



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, June 4, 2024
6:00 PM
130 South McKinley Avenue

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

Call to Order

Pledge of Allegiance

Roll Call

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. June 4, 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. May 21, 2024 City Council Meeting Minutes**
- b. AM 2024-093 Ratify the Mayor's Signature as the Consenting Party to an Agreement to Trade Augmentation Station Capacity between Tri-State Generation and United Water and Sanitation District on Behalf of the City of Fort Lupton Utility Enterprise Board**
- c. AM 2024-094 Ratify the Mayors Signature on the Contract with Best Cleaner Disposal, Inc. (BCD) for Trash Service to City Owned Facilities**
- d. AM 2024-095 Approving the Resolution Ratifying the Appointment of Sierra Fedder as a Member of the Fort Lupton Urban Renewal Authority to Serve as the Alternate Member for a Term Expiring June 4, 2029**
- e. AM 2024-096 Approving a School Resource Officer Pay Increase and Promotion, Effective August 2024**

Action Memorandum

- a. AM 2024-097 Approving the Purchase of Three Chevy Police Vehicles in the Amount of \$152,652.00**

Staff Reports

Mayor/Council Reports

Future City Events

- a. June 4, 2024 Upcoming Events**

Upcoming Meetings

- a. June 11, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.**
- June 18, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.**
- June 25, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.**
- July 2, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.**

Adjourn

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 05/22/2024 - 06/04/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
000031	ADAMSON POLICE PRODUCTS	05/28/2024	Regular	0.00	215.26	102497
408998CM	Credit Memo	03/01/2024	GF-CREDIT FOR OVERCHARGE-PD	0.00	-26.95	
INV409843	Invoice	02/12/2024	GF-UNIFORM SERVICES-PD	0.00	7.80	
INV411763	Invoice	03/20/2024	GF-UNIFORMS-PD	0.00	6.95	
INV412011	Invoice	03/25/2024	GF-UNIFORMS-PD	0.00	54.65	
INV412366	Invoice	04/01/2024	GF-UNIFORMS-PD	0.00	112.45	
INV412701	Invoice	04/08/2024	GF-UNIFORMS-PD	0.00	63.00	
INV413003	Invoice	04/11/2024	GF-UNIFORMS-PD	0.00	103.50	
INV414581	Invoice	05/07/2024	GF-UNIFORMS-PD	0.00	65.90	
INV414615	Invoice	05/07/2024	GF-UNIFORMS-PD	0.00	161.97	
INV415204	Invoice	05/17/2024	GF-UNIFORMS-PD	0.00	62.99	
PY080437	Credit Memo	02/07/2024	CREDIT FOR OVERPAYMENTS CK 70624, 12...	0.00	-27.00	
PY081528	Credit Memo	02/07/2024	GF-CREDIT FOR OVERPYMNT CK #70965, 0...	0.00	-8.00	
PY084925	Credit Memo	02/07/2024	GF-CREDIT FOR OVERPYMNT CK #72510, 1...	0.00	-362.00	
000040	AFLAC	05/28/2024	Regular	0.00	2,924.96	102498
023145	Invoice	05/12/2024	GF-SUPPLEMENTAL INS FOR MAY 2024-HR	0.00	2,924.96	
000044	AGFINITY INC	05/28/2024	Regular	0.00	580.00	102499
H81421	Invoice	05/14/2024	GF-CHEMICALS-PARKS	0.00	580.00	
002949	AIDAN O' DONOVAN	05/28/2024	Regular	0.00	200.00	102500
052224	Invoice	05/22/2024	GF-REISSUE CHECK#70918 TO A. O'DONO...	0.00	200.00	
003560	AMANDA MCGUIGAN	05/28/2024	Regular	0.00	80.49	102501
052224	Invoice	05/22/2024	GF-REISSUE CK#74135 TO A. McGUIGAN-	0.00	80.49	
002941	AMERITAS LIFE INSURANCE CORP	05/28/2024	Regular	0.00	8,367.13	102502
010-57637-01 D...	Invoice	06/01/2024	GF-DENTAL INS FOR JUNE 2024-HR	0.00	7,343.32	
010-57637-02VIS...	Invoice	06/01/2024	GF-VISION INS FOR JUNE 2024-HR	0.00	1,023.81	
001646	BANK OF COLORADO	05/28/2024	Regular	0.00	223.07	102503
0227 APRIL 24	Invoice	05/01/2024	UF-APRIL 2024 FUEL CHARGES-STREETS	0.00	223.07	
003524	BEST CLEANER DISPOSAL	05/28/2024	Regular	0.00	956.00	102504
20345441 JUNE24	Invoice	05/21/2024	GF-TRASH SERVICE FOR JUNE 2024-FAC	0.00	83.00	
20345489 JUNE24	Invoice	05/21/2024	CPR-TRASH SERVICE FOR JUNE 2024-CO...	0.00	85.00	
20345528 JUNE24	Invoice	05/21/2024	GF-TRASH SERVICE FOR JUNE 2024-PW S...	0.00	129.00	
20345542 JUNE24	Invoice	05/21/2024	CEM-TRASH SERVICE FOR JUNE 2024-CEM...	0.00	439.00	
20345566 JUNE24	Invoice	05/21/2024	GOLF-TRASH SERVICE FOR JUNE 2024-MA...	0.00	135.00	
20345580 JUNE24	Invoice	05/21/2024	GF-TRASH SERVICE FOR JUNE 2024-PARKS	0.00	85.00	
002853	BUCKEYE CLEANING CENTER	05/28/2024	Regular	0.00	241.54	102505
90581295	Invoice	05/02/2024	GOLF-CLEANING SUPPLIES-PRO SHOP	0.00	241.54	
003561	CAROL CHAVEZ	05/28/2024	Regular	0.00	234.00	102506
2007469.001	Invoice	05/15/2024	GF-PRO-RATED MEMBERSHIP REFUND-REC..	0.00	234.00	
002300	CASSIE CAMPBELL	05/28/2024	Regular	0.00	143.15	102507
052024	Invoice	05/20/2024	GF-MILEAGE/MEALS REIMBURSEMENT-FIN	0.00	143.15	
000230	CINTAS FIRST AID & SAFETY	05/28/2024	Regular	0.00	61.45	102508
5211337702	Invoice	05/13/2024	REC-GLOVES-REC CENTER	0.00	61.45	
000239	CITY OF FORT LUPTON	05/28/2024	Regular	0.00	500.00	102509
CITATION #1334...	Invoice	05/17/2024	GF-RESTITUTION, CITATION #133421-1-	0.00	500.00	

Council Check Report

Date Range: 05/22/2024 - 06/04/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000268	COLORADO ANALYTICAL LAB	05/28/2024	Regular	0.00	72.00	102510
240516111	Invoice	05/17/2024	GF-DRINKING WATER TESTING-W LINES	0.00	48.00	
240516131	Invoice	05/17/2024	GF-DRINKING WATER TESTING-W LINES	0.00	24.00	
002651	COLORADO COMMUNITY MEDIA	05/28/2024	Regular	0.00	825.32	102511
107822	Invoice	05/01/2024	GF-LEGAL/PUBLIC NOTICES-FIN	0.00	122.53	
109589	Invoice	05/01/2024	GF-DISPLAY FOR CEMETERY CLEAN UP-LEG...	0.00	299.00	
112316	Invoice	05/17/2024	GF-PUBLIC/LEGAL NOTICES-	0.00	339.07	
112653	Invoice	05/24/2024	GF-LEGAL NOTICE UNCLAIMED PROPERTY-...	0.00	64.72	
000306	COMCAST BUSINESS	05/28/2024	Regular	0.00	2,316.99	102512
202116407	Invoice	05/15/2024	Comcast Phones	0.00	2,316.99	
000307	COMCAST CABLE COMM, LLC	05/28/2024	Regular	0.00	474.03	102513
0120790 MAY24	Invoice	05/06/2024	GOLF-MAY 2024 PHONE/INTERNET-PRO S...	0.00	253.88	
0164533 JUNE24	Invoice	05/13/2024	GF-INTERNET/PHONE 05/23/24-06/22/24-...	0.00	220.15	
001517	CORE&MAIN LP	05/28/2024	Regular	0.00	2,700.15	102514
U758756	Invoice	05/10/2024	UF-GALLON HYDRANT OIL-W LINES	0.00	364.44	
U800037	Invoice	05/09/2024	UF-SAFETY FLAG HALVES/PARTS-W LINES	0.00	1,801.71	
U871581	Invoice	05/10/2024	UF-PVC INNER LID-W LINES	0.00	534.00	
003559	DRAKE DUO PRINTS LTD	05/28/2024	Regular	0.00	555.00	102515
1099	Invoice	05/09/2024	REC-SUMMER CAMP T-SHIRTS-REC CENTER	0.00	555.00	
000410	E-470 PUBLIC HIGHWAY AUTHORITY	05/28/2024	Regular	0.00	8.85	102516
2092017731	Invoice	05/10/2024	GF-TOLL FEES-PD	0.00	8.85	
000506	FORT LUPTON FIRE PROT DIST	05/28/2024	Regular	0.00	50.00	102517
1007	Invoice	05/01/2024	GF-PLAN REVIEW SITE-PD	0.00	50.00	
000485	FORT LUPTON HIGH SCHOOL	05/28/2024	Regular	0.00	600.00	102518
040324	Invoice	05/01/2024	GF-EVERY 15 MIN CATERING CLASS FLHS-...	0.00	600.00	
003557	GABRIEL LOPEZ	05/28/2024	Regular	0.00	288.00	102519
2007468.001	Invoice	05/15/2024	REC-PRO-RATED MEMBERSHIP REFUND-R...	0.00	288.00	
000533	GOLDEN TRIANGLE CONSTRUCTION INC	05/28/2024	Regular	0.00	1,500.00	102520
051624	Invoice	05/16/2024	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	
001266	GOVCONNECTION INC	05/28/2024	Regular	0.00	1,207.30	102521
75275053	Invoice	05/07/2024	GF-USAGE DATA 04/21/24-04/20/25-PD	0.00	1,207.30	
003120	HUDSON LOCKERS, INC	05/28/2024	Regular	0.00	137.50	102522
403	Invoice	05/20/2024	GOLF-PREPACKAGED FOOD-PRO SHOP	0.00	137.50	
000714	LEGACY SCHOOL OF DANCE LLC	05/28/2024	Regular	0.00	924.00	102523
MAY 2024 DANCE	Invoice	05/15/2024	REC-MAY 2024 DANCE LESSONS-REC CENT...	0.00	924.00	
003143	LEGAL AND LIABILITY RISK MANAGEMENT INSTI	05/28/2024	Regular	0.00	350.00	102524
242553	Invoice	05/14/2024	GF-TRAINING FOR G. GEERDES-PD	0.00	350.00	
003556	LEIGHANN WINSLOW	05/28/2024	Regular	0.00	150.00	102525
2007470.001	Invoice	05/16/2024	REC-POOL PARTY REFUND-REC CENTER	0.00	150.00	
000729	LINDA KUDRNA	05/28/2024	Regular	0.00	119.93	102526
051724	Invoice	05/17/2024	CPR-MILEAGE REIMBURSEMENT-SENIORS	0.00	119.93	
000735	LL JOHNSON DISTRIBUTING	05/28/2024	Regular	0.00	598.46	102527
1157369-00	Invoice	05/01/2024	GOLF-PARTS-MAINT	0.00	323.23	
1157424-00	Invoice	05/01/2024	GOLF-PVC REPAIR COUPLER-MAINT	0.00	169.97	
1158008-00	Invoice	05/21/2024	GF-CLEAR FILTER-PARKS	0.00	105.26	
000795	MILE HIGH TURFGRASS, LLC	05/28/2024	Regular	0.00	4,889.56	102528
11355	Invoice	05/15/2024	GOLF-FERTILIZER-MAINT	0.00	4,709.50	

