
Zo Hubbard, Mayor

ORDINANCE NO. 2024-1165

INTRODUCED BY: CHRIS CERETTO

ADOPT ORDINANCE 2024-1165 ANNEXING LAND LEGALLY DESCRIBED IN EXHIBIT "A" KNOWN AS THE EWING ANNEXATION AND APPROVING THE ANNEXATION AGREEMENT.

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 16th day of April 2024.

PUBLISHED in the Fort Lupton Press the 25th day of April 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 7th day of May 2024.

PUBLISHED BY TITLE ONLY the 16th day of May 2024.

EFFECTIVE (after publication) the 15th day of June 2024.

CITY OF FORT LUPTON, COLORADO

____
Zo Hubbard, Mayor

ATTEST:

____
Maricela Peña, City Clerk

Approved as to form:

____
Andy Ausmus, City Attorney

ORDINANCE NO. 2024-1166

INTRODUCED BY: DAVID CRESPIN

ADOPT ORDINANCE 2024-1166 INITIALLY ZONING LAND KNOWN AS THE EWING INITIAL ZONING, LEGALLY DESCRIBED IN EXHIBIT A, TO THE 'A' AGRICULTURAL ZONE DISTRICT.

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 16th day of April 2024.

PUBLISHED in the Fort Lupton Press the 25th day of April 2024.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 7th day of May 2024.

PUBLISHED BY TITLE ONLY the 16th day of May 2024.

EFFECTIVE (after publication) the 15th day of June 2024.

CITY OF FORT LUPTON, COLORADO

____
Zo Hubbard, Mayor

ATTEST:

____
Maricela Peña, City Clerk

Approved as to form:

____
Andy Ausmus, City Attorney

RESOLUTION 2024Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES LISTED IN EXHIBIT 'A' TO THE PARKS AND RECREATION ADVISORY COMMITTEE FOR A TERM BEGINNING MAY 7, 2024 AND ENDING DECEMBER 31, 2025

WHEREAS, four (4) applications have been received for the Mayor to consider their appointment to the Parks and Recreation Advisory Committee allowing them the opportunity to serve the City of Fort Lupton.

WHEREAS, all applicants live within one of the following zones: school district, fire district, or the Fort Lupton zip code.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of the attached list of applicants in Exhibit 'A' to the Parks and Recreation Advisory Committee for a term beginning May 7, 2024, and ending December 31, 2025.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 7th DAY OF MAY 2024.

City of Fort Lupton, Colorado

____

Zo Hubbard, Mayor

Attest:

____

Maricela Peña, City Clerk

Approved as to form:

____

Andy Ausmus, City Attorney

EXHIBIT "A"
Advisory Committee Appointments

PARKS AND RECREATION COMMITTEE		
Name	**Term**	**Position**
Hector Sifuentes	5/7/2024-12/31/2025	Member
Chad Hargett	5/7/2024-12/31/2025	Member
Stevie Hearon	5/7/2024-12/31/2025	Member
Bushrod White	5/7/2024-12/31/2025	Member
Monty Schuman Brian Oswalt Doug Cook		City Liaisons

City Council Meeting
Date: May 7, 2024
Staff: Kaela Dunston,
Deputy City Clerk

AM 2024-075
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of Candidates to the Parks and Recreation Committee for a Term Beginning May 7, 2024 and Ending December 31, 2025.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Hector Sifuentes, Chad Hargett, Stevie Hearon and Bushrod White have all submitted an application to serve on the Parks and Recreation Committee and have expressed an interest in serving the community. They meet the requirements of committee guidelines by living within the school district, fire district or Fort Lupton zip code.

FINANCIAL CONSIDERATIONS

Not Applicable

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

1. Continue to solicit for applications through announcements on the City of Fort Lupton's webpage and social media accounts.

STAFF RECOMMENDATIONS

Staff recommend approving the proposed resolution

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _______________ ___________________________________ City Clerk ___________ Date

Resolution No. _______________

City Council Meeting
Date: May 07, 2024
Staff: Travis Aksamitowski,
IT Director

AM 2024-076
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving the Renewal of a Three-Year Contract with Comcast for City Phones for an Amount Not to Exceed $1,808.25 per Month.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Currently, the City is using Comcast Business Voice Edge for phone services. The previous contract recently ended causing the monthly fee to increase for phone services. By going with this new three (3) year contract the City would be saving roughly $925.40 per month.

FINANCIAL CONSIDERATIONS

The cost of phone services is budgeted in by department across all funds.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

- Council elects to renew the 3yr contract with Comcast for their Business Voice Edge Services.
- The City continues paying on a monthly basis while staff look for a different provider such as Verizon or other Phone provider(s).

STAFF RECOMMENDATIONS

IT recommends renewing the contract for the price saving while starting to look into other options in the future.

Attachments: a. Comcast Service Order Agreement

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

____
City Clerk

____
Date

SERVICE ORDER AGREEMENT – BUSINESS VOICEEDGE SERVICES

CUSTOMER INFORMATION

Account Name:	CITY OF FT. LUPTON	Email:	taksamitowski@fortluptonco.gov
Primary Contact:	Travis Aksamitowski	Address1:	130 S. McKinley
Title:		Address2:	
Phone:	7204666113	City:	Fort Lupton
Cell:		State:	CO
Fax:		Zip Code:	80621

SUMMARY OF CHARGES

Service Term(Months): 36

Site Name	Monthly Recurring Charges	Standard Installation Charges	One-time Charges
CITY OF FT. LUPTON	$488.55	$0.00	$0.00
CITY OF FT. LUPTON-MUSEUM	$44.85	$0.00	$0.00
CITY OF FT. LUPTON-RECREATION	$363.90	$0.00	$0.00
CITY OF FT. LUPTON-CITY HALL	$698.70	$0.00	$0.00
CITY OF FT. LUPTON-PUBLIC WORKS	$39.85	$0.00	$0.00
COYOTE CREEK GOLF COURSE	$104.65	$0.00	$0.00
CITY OF FT. LUPTON - Water Treatment (OTT)	$24.90	$0.00	$0.00
CITY OF FT. LUPTON - PLANNING	$42.85	$0.00	$0.00
SUMMARY OF TOTAL CHARGES*	**$1,808.25**	**$0.00**	**$0.00**

*** Applicable federal, state and local taxes and fees may apply; usage fees not included. For Specific information, see service location detail pages, attached hereto and incorporated here in reference. Additional orders (adding or deleting seats) may change the "per seat" pricing.**

GENERAL COMMENTS

AGREEMENT privacy-statement (or any successor URL), both of which Comcast may update from time to

1This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates (""Comcast"") will provide the Business VoiceEdge™ Services (""Services"") to Customer. This Comcast Business Class Service Order Agreement consists of this document (""SOA""), the standard Comcast Business Customer Terms and Conditions (""Terms and Conditions"") located at http://business.comcast.com/terms-conditions-smb (or any successor URL), and any other Service Order sentered under this SOA, collectively referred to as the "Agreement". In the event of inconsistency among these documents, precedence will be as follows: (1) Terms and Conditions, (2) this SOA, and (3) any other Service Orders entered under this SOA. The Agreement shall terminate as set forth in the Terms and Conditions. All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and conditions. Use of the Services is also subject to the Business Acceptable Use Policy located at http://business.comcast.com/customer-notifications/acceptable-use-policy (or any successor URL), and the Business Privacy Policy located at http://business.comcast.com/customer-notifications/customer-privacy-statement (or any successor URL), both of which Comcast may update from time to time and become effective upon posting.

2. The Service carries a 60 day money back guarantee. If within the first (60) sixty days following Business VoiceEdge Service activation Customer is not completely satisfied, Customer may cancel such service and Comcast will issue a refund for service charges actually paid by Customer, custom installation, usage charges, and optional service fees and taxes excluded. In order to be eligible for the refund, Customer must cancel Business VoiceEdge Service within sixty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed $500.00.

3. By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

4. Customer must execute a Comcast Letter or Authorization (""LOA"") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

5. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the installation is complete.

6. Notwithstanding the notice provision in the Business Services Customer Terms and Conditions, all legal notices will be sent to the Primary Contact listed above and/or to the Primary Contact identified on the SOA for each Service location as applicable.

7. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the terms and conditions of this Agreement.

8. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

E911 ACKNOWLEDGEMENT

Your Comcast Business Voice Services set forth in this Service Order (the "Voice Services") have the following 911 limitations:

• In order for 911 calls to be properly directed to emergency services using the Voice Services, Customer must provide and maintain the correct service address information ("Registered Service Location") for each telephone number and extension used by Customer. The Registered Service Location should also include information such as floor and office number as appropriate.

• If the Voice Services are moved to, or used in, a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.

• Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the telephone system as necessary to reflect moves or additions of stations.

• Customer 911 calls may be sent to an emergency call center where an agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.

• The Voice Services use electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.

• Calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment and/or power failure, a broadband connection failure, or another technical problem.

• Failure by Customer to make updates to the Registered Service Location, including updates to restore service address to the original Registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.

• Customers should call Comcast at 1-800-391-3000 if they have any questions or need to update the Registered Service Location in the E911 system.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICES.

CUSTOMER USE ONLY	COMCAST USE ONLY (by Authorized representative)		
Signature:	**Signature:**	Sales Rep:	Josiah Gallegos
Name:	Name:	Sales Rep Email:	josiah_gallegos@cable.comcast.com
Title:	Title:	Region:	Mountain West Region
Date:	Date:	Division:	West Division

SERVICE LOCATION DETAIL

Customer Information

Location Name:	CITY OF FT. LUPTON	Business Phone:	7204666113
Company Name:	CITY OF FT. LUPTON	Cell Phone:	
Contact Name:	Travis Aksamitowski	Fax Number:	
Address1:	130 S McKinley	Email:	taksamitowski@fortluptonco.gov
Address2:		Site Type:	Dedicated
City:	Fort Lupton	Emergency 911 Information:	130 S Mckinley AVE Fort Lupton, CO 80621
State:	CO		
Zip:	80621		

Billing Information

Date Of Quote:	4/17/2024	Service Term:	36
	The terms set forth in this agreement are valid for 30 days from Date of Quote		
Billing Contact	Travis Aksamitowski	Zip:	80621
Address1:	130 S McKinley	Phone:	7204666113
Address2:		Fax:	
City:	Fort Lupton	Email:	taksamitowski@fortluptonco.gov
State:	CO		

Voice Selection

Voice Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Unified Communication Seats	27	$14.95	$0.00	$403.65	$0.00
Softphone-Only UC seats	5	$0.00	$0.00	$0.00	$0.00
Additional Voicemail Box	14	$5.00	$0.00	$70.00	$0.00

Equipment Selection

Equipment Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Voice Gateway	1	$9.95	$0.00	$9.95	$0.00
Poly VVX 250	21	$0.00	$0.00	$0.00	$0.00
AudioCodes MP-114 ATA	1	$4.95	$0.00	$4.95	$0.00

Summary Of Charges

Aggregate Monthly Recurring Charges	
Monthly Recurring Charges:	**$488.55**
Promotional Discount:	
Promotion Option:	**WEST_BVE_20+Seats_$14.95_$0Phone**
Promotion Description:	
Unified Communication Seats for discounted rate of $14.95 each, increasing to then regular rate at end of original term (month 37 if 3 year term, or month 61 if 5 year term). Entry Level Polycom Phone MRC waived for length of original contract term, increasing to then regular rate at end of term (month 37 if 3 year term, or month 61 if 5 year term). Minimum Business Internet Standard (download speed up to 100 Mbps) or Ethernet required. OTT sites are eligible if main site meets minimum Business Internet Standard or Ethernet requirement. Minimum 20 seats required. Minimum 3 Year term required. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee	
Total Business VoiceEdge Monthly Recurring Charge*:	**$488.55**
*Applicable federal, state and local taxes & fees may apply; usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing	

