



**City of Fort Lupton
City Council
REGULAR MEETING AGENDA
Tuesday, November 17, 2020
7:00 PM
130 South McKinley Avenue**

Zo Stieber, Mayor
Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Mike Sanchez, Ward 3
David Crespín, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

You May Join in Person or Join Remotely by Registering at:
<https://attendee.gotowebinar.com/register/3302585894167381776>

- a. You may join in person or join remotely by registering here:
<https://attendee.gotowebinar.com/register/3302585894167381776>

Pledge of Allegiance

Call to Order - 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 Stieber

Approval of Agenda

Review of Accounts Payables

- a. 11172020 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. 11032020 City Council Meeting Minutes

Action Memorandum

- a. AM 2020-189 Approve a Resolution Re-Appointing Chris Cross as the City Administrator for the City of Fort Lupton for a Term to Expire November 2022
- b. AM 2020-190 Approving a Resolution Re-appointing Maricela Pena as the City Clerk for the City of Fort Lupton for a Term to Expire November 2022
- c. AM 2020-191 Approve Resolution 2020Rxxx Appointing Louis A. Gresh as the Presiding Municipal Judge for the City of Fort Lupton and Authorizing the Mayor to Sign the Service Agreement on Behalf of the City

- d. AM 2020-192 Approve Resolution 2020Rxxx Appointing Ausmus Law Firm, P.C. as the City Attorney for the City of Fort Lupton and Authorizing the Mayor to Sign the Service Agreement on Behalf of the City
- e. AM 2020-193 Award the Contract for Harrison Avenue/4th Street Engineering Design Services to Tait & Associates, Inc. for an Amount not to Exceed \$96,691.00 from Street Sales Tax

Staff Reports

Mayor/Council Reports

Future City Events

- a. 11172020 Upcoming Events

Adjourn



City of Fort Lupton

Check Report

By Check Number

Date Range: 11/03/2020 - 11/16/2020

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: Golf Course-Golf Course							
000073	AMERICAN EAGLE DISTRIBUTING CO		11/09/2020	Regular	0.00	86.00	84070
152622	Invoice	11/05/2020	GOLF-BEVERAGES-PRO SHOP		0.00	86.00	
000206	CENTURYLINK		11/09/2020	Regular	0.00	118.23	84071
3945 OCT20	Invoice	11/05/2020	GOLF-10/19-11/18 TELEPHONE SERVICES-M...		0.00	118.23	
000307	COMCAST CABLE COMM, LLC		11/09/2020	Regular	0.00	22.20	84072
606460025494 OC...	Invoice	11/05/2020	GOLF-OCT20 CABLE TV SERVICES-PRO SHOP		0.00	22.20	
000567	HIGH COUNTRY BEVERAGE CORP		11/09/2020	Regular	0.00	150.50	84073
W-3241543	Invoice	11/05/2020	GOLF-BEVERAGES-PRO SHOP		0.00	150.50	
000999	SHAMROCK FOODS COMPANY		11/09/2020	Regular	0.00	777.73	84074
21115017	Invoice	11/05/2020	GOLF-FOOD/SNACKS/SUPPLIES		0.00	777.73	
002084	UNITED SITE SERVICES		11/09/2020	Regular	0.00	415.01	84075
114-11109691	Invoice	11/05/2020	GOLF-PORTABLE RESTROOMS 10/16-11/12-...		0.00	415.01	
001183	WAXIE SANITARY SUPPLY		11/09/2020	Regular	0.00	53.05	84076
79578953	Invoice	11/05/2020	GOLF-JANITORIAL SUPPLIES-PRO SHOP		0.00	53.05	
002254	ADIDAS AMERICA INC		11/16/2020	Regular	0.00	442.05	84077
6151968012	Invoice	11/10/2020	GOLF-COLD ROY HOOD-PRO SHOP		0.00	276.78	
6151973155	Invoice	11/10/2020	GOLF-COLD ROY HOOD-PRO SHOP		0.00	165.27	
000044	AGFINITY INC		11/16/2020	Regular	0.00	2,382.09	84078
I52419	Invoice	11/10/2020	GOLF-NL 10% ETHANOL 621.1GAL-MAINT		0.00	1,761.50	
I52420	Invoice	11/10/2020	GOLF-#2 DYED ULSD 315.9GALS-MAINT		0.00	620.59	
000048	AIRGAS USA LLC		11/16/2020	Regular	0.00	12.85	84079
9975049333	Invoice	11/10/2020	GOLF-ACETYLENE/OXYGEN TANK RENTAL-M...		0.00	12.85	
000073	AMERICAN EAGLE DISTRIBUTING CO		11/16/2020	Regular	0.00	190.67	84080
52735	Invoice	11/10/2020	GOLF-CALLAWAY RETURNS-PRO SHOP		0.00	190.67	
000160	BREAKTHRU BEVERAGE GROUP		11/16/2020	Regular	0.00	181.48	84081
337424114	Invoice	11/10/2020	GOLF-BEVERAGES-PRO SHOP		0.00	121.48	
337424115	Invoice	11/10/2020	GOLF-BEVERAGES-PRO SHOP		0.00	60.00	
000239	CITY OF FORT LUPTON		11/16/2020	Regular	0.00	65,187.81	84082
INV00778	Invoice	11/10/2020	GOLF-6/27/20-7/10/20 PAYROLL PD 7/17/20		0.00	33,469.09	
INV00781	Invoice	11/10/2020	GOLF-ONE AMERICA LTD/LI/AD&D FOR AUG		0.00	181.29	
INV00864	Invoice	11/10/2020	Golf ComData Purchases		0.00	2,630.46	
INV00867	Invoice	11/10/2020	GOLF-EMPLOYEE ASSISTANCE FOR NOV20		0.00	4.69	
INV00869	Invoice	11/10/2020	GOLF-10/03/20-10/16/20 PAYROLL PD ON 1...		0.00	28,902.28	
000241	CITY OF FT LUPTON-UTIL INVOICE		11/16/2020	Regular	0.00	1,731.30	84083
110249001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-Golf		0.00	376.85	
110252001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-Golf		0.00	1,237.00	
110252101 OCT20	Invoice	11/10/2020	Water/Sewer Bill-Golf		0.00	43.81	
770214501 OCT20	Invoice	11/10/2020	Water/Sewer Bill-Golf		0.00	73.64	
000735	LL JOHNSON DISTRIBUTING		11/16/2020	Regular	0.00	533.22	84084
1843713-00	Invoice	11/10/2020	GOLF-CONE BEARING, SEAL-MAINT		0.00	48.24	
1843895-00	Invoice	11/10/2020	GOLF-STARTER ASM-MAINT		0.00	484.98	
001913	LUXOTTICA OF AMERICA, INC		11/16/2020	Regular	0.00	72.09	84085
6905970769	Invoice	11/10/2020	GOLF-SUNGLASSES-PRO SHOP		0.00	98.00	

Check Report

Date Range: 11/03/2020 - 11/16/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
6906102941	Credit Memo	11/10/2020	GOLF-REBATE CREDIT-PRO SHOP	0.00	-59.91	
6906341778	Invoice	11/10/2020	GOLF-ACCESSORY LENSES-PRO SHOP	0.00	34.00	
000999	SHAMROCK FOODS COMPANY	11/16/2020	Regular	0.00	1,131.83	84086
21127534	Invoice	11/10/2020	GOLF-FOOD/SNACKS/BEVERAGES-PRO SHOP	0.00	970.83	
21127535	Invoice	11/10/2020	GOLF-FOOD/SNACKS/SUPPLIES-PRO SHOP	0.00	161.00	
001895	TERMINIX	11/16/2020	Regular	0.00	137.00	84087
401883834	Invoice	11/10/2020	GOLF-OCT20 PEST CONTROL-PRO SHOP	0.00	137.00	
001137	UNITED POWER	11/16/2020	Regular	0.00	3,312.65	84088
1194602 NOV20	Invoice	11/11/2020	United Power	0.00	554.95	
1195001 NOV20	Invoice	11/11/2020	United Power	0.00	2,510.25	
1195701 NOV20	Invoice	11/11/2020	United Power	0.00	200.92	
19595600 NOV20	Invoice	11/11/2020	United Power	0.00	24.96	
6601202 NOV20	Invoice	11/11/2020	United Power	0.00	21.57	
001198	WELD COUNTY PUBLIC HEALTH	11/16/2020	Regular	0.00	430.00	84089
IN0028108	Invoice	11/10/2020	GOLF-2021 RETAIL FOOD LICENSE RENEWAL...	0.00	430.00	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	38	20	0.00	77,367.76
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	38	20	0.00	77,367.76