Council Check Report

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
11381	Invoice	05/20/2024	GOLF-SPRAY NOZZLES-MAINT	0.00	180.06	
000865	OFFICE DEPOT	05/28/2024	Regular	0.00	356.46	102529
365896738001	Invoice	05/06/2024	GF-TONER-CITY CL	0.00	261.09	
365897196001	Invoice	05/06/2024	GF-TONER, PENS-CITY CL	0.00	95.37	
002493	QUADIENT LEASING USA INC	05/28/2024	Regular	0.00	380.46	102530
Q1335100	Invoice	05/14/2024	GF-QUARTERLY LEASE JUNE 15-SEPT 14, 2...	0.00	380.46	
001751	SPORTS TURF IRRIGATION	05/28/2024	Regular	0.00	1,750.69	102531
0112316-IN	Invoice	05/20/2024	GF-TORO ELEC COMP-MAINT	0.00	1,750.69	
000246	SRIXON/CLEVELAND GOLF/XX10	05/28/2024	Regular	0.00	2,086.00	102532
7942210 SO	Invoice	05/03/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	2,086.00	
001895	TERMINIX	05/28/2024	Regular	0.00	174.00	102533
446626845	Invoice	05/01/2024	GOLF-PEST CONTROL FOR MAY-PRO SHOP	0.00	174.00	
003487	TERRIE HERNANDEZ	05/28/2024	Regular	0.00	192.29	102534
052024	Invoice	05/20/2024	GF-MEAL, MILEAGE REIMBURSEMENT-FIN	0.00	192.29	
002812	THE HUNTINGTON NATIONAL BANK	05/28/2024	Regular	0.00	10,678.08	102535
8878223	Invoice	05/17/2024	GOLF-TORO TURF PACKAGE-MAINT	0.00	10,678.08	
001894	UMB BANK, N.A.	05/28/2024	Regular	0.00	400.00	102536
976681	Invoice	05/10/2024	UF-05/2024-04/2025 WATER BONDS 2023...	0.00	400.00	
001137	UNITED POWER	05/28/2024	Regular	0.00	212.91	102537
10213507 APR24	Invoice	05/16/2024	GF-ELECTRIC SERVICE APRIL 2024-FAC	0.00	212.91	
001963	WASTE CONNECTIONS OF COLO, INC	05/28/2024	Regular	0.00	152.80	102538
7699763V311	Invoice	05/05/2024	GF-CONTAINER REMOVAL FEE-FAC	0.00	55.22	
7699766V311	Invoice	05/01/2024	CEM-CONTAINER REMOVAL FEES-CEMETE...	0.00	79.15	
776339V311	Invoice	05/15/2024	GF-CONTAINER REMOVAL FEES-FAC	0.00	18.43	
001224	XCEL ENERGY-GAS	05/28/2024	Regular	0.00	687.00	102539
878545193	Invoice	05/22/2024	GOLF-MAY 2024 GAS SERVICE-PRO SHOP	0.00	200.50	
878549144	Invoice	05/22/2024	GF-CITY/PLANNING GAS SERVICE MAY24-...	0.00	486.50	
001195	YODER CHEVROLET LLC	05/28/2024	Regular	0.00	685.99	102540
264598	Invoice	05/01/2024	GF-REPAIRS ON 2020 CHEV TAHOE-PD	0.00	685.99	
000028	ACUSHNET COMPANY	06/04/2024	Regular	0.00	1,764.22	102542
918032221	Invoice	05/10/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	778.30	
918059651	Invoice	05/14/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	470.46	
918073078	Invoice	05/15/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	515.46	
002254	ADIDAS AMERICA INC	06/04/2024	Regular	0.00	103.50	102543
6161334231	Invoice	05/16/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	103.50	
000034	ADT SECURITY SYSTEM	06/04/2024	Regular	0.00	151.47	102544
50576495 JUNE24	Invoice	05/01/2024	REC-ALARM/SECURITY MONITORING FOR ...	0.00	151.47	
000044	AGFINITY INC	06/04/2024	Regular	0.00	2,891.33	102545
I77588	Invoice	05/24/2024	GOLF-UNLEADED GASOHOL-MAINT	0.00	1,854.85	
I77589	Invoice	05/24/2024	GOLF-FIELDMASTER DYED DIESEL-MAINT	0.00	1,036.48	
003566	ALPINE GARDENS	06/04/2024	Regular	0.00	2,498.16	102546
26503	Invoice	05/23/2024	CPR-ROCK MONUMENT INSTALLATION-C...	0.00	2,498.16	
003565	ANA LOPEZ	06/04/2024	Regular	0.00	90.00	102547
2007475.001	Invoice	05/24/2024	REC-BASEBALL REFUND-REC CENTER	0.00	90.00	
000160	BREAKTHRU BEVERAGE COLORADO	06/04/2024	Regular	0.00	899.44	102548
115942884	Invoice	05/23/2024	GOLF-BEVERAGES-PRO SHOP	0.00	689.44	

Council Check Report

Date Range: 05/22/2024 - 06/04/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
115942885	Invoice	05/23/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	210.00	
000183	CALLAWAY GOLF SALES COMPANY	06/04/2024	Regular	0.00	5,906.61	102549
938245533	Invoice	05/15/2024	GOLF-MECHANDISE-PRO SHOP	0.00	1,531.08	
938245570	Invoice	05/15/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	1,600.14	
938260985	Invoice	05/16/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	255.18	
938270433	Invoice	05/17/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	237.72	
938279577	Invoice	05/20/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	93.42	
938279609	Invoice	05/20/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	268.99	
938289128	Invoice	05/21/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	1,664.90	
938301193	Invoice	05/22/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	255.18	
000307	COMCAST CABLE COMM, LLC	06/04/2024	Regular	0.00	279.25	102550
0117309 JUNE24	Invoice	05/14/2024	REC-MUSIC/CABLE FOR JUNE 2024- (05/14...	0.00	279.25	
003073	CONTINENTAL PARTITION SYSTEMS LLC	06/04/2024	Regular	0.00	6,076.00	102551
15119	Invoice	05/24/2024	CPR-WOMEN'S PARTITIONS-CPR	0.00	6,076.00	
001320	DAPHNE'S HEADCOVERS	06/04/2024	Regular	0.00	713.58	102552
0339914-IN	Invoice	05/22/2024	GOLF-MERCHANDISES-PRO SHOP	0.00	713.58	
003120	HUDSON LOCKERS, INC	06/04/2024	Regular	0.00	150.00	102553
405	Invoice	05/23/2024	GOLF-PREPACKAGED FOOD-PRO SHOP	0.00	150.00	
000590	IDEAL PRODUCTS INC	06/04/2024	Regular	0.00	1,370.10	102554
DEP59545	Invoice	05/20/2024	REC-LF OFFICE LOCKERS DEPOSIT-REC CEN...	0.00	1,370.10	
000735	LL JOHNSON DISTRIBUTING	06/04/2024	Regular	0.00	52,054.73	102555
1157663-00	Invoice	05/09/2024	GOLF-IRRIGATION PARTS-MAINT	0.00	1,359.80	
1886844-00	Invoice	05/09/2024	CG - Torro Mowers - Golf	0.00	50,444.37	
1928878-00	Invoice	05/09/2024	GOLF-LH ARM REST, NYLON BUSHING-MA...	0.00	250.56	
000896	PETTY CASH-FINANCE	06/04/2024	Regular	0.00	123.18	102556
052024	Invoice	05/20/2024	GF-PETTY CASH REIMBURSEMENT-FIN	0.00	123.18	
003545	POINT AND PAY, LLC	06/04/2024	Regular	0.00	50.00	102557
052124	Invoice	05/21/2024	GF-MONTHLY FEE FOR APRIL 24-PLANNING	0.00	50.00	
000956	ROCKY MOUNTAIN LOW VOLTAGE	06/04/2024	Regular	0.00	922.00	102558
20231559	Invoice	05/01/2024	CPR-FIRE ALARM INSPECTION-COM CENT...	0.00	922.00	
003564	SARA HERRERA	06/04/2024	Regular	0.00	410.00	102559
2007472.001	Invoice	05/20/2024	REC-ROOM RENTAL REFUND-REC CENTER	0.00	410.00	
003467	SCHILZ MARTIAL ARTS & KICKBOXING	06/04/2024	Regular	0.00	130.90	102560
MAY24 MARTIAL...	Invoice	05/19/2024	REC-MAY 2024 MARTIAL ARTS-REC CENTER	0.00	130.90	
001022	SOUTHERN GLAZER'S OF CO	06/04/2024	Regular	0.00	424.96	102561
3437734	Invoice	05/22/2024	GOLF-BEVERAGES-PRO SHOP	0.00	424.96	
001026	SPECIALTY CIGARS, LLC	06/04/2024	Regular	0.00	108.00	102562
US16-34748665	Invoice	05/15/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	108.00	
001035	STANDARD INSURANCE CO.	06/04/2024	Regular	0.00	7,003.27	102563
00 759761 0001 ...	Invoice	06/01/2024	LI, AD&D, LTD, STD Ins Prem	0.00	7,003.27	
003297	SWEET PEA CLEANING, LLC	06/04/2024	Regular	0.00	1,428.00	102564
8575	Invoice	05/01/2024	REC-MAY LOCKER ROOM CLEANING-REC C...	0.00	1,428.00	
001052	SWIRE COCA-COLA, USA	06/04/2024	Regular	0.00	1,152.24	102565
41487411014	Invoice	05/24/2024	GOLF-BEVERAGES-PRO SHOP	0.00	1,152.24	
002694	SYMMETRY ENERGY SOLUTIONS LLC	06/04/2024	Regular	0.00	1,722.44	102566
18384654	Invoice	05/23/2024	REC-APRIL 2024 GAS SERVICE-REC CENTER	0.00	1,722.44	
001105	TOSHIBA FINANCIAL SERVICES	06/04/2024	Regular	0.00	2,899.03	102567