Business VoiceEdge Standard Installation Charges		
Customer Training:	**First Onsite Training**	**No Charge**
Total One-time Charges:		**$0.00**
Site Installation Charges:		**$0.00**
Total Business VoiceEdge Standard Installation Charges:		**$0.00**

Customer Information

Location Name:	CITY OF FT. LUPTON-MUSEUM	Business Phone:	7204666113
Company Name:	CITY OF FT. LUPTON	Cell Phone:	
Contact Name:	Travis Aksamitowski	Fax Number:	
Address1:	453 1ST ST	Email:	taksamitowski@fortluptonco.gov
Address2:		Site Type:	Dedicated
City:	Fort Lupton	Emergency 911 Information:	453 1st ST Fort Lupton, CO 80621
State:	CO		
Zip:	80621		

Billing Information

Date Of Quote:	4/17/2024	Service Term:	36
	The terms set forth in this agreement are valid for 30 days from Date of Quote		
Billing Contact	Travis Aksamitowski	Zip:	80621
Address1:	130 S McKinley	Phone:	7204666113
Address2:		Fax:	
City:	Fort Lupton	Email:	taksamitowski@fortluptonco.gov
State:	CO		

Voice Selection

Voice Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Unified Communication Seats	2	$14.95	$0.00	$29.90	$0.00
Additional Voicemail Box	1	$5.00	$0.00	$5.00	$0.00

Equipment Selection

Equipment Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Voice Gateway	1	$9.95	$0.00	$9.95	$0.00
Poly VVX 250	2	$0.00	$0.00	$0.00	$0.00

Summary Of Charges

Aggregate Monthly Recurring Charges

Monthly Recurring Charges:	**$44.85**
Promotional Discount:	
Promotion Option:	**WEST_BVE_20+Seats_$14.95_$0Phone**
Promotion Description:	

Unified Communication Seats for discounted rate of $14.95 each, increasing to then regular rate at end of original term (month 37 if 3 year term, or month 61 if 5 year term). Entry Level Polycom Phone MRC waived for length of original contract term, increasing to then regular rate at end of term (month 37 if 3 year term, or month 61 if 5 year term). Minimum Business Internet Standard (download speed up to 100 Mbps) or Ethernet required. OTT sites are eligible if main site meets minimum Business Internet Standard or Ethernet requirement. Minimum 20 seats required. Minimum 3 Year term required. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee

Total Business VoiceEdge Monthly Recurring Charge*:	**$44.85**

*Applicable federal, state and local taxes & fees may apply; usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing

Business VoiceEdge Standard Installation Charges

Customer Training:	**Online**	**No Charge**
Total One-time Charges:		**$0.00**
Site Installation Charges:		**$0.00**
Total Business VoiceEdge Standard Installation Charges:		**$0.00**

SERVICE ORDER AGREEMENT – BUSINESS VOICEEDGE SERVICES

Customer Information

Location Name:	CITY OF FT. LUPTON-RECREATION	Business Phone:	7204666113
Company Name:	CITY OF FT. LUPTON	Cell Phone:	
Contact Name:	Travis Aksamitowski	Fax Number:	
Address1:	203 S HARRISON AVE	Email:	taksamitowski@fortluptonco.gov
Address2:		Site Type:	Dedicated
City:	Fort Lupton	Emergency 911 Information:	203 S Harrison AVE Fort Lupton, CO 80621
State:	CO		
Zip:	80621		

Billing Information

Date Of Quote:	4/17/2024	Service Term:	36
	The terms set forth in this agreement are valid for 30 days from Date of Quote		
Billing Contact	Travis Aksamitowski	Zip:	80621
Address1:	203 S HARRISON AVE	Phone:	7204666113
Address2:		Fax:	
City:	Fort Lupton	Email:	taksamitowski@fortluptonco.gov
State:	CO		

Voice Selection

Voice Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Unified Communication Seats	21	$14.95	$0.00	$313.95	$0.00
Additional Voicemail Box	8	$5.00	$0.00	$40.00	$0.00

Equipment Selection

Equipment Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Voice Gateway	1	$9.95	$0.00	$9.95	$0.00
Poly VVX 250	21	$0.00	$0.00	$0.00	$0.00

Summary Of Charges

Aggregate Monthly Recurring Charges

Monthly Recurring Charges:	**$363.90**
Promotional Discount:	
Promotion Option:	**WEST_BVE_20+Seats_$14.95_$0Phone**
Promotion Description:	

Unified Communication Seats for discounted rate of $14.95 each, increasing to then regular rate at end of original term (month 37 if 3 year term, or month 61 if 5 year term). Entry Level Polycom Phone MRC waived for length of original contract term, increasing to then regular rate at end of term (month 37 if 3 year term, or month 61 if 5 year term). Minimum Business Internet Standard (download speed up to 100 Mbps) or Ethernet required. OTT sites are eligible if main site meets minimum Business Internet Standard or Ethernet requirement. Minimum 20 seats required. Minimum 3 Year term required. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee

Total Business VoiceEdge Monthly Recurring Charge*:	**$363.90**

*Applicable federal, state and local taxes & fees may apply; usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing

Business VoiceEdge Standard Installation Charges

Customer Training:	**Online**	**No Charge**
Total One-time Charges:		**$0.00**
Site Installation Charges:		**$0.00**
Total Business VoiceEdge Standard Installation Charges:		**$0.00**

Customer Information

Location Name:	CITY OF FT. LUPTON-CITY HALL	Business Phone:	7204666113
Company Name:	CITY OF FT. LUPTON	Cell Phone:	
Contact Name:	Travis Aksamitowski	Fax Number:	
Address1:	130 S MCKINLEY AVE	Email:	taksamitowski@fortluptonco.gov
Address2:		Site Type:	Dedicated
City:	Fort Lupton	Emergency 911 Information:	130 S Mckinley AVE Fort Lupton, CO 80621
State:	CO		
Zip:	80621		

Billing Information

Date Of Quote:	4/17/2024	Service Term:	36
	The terms set forth in this agreement are valid for 30 days from Date of Quote		
Billing Contact	Travis Aksamitowski	Zip:	80621
Address1:	130 S MCKINLEY AVE	Phone:	7204666113
Address2:		Fax:	
City:	Fort Lupton	Email:	taksamitowski@fortluptonco.gov
State:	CO		

Voice Selection

Voice Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Unified Communication Seats	37	$14.95	$0.00	$553.15	$0.00
Reception Console	2	$29.95	$0.00	$59.90	$0.00
Additional Voicemail Box	4	$5.00	$0.00	$20.00	$0.00
Additional or Alternate TNs	4	$0.20	$0.00	$0.80	$0.00

Equipment Selection

Equipment Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Voice Gateway	1	$9.95	$0.00	$9.95	$0.00
Poly VVX 250	35	$0.00	$0.00	$0.00	$0.00
Poly Trio 8300	1	$17.95	$0.00	$17.95	$0.00
Poly Trio 8500	1	$36.95	$0.00	$36.95	$0.00

Summary Of Charges

Aggregate Monthly Recurring Charges

Monthly Recurring Charges:	**$698.70**
Promotional Discount:	
Promotion Option:	**WEST_BVE_20+Seats_$14.95_$0Phone**
Promotion Description:	

Unified Communication Seats for discounted rate of $14.95 each, increasing to then regular rate at end of original term (month 37 if 3 year term, or month 61 if 5 year term). Entry Level Polycom Phone MRC waived for length of original contract term, increasing to then regular rate at end of term (month 37 if 3 year term, or month 61 if 5 year term). Minimum Business Internet Standard (download speed up to 100 Mbps) or Ethernet required. OTT sites are eligible if main site meets minimum Business Internet Standard or Ethernet requirement. Minimum 20 seats required. Minimum 3 Year term required. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee

Total Business VoiceEdge Monthly Recurring Charge*:	**$698.70**

*Applicable federal, state and local taxes & fees may apply; usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing

Business VoiceEdge Standard Installation Charges

Customer Training:	**Online**	**No Charge**

Total One-time Charges:	**$0.00**
Site Installation Charges:	**$0.00**
Total Business VoiceEdge Standard Installation Charges:	**$0.00**

Customer Information

Location Name:	CITY OF FT. LUPTON-PUBLIC WORKS	Business Phone:	7204666113
Company Name:	CITY OF FT. LUPTON	Cell Phone:	
Contact Name:	Travis Aksamitowski	Fax Number:	
Address1:	800 12TH ST	Email:	taksamitowski@fortluptonco.gov
Address2:		Site Type:	Dedicated
City:	Fort Lupton	Emergency 911 Information:	800 12TH ST Fort Lupton, CO 80621
State:	CO		
Zip:	80621		

Billing Information

Date Of Quote:	4/17/2024	Service Term:	36
	The terms set forth in this agreement are valid for 30 days from Date of Quote		
Billing Contact	Travis Aksamitowski	Zip:	80621
Address1:	130 S MCKINLEY AVE	Phone:	7204666113
Address2:		Fax:	
City:	Fort Lupton	Email:	taksamitowski@fortluptonco.gov
State:	CO		

Voice Selection

Voice Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Unified Communication Seats	2	$14.95	$0.00	$29.90	$0.00

Equipment Selection

Equipment Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Voice Gateway	1	$9.95	$0.00	$9.95	$0.00
Poly VVX 250	2	$0.00	$0.00	$0.00	$0.00

Summary Of Charges

Aggregate Monthly Recurring Charges

Monthly Recurring Charges:	**$39.85**
Promotional Discount:	
Promotion Option:	**WEST_BVE_20+Seats_$14.95_$0Phone**
Promotion Description:	

Unified Communication Seats for discounted rate of $14.95 each, increasing to then regular rate at end of original term (month 37 if 3 year term, or month 61 if 5 year term). Entry Level Polycom Phone MRC waived for length of original contract term, increasing to then regular rate at end of term (month 37 if 3 year term, or month 61 if 5 year term). Minimum Business Internet Standard (download speed up to 100 Mbps) or Ethernet required. OTT sites are eligible if main site meets minimum Business Internet Standard or Ethernet requirement. Minimum 20 seats required. Minimum 3 Year term required. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee

Total Business VoiceEdge Monthly Recurring Charge*:	**$39.85**

*Applicable federal, state and local taxes & fees may apply; usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing

Business VoiceEdge Standard Installation Charges

Customer Training:	**Online**	**No Charge**
Total One-time Charges:		**$0.00**
Site Installation Charges:		**$0.00**
Total Business VoiceEdge Standard Installation Charges:		**$0.00**

Customer Information

Location Name:	COYOTE CREEK GOLF COURSE	Business Phone:	7204666113
Company Name:	CITY OF FT. LUPTON	Cell Phone:	
Contact Name:	Travis Aksamitowski	Fax Number:	
Address1:	222 CLUBHOUSE DR	Email:	taksamitowski@fortluptonco.gov
Address2:		Site Type:	Dedicated
City:	Fort Lupton	Emergency 911 Information:	222 Club House DR Fort Lupton, CO 80621
State:	CO		
Zip:	80621		

Billing Information

Date Of Quote:	4/17/2024	Service Term:	36
	The terms set forth in this agreement are valid for 30 days from Date of Quote		
Billing Contact	Travis Aksamitowski	Zip:	80621
Address1:	130 S McKinley	Phone:	7204666113
Address2:		Fax:	
City:	Fort Lupton	Email:	taksamitowski@fortluptonco.gov
State:	CO		

Voice Selection

Voice Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Unified Communication Seats	6	$14.95	$0.00	$89.70	$0.00
Additional Voicemail Box	1	$5.00	$0.00	$5.00	$0.00