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
000037	ADVANCED URGENT CARE AND OCC MED	11/09/2020	Regular	0.00	110.00	68496
61777	Invoice	11/04/2020	GF-RANDMON TESTING-HR	0.00	55.00	
61778	Invoice	11/04/2020	GF-PRE EMPLOYMENT TESTING-HR	0.00	55.00	
002588	AJI IRRIGATION COMPANY	11/09/2020	Regular	0.00	39,060.00	68497
5610	Invoice	11/04/2020	UF-BOOSTER PUMP NON-POT-WLINE	0.00	39,060.00	
001949	CIVIL RESOURCES LLC	11/09/2020	Regular	0.00	6,342.50	68498
19-305.01.09	Invoice	11/04/2020	UF- Lagoon Mining Engineering- WWTP	0.00	6,342.50	
002226	CLAYSTONE CONSTRUCTION	11/09/2020	Regular	0.00	1,500.00	68499
R00088950	Invoice	11/04/2020	UF-HYDRANT METER DEPOSIT REFUND-UB	0.00	1,500.00	
000267	COLONIAL LIFE	11/09/2020	Regular	0.00	105.96	68500
7816820-1101958	Invoice	11/01/2020	GF-SUPPLEMENTAL INS FOR NOV20	0.00	105.96	
002650	COLORADO EMERALD SOCIETY PIPES AND DRUMS	11/09/2020	Regular	0.00	575.00	68501
2020-1111-01	Invoice	11/04/2020	CPR-FIELD OF HONOR PERFORMANCE-COM ...	0.00	575.00	
002647	COLORADO RANGERS LAW ENFORCEMENT SHARE	11/09/2020	Regular	0.00	3,000.00	68502
80621-20	Invoice	11/04/2020	Colorado Rangers Annual	0.00	3,000.00	
002653	COLORPRODUCTIVE STRATEGIC SOLUTIONS LLC	11/09/2020	Regular	0.00	4,747.80	68503
11493	Invoice	11/04/2020	GF-MARKETING POSTCARD-CITY ADM	0.00	4,747.80	
000307	COMCAST CABLE COMM, LLC	11/09/2020	Regular	0.00	217.97	68504
6460116038 OCT20	Invoice	11/05/2020	Comcast 0116038	0.00	217.97	
000455	FASTENAL COMPANY 01COFTL	11/09/2020	Regular	0.00	40.32	68505
COFTL170656	Invoice	11/04/2020	GF-REPAIR PARTS-STREETS	0.00	24.32	
COFTL170727	Invoice	11/04/2020	GF-HEX DIES-PW SHOP	0.00	16.00	
000541	GOVCONNECTION	11/09/2020	Regular	0.00	18,285.50	68506
70564020	Invoice	11/04/2020	Microsoft Office 2019 ProPlus Licences	0.00	18,285.50	
000545	GREELEY TRIBUNE	11/09/2020	Regular	0.00	176.80	68507
5633101520	Invoice	11/04/2020	GF-NEWSPAPER SUBSCRIPTION-LEGIS	0.00	176.80	
002448	HIGH PLAINS NEW HOLLAND	11/09/2020	Regular	0.00	40.40	68508
110976	Invoice	11/04/2020	GF-CAB FILTER-STREETS	0.00	40.40	
002649	INTEGRAL RECOVERIES	11/09/2020	Regular	0.00	55.00	68509
44539	Invoice	11/05/2020	GF-COLLECTION FEE COLLECTED BY CITY-CO...	0.00	55.00	
000616	J & T CONSULTING INC	11/09/2020	Regular	0.00	9,412.70	68510
2460	Invoice	11/04/2020	2020 Water Resource Plan & Decree Account..	0.00	9,412.70	
000720	LEXIPOL LLC	11/09/2020	Regular	0.00	3,574.00	68511
INV7685	Invoice	11/04/2020	Lexipol Annual Service	0.00	3,574.00	
000745	LOUIS A GRESH	11/09/2020	Regular	0.00	1,500.00	68512
103120	Invoice	11/04/2020	GF-OCT20 ARRAIGNMENTS/TRIALS-COURT	0.00	1,500.00	
000841	NEWMAN TRAFFIC SIGNS	11/09/2020	Regular	0.00	1,308.02	68513
TRFINV025991	Invoice	11/04/2020	GF-TRAFFIC SIGNS-STREETS	0.00	1,308.02	
002243	NOCO MUNICIPAL CONSULTING LLC	11/09/2020	Regular	0.00	225.00	68514
7	Invoice	11/04/2020	GF-OCT20 CONSULTING SERVICES-MISC	0.00	225.00	
000847	NORMAN'S MEMORIALS INC.	11/09/2020	Regular	0.00	170.00	68515
103020	Invoice	11/04/2020	CEM-INSCRIPTION SERVICES CHRISTMAN	0.00	170.00	
000865	OFFICE DEPOT	11/09/2020	Regular	0.00	669.68	68516
131058200001	Invoice	11/04/2020	GF-TONER CARTRIDGES-FIN	0.00	310.82	
131062585001	Invoice	11/04/2020	GF-TONER CARTRIDGES-FIN	0.00	76.82	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
132679507001	Invoice	11/04/2020	GF-OFFICE SUPPLIES-FIN	0.00	282.04	
000931	R & L TIRES	11/09/2020	Regular	0.00	100.00	68517
37511	Invoice	11/04/2020	GF-TIRE REPAIR-STREETS	0.00	20.00	
37518	Invoice	11/04/2020	UF-TRUCK TIRE REPAIR	0.00	80.00	
002652	RAMFER LLC	11/09/2020	Regular	0.00	1,451.00	68518
R00100824	Invoice	11/04/2020	UF-HYD METER REFUND/BULK WATER-UB	0.00	1,451.00	
001079	THE EMPLOYMENT FIRM	11/09/2020	Regular	0.00	1,166.40	68519
32210	Invoice	11/04/2020	GF-OCT26-OCT30 TEMP SERVICES-FIN	0.00	1,166.40	
001120	TRUDILIGENCE LLC	11/09/2020	Regular	0.00	263.18	68520
38468	Invoice	11/04/2020	GF-RANDOM TESTING/PRE EMPLOYMENT	0.00	263.18	
001126	TYLER TECHNOLOGIES	11/09/2020	Regular	0.00	1,649.97	68521
025-313714	Invoice	11/04/2020	Tyler Hosted Virtual Court	0.00	1,649.97	
001149	UTILITY NOTIFICATION CENTER	11/09/2020	Regular	0.00	447.00	68522
220100557	Invoice	11/04/2020	UF-OCT20 LINE LOCATES-W LINES	0.00	447.00	
001156	VERIZON WIRELESS SVCS LLC	11/09/2020	Regular	0.00	4,166.34	68523
9865806780	Invoice	11/05/2020	Verizon Bill	0.00	4,166.34	
001183	WAXIE SANITARY SUPPLY	11/09/2020	Regular	0.00	127.28	68524
79586208	Invoice	11/04/2020	CPR-CLING DISINFECTANT-COM CTR	0.00	95.46	
79586220	Invoice	11/04/2020	GF-CLING DISINFECTANT/GLOVES-FAC	0.00	31.82	
001189	WELD COUNTY ACCTG DEPART	11/09/2020	Regular	0.00	3,177.36	68525
103120	Invoice	11/05/2020	Weld County Fuel Purchases	0.00	3,177.36	
001212	WILLIAMS AND WEISS CONSULTING	11/09/2020	Regular	0.00	5,220.00	68526
1434	Invoice	11/04/2020	2020 Water Resource Plan & Decree Account..	0.00	5,220.00	
000703	LAND TITLE	11/09/2020	Regular	0.00	396.98	68529
HWY52	Invoice	11/09/2020	GF-CLOSING COSTS LAND PURCHASE-MISC	0.00	396.98	
001301	AAA AUTO PARTS INC	11/16/2020	Regular	0.00	39.29	68530
97071	Invoice	11/10/2020	GF-GROMMETS-STREETS	0.00	2.80	
97111	Invoice	11/10/2020	GF-GROMMETS/TERMINAL RINGS-STREETS	0.00	11.17	
98011	Invoice	11/10/2020	GF-LAMPS-STREETS	0.00	4.96	
98152	Invoice	11/10/2020	GF-BOXED MINIATURES-PW SHOP	0.00	7.38	
99172	Invoice	11/10/2020	GF-CAR WASH FLUID-PARKS	0.00	12.98	
001601	BEST BUY BUSINESS ADVANTAGE ACCOUNT	11/16/2020	Regular	0.00	1,032.70	68531
4805609	Invoice	11/10/2020	IT - Council Chambers TV's	0.00	1,032.70	
000196	CARQUEST AUTO PARTS	11/16/2020	Regular	0.00	97.50	68532
257-454612	Invoice	11/10/2020	GF-HYD FLUID-STREETS	0.00	97.50	
000225	CHRISTOPHER PELTON	11/16/2020	Regular	0.00	166.75	68533
110420	Invoice	11/10/2020	GF-MILEAGE REIMBURSEMENT-PD	0.00	166.75	
000241	CITY OF FT LUPTON-UTIL INVOICE	11/16/2020	Regular	0.00	34,259.54	68534
110035001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	1,469.05	
110221001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	388.45	
110222001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	1,220.95	
110251001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	570.76	
330025001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	281.05	
330031001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	1,426.15	
330045001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	106.95	
330092001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	266.35	
330166001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	157.05	
330920000 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	34.67	
550055501 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	74.54	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
550057001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	125.36	
550057601 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	1,077.70	
550057701 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	12,944.58	
660092001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	359.35	
770109501 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	34.65	
770116501 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	622.94	
770229001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	446.95	
770229501 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	2,125.97	
770229601 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	41.28	
770231101 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	64.76	
990004001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	100.60	
990004101 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	58.38	
990005001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	161.48	
990006001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	97.79	
990007001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	184.24	
990008001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	134.80	
990132001 OCT20	Invoice	11/10/2020	Water/Sewer Bill-City	0.00	9,682.74	
002226	CLAYSTONE CONSTRUCTION	11/16/2020	Regular	0.00	1,500.00	68535
R00100140	Invoice	11/10/2020	UF-HYDRANT METER DEPOSIT-UB	0.00	1,500.00	
000307	COMCAST CABLE COMM, LLC	11/16/2020	Regular	0.00	322.02	68536
606460124495 OC...	Invoice	11/10/2020	CPR-CABLE SERVICES 10/25-11/24-COM CTR	0.00	151.07	
6460163725 OCT20	Invoice	11/11/2020	Comcast Acct 8497 60 646 0163725	0.00	170.95	
001517	CORE&MAIN LP	11/16/2020	Regular	0.00	6,941.76	68537
N036325	Invoice	11/10/2020	UF-20X36 METER PITS-W L INES	0.00	2,250.00	
N038198	Invoice	11/10/2020	UF-METER LIDS-W LINES	0.00	618.28	
N179774	Invoice	11/10/2020	UF-METER PARTS-W LINES	0.00	1,055.75	
N222753	Invoice	11/10/2020	UF-INSERTS, TUBING-W LINES	0.00	994.00	
N222782	Invoice	11/10/2020	UF-CURB BOX-W LINES	0.00	1,718.00	
N258942	Invoice	11/10/2020	UF-METER PARTS-W LINES	0.00	165.73	
N262438	Invoice	11/10/2020	UF-METER LIDS-W LINES	0.00	140.00	
000429	EMPIRE PORTABLE RESTROOMS	11/16/2020	Regular	0.00	1,060.60	68538
50968	Invoice	11/10/2020	CPR-PORTABL RESTROOMS 7/10-8/06-COM ...	0.00	600.00	
53306	Invoice	11/10/2020	REC-PEARSON PARK PORT A POTTIES	0.00	460.60	
000467	FIRST CLASS SECURITY SYSTEMS LLC	11/16/2020	Regular	0.00	240.00	68539
123918	Invoice	11/10/2020	CPR-VIDEO SYSTEM SERVICE-COM CTR	0.00	240.00	
002011	FRONT RANGE LUMBER COMPANY	11/16/2020	Regular	0.00	24.94	68540
7201/2	Invoice	11/10/2020	GF-2X4'S-PARKS	0.00	24.94	
000513	G & G EQUIPMENT	11/16/2020	Regular	0.00	22.26	68541
104767	Invoice	11/10/2020	CEM-WALKER MOWER SEALS	0.00	22.26	
002657	GLH CONSTRUCTION	11/16/2020	Regular	0.00	1,500.00	68542
R00093111	Invoice	11/10/2020	UF-HYDRANT METER DEPOSIT REFUND-UB	0.00	1,500.00	
001719	GO PLAY INC	11/16/2020	Regular	0.00	2,000.00	68543
USA100120	Invoice	11/10/2020	GF-SHADE REPLACEMENT-PARKS	0.00	2,000.00	
002193	GOULD EVANS INC	11/16/2020	Regular	0.00	2,627.20	68544
22060307	Invoice	11/10/2020	GF-MUNICIPAL CODE UPDATE-PLAN	0.00	2,627.20	
000691	KONE INC	11/16/2020	Regular	0.00	140.80	68545
959701829	Invoice	11/10/2020	REC-OCT20 ELEVATOR MAINTENANCE	0.00	140.80	
000863	O. J. WATSON EQUIPMENT	11/16/2020	Regular	0.00	366.63	68546
93228-IN	Invoice	11/10/2020	GF-CLUTCH, THROTTLE CONTROL-STREETS	0.00	366.63	
000862	O'REILLY AUTO PARTS	11/16/2020	Regular	0.00	531.93	68547
4489-239340	Invoice	11/10/2020	ANTIFREEZE	0.00	173.88	

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Date Range: 11/03/2020 - 11/16/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
4489-242667	Invoice	11/10/2020	GF-MINI LAMP-STREETS	0.00	1.76	
4489-242811	Invoice	11/10/2020	GF-BATTERY/CORE CHARGE-STREETS	0.00	20.79	
4489-243288	Invoice	11/10/2020	GF-GROMMETS UNITS34/22-STREETS	0.00	8.87	
4489-243367	Invoice	11/10/2020	GF-PRIMARY WIRE-STREETS	0.00	7.50	
4489-244065	Invoice	11/10/2020	AIR/OIL FILTERS	0.00	124.64	
4489-244455	Invoice	11/10/2020	GF-CAPSULES-STREETS	0.00	19.10	
4489-244643	Invoice	11/10/2020	GF-WIRE TERMINALS SANDERS UNIT34/22-S...	0.00	23.50	
4489-245753	Invoice	11/10/2020	GF-BATTERY/CORE CHARGE UNIT11-STREETS	0.00	97.21	
4489-246603	Invoice	11/10/2020	MINI LAMPS	0.00	26.93	
4489-248153	Invoice	11/10/2020	CEM-BATTERY/CORE CHARGE	0.00	27.75	
000893	PETROCK FENDEL POZNANOVIC PC	11/16/2020	Regular	0.00	2,539.00	68548
31784	Invoice	11/10/2020	WST-OCT20 LEGISLATIVE FEES-WTP	0.00	2,539.00	
000937	REACH	11/16/2020	Regular	0.00	500.00	68549
69806	Invoice	11/10/2020	REC-ANNUAL RENEWAL	0.00	500.00	
000939	RECREATION SUPPLY COMPANY	11/16/2020	Regular	0.00	131.34	68550
403286	Invoice	11/10/2020	REC-POOL/SPA REAGENTS	0.00	92.78	
403905	Invoice	11/10/2020	REC-POOL/SPA REAGENTS	0.00	38.56	
000942	RENEWABLE FIBER INC	11/16/2020	Regular	0.00	106.20	68551
INV0758351	Invoice	11/10/2020	GF-METRO BROWN MULCH-PARKS	0.00	106.20	
001075	THE CONSOLIDATED MUTUAL	11/16/2020	Regular	0.00	319.07	68552
OCT20 B	Invoice	11/10/2020	UF-OCT20 WELL B ELECTRIC PERRY PIT-W ST...	0.00	33.60	
OCT20 C	Invoice	11/10/2020	UF-OCT20 WELL C ELECTRIC PERRY PIT-W ST...	0.00	33.05	
OCT20 PUMP	Invoice	11/10/2020	UF-OCT20 PUMP STATION ELECTRIC PERRY P...	0.00	252.42	
001091	THE TRAINER'S EDGE LTD	11/16/2020	Regular	0.00	375.00	68553
2020-6-LI	Invoice	11/10/2020	GF-BASIC FIELD TRAINING GROSSMAN-PD	0.00	375.00	
001101	TODD HODGES DESIGN LLC	11/16/2020	Regular	0.00	9,951.25	68554
3260	Invoice	11/11/2020	GF-PLANNING SERVICES 10/26-11/08	0.00	9,951.25	
001137	UNITED POWER	11/16/2020	Regular	0.00	34,124.29	68555
10553102 NOV20	Invoice	11/11/2020	United Power	0.00	22.47	
1195501 NOV20	Invoice	11/11/2020	United Power	0.00	1,487.63	
1195603 NOV2020	Invoice	11/11/2020	United Power	0.00	99.11	
1196401 NOV20	Invoice	11/11/2020	United Power	0.00	33.82	
1207701 NOV2020	Invoice	11/11/2020	United Power	0.00	21.05	
1223101 NOV2020	Invoice	11/11/2020	United Power	0.00	20.00	
1240301 NOV20	Invoice	11/11/2020	United Power	0.00	249.94	
1241801 NOV2020	Invoice	11/11/2020	United Power	0.00	436.68	
1241903 NOV2020	Invoice	11/11/2020	United Power	0.00	138.83	
1276101 NOV20	Invoice	11/11/2020	United Power	0.00	366.37	
1279801 NOV20	Invoice	11/11/2020	United Power	0.00	24.72	
1295501 NOV2020	Invoice	11/11/2020	United Power	0.00	68.44	
1296101 NOV20	Invoice	11/11/2020	United Power	0.00	111.10	
1299501 NOV2020	Invoice	11/11/2020	United Power	0.00	112.00	
1302801 NOV2020	Invoice	11/11/2020	United Power	0.00	1,497.07	
1302901 NOV20	Invoice	11/11/2020	United Power	0.00	150.05	
1316801 NOV20	Invoice	11/11/2020	United Power	0.00	477.82	
1322501 NOV2020	Invoice	11/11/2020	United Power	0.00	6,026.59	
1360303 NOV20	Invoice	11/11/2020	United Power	0.00	43.47	
13842400 NOV20	Invoice	11/11/2020	United Power	0.00	47.45	
14427100 NOV20	Invoice	11/11/2020	United Power	0.00	146.35	
15232500 NOV20	Invoice	11/11/2020	United Power	0.00	21.98	
17149700 NOV20	Invoice	11/11/2020	United Power	0.00	58.16	
17761600 NOV20	Invoice	11/11/2020	United Power	0.00	20.12	
17868800 NOV20	Invoice	11/11/2020	United Power	0.00	20.00	
18057500 NOV20	Invoice	11/11/2020	United Power	0.00	515.08	

