



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, December 6, 2022
6:00 PM
130 South McKinley Avenue

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

You may join in person or join remotely by clicking on:
<https://global.gotomeeting.com/join/851983253>

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. December 6, 2022 Accounts Payable

Consent Agenda - Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Councilmember so requests, in which case the item may be removed/moved from the Consent Agenda.

- a.** November 29, 2022 Special City Council Meeting Minutes
- b.** AM 2022-179 Authorize the City Administrator to Accept a Service Agreement From Dig Deep to Provide Grants-Related Technical Assistance Services for the 2023 Year
- c.** AM 2022-180 Approve a Resolution Revising the Water and Sewer Infrastructure Investment Fee Schedule for 2023, Effective January 1, 2023
- d.** AM 2022-181 Approving a Resolution Amending the Policy for Records Management Requirements for Electronic Mail
- e.** AM 2022-182 Approving a Resolution Restating Liquor License Fees and Increasing Occupational Fees Effective December 6, 2022
- f.** AM 2022-183 Approve a Resolution for Rate Increases for Green Fees and Cart Fees at Coyote Creek Golf Course for the 2023 Season
- g.** AM 2022-184 The Great Outdoors Colorado (GOCO) has Awarded the City of Fort Lupton a Full Application for a Community Impact Grant in the Amount of \$790,000 to Assist in the Construction of the Community Center Park Renovation Project
- h.** AM 2022-185 Approving a Resolution Ratifying the Appointment of Claud Hanes by the Mayor to the Fort Lupton Urban Renewal Authority (Authority) as a City Council Representative for a Five-year Term Beginning January 16, 2023 and Ending January 16, 2028
- i.** AM 2022-186 Approving the Agreement With LastPass for Encryption of Passwords for an Amount not to Exceed \$17,280.00 Allocated From the General Fund

- j. AM 2022-189 Approving a Resolution Reconstituting the Appointment of Directors to the Board of Director of North Land Industrial Metropolitan Districts Nos. 1 & 2

Public Hearings - Public Hearings allow members of the audience to present comments and questions to the City Council on the item being presented. Comments and questions may be limited to three (3) minutes- Mayor Stieber

- a. AM 2022-155 Consideration of an Application, by the Fort Lupton City Council acting as the Local Licensing Authority, Submitted by Family Dollar Stores of Colorado, LLC dba Family Dollar #25949 for a Fermented Malt Beverage ("FMB") Off-Premises License at 130 S. Denver Ave.
- b. Memo to Request to Withdraw the Coyote Creek Filing No. 5 Preliminary Plat Application

Action Memorandum

- a. AM 2022-187 Authorize the Mayor's Signature on Amendment 3 to the Jacobs Contract
- b. AM 2022-188 Authorize the Payment of the Overages in the Jacobs Contract
- c. AM 2022-190 Approving a Contract with Perkins and Will to Provide Design and Engineering Services for the Recreation Center for the New Addition for an Amount not to Exceed \$878,220.00
- d. AM 2022-191 Approving a Resolution Levying General Property Taxes for the Assessed Tax Year 2022, to Fund the Cost of Government for the City of Fort Lupton, Colorado for the 2023 Fiscal Year
- e. AM 2022-192 Accept the 2023 Workers' Compensation quotation from Pinnacol Assurance in the amount of \$238,107, accept the boiler and machinery quotation from Travelers in the amount of \$5,688, accept the cyber liability quotation from Travelers in the amount of \$14,883 for a total of \$258,678

Staff Reports

Mayor/Council Reports

Future City Events

- a. December 6, 2022 Upcoming Events

Executive Session "To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)." Provisions of Utilities

Adjourn

Check Report

By Check Number

City of Fort Lupton

Date Range: 11/16/2022 - 12/06/2022

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: Golf Course-Golf Course							
000307	COMCAST CABLE COMM, LLC		11/22/2022	Regular	0.00	244.31	85560
0120790 NOV22	Invoice	11/06/2022	GOLF-PHONE/INTERNET-PRO SHOP		0.00	244.31	
002723	EAGLE ROCK COMPANY OF COLO		11/22/2022	Regular	0.00	81.00	85561
10241580	Invoice	11/14/2022	GOLF-BEVERAGES-PRO SHOP		0.00	81.00	
000487	FORT LUPTON PACK & SHIP		11/22/2022	Regular	0.00	472.28	85562
69307	Invoice	11/10/2022	GOLF-SHIPPING-PRO SHOP		0.00	472.28	
000567	HIGH COUNTRY BEVERAGE CORP		11/22/2022	Regular	0.00	385.53	85563
W-6363053	Invoice	11/14/2022	GOLF-BEVERAGES-PRO SHOP		0.00	385.53	
000735	LL JOHNSON DISTRIBUTING		11/22/2022	Regular	0.00	981.92	85564
1143732-00	Invoice	11/01/2022	GOLF-IRRIGATION SUPPLIES-MAINT		0.00	981.92	
000944	REPUBLIC NATIONAL DISTRIBUTING CO LLC		11/22/2022	Regular	0.00	148.60	85565
6835690	Invoice	11/09/2022	GOLF-BEVERAGES-PRO SHOP		0.00	129.00	
6835691	Invoice	11/09/2022	GOLF-BEVERAGES-PRO SHOP		0.00	19.60	
000999	SHAMROCK FOODS COMPANY		11/22/2022	Regular	0.00	930.52	85566
26614056-1	Credit Memo	11/03/2022	GOLF-RETURN-PRO SHOP		0.00	-36.58	
26632522	Invoice	11/10/2022	GOLF-FOOD/PACKAGING-PRO SHOP		0.00	967.10	
001022	SOUTHERN GLAZER'S OF CO		11/22/2022	Regular	0.00	174.53	85567
2956258	Invoice	11/09/2022	GOLF-BEVERAGES-PRO SHOP		0.00	174.53	
001052	SWIRE COCA-COLA, USA		11/22/2022	Regular	0.00	94.82	85568
24908203094	Invoice	11/11/2022	GOLF-BEVERAGES-PRO SHOP		0.00	94.82	
001198	WELD COUNTY PUBLIC HEALTH		11/22/2022	Regular	0.00	430.00	85569
IN0031336	Invoice	11/01/2022	GOLF-2023 FOOD LICENSE RENEWAL-PRO S...		0.00	430.00	
001207	WESTERN DISTRIBUTING INC		11/22/2022	Regular	0.00	180.08	85570
719565	Invoice	11/11/2022	GOLF-BEVERAGES-PRO SHOP		0.00	180.08	
000024	ACE HARDWARE OF FORT LUPTON		11/29/2022	Regular	0.00	253.49	85571
96589	Invoice	11/14/2022	GOLF-GLOVES-MAINT		0.00	25.99	
96628	Invoice	11/16/2022	GOLF-SUPPLIES-MAINT		0.00	77.97	
96644	Credit Memo	11/17/2022	GOLF-PWR STRIP/BATTERIES-MAINT		0.00	-20.00	
96674	Invoice	11/21/2022	GOLF-GLOVES/COOLANT-MAINT		0.00	59.57	
96712	Invoice	11/22/2022	GOLF-SNOW SHOVEL-MAINT		0.00	109.96	
000795	MILE HIGH TURFGRASS, LLC		11/29/2022	Regular	0.00	770.00	85572
9956	Invoice	11/11/2022	GOLF-CHEMICALS-MAINT		0.00	770.00	
001105	TOSHIBA FINANCIAL SERVICES		11/29/2022	Regular	0.00	396.93	85573
487434060	Invoice	11/16/2022	GOLF-COPIER LEASE/OVERAGE-PRO SHOP		0.00	396.93	
000044	AGFINITY INC		12/06/2022	Regular	0.00	1,431.64	85574
I67850	Invoice	11/25/2022	GOLF-FUEL-MAINT		0.00	1,100.34	
I67851	Invoice	11/25/2022	GOLF-FUEL-MAINT		0.00	331.30	
000072	AMERICAN DRY GOODS		12/06/2022	Regular	0.00	600.45	85575
130940	Invoice	11/23/2022	GOLF-MERCHANDISE-PRO SHOP		0.00	600.45	
000239	CITY OF FORT LUPTON		12/06/2022	Regular	0.00	165.97	85576
FIN2022336	Invoice	11/29/2022	GOLF-COMCAST INV 159438745-PRO SHOP		0.00	165.97	

Check Report

Date Range: 11/16/2022 - 12/06/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000307	COMCAST CABLE COMM, LLC	12/06/2022	Regular	0.00	34.27	85577
0025494 NOV22	Invoice	11/18/2022	GOLF-CABLE-PRO SHOP	0.00	34.27	
000512	FUZION FIELD SERVICES LLC	12/06/2022	Regular	0.00	272.25	85578
265225	Invoice	11/01/2022	GOLF-PORTABLE RESTROOM-MAINT	0.00	181.50	
266169	Invoice	11/22/2022	GOLF-PORTABLE RESTROOM-MAINT	0.00	90.75	
000636	JC GOLF ACCESSORIES	12/06/2022	Regular	0.00	84.58	85579
SI-184954	Invoice	11/14/2022	GOLF-MERCHANDISE-PRO SHOP	0.00	84.58	
000735	LL JOHNSON DISTRIBUTING	12/06/2022	Regular	0.00	4,396.91	85580
1147197-00	Invoice	11/08/2022	GOLF-IRRIGATION SUPPLIES-MAINT	0.00	3,559.08	
1890876-00	Invoice	11/01/2022	GOLF-PARTS-MAINT	0.00	837.83	
000768	MASEK GOLF CAR OF COLORADO	12/06/2022	Regular	0.00	4,217.14	85581
01-77546	Invoice	11/22/2022	GOLF-CART REPAIR-PRO SHOP	0.00	4,217.14	
001224	XCEL ENERGY-GAS	12/06/2022	Regular	0.00	536.54	85582
804597236	Invoice	11/15/2022	GOLF-GAS SERVICE 10/18-11/15-PRO SHOP	0.00	536.54	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	32	23	0.00	17,283.76
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	32	23	0.00	17,283.76

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
002941	AMERITAS LIFE INSURANCE CORP	11/22/2022	Regular	0.00	6,676.20	72618
010-57637-1 DEN...	Invoice	12/01/2022	GF-DENTAL INSURANCE DEC22-HR	0.00	5,790.92	
010-57637-2 VIS D...	Invoice	12/01/2022	GF-VISION INSURANCE DEC22-HR	0.00	850.32	
010-57637-98 DEN...	Invoice	12/01/2022	GF-COBRA DENTAL INS DEC22-HR	0.00	29.96	
010-57637-99 VIS...	Invoice	12/01/2022	GF-COBRA VISION INS DEC22-HR	0.00	5.00	
003071	CASSIHISE PHOTOGRAPY	11/22/2022	Regular	0.00	350.00	72619
111622	Invoice	11/16/2022	GF-PUMPKIN FEST DRONE-COM EVENTS	0.00	350.00	
000182	CEM SALES & SERVICE INC	11/22/2022	Regular	0.00	1,238.08	72620
158132	Invoice	11/01/2022	CPR-BOOSTER PUMP-COM CTR	0.00	608.08	
158537	Invoice	11/01/2022	CPR-CONTROLLER SENSOR-COM CTR	0.00	630.00	
002651	COLORADO COMMUNITY MEDIA	11/22/2022	Regular	0.00	654.14	72621
71686	Invoice	11/11/2022	GF-PUBLIC NOTICES	0.00	639.02	
72238	Invoice	11/18/2022	GF-PUBLIC NOTICE-FINANCE	0.00	15.12	
000306	COMCAST BUSINESS	11/22/2022	Regular	0.00	2,205.30	72622
158377581	Invoice	11/01/2022	GF-NOV22 INTERNET SERVICE-IT	0.00	2,205.30	
000372	DELL MARKETING LP	11/22/2022	Regular	0.00	15,987.50	72623
10625278320	Invoice	11/01/2022	Dell Laptops and Docking Units	0.00	7,993.75	
10625278320-1	Invoice	11/16/2022	Dell Laptops and docking units	0.00	7,993.75	
003004	DP GUARDIAN INC	11/22/2022	Regular	0.00	618.00	72624
24931	Invoice	11/16/2022	Fix of fire sprinkler pipe near subpump	0.00	618.00	
003171	GEOFFREY CLAY HARTLEY	11/22/2022	Regular	0.00	133.76	72625
111022	Invoice	11/10/2022	GF-MILEAGE REIMBURSEMENT-PLANNING	0.00	133.76	
001930	HUMANA HEALTH PLAN INC	11/22/2022	Regular	0.00	88,955.12	72626
379451008	Invoice	12/01/2022	GF-DEC22 HEALTH INSURANCE-HR	0.00	88,955.12	
003164	LONGMONT AUTO BODY & GLASS	11/22/2022	Regular	0.00	3,914.98	72627
5867184a	Invoice	11/01/2022	GF-PD VEHICLE REPAIR-MISC	0.00	3,914.98	
003030	NICOLETA NAGEL	11/22/2022	Regular	0.00	400.00	72628
110422	Invoice	11/04/2022	CPR-SENIOR TEA PARTY-SENIORS	0.00	400.00	
000865	OFFICE DEPOT	11/22/2022	Regular	0.00	325.52	72629
273120359001	Invoice	11/01/2022	GF-OFFICE SUPPLIES-ADMIN	0.00	325.52	
002981	RED WING BUSINESS ADVANTAGE ACCOUNT	11/22/2022	Regular	0.00	150.00	72630
563-1-52053	Invoice	11/01/2022	REC-D. WELCH UNIFORMS	0.00	150.00	
003155	SHIRTS BY CHA LLC	11/22/2022	Regular	0.00	140.00	72631
1965	Invoice	11/11/2022	GF-SANTA EVENT BANNERS-COM EVENTS	0.00	140.00	
001203	WELD COUNTY SHERIFF'S OFFICE	11/22/2022	Regular	0.00	181.83	72632
1830 102022	Invoice	11/01/2022	GF-JAIL FEES-COURT	0.00	181.83	
000034	ADT SECURITY SYSTEM	11/29/2022	Regular	0.00	138.95	72633
50576495 NOV22	Invoice	11/01/2022	REC-SECURITY MONITORING	0.00	138.95	
003156	ALL TRAFFIC SOLUTIONS, INC.	11/29/2022	Regular	0.00	21,469.00	72634
SIN034824	Invoice	11/15/2022	3 Speed Alert Traffic Signs	0.00	21,469.00	
001918	AXON ENTERPRISES INC	11/29/2022	Regular	0.00	156.50	72635
INUS117352	Invoice	11/21/2022	GF-RAPID LOCK-PD	0.00	156.50	
001908	CENTURA HEALTH	11/29/2022	Regular	0.00	600.00	72636
110922	Invoice	11/09/2022	GF-FORENSICS EXAM-PD	0.00	600.00	
000211	CH2M	11/29/2022	Regular	0.00	22,907.50	72637

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
D3410906-02	Invoice	11/10/2022	UF- Expansion Project Design -WTP	0.00	22,907.50	
000230	CINTAS FIRST AID & SAFETY	11/29/2022	Regular	0.00	613.21	72638
5132936582	Invoice	11/14/2022	REC-FIRST AID SUPPLIES	0.00	613.21	
000239	CITY OF FORT LUPTON	11/29/2022	Regular	0.00	250.00	72639
112122	Invoice	11/21/2022	GF-RESTITUTION REIMBURSEMENT E002478...	0.00	250.00	
000247	CLIFTONLARSONALLEN LLP	11/29/2022	Regular	0.00	2,079.00	72640
3482149	Invoice	11/18/2022	GF-GAXB87 Implementation Services-Finance	0.00	2,079.00	
000307	COMCAST CABLE COMM, LLC	11/29/2022	Regular	0.00	474.30	72641
0117309 DEC22	Invoice	11/14/2022	REC-CABLE/MUSIC	0.00	254.25	
0164533 DEC22	Invoice	11/13/2022	GF-DEC22 CABLE/INTERNET-PW SHOP	0.00	220.05	
000491	FORT LUPTON VETERINARY	11/29/2022	Regular	0.00	2,160.00	72642
100522	Invoice	11/01/2022	GF-ANIMAL BOARDING FEES-CODE	0.00	2,160.00	
002011	FRONT RANGE LUMBER COMPANY	11/29/2022	Regular	0.00	66.42	72643
24007/2	Invoice	11/21/2022	GF-FURRING STRIPS-PARKS	0.00	66.42	
000597	INSIGHT PUBLIC SECTOR INC	11/29/2022	Regular	0.00	1,375.33	72644
1101001494	Invoice	11/16/2022	AutoCad license for new Engineer	0.00	1,375.33	
000657	JOHN ELWAY CHEVROLET	11/29/2022	Regular	0.00	83,501.00	72645
290310/290308	Invoice	11/15/2022	GF-(2) CHEVROLET TAHOES-PD	0.00	83,501.00	
003173	KIMBERLEE NEELEY	11/29/2022	Regular	0.00	135.00	72646
2007078	Invoice	11/22/2022	REC-POOL PARTY REFUND	0.00	135.00	
001689	LEADSONLINE	11/29/2022	Regular	0.00	878.00	72647
401017	Invoice	11/01/2022	GF-INVESTIGATION SERVICE PACKAGE-PD	0.00	878.00	
001649	MARTIN MARIETTA MATERIALS INC	11/29/2022	Regular	0.00	9,975.00	72648
37485647	Invoice	11/18/2022	S Denver overlay	0.00	9,975.00	
003165	MPH INDUSTRIES, INC	11/29/2022	Regular	0.00	9,238.00	72649
6019109	Invoice	11/15/2022	Speed Trailer	0.00	8,405.00	
6019136	Invoice	11/11/2022	GF-SPEEDVIEW KIT-PD	0.00	833.00	
003046	PERKINS + WILL, INC.	11/29/2022	Regular	0.00	1,350.00	72650
222219.000-1953..	Invoice	11/01/2022	REC-EXPANSION STUDY-REC CENTER	0.00	1,350.00	
000928	PUSH-PEDAL-PULL	11/29/2022	Regular	0.00	337.83	72651
347964	Invoice	11/17/2022	REC-LATERAL TRAINER	0.00	337.83	
002493	QUADIENT LEASING USA INC	11/29/2022	Regular	0.00	814.05	72652
N9661386	Invoice	11/04/2022	GF-QRTLY LEASE PAYMENT-ADMIN	0.00	433.59	
N9672124	Invoice	11/13/2022	GF-QRTLY LEASE DEC-MAR23-ADMIN	0.00	380.46	
003172	SMART SOLUTIONS GROUP, INC.	11/29/2022	Regular	0.00	1,000.00	72653
1692	Invoice	11/03/2022	GF-EDC FORGE SUBSCRIPTION-CITY ADM	0.00	1,000.00	
001040	STERICYCLE	11/29/2022	Regular	0.00	63.89	72654
3006249890	Invoice	11/23/2022	REC-BIOHAZARD	0.00	63.89	
002918	TARA ELIASON	11/29/2022	Regular	0.00	65.00	72655
112122	Invoice	11/21/2022	GF-RESTITUTION E0020105-1-COURT	0.00	65.00	
001105	TOSHIBA FINANCIAL SERVICES	11/29/2022	Regular	0.00	2,167.24	72656
486942436	Invoice	11/08/2022	Copier Lease	0.00	2,167.24	
001894	UMB BANK, N.A.	11/29/2022	Regular	0.00	200.00	72657
933921	Invoice	11/15/2022	UF-LOAN COST 2017 BOND-WATER	0.00	200.00	
001198	WELD COUNTY PUBLIC HEALTH	11/29/2022	Regular	0.00	170.00	72658