Equipment Selection

Equipment Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Voice Gateway	1	$9.95	$0.00	$9.95	$0.00
Poly VVX 250	6	$0.00	$0.00	$0.00	$0.00

Summary Of Charges

Aggregate Monthly Recurring Charges

Monthly Recurring Charges:	**$104.65**
Promotional Discount:	
Promotion Option:	**WEST_BVE_20+Seats_$14.95_$0Phone**
Promotion Description:	

Unified Communication Seats for discounted rate of $14.95 each, increasing to then regular rate at end of original term (month 37 if 3 year term, or month 61 if 5 year term). Entry Level Polycom Phone MRC waived for length of original contract term, increasing to then regular rate at end of term (month 37 if 3 year term, or month 61 if 5 year term). Minimum Business Internet Standard (download speed up to 100 Mbps) or Ethernet required. OTT sites are eligible if main site meets minimum Business Internet Standard or Ethernet requirement. Minimum 20 seats required. Minimum 3 Year term required. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee

Total Business VoiceEdge Monthly Recurring Charge*:	**$104.65**

*Applicable federal, state and local taxes & fees may apply; usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing

Business VoiceEdge Standard Installation Charges

Customer Training:	**Online**	**No Charge**
Total One-time Charges:		**$0.00**
Site Installation Charges:		**$0.00**
Total Business VoiceEdge Standard Installation Charges:		**$0.00**

Customer Information

Location Name:	CITY OF FT. LUPTON - Water Treatment	Business Phone:	7204666113
Company Name:	CITY OF FT. LUPTON	Cell Phone:	
Contact Name:	Travis Aksamitowski	Fax Number:	
Address1:	12285 HWY 52	Email:	taksamitowski@fortluptonco.gov
Address2:		Site Type:	Dedicated
City:	Fort Lupton	Emergency 911 Information:	12285 HWY 52 Fort Lupton, CO 80621
State:	CO		
Zip:	80621		

Billing Information

Date Of Quote:	4/17/2024	Service Term:	36
	The terms set forth in this agreement are valid for 30 days from Date of Quote		
Billing Contact	Travis Aksamitowski	Zip:	80621
Address1:	130 S McKinley	Phone:	7204666113
Address2:		Fax:	
City:	Fort Lupton	Email:	taksamitowski@fortluptonco.gov
State:	CO		

Voice Selection

Voice Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Unified Communication Seats	1	$14.95	$0.00	$14.95	$0.00

Equipment Selection

Equipment Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Voice Gateway	1	$9.95	$0.00	$9.95	$0.00
Poly VVX 250	1	$0.00	$0.00	$0.00	$0.00

Summary Of Charges

Aggregate Monthly Recurring Charges

Monthly Recurring Charges:	**$24.90**
Promotional Discount:	
Promotion Option:	**WEST_BVE_20+Seats_$14.95_$0Phone**
Promotion Description:	

Unified Communication Seats for discounted rate of $14.95 each, increasing to then regular rate at end of original term (month 37 if 3 year term, or month 61 if 5 year term). Entry Level Polycom Phone MRC waived for length of original contract term, increasing to then regular rate at end of term (month 37 if 3 year term, or month 61 if 5 year term). Minimum Business Internet Standard (download speed up to 100 Mbps) or Ethernet required. OTT sites are eligible if main site meets minimum Business Internet Standard or Ethernet requirement. Minimum 20 seats required. Minimum 3 Year term required. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee

Total Business VoiceEdge Monthly Recurring Charge*:	**$24.90**

*Applicable federal, state and local taxes & fees may apply; usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing

Business VoiceEdge Standard Installation Charges

Customer Training:	**Online**	**No Charge**
Total One-time Charges:		**$0.00**
Site Installation Charges:		**$0.00**
Total Business VoiceEdge Standard Installation Charges:		**$0.00**

Customer Information

Location Name:	CITY OF FT. LUPTON - PLANNING	Business Phone:	7204666113
Company Name:	CITY OF FT. LUPTON	Cell Phone:	
Contact Name:	Travis Aksamitowski	Fax Number:	
Address1:	1200 Dexter ST	Email:	taksamitowski@fortluptonco.gov
Address2:	UNIT W13	Site Type:	Dedicated
City:	Fort Lupton	Emergency 911 Information:	1200 DEXTER ST UNIT W13 Fort Lupton, CO 80621
State:	CO		
Zip:	80621		

Billing Information

Date Of Quote:	4/17/2024	Service Term:	36
	The terms set forth in this agreement are valid for 30 days from Date of Quote		
Billing Contact	Travis Aksamitowski	Zip:	80621
Address1:	130 S McKinley	Phone:	7204666113
Address2:		Fax:	
City:	Fort Lupton	Email:	taksamitowski@fortluptonco.gov
State:	CO		

Voice Selection

Voice Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Unified Communication Seats	1	$14.95	$0.00	$14.95	$0.00

Equipment Selection

Equipment Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Voice Gateway	1	$9.95	$0.00	$9.95	$0.00
Poly Trio 8300	1	$17.95	$0.00	$17.95	$0.00

Summary Of Charges

Aggregate Monthly Recurring Charges

Monthly Recurring Charges:	**$42.85**
Promotional Discount:	
Promotion Option:	**WEST_BVE_20+Seats_$14.95_$0Phone**
Promotion Description:	

Unified Communication Seats for discounted rate of $14.95 each, increasing to then regular rate at end of original term (month 37 if 3 year term, or month 61 if 5 year term). Entry Level Polycom Phone MRC waived for length of original contract term, increasing to then regular rate at end of term (month 37 if 3 year term, or month 61 if 5 year term). Minimum Business Internet Standard (download speed up to 100 Mbps) or Ethernet required. OTT sites are eligible if main site meets minimum Business Internet Standard or Ethernet requirement. Minimum 20 seats required. Minimum 3 Year term required. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee

Total Business VoiceEdge Monthly Recurring Charge*:	**$42.85**

*Applicable federal, state and local taxes & fees may apply; usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing

Business VoiceEdge Standard Installation Charges

Customer Training:	**Online**	**No Charge**
Total One-time Charges:		**$0.00**
Site Installation Charges:		**$0.00**
Total Business VoiceEdge Standard Installation Charges:		**$0.00**

City Council Meeting
Date: May 7, 2024
Staff: Monty Schuman,
Recreation Director

AM 2024-077
Public Hearing☐

SUBJECT FOR DISCUSSION

Approve Change Order Amending the Contract with Adolfson & Peterson Construction to Remove the Existing Epoxy Floor and Install 2-inch Tile in the Existing Locker Rooms and Hallway for an Amount Not to Exceed $105,038.94 Allocated from the Capital Projects Recreation Center Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This project will help minimize a couple of major issues the recreation center has experienced over the years. One major issue has been trying to make the hallway and locker rooms safer from slippage. Staff has tried numerous solutions as the building first had vinyl flooring that was replaced with an epoxy flooring and it has helped but is in need for replacement as the surface is wearing down and did not fully eliminate the slippage. The recreation center has had a number of falls over the years which have resulted in numerous claims. Staff has used a number of different types of matting to help with this issue. The mats have helped but are a constant problem for the custodial staff as they are hard to move and clean and create their own issues. The small two-inch tile is what is recommended for this type of application and would allow for a much safer environment.

FINANCIAL CONSIDERATIONS

Currently under the budget by $254,621.00

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

Not to proceed with the request.

STAFF RECOMMENDATIONS

Staff recommend to amend the contract with Adolfson & Peterson Construction to proceed with contracting and procuring subs and material to demo and replace the exiting floors in the hallway and locker rooms with 2-inch tile for an amount not to exceed $105,038.94.

Attachments: a. Project Budget
b. Change Request

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

Adolfson & Peterson Construction

CHANGE REQUEST

AGREEMENT DETAILS:

Agreement #: 8392
Date: 05/01/2023
Project #: 8392
Project Name: Fort Lupton Recreation Center Expansion Project
Project Address: 203 S. Harrison Ave., Fort Lupton, CO 80621

CHANGE DETAILS

CR: 022
Status: Drafted
Change Date: 04/11/2024

OWNER:

City of Fort Lupton
130 S. McKinley Ave.
Fort Lupton, CO 80621

Change Request: 022 Date:

Change Request Description:

Locker Room Flooring Replacement Plus the Hallway Less the Toilet Rooms

Change Request Details:

Item#	Cost Code	Description	Amount
001	09-3000-00-S	8392MAST - Masters Flooring Llc Tile	$105,820.00
002	09-0000-02-S	8392HOLS - Holsinger Drywall Llc Drywall - Framing - Envelope Sub	$1,692.00
003	09-9100-00-S	8392MOLE - Molecular Coatings Inc Painting	$2,433.00
004	02-4100-04-L	02-4100-04-L - Demolition and Temporary Openings Demolition and Temporary Openings	$9,000.00
005	01-7419-00-M	01-7419-00-M - Dumpsters Dumpsters	$750.00
006	06-1000-00-M	06-1000-00-M - Rough Carpentry Rough Carpentry	$1,500.00
007	06-1000-00-L	06-1000-00-L - Rough Carpentry Rough Carpentry	$3,500.00
008	09-0000-01-M	09-0000-01-M - Interior Systems QAQC Less Toilet rooms	-$13,972.97
009	09-0000-01-M	09-0000-01-M - Interior Systems QAQC Original Flooring in Office & Vending	-$8,358.00
010	09-0000-01-M	09-0000-01-M - Interior Systems QAQC Original Hallway Patch	-$3,500.00
011	09-3000-00-S	8392MAST - Masters Flooring Llc Tile	$0.00
M-001	00-6216-06-M	00-6216-06-M - Subcontractor Default Insurance Subcontractor Default Insurance	$1,209.10
M-002	00-6113-00-M	00-6113-00-M - Performance Bonds Performance Bonds	$700.51
M-003	00-6216-00-M	00-6216-00-M - Insurance - Builders Risk Insurance - Builders Risk	$241.86
M-004	00-6216-03-M	00-6216-03-M - General Liability Ins General Liability Ins	$1,212.19
M-005	99-9999-99-F	99-9999-99-F - Fee Fee	$2,811.26

Proposed Amount $105,038.94

ARCHITECT

Perkins & Will

Signature: ____________________

By: ____________________

Its: ____________________

CONTRACTOR

AP Mountain States, LLC

dba Adolfson & Peterson Construction

Signature: ____________________

By: ____________________

Its: ____________________

MASTERS PETERSENS FLOORING & DESIGN

Masters Petersens Flooring & Design
We transform vision into reality!
565 Logistics Dr
Windsor, CO 80550

Proposal

BILL TO

Adolfson & Peterson Construction

SHIP TO

Fort Lupton Rec Center Expansion
203 South Harrison Ave
Fort Lupton Colorado 80621 United State Of America

SKU#/ITEM NO.	QTY UNIT	PRICE	AMOUNT
Changing Rooms & Hall 129			
Floor Expoy Grinding	438.77 SF	$7.14	$3,132.82
Tile 1	474.00 SF	$8.57	$4,062.18
Floor Prep Medium	438.77 SF	$0.67	$293.98
Grout	460.70 SF	$0.52	$239.56
Thinset	438.77 SF	$0.39	$171.12
Crack Isolation	438.77 SF	$1.56	$684.48
Labor Floor Tile	438.77 SF	$6.49	$2,847.62
Labor Crack Isolation	438.77 SF	$1.30	$570.40
			$12,002.16
Hall 130			
Floor Expoy Grinding	226.24 SF	$7.14	$1,615.35
Tile 1	236.00 SF	$8.57	$2,022.52
Floor Prep Medium	226.24 SF	$0.67	$151.58
Grout	237.55 SF	$0.52	$123.53
Thinset	226.24 SF	$0.39	$88.23
Crack Isolation	226.24 SF	$1.56	$352.93
Labor Floor Tile	226.24 SF	$6.49	$1,468.30
Labor Crack Isolation	226.24 SF	$1.30	$294.11
			$6,116.55
Locker Rooms			
Floor Expoy Grinding	1,700.43 SF	$7.14	$12,141.07
Tile 1	1,773.00 SF	$8.57	$15,194.61
Tile Base	467.94 LF	$1.43	$669.15
Tile Cutting Charge	467.94 LF	$2.86	$1,338.31
Wall Epoxy Grinding	467.94 LF	$5.71	$2,671.94
Shluter Dilex	59 Piece	$48.00	$2,832.00
Tile Base Grout and Thinset 8"	467.94 LF	$0.93	$435.18
Floor Prep Medium	1,700.43 SF	$0.67	$1,139.29
Grout	1,785.46 SF	$0.52	$928.44
Schluter Schiene	59 Piece	$26.64	$1,571.76
Thinset	1,700.43 SF	$0.39	$663.17