Council Check Report

Date Range: 05/22/2024 - 06/04/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
529749889	Invoice	06/01/2024	Copier Lease	0.00	2,899.03	
003398	UNIVERSITY AUTO PARTS	06/04/2024	Regular	0.00	193.03	102568
199522	Invoice	05/19/2024	GF-REFLECTORS/OIL-PW SHOP	0.00	193.03	
001207	WESTERN DISTRIBUTING INC	06/04/2024	Regular	0.00	25.20	102569
797694	Invoice	05/24/2024	GOLF-BEVERAGES-PRO SHOP	0.00	25.20	
000024	ACE HARDWARE OF FORT LUPTON	05/28/2024	EFT	0.00	40.44	9001481
103913/1	Invoice	05/16/2024	GOLF-ADAPTER-MAINT	0.00	10.77	
103957/1	Invoice	05/18/2024	GOLF-HD HOSE NOZZEL-PRO SHOP	0.00	16.99	
103987/1	Invoice	05/20/2024	GOLF-HOSE CONNECTOR-MAINT	0.00	12.68	
001918	AXON ENTERPRISES INC	05/28/2024	EFT	0.00	8,570.75	9001482
INUS248529	Invoice	05/10/2024	GF-RTC VIRTUAL, EVIDENCE, STREAMING-...	0.00	8,570.75	
002973	BOOTBARN INC	05/28/2024	EFT	0.00	297.46	9001483
INV00370226	Invoice	05/21/2024	GF-BOOTS FOR J. RUFF-STREETS	0.00	165.74	
INV00370227	Invoice	05/21/2024	GF-UNIFORMS FOR J. RUFF-STREETS	0.00	131.72	
000171	BROWNS HILL ENGINEERING & CONTROLS	05/28/2024	EFT	0.00	2,348.60	9001484
28025	Invoice	05/08/2024	SF-SERVICE WORK-WWTP	0.00	2,348.60	
002122	BURNS & MCDONNELL ENGINEERING CO INC	05/28/2024	EFT	0.00	76,271.45	9001485
160868-10	Invoice	05/22/2024	UF-ENGINEERING FOR WATER TOWER-UF	0.00	56,034.05	
169164-1	Invoice	05/10/2024	UF-LIFT STATION/FORCE MAIN PROJECT R...	0.00	20,237.40	
000361	DBC IRRIGATION SUPPLY	05/28/2024	EFT	0.00	147.58	9001486
55379342.002	Invoice	05/07/2024	GOLF-INLET VALVE HUNTER-MAINT	0.00	147.58	
002723	EAGLE ROCK COMPANY OF COLO	05/28/2024	EFT	0.00	576.32	9001487
12623757	Invoice	05/20/2024	GOLF-BEVERAGES-PRO SHOP	0.00	338.60	
12623758	Invoice	05/20/2024	GOLF-BEVERAGES-PRO SHOP	0.00	237.72	
000597	INSIGHT PUBLIC SECTOR INC	05/28/2024	EFT	0.00	2,339.64	9001488
1101164688	Invoice	05/15/2024	Annual Support and Maintenance Dell PE ...	0.00	2,339.64	
002195	MINUTEMAN PRESS	05/28/2024	EFT	0.00	95.56	9001489
39921	Invoice	05/08/2024	GF-BUSINESS CARDS-PD	0.00	95.56	
000862	O'REILLY AUTO PARTS	05/28/2024	EFT	0.00	495.19	9001490
4489-138160	Invoice	05/12/2024	GF-WIPER BLADES-PD	0.00	40.78	
4489-139159	Invoice	05/17/2024	GOLF-FUEL FILTER/GEAR LUBE-MAINT	0.00	76.41	
4489-139287	Invoice	05/17/2024	GF-BLUEDEF DRUM-PW SHOP	0.00	378.00	
000931	R & L TIRES	05/28/2024	EFT	0.00	20.00	9001491
53157	Invoice	05/21/2024	UF-TIRE REPAIR-W LINES	0.00	20.00	
000999	SHAMROCK FOODS COMPANY	05/28/2024	EFT	0.00	2,702.48	9001492
30777198	Invoice	05/16/2024	GOLF-FOOD/PREPACKAGED FOOD-PRO S...	0.00	1,281.73	
30785355	Invoice	05/20/2024	GOLF-FOOD/PREPACKAGED FOOD/BEVER...	0.00	1,420.75	
001101	TODD HODGES DESIGN, LLC	05/28/2024	EFT	0.00	11,303.75	9001493
3605	Invoice	05/20/2024	GF-PLANNING SERVICES MAY 6-MAY 19, 2...	0.00	11,303.75	
003160	UNITEDHEALTHCARE INSURANCE COMPANY	05/28/2024	EFT	0.00	108,008.42	9001494
259030015350	Invoice	06/01/2024	GF-HEALTH INSURANCE FOR JUNE 2024-HR	0.00	108,008.42	
000027	ACTIVE NETWORK	06/04/2024	EFT	0.00	1,453.50	9001495
11141478	Invoice	05/16/2024	REC-FRONT DESK CC READERS-REC CENTER	0.00	1,453.50	
000103	ASSOCIATED BUILDING	06/04/2024	EFT	0.00	2,331.00	9001496
SD383	Invoice	05/20/2024	REC-REPAIRS ON DIVIDER CURTAIN-REC C...	0.00	2,331.00	
003387	BRANCHPATTERN, INC	06/04/2024	EFT	0.00	1,800.00	9001497

Council Check Report

Date Range: 05/22/2024 - 06/04/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
56664	Invoice	05/21/2024	REC-COMMISSIONING SERVICES-REC	0.00	1,800.00	
002835	BRANDING BY BRE	06/04/2024	EFT	0.00	3,100.00	9001498
1266	Invoice	06/01/2024	GF-SOCIAL MEDIA MANAGEMENT-CITY CL	0.00	3,100.00	
003486	LONGVIEW HEATING & AIR	06/04/2024	EFT	0.00	5,282.00	9001499
251837	Invoice	05/21/2024	Compressor for HVAC	0.00	5,282.00	
000745	LOUIS A GRESH	06/04/2024	EFT	0.00	1,600.00	9001500
MAY 2024	Invoice	05/17/2024	GF-ARRAIGNMENT DOCKET FOR MAY 202...	0.00	1,600.00	
003563	MUNICIPAL TREATMENT EQUIPMENT	06/04/2024	EFT	0.00	16,139.24	9001501
003319	Invoice	05/24/2024	Chlorine Pump repacement at WTP	0.00	16,139.24	
000862	O'REILLY AUTO PARTS	06/04/2024	EFT	0.00	35.91	9001502
4489-114832	Invoice	05/01/2024	GOLF-GALGEAR LUBE/DEGREASER-MAINT	0.00	35.91	
000999	SHAMROCK FOODS COMPANY	06/04/2024	EFT	0.00	3,505.09	9001503
30796397	Invoice	05/23/2024	GOLF-PREPACKEGED FOOD/FOOD-PRO S...	0.00	1,282.24	
30801607	Invoice	05/24/2024	GOLF-FOOD-PRO SHOP	0.00	62.04	
30806970	Invoice	05/27/2024	GOLF-PREPACKAGED FOOD/FOOD/BEVER...	0.00	2,160.81	
003411	ULTIMATE DENT REMOVAL LLP	06/04/2024	EFT	0.00	853.60	9001504
2046	Invoice	05/28/2024	GF-COLLISION REPAIR ON GM TRAIELRS-M...	0.00	853.60	
001265	IRS	05/22/2024	Bank Draft	0.00	211.86	DFT0002403
INV0001585	Invoice	05/22/2024	Federal Withholding	0.00	211.86	
001418	CO DEPARTMENT OF REVENUE	05/22/2024	Bank Draft	0.00	38.00	DFT0002404
INV0001586	Invoice	05/22/2024	CO Withholding	0.00	38.00	
001416	VALIC_1	05/31/2024	Bank Draft	0.00	47,453.97	DFT0002405
INV0001587	Invoice	05/31/2024	VALIC - 457(b) \$ Contributions	0.00	47,453.97	
001265	IRS	05/31/2024	Bank Draft	0.00	87,573.18	DFT0002406
INV0001588	Invoice	05/31/2024	Federal Withholding	0.00	87,573.18	
001418	CO DEPARTMENT OF REVENUE	05/31/2024	Bank Draft	0.00	14,810.00	DFT0002407
INV0001589	Invoice	05/31/2024	CO Withholding	0.00	14,810.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	117	72	0.00	141,791.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	150,087.01
EFT's	34	24	0.00	249,317.98
	156	101	0.00	541,196.45