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Date Range: 11/03/2020 - 11/16/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
18498400 NOV20	Invoice	11/11/2020	United Power	0.00	59.30	
18762100 NOV20	Invoice	11/11/2020	United Power	0.00	50.76	
19545100 NOV20	Invoice	11/11/2020	United Power	0.00	590.79	
20040100 NOV20	Invoice	11/11/2020	United Power	0.00	255.63	
3399301 NOV20	Invoice	11/11/2020	United Power	0.00	52.13	
6612303 NOV20	Invoice	11/11/2020	United Power	0.00	21.07	
6779701 NOV20	Invoice	11/11/2020	United Power	0.00	6,282.36	
704901 NOV20	Invoice	11/11/2020	United Power	0.00	8,103.48	
7225800 NOV20	Invoice	11/11/2020	United Power	0.00	21.30	
726705 NOV20	Invoice	11/11/2020	United Power	0.00	20.00	
7280200 NOV20	Invoice	11/11/2020	United Power	0.00	21.79	
733101 NOV2020	Invoice	11/11/2020	United Power	0.00	207.49	
762901 NOV20	Invoice	11/11/2020	United Power	0.00	960.46	
803908 NOV20	Invoice	11/11/2020	United Power	0.00	4,596.34	
8976200 NOV20	Invoice	11/11/2020	United Power	0.00	665.09	
001147	USA BLUE BOOK	11/16/2020	Regular	0.00	1,562.88	68557
396818	Invoice	11/10/2020	UF-MARKING FLAGS AND WHISKERS, HAND ...	0.00	1,562.88	
001963	WASTE CONNECTIONS OF COLO, INC	11/16/2020	Regular	0.00	517.04	68558
1187327 OCT20	Invoice	11/11/2020	Waste Connections	0.00	106.94	
1187330 OCT20	Invoice	11/11/2020	Waste Connections	0.00	276.68	
31174339 OCT20	Invoice	11/11/2020	Waste Connections	0.00	48.53	
31174340 OCT20	Invoice	11/11/2020	Waste Connections	0.00	84.89	
001217	WOHNRADE CIVIL ENGINEERS INC	11/16/2020	Regular	0.00	5,066.27	68559
2073	Invoice	11/10/2020	GF- 9th Street Design- Streets	0.00	5,066.27	
000119	BANK OF COLORADO	11/06/2020	Bank Draft	0.00	5,157.56	DFT0001429
INV0000892	Invoice	11/06/2020	HSA DISTRIBUTION	0.00	5,157.56	
000119	BANK OF COLORADO	11/06/2020	Bank Draft	0.00	469.91	DFT0001430
INV0000893	Invoice	11/06/2020	HSA DISTRIBUTION	0.00	469.91	
001416	VALIC_1	11/06/2020	Bank Draft	0.00	26,493.96	DFT0001431
INV0000894	Invoice	11/06/2020	VALIC - 457(b) \$ Contributions	0.00	26,493.96	
001265	IRS	11/06/2020	Bank Draft	0.00	44,105.27	DFT0001432
INV0000895	Invoice	11/06/2020	Federal Withholding	0.00	44,105.27	
001418	CO DEPARTMENT OF REVENUE	11/06/2020	Bank Draft	0.00	7,077.96	DFT0001433
INV0000896	Invoice	11/06/2020	CO Withholding	0.00	7,077.96	
000465	FIRE & POLICE PENSION ASC	11/10/2020	Bank Draft	0.00	1,397.37	DFT0001447
110820	Invoice	11/10/2020	GF-FPPA PAYMENT FOR PAYROLL 11/08/20-...	0.00	1,397.37	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	162	61	0.00	217,348.42
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	6	6	0.00	84,702.03
EFT's	0	0	0.00	0.00
	168	67	0.00	302,050.45

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	200	81	0.00	294,716.18
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	6	6	0.00	84,702.03
EFT's	0	0	0.00	0.00
	206	87	0.00	379,418.21

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	11/2020	77,367.76
999	POOLED CASH/CONSOLIDATED CASH	11/2020	302,050.45
			379,418.21

Transaction Date	Merchant Name	Description	Net Cost	Account #
9/18/2020	USPS PO 0732220392	GF-envelope needed for addtl postage-ADMIN	\$ 0.20	100-1120-531800
9/18/2020	USPS PO 0732220392	GF-postage, liquor application-CITY CLK	\$ 8.70	100-1300-531800
9/25/2020	ACE HARDWARE OF FORT L	GF-lysol for office/Armando-ADMIN	\$ 31.46	100-1120-520200
9/28/2020	SAFEWAY #1045	GF-kitchen supplies-ADMIN	\$ 3.99	100-1120-520200
9/28/2020	SAFEWAY #1045	GF-kitchen supplies-ADMIN	\$ 65.88	100-1120-520200
9/28/2020	SAFEWAY #1045	GF-kitchen supplies-ADMIN	\$ 10.98	100-1120-520200
9/28/2020	SAFEWAY #1045	GF-card for employee-CITY ADM	\$ 3.99	100-1100-550100
9/28/2020	SAFEWAY #1045	GF-kitchen supplies-ADMIN	\$ (71.37)	100-1120-520200
			\$ 53.83	
9/1/2020	THE HOME DEPOT #1547	GF-weed cutter-STREETS	\$ 16.47	100-3100-53650
9/1/2020	THE HOME DEPOT #1547	GF-weed cutter-STREETS	\$ 16.47	100-3100-53650
9/1/2020	THE HOME DEPOT #1547	GF-weed cutter-STREETS	\$ 16.47	100-3100-53650
9/1/2020	THE HOME DEPOT #1547	GF-weed cutter-STREETS	\$ 16.47	100-3100-53650
9/1/2020	THE HOME DEPOT #1547	GF-weed cutter-STREETS	\$ 6.36	100-3100-53650
9/2/2020	ACE HARDWARE OF FORT L	UF-pump parts-S LINES	\$ 8.99	400-5130-520100
9/3/2020	ACE HARDWARE OF FORT L	UF-General fleet-S LINES	\$ 12.48	400-5130-532400
9/3/2020	ACE HARDWARE OF FORT L	UF-General fleet-W LINES	\$ 12.48	400-5000-532400
9/9/2020	ACE HARDWARE OF FORT L	GF-sprayer for sander-STREETS	\$ 19.99	100-3100-532400
9/15/2020	ACE HARDWARE OF FORT L	GF-John Deer F-1145 Mower-STREETS	\$ 14.82	100-3100-832400
9/17/2020	AMZN MKTP US*M443Y6N22	GF-Fleet-STREETS	\$ 13.33	100-3100-532400
9/17/2020	AMZN MKTP US*M443Y6N22	UF-Fleet-W LINES	\$ 13.33	400-5000-532700
9/17/2020	AMZN MKTP US*M443Y6N22	UF-Fleet-S LINES	\$ 13.32	400-5130-532700
9/25/2020	ACE HARDWARE OF FORT L	UF-water supplies-W LINES	\$ 22.53	400-5000-520900
9/28/2020	ACE HARDWARE OF FORT L	GF-New Holland U-40 -STREETS	\$ 8.99	100-3100-532400
9/4/2020	ACE HARDWARE OF FORT L	GF-cleaning supplies-PW SHOP	\$ 28.16	100-3000-520100
9/8/2020	SHELL OIL 57444420707	GF-fuel-STREETS	\$ 18.12	100-3100-520800
9/23/2020	ACE HARDWARE OF FORT L	SSTX-Air freshener for truck-STREETS	\$ 9.98	200-3100-520100
9/17/2020	ACE HARDWARE OF FORT L	UF-locate materials-W LINES	\$ 70.10	400-5000-520100
9/25/2020	THE HOME DEPOT #1547	GF-Streets-STREETS	\$ 59.74	100-3100-520100
9/11/2020	ACE HARDWARE OF FORT L	GF-keys-PW SHOP	\$ 35.66	100-3000-520100
9/11/2020	ACE HARDWARE OF FORT L	GF-keychain-PW SHOP	\$ 1.38	100-3000-520100
9/21/2020	SBM TRAVEL SHOP	GF-fuel-STREETS	\$ 58.17	100-3100-520800
9/22/2020	ACE HARDWARE OF FORT L	GF-hose-PW SHOP	\$ 26.99	100-3000-532700
9/22/2020	ACE HARDWARE OF FORT L	GF-trimmer line-STREETS	\$ 34.98	100-3100-520100
9/15/2020	ACE HARDWARE OF FORT L	CEM-cemetery	\$ 27.98	350-3670-520100
9/17/2020	HOMEDEPOT.COM	UF-light for water leaks-W LINES	\$ 39.00	400-5000-520100
9/17/2020	HOMEDEPOT.COM	UF-light for water leaks-W LINES	\$ 5.99	400-5000-520100
9/17/2020	HOMEDEPOT.COM	UF-light for water leaks-W LINES	\$ 3.10	400-5000-520100
8/31/2020	ACE HARDWARE OF FORT L	GF-concrete -STREETS	\$ 47.92	100-3100-532650
9/4/2020	ACE HARDWARE OF FORT L	GF-trash bags-STREETS	\$ 10.99	100-3100-520100
9/8/2020	ACE HARDWARE OF FORT L	UF-water supplies-W LINES	\$ 20.98	400-5000-520100
9/10/2020	ACE HARDWARE OF FORT L	UF-square plugs-W LINES	\$ (2.00)	400-5000-532500
9/10/2020	ACE HARDWARE OF FORT L	UF-square plugs, tape-W LINES	\$ 10.67	400-5000-532500
9/23/2020	ACE HARDWARE OF FORT L	GF-o rings, paint-STREETS	\$ 13.18	100-3100-520100
9/10/2020	VISTAPR*VISTAPRINT.COM	GF-Business Cards Shannon & Maria-CITY ADM	\$ 38.99	100-1100-520100
9/19/2020	RAND WORLDWIDE INC.	UF-Training Class-W LINES	\$ 825.00	400-5000-532800

9/19/2020	RAND WORLDWIDE INC.	UF-Training Class-W LINES	\$ 1,225.00	400-5000-532800
9/22/2020	RAND WORLDWIDE INC.	UF-Training Class-W LINES	\$ (615.00)	400-5000-532800
			\$ 2,207.58	
9/2/2020	AMZN MKTP US*MU06I1TS2	GF-Amazon - \$144.98 - IT Toolkit-IT	\$ 74.99	100-1500-520100
9/2/2020	AMZN MKTP US*MU06I1TS2	GF-Amazon - \$144.98 - IT Toolkit-IT	\$ 69.99	100-1500-520100
9/8/2020	THE CITY OF FORT LUPTO	GF-TEST_taksamitowski_2020-09-29-16-15-00-IT	\$ (1.00)	100-1500-520100
9/8/2020	AMZN MKTP US*MU77A6IJ1	GF-Amazon - \$9.99 Sidewalk Chalk-MISC	\$ 9.99	100-1800-520350
9/8/2020	THE CITY OF FORT LUPTO	GF-TEST_taksamitowski_2020-09-29-16-15-00-IT	\$ 1.00	100-1500-520100
9/9/2020	EXPERTS EXCHANGE LLC	GF-ExpertsExchange- \$239.88 - Subscription-IT	\$ 239.88	100-1500-530800
9/11/2020	AMZN MKTP US*MU7NU09U2	GF-Amazon - \$538.32 - IT Supplies 4 of 4-IT	\$ 74.85	100-1500-531050
9/13/2020	AMAZON.COM*MU5MZ5RR2	GF-Amazon - \$538.32 - IT Supplies 1 of 4-IT	\$ 49.98	100-1500-531050
9/13/2020	AMAZON.COM*MU57U66Q0	GF- Amazon - \$231.87 - Christy RomanoTRAPPER DAYS	\$ 231.87	100-1700 – 53200
9/13/2020	AMZN MKTP US*M453G0ZT1	GF-Amazon - \$538.32 - IT Supplies 3 of 4-IT	\$ 11.49	100-1500-531050
9/13/2020	AMZN MKTP US*M453G0ZT1	GF-Amazon - \$538.32 - IT Supplies 3 of 4-IT	\$ 75.99	100-1500-531050
9/13/2020	AMZN MKTP US*M453G0ZT1	GF-Amazon - \$538.32 - IT Supplies 3 of 4-IT	\$ 119.98	100-1500-531050
9/13/2020	AMZN MKTP US*M453G0ZT1	GF-Amazon - \$538.32 - IT Supplies 3 of 4-IT	\$ 119.98	100-1500-531050
9/16/2020	AMAZON.COM*MU2WZ8U30	GF-Amazon - \$39.79 - RS232 to USB Cables, Command Hooks 1 of 2-IT	\$ 9.99	100-1500-531050
9/16/2020	AMAZON.COM*MU2956U50	GF-Amazon - \$538.32 - IT Supplies 1 of 4-IT	\$ 38.00	100-1500-531050
9/17/2020	AMAZON.COM*MU5G84YF0 A	GF-Amazon - \$116.68 - IT System repair tools-IT	\$ 104.99	100-1500-531050
9/17/2020	AMAZON.COM*MU5G84YF0 A	GF-Amazon - \$116.68 - IT System repair tools-IT	\$ 11.69	100-1500-531050
9/26/2020	AMZN MKTP US*M49GB0202	GF-Amazon - \$59.62 - Monitor and Screen Protectors-IT	\$ 52.98	100-1500-531050
9/26/2020	AMZN MKTP US*M49GB0202	GF-Amazon - \$59.62 - Monitor and Screen Protectors-IT	\$ 6.64	100-1500-531050
9/1/2020	APPLE.COM/BILL	GF-GF-Microsoft Legislative-LEGIS	\$ 9.99	100-1000-530600
9/14/2020	PEPPER POD RESTAURANT	GF-GF-Meeting with Hudson Mayor-Leg-LEGIS	\$ 25.92	100-1000-533000
9/16/2020	DOMINO'S 6372	GF-GF-Luch for CARES Volunteers - Leg-LEGIS	\$ 61.52	100-1000-533000
9/17/2020	WENDYS STORE #11693	GF-GF-Luch for CARES Volunteers - Leg-LEGIS	\$ 15.88	100-1000-533000
9/18/2020	APPLE.COM/BILL	GF-GF-Apple Storage Plan- Legislative-LEGIS	\$ 2.99	100-1000-530600
			\$ 1,419.58	
9/22/2020	MTNSTATEEM	GF-Employment Law Update -COURT	\$ 229.00	100-1200-532800
9/22/2020	OFFICE DEPOT #2161	GF-office supplies-COURT	\$ 3.98	100-1200-520200
9/22/2020	OFFICE DEPOT #2161	GF-office supplies-COURT	\$ 56.67	100-1200-520200
9/22/2020	OFFICE DEPOT #2161	GF-office supplies-COURT	\$ 4.25	100-1200-520200
9/23/2020	OFFICE DEPOT #1080	GF-office supplies-COURT	\$ 10.99	100-1200-520200
9/23/2020	OFFICE DEPOT #1080	GF-office supplies-COURT	\$ 0.76	100-1200-520200
9/25/2020	BLUE360 MEDIA LLC	GF-Co Peace officers handbook-COURT	\$ 116.75	100-1200-520200
			\$ 422.40	
9/8/2020	CGFOA	GF-GF-Financial Reporting Class-Fomamce-FIN	\$ 40.00	100-1600-532800
9/11/2020	SAFEWAY #1045	GF-GF-Paper Plates for Breakroom-Admin-ADMIN	\$ 3.99	100-1120-520100
9/11/2020	SAFEWAY #1045	GF-GF-Paper Plates for Breakroom-Admin-ADMIN	\$ 0.28	100-1120-520100
9/11/2020	DOMINO'S 6372	GF-GF-Staff Pizza Lunch-Admin-CITY ADM	\$ 93.36	100-1100-551900
			\$ 137.63	
9/1/2020	INDEED	GF-Recruitment per attached-HR	\$ 451.89	100-1400-532300
9/25/2020	INDEED	GF-Recruitment per attached-HR	\$ 19.86	100-1400-532300
9/3/2020	CBI ONLINE	GF-Pre-employment fee - receipt sent via blue envelope-HR	\$ 5.00	100-1400-531900
			\$ 476.75	
9/1/2020	ACE HARDWARE OF FORT L	REC-fasteners	\$ 2.91	500-6700-532500
9/2/2020	ACE HARDWARE OF FORT L	REC-wasp & hornet spray	\$ 5.00	500-6700-532500