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
IN0031987	Invoice	11/01/2022	REC-CHILD CARE LICENSE RENEWAL	0.00	170.00	
001199	WELD COUNTY PUBLIC SAFETY IT	11/29/2022	Regular	0.00	310.00	72659
FORTLUPTONMUN.	Invoice	11/17/2022	GF-CENTRAL SQUARE LOGINS-COURT	0.00	310.00	
001301	AAA AUTO PARTS INC	12/06/2022	Regular	0.00	75.10	72660
157993	Invoice	11/29/2022	GF-FHP POWERATED BELT-PARKS	0.00	75.10	
000040	AFLAC	12/06/2022	Regular	0.00	2,307.82	72661
604568	Invoice	12/01/2022	GF-SUPP INSURANCE DEC22	0.00	2,307.82	
003174	AMERICAN TARGET CO	12/06/2022	Regular	0.00	455.00	72662
118454	Invoice	11/01/2022	GF-TRAINING SUPPLIES-PD	0.00	455.00	
002835	BRANDING BY BRE	12/06/2022	Regular	0.00	2,750.00	72663
1154	Invoice	12/01/2022	GF-SOCIAL MEDIA MANAGEMENT-CITY ADM	0.00	2,750.00	
002853	BUCKEYE CLEANING CENTER	12/06/2022	Regular	0.00	720.65	72664
90460437	Invoice	11/21/2022	REC-JANITORIAL SUPPLIES	0.00	720.65	
002997	CARIBOU VENTURES GROUP LLC	12/06/2022	Regular	0.00	3,232.80	72665
INV-0198	Invoice	11/23/2022	Office Furniture- Court Clerks office	0.00	3,232.80	
000232	CIRSA	12/06/2022	Regular	0.00	469.68	72666
221886	Invoice	11/01/2022	GF-INSURANCE ADDITIONS PD/PW-MISC	0.00	469.68	
000267	COLONIAL LIFE	12/06/2022	Regular	0.00	105.96	72667
78168201201266	Invoice	12/01/2022	GF-SUPP INSURANCE DEC22	0.00	105.96	
002651	COLORADO COMMUNITY MEDIA	12/06/2022	Regular	0.00	184.95	72668
68366	Invoice	11/01/2022	GF-PUBLIC NOTICES-CITY CLERK	0.00	31.12	
72672	Invoice	11/25/2022	GF-PUBLIC NOTICES	0.00	153.83	
000306	COMCAST BUSINESS	12/06/2022	Regular	0.00	2,359.82	72669
159438745	Invoice	11/15/2022	Comcast Phones	0.00	2,359.82	
000421	ECOLAB INC	12/06/2022	Regular	0.00	99.25	72670
130308874	Invoice	11/15/2022	CPR-CLEANING SUPPLIES-COM CTR	0.00	99.25	
003140	GCS PLASTER LLC	12/06/2022	Regular	0.00	20,221.36	72671
2	Invoice	11/16/2022	CMU construction for Pearson Dugouts (Blue...	0.00	16,000.00	
47	Invoice	11/13/2022	CPR-BLOCK-COM CTR	0.00	1,782.00	
48	Invoice	11/13/2022	CPR-MORTA MIX-COM CTR	0.00	2,439.36	
001714	GLASS GORILLA	12/06/2022	Regular	0.00	742.00	72672
18380	Invoice	11/01/2022	GF-MATERIALS & INSTALL-PARKS	0.00	742.00	
000597	INSIGHT PUBLIC SECTOR INC	12/06/2022	Regular	0.00	4,189.48	72673
1101003828	Invoice	11/28/2022	AutoCad AEC License	0.00	4,189.48	
000655	JOHN DEERE FINANCIAL	12/06/2022	Regular	0.00	53.02	72674
76236 DEC22	Invoice	11/16/2022	GF-EQUIPMENT REPAIR-PARKS	0.00	53.02	
000697	KRISTEN H KINDLE	12/06/2022	Regular	0.00	114.23	72675
NOV22	Invoice	11/21/2022	GF-ANNUAL CGFOA CONFERENCE-FINANCE	0.00	114.23	
000865	OFFICE DEPOT	12/06/2022	Regular	0.00	58.23	72676
276096131001	Invoice	11/07/2022	GF-OFFICE/BREAKROOM SUPPLIES	0.00	58.23	
001943	PINNACOL ASSURANCE	12/06/2022	Regular	0.00	565.52	72677
21090745	Invoice	11/14/2022	GF-CLAIM DEDUCTIBLES-MISC	0.00	565.52	
000901	PLAINS EAST MECHANICAL SERVICES LLC	12/06/2022	Regular	0.00	233.75	72678
3594-1139	Invoice	11/10/2022	REC-RTU REPAIR	0.00	233.75	
000956	ROCKY MOUNTAIN LOW VOLTAGE	12/06/2022	Regular	0.00	208.80	72679

Check Report

Date Range: 11/16/2022 - 12/06/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
20221579	Invoice	11/01/2022	CPR-MODULE 81 REPAIR-COM CTR	0.00	208.80	
001035	STANDARD INSURANCE CO.	12/06/2022	Regular	0.00	6,336.60	72680
00 759761 0001 D...	Invoice	12/01/2022	LI, AD&D, LTD, STD Ins Prem	0.00	6,336.60	
002694	SYMMETRY ENERGY SOLUTIONS LLC	12/06/2022	Regular	0.00	2,950.45	72681
15487164	Invoice	11/22/2022	REC-GAS SERVICE OCT22	0.00	2,950.45	
002967	SYNERGETIC STAFFING LLC	12/06/2022	Regular	0.00	50.00	72682
21011129	Invoice	11/18/2022	GF-A.ROMERO BACKGROUND CHECK-HR	0.00	50.00	
003110	THE KM CUP	12/06/2022	Regular	0.00	600.00	72683
2022.11.0002-1	Invoice	11/21/2022	GF-SANTA COOKIES & COCOA-EVENTS	0.00	600.00	
001101	TODD HODGES DESIGN, LLC	12/06/2022	Regular	0.00	10,585.00	72684
3470	Invoice	11/22/2022	GF-PLANNING SRVC 11/7-11/20-PLANNING	0.00	10,585.00	
001105	TOSHIBA FINANCIAL SERVICES	12/06/2022	Regular	0.00	298.89	72685
487880635	Invoice	11/20/2022	GF-BSMT COPIER LEASE/OVERAGE	0.00	298.89	
001224	XCEL ENERGY-GAS	12/06/2022	Regular	0.00	359.90	72686
805538026	Invoice	11/22/2022	GF-CITY HALL & GENERATOR GAS 10/18-11/...	0.00	359.90	
000119	BANK OF COLORADO	11/18/2022	Bank Draft	0.00	6,915.52	DFT0002063
INV0001286	Invoice	11/18/2022	HSA DISTRIBUTION	0.00	6,915.52	
000119	BANK OF COLORADO	11/18/2022	Bank Draft	0.00	675.83	DFT0002064
INV0001287	Invoice	11/18/2022	HSA DISTRIBUTION	0.00	675.83	
001416	VALIC_1	11/18/2022	Bank Draft	0.00	38,707.72	DFT0002065
INV0001288	Invoice	11/18/2022	VALIC - 457(b) \$ Contributions	0.00	38,707.72	
001265	IRS	11/18/2022	Bank Draft	0.00	61,690.58	DFT0002066
INV0001289	Invoice	11/18/2022	Federal Withholding	0.00	61,690.58	
001418	CO DEPARTMENT OF REVENUE	11/18/2022	Bank Draft	0.00	11,504.00	DFT0002067
INV0001290	Invoice	11/18/2022	CO Withholding	0.00	11,504.00	
001416	VALIC_1	11/23/2022	Bank Draft	0.00	9,739.50	DFT0002068
INV0001291	Invoice	11/23/2022	VALIC - 457(b) \$ Contributions	0.00	9,739.50	
001265	IRS	11/23/2022	Bank Draft	0.00	24,677.24	DFT0002069
INV0001292	Invoice	11/23/2022	Federal Withholding	0.00	24,677.24	
001418	CO DEPARTMENT OF REVENUE	11/23/2022	Bank Draft	0.00	4,659.00	DFT0002070
INV0001293	Invoice	11/23/2022	CO Withholding	0.00	4,659.00	
001416	VALIC_1	11/23/2022	Bank Draft	0.00	120.00	DFT0002071
INV0001294	Invoice	11/23/2022	VALIC - Regular Plan Retirement Contributio...	0.00	120.00	
001265	IRS	11/23/2022	Bank Draft	0.00	229.52	DFT0002072
INV0001295	Invoice	11/23/2022	Federal Withholding	0.00	229.52	
001418	CO DEPARTMENT OF REVENUE	11/23/2022	Bank Draft	0.00	45.00	DFT0002073
INV0001296	Invoice	11/23/2022	CO Withholding	0.00	45.00	
000119	BANK OF COLORADO	12/02/2022	Bank Draft	0.00	6,002.88	DFT0002081
INV0001297	Invoice	12/02/2022	HSA DISTRIBUTION	0.00	6,002.88	
000119	BANK OF COLORADO	12/02/2022	Bank Draft	0.00	925.83	DFT0002082
INV0001298	Invoice	12/02/2022	HSA DISTRIBUTION	0.00	925.83	
001416	VALIC_1	12/02/2022	Bank Draft	0.00	37,914.96	DFT0002083
INV0001299	Invoice	12/02/2022	VALIC - 457(b) \$ Contributions	0.00	37,914.96	
001265	IRS	12/02/2022	Bank Draft	0.00	60,771.21	DFT0002084

Check Report

Date Range: 11/16/2022 - 12/06/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0001300	Invoice	12/02/2022	Federal Withholding	0.00	60,771.21	
001418	CO DEPARTMENT OF REVENUE	12/02/2022	Bank Draft	0.00	11,376.00	DFT0002085
INV0001301	Invoice	12/02/2022	CO Withholding	0.00	11,376.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	81	69	0.00	344,753.91
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	16	16	0.00	275,954.79
EFT's	0	0	0.00	0.00
	97	85	0.00	620,708.70

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	113	92	0.00	362,037.67
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	16	16	0.00	275,954.79
EFT's	0	0	0.00	0.00
	129	108	0.00	637,992.46

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	11/2022	5,544.01
600	GOLF ENTERPRISE FUND	12/2022	11,739.75
999	POOLED CASH/CONSOLIDATED CASH	11/2022	443,389.56
999	POOLED CASH/CONSOLIDATED CASH	12/2022	177,319.14
			637,992.46

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
November 29, 2022**

The City Council of the City of Fort Lupton met in a special session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Tuesday, November 29, 2022. Mayor Zo Hubbard called the meeting to order at 6:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

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

Councilmembers Valerie Blackston and David Crespín participated remotely through GoToMeeting.

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, and Finance Director, Leann Perino.

APPROVAL OF AGENDA

It was moved by Bruce Fitzgerald and seconded by Claud Hanes to approve the agenda as amended with removal of the minutes of the November 1, 2022 City Council Meeting. Motion passed unanimously on voice vote.

CONSENT AGENDA

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

- November 15, 2022 City Council Meeting Minutes
- Second Reading Ordinance 2022-1147 Ordinance Amending Section 10-1.4 of the Municipal Code Regarding Fee for Diversion or Probation Cases of the Fort Lupton Municipal Court
- Second Reading Ordinance 2022-1148 Adopt An Ordinance Annexing Land Legally Described in Exhibit "A" Known as the High Pointe Hills Annexation and Approving the Annexation Agreement
- Second Reading Ordinance 2022-1149 Adopt an Ordinance Initially Zoning Land Known as the High Pointe Hills Initial Zoning, Legally Described in Exhibit A, to the 'A'
- Agricultural Zone District
- Approving Resolution 2022R073 ADOPTING THE 2023 BUDGET AND FINANCIAL PLAN AND SETTING APPROPRIATIONS FOR VARIOUS FUNDS FOR THE PERIOD BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 (AM 2022-178).

Motion passed unanimously on roll call vote.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
November 29, 2022**

ACTION MEMORANDUM

Second and Final Reading Ordinance 2022-1146 An Ordinance of the City Council of the City of Fort Lupton, Colorado Acting By and Through its Utility Enterprise, Approving a Loan from the Colorado Water Resources and Power Development Authority ("CWRPDA") in the Aggregate Principal Amount not to Exceed \$25,000,000 Payable from Its Wastewater Revenue; Authorizing the Form and Execution of the Loan Agreement and Governmental Agency Bond to Evidence such Loan; Authorizing the Construction of a Project; Prescribing other Details in Connection Therewith; and Declaring an Emergency on Second and Final Reading

It was moved by Bruce Fitzgerald and seconded by Claud Hanes to approve Ordinance 2022-1146 THE SECOND AND FINAL READING ORDINANCE 2022-1146 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY ("CWRPDA") IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$25,000,000 PAYABLE FROM ITS WASTEWATER REVENUE; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AGREEMENT AND GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; AUTHORIZING THE CONSTRUCTION OF A PROJECT; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY ON SECOND AND FINAL READING. Motion passed unanimously on roll call vote.

ADJOURNMENT

The meeting adjourned at 6:04 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor



SUBJECT FOR DISCUSSION

Authorize the City Administrator to accept a service agreement from Dig Deep to Provide Grants-Related Technical Assistance Services for the 2023 Year.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Fort Lupton (City) has chosen Dig Deep Research, LLC (DigDeep) to provide professional services in fiscal year 2022 to help secure grants for the City's priorities. This service agreement continues that scope and adds two grant writing pursuits as an option for the year.

Staff has been working with DigDeep over the last year on several different fronts from park grants to utility funding. This service agreement will allow for the work and additional opportunities to continue as we work to secure grants for projects across the city.

FINANCIAL CONSIDERATIONS

The total for 12 months of work is \$60,000 or \$5,000 per month. The Agreement also has an optional Grant Writing services subsection for 2 pursuit grant applications for \$50,000 each, as additional support to staff. This has been budgeted in the 2023 General Fund budget.

LEGAL/POLITICAL CONSIDERATIONS

This is a continuation of service from the 2022 agreements.

ALTERNATIVES/OPTIONS

Accept the Service Agreement.
Do not accept the Service Agreement.

STAFF RECOMMENDATIONS

Staff recommends approval.

Attachments: a. 2023 Service Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Services Agreement

This agreement is made as of the ____ day of ____, 2022, by and between Dig Deep Research, LLC, a Colorado limited liability corporation ("Consultant"), and City of Fort Lupton ("Client").

Whereas the Client intends that Consultant shall perform services for the Client relating to identification and application for government grants, loans, and other infrastructure funding sources (i.e., principal forgiveness) for capital improvement projects; and

Whereas Consultant represents that it has the present capacity, is experienced and qualified to perform the services for the Client as hereinafter provided in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations set forth herein, the Parties mutually agree as follows:

TERMS OF AGREEMENT

Section 1 - Scope of Work

- A. Consultant agrees to provide the services as stated in the Scope of Work specified in **Attachment A**, attached hereto, and incorporated into this Agreement.
- B. Nothing in this Agreement shall be construed as placing any obligation on the Client to proceed with any tasks beyond those which have been specifically authorized in writing by the Client.
- C. The Client may, from time to time and in its sole discretion, require changes in the scope of the services of the Consultant to be performed herein. Changes may include, but not be limited to, the type and scope of services provided by Consultant. Such changes, which are mutually agreed upon between the Client and Consultant, shall be incorporated in written change orders, amendments, additional Scopes, or extensions to this Agreement.

Section 2 – Authority

- A. Chris Cross, City Administrator ("Project Manager") shall be the Client's Project Manager and the Client's authorized representative. The Project Manager is responsible for

authorizing and approving all Work performed under this Agreement. The Project Manager is authorized to make decisions on behalf of the Client related to the Work.

- B. Fernando Gonzalez ("Consultant's Representative") is Consultant's representative for the work. Consultant's Representative shall have sufficient authority to represent and bind Consultant in those instances when such authority is necessary to carry out Consultant's responsibilities and obligations under the terms of this Agreement.

Section 3 – Schedule

- A. This Agreement shall go into effect upon the last date of execution by the Parties below, with work commencing and ending on the date identified in Scope of Work specified in **Attachment A**.
- B. Client acknowledges Time shall be of the essence in Client's duty to respond to Consultant's requests for information or provision of documents, to make invoice payments and expense reimbursements, and to comply with any written notice of failure to cooperate. Failure to provide requested information or documentation by the date set by Consultant may impede progress of the Services. Similarly, Time is of the essence for Consultant to perform the Services.