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	117	72	0.00	141,791.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	150,087.01
EFT's	34	24	0.00	249,317.98
	156	101	0.00	541,196.45

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	5/2024	413,555.47
999	POOLED CASH/CONSOLIDATED CASH	6/2024	127,640.98
			541,196.45

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 21, 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, May 21, 2024. Mayor Zo Hubbard called the meeting to order at 6:04 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

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

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

PERSONS TO ADDRESS COUNCIL

There was no one to address the Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the May 21, 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 presented with the following items:

- May 7, 2024 City Council Meeting Minutes
- Approving Resolution 2024R022 RATIFYING THE MAYOR'S APPOINTMENT OF KARINA GONZALEZ TO THE PARKS AND RECREATION COMMITTEE FOR A TERM BEGINNING MAY 21, 2024 AND ENDING DECEMBER 31, 2025 (AM 2024-081)
- Approving Resolution 2024R023 APPOINTING CHARLES MILLER TO SERVE ON THE BOARD OF DIRECTORS OF METRO WATER RECOVERY FOR A TWO (2) YEAR TERM BEGINNING JUNE 30, 2024 AND EXPIRING JUNE 30, 2026 (AM 2024-082)
- Approving Resolution 2024R024 APPOINTING ZACHARY POTTER AS A

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 21, 2024**

PROFESSIONAL MEMBER OF THE HISTORIC PRESERVATION BOARD FOR A THREE-YEAR TERM TO EXPIRE MAY 21, 2027 (AM 2024-083)

- Approving Resolution 2024R025 REAPPOINTING SHANNON RHODA TO THE PLANNING COMMISSION FOR A THREE-YEAR TERM TO EXPIRE MAY 22, 2027 (AM 2024-084)
- Approving Resolution 2024R026 REAPPOINTING MIKE SIMONE TO THE PLANNING COMMISSION FOR A THREE-YEAR TERM TO EXPIRE JUNE 19, 2027 (AM 2024-085)
- Authorize Payment to Northern Colorado Water Conservancy District (NCWCD) for the Southern Water Supply Project (SWSP) 2024 Operation and Maintenance Assessment for an Amount Not to Exceed \$186,628.63 from the Utility Fund (AM 2024-086)
- The Colorado Health Foundation Equitable Community-Designed Outdoor Spaces Grant Application for RECreating Koshio Park has been Approved in the Amount of \$25,000 with a Grant Period of June 1, 2024 – June 30, 2025 (AM 2024-091)

Motion passed unanimously on roll call vote.

PUBLIC HEARING

AM 2024-087 Approving a Resolution Accepting a Preliminary Plat and PUD Plan, Known as the Murata Farms Preliminary Plat and PUD Plan, Filing No. 3

Mayor Hubbard opened the public hearing at 6:08 p.m.

City Planner, Sean McDermott, provided an overview of the Murata Farms Preliminary Plat and PUD Plan, Filing No. 3. Greg DiDonna of Viva Land Ventures, LP (Owner) and Karen Henry of Henry Design Group (Representative) have applied for approval of a Preliminary Plat and PUD Plan, known as the Murata Farms Preliminary Plat and PUD Plan, Filing No. 3 for City Council's consideration. A public hearing with for this application was held before the Planning Commission on May 9, 2024, and Planning Commission recommended approval to City Council of the Preliminary Plat and PUD Plan.

The site that is the subject of this Preliminary Plat and PUD Plan is located south and adjacent to Highway 52 and approximately 1,430 feet west of County Road 29 ½. The proposed Preliminary Plat and PUD Plan is for a residential subdivision that will include 50 paired home residential lots. The development includes infrastructure, landscaping, green courts, and trail connections. The subdivision is 6.845 acres, more or less.

The property is a part of the overall Murata Farms PUD Plan and is zoned PUD accordingly. Filing No. 1 of the Murata Farms Final Plat and PUD Plan was approved in 2021 with a prior

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 21, 2024**

sketch plat plan pursuant to the Municipal Code. Filing No. 1 platted this property as a tract for future residential development, with PUD development standards to be provided at time of future development. Standards specific to this filing are proposed with this Preliminary Plat and PUD Plan.

Councilmember Barron questioned if the oil and gas site in between filing 2 and 3 has been addressed. Mr. McDermott responded stating the oil and gas site will not be developed and there will not be a road between filing 2 and 3. However, there will be a trail along Highway 52 that will connect filing 2 and 3.

Mayor Hubbard questioned when the paving on Gerry Avenue will begin. Mr. McDermott stated the paving of Gerry Avenue is a part of filing 1 which was previously approved. He stated they are beginning to start construction of public improvements for the roads.

Karen Henry with Henry Design group provided a presentation of Murata Farms Filing 3 for Council. The presentation included an overview of the site plan for filing 3, an illustration of what the paired homes and landscaping will look like, and improvements to Gerry Avenue to enhance the access into the neighborhood.

Councilmember Barron questioned who would be responsible for maintaining the open space between filing 2 and 3. Planning Director, Todd Hodges, stated the subdivision will be responsible for maintaining the open space. Tim Butler with COLA LLC also addressed this question stating the open space will be owned by the Metro District and will be not be developed, it will remain a natural open space. Mayor Hubbard asked if they could plant shrubbery along the edge of the open space to enhance the appearance of the natural open space. Mr. Butler stated the open space is part of filing 1 and they would need to speak with the Metro District regarding adding shrubbery.

Mayor Hubbard asked what the street width will be. Mrs. Henry stated the width of the street will be 26 feet wide and the fire department has approved the street size. Mayor Hubbard asked if there is room for parking on the street. Mrs. Henry responded stating no. However, there will be 16 off-street parking spaces scattered around the filing. Mayor Hubbard also asked if any of the units will have a master bedroom on the main floor. Mr. Butler stated there would not be any duplexes with a master bedroom on the main floor.

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 6:28 p.m.

It was moved by Bruce Fitzgerald and seconded by Claud Hanes to Approve Resolution 2024R027 ACCEPTING A PRELIMINARY PLAT AND PUD PLAN, KNOWN AS THE MURATA FARMS PRELIMINARY PLAT AND PUD PLAN, FILING NO. 3. Motion passed unanimously on roll call vote.

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FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 21, 2024**

AM 2024-088 Approving an Ordinance to Rezone Property Legally Described in Exhibit A of the Proposed Ordinance Known as the 100-114 McKinley Ave Change of Zone

Mayor Hubbard opened the public hearing at 6:29 p.m.

City Planner, Sean McDermott, provided an overview of the change of zone application.

Richard Ooi (owner and applicant) has submitted a request for rezoning of a property, legally described in Exhibit A of the proposed ordinance. The entire legal parcel is comprised of four lots, Lots 15-18 of Twombly's Addition, and is currently split zoned with Lots 15-17 zoned 'C-1' Neighborhood Commercial and Lot 18 zoned 'R-1A' Single- and Two-Family Residential. The proposed Change of Zone would rezone Lots 15-17 as 'R-1A' to match the rest of the parcel. The property is located north and adjacent to Highway 52 and east and adjacent to McKinley Ave.

In addition to the rezoning request, the applicant has submitted a Lot Line Adjustment for staff review to consolidate the property from four to two lots that separate the existing church and parsonage building into separate legal parcels. The applicant plans to use both lots as single-family residences. The Future Land Use Map designates this area as Single-Family Detached residential, which is in line with the Change of Zone request.

All applicable land use application fees have been paid and a fee deposit has been submitted to cover costs related to the application.

The Change of Zone, Lot Line Adjustment, and change of use from church to residential would create two new legal lots subject to property taxes.

Richard Ooi, owner and applicant, addressed Council regarding any questions or concerns they had. Councilmember Chris Ceretto asked if Mr. Ooi had any plans to put in a yard. Mr. Ooi stated yes. He plans to place shrubs and trees in the front yard and once he starts digging up the backyard, he will be able to determine what he wants to do with the backyard.

It was moved by Bruce Fitzgerald and seconded by Claud Hanes Approving an Ordinance 2024-1167 TO REZONE PROPERTY LEGALLY DESCRIBED IN EXHIBIT A OF THE PROPOSED ORDINANCE KNOWN AS THE 100-114 MCKINLEY AVE CHANGE OF ZONE. Motion passed unanimously on roll call vote.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 21, 2024**

ACTION MEMORANDUM

AM 2024-089 Approving a Resolution for the Tri-State Minor Subdivision Lot Line Adjustment and Accepting the Dedication of an Additional 15 Feet of Right-of-Way Along the Northern Half of 14th Street

The application is a Lot Line Adjustment (LLA), Project No. LLA24-002, to consolidate three lots into two, creating "Lot 1" and "Lot 2" of the JM Shafer Subdivision and the dedication of an additional 15 feet of Right-of-Way (ROW) along the north side of 14th Street. Tri-State is requesting a Lot Line Adjustment for Lot 1, owned by Thermo Cogeneration Partnership, LP (Tri-State) where the J.M. Shafer Generation Station is located. The adjacent and amended parcel, Lot 2, currently also owned by Tri-State, will be transferred to United Power as part of a legal settlement. Tri-State will be responsible for maintenance of all drainage facilities on both parcels in accordance with a cost-sharing agreement included in the easement that United Power will grant to Tri-State at closing.

Public Works deemed it necessary to acquire an additional 15 feet of ROW for the City along the northern side of 14th Street as part of this Lot Line Adjustment. Any dedication of ROW requires Council approval, thus the entire LLA is being brought to Council for approval.

Selena Kholer, Environmental Planner with Tri-State, provided an overview of Tri-State and the lot line adjustment. As part of United Powers withdrawal from Tri-State, Tri-State made an agreement for a purchasing sale of some of the assets that served United Power's members.

