



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, July 2, 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. July 2, 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. June 18, 2024 City Council Meeting Minutes**
- b. AM 2024-108 Award Change Order #1 to Contract with Vance Brothers, Inc. for an Amount Not to Exceed \$27,617.35 for the 2024 Crack Seal/Slurry Seal Project from the Street Sales Tax Fund**
- c. AM 2024-109 Approve the Payment of Supplemental Invoice to Northern Colorado Water Conservation District for Windy Gap Carriage Assessment Paid from the Utility Fund for an Amount Not to Exceed \$45,651.72**
- d. AM 2024-112 Approving the Purchase of Verti-cutter Reels for Coyote Creek Golf Course for an Amount Not to Exceed \$15,013.00**

Action Memorandum

- a. AM 2024-110 Approve Mayor's Signing of Silicon Ranch Corporation Limited Access Agreement for Survey and Pothole Access Along Highway 52 Frontage for the Water Tower Project Design Work**
- b. AM 2024-111 Approve Mayor's Signing of Tri-State Generation and Transmission Association, Inc. Temporary License Agreement for Survey and Pothole Access Along Highway 52 Frontage for the Water Tower Project Design Work**
- c. AM 2024-113 Award of Contract to Wohnrade Civil Engineers for an Amount Not to Exceed \$92,000.00 for the 9th Street Extension Project from the Street Sales Tax Fund**

Information Memorandum

- a. IM 2024-012 Update on the Opioid Settlement to Include Kroger Co.**
- b. IM 2024-013 Police Chief Promotion**

Staff Reports

Mayor/Council Reports

Future City Events

- a. July 2, 2024 Upcoming Events

Upcoming Meetings

- a. July 9, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
July 16, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
July 30, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
August 6, 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: 06/19/2024 - 07/02/2024

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						
000040	AFLAC	06/25/2024	Regular	0.00	2,898.44	102673
340602	Invoice	06/11/2024	GF-SUPPLEMENTAL INS FOR JUNE 2024-HR	0.00	2,898.44	
002941	AMERITAS LIFE INSURANCE CORP	06/25/2024	Regular	0.00	8,394.12	102674
010-57637-01 D...	Invoice	07/01/2024	GF-DENTAL INS FOR JULY 2024-HR	0.00	7,376.24	
010-57637-02 VIS...	Invoice	07/01/2024	GF-VISION INS FOR JULY 2024-HR	0.00	1,017.88	
003357	ANNA-MARIE CUNEY	06/25/2024	Regular	0.00	85.79	102675
061424	Invoice	06/14/2024	GF-MEAL REIMBURSEMENT, TRAINING IN ...	0.00	85.79	
003524	BEST CLEANER DISPOSAL	06/25/2024	Regular	0.00	789.50	102676
9721	Invoice	06/12/2024	GF-TRASH SERVICE FOR JUNE 2024-FAC	0.00	81.50	
9722	Invoice	06/16/2024	GF-TRASH SERVICE FOR JULY 24-FAC	0.00	135.00	
9744	Invoice	06/18/2024	GF-TRASH SERVICE FOR JULY 2024-PARKS	0.00	85.00	
9748	Invoice	06/18/2024	GOLF-TRASH SERVICE FOR JULY 2024-MAI...	0.00	135.00	
9754	Invoice	06/16/2024	CEM-JULY 2024 TRASH SERVICE-CEMETERY	0.00	139.00	
9758	Invoice	06/18/2024	GF-TRASH SERVICE FOR JULY 2024-	0.00	129.00	
9763	Invoice	06/18/2024	CPR-TRASH SERVICE FOR JULY 2024-COM...	0.00	85.00	
002853	BUCKEYE CLEANING CENTER	06/25/2024	Regular	0.00	4,397.85	102677
90586682	Invoice	06/01/2024	GOLF-PAPER TOWELS, TP, TRASH LINERS-...	0.00	270.53	
90587674	Invoice	06/01/2024	GOLF-PAPER PRODUCTS, HAND CLEANER-...	0.00	542.01	
90587883	Invoice	06/01/2024	GOLF-TRASH LINER-PRO SHOP	0.00	95.86	
90591376	Invoice	06/13/2024	GF-CLEANING SUPPLIES-FAC	0.00	3,489.45	
001715	BUFFALO BRAND SEED	06/25/2024	Regular	0.00	2,338.00	102678
24-03831-OP	Invoice	06/07/2024	GOLF-GRASS SEED-MAINT	0.00	2,338.00	
000183	CALLAWAY GOLF SALES COMPANY	06/25/2024	Regular	0.00	2,252.19	102679
938426307	Invoice	06/10/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	255.18	
938450937	Invoice	06/13/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	1,903.59	
938450979	Invoice	06/13/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	93.42	
000182	CEM SALES & SERVICE INC	06/25/2024	Regular	0.00	3,520.00	102680
163355	Invoice	06/06/2024	GF-CHEMICALS FOR SPLASH PADS-PARKS	0.00	990.00	
163356	Invoice	06/06/2024	REC-CHEMICALS-REC CENTER	0.00	2,530.00	
000268	COLORADO ANALYTICAL LAB	06/25/2024	Regular	0.00	24.00	102681
240610062	Invoice	06/11/2024	UF-DRINKING WATER TESTING-W LINES	0.00	24.00	
003585	COLORADO WATER WELL PM LLC	06/25/2024	Regular	0.00	420.00	102682
367	Invoice	06/18/2024	UF-REPAIRS TO NP PUMPHOUSE-NOPOT	0.00	420.00	
000306	COMCAST BUSINESS	06/25/2024	Regular	0.00	2,171.65	102683
204652068	Invoice	06/01/2024	Comcast Phones	0.00	2,171.65	
000307	COMCAST CABLE COMM, LLC	06/25/2024	Regular	0.00	271.60	102684
0120790 JUNE24	Invoice	06/18/2024	GOLF-JUNE 2024 PHONE/INTERNET SERVI...	0.00	271.60	
003032	COOPER LOGAN	06/25/2024	Regular	0.00	850.00	102685
061824	Invoice	06/18/2024	CPR-ENTERTMNT FOR SPLASHPAD GRND ...	0.00	850.00	
000445	EWING IRRIGATION PRODUCTS INC	06/25/2024	Regular	0.00	41.41	102686
22496849	Invoice	06/05/2024	GOLF-POLYSPUN FABRIC-MAINT	0.00	41.41	
000461	FERRELLGAS LP	06/25/2024	Regular	0.00	338.64	102687
1126770406	Invoice	06/01/2024	GOLF-PROPANE/LATE FEES-MAINT	0.00	338.64	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000513	G & G EQUIPMENT	06/25/2024	Regular	0.00	400.00	102688
150199	Invoice	06/12/2024	GF-TIRE AND RIM-PARKS	0.00	400.00	
000567	HIGH COUNTRY BEVERAGE CORP	06/25/2024	Regular	0.00	1,974.40	102689
W-6822623	Invoice	06/10/2024	GOLF-BEVERAGES-PRO SHOP	0.00	1,974.40	
000640	JEANELLE ANDERSEN	06/25/2024	Regular	0.00	170.40	102690
061724	Invoice	06/17/2024	GF-MILEAGE REIMBURSEMENT-COURT	0.00	170.40	
003361	JO ANN ROSSI	06/25/2024	Regular	0.00	1,630.15	102691
061824	Invoice	06/18/2024	GF-TRAVEL REIMBURSEMENT CONFERENC...	0.00	1,630.15	
000657	JOHN ELWAY CHEVROLET	06/25/2024	Regular	0.00	152,652.00	102692
DEAL #295480	Invoice	06/17/2024	GF- (3) Chevy Tahoes-PD	0.00	50,884.00	
DEAL #295481	Invoice	06/17/2024	GF- (3) Chevy Tahoes-PD	0.00	50,884.00	
DEAL #295675	Invoice	06/17/2024	GF- (3) Chevy Tahoes-PD	0.00	50,884.00	
002977	JOSEPH ELLIOTT USA LLC	06/25/2024	Regular	0.00	609.00	102693
25847	Invoice	06/18/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	609.00	
000714	LEGACY SCHOOL OF DANCE LLC	06/25/2024	Regular	0.00	2,107.00	102694
061324	Invoice	06/13/2024	GF-REISSUE CK #72779, UNCLAIMED PROP...	0.00	2,107.00	
003316	MIGUEL IRAOLA	06/25/2024	Regular	0.00	300.00	102695
05312024	Invoice	06/01/2024	GF-MAY 2024 TRANSLATOR SERVICES-CO...	0.00	300.00	
000865	OFFICE DEPOT	06/25/2024	Regular	0.00	64.69	102696
366498485001	Invoice	06/04/2024	GF-DISHWASHER SOAP-ADMIN	0.00	46.29	
366500981001	Invoice	06/04/2024	GF-SHARPIES-ADMIN	0.00	18.40	
000869	OPERATIONS MANAGEMENT INT	06/25/2024	Regular	0.00	141,312.39	102697
351230-25-07	Invoice	07/01/2024	OMI Monthly Allocations	0.00	141,312.39	
001289	PAUL GROSSMAN	06/25/2024	Regular	0.00	118.21	102698
061324	Invoice	06/13/2024	GF-REIMBURSE MEALS FOR CASTRO CONF...	0.00	118.21	
001518	PETS EMERGENCY HOSPITAL	06/25/2024	Regular	0.00	650.00	102699
517332	Invoice	06/01/2024	GF-EMERGENCY VET SERVICES-PD	0.00	650.00	
000896	PETTY CASH-FINANCE	06/25/2024	Regular	0.00	106.56	102700
061824	Invoice	06/18/2024	GF-PETTY CASH REIMBURSEMENT-FIN	0.00	106.56	
000916	PRAIRIE MOUNTAIN MEDIA	06/25/2024	Regular	0.00	92.40	102701
0000385596	Invoice	06/01/2024	GF-PUBLIC NOTICE HEARING-	0.00	92.40	
003456	ROCKY MOUNTAIN PAWN INC	06/25/2024	Regular	0.00	10,640.00	102702
01/02/2024	Invoice	01/09/2024	Suppressor purchase	0.00	10,640.00	
003582	SNO ZONE	06/25/2024	Regular	0.00	500.00	102703
061324	Invoice	06/13/2024	CPR-GRAND REOPENING VENDOR-COM C...	0.00	500.00	
001040	STERICYCLE	06/25/2024	Regular	0.00	30.00	102704
8007407710	Invoice	06/01/2024	GF-SHREDDING SERVICE-CITY CL	0.00	30.00	
001052	SWIRE COCA-COLA, USA	06/25/2024	Regular	0.00	431.65	102705
41822035011	Invoice	06/14/2024	GOLF-BEVERAGES-PRO SHOP	0.00	431.65	
001895	TERMINIX	06/25/2024	Regular	0.00	174.00	102706
447672328	Invoice	06/24/2024	GOLF-PEST CONTROL-PRO SHOP	0.00	174.00	
001075	THE CONSOLIDATED MUTUAL	06/25/2024	Regular	0.00	476.79	102707
061124A	Invoice	06/11/2024	UF-MAY 2024 PERRY PIT DISCHARGE PUM...	0.00	58.89	
061124B	Invoice	06/11/2024	UF-MAY 2024 PERRY PIT WELL PUMP B-W ...	0.00	384.19	
061124C	Invoice	06/11/2024	UF-MAY 2024 WELL PUMP C-W STOR	0.00	33.71	
003584	TITAN CONSTRUCTION SERVICES	06/25/2024	Regular	0.00	1,500.00	102708