Section 4 – Compensation

- A. The compensation to be paid Consultant under this Agreement, as provided hereinafter, covers the entire cost of the Services under this Agreement. The initial compensation of this Agreement is detailed in **Attachment A**, attached hereto, and incorporated into this Agreement. The Client may, from time to time and in its sole discretion, appropriate additional amounts to extend this Agreement and or add additional and/or continuing scope(s) of work.
- B. The Client shall pay Consultant in accordance with the terms of this Agreement as reflected in the Fee Schedule set forth in **Attachment A**.
- C. Consultant shall submit monthly invoices to be approved by the Client's Project Manager. Consultant shall submit monthly invoices no later than the fifth (5th) calendar day of the

month after which the work was performed; provided, however, that if that day falls on a weekend or holiday, then monthly invoices shall be submitted no later than close of business on the next regular business day of the month. Invoices shall be paid within fifteen (15) days of submission.

- D. Client shall be responsible to reimburse Consultant for any Client-requested travel (at applicable Federal per diem and mileage rates) and any additional expenses incurred by Consultant at the request of Client. Any such expenses are in addition to the monthly retainer fee and shall be included in the subsequent invoice. Any such travel and other expenses shall be approved in advance by Client.

Section 5 – Staffing and Subcontractors

- A. Consultant shall insure the quality, timeliness, and continuity of services are maintained through the duration of the project. Consultant shall avoid changes to key project personnel to the extent possible.
- B. Consultant shall be responsible for any Work performed under this Agreement, including any portion of the Work performed by other individuals or firms. Nothing contained herein shall create any contractual relationship between any additional persons and/or firm(s) and the Client.

Section 6 – Client's Responsibilities

- A. The Client shall:
 - 1. Provide available information to Consultant that Consultant deems necessary to perform the Work;
 - 2. Give prompt notice to Consultant whenever the Client observes or otherwise becomes aware of any deficiencies or discrepancies in the Services provided;
 - 3. Furnish, or direct Consultant to provide, at the Client's expense, any necessary additional services, but only if approved by Client;
 - 4. Examine all documents submitted by Consultant, and, if requested by Consultant, provide comments and decisions in a timely manner in order to allow the Consultant's work to proceed.

5. Prepare, assemble, and submit any funding applications not covered by a Specific Task Order. Any decision by the Client not to submit a proposal for funding will not affect the terms of this contract.
- B. Consultant shall not be liable for delays in performing the Work when such delays are caused by the Client, the Client's other Consultants, or by events which are outside of the control of the Parties and which events could not be avoided by the exercise of due care.

Section 7 – Mutual Obligations

- A. This Agreement does not guarantee to Consultant any additional or future work except as expressly authorized herein.
- B. This Agreement does not create or imply an exclusive agreement between Consultant and the Client.
- C. The Services and any and all interests contemplated under this Agreement shall not be assigned or otherwise transferred except with the written consent of the Client.
- D. All documents of any nature prepared by Consultant in connection with the Services provided by Consultant under the terms of this Agreement shall become the property of the Client.

Section 8 - Termination

- A. Either party may terminate this Agreement upon written notice to the Project Manager or Consultant's Representative (as applicable). Electronic mail shall be considered adequate written notice.
- B. In the event of termination by either party prior to completion of the Scope of Services described in **Attachment A**, Consultant shall submit a final invoice. The amount of the final invoice shall include all unpaid authorized services and authorized expenses incurred up to the date of the termination notice.
- C. Ownership of Work Product. In the event of termination, all finished and unfinished Project deliverables prepared by Consultant pursuant to this Agreement shall become the sole property of the Client, provided Consultant is compensated in accordance with

this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Consultant shall not be liable with respect to the Client's subsequent use of any incomplete work product, provided Consultant has notified the Client in writing of the incomplete status of such work product.

Section 9 - General Provisions

- A. Consultant will treat all information gained from Client as confidential and proprietary to Client.
- B. Independent Contractor – The relationship of the Consultant to the Client shall be that of an independent contractor and not of an officer, employee, or agent of the Client.
- C. Integration – This Agreement (including **Attachment A**) sets forth all of the terms and conditions of the consulting relationship between Consultant and Client. This Agreement may be modified only in writing signed by both parties.
- D. Client understands that the Consultant will work diligently and zealously on their behalf, within the bounds of the Consultant's ethical obligations. Consultant cannot guarantee the outcome of any pursuit.

Section 10 – Indemnification

- A. Consultant shall defend, indemnify, and hold harmless the Client, its officers, directors, agents and employees, from any claims by a third party, including attorneys' fees, arising out of acts or omissions of Consultant in connection with work performed pursuant to this Agreement.

Section 11 – Severability

- A. The provisions of this Agreement are severable; if any provision is held invalid or unenforceable, the Agreement shall be enforced to the maximum extent permissible, and the remaining provisions will continue in full force and effect. Any modification of this Agreement will be effective only if in writing and signed by both Client and Consultant which explicitly states its intention to modify this Agreement.

Section 12 – Choice of Law and Choice of Forum

- A. This Agreement shall be governed by the laws of the State of Colorado. In the event of any dispute arising from this Agreement, parties prefer to resolve without resorting to litigation. Any lawsuit arising from this Agreement shall be filed in the Circuit Court of Denver County, Colorado.

Each of the undersigned has read and agrees to the foregoing terms and conditions:

Consultant: Dig Deep Research, LLC

By: _____

Fernando Gonzalez, COO

Date: _____

Client: City of Fort Lupton

By: _____

Chris Cross, City Administrator

Date: _____

ATTACHMENT A: SCOPE OF WORK FOR RETAINER SERVICES

Section A.1 – Background

This Scope of Work describes the activities, schedule and cost for monthly retainer services (Task 1) and two Technical Assistance tasks (Task 2 and Task 3) to help the City advance its grant pursuit efforts starting January 1, 2023, through December 31, 2023.

Section A.2 - Approach and Scope of Work

- A. ***Research & Analysis(Task 1)***: Consultant will collaborate with Client to identify Client’s most fundable capital improvement projects and produce an action plan for pursuing the most likely funding prospects in 2023 and 2024.

- B. ***Consulting and Capacity-Building (Task 1)***: Consultant will hold monthly conference calls with Client to identify and address any potential gaps in grant-readiness and provide clear guidance on next steps to prepare to pursue grants. Consultant’s services and deliverables will be customized based on Client needs, usually consisting of a combination of the following:
 - ↓ Administering a government grants readiness assessment and making recommendations to improve readiness and competitiveness.
 - ↓ Planning and facilitating meetings with state or federal funding agencies.
 - ↓ Obtaining standard federal Certifications and Assurances in preparation for submitting federal proposals.
 - ↓ Providing City staff training in grant-seeking for capital and infrastructure projects.
 - ↓ Using an objective matrix to assess funding notices for a go/no-go pursuit decision.
 - ↓ Evaluating competitiveness for specific government grant programs.

- ↓ Recommending ways to re-package or re-design projects to be more “fundable” to funding agencies.
 - ↓ Designing the pursuit strategy for top funding opportunities. The pursuit strategy consists of important planning, design, and budgeting work prior to beginning a funding application.
 - ↓ Sharing best practices in grant-seeking and grants office management.
 - ↓ Helping improve capacity of City staff to manage grant-seeking efforts.
 - ↓ Facilitating funder cultivation events to targeted funding agencies.
- C. **Technical Assistance – Public Works Projects (Task 2):** Consultant will assist the City in preparing funding applications based upon City staff workloads, project and funder timelines and the complexity of the applications. This specific Task order will cover the necessary efforts required to advance the Public Works Projects pursuits identified during our 2022 engagement (\$97M in potential funding from federal and state programs).
- D. **Technical Assistance – Park Projects (Task 3):** Consultant will assist the City in preparing funding applications based upon City staff workloads, project and funder timelines and the complexity of the applications. This specific Task order will cover the necessary efforts required to advance the Park Projects pursuits identified during our 2022 engagement (\$2.25M in potential funding from federal and state programs).

Section A.3 – Cost and Terms

- A. The fee for the 12-month engagement to provide the Work described in **Section A.2** items **A** and **B** is \$5,000 per month, for a total not to exceed amount of \$60,000 per year.
- B. The fee for the 12-month engagement to provide the Work described in **Section A.2** items **C** and **D** is \$100,000 per year.
- C. If Client opts to pay the 12-month engagement in one lump sum at the start of work, Client will receive a 2% discount (\$3,200) applied to the annual fee, reducing the annual fee to \$156,800.

Consultant: Dig Deep Research, LLC

By: _____

Date: _____

Fernando Gonzalez, COO

Client: City of Fort Lupton

By: _____

Date: _____

Chris Cross, City Administrator



SUBJECT FOR DISCUSSION

Approve a Resolution Revising the Water and Sewer Infrastructure Investment Fee Schedule for 2023, Effective January 1, 2023.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Periodically, it is necessary to revise the Water and Sewer Plant Investment Fee Schedule. City staff conducted a survey of water and sewer taps in the surrounding region. Of the 6 communities surveyed, Fort Lupton fell on the bottom of the list. The average water tap fee is \$15,227.50 for a ¾" meter.

METRO Water Recovery is increasing tap fees to the system by \$410 per Single Family Equivalent (SFE).

Changes incorporated within this revision include:
Increasing the WWTP PIF to \$10,500 per SFE

FINANCIAL CONSIDERATIONS

Revising the respective fees will ensure that the City can adequately plan for the expansion of the WWTP and WTP without requiring additional debt.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

- Approve Resolution
- Delay approval
- Revise timing and/or amounts.

STAFF RECOMMENDATIONS

Staff recommends approval of the Resolution to provide adequate funding for future expansion of the WWTP and WTP.

Attachments:

- a. Resolution 2022Rxx.
- b. Revised Water and Sewer Plant Investment Fee Schedule.
- c. Survey of Water Tap Fees dated December 2022

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2022Rxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON ACTING AS THE FORT LUPTON UTILITY ENTERPRISE BOARD APPROVING THE WATER AND SEWER PLANT INVESTMENT FEE SCHEDULE, EFFECTIVE JANUARY 1, 2022.

WHEREAS, Section 13-124(a) of the Fort Lupton Municipal Code states the water plant investment fee shall be established, and amended from time to time, by written resolution of the Fort Lupton Utility Enterprise Board; and

WHEREAS, Section 13-27(a) of the Fort Lupton Municipal Code states the sewer plant investment fee shall be established, and amended from time to time, by written resolution of the Fort Lupton Utility Enterprise Board; and

WHEREAS, the water and sewer plant investment fee schedule is not adequate to provide for the expansion of the water and sewer treatment plants and for upgrades of the system; and

WHEREAS, it is necessary to raise these fees to reflect prevailing market rate trends and consistent with the needs of the City.

NOW THEREFORE BE IT RESOLVED that the City Council, acting as the Fort Lupton Utility Enterprise Board, hereby modify the plant investment fee requirements of Fort Lupton Municipal Code effective January 3, 2023 for new services.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 6th DAY OF DECEMBER 2022.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

CITY OF FORT LUPTON, COLORADO
WATER AND SEWER PLANT INVESTMENT FEE SCHEDULE
Effective January 1, 2023

Sewer Plant Investment Fees:

Residential 3/4" Water Service MF / Unit	1 SFE Considered Commercial by size	\$10,500.00
Commercial 3/4" Water Service	2 SFE	\$21,000.00
Commercial 1" Water Service	4.8 SFE	\$50,400.00
Commercial 1-1/2" Water Service	11 SFE	\$115,500.00
Commercial 2" Water Service	20 SFE	\$210,000.00
Commercial 3" Water Service	43 SFE	\$451,500.00
Commercial 4" Water Service	82 SFE	\$861,000.00
Commercial 6" Water Service	217.98 SFE	\$2,288,790.00

Water Plant Investment Fees:

Residential 3/4" service MF / Unit	1 SFE *Considered Commercial by size	\$ 8,000.00
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Commercial Water Plant Investment Fees:

Commercial 3/4" Service	2 SFE	\$16,000.00
Commercial 1" Service	4.8 SFE	\$38,400.00
Commercial 1-1/2" Service	11 SFE	\$88,000.00
Commercial 2" Service	20 SFE	\$160,000.00
Commercial 3" Service	43 SFE	\$344,000.00
Commercial 4" Service	82 SFE	** TBD
Commercial 6" Service	217.98 SFE	TBD

** Multifamily considered commercial enterprise*

***TBD = To be determined based on water annual usage*



SUBJECT FOR DISCUSSION

Approving a Resolution Amending the Policy for Records Management Requirements for Electronic Mail

SUMMARY STATEMENT/BACKGROUND DISCUSSION

In 2003 the City of Fort Lupton adopted a Records Retention Policy and as part of the policy, there is Section 40.100, Correspondence and General Documentation. This section defines what is correspondence, the types of correspondence media and the longevity of each document. General and routine documents have a retention of two years and the proposed policy is in compliance with the records retention section. Staff has been informed emails that have a longer retention period will need to be addressed on an individual basis.

The policy is being updated to set the auto-delete of Inbox, sent and deleted emails to twenty-four (24) months should the user not delete his/her email. This means that at 24 months and one day, emails will be auto-deleted by the system.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

1. Approving the Amendment to the Policy
2. Do not approve the amendment and refer staff to review other time periods.

STAFF RECOMMENDATIONS

Approve the proposed Policy for Records Management Requirements for Electronic Mail

Attachments:
a. Proposed Resolution
b. Policy

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2022xx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING AMENDMENTS TO THE POLICY FOR RECORDS MANAGEMENT REQUIREMENTS FOR ELECTRONIC MAIL

WHEREAS, in 2001 the City of Fort Lupton adopted the Model Municipal Records Retention Schedule; and

WHEREAS, retention of Correspondence and General Documentation are set forth in Section 40.100; and

WHEREAS, Correspondence and General Documents is separated into three (3) types: Enduring Long-Term Value, Routine Value and Transitory Value, all of which are described in the policy; and

WHEREAS, amendments are needed to the policy setting the city's email to auto-delete after twenty-four months should the user not delete his/her email; and

WHEREAS, setting electronic mail retention email will create space on the City servers for other records and data.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves the amendment to the Policy for Records Management Requirements for Electronic Mail set forth as Exhibit 'A'.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 6th DAY OF DECEMBER 2022.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña
City Clerk

Approved as to form:

Andy Ausmus, City Attorney

Policy for Records Management Requirements for Electronic Mail

Resolution 2022R

SECTION 1. INTRODUCTION

This policy applies to e-mail used within the City of Fort Lupton government and e-mail used conjointly with the Internet, and does not supersede any state or federal laws, nor any other government policies regarding confidentiality, information dissemination, or standards of conduct. Generally, e-mail should be used only for legitimate government business; however, brief and occasional e-mail messages of a personal nature may be sent and received if the following conditions are met.

SECTION 2. GENERAL GUIDELINES

Like paper records, electronic records are subject to the City's records retention schedule. E-mail communication is a type of electronic record; therefore use of e-mail communication has implications under the Colorado Open Records Act ("CORA"). This policy has been established in order to ensure that City staff practices comply with the statutory requirements of CORA, as well as the City's Records Retention Schedule. Certain types of correspondence are expressly not a public record, including that which is a "work product", as well as correspondence that is of extreme short-term value. Examples include drafts and worksheets, desk notes, copies of materials circulated for informational "read-only" purposes, announcements of meetings, advertisements, unsolicited conversational e-mails, and other records with preliminary or short-term informational value. These e-mails should be deleted as soon as they are read and are no longer useful.

SECTION 3. RESTRICTIONS

Personal use of e-mail is a privilege, not a right. Abuse of the privilege may result in appropriate disciplinary action. Employees need to keep in mind that all e-mail is recorded and stored along with the source and destination. Management has the ability and right to view employees' e-mail. The e-mails are subject to the requirements of CORA and the City's Records Retention Schedule. Employees should be aware that when sending an e-mail message of a personal nature, there is always the danger of the employees' words being interpreted as official government policy or opinion. If the content of the e-mail contains sensitive or confidential information the employee may use the following message at the end of the e-mail message: "The information transmitted is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material. If you receive this information in error, please delete or destroy the information."

Personal e-mail should not impede the conduct of government business; only incidental amounts of employee time--time periods comparable to reasonable coffee breaks during the day--should be used to attend to personal matters. Racist, sexist, threatening, or otherwise objectionable language is strictly prohibited. E-mail should not be used for any personal monetary interests or gain. Employees should not subscribe to mailing lists or mail services strictly for personal use. Personal e-mail should not cause the government to incur a direct cost in addition to the general overhead of e-mail.

SECTION 4. DEFINITIONS

(1) *Electronic mail message.* A record created or received on an electronic mail system including brief notes, more formal or substantive narrative documents, and any attachments which may be transmitted with the message.

(2) *Electronic mail receipt data.* Information in electronic mail systems regarding the date and time of receipt of a message, and/or acknowledgment of receipt or access by addressee(s).

(3) *Electronic mail system.* A computer application used to create, receive retain and transmit messages and other records. Excluded from this definition are file transfer utilities.

(4) *Electronic mail transmission data.* Information in electronic mail systems regarding the identities of sender and addressee(s), and the date and time messages were sent.

(5) *Electronic media.* All media capable of being read by a computer including computer hard disks, magnetic tapes, optical disks, mobile devices or similar machine-readable media.

(6) *Electronic record.* The information that is maintained in electronic format in a computer for computer processing and the product of computer processing of that information.

(7) *Electronic records system.* Any information system that produces, manipulates, and stores state records by using a computer.

(8) *Mailing list service.* An electronic mailing list hosting service (e.g., Listserv) used for discussions and announcements within a specified group of individuals. Subscribers to the service participate by sending information to and receiving information from the list using electronic mail messages.

(9) *Records management officer.* The person who administers the records management program established by City of Fort Lupton City Council.

(10) *Local government record.* Any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by a local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business. The term does not include:

- (A) Extra identical copies of documents created only for convenience of reference of research by officers or employees of the local government;
- (B) Note, journals diaries, and similar documents created by an officer or employee of the local government for the officer's or employee's personal convenience;
- (C) Blank forms;
- (D) Stocks of publications;
- (E) Library and museum materials acquired solely for the purposes of reference of display;
- (F) Copies of document in any media furnished to members of the public to which they are entitled under Chapter 552, Government Code or other state law;
- (G) Any records, correspondence, notes memoranda or documents, other than a final written agreement described by Section 2009.054(c), Government Code, associated with a state department of institution, local government, special district, or other political subdivision of the state participated as a party, facilitated as an impartial third party, or facilitated as the administrator of a dispute resolution system or organization.

