

City of Fort Lupton
City Council Agenda
Regular Meeting
7:00 p.m.
130 South McKinley Avenue
April 4, 2016

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 five (5) minutes - Mayor Holton

Approval Of Agenda

Review Of Accounts Payables

a. **04042016 Accounts Payables**

Documents: [04042016 Accounts Payables.pdf](#)

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 from the Consent Agenda and considered at the end of the Consent Agenda.

a. **AM 2016-058, Approve A Resolution Appointing Bruce Taylor To The Cemetery Committee**

Documents: [AM 2016-058, Approve A Resolution Appointing Committee Members.pdf](#)

b. **AM 2016-061, Approving Resolution Not In Support Of House Bill 16-1309 Concerning Defendant's Right To Council**

Documents: [AM 2016-061, Approve Resolution House Bill 16-1309 Defendants Rights.pdf](#)

c. AM 2016-062, Approve A Resolution Granting Signature Authority To City Administrator And Finance Director

Documents: [AM 2016-062, Approve Resolution Granting Signature Authorization.pdf](#)

Public Hearing

a. AM 2016-057, Approve Water And Sewer Rate Increases

Documents: [AM 2016-057, Approve Water And Sewer Rate Increases.pdf](#)

Action Memorandum

a. AM 2016-035, Approve A Resolution Appropriating \$223,400 In Funds For 2015 Nunc Pro Tunc To December 31, 2015 Per State Statute

Documents: [AM 2016-035, Approve Resolution Appropriating Funds For 2015 - 223,400.Pdf](#)

b. AM 2016-038, Approval For Signature Of A Contract Between Banner Health Paramedic Services And The City

Documents: [AM 2016-038, Approve Banner Health Paramedic Services Contract.pdf](#)

c. AM 2016-055, Approve A Resolution Re-Appropriating \$1,746,360 In Various Funds In The 2016 Budget

Documents: [AM 2016-055, Approve Resolution Re-Appropriating 1,746,360 2016 Budget.pdf](#)

d. AM 2016-056, Approve The Purchase Of A 2017 GMC Savana Passenger Van From Weld County Garage - \$30,312

Documents: [AM 2016-056, Approve The Purchase Of A 2017 GMC Savana Van - 30,312 - Rec Center.pdf](#)

e. AM 2016-059, Approval To Upgrade The City Council Chambers Video Capability

Documents: [AM 2016-059, Approval To Upgrade Council Chambers Video Capability.pdf](#)

f. AM 2016-060, Approving The Purchase Of Tyler Technology Software For Finance And Planning For An Amount Not To Exceed

\$227,472

Documents: [AM 2016-060. Approve The Purchase Of Tyler Technology Software - 227,472.Pdf](#)

Staff Reports

Mayor/Council Reports

Future City Events

a. **04042016 Upcoming Events**

Documents: [04042016 Up Coming Events.pdf](#)

Adjourn

Report Criteria:

Report type: GL detail

Check.Voided = {=} No

[Report].Check GL Account = "6000010100"-6082059040"

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq	Amount
03/17/2016	80790	ACE HARDWARE OF FORT LUPTO	GOLF-GREAT STUFF,PIPE,CAPS	52597/1		25.27
03/18/2016	80790	ACE HARDWARE OF FORT LUPTO	GOLF-ICE MELT	52606/1		5.99
03/18/2016	80790	ACE HARDWARE OF FORT LUPTO	GOLF-VARIOUS KEYS	52615/1		14.94
03/21/2016	80790	ACE HARDWARE OF FORT LUPTO	GOLF-ACE SPRAY FOR JDEERE	52640/1		4.99
03/22/2016	80790	ACE HARDWARE OF FORT LUPTO	GOLF-ELECTRIC TAPES	52674/1		26.96
Total 80790:						78.15
03/08/2016	80791	ACUSHNET COMPANY	GC-JACKETS FOR RESALE-GC	902064844		1,041.18
03/11/2016	80791	ACUSHNET COMPANY	GC-VARIOUS TITLEIST GOLF BALLS-GF	902087551		1,564.08
03/11/2016	80791	ACUSHNET COMPANY	GC-FREIGHT ON VARIOUS TITLEIST GOLF BALLS-GF	902087551		58.64
03/15/2016	80791	ACUSHNET COMPANY	GOLF-SANDALS	902111879		57.34
Total 80791:						2,721.24
02/26/2016	80792	AGFINITY INC	GOLF-54 GALS 87 OCT FUEL	112539		99.08
Total 80792:						99.08
03/16/2016	80793	AMERICAN DRY GOODS	GOLF-HOODED SWEAT SHIRTS,CREWNECKS	115091		954.58
Total 80793:						954.58
03/16/2016	80794	CALLAWAY	GOLF-GOLF EQUIP,BALLS	926682268		831.89
03/16/2016	80794	CALLAWAY	GOLF-GOLF ITEMS FOR PRO SHOP	926682325		507.63
03/16/2016	80794	CALLAWAY	GOLF-GOLF ITEMS FOR PRO SHOP	926682360		137.95
03/17/2016	80794	CALLAWAY	GOLF-GOLF ITEMS FOR PRO SHOP	926686068		667.02
03/17/2016	80794	CALLAWAY	GOLF-GOLF ITEMS FOR PRO SHOP	926686102		38.00
03/17/2016	80794	CALLAWAY	GOLF-GOLF ITEMS FOR PRO SHOP	926688865		296.42
Total 80794:						2,478.91
03/18/2016	80795	CITY OF FORT LUPTON	GOLF-PAYROLL 02/27-03/11/16/PAID ON 03/18/16	FIN2016069		10,024.75
03/18/2016	80795	CITY OF FORT LUPTON	GOLF-FEB,MAR,APR EAP PROGRAM	FIN2016071		127.60
Total 80795:						10,152.35
03/15/2016	80796	FERRELLGAS LP	GOLF-PROPANE	1091312494		166.25
Total 80796:						166.25
03/17/2016	80797	FORT LUPTON PACKING & SHIPPIN	GOLF-SHIP SUNGLASSES BACK TO VENDOR	118038		16.95
Total 80797:						16.95
03/16/2016	80798	OFFICE DEPOT	GOLF-LABELER,CALC,INDEZ,CAB LOCK,CLIPS,STAPLER,LET OPENER	830101687-0		144.22
Total 80798:						144.22
02/05/2016	80799	O'REILLY AUTO PARTS	GOLF-COOLANT HOSE,WHL BRG,VBELT,FUEL			

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq Amount
03/17/2016	80799	O'REILLY AUTO PARTS	CAP,RADIATOR CAP	4489-261962	50.90
03/21/2016	80799	O'REILLY AUTO PARTS	GOLF-BATTERIES	4489-270726	165.96
03/21/2016	80799	O'REILLY AUTO PARTS	GOLF-BATTERY CORE RTN	4489-271572	18.00-
03/24/2016	80799	O'REILLY AUTO PARTS	GOLF-OIL FILTER	4489-271648	4.49
			GOLF-GAL TRACT FL,OIL	4489-272151	527.88
Total 80799:					731.23
02/25/2016	80800	POTESTIO BROTHERS EQUIPMEN	GC-OIL CHANGE KITS FOR MOWERS & MAINTENANCE VEHICLES-GC MAINT	30073C	1,446.52
02/25/2016	80800	POTESTIO BROTHERS EQUIPMEN	GC-FREIGHT FOR OIL CHANGE KITS-GC MAINT	30073C	43.45
Total 80800:					1,489.97
03/17/2016	80801	SAFE SYSTEMS INC	GOLF-REPAIR SERVICES	425837	223.50
Total 80801:					223.50
03/14/2016	80802	SCNS SPORTS FOODS	GOLF-SNACK BARS PACKAGED	87687	35.00
Total 80802:					35.00
03/17/2016	80803	SHAMROCK FOODS COMPANY	GOLF-OIL,FRANKS,BWURST,HASHBROWNS,SAUCE,BUN S,BACON	18032197	423.66
03/17/2016	80803	SHAMROCK FOODS COMPANY	GOLF-CANDY, PCHIPS,CREAMERS	18032197	78.30
Total 80803:					501.96
03/16/2016	80804	SPECIALTY CIGARS INTERNATION	GOLF-VARIOUS CIGARS	111706	486.28
Total 80804:					486.28
03/22/2016	80805	SWIRE COCA-COLA	GOLF-CUPS	36U3611332	84.00
Total 80805:					84.00
03/16/2016	80806	UNITED POWER	GOLF-MAR16 ELECTRIC-CLUB HOUSE	1194602 MA	569.22
03/16/2016	80806	UNITED POWER	GOLF-MAR16 ELECTRIC-PUMP HOUSE	1195001 MA	233.44
03/16/2016	80806	UNITED POWER	GOLF-MAR16 ELECTRIC-COLLEGE AVE	1195701 MA	384.06
03/16/2016	80806	UNITED POWER	GOLF-MAR16 ELECTRIC-PAVILLION	6601202 MA	16.59
Total 80806:					1,203.31
03/14/2016	80807	WAXIE SANITARY SUPPLY	GOLF-ENMOTION HIGH CAP	75851174	62.85
Total 80807:					62.85
Grand Totals:					21,629.83

Report Criteria:

Report type: GL detail

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[Report].Check GL Account = "6000010100"."6082059040"

Report Criteria:

Report type: GL detail

Check.Voided = {=} No

[Report].Check GL Account = "1000010100"-2082059075" ,"3000010100"-5082059090","7000010100"-9999999999"

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
58915	ADAM FERNSTEDT	REC-IPGSA SOFTBALL REFUND	2005356.001	1	75.00
Total 58915:					75.00
58916	ADVANCED URGENT CARE AND O	GF-CLIENT SCREEN-POLICE	27405C4045	1	35.00
Total 58916:					35.00
58917	AFLAC	GF-MAR16 SUPPLEMENTAL INS	396952 MAR	1	762.22
Total 58917:					762.22
58918	ALPINE CONTROLS & ENGINEERIN	UF-WELL #7 SCADA PROGRAMMING-WELLS	1254	1	8,240.00
Total 58918:					8,240.00
58919	AMERICAN WEST LAND SURVEYIN	CEM-SURVEY CEMETERY/KING PROP	16-099	1	1,300.00
Total 58919:					1,300.00
58920	ANDREW J ADAME	REC-MAR16 TEEN NIGHT DJ-TEENS	03/12/16 DJ	1	150.00
Total 58920:					150.00
58921	ANTHEM BLUE CROSS	GF-APR 16 HEALTH & VISION-HR	000814527H	1	7.20
58921	ANTHEM BLUE CROSS	GF-APR 16 HEALTH-HR	000814527H	2	55,460.00
58921	ANTHEM BLUE CROSS	GF-APR 16 VISION-HR	000814527H	3	849.20
Total 58921:					56,302.00
58922	ARAMARK UNIFORM SERVICES IN	CPR-DOOR MAT SERVICE	492266470	1	46.78
58922	ARAMARK UNIFORM SERVICES IN	REC-DOOR MAT SERVICE	492266470	2	46.77
58922	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-B&G	492266470	3	86.80
58922	ARAMARK UNIFORM SERVICES IN	GF-DOOR MAT SVCS-CITY HALL	492266471	1	35.73
58922	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICES-SHOP	492266471	2	106.06
Total 58922:					322.14
58923	CINTAS FIRST AID & SAFETY	REC-FIRST AID SUPPLIES	5004260151	1	53.90
Total 58923:					53.90
58924	COLONIAL LIFE	GF-APR16 SUPPLEMENTAL INS	7816820040	1	176.34
58924	COLONIAL LIFE	CPR-APR16 SUPPLEMENTAL INS	7816820040	2	87.96
Total 58924:					264.30
58925	COLORADO ANALYTICAL LAB	UF-SEPTIC COLLAR/HAULER	160311048	1	450.40
Total 58925:					450.40

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
58926	COLORADO DEPT OF REVENUE	GF-SILVER MOON LIQUOR LICENSE 2016	1.066930	1	500.00
Total 58926:					500.00
58927	COLORADO DOORWAYS INC	CPR-REPAIR DOOR	808980	1	315.00
Total 58927:					315.00
58928	COMCAST BUSINESS	GC-3/15-4/14 PHONE-GOLF COURSE	41841982	1	210.59
58928	COMCAST BUSINESS	GF-3/15-4/14 PHONE SVC-ADMIN SVCS	41841982	2	79.91
58928	COMCAST BUSINESS	GF-3/15-4/14 PHONE-LEGISLATIVE	41841982	3	59.82
58928	COMCAST BUSINESS	GF-3/15-4/14 PHONE-COURT	41841982	4	59.82
58928	COMCAST BUSINESS	GF-3/15-4/14 PHONE-CLERK	41841982	5	19.94
58928	COMCAST BUSINESS	GF-3/15-4/14 PHONE-HR	41841982	6	39.88
58928	COMCAST BUSINESS	GF-3/15-4/14 PHONE-CITY ADMIN	41841982	7	39.88
58928	COMCAST BUSINESS	GF-3/15-4/14 PHONE-FINANCE	41841982	8	79.76
58928	COMCAST BUSINESS	GF-3/15-4/14 PHONE-IT	41841982	9	39.88
58928	COMCAST BUSINESS	GF-3/15-4/14 PHONE-PD	41841982	10	398.80
58928	COMCAST BUSINESS	GF-3/15-4/14 PHONE-PD COMM SVCS	41841982	11	19.94
58928	COMCAST BUSINESS	GF-3/15-4/14 PHONE-PD RECORDS	41841982	12	19.94
58928	COMCAST BUSINESS	GF-3/15-4/14 PHONE-SHOP	41841982	13	63.15
58928	COMCAST BUSINESS	GF-3/15-4/14 PHONE-STREETS	41841982	14	4.99
58928	COMCAST BUSINESS	GF-3/15-4/14 PHONE-B&G	41841982	15	62.94
58928	COMCAST BUSINESS	GF-3/15-4/14 PHONE-BLDG INSP	41841982	16	19.94
58928	COMCAST BUSINESS	GF-3/15-4/14 PHONE-PLANNING	41841982	17	99.70
58928	COMCAST BUSINESS	GF-3/15-4/14 PHONE-CODE ENF	41841982	18	19.94
58928	COMCAST BUSINESS	CPR-3/15-4/14 PHONE-COM CENTER	41841982	19	125.88
58928	COMCAST BUSINESS	CPR-3/15-4/14 PHONE-SENIORS	41841982	20	62.94
58928	COMCAST BUSINESS	CPR-3/15-4/14 PHONE-MUSEUM	41841982	21	62.87
58928	COMCAST BUSINESS	UF-3/15-4/14 PHONE-W LINES	41841982	22	9.97
58928	COMCAST BUSINESS	UF-3/15-4/14 PHONE-S LINES	41841982	23	4.99
58928	COMCAST BUSINESS	UF-3/15-4/14 PHONE-WWTP	41841982	24	58.33
58928	COMCAST BUSINESS	UF-3/15-4/14 PHONE-UB	41841982	25	39.88
58928	COMCAST BUSINESS	RC-3/15-4/14 PHONE-REC	41841982	26	283.28
Total 58928:					1,986.96
58929	COMCAST CABLE COMM, LLC	GF-4/1-4/30 Fax & Intoxilizer-PD	6460159244	1	130.70
Total 58929:					130.70
58930	COMCAST CABLE COMM, LLC	REC-03/14-04/13/16 CABLE MUSIC	6460117309	1	268.05
58930	COMCAST CABLE COMM, LLC	REC-03/14-04/13/16 LATE FEE	6460117309	2	9.50
Total 58930:					277.55
58931	DISCOUNT ATTENTION GETTERS!	REC-2 RED RUBBERSTAMPS	225	1	247.85
Total 58931:					247.85
58932	DONNA WALKER	GF-2016 CO SAVINGS PLACES CONF EXP	2016 CONF	1	214.98
Total 58932:					214.98
58933	HD SUPPLY WATERWORKS, LTD	UF-FLG DI PIPE,FLG ACC RR FF	F278179	1	115.80