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061924	Invoice	06/19/2024	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	
003583	TREAT YO SELF COTTON CANDY	06/25/2024	Regular	0.00	225.00	102709
1005	Invoice	06/11/2024	REC-VENDOR FOR GRAND REOPENING-C...	0.00	225.00	
001137	UNITED POWER	06/25/2024	Regular	0.00	297.79	102710
10213507 MAY24	Invoice	06/14/2024	GF-ELECTRIC SERVICE MAY 2024-FAC	0.00	297.79	
003398	UNIVERSITY AUTO PARTS	06/25/2024	Regular	0.00	181.30	102711
203606	Invoice	06/10/2024	GF-AUTO MAINTENANCE-STREETS	0.00	82.77	
203809	Invoice	06/12/2024	GF-FUEL FILTERS, WHEEL NUT, PARTS-PAR...	0.00	98.53	
002826	VICTORIA MIRAGLIA	06/25/2024	Regular	0.00	129.16	102712
061324	Invoice	06/13/2024	GF-MEAL REIMBURSEMENT FOR CONFER...	0.00	129.16	
003570	WELL TESTING LLC	06/25/2024	Regular	0.00	130.00	102713
115618	Invoice	06/01/2024	GF-REPAIRS/MAINTENANCE PEARSON PA...	0.00	130.00	
001207	WESTERN DISTRIBUTING INC	06/25/2024	Regular	0.00	230.40	102714
800393	Invoice	06/14/2024	GOLF-BEVERAGES-PRO SHOP	0.00	230.40	
003569	XS DESIGN LLC	06/25/2024	Regular	0.00	3,620.00	102715
1436	Invoice	06/01/2024	GF-INSTALLATION OF RAILS, PICKLE BALL ...	0.00	3,620.00	
003590	PAIGE AVERY	06/21/2024	Regular	0.00	588.33	102716
062024	Invoice	06/20/2024	GF-REISSUE PR CHECK #5074-	0.00	588.33	
000567	HIGH COUNTRY BEVERAGE CORP	06/24/2024	Regular	0.00	1,274.25	102717
W-6805189	Invoice	06/01/2024	GOLF-BEVERAGES-PRO SHOP	0.00	1,274.25	
003328	A TO Z RECREATION, LLC	07/02/2024	Regular	0.00	119,103.00	102718
3872	Invoice	06/26/2024	GF-PLAYGROUND EQUIP COM PARK	0.00	119,103.00	
003151	A-1 BASE, INC	07/02/2024	Regular	0.00	255.46	102719
4063871-IN	Invoice	06/13/2024	GOLF-MOTOR GENERATOR-MAINT	0.00	255.46	
000034	ADT SECURITY SYSTEM	07/02/2024	Regular	0.00	401.47	102720
50576495 JULY24	Invoice	06/02/2024	REC-ALARM/SECURITY MONITORING FOR ...	0.00	401.47	
000044	AGFINITY INC	07/02/2024	Regular	0.00	4,192.73	102721
178225	Invoice	06/21/2024	GOLF-UNLEADED GASOHL-MAINT	0.00	3,063.28	
178226	Invoice	06/21/2024	GOLF-DYED DIESEL-MAINT	0.00	1,129.45	
002853	BUCKEYE CLEANING CENTER	07/02/2024	Regular	0.00	708.11	102722
90593046	Invoice	06/21/2024	GF-NITRILE GLOVES-FAC	0.00	53.00	
90593047	Invoice	06/21/2024	REC-JANITORIAL SUPPLIES-REC CENTER	0.00	655.11	
000183	CALLAWAY GOLF SALES COMPANY	07/02/2024	Regular	0.00	1,954.14	102723
938460175	Invoice	06/14/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	950.88	
938470518	Invoice	06/15/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	237.72	
938480013	Invoice	06/17/2024	GOLF-MERCHANDISE-PRO SHOP	0.00	765.54	
000182	CEM SALES & SERVICE INC	07/02/2024	Regular	0.00	350.00	102724
163326	Invoice	06/03/2024	REC-POOL/SPA CO2 INJECTORS-REC CENT...	0.00	350.00	
003053	CESAR PEREZ AGUIRRE	07/02/2024	Regular	0.00	150.00	102725
26	Invoice	06/25/2024	GF-FACE PAINTING FOR INDEPENDENCE D...	0.00	150.00	
000267	COLONIAL LIFE	07/02/2024	Regular	0.00	105.96	102726
78168200701959	Invoice	07/01/2024	GF-SUPPLEMENTAL INS FOR JULY 2024-HR	0.00	105.96	
000250	COLORADO ASSOCIATION OF CHIEFS OF POLICE	07/02/2024	Regular	0.00	960.00	102727
4929	Invoice	06/20/2024	GF-POST FORM D-SELF SCORE TESTS-HR	0.00	960.00	
000307	COMCAST CABLE COMM, LLC	07/02/2024	Regular	0.00	490.00	102728
0164533 JULY24	Invoice	07/01/2024	GF-INTERNET/PHONE JULY 2024 06/23-07...	0.00	220.15	

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0215335 JUNE24	Invoice	06/15/2024	GF-JUNE 2024 INTERNET SERVICES (VET O...	0.00	269.85	
003559	DRAKE DUO PRINTS LTD	07/02/2024	Regular	0.00	352.04	102729
1113	Invoice	06/18/2024	REC-T-SHIRTS FOR SK-REC CENTER	0.00	352.04	
003333	DUNRITE EXCAVATION	07/02/2024	Regular	0.00	1,500.00	102730
062024	Invoice	06/20/2024	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	
000472	FIVE STAR TIMING	07/02/2024	Regular	0.00	851.00	102731
20240615	Invoice	06/15/2024	REC-TIMING SERVICES FOR MAY DAY SK-R...	0.00	851.00	
002011	FRONT RANGE LUMBER COMPANY	07/02/2024	Regular	0.00	770.70	102732
38027/2	Invoice	06/25/2024	GOLF-SUPPLIES-MAINT	0.00	770.70	
001266	GOVCONNECTION INC	07/02/2024	Regular	0.00	94.95	102733
75371324	Invoice	06/06/2024	Azure Active Directory Premium P2 Gover...	0.00	94.95	
000567	HIGH COUNTRY BEVERAGE CORP	07/02/2024	Regular	0.00	1,310.75	102734
W-6834229	Invoice	06/24/2024	GOLF-BEVERAGES-PRO SHOP	0.00	1,450.30	
W-75910047	Credit Memo	06/24/2024	GOLF-CREDIT FOR RETURN OF BEVERAGES	0.00	-139.55	
003120	HUDSON LOCKERS, INC	07/02/2024	Regular	0.00	105.00	102735
423	Invoice	06/24/2024	GOLF-PREPACKAGED FOOD-PRO SHOP	0.00	105.00	
000590	IDEAL PRODUCTS INC	07/02/2024	Regular	0.00	1,370.10	102736
BAL24700	Invoice	06/20/2024	REC-LG OFFICE LOCKERS, FINAL PAYMENT...	0.00	1,370.10	
000616	J & T CONSULTING INC	07/02/2024	Regular	0.00	5,624.60	102737
2995	Invoice	06/25/2024	WST-2024 Water Resource Planning-water	0.00	5,624.60	
000618	J. J. KELLER & ASSOCIATES, INC	07/02/2024	Regular	0.00	322.66	102738
9109132393	Invoice	06/06/2024	GF-SUPPLIES-STREETS	0.00	322.66	
001786	JOHNSON CONTROLS SECURITY SOLUTIONS	07/02/2024	Regular	0.00	227.58	102739
40266984	Invoice	07/01/2024	CPR-SECURITY MONITORING 07/01-09/30...	0.00	227.58	
003588	LAUREN WEAVER	07/02/2024	Regular	0.00	110.00	102740
2007495.001	Invoice	06/07/2024	REC-SWIM LESSON REFUND-REC CENTER	0.00	110.00	
002975	LCC Inc	07/02/2024	Regular	0.00	174.00	102741
35419	Invoice	06/07/2024	GF-TIRES/O'RING-STREETS	0.00	174.00	
000735	LL JOHNSON DISTRIBUTING	07/02/2024	Regular	0.00	3,405.00	102742
115370-00	Invoice	06/07/2024	GOLF-CARBON AID/AQUARITINFOLIAR-MA...	0.00	3,405.00	
000795	MILE HIGH TURFGRASS, LLC	07/02/2024	Regular	0.00	3,843.65	102743
11564	Invoice	06/25/2024	GOLF-REPAIRS-MAINT	0.00	659.15	
11573	Invoice	06/25/2024	GOLF-CHEMICALS--MAINT	0.00	3,184.50	
003197	MONTY LEE STEPHEN	07/02/2024	Regular	0.00	121.04	102744
062424	Invoice	06/24/2024	GOLF-REIMBURSE FOR SUPPLIES TO REPL...	0.00	121.04	
003545	POINT AND PAY, LLC	07/02/2024	Regular	0.00	50.00	102745
062524	Invoice	06/25/2024	GF-MONTHLY FEE FOR MAY 2024-PLANNI...	0.00	50.00	
003587	RUBEN CHAVEZ	07/02/2024	Regular	0.00	130.00	102746
2007494.001	Invoice	06/17/2024	REC-SHELTER REFUND-REC CENTER	0.00	65.00	
2007497.001	Invoice	06/17/2024	REC-SHELTER REFUND-REC CENTER	0.00	65.00	
000991	SCNS SPORTS FOODS INC	07/02/2024	Regular	0.00	94.40	102747
211620	Invoice	06/20/2024	GOLF-PREPACKAGED FOOD-PRO SHOP	0.00	94.40	
002873	SOUL FOOD BAND LLC	07/02/2024	Regular	0.00	1,800.00	102748
0004	Invoice	06/26/2024	GF-BANKD FOR INDEPENDENCE DAY-COM...	0.00	1,800.00	
001022	SOUTHERN GLAZER'S OF CO	07/02/2024	Regular	0.00	219.40	102749

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3462705	Invoice	06/19/2024	GOLF-BEVERAGES-PRO SHOP	0.00	219.40	
001035	STANDARD INSURANCE CO.	07/02/2024	Regular	0.00	6,989.11	102750
00 759761 0001...	Invoice	07/01/2024	LI, AD&D, LTD, STD Ins Prem	0.00	6,989.11	
001052	SWIRE COCA-COLA, USA	07/02/2024	Regular	0.00	263.85	102751
41892163020	Invoice	06/19/2024	GOLF-PREPACKAGED GOODS-PRO SHOP	0.00	263.85	
002694	SYMMETRY ENERGY SOLUTIONS LLC	07/02/2024	Regular	0.00	1,502.68	102752
18530564	Invoice	06/24/2024	REC-MAY 2024 GAS SERVICE-REC CENTER	0.00	1,502.68	
002659	TAIT & ASSOCIATES, INC.	07/02/2024	Regular	0.00	203.75	102753
161630	Invoice	06/07/2024	GF-ADDL ENGINEERING SERV FOR HARRIS...	0.00	203.75	
001075	THE CONSOLIDATED MUTUAL	07/02/2024	Regular	0.00	1,327.71	102754
041024A	Invoice	06/10/2024	UF-MARCH 24 PERRY PIT DISCHARGE PU...	0.00	112.33	
041024B	Invoice	06/20/2024	UF-MARCH 24 WELL PUMP B-W STOR	0.00	446.62	
041024C	Invoice	06/20/2024	UF-MARCH 24 WELL PUMP C-W STOR	0.00	34.39	
051524A	Invoice	06/20/2024	UF-APRIL 24 PERRY PIT DISCHARGE PUMP...	0.00	87.15	
051524B	Invoice	06/20/2024	UF-APRIL 24 WELL PUMP B-W STOR	0.00	613.61	
051524C	Invoice	06/20/2024	UF-APRIL 24 WELL PUMP C-W STOR	0.00	33.61	
002812	THE HUNTINGTON NATIONAL BANK	07/02/2024	Regular	0.00	10,678.08	102755
8920892	Invoice	06/16/2024	GOLF-TORO TURF PACKAGE-MAINT	0.00	10,678.08	
001105	TOSHIBA FINANCIAL SERVICES	07/02/2024	Regular	0.00	283.52	102756
531864270	Invoice	07/01/2024	GOLF-COPIER LEASE JULY 2024-PR SHOP	0.00	283.52	
001147	USA BLUE BOOK	07/02/2024	Regular	0.00	1,040.79	102757
INV00386491	Invoice	06/06/2024	UF-PAINTING SUPPLIES-W LINES	0.00	1,040.79	
003019	VICTORY FIRE PROTECTION	07/02/2024	Regular	0.00	340.00	102758
12463524	Invoice	06/01/2024	GOLF-KITCHEN HOOD INSPECTION-PRO S...	0.00	340.00	
001224	XCEL ENERGY-GAS	07/02/2024	Regular	0.00	289.17	102759
882904945	Invoice	06/24/2024	GF-JUNE 2024 GAS SERVICE-	0.00	289.17	
001224	XCEL ENERGY-GAS	07/02/2024	Regular	0.00	149.41	102760
88233233	Invoice	06/19/2024	GOLF-JUNE 2024 GAS SERVICE-PRO SHOP	0.00	149.41	
003589	YESICA HERNANDEZ	07/02/2024	Regular	0.00	325.00	102761
2007498.001	Invoice	06/19/2024	REC-ROOM RENTAL REFUND-REC CENTER	0.00	325.00	
000024	ACE HARDWARE OF FORT LUPTON	06/25/2024	EFT	0.00	46.95	9001538
104273/1	Invoice	06/13/2024	GOLF-TIRE PLUG, FASTENERS, PARTS-MAI...	0.00	46.95	
001293	AMAZON.COM	06/25/2024	EFT	0.00	1,252.60	9001539
1KJN-V43Y-7J47	Invoice	06/05/2024	GF-MISC ITEMS-COMM EVENTS	0.00	1,252.60	
002122	BURNS & MCDONNELL ENGINEERING CO INC	06/25/2024	EFT	0.00	103,047.20	9001540
160868-11	Invoice	06/17/2024	UF-ENGINEERING FOR WATER TOWER-UF	0.00	103,047.20	
002723	EAGLE ROCK COMPANY OF COLO	06/25/2024	EFT	0.00	359.66	9001541
12729170	Invoice	06/17/2024	GOLF-BEVERAGES-PRO SHOP	0.00	240.80	
12729355	Invoice	06/17/2024	GOLF-BEVERAGES-PRO SHOP	0.00	118.86	
003300	FILMTEC CORPORATION	06/25/2024	EFT	0.00	120,497.95	9001542
951654909	Invoice	06/12/2024	UF-MEMCOR Filtration Skids & Parts-WTP	0.00	120,497.95	
000691	KONE INC	06/25/2024	EFT	0.00	140.80	9001543
871376571	Invoice	06/01/2024	REC-ELEVATOR MAINTENANCE FOR MAY ...	0.00	140.80	
000698	L.G. EVERIST, INC	06/25/2024	EFT	0.00	328.90	9001544
699219	Invoice	06/06/2024	UF-SQEEGEE-W LINES	0.00	328.90	
000862	O'REILLY AUTO PARTS	06/25/2024	EFT	0.00	1,314.68	9001545