SECTION 5. POLICY

It is the policy of City of Fort Lupton to provide for the efficient, economical and effective management of electronic mail records in accordance with Colorado Municipal Records Retention Schedule. This provides that the governing body of a local government or designated records management officer must administer a program for the management of records created, received, maintained, used, or stored on electronic media.

The City of Fort Lupton desires to adopt a policy for that purpose and to prescribe guidelines and procedures for the management of electronic mail and records for the interest of cost-effective and efficient recordkeeping, including long-term records retention.

SECTION 6. SCOPE

This policy applies to any electronic mail messages created, received, retained, used, or disposed of using the City of Fort Lupton's electronic mail system.

SECTION 7. RETENTION OF E-MAIL MESSAGES

General User Requirements: Users are required to understand the retention, deletion, and user-initiated duplication requirements for all e-mail messages sent or received by the user.

Non-Record E-mail Messages: Many e-mail messages may have transitory value and may be deleted by the user within eight (8) days after receiving the e-mail message. Non-record e-mail messages include meeting announcements, routine exchanges of information, those not related to City business and those that have no information value.

E-mail Messages to be Kept Longer than Two (2) Years:

E-mail messages that are deemed to be records as defined under “definitions” and based on their content and the City’s records retention schedule, must be retained longer than two (2) years are to be duplicated through a user-initiated duplication process. Such records are to be retained by the user electronically or in a paper format outside of the e-mail systems. They should be grouped with related records into classifications reflecting the business purpose to permit easy and timely retrieval of individual records and groups of related records, and should be retained in a usable format for the required retention period. User-duplicated e-mail messages should be complete, reasonable accessible (if a public record), manageable and secure for the full specified retention period.

User should be aware that e-mail messages and attachments, as well as information contained with the “Task” and electronic calendaring system, may be public information.

Sent E-mail Messages:

E-mail messages in the Sent Items folder will be deleted by the system automatically after twenty-four 24 months.

Deleted E-mail Messages:

E-mail messages of a transitory non-record nature that are deleted by system users prior to archiving are stored in the deleted items folder may be deleted by the user or the system will automatically delete after twenty-four (24) months.

SECTION 8. E-MAIL OF FORMER EMPLOYEES

Existing Messages:

The Human Resource Director shall notify IT, the separation of any employee or Councilmember and then IT will remove the former employee’s e-mail from any memberships and/or groups. The supervisor or Department Head must notify IT as soon as possible if there is a need for access to a former user’s e-mail messaging system mailbox or to automatically archived e-mail messages. E-mail of the terminated employee will be exported to PST and stored off the e-mail server.

Deleted Mailbox

After three (3) months, the former user's mailbox will be deleted from the e-mail messaging system. All files/PST of terminated employee will be permanently deleted after the three (3) years (this would be the exported e-mail "PST").

SECTION 9. USER RESPONSIBILITIES

It is the responsibility of the user of the e-mail system, with guidance and training from the Records Management Officer, to manage e-mail messages according to the government's established retention periods. It is the responsibility of the sender of e-mail messages within the government's e-mail system and recipients of messages from outside the government to retain the messages for the approved retention period. Names of sender, recipient, date/time of the message, as well as any attachments must be retained with the message. Except for listserv mailing services, distribution lists must be able to identify the sender and recipient of the message. User responsibilities may be mitigated by the use of a server level automated classification system.

SECTION 10. MAINTENANCE OF ELECTRONIC MAIL

Records created using an e-mail system may be saved for their approved retention period by one of the following:

- (1) Print message and file in appropriate hard copy file.
- (2) Place in specific folders on the Network Drive.

SECTION 11. DISPOSITION OF ELECTRONIC MAIL

The process for the legal disposition of government records (including electronic mail) is subject to the same documentation requirements as any other format or medium. This usually requires management permission and some type of disposition log to adequately document disposition and destruction of electronic records.

(a) Electronic records may be destroyed only in accordance with the Colorado Municipal Records Retention Schedule.

(b) the City of Fort Lupton must ensure that:

- (1) Electronic records scheduled for destruction are disposed of in a manner that ensure protection of any confidential information; and
- (2) Magnetic storage media previously used for electronic records containing confidential information are not reused if the previously recorded information can be compromised by reuse in anyway.

SECTION 12. VIOLATIONS OF THE POLICY

User may be disciplined for any conduct that is prohibited by or otherwise in violation of the policy. Employment with the City requires compliance with all City rules, regulations and policies. Violations of this policy may result in a reprimand, suspension or termination of access to the e-mail system, disciplinary action pursuant to the City's Personnel Rules and Regulations, up to and including termination from employment, a police investigation, and/or legal action in the form of criminal or civil penalties.

Amendments:

1. April 20, 2015
2. December 6, 2022



SUBJECT FOR DISCUSSION

Approving a Resolution Restating Liquor License Fees and Increasing Occupational Fees Effective December 6, 2022.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Pursuant to statute, the liquor license applications and retail license fees are set by the State of Colorado Department of Revenue ("DOR"). The City collects fees based on the DOR Liquor Enforcement Division Fee Schedule.

The City has historically been collecting the maximum amount allowed per the DOR Liquor Enforcement Division Fee Schedule on applications.

Pursuant to Fort Lupton Municipal Code (the "Code"), Section 6-33, The City hereby finds, determines and declares that, considering the nature of the business of selling at retail, fermented malt beverages or malt, vinous and spirituous liquors for beverage purposes and the relation of such business to the municipal welfare, as well as the relation thereof to the expenditures required by the City and that a proper, just and equitable distribution of cost burdens within the City and all other matters proper to be considered in relation thereto, the classification of said business as a separate occupation is reasonable, proper, uniform and nondiscriminatory and the amount of the fee hereby imposed by this Article is reasonable, proper, uniform and nondiscriminatory and necessary for a just and proper distribution of cost burdens of the City.

The Code also establishes an annual occupation fee upon the business of selling any fermented malt beverage or malt, vinous or spirituous liquors, except medicinal liquors, in the city, and the Code establishes for the setting of fees through a Resolution. The last increase in Occupational Fees was in 2011 set by Resolution 2011-049.

The Resolution will confirm the fees set forth by the DOR Liquor Enforcement Division and increase the Occupational Fee each by \$50.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

This section is reserved for staff's recommendation on the issue in question

Attachments: a. DOR Liquor Enforcement Division Fee Schedule
b. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Liquor Enforcement Division Fee Schedule

Application Fees

	Local Fee	State Fee
Application Fee	up to \$1000.00	\$1,100.00
Application Fee with Concurrent Review	up to \$1000.00	\$1,200.00
Application Fee Transfer of Ownership	\$750.00	\$1,100.00
Application Fee Additional Liquor-Licensed Drugstore	up to \$1000.00	\$1,100.00
Application Fee Additional Liquor-Licensed Drugstore with Concurrent Review	up to \$1000.00	\$1,200.00
Application Fee Manager Permit	N/A	\$100.00
Application Late Renewal Fee (Not more than 90-days of license expiration date)	\$500.00	\$500.00
Application Reissue Fee (More than 90-days but less than 180-days of license expiration date)	\$500.00	\$500.00
Application Reissue Fine (More than 90-days but less than 180-days of license expiration date)	\$25.00 a day beyond 90-day expiration date	\$25.00 a day beyond 90-day expiration date
Annual Renewal Application Fee	\$100.00	\$50.00
Annual Art Gallery Fee	\$100.00	\$0.00

Retail License Fees

	Local Fee City	State Fee City	Local Fee County	State Fee County
Art	\$41.25	\$308.75	\$41.25	\$308.75
Beer & Wine	\$48.75	\$351.25	\$63.75	\$436.25
Brew Pub	\$75.00	\$750.00	\$75.00	\$750.00
Club	\$41.25	\$308.75	\$41.25	\$308.75
Distillery Pub	\$75.00	\$750.00	\$75.00	\$750.00
Hotel & Restaurant	\$75.00	\$500.00	\$75.00	\$500.00
Hotel Restaurant with one Optional Premises	\$75.00	\$600.00	\$75.00	\$600.00
Each Additional OP License		\$100.00		\$100.00
Resort Complex	\$75.00	\$500.00	\$75.00	\$500.00
Campus Liquor Complex	\$75.00	\$500.00	\$75.00	\$500.00
Related Facility – Resort Complex	\$15.00	\$160.00	\$15.00	\$160.00
Related Facility – Campus Liquor Complex	\$15.00	\$160.00	\$15.00	\$160.00
Liquor-Licensed Drugstore	\$22.50	\$227.50	\$37.50	\$312.50
Lodging & Entertainment	\$75.00	\$500.00	\$75.00	\$500.00
Optional Premises	\$75.00	\$500.00	\$75.00	\$500.00
Racetrack	\$75.00	\$500.00	\$75.00	\$500.00
Retail Gaming Tavern	\$75.00	\$500.00	\$75.00	\$500.00
Retail Liquor Store	\$22.50	\$227.50	\$37.50	\$312.50
Tavern	\$75.00	\$500.00	\$75.00	\$500.00
Vintner's Restaurant	\$75.00	\$750.00	\$75.00	\$750.00
Fermented Malt Beverage On Premises	\$3.75	\$96.25	\$7.50	\$117.50
Fermented Malt Beverage Off Premises	\$3.75	\$96.25	\$7.50	\$117.50
Fermented Malt Beverage On/Off Premises	\$3.75	\$96.25	\$7.50	\$117.50

Local and State Issued Permit Fees

	Local Fee City	Local Fee County	State Fee
Art Gallery Permit	\$3.75	\$3.75	\$71.25
Bed & Breakfast Permit	\$3.75	\$3.75	\$71.25
Each Resort-Complex-Related Facility Permit	\$15.00	\$15.00	\$160.00
Special Event Permit			
Malt, Vinous and Spirituous Liquor	\$100.00	\$100.00	\$25.00 Per Day
Fermented Malt Beverage (3.2% Beer)	\$100.00	\$100.00	\$10.00 Per Day
Mini Bar Permit with Hotel Restaurant License	\$48.75	\$48.75	\$276.25

State License Fees

	Fee
Limited Winery License	\$70.00
Manufacturer's License (Distillery or Rectifier)	
On or after August 10, 2016, and before August 10, 2017	\$675.00
On or after August 10, 2017	\$300.00
Manufacturer's License (Brewery)	\$300.00
Manufacturer's License (Winery)	\$300.00
Nonresident Manufacturer's License (Malt Liquor)	\$300.00
Importer License	\$300.00
Wholesaler's Liquor License	
On or after August 10, 2016, and before August 10, 2017	\$800.00
On or after August 10, 2017	\$550.00
Wholesaler's Beer License	\$550.00
Public Transportation (dining, club or parlor car; plane; bus or other vehicle)	\$75.00

Additional Fees

	Local Fee	State Fee
Alternating Proprietor Licensed Premises	N/A	\$150.00
Change of Location	Not to exceed \$750.00	\$150.00
Change of Trade Name/Corporate Name	N/A	\$50.00
Corporate/LLC Change (Per Person)	\$100.00	\$100.00**
Duplicate License	N/A	\$50.00
Add Optional Premises to Hotel & Restaurant License	N/A	\$100.00
Limited Liability Change	N/A	\$100.00
Manager Registration (Hotel & Restaurant; Tavern; Lodging & Entertainment; Campus Liquor Complex)	\$30.00	\$30.00
Master File Background	N/A	\$250.00
Master File Location Fee (Per Location)	N/A	\$25.00
Modification of Premises	N/A	\$150.00
Sole Source Registration	N/A	\$100.00

State Only Issued Permits

	Fee
Winery Direct Shipper Permit	\$100.00
Wine Packaging Permit	\$200.00
Wine Festival Permit	\$25.00
Branch Warehouse or Warehouse Storage Permit	\$100.00
Retail Warehouse Storage Permit	\$100.00
Manager Permit Registration (Liquor-Licensed Drugstore)	\$100.00
Non-Contiguous Location (Winery/Limited Winery) Application	\$125.00
Non-Contiguous Location (Winery/Limited Winery) Renewal	\$100.00
Takeout and Delivery Permit Application	\$11.00
Takeout and Delivery Permit Renewal	\$11.00

**** The State Fee of \$100 only pertains to state-only issued licenses and does not apply to licenses issued by local licensing authorities**

RESOLUTION NO. 2022Rxxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON RESTATING FEES FOR APPLICATIONS AND LIQUOR LICENSES AND INCREASING OCCUPATIONAL FEES EFFECTIVE DECEMBER 6, 2022

WHEREAS, pursuant to statute, the liquor license applications and license fees are set by the State of Colorado Department of Revenue (“DOR”); and

WHEREAS, the City collects fees based on the DOR Liquor Enforcement Division Fee Schedule; and

WHEREAS, Section 6-33 and 6-34 of the City of Fort Lupton Municipal Code (the “Code”) establishes an annual occupation fee upon the business of selling any fermented malt beverage, malt, vinous or spirituous liquors, except medicinal liquors, in the city, and

WHEREAS, the Code establishes for the setting of fees through a Resolution; and

NOW THEREFORE be it resolved the fees for applications, retail license fees and annual occupation fees upon the business of selling fermented malt beverages, malt, vinous or spirituous liquors, except medicinal liquors are classified and established as set forth in Exhibit ‘A’ subject to change by City Council resolution.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 6TH DAY OF DECEMBER, 2022.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A

LIQUOR LICENSE APPLICATION FEES	RATE
1. New Application Fee	\$1,000.00
2. New Application with Concurrent Review	\$1,000.00
3. Transfer of Ownership Application Fee	\$ 750.00
4. Change of Location Application Fee	\$ 750.00
5. Renewal Application Fee	\$ 100.00
6. Late Renewal Application Fee (not more than 90-days of license expiration date)	\$ 500.00
7. Special Event Permit Application Fee	\$ 100.00
8. Tastings Permit Application Fee	\$ 100.00
9. Temporary Permit Application Fee	\$ 100.00
10. New Manager Registration Fee (H&R, Tavern, L&E)	\$ 30.00
11. Corporate/LLC Change (Per Person)	\$ 100.00
RETAIL LICENSE FEES	RATE
1. Arts	\$ 41.25
2. Beer and Wine	\$ 48.75
3. Brew Pub	\$ 75.00
4. Club	\$ 41.25
5. Distillery Pub	\$ 75.00
6. Hotel & Restaurant (H&R)	\$ 75.00
7. Liquor Licensed Drugstore (LLD)	\$ 22.50
8. Lodging and Entertainment (L&E)	\$ 75.00
9. Racetrack	\$ 75.00
10. Retail Liquor Store (RLS)	\$ 22.50
11. Tavern	\$ 75.00
12. Vintner's Restaurant	\$ 75.00
13. Fermented Malt Beverage (FMB)	\$ 3.75
OCCUPATION FEE	RATE
1. CLASS 'A' – Hotels & Restaurant, Tavern, Brew Pub, Distillery Pub, Vintner's Restaurant, Beer and Wine, and Lodging and Entertainment	\$225.00
2. CLASS 'B' – Retail Liquor Store	\$ 225.00
3. CLASS 'C' – Clubs	\$ 100.00
4. CLASS 'D' – Fermented Malt Beverage	\$ 100.00
5. CLASS 'E' – Liquor-Licensed Drugstores	\$ 100.00
6. CLASS 'F' – Arts	\$ 50.00
7. CLASS 'G' – Racetracks	\$ 100.00



SUBJECT FOR DISCUSSION

Approve a Resolution for Rate Increases for Green Fees and Cart Fees at Coyote Creek Golf Course for the 2023 Season.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Year after year rates need to be analyzed and adjusted to keep up with competition as well as meet revenue goals set by the budget.

Our last increase was in 2022 which was extensive. The goal moving forward is minimal increases annually to avoid these drastic measures in the future. The proposed increase for 2023 is \$1 for each green fee and \$1 for both 9 and 18 holes cart fees.

FINANCIAL CONSIDERATIONS

The 2023 revenue budget forecast was established using the requested rate increase.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Keep green and cart fees the same, knowing that more drastic fees will be necessary in the future.

STAFF RECOMMENDATIONS

Staff recommends approving a \$1 increase to all green and cart fees.

Attachments:

- a. Proposed Resolution
- b. Colorado Golf Association Rate Survey

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2022xxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING AN INCREASE TO THE GREEN FEES AT COYOTE CREEK GOLF COURSE.