9/2/2020	ACE HARDWARE OF FORT L	REC-6" vent cover	\$	24.99	500-6700-532500
9/2/2020	ACE HARDWARE OF FORT L	REC-air filters	\$	51.96	500-6700-532500
9/9/2020	ACE HARDWARE OF FORT L	REC-gfi receptacle	\$	45.98	500-6700-532500
9/10/2020	THE HOME DEPOT 1547	GF-supply lines/valve	\$	341.92	100-110150
9/10/2020	NAPA AUTO PARTS	REC-retainer	\$	11.38	500-6700-532500
9/14/2020	ACE HARDWARE OF FORT L	REC-blue spray paint	\$	9.98	500-6700-532500
9/15/2020	ACE HARDWARE OF FORT L	REC-two keys	\$	9.96	500-6700-532500
9/16/2020	THE HOME DEPOT 1552	GF-supply lines/faucet	\$	377.80	100-110150
9/16/2020	ACE HARDWARE OF FORT L	REC-slime sealant	\$	36.99	500-6700-532500
9/23/2020	ACE HARDWARE OF FORT L	REC-grinding stones	\$	10.77	500-6700-532500
9/23/2020	ACE HARDWARE OF FORT L	CPR-4 cans white spray paint-ATHL	\$	27.96	230-6020-532400
9/24/2020	THE HOME DEPOT 1547	REC-yellow striping paint	\$	83.86	500-6700-532500
9/24/2020	GREASE MONKEY #937	REC-oil change	\$	79.67	500-6700-532500
9/3/2020	ACE HARDWARE OF FORT L	GF-filters-MISC	\$	25.98	100-1800-520350
9/10/2020	ACE HARDWARE OF FORT L	GF-shut off valves	\$	44.44	110-110150
9/20/2020	AMZN MKTP US*M49G80PI2	CPR-garment bags-MUSEUM	\$	65.97	230-6040-520100
9/20/2020	AMZN MKTP US*M49G80PI2	CPR-garment bags-MUSEUM	\$	31.99	230-6040-520100
9/21/2020	CES 486	CPR-breakers-ATHL	\$	19.78	230-6020-532400
9/21/2020	LOWES #02479*	GF-wire	\$	21.84	110-110150
9/21/2020	ACE HARDWARE OF FORT L	GF-hvac conduit	\$	20.49	110-110150
9/22/2020	ACE HARDWARE OF FORT L	GF-wire, strap	\$	66.83	110-110150
9/22/2020	ACE HARDWARE OF FORT L	CPR-set screws-ATHL	\$	1.58	230-6020-532400
9/23/2020	ACE HARDWARE OF FORT L	CPR-key-ATHL	\$	2.49	230-6020-532400
9/28/2020	ACE HARDWARE OF FORT L	GF-led bulbs-FAC	\$	9.99	100-3300-532400
9/10/2020	AMERICAN RED CROSS	REC-Arc LG Rec Cert	\$	38.00	500-6700-532800
9/17/2020	GREEN CO2 SYSTEMS	REC-Monthly Rental/CO2	\$	153.94	500-6700-530600
9/17/2020	GREEN CO2 SYSTEMS	REC-Monthly Rental/CO2	\$	190.06	500-6700-520400
9/22/2020	ACE HARDWARE OF FORT L	GF-Nozzle for shop hose.-PARKS	\$	9.99	100-3500-520100
9/25/2020	ACE HARDWARE OF FORT L	GF-Padlock for gate.-PARKS	\$	33.36	100-3500-520100
9/12/2020	SAFEWAY #1045	GF-restaurant supplies	\$	0.58	110-110150
9/12/2020	SAFEWAY #1045	GF-restaurant supplies	\$	0.25	110-110150
9/12/2020	SAFEWAY #1045	GF-restaurant supplies	\$	6.58	110-110150
9/12/2020	SAFEWAY #1045	GF-restaurant supplies	\$	5.49	110-110150
9/12/2020	SAFEWAY #1045	GF-restaurant supplies	\$	5.97	110-110150
9/12/2020	SAFEWAY #1045	GF-restaurant supplies	\$	(1.73)	110-110150
9/18/2020	TIPS/HEALTH COMMUNICAT	GF-jeremy web alcoghol training	\$	42.76	110-110150
9/21/2020	SAFEWAY #1045	GF-restaurant supplies	\$	13.56	110-110150
9/21/2020	SAFEWAY #1045	GF-restaurant supplies	\$	2.49	110-110150
9/21/2020	SAFEWAY #1045	GF-restaurant supplies	\$	2.49	110-110150
9/21/2020	SAFEWAY #1045	GF-restaurant supplies	\$	11.98	110-110150
9/21/2020	SAFEWAY #1045	GF-restaurant supplies	\$	13.29	110-110150
9/22/2020	SAFEWAY #1045	GF-restaurant supplies	\$	0.12	110-110150
9/22/2020	SAFEWAY #1045	GF-restaurant supplies	\$	0.12	110-110150
9/22/2020	SAFEWAY #1045	GF-restaurant supplies	\$	6.29	110-110150
9/22/2020	SAFEWAY #1045	GF-restaurant supplies	\$	5.76	110-110150
9/9/2020	ACE HARDWARE OF FORT L	GF-backflow protection-PARKS	\$	32.58	100-3500-520100
9/14/2020	USPS PO 0732220392	CPR-basketball-ATHL	\$	110.00	230-6020-520100

9/17/2020	BSN SPORTS LLC	REC-speed bags	\$	98.37	500-6700-520100
9/17/2020	BSN SPORTS LLC	REC-basketball nets	\$	29.46	500-6700-520100
9/17/2020	SHOPLET.COM	CPR-paper-ATHL	\$	144.10	230-6020-520100
9/28/2020	HASTY AWARDS	CPR-volleyball medals-ATHL	\$	50.85	230-6020-520100
9/29/2020	BSN SPORTS LLC	REC-stamps	\$	262.20	500-6700-531800
9/9/2020	SAFEWAY #1045	GF-break room supply-PARKS	\$	0.75	100-3500-520100
9/9/2020	SAFEWAY #1045	GF-break room supply-PARKS	\$	11.99	100-3500-520100
9/9/2020	SAFEWAY #1045	GF-break room supply-PARKS	\$	23.98	100-3500-520100
9/9/2020	SAFEWAY #1045	GF-break room supply-PARKS	\$	35.97	100-3500-520100
9/9/2020	SAFEWAY #1045	GF-break room supply-PARKS	\$	(46.19)	100-3500-520100
9/17/2020	ACE HARDWARE OF FORT L	GF-spray paint removal-PARKS	\$	40.97	100-3500-520100
9/1/2020	USPS PO 0732220392	CPR-postage-SENIORS	\$	220.00	230-6050-531800
8/28/2020	THE WEBSTAIRANT STORE	CPR-refund-ATHL	\$	(19.87)	230-6020 532400
9/24/2020	AMAZON PRIME*M48BQ4PX0	CPR-annual subscription-COMM CTR	\$	119.00	230-6000-530800
9/2/2020	THE TORO COMPANY	GF-irrigation support	\$	212.00	110-110150
9/20/2020	AMZN MKTP US*M40220ZA0	GF-SEACHOICE 19151 EMERGENCY HAND-OPER	\$	48.08	110-110150
9/20/2020	AMZN MKTP US*M40220ZA0	GF-KING INNOVATION 48036 KING SIPHON P	\$	28.73	110-110150
9/20/2020	AMZN MKTP US*M40220ZA0	GF-VIVE SUCTION CUP REACHER GRABBER -	\$	37.98	110-110150
9/2/2020	QUALITY OF COLORADO FI	REC-AED Battery/PADS Pearson park	\$	250.99	500-6700-520100
9/15/2020	OFFICE DEPOT #2720	GF-Ledger paper for COVID-19 GraNT-MISC	\$	57.18	100-1800-520350
9/9/2020	K & K SURPLUS	GF-sweatshirt embroidery-PARKS	\$	254.40	100-3500-533100
9/10/2020	ACE HARDWARE OF FORT L	GF-flowers for rec/city hall-PARKS	\$	204.31	100-3500-520500
9/12/2020	CARHARTT	GF-backflow repair-PARKS	\$	313.77	100-3500-520100
9/15/2020	ACE HARDWARE OF FORT L	GF-drill battery/backflow cage paint-PARKS	\$	68.31	100-3500-520100
9/19/2020	AMZN MKTP US*M428P6FW0	GF-replace old leaf blower-PARKS	\$	203.32	100-3500-532400
9/22/2020	SQ *BG'S JAPANESE DESI	GF-bee control at rec-PARKS	\$	69.00	100-3500-520100
9/22/2020	ACE HARDWARE OF FORT L	GF-irrigation clock repair-PARKS	\$	32.76	100-3500-520100
9/25/2020	THE HOME DEPOT 1547	GF-light for truck-PARKS	\$	98.28	100-3500-532400
9/28/2020	ACE HARDWARE OF FORT L	GF-irrigation subscription-PARKS	\$	279.95	100-3500-520100
9/28/2020	SMARTLINK	GF-irrigation subscription-PARKS	\$	20.00	100-3500-520100
9/28/2020	SMARTLINK	GF-irrigation subscription-PARKS	\$	20.00	100-3500-520100
9/28/2020	SMARTLINK	GF-sweatshirts-PARKS	\$	20.00	100-3500-533100
9/21/2020	USPS PO 0710440379	GF-winterfestTRAPPER DAYS	\$	33.60	100-1700-554080
9/29/2020	ULINE *SHIP SUPPLIES	GF-mailer fo mayorTRAPPER DAYS	\$	181.82	100-1700-531800
9/9/2020	AMZN MKTP US*MU3KM4QG2	GF-thermoeters-MISC	\$	77.98	100-1800-520350
9/14/2020	FORT LUPTON PRESS	CPR-Fort Lupotn Press-MUSEUM	\$	40.99	230-6040-530800
9/1/2020	WF* WAYFAIR 3406296203	GF-vanity for men's room	\$	1,180.46	110-110150
9/19/2020	AMAZON.COM*M484W8FH0 A	GF-filter for water fountain	\$	55.48	110-110150
9/22/2020	LOWES #02479*	GF-1-2-8 TC #2 WHITEWOOD BOARD	\$	9.00	110-110150
9/22/2020	LOWES #02479*	GF-2-4-104-5/8 #2 DF-HF/LRCH/FIR STD	\$	76.40	110-110150
9/22/2020	LOWES #02479*	GF-3.5-IN X 8-FT PINE RUSTIC SILO	\$	53.82	110-110150
9/22/2020	LOWES #02479*	GF-1-1/8-IN X 8-FT PINE LATTICE 268	\$	4.88	110-110150
9/22/2020	LOWES #02479*	GF-KW VB SGL SEC DEADBOLT	\$	18.98	110-110150
9/22/2020	LOWES #02479*	GF-3-1/2-IN BLACK GATE HINGE 2-CT	\$	24.56	110-110150
9/22/2020	LOWES #02479*	GF-18-IN BLACK CANE BOLT	\$	11.98	110-110150
9/22/2020	LOWES #02479*	GF-V11 ORNA GRIP BLACK	\$	11.96	110-110150
9/22/2020	LOWES #02479*	GF-3/8-4-8 8OC LP SMARTSIDE STR CDR	\$	65.96	110-110150