Council Check Report

Date Range: 06/19/2024 - 07/02/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
4489-142412	Invoice	06/01/2024	SF-OIL & AIR FILTERS, MOTOR OIL-S LINES	0.00	140.88	
4489-145428	Invoice	06/12/2024	GF-FUEL/AIR FILTER-STREETS	0.00	179.06	
4489-145646	Invoice	06/13/2024	GF-OIL/AIR FILTERS, OIL-STREETS	0.00	190.09	
4489-145979	Invoice	06/14/2024	GF-5 GAL MOTOR OIL-STREETS	0.00	199.90	
4489-145981	Invoice	06/14/2024	GF-TMP GREASE, PARTS-PW SHOP	0.00	198.48	
4489-145982	Invoice	06/14/2024	GF-SYNTHETIC OIL-STREETS	0.00	86.28	
4489-145985	Invoice	06/14/2024	GF-PARTS-STREETS	0.00	319.99	
000931	R & L TIRES	06/25/2024	EFT	0.00	13.17	9001546
53486	Invoice	06/13/2024	GOLF-TIRE REPAIR-MAINT	0.00	13.17	
000999	SHAMROCK FOODS COMPANY	06/25/2024	EFT	0.00	3,989.15	9001547
31061165	Invoice	06/12/2024	GOLF-FOOD/PREPACKAGED FOOD/BEVER...	0.00	2,423.06	
31069385	Invoice	06/17/2024	GOLF-PREPACKAGED FOOD/FOOD/BEVER...	0.00	1,566.09	
001101	TODD HODGES DESIGN, LLC	06/25/2024	EFT	0.00	9,638.75	9001548
3607	Invoice	06/17/2024	GF-PLANNING SERVICES 06/03-06/16/24-P...	0.00	9,638.75	
003160	UNITEDHEALTHCARE INSURANCE COMPANY	06/25/2024	EFT	0.00	108,356.15	9001549
259039495486	Invoice	07/01/2024	GF-HEALTH INS FOR JULY 2024-HR	0.00	108,356.15	
000024	ACE HARDWARE OF FORT LUPTON	07/02/2024	EFT	0.00	114.22	9001550
104401/1	Invoice	06/24/2024	GOLF-STAPLES, CARBON FIBER STAPLES-M...	0.00	47.98	
104420/1	Invoice	06/25/2024	GOLF-FASTENERS-MAINT	0.00	16.32	
104439/1	Invoice	06/26/2024	GOLF-GLOVES, CONCRETE MIX, FASTENER...	0.00	49.92	
000048	AIRGAS USA LLC	07/02/2024	EFT	0.00	79.33	9001551
9150826749	Invoice	06/13/2024	GF-OXYGEN-PW SHOP	0.00	79.33	
001820	BADGER METER	07/02/2024	EFT	0.00	14,294.02	9001552
1666539	Invoice	06/26/2024	2" Meters	0.00	14,294.02	
002161	BOX INC	07/02/2024	EFT	0.00	49,873.96	9001553
INV11954571	Invoice	06/30/2024	GF-BOX KEYSAFE LICENSES (40)- IT	0.00	49,873.96	
002835	BRANDING BY BRE	07/02/2024	EFT	0.00	3,100.00	9001554
1272	Invoice	07/01/2024	GF-SOCIAL MEDIA MANAGEMENT-CITY CL	0.00	3,100.00	
000242	CIVICPLUS	07/02/2024	EFT	0.00	9,842.31	9001555
296413	Invoice	06/25/2024	GF-Licenses-Citizen Service Request Mobil...	0.00	9,842.31	
002723	EAGLE ROCK COMPANY OF COLO	07/02/2024	EFT	0.00	1,332.52	9001556
12755180	Invoice	06/24/2024	GOLF-BEVERAGES-PRO SHOP	0.00	118.86	
12755181	Invoice	06/24/2024	GOLF-BEVERAGES-PRO SHOP	0.00	230.50	
12755323	Invoice	06/24/2024	GOLF-BEVERAGES-PRO SHOP	0.00	134.40	
12755324	Invoice	06/24/2024	GOLF-BEVERAGES-PRO SHOP	0.00	602.76	
12756543	Invoice	06/24/2024	GOLF-BEVERAGES-PRO SHOP	0.00	246.00	
000698	L.G. EVERIST, INC	07/02/2024	EFT	0.00	330.98	9001557
701406	Invoice	06/20/2024	UF-SQUEEGEE-W LINES	0.00	330.98	
003164	LONGMONT AUTO BODY & GLASS	07/02/2024	EFT	0.00	3,347.17	9001558
RO# 3920	Invoice	06/26/2024	Unit 2006 Hail Damage Estimate	0.00	3,347.17	
000745	LOUIS A GRESH	07/02/2024	EFT	0.00	1,600.00	9001559
JUNE 2024	Invoice	06/25/2024	GF-ARRAINGMENT DOCKET FOR JUNE 202...	0.00	1,600.00	
000768	MASEK GOLF CAR OF COLORADO	07/02/2024	EFT	0.00	304.75	9001560
01-86273	Invoice	06/01/2024	GOLF-YAM CLEAR INFO HOLDER-MAINT	0.00	304.75	
000783	MEANDERING WITH MARY	07/02/2024	EFT	0.00	275.00	9001561
061124	Invoice	06/11/2024	CPR-JUNE 2024 CASINO TRIP-SENIORS	0.00	275.00	
000999	SHAMROCK FOODS COMPANY	07/02/2024	EFT	0.00	2,758.61	9001562
31083147	Invoice	06/20/2024	GOLF-FOOD/PREPACKAGED FOOD-PRO S...	0.00	1,289.77	

Council Check Report

Date Range: 06/19/2024 - 07/02/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
31092948	Invoice	06/23/2024	GOLF-PREPACKAGED FOOD/FOODBEVERA...	0.00	1,468.84	
003411	ULTIMATE DENT REMOVAL LLP	07/02/2024	EFT	0.00	17,120.45	9001563
2026	Invoice	06/11/2024	Hail Damage Repairs to unit 2003 PD	0.00	17,120.45	
001265	IRS	06/21/2024	Bank Draft	0.00	80.16	DFT0002419
INV0001597	Invoice	06/21/2024	Federal Withholding	0.00	80.16	
001418	CO DEPARTMENT OF REVENUE	06/21/2024	Bank Draft	0.00	6.00	DFT0002420
INV0001598	Invoice	06/21/2024	CO Withholding	0.00	6.00	
000119	BANK OF COLORADO	06/28/2024	Bank Draft	0.00	7,043.71	DFT0002421
INV0001599	Invoice	06/28/2024	HSA DISTRIBUTION	0.00	7,043.71	
000119	BANK OF COLORADO	06/28/2024	Bank Draft	0.00	790.83	DFT0002422
INV0001600	Invoice	06/28/2024	HSA DISTRIBUTION	0.00	790.83	
001416	VALIC_1	06/28/2024	Bank Draft	0.00	47,640.50	DFT0002423
INV0001601	Invoice	06/28/2024	VALIC - 457(b) \$ Contributions	0.00	47,640.50	
001265	IRS	06/28/2024	Bank Draft	0.00	87,286.96	DFT0002424
INV0001602	Invoice	06/28/2024	Federal Withholding	0.00	87,286.96	
001418	CO DEPARTMENT OF REVENUE	06/28/2024	Bank Draft	0.00	14,987.00	DFT0002425
INV0001603	Invoice	06/28/2024	CO Withholding	0.00	14,987.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	121	89	0.00	525,949.87
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	157,835.16
EFT's	41	26	0.00	453,359.28
	169	122	0.00	1,137,144.31

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	121	89	0.00	525,949.87
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	157,835.16
EFT's	41	26	0.00	453,359.28
	169	122	0.00	1,137,144.31

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	6/2024	858,230.18
999	POOLED CASH/CONSOLIDATED CASH	7/2024	278,914.13
			1,137,144.31

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 18, 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, June 18, 2024. Mayor Zo Hubbard called the meeting to order at 6:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

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

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

PERSONS TO ADDRESS COUNCIL

There was no one to address Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the June 18, 2024, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- June 4, 2024 Marijuana Licensing Authority Meeting Minutes
- June 4, 2024 City Council Meeting Minutes
- Second Reading Ordinance 2024-1167 REZONING LAND KNOWN AS THE 100-114 MCKINLEY AVE CHANGE OF ZONE TO THE R-1A SINGLE AND TWO-FAMILY RESIDENTIAL ZONE DISTRICT
- Authorize the Mayor to Execute an Agreement for the Sale of NISP to Fort Collins-Loveland Water District and the Related Petition to Northern for a Decrease of Fort Lupton Participation (AM 2024-106)

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 18, 2024**

- Award of Contract to Backhoe & Dozer Services Inc. for an Amount Not to Exceed \$50,000.00 for On Call Grading Services from the Street Sales Tax Fund (AM 2024-098)
- Approving Resolution 2024R031 ESTABLISHING THE AD-HOC COMMUNITY ENGAGEMENT ADVISORY COMMITTEE TO WORK ON CREATING A MASTERPLAN FOR KOSHIO PARK (AM 2024-101)
- Approving Resolution 2024R032 RATIFYING THE MAYOR'S APPOINTMENT OF JIMMY DOMINGUEZ TO THE PARKS AND RECREATION COMMITTEE FOR A TERM BEGINNING JUNE 18, 2024 AND ENDING DECEMBER 31, 2025 (AM 2024-103)
- Approve the Mayor to Sign the BURNCO Colorado, LLC Lease and Land Use Agreement for Gravel Mining at City Property (Waste Water Treatment Plant Lagoons) (AM 2024-105)

Motion passed unanimously on roll call vote.

PUBLIC HEARING

AM 2024-102 Approving a Resolution Accepting the Coyote Creek PUD Filing No. 6 Preliminary Plat

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

City Attorney, Andy Ausmus advised Ken Merritt, representative with JR Engineering, of the connected meeting advisement due to Councilmember David Crespin appearing remotely. Mr. Merritt understood and agreed to the advisement.

City Planner, Magaly Morales-Tejada presented an overview of the application regarding the Coyote Creek PUD Filing No. 6 Preliminary Plat.

The applicants, Lupton Land LLC. and JR Engineering have applied for approval of a Preliminary Plat, known as the Coyote Creek PUD Filing No. 6 Preliminary Plat. A public hearing with the Fort Lupton Planning Commission for this application was held on May 23, 2024, and Planning Commission recommended approval to City Council of the Preliminary Plat.

The site that is the subject of the Preliminary Plat is located approximately .07 miles south of 9th Street and approximately .05 miles west of College Ave in the Northwest Quarter of Section 4, Township 1 North, Range 66 West of the 6th Principal Meridian, City of Fort Lupton., County of Weld, State of Colorado (the Property). The proposed Preliminary Plat is for a single-family detached residential subdivision that will include 83 single-family detached lots and .58 acres of common open space which will include a pocket park. Filing 6 is the final filing for the Coyote Creek Development which was master planned in 1996. The architectural elevations will continue to be reviewed once the final plat is submitted.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 18, 2024**

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

Mayor Hubbard questioned if there has been a means to address questions regarding golfers' balls flying into one of the homes. Mrs. Morales stated yes, the landscaping will include a lot of trees to back the golf course and the applicant has worked with the golf course to address the final plans and screening impacts.