WHEREAS, the City has not adjusted the Green Fees at Coyote Creek Golf Course since January 1, 2021; and

WHEREAS, an increase is warranted to stay competitive with other courses; and

WHEREAS, the increase is needed to offset several expenses and meet 2023 revenue numbers established in the budget.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves the proposed fee schedule as shown in Exhibit 'A' effective January 1, 2023.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 6th DAY OF DECEMBER 2022.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

Exhibit A
Effective January 1, 2023

Off Season	9 Hole Fees 2022		18 Hole Fees 2022
Mon-Fri	\$19		\$29
Mon - Fri Twilight	0		\$23
Senior	\$18		\$27
Junior	\$11		\$16
Weekend	\$22		\$30-\$45
Weekend Twi	0		\$25
Peak			
Mon-Fri	\$23		\$33
Mon - Fri Twilight	0		\$26
Senior	\$20		\$27
Junior	\$11		\$16
Weekend	\$27		\$37-\$52
Weekend Twi	0		\$27



2022 Public Golf Course Summer Green Fee Rates

		City	Type	Holes	RESIDENT		NON-RESIDENT		SENIOR	JUNIOR	AVERAGE
					Weekday	Weekend	Weekday	Weekend	Weekday	Weekend	
North Region	Boomerang Links	Greeley	M	18	\$ 39.00	\$ 39.00	\$ 39.00	\$ 39.00	\$ 36.00	\$ 20.00	\$ 39.00
	City Park Nine GC	Ft. Collins	M	9	\$ 22.00	\$ 22.00	n/a	n/a	\$ 20.00	\$ 16.00	\$ 22.00
	Collindale GC	Ft. Collins	M	18	\$ 41.00	\$ 44.00	n/a	n/a	\$ 36.00	\$ 29.00	\$ 42.50
	Colorado National GC	Erie	DF	18	\$ 57.00	\$ 75.00	\$ 57.00	\$ 75.00	\$ 45.00	\$ 20.00	\$ 66.00
	Haystack Mountain GC	Niwot	DF	9	\$ 15.00	\$ 16.00	\$ 15.00	\$ 16.00	\$ 12.00	\$ 12.00	\$ 15.50
	Highland Hills GC	Greeley	M	18	\$ 39.00	\$ 39.00	\$ 39.00	\$ 39.00	\$ 36.00	\$ 20.00	\$ 39.00
	Indian Peaks GC	Lafayette	M	18	\$ 54.00	\$ 68.00	\$ 54.00	\$ 68.00	\$ 47.00	\$ 34.00	\$ 61.00
	Mariana Butte GC	Loveland	M	18	\$ 48.00	\$ 50.00	\$ 48.00	\$ 50.00	\$ 48.00	\$ 24.00	\$ 49.00
	Olde Course at Loveland	Loveland	M	18	\$ 38.00	\$ 40.00	\$ 38.00	\$ 40.00	\$ 38.00	\$ 19.00	\$ 39.00
	Pelican Lakes G&CC	Windsor	Semi	27	\$ 79.00	\$ 79.00	\$ 79.00	\$ 79.00	\$ 71.00	\$ 25.00	\$ 79.00
	Quail Dunes GC	Ft. Morgan	DF	18	\$ 25.00	\$ 25.00	\$ 30.00	\$ 30.00	\$ 25.00	n/a	\$ 27.50
	Saddleback GC	Firestone	DF	18	\$ 46.00	\$ 63.00	\$ 46.00	\$ 63.00	\$ 40.00	Pay Age	\$ 54.50
	Southridge GC	Ft. Collins	M	18	\$ 41.00	\$ 44.00	n/a	n/a	\$ 36.00	\$ 29.00	\$ 42.50
	Sunset GC (9)	Longmont	DF	9	\$ 23.00	\$ 24.00	\$ 23.00	\$ 24.00	\$ 18.00	\$ 24.00	\$ 23.50
	Thorncreek Golf Course	Thornton	M	18	\$ 37.00	\$ 47.00	\$ 42.00	\$ 47.00	\$ 32.00	\$ 10.00	\$ 43.25
Co. Spgs.	Twin Peaks GC	Longmont	M	18	\$ 32.00	\$ 34.00	\$ 32.00	\$ 34.00	\$ 26.00	\$ 23.00	\$ 33.00
	Ute Creek GC	Longmont	M	18	\$ 39.00	\$ 44.00	\$ 39.00	\$ 44.00	\$ 32.00	\$ 25.00	\$ 41.50
	Cherokee Ridge GC	Co Springs	M	9	\$ 30.00	\$ 35.00	\$ 32.00	\$ 35.00	\$ 30.00	\$ 30.00	\$ 33.00
	Bear Dance, The GC at	Larkspur	DF	18	\$ 99.00	\$ 155.00	\$ 99.00	\$ 155.00	Tuesday	n/a	\$ 127.00
	King's Deer GC	Co Springs	DF	18	\$ 50.00	\$ 72.00	\$ 60.00	\$ 82.00	\$ 45.00	\$ 20.00	\$ 66.00
South	Patty Jewett GC	Co Springs	M	27	\$ 42.00	\$ 49.00	\$ 42.00	\$ 49.00	\$ 42.00	\$ 20.00	\$ 45.50
	Valley Hi GC	Peterson AFB	M	18	\$ 38.00	\$ 40.00	\$ 38.00	\$ 40.00	\$ 38.00	\$ 20.00	\$ 39.00
	Desert Hawk at Pueblo West	Pueblo	M	18	\$ 32.00	\$ 34.00	\$ 32.00	\$ 34.00	\$ 32.00	\$ 16.00	\$ 33.00
	Elmwood GC	Pueblo	M	27	\$ 29.00	\$ 31.00	\$ 29.00	\$ 31.00	\$ 25.00	\$ 12.00	\$ 29.80
	Hollydot GC	Colorado City	M	18	\$ 23.00	\$ 29.00	\$ 23.00	\$ 29.00	n/a	\$ 15.00	\$ 26.00
West	Walking Stick GC	Pueblo	M	18	\$ 34.00	\$ 36.00	\$ 34.00	\$ 36.00	\$ 30.00	\$ 12.00	\$ 35.00
	Lincoln Park GC	Grand Junction	M	9	\$ 14.00	\$ 14.00	\$ 20.00	\$ 20.00	n/a	\$ 7.00	\$ 17.00
	Redlands Mesa, GC at	Grand Junction	DF	18	\$ 85.00	\$ 85.00	\$ 95.00	\$ 95.00	n/a	n/a	\$ 90.00
Metro Denver Regulation 18	Tiara Rado GC	Grand Junction	M	18	\$ 19.00	\$ 20.00	\$ 40.00	\$ 48.00	n/a	\$ 12.00	\$ 31.75
	Applewood GC	Golden	DF	18	\$ 47.00	\$ 56.00	\$ 47.00	\$ 56.00	\$ 41.00	\$ 11.00	\$ 51.50
	Arrowhead GC	Littleton	DF	18	\$ 140.00	\$ 165.00	\$ 140.00	\$ 165.00	\$ 100.00	\$ 70.00	\$ 152.50
	Aurora Hills GC	Aurora	M	18	\$ 34.00	\$ 40.00	\$ -	n/a	\$ 28.00	\$ 23.00	\$ 24.67
	Broadlands GC	Broomfield	DF	18	\$ 49.00	\$ 59.00	\$ 54.00	\$ 64.00	\$ 39.00	Pay Age	\$ 54.00
	Broken Tee at Englewood	Englewood	M	27	\$ 33.00	\$ 42.00	\$ 33.00	\$ 42.00	\$ 26.00	\$ 17.00	\$ 37.50
	Buffalo Run GC	Commerce City	M	18	\$ 32.00	\$ 37.00	\$ 40.00	\$ 44.00	\$ 27.00	\$ 13.00	\$ 38.25
	City Park GC	Denver	M	18	\$ 36.00	\$ 49.00	\$ 36.00	\$ 49.00	\$ 25.00	\$ 14.00	\$ 42.50
	Coal Creek GC	Louisville	M	18	\$ 48.00	\$ 53.00	\$ 49.00	\$ 54.00	\$ 39.00	n/a	\$ 51.00
	CommonGround GC	Aurora	DF	18	\$ 53.00	\$ 53.00	\$ 72.00	\$ 72.00	\$ 43.00	\$ 20.00	\$ 62.50
	Coyote Creek GC	Ft Lupton	M	18	\$ 32.00	\$ 51.00	\$ 32.00	\$ 51.00	\$ 26.00	n/a	\$ 41.50
	Deer Creek GC	Littleton	Semi	18	\$ 53.00	\$ 72.00	\$ 53.00	\$ 72.00	n/a	\$ 25.00	\$ 62.50
	Eagle Trace GC	Broomfield	DF	18	\$ 30.00	\$ 42.00	\$ 30.00	\$ 42.00	\$ 38.00	\$ 25.00	\$ 36.00
	Flatirons GC	Boulder	M	18	\$ 40.00	\$ 45.00	\$ 40.00	\$ 45.00	\$ 35.00	\$ 41.00	\$ 42.50
	Foothills GC (36)	Denver	M	18	\$ 40.00	\$ 45.00	\$ 40.00	\$ 45.00	\$ 30.00	\$ 15.00	\$ 42.50
	Fossil Trace GC	Golden	M	18	\$ 49.00	\$ 59.00	\$ 79.00	\$ 89.00	\$ 36.00	\$ 30.00	\$ 69.00
	Fox Hollow GC (27)	Lakewood	M	27	\$ 54.00	\$ 62.00	\$ 61.00	\$ 70.00	\$ 40.00	\$ 24.00	\$ 61.75
	Green Valley Ranch GC	Denver	DF	27	\$ 55.00	\$ 85.00	\$ 65.00	\$ 85.00	\$ 55.00	\$ 39.00	\$ 72.50
	Heather Ridge, The GC at	Aurora	DF	18	\$ 27.00	\$ 39.00	\$ 32.00	\$ 40.00	\$ 28.00	\$ 18.00	\$ 34.50
	Heritage Eagle Bend GC	Aurora	Semi	18	\$ 24.00	\$ 30.00	\$ 63.00	\$ 69.00	n/a	\$ 35.00	\$ 46.50
	Todd Creek GC	Thornton	DF	18	\$ 60.00	\$ 70.00	\$ 60.00	\$ 70.00	n/a	\$ 40.00	\$ 65.00
	University Of Denver Golf Club	Highlands Ranch	Semi	18	\$ 65.00	\$ 77.00	\$ 72.00	\$ 84.00	\$ 77.00	\$ 48.00	\$ 74.50
	Hyland Hills, The Courses at (27)	Westminster	M	27	\$ 43.00	\$ 48.00	\$ 43.00	\$ 48.00	\$ 32.00	\$ 16.00	\$ 45.50
	Indian Tree GC	Arvada	M	18	\$ 39.00	\$ 39.00	\$ 47.00	\$ 47.00	\$ 36.00	\$ 21.00	\$ 43.00
	Kennedy GC (27)	Denver	M	27	\$ 36.00	\$ 49.00	\$ 36.00	\$ 49.00	\$ 25.00	\$ 14.00	\$ 42.50
	Lake Arbor GC	Arvada	M	18	\$ 28.00	\$ 31.00	n/a	n/a	\$ 26.00	\$ 10.00	\$ 29.50
	Thorncreek	Thornton	DF	18	\$ 35.00	\$ 42.00	\$ 40.00	\$ 45.00	\$ 30.00	\$ 10.00	\$ 40.50
	Legacy Ridge GC	Westminster	M	18	\$ 46.00	\$ 55.00	\$ 46.00	\$ 55.00	\$ 35.00	\$ 15.00	\$ 50.50
	Lone Tree GC	Littleton	M	18	\$ 51.00	\$ 54.00	\$ 65.00	\$ 70.00	\$ 54.00	\$ 27.00	\$ 60.00
	Meadow Hills GC	Aurora	M	18	\$ 41.00	\$ 48.00	\$ 41.00	\$ 48.00	\$ 32.00	\$ 48.00	\$ 44.50
	Omni Interlocken (27)	Broomfield	DF	27	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00		\$ 45.00	\$ 140.00
	Meadows GC, The	Littleton	M	18	\$ 42.00	\$ 52.00	\$ 45.00	\$ 55.00	\$ 30.00	\$ 15.00	\$ 48.50
	Murphy Creek GC	Aurora	M	18	\$ 46.00	\$ 57.00	\$ 46.00	\$ 57.00	\$ 37.00	\$ 30.00	\$ 51.50
	Omni Interlocken Resort GC (27)	Broomfield	R/SP	27	\$ 140.00	\$ 140.00	n/a	n/a	n/a	\$ 45.00	\$ 140.00
	Overland GC	Denver	M	18	\$ 36.00	\$ 49.00	\$ 36.00	\$ 49.00	\$ 25.00	\$ 14.00	\$ 42.50
	Park Hill GC(CLOSED)	Denver	DF	18	n/a	n/a	n/a	n/a	n/a	n/a	#DIV/0!
	Plum Creek	Castle Rock	DF	18	\$ 58.00	\$ 68.00	\$ 58.00	\$ 68.00	\$ 59.00	\$ 45.00	\$ 63.00
	Raccoon Creek GC	Littleton	DF	18	\$ 52.00	\$ 62.00	\$ 52.00	\$ 62.00	\$ 38.00	\$ 38.00	\$ 57.00
	Red Hawk Ridge GC	Castle Rock	M	18	\$ 68.00	\$ 78.00	\$ 78.00	\$ 88.00	\$ 59.00	\$ 32.00	\$ 78.00
	Ridge at Castle Pines North, The	Castle Rock	DF	18	\$ 86.00	\$ 94.00	\$ 115.00	\$ 155.00	n/a	n/a	\$ 112.50
	Riverdale GC (Dunes)	Adams County	M	18	\$ 37.00	\$ 45.00	\$ 40.00	\$ 49.00	n/a	n/a	\$ 42.75
	Antelope Hills	Bennett	DF	18							#DIV/0!
	Riverdale GC (Knolls)	Adams County	M	18	\$ 28.00	\$ 33.00	\$ 28.00	\$ 33.00	n/a	n/a	\$ 30.50
	Saddle Rock GC	Aurora	M	18	\$ 48.00	\$ 60.00	\$ 48.00	\$ 60.00	\$ 38.50	\$ 32.00	\$ 54.00
	South Suburban GC	Centennial	M	27	\$ 37.00	\$ 41.00	\$ 48.00	\$ 50.00	\$ 26.00	\$ 22.00	\$ 44.00
	Spring Valley GC	Elizabeth	DF	18	\$ 41.00	\$ 54.00	\$ 41.00	\$ 54.00	\$ 32.00	\$ 26.00	\$ 47.50
	Walnut Creek GP (H. at Westmoor)	Westminster	M	18	\$ 46.00	\$ 55.00	\$ 46.00	\$ 55.00	\$ 33.00	\$ 15.00	\$ 50.50
	Wellshire GC	Denver	M	18	\$ 36.00	\$ 49.00	\$ 36.00	\$ 49.00	\$ 25.00	\$ 14.00	\$ 42.50
	West Woods GC (27)	Arvada	M	27	\$ 42.00	\$ 50.00	\$ 42.00	\$ 50.00	\$ 32.00	\$ 20.00	\$ 46.00
	Willis Case GC	Denver	M	18	\$ 36.00	\$ 49.00	\$ 36.00	\$ 49.00	\$ 25.00	\$ 14.00	\$ 42.50
Metro											
	Evergreen GC	Evergreen	M	18	\$ 36.00	\$ 49.00	\$ 36.00	\$ 49.00	\$ 25.00	\$ 14.00	\$ 42.50
	Links GC, The	Highlands Ranch	DF	18	\$ 32.00	\$ 38.00	\$ 34.00	\$ 40.00	\$ 33.00	\$ 33.00	\$ 36.00
	Littleton Golf & Tennis	Littleton	M	18	\$ 30.00	\$ 34.00	\$ 35.00	\$ 39.00	\$ 30.00	\$ 21.00	\$ 34.50
	Springhill GC	Aurora	M	18	\$ 31.00	\$ 36.00	\$ 31.00	\$ 36.00	\$ 25.00	\$ 22.00	\$ 33.50
Metr	Homestead GC, The	Lakewood	M	18	\$ 44.00	\$ 49.00	\$ 48.00	\$ 53.00	\$ 34.00	\$ 20.00	\$ 48.50
	Foothills GC (36)	Denver	M	9	\$ 13.00	\$ 15.00	\$ 15.00	\$ 17.00	\$ 13.00	\$ 10.00	\$ 15.00
	Heather Gardens GC	Aurora	DF	9	\$ 10.00	\$ 10.00	\$ 18.00	\$ 23.00	\$ 15.00	\$ 9.00	\$ 15.25
Front Range Par 3 Courses	S. Suburban Family Sports Center	Centennial	DF	9	\$ 18.00	\$ 20.00	\$ 19.00	\$ 21.00	\$ 15.00	\$ 14.00	\$ 19.50
	Broken Tee at Englewood	Englewood	M	9	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 9.00	\$ 6.00	\$ 12.00
	Cattail Creek GC	Loveland	M	9	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 10.00	\$ 9.00	\$ 13.00
	Cherokee Ridge GC	Co. Springs	M	9	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 8.00	\$ 8.00	\$ 10.00
	CommonGround GC	Aurora	M	9	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	-	\$ 10.00
	Elmwood GC	Pueblo	M	9	\$ 14.50	\$ 14.50	\$ 14.50	\$ 14.50	\$ 12.50	\$ 8.00	\$ 14.50
	Emerald Greens GC	Denver	DF	9	\$ 8.00	\$ 8.00	\$ 13.00	\$ 13.00	n/a	\$ 7.00	\$ 10.50
	Foothills GC	Denver	M	9	\$ 9.00	\$ 9.00	\$ 11.00	\$ 11.00	\$ 11.00	\$ 6.00	\$ 10.00
	Green Valley Ranch GC	Denver	DF	9	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 10.00	\$ 15.00
	Harvard Gulch GC	Denver	M	9	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 8.50	\$ 7.00	\$ 15.00
	Hyland Hills, The Course at	Westminster	M	9	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 8.00	\$ 4.00	\$ 10.00
	Indian Tree GC	Arvada	M	9	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 8.00	\$ 13.00
	Kennedy GC	Denver	M	9	\$ 13.50	\$ 13.50	\$ 13.50	\$ 13.50	\$ 8.50	\$ 7.00	\$ 13.50
	South Suburban GC	Centennial	M	9	\$ 11.00	\$ 13.00	\$ 14.00	\$ 16.00	\$ 10.00	\$ 5.00	\$ 13.50

Notes: n/a = numbers were not provided.

Green Fees in grey were not submitted, obtained through the Internet.



SUBJECT FOR DISCUSSION

The Great Outdoors Colorado (GOCO) has Awarded the City of Fort Lupton a Full Application for a Community Impact Grant in the Amount of \$790,000 to Assist in the Construction of the Community Center Park Renovation Project.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Recreation Department submitted a Concept Letter to GOCO on November 3, 2022 and was awarded a full application for the Community Center Park Renovation Project on November 17, 2022. Staff would like to submit the full application for a Community Impact Grant for the amount of \$790,000. A requirement of GOCO grant application is a resolution of support for the project from the City of Fort Lupton City Council. If a resolution is approved, the application will be finalized and submitted to GOCO by January 5, 2023. As a recipient of a GOCO grant that the City must provide a timeline for completion, property ownership, public access, wildlife review, site visits and grant amount with match requirements. City Council would also agree to maintain the Community Center Park Renovation Project in a high-quality condition and will appropriately fund for maintenance in its annual budget. If the grant is awarded, the Fort Lupton City Council would need the Mayor or City Administrator to sign the grant agreement with Great Outdoors Colorado. Staff is currently crafting the grant application narrative and assembling/preparing support documents for the application.

FINANCIAL CONSIDERATIONS

Additional funding for the Community Center Park Renovation Project will help complete the master plan (attachment B).

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

Seek additional funding from other grant agencies.

STAFF RECOMMENDATIONS

Staff recommends to submit a full application with Great Outdoors Colorado (GOCO) Community Impact Grant for the amount of \$790,000 for the Community Center Park Renovation Project.