8/31/2020	ACE HARDWARE OF FORT L	GF-irrigation repair-PARKS	\$	32.43	100-3500-520100
9/14/2020	ACE HARDWARE OF FORT L	GF-tools for shop-PARKS	\$	9.59	100-3500-520100
9/17/2020	ACE HARDWARE OF FORT L	GF-irrigation repair-PARKS	\$	30.57	100-3500-520100
9/17/2020	ACE HARDWARE OF FORT L	GF-irrigation repair-PARKS	\$	3.68	100-3500-520100
9/18/2020	ACE HARDWARE OF FORT L	GF-irrigation repair-PARKS	\$	9.99	100-3500-520100
9/24/2020	ACE HARDWARE OF FORT L	GF-trailor repair-PARKS	\$	4.99	100-3500-532400
9/25/2020	REDNECK TRAILER SUP 9	GF-irrigation repair-PARKS	\$	67.71	100-3500-520100
9/3/2020	SAMS CLUB #4745	CPR-Monthly fee-COMM CTR	\$	69.90	230-6000-530600
9/15/2020	STAMPS.COM	REC-batteries & Tissue	\$	17.99	500-6700-520300
			\$	7,401.80	
9/2/2020	WAL-MART #1659	GF-simple green,baking soda-COMM SVCS	\$	50.69	100-2200-520100
9/9/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	4.60	100-2200-531800
9/11/2020	SAFEWAY FUEL1045	GF-fuel-COMM SVCS	\$	26.19	100-2200-520800
9/11/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	4.60	100-2200-531800
9/14/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	4.60	100-2200-531800
9/14/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	2.05	100-2200-531800
9/14/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	0.70	100-2200-531800
9/14/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	0.55	100-2200-531800
9/16/2020	WALGREENS #6344	GF-evidence processing-PD	\$	0.85	100-2100-520100
9/18/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	1.50	100-2200-531800
9/18/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	0.55	100-2200-531800
9/18/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	5.80	100-2200-531800
9/18/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	5.80	100-2200-531800
9/18/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	5.80	100-2200-531800
9/18/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	5.80	100-2200-531800
9/18/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	5.80	100-2200-531800
9/18/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	5.80	100-2200-531800
9/18/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	5.80	100-2200-531800
9/18/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	5.80	100-2200-531800
9/22/2020	AMAZON.COM*M435136E1	GF-1WC COTTON TIPPED ST-PD	\$	183.88	100-2100-520100
9/22/2020	AMAZON.COM*M435136E1	GF-1WC COTTON TIPPED ST-PD	\$	(0.02)	100-2100-520100
9/22/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	5.80	100-2200-531800
9/23/2020	QDOBA 2245	GF-meals-PD	\$	41.18	100-2100-533000
9/23/2020	OTC BRANDS INC	GF-1000 PIECE CANDY ASSORTMENTS-COMM SVCS	\$	49.99	100-2200-553890
9/23/2020	OTC BRANDS INC	GF-1000 PIECE CANDY ASSORTMENTS-COMM SVCS	\$	3.45	100-2200-553890
9/24/2020	AMZN MKTP US*M410I87Y1	GF-200 PIECES HALLOWEEN CELLOPHANE BAG-COMM SVCS	\$	38.46	100-2200-553890
9/25/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	4.60	100-2200-531800
9/27/2020	WAL-MART #3867	GF-candy assortment-PD	\$	47.96	100-2100-520100
9/29/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	5.80	100-2200-531800
9/29/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	5.80	100-2200-531800
9/29/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	5.80	100-2200-531800
9/29/2020	USPS PO 0732220392	GF-postage-COMM SVCS	\$	5.80	100-2200-531800
9/2/2020	CIRCLE K # 44109	GF-fuel-PD	\$	14.65	100-2100-520800
9/8/2020	CIRCLE K # 44109	GF-fuel-PD	\$	25.15	100-2100-520800
9/6/2020	CONOCO - SEI 1045979	GF-fuel-PD	\$	28.64	100-2100-520800
9/7/2020	CIRCLE K # 44109	GF-fuel-PD	\$	16.61	100-2100-520800
9/8/2020	CIRCLE K # 44109	GF-fuel-PD	\$	40.34	100-2100-520800
9/15/2020	CIRCLE K # 44109	GF-fuel-PD	\$	32.86	100-2100-520800

9/22/2020	CIRCLE K # 44109	GF-fuel-PD	\$	28.69	100-2100-520800
9/29/2020	CONOCO - SEI 1045979	GF-fuel-PD	\$	32.70	100-2100-520800
9/1/2020	O'REILLY AUTO PARTS 44	GF-wiper blade-PD	\$	17.09	100-2100-532700
9/10/2020	EXXONMOBIL 48234801	GF-fuel-PD	\$	49.08	100-2100-520800
9/17/2020	CIRCLE K # 44109	GF-fuel-PD	\$	37.85	100-2100-520800
8/31/2020	DU TOUCHNET	GF-2020 Public Safety Leadership-PD	\$	1,850.00	100-2100-532800
9/1/2020	IN *PEACEKEEPER PRODUC	GF-Peacekeeper RCB course-PD	\$	560.00	100-2100-532800
9/2/2020	DESERT SNOW 1	GF-training-PD	\$	599.00	100-2100-532800
9/3/2020	DEPUTY.COM	GF-monthly scheduling-PD	\$	65.00	100-2100-530600
9/3/2020	KRAV MAGA WORLDWIDE	GF-KravMaga Law Enforcement course-PD	\$	625.00	100-2100-532800
9/9/2020	AMERICAN RED CROSS	GF-First Aid/CPR/AED-PD	\$	(350.00)	100-2100-532800
9/9/2020	AMERICAN RED CROSS	GF-First Aid/CPR/AED-PD	\$	(350.00)	100-2100-532800
9/9/2020	AMERICAN RED CROSS	GF-First Aid/CPR/AED-PD	\$	(350.00)	100-2100-532800
9/9/2020	AMERICAN RED CROSS	GF-First Aid/CPR/AED-PD	\$	350.00	100-2100-532800
9/9/2020	AMERICAN RED CROSS	GF-First Aid/CPR/AED-PD	\$	700.00	100-2100-532800
9/11/2020	SPRINGHILL STS GRND JN	GF-Hart lodging-PD	\$	103.00	100-2100-533000
9/12/2020	AMERICAN RED CROSS	GF-First Aid/CPR/AED-PD	\$	(700.00)	100-2100-532800
9/16/2020	PANDA EXPRESS #2086 P	GF-oral boards/lunch-PD	\$	53.00	100-2100-533000
9/17/2020	AMERICAN RED CROSS	GF-First Aid/CPR/AED-PD	\$	700.00	100-2100-532800
9/18/2020	RBT PANDA EXPRESS #208	GF-oral boards/lunch-PD	\$	(2.12)	100-2100-533000
9/26/2020	WALGREENS #12864	GF-range-PD	\$	2.73	100-2100-520100
9/2/2020	TLO TRANSUNION	GF-background services-PD	\$	100.00	100-2100-530600
9/14/2020	SMARTSIGN	GF-outdoor engraved signs-PD	\$	93.14	100-2100-520100
9/21/2020	CIRCLE K # 44109	GF-fuel-PD	\$	29.52	100-2100-520800
9/24/2020	CIRCLE K # 44109	GF-fuel-PD	\$	29.32	100-2100-520800
9/10/2020	FORT LUPTON CAR WASH	GF-car wash-PD	\$	8.00	100-2100-532700
9/4/2020	CIRCLE K # 44109	GF-fuel-PD	\$	19.00	100-2100-520800
8/31/2020	NOTARY.NET	GF-notary stamp-PD	\$	21.25	100-2100-531100
9/8/2020	ACE HARDWARE OF FORT L	GF-keys/tags-PD	\$	5.85	100-2100-520100
9/15/2020	CONOCO - SEI 1045979	GF-fuel-PD	\$	45.64	100-2100-520800
9/16/2020	SAFEWAY FUEL1045	GF-fuel-PD	\$	20.73	100-2100-520800
9/22/2020	CIRCLE K # 44109	GF-fuel-PD	\$	30.45	100-2100-520800
9/28/2020	CIRCLE K # 44109	GF-fuel-PD	\$	25.00	100-2100-520800
9/29/2020	CONOCO - SEI 1045979	GF-fuel-PD	\$	32.30	100-2100-520800
9/3/2020	CIRCLE K # 44109	GF-fuel-PD	\$	35.00	100-2100-520800
9/13/2020	CIRCLE K # 44109	GF-fuel-PD	\$	23.41	100-2100-520800
			\$	5,233.86	
9/14/2020	DOWNTOWN COLORADO, INC	GF-Membership Dues for DCI flura	\$	500.00	100-110150
9/21/2020	APA COLORADO CPC2020	GF-Colorado APA Conference (Virtual)-PLAN	\$	250.00	100-4100-532800
9/3/2020	AMERICAN PLANNING A	GF-APA Dues-PLAN	\$	99.00	100-4100-530800
			\$	849.00	
			\$	18,202.43	

CITY OF FORT LUPTON CITY COUNCIL



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespino, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-189

APPROVE A RESOLUTION RE-APPOINTING CHRIS CROSS AS THE CITY ADMINISTRATOR FOR
THE CITY OF FORT LUPTON FOR A TERM TO EXPIRE NOVEMBER 2022

I. Agenda Date: Council Meeting – November 17, 2020

II. Attachments: a. Resolution 2020Rxxx

III. Summary Statement:

The City's Municipal Code provides for appointment by City Council of the City Administrator, a City Official, for a two - year term.

IV. Submitted by:

Andy Ausmus, City Attorney

V. Finance Reviewed

Liam Perino
Finance Director

VI. Approved for Presentation:

[Signature]
City Administrator

VII. Attorney Reviewed

Approved

Pending Approval

VIII. Certification of Council Approval:

City Clerk

Date

IX. Detail of Issue/Request:

Section 2-51, of the Fort Lupton Municipal Code indicates the City Administrator, along with other appointed officials shall be appointed by majority vote of all members of the City Council. The appointments are every two years. The appointed officers shall take and subscribe to an oath to support the Constitution and laws of the United States and the ordinances of the City.

X. Legal/Political Considerations:

XI. Alternatives/Options:

XII. Financial Considerations:

XIII. Staff Recommendation:

Staff has no position on selection and approval of Appointed Officials in the City.

RESOLUTION NO. 2020Rxxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON RE-APPOINTING CHRIS CROSS AS THE CITY ADMINISTRATOR FOR THE CITY OF FORT LUPTON, COLORADO

WHEREAS, Section 31-4-107 C.R.S. authorizes and directs statutory cities to appoint officers of the City; and

WHEREAS, Section 2-51 of the Fort Lupton Municipal Code provides for the appointment and reappointment of the City Administrator by the City Council; and

WHEREAS, the City Council desires to appoint Christopher Cross as City Administrator until November 2022.

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

That Christopher Cross is hereby appointed as City Administrator for the City of Fort Lupton, Colorado, pursuant to section 2-51 of the Fort Lupton Municipal Code as an appointed official of the City with powers and duties as set forth in Section 2-55 of the code and as assigned to him by the City Council from time to time. Compensation shall be as agreed between the City Council and this official.

APPROVED by a majority vote of those elected to the City Council the 17th day of November 2020.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

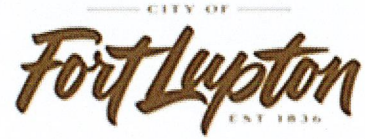
ATTEST:

Maricela Peña, City Clerk

APPROVED AS TO FORM:

Andy Ausmus, City Attorney

CITY OF FORT LUPTON CITY COUNCIL



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

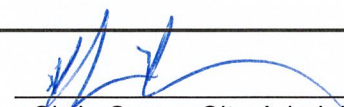
AM 2020-190

APPROVING A RESOLUTION APPOINTING MARICELA PEÑA AS THE CITY CLERK FOR THE CITY OF FORT LUPTON FOR A TERM TO EXPIRE NOVEMBER 2022

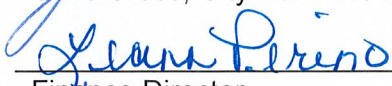
- I. **Agenda Date:** Council Meeting – November 17, 2020
- II. **Attachments:** a. Resolution 2020Rxxx
- III. **Summary Statement:**

City code provides for the appointment of this City Official for a two-year term, unless good cause exists for removal pursuant to Code Section 2-54.

IV. **Submitted by:**


Chris Cross, City Administrator

V. **Finance Reviewed**


Finance Director

VI. **Approved for Presentation:**


City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

Section 2-51, of the Fort Lupton Municipal Code indicates the City Administrator, along with other appointed officials shall be appointed by majority vote of all members of the City Council. The appointments are every two years. The appointed officers shall take and subscribe to an oath to support the Constitution and laws of the United States and the ordinances of the City.

X. Legal/Political Considerations:

XI. Alternatives/Options:

XII. Financial Considerations:

XIII. Staff Recommendation:

Staff has no position on selection and approval of Appointed Officials in the City.

RESOLUTION NO. 2020Rxxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON RE-APPOINTING MARICELA PEÑA AS CITY CLERK FOR A TWO-YEAR TERM FOR THE CITY OF FORT LUPTON, COLORADO

WHEREAS, Section 31-4-107 C.R.S. authorizes and directs statutory cities to appoint officers of the City; and

WHEREAS, Section 2-51 of the Fort Lupton Municipal Code provides for the appointment and reappointment of the City Clerk by the City Council; and

WHEREAS, the City Council desires to appoint Maricela Peña as City Clerk until November 2022.

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

That Maricela Peña is hereby appointed as City Clerk for the City of Fort Lupton, Colorado, pursuant to section 2-51 of the Fort Lupton Municipal Code as an appointed official of the City with powers and duties as set forth in Section 2-55 of the code and as assigned to her by the City Council from time to time. Compensation shall be as agreed between the City Council and this official.

APPROVED by a majority vote of those elected to the City Council the 17th day of November 2020.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

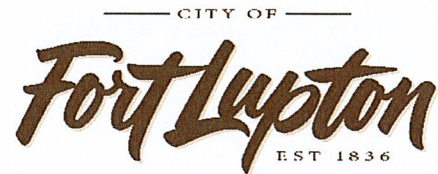
ATTEST:

Maricela Peña, City Clerk

APPROVED AS TO FORM:

Andy Ausmus, City Attorney

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-191

APPROVE RESOLUTION 2020Rxxx APPOINTING LOUIS A. GRESH AS THE PRESIDING MUNICIPAL JUDGE FOR THE CITY OF FORT LUPTON AND AUTHORIZING THE MAYOR TO SIGN THE SERVICE AGREEMENT ON BEHALF OF THE CITY

I. Agenda Date: Council Meeting – November 17, 2020

II. Attachments:

- a. Resolution No. 2020Rxxx
- b. Municipal Code, Section 2-51, 2-142, and 2-146
- c. Agreement

III. Summary Statement:

The City's Municipal Code provides for the appointment of the Municipal Judge, an Appointed Official, unless good cause exists pursuant to Section 2-54.