Ken Merritt, with JR Engineering representing the applicant Lupton Land LLC, provided a presentation for Council. He stated filing 6 is within Coyote Creek Golf Course Residential Development which consists of about 190 acres of land zoned PUD, filing 6 is about 14 acres total. Filing 6 will be the last residential development within the Coyote Creek Golf Course and it will consist of 83 single family detached units.

He provided Council with an illustration of the preliminary plat, 42 lots will be 50 feet wide by 105 feet deep and 41 lots will be 40 feet wide by 97 feet deep. There will also be a pocket park and a small open space area in the northwest corner which will allow draining to run from Summit Place to an existing drainage culvert.

He stated the home builder is Century Communities and provided Council with a few home elevation examples. The homes that back the golf course will be equipped with dormers and bump outs on the rear and a covered patio to enhance the aesthetics. Mayor Hubbard asked if there are only the four elevations that were presented. Mr. Merritt responded stating that there are about 10 different elevations and the builder will also mirror the elevations so that every garage door is not on the left.

Michael Bloomingthal, owner of the property, stated he is looking forward to getting the project finalized and mentioned the project would not deplete any of this City's water banks since they will be bringing the appropriate number of water shares for each lot in the project.

Mr. Merritt also stated significant golf course and home mitigation will be done in order to protect both the golfers and the home owners from liability. Currently, they are proposing to plant 75-80 trees along the golf course and home fence line in an effort to minimize the liability. Additionally, work will be done with the golf course irrigation. Century Communities will be paying for the trees, any modification or repair of the irrigation system, and reseeded of the golf course. Councilmember Valerie Blackston asked who would maintain the trees. Tyler Tarpley, Coyote Creek Golf Course Manager, stated his staff would be maintaining the trees.

Mayor Hubbard asked if anyone from the public wished to speak for or against the project. Hearing none, Mayor Hubbard closed the public hearing at 6:27 p.m.

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston to Approve Resolution

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 18, 2024**

2024R033 ACCEPTING THE COYOTE CREEK PUD FILING NO. 6 PRELIMINARY PLAT. Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2024-099 Approve the Cash Payment of \$850,949 to Northern Colorado Water Conservancy District (NCWCD) for the Completion of Construction on the Windy Gap Firming Project (WGFP)

The Chimney Hollow Reservoir is scheduled to be completed in late summer 2025. Due to delays in starting construction the initial participant funding made in August 2021 will fall short of the amount needed to complete the project. NCWCD estimates the cost to complete the project at \$65 million. The City's cost will be \$850,949.

The 2024 Water Sales Tax budget included \$667,000 for WGFP. \$98,905.55 has been used for a WGFP Assessment payment made in January for Grand Foundation (\$66,111.11), indirect costs (\$6,250), and O&M Reserves (\$26,444.44). This leaves a budget of \$568,094.45 for this payment, requiring a supplemental budget resolution of \$282,855.

It was moved by Claud Hanes and seconded by Chris Ceretto to Approve the Cash Payment of \$850,949 to Northern Colorado Water Conservancy District (NCWCD) for the Completion of Construction on the Windy Gap Firming Project (WGFP). Motion passed unanimously on roll call vote.

AM 2024-100 Award Change Order #1 to Contract with Northern Colorado Constructors, Inc. for an Amount Not to Exceed \$2,079,000.00 for Water Meter Replacement Installation Project from Utility Fund Water Line Department

Contract was awarded to Northern Colorado Constructors (NCC) on February 6, 2024. The original bid was intended to replace meters that were then on the missed read list with the intent to issue a change order if the original contract was satisfactorily executed. To date 133 meters have been replaced.

Original contract covers 312 meter replacements, 1,500 additional replacements with this change order and Public Works staff will replace 88 meters for a total 1,900 meters to replace.

Anticipated project is continuing with completion anticipated December of this year.

The 2024 budget Utility Fund includes \$3,000,000 for Water Meter Replacement. \$300,000 will be spent with the initial contract, \$620,240 will be spent for new meters and endpoints. With this Change Order a total project budget of \$2,999,240.00 will be used.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 18, 2024**

It was moved by Claud Hanes and seconded by Bruce Fitzgerald to Award Change Order #1 to Contract with Northern Colorado Constructors, Inc. for an Amount Not to Exceed \$2,079,000.00 for Water Meter Replacement Installation Project from Utility Fund Water Line Department. Motion passed unanimously on roll call vote.

AM 2024-104 Approving the Purchase of a Dell DM5500 Appliance with First Year of StoreTrust for an Amount Not to Exceed \$57,013.71, Allocated from the Network Equipment Budget

Currently, the City is using a Unitrends 8024S with 20TB Non-Upgradable storage (16.2 TB used capacity). This appliance has reached its capacity and therefore needs to be replaced with an additional appliance.

The City of Fort Lupton IT department proposes to replace this appliance with a Dell DM5500 appliance which has a total capacity of 96TB and is upgradable to 256TB with expansion bays. 12TB Usable (via licensing), projected 6TB projected backups for 12 of the critical servers. The usable capacity can be upgraded in 12TB increments via additional licensing. Some of its features include full backup capabilities and efficient replication with global deduplication and a single point of management.

The IT Department will be adding the StoreTrust Cloud Key feature which will replicate backups to an offsite location in Las Vegas, Nevada. The backups will be encrypted both internally and on the fly to the offsite location. This will include 24/7 support and an annual test of the DRaaS Site for testing data with a tech that will also assist with getting the city back online. If something goes awry and movement to the offsite backup location is needed, it will take a phone call to have their team fire up the backup environment which would allow daily business to continue from afar. StoreTrust will be an annual cost of \$26,484 which will be budgeted on an annual basis by IT moving forward. The cost of this project will come out of the Network Equipment Budget.

It was moved by Chris Ceretto and seconded by Bruce Fitzgerald to Approve the Purchase of a Dell DM5500 Appliance with First Year of StoreTrust for an Amount Not to Exceed \$57,013.71, Allocated from the Network Equipment Budget. Motion passed unanimously on roll call vote.

AM 2024-107 Approving Additional Licenses and Features for BOX with KeySafe for an Amount Not to Exceed \$49,907.37

The City has been using Box for file sharing and storage, both for internal use and external use of all file types, large and small. Currently, the City has 60 licenses and with the growth of the City, 40 additional licenses will be needed, giving the City a total of 100 licenses. With the

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 18, 2024**

recent audits, it has been discovered that although Box has all the compliances the city needs, the city needs to upgrade to the next tier, Enterprise Plus. This will provide the City with more compliance features such as CJIS and NIST. All other compliances will remain in place such as PII and PCI, amongst the other compliances that are offered by Box.

While upgrading to Enterprise Plus, KeySafe will be added over a three-year term. The second and third year will be budgeted in the 2025 and 2026 budgeted year with IT. The Enterprise Plus upgrade of Box and licenses will be covered under the IT Budget.

KeySafe allows for the City to have control of encryption keys. Box KeySafe is a solution that enables full control over the encryption keys that protect the content.

It was moved by Carlos Barron and seconded by Valerie Blackston to Approve Additional Licenses and Features for BOX with KeySafe for an Amount Not to Exceed \$49,907.37. Motion passed unanimously on roll call vote.

STAFF REPORTS

Roy Vestal, Public Works Director, provided an update regarding the Harrison Street Renovation project. He also stated the CDOT permit for connection to Highway 52 has been received and the grant to complete the sidewalks on Harrison Street has been awarded. Mayor Hubbard voiced her concerns about having 4th street blocked with no directional arrows or signage to guide drivers. Mr. Vestal stated he would evaluate it.

Mari Peña, City Clerk, reported the 2 petition initiatives that were being passed around the City have been turned in with a sufficient number of signatures. The petitions will be presented to Council and then they will be brought before Council to vote on.

Chris Cross, City Administrator, stated he had the opportunity to talk with the seniors at the senior lunch on Monday.

MAYOR/COUNCIL REPORTS

Councilmember Bruce Fitzgerald commended City Administrator, Chris Cross for his report on Monday at the senior lunch.

Mayor Hubbard reported that she received an email from Weld County stating the Weld County Public Health Clinic will be relocating from Firestone to Fort Lupton in August 2024.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
June 18, 2024**

FUTURE CITY EVENTS

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

June 29, 2024 Splash Park Grand Re-Opening – 203 S. Harrison Ave. 10:00 a.m.

July 3, 2024 Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m.

July 6, 2024 Independence Day Celebration – Community Park, Fort
Lupton Recreation Center, 203 S. Harrison Ave.

July 12-13, 2024 Citywide Yard Sales

UPCOMING MEETINGS

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.
July 9, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
July 16, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:50 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor



SUBJECT FOR DISCUSSION

Award Change Order #1 to Contract with Vance Brothers, Inc. for an Amount Not to Exceed \$27,617.35 for the 2024 Crack Seal/Slurry Seal Project from Street Sales Tax Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Contract was awarded to Vance Brothers on March 19, 2024. The original bid was intended to fill existing cracks and perform a slurry seal over the road to seal the surface and place fresh striping.

In-field decisions were made to increase quantities on line items such as mastic (crack filler) in order to prevent delays and complete the work expediently for access to local businesses. Final quantities were not known until after project completion. All quantities have been verified by City staff.

Project was completed in May of this year.

FINANCIAL CONSIDERATIONS

The 2024 Street Sales Tax Fund budget includes \$200,000 for the Crack Seal/Slurry Seal project. \$141,318.85 will be spent with the initial contract, \$27,617.35 will be spent for an increase in mastic use for crack fill. With this Change Order a total project budget of \$168,936.20 will be used.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Change Order #1 with Vance Brothers
- Award portion of project items
- Do not approve the Contract

STAFF RECOMMENDATIONS

Staff recommends approving Change Order with Vance Brothers, Inc. for an amount not to exceed \$168,936.20 for the 2024 Crack Seal/Slurry Seal Project from Street Sales Tax Fund.

Attachments:

- a. Change Order #1 – Vance Brothers, Inc.
- b. Project Tabulation

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

No. 1

Page 19 of 58

City of Fort Lupton, Colorado
Public Works Department
Clause 8 - Bid Form
Crack Seal/Slurry Seal

Contractor's Name:					Change Order 1			
Project Total					\$ 141,318.85			\$ 168,936.20

SCHEDULE 1 - Spring 2024

Difference \$27,617.35

Division 100 - General Provisions

Payment Item No.	Specification Reference	Description	Payment Unit	Quantity	Rate in Numbers	Amount in Numbers	Payment Unit	Quantity	Rate in Numbers	Amount in Numbers
1	TS 16-101	Mobilization	LS	1	\$ 13,500.00	\$ 13,500.00	LS	1	\$ 13,500.00	\$ 13,500.00
2	TS 16-102	Traffic Control	LS	1	\$ 27,000.00	\$ 27,000.00	LS	1	\$ 27,000.00	\$ 27,000.00
SUBTOTAL						\$ 40,500.00				\$ 40,500.00

Chapter 6 - Asphalt Work

Payment Item No.	Specification Reference	Description	Payment Unit	Quantity	Rate in Numbers	Amount in Numbers	Payment Unit	Quantity	Rate in Numbers	Amount in Numbers
3	9.22.00	Granular Bedding Material (Sand/Squeegee)	TON	2	\$ -	\$ -	TON	2	\$ -	\$ -
4	TS 16-408	Hot Poured Joint and Crack Sealant	TON	2	\$ 5,000.00	\$ 10,000.00	TON	1	\$ 5,000.00	\$ 5,250.00
5	CODOT 403 (REVISED) STONE MATRIX ASPHALT	Mastic (Stone Matrix Asphalt)	TON	2	\$ 5,800.00	\$ 11,600.00	TON	7	\$ 5,800.00	\$ 41,760.00
6	TS 16-409	Slurry Seal	SY	7,830	\$ 5.45	\$ 42,673.50	SY	7,830	\$ 5.45	\$ 42,673.50
SUBTOTAL						\$ 64,273.50				\$ 89,683.50