Councilmember Claud Hanes questioned if Tri-State's storm water issues have been resolved. Mrs. Kholer stated it has not been corrected. However, Tri-State is working with the City to Correct the issue. Roy Vestal, Public Works Director, stated the City is working with Tri-State and Atwood regarding the drainage way. Construction to correct the drainage is estimated to start in about a year and a half.

It was moved by Bruce Fitzgerald and seconded by Claud Hanes Approving Resolution 2024R028 FOR THE TRI-STATE MINOR SUBDIVISION LOT LINE ADJUSTMENT AND ACCEPTING THE DEDICATION OF AN ADDITIONAL 15 FEET OF RIGHT-OF-WAY ALONG THE NORTHERN HALF OF 14TH STREET. Motion passed unanimously on roll call vote.

AM 2024-090 Approving a Resolution for Transfer of Ownership of Special Use Permit, Project No. SUP2015-004 and a portion of Project No. SUP2014-002

Transfer of Ownership for these SUP requires City Council approval by Resolution due to language in Resolution No. 2015R003, and Resolution No. 2015R048. Tri-State has transferred ownership of various electric facilities to United Power, including facilities commonly known as

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 21, 2024**

the Greenhouse Substation, the Greenhouse-Davis Transmission Line and the Greenhouse-Colfer Transmission Line. SUP2015-004 approved the Greenhouse-Colfer Transmission Line. Tri-State proposes to transfer SUP2015-004 in its entirety to United Power. SUP2014-002 approved the Greenhouse Substation and the Greenhouse-Davis Transmission Line. It also approved the Greenhouse-Henry Lake Transmission Line which Tri-State will retain. Tri-State therefore proposes to transfer that portion of SUP2014-002 applicable to the Greenhouse Substation and the Greenhouse-Davis Transmission Line to United Power. Tri-State proposes no change to SUP2014-002 as it applies to the Greenhouse-Henry Lake Transmission Line. See attached Map of the facilities and rights-of-way to be transferred and those to be retained.

A separate AM and Resolution is being brought for the Plat Amendment due to additional ROW being dedicated as part of the review process, which requires Council approval.

It was moved by Claud Hanes and seconded Valerie Blackstone Approving Resolution 2024R029 FOR TRANSFER OF OWNERSHIP OF SPECIAL USE PERMIT, PROJECT NO. SUP2015-004 AND A PORTION OF PROJECT NO. SUP2014-002. Motion passed unanimously on roll call vote.

AM 2024-092 Approve Acceptance of the Revitalizing Main Streets (RMS) Opportunity 2 Program Grant from Colorado Department of Transportation (CDOT) to Reconstruct the Sidewalks on Harrison Avenue for a Maximum Grant Amount of \$250,000.00 with a 10 Percent Matching Funds

The City applied for a Main Street Grant for the sidewalks associated with the Harrison Avenue Reconstruction project in February 2024. We have been notified of award by CDOT.

Construction must be completed by July 31, 2025 in accordance with the terms of the grant agreement. Project has been bid out and awarded. Anticipated start of construction is beginning of June with completion contracted within 120-days. The sidewalk construction will be one of the first items to be completed following the storm sewer construction.

It was moved by Carlos Barron and seconded by Valerie Blackston Approving Acceptance of the Revitalizing Main Streets Opportunity 2 Program Grant from Colorado Department of Transportation to Reconstruct the Sidewalks on Harrison Avenue for a Maximum Grant Amount of \$250,000.00 with a 10 Percent Matching Funds. Motion passed unanimously on roll call vote.

FUTURE CITY EVENTS

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.

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FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 21, 2024**

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.

June 19, 2024 Welcome Wednesday, - Community Development Office
1200 Dexter St. Unit W13, 7:30 a.m. – 9:00 a.m.

UPCOMING MEETINGS

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.
June 11, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
June 18, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:54 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor



SUBJECT FOR DISCUSSION

Ratify the Mayor's Signature as the Consenting Party to an Agreement to Trade Augmentation Station Capacity between Tri-State Generation and United Water and Sanitation District on Behalf of the City of Fort Lupton Utility Enterprise Board.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Fort Lupton Utility Enterprise has a December 2018 agreement with Tri-State Generation and Transmission Association, which granted a lease of 5.3 cfs capacity in our Section 3 Fulton Ditch Augmentation structure to Tri-State. As part of the agreement Tri-State has proposed to exchange 2.21 cfs of its total 5.3 cfs of leased capacity in order to get flow capacity from United Water and Sanitation District in a different section of the Fulton ditch.

By signing the agreement between Tri-State and United, the City is acknowledging that it granted to Tri-State a lease of 5.3 cfs capacity in our Section 3 Fulton Ditch Augmentation structure and that it consents to Tri-State subleasing 2.21 cfs of that capacity to United Water.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

The City attorneys have reviewed and approved the agreement.

ALTERNATIVES/OPTIONS

Ratify the agreement

Don't Ratify the agreement

STAFF RECOMMENDATIONS

Staff recommends approval

Attachments:

- a. Amended Agreement to Trade Augmentation Station Capacity

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

AMENDED AGREEMENT TO TRADE AUGMENTATION STATION CAPACITY
FULTON IRRIGATING DITCH COMPANY AUGMENTATION STATIONS

This Amended Agreement to Trade Augmentation Station Capacity (“Agreement”) is made effective May 29, 2024, between the Tri-State Generation and Transmission Association, Inc. a Colorado cooperative corporation (“Tri-State”), and the United Water and Sanitation District, a quasi-municipal special district formed under the laws of the State of Colorado (“United”) (in individually a “Party” and jointly, the “Parties”).

RECITALS

WHEREAS the Parties own, control, and/or have interests in shares of the Fulton Irrigating Ditch Company (“Fulton”); and

WHEREAS, the Fulton runs the Fulton Ditch in three sections; and

WHEREAS, the Parties own and have changed in use Fulton shares that were historically used in various sections of the Fulton Ditch, and;

WHEREAS, Fulton requires shareholders who have changed their Fulton shares for augmentation and replacement purposes to deliver such augmentation and replacement water, and related return flow obligations, through augmentation stations located in the same Fulton Ditch section in which the shares were historically used for irrigation purposes, and;

WHEREAS, Tri-State and United entered into the original agreement in November of 2023 (“Original Agreement”) and that they intend for this Agreement to supersede the Original Agreement and;

WHEREAS, pursuant to Paragraph 7.1.1 of the December 2018 Amended and Restated Water Supply Infrastructure Development Agreement between the City of Fort Lupton, Utility Enterprise (“City”) and Tri-State (“Tri-State Agreement”), City granted Tri-State a perpetual lease to use 5.3 cfs capacity in City’s augmentation station identified in the Tri-State Agreement as the Fulton Ditch Section 3 Augmentation Station at the location generally described in Exhibit 8 of the Tri-State Agreement, which is located in Section 3 of the Fulton Ditch (the “Fort Lupton Augmentation Station”), and United needs capacity in an augmentation station located in Section 3, and;

WHEREAS, United owns an augmentation station located in Section 2 of the Fulton in the SW¼ of the NW¼ of Section 9, Township 1 North, Range 66 West of the 6th P.M., Weld County, Colorado, a distance of approximately 1,460 feet from the North Section line and 560 feet from the West section line (the “United Section 2 Augmentation Station”), and Tri-State needs capacity in an augmentation station located in Section 2, and;

WHEREAS, the Parties desire to trade capacity in the Fort Lupton Augmentation Station and the United Section 2 Augmentation Station so they can make augmentation, replacement, and return flows through the augmentations stations pursuant to the terms set forth herein.

AGREEMENT

Now, therefore, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Trade of Capacity in Augmentation Stations. Tri-State agrees to sublease to United 2.21 cfs of Tri-State's total 5.3 cfs of leased capacity in the Fort Lupton Augmentation Station for use by United, East Cherry Creek Valley Water and Sanitation District ("ECCV") and Arapahoe County Water and Wastewater Authority ("ACWWA") subject to the Tri-State Agreement, and United leases to Tri-State 2.21 cfs of capacity in the United Section 2 Augmentation Station for Tri-State's use.

- a. Nothing in this Agreement modifies in any manner whatsoever the terms of the Tri-State Agreement, or the respective obligations of Tri-State or City thereunder. The use of United's sublease of 2.21 cfs of Tri-State's total 5.3 cfs of leased capacity in the Fort Lupton Augmentation Station is subject to the terms of the Tri-State Agreement.
- b. This Agreement is subject to termination as may otherwise occur pursuant to the Tri-State Agreement.
- c. If Tri-State's use of its leased capacity the Fort Lupton Augmentation Station (including the 2.21 cfs subleased to United) is terminated for any reason, Tri-State's lease of 2.21 cfs capacity in the United Section 2 Augmentation Station under this Agreement will automatically terminate unless otherwise agreed to in writing by the Parties. Likewise, if Tri-State's use of its leased capacity in United's Section 2 Augmentation Station is terminated for any reason, United's sublease of 2.21 cfs capacity in the Fort Lupton Augmentation Station will automatically terminate unless otherwise agreed to in writing by the Parties.

2. Term. The term of this Agreement is perpetual unless terminated in accordance with the terms of this Agreement or by agreement of the Parties in writing.

3. Tri-State and Fort Lupton Notification. United shall coordinate with Tri-State, and shall notify City Staff and/or City consultants and Tri-State (example at this time United would email Todd Williams (consultant for Fort Lupton) and copy Thomas Kennedy (TSGT-Water Resources) with augmentation flow requests), in advance of United's use of the 2.21 cfs of Tri-State's leased capacity of the City's Fulton Ditch Augmentation Station. United shall coordinate, with Tri-State, United's requested daily delivery amounts for a given month in advance of the start of a given month, and United shall notify City Staff and/or City consultants and Tri-State of the same. The Parties agree that the foregoing coordination and notifications are intended to assure delivery of the requested delivery amount on a daily basis, *provided* that the Parties agree that the City does not undertake any obligations by this Agreement.