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 58933:					115.80
58934	KAYLEEN TEETS	GF-E0007562 RESTITUTION PAYABLE	E0007562 03	1	2,579.00
Total 58934:					2,579.00
58935	MUTUAL OF OMAHA	GF-APR'16 LTD PREM FOR LIB & GOLF	506104329	1	159.92
58935	MUTUAL OF OMAHA	GF-APR'16 LTD PREM-ADMIN SVCS	506104329	2	15.66
58935	MUTUAL OF OMAHA	GF-APR'16 LTD PREM-COURT	506104329	3	24.71
58935	MUTUAL OF OMAHA	GF-APR'16 LTD PREM-CITY CLERK	506104329	4	18.13
58935	MUTUAL OF OMAHA	GF-APR'16 LTD PREM-HR	506104329	5	30.22
58935	MUTUAL OF OMAHA	GF-APR'16 LTD PREM-CITY ADMIN	506104329	6	40.53
58935	MUTUAL OF OMAHA	GF-APR'16 LTD PREM-FINANCE	506104329	7	61.49
58935	MUTUAL OF OMAHA	GF-APR'16 LTD PREM-IT	506104329	8	21.11
58935	MUTUAL OF OMAHA	GF-APR'16 LTD PREM-POLICE	506104329	9	209.31
58935	MUTUAL OF OMAHA	GF-APR'16 LTD PREM-COMM SVC	506104329	10	10.08
58935	MUTUAL OF OMAHA	GF-APR'16 LTD PREM-RECORDS	506104329	11	12.42
58935	MUTUAL OF OMAHA	GF-APR'16 LTD PREM-STREETS	506104329	12	37.69
58935	MUTUAL OF OMAHA	GF-APR'16 LTD PREM-B&G	506104329	13	36.40
58935	MUTUAL OF OMAHA	GF-APR'16 LTD PREM-PLANNING	506104329	14	54.64
58935	MUTUAL OF OMAHA	GF-APR'16 LTD PREM-CODE	506104329	15	9.36
58935	MUTUAL OF OMAHA	CPR-APR'16 LTD PREM-COMM CTR	506104329	16	44.98
58935	MUTUAL OF OMAHA	CPR-APR'16 LTD PREM-SENIORS	506104329	17	9.88
58935	MUTUAL OF OMAHA	UF-APR'16 LTD PREM-WATER LINES	506104329	18	32.51
58935	MUTUAL OF OMAHA	UF-APR'16 LTD PREM-SEWER LINES	506104329	19	28.54
58935	MUTUAL OF OMAHA	UF-APR'16 LTD PREM-UB	506104329	20	7.60
58935	MUTUAL OF OMAHA	UF-APR'16 LTD PREM-STORM DRAIN	506104329	21	2.68
58935	MUTUAL OF OMAHA	REC-APR'16 LTD PREM-REC	506104329	22	57.01
58935	MUTUAL OF OMAHA	CEM-APR'16 LTD PREM-CEM	506104329	23	6.97
58935	MUTUAL OF OMAHA	GF-APR'16 LI & AD&D PREM FOR LIB & GOLF	506104329	24	112.54
58935	MUTUAL OF OMAHA	GF-APR'16 LI & AD&D PREM-ADMIN SVCS	506104329	25	11.97
58935	MUTUAL OF OMAHA	GF-APR'16 LI & AD&D PREM-COURT	506104329	26	19.04
58935	MUTUAL OF OMAHA	GF-APR'16 LI & AD&D PREM-CITY CLERK	506104329	27	13.87
58935	MUTUAL OF OMAHA	GF-APR'16 LI & AD&D PREM-HR	506104329	28	22.98
58935	MUTUAL OF OMAHA	GF-APR'16 LI & AD&D PREM-CITY ADMIN	506104329	29	24.31
58935	MUTUAL OF OMAHA	GF-APR'16 LI & AD&D PREM-FINANCE	506104329	30	44.15
58935	MUTUAL OF OMAHA	GF-APR'16 LI & AD&D PREM-IT	506104329	31	16.15
58935	MUTUAL OF OMAHA	GF-APR'16 LI & AD&D PREM-POLICE	506104329	32	160.13
58935	MUTUAL OF OMAHA	GF-APR'16 LI & AD&D PREM-COMM SVC	506104329	33	7.69
58935	MUTUAL OF OMAHA	GF-APR'16 LI & AD&D PREM-RECORDS	506104329	34	9.54
58935	MUTUAL OF OMAHA	GF-APR'16 LI & AD&D PREM-STREETS	506104329	35	28.91
58935	MUTUAL OF OMAHA	GF-APR'16 LI & AD&D PREM-B&G	506104329	36	28.11
58935	MUTUAL OF OMAHA	GF-APR'16 LI & AD&D PREM-PLANNING	506104329	37	41.79
58935	MUTUAL OF OMAHA	GF-APR'16 LI & AD&D PREM-CODE	506104329	38	4.69
58935	MUTUAL OF OMAHA	CPR-APR'16 LI & AD&D PREM-COMM CTR	506104329	39	34.11
58935	MUTUAL OF OMAHA	CPR-APR'16 LI & AD&D PREM-SENIORS	506104329	40	7.60
58935	MUTUAL OF OMAHA	UF-APR'16 LI & AD&D PREM-WATER LINES	506104329	41	24.85
58935	MUTUAL OF OMAHA	UF-APR'16 LI & AD&D PREM-SEWER LINES	506104329	42	21.89
58935	MUTUAL OF OMAHA	UF-APR'16 LI & AD&D PREM-UB	506104329	43	5.80
58935	MUTUAL OF OMAHA	UF-APR'16 LI & AD&D PREM-STORM DRAIN	506104329	44	2.04
58935	MUTUAL OF OMAHA	REC-APR'16 LI & AD&D PREM-REC	506104329	45	43.78
58935	MUTUAL OF OMAHA	CEM-APR'16 LI & AD&D PREM-CEM	506104329	46	5.31
58935	MUTUAL OF OMAHA	GF-APR'16 ADD'L LI/AD&D PREM-HR	506104329	47	1,278.12

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 58935:					2,901.21
58936	PEPSI-COLA COMPANY	REC-DRINKS FOR CENTER- REC CTR	08989211	1	488.50
Total 58936:					488.50
58937	RENEWABLE FIBER INC	STX-PEA GRAVEL	INV0568383	1	389.26
58937	RENEWABLE FIBER INC	STX-CONCRETE RBASE,RECYCLE ASPHALT	INV0568632	1	357.00
Total 58937:					746.26
58938	SABRINA HEDBERG	REC-IPGSA SOFTBALL REFUND	2005355.001	1	65.00
Total 58938:					65.00
58939	SALLY ORNALES	REC-SHELTER REFUND	2005358.001	1	30.00
Total 58939:					30.00
58940	STERICYCLE	REC-2ND QTR'16 MEDICAL WASTE SVCS	3003357573	1	143.19
Total 58940:					143.19
58941	SYMBOL ARTS	GF-BADGE ,BADGE BOX-POLICE	0253239-IN	1	1,610.00
Total 58941:					1,610.00
58942	SYNERGETIC SYSTEMS, LLC	GF-PRE-EMPLOYMENT/B&G EMPLOYEES-HR	7578	1	600.00
Total 58942:					600.00
58943	UNITED POWER	UF-2/16-3/16 ELECTRIC-WTR TANK&PUMP	1195501 MA	1	1,217.95
58943	UNITED POWER	GF-2/16-3/16 ELECTRIC-B&G SPRINKLER CONTROL	1207701 MA	1	17.12
58943	UNITED POWER	GF-2/16-3/16 ELECTRIC-B&G 10 HP PUMP	1223101 MA	1	16.00
58943	UNITED POWER	UF-2/16-3/16 ELECTRIC-SEWER LIFT STA	1240301 MA	1	266.77
58943	UNITED POWER	GF-2/16-3/16 ELECTRIC-PEARSON PK BALLFIELD	1241801 MA	1	250.78
58943	UNITED POWER	GF-2/16-3/16 ELECTRIC-PEARSON PK	1241903 MA	1	142.81
58943	UNITED POWER	UF-2/16-3/16 ELECTRIC-WELL #4	1276101 MA	1	558.57
58943	UNITED POWER	CPR-2/16-3/16 ELECTRIC-MUSEUM	1295501 MA	1	62.17
58943	UNITED POWER	UF-2/16-3/16 ELECTRIC-WELL #5	1296101 MA	1	294.05
58943	UNITED POWER	GF-2/16-3/16 ELECTRIC-1ST & MCKINLEY TR SIG	1299501 MA	1	112.04
58943	UNITED POWER	GF-2/16-3/16 ELECTRIC-CITY HALL	1302801 MA	1	1,094.14
58943	UNITED POWER	UF-2/16-3/16 ELECTRIC-WELL #1	1302901 MA	1	245.53
58943	UNITED POWER	UF-2/16-3/16 ELECTRIC-WELL #3	1316801 MA	1	851.48
58943	UNITED POWER	GF-2/16-3/16 ELECTRIC-STREET LIGHTS	1322501 MA	1	6,190.64
58943	UNITED POWER	CEM-2/16-3/16 ELECTRIC-CEMETERY	1360303 MA	1	53.90
58943	UNITED POWER	CPR-2/16-3/16 ELECTRIC-REC SIGN	13842400 M	1	51.78
58943	UNITED POWER	GF-2/16-3/16 ELECTRIC-S LIFT STATION	18057500 M	1	549.85
58943	UNITED POWER	GF-2/16-3/16 ELECTRIC-FT LUPTON FLASH	3399301 MA	1	49.54
58943	UNITED POWER	CPR-25% 2/16-3/16 ELECTRIC-COMM CTR	6779701 MA	1	1,558.12
58943	UNITED POWER	REC-75% 2/16-3/16 ELECTRIC-REC	6779701 MA	2	4,674.36
58943	UNITED POWER	UF-2/16-3/16 ELECTRIC-WWTP	704901 MAR	1	8,022.74
58943	UNITED POWER	GF-2/16-3/16 ELECTRIC-GAZEBO	7225800 MA	1	17.57
58943	UNITED POWER	GF-2/16-3/16 ELECTRIC-SHOP	733101 MAR	1	243.18
58943	UNITED POWER	UF-2/16-3/16 ELECTRIC-WELL #13	762901 MAR	1	385.72

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
58943	UNITED POWER	UF-2/16-3/16 ELECTRIC-N LIFT STATION	8976200 MA	1	633.14
Total 58943:					27,559.95
58944	WAGNER EQUIPMENT CO.	UF-CAT LOADER 07 PARTS-WL	P00C186895	1	28.79
58944	WAGNER EQUIPMENT CO.	UF-CAT LOADER 07 PARTS-SL	P00C186895	2	28.79
58944	WAGNER EQUIPMENT CO.	GF-COVER KIT/CAT LOADER #1-STREETS	P00C186895	1	96.21
Total 58944:					153.79
58945	WAYNE'S ELECTRIC INC	GF-REPAIR GFIS ON LIGHT POLES FOR XMAS LIGHTS-STREETS	12255	1	1,226.15
Total 58945:					1,226.15
58946	WELD CNTY CLERK/RECORDER	GF-SPR2015-003 85 PAWN & SALES RESOLUTION & SITEPLAN	16-12939	1	72.00
Total 58946:					72.00
Grand Totals:					109,918.85

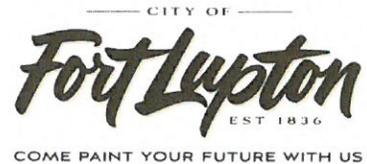
Report Criteria:

Report type: GL detail

Check.Voided = {=} No

[Report].Check GL Account = "1000010100"-2082059075" ,"3000010100"-5082059090","7000010100"-9999999999"

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-058

APPROVING RESOLUTION 2016Rxxx RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE CORRESPONDING ADVISORY COMMITTEES FOR A TERM BEGINNING MARCH 28, 2016 AND ENDING DECEMBER 31, 2017

- I. **Agenda Date:** Council Meeting – April 4, 2016

- II. **Attachments:**
 - a. Resolution 2016Rxx
 - b. Advisory Committee Applications

III. **Summary Statement:**

Terms of all members of all advisory committees shall commence on January 1st following every regular municipal election and continue until December 31st following the next regular municipal election. The newly elected Mayor shall appoint members to all advisory committees to be ratified by the City Council and members so appointed shall serve at the pleasure of the mayor. As a result, letters with re-appointment applications (attached) were sent to current committee members advising them that their terms will expire December 31, 2017. It was requested that they submit a new application as to their desire regarding continued membership. In addition, a number of other individuals have also submitted applications for consideration.

All voting members of advisory committees shall live within one of the following zones (school district, fire district, or Fort Lupton zip code).

- IV. **Fiscal Note:** None noted.

Finance Department Use Only

Leann Perino
Finance Director

V. **Submitted by:** Janette Stang
City Clerk

VI. **Approved for Presentation:** [Signature]
City Administrator

VII. **Certification of Council Approval:** _____ Date _____
City Clerk

VIII. Detail of Issue/Request:

As indicated, letters and applications were sent to all existing advisory committee members during the month of November. In addition, vacancies for committee appointments have been solicited at City Council meetings, workshops, Channel 16, the City web page, public postings, in the Mayor's monthly newsletter, and the media.

Exhibit "A" represents a list of the active general advisory committees with the proposed member list. Current policy establishes that, "Newly elected Mayors shall appoint members to all advisory committees to be ratified by the City Council and members so appointed shall serve at the pleasure of the Mayor."

It is anticipated that another round of appointments may need to occur in the future.

IX. Legal/Political Considerations:

None noted.

X. Alternatives/Options:

Continue to solicit for applications through announcements at City Council meetings and workshops, Channel 16, the City web page, the Mayor's monthly newsletter, and the media for vacancies that remain unfilled.

XI. Financial Considerations:

None noted.

XII. Staff Recommendation:

Approve the proposed resolution

RESOLUTION 2016Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE CORRESPONDING ADVISORY COMMITTEES FOR A TERM BEGINNING MARCH 28, 2016 AND ENDING DECEMBER 31, 2017.

WHEREAS, each candidate has submitted a request in the form of an application for the Mayor to consider appointment or reappointment to committee positions allowing them the opportunity to serve the City of Fort Lupton.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of the attached list of candidates to the corresponding Advisory Committees for a term beginning March 28, 2016 and ending December 31, 2017.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 4th DAY OF APRIL 2016.

City of Fort Lupton, Colorado

Tommy Holton, Mayor

Attest:

Nanette S. Fornof, MMC
City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT "A"
Advisory Committee Appointments

CEMETERY COMMITTEE		
<i>Name</i>	<i>Term</i>	<i>Position</i>
Bruce Taylor	04/01/2016-12/31/2017	



CITY OF FORT LUPTON
APPLICATION FOR CITIZEN ADVISORY BOARD/
COMMISSION APPOINTMENT

City Boards and Commissions play an important role in forming City policy. To be considered as a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621; Phone: 720-466-6101. The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 3-24-16

City of Fort Lupton Resident? Yes

Checked box for Yes

No

Empty box for No

Name: Bruce Taylor Home Phone: 619-249-5288
Address: 908 Platte Drive Cell Phone: 617-249-5288
Fort Lupton CO 80621 Work Phone: 619-249-5288
Occupation: Fire Safety e-mail: FC2BBB@yaho.com

Board or Commission you are applying for: (Please use a separate application if applying for more than one.)