Attachments: a. GOCO Full Application
 b. Master Plan

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



COMMUNITY IMPACT PROGRAM

Great Outdoors Colorado's (GOCO) Community Impact Program seeks to enhance a community's quality of life and access to the outdoors through investments in capital infrastructure projects and the community-driven processes that inform them. We believe when partners work together with community members in project visioning and design, and when processes elevate unheard voices, outdoor connections are more impactful and communities become more cohesive and inclusive.

People and communities experience a multitude of benefits from an increased connectedness to the outdoors ranging from improvement to physical and psychological health, to diversified local economies, to educational impacts and more. Funding for the outdoors can also be a meaningful equity lever in Colorado – and a means to address issues of disparity and disproportionality. When developing local projects, we ask partners to consider the multi-faceted benefits of outdoor recreation and outdoor education and advance the most needed and urgent projects that will serve the highest and best interests of their communities.

Through this program, GOCO invites partners to apply for funding to develop and revitalize parks, trails, school yards, fairgrounds, environmental education facilities, and other outdoor projects as identified and prioritized by the communities they serve. To facilitate project outcomes, applicants may request funding, as needed, for the following components:

- Local capacity building through investments in existing staff, community members, and/or consultants
- Community planning, organizing and collaboration to identify existing barriers to outdoor experiences and solutions for overcoming them
- Land acquisitions
- Site-specific, community-centered design
- Storytelling, project communications, and celebrations

Proposed projects must reflect one or more of GOCO's program values as identified in our [2020 strategic plan](#) and outlined later in this document. These values are intentionally open to interpretation and definition by our partners; how they are or could be reflected in each community is unique. And not every project will integrate multiple values. Projects that demonstrate several values, as well as projects that embody a singular value, can have



meaningful impacts and significant merit.

GOCO regional program officers look forward to working with partners on project visioning and development to ensure your valuable time is spent on projects that will compete well in this program. Please connect with us early so that we can provide guidance on competitive proposals, review our concepting to application framework, and have our team provide feedback on draft materials. We know the community needs of our statewide network are vast and we look forward to hearing your ideas and working with you to advance projects throughout Colorado.

ABOUT US: GOCO invests a portion of Colorado Lottery proceeds to help preserve and enhance the state's parks, trails, wildlife, rivers, and open spaces. Our independent board awards competitive grants to local governments and land trusts and makes investments through Colorado Parks and Wildlife. Created by voters in 1992, GOCO has committed more than \$1.3 billion in lottery proceeds to more than 5,300 projects in all 64 counties without any tax dollar support. For more information, please visit www.GOCO.org.

General Guidance and Grant Information

BEFORE YOU BEGIN: Contact your GOCO regional program officer to discuss your project in detail using the contact information on our staff [webpage](#). Together, you will determine whether your vision will compete well in the Community Impact Program.

APPLICANT ELIGIBILITY: This program is open to entities eligible to receive GOCO local government and open space funds as listed below. Ineligible entities can partner with an eligible entity to apply. As always, GOCO strongly encourages partnerships.

- a. Colorado municipality or county
- b. Title 32 special district eligible to receive distributions from the Conservation Trust Fund
- c. Political subdivision of the State of Colorado that includes in its mission the identification, acquisition, or management of open space and natural areas
- d. 501(c)(3) non-profit land conservation organization that includes in its mission the identification, acquisition, or management of open space and natural areas, e.g., land trusts
- e. Colorado Parks and Wildlife

APPLYING: Applicants should work with their regional officer through a concepting process, which can take several months or longer depending on the proposal. GOCO will accept draft concept papers on a rolling basis and can provide feedback. As part of an iterative process, staff



will reflect on the readiness and competitiveness of a proposal and make recommendations regarding a concept paper submission. Staff collectively considers all concept papers submitted in a cycle and will invite the most competitive projects to submit a full application.

GOCO may ask clarifying questions of applicants at the concept or application stage to better understand your project. Staff may coordinate site visits to learn more about the opportunities in a community and hear more from the residents and stakeholders involved in planning processes. We may also seek additional written information for certain proposals. The content of conversations and any additional information submitted become part of the concept or application and open for discussion during staff or peer review as a means of vetting the merit of individual projects. All application materials and related communications may be subject to Colorado Open Records Act requests.

PROGRAM VALUES: Projects should encompass one or more of GOCO's program values as identified in our [2020 strategic plan](#):

Resource conservation | We value strategic land conservation and resource protection work.

Outdoor stewardship | We support sustainability of and improvements to the state's natural and recreational resources.

Community vitality | We invest in conservation and outdoor recreation efforts that support communities and quality of life.

Equitable access | We partner with communities to break down barriers to the outdoors.

Youth connections | We believe children and their families deserve opportunities to get outside and experience all the benefits of doing so.

GRANT AMOUNT AND MATCH REQUIREMENTS: GOCO will consider grant requests between \$100,000 and \$1,000,000, with consideration for requests outside that range on a case-by-case basis. Please remember that GOCO serves communities throughout Colorado and appreciates applicants keeping requests reasonable and reflective of expected outcomes. Applicants will work with their GOCO regional program officer to customize a match amount for your project based on your community's ability to match and to identify expenses eligible as match.



TIMELINE FOR COMPLETION: Applicants will work with their GOCO regional program officer to customize a timeline for your project based on the various deliverables. GOCO will prioritize projects that will begin immediately upon notice of award or execution of a grant agreement.

PROPERTY OWNERSHIP: The applicant or partner entity must own or have control over the property upon which the proposed project will take place. GOCO requires a formal agreement between parties when the applicant is not the owner or controlling entity. Applicants seeking funding for projects involving federal land must discuss the proposal with GOCO staff prior to submitting a concept paper or application. GOCO cannot fund the recreational development of a property that a government entity condemned specifically for that recreational development. GOCO may consider participating in recreational development on lands previously acquired through condemnation for a purpose *other* than recreational development.

PUBLIC ACCESS: The public must have reasonable public access to any project funded by GOCO.

WILDLIFE REVIEW: Applicants should work with their GOCO regional program officer and the local CPW Area Wildlife Manager (AWM) to understand, document, and mitigate any impacts to wildlife habitat. We ask that you contact the AWM well in advance of the application deadline.

SITE VISITS: GOCO staff may conduct site visits scheduled in collaboration with the project leads identified in the concept paper or application.

ELIGIBLE COSTS AND MATCH: The following table, though not comprehensive, outlines specific eligible costs for this program. Please discuss any potential project expenses with GOCO to determine the eligibility of those expenses prior to applying.

ELIGIBLE COSTS
Costs associated with project planning/coordination/implementation/communications/celebration
Staff expenses incurred by the applicant and any contracted service providers for professional services directly related to project outcomes and administration.
Costs of surveys, engineering, design, GIS/mapping, land acquisition due diligence costs, etc.
Costs associated with volunteer engagement and retention, e.g., prizes, awards, food, etc.

PROPOSAL REVIEW: The guidelines and criteria that inform GOCO's project review and decision-making process is available on our [website](#). GOCO strives to support applicants through the application process with feedback and guidance to minimize the investment of partner time and resources on concepts and applications deemed less competitive. GOCO is committed to a



fair, equitable, and efficient review process from concept papers to applications and will use a consensus-based process to arrive at funding recommendations. GOCO relies upon the collective wisdom of reviewers rather than vesting power or authority in individual reviewers.

GOCO staff will review concept papers on a rolling basis, prior to the concept paper submission deadline for the concurrent grant cycle. The concepting stage is an iterative process between GOCO's regional program officers and partners to generate the best possible proposal for any given grant round. GOCO staff will evaluate the merit of each proposal and assess the project's relative potential to help advance one or more of GOCO's program values. The review is comprehensive across GOCO's four base programs – Community Impact, Stewardship Impact, Planning & Capacity, and Land Acquisition. GOCO staff will invite successful concept paper applicants to submit a full application and will provide feedback to unsuccessful applicants.

Invited applications submitted by the due date are subject to a formal peer review process where GOCO will convene a group of peer reviewers to evaluate project merit. Reviewers will assess each application, including any additional supplemental or clarifying information submitted. As with the concept paper review, GOCO will provide feedback to unsuccessful applicants.

Grant Administration Information

If a grant is awarded, GOCO will assign a Grants Officer to work with the project lead on all aspects of grant administration including execution of a grant agreement, due diligence items, reporting criteria, grant payment options, and signage requirements.

GOCO prefers to disburse funds on a reimbursement basis with a single payment occurring when the project is completed. However, grantees can request one progress payment of up to 75% of the grant amount prior to project completion with the remaining 25% paid upon project completion. Should either reimbursement option create barriers for project completion, please discuss available alternatives, including partial advanced payments, with your regional program officer.

Please contact a Grants Officer now if additional grant administration information is a necessary consideration prior to application. You can find relevant contact information at the link below.

Contact



Our Grant Programs team is available to discuss your project and proposal so feel free to reach out using the contact information found on our staff [webpage](#). We look forward to working with you!

Checklist

To ensure equity among applicants we ask that you adhere to the following when submitting materials. Please do not submit additional documents outside of those requested below.

- ☐ Project Summary Information form
- ☐ Responses to Proposal Narrative prompts
 - ☐ Limit narrative responses to 6 pages
 - ☐ Use 11 pt or larger font and 1-inch margins for formatting
 - ☐ Do not include letterhead or organizational logos as part of the narrative
 - ☐ Please limit the use of hyperlinks. Hyperlinks to other materials, such as a project website, may be included to demonstrate project elements that cannot be illustrated as an attachment due to scope or file size.
- ☐ Budget and optional budget narrative*
- ☐ Resolution from governing body of each applicant
- ☐ Wildlife Review*
- ☐ Indication of support (up to five e.g. letters of support from partners, community members, volunteers; summary of media articles, broadcasts; testimonials, etc.)
- ☐ Applicants may consider providing the following attachments:
 - ☐ Maps or diagrams (up to two pages; highly recommended to provide a sense of location, community assets, and scope of work)
 - ☐ Planning documents (extract up to two pages of pertinent information, e.g. infographic, process outlines, comments, data)
 - ☐ Photos (up to two pages)
 - ☐ Timeline

* Please use the template or form provided on the [program page](#).



Project Summary Information

Project Title:

Applicant
Organization(s):

Applicant
Name(s):

Partner Organization (if applicable):

Partner Name (if applicable):

Amount Requested:

Estimated Total Project Cost:

Estimated Grant Period (years):

Brief Project Description (limit to space provided without expanding the text box; use 10 pt font)



Proposal Narrative

Please submit a concise narrative using the following prompts. Responses need not follow the formatting below but should answer all considerations put forth. Please limit narrative responses to 6 pages:

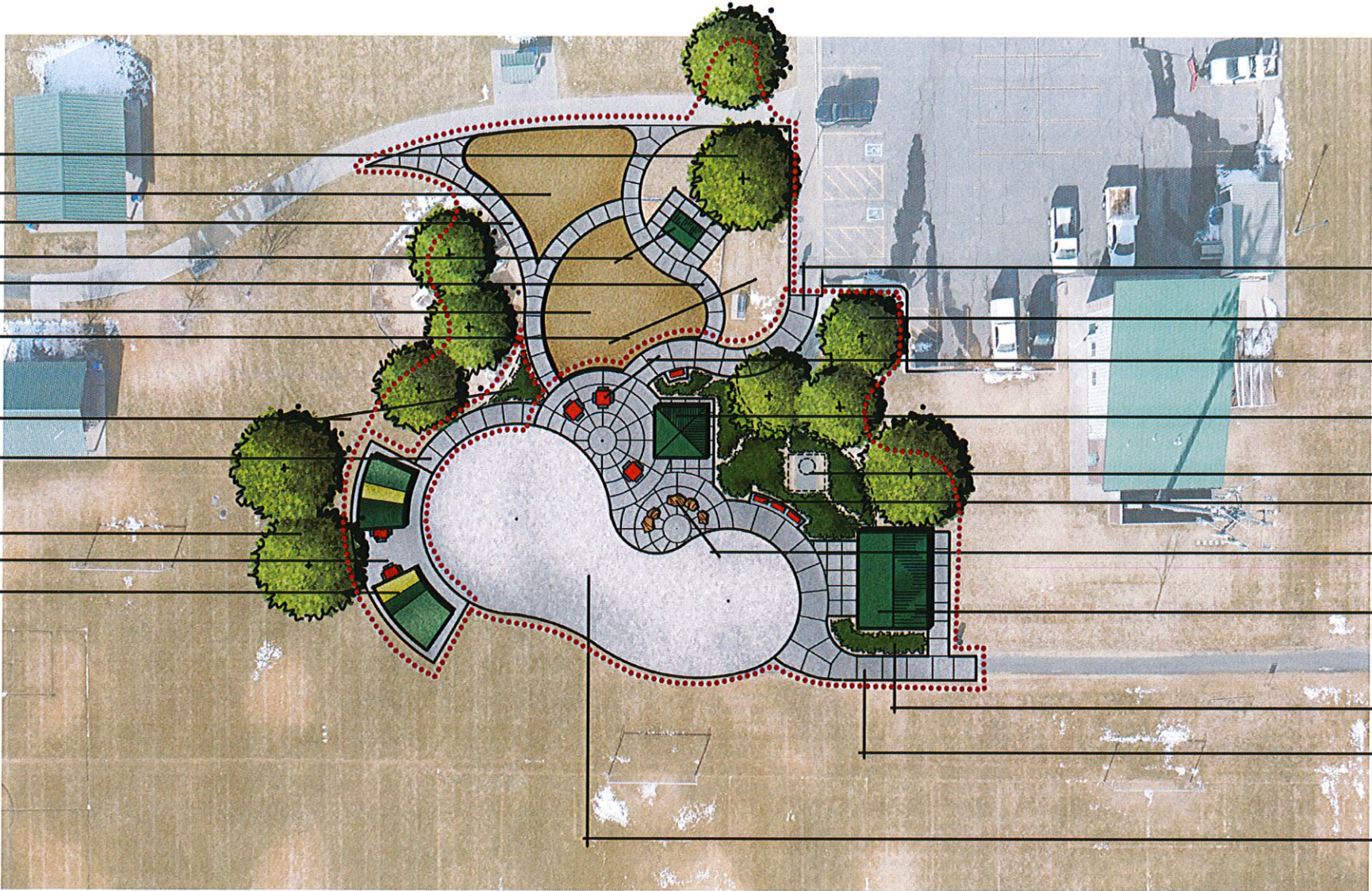
- Describe the proposed project and the community need it will address related to outdoor recreation and/or outdoor education. Discuss the multi-faceted benefits of this project and how it will enhance your community's quality of life.
- Reflect on the community-driven nature of this project and what that means for your community. Discuss efforts to date or any anticipated work to involve community members in project visioning and design and to elevate unheard voices in your community.
- Reflect on the intended outcomes of your project and the multiple benefits it will provide for your community and discuss the partnerships you have or will pursue to achieve those benefits. Discuss the nature of each partnership and what it will bring to the table.

FUTURE PROJECT - PLAYGROUND

- (5) SHADE TREES
- INTERMEDIATE PLAYGROUND
- 6' WIDE CONCRETE WALK
- RELOCATED SHADE STRUCTURE
- 6' WIDE CONCRETE WALK
- PRIMARY PLAYGROUND
- BLUEGRASS SOD

PHASE 2 - SHADE STRUCTURE

- LANDSCAPE BED
- 6' WIDE CONCRETE WALK
- (2) SHADE TREES
- PICNIC TABLES
- CUSTOM SHADE STRUCTURE



PHASE 1 - SPLASHPAD

- 8' WIDE CONCRETE WALK
- (4) SHADE TREES
- PLAZA WITH PICNIC TABLES
- PRE-FABRICATED SHADE STRUCTURE WITH TABLES
- SPLASHPAD TANK ACCESS
- BENCHES, TYP.
- SANDSTONE BOULDER SEATING IN OPEN PLAZA AREA
- PRE-FABRICATED RESTROOM AND SPLASHPAD MECHANICAL EQUIPMENT ROOM & STORAGE
- LANDSCAPE BEDS, TYP.
- 8' WIDE CONCRETE WALK CONNECTING TO EXISTING CRUSHER FINES TRAIL
- SPLASHPAD FEATURE

SPLASHPAD IMPROVEMENT AREA

SCALE: 1" = 20'-0"

PLAYGROUND EQUIPMENT EXAMPLES (FUTURE PROJECT)



PRIMARY EQUIPMENT EXAMPLE



INTERMEDIATE EQUIPMENT EXAMPLE

SITE STRUCTURES EXAMPLES



PREFAB SHADE STRUCTURE EXAMPLE



RESTROOM/EQUIPMENT ROOM EXAMPLE

SITE FURNITURE EXAMPLES



SITE PLANTING EXAMPLES



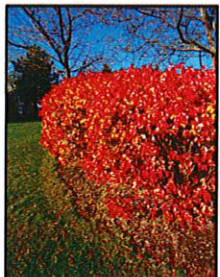
FEATHER REED GRASS



GRO-LOW SUMAC



RED SWITCH GRASS



DWARF BURNING BUSH

DHM DESIGN

900 S. Broadway
Suite 300
Denver, CO 80209
303.892.5556
www.dhmdesign.com

REUSE OF DOCUMENT
This document is the property of DHM Design Corp. The idea and design incorporated on this document is an instrument of professional service and shall not be used for any other project without written authorization of DHM Design Corp.

RECREATION CENTER SPLASHPAD

CITY OF FORT LUPTON

203 S HARRISON AVE., FORT LUPTON, CO. 80621

PROJECT NUMBER: 22024.00

DATE: 02.15.2022

DESIGNED:

DRAWN:

CHECKED:

REVISIONS:

REVISION DATE:

JOB DESCRIPTION:

MASTERPLAN

SHEET TITLE:

SHEET NUMBER:



SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Appointment of Claud Hanes by the Mayor to the Fort Lupton Urban Renewal Authority (Authority) as a City Council Representative for a Five-year Term Beginning January 16, 2023 and Ending January 16, 2028.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Pursuant to the bylaws of the Fort Lupton Urban Renewal Authority, the Authority may consist of nine (9) members and one (1) alternate who shall be appointed by the Mayor, with the consent of City Council. One member shall be an elected official that is currently serving on the Fort Lupton City Council at the time of appointment to the Board.