IV. Submitted by:

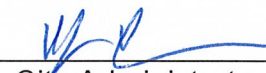
Court Administrator

V. Finance Reviewed



Finance Director

VI. Approved for Presentation:



City Administrator

VII. Attorney Reviewed

Approved Pending Approval

VIII. Certification of Council Approval:

City Clerk

Date

IX. Detail of Issue/Request:

Section 2-51 of the Fort Lupton Municipal Code indicates the Municipal Judge shall be appointed by majority vote of all members of the City Council. The appointment is for a two-year period and may be reappointed for subsequent terms. This appointment will be for 2020 to 2022. This agreement coincides with the appointment.

X. Legal/Political Considerations:

XI. Alternatives/Options:

XII. Financial Considerations:

There is no change in the rate of \$1,500 per month for judicial services.

XIII. Staff Recommendation:

Staff has no position on selection and approval of Appointed Officials for the City.

RESOLUTION NO. 2020Rxxx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO,
APPOINTING THE MUNICIPAL JUDGE FOR THE CITY OF FORT LUPTON, COLORADO**

WHEREAS, Section 13-10-105(1) C.R.S. authorizes and directs statutory cities to appoint officers of the City; and

WHEREAS, Sections 2-51 and 2-142 of the Fort Lupton Municipal Code provides for the appointment of the Municipal Judge by the City Council; and

WHEREAS, the City Council desires to re-appoint the Municipal Judge for a two (2) year term.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FORT LUPTON, COLORADO, AS FOLLOWS:**

That Louis A. Gresh is hereby re-appointed as Municipal Judge for the City of Fort Lupton, Colorado, pursuant to sections 2-51 and 2-142 of the Fort Lupton Municipal Code as an appointed official of the City with powers and duties as set forth in Section 2-146 of the code and as assigned by the City Council from time to time. Compensation shall be as agreed between the City Council and this official.

APPROVED by a majority vote of those elected to the City Council the _____ day of _____, 2020.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, Interim City Clerk

APPROVED AS TO FORM:

Andy Ausmus, City Attorney

Sec. 2-51. Appointed officials.

- (a) The incumbents of the following positions shall be deemed to be appointed officials of the City:
 - (1) City Administrator;
 - (2) City Clerk;
 - (3) City Attorney; and
 - (4) Municipal Judge.
- (b) These officials of the City have been and, in the future, shall be appointed by majority vote of all members of the City Council, following the regular November 2007 municipal election, for a three-year term, and reappointed every two (2) years thereafter unless good cause exists for the removal pursuant to Section 2-54 of this Article. These positions, which are also referred to as appointed officers by state law, do not include officials who are selected from among the City Council membership which are the:
 - (1) Mayor Pro Tem; and
 - (2) City Treasurer.
- (c) Neither the Municipal Judge nor the City Attorney must reside in the City. The City Council shall establish the salary and benefits for each appointed official. All appointed officials of the City are subject to the control and direction of the Mayor pursuant to Section 31-4-107(b), C.R.S. (Ord. 645 §1, 1993; 663 §1, 1994; Ord. 2007-887)

Sec. 2-142. Appointment of Municipal Judge.

The Municipal Court shall be presided over by a Municipal Judge, who shall be appointed by the City Council for a specified term of two (2) years and who may be reappointed for subsequent terms; except that the initial appointment under this Section may be for a term of office which expires on the date of the next election of the City Council. Any vacancy in the office of Municipal Judge shall be filled by appointment of the City Council for the remainder of the unexpired term. Additional judges as may be needed to transact the business of the Court may be appointed by the City Council for a term as necessary. (Ord. 625 §4-1, 1992; Ord. 645 §1, 1993)

Sec. 2-146. Powers of Municipal Judge.

The Municipal Judge has all judicial powers relating to the operation of the Municipal Court, subject to any rules of procedure governing the operation and conduct of municipal courts promulgated by the Colorado Supreme Court. The presiding Municipal Judge has authority to issue local rules of procedure consistent with any rules of procedure adopted by the Colorado Supreme Court. The judicial powers of the Municipal Judge shall include the power to enforce subpoenas issued by any board, commission, hearing officer or other body or officer of the City authorized by law or ordinance to issue subpoenas. (Ord. 625 §4-1, 1992)

RESOLUTION NO. 2020Rxxx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO,
APPOINTING THE MUNICIPAL JUDGE FOR THE CITY OF FORT LUPTON, COLORADO**

WHEREAS, Section 13-10-105(1) C.R.S. authorizes and directs statutory cities to appoint officers of the City; and

WHEREAS, Sections 2-51 and 2-142 of the Fort Lupton Municipal Code provides for the appointment of the Municipal Judge by the City Council; and

WHEREAS, the City Council desires to re-appoint the Municipal Judge for a two (2) year term.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FORT LUPTON, COLORADO, AS FOLLOWS:**

That Louis A. Gresh is hereby re-appointed as Municipal Judge for the City of Fort Lupton, Colorado, pursuant to sections 2-51 and 2-142 of the Fort Lupton Municipal Code as an appointed official of the City with powers and duties as set forth in Section 2-146 of the code and as assigned by the City Council from time to time. Compensation shall be as agreed between the City Council and this official.

APPROVED by a majority vote of those elected to the City Council the _____ day of _____, 2020.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, Interim City Clerk

APPROVED AS TO FORM:

Andy Ausmus, City Attorney

Sec. 2-51. Appointed officials.

- (a) The incumbents of the following positions shall be deemed to be appointed officials of the City:
 - (1) City Administrator;
 - (2) City Clerk;
 - (3) City Attorney; and
 - (4) Municipal Judge.
- (b) These officials of the City have been and, in the future, shall be appointed by majority vote of all members of the City Council, following the regular November 2007 municipal election, for a three-year term, and reappointed every two (2) years thereafter unless good cause exists for the removal pursuant to Section 2-54 of this Article. These positions, which are also referred to as appointed officers by state law, do not include officials who are selected from among the City Council membership which are the:
 - (1) Mayor Pro Tem; and
 - (2) City Treasurer.
- (c) Neither the Municipal Judge nor the City Attorney must reside in the City. The City Council shall establish the salary and benefits for each appointed official. All appointed officials of the City are subject to the control and direction of the Mayor pursuant to Section 31-4-107(b), C.R.S. (Ord. 645 §1, 1993; 663 §I, 1994; Ord. 2007-887)

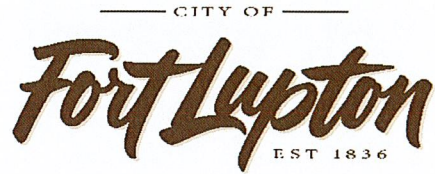
Sec. 2-142. Appointment of Municipal Judge.

The Municipal Court shall be presided over by a Municipal Judge, who shall be appointed by the City Council for a specified term of two (2) years and who may be reappointed for subsequent terms; except that the initial appointment under this Section may be for a term of office which expires on the date of the next election of the City Council. Any vacancy in the office of Municipal Judge shall be filled by appointment of the City Council for the remainder of the unexpired term. Additional judges as may be needed to transact the business of the Court may be appointed by the City Council for a term as necessary. (Ord. 625 §4-1, 1992; Ord. 645 §1, 1993)

Sec. 2-146. Powers of Municipal Judge.

The Municipal Judge has all judicial powers relating to the operation of the Municipal Court, subject to any rules of procedure governing the operation and conduct of municipal courts promulgated by the Colorado Supreme Court. The presiding Municipal Judge has authority to issue local rules of procedure consistent with any rules of procedure adopted by the Colorado Supreme Court. The judicial powers of the Municipal Judge shall include the power to enforce subpoenas issued by any board, commission, hearing officer or other body or officer of the City authorized by law or ordinance to issue subpoenas. (Ord. 625 §4-1, 1992)

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespino, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-192

APPROVE RESOLUTION 2020Rxxx APPOINTING AUSMUS LAW FIRM, P.C. AS THE CITY ATTORNEY FOR THE CITY OF FORT LUPTON AND AUTHORIZING THE MAYOR TO SIGN THE SERVICE AGREEMENT ON BEHALF OF THE CITY

I. Agenda Date: Council Meeting – November 17, 2020

II. Attachments:

- a. Resolution No. 2020Rxxx
- b. Municipal Code, Section 2-51 and 2-57
- c. Agreement

III. Summary Statement:

The City's Municipal Code provides for the appointment of the City Attorney, an Appointed Official, unless good cause exists pursuant to Section 2-54.

IV. Submitted by:

Court Administrator

V. Finance Reviewed



Finance Director

VI. Approved for Presentation:



City Administrator

VII. Attorney Reviewed

Approved Pending Approval

VIII. Certification of Council Approval:

City Clerk

Date

IX. Detail of Issue/Request:

Section 2-51 of the Fort Lupton Municipal Code indicates the City Attorney shall be appointed by majority vote of all members of the City Council. The appointment is for a two-year period and may be reappointed for subsequent terms. This will be for 2020 to 2022. This agreement coincides with the appointment.

X. Legal/Political Considerations:

XI. Alternatives/Options:

XII. Financial Considerations:

There is no change in the rate of pay \$600 per session for prosecutorial services and \$135 per hour for city attorney compensation.

XIII. Staff Recommendation:

Staff has no position on selection and approval of Appointed Officials for the City.

RESOLUTION NO. 2020Rxxx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO,
APPOINTING THE CITY ATTORNEY FOR THE CITY OF FORT LUPTON, COLORADO**

WHEREAS, Section 31-4-107 C.R.S. authorizes and directs statutory cities to appoint officers of the City; and

WHEREAS, Section 2-51 of the Fort Lupton Municipal Code provides for the appointment of the City Attorney by the City Council; and

WHEREAS, the City Council desires to re-appoint the City Attorney for a two (2) year term.

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

That Ausmus Law Firm, P.C. is hereby re-appointed as City Attorney for the City of Fort Lupton, Colorado, pursuant to section 2-51 of the Fort Lupton Municipal Code as an appointed official of the City with powers and duties as set forth in Section 2-56 of the code and as assigned by the City Council from time to time. Compensation shall be as agreed between the City Council and this official.

APPROVED by a majority vote of those elected to the City Council the _____ day of _____, 2020.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

APPROVED AS TO FORM:

Andy Ausmus, City Attorney

Sec. 2-51. Appointed officials.

- (a) The incumbents of the following positions shall be deemed to be appointed officials of the City:
 - (1) City Administrator;
 - (2) City Clerk;
 - (3) City Attorney; and
 - (4) Municipal Judge.
- (b) These officials of the City have been and, in the future, shall be appointed by majority vote of all members of the City Council, following the regular November 2007 municipal election, for a three-year term, and reappointed every two (2) years thereafter unless good cause exists for the removal pursuant to Section 2-54 of this Article. These positions, which are also referred to as appointed officers by state law, do not include officials who are selected from among the City Council membership which are the:
 - (1) Mayor Pro Tem; and
 - (2) City Treasurer.
- (c) Neither the Municipal Judge nor the City Attorney must reside in the City. The City Council shall establish the salary and benefits for each appointed official. All appointed officials of the City are subject to the control and direction of the Mayor pursuant to Section 31-4-107(b), C.R.S. (Ord. 645 §1, 1993; 663 §1, 1994; Ord. 2007-887)

Sec. 2-56. City Attorney; powers and duties.

The City Attorney shall perform the following duties:

- (1) Act as legal advisor to, and be attorney and counsel for, the City Council and be responsible solely to the City Council. He or she shall advise any officer or department head of the City in matters relating to his or her official duties when so requested.
- (2) Prosecute ordinance violations and conduct for the City cases in Municipal Court.
- (3) Prepare or review all ordinances, contracts, bonds and other written instruments which are submitted to him or her by the City Council, and promptly give his or her opinion as to the legal consequences thereof.
- (4) Call to the attention of the City Council all matters of law, and changes or developments therein, affecting the City
- (5) Perform such other duties as may be prescribed for him or her by the City Council. (Ord. 645 §1, 1993)

AGREEMENT FOR MUNICIPAL SERVICES

THIS AGREEMENT (“Agreement”) is made this ____ day of _____, 2020, by and between the **AUSMUS LAW FIRM, P.C.** and the **CITY OF FORT. LUPTON**, a municipal corporation of the State of Colorado (the “City”).

RECITALS AND REPRESENTATIONS

WHEREAS, the City desires to contract with the Ausmus Law Firm, PC to serve as municipal prosecutors in the Fort. Lupton Municipal Court and to serve as the City Attorney for the City of Fort. Lupton on the terms established in this Agreement; and

WHEREAS, the Ausmus Law Firm, P.C. desires to serve as the City Attorney and the municipal prosecutor in the Fort. Lupton Municipal Court.

NOW, THEREFORE, in consideration of the mutual undertakings set forth in this Agreement, the City and the Prosecutor agree as follows:

1. **PROSECUTOR COMPENSATION.** The Prosecutor’s compensation shall be paid at the rate of six hundred dollars (\$600.00) per court session. Within the compensation rate of \$600.00 per court session Prosecutor shall perform all associated duties including but not limited to those described in Paragraph 2 of this Agreement. The Prosecutor shall submit an invoice for the prosecution services by the 1st of each month, and the City shall pay such invoice within 15 days of receipt.
2. **PROSECUTOR SCOPE OF SERVICES.** In addition to attending court, the Prosecutor shall be responsible for all facets of prosecution for the City, including pre-trial conferences, arraignments, interviewing witnesses, and such bench or jury trials as may be required by the City, subject to the terms of this Agreement. Discovery requests will not be processed by the Prosecutor, except to the extent of referring requests to the Municipal Court Clerk, and the Prosecutor shall be responsible for handling appeals, with each appeal to be treated as a court session. The Prosecutor may be required to undertake enforcement of City code violations from time to time. The Prosecutor may also be required to attend meetings and conferences with City staff, as directed, to be available to answer inquiries from police officers about pending or potential cases and to conduct occasional training sessions for City staff as directed by the City.