Cometary Committee

1. Please list your work experience, community involvement, and other interests which apply to this Board or Commission: (Information may be continued on back of form or attached.)

American Legion Commander

2. List any licenses, certificates of special training, or education which apply to this Board or Commission:

3. Briefly describe the reasons for your interest in serving on this City Board or Commission:

4. Please list supporting documents if not continued on other side:

Signature of Applicant: by signing this application I agree that I have received a copy of the City Council Code of Ethics and Conduct.

Handwritten signature of Bruce Taylor

Handwritten initials 'ok' and 'LST'



Thank you for volunteering!

The City of Fort Lupton very much appreciates the generous contribution of your time and labor to work that benefits the community. We ask that you donate or give up any claim you may acquire against the entity for any loss or injury you may suffer during your volunteer work.

It is for these reasons that the City of Fort Lupton now requires everyone offering volunteer services to the municipality to first sign a document releasing the entity, its agents, and its insurance carriers from all liability for any such loss of injury.

We appreciate your cooperation and your understanding about this, and recommend you consult with your insurance agent to be sure your own insurance coverage is sufficient to cover you for any volunteer services you perform for the City of Fort Lupton.

VOLUNTEER ACCIDENT MEDICAL COVERAGE PLAN

This coverage provides medical and accidental death and dismemberment (AD&D) coverage for volunteers

Limits:	Accidental Death Benefit Amount:	\$ 10,000
	Accidental Dismemberment Benefit, Maximum Amount:	\$ 10,000
	Accidental Medical Expense Benefit (Primary):	\$ 15,000
	Dental Maximum (Per Tooth Per Accident):	\$ 250
	Aggregate Limit of Indemnity per Accident	\$ 250,000
	Catastrophic Cash (Lump Sum), Maximum Amount	\$ 25,000

If you have an accident or injury, please contact the person who is coordinating or leading your volunteer work immediately. You may go to the physician of your choice. You will be required to complete a claim form. Bills for medical expenses being claimed, along with a copy of the completed claim form can be sent directly to:

Consolidated Health Plans 2077 Roosevelt Ave. Springfield, MA 01104	Fax: (413) 733-4612 Attention: Claims Department
Email: customerservice@consolidatedhealthplan.com	

If you have any questions regarding claims, please call Consolidated Health Plans at (800) 633-7867.

This information is provided only as a general summary of the coverages that apply or are available. All coverages are governed by the terms, conditions, exclusions, and limits stated in the applicable coverage documents.



CITY OF FORT LUPTON
VOLUNTEER ACTIVITIES
RELEASE/INDEMNIFICATION

I. RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT: PARTICIPANT MUST READ CAREFULLY BEFORE SIGNING

In consideration for being permitted to perform the below-described volunteer activities for the City of Fort Lupton, I hereby acknowledge, represent, and agree as follows:

A. I understand that said activities are or may be dangerous and do or may involve risks of injury, loss, or damage. I further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage. I acknowledge that such risks may arise from a variety of foreseeable and unforeseeable circumstances connected with the use of the activities, including but not limited to the following risks:

Activities to be performed:

Risks of such activities include but are not limited to:

 BO (Participant initials here)
 (If Participant is under 18 years old, Parent initial here)

B. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I hereby expressly assume all such risks of injury, loss, or damage to me or to any third party arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Fort Lupton, its officers, its employees, or by any other cause.

 BO (Participant initials here)
 (If Participant is under 18 years old, Parent initial here)

C. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I further hereby waive, and exempt, release, and discharge the City of Fort Lupton, its officers, and its employees from, any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Fort Lupton, its officers, its employees, or by any other cause, excepting only the willful and wanton conduct of the City of Fort Lupton's officers or employees.

 BO (Participant initials here)
 (If Participant is under 18 years old, Parent initial here)

D. I further agree to defend, indemnify and hold harmless the City of Fort Lupton, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, including any third party claim asserted against the City of Fort Lupton, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by my act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the City of Fort Lupton, its officers, its employees, or by any other cause, excepting only the willful and wanton conduct of the City of Fort Lupton's officers or employees.

 (Participant initials here)
 (If Participant is under 18 years old, Parent initial here)

E. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I hereby acknowledge and agree that said AGREEMENT extends to all acts, omissions, negligence, or other fault of the City of Fort Lupton, its officers, and/or its employees, and that said AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

 (Participant initials here)
 (If Participant is under 18 years old, Parent initial here)

F. I understand and acknowledge that the City of Fort Lupton, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this RELEASE AND INDEMNIFICATION AGREEMENT, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as amended, or otherwise available to the City of Fort Lupton, its officers, or its employees.

 (Participant initials here)
 (If Participant is under 18 years old, Parent initial here)

G. I understand and agree that this RELEASE AND INDEMNIFICATION AGREEMENT shall be governed by the laws of the State of Colorado, and that jurisdiction and venue for any suit or cause of action under this Agreement shall lie in the courts of Fort Lupton, Colorado.

 (Participant initials here)
 (If Participant is under 18 years old, Parent initial here)

H. This RELEASE AND INDEMNIFICATION AGREEMENT shall be effective as of the date set forth below and shall be binding upon me, my successors, representatives, heirs, executors, assigns, and transferees.

 (Participant initials here)
 (If Participant is under 18 years old, Parent initial here)

II. PARTICIPANT SIGNATURE AND DATE:

Participant - Print Name: Bruce R Taylor

Participant's Signature: 

Date of Signature: 3-24-16

III. IF PARTICIPANT IS UNDER 18 YEARS OLD, PARENT SIGNATURE AND DATE:

By initialing above and signing below, I acknowledge that I am the parent of the above-named Participant as the term "parent" is defined in C.R.S. Section 13-22-107(2)(b), and I hereby waive and release any prospective claim of the Participant against the City of Fort Lupton, its officers, and its employees for negligence, to the extent provided in C.R.S. Section 13-22-107(3), in connection with the above-described activities.

Parent - Print Name: _____

Parent's Signature: _____

Date of Signature: _____



Workers' Compensation Coverage and Volunteer Accident Medical Plan (VAMP)

As indicated by my signature, I verify I am not compensated as an appointed committee member for the City of Fort Lupton.

My signature below also verifies that I have been notified that the City of Fort Lupton has chosen to exercise the option to exclude appointed committee members (also referred to as unpaid board members) from Workers' Compensation Insurance per C.R.S. section 8-40-202(1)(a)(I)(B). In accordance with Colorado law, I acknowledge that my information is reported to the Department of Labor and Employment, Division of Workers' Compensation as part of the City's application for the Exclusion of Uncompensated Public Officials.

Per the attached paperwork, I acknowledge that the City of Fort Lupton has chosen to provide coverage for its appointed committee members through the Volunteer Accident Medical Plan (VAMP).

Signature

Bruce Taylor

Printed name

3-24 - 16

Date

Committee Name(s)

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-061

**APPROVING THE RATIFICATION OF THE MAYOR'S SIGNATURE ON RESOLUTION 2016-XXX
NOT IN SUPPORT OF HOUSE BILL 16-1309 CONCERNING A DEFENDANT'S RIGHT TO
COUNSEL IN CERTAIN MUNICIPAL COURT CASES**

I. **Agenda Date:** Council Meeting – April 4, 2016

II. **Attachments:** a. Resolution 2016RXXX
b. House Bill 16-1309

III. **Summary Statement:**

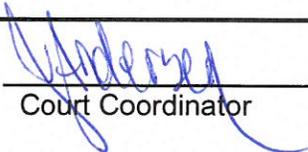
House Bill 16-1309 is requires municipal courts to have a public defender at each jail advisement for defendants held on municipal charges.

IV. **Fiscal Note:** _____

Finance


Finance Director

V. **Submitted by:**


Court Coordinator

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:

Introduced House Bill 16-1309 would require municipal courts to have a public defender's presence at each first appearance for defendants being held for violations of municipal ordinances and the sentence may include incarceration. The defendant may waive his or her right to counsel.

The right to a public defender is already required under the U.S. Constitution and the Colorado Constitution. If the defendant is not released on a charge at the first appearance, the municipal court must appoint counsel.

HB 16-1309 is an unfunded state mandate. This leaves the expense the responsibility of the municipalities and the taxpayers. The expense could increase with each case. The presence of an attorney with no ability to advise a defendant may unnecessarily delay the process with continuances to allow the attorney time to review the case.

X. Legal/Political Considerations:

.

XI. Alternatives/Options:

- 1. Do not authorize the Mayor's signature making no commitment on HB 16-1309.*
- 2. Direct staff to write a Resolution in support of HB 16-1309.*

-

XII. Financial Considerations:

Fort Lupton Municipal Court historically has not had to deal with first appearances from the jail. With video arraignment implementation, there is a potential of 5-10 cases in a year. Expense is varied based upon the length of the case and the public defender's involvement. The number of cases is subject to change as the city grows.

XIII. Staff Recommendation:

Approve AM 2016-XXX approving Resolution 2016-XXX expression of not in support for House Bill 16-1309, Right to Counsel at Municipal Court First Appearances.

RESOLUTION NO. 2016Rxxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON NOT IN SUPPORT OF COLORADO GENERAL ASSEMBLY HOUSE BILL 16-1309..

WHEREAS, the Colorado General Assembly is currently considering House Bill ("HB") 16-1309, which would require municipal courts to provide the presence of a public defender at each first appearance by defendants being held on municipal violations with the possible sentence of incarceration,

WHEREAS, HB 16-1309 disproportionately effects rural communities,

WHEREAS, HB 16-1309 provides protections that are already provided to defendants under the U.S. Consitution and the Colorado Constitution,

WHEREAS, HB 16-1309 creates several unintended consequences and is logistically near impossible to implement with adequate state funding;

NOW THEREFORE BE IT RESOLVED that the City of Fort Lupton hereby expresses it is not in support of HB 16-1309 and urges the Colorado General Assembly to not adopt it during this 2016 legislative session.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 4th DAY OF APRIL, 2016.

City of Fort Lupton, Colorado

Tommy Holton, Mayor

Attest:

Nanette Fornof, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

HB 16-1309



BUILDING A STRONG PARTNERSHIP WITH COLORADO'S CITIES AND TOWNS

MUNICIPAL COURTS

RIGHT TO COUNSEL AT FIRST APPEARANCE

HB 16-1309 - YOUR "NO" VOTE RESPECTFULLY REQUESTED

HB 16-1309 requires the presence of a public defender at each session of jail advisements which are scheduled daily in many municipal courts. **HB 16-1309 disproportionately effects rural communities, provides protections that are already provided to defendants, creates several unintended consequences, and is logistically near impossible to implement without adequate state funding.**

The bill is unnecessary.

The appointment of counsel for defendants being held on municipal charges is already required under the U.S. Constitution and the Colorado Constitution. If the defendant is not released on a charge at the first appearance, the municipal court must appoint counsel. Currently, the attorney then appears at the next court appearance after time to review the case, meet with the defendant and formulate appropriate legal advice.

The appointment of attorney may result in a case to be unnecessarily continued.

Many municipal cases are resolved at the first appearance, often with credit for time served or a fine. These defendants are then released. The presence of an attorney with no ability to advise a defendant will unnecessarily delay the process, since a continuance must occur to allow the attorney to review the case reports and file.

Most arrests occur after the defendant has failed to appear on a summons.

Courts generally grant personal recognizance bonds (P.R. bonds) when the defendant has failed to appear a few times on a case; but after numerous missed court dates, the court must consider the unnecessary waste of taxpayer resources with numerous arrests for the same charge. The court then has good reason to keep the defendant in custody to resolve the case. Municipal cases are often resolved at the first appearance allowing the court to release the defendant immediately with credit for time served or with an alternative sentence such as a fine or community service.

HB 16-1309 is unfunded state mandate.

This bill directly contradicts C.R.S. 29-1-304.5 which states:

"(1) No new state mandate or an increase in the level of service for an existing state mandate beyond the existing level of service required by law shall be mandated by the general assembly or any state agency on any local government unless the state provides additional moneys to reimburse such local government for the costs of such new state mandate or such increased level of service. In the event that such additional moneys for reimbursement are not provided, such mandate or increased level of service for an existing state mandate shall be optional on the part of the local government."

CITY OF FORT LUPTON CITY COUNCIL



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-062

Approve a Resolution Granting Signature Authority to the City Administrator and Finance Director to Sign All Legal and Financial Documents

I. **Agenda Date:** Council Meeting – April 4, 2016

II. **Attachments:** a. Proposed Resolution

III. **Summary Statement:**

With approval of the proposed Resolution, it will allow the City Administrator and/or City Finance Director the ability to sign legal and financial documents, which have been approved by City Council. Currently the Mayor signs such documents; however, there can be timing issues at hand and having the ability to have the City Administrator and/or Finance Director sign the documents would be an asset to maintain work flow.

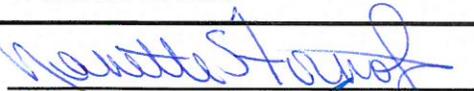
IV. **Fiscal Note:**

Finance Department Use Only



Finance Director

V. **Submitted by:**



Nanette Fornof, City Clerk

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:

With approval of the proposed Resolution, it will allow the City Administrator and/or City Finance Director the ability to sign legal and financial documents, which have been approved by City Council. Currently the Mayor signs such documents; however, there can be timing issues at hand and having the ability to have the City Administrator and/or Finance Director sign the documents would be an asset to maintain work flow.

X. Legal/Political Considerations:

None known.

XI. Alternatives/Options:

Continue to have the Mayor sign all legal and financial documents.

XII. Financial Considerations:

None known.

XIII. Staff Recommendation:

Staff recommends approval of the proposed resolution.

RESOLUTION NO. 2016Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON GRANTING SIGNATURE AUTHORITY TO THE CITY ADMINISTRATOR AND FINANCE DIRECTOR TO SIGN ALL LEGAL AND FINANCIAL DOCUMENTS NORMALLY ENTRUSTED TO THE CITY ADMINISTRATOR AND CITY FINANCE DIRECTOR

WHEREAS, appropriate signatory authorization from the City Administrator and City Finance Director is required to accommodate certain legal and financial documents and transaction; and

WHEREAS, the person(s) currently granted this authority (implied or otherwise) on these types of documents and transactions has separated from the City of Fort Lupton; and

WHEREAS, it is necessary to have another person able to approve and sign said documents on behalf of the City.

NOW THEREFORE BE IT RESOLVED that the City Council hereby grants said signature authority on all legal and financial documents normally entrusted to the City Administrator and City Finance Director, effective immediately.

ADOPTED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 4th DAY OF APRIL 2016.

City of Fort Lupton

Tommy Holton, Mayor

Attest:

Nanette S. Fornof, MMC
City Clerk

Approved as to form:

Andy Ausmus, City Attorney

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-057

APPROVE WATER AND SEWER RATE INCREASES

- I. **Agenda Date:** Council Meeting – April 4, 2016
Utility Enterprise Board Meeting First Public Hearing– March 28, 2016
Utility Enterprise Board Meeting Second Public Hearing – April 4, 2016.
- II. **Attachments:**
 - a. Resolution 2016-XXX
 - b. Exhibit “A” – Water & Sewer Rate Schedule
- III. **Summary Statement:**

Staff and the Finance/Utility Committee have proposed rate increase which is variable based on the water each tier in the City’s rate structure. The sewer rate increase is a proposed 2%.