Crack Isolation	1,700.43 SF	$1.56	$2,652.67
Labor Floor Tile	1,700.43 SF	$6.49	$11,035.79
Labor Crack Isolation	1,700.43 SF	$1.30	$2,210.56
Labor Tile Base and Bullnose	467.94 LF	$5.19	$2,428.61
			$57,912.55
Pool offices & Vending			
Floor Expoy Grinding	308.00 SF	$7.14	$2,199.12
Tile 1	325.00 SF	$8.57	$2,785.25
Floor Prep Medium	308.00 SF	$0.67	$206.36
Grout	323.40 SF	$0.52	$168.17
Thinset	308.00 SF	$0.39	$120.12
Crack Isolation	308.00 SF	$1.56	$480.48
Labor Floor Tile	308.00 SF	$6.49	$1,998.92
Labor Crack Isolation	308.00 SF	$1.30	$400.40
			$8,358.82
Toilets			
Floor Expoy Grinding	380.28 SF	$7.14	$2,715.20
Tile 1	409.00 SF	$8.57	$3,505.13
Tile Base	139.13 LF	$1.43	$198.96
Tile Cutting Charge	139.13 LF	$2.86	$397.91
Wall Epoxy Grinding	139.13 LF	$5.71	$794.43
Shluter Dilex	18 Piece	$48.00	$864.00
Tile Base Grout and Thinset 8"	139.13 LF	$0.93	$129.39
Floor Prep Medium	380.28 SF	$0.67	$254.79
Grout	399.29 SF	$0.52	$207.63
Schluter Schiene	18 Piece	$26.64	$479.52
Thinset	380.28 SF	$0.39	$148.31
Crack Isolation	380.28 SF	$1.56	$593.24
Labor Floor Tile	380.28 SF	$6.49	$2,468.02
Labor Crack Isolation	380.28 SF	$1.30	$494.36
Labor Tile Base and Bullnose	139.13 LF	$5.19	$722.08
			$13,972.97

Material	$34,749.65
Labor	$63,613.40
Total	$105,820.52

Project:	8392 - Fort Lupton Recreation Center Expansion Project
Subcontractor:	City of Fort Lupton

Adolfson & Peterson Construction is committed to absolute integrity. If you observe an unethical or unsafe activity, please contact our anonymous INTEGRITY HOTLINE! at 866-858-9095.

HOLSINGER
Drywall LLC.

Request For Pricing

P: 970.498.9080 F: 970.498.9083 A: 2572 Midpoint Drive, Fort Collins, CO 80525			
PROJECT:	*FT LUPTON REC*	DATE:	*March 28, 2024*
CONTRACTOR:	*AP*	ATTN:	*ADAM*
RE:	*EXISTING LOCKER ROOMS REPAIR*		

Request Items:	Total
Hang, tape and finish gyp bd in existing mens and womens locker rooms from floor to approximately 20" up. Demo by others. Includes minor repairs to framing if needed.	$1,692.00
Prepared By: Jason	
COR PRICE:	$ 1,692.00

Job Name: FT LUPTON REC Subcontractor: Holsinger Drywall, LLC.

CHANGE ORDER PROPOSAL

Change Order Bulletin No: LOCKERS Date: 03/28/24

WORK PERFORMED BY SUBCONTRACTOR:

Trade - Labor	Hours	x	Rate	=	Extended Costs
Framer	2.00		$75.00		$150.00
Hanging	4.00		$75.00		$300.00
Finishing	10.00		$75.00		$750.00
Supervisor			$150.00		$0.00
Labor			$50.00		$0.00
Overtime			$112.50		$0.00
			Direct Labor Costs Subtotal:		$1,200.00

Direct Materials Costs: Provide quotes or invoices.

Materials	Units	x	Unit Cost	=	Extended Costs
5/8" MR TYPE X GYP BD	432		0.74		$319.68
FINISHING MATERIALS	3		15.00		$45.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
			Direct Materials Costs Subtotal:		$364.68

Equipment Description	Rate	x	quantity	=	Extended Costs
					$0.00
					$0.00
					$0.00
			Equipment Cost Subtotal:		$0.00

1) Direct Labor Costs: Subtotal of direct labor costs from above.
2) Labor Overhead (Direct Labor Burdens, etc.): Fill in as a percentage of Line 1.
3) Total Subcontractor's Labor Costs: Total of lines 1 and 2.
4) Direct Material Costs: Subtotal of direct materials costs from above. Provide quotes or invoices.
5) Materials Overhead: Fill In as a percentage of line 4. Overhead costs include delivery, taxes, insurance costs, etc.
6) Total Subcontractor's Materials Costs: Total of lines 4 and 5.
7) Total Subcontractor's Equipment Costs: Subtotal equipment costs from above, including indirect overhead costs in hourly rate - except
8) Total Subcontractor's Labor, Materials and Equipment (L, M & E) Costs: Total of lines 3, 6 and 7.
9) Subcontractor's Overhead (Indirect Costs): 10% of line 8.
10) Subcontractor's Profit: 5% of line 8.
11) Total Subcontractor's Costs: Total of lines 8, 9 and 10.

WORK PERFORMED BY SUBCONTRACTOR:

1)	Direct Labor Costs		$1,200.00	
2)	Labor Overhead (Direct Labor Burdens)	2%	$24.00	
3)	Total Subcontractor's Labor Cost			$1,224.00
4)	Direct Material Costs		$364.68	
5)	Materials Overhead (Delivery Costs & Taxes)	2%	$7.29	
6)	Total Subcontractor's Material Cost			$371.97
7)	Total Subcontractor's Equipment Cost			$0.00
8)	Total Subcontractor's L, M & E Costs			$1,595.97
9)	Subcontractor's Overhead (Indirect Costs)	2%	$31.92	
10)	Subcontractor's Profit	4%	$63.84	
11)	TOTAL SUBCONTRACTOR'S COSTS			$1,691.73

Change Order

Molecular Coatings Inc.

Date	Change Order #
3/28/2024	13122

Name / Address
Adolfson & Peterson Construction 797 Ventura St Aurora, CO 80011

Project
* Ft Lupton Rec Center

Field CO#

Description	Qty
Prime and paint New drywall under lockers in Mens/Womens existing locker room with HPC. 24hrs	1
Materials (2) 2gallon kits of Macrpoxy 646, 3 Gallon of PVA primer	1

If within one year of final billing, defects occur to improper workmanship Molecular Coatings shall correct the defective portions of the applications. All applicable standards adopted by the PDCA shall be incorporated into these documents. Any alteration or deviation to the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Estimate good for sixty days. Please sign for your approval.

Total $2,433.00

Signature

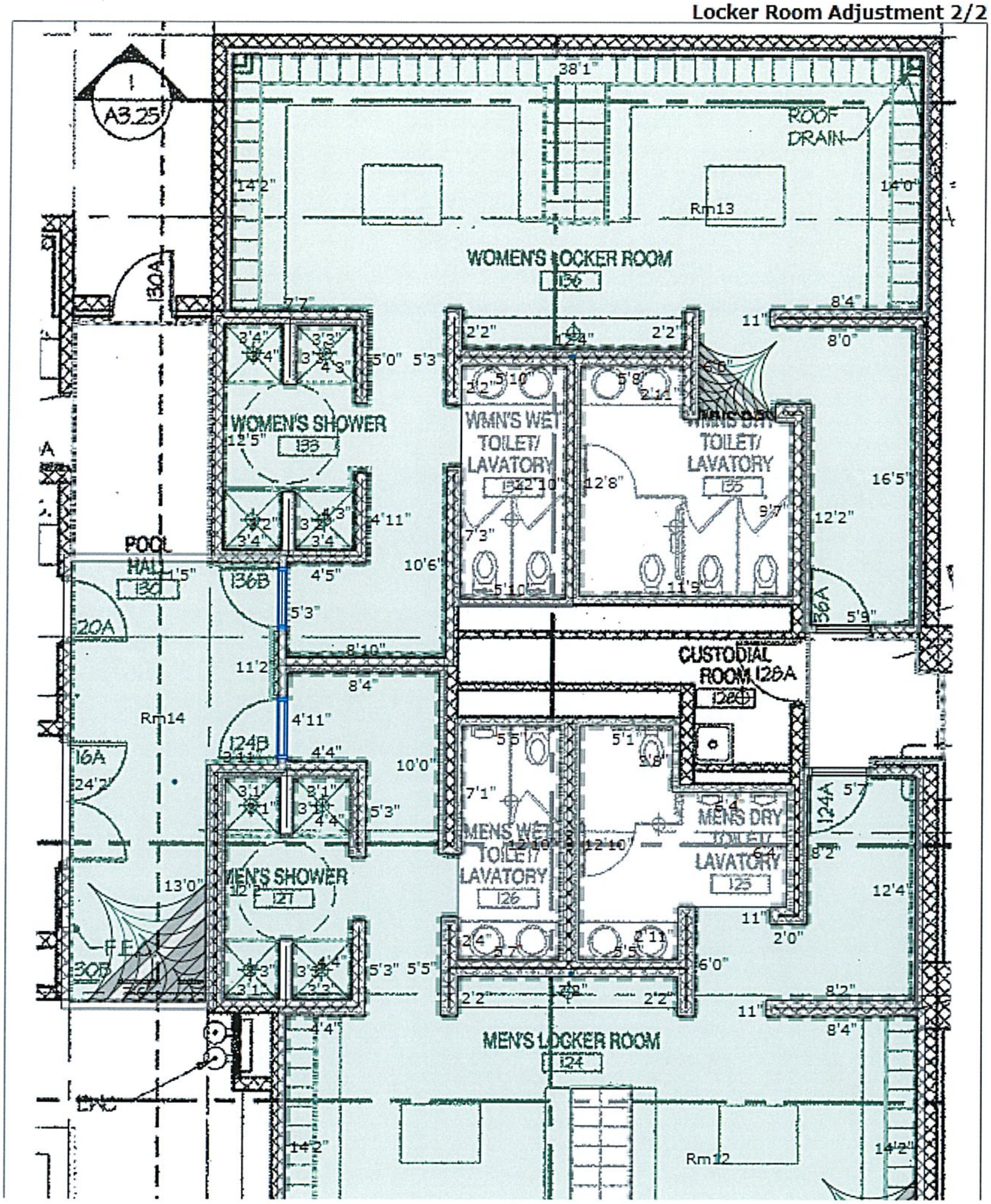
943 E. 11th St, Loveland, CO 80537 phone 970-278-5470 fax 970-674-1525

www.molecularcoatings.com

Monty Schuman

From: Adam Sass <asass@a-p.com>
Sent: Friday, April 5, 2024 11:53 AM
To: Monty Schuman
Subject: Tile replacement