The current City Council representative's term ends on January 16, 2023. Councilmember Claud Hanes has expressed interest in serving as the City Council representative to the Authority and his application has been reviewed and accepted by the Mayor.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

1. Approve a resolution appointing Claud Hanes as City Council representative to the Authority; or
2. Do not approve a resolution appointing Claud Hanes as City Council representative to the Authority.

STAFF RECOMMENDATIONS

Staff recommends approval of the Resolution appointing Claud Hanes as the City Council representative on the Fort Lupton Urban Renewal Authority for a five-year term beginning January 16, 2023 and ending on January 16, 2028.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2022Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE APPOINTMENT OF CLAUD HANES AS A CITY COUNCIL REPRESENTATIVE TO THE FORT LUPTON URBAN RENEWAL AUTHORITY FOR A FIVE-YEAR TERM BEGINNING JANUARY 16, 2023 AND EXPIRING JANUARY 16, 2028

WHEREAS, the Fort Lupton Urban Renewal Authority's (Authority) Bylaws find that one member shall be an elected official that is currently serving on City Council at the time of appointment to the Authority; and

WHEREAS, the term of the City Council representative to the Authority has expired; and

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

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby appoints Claud Hanes for a five-year term expiring on January 16, 2028 to the Fort Lupton Urban Renewal Authority.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 6th DAY OF DECEMBER 2022.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approving the Agreement With LastPass for Encryption of Passwords for an Amount not to Exceed \$17,280.00 Allocated From the General Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Eighty percent of data breaches are caused by weak, reused or stolen passwords. LastPass will allow our staff to save their passwords in an encrypted format, requiring them to remember one password called a master password. This master password will need to be a 16+ alphanumeric with special characters that the end user will be in charge of keeping. Passwords for work related information would be available to the staff to create as they need and comes with an automated password generator as well, which is recommended so that there is no more writing down or keeping those passwords in a spreadsheet or post it note. The subscription based will be paid out annually in the amount of \$5,760.00 for 100 users over the course of 3yrs. With the subscription the City would be able to give the employees the ability to help keep us CyberSafe as a business as well as giving the employee the opportunity to get an account for their personal use. If an employee has an account and leaves, once the business account is deactivated the employee would be notified on their personal account that they need to either pay their own, move to a free account or they can choose to discontinue the service. The password manager will show end users if they have repetitive passwords and allows the employee to change or keep their passwords up to date. The City can also force policy so that the business passwords cannot be exported, keeping the accounts safe if an employee leaves for any reason. With the Password Manager in place, staff will no longer need to try and recreate a password on their own that they need to try and remember as it will all be stored for them securely. There would be no more saving passwords in a browser (which is clear text). With CyberSecurity on the rise, IT is looking to enforce a minimum password complexity from 8 characters to 16, keeping in line with the new standards of password protection.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

1. The city determines that a Password Manager is not needed and we continue to allow users to save their passwords either in clear text, spreadsheets or another format that is not encrypted.
2. The City decides to rely on individual departments to provide a resource for a Password Manager for their own staff.

STAFF RECOMMENDATIONS

IT recommends using LastPass as the Cities Password Manager for securing and helping to keep the City stay away from that 80% of data breaches being caused by weak, reused or stolen passwords.

Attachments: a. Order Form/Quote

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



LastPass US LP
333 Summer Street
Boston, MA 02210

ORDER FORM

CONTACT INFORMATION.

Customer: City of Fort Lupton
Address: 130 S. McKinley Ave, Fort Lupton, CO USA, 80621

Main Contact: Travis Aksamitowski
Email: taksamitowski@fortluptonco.gov
Phone: (303) 720-8793

LastPass Account Email: taksamitowski@fortluptonco.gov

VAT/TVA/ABN Number:

LastPass Representative:

Name: Josh Valli
Email: josh.valli@goto.com
Phone: (510) 246-1571
Fax:

QUOTE OR OID #: 00381687
UID #: 6011058464
COL Opp ID #: 2211176738846

Quote Date: 11-28-2022

Quote Expiration Date: 12-30-2022

TERM & BILLING INFORMATION.

Term and Billing Frequency: Annual Annual

Payment Method: Invoice

AGREEMENT.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, BY SIGNING AND RETURNING THIS ORDER TO LASTPASS, YOU CONFIRM THIS IS AN ORDER FOR THE SERVICE(S) LISTED HEREIN AND AGREE TO THE [TERMS OF SERVICE](#) WHICH APPLY TO YOUR CONTINUED USE OF ALL SERVICES AND SHALL PREVAIL OVER ANY TERMS OTHERWISE REFERENCED IN A PURCHASE ORDER.

Supplemental Terms: Notwithstanding anything to the contrary in the Agreement, the following supplemental Terms apply:

- By signing this Order, you are revising your subscription(s) for Product(s) previously purchased. All previous subscriptions will be removed from your account and replaced with the Product(s) and new term on this Order. You will receive a prorated credit to your account for any prepaid and unused amounts, based on the remaining term on your previous subscriptions and the Effective Date of this Order.

Purchase Order Process:

If the order is in excess of 50k USD, or equivalent, LastPass requires a PO with the executed Order in the name of the contracting entity noted above. Please complete:

Require a PO?

Requires a PO, see below:

Customer PO#:

PO Expiration Date (if applicable):

SIGNATURES. By signing below, the signatory represents it is legally authorized to enter into the Agreement and agrees to be bound to all terms contained in the Agreement.

CUSTOMER: City of Fort Lupton

Signature:

Name:

Title:

Date:

Customer Authorized Signatory

If Billing Contact is different than above, please provide:

Billing Address:

Billing/Invoicing Contact:

Telephone:

Email:

SERVICES & FEE SUMMARY. You agree to use the Services in accordance with the terms. All fees are exclusive of VAT, GST and any other applicable taxes and/or fees.

Product Name	Purchase Type	Contract Term (Months)	Contract Type	Quantity	Unit Price (Monthly)	Total Price
LastPass Bus	New	39	Annual Annual	100	USD 4.43	USD 17,280.00
TOTAL AMOUNT:						USD 17,280.00



SUBJECT FOR DISCUSSION

Approving a Resolution Reconstituting the Appointment of Directors to the Board of Director of North Land Industrial Metropolitan Districts Nos. 1 & 2

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The North Land Industrial Metropolitan District Nos. 1 & 2 (each a “District” and collectively, the “Districts”) are statutory special districts located wholly within the boundaries of the City of Fort Lupton. The Districts operate pursuant to each District’s service plan.

The boards of directors for the Districts are entirely vacant and the Districts are unable to take any formal action, which has resulted in the interruption of services provided by the Districts. The City Council is authorized to appoint individuals to a district’s board of directors if the district’s board of directors is entirely vacant and the failure to appoint a new board will result in the interruption of services that are provided by the district, pursuant to § 32-1-905(2.5), C.R.S. The City Council has received requests for appointment to each District’s board of directors from the following qualified individuals within the District: Robert Brandt, Shane Olson, Triston Land-Clow, Warren Burke, and Lloyd Land (collectively, the “Proposed Directors”).

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

The appointment of the Proposed Directors will facilitate each Districts compliance with local government laws and allow each District to resume services as contemplated by each District’s service plan.

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

- Attachments:**
- a. Proposed Resolution
 - b. Letter from Jennifer Gruber Tanaka, Shareholder
White Bear Ankele Tanaka & Waldron

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Resolution No. 2022R_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON APPOINTING DIRECTORS
TO THE BOARDS OF DIRECTORS OF NORTH LAND INDUSTRIAL
METROPOLITAN DISTRICT NOS. 1 & 2**

WHEREAS, the North Land Industrial Metropolitan District Nos. 1 & 2 (each a “District” and collectively, the “Districts”) are statutory special districts located wholly within the boundaries of the City of Fort Lupton, Colorado; and

WHEREAS, the Districts operate pursuant to each District’s service plan; and

WHEREAS, the boards of directors for the Districts are entirely vacant and the Districts are unable to take any formal action, which has resulted in the interruption of services provided by the Districts; and

WHEREAS, the City Council is authorized to appoint individuals to a district’s board of directors if the district’s board of directors is entirely vacant and the failure to appoint a new board will result in the interruption of services that are provided by the district, pursuant to § 32-1-905(2.5), C.R.S.; and

WHEREAS, the City Council has received requests for appointment to each District’s board of directors from the following qualified individuals within the District: Robert Brandt, Shane Olson, Triston Land-Clow, Warren Burke, and Lloyd Land (collectively, the “Proposed Directors”); and

WHEREAS, the City Council finds that appointment of the Proposed Directors will facilitate each Districts compliance with local government laws and allow each District to resume services as contemplated by each District’s service plan.

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

1. Necessity of Appointment. The City Council determines that failure to appoint qualified individuals to the board of directors for the District will result in the continued interruption of District services and result in noncompliance with certain state laws pertaining to local governments.

2. Appointment of Directors. Pursuant to § 32-1-905(2.5), C.R.S., the City Council hereby appoints the following qualified individuals to serve as directors for each District for the terms stated herein:

Robert Brandt	Appointed to fill vacancy and to serve until the next election described in paragraph 3 herein.
Shane Olson	Appointed to fill vacancy and to serve until the next election described in paragraph 3 herein.
Triston Land-Clow	Appointed to fill vacancy and to serve until the next election described in paragraph 3 herein.
Warren Burke	Appointed to fill vacancy and to serve until the next election described in paragraph 3 herein.
Lloyd Land	Appointed to fill vacancy and to serve until the next election described in paragraph 3 herein.

3. Election. Each District's board of directors shall hold a special district election on May 2, 2023, to elect directors pursuant to the Special District Act, Article 1 of Title 32, C.R.S., the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S.; and the Colorado Local Government Election Code, Article 13.5 of Title 1, C.R.S.

[Remainder of Page Intentionally Left Blank].

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF
THE CITY OF FORT LUPTON, COLORADO, THIS 6TH DAY OF DECEMBER 2022.**

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Jennifer Gruber Tanaka
Shareholder

303-858-1800
jtanaka@wbapc.com

November 17, 2022

VIA E-MAIL

City Council
c/o Andrew Ausmus, Esq., City Attorney
City of Fort Lupton
130 S McKinley Avenue
Fort Lupton, CO 80621

Re: City Appointment of Board Members for the Boards of Directors of the North
Land Industrial Metropolitan District Nos. 1 & 2

Dear Council Members and Mr. Ausmus:

It has recently come to our attention that the Boards of Directors (each a “Board” and collectively, the “Boards”) for the North Land Industrial Metropolitan District Nos. 1 & 2 (collectively, the “Districts”) are vacant due to a clerical oversight with the qualification documents for the directors not being timely extended by the deadline set forth therein. Title 32 provides a process for the reconstitution of boards in these instances. Specifically, section 32-1-905(2.5), C.R.S., provides that “[i]f there are no duly elected directors and if the failure to appoint a new board will result in the interruption of services that are being provided by the district, then the [governing body of the municipality] which approved the organizational petition may appoint all directors from the pool of duly qualified, willing candidates.”

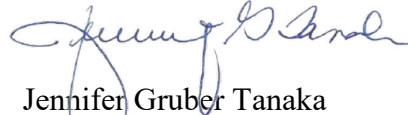
As such, we are petitioning the City Council to reconstitute the Boards by appointing the following qualified, willing eligible electors to each Board at the City Council’s meeting on December 6, 2022: Robert Brandt, Shane Olson, Triston Land-Clow, Warren Burke, and Lloyd Land. No residents or other property owners reside within the Districts; thus, there are no other qualified, willing eligible electors from which to reconstitute the Boards. Further, failure to immediately reconstitute the Boards would result in the interruption of services provided to the Districts. As required by section 32-1-905(2.5), C.R.S., within six (6) months after the reconstitution of the Boards, an election is required to re-elect the directors who are duly appointed by the City Council.

City Council
November 17, 2022
Page 2

Enclosed with this letter is a proposed resolution for consideration. We appreciate your consideration and assistance. Please let us know if you have any issues or questions regarding this request.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON

A handwritten signature in blue ink, appearing to read "Jennifer Gruber Tanaka".

Jennifer Gruber Tanaka
Shareholder

Enclosure

Welcome to *Alcoholic Beverage and Tobacco Product Training*

This course will take an
average of **30 minutes**
to complete.



SO-BATP-2021

Page

ACKNOWLEDGE

BACK

NEXT

Introduction

Welcome to Family Dollar's Alcoholic Beverage and Tobacco Product training!

This program is intended to train and educate Associates about responsibly selling Alcoholic Beverages and Tobacco Products. **You are receiving this course because your store sells Alcoholic Beverages OR you live in an area where you may be "borrowed" to work in such a store.**

It is the responsibility of each Associate to comply with all Family Dollar policies and guidelines in addition to Federal, State and local legal requirements and other applicable laws and regulations.

*** Store Managers are responsible for ensuring compliance with Family Dollar Alcoholic Beverage and Tobacco Product guidelines in their stores, including training and managing their Associates to complete the tasks outlined in this training.**

SO-BATP-2021

Page

ACKNOWLEDGE

BACK

NEXT

Purpose

This training will focus on YOUR responsibility in relation to the sale of Alcoholic Beverages, Tobacco Products, and other age-restricted products.

Learning Objectives

- Know the minimum age requirements
- Restrict underage sales for Alcoholic Beverages and Tobacco Products
- Recognize the acceptable primary Legal Proof of Age Identifications
- Be able to verify the customer to the ID and validate authenticity
- Know your rights to refuse a sale and communicate respectfully
- Understand your role and liability in the identification process
- ZERO Tolerance
- Law Enforcement and Sting Operations
- Understand the Tobacco Control Act

Knowledge Checks

Throughout this course there will be Knowledge Check questions. If you answer a question incorrectly, you will be returned to the portion of this course where that subject matter was covered for review.

Our Goal

Our goal is to prevent the illegal sales of Alcoholic Beverages, Tobacco Products, and all age -restricted products.

It is your responsibility to understand all information in this training to protect yourself, Family Dollar Customers, other Associates and our company.

Legal Proof of Age Identification

Family Dollar's Policy requires all customers who appear to be under age 40, who are purchasing Alcoholic Beverages, Tobacco Products, or other age restricted products, to provide identification (ID).

The following 4 government-issued Identifications (IDs) are typically acceptable for proof of age verification:

- Photo Driver's License from any state
- U.S. Passport
- U.S. Military Identification Card
- Any other ID issued by a state or the Federal Government

All documents must contain a photograph, date of birth (DOB) and an expiration date.

Family Dollar does not accept expired identification under any circumstances.

If the customer cannot or will not produce proper proof of age documentation once requested, **DO NOT PROCEED WITH THE SALE** of Alcoholic Beverages, Tobacco Products, or other age restricted products.

Scanning of Photo IDs

All Stores have been updated with ID scanning technology through its handheld scanners.

The Point of Sale (POS) system will now prompt Associates to scan a customer's state issued photo ID for any age restricted item such as alcohol and tobacco.

All Associates **MUST** scan IDs with the handheld scanners.

If the ID does not scan with the handheld scanner, only then can the Associate enter the customer birth date manually.

Checkout lanes with flatbed scanners only will not be able to scan a photo ID at this time. Associates may continue to enter the birth date manually in these lanes.



Scanning of Photo IDs

The new POS scanning process helps Family Dollar ensure compliance with complex state and local regulations.

The process removes any customer pressure for Associates to make improper sales.

Properly scanning IDs reduces the likelihood of an invalid ID being accepted unintentionally.



Underage drinking is a health problem

Excessive drinking contributes to more than 4,500 deaths among people below the age of 21 in the U.S. each year.

Underage drinking cost the U.S. economy \$24 billion in 2010.

There were about 189,000 emergency department visits by people under age 21 for injuries and other conditions linked to alcohol in 2010.

Underage drinking is a health problem

Underage drinking is also strongly linked with the following:

- Death from alcohol poisoning
- Unintentional injuries, such as car crashes, falls, burns, and drowning
- Suicide and violence, such as fighting and sexual assault.
- Changes in brain development
- School performance problems, such as higher absenteeism and poor or failing grades
- Alcohol dependence later in life
- Other risk behaviors such as smoking, abuse of other drugs, and risky sexual behaviors

We can help prevent underage drinking by following the law and Family Dollar policies and practices

Knowledge Check

I have the right to refuse the sale of Alcoholic Beverages or Tobacco Products when:

- ☐ The customer looks young after I have validated and verified his/her ID
- ☐ The customer is upset that I asked for ID
- ☒ The customer does not present ID when asked
- ☐ The customer is rude and demanding

Incorrect. Click here to return to earlier in the course to review this content

Knowledge Check

Which form(s) of Identification does Family Dollar accept for Alcoholic Beverage or Tobacco Product purchases?

- ☐ Photo Driver's License from any state
- ☐ Any other ID issued by a state or the Federal Government
- ☐ Military ID Card
- ☐ U.S. Passport
- ☐ All of the above

Incorrect. Click here to return to earlier in the course to review this content

Knowledge Check

An expired U.S. Passport can be used for Legal Proof of Purchase because it is a Federal Document?

- ☐ True
- ☐ False

Incorrect. Click here to return to earlier in the course to review this content

Underage POS Prompts

If a customer comes in to purchase either Alcoholic Beverages or Tobacco Products, they could present an ID that indicates they are not 21. The POS system will help verify that the birth date of the customer meets this requirement. If this is not the case, the Associate may see the POS prompt below once the product is scanned.

In these cases, you are **not** permitted to sell these items to the customer.

The screenshot shows the Family Dollar POS interface. At the top, the Family Dollar logo is visible. A large red box in the center contains the text: "CUSTOMER IS NOT OVER 21 DO NOT SELL ITEM TO THIS CUSTOMER PRESS ANY KEY". Below this, there is a section labeled "ENTER BIRTH DATE" with the date "10-10-2005" entered. At the bottom, there is a row of function keys labeled F1 through F8. Below the keys, there is a status bar showing "ASSOC: 65124 89-07-12 00:01 TRANS: 445 START OF TRANSACTION".

Minimum Age Requirements

Purchase

The minimum age to purchase Alcoholic Beverages is 21.

The minimum age to purchase Tobacco Products is 21.