IV. **Fiscal Note:** _____

Finance Department Use Only

Leann Perino
Finance Director

V. **Submitted by:** Leann Perino
Leann Perino, Finance Director

VI. **Approved for Presentation:** [Signature]
City Administrator

VII. **Attorney Reviewed** _____ Approved _____ Pending Approval

VIII. **Certification of Council Approval:** _____
City Clerk _____ Date _____

VIII. Detail of Issue/Request:

The current utility rate plan and the 2016 proposed rate plan are as follows:

Utility Rates				
	Current Rate Plan	Proposed Increase	Net Change	% Change
Water				
Monthly Base Charge				
Base Fee	\$ 26.24	\$ 26.24	\$ -	-
Assessment	\$ 2.63	\$ 2.63	\$ -	-
Capital Projects	\$ 2.63	\$ 2.63	\$ -	-
Per 1,000 gallon				
<12,000	\$ 4.04	\$ 4.08	\$ 0.04	1 %
>12,000<20,000	\$ 4.62	\$ 4.71	\$ 0.09	2 %
>20,000	\$ 6.09	\$ 6.27	\$ 0.18	3 %
Non-Potable Water	\$ 0.56	\$ 0.57	\$ 0.01	1 %
Sewer				
Monthly Base Charge	\$ 14.80	\$ 15.10	\$ 0.30	2 %
Per 1,000 gallon	\$ 5.05	\$ 5.15	\$ 0.10	2 %
Sewer Non-metered	\$ 33.85	\$ 34.53	\$ 0.68	2 %

Under the proposed rate increase, a household using 12,000 gallons of potable water a month would only experience an increase of \$1.99 to their water charges each month. The following is a block breakout of the financial impact for consumers for their water charges only given the change in rates.

Water Increase	Current	New Rate	Increase
<u>Gallons</u>			
4,000	16.16	16.32	0.16
6,000	24.24	24.48	0.24
10,000	40.40	40.80	0.40
12,000	48.48	48.96	0.48
20,000	85.44	86.64	1.20
25,000	115.89	117.99	2.10

IX. Legal/Political Considerations:

Sections 13-26(a) and 13-136 (a) allows the Utility Enterprise Board to amend monthly user charges by a written resolution. However, the Board must publish and hold a minimum of two public hearings on the new rates.

Sections 13-26(c) and 13-136 (b) requires the City to review the water and sewer rates annually and revise rates if necessary to generate the revenues necessary to pay for the costs of the system.

X. Alternatives/Options:

1. *Delay increasing rates at this time.*

XI. Financial Considerations:

Based on 2015 water usage the revenue in the Utility Fund would increase \$67,943 in water usage and \$19,304 in utility usage.

XII. Staff Recommendation:

Approve Resolution No. 2016RXX increasing water and sewer rates effective on the April 15, 2016 billing.

RESOLUTION NO. 2016RXX

A RESOLUTION OF THE UTILITY ENTERPRISE BOARD OF THE CITY OF FORT LUPTON AMENDING WATER AND SEWER RATES FOR FORT LUPTON CUSTOMERS

WHEREAS, a specific level of revenue is required by revenue bonds and/or loans in both water and sewer in order to comply with rate maintenance covenants; and

WHEREAS, the cost of inflation as measured by the Consumer Price Index (CPI) has increased 1.176% since the last water rate increase in 2015; and

WHEREAS, Sections 13-136(b) and 13-26(c) of the Fort Lupton Municipal Code requires a review of water and sewer rates at least once every year and to be revised if necessary to cover costs of the system; and

WHEREAS, the Utility Enterprise Board evaluated the Enterprise's compliance with its bond covenants and other factors sufficient to determine if and how much water and sewer rates should be adjusted; and

WHEREAS, the Utility Enterprise Board has published the proposed rates and held two public hearings as required by Sections 13-26(a) and 13-136(a) of the Fort Lupton Municipal Code and has determined that it is necessary to increase overall water and sewer revenues to ensure compliance with its bond covenants and meet capital needs and, furthermore, necessary to establish a tiered water rate structure to encourage water conservation; and

WHEREAS, all water and sewer customers that procure treated water from the City will bear the same percentage of increase including bulk through the hydrant system.

NOW, THEREFORE, BE IT RESOLVED that the Utility Enterprise Board of the City of Fort Lupton hereby amends the water and sewer utility rates by approving Exhibit "A" herein included, to become effective on April 15, 2016 for all customers regardless of the source or use of the water, and,

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE APPOINTED TO THE UTILITY ENTERPRISE BOARD THIS 4TH DAY OF APRIL, 2016.

City of Fort Lupton, Colorado

Tommy Holton, Mayor

Approved as to form:

Attest:

Andy Ausmus, City Attorney

Nanette Fornof, City Clerk

Exhibit "A"

CITY OF FORT LUPTON, COLORADO

WATER AND SEWER RATE SCHEDULE

EFFECTIVE APRIL 15, 2016

<u>Description</u>	<u>Amounts</u>
<u>WATER</u>	
Monthly Base Fee	\$31.50*
	*Base fee includes: Augmentation Surcharge - \$2.63 System Maintenance Fee -\$2.63 which are restricted funds
	<u>Volume Rates per 1,000 gallons:</u>
All Metered Accounts, including: Industrial Accounts Park Irrigation Non-Potable Residential Multi-family I Commercial Schools Hotel/Motel	Tier 1 – monthly usage up to and including 12,000 gallons \$4.08
	Tier 2 – monthly usage over 12,000 gallons up to and including 20,000 gallons \$4.71
	Tier 3 – monthly usage over 20,000 gallons \$6.27
	Park /Non-Potable Rate \$0.57
New and Non-Contracted Hydrant Meter Users and Construction	\$10.00
<u>SEWER</u>	
Monthly Base Fee (metered accounts)	\$15.10
Volume Rates per 1,000 gallons: All metered customer accounts (*City will use the summer sewer rate per Section 13-26(b))	\$5.15
Monthly Base Fee for Non-Metered Sewer Users.	\$34.53
Potable Well at Shop	Rate per 100 gallons \$1.67

Water/Sewer Rates Comparison - Oct 2015

	<u>Ft Lupton</u>	<u>Frederick</u>	<u>Dacono</u>	<u>Firestone</u>	<u>Erie</u>	<u>Keenesburg</u>	<u>Johnstown</u>	<u>Milliken</u>
# of Customers	2,353	3,500	1,750	4,500	7,000	460	4,930	80
WATER								
Tier 1	0 - 12,000 \$ 4.04	3,000 - 5,000 \$ 2.08	5,000 - 10,000 \$ 2.80	0 - 5,000 \$ 1.91	0 - 5,000 \$ 3.75	6,000 - 10,000 \$ 2.25	0 - 10,000 \$ 2.69	0 - 5,000 \$ 3.02
Tier 2	12,001 - 20,000 \$ 4.62	5,001 - 15,000 \$ 2.86	> 10,000 \$ 4.05	5,001 - 20,000 \$ 3.37	5,001 - 10,000 \$ 4.68	10,001 - 20,000 \$ 3.25	10,001 - 15,000 \$ 3.00	5,001 - 10,000 \$ 3.53
Tier 3	> 20,000 \$ 6.09	15,001 - 25,000 \$ 3.64		> 20,000 \$ 5.40	10,001 - 25,000 \$ 7.03	20,001 - 40,000 \$ 4.00	15,001 - 20,000 \$ 3.33	10,001 - 20,000 \$ 4.71
Tier 4		> 25,000 \$ 5.20			> 25,000 \$ 10.54	40,001 - 60,000 \$ 5.00	20,001 - 27,000 \$ 3.67	20,001 - 40,000 \$ 4.82
Tier 5						> 60,000 \$ 6.00	> 27,000 \$ 4.01	40,001 - 75,000 \$ 5.78
Tier 6								> 75,000 \$ 6.42
Water Base	\$ 31.50	\$ 30.65	\$ 28.00	\$ 20.22	\$ 25.41	\$ 27.00	\$ 13.27	\$ 20.62
Sewer	1K-Over \$ 5.05	NA/St Vrain	NA/St Vrain	NA/St Vrain	1K-Over \$ 8.20	NA	NA	3K-Over \$ 3.00
Sewer Base	\$ 14.80	NA/St Vrain	NA/St Vrain	NA/St Vrain	\$ 15.68	\$ 33.00	\$ 25.25	\$ 33.00
Storm Drain	\$ 3.80	17.00 Capital Improvement	\$	\$ 6.45	\$ 5.41	NA	\$ 5.00	NA

Water/Sewer Rates Comparison - Oct 2015

	<u>Ft Lupton</u>	<u>Evans</u>	<u>Berthoud</u>	<u>Eaton</u>	<u>Severance</u>	<u>Windsor</u>	<u>Lochbuie</u>	<u>Mead</u>
# of Customers	2,353	6,700	2,500	1,840	1,100	5,420	1,800	840
WATER								
Tier 1	0 - 12,000 \$ 4.04	1,000 - 16,000 \$ 3.60	0 - 24,000 \$ 3.93	> 4,000 \$ 3.71	5,000 - 15,000 \$ 2.90	1,000 - 16,000 \$ 3.62	1,000 - 10,000 \$ 4.99	> 10,000 \$ 0.80
Tier 2	12,001 - 20,000 \$ 4.62	16,001 - 22,000 \$ 5.67	> 24,000 \$ 7.86		> 15,000 \$ 3.15	16,001 - 22,000 \$ 5.40	10,000 - 20,000 \$ 6.74	
Tier 3	> 20,000 \$ 6.09	> 22,000 \$ 9.11				> 22,000 \$ 8.05	> 20,000 \$ 8.49	
Tier 4								
Tier 5								
Tier 6								
Water Base	\$ 31.50	\$ 17.50	\$ 15.46	\$ 27.76	\$ 26.50	\$ 14.81	\$ 30.00	\$ 13.00
Sewer	1K-Over \$ 5.05	NA	1K-Over \$ 6.53	NA	NA	NA	1K-Over \$ 3.48	4K-Over \$ 9.13
Sewer Base	\$ 14.80	\$ 21.23	\$ 27.06	\$ 26.50	\$ 24.00	\$ 20.00	NA	\$ 33.27
Storm Drain	\$ 3.80	\$ 4.30	\$ 3.50	NA	NA	2.20 to 3.00	NA	NA

Water/Sewer Rates Comparison - Oct 2015

	<u>Ft Lupton</u>	<u>Kersey</u>	<u>LaSalle</u>	<u>Platteville</u>	<u>Pierce</u>	<u>Ault</u>	<u>Brighton</u>	<u>Northglenn</u>
# of Customers	2,353	460	800	860	435	600		
WATER								
Tier 1	0 - 12,000 \$ 4.04	> 1,000 \$ 2.95	0 - 5,000 \$ 1.25	> 1,000 \$ 2.86	4,000 - 15,000 \$ 3.60	4,000 - 8,000 \$ 3.23	0 - 3,000 \$ 2.65	0 - 3,000 \$ 3.44
Tier 2	12,001 - 20,000 \$ 4.62		5,001 - 10,000 \$ 2.50		15,001 - 25,000 \$ 4.64	> 8,000 3.61	3,001 - 15,000 \$ 4.46	3,001 - 10,000 \$ 4.30
Tier 3	> 20,000 \$ 6.09		10,001 - 25,000 \$ 3.00		25,001 - 50,000 \$ 5.68		15,001 - 25,000 \$ 4.80	10,001 - 20,000 \$ 5.38
Tier 4			> 25,000 \$ 4.00		> 50,000 \$ 6.77		25,001 - 40,000 \$ 5.20	> 20,000 \$ 8.06
Tier 5							> 40,000 \$ 6.05	
Tier 6								
Water Base	\$ 31.50	\$ 23.84	\$ 33.00	\$ 30.64	\$ 39.00	\$ 26.61	\$ 14.00	\$ 10.00
Sewer	1K-Over \$ 5.05	1K-Over \$ 4.14	NA	1K-Over \$ 2.17	4K-Over \$ 3.30	NA	\$ 4.40 Residential \$ 5.40 Commercial	\$ 4.12
Sewer Base	\$ 14.80	\$ 31.44	\$ 24.00	\$ 23.24	\$ 40.53	\$ 45.73	\$ 9.55	\$ 12.36
Storm Drain	\$ 3.80	NA	\$ 3.00	NA	\$ 1.00	NA	\$ 2.76	\$ 2.00

Water/Sewer Rates Comparison - Oct 2015

	<u>Ft Lupton</u>	<u>Thornton</u>	<u>Longmont</u>	<u>Greeley</u>
# of Customers	2,353			
WATER				
Tier 1	0 - 12,000 \$ 4.04	0 - AWC \$ 4.64	0 - 5,000 \$ 2.24	Inside City \$ 3.99
Tier 2	12,001 - 20,000 \$ 4.62	> AWC up to MOA \$ 4.64	5,001 - 15,000 \$ 3.17	Outside City \$ 9.99
Tier 3	> 20,000 \$ 6.09	> AWC + MOA up to 2x MOA \$ 6.96	15,001 - 35,000 \$ 3.75	Inside Commerce \$ 3.73
Tier 4		All Usage above AWC + 2x MOA \$ 13.92	> 35,000 \$ 5.28	Outside Comer \$ 9.74
Tier 5				
Tier 6				
Water Base	\$ 31.50	\$ 8.76 3/4" meter	\$ 5.18 3/4" meter	\$ 11.45 3/4" meter
Sewer	1K-Over \$ 5.05	\$ 2.83	4.86	1.89
Sewer Base	\$ 14.80	\$ 7.44	\$ 10.50	\$ 11.55
Storm Drain	\$ 3.80		\$ 13.05	

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-035

RESOLUTION NO. 2015RXXX APPROPRIATING \$223,400 IN FUNDS FOR 2015 NUNC PRO TUNCT TO DECEMBER 31, 2015 TO COVER OVER EXPENDITURES TO BE INCOMPLIANCE WITH STATE STATUTES

I. **Agenda Date:** Council Meeting – April 4, 2016

II. **Attachments:** a. Resolution

III. **Summary Statement:**

To facilitate compliance with the State Auditor concerning over budget items, we are proposing to do a back dated supplemental appropriation.

IV. **Fiscal Note:** _____

Finance Department Use Only



Finance Director

V. **Submitted by:**



Leann Perino, Finance Director

VI. **Approved for Presentation:**



City Administrator

VII. **Attorney Reviewed**

_____ Approved _____

_____ Pending Approval

VIII. **Certification of Council Approval:**

_____ City Clerk

_____ Date

VIII. Detail of Issue/Request:

To facilitate compliance with the State Auditor concerning over budget items, we are proposing to do a back dated supplemental appropriation. This appropriation will cover unbudgeted expenditures in the Cemetery Fund, Rec Center Fund and Golf Course Fund.