Division 600 - Miscellaneous

	TS 16-605	Thermoplastic Lane (Single White - 4" Wide Solid Line)	LF	2084	\$7.40	\$ 15,421.60	LF	1458	\$7.40	\$ 10,789.20
	TS 16-605	Thermoplastic Centerline (Single Yellow w/ Dashed Yellow 4" Wide Solid Line)	LF	705	\$4.25	\$ 2,996.25	LF	912	\$4.25	\$ 3,876.00
	TS 16-605	Thermoplastic Crosshatch (Single Yellow - 4" Wide Solid Line)	LF	330	\$4.25	\$ 1,402.50	LF	100	\$4.25	\$ 425.00
	TS 16-605	Thermoplastic White - 4" Broken Line	LF	1525	\$5.00	\$ 7,625.00	LF	360	\$5.00	\$ 1,800.00
	TS 16-605	Thermoplastic White - 24" Stop Bar	LF	42	\$25.00	\$ 1,050.00	LF	41	\$25.00	\$ 1,012.50
	TS 16-605	Thermoplastic White - Crosswalk (18" Wide x 9' Long Bars)	EA	36	\$25.00	\$ 900.00	EA	35	\$25.00	\$ 875.00
	TS 16-606	Preform Thermoplastic Pavement Marking (Right Turn/Through Arrows)	EA	2	\$550.00	\$ 1,100.00	EA	2	\$550.00	\$ 1,100.00
	TS 16-606	Preform Thermoplastic Pavement Marking (Left Turn Arrow)	EA	5	\$550.00	\$ 2,750.00	EA	5	\$550.00	\$ 2,750.00
	TS 16-606	Preform Thermoplastic Pavement Marking (Right Turn Arrow)	EA	1	\$550.00	\$ 550.00	EA	1	\$550.00	\$ 550.00
	TS 16-606	Preform Thermoplastic Pavement Marking (Through Arrow)	EA	1	\$550.00	\$ 550.00	EA	1	\$550.00	\$ 550.00
	TS 16-605	Preform Thermoplastic Pavement Marking (ONLY)	EA	4	\$ 550.00	\$ 2,200.00	EA	4	\$ 550.00	\$ 2,200.00
	TS 16-605	Thermoplastic Lane (Double Yellow 4" Solid Line)	LF		\$ 12.00	\$ -	LF	675	\$ 12.00	\$ 8,100.00
	TS 16-605	Thermoplastic Lane (White 8" Turn Lane)	LF		\$ 9.00	\$ -	LF	525	\$ 9.00	\$ 4,725.00
SCHEDULE SUBTOTAL						\$ 36,545.35				\$ 38,752.70



SUBJECT FOR DISCUSSION

Approve the Payment of Supplemental Invoice to Northern Colorado Water Conservation District for Windy Gap Carriage Assessment Paid from the Utility Fund for an Amount Not to Exceed \$45,651.72.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

An error was made in the billing of estimated Windy Gap Carriage Costs in March of 2024. Our total cost of Windy Gap carriage in 2024 increases \$39,240.63 or 14% compared to the 2023 costs.

	2024 Estimated Cost	2023 True- up of Estimated Costs to Actual	2024 Billed in March	Supplemental Invoice due to Calculation Error	Total Estimate 2024 Windy Gap Carriage
<i>General Assessment</i>	\$ 46,800.00	\$ -	\$ 46,800.00	\$ -	\$ 46,800
<i>Carriage Cost</i>	131,659.24	25,574.72	157,233.96	45,651.72	202,885.68
<i>USBR Fixed Charges</i>	45,651.72	-	45,651.72	-	45,651.72
<i>Pumping Power Cost</i>	40,894.23	-18,328.91	22,565.31	-	22,565.31
<i>Indirect Cost</i>	9,154.17	-	9,154.17	-	9,154.17
<i>Net Assessment Amount Due</i>	\$274,159.36	\$7,245.81	\$ 281,405.16	\$ 45,651.72	\$327,056.88

FINANCIAL CONSIDERATIONS

The Utility Fund has \$350,000 budgeted for Windy Gap Water Delivery Charges. There is \$68,594.84 remaining after the first billing of carriage costs in March 2024.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve the payment of \$45,651.72 to Northern Colorado Water Conservation District for the 2024 Windy Gap Carriage Supplemental Assessment

Attachments: a. Invoice

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Windy Gap Enterprise
2024 Windy Gap Annual Assessments

April 9, 2024

Invoice #: 12403-RS

Participant: **City of Fort Lupton**
Payment Due Date: May 10, 2024
Amount Due: \$ **45,651.72**

*Supplemental Invoice for error in Billing calculation related to
Estimated FY24 Carriage Costs:*

	2024 Estimated Cost	Reconciliation of 2023 Estimated Cost to Actual Cost	Total Due
General Assessment Cost	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -
Carriage/OM&R Costs	\$ 45,651.72	\$ -	\$ 45,651.72
Unused Capacity/In-Lieu Costs	\$ -	\$ -	\$ -
Spill	\$ -	\$ -	\$ -
Pumping Power Cost	\$ -	\$ -	\$ -
Total	\$ 45,651.72	\$ -	\$ 45,651.72

AMOUNT DUE

\$ 45,651.72



SUBJECT FOR DISCUSSION

Approving the Purchase of Verti-cutter Reels for Coyote Creek Golf Course for an Amount Not to Exceed \$15,013.00.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The existing John Deere mower used to run the existing Verti-cutter reels is from 2006. This mower is used every other week to verti-cut the greens. The past two times the mower has broken down after cutting seven greens. The current John Deere verti-cut reels can only be used on a John Deere mower with hydraulic reel set up, there is only one of these mowers remaining. The new verti-cutter reels will work on all four of the Toro mowers.

Three quotes for the verti-cutter reels were obtained.

LL Johnson is our current Toro vendor and has the lowest quote.

FINANCIAL CONSIDERATIONS

We have budgeted \$14,000 for a Utility cart, we expanded the number of Utility carts included in our new lease, making the single Utility Cart purchase unnecessary. The budgeted money for the Utility Cart can be used for the Verti-cutter. The remaining cost can be absorbed by revenue.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Not purchase and put money into a 2006 mower that is used for only one thing.

STAFF RECOMMENDATIONS

Staff is recommending approving the purchase of the verti-cutter reels from LL Johnson for \$15,013.

Attachments:

- a. Quote from LL Johnson
- b. Quote from Midwest Turf and Irrigation
- c. Quote from Turf Equipment and Irrigation

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



4700 Holly Street
 Denver, CO 80216
 Mobile: 720-641-3864
 Office: 303-394-6673



Coyote Creek Golf

Attn: Mr. Mike McNay

Quote Date 6-19-24

Qty	Model Number	Description	Current 2023 Price
1	21F-GCC Frame-TORO TFE	TORO 3320 Frame Tri Flex	\$ 8,035.00
1	21F-GCC-TOROTF VCT-87	TORO 3320 Vacu-Cutter 87 Blade Insert	\$ 6,978.00
			\$ 15,013.00

Due to the overwhelming demand and lead times on delivery for equipment, L.L. Johnson is currently adding a 5% budgetary quote line item for each unit quoted. This budgetary line is for potential increases in 2023/2024. This is a NOT TO EXCEED quote which means All totals on this quote are price protected through September 1st 2024.

- * All Toro equipment comes with a two year or 1,500 hour warranty
- * We have added a 5% “not to exceed” price adjustment which will be adjusted to the current published price at the time of delivery.
- * Please note that due to unexpected issues in our supply chain, we are experiencing so extreme delays in certain product categories.
- * If paying with a credit card, please add a 2% processing fee.

Please feel free to call me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brandon Bollerud', with a long, sweeping horizontal stroke at the end.

Brandon Bollerud
Northern Territory Manager



14201 Chalco Valley Parkway
Omaha, NE 68138
Adam Boston
402-290-9268



Coyote Creek Golf

Mike McNay

6/19/2024

Qty	Model Number	Description	Your Cost
1	21F-GCC Frame-TORC	TORO 3320 Frame Tri Flex	\$8,838.50
1	21F-GCC-TOROTF VC1	TORO 3320 Vacu-Cutter 87 Blade Insert	\$7,675.80
TOTAL			\$16,514.30

All Toro Equipment comes with a 2 year, 1500 hour warranty
Due to the current Economic Climate, Pricing may be subject to change.
Thank you for the opportunity to quote you on the equipment listed above.
The equipment pricing includes all set up and delivery.

Please feel free to call me with any questions.
Kind Regards,

Adam Boston
Western Territory Commercial Sales



Customer

Name: Coyote Creek Golf Course
Attn: Mike McNay
Phone: _____ State: CO ZIP: 80621

Date	6/19/2024
Page No.	1
Sales Rep	Dave Jeffries
Exp Date	30 Days

[illegible]

Comments:

SubTotal	\$19,999.00
Shipping & Handling	\$200.00
Sales Tax	

TOTAL	\$20,199.00
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Sales Rep Signature: _____

Division Manager Signature:

Dave Jeffries



SUBJECT FOR DISCUSSION

Approve Mayor's Signing of Silicon Ranch Corporation Limited Access Agreement for Survey and Pothole Access Along Highway 52 Frontage (Solar Farm Parcel) for the Water Tower Project Design Work.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Burns & McDonnell require access to properties along the proposed water main connection route. The City's consultant is requesting Right of Entry to begin field investigations and geotechnical borings.

The Silicon Ranch Corporation property is the solar farm west of the City owned property at CR35 and Highway 52.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the agreement
- B. Reject agreement.
- C. Delay action on the agreement to gather more information.

STAFF RECOMMENDATIONS

City staff recommends approval of the Limited Access Agreement with Silicon Ranch.

Attachments: a. Limited Access Agreement Silicon Ranch Corporation

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

LIMITED ACCESS AGREEMENT

This **LIMITED ACCESS AGREEMENT** (this “**Agreement**”) is made as of the ____ day of _____, 2024 (the “**Effective Date**”) by and between the **City of Fort Lupton Public Works** (“**Licensee**”) and **Silicon Ranch Corporation**, a Delaware corporation (“**Landowner**”).

WHEREAS, Landowner is the owner of that certain real property located in Weld County, Colorado and more particularly described on **Exhibit “A”** attached hereto (the “**Property**”).

WHEREAS, Licensee wishes to access a portion of the Property in order to perform boundary surveys, archaeological inspections, cultural analysis, environmental studies, geotechnical boring, and/or soil sampling (collectively, the “**Diligence Activities**”) related to a future waterline, as more fully set forth herein; and

WHEREAS, subject to the terms herein, Landowner wishes to grant Licensee access rights to the Property for the Diligence Activities.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Defined Terms. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Access Period. Licensee shall have the right, without additional prior notice to Landowner, to enter onto the Property, subject to the restrictions set forth in this Agreement, to conduct the Diligence Activities during daylight hours, beginning on the Effective Date through and until six (6) months following the Effective Date.
3. Procedures. Licensee shall conduct the Diligence Activities in accordance with the following procedures:
 - a. The Diligence Activities shall not cause material damage the Property and shall be conducted (i) in accordance with standards customarily employed in the industry, (ii) in compliance with any and all safety protocols communicated in writing by Landowner, and (iii) in compliance with all governmental laws, rules and regulations.
 - b. Prior to entering onto the Property to conduct any Diligence Activities, Licensee shall obtain, at the sole expense of Licensee, commercial general liability and professional liability insurance, issued on a form and in amounts at least equal to industry standard applicable to the Diligence Activities. Upon request, Licensee shall furnish to Landowner a certificate of insurance evidencing the foregoing coverages for the Property.
4. Limitations. Notwithstanding anything to the contrary contained herein, Licensee hereby agrees and acknowledges that Licensee shall not at any time go inside of Landowner or its affiliate(s)’ fence line located on the Property for any reason or otherwise interfere with the Project (as defined herein) in any way, including but not limited to the construction, operation, maintenance, or repair thereof. Licensee understands that Landowner or its affiliate(s) plan to continue to use the Property in order to develop, construct, install, and operate a solar generating system (the “**Project**”) for the production and distribution of electricity. Licensee expressly understands that, by its very nature,

the Project and the construction environment can present a potentially dangerous environment to persons and property despite safety precautions taken by Landowner and its affiliate(s) and Licensee is entering the Property at its own risk.

5. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. This Agreement is not assignable. This Agreement may be executed in multiple counterparts and exchanged in .pdf form via scan and email. Each such counterpart shall constitute an original for all purposes, and all of which shall constitute one instrument binding upon the parties hereto. The laws of the State in which the Property is located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

[signatures begin on following page]

IN WITNESS WHEREOF, Landowner and Licensee have executed this Limited Access Agreement as of the date set forth above.

Landowner:

SILICON RANCH CORPORATION

By: _____
Name: Reagan Farr
Title: President and Chief Executive Officer

Licensee:

City of Fort Lupton

By: _____
Name: Zo Hubbard
Title: Mayor

Exhibit "A"

Parcel No. 147102000063



SUBJECT FOR DISCUSSION

Approve Mayor's Signing of Tri-State Generation and Transmission Association, Inc. Temporary License Agreement for Survey and Pothole Access Along Highway 52 Frontage for the Water Tower Project Design Work

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Burns & McDonnell require access to properties along the proposed water main connection route. The City's consultant is requesting Right of Entry to begin field investigations and geotechnical borings.