4. United Notification. Tri-State shall coordinate with United, and shall notify United staff and/or United's consultants (example at this time, Tri-State would email Becca Evans at DiNatale Water Consultants, becca@dinatalewater.com, and copy Drew Damiano, drew@unitedwaterdistrict.com, with augmentation flow requests), in advance of Tri-States' use

of the 2.21 cfs capacity in United's Section 2 Augmentation Station. Tri-State shall coordinate, with United, Tri-State's requested daily delivery amounts for a given month in advance of the start of a given month. The Parties agree that the foregoing coordination and notifications are intended to assure delivery of the requested delivery amount on a daily basis.

5. Deliveries to Augmentation Stations. If deliveries to an augmentation station are less than has been requested by both Parties, the amount delivered will be divided pro-rata between the Parties. For purposes of example only, if Tri-State has requested 1.2 cfs, United has requested 1.0 cfs (a total request of 2.2 cfs), and only 1.8 cfs is delivered to the augmentation station (81.8% of the total requested), the delivery will be allocated 0.98 cfs to Tri-State and 0.82 cfs to United. Each Party is responsible for coordinating the delivery of their water to an augmentation station with the Fulton including the correction of any shortages in a delivery.

6. Transit Loss. The Parties using the augmentation stations shall bear pro rata water loss between the augmentation station headgate and the measuring device where deliveries to the South Platte River are measured, based on United's and Tri-State's percentage of the total water delivery through an augmentation station at any time. The Parties shall cooperate and take reasonable measures to prevent interference with the delivery of the Parties' water in the augmentation station, and to prevent the diversion of the Parties' water from the augmentation station by any other person.

7. Operation, Maintenance, and Repair Cost. Tri-State shall be responsible for the costs of operating, maintaining, and repairing its share of the Fort Lupton Augmentation Station pursuant to the terms and conditions of the Tri-State Agreement, and no such costs shall be allocated to United. Likewise, United shall be responsible for the costs of operating, maintaining, and repairing United Section 2 Augmentation Station, and no such costs shall be allocated to Tri-State.

8. Water rights and approvals. The Parties are each responsible for all permits, approvals and court decrees authorizing its use of the augmentations stations that are the subject of this Agreement.

9. City's consent. Pursuant to the Tri-State Agreement, Tri-State may not assign its rights, obligations, or duties, in whole or in part, without the prior written consent of City of Fort Lupton, Utility Enterprise, which consent shall not be unreasonably withheld. City's execution of this Agreement is for the limited purpose of acknowledging that by executing the Tri-State Agreement, the City granted Tri-State a perpetual lease to use 5.3 cfs capacity in the Fort Lupton Augmentation Station and demonstrating City's consent to Tri-State's sublease to United of 2.21 cfs of Tri-State's total 5.3 cfs of leased capacity in the Fort Lupton Augmentation Station for use by ECCV and ACWWA as described in this Agreement.

10. Fulton's consent. The Parties each will obtain all required consent of Fulton necessary to effectuate the purposes of this Agreement. The Parties agree to work together and to cooperate with each other and with Fulton to obtain such consent.

11. Dispute resolution. If a Party believes that a dispute under this Agreement requires immediate resolution, that Party (the "Complaining Party") may seek interlocutory injunctive

Tri-State/United Amended Agreement to Exchange Augmentation Station Capacity
May 2024
Page 4

relief at any time from the appropriate court. Alternatively, the Complaining Party may provide written notice to the other Party describing the dispute, and the Parties shall meet within 20 days to attempt to resolve the issues. Participants in the meeting shall include the President of United, and the Senior Manager, Fuel and Water Resources, Tri-State, or their respective designees. In the event the Parties are unable to resolve their dispute following such meeting, each Party may proceed as set forth below.

Subject to the foregoing, each Party has the right to pursue any remedy available at law or equity, provided, each Party hereby waives any right to special, indirect, consequential and/or punitive damages, including lost revenue. Each Party shall bear its own attorneys' fees.

12. Notice. Any notice under this Agreement, unless otherwise provided, shall be given in writing and hand-delivered, mailed, or emailed followed by hand-delivery or mail, to:

United: United Water and Sanitation District
 Attn: Andrew Damiano
 8301 E. Prentice Avenue, Suite 100
 Greenwood, CO 80111

With a copy to: Tod Smith, Esq.
 Law Office of Tod J. Smith, LLC
 5777 Central Ave., Suite 228
 Boulder, CO 80302

Tri-State: Tri-State Generation and Transmission Association, Inc.
 Attn: Senior Manager, Land Rights and Permitting
 1100 West 116th Avenue
 Westminster, CO 80234

With a copy to: Tri-State Generation and Transmission Association, Inc.
 Attn: Legal Department
 1100 West 116th Avenue
 Westminster, CO 80234

13. Miscellaneous provisions.

13.1 No assignment. Except as provided in this Agreement, neither Party may assign its rights or delegate its duties hereunder without the prior written consent of the other Party, and such consent shall not be unreasonably withheld.

13.2 Governing law and venue. This Agreement is made pursuant to and shall be construed in accordance with the laws of the State of Colorado. Venue for any dispute shall be in the District Court of Weld County.

13.3 Force majeure. Neither Party shall be liable for any delay or failure to perform due to conditions or events of force majeure; provided that: (i) the non-performing party gives the other

party prompt written notice describing the particulars of the occurrence of the force majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and (iii) the non-performing Party proceeds with all necessary diligence to remedy its inability to perform. As used herein, force majeure shall mean any delay or failure of a Party to perform its obligations caused by events beyond the Party's reasonable control and without the fault or negligence of the party, including, without limitation, (a) acts of God, (b) sudden actions of the elements such as floods, earthquakes, rock slides, avalanches, or tornadoes, (c) sabotage, (d) vandalism beyond that which can be reasonably prevented by the party, (e) terrorism, (f) war, (g) riots, (h) fire, (i) explosion, (j) severe and unusually wet, dry, cold, or hot weather, (k) extreme snow, (l) blockades, (m) insurrection, (n) strike, slowdown or other labor disruptions.

13.4 No warranty or guaranty of yield or suitability. The Parties do not warrant or guaranty the operation of the Fulton Ditch, the amount of water delivered to the augmentation stations by the Fulton Ditch, or the time that the Fulton Ditch operates, nor do the Parties guarantee the yield or suitability of any augmentation station or its suitability for the other party's purposes.

13.5 Entire agreement/Modifications. This Agreement contains the entire agreement of the Parties and neither Party has relied upon any fact or representation not expressly set forth herein. This Agreement supersedes all prior negotiations, representations, understandings, and agreements, including the Original Agreement, between the Parties. This Agreement may be changed, modified, or amended only by written instrument executed by the Parties.

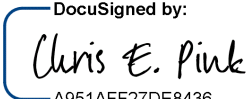
13.6 No third-party beneficiaries. There are no third-party beneficiaries of this Agreement. No third-party has any right to enforce this Agreement.

13.7 Joint draft. This Agreement was drafted by both Parties. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

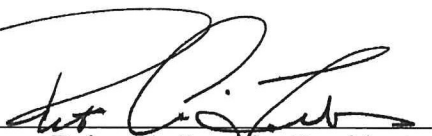
[Remainder of page intentionally left blank].

*Tri-State/United Amended Agreement to Exchange Augmentation Station Capacity
May 2024
Page 6*

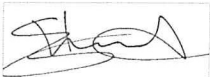
Tri-State Generation and Transmission Association, Inc.

DocuSigned by:

By: A951AEF27DE8436...
Christopher E. Pink
Senior Vice President of Operations

United Water & Sanitation District

By: 
Robert A. Lemke, President

City of Fort Lupton (consenting party)

By: 
May 29, 2024
Zo Hubbard, Mayor



SUBJECT FOR DISCUSSION

Ratify the Mayors Signature on the Contract with Best Cleaner Disposal, Inc. (BCD) for Trash Service to City Owned Facilities

SUMMARY STATEMENT/BACKGROUND DISCUSSION

City Staff made the decision to change the provider for trash service to City facilities due to service issues with the previous provider. BCD was chosen as the new provider. A contract was signed at the beginning of May.

A larger (3 yard) trash dumpster and a larger (2 yard) recycle dumpster were added for the 130 S McKinley Avenue location. The increased cost puts the cost of the contract at \$41,652.00 over the three-year life. In the new purchasing policy, any amount over \$40,000 requires council approval.

FINANCIAL CONSIDERATIONS

The trash was budgeted in various funds. The 2024 costs are less than charges from the City's previous carrier and so will fall within budgeted amounts for the year.

LEGAL/POLITICAL CONSIDERATIONS

None.

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Ratify the Mayors signature approving the contract with BCD.

Attachments: a. BCD Waste/Recycle Service Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Waste/Rcy Services Agreement (non hazardous)

Best Cleaner Disposal, Inc.