EXPENDITURES		
<u>Fund</u>	<u>Description</u>	<u>Amount</u>
Conservation Trust Fund	Golf Course Restroom	\$ 3,000
Recreation Center	Pool chemicals	8,300
	General Supplies	1,800
	Bad Debt Write Off	15,000
	Bank Charges	5,000
	Rec Center Total	<u>30,100</u>
Golf Course	Cost of Goods Sold	27,300
	Utilities – Water	17,400
	Utilities – Electrical	6,500
	Depreciation Expense	15,000
	Golf Cart Rental	107,900
	Golf Maintenance Equipment Rental	35,000
	Salary & Benefits	5,000
	Capital Expenditure (Irrigation Controller & Golf Club Carpet	113,600
	Golf Course Total	<u>\$ 327,700</u>
Total Expenditures		<u><u>\$ 360,800</u></u>

REVENUES		
<u>Fund</u>	<u>Description</u>	<u>Amount</u>
Conservation Trust Fund	Lottery Revenue	\$ 8,600
Recreation Center	Charges for Services	60,700
Golf Course	Revenues	244,900
Total Revenues		<u><u>\$ 314,200</u></u>

X. Legal/Political Considerations:

None

XI. Alternatives/Options:

1. Council may approve the supplemental as presented.
2. Council may choose not to approve the supplemental as presented

XII. Financial Considerations:

The resolution appropriates expenditures of \$360,800 to keep the City in compliance with state statute

XIII. Staff Recommendation:

Approve resolution R2016-XXX appropriating expenditures and revenues for 2014 nunc pro tunc to December 31, 2015 to be in compliance with state statutes.

RESOLUTION NO. 2016Rxxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON APPROPRIATING \$360,800 IN FUNDS FOR 2015 NUNC PRO TUNCT TO DECEMBER 31, 2015 FOR OVERAGES AT YEAR-END.

WHEREAS, the City of Fort Lupton duly appropriated funding for all Funds in 2015 for all cash outlay from these funds; and

WHEREAS, certain funds are needed to cover expense that were unknown at the time of the budget adoption; and

WHEREAS, the City of Fort Lupton has determined that the appropriation of these items serve a valid public purpose for the benefit of the entire community and includes the following;

Section 1

REVENUE: That the following sources are available for appropriation in the stated amounts:

Conservation Trust Fund	\$	8,600
Recreation Center Fund		60,700
Golf Course Fund		244,900
Total Increase in Revenues	\$	314,200

Section 2

APPROPRIATION: That out of current and probable sources of the City of Fort Lupton, Colorado, for and during the year beginning the first day of January, 2015, there is hereby appropriated the following sums of money or that portion necessary for the purposes herein named:

Conservation Trust Fund	\$	3,000
Recreation Center Fund		30,100
Golf Course Fund		327,700
Total Increase in Expenditures	\$	360,800

Section 3

RESERVES: That the Budget appropriation herein summarized above does reflect uses exceeding sources. The variance is funded through use of Reserves in each fund listed:

Conservation Trust Fund	\$	5,600
Recreation Center Fund		30,600
Golf Course Fund		(82,800)
Total Decrease in Reserves	\$	(46,600)

NOW THEREFORE BE IT RESOLVED that the City of Fort Lupton hereby supplements \$360,800 to offset expenses and \$314,200 in revenues for the Conservation Trust, Recreation Center and Golf Funds.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 14th DAY OF MARCH, 2016 NUNC PRO TUNCT TO DECEMBER 31, 2015.

City of Fort Lupton, Colorado

Tommy Holton, Mayor

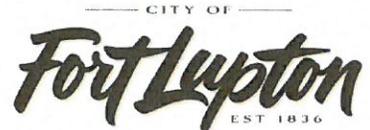
Approved as to form:

Attest:

Andy Ausmus, City Attorney

Nanette Fornof, City Clerk

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2015-038

APPROVAL FOR SIGNATURE OF A CONTRACT BETWEEN BANNER HEALTH PARAMEDIC SERVICES AND THE CITY OF FORT LUPTON TO DRAW BLOOD

- I. **Agenda Date:** Council Meeting – April 4, 2016

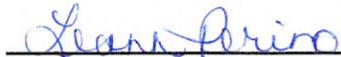
- II. **Attachments:** a. Agreement for Blood Draw Services

- III. **Summary Statement:**

Currently when Fort Lupton Police Officers make an arrest for alcohol and drug related traffic offense, and the driver requests a blood test, officers must transport the driver to a hospital in Brighton, Greeley, or Loveland. This contract would enable Banner Health Paramedics to do blood draws on scene, at the police department, or at the Fort Lupton Fire Department where they are stationed.

IV. **Fiscal Note:** _____

Finance Department Use Only


Finance Director

V. **Submitted by:** 
Ken Poncelow, Police Chief

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:

Fort Lupton Police Officers making arrests for alcohol and drug related traffic offenses must offer the driver a choice to submit to a blood or breath test. If the driver requests a blood test, currently officers must transport the driver to a local hospital in Brighton, Greeley, or Loveland.

This practice is very time and manpower intensive and creates a risk to both the accused driver and the officer(s) involved. There is also a cost involved in the transport of the accused driver.

This agreement/contract would enable Banner Health Paramedics on the ambulance service to draw blood from the accused driver on scene, at the police department, or at the Fort Lupton Fire Department. The cost for this service is the same as we pay for the hospitals to do it currently and theoretically the cost is paid by the driver as part of restitution through the court.

X. Legal/Political Considerations:

This change in procedure is safer and less costly for both the city and the accused driver.

XI. Alternatives/Options:

- 1. Approve the contract.*
- 2. Do not change our current practice.*

XII. Financial Considerations:

The amount requested by Banner Health is the same as what the city is currently paying for blood draws at local hospitals. This contract will create a savings because officers will no longer have to transport arrestees to local hospitals then to the Weld County Jail, to Island Grove Alcohol Treatment center, or back to Fort Lupton.

XIII. Staff Recommendation:

Staff recommends approval of this proposal.

AGREEMENT FOR BLOOD DRAWING SERVICES
#1234-01-12345

THIS AGREEMENT FOR BLOOD DRAWING SERVICES (this "Agreement") is made and entered into as of the signature dates set forth below, to be effective as of the latter of the signature dates (the "Effective Date"), by and between BANNER HEALTH, an Arizona nonprofit corporation, d/b/a Banner Paramedic Services ("Banner") and City of Ft. Lupton Police Department ("FLPD").

RECITALS:

WHEREAS, Banner operates a paramedic service which employs personnel who are qualified through education and training to draw blood from individuals on an emergent basis; and

WHEREAS, FLPD is in need of a contractor capable of providing blood draws for certain individuals (i.e. those in the custody of FLPD) on an emergent basis (the "Services"); and

WHEREAS, FLPD desires to engage Banner to provide the Services to FLPD, and Banner desires to be so engaged, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency are hereby acknowledged, it is understood and agreed to by the parties as follows:

AGREEMENT:

1. Responsibilities of Banner. Banner agrees to be responsible for the following:
 - a. Upon request by FLPD, Banner will make available within a reasonable time, usually within an hour of request, an EMT to draw blood for FLPD evidence purposes from a person designated by FLPD who is in FLPD custody (hereinafter referred to as the "person in custody").
 - b. FLPD will ensure, and the EMT will verify, that all appropriate consents have been obtained from the person in custody prior to any blood draw. If there is any situation where restraint of the person in custody is required, FLPD will provide such restraint, in order to accomplish the blood draw of the person in custody.
 - c. After the blood draw is completed, the EMT will complete such paperwork as is reasonably requested by FLPD.
 - d. The EMT presenting to draw blood will be adequately trained in the correct method to draw blood. The EMT will follow Standard Operating Procedures for blood draw prep as outlined in the "Evidence Blood Draw" kit provided by FLPD.

2. Responsibilities of City of Ft. Lupton Police Department. The City of Ft. Lupton Police Department agrees to be responsible for the following:
 - a. FLPD will make a request for a blood draw from a person in custody, by contacting the designated person at Banner, providing as much notice as possible, preferably a minimum of one hour.
 - b. FLPD will obtain any authorization(s)/consent(s) for the blood draw from the person in custody prior to requesting an EMT perform the blood draw.
 - c. FLPD will provide all necessary supplies for collection of the specimen, and will take possession or custody of the blood draw tubes immediately after the blood is placed in the tubes.
3. Compensation for Services. FLPD agrees to compensate Banner at the rate of Seventy Five Dollars and 00/100th Dollars (\$75.00) each time Banner provides the Services described herein.
4. Time Period for Services. FLPD agrees to use its best efforts to schedule the Services during the hours of 0700 and 1900 hours each day, although the Parties agree that requests for Services may be made at any time.
5. No Liability for Sample Handling or Quality. Neither Banner, nor its employees or agents, shall be responsible or liable for loss or damage to the blood, or for the quality or condition of the blood, when providing the Services. However, Banner agrees that the Services will be done in such a manner as to comply with generally accepted blood draw procedures.
6. Term and Termination. The term of this Agreement shall be three (3) years, commencing as of the Effective Date and continuing until the third (3rd) anniversary of the Effective Date. Either party may terminate this Agreement, with or without cause, upon at least ten (10) days' prior written notice to the other party. In the event of a material breach of the terms of this Agreement by either party, the non-breaching party may terminate this Agreement upon written notice of such termination to the party in breach.
7. Insurance. The Parties agree to maintain all applicable insurance.
8. Mutual Indemnification. Each party shall indemnify and save harmless the other party for, from and against all actions, liabilities, losses, damages, claims and demands whatsoever, including costs, expenses and attorneys' fees, resulting, or claimed to have resulted solely from the intentional or negligent acts or omissions of the indemnifying party or its employees, subcontractors or agents engaged in the work under this Agreement at the time of the event or occurrence upon which such actions, claims or demands are based.

9. Confidentiality. Banner and its employees and agents shall keep confidential all knowledge, information and documents entrusted to its care by FLPD and shall use such confidential information only for the purposes intended by this Agreement and no others.
10. Independent Contractor Status. Banner shall at all times be deemed to be an independent contractor of FLPD. Banner's employees shall not be regarded as employees or agents of FLPD for the payment of any employer taxes such as FICA, unemployment, and workers' compensation, and FLPD shall not be responsible for those taxes or any fringe benefits for Banner's employees.
11. Retention and Inspection of Records. Banner shall keep all records related to this Agreement on file for a period of four (4) years from the date the record is made. Banner shall, upon reasonable notice, give FLPD or its authorized representative the privilege, at a reasonable time, of inspecting, examining, and auditing, during normal business hours, such of Contractor's business records that are directly relevant to this Agreement, including, without limitation, the financial arrangement between the parties. The cost of such inspection, examination, and audit shall be at the sole expense of FLPD, and such inspection, examination, and audit shall be conducted where said records are normally maintained.
12. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the parties to this Agreement.
13. Corporate Authority. The individual(s) executing this Agreement on behalf of, or as a representative for, a corporation or other person, firm, partnership or entity, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such corporation, person, firm, partnership or other entity and that this Agreement is binding upon such entity in accordance with its terms.
14. Waivers. No waiver of the enforcement or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of the enforcement of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
15. Severability. If any provision of this Agreement, or any application thereof to any person, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application thereof to other persons or circumstances, shall not be impaired, and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by signature of their duly authorized representative as of the signature dates set forth below, to be effective as of the Effective Date.

BANNER:

City of Ft. Lupton Police Department:

BANNER HEALTH
d/b/a Paramedic Services

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

**AM 2016-055
RESOLUTION NO. 2016RXXX RE-APPROPRIATING \$1,746,360 IN VARIOUS FUNDS IN THE 2016
BUDGET**

I. **Agenda Date:** Council Meeting – April 4, 2016

II. **Attachments:** a. Resolution

III. **Summary Statement:**

Re-appropriate \$1,746,360 in capital expenditures and \$750,000 in grant revenue for projects not completed in 2015.

IV. **Fiscal Note:** _____

Finance Department Use Only

Leann Perino
Finance Director

V. **Submitted by:** Leann Perino
Leann Perino, Finance Director

VI. **Approved for Presentation:** [Signature]
City Administrator

VII. **Attorney Reviewed** _____ Approved _____ Pending Approval

VIII. **Certification of Council Approval:** _____ City Clerk _____ Date

VIII. Detail of Issue/Request:

To facilitate compliance with the State Auditor concerning budget items, we are proposing a supplemental appropriation. This appropriation will re-appropriate capital expenditures in the general, street sales tax, utility and storm drain funds.

EXPENDITURES		
<u>Fund</u>	<u>Description</u>	<u>Amount</u>
General Fund	Volley Ball Court at RR Park	\$ 20,000
	14 th Street & Factory Circle Project	434,360
	PD CNG Vehicle & Equipment	54,000
		508,360
Street Sales Tax Fund	14 th Street & Factory Circle Project	573,183
Utility Fund	14 th Street & Factory Circle Project	267,281
Storm Drainage Fund	14 th Street & Factory Circle Project	397,536
Total Expenditures		\$ 1,746,360
REVENUES		
<u>Fund</u>	<u>Description</u>	<u>Amount</u>
General Fund	DOLA Grant 14 th & Factory Project	\$ 750,000
Total Revenues		\$ 750,000

X. Legal/Political Considerations:

None

XI. Alternatives/Options:

1. *Council may approve the supplemental as presented.*
2. *Council may choose not to approve the supplemental as presented*

XII. Financial Considerations:

The resolution re-appropriates capital expenditures of \$1,746,360 and revenues of \$750,000 for projects not completed but budgeted in 2015.

XIII. Staff Recommendation:

Approve resolution 2016RXXX re-appropriating expenditures and revenues in the 2016 budget.

RESOLUTION NO. 2016Rxxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON RE-APPROPRIATING \$1,746,360 IN FUNDS IN 2016 FOR CAPITAL PROJECTS NOT COMPLETED IN 2015.

WHEREAS, the City of Fort Lupton duly appropriated funding for all Funds in 2016 for all cash outlay from these funds; and

WHEREAS, certain funds are needed to cover expense for projects budgeted but not completed in 2015; and

WHEREAS, the City of Fort Lupton has determined that the re-appropriation of these items serve a valid public purpose for the benefit of the entire community and includes the following;

Section 1

REVENUE: That the following sources are available for appropriation in the stated amounts:

General Fund	\$	750,000
Total Increase in Revenues	\$	750,000

Section 2

APPROPRIATION: That out of current and probable sources of the City of Fort Lupton, Colorado, for and during the year beginning the first day of January, 2016, there is hereby appropriated the following sums of money or that portion necessary for the purposes herein named:

General Fund	\$	508,360
Street Sales Tax Fund		573,183
Utility Fund		267,281
Storm Drainage Fund		397,536
Total Increase in Expenditures	\$	1,746,360

Section 3

RESERVES: That the Budget appropriation herein summarized above does reflect uses exceeding sources. The variance is funded through use of Reserves in each fund listed:

General Fund	\$	241,642
Street Sales Tax Fund		(573,183)
Utility Fund		(267,281)
Storm Drainage Fund		(397,536)
Total Decrease in Reserves	\$	(996,358)

NOW THEREFORE BE IT RESOLVED that the City of Fort Lupton hereby supplements \$1,746,360 to offset expenses and \$750,000 in revenues for the General Fund, Street Sales Tax Fund, Utility Enterprise Fund and the Storm Drainage Enterprise Fund.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 4th DAY OF APRIL, 2016.

City of Fort Lupton, Colorado

Tommy Holton, Mayor

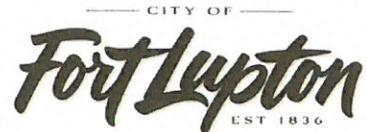
Approved as to form:

Attest:

Andy Ausmus, City Attorney

Nanette Fornof, City Clerk

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespino, Ward 1
Zo S. Hubbard, Ward 2
Bob McWilliams, Ward 3

AM 2016-056

APPROVE THE PURCHASE OF A 2017 GMC SAVANA PASSENGER VAN FROM THE WELD COUNTY GARAGE FOR AN AMOUNT NOT TO EXCEED \$30,312.00.

I. Agenda Date: Council Meeting – April 4, 2016

II. Attachments:

- a. Proposal Bib Sheet
- b. Spec Sheets
- c. Warranty

III. Summary Statement:

The Recreation Center will be replacing the senior passenger van that was purchased in 2001. The request replaces the same style the center currently uses for an amount not to exceed \$30,312.00.