The Prosecutor shall at all times during the term of this Agreement comply with the Colorado Rules of Municipal Court Procedure, the constitutions and applicable laws of the United States and the State of Colorado, and the Ordinances, Resolutions and Regulations of the City. The Prosecutor shall consult with the Court Administrator as needed, including attending meetings as requested, to support the City in the ongoing development of the Municipal Court. All attorneys working as the Prosecutor shall be currently licensed to practice law by the Colorado Supreme Court and shall remain in good standing during the term of this Agreement.

The Prosecutor acknowledges that the City has retained the Prosecutor because of the special expertise of J. Andrew Ausmus, Christy K. Ausmus, and Tricia McCarthy possess. Prosecutor shall be permitted to retain one other qualified attorney to assist with the provision of services upon written approval of the City. Prosecutorial services shall be

limited to these individuals, except in the event of emergency or unforeseen circumstances beyond the control of Prosecutor.

3. **PROSECUTOR REPORTING.** The Prosecutor shall keep the City Administrators informed of any unusual or noteworthy events or cases. Items that should be reported include, but shall not be limited to, threatened appeals, cases with multiple witnesses, cases for which witnesses failed to appear, cases with belligerent or uncooperative defendants, non-traffic cases in which the defense involved a credible allegation of officer misconduct, and cases in which the plea-bargained disposition was outside of the normal guidelines.
4. **CITY ATTORNEY COMPENSATION.** In addition to the role of Prosecutor, the City retains the Ausmus Law Firm, PC to act as City Attorney for Fort. Lupton with the powers and duties set forth in FMC Sec. 2-56. The Ausmus Law Firm, P.C. shall be compensated at the rate of \$135 per hour for any legal work performed as the City Attorney for Fort. Lupton. Said compensation shall be in addition to any compensation set forth above for prosecution services. Ausmus Law Firm, PC. shall submit a monthly hourly invoice for legal services performed as City Attorney. The City shall pay said invoice within 15 days of receipt of the monthly hourly invoice.
5. **CITY ATTORNEY SCOPE OF SERVICES.** The Ausmus Law Firm, PC shall undertake all such legal services necessary to act as City Attorney and chief legal adviser to the City as set forth in FMC Sec. 2-56 and as may be directed by the City's Director of Finance and Administration. The Ausmus Law Firm, PC shall attend such City Council meetings as directed by the City and be available to meet and advice City personnel on outstanding legal matters involving the City and its interests. The Ausmus Law Firm, PC may from time to time retain special outside counsel to assist it in providing City Attorney services, with such services to be compensated at the rate set forth above in paragraph 4 unless a higher rate is approved by the City Administrator.
6. **ANNUAL BUDGET/APPROPRIATION.** Notwithstanding any provision of this Agreement to the contrary, the City is not obligated by this Agreement to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or to make payments from any funds of the City other than funds appropriated for the payment of current expenditures. All payment obligations of the City under this Agreement are from year to year only and do not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City.
7. **INDEPENDENT CONTRACTOR.** This Agreement is one for independent contractor services. The City Attorney and the Prosecutor are independent contractors and shall not be considered employees of the City for purposes of any federal or state law. The City shall not be obligated to secure and shall not provide any employment benefits of any kind or type to or for the Independent Contractors, including but not limited to worker's compensation, disability insurance, errors and omissions insurance, vacation or sick leave, retirement contributions, or other benefits. The City Attorney and Prosecutor shall be responsible for any federal and state income tax withholding on moneys earned pursuant to this Agreement. The services provided hereunder shall be supervised by the City Director of Finance and Administration.

8. **INSURANCE.** The City Attorney and Prosecutor shall maintain professional liability insurance with minimum combined single limits of five hundred thousand dollars (\$500,000.00). The City shall also provide the City Attorney with such additional professional liability coverage as the parties mutually agree if appropriate.
9. **EXPENSES AND MATERIALS.** The City Attorney and Prosecutor will be reimbursed for any incidental expenses incurred by the City Attorney and Prosecutor in the performance of services for the City.
10. **EFFECTIVE DATE.** This Agreement becomes binding and effective as of December 1, 2020, and is executed by the parties and shall continue until November 30, 2022.
11. **TERMINATION WITHOUT CAUSE OR REASON.** This Agreement may be terminated by either party without cause or reason at any time by giving thirty (30) days written notice to the other party. In such event of termination, the City Attorney and Prosecutor shall continue services during such thirty day period and shall reasonably assist the City in the transfer of services to a new prosecutor in accordance with the rules governing professional responsibility for attorneys practicing in the State of Colorado.
12. **ENTIRE AGREEMENT/TERMINATION OF PRIOR AGREEMENTS.** This Agreement shall constitute the entire agreement between the parties and is binding upon and inures to the benefit of the City Attorney and Prosecutor's successors, heirs at law and executors. This Agreement supersedes any and all prior agreements between the parties.
13. **SEVERABILITY.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.
14. **AMENDMENTS.** The terms and conditions of this Agreement may be modified only by the mutual written consent of the City Attorney, Prosecutor and the City Council.
15. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Weld County, Colorado.
16. **NO WAIVER.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
17. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
18. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf and the City Attorney/Prosecutor has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

CITY OF FORT. LUPTON

AUSMUS LAW FIRM, P.C.

By: _____
Zo Stieber, Mayor

By: _____
J. Andrew Ausmus, President

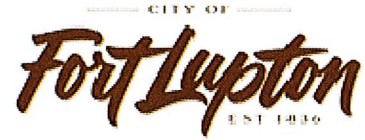
ATTEST:

APPROVED AS TO FORM:

By: _____
Maricela Peña, City Clerk

By: _____

CITY OF FORT LUPTON CITY COUNCIL



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespin, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-193

AWARD CONTRACT FOR HARRISON AVENUE / 4TH STREET ENGINEERING DESIGN SERVICES TO TAIT & ASSOCIATES, INC. FOR NOT TO EXCEED \$96,691.00 FROM STREET SALES TAX FUND

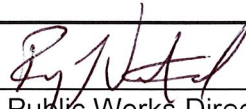
I. **Agenda Date:** Council Meeting – November 17, 2020

II. **Attachments:** a. Contract Agreement - Tait & Associates, Inc.

III. **Summary Statement:**

Award of contract to Tait & Associates, Inc. for Harrison Avenue / 4th Street Project Engineering Services for not to exceed \$96,691.00 from the Street Sales Tax Fund.

IV. **Submitted by:**


Public Works Director

V. **Finance Reviewed**


Finance Director

VI. **Approved for Presentation:**

City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

Harrison Avenue has been plagued with drainage issues, deteriorating pavement and broken sidewalks needing repair.

City staff has scheduled and budgeted for 2021 reconstruction of the portion from 1st Street to 4th Street. Beginning design now will allow us to bid the project out in early 2021 in time for construction season. Tait & Associates, Inc. is on the City's engineering services list and provides engineering services for multiple upper front range municipalities.

X. Legal/Political Considerations:

None

XI. Alternatives/Options:

- A) Approve the contract award to Tait & Associates, Inc.*
- B) Reject agreement contract with another firm*
- C) Delay action on the contract to gather more information.*

XII. Financial Considerations:

The Harrison Avenue Project was budgeted for \$1,220,000 in the Street Sales Tax Fund for 2020. Construction Project was delayed due to financial uncertainty this year.

XIII. Staff Recommendation:

Staff recommends approving award of the contract to Tait & Associates, Inc. for Harrison Ave / 4th St Project Engineering Design Services for not to exceed \$96,961.00.



Public Works Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter “City”) and **Tait & Associates, Inc.** (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**. 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, the Consultant’s Scope of Work (Exhibit A) and Conditions of Contract contained in the original Request for Proposal documents attached hereto as **Exhibit B**. 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 **\$96,691.00**, 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 **November, 2020.**

CITY OF FORT LUPTON, COLORADO

BY: **Zo Stieber**

TITLE: **Mayor**

Tait & Associates, Inc:

BY: _____

TITLE: _____



November 5, 2020

Roy L. Vestal
Public Works Director/City Engineer
City of Fort Lupton
130 S. McKinley
Fort Lupton, CO 80621

**PROPOSAL FOR PROFESSIONAL SURVEY AND PRELIMINARY ENGINEERING
SERVICES FOR THE ROADWAY AND DRAINAGE IMPROVEMENTS ALONG
HARRISON AVENUE**

Mr. Vestal:

TAIT & Associates, Inc. is excited to assist the City of Fort Lupton with Land Survey and Engineering services for the Harrison Avenue projects. This proposal is based on the Engineering Scope of Services, Harrison Survey Exhibit and Public Works Engineering Service Agreement provided along with the information discussed in the field meeting held October 28, 2020. As discussed in the field meeting, the overall project is divided into phases. Phase I includes Harrison Avenue from 1st Street (Hwy 52) to 4th Street and 2nd, 3rd and 4th Streets from Pacific Avenue to Rollie Avenue. Phase II includes Harrison Avenue from 4th Street to 9th Street. The survey of the alleys east and west of Harrison Avenue from 1st Street (Hwy 52) to 9th Street were also discussed and incorporated as Phase III. The services proposed herein include the survey, drainage analysis and preliminary engineering design and estimating for Phase I to establish design scope for the project and survey for the Phase II and Phase III areas.

Attached is a scope of services and cost breakdown for surveying and preliminary engineering. Upon completion of the preliminary engineering, we will finalize a scope and fee for the Construction Documents, bid assistance, construction consulting, and as-builts. Please review the enclosed scope and fees. Do not hesitate to contact us with any questions or concerns.

Very truly yours,
TAIT & Associates, Inc.

Alex Hoime, PE
Vice President

Agreed & accepted by:
City of Fort Lupton

Chris Cross
City Administrator



HARRISON AVENUE & 4TH STREET RECONSTRUCTION SURVEY AND PRELIMINARY ENGINEERING

SCOPE OF SERVICES

Phase 1: Survey and Preliminary Engineering for Phase I Extents

Task 1 - Project Management, Meetings, and Scoping: TAIT & Associates, Inc. (TAIT) will research, investigate and review existing documents, studies and reports relevant to the project. In addition, TAIT will review base information available from the City before commencement of field or preliminary design work. TAIT will collaborate with City staff to identify background information and incorporate staff suggestions, recommendations and other requirements. TAIT will be available for meetings throughout the survey and preliminary design stage to further coordinate design phase scoping limits in conjunction with the intent of the City Staff.

Task 2 - Field Survey – Roadway and Utilities: TAIT will perform a detailed field survey of the existing road and utility infrastructure improvements for the Phase I project area. Survey data will be collected for all existing surface improvements, including drives, sidewalks and access drives within and adjacent to the area of work. Survey will be completed to the extents allowed by field encroachments and property ownership. This survey will also include the existing storm drain structures within Pacific Avenue adjacent to the Phase I project area. Sub-surface utility locations will be marked by our utility locate subconsultant. This effort will include evaluation of the following features:

- Existing surface conditions, curb & gutter, returns, sidewalks, ramps
- Existing water, sewer and storm drainage improvements in the Right of Way
- Right of Way issues / visible encroachments

Task 3 - Boundary Research and Survey: TAIT will coordinate with the City regarding available boundary information and complete research for street Right-of-Way and project-adjacent properties. TAIT will utilize the provided documents and supplemental research materials to complete field survey of existing markers for street Right-of-Way and adjacent parcels for the Phase I project area. Boundary research will be used to verify existing Right-of-Way widths, adjacent property extents and existing easements in and adjacent to the area of work. Survey data will be collected for all boundary information identified in research and boundary markers identified within and adjacent to the area of work. Fees anticipate minimal boundary discrepancies across project.

Task 4 - Drainage Analysis: TAIT will utilize the completed field survey and record data provided by the City to complete a Preliminary Drainage Analysis to identify the existing drainage patterns and model the basins contributing to the Phase I project area. The existing system will be evaluated for capacity and conveyance and further drainage analysis will be performed to verify the sizing and placement of the surveyed drainage facilities within the project basin. Based on the findings of the initial evaluation, TAIT will determine appropriate inlet placement and storm drain alignment.

Task 5 - Preliminary Street Design: Based on the information obtained in the Topographic Survey, the evaluation performed in the Drainage Analysis for the Phase I



project extents and the results of the Geotechnical Report, TAIT will develop preliminary plan and profile layouts for the Phase I proposed roadway reconstruction along with typical roadway and paving sections. TAIT will evaluate the extent of removal required and roadway intersection design to provide adequate tie-ins between the proposed roadways and adjacent properties. The proposed alignments will be designed to transition into the nearest valley gutter or flowline of the street establishing the project limits.

Task 6 - Preliminary Storm Drain Layout: Based on the information obtained in the Topographic Survey and the evaluation performed in the Drainage Analysis for the Phase I project extents, TAIT will complete drainage calculations and provide a preliminary layout for the proposed drainage system. Preliminary analysis of crossing utilities, obstructions, adjacent utility alignments, and cover will be completed as the alignments are established. Potential crossings will be identified on the preliminary layouts based on field locates.

Task 7 - Geotechnical Investigation and Analysis: TAIT has acquired the services of Soillogic, Inc. to complete geotechnical investigation, testing and analysis for the Phase I project area. Services will include 5-10 foot deep borings at approximately 500' intervals within the Phase I roadways and the development of pavement thickness design reports for roadway reconstruction. This task does not include test pits or right-of-way work permitting for roadway borings.