Locker Room Adjustment 2/2



Budget for Rec Center Project

			Proposed Budget		Balance	
Income						
Bonds			$	10,415,176.00		
Interests			$	250,000.00		
CPR Transfer			$	2,000,000.00		
total with transfer			$	12,665,176.00		$ 12,665,176.00
Perkins and Will	Dec. 2022		$	878,220.00		$ 11,786,956.00
Perkins and Will		$ 30,000.00	$	30,000.00		$ 11,756,956.00
Perkins and Will		$ 8,380.00	$	8,380.00		$ 11,748,576.00
Perkins and Will			$	14,209.45		$ 11,734,366.55
King Surveyors	1/27/2023		$	4,464.00		$ 11,729,902.55
Primo Locating	1/27/2023		$	1,010.00		$ 11,728,892.55
A & P FGMP		$ 10,908,523.00	$	10,908,523.00		$ 820,369.55
						$ 820,369.55
A & P Canopy addition change order			$	118,296.36		$ 702,073.19
						$ 702,073.19
Commissioner		$ 20,000.00	$	19,370.00		$ 682,703.19
Testing		$ 36,591.00	$	36,591.00		$ 646,112.19
envelope testing		$ 5,700.00	$	5,700.00		$ 640,412.19
						$ 640,412.19
FFE			$	400,000.00		$ 240,412.19
						$ 240,412.19
					Balance Reserve	$ 240,412.19
Pending approval						
A & P Change order for tiling locker rooms and hallway				$105,038.94		$ 135,373.25

City Council Meeting
Date: May 7, 2024
Staff: Doug Cook,
Recreation Manager

AM 2024-078
Public Hearing☐

SUBJECT FOR DISCUSSION

Accepting a Proposal from Spectrum Aquatics for the Purchase and Installation of Thermal-King Series Cover and Blackfoot III Single Reel for the New Therapy Pool for an Amount Not to Exceed $41,320.00 to be Paid from the Recreation Center Expansion Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Recreation Department would like to purchase the Thermal-King Series cover and Blackfoot III Single Reel (attachment A) from Spectrum Aquatics. Per architectural drawings, the wall brackets and electrical boxes are already installed. The new therapy pool temperature will run about 92-93 degrees, using indoor pool covers are very beneficial for energy savings, water savings, and can help chlorine strength and pH control.

FINANCIAL CONSIDERATIONS

Since expansion design included this specific cover, the cost is included in the Recreation Centers Fund's capital budget.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

The Thermal-King Series cover and Blackfoot III Single Reel can be installed at a later date. The wall brackets and electrical boxes are already installed.

STAFF RECOMMENDATIONS

Staff recommends to approve the purchase and installation of the Thermal-King Series cover and Blackfoot III Single Reel (attachment A) from Spectrum Aquatics for the amount not to exceed $41,320.00 from the Recreation Center Expansion Fund.

Attachments:
a. Quote
b. Engineering Data Sheet

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

____
City Clerk

____
Date

ESTIMATE

Spectrum Aquatics
7100 Spectrum Lane
Missoula, MT 59808
info@spectrumproducts.com
Tel 800.791.8056
Fax 406.542.1158

ORDER NUMBER: **0263593**
ORDER DATE: 4/24/2024
EXPIRATION DATE: 5/24/2024
SALESPERSON: 0044
DIRECT LINE:
CUSTOMER NO: 10-0138248

SOLD TO:

Fort Lupton Recreation Center
203 South Harrison
Fort Lupton, CO 80621

SHIP TO:

Fort Lupton Recreation Center
203 South Harrison
Attn: Doug Cook
720.466.6164
Fort Lupton, CO 80621

CONFIRM TO: Doug Cook   PH: 303.857.4200   FAX: 303.857.6421   Cover, Blackfoot III

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS	SD
	BEST WAY	Shipping Point	Net 30	04/24/2024

ITEM NUMBER\ALIAS	Quote #	Warranty Code	UM	ORDERED	PRICE	AMT
183500-3 POOL COVER [2340 SQFT] 3 PANELS 20' X 39' INCLUDES 5 RAIL CUT OUTS 12X12 HEMMED 3 YR WARRANTY			EACH	1.000	6,105.00	6,105.00
47126 CUSTOM POOL CVR REEL-BLACKFOOT III RADIO CONTOL WINDER Specify: Blanket Width = 20 FT Voltage = 115v Motor Mounted on = LEFT SIDE Standard Lead Strap Length is 15' CUSTOM 50200-00	Drawing #: 02310132		EA	1.000	18,717.00	18,717.00
203901 INSTALLATION NON-TAXABLE			EA	1.000	16,498.00	16,498.00

ESTIMATE

Spectrum Aquatics
7100 Spectrum Lane
Missoula, MT 59808
info@spectrumproducts.com
Tel 800.791.8056
Fax 406.542.1158

ORDER NUMBER: **0263593**
ORDER DATE: 4/24/2024
EXPIRATION DATE: 5/24/2024
SALESPERSON: 0044
DIRECT LINE:
CUSTOMER NO: 10-0138248

SOLD TO:

Fort Lupton Recreation Center
203 South Harrison
Fort Lupton, CO 80621

SHIP TO:

Fort Lupton Recreation Center
203 South Harrison
Attn: Doug Cook
720.466.6164
Fort Lupton, CO 80621

CONFIRM TO: Doug Cook   PH: 303.857.4200   FAX: 303.857.6421   Mendotas, Cover, Blackfoot III

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS	SD
	BEST WAY	Shipping Point	Net 30	04/24/2024

ITEM NUMBER\ALIAS	Quote #	Warranty Code	UM	ORDERED	PRICE	AMT

Accepted by ______________________[signature] on __________[date].
Prices are good for 30 days from date of quote. Freight will be quoted at time of shipment.
Spectrum Aquatics represents that the estimate, specifications and drawings conform, in good faith, to the applicable health, safety and building codes provided to Spectrum Aquatics. You are responsible for ensuring that the product meets all applicable codes. Every effort has been made to ensure the accuracy of this quotation, however, it is the sole responsibility of the customer to verify the equipment and quantities listed meet project requirements.

Net Order:	41,320.00
Shipping and Handling:	**Quoted when shipped**
Sales Tax:	0.00
Order Total:	**$41,320.00**

Quoted in US Dollars

If this shipment is delivered to Colorado, the invoice could be subject to Colorado Retail Delivery Fee.

WE WILL NOT ACCEPT ANY CANCELLATIONS AFTER A PERIOD OF 24 HOURS FROM ORDER DATE.
DUE TO MARKET CONDITIONS QUOTES ARE VALID FOR 30 DAYS

** Custom items are subject to change upon final development before production.
** All orders are subject to Spectrum Aquatics terms and conditions.

"Be aware! Cyber crime is on the rise. Fraudsters are using phising and spoofing email schemes as a ploy to redirect electronic payments into the fraudster's accounts rather than the intended payee. Spectrum Aquatics will never send an email to change Wire or ACH instructions. If you receive any correspondence that appears to be from our company and announces a change in bank details, please contact us before you pay."

Thermal-King Series, Blackfoot III Single Reel, Model 2310132 - accomodates up to 20' wide blanket

The remote control, semi-automatic, blanket storage reel system shall be of the permanent wall-mount design. The system shall consist of motor dive unit,control box, and remote control, wall-mount brackets, and a single winder tube. The reel shall have a maximum storage capacity of 164 linear feet or 3,280 square feet of energy saving blankets.

Wall-Mount Brackets

Two triangular shaped wall-mount brackets shall be provided. The brackets shall be fabricated of 2" x 4" x 0.120" rectangular tubing, 2" x 2" x 0.120" square tubing, 3/16" plate, and 1/4" plate. L shaped mounting plates shall be welded to the brackets. The wall-mount brackets shall be fabricated of type 304L series stainless steel.

Storage Tube

The blanket storage reel tube shall be fabricated of 5" x 0.083" wall, type 304L series stainless steel. The tube shall accomodate up to 20' wide blanket and shall be connected to each wall-mount bracket by way of a 1" stainless steel shaft riding in a high-density plastic bearing block that shall be self-lubricating, self-aligning, and totally non-corrosive bearing block that insures free turning with minimum friction.

Motor Drive

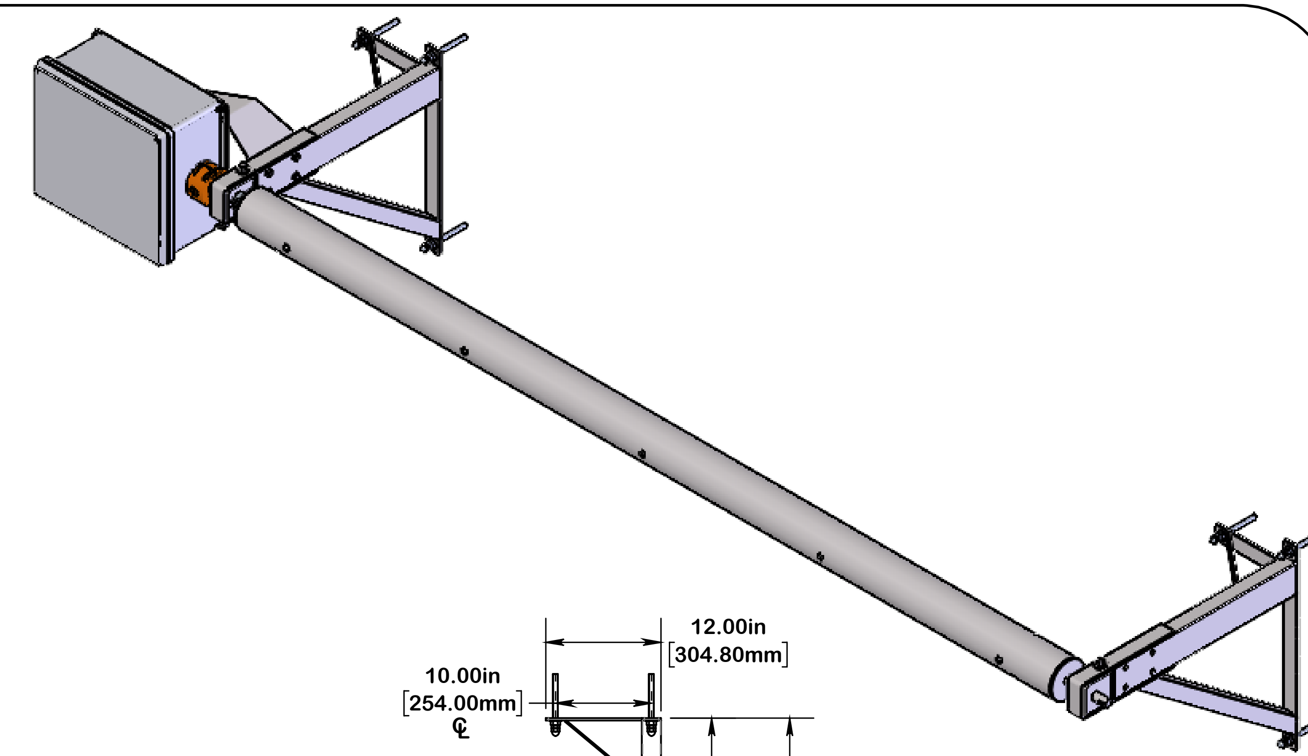
The reel shall be fitted with 115V gear motor producing 92-ft/lbs. of torque at 22 RPM and a control system to allow remote operation. Complete power system shall be contained in a NEMA 12 enclosure. A direct drive gear-reducing unit shall be installed between the motor and the storage tube. The motor drive unit shall be controlled via a hand held control transmitter and a wall mounted control box. The transmitter shall require constant button pressure to facilitate motor operation - forward/reverse.