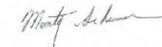
IV. Fiscal Note: The 2016 budget was for \$45,000.00

Finance Department Use
Only



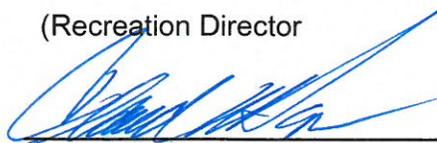
Finance Director

V. Submitted by:



(Recreation Director)

VI. Approved for Presentation:



City Administrator

VII. Certification of Council Approval:

City Clerk

Date

VIII. Detail of Issue/Request:

The Recreation Department will be replacing the current Chevy van that we use for the seniors, teens, and day campers. This model is equal to the existing van. This bid was for a 2017 year model and was the only 2017, the other bids were for 2016 or 2015 model years. We did receive bids from Kings Auto Group for \$33,416 (2015), Johnson Auto Plaza for \$35,354.11 (2016), and one other bid from Auto Nation Ford that did not meet the minimum specs. The van is heavily used especially during the summer months as all three of our groups are using them. As our senior trips have increased in participation the need for reliable transportation has increased. Recently we have been having to take two vehicles for our senior outings and hopefully this trend will continue. During the summer with day camp we need two vehicles as well to accommodate the students. The existing vehicle is beginning to require major maintenance issue especially if going out of town. The vehicle to be replaced is reaching 15 years in age well past the normal usage for this type of service. The vehicle does include basic warranty of 3 years/ 36,000 miles, drivetrain 5 years/100,000 miles, and corrosion: 3 years /36,000 miles rust-through 6 years/100,000 and roadside Assistance 5 years/100,000 miles.

IX. Legal/Political Considerations:

There doesn't appear to be any issues.

X. Alternatives/Options:

We feel that the vehicle to be replaced is needed but we could continue to try to keep it going.

XI. Financial Considerations:

We had budgeted \$45,000.00 for this project. The quote price is well under budget.

XII. Staff Recommendation:

We recommend purchasing the 2017 Savana Van from Weld County Garage for an amount not to exceed \$30,312.00.



Request #
FTL201505

Ms. Leann Perino
Finance Director
130 South McKinley Avenue
Fort Lupton, Colorado 80621

Dear Ms. Perino:

The undersigned having become familiar with the specifications for ONE (1) 15 PASSENGER VAN/Recreation Dept. and deliver to the City of Fort Lupton as set forth in the following schedule:

YEAR, MAKE, MODEL	<u>2017 GMC SAVANA</u>
PRICE EACH-QTY (1)	\$ <u>30,312</u>
EXTENDED WARRANTY	\$ <u>NO / bid</u>
CONVERSION COST	\$ <u>INC</u>
GRAND TOTAL	\$ <u>30,312 -</u>
DELIVERY DATE:	<u>August 2016 *</u>

I certify that the above quotation is exclusive of any federal excise taxes and all other state and local taxes, and includes any applicable permits and fees for installation. I further certify that the items offered for intended use by the City of Fort Lupton will meet all specifications as has so indicated in this bid form. The Council of the City of Fort Lupton reserves the right to reject any or all bids, to waive any informality in bids, and to accept the bid that, in the opinion of the Council, is to the best interests of the Council and of the City of Fort Lupton. The Council of the City of Fort Lupton shall give preference to residents of Fort Lupton bidders in all cases where the bids are competitive in price and quality.

FIRM Weld County Garage BY Dan Mackley
 BUSINESS ADDRESS 2699 47th Ave TITLE Commercial
 CITY, STATE, ZIP CODE Greeley Co 80639 DATE _____
 TELEPHONE NO. 970 352-1313 FAX NO. 970 351-8508 TAXPAYER I.D.# 84-0348620

DOES YOUR BID MEET OUR SPECIFICATIONS? YES NO

CITY OF FORT LUPTON IS EXEMPT FROM COLORADO SALES TAXES. CERTIFICATE OF EXEMPTION NO.98-02812-0000. CITY OF FORT LUPTON FAX NUMBER IS #303-857-6090

* Fleet Build out for 16 model year has passed, bidding a 2017 6 | Page



Request #
FTL201505

BID REQUEST NO. FTL
PAGE 7

SPECIFICATIONS FOR ¹⁵ PASSENGER VAN

DEPARTMENT: RECREATION DEPARTMENT

MINIMUM CITY SPECIFICATIONS

SPECIFICATIONS TO BE COMPLETED BY BIDDER

Engine

Engine Type - Vortec 4.8 L V8 or
3.7L TI-VCT V6

4.8 Liter

30 gallon fuel tank

31 gallons

Transmission

Automatic Transmission

STD

Drive Axle

Primary Drive Axle - Rear

3.42

Doors and Windows

Side door

Double

Intermittent windshield wipers

STD

Tinted windows

STD

Options

Air conditioning front and rear

STD

Power Steering required

STD

Upholstery - Cloth

STD

Power Windows w/power locks

STD



Request #
FTL201505

Radio - AM/FM

STD

Seating - Seating for 15 (2, 3, 3, 3, 4)

15

BID REQUEST NO. FTL
PAGE 8

¹⁵
SPECIFICATIONS FOR 12 PASSENGER VAN

DEPARTMENT: RECREATION DEPARTMENT

MINIMUM CITY SPECIFICATIONS

SPECIFICATIONS TO BE COMPLETED BY BIDDER



Power Antilock Brakes front and rear (ABS)

STD

Restraint System Driver and Passengers

STD

Air bags driver and passenger

STD

Supplemental Restraint System Driver and

STD

Front Passenger

Back up Sensor or Camera

INC ✓



White

White



Extended Warranty (define)

No Bid





Request #
FTL201505

Conversion step or running board passenger side

INC

(contact Monty Schuman for detailed specifications at mschuman@fluptonrec.com or call at 303-857-4200 X101)

Specification to include all standard equipment as specified in manufacture's specification and statement of warranty.

The City of Fort Lupton will be using the following criteria for evaluating all bids: Bid price; delivery date; total cost over the life; dealer's service and parts organization. Burden of proof will be dealer's if differences exist between the City's experience or Cost Reference Guide for Construction Equipment figures.

Sign the attached certificate regarding illegal aliens.



Request #
FTL201505

**CITY OF FORT LUPTON
CERTIFICATION STATEMENT REGARDING ILLEGAL ALIENS**

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with provisions of CRS 8-17.5-101 et seq.
2. The Vendor shall not knowingly employ or contract with an illegal alien to perform work under this purchase order or enter into a contact with a subcontractor that knowingly employs or contracts with an illegal alien.
3. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-(2)(b)(I).
4. The Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate the above referenced purchase order for breach and the Vendor shall be liable for actual and consequential damages to the City.

CERTIFIED and AGREED to this 21 day of March, 20016

VENDOR:

Well County Garage
(Full Legal Name)

BY: [Signature]
Signature of Authorized Representative(s)

VENDOR(S) CANNOT BEGIN WORK UNTIL THIS COMPLETED FORM IS RETURNED TO THE CITY OF FORT LUPTON.

Prepared For:
City of Fort Lupton

Prepared By:
administrator
Weld County Garage
2699 47th Avenue
Greeley, CO 80634
Phone: (970) 352-1313
Fax: (970) 351-8508
Email:
dmarkley@weldcounygarage.com

2017 Fleet/Non-Retail GMC Savana Passenger RWD 3500 155" LS w/1LS T

WINDOW STICKER

2016 GMC Savana Passenger RWD 3500 155" LS w/1LS		Interior: - No color has been selected.
4.8L/293 CID Gas V8		Exterior 1: - No color has been selected.
6-Speed HD Automatic		Exterior 2: - No color has been selected.
CODE	MODEL	MSRP
TG33706	2016 GMC Savana Passenger RWD 3500 155" LS w/1LS	\$37,155.00
OPTIONS		
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
L20	ENGINE, VORTEC 4.8L V8 SFI	\$0.00
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CO	\$0.00
GU6	REAR AXLE, 3.42 RATIO	\$0.00
1LS	LS PREFERRED EQUIPMENT GROUP	\$0.00
ZLP	TIRE, SPARE LT245/75R16E ALL-SEASON, BLACKWALL	\$0.00
ZY1	PAINT, SOLID	\$0.00
GAZ	SUMMIT WHITE	\$0.00
ZP3	SEATING, 15-PASSENGER, (2-3-3-3-4 SEATING CONFIGURATION)	\$475.00
AS5	SEATS, FRONT BUCKET WITH CUSTOM CLOTH TRIM	\$295.00
93G	MEDIUM PEWTER, CUSTOM CLOTH	\$0.00
U0F	AUDIO SYSTEM, AM/FM STEREO WITH MP3 PLAYER	\$0.00
VXW	LPO, MOLDED ASSIST STEPS	\$715.00
BA3	CONSOLE, DELUXE	INC
DRJ	MIRROR, INSIDE REARVIEW	\$0.00
UVC	REAR VISION CAMERA	\$200.00
UE0	ONSTAR, DELETE	-\$85.00
R9Y	FLEET FREE MAINTENANCE CREDIT	-\$67.50
SUBTOTAL		\$38,687.50

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared For:
City of Fort Lupton

Prepared By:
administrator
Weld County Garage
2699 47th Avenue
Greeley, CO 80634
Phone: (970) 352-1313
Fax: (970) 351-8508
Email:
dmarkley@weldcounygarage.com

2017 Fleet/Non-Retail GMC Savana Passenger RWD 3500 155" LS w/1LS T

WINDOW STICKER

Advert/Adjustments	\$0.00
Destination Charge	\$995.00
TOTAL PRICE	\$39,682.50
Est City: 11.00 mpg	
Est Highway: 17.00 mpg	
Est Highway Cruising Range: 527.00 mi	

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dmarkley@weldcounygarage.com

2017 Fleet/Non-Retail GMC Savana Passenger RWD 3500 155" LS w/1LS T
STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail TG33706 RWD 3500 155" LS w/1LS

ENTERTAINMENT

- Audio system, AM/FM stereo with MP3 player seek-and-scan, digital clock, TheftLock, random select, auxiliary jack and 2 front door speakers (Not available with (NP5) leather wrapped steering wheel.)

EXTERIOR

- Wheels, 4 - 16" x 6.5" (40.6 cm x 16.5 cm) steel includes Gray center caps and steel spare
- Tires, front LT245/75R16E all-season, blackwall
- Tires, rear LT245/75R16E all-season, blackwall
- Tire, spare LT245/75R16E all-season, blackwall
- Body, standard
- Bumpers, front and rear painted Black with step-pad (Deleted when (V37) front and rear chrome bumpers is ordered)
- Grille, Black composite with single rectangular halogen headlamps
- Headlamps, halogen
- Mirrors, outside manual, Black
- Glass, Solar-Ray deep-tinted (all windows except light-tinted glass on windshield and driver- and front passenger-side glass)
- Glass, swing-out side door windows
- Glass, swing-out rear cargo door windows
- Glass, enhanced-technology, rearmost side windows. 3-layer special glass is designed to help reduce the risk of ejection during a crash
- Glass, full-body window package (Includes (A18) swing-out rear cargo door window glass and (A19) swing-out side door window glass.)
- Wipers, front intermittent wet-arm with pulse washers
- License plate kit, front
- Door, swing-out passenger-side, 60/40 split

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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March 04, 2016 4:35:39 PM

Page 3

Prepared For:
City of Fort Lupton

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administrator
Weld County Garage
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Greeley, CO 80634
Phone: (970) 352-1313
Fax: (970) 351-8508
Email:
dmarkley@weldcountygara.com

2017 Fleet/Non-Retail GMC Savana Passenger RWD 3500 155" LS w/1LS T

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail TG33706 RWD 3500 155" LS w/1LS

INTERIOR

- Seats, front bucket with vinyl trim and head restraints, includes inboard armrests (Requires (**W) interior trim. When ordering a seating arrangement that includes rear seats, includes rear bench seats with vinyl trim. Head restraints are not available on rear bench seats.)
- Seating, 12-passenger, (2-3-3-4 seating configuration) 4-passenger seat is a 50/50 split, 2-piece configuration (Standard on TG23406, TG33406, and TG33706 models only.)
- OnStar with 4G LTE and built-in Wi-Fi hotspot to connect to the internet at 4G LTE speeds, includes 3GB or 3 months OnStar Data Trial (whichever comes first) (Included and only available with (UE1) OnStar. Available 4G LTE Wi-Fi requires compatible mobile device, active OnStar subscription and data plan after trial.)
- Console, engine cover with open storage bin
- Cup holders, 3 on the engine console cover
- Power outlets 2 auxiliary on engine console cover with covers, 12-volt
- Power outlet, 120-volt
- Floor covering, full-length Black rubberized-vinyl (Not available with (Y3H) Paratransit Package.)
- Steering wheel steel sleeve column with theft-deterrent locking feature, Black
- Instrumentation, analog with speedometer, odometer with trip odometer, fuel level, voltmeter, engine temperature and oil pressure
- Driver Information Center includes fuel range, average speed, oil life, tire pressure monitoring, fuel used, ice warning, engine hours, average fuel economy, tachometer, and maintenance reminders. Compass and outside temperature available if equipped. (When (FHZ) Dedicated Compressed Natural Gas (CNG) system is ordered, includes average speed, oil life, tire pressure monitoring, ice warning, engine hours, tachometer and maintenance reminders. Compass and outside temperature available if equipped.)
- Oil life monitor
- Warning tones, headlamp on and key-in-ignition
- Compass, 8-point digital located in the Driver Information Center (Included and only available with (C69) rear air conditioning.)
- Convenience Package power windows and door locks (Includes (AU3) power door locks, power windows and (K14) 110-volt power outlet. NOTE: Does not include (ATG) Remote Keyless Entry. (ATG) Remote Keyless Entry must be ordered separately.)
- Convenience Package, Tilt-Wheel and (K34) cruise control (Standard on the TG33406 and TG33706 models.)

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dmarkley@weldcounygarage.com

2017 Fleet/Non-Retail GMC Savana Passenger RWD 3500 155" LS w/1LS T
STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail TG33706 RWD 3500 155" LS w/1LS

- Door locks, power with lock-out protection (NOTE: Does not include (ATG) Remote Keyless Entry. (ATG) Remote Keyless Entry must be ordered separately.)
- Cruise control (Included and only available with (ZQ3) Convenience Package, tilt-wheel and cruise control.)
- Theft-deterrent system, vehicle, PASS-Key III
- Air conditioning, single-zone manual
- Air conditioning, rear (Requires (TR9) auxiliary lighting. Includes (C36) rear heater, (U80) digital compass and (KG3) 145-amp alternator. Standard on TG33706 models only.)
- Heater, rear auxiliary (Included with (C69) rear air conditioning. Standard on TG33706 models only.)
- Defogger, front and side windows
- Headliner, cloth
- Visors, driver and front passenger, padded with cloth trim and dual vanity mirrors, illuminated on passenger-side (Included and only available with (TR9) auxiliary lighting. Standard on TG33706.)
- Assist handle, driver and right-front passenger
- Lighting, interior with 2 dome lights defeat switch and door handle-activated switches
- Lighting, auxiliary with reading and underhood lights (Requires (C69) rear air conditioning. Includes (DH6) driver and front passenger visor vanity mirrors. Standard on TG33706 models only.)
- OnStar Guidance plan for 6 months including Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance, Turn-by-Turn Navigation, Vehicle Diagnostics and more (trial excludes Hands-Free Calling) (Visit www.onstar.com for coverage map, details and system limitations. Services may vary by model and conditions.)
- OnStar Basic plan for 5 years including limited RemoteLink mobile app services, Vehicle Diagnostics and Dealer Maintenance Notification (Basic Plan available for 5 years from the date of vehicle delivery, and is transferable. Does not include Emergency, Security or Navigation services.)