POB 369 . Brighton . 80601 303-659-3779

Date of Execution: ____ 5.18/24

ACCOUNT NAME: CITY OF FT LUPTON (MULTIPLE SITES) **INCREASE**
ACCOUNT CONTACT: DANIEL WELCH, MAINT SUPERVISOR
ACCOUNT SITE ADDRESS: **SEE SITE DESCRIPTIONS BELOW**
CONTACT EMAIL: DWELCH@FORTLUPTONCO.GOV
CONTACT PHONE: 303-857-6694 (MAIN) 720—466-6168 (DIRECT)
BILLING INFO: 203 S. HARRISON AVE, FT. LUPTON CO 80621
AP PHONE/EMAIL: EMAIL TO: FORTLUPTONAP@FORTLUPTONCO.GOV

SERVICES

<u>System</u>	<u>Quantity</u>	<u>Size</u>	<u>Frequency</u>	<u>Lock (yes/no)</u>	<u>Monthly Rate</u>
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CITY HALL

130 S MCKINLEY AVENUE

TRASH -- REAR LOAD	1	3	1 X WEEK		\$ 72.00
RECYCLE	1	2	1 X WEEK		\$ 63.00

COMMUNITY CENTER – different from Rec Center, but cans go next to each other
203 S. HARRISON

TRASH	1	3	1 X WEEK		\$ 72.00
RECYCLE	1	96	EOW		\$ 13.00

LIBRARY
370 S. ROLLIE

TRASH	1	3	1 X WEEK		\$ 72.00
RECYCLE	1	3	1 X WEEK		\$ 69.00

PW SHOP
800 12th ST

TRASH	1	8	1 X WEEK		\$ 129.00
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REC CENTER
203 S. HARRISON ST

TRASH	1	3	1 X WEEK		\$ 72.00
-------	---	---	----------	--	----------

PARK SHOP

203 S. HARRISON ST (actually behind Rec center down path go right then left – see building with 2 doors near construction fenced area)

(ADDING THIS AS OF 4/15)

TRASH	1	3	1 X WEEK	\$ 72.00
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CEMETRY

13750 WCR 12

TRASH	2	3	1 X WEEK	\$ 139.00
-------	---	---	----------	-----------

PEARSON PARK

0 HWY 52

TRASH	1	6	1 X WEEK	\$ 85.00
-------	---	---	----------	----------

GOLF COURSE CLUBHOUSE

222 CLUBHOUSE DRIVE

TRASH	1	6	2 X WEEK	\$ 164.00
-------	---	---	----------	-----------

GOLF COURSE MAINTENANCE SHOP

465 COLLEGE AVE

TRASH – REAR LOAD	1	3	1 X WEEK	\$ 72.00
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RECYCLE- REAR LOAD	1	2	1 X WEEK	\$ 63.00
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****Any sites held by contract by incumbent, if City wishes to HOLD SERVICES, will be excluded until such time as City can be totally released to any obligations. CITY TO NOTIFY BCD OF ANY SITE TO HOLD SERVICE or services will be performed. (This is exclusion to EXCLUSIVE RIGHTS in TC)**

MAX ANNUAL INCREASE IS 4% MSW, 4-8% RECYCLING

NO INCREASE FOR 12 MONTHS

ALL INCREASES MUST BE ISSUED WITH 30 DAY ADVANCE WRITTEN NOTICE TO CITY

NO ADDED TAXES OR FEES

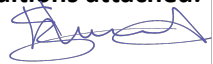
DELIVERY/START: MAY 20 OR SOONER IF POSSIBLE

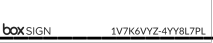
ADDING A 2CY FOR RECYCLE AT CITY HALL (BRNG ON 96 GAL CART)

SWAP 2 FOR A 3 FOR MSW AT CITY HALL PER LEANN

Signatory is authorized and accepts service and

Terms/Conditions attached:

Name/Title 

Signature:  box SIGN 1V7K6VYZ-4YYBL7PL

DATE: May 29, 2024

BEST CLEANER DISPOSAL, INC.:

Name/Title: Coco Wells, Sales Manager

Signature: **Coco Wells**

DATE 5/18/24



SUBJECT FOR DISCUSSION

Approving the Resolution Ratifying the Appointment of Sierra Fedder as a Member of the Fort Lupton Urban Renewal Authority to Serve as the Alternate Member for a Term Expiring June 4, 2029.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Pursuant to the bylaws of the Fort Lupton Urban Renewal Authority (Authority), the Authority may consist of nine (9) members and one (1) alternate who shall be appointed by the Mayor, with the consent of City Council. Sierra Fedder has expressed interest in serving as the Alternate Member to FLURA.

Sierra Fedder's application has been received by FLURA staff and approved by the Mayor.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

- 1) Approve the proposed resolution
- 2) Deny the proposed resolution.

STAFF RECOMMENDATIONS

Staff recommends approval of Sierra Fedder's appointment to the Fort Lupton Urban Renewal Authority for a term expiring on June 4, 2029

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2024RXXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE APPOINTMENT OF SIERRA FEDDER AS A MEMBER OF THE FORT LUPTON URBAN RENEWAL AUTHORITY, TO SERVE AS THE ALTERNATE MEMBER, FOR A TERM EXPIRING JUNE 4, 2029

WHEREAS, the current alternate position is vacant; and

WHEREAS, Sierra Fedder has expressed interest to serve on the Fort Lupton Urban Renewal Authority; and

WHEREAS, the Mayor, with consent of City Council, appoints members to the Board pursuant to Bylaws of the Fort Lupton Urban Renewal Authority and Colorado Urban Renewal Law; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council appoint Sierra Fedder for a five-year term as the Alternate Member, for a term expiring on June 4, 2029 to the Fort Lupton Urban Renewal Authority.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 4th 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



SUBJECT FOR DISCUSSION

Approving a School Resource Officer Pay Increase and Promotion, Effective August 2024

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Over the last several years the Police Department (PD) School Resource Officer (SRO) program has grown and now encompasses four full-time employees. SROs receive specialized training and work in a job specific environment, somewhat unique from other PD employees. SROs work closely with School District staff members and build relationships fostering an effective program. Because of the highly specialized function of the SRO program, the PD is seeking to promote a supervisor over the unit. This would not increase PD staff.

FINANCIAL CONSIDERATIONS

The Sergeant promotion would require a pay increase of about 5%. 75% of the salary cost is paid directly by the School District. The School Superintendent supports this promotion and accepts his share of the cost. The remaining 25% of the salary increase can be absorbed by the current PD salary and benefits budget. The increase in cost would be factored in to future budget processes.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Approve the promotion.
2. Do not approve the promotion.

STAFF RECOMMENDATIONS

Staff recommends approving the promotion.

Attachments:

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



SUBJECT FOR DISCUSSION

Approving the Purchase of Three Chevy Police Vehicles in the Amount of \$152,652.00.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Fort Lupton Police Department is purchasing three Chevy Police Tahoes to replace aging fleet vehicles. The vehicles were purchased through the government bid process, at a cost of \$50,884 per vehicle. Costs of vehicle upfit and associated equipment were in a separate AM.

FINANCIAL CONSIDERATIONS

Funding for this purchase was included in the approved 2024 Police Department Capital Expenditure budget.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

N/A

STAFF RECOMMENDATIONS

Staff recommends approval of the purchase.

Attachments:

- a. Invoice
- b. Exemption Request Form

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

PURCHASE AGREEMENT**THIS IS A LEGAL CONTRACT. READ ALL TERMS AND CONDITIONS.**

SELLER: JOHN ELWAY CHEVROLET 5200 SOUTH BROADWAY ENGLEWOOD, CO 80113		BUYER / CO-BUYER: FT LUPTON CITY OF 130 SOUTH MCKINLEY AVE FORT LUPTON CO 80621		
Salesperson SARAH DUDGEON		Phone		
Vehicle Year / Make / Model 2024 CHEVROLET TAHOE	VIN 1GNSKLED5RR220265	Mileage 15	Color BLACK	Stock # RR220265
Trade-In #1			Allowance N/A	Payoff N/A
Payoff to:				
Trade-In #2			Allowance N/A	Payoff N/A
Payoff to:				

TERMS AND CONDITIONS

- THE BUYER'S GUIDE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.**
- SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL USED VEHICLES ARE SOLD "AS IS" WITH ALL FAULTS, EXCEPT AS OTHERWISE STATED IN WRITING.**
- SELLER DOES NOT GUARANTEE FINANCING.** If the initial financing or lease is not approved, Buyer hereby grants Seller permission to negotiate with finance companies for a variation in terms. If Buyer accepts new financing or lease, Buyer shall execute new contracts. If Buyer does not accept new financing, Buyer can pay for the vehicle in full or immediately return the vehicle to Seller subject to use charges and reimbursement for any damage to the vehicle. If Buyer does not pay for the vehicle in full or agree to new financing, Seller can cancel this sale. If Buyer does not immediately return the vehicle to Seller then Seller may repossess the vehicle without notice and Buyer shall be responsible for repossession charges. Buyer authorizes Seller to apply any Down Payment to any amount owed to Seller for use charges, damage to the vehicle, or repossession charges.
- Arbitration.** Any dispute related to this transaction shall be resolved in a Colorado small claims court subject to that court's jurisdiction, unless such action is transferred, removed, or appealed to a different court. Any disputes involving amounts in excess of the jurisdiction of the small claims court shall be fully and finally resolved by binding arbitration, at either party's election. Binding arbitration shall be before a single arbitrator in the county where Seller is located.

Selling Price	\$	50884.00
Additions:		
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
Delivery & Handling.		N/A
THIS CHARGE REPRESENTS COSTS AND ADDITIONAL PROFIT TO THE SELLER.		
Total Additions	\$	N/A
Total Purchase Price	\$	50884.00
Trade-In Allowance. The actual cash value of the trade-in vehicle may be less	\$	N/A
Net Taxable Amount	\$	50884.00
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
Total Taxes and Fees. Tax is an estimate only. Buyer is responsible for any additional tax due.	\$	N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
Total Non-Taxable Additions	\$	N/A
Payoff on Trade-In(s)	\$	N/A
If actual Payoff is greater, Buyer must pay the additional.		
Total	\$	50884.00
Rebate(s)	\$	N/A
Down Payment	\$	N/A
Balance Due on Delivery	\$	50884.00

The single arbitrator shall be appointed by **JUDICIAL ARBITER GROUP IN DENVER**

in accordance with legal principles and its Binding Arbitration Rules. Buyer shall pay the initial arbitration costs up to \$200.00, and thereafter Seller shall pay any remaining arbitration costs. Buyer and Seller shall be responsible for their own costs and expenses associated with the arbitration, including attorneys' fees and expert fees, if any. **BUYER UNCONDITIONALLY WAIVES THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE AS A MEMBER OR REPRESENTATIVE OF ANY CLASS IN ANY CLASS ACTION OR CLASS ARBITRATION.** The arbitration shall be governed by the Federal Arbitration Act and, to the extent not inconsistent therewith, the Colorado Uniform Arbitration Act. If any part of this provision is found void or unenforceable, the remaining provisions shall remain in full force and effect. This arbitration provision shall not apply to replevin or injunction claims.