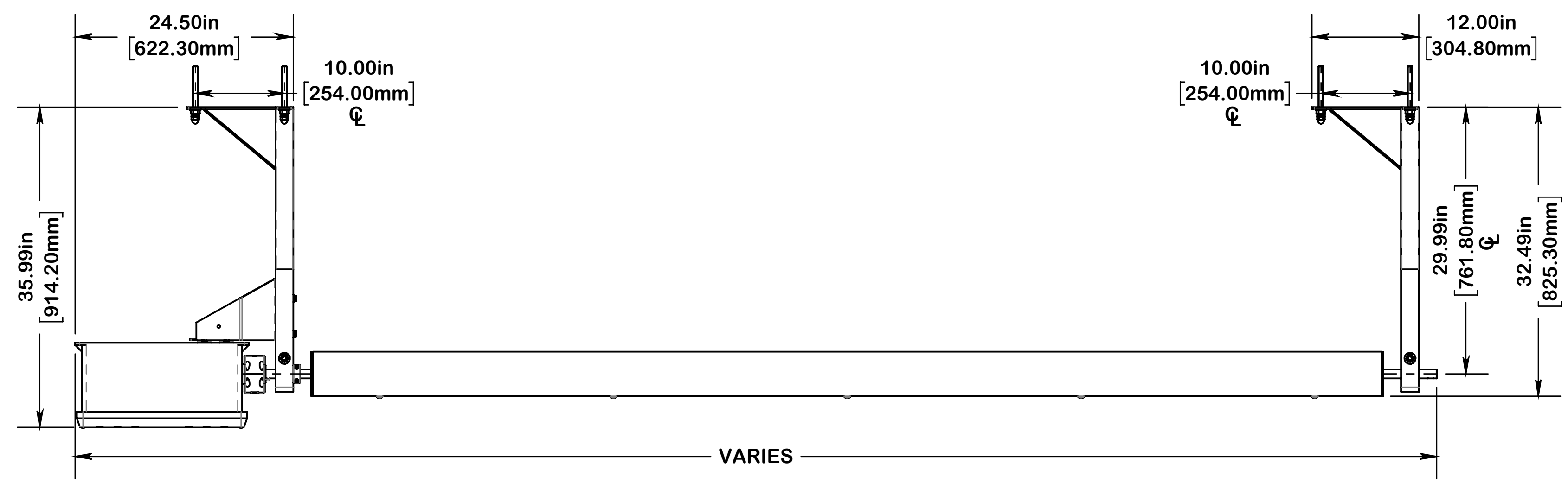
Welds and Hardware

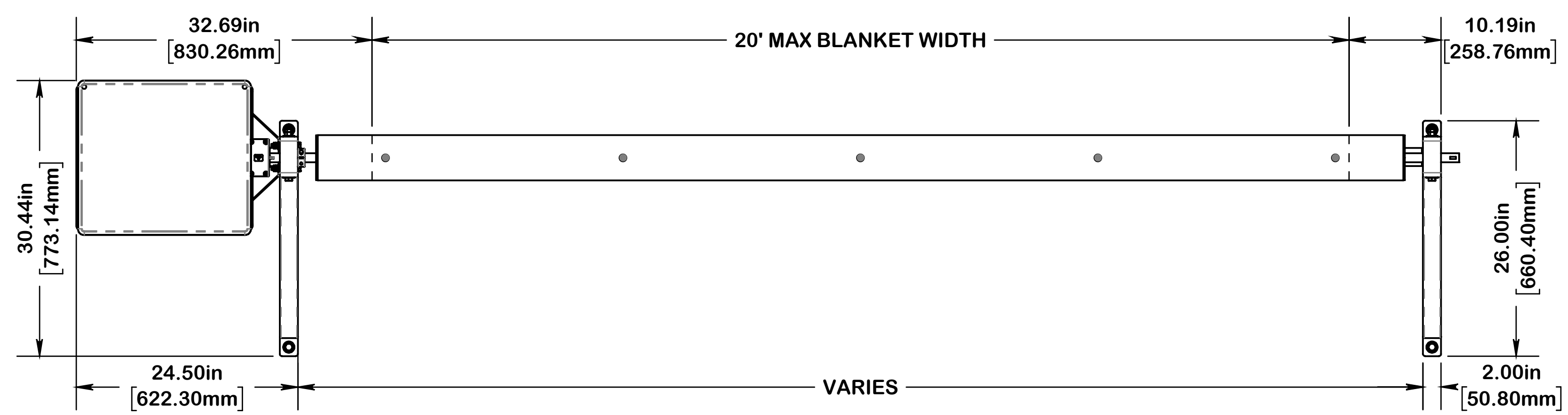
All welds associated with the fabrication process are to be of the fusion T.I.G. type. All hardware shall be 18-8 stainless steel.

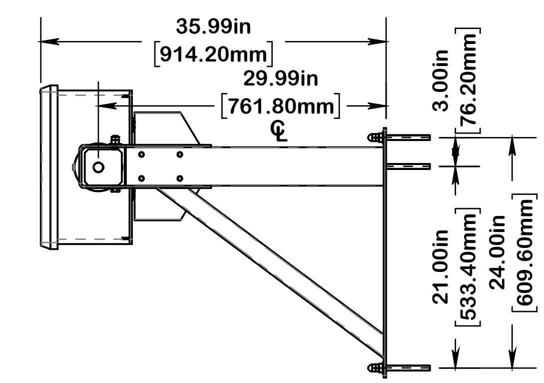
Warranty

Spectrum Standard.









SPECTRUM AQUATICS®

A PLAYCORE Company

7100 Spectrum Lane Missoula, Montana 59808
800.791.8056 www.spectrumaquatics.com

ENGINEERING DATA

PRODUCT:	REEL SYSTEM - BLACKFOOT 3 -				
MODEL #:	2310132	CATALOG #:	2310132	REVISION:	A
MATERIAL:	304L STAINLESS STEEL				
FINISH #:	PASSIVATE IAW ASTM A967				

NOTE:

1 DIMENSIONS VARY WITH SPECIFIC APPLICATIONS. SPECIFICATIONS ARE NOMINAL AND ARE SUBJECT TO CHANGE. PLEASE CONTACT SPECTRUM AQUATICS FOR CUSTOM APPLICATIONS

Fort Lupton COLORADO

City Council Meeting
Date: May 7, 2024
Staff: Roy Vestal,
Public Works Director

AM 2024-079
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving the Removal of the 4th Street and Denver Avenue Bump Out Islands.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Council approved the 2018 Comprehensive Plan that included recommendations to improve the City's sidewalk and pedestrian access network and adoption of Complete Streets concepts to improve safety.

The 2000 Transportation Plan included Pedestrian and Bicycle Facilities as well as Recreation Trails.

The Vision 2020 Documents approved by council June 12, 1996 with Resolution 96-016 (AM 96-054) includes *"Promote alternative transportation modes (other than motorized vehicles) and provide links to community activities by way of bicycle routes and walking paths."*

FLURA coordinated and paid for the design and construction of the Denver Avenue Streetscape project starting in 2019. Public input was received on four options for the 4th Street intersection. The design engineer provided a layout for 4th Street and Denver Avenue that included a bike lane that was approved by FLURA at the February 20, 2020 meeting. The design included considerations of the approved Trails and Parks plan.

The final constructed intersection was modified while the rest of the planned bike route is designed and implemented.

FINANCIAL CONSIDERATIONS0

FLURA has paid for $55,725.00 for engineering design services and $664,554.86 for construction. The bump out islands included in the construction cost $2,655.00. Cost to remove and patch the asphalt (under the current contracted asphalt repair) will be approximately $2,000.00

Reimbursement of FLURA for $2,655 and the approximate cost of removing the bump outs of $2,000 are not budgeted but can come out of the General Funds Misc. Expenditures (100-1800-553500) that has $48,882 remaining of the $50,000 budgeted.

LEGAL/POLITICAL CONSIDERATIONS

None.

ALTERNATIVES/OPTIONS

- Vote yes to approved removal of the bump out islands
- Vote No
- Table to gather more information
- Complete the entire block to include the bike lane as designed

STAFF RECOMMENDATIONS

City staff recommends completing the 4th Street bike lane connection.

Attachments:

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

SUBJECT FOR DISCUSSION

Approving a Resolution for a Non-Exclusive Master License Agreement for Fiber Networks with HyperFiber, LLC.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

HyperFiber, LLC has requested the approval of an agreement with the City of Fort Lupton to install a fiber-based telecommunications network or networks in the public right-of-way to serve the company's customers. The City will retain ownership of the right-of-way and all equipment installations will adhere to Federal Communications Commission (FCC) regulations and other applicable laws. The company will own, maintain, operate, and control the network(s). Network services will be available to residential and non-residential customers.

FINANCIAL CONSIDERATIONS

This agreement does not create a financial obligation or benefit for the City.

LEGAL/POLITICAL CONSIDERATIONS

Legal has reviewed the Agreement.

ALTERNATIVES/OPTIONS

The City Council has three options:

A) Approve the Non-Exclusive Master License Agreement for Fiber Networks.
B) Reject the license agreement.
C) Delay action on the license agreement to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approving the agreement.

Attachments:
a. Proposed Resolution
b. Non-Exclusive Master License Agreement for Fiber Networks

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

____
City Clerk

____
Date

RESOLUTION NO. 2024Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING A NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS BETWEEN THE CITY OF FORT LUPTON AND HYPERFIBER, LLC

WHEREAS, HyperFiber LLC ("HyperFiber") is a fiber-based telecommunications network which desires to install network and equipment in selected right of ways to serve its customers within the City of Fort Lupton (the "City"); and

WHEREAS, the City agrees to permit HyperFiber to install its network and equipment within the City subject to a Master License Agreement which sets forth the terms and conditions of HyperFiber's location, construction, operation, relocation and removal of its network and equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fort Lupton, Colorado hereby approves the agreement between the City of Fort Lupton and HyperFiber LLC.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 7TH DAY OF MAY 2024.

City of Fort Lupton, Colorado

____
Zo Hubbard, Mayor

Attest:

____
Maricela Peña, City Clerk

Approved as to form:

____
Andy Ausmus, City Attorney

NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS

THIS MASTER RIGHT-OF-WAY USE AGREEMENT ("Use Agreement") is dated as of the XXth day of Month 2024 (the 'Effective Date"), and entered into by and between the **CITY OF FORT LUPTON**, a Colorado municipal corporation with an address of 130 S. McKinley Ave, Fort Lupton, CO 80621 (the "City"), and **HYPERFIBER, LLC** (the "Company").

RECITALS

A. The City is the owner of a property interest ("Property") for public right-of-way ("R.O.W."), and desires to protect and preserve the R.O.W. The City further maintains police power authority to regulate access to and use of the R.O.W. in a manner that protects the public health, safety, and welfare, consistent with Applicable Law.

B. Company owns, maintains, operates, and controls, in accordance with regulations promulgated by the Federal Communications Commission ("F.C.C."), a fiber-based telecommunications Network or Networks serving the Company's customers.

C. For the purpose of operating the network, the Company desires the City's permission to locate, place, attach, install, operate, control, maintain, and repair Equipment in the Public Right-of-Way (as defined in § I. Definitions below) in the locations detailed in Supplemental Sites Licenses as shown on **Exhibit B**.

D. The City desires to grant to Company a non-exclusive license ("License") for the above-stated purpose, upon the terms and conditions contained below, and in accordance with Applicable Law.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

I. DEFINITIONS

The following definitions shall apply generally to the provisions of this Use Agreement.

"Applicable Law" means all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdiction over the parties to this Agreement.

"Claims" means (1) losses, liabilities, and expenses of any sort, including attorneys' fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other costs or expenses.

"Equipment" means electronics equipment, transmission equipment, shelters, coaxial cables, mounts, generators, containment structures, hangers, pull boxes, conduit, pedestals, brackets, fiber optic cable, and other accessories and component equipment.