Phase 1: Survey and Preliminary Engineering for Phase I _____ \$59,243

Phase 2: Survey and Preliminary Engineering for Phase II Extents

Task 1 - Project Management, Meetings, and Scoping: TAIT & Associates, Inc. (TAIT) will research, investigate and review existing documents, studies and reports relevant to the project. In addition, TAIT will review base information available from the City before commencement of field survey. TAIT will be available to collaborate throughout the survey stage to coordinate on status of survey.

Task 2 - Field Survey – Roadway and Utilities: TAIT will perform a detailed field survey of the existing road and utility infrastructure improvements for the Phase II project area. Survey data will be collected for all existing surface improvements, including drives, sidewalks and access drives within and adjacent to the area of work. Survey will be completed to the extents allowed by field encroachments and property ownership. Sub-surface utility locations will be marked by our utility locate subconsultant. This effort will include evaluation of the following features:

- Existing surface conditions, curb & gutter, returns, sidewalks, ramps
- Existing water, sewer and storm drainage improvements in the Right of Way
- Right of Way issues / visible encroachments

Task 3 - Boundary Research and Survey: TAIT will coordinate with the City regarding available boundary information and complete research for street Right-of-Way and project-adjacent properties. TAIT will utilize the provided documents and supplemental



research materials to complete field survey of existing markers for street Right-of-Way and adjacent parcels for the Phase II project area. Boundary research will be used to verify existing Right-of-Way widths, adjacent property extents and existing easements in and adjacent to the area of work. Survey data will be collected for all boundary information identified in research and boundary markers identified within and adjacent to the area of work. Fees anticipate minimal boundary discrepancies across project.

Phase 2: Survey and Preliminary Engineering for Phase II Extents _____ **\$21,660**

Phase 3: Survey for Alley Extents

Task 1 - Project Management, Meetings, and Scoping: TAIT & Associates, Inc. (TAIT) will research, investigate and review existing documents, studies and reports relevant to the project area. In addition, TAIT will review base information available from the City before commencement of field survey. TAIT will be available for meetings throughout the survey stage to coordinate on status of survey or assist with future project development.

Task 2 - Field Survey – Alley and Utilities: TAIT will perform a detailed field survey of the existing alleys east and west of Harrison Avenue including paving and utility infrastructure improvements within and adjacent to the alleys. Survey data will be collected for all existing surface improvements, including drives, sidewalks and access drives within and adjacent to the area of work. Survey will be completed to the extents allowed by field encroachments and property ownership. Utilities will be identified by surface features and structures. Sub-surface utility locations are not included with the survey of the alley. This effort will include evaluation of the following features:

- Existing surface conditions, curb & gutter, returns, sidewalks, ramps
- Existing water, sewer and storm drainage improvements in the alleys
- Access issues / visible encroachments

Task 3 - Boundary Research and Survey: TAIT will coordinate with the City regarding available boundary information and complete research for alley limits and project-adjacent properties. TAIT will utilize the provided documents and supplemental research materials to complete field survey of the existing dimensions and adjacent property encroachments for each alley. Boundary research will be used to verify existing property limits and easements in and adjacent to the area of work. Survey data will be collected for all boundary information identified in research and boundary markers identified within and adjacent to the area of work. Fees anticipate minimal boundary discrepancies across project.

Phase 3: Survey for Alley Extents _____ **\$14,360**

FEE SUMMARY

Phase 1: Survey and Preliminary Engineering for Phase I Extents _____ **\$59,234**

Phase 2: Survey for Phase II Extents _____ **\$21,660**

Phase 3: Survey for Alley Extents _____ **\$14,360**

Reimbursables _____ **\$1,429**

Total Cost: \$96,691



CONDITIONS, ASSUMPTIONS, AND EXCLUSIONS

The following conditions, assumptions, and exclusions are an integral part of this proposal:

- 1) The City will provide record data of all infrastructure within the limit of work, as available.
- 2) The City will provide ownership information for properties along project route including copies of recorded plats, legal descriptions for unplatted tracts and easements and right of way information.
- 3) TAIT will survey the roadway and collect topographic and utility data. Property corners will be recovered where possible. This does not include a full formal boundary survey of each individual property.
- 4) No traffic engineering analysis have been included in our fees.
- 5) Site planning, traffic engineering, architecture, landscape architecture, mechanical engineering, structural engineering, electrical engineering, construction consulting, staking, specifications, as-built survey, and other related trades not specifically mentioned in this proposal are excluded from this proposal and not a part of our services.
- 6) The consultant will be utilizing all City and County information made available for this project. We assume that the City will support the consultant for any data required, either in the form of archived reports or studies or request for information from Weld County, as required.
- 7) The engineering design services required to produce final design and construction documents along with bidding and estimating services are not included within this proposal and are anticipated to be coordinated within future proposal coordination with the City.
- 8) If conditions materially change during the course of this project, we reserve the right to re-negotiate this contract to reflect the changed conditions.

City Survey Guidance:
Need ROW verified / staked
Collect topo 10 ft into the house yards / curb lines /
drainage structures / existing utilities / water valves /
trees/ manholes and inlets with inverts

PHASE I - SURVEY &
PRELIMINARY ENGINEERING
PHASE II - SURVEY ONLY
PHASE III (ALLEY) - SURVEY ONLY

SD MH at
this location.

SD MH at
this location.

SD MH and Inlet
at this location.

Legend

-  Bank of Colorado
-  Crossroads Church ? Ft. Lupton
-  Harrison Ave

EXHIBIT B
SCOPE OF SERVICES
PROFESSIONAL SERVICES AGREEMENT
CITY OF FORT LUPTON, COLORADO
CAPITAL IMPROVEMENT PROGRAM
HARRISON AVE & 4TH ST RECONSTRUCTION
PROJECT NO. _____

1. Description of Project

- a. Harrison Ave will be reconstructed from Highway 52 to 4th St, and 4th St will be reconstructed from Harrison Avenue west to the fence near Railroad Park in the City of Fort Lupton (hereinafter “CITY”). The project will include road, sidewalk/curb & gutter and storm sewer reconstruction within the Right-of-Way of the aforementioned roads.

2. Scope of Project

- a. Design fully the road sections, profiles, and elevations.
- b. Design fully the sidewalk/curb and gutter sections, profiles, elevations and sections.
- c. Design fully the storm sewer sizes, profiles, elevations (inlets, outlets, manholes, etc.), flow capacities. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.)
- d. Provide calculations with recommended storm sewer design. Include calculations for 10-year, and 100-year storm(s). Designed storm line system must withstand a calculated 10-year storm.
- e. Provide related design services including but not limited to surveys, and geotechnical documents.

3. Basic Services

The Scope of Services of the ENGINEER as described in the Agreement are further defined and described hereinafter.

4. Topographic Surveys

- a. Establish base line (with references) along existing roadway. Set monuments (if applicable) on proposed centerline at 400 foot intervals and, if necessary, at intervisible points between, with a minimum of 2 monuments per site. Survey control shall be established on the State Plane Coordinate System.
- b. Locate all structures, streets, driveways, storm drains, mail boxes, road signs, trees larger than 6 inches in diameter, and other features within 75 feet of centerline, including intersecting streets for the lengths designated for inclusion in the project, plus additional structures on parcels from which acquisition will be made.
- c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).
- d. Set temporary bench marks at approximately 500 foot intervals.
- e. All surveys shall be performed to a minimum of third order accuracy.

5. Right-of-Way Surveys

- a. CITY will provide ownership information for properties along project route including copies of recorded plats, legal descriptions for unplatted tracts and easements and right of way information.
- b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.
- c. Reference existing monuments for replacement after construction.
- d. Stake proposed right-of-way and easements at intervals which will provide intervisible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at intervisible points. A full restaking of right-of-way and easements shall be completed for acquisition and/or construction purposes.
- e. As necessary, provide a property record search

6. Utility Surveys and Coordination

- a. Request location and size of existing overhead and underground utilities from the utility companies. All utility information must be at least Class B Subsurface Information as designated by the State of Colorado.
- b. Field locate known, marked and/or observable utilities within the project area. Where conflicts with new construction will or may occur, determine elevations of

existing utilities by excavation methods. Excavation and exposure of the utility facilities will be provided by the owner of the utility.

- c. Using utility field survey data, show existing utilities on plans.
- d. Submit a half-size copy of the plans at each plan development phase. Attend meetings as necessary with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. The Engineer will arrange all meetings with utility companies.
- e. Review utility adjustment plans and costs with CITY to determine most feasible combination of street and drainage construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY to accommodate utility relocations, including identification of utility easements on right-of-way plans.

7. Geotechnical Investigations

- a. Perform geotechnical investigations in accordance with AASHTO, and CITY criteria.
- b. Provide a proposed soil boring map and schedule of work for the CITY's review and approval prior to beginning the investigation.
- c. The ENGINEER will be responsible for informing landowners of the location of and date in which borings will be performed. If the ENGINEER is unable to successfully perform the investigation due to property owner objections, the ENGINEER shall inform the CITY of the objection and request further guidance.
- d. Perform sampling of subgrade soils by boring and excavation of test pits. A minimum of one boring or test pit shall be provided for every 500 lineal feet of street and at planned locations of structures. A test pit shall be completed for every 4 borings taken. For road widening projects, a portion of the tests shall be taken in ditch lines, or adjacent thereto, over which pavement structure may be constructed. Provide a boring and test pit plan for approval before beginning work.
- e. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 8 to 10 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform CITY of suspected hazardous substances encountered.
- f. After establishment of final profile grades, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade assuming wet weather

conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, stabilization with admixtures and/or utilization of geotextile/geogrid materials, utilization of permanent underdrains, and/or other construction methods or materials to achieve a stable subgrade.

- g. Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.

8. Conceptual Design Phase

Prepare plan and profile drawings on CITY standard sheet templates showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet. Plans and data shall include the following information:

- a. Survey data, centerline and stations, existing improvements, boring locations, bench marks and horizontal control, and existing and proposed right-of-way.
- b. Proposed centerline, street widths, and profile grades for streets. Identify sidewalk locations.
- c. Top of bank and toe of slope lines and cross sections.
- d. Soils boring information including existing pavement sections. Soils laboratory data are not required in the concept phase.
- e. Drainage information on concept plans shall include approximate location, size and type of major structures. A drainage area map shall be furnished showing major subareas. CITY will provide storm water data, as available, for primary drainage ways.
- f. After review of the concept plan by the City, prepare for and attend a public review session, as follows:
 - i. Prepare exhibits for public review session to show proposed street alignment, curb lines, intersections with cross streets, typical street widths with sidewalks and other improvements, toe of slope/top of bank lines to show extent of cut and fill slopes, and other pertinent information. Exhibits shall be shown on existing CITY aerial photos at a scale of 1 inch equals 100 feet or larger.
 - ii. Attend and conduct one public meeting to provide information, answer questions and obtain input from public.

- iii. Prepare and provide a summary of public input obtained at meeting and alternative actions to address and/or resolve issues presented by the public.
- g. Provide report outlining recommendations, summarizing criteria, calculations, and other project information.

8. Preliminary Design Phase

- a. Prepare plan and profile drawings on CITY standard sheet templates showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:
 - (1) Design and layout all proposed street horizontal and vertical alignment on plan and profile sheets.
 - (2) Design and prepare typical street paving sections for all streets.
 - (3) Plot existing and proposed cross sections, including driveway and cross streets.
 - (4) Prepare plans of intersecting streets which depict all construction required to provide a smooth transition from the proposed to the existing pavement. Show top of curb elevations or edge of pavement elevations.
 - (5) Perform drainage design calculations and show all existing and proposed drainage facilities on the plans, on both the plan and profile. Show horizontal and vertical location, elevations, grades and structure detail. A drainage area map shall be furnished showing sub areas for each inlet. Preliminary hydrology data shall include runoff quantities for the 10 and 100-year design storms.
 - (6) Prepare preliminary traffic signal layout and details for designated intersections (as needed). Identify traffic lane configurations.
 - (7) Identify water and sewer facilities requiring relocation. Meet with CITY to develop project approach for water and sewer designs.
 - (8) Provide list of Engineer-developed details to be incorporated into plans.
 - (9) Draft preliminary notes on plans to fully describe the construction work to be performed.
 - (10) Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing and detours.

- (11) Prepare preliminary storm water and erosion control plans.
- (12) Prepare draft copy of special provisions (special conditions) to the construction specifications.
- (13) Prepare cost estimates for preliminary design.
- (14) Provide design report including calculations and support data.
- (15) Include a legend of all linework used in the drawing on the cover sheet or general notes sheet.
- b. Prepare right-of-way plans to include the following:
 - (1) Plans shall be drawn at 1" = 40' scale or larger scale.
 - (2) Identify property subdivisions, existing and proposed rights-of-way and easements, ownership names, assigned tract numbers, addresses, temporary construction easements and related information.
 - (3) Provide tabulation of tracts, ownerships, and area calculations (permanent and temporary construction easements) for each acquisition, including areas of prescriptive easements.
- c. Attend monthly design progress meetings with CITY.
- d. Provide written response to design review comments provided by CITY.

9. Project Deliverables

- a. Two copies of the Traffic Study Report.
- b. One copy of the Geotechnical Report.
- c. Two copies of the hydraulic modeling calculations and drainage design.
- d. Two copies of the Concept Plans, design report and cost estimates.
- e. Two copies of the Preliminary Plans, design report, cost estimates and other supporting documents.
- f. One copy of applicable sheets of the Concept, Preliminary, and Final Plans to each potentially affected utility company.
- g. All files will be electronically transferred to the city in PDF form.

10. General

- a. All street construction shall follow the guidelines described in the City of Fort Lupton Street Design Standards.
- b. Plans shall be provided on standard City of Fort Lupton plan sheet templates to be provided.
- c. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, provide preliminary and final plans on USB drive in a format compatible with the current AutoCAD release used by the City of Fort Lupton.
- d. Record drawings shall be provided on USB drive in AutoCAD format in addition to the reproducible drawings.
- e. All installation and relocation of utilities not owned by the CITY is included in the franchise utility relocation. Utility relocation design will be accomplished outside of the terms of this agreement.
- f. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.
- h. The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract.
- i. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.