The Tri-State property is the small parcel west of the solar farm and adjacent to the Excel transmission corridor on the north side of Highway 52.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the agreement
- B. Reject agreement.
- C. Delay action on the agreement to gather more information.

STAFF RECOMMENDATIONS

City staff recommends approval of the Temporary License Agreement with Tri-State.

Attachments: a. Temporary License Agreement Tri-State

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (“Agreement”) is made this _____ day of _____, 2024 (“**Effective Date**”), by and between Tri-State Generation and Transmission Association, Inc., a Colorado cooperative corporation (“**Tri-State**”), whose address is 1100 W. 116th Ave., Westminster, Colorado 80234, and City of Fort Lupton (“**Licensee**”), whose address is 130 South McKinley Avenue, Fort Lupton, Colorado 80621

RECITALS:

A. Tri-State is the owner of certain real property as described as Lot A of Recorded Exemption No. 1471-03-01-RE2059, recorded October 29, 1997 in Book 1633 Reception No. 2576418, being a part of the Northeast Quarter of Section 3 Township 1 North Range 66 West of the 6th Principal Meridian, County of Weld, State of Colorado, as more fully depicted on the attached Exhibit A (the “**Licensed Premises**”).

B. Licensee requests a license for access to the Licensed Premises for the purposes specified in this Agreement.

C. Tri-State will grant a license, only for the purpose stated in this Agreement, to Licensee subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00), the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tri-State and Licensee agree as follows:

1. Grant of License. Tri-State grants to Licensee, its employees, agents, contractors, and representatives, a license (the “**License**”) to enter upon, over, and across the Licensed Premises solely for the purpose of perform boundary surveys, archaeological inspections, cultural analysis, environmental studies, geotechnical boring or soil sampling.

2. Term. The License commences on the Effective Date and terminates December 31, 2024, (said period referred to herein as the “**Term**”), unless terminated earlier in accordance with paragraph 8 below.

3. Special Condition. The License restrict construction equipment height under Licensor’s transmission line to fourteen (14) feet.

4. Retained Rights of Tri-State. Tri-State reserves the right of ownership, use and occupancy of the Licensed Premises to the fullest extent consistent with the rights granted to Licensee in this Agreement.

5. Damage to the Licensed Premises. Licensee will exercise its rights under this Agreement with reasonable care, and each failure of License to exercise reasonable care will be a breach of this Agreement entitling Tri-State, in its sole discretion, to terminate the License. Licensee assumes any and all risks and obligations associated with the rights granted to Licensee in this Agreement and Licensee's activities on the Licensed Premises. In the event Licensee damages improvements, including landscaping, located on the Licensed Premises, or the slope or grade of the surface of the Licensed Premises, when undertaking the activities permitted hereunder, Licensee will promptly reimburse Tri-State for all costs to repair and restore the Licensed Premises to the condition in which they existed before the damage, or with Tri-State's prior written consent, Licensee may undertake such repair and restoration activities itself and at its sole cost.

6. Insurance requirements. Licensee must, at all times during the Term, and at Licensee's sole cost, maintain the following insurance coverage, and must deliver to Tri-State proof of such insurance coverage prior to Licensee's initial entry upon the Licensed Premises and from time to time thereafter as Tri-State may reasonably request:

(a) Commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 annual aggregate. Such insurance must cover liability arising from the activities and operations of Licensee and its employees, independent contractors, and agents on the Licensed Premises, with Tri-State named as an additional insured, as its interest may appear. In addition, such policy's additional insured endorsement benefiting Tri-State must cover acts of both the named insured and the additional insured; and

(b) Comprehensive automobile liability insurance with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, and covering owned, non-owned, and hired vehicles, trailers or semi-trailers designed for travel on public roads; and

(c) At any time during the Term that Licensee has one or more employees involved in any manner with operations upon the Licensed Premises, Licensee will maintain workers' compensation insurance with minimum statutory limits to cover obligations imposed by federal and state statutes applicable to such employees and employers' liability insurance for bodily injury by accident of \$1,000,000 each accident, bodily injury by disease of \$1,000,000 each employee and \$1,000,000 each accident. Tri-State reserves the right, from time to time in its discretion, to require Licensee to provide evidence or assurances to Tri-State that Licensee does not have any such employee, which may include, without limitation, execution of a sworn affidavit, indemnity, release or waiver.

7. Indemnification. Licensee shall indemnify, defend and hold Tri-State (and its members, directors, officers, employees, contractors, agents, representatives, subsidiaries and affiliates) harmless from and against all claims, actions, damages, liability, and expenses (including reasonable attorneys' fees and actual costs) including the loss of life, personal or bodily injury, or damage to property, arising from, out of, or in connection with, in whole or in part, any act or omission of Licensee, its principals, employees, contractors, representatives, agents, or invitees in connection with this Agreement. Licensee's obligations set forth in this paragraph will survive termination or expiration of this Agreement.

8. Modification. This Agreement, including its integrated exhibit, constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter set forth herein, and supersedes, integrates, and replaces all prior agreements and understandings with respect to the subject matter hereof. This Agreement may be modified only by a writing signed by both Tri-State and Licensee.

9. Termination. Tri-State may, in its sole discretion, terminate the License prior to the end of the Term, without Licensee's agreement or consent, by delivering written notice to Licensee, at least 30 days in advance, notifying Licensee of the early termination of the License. Tri-State's express right to terminate the License as provided above is not intended to in any way limit other rights Tri-State may have under the law or equity to terminate or revoke the License.

10. Removal of Personal Property. Promptly upon termination of the License, Licensee must remove all its equipment, machinery, fixtures and other personal property from the Licensed Premises. If Licensee has failed to remove any of its personal property seven (7) days after termination of the License, then Tri-State may, in its sole discretion, remove and dispose of said personal property, and Licensee must reimburse Tri-State for all costs it incurs in removing and disposing of the personal property.

11. Limitation of Liability. LICENSEE HEREBY WAIVES ALL CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND INCIDENTAL DAMAGE CLAIMS AGAINST TRI-STATE IN ANY MANNER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, REGARDLESS OF WHETHER A CLAIM IS BASED UPON BREACH OF CONTRACT, TORT OR ANY OTHER THEORY. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, TRI-STATE'S AGGREGATE CUMULATIVE LIABILITY UNDER THIS AGREEMENT WHETHER BASED UPON BREACH OF CONTRACT, TORT OR ANY OTHER THEORY SHALL NOT EXCEED THE AMOUNT PAID BY LICENSEE TO TRI-STATE UNDER THIS AGREEMENT DURING THE PRIOR TWELVE MONTHS. LICENSEE WAIVES ITS RIGHT TO SUE TRI-STATE AT LAW OR IN EQUITY UNDER THIS AGREEMENT OR UNDER ANY CAUSE OF ACTION RELATING TO THE SUBJECT MATTER OF THE THIS AGREEMENT UNLESS LICENSEE COMMENCES THE SUIT WITHIN ONE YEAR FROM THE DATE ON WHICH LICENSEE SUSTAINS THE LOSS OR DAMAGE WHICH IS THE SUBJECT OF THE SUIT.

12. Colorado Law. This Agreement shall be governed by and construed in accordance with Colorado law. The parties (on behalf of themselves and their respective successors and assigns) hereby consent to the jurisdiction and venue of all state and federal courts located in the State of Colorado with respect to all disputes and other matters arising under or in connection with this Agreement and waive any objection they might otherwise have to such jurisdiction and venue.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery may be effected by actual delivery or by electronic or by fax transmission of an executed counterpart copy to the other party.

14. No Recordation. Licensee agrees that it will not record this License Agreement with any clerk and recorder's office or other public office.

15. Survival. Licensee's obligations with respect to the repair and restoration of the Licensed Premises as set forth in paragraph 4 of this Agreement, and the respective rights and obligations of Tri-State and Licensee set forth in paragraphs 6, 9, 10, 11, and 13 of this Agreement, will survive termination of this License.

IN WITNESS WHEREOF, Tri-State and Licensee sign this Temporary License Agreement to be effective as of the Effective Date.

TRI-STATE:

TRI-STATE GENERATION AND TRANSMISSION
ASSOCIATION, INC., a Colorado cooperative corporation

By: _____

Name: H. Steven Gray

Title: Senior Manager, Land Rights and Permitting

LICENSEE:

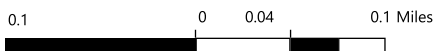
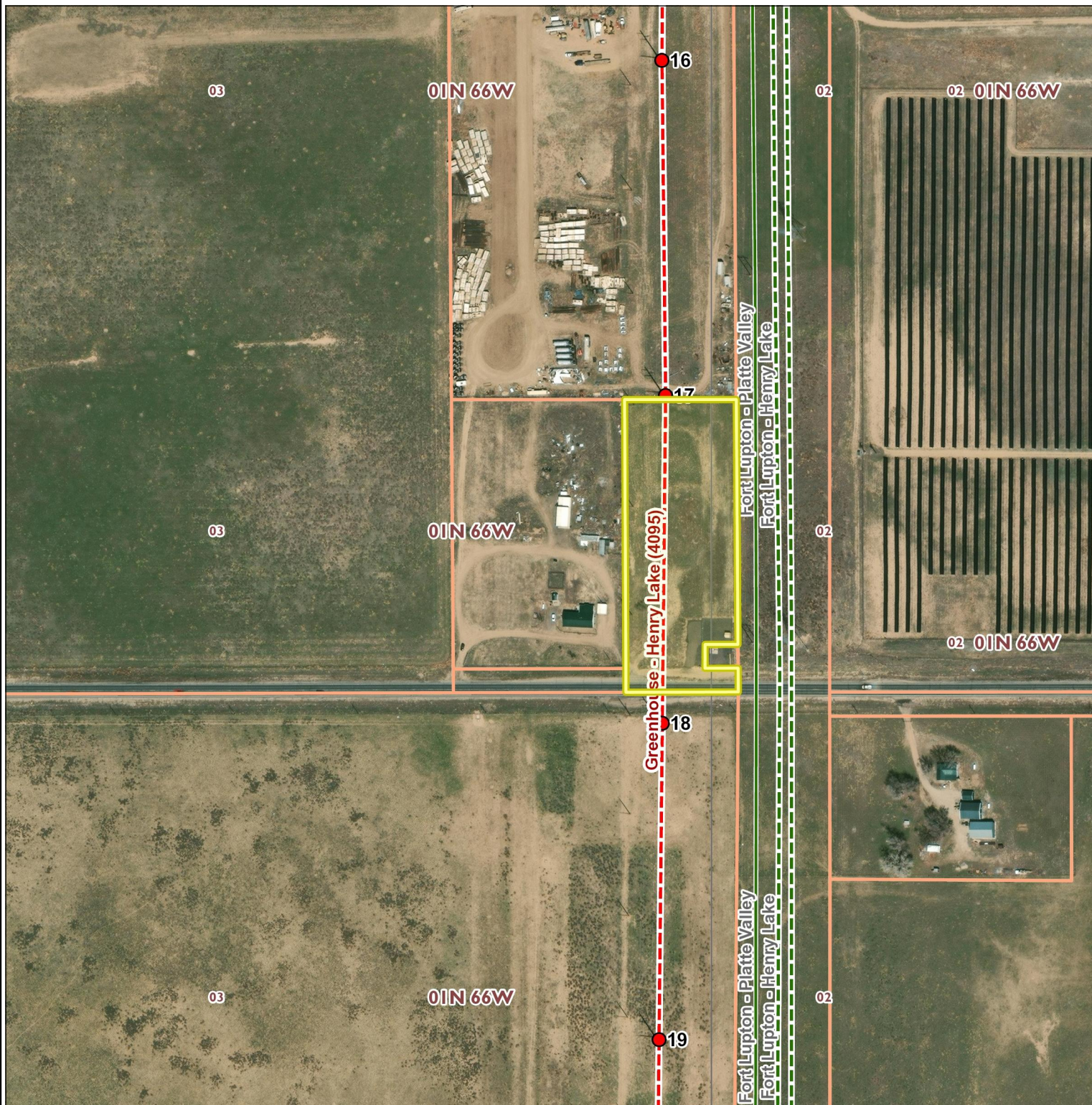
City of Fort Lupton

Zo Hubbard

Mayor

EXHIBIT A
DEPICTED LICENSED PREMISES

Exhibit A



Scale: 1: 4,514

This map includes confidential information of Tri-State and third parties. The GIS data and maps may not be disclosed to any third party. The user agrees to keep this information confidential and not disclose it to third parties. If you have any questions regarding this, please contact the Tri-State legal department.