"Hazardous Substance" means any substance, chemical or waste that is identified as hazardous or toxic in any applicable federal, state, or local law or regulation, including but not limited to petroleum products and asbestos.

"Installation Date" shall mean the date that the first Equipment is installed by the Company pursuant to this Use Agreement.

"Network" or collectively "Networks" means one or more of the neutral-host, communication or telecommunication systems operated by the Company to serve its customers in the City.

Public Right-of-Way" or "Right of Way" means the space in, upon, above, along, across, and below the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks, and bicycle lanes, including all public rights-of-way, utility easements, and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term shall not include City parkland, open space, trails, state or federal rights of way, or any property owned by any person or entity other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such person or entity.

"Services" means the telecommunications services provided through the network by the Company to its residential and non-residential customers. Services also includes the lease of a Network, or any portion thereof, to another person or entity, or the provision of capacity or bandwidth on the System to another person or entity, provided that Company at all times retains exclusive control over the System and remains responsible for locating, servicing, repairing, relocating or removing its System pursuant to the terms of this Agreement. From time to time, the Company may enter into sales contracts with its customers to sell them additional services unrelated to its use of Equipment in the Public Right-of-Way, for example: engineering design, network consulting, or for the sale of hardware. Revenues from these additional engineering services and hardware are not considered to be "Services" for purposes of this Agreement.

"City" means the City of Fort Lupton, a Colorado statutory municipality.

II. TERM

A. This Use Agreement shall be effective as of the Effective Date and shall extend for a term of fifteen (15) years commencing on the Installation Date unless it is earlier terminated by either party in accordance with the provisions herein. Provided, however, that if the Company's Network is not operational and providing Services to customers within the City within two (2) years of the effective date of this Use Agreement, this Use Agreement may be terminated by the City, in its sole discretion, upon thirty (30) days written notice. Upon expiration of the initial term, the Agreement may be extended for an additional agreed-upon period of time upon the mutual execution by the Parties of a new agreement.

III. SCOPE OF AGREEMENT

A. All rights expressly granted to the Company under this Agreement, which shall be exercised at the Company's sole cost and expense, shall be subject to the City's lawful exercise of its police powers and the prior and continuing right of the City under applicable Laws to use any and all parts of the Public Right-of-Way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the Public Right-of-Way. Nothing in this Agreement shall be deemed to grant convey, create, or vest in the Company a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to the reasonable prior review and approval of the City and shall conform with applicable laws and regulations. Nothing in this Agreement shall be deemed to grant a franchise, nor permit the City to collect a franchise fee. This Agreement does not grant a Franchise or other right to utilize the Public Right-of-Way to construct a cable system, provide cable or other video programming services, construct a wireless communications facility, or provide wireless communications services.

B. Applicability of City Site Planning Process. Nothing in this Agreement shall waive or modify the Company's obligation to comply with the City's regular site plan process, in the placement of the Company's Equipment.

C. No Interference. The Company in the performance and exercise of its rights and obligations under this Agreement shall not interfere in any manner with the current or future existence and operation of any and all public and private rights of way (except in the case where the Company's rights are prior or superior to such private right of way), sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, cable television, and other communications, utility, or municipal property, without the Express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement.

D. Compliance with Laws. The Company shall comply with all Applicable Laws in the exercise and performance of its rights and obligations under this Agreement.

E. Utility Notification Center. Prior to undertaking any work pursuant to this Agreement, the Company shall take all actions necessary to become a tier 1 member of the Utility Notification Center of Colorado, and comply with and adhere to local procedures, customs, and practices relating to the one call locator service program established in C.R.S. Section 9-1.5-101, et seq., as such may be amended from time to time.

IV. CONSTRUCTION

A. The Company intends to install its Network and Equipment at the locations set forth on the plan and profile approved by the City and submitted as a request for supplemental site license. The Company shall be required to obtain a supplemental site license for each Equipment location by submitting all information required by **Exhibit A** prior to beginning construction. The City will authorize the Company to commence construction with the grant of a supplemental site license and the provision of all necessary permits. Approved supplemental site licenses will be attached to this document as part of **Exhibit B**. The Company shall comply with all applicable federal State, and City technical specifications and requirements and all applicable State and local codes related to the construction, installation, operation, maintenance, and control of the Company's Equipment installed in the Public Rights-of-Way.

B. Obtaining Required Permits. If the attachment, installation, operation, maintenance, or location of the Equipment in the Public Right-of-Way shall require any permits, the Company shall, if required under Applicable Law, apply for the appropriate permits and pay any standard and customary permit fees. The City shall respond to the Company's requests for permits in the ordinary course of its business and shall otherwise cooperate with the Company in facilitating the deployment of the network in the Public Right-of-Way in a reasonable and timely manner. As a condition of obtaining any permit that involves digging or other excavation in the Public Right-of-Way, the Company shall physically identify the horizontal and vertical locations of any other existing underground utility or other facilities in the Public Right-of-Way in the proximity of the proposed work area and illustrate such locations on plan and profile drawings also illustrating the proposed Equipment in accordance with **Exhibit A**. Such drawings shall be provided to the City with each request for a supplemental site license. For each supplemental site license, Licensee shall submit construction drawings prepared by an engineer licensed in the state of Colorado for review no less than thirty (30) days prior to beginning construction. Construction shall not begin until written confirmation of the grant of a supplemental site license by the City and the acquisition of all necessary permits.

C. Blasting. Licensee shall not do or permit to be done any blasting above, underneath, or near the Property without first having received written permission from

Licensor. Any blasting shall be done in the presence of a representative of Licensor and in accordance with directions such representative may give for the protection or safety of facilities in the area.

D. Location of Licensed Facilities. All Licensed Facilities shall be placed a minimum of: (i) ten(10) feet, measured horizontally, from existing and known planned storm sewer, sanitary sewer, and potable and non-potable water lines; and eighteen (18) inches, measured vertically, above or below, existing and known planned storm sewer, sanitary sewer, and potable and non-potable water lines and wherever possible at perpendicular crossings.

V. RELOCATION AND REMOVAL OF EQUIPMENT

A. Relocation and Displacement of Equipment. The Company understands and acknowledges that City may require the Company to relocate one or more of its Equipment installations. The Company shall at City's direction relocate such Equipment at the Company's sole cost and expense not later than one hundred and twenty (120) days after receiving written notice that the City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a public facility or Public Right-of-Way; (b) because the Equipment is interfering with or adversely affecting proper operation of street lights, traffic signals, governmental communications networks or other City property; or (c) to protect or preserve the public health or safety. In any such case, City shall use its best efforts (but shall not be required to incur financial costs) to afford the Company a reasonably equivalent alternate location. If the Company shall fail to relocate any Equipment as requested by the City within one hundred and twenty (120) days after the above-referenced notice in accordance with this subsection, City shall be entitled to relocate the Equipment at the Company's sole cost and expense, without further notice to the Company. To the extent the City has actual knowledge thereof, the City will attempt promptly to inform the Company of the displacement or removal of any pole on which any Equipment is located.

B. Abandonment. If Company abandons the use of Equipment for a period of six (6) or more consecutive months, the Equipment shall be removed at the expense of Company. In the event Company is unable or refuses to remove such Equipment when requested by the City, the City may authorize removal and Company shall be responsible for all costs incurred for such removal.

C. Damage and Restoration. Unless otherwise provided by City rules, regulations, and ordinances, whenever the removal or relocation of Equipment is required or permitted under this Agreement and such removal or relocation causes the Public Right-of-Way to be damaged, or whenever Company, in connection with any of its operations, causes damage to the R.O.W. or any other City property the Company, at its sole cost and expense, and within thirty (30) days after such damage occurs, repair the damage and return the Public

Right-of-Way in which the Equipment is located to a safe and satisfactory condition in accordance with Applicable Law. If the damage is determined by the City to be impacting the public health and safety, the City may perform or cause to be performed such reasonable and necessary repairs on behalf of the Company and to charge the Company for the proposed costs to be incurred or the actual costs incurred by the City at City's standard rates. If the Company does not repair the damage as described herein, then the City shall have the option, upon fifteen (15) days' prior written notice to the Company, to perform or cause to be performed such reasonable and necessary work on behalf of the Company and to charge the Company for the proposed costs to be incurred or the actual costs incurred by the City at City's standard rates. Upon the receipt of a demand for payment by the City, the Company shall promptly reimburse the City for such costs. In the case of fire, disaster, or other emergency impacting the public health and safety as solely determined by the City, the City may remove or disconnect the Company's Equipment located in the Public Right-of-Way or on any other property of the City. To the extent feasible as a result of any emergency, the City shall provide reasonable notice to the Company prior to taking such action and, if the situation safely permits, shall provide the Company with the opportunity to perform such action within twenty-four (24) hours unless in the City's reasonable discretion, the imminent threat to public health safety or welfare makes such notice impractical.

D. <u>Removal of Equipment.</u> Upon sixty (60) days written notice by the City pursuant to the expiration or earlier termination of this Agreement, the Company shall promptly, safely and carefully remove the Equipment and Network in the Public Right-of-Way. If the Company fails to complete this removal work on or before the sixty (60) days subsequent to the issuance of notice pursuant to this Section, then the City, upon written notice to the Company, shall have the right at the City's sole election, but not the obligation, to perform this removal work and charge the Company for the actual costs and expenses, including, without limitation, reasonable administrative costs. The Company shall pay to the City actual costs and expenses incurred by the City in performing any removal work and any storage of the Company's property after removal within sixty (60) days after the date of a written demand for this payment from the City. After the City receives the reimbursement payment from the Company for the removal work performed by the City, the City shall promptly return to the Company the property belonging to the Company and removed by the City pursuant to this Section at no liability to the City. If the City does not receive reimbursement payment from the Company as set forth above, or if City does not elect to remove such items at the City's cost after the Company's failure to so remove, any items of the Company's property remaining on or about the Public-Right-of-Way may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner permitted by Law. Alternatively, the City may elect to take title to abandoned property, provided that the Company shall submit to the City an instrument satisfactory to the City transferring to the City the ownership of such property. The provisions of the Section shall survive the expiration or earlier termination of this Agreement. Unless removed by the City as set forth herein, the Company may remove its Equipment from the Public-Right-of-Way at any time at its discretion provided that any such removal is in compliance with applicable zoning and permitting requirements.

VI. OTHER UTILITIES

A. The Company agrees and understands that if the City has permitted or allowed natural gas gathering, storage, transmission, distribution, or related facilities on the Property, the Company has been fully advised by the City that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures The Company shall advise all of its employees, agents, contractors and other persons who enter upon the Property the existence and nature of such natural gas facilities and the potential danger and risk involved.

B. The Company agrees and understands that any natural gas facilities, if located on the Property may be subject to cathodic protection by rectifier and related anode beds, and that the City shall not be liable for stray current or interfering signals induced in the licensed facility as a result of the operating of the cathodic protection system.

C. The Company agrees and understands that if the City has permitted and allowed to be constructed electric transmission, distribution, or related facilities on the Property, the Company has been fully advised by the City that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. The Company shall advise all of its employees, agents, contractors, and other persons who enter upon the Property of the existence and nature of such electric facilities and the potential danger and risk involved.

VII. HAZARDOUS SUBSTANCES

A. The Company agrees that the Company, its contractors, subcontractors and agents, will not use, generate, store, produce, transport, or dispose of any Hazardous Substance on, under, about or within the area of the Property or the R.O.W. in which it is located in violation of any Applicable Laws. Except to the extent of the negligence or intentional misconduct of the City, the Company will pay, indemnify, defend, and hold the City harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by the Company pursuant to this Agreement. The Company will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed, and otherwise permitted to perform those services. The Parties recognize that the Company is only using a small portion of the R.O.W. and that the Company shall not be responsible for any environmental condition or issue except to the extent resulting from the Company's, its agents', or contractors' specific activities and responsibilities under this Agreement.