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Page 5

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City of Fort Lupton

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2699 47th Avenue
Greeley, CO 80634
Phone: (970) 352-1313
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Email:
dmarkley@weldcounygarage.com

2012 Fleet/Non-Retail GMC Savana Passenger RWD 3500 155" LS w/1LS T
STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail TG33706 RWD 3500 155" LS w/1LS

MECHANICAL

- Engine, Vortec 4.8L V8 SFI (285 hp [212.5 kW] @ 5400 rpm, 295 lb-ft of torque [398.3 N-m] @ 4600 rpm) (Includes external engine oil cooler. Reference the Engine/Axle page for availability.)
- Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode and internal transmission oil cooler
- Rear axle, 3.42 ratio (Reference the Engine/Axle page for availability.)
- Tow/haul mode selector, instrument panel-mounted
- Rear-wheel drive
- Transmission oil cooler, external
- Battery, 600 cold-cranking amps, maintenance-free with rundown protection and retained accessory power
- Alternator, 145 amps (Included with (C69) rear air conditioning.)
- Frame, ladder-type
- Suspension, front independent with coil springs and stabilizer bar
- Suspension, rear hypoid drive axle with multi-leaf springs
- GVWR, 9600 lbs. (4354 kg) (Standard on TG33406 and TG33706 models. Reference the Engine/Axle page for availability.)
- Steering, power
- Brakes, 4-wheel antilock, 4-wheel disc
- Fuel tank capacity, mid-frame and approximately 31 gallons (117.3L)
- Exhaust, aluminized stainless-steel muffler and tailpipe

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2017 Fleet/Non-Retail GMC Savana Passenger RWD 3500 155" LS w/1LS T
STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail TG33706 RWD 3500 155" LS w/1LS

SAFETY

- StabiliTrak, traction assistance and vehicle stability enhancement system
- Brake/transmission shift interlock for automatic transmissions
- Door beams, steel-side
- Daytime Running Lamps
- Air bags, frontal, driver and right-front passenger (Includes passenger-side air bag deactivation switch for models with (C6P) 8600 lbs. (3901 kg) GVWR and above. Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Air bags, driver and right front passenger seat-mounted side-impact and head curtain side-impact, provides coverage for first 3-rows only. Enhanced-technology glass is provided for fourth and fifth rows when equipped with 12- and 15- passenger seating. (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Air bag deactivation switch, frontal, passenger side (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Child seat anchors all three passenger rear seats have four anchors and two tethers
- Tire Pressure Monitoring System (does not apply to spare tires)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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2017 Fleet/Non-Retail GMC Savana Passenger RWD 3500 155" LS w/1LS T

WEIGHT RATINGS

WEIGHT RATINGS - 2016 Fleet/Non-Retail TG33706 RWD 3500 155" LS w/1LS

Front Gross Axle Weight Rating:	4,300.00
Rear Gross Axle Weight Rating:	6,084.00
Gross Vehicle Weight Rating:	9,600.00

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Page 8

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2017 Fleet/Non-Retail GMC Savana Passenger RWD 3500 155" LS w/1LS T

WARRANTY INFORMATION

WARRANTY INFORMATION - 2016 Fleet/Non-Retail TG33706 RWD 3500 155" LS w/1LS

WARRANTY

Basic:

3 Years/36,000 Miles

Drivetrain:

Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion:

3 Years/36,000 Miles

Rust-Through

6 Years/100,000 Miles

Roadside Assistance:

Qualified Fleet Purchases: 5 Years/100,000 Miles

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March 04, 2016 4:35:39 PM

Page 9

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespin, Ward 1
Zoe A. Steber, Ward 2
Bob McWilliams, Ward 3

**AM 2016-059
Approval to Upgrade the City Council Chambers Video Capability**

I. **Agenda Date:** Council Meeting – April 4, 2016

- II. **Attachments:**
- a. AVI Systems Contract
 - b. AVColorado Proposal
 - c. JCG Technology Proposal

III. **Summary Statement:**

Currently, Liberty Recording is used to audio/video record the City Council Meeting. The system's support contract is lacking in support and providing updates to the current system. Staff requested at the requested at the 2016 Budget Retreat to purchase new software which will "live stream", the replacement of wiring, and hardware. The proposed software will allow the posting of City Council Meeting on the City's Web for citizens to visit at a later date. The new software will also allow the Court to audio/video court sessions.

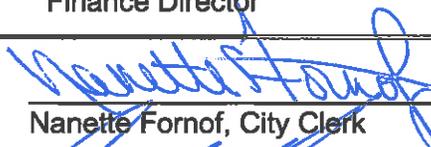
IV. **Fiscal Note:** _____

Finance Department Use Only



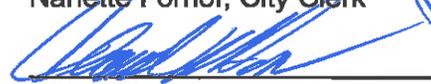
Finance Director

V. **Submitted by:**



Nanette Fornof, City Clerk

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:

Currently, Liberty Recording is used to audio/video record the City Council Meeting. The system's support contract is lacking in support and providing updates to the current system. Staff requested at the requested at the 2016 Budget Retreat to purchase new software which will "live stream", the replacement of wiring, and hardware. The proposed software will allow the posting of City Council Meeting on the City's Web for citizens to visit at a later date. The new software will also allow the Court to audio/video court sessions.

Staff obtain three bids. AVI Systems, Inc. for \$19,555.65; AV of Colorado for \$19,125.06 and JCG Technologies for \$49,892. Staff is recommending AVI Systems, Inc. because they work with AIMS Community College, which is how the City's Council Meeting is broadcast via AIMS.

X. Legal/Political Considerations:

Legal has reviewed the contract and no issued sited.

XI. Alternatives/Options:

An alternative is to keep the old system; however, there is concern about the systems reliability and the cost if support is needed from the current vendor.

XII. Financial Considerations:

In the 2016 Budget, \$20,000 was allocated for the purchase of new software and updating the hardware.

XIII. Staff Recommendation:

Staff recommends the authorization of AVI Systems, Inc., to upgrade the audio/video capability in the City Council Chambers for an amount of \$19,555.65

Retail Sales Agreement



AVI Systems Inc., 355 Inverness Drive South Englewood, CO, 80112 | Phone: (303)792-4800, Fax: (303)792-4801

Proposal Number: 710387.RevD
Prepared For: City of Fort Lupton
Attn: Travis Aksamitowski

Proposal Date: March 29,2016

Town council meeting room upgrade-analog

Prepared By: John Miles
Phone: (303)792-4828
Email: john.miles@avisystems.com

BILL TO

Attn: Travis Aksamitowski
City of Fort Lupton
South McKinley, N/A
Ft. Lupton, CO, 80621
Phone: (303)720-8793
Email:travisA@Fortlupton.org
Customer Number:COF006

SITE

Attn: Travis Aksamitowski
City of Fort Lupton
South McKinley, N/A
FORT LUPTON, CO, 80621
Phone: (303)720-8793
Email: travisA@Fortlupton.org

COMMENTS

The Leightronix UltraNexus is at End of Life and carries a 90 day warranty. Product specified in this order is demo stock.

PRODUCTS AND SERVICES SUMMARY

Equipment	\$9,003.20
Integration	\$10,236.70
PRO Support	
Shipping & Handling	\$315.75
Tax	\$0
Grand Total	\$19,555.65

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CASH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH Include: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](http://www.avisystems.com/AVITermsOfSale.pdf) (which can be found at www.avisystems.com/AVITermsOfSale.pdf) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Signature

Printed Name

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. **SUMMARY:** City of Ft Lupton is requesting ability to improve the video recording and distribution of meetings in the council chambers. They currently use a Sony 1-CCD analog PTZ camera to capture the video, a PC wall plate (supports VGA) and wired microphone system to capture and replay meetings to the AIMS TV network (via an analog modulator). The city would like to have AVI Systems replace old outdated wiring and provide a system that will allow them to replace DVD recording and make system user friendly. We will be installing a new Presentation switcher that will allow the operator to switch between Sony PTZ camera and PC presentation. This signal will be fed to Leightronix Ultra Nexus where it will be stored and played back throughout the week. We will also send the signal to AIMS TV modulator for live broadcast. There is a LCD projector and screen to provide council members and audience viewing of the PC presentation. We will replace the current VGA wall plate with a wall plate that supports VGA and HDMI and send the PC signal to the LCD projector and duplicate on two existing wall mounted LCD displays. We will provide a line level output plate (3.5mm stereo mini) and replace the Liberty audio recording software with the Soniclear Gov Recorder software that will reside on the customer provided laptop. We will remove existing equipment and cabling not required and return to the city.

- Functionality Description:

- Displays:

- We will run HDMI cable from equipment rack to the existing LCD lumens projector and (2) existing LCD monitors so that a connected laptop will show the same image on all three.

- Source Devices:

Sony PTZ Camera (OFE), HDMI/VGA wall plate and sound system (OFE)

- Audio:

- 9 gooseneck microphones connected to an audio mixer back to the court recording software (laptop) and room amp and recording system.

- Switching:

- TVOne presentation switch will switch between Sony PTZ camera and VGA/HDMI wall plate. Provide outputs to UltraNexys, AIMS TV and in room projector/display.

- Controls:

- Manufacturer supplied remote controls.

- Equipment Location:

- Equipment will be housed and secured in owner furnished equipment rack.

C. **EXCLUSIONS:** The following work is **not included** in our Scope of Work

- Ft. Lupton will be responsible to ensure that we have power at the rack.
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor

E. **NOTICE:** This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- In the event of any arrival to site that AVI Systems is not able to execute work and definable progress, the Customer will be charged a **\$250.00 Mobilization Fee** to offset the lost time due to the lack of readiness. The Mobilization Fee will be presented as a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
-

- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. Integration Project Management Processes

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

G. Knowledge Transfer (Training)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

H. AVI Systems, Inc. Integration Services Responsibilities

AVI Systems, Inc. will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to insure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. Customer Integration Services Responsibilities

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate.

- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems, Inc. personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
Camera & Recording System					
C2-2655	TVONE	Down Converter. Same as C2-2855. No SDI input.	1	\$1,864.69	\$1,864.69
RM-220	TVONE	Single/Dual Rackmount Frame for C2-2655 (Denver Inv.)	1	\$48.75	\$48.75
AT-HDVS-150-TX-WP	ATLONA	(TX for CLSO-824) HDMI & VGA/Audio to HDBaseT Switcher Wall Plate	1	\$337.49	\$337.49
AT-HDVS-200-RX	ATLONA	HDBaseT Scaler with HDMI and Analog Audio Outputs	1	\$512.18	\$512.18
AT-HDDA-4	ATLONA	1x4 HDMI Distribution Amplifier (4Kx2K)	1	\$314.62	\$314.62
60-439-20	EXTRON	1x3 AV DA	1	\$181.71	\$181.71
60-604-21	EXTRON	RSB 123 GRAY Rack Tray (Denver Inv.)	1	\$33.75	\$33.75
V2ANALOG-R0	AJA	Digital HD/SD Video to Analog	1	\$315.55	\$315.55
UltraNEXUS-SDI	LEIGHTRONIX, I	Network-Managed Video System Controller and SD-SDI Digital Video Server (Demo)	1	\$3,125.00	\$3,125.00
LGX-1TBR-LX	LEIGHTRONIX, I	1 Terabyte USB RAID External Hard Disk Array (Rack Mountable) for Use with UltraNEXUS-HD	1	\$874.13	\$874.13
AVI-TBD	AVI SYSTEMS	Soniclear Government Recorder 9 Software	1	\$1,395.33	\$1,395.33
Sub-Total: Camera & Recording System					\$9,003.20
Integration					
Engineering & Drawings					\$1,193.84
Project Management					\$1,507.68
On Site Integration					\$4,061.34
Integration Materials					\$524.62
Travel Expense					\$381.54
Testing & Acceptance					\$1,004.64
Travel					\$1,563.04
Sub-Total: Integration					\$10,236.70
Freight:					\$315.75
Total:					\$19,555.65

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. Changes In The Scope of Work – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.

2. Ownership and Use of Documents and Electronic Data – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.

3. Proprietary Protection of Programs – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI's know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.

4. Shipping and Handling and Taxes – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.

5. Title – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.

6. Security Interest – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI

7. Risk of Loss or Damage – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

8. Receiving/Integration – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

9. Equipment Warranties – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

10. General Warranties – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Colorado commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Colorado in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Weld County, Colorado in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install - AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations - Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.



13317 East Carolina Place, Aurora, CO 80012-4328
 t. 303.557.0219 f. 720.251.8841 jeff@avcolorado.com

QUOTE

Number AVCQ2055-02

Date Feb 29, 2016

Sold To

City of Fort Lupton
 Travis Aksamitowski
 130 S. McKinley, Fort Lupton, CO 80621

Ship To

City of Fort Lupton
 Travis Aksamitowski
 130 S. McKinley, Fort Lupton, CO 80621

Sales Engineer	P.O. Number	Ship Via	Terms
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Jeff

Manufacturer & Part #	Description	Qty	Unit Price	Ext. Price
AT ATW-T1007	System 10 Digital wireless Microphone desk stand transmitter, 2.4 GHz wireless, rechargeable 3.7 lithium-ion battery	3	\$335.63	\$1,006.89
AT U857QL	Cardioid condenser quick-mount gooseneck microphone with integral power module, phantom power only, 18.94" long	3	\$226.25	\$678.75
AT ATW-T1006	System 10 Digital wireless Boundary microphone transmitter, 2.4 GHz wireless, rechargeable 3.7 lithium-ion battery	1	\$383.75	\$383.75
AT ATW-RU13	System 10 PRO Digital Wireless System Receiver Unit	4	\$192.50	\$770.00
AT ATW-RC13	System 10 PRO Digital Wireless System Rack-mount Receiver Chassis	2	\$192.50	\$385.00
Kramer VP-440	6-Input HDMI & VGA to HDMI & HDBaseT Presentation Switcher/Scaler	1	\$821.56	\$821.56
Kramer VM-4HC	1:4 HDMI Distribution Amplifier	1	\$340.31	\$340.31
Samsung UN48J5500	48" Class 1080p LED Smart HDTV, Quad-Core Processor, Quad-Core Processor, Screen Mirroring, Full Web Browser	1	\$664.44	\$664.44
Chief TS325TU	Medium THINSTALL Dual Swing Arm Wall Display Mount - 25" Extension	1	\$373.63	\$373.63
Wyrestorm EX-1UTP-IR-70	HDMI over HDBaseT Extender Set with 2-Way IR and RS232 (70m/230ft)	5	\$311.25	\$1,556.25
Peavey PHR410	Ceiling speaker with 4" woofer with 1" VC, PP cone and rubber surround, 70V, 40w. Per pair	1	\$98.75	\$98.75
Atlas AT35D	Deluxe Decora Plate Mounted 35W Attenuator, 3dB Steps	1	\$24.48	\$24.48
Matrox Monarch HDX	Dual-Channel H.264 Encoder for Broadcast Streaming and Recording. 3G-SDI and HDMI inputs with frame-synchronization to correct any discontinuity at the input, and two independent H.264 encoders that can be assigned to individual tasks.	1	\$1,995.00	\$1,995.00
Vaddio 999-9940-000	RoboSHOT 12 HDMI High-Definition PTZ Conferencing Camera featuring: 12X Optical Zoom Lens Exmor 1/2.8-Type 2.34 Megapixel CMOS Image Sensor HDMI or DVI-D Output (YCbCr and sRGB color space) 73° Wide Horizontal Field of View Tri-Synchronous Motion (simultaneous 3-axis motion) Built-in web server for configuration, control and remote mgmt	1	\$2,243.75	\$2,243.75
Aurora QXT-500-W (White) QXT-500-W-B (Black)	The QXT-500 is the World's first platform agnostic Dual Core IP HD 5" Touch Panel (QXT-500TS) / Control System (QXT-2D). Designed to mount into a standard 2 Gang box, it has a beautiful 1280 x 720 touch screen with	1	\$748.75	\$748.75

Prices subject to change - prices based upon total purchase - all delivery, training or consulting services to be billed at published rates for each activity involved - generally all hardware computer components proposed above are covered by a limited one year warranty, covering parts and labour for hardware only and on a depot basis - we specifically disclaims any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, damages related to this agreement. Minimum 15% restocking fee with original packaging. Additional use taxes are the responsibility of the customer. AVC terms apply.