The Buyer agrees to purchase the vehicle from the Seller under the terms and conditions in this Contract. BUYER HAS READ AND AGREES TO ALL THE PROVISIONS ON ALL PAGES OF THIS CONTRACT. THIS CONTRACT IS NOT BINDING UNTIL ACCEPTED BY SELLER. Buyer, by signing this Contract, acknowledges that he or she has read all terms and conditions and has received a copy of this Contract. BUYER CERTIFIES he or she is 18 years of age or older.

Buyer _____
Date **04/15/2024**

Accepted by Authorized Dealer Representative _____
Date **04/15/2024**

Co-Buyer **N/A** _____
Date

39807*1*EC-FI

PURCHASE AGREEMENT**THIS IS A LEGAL CONTRACT. READ ALL TERMS AND CONDITIONS.**

SELLER: JOHN ELWAY CHEVROLET 5200 SOUTH BROADWAY ENGLEWOOD, CO 80113		BUYER / CO-BUYER: FT LUPTON CITY OF 130 SOUTH MCKINLEY AVE FORT LUPTON CO 80621	
Salesperson SARAH DUDGEON		Phone	
Vehicle Year / Make / Model 2024 CHEVROLET TAHOE	VIN 1GNSKLED0RR220304	Mileage 15	Color BLACK
Trade-In #1			Stock # RR220304
Payoff to:		Allowance N/A	Payoff N/A
Trade-In #2			
Payoff to:		Allowance N/A	Payoff N/A

TERMS AND CONDITIONS

- THE BUYER'S GUIDE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.**
- SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL USED VEHICLES ARE SOLD "AS IS" WITH ALL FAULTS, EXCEPT AS OTHERWISE STATED IN WRITING.**
- SELLER DOES NOT GUARANTEE FINANCING.** If the initial financing or lease is not approved, Buyer hereby grants Seller permission to negotiate with finance companies for a variation in terms. If Buyer accepts new financing or lease, Buyer shall execute new contracts. If Buyer does not accept new financing, Buyer can pay for the vehicle in full or immediately return the vehicle to Seller subject to use charges and reimbursement for any damage to the vehicle. If Buyer does not pay for the vehicle in full or agree to new financing, Seller can cancel this sale. If Buyer does not immediately return the vehicle to Seller then Seller may repossess the vehicle without notice and Buyer shall be responsible for repossession charges. Buyer authorizes Seller to apply any Down Payment to any amount owed to Seller for use charges, damage to the vehicle, or repossession charges.
- Arbitration.** Any dispute related to this transaction shall be resolved in a Colorado small claims court subject to that court's jurisdiction, unless such action is transferred, removed, or appealed to a different court. Any disputes involving amounts in excess of the jurisdiction of the small claims court shall be fully and finally resolved by binding arbitration, at either party's election. Binding arbitration shall be before a single arbitrator in the county where Seller is located.

The single arbitrator shall be appointed by **JUDICIAL ARBITER GROUP IN DENVER**

in accordance with legal principles and its Binding Arbitration Rules. Buyer shall pay the initial arbitration costs up to \$200.00, and thereafter Seller shall pay any remaining arbitration costs. Buyer and Seller shall be responsible for their own costs and expenses associated with the arbitration, including attorneys' fees and expert fees, if any. **BUYER UNCONDITIONALLY WAIVES THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE AS A MEMBER OR REPRESENTATIVE OF ANY CLASS IN ANY CLASS ACTION OR CLASS ARBITRATION.** The arbitration shall be governed by the Federal Arbitration Act and, to the extent not inconsistent therewith, the Colorado Uniform Arbitration Act. If any part of this provision is found void or unenforceable, the remaining provisions shall remain in full force and effect. This arbitration provision shall not apply to replevin or injunction claims.

The Buyer agrees to purchase the vehicle from the Seller under the terms and conditions in this Contract. BUYER HAS READ AND AGREES TO ALL THE PROVISIONS ON ALL PAGES OF THIS CONTRACT. THIS CONTRACT IS NOT BINDING UNTIL ACCEPTED BY SELLER. Buyer, by signing this Contract, acknowledges that he or she has read all terms and conditions and has received a copy of this Contract. BUYER CERTIFIES he or she is 18 years of age or older.

Buyer _____ Date **04/15/2024**

 Co-Buyer _____ Date **N/A**

Accepted by _____ Date **04/15/2024**
 Authorized Dealer Representative

39807*1*EC-FI

PURCHASE AGREEMENT**THIS IS A LEGAL CONTRACT. READ ALL TERMS AND CONDITIONS.**

SELLER: JOHN ELWAY CHEVROLET 5200 SOUTH BROADWAY ENGLEWOOD, CO 80113		BUYER / CO-BUYER: FT LUPTON CITY OF 130 SOUTH MCKINLEY AVE FORT LUPTON CO 80621	
Salesperson SARAH DUDGEON		Phone	
Vehicle Year / Make / Model 2024 CHEVROLET TAHOE	VIN 1GNSKLED3RR220281	Mileage 15	Color BLACK
Trade-In #1		Allowance	Payoff
Payoff to:		N/A	N/A
Trade-In #2		Allowance	Payoff
Payoff to:		N/A	N/A

TERMS AND CONDITIONS

- THE BUYER'S GUIDE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.**
- SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL USED VEHICLES ARE SOLD "AS IS" WITH ALL FAULTS, EXCEPT AS OTHERWISE STATED IN WRITING.**
- SELLER DOES NOT GUARANTEE FINANCING.** If the initial financing or lease is not approved, Buyer hereby grants Seller permission to negotiate with finance companies for a variation in terms. If Buyer accepts new financing or lease, Buyer shall execute new contracts. If Buyer does not accept new financing, Buyer can pay for the vehicle in full or immediately return the vehicle to Seller subject to use charges and reimbursement for any damage to the vehicle. If Buyer does not pay for the vehicle in full or agree to new financing, Seller can cancel this sale. If Buyer does not immediately return the vehicle to Seller then Seller may repossess the vehicle without notice and Buyer shall be responsible for repossession charges. Buyer authorizes Seller to apply any Down Payment to any amount owed to Seller for use charges, damage to the vehicle, or repossession charges.
- Arbitration.** Any dispute related to this transaction shall be resolved in a Colorado small claims court subject to that court's jurisdiction, unless such action is transferred, removed, or appealed to a different court. Any disputes involving amounts in excess of the jurisdiction of the small claims court shall be fully and finally resolved by binding arbitration, at either party's election. Binding arbitration shall be before a single arbitrator in the county where Seller is located.

INVOICE

Selling Price	\$	50884.00
Additions:		
N/A	N/A	
N/A	N/A	
N/A	N/A	
N/A	N/A	
N/A	N/A	
Delivery & Handling.	N/A	
THIS CHARGE REPRESENTS COSTS AND ADDITIONAL PROFIT TO THE SELLER.		
Total Additions	\$	N/A
Total Purchase Price	\$	50884.00
Trade-In Allowance. The actual cash value of the trade-in vehicle may be less	\$	N/A
Net Taxable Amount	\$	50884.00
N/A	N/A	
N/A	N/A	
N/A	N/A	
N/A	N/A	
N/A	N/A	
Total Taxes and Fees. Tax is an estimate only. Buyer is responsible for any additional tax due.	\$	N/A
N/A	N/A	
N/A	N/A	
N/A	N/A	
N/A	N/A	
Total Non-Taxable Additions	\$	N/A
Payoff on Trade-In(s)	\$	N/A
If actual Payoff is greater, Buyer must pay the additional.		
Total	\$	50884.00
Rebate(s)	\$	N/A
Down Payment	\$	N/A
Balance Due on Delivery	\$	50884.00

The single arbitrator shall be appointed by **JUDICIAL ARBITER GROUP IN DENVER**

in accordance with legal principles and its Binding Arbitration Rules. Buyer shall pay the initial arbitration costs up to \$200.00, and thereafter Seller shall pay any remaining arbitration costs. Buyer and Seller shall be responsible for their own costs and expenses associated with the arbitration, including attorneys' fees and expert fees, if any. **BUYER UNCONDITIONALLY WAIVES THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE AS A MEMBER OR REPRESENTATIVE OF ANY CLASS IN ANY CLASS ACTION OR CLASS ARBITRATION.** The arbitration shall be governed by the Federal Arbitration Act and, to the extent not inconsistent therewith, the Colorado Uniform Arbitration Act. If any part of this provision is found void or unenforceable, the remaining provisions shall remain in full force and effect. This arbitration provision shall not apply to replevin or injunction claims.

The Buyer agrees to purchase the vehicle from the Seller under the terms and conditions in this Contract. BUYER HAS READ AND AGREES TO ALL THE PROVISIONS ON ALL PAGES OF THIS CONTRACT. THIS CONTRACT IS NOT BINDING UNTIL ACCEPTED BY SELLER. Buyer, by signing this Contract, acknowledges that he or she has read all terms and conditions and has received a copy of this Contract. BUYER CERTIFIES he or she is 18 years of age or older.

04/15/2024
Buyer _____
Date _____

N/A
Co-Buyer _____
Date _____

04/15/2024
Accepted by Authorized Dealer Representative _____
Date _____

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City of Fort Lupton
Exemption Request Form

Per the resolution adopted by City Council on 12/5/2023 adopting procurement policies effective 1/1/2024, there are exemptions to formal procurement. If the reason for exemption is hardship, sole source, or professional services over \$30,000, this form must be completed by the Department Head and the proper approval must be obtained.

Supplies, Products, Services Desired to be Purchased: Chevy Police Vehicles (3)

Which reason is this exemption request form being used: Government bid

Justification for Exemption (can also attach if desired):

The City of Fort Lupton Police Department ordered three Chevy Police Tahoes through government bid to replace aging fleet vehicles. Funding for this purchase was included in the 2024 Police Capital Projects budget.



Department Head Signature

5/30/24

Date



Finance Director Signature

5/30/24

Date



City Administrator Signature

5/30/24

Date



Upcoming Events

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.
June 19, 2024	Welcome Wednesday - Community Development Office 1200 Dexter St. Unit W13, 7:30 a.m. – 9:00 a.m.
July 6, 2024	Independence Day Celebration – Community Park, Fort Lupton Recreation Center, 203 S. Harrison Ave.