VIII. INDEMNIFICATION AND WAIVER

A. The Company shall indemnify, defend, protect, and hold harmless the City, its elected officials, officers, employees, agents, and contractors from and against any and all claims demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from the Company's activities undertaken pursuant to this Agreement.

B. Waiver of Claims. The Company waives any and all Claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the City.

C. Limitation of City's Liability. To the extent permitted by law, the City shall be liable only for the cost of repair to damaged Equipment arising from the gross negligence or willful misconduct of City, its employees, agents, or contractors and shall in no event be liable for indirect or consequential damages. The City does not waive any of the protections, immunities, or limitations afforded it by the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101et. seq,) as same may be amended from time to time.

D. Limitation of Company's Liability. In no event shall the Company be liable to the City for indirect or consequential damages.

E. Notice. The City shall give the Company timely written notice of the making of any Claim or of the commencement of any action, suit or other proceeding in connection with any Claim. In the event such Claim arises, the City shall tender the defense thereof to the Company and the Company shall consult and cooperate with the City Attorney's Office while conducting its defense. The City and any indemnified party shall cooperate fully therein with the Company's legal representative and shall be consulted on any settlements of Claims prior to the execution of any settlement agreements.

F. Separate Representation. If separate representation to fully protect the interests of both parties is or becomes necessary such as a conflict of interest between the Indemnified Party and the counsel selected by the Company to represent the City, the Company shall pay for all reasonable expenses incurred by the City as a result of such separate representation; provided, however, in the event separate representation becomes necessary, the City shall select its own counsel and any other experts or consultants, subject to the Company's prior approval, which shall not be unreasonably withheld. The City's expenses hereunder shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by the Company.

IX. INSURANCE

A. Required Coverages. The Company shall, and shall require its subcontractors to maintain substantially the same coverage with substantially the same limits as required of Company, obtain and maintain at its own cost and expense at all times during the term of this Agreement (a) Commercial General Liability insurance protecting the Company in an amount of Five Million Dollars ($5,000,000) per occurrence (combined single limit), for bodily injury and property damage, and Five Million Dollars ($5,000,000) general aggregate including personal and advertising injury liability and products-completed operations; (b) Commercial Automobile Liability covering all owned hired and non-owned autos in an amount of Five Million Dollars ($5,000,000) combined single limit each accident for bodily injury and property damage; (c) Statutory workers' compensation and employer's liability insurance in an amount of One Million Dollars ($1,000,000) each accident/disease/policy limit. All required insurance policies shall include the City, its council members, officers, and employees as additional insureds as their interest may appear under this Agreement for any covered liability arising out of the Company's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims- made policies are not acceptable. Upon receipt of notice from its insurer(s) the Company shall use commercially reasonable efforts to provide the City with thirty (30) days' advance written notice of cancellation. Notwithstanding the foregoing upon sixty (60) days' prior notice to and review by the Company, the City may increase the aforementioned limits of insurance at any time in its reasonable discretion.

B. Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, the Company shall file with the City the required original certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

I. The policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;

II. That the Company's insurance policies are primary as respects any other valid or collectible insurance that the City may possess including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and

III. That the Company's insurance policies waive any right of recovery the insurance company may have against the City.

The certificate(s) of insurance shall be mailed to the City at the address specified in § X below, and shall be updated annually within thirty (30) days of the anniversary of the Effective Date of this Agreement.

C. Insurer Criteria. Any insurance provider of the Company shall be admitted and authorized to do business in the State of Colorado and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a Financial Size Category of "VII". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

D. Severability of Interest. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

X. NOTICES

A. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered (a) through the United States mail, by first class mail, postage prepaid; or (b) by facsimile or email transmission if a hard copy of the same is followed by delivery through the U.S. mail or by overnight delivery service as just described, addressed as follows:

If to the City: City of Fort Lupton
Attn: City Administrator
130 South McKinley Avenue
Fort Lupton, CO 80621

And

If to Company: HyperFiber, LLC
Attn: Chief Governance Officer
400 Chesterfield Center Parkway, Ste 600
Chesterfield, MO 63107

B. Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

C. Emergency Contact. The Company shall be available to the employees of any City department having jurisdiction over the Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The 24-hour emergency contact of the Company can be reached at Website: http://hyperfiber.com/greenteam or Number: (941) 289-2486

D. The Company shall provide to the City a new 24-hour telephone number pursuant to this Section 10 prior to changing telephone numbers.

XI. TERMINATION

This Agreement may be terminated by either party upon forty-five (45) days prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or if such default is not curable within forty-five (45) days if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) business days from receipt of notice. Except as expressly provided herein, the rights granted under this Agreement are irrevocable during the term.

XII. ASSIGNMENT/TRANSFER OF OWNERSHIP OR CONTROL

In this Section, the following words have the meanings indicated:

"Control' means actual working control in whatever manner exercised. "Control" includes, but may not necessarily require, majority stock ownership.

"Proposed Transferee" means a proposed purchaser, transferee, lessee, assignee or person acquiring ownership or control of this Agreement or of the Company.

A. The Company shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, this Agreement or any of the rights or privileges therein granted, without the prior consent of the City, except that such consent shall not be required for sales, transfers, leases, assignments, subleases or disposals to any parent, subsidiary, affiliate or any person, firm or corporation that shall Control, or be under common Control, with the Company. The consent required by the City shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by City. The Company shall provide no less than thirty (30) days written notice to the City of the details of any transaction described herein that requires City consent. Notwithstanding anything to the contrary in this Section, no City consent is required for transfers to non-affiliates that are currently operating in the City and are in full compliance of all obligations to the City. The Company shall provide no less than thirty (30) days written notice to the City of a transaction covered in this Section to a non-affiliate that it believes is compliant with its obligations to the City.

B. The requirements of this Subsection shall not, except as set forth below, apply to any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days prior notice to the City. This Section shall apply to a change in control of the Company if the successor entity meets any of the following criteria, with a rebuttable presumption that a transfer of control has occurred upon the acquisition or accumulation by any person or group of persons of fifty-one percent (51%) or more of the voting shares of the Company:

I. Has ever been convicted or held liable for acts involving deceit including any violation of federal, state, or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts; or

II. Has ever had a judgment in an action for fraud, deceit or misrepresentation entered against the proposed transferee by any court of competent jurisdiction; or

III. Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a network and/or equipment similar to that contemplated by this Agreement, except that any such Claims, suits, or proceedings relating to insurance Claims, theft of service, or employment matters need not be disclosed; or

IV. Is financially insolvent; or

V. Does not have the financial and technical capability to enable it to maintain and operate the network and equipment for the remaining term of this Agreement.

C. If the successor entity meets any of these criteria, the City's consent must be obtained to the transfer of this Agreement or any of the rights provided hereunder. The consent required shall not be unreasonably withheld or delayed but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by the City.

D. In seeking the City's consent to any change in ownership or control, the Company shall indicate whether it has failed to comply with any provision of this Agreement at any point during the term of this Agreement.

E. The consent or approval of the City to transfer by the Company does not constitute a waiver or release of the rights of the City in or to its Public Right-of-Way or easements and any transfer shall by its own terms be expressly subject to the terms and conditions of this Agreement.

F. Any sale, transfer, or assignment of this Agreement will bind the successor in interest to the terms of this Agreement.

G. Notwithstanding anything contained in this Agreement, the Company may pledge the assets of the Network and Equipment for the purpose of financing provided that such pledge of assets shall not impair the Company or mitigate the Company's responsibility and capability to meet all its obligations under the provisions of this Agreement.

XIII. MISCELLANEOUS PROVISIONS

The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

A. A copy of the applicable supplemental site license shall be on the Property and available during the construction of any licensed facility.

B. Non-exclusive Use. The Company understands that this Agreement does not provide the Company with exclusive use of the Public Right-of-Way and that the City shall have the right to permit other providers of communications services to install equipment or devices in the Public Right-of-Way.

C. Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

D. Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

E. Federal and State Authorizations. The Company has obtained all government licenses, permits, and authorizations by the Federal Communications Commission which are required in order to provide the Services.

F. Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Colorado, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Colorado, County of Weld, or only to the extent that provisions of federal law apply to the dispute, in the United States District Court for the District of Colorado.

G. Attorneys' Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

H. Consent Criteria. In any case, where the approval or consent of one party hereto is required, requested, or otherwise to be given under this Agreement such party shall not unreasonably delay condition, or withhold its approval or consent.

I. Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

J. Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

K. Force Majeure. With respect to any provisions of this Agreement, the violation or non-compliance of any term of this Agreement which could result in the imposition of a financial penalty damages, forfeiture, or other sanction upon a party, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, pandemic, strike or other labor unrest or other events, the occurrence of which was not reasonably foreseeable by such party and is beyond such party's reasonable control.

L. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. Any prior oral or written agreements or licenses between the parties concerning use of the Public Right-of-Way is superseded by this Agreement.

** The remainder of this page is intentionally left blank. **

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

CITY OF FORT LUPTON

____
Zo Hubbard, Mayor

ATTEST:

____
Maricela Pena, City Clerk

APPROVED AS TO FORM:

____
Andy Ausmus, City Attorney

HYPERFIBER, LLC

DocuSigned by:
Michael Whitaker
D6BA2F0A78104D2...
Michael Whitaker

EXHIBIT A

COMPANY SHALL PROVIDE THE FOLLOWING AS IS APPLICABLE TO BE CONSIDERED BY THE CITY IN WHETHER TO GRANT THE SUPPLEMENTAL SITE LICENSE:

1. Plan and profile drawings, engineering design, and specifications for installation of the Facility, including the equipment shelters, cables, conduit, pull boxes, pedestals, fiber runs, point of demarcation, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment. Where applicable, the design documents shall include specifications on design and A.D.A. compliance.

    a. The plot plan shall show existing sidewalk size, utilities, trees, traffic control signs and equipment, and other improvements.

2. The number, size, type, and proximity to all communications conduit(s} facilities and cables to be installed.

3. Description of the utility services required to support the facilities to be installed.

4. A typewritten legal description with (1) the Section, Township and Range, and County being affected, and if it is part of a subdivision, it shall also be stated; (2) the Point of Beginning to an established land corner or to a subdivision plat that is tied to an established land corner, with curves showing radius, delta, arc length and angle to radius point if curve is non-tangent, and area to be included in square feet; and (3) the legal description SIGNED and SEALED by a surveyor registered in the State of Colorado.

5. Completed Right-of-way Permit Application

ALL SUPPLEMENTAL SITE LICENSE MATERIALS SHALL BE LABELED WITH THE APPLICABLE SUPPLEMENTAL SITE ID NUMBER.

THE CITY WILL RETAIN ALL DOCUMENTATION FOR GRANTED SUPPLEMENTAL SITE LICENSES.

EXHIBIT B

SUPPLEMENTAL SITE LICENSES

THE FOLLOWING SUPPLEMENTAL SITE LICENSES HAVE BEEN GRANTED BY THE CITY:

SUPPLEMENTAL SITE ID NO.	DATE GRANTED	APPROVED BY:

Upcoming Events

May 15, 2024	Welcome Wednesday - Community Development Office, 1200 Dexter St. Unit W13, 7:30 a.m. – 9:00 a.m.
May 27, 2024	Memorial Day Service- Hillside Cemetery, 13750 Weld County Road 12, 9:30 a.m.
June 5, 2024	Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m.
June 7, 2024	Jon Mays Memorial Fore Youth Golf Tournament- Coyote Creek Golf Course, 222 Clubhouse Drive, 8:00 a.m.
June 15, 2024	Summer Sizzle 5k- Railroad Park, 8:00 a.m.