GIS data and maps available to Tri-State Generation and Transmission Association are provided as general information to aid Tri-State employees. No user of Tri-State's GIS data and maps may sell any portion of the information provided herein. Tri-State makes no warranty regarding accuracy or completeness of the data and maps. Users shall rely only upon proper field verification of Tri-State GIS data.

Notes



SUBJECT FOR DISCUSSION

Award of Contract to Wohnrade Civil Engineers for an Amount Not to Exceed \$92,000.00 for the 9th Street Extension Project from the Street Sales Tax Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

9th Street and College Avenue were completed in 2022/2023 east of the bridge that crosses over the Fulton ditch. This proposed project would continue the work on 9th street to reconfigure the bridge and reconstruct 9th street into the intersection of 9th St and Northrup Ave.

Wohnrade Engineering completed the first set of drawings and have worked with the City on multiple projects.

\$1,200,000 is budgeted for the CR 12 RR Crossing project which will not be built this year. A portion of this can/will be used to start the drawings for the 9th Street extension project.

The drawing set is to be completed in 2024/2025 with construction planned for spring of 2026

FINANCIAL CONSIDERATIONS

The 2024 budget includes \$1,200,000.00 from the Street Sales Tax fund of which a portion will be used for the drawing set for this proposed project.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the agreement with Wohnrade Civil Engineers
- B. Reject agreement.

STAFF RECOMMENDATIONS

Staff recommends approving contract with Wohnrade Civil Engineers for an amount not to exceed \$92,000.00 for the 9th Street Extension Project from the Street Sales Tax Fund.

- Attachments:**
- a. PW Engineering Services Agreement – Wohnrade Civil Engineers
 - b. 9th Street Proposal (Exhibit A-1)

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Wohnrade Civil Engineers
Public Works Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Wohnrade Civil Engineers** (hereinafter "CONSULTANT").

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

1. **SCOPE OF SERVICES.** Consultant shall perform the services included in the scope of work set forth and incorporated herein as **Exhibit A-1**. Consultant confirms it possesses all necessary professional licenses and is in good standing with the State of Colorado. Further, Consultant states it possesses professional liability insurance.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the Consultant's Scope of Work (Exhibit A-1). In the event of any conflict between any of these documents, this document shall control.

3. **PERIOD OF SERVICE AND SCHEDULE.** The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. Consultant's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. Consultant shall make reasonable efforts to comply with deliverable schedules and consistent with Consultant's professional responsibility.

4. **CONTRACT SUM.** The City shall pay to the Consultant for performance and completion of the work encompassed by this Agreement, and the Consultant will accept as full compensation therefore the sum of not to exceed **\$ 92,000.00**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the work by the City, in its sole discretion, including completion by the Consultant of any review corrections as determined by the City.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Consultant in writing, that lawful appropriations to cover the costs of this additional work has been made and the change order is approved by the City in its sole discretion in writing. City shall have the right to make changes within the general scope of

Consultant's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and Consultant.

6. **AMENDMENT/NO ASSIGNMENT.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement. Consultant's services will be performed solely for the benefit of City and not for the benefit of any other persons or entities. Neither City nor Consultant shall assign or transfer interest in this Agreement without the written consent of the other.

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

8. **COMPUTER PROGRAMS OR MODELS**
Any use, development, modification, or integration by Consultant of computer software modeling programs does not constitute ownership or a license to City to use or modify such computer software modeling programs.

9. **ELECTRONIC MEDIA AND DATA TRANSMISSIONS**
A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for City information and convenience only. Such media or transmissions are not to be considered part of Consultant's instruments of service. Consultant, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. Consultant shall not be liable for loss or damage directly or indirectly, arising out of City's use of electronic media or data transmissions.

10. **DOCUMENTS.** All documents prepared by Consultant pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by City or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by City or others without written verification, adaptation, and permission by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

In the event that Consultant is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, City represents that City either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Consultant will use professional judgement and analysis related to any documents produce by others for the City, for which Consultant shall rely on to perform and complete its services.

11. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by Consultant relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Consultant's experience, qualifications, and judgment as a professional. Since Consultant has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Consultant does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Consultant.

12. **POLLUTION** In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon Consultant in performing such services, to the maximum extent allowed by law, City agrees to release, defend, indemnify and hold harmless Consultant and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of City and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by Consultant's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

13. ON-SITE SERVICES

A. Project site visits by Consultant during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make Consultant responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the contract documents.

B. City shall disclose to Consultant the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by Consultant's employees or subcontractors. If any hazardous wastes not identified by City are discovered after a Project is undertaken, City and Consultant agree that the scope of services, schedule, and compensation may be adjusted accordingly. City agrees to release Consultant from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site

14. **TERMINATION.** Services may be terminated by City or Consultant by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, City shall pay Consultant all amounts due for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

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

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

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

18. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** The City, its elected officials, officers and employees are relying upon, and do not waive or intent to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

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

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

21. **INDEMNIFICATION BY CONSULTANT.** Consultant shall defend, indemnify and hold the City harmless from any damages caused by negligence, including but not limited loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of Consultant or its subconsultants pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees. To the extent allowed by law, City will require all construction contractors to indemnify, defend, and hold harmless City and Consultant from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

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

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

CITY OF FORT LUPTON, COLORADO

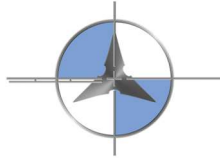
BY: **Zo Hubbard**

TITLE: **Mayor**

Wohnrade Civil Engineers:

BY: _____

TITLE: _____



Wohnrade Civil Engineers, Inc.

June 21, 2024

Mr. Monroe Peck, P.E.
Engineer Project Manager
City of Fort Lupton
130 South McKinley Avenue
Fort Lupton, Colorado, 80621

Subject: Proposal for Civil Engineering, Surveying, and S.U.E. Utility Locating Services
9th Street Reconstruction Project - Phase 2
Fort Lupton, Colorado

Dear Mr. Peck:

The following constitutes a Scope of Services for Wohnrade Civil Engineers, Inc. (CONSULTANT) to provide civil engineering, surveying, and S.U.E. utility locating services related to the **9th Street Reconstruction Project- Phase 2** (Project) located in Fort Lupton, Colorado, to be used by the City of Fort Lupton (CLIENT).

A) SCOPE OF SERVICES

This proposal includes engineering and surveying services which are necessary for the successful completion of final construction drawings for Phase 2 of the proposed road reconstruction Project. The project begins at the intersection of Northrup Avenue and 9th Street and extends to the east for a total distance of approximately 800-feet.

We understand that the Client wishes to retain professional services for the design of approximately 800-feet of roadway along 9th Street, which includes the design of a new concrete box culvert at the Fulton Ditch. Modifications to the intersection at 9th Street and Northrup Avenue are also included in the design scope. The proposed scope of services for this project generally includes the following tasks.

- 1) ***Perform a site reconnaissance/inspection*** of the Project area to verify existing conditions. The site inspection will occur at the onset of the project, and will be documented by video, and still photos of the site.

We have assumed a total of 2 site visits during the design phase of the project.

- 2) ***Provide ongoing project management and coordination*** with City of Fort Lupton staff, surveyor, Fulton Ditch Company, and team consultants. This task shall include project management, general administration, coordination, documentation, scheduling, reporting, and construction management related activities for the overall successful completion of the project.

We have assumed a total of 2 design coordination meetings during the preliminary and final design phases.

- 3) ***Preparation of Street Plan and Profile Sheets*** for the reconstruction of approximately 800-feet of existing highway. The Street Plans will be based on the field topographic survey prepared by Majestic Surveying. The Street Plans will also include proposed erosion control measures where applicable.
- 4) ***Preparation of Street Cross Section Sheets*** for the reconstruction of approximately 800-feet of existing highway. Cross sections will be shown at 50-foot intervals along the length of the Project.
- 5) ***Design of a New Concrete Box Culvert*** at the Fulton Ditch. Provide ongoing coordination with the Fulton Ditch Company (Company) and submit construction plans to the Company for review and approval.
- 6) ***Prepare Preliminary and Final Submittals*** to the Client for review and approval, which will include a complete set of civil construction plans.
- 7) ***Address Comments from the Client at the Preliminary and Final Design Phases*** as required, in preparation for final documents for contractor's bids.
- 8) ***Perform ASCE 38-22 S.U.E. Quality Level A and B investigations*** to be performed by a licensed utility locating company. We assume that a maximum of 6 QL A locates will be required. Any additional locates will require a change order which must be approved by the City of Fort Lupton prior to completion.
- 9) ***Prepare an Engineer's Estimate of Probable Cost*** for the proposed improvements.
- 10) ***Prepare a Stormwater Management Plan (SWMP) and General Permit*** through the State of Colorado, Division of Environmental Health.
- 11) ***Prepare Project Construction Specifications*** for the reconstruction project, as per City of Fort Lupton standard documents.

B) FEES FOR PROFESSIONAL SERVICES

The fees as stated in this proposal are subject to change subsequent to sixty (60) days from the date of proposal.

- 1) Fee for services as described above in the Scope of Services shall be based upon the actual professional time necessary to perform the services, including travel time, telecommunications, etc. Professional

time required to complete these services will be to the nearest minute at the prevailing rate at the time the service is rendered.

2) Billing practices for professional services are as follows:

- a. ***A retainer of zero (\$0.00) dollars*** is required for this project.
- b. Invoices are due within thirty (30) days. If payment is not received within thirty (30) days of billing date, a two percent (2%) per month service charge will be added from the date of the invoice.

3) Additional Services which may require substantial additional professional time and expenses beyond the scope of services outlined above such as,

- a. Ongoing construction management and inspection services.
- b. Preparation of a Traffic Study.
- c. Preparation of a Traffic Signal Layout.
- d. Preparation of a S.U.E. report.
- e. Preparation of CDOT right-of-way plans.
- f. Field modifications to design due to contractor's default or defective work.
- g. Construction Management services related to the Bid and Construction Phases of the project.

Such services will be billed on the basis of time expended and expenses incurred, as indicated in Paragraph B) 4) below.

4) Basic Compensation is established from the following hourly fees and reimbursable expenses. Rates are subject to increases. Fees for services in this proposal are good for six (6) months from the date of this proposal.

- a. Professional Fees: \$195/hour - \$210/hour (Portal to Portal)
- b. Technical Associates: \$ 140.00/hour (Portal to Portal)
- c. Office Support Personnel: \$ 75.00/hour
- d. Reimbursable Travel Expenses: \$0.67/mile
- e. Outside consultants, if requested and/or required, are billed at the rate of cost.

11578 Colony Row
Broomfield, Colorado 80021
Phone: 720-259-0965, Fax: 720-259-1519

f. Blueprinting/Duplicating is cost plus 10%.

If this proposal is satisfactory, we would appreciate your signing and returning one (1) copy to our office. Upon receipt of signed copy, we will proceed with scheduling the services outlined herein.

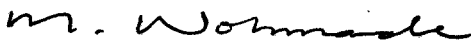
If services are aborted by either party, incurred costs will be billed at an hourly rate outlined in Paragraph B) 4) above.

We estimate that the cost to complete the engineering, surveying, and S.U.E. utility locating services described in Paragraph A is ninety-two thousand (\$92,000) dollars. This is a maximum not-to-exceed figure, and we will bill you on a time and materials basis, per our fee schedule given herein. Should additional services be required, Consultant will issue a change order, which will require approval from the Client, prior to services being rendered.

We appreciate the opportunity to offer our services on this important project and look forward to collaborating with you on this assignment.

Sincerely,

WOHNRADE CIVIL ENGINEERS, INC.



Mary B. Wohnrade, P.E. - Principal
Registered Engineer - CO

Mr. Monroe Peck, P.E.
Engineer Project Manager
City of Fort Lupton
Fort Lupton, Colorado

ACCEPTED BY: _____ DATE: _____

Mr. Monroe Peck, P.E.



Consultant's Hourly Rate Schedule

ENGINEER proposes to provide civil engineering and UAS (drone) mapping services at ENGINEER'S current billing rates as itemized in the Fee Schedule below.

FEE SCHEDULE

Effective January 1, 2024

Principal Engineer (Project Planning and Supervision)	
Mary B. Wohnrade, P.E.	\$225.00
Senior Project Engineer/Manager (Design Services and Project Management)	
Mary B. Wohnrade, P.E.	
Justin Doles, P.E.	\$195.00
Seth Hinckley, P.E.	
Yolanda Grass	
Senior Engineering Technician (CAD Designer)	
Mary Wohnrade	
Justin Doles, P.E.	\$140.00
Seth Hinkley, P.E.	
Yolanda Grass	
UAS Pilot	
Brendan Thompson	
Justin Doles, P.E.	\$150.00
UAS Data Processing	
Brendan Thompson	
Justin Doles, P.E.	\$125.00

Other reimbursable project expenses will be invoiced at cost plus ten (10) percent. Such expenses include printing, postage and delivery. The fee schedule above is subject to change on an annual basis. Wohnrade Civil Engineers, Inc. does not charge their clients for interstate travel and related expenses, nor is there a markup on sub-consultant fees.