Manufacturer & Part #		Description	Qty	Unit Price	Ext. Price
		170 deg viewing. The 2D and 3D graphics engine with 1080p H.264 streaming decoder provides a powerful solution for complex graphics and video, ensuring an enhanced user experience. To further enhance the experience the QXT-500 has stereo speakers, stereo digital microphones, light sensor, proximity sensor, and IR Learner. The QXT-500 is a powerful 'all in one' solution for your presentation and automation needs. Two Bidirectional RS-232, Two IR / Serial Ports (TX only RS-232), Two I/O with A/D, Two Relays, Stereo Line In / Out, 10/100/1000Mbps LAN with PoE			
AVC	install Pkg	Cables, connectors, wall plates and supplies for a complete system	1	\$343.75	\$343.75
AVC	Engineering	Design completion, client review and drawings	5	\$95.00	\$475.00
AVC	Technician Install	Installation labor to replace the existing microphones with digital wireless, including remote antennas . Installation and wiring of a remote speaker with volume control. Clean up of both equipment racks and labeling. Installation of wall mount TV with articulated mount. HDMI cabling to one of your existing TV's, the new TV and to the existing projector. Control system installation, including integration of remote control. Connection of video streaming system with audio, including tie in to network.	47	\$85.00	\$3,995.00
AVC	Programming Control	Control system programming	5	\$140.00	\$700.00
AVC	Programming DSP	DSP processor programming of existing Lectrosonics	4	\$115.00	\$460.00
AVC	Commissioning	Testing of all system functions and client turn over of system.	2	\$85.00	\$170.00
AVC	Training	Training	2	\$85.00	\$170.00
AVC	PerDiem	Travel outside of Denver metro area, includes reimbursement for fuel/mileage, hotels, etc.	6	\$120.00	\$720.00

SubTotal	\$19,125.06
Tax (Est)	\$0.00
Shipping (Est)	\$0.00
Total	\$19,125.06

Approved by: _____

Date _____

Prices subject to change - prices based upon total purchase - all delivery, training or consulting services to be billed at published rates for each activity involved - generally all hardware computer components proposed above are covered by a limited one year warranty, covering parts and labour for hardware only and on a depot basis - we specifically disclaims any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, damages related to this agreement. Minimum 15% restocking fee with original packaging. Additional use taxes are the responsibility of the customer. AVC terms apply.



9941 E. Mission Lane, Scottsdale, AZ 85258
Phone: 480 661-5629 Fax: 480 661-7589
www.jcgtechnologies.com

City of Fort Lupton Council/Court Room Audio/Video System Upgrade Price Quotation

February 10, 2016

JCG Audio/Video System Update

JCG Technologies, Inc., (JCG), is dedicated to providing cost effective solutions to cities, towns, counties, and other government organizations that want to automate their legal, legislative, and law enforcement workflow and improve access to information; improving customer service while saving time and money.

JCG solutions are used in over 1,500 court and council rooms throughout the western United States, including a number of Colorado courts and councils.

This system proposal is offered as a detailed explanation and outline for the above referenced project. The proposal details our scope of work, any concerns or exclusions, and project cost. Please read all information carefully and feel free to contact us with any questions or concerns.

Scope of Work

Based on our site visit and assessment, and client requirements, it is our goal to deliver a complete and functional, integrated media design whose scope and components are listed below.

AUDIO SYSTEM

- JCG will provide and install a new Biamp digital signal processor to restore the functionality and reliability of audio system.
- The existing dais microphones are in good working condition and will be utilized. New cabling will be run to eliminate interferences.



- A new antenna distribution system will be installed for the 5 existing wireless microphone transmitter/receiver pairs for improved reliability.
- A new QSC 4-channel amplifier will drive 4 existing speakers with a mix-minus setup.
- A new speaker will be installed in the lobby for overflow scenarios, which can be turned off by users as needed.

DISPLAY SYSTEM

- JCG will supply and install a new Panasonic 3500 lumen laser projector, projecting onto a new wall mounted Da-Lite 106" diagonal screen.
- The existing 2 displays will receive an independent video feed, duplicated onto both displays.
- The users will also have the ability to route program video to an existing lobby display for overflow scenarios.

VIDEO SYSTEM

- Video switching will be via a new Extron 8x4 matrix digital video switch. There will be 2 available input locations, one at the dais (exact location to be determined), and one at the front witness table. Each location will have an HDMI and VGA/Audio input. One output of the switch will be converted to composite video for local Ft Lupton and AIMS channel broadcast.
- As part of the recording system, 2 new IP cameras will be installed, one to capture the dais view, and one for the witness/audience. These cameras will not be integrated into the AV system, only for recording use.

VIDEO CONFERENCING SYSTEM

- The existing Polycom HDX700 will be relocated to the equipment rack and integrated into the AV system.

CONTROL SYSTEM

- All system controls will be via a new tabletop 7" Extron touch panel.



GENERAL

- JCG will install and test all specified equipment and components to provide the client with a fully functional integrated media system.
- JCG will provide training on system usage and features.
- JCG will provide the client with manufacturers' manuals, warranty cards, and any other pertinent pieces of documentation.

Requirements and Exclusions

The following details certain exclusions and any points of concern as it relates to this project.

- JCG is not responsible for providing 110 VAC circuits to the specified equipment and/or to the equipment locations. JCG will coordinate with the client as to the engineered and physical requirements of the power circuits, which will be provided by client and or its subcontractor. Power is required for the mounted display.
- Client will need to provide adequate space for any equipment rack mounting. JCG will furnish requirements for the rack locations if required.
- JCG is not responsible for any painting, drywall, millwork or ceiling modifications required for this project.
- Client is responsible for providing:
 - Cable runs or conduit to the floor plates.
 - Conduit or cabling for the speaker cable runs.
 - Network drops and connections, including network cards.
 - Computer(s) for recording and/or playback.



System Cost

This proposal is valid for 60 days from the date shown above. In the event the date of your approval to proceed exceeds this 60-day limitation, JCG will recalculate this proposal to represent the current costs for the system.

Audio and Video Equipment Hardware	\$34,217
Engineering/Programming	\$225
Assembly Labor – Includes All Travel/Lodging/Expenses	\$14,500
Testing	Included
Training	Included
Freight Equipment	\$950
Total Solution Cost	\$49,892

Prices do not include any applicable tax.

Display System	Description	Quantity
Panasonic PT-RZ370UW	WXGA LCD Projector; 3500 Lumens	1
BMS DCP-824	Tile Bridge Projector Support	1
Chief RPAUW	Universal Projector Mount	1
Dalite 88524LS	106" Diagonal Wall Mounted Screen	1
 Video System		
Extron DTP Cross Point 84 4K IP	8X4 Seamless 4K Scaling Presentation Matrix Switch	1
Extron DTP T FB 232	Two Input DTP Transmitter with Audio	1



Embedding PE

Crestron HD-DA2-4K-E	1 to 2 4K HDMI Distribution Amplifier	2
Axis P3215	IP Camera for Recording	2
Kanexpro HDRCA	HDMI to Composite with Audio Converter	1

Audio System

Biamp TESIRAForte AVB CI	Fixed I/O DSP with 12 inputs and 8 outputs; With AEC, AVB	1
Biamp EX-AEC	Expander Box	1
TRENDnet TPE-TG80g	8-Port Gigabit GREENnet POE+ Switch	1
QSC CX254	Amplifier	1
Shure Wireless Microphones	Using Existing 5 Microphones	
Shure UA844SWB	Antenna Distribution System	1
Shure MX418 Microphone	Using Existing 9 Microphones	
EV C4.2	4-inch two-way coaxial ceiling loudspeaker	1

Video Conferencing

Polycom HDX700	Using Existing Video Conferencing Unit	
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Control System

Extron TLP Pro 720T	7" Tabletop TouchLink Pro Touch Panel	1
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Equipment Rack

Mid Atlantic U1V	Utility Rack Shelf, 1 RU 10.4D, Vented	4
Mid Atlantic U2V	Utility Rack Shelf, 2 RU 10.4D, Vented	2

Cables, Connectors, Wall Plates, Etc.

Covid Cables and Connectors	Cables, Connectors, Wall Plates, Etc.	
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Deadline and Deliverables

A successful project requires that all parties work toward a common goal, especially as it relates to the completion of the project. JCG deliverables are based on a timeline that commences when JCG receives a signed contract or a purchase order authorizing its engagement for this project.

JCG is forecasting the delivery, installation, testing and commissioning of the proposed system to be complete no later than 30 days from receipt of a purchase order or signed contract. Upon official acceptance of this proposal and issuance of a signed contract or purchase order, JCG will contact the client to establish a working deadline for the completion of this project.

In the event the client requests changes to the original scope or deadline, JCG will propose a revised cost to the client for such changes and will issue an altered deadline as dictated by the request.

Method and Terms of Payment

A signed contract or a purchase order will serve as an acknowledgement and an agreement to the payment terms. In the event that it is impossible to honor these payment terms due to corporate or government restrictions, JCG will issue a new proposal or acceptance reflecting the altered and agreed upon terms of payment.

Each invoice shall be due and payable to JCG Technologies, Inc., at the address specified in this quotation. Client agrees to pay a late charge of two percent (2%) per month or the maximum lawful rate; whichever is less, for all amounts not paid within thirty (30) days of receipt of invoice.

Our payment terms for this project are:

50% When the Purchase Order is issued.

Final payment balance upon installation of proposed system.



System Warranty

The strength of any Systems Integration Company is its ability to stand behind its system and workmanship. JCG is proud to offer a one-year “bumper to bumper” warranty for this project. This warranty period commences upon the completed installation.

What is Covered?

Workmanship:

Should any part of the system installed by JCG fail due to faulty wiring, faulty termination, or any other negligent act of labor by JCG.; we will repair the system at no charge to the client. This workmanship warranty lasts for the one year.

Hardware and Components:

JCG honors the manufacturer’s warranty for all equipment sold for this project. Each individual manufacturer warrants its product for varying lengths of time. Should any product need replacement during the system warranty period, JCG will repair or replace that product based on the manufacturer’s warranty.

Outside of the system warranty period, JCG will assist the client in exercising any remaining warranty on the specific product. This will be done at normal service rates and expenses.

During the system warranty period, JCG will make every attempt to remotely diagnose and/or repair the deficiency of the system prior to an on-site service call. Once our staff has determined that there is no alternative but to conduct an on-site visit, we will make every attempt to respond as quickly as possible. JCG will provide on-site warranty coverage that includes a best effort response time of no more than 48 hours.

Handling a Warranty Claim:

Once a service call is made, our service department will handle the claim. Our service department can be reached during normal business hours at (480) 661-5629. Our normal business hours are Monday through Friday, 8:00am to 5:00pm. AZ MST, excluding holidays. We encourage our clients to keep us aware of critical meeting dates in the unlikely event a service issue arises. During the first year, there is no charge for handling the warranty.



Outside of that period, should a service call be required, you will incur time and material charges at a current service rates and expenses of JCG Technologies, Inc. This includes travel expenses. Additional comprehensive preventative maintenance programs are available from JCG.

Individual Equipment Warranty:

Aside from the system warranty, most components will carry additional manufacturer warranty coverage anywhere from two to four years. As an authorized dealer of each system component, JCG will be available to assist in the processing of warranty claims for your project if and when the need arises.

What This Warranty Does Not Cover:

This system warranty does not cover defects resulting from accidents, alterations to the system, unauthorized repair of components, or general misuse of the system. JCG reserves the right to refuse warranty service if it is found that the client is negligent as described above.

Contact Information

Please do not hesitate to contact me if you have any questions or require any additional information.

Steve Schmenk

Steve Schmenk

President

JCG Technologies, Inc.

9941 East Mission Lane

Scottsdale, Arizona 85258

Phone: 480 661-5629

Fax: 480 661-7589

Mobile: 602 418-5307

E-mail: srschmenk@jcgtechnologies.com

Web: www.jcgtechnologies.com

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-060

APPROVING THE PURCHASE OF TYLER TECHNOLOGY SOFTWARE FOR FINANCE AND PLANNING FOR AN AMOUNT NOT TO EXCEED \$227,472

- I. **Agenda Date:** Council Meeting – April 4, 2016
- II. **Attachments:** a. Tyler Technology Contract

III. **Summary Statement:**

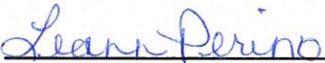
Replace current finance software with Tyler Technology's Incode software and purchase Energov product suite for the Planning Department.

IV. **Fiscal Note:** _____

Finance Department Use Only



Finance Director

V. **Submitted by:** 

(Author/Creator of the AM)

VI. **Approved for Presentation:** 

City Administrator

VII. **Attorney Reviewed** _____ Approved _____ Pending Approval

VIII. **Certification of Council Approval:** _____
City Clerk _____ Date _____

VIII. Detail of Issue/Request:

The Finance Department is currently using the Connect version of the Caselle software an upgrade that occurred in 2015. There have been some problems with the software and it is not meeting our accounting and reporting needs.

The Incode software offers an online payment feature for all bills and a portal for customers to view account balance and other information. Incode will also call customers with late notices from a list automatically generated by the system.

The planning, zoning compliance and building department is not currently using a tracking software for violations, permitting or land use applications. The Tyler software will increase productivity within the department and give us the ability to tie all zoning compliance actions, building permits and land use applications with other departments within the City using the Tyler software.

IX. Legal/Political Considerations:

X. Alternatives/Options:

1. *Purchase another software*
2. *Do not purchase software at this time.*

XI. Financial Considerations:

This purchase was not budgeted for Finance or Planning and a supplemental budget resolution will be necessary.

XII. Staff Recommendation:

Ratify
Authorize ~~Claud~~ Hanes to sign a contract for the purchase of Tyler Technology's software for a cost not to exceed \$227,472.

Attorney Reviewing Contract



COME PAINT YOUR FUTURE WITH US

Mayor/Council

130 S. McKinley Avenue
Phone: 303.857.6694
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortlupton.org

Upcoming Events

- | | |
|----------------|--|
| April 13, 2016 | Town Hall Meeting – City Hall, 130 S McKinley Avenue-
6:30-7:30 P.M. |
| April 27, 2016 | Town Hall Meeting – City Hall, 130 S McKinley Avenue-
6:30-7:30 P.M. |
| April 23, 2016 | City of Fort Lupton Clean Up Day – Public Works Shop, 800
12 th Street- 8:00 a.m. - 12:00 p.m. - See Website for details |