General Conditions for Professional Services – Exhibit A

1. Services to be Provided:

Wohnrade Civil Engineers, Inc. (WCE) hereby agrees to provide the CLIENT with the services set forth in the Scope of Services under the terms and conditions set forth herein. This proposal is valid for work commencing within a period of thirty days from the date on this proposal.

2. Standard of Performance:

WCE Services shall be provided consistent with and limited to the professional standard of care which is the skill and care ordinarily provided by Civil Engineer professionals practicing in the same or similar locality under the same or similar circumstances. Such standard of care is not a warranty or guarantee, and consultant shall have no such obligation. Accordingly, client shall provide appropriate contingencies in both schedule and cost.

3. Right of Entry:

The CLIENT will provide right of entry for WCE staff, subcontractors and all necessary equipment in order to complete the work. WCE will take all reasonable precautions to minimize damage of the property. It is understood by the CLIENT that during the normal course of work some damage may occur, the correction of which is not part of this Agreement.

4. Limitation of Liability:

To the fullest extent permitted by law, and notwithstanding any other provision of this Proposal, CLIENT agrees to limit WCE'S liability to the CLIENT, and all construction contractors and subcontractors on the project, arising from any claim or cause based on professional acts, errors or omissions, breach of contract, indemnity or any theory of liability, to \$1,000,000 or, the total fee for services rendered on this project, whichever is greater. CLIENT further agrees to require the contractor and his subcontractors an identical limitation of WCE'S liability for damages suffered by the construction contractor and its subcontractors arising from WCE'S professional acts, errors or omissions, breach of contract, indemnity or any theory of liability. Neither the construction contractor nor any of its subcontractors assumes any liability for damages to others which may arise on account of WCE'S professional acts, errors or omissions breach of contract, indemnity or any theory of liability.

Any claim in litigation between WCE and CLIENT must be filed no later than the earlier of, the expiration of applicable statute of limitation or, two years from substantial completion or, WCE's last service on the Project.

CLIENT expressly agrees that any liability arising out of this project shall be limited to WCE and applicable insurance and shall not be the basis of personal liability as to WCE's owners, officers, directors or employees.

5. Payment:

WCE invoices on a monthly basis for work completed by WCE and its subcontractors. Payment shall be made in full by CLIENT within thirty days of the date of the invoice. Past due accounts are charged two percent interest rate per month on any unpaid balance. It is agreed that if payment in full is not paid when due, WCE reserves the right to immediately cease work. WCE shall be entitled to recover attorney fees, court costs and any other costs of collection that may be incurred in collecting this account, if necessary.

6. Termination of Services:

If this Scope of Services is abandoned or suspended in whole or in part, WCE is to be paid for services performed on such work prior to the receipt of notice to cease work, together with any expenses from cessation or start-up of work. It is agreed that, should work on this project be stopped and consequently re-started, WCE may adjust the proposed fees or other compensation for work remaining to be provided.

7. Electronic Information:

Electronic information is a component of the instruments of service. Nothing in the transfer of electronic information should be construed to provide any right of the recipient to rely on the information provided, or that the use of the electronic information implies the review and approval of WCE of any drawing based on the information. Information contained in the signed and sealed documents (hard copy) should be deemed to be correct and superior to electronic information. The recipient of electronic information shall protect and indemnify WCE for any claims, costs, losses or damages including specifically those damages that may accrue either directly or indirectly from CLIENT subsequent release of the electronic files to others.

8. Warranty:

Due to the complexities of a project of the nature set forth in the Scope of Services, WCE cannot guarantee the costs or schedule of this project. WCE's professional services will be performed in accordance with generally accepted engineering practices. This warranty is in lieu of all other warranties expressed or implied.

9. Indemnification

To the fullest extent permitted by law, WCE shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages caused solely by the negligent acts or omissions of WCE or WCE's officers, directors, partners, employees, and WCE's Consultants in the performance and furnishing of WCE's services under this Proposal.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless WCE, WCE's officers, directors, partners, employees and WCE's Consultants from and against any and all costs, losses, and damages caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's Consultants with respect to this Proposal or the Project.

WCE and Client shall each defend, to the extent covered by applicable insurance, and indemnify the other for third party claims, damages, or liabilities to the extent actually caused by the other party's negligence, willful misconduct, or breach of this Agreement.

10. Changes To Scope of Work

CLIENT reserves the right to make changes to the Scope of Service or the Project Schedule. WCE will perform the changed Services pursuant to CLIENTS's written directions and in accordance with any revised Project Schedule. If the scope of the Services is materially changed, the Compensation due WCE will be equitably adjusted. A material change in the Scope of the Services will mean a substantial departure from the original Scope of Services, which results directly from changes requested by CLIENT or CLIENT's consultants.

Notwithstanding anything in this Agreement to the contrary, a material change will not be deemed to be any change (a) required or imposed by any governmental or regulatory authorities due to negligent performance by WCE, including WCE's failure to comply with requirements of governmental or regulatory authorities in effect as of the Effective Date, or (b) arising out of or related to any error or omission or other negligent performance of the Services by WCE.

WCE assumes that the project surveyor will provide all topographic base mapping and surface models, and such mapping will be complete and accurate. Should the base mapping require substantial effort that exceeds 2 hours in duration, then a Change Order will be issued for the additional services.

WCE shall have no other duties or responsibilities except those set forth above/below except as agreed to in writing.

11. Extended Relationships - Assignment

This Agreement and deliverables, obligations, and rights herein are intended for the sole use and benefit of the Parties and are not intended to create and third-party rights or benefits. This Agreement and the design may not be transferred or assigned by either Party without written consent. WCE shall not be responsible for the statements, performance, acts, errors, or omissions of any person or entity not under its direct control.

12. Ownership of Instruments of Service

WCE shall be deemed the owner of its Instruments of Service, including the Plans, Drawings, Digital Images and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. WCE grants to the Client a nonexclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due hereunder.

Notwithstanding any other provision, WCE shall retain all rights of ownership and use of its skills, knowledge and experience gained by WCE in connection with performing services for the Project. Such knowledge and experience includes, but is not limited to, standard arrangements and configurations, individual standard features, details, and design elements, specifications, general notes and design templates.

13. Dispute Resolution

In the event of any dispute or disagreement, upon the written request of either Party, the official representative of both parties shall meet in person in a good faith attempt to resolve such dispute or disagreement within fifteen days. If such dispute or disagreement has not been resolved by such meeting and negotiations within thirty days of the initial request, prior to taking any other actions, the dispute or disagreement shall be subject to mediation within sixty days of such request using a neutral and experienced third party mediator as agreed by the Parties. The only exception to the foregoing would be any necessary filing to preserve lien rights or to avoid impacts of statute of limitation.

14. Insurance

Before commencing the Services, and until final completion of WCE's Services and acceptance thereof by CLIENT, WCE will procure and maintain, at its own expense, from insurance companies authorized to do business in the jurisdiction in which the Services are performed, and having a current A. M. Best Company rating of A-/IX or better, the policies of insurance required in this article. CLIENT and their respective affiliates, partners, members, officers, directors, shareholders, employees, agents, successors and assigns (collectively, the "CLIENT Insured Parties") shall be named as "additional insured" parties on all policies of insurance described in Subparagraphs below.

- 14.1. The minimum limits for such insurance policies are set forth in Exhibit B hereto; provided, however, such minimum limits do not limit WCE's liability to CLIENT pursuant to any other provisions of this Agreement for amounts in excess of such limits. WCE's insurance shall be endorsed to be primary and non-contributory over any other valid and collectible insurance of CLIENT, CLIENT's other subcontractors.
- 14.2. WCE will procure and maintain workers' compensation insurance covering all of its employees in conformance with the Laws of the state in which the Services are to be performed with the minimum limits set forth in Exhibit B. Such policy shall be endorsed to include a waiver of subrogation in accordance with the paragraph below.
- 14.3. WCE will procure and maintain commercial general liability coverage (on 1986 ISO Form or its replacement or equivalent), with the minimum limits set forth in Exhibit B, insuring WCE against liability arising out of its performance of the Services for: (a) bodily injury, sickness, or disease, including death at any time resulting therefrom sustained by any person; and, (b) damage to or destruction of property, including loss of use thereof. The commercial general liability policy's aggregate limits will apply on a per project basis. The deductible for this policy shall not exceed \$25,000.00.
- 14.4. WCE will procure and maintain business automobile liability insurance, with minimum limits set forth in Exhibit B, covering all owned, non-owned and hired motor vehicles and equipment used in connection with the Services, at, upon or away from the Project site, with a deductible not to exceed \$1,000 collision and comprehensive deductibles.
- 14.5. WCE will procure and maintain an umbrella or excess liability policy, which shall be in excess of and in addition to the policy limits required by the subparagraphs above.
- 14.6. WCE will procure and maintain a professional errors and omissions liability policy for its Design Services. Such policy shall have a retroactive date prior to the performance of any Design Services hereunder and shall be maintained for that period of time following substantial completion of the Project as is set forth in Exhibit B. Notwithstanding any provision herein to the contrary, this policy shall provide CLIENT with at least sixty (60) days prior written notice of cancellation, non-renewal or material reduction in coverage.

EXHIBIT B

INSURANCE COVERAGE

1. Workers' Compensation and Employers Liability
\$1,000,000 each accident/\$1,000,000 disease-policy limit /\$1,000,000 disease-each employee
2. Commercial General Liability
\$3,000,000 Each Occurrence
\$300,000 Damage to Rented Premises
\$5,000 Medical EXP (any one person)
\$3,000,000 Personal and ADV Injury
\$6,000,000 General Aggregate per project
\$3,000,000 Products – Comp/Op AGG
3. Business Automobile Liability
\$1,000,000 Combined Single Limit (Each accident)
4. Excess Umbrella Liability
\$1,000,000 Each occurrence
5. Professional Errors and Omissions Liability Insurance
\$1,000,000 Per Claim
\$1,000,000 Aggregate



SUBJECT FOR DISCUSSION

Update on the Opioid Settlement to Include Kroger Co.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

On November 2, 2021 City Council approved AM 2021-181 to Participate in the Opioid Settlement with the State of Colorado. The Colorado Opioid Settlement Tracker (COST) has been set up and will be the program to help organize the opt-in or opt-out process. The City is proceeding with the Opt-out of direct funding option. It will join the regions resource group to maximize funding potential and limit staff requirements for tracking of funds.

Colorado has reached settlements with the Kroger Co.

In order for Colorado to maximize its share of the settlement proceeds, these opioid settlements (like prior opioid settlements) require that Colorado's Local Governments participate in the settlements by releasing their opioid-related legal claims against the settling Defendants. Fort Lupton cannot receive funds from any opioid settlement it does not join. Staff will process the documents to send to the regional group similar to the prior round.

Importantly, the terms of the Colorado Opioid Memorandum of Understanding ("Colorado MOU"), which governs the distribution of opioid settlement funds in Colorado, will also apply to the recent opioid settlements. FORT LUPTON has already signed the Colorado MOU and does not need to re-sign it to participate in the recent opioid settlements.

FINANCIAL CONSIDERATIONS

This will have all reporting requirements for funding ran through the Regions group and not through city finance department.

LEGAL/POLITICAL CONSIDERATIONS

City Attorney has reviewed.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



SUBJECT FOR DISCUSSION

Police Chief Promotion

SUMMARY STATEMENT/BACKGROUND DISCUSSION

In the month of June, the City opened its recruiting efforts to internal staff to fill the position of Chief of Police. William Carnes has been selected to fill the role of Chief of Police from the process. William Carnes has been filling the position of Interim Police Chief for the last 2 months. He has successfully filled the role of Acting Chief and Interim Chief for 7 of the months in the last year. Effective June 22, 2024 William Carnes has been promoted to Chief of Police.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Upcoming Events

July 3, 2024	Coffee with a Cop – Hard Bean Coffee, 107 Dales Place, 8:00 a.m.
July 6, 2024	Independence Day Celebration – Community Park, Fort Lupton Recreation Center, 203 S. Harrison Ave.
July 12-13, 2024	Citywide Yard Sales
August 6, 2024	National Night Out, Koshio Park, 1 st St. & McKinley Ave. 5:00 p.m. – 8:00 p.m.