- Make sure you are properly checking IDs for all customers who appear to be under age 40 by using the handheld scanner to scan their ID for date of birth (DOB) entry into the POS. The POS will display whether or not the customer is of legal age to purchase Tobacco Products in your area.

Selling

Alcoholic Beverages – Associates must be at least 18* years old to sell Alcoholic Beverages.

**Some locations require a Store Manager (or Assistant Store Manager in the absence of the Store Manager) that is at least 21 years old on premises at all times when Alcoholic Beverages are sold. Please contact your Store Manager to determine the selling rules in your area.*

**In some locations, Associates must be at least 19 or 21 years old to sell Tobacco Products. Please contact your Store Manager to determine the selling rules in your area.*

Underage Purchase

All Associates must be aware that selling Alcoholic Beverages or Tobacco Products to anyone under the legal age for purchase is a violation of the law.

Selling to a person under the legal age may include the following penalties:

- Fines
- Jail time
- Court Costs
- Community Service
- Criminal Prosecution
- Administrative penalties imposed by the ABC Commission
- Restrictions on Family Dollar's ability to sell Alcoholic Beverages and/or Tobacco Products

Underage Purchase

It is important to consider many minors are mature and do not appear underage and therefore just looking at them will not be a reliable means for identifying a minor.

This is why Family Dollar Policy is to always ask for identification for individuals who appear to be under age 40.

Underage customers may:

- Appear confident
- Dress in business attire
- Produce ID before being asked

Knowledge Check

What is the minimum age to purchase Alcoholic Beverages?

- ☐ 19
☐ 20
☒ 21
☐ 22

Incorrect. Click here to return to earlier in the course to review this content

Verifying The Authenticity of a Photo ID

Associates are required to closely examine photo IDs to ensure the person is above the legal age of sale and the ID matches the person who is presenting it.

Always check these other basics before continuing with the sale:

- Does the photo match the person presenting?
- Does the height and weight listed seem appropriate?
- Check eye color and hair color
- Check the expiration date
- Duplicate ID – Ask for an additional acceptable form of ID

If you are still not 100% satisfied, ask the customer to provide you verbally with his or her address and DOB.

You may request a second form of ID at any time.

Tip: Be on the lookout for generic information like *John Doe, 123 Main Street*.

Secondary Identification

If the ID is a driver's license, no additional identification is required unless you have questions about the authenticity of the document.

If you have any question as to the authenticity of one of the acceptable forms of identification you may ask for a secondary ID.

If the Legal Proof of Age ID is a duplicate, you are required to obtain a second form of legal identification.

A secondary ID must contain the customer name, date of birth and a photograph.

The following secondary IDs are **NOT** acceptable:

- School identification cards
- Check cashing identification cards
- Employee identification cards

Secondary IDs may never be used as the primary ID.

Knowledge Check

Which is **NOT** a legal proof of age form of identification?

- ☐ State-issued Driver's License
- ☒ School ID
- ☐ Military ID
- ☐ Passport

Incorrect. Click here to return to earlier in the course to review this content

Altered Photo ID

Make sure you are holding the ID and not viewing it from the customers hand, wallet or ID pouch. Do not accept any ID that looks like it has been tampered with or altered.

Check for any modification to the ID such as:

- Additional layer of laminate
- Raised or embossed information or photo overlay
- Different font on date of birth
- Incomplete or inaccurate holograms and seals
- Cuts or light showing through
- Bumps, smudges or imperfections in printed text
- Inconsistent edge or peeling edges
- Restriction such as "minor"

Do not trust any identification card without a thorough examination.

Intoxicated Customers

It is unlawful to sell or give Alcoholic Beverages to a customer that is already intoxicated.

You and Family Dollar may be held personally liable for any harm to the customer, his/her property or means of support.

You and Family Dollar may also be responsible for any injury to another person, property damage, or loss of support caused by the customer to another person.

Alcohol affects everyone differently. Even the same person can react differently at different times to the same number of drinks, depending upon many factors.

You subject yourself to criminal charges and possible arrest, that may result in jail time or a fine, if you sell to an intoxicated person.

Let's take a look at some warning signs that a customer may be intoxicated.

Signs of Impairment

An intoxicated person will usually display some of the following behavioral characteristics. At the first sign of any of these, take action:

- Slurred speech, thick-tongued
- Eyes become glassy, unable to focus, avoids eye contact
- Strong smell of alcohol on breath
- Signs of nausea, going pale
- Impaired motor skills or balance, drops money
- Abusive language, profanity, bragging
- Annoying or harassing other customers and Associates
- Exaggerated emotional outburst, crying or loud laughing
- Unable to respond coherently when addressed or questioned
- Unreasonable or exaggerated responses

Signs of intoxication can be determined by observing a customer's reaction during conversations with you or third parties. Make note of a customer's mental state and mood upon entry in the store.

Also be alert for more subtle signs of intoxication, such as an increase in the volume of conversation and a flushed complexion. Be especially aware of rapid changes in mood, behavior, and emotional state.

Dram Shop Liability

"Dram shop" laws impose liability on bars and other retail establishments for damages that occur as a result of serving or selling alcohol to someone who is visibly intoxicated.

Therefore, an establishment that sells alcohol may be liable for damage that occurs as a result of that person's intoxication if the seller knew or should have known that the person was intoxicated at the time of sale.

An establishment that sells alcohol to a person who is visibly intoxicated may be liable for any damage that occurs as a result of the person's intoxication.

Although limits may apply to businesses being civilly liable, an employee may be subject to criminal charges.

Your state *may* have "Dram shop" laws so pay close attention when you are selling alcoholic beverages to your customers!



Knowledge Check

If a customer shows signs of intoxication while purchasing Alcoholic Beverages, you should:

- ☐ Continue with the sale following all laws, policies and guidelines.
- ☐ Limit the sale to only one Alcoholic Beverage item.
- ☐ Decline the sale because it is against the law.
- ☐ Let the customer purchase, but let them know that is all for today.

Incorrect. Click here to return to earlier in the course to review this content

Right to Refuse Sale

All Associates have the right to refuse any sale of Alcoholic Beverages and/or Tobacco Products when acting in good faith. You may not, however, discriminate against a person solely based on that person's race, religion, color, nation of origin, sex or disability.

You are not required to make Alcoholic Beverage or Tobacco Product sales if you have any question that doing so would violate the law or company guidelines or policy.

You are not required to make an Alcoholic Beverage or Tobacco Product sale at the direction of another Associate, including the Store Manager (or Assistant Store Manager in the Store Manager's absence). If doing so would violate the law or company policy.



Communicating with Respect to Decline

- You must return any identification presented to you by the customer without exception, even if you believe the ID to be false, fake or altered.
- Only law enforcement may confiscate identification.
- Remove product from the customer's reach and line of sight.
- If the customer becomes upset, explain to them it is the both the Law and Family Dollar's Policy to ask for identification for all Alcoholic Beverage and Tobacco Product purchases when the customer appears to be under 40 years of age.
- Offer to let the customer speak with your Store Manager. If you are the Store Manager, suggest contacting the District Manager or Regional Director as soon as possible.
- Never let a customer harass or bully you into making the sale after you have declined to make the sale.
- Remain calm and polite! Never embarrass the customer!
- Do not place yourself in danger.

If you feel threatened or in danger, contact your local authorities. Report serious incidents (i.e. significant damage to or loss of property or threat of bodily harm) to your SM, DM/RD and/or Loss Prevention Managers as soon as it is safe to do so.

SO-BATP-2021

Page

ACKNOWLEDGE

BACK

NEXT

Resist Customer Pressure

Choose the best response for the situation.

Customer: Asks for a pack of cigarettes

You: (Choose the best response)

- ☒ Are you over 21?
- ☐ Sure. Here you go.

Correct! Always ask if the customer is 21 or over).

Customer: Yes. I'm 35.

You: (Choose the best response)

- ☐ Of course you are.
- ☐ May I see your ID?

Correct! Always ask to see the customer's ID if the customer appears to be or indicates they are under age 40.

Customer: I'm not showing you my ID. I am clearly old enough to buy cigarettes.

You: (Choose the best response)

- ☒ I'm sorry, without your ID, I can't make the sale.
- ☐ Okay, what would you like?

Correct! In this situation, without the ID, you can't make the sale.

Customer: I want to speak to the Store Manager! I want the phone number to the Corporate Office! I will never shop here again!

You: (Choose the best response)

- ☐ Sorry lady. No ID, no cigarettes!
- ☐ I'm sorry. Let me call my Store Manager for you. Without your ID, I just can't make the sale.

Correct! Be polite and call the Store Manager for assistance.

SO-BATP-2021

Page

ACKNOWLEDGE

BACK

NEXT

Knowledge Check

When a customer purchases Alcoholic Beverages or Tobacco Products, you need to ask for ID when the customer appears younger than:

- ☐ 30
- ☒ 40
- ☐ 50
- ☐ You must always ask for the customers ID regardless of age.

Incorrect!
You must always ask for the customers ID regardless of age.

Third Party Sales

It is illegal to sell Alcoholic Beverages or Tobacco Products to a person of legal age that intends to give or sell the product to a person not of legal age. Parents, older siblings, other relatives, friends and strangers of legal purchase age purchase products for those who are not of legal age to purchase for themselves.

In most cases, the underaged individual will ask someone of legal age to purchase the product for them and they may provide a fee or partial product in return.

Be aware of the following behaviors:

- Conversations with other customers where the identical product is being purchased that was declined after a sale has been refused to an underaged customer
- Loitering on the sidewalk or in the parking lot where an underaged person is soliciting customers coming into the store
- Look for money exchange between underaged customers and legal aged customers of legal age

Zero Tolerance Policy

Violations of any of the following policies may result in IMMEDIATE termination:

- Not checking ID for those who appear under 40 years of age.
- Deliberately keying inaccurate Date of Birth information for customers.
- Selling Alcoholic Beverages or Tobacco Products to underage customers.
- Consuming alcohol in or on store property, to include the store, back room, parking lot, etc.
- Allowing customers to consume alcohol in or on store property, to include the store, back room, parking lot, etc.
- Selling to or serving Alcoholic Beverages to an intoxicated person.
- Accepting food stamps (EBT Food) as payment for Alcoholic Beverages or Tobacco Products.

Store Managers or Associates may be subject to criminal penalties for sales to minors, including time in jail!

Law Enforcement and Sting Operations

Many illegal sales are made to underage people who produce correct identification, but their age is not checked by the Associate making the sale.

Federal, State and Local officials routinely conduct visits to stores selling alcohol and tobacco to ensure laws are being upheld. All Associates are required to cooperate with these officials in the performance of their duties. Law Enforcement is there to help you. Be proactive in asking for assistance.

To reduce the risk of fines and termination from an illegal sale of alcohol and tobacco, make sure to follow this simple 3-step process. Look at the customer and if the customer appears to be under age 40:

1. Ask for approved ID
2. Carefully check ID - front and back
3. Scan customer ID using the handheld scanner for DOB (date of birth) entry into the POS

Knowledge Check

A "Third Party" sale occurs when a customer purchases Alcoholic Beverages or Tobacco Products...

- ☐ ...for his/her parents.
- ☐ ...as a gift.
- ☐ ...with intent to give the item(s) to an under-age person.
- ☐ ...for a party

Incorrect. Click here to return to earlier in the course to review this content

Knowledge Check

You could be arrested for selling Alcoholic Beverages or Tobacco Products to a person under the minimum age requirements for your state or county.

- ☐ True
- ☐ False

Incorrect. Click here to return to earlier in the course to review this content

POS Transactions

The following are Point of Sale restrictions for Alcoholic Beverage and Tobacco Product sales:

- No refunds, returns or exchanges are accepted
- No manual discounts may be given
- There is not a competitor pricing match
- All tenders are accepted with the exception of gift cards and EBT Food
- "\$5 Off \$25 Purchase" cannot be applied
- Family and Friends discount cannot be applied.
- Coupons are not accepted for Alcoholic Beverages
- Valid manufacturer coupons may be accepted for Tobacco Products

Associates should verify they have selected the right product with the customer before proceeding with a tobacco sale.

Alcoholic Beverages and Tobacco Products may NOT be transferred between stores without approval from the SSC.

Alcoholic Beverage Hours of Sale

Restrictions on Alcoholic Beverage selling hours are verified by the POS system. If a Associate scans any Alcoholic Beverage and receives the message below, **the store is not authorized to sell at that time.**



Prohibited Activities

Underage and intoxicated persons are prohibited from consuming Alcoholic Beverages on the premise.

Associates are not allowed to consume Alcoholic Beverages on the licensed premise, even when the business is closed.

Drug sales and drug use are prohibited anywhere on the premise. If you suspect persons selling or using controlled substances on the premise, immediately contact law enforcement.

Do not allow any form of gambling on the premise, including sport pools, race pools, tip boards or punch boards.

It is also unlawful for Family Dollar or any of its employees to allow any violation of gambling or prostitution statutes or any other unlawful act.

Knowledge Check

It is OK to have an Alcoholic Beverage in the stockroom after the store is closed and/or you have clocked out?

- ☐ True
- ☐ False

**Incorrect. Click here to return
to earlier in the course to review this content**

Tobacco Control Act

The Tobacco Control Act grants the Food and Drug Administration (FDA) authority to regulate the manufacture, marketing and distribution of Tobacco Products to protect the public health and to reduce tobacco use by minors.



Tobacco Products may include:

- Snuff
- Cigarettes
- E-cigarettes
- Pipe Tobacco
- Loose Tobacco
- Cigars/Cigarillos
- Chewing Tobacco
- Smokeless Tobacco
- Tobacco Cessation Products (Nicotine patches/gums)

Tobacco is highly regulated due to health concerns and risks associated with its use. Tobacco is regulated on a state-by-state basis, requiring permits for selling Tobacco Products and seeking to prevent the sale to minors.

Tobacco Units and Other Regulations

Tobacco must be sold in packed units. You **must not** open these packages and sell a quantity lesser than the packaged unit to a customer.

- Single Cigarette or partial pack of Cigarettes
- Portion of a package of Chewing Tobacco
- Portion of a can of Snuff

Never distribute free samples of Tobacco Products.

Never offer any gift or items to any person purchasing Tobacco Products.

The Tobacco Cabinet must remain open, unlocked and fully stocked (as inventory levels allow) during the stores' operating hours.

NOTE: The sliding glass doors on select 66" and CHIT cabinets may be locked during business hours if needed, but the rolldown door must remain open.

Be sure all "Legal Purchase Age" and "We ID Everyone" signs are posted.

If you have further questions on anything involving the Tobacco process, please visit the Store Portal and enter the search phrase "tobacco".

Dangers of Tobacco

According to the Surgeon General and other studies, tobacco use is the foremost preventable cause of premature death in America. It causes over 480,000 deaths in the United States each year, and approximately 8,600,000 Americans have chronic illness related to smoking.

Smoking costs the United States over \$193 billion every year from health care costs and lost productivity from illness and premature death.

The adverse health impact of smoking is not limited to adults. Smoking among children and adolescents causes their lungs to not fully develop and causes a premature and accelerated decline in lung function beginning in early adulthood. Smoking also causes respiratory problems and asthma-related symptoms in children and adolescents.

By following Family Dollar policies for preventing the underage sale of Tobacco Products, we can help put a stop to these adverse consequences of tobacco use.

Knowledge Check

If a regular customer does not have enough money to buy a full pack of cigarettes, you may sell them half a pack now and then the other half tomorrow.

- ☐ True
☐ False

**Incorrect. Click here to return
to earlier in the course to review this content**

Store Manager Responsibilities

Store Managers are responsible for the following:

- Ensuring all Associates complete Alcoholic Beverage and Tobacco Products training prior to being allowed to perform sales at the Point of Sale.
- Ensuring that all Associates take the required training and obtain seller permits when required by law.
- Ensuring the store license is displayed and posted in a visible location.
- Ensuring the correct placement of all Alcoholic Beverage and Tobacco Product compliance signs, as well as all Family Dollar marketing signs.

Ongoing communication regarding sign changes and updates will be sent to Store Managers via the Portal Project Manager.

Other Age-Restricted Items

Family Dollar sells other age-restricted items in addition to Alcoholic Beverages and Tobacco Products. These restrictions may be determined by the Store Support Center, or may be restricted by other Federal, State or local agencies.

When these items are scanned, the POS system will prompt the Associate to verify customer age. Here are a few examples of age-restricted items.

- Lighters
- Paints and Glues
- Charcoal lighter fluid
- Over-the-counter medications
- Laser pointer keychains and toys
- Tobacco Cessation Products (Nicotine patches/gums)

To reduce the risk of fines and termination from an illegal sale of Alcohol, Tobacco, and other age restricted items, make sure to follow this simple 3-step process. Look at the customer and if the customer appears to be under age 40:

1. Ask for approved ID
2. Carefully check ID - front and back
3. Scan customer ID using the handheld scanner for DOB (date of birth) entry into the POS

Acknowledgement

Throughout this training, we have communicated laws, regulations, policies and guidelines surrounding the sale of Alcoholic Beverages and Tobacco Products. Family Dollar's policies and guidelines were created to comply with these laws while at the same time, to protect our customers, our company, you, and our Associates.

It is important to note that you can be held personally liable for violating Federal, State and Local laws. This means you could face a criminal citation or even arrest, and, if convicted, jail time, a monetary fine and a permanent criminal record.

Family Dollar will not provide any legal defense, bail, or pay any fine for any Associate caught selling alcohol or tobacco to an underage customer, or for violation of any Federal, State or Local law or Family Dollar procedures, policies or guidelines regarding the sale of alcohol or tobacco.

Click the **Acknowledge** button below.

Congratulations!

You have completed the **Alcoholic Beverage and Tobacco Product** course.

Please close this course using the 'Exit' button in the upper right.

You may review this course at any time through your Learning Plan.



SUBJECT FOR DISCUSSION

Consideration of an Application, by the Fort Lupton City Council acting as the Local Licensing Authority, Submitted by Family Dollar Stores of Colorado, LLC dba Family Dollar #25949 for a Fermented Malt Beverage ("FMB") Off-Premises License at 130 S. Denver Ave.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Family Dollar Stores of Colorado, LLC dba Family Dollar #25949 submitted an application for a Fermented Malt Beverage License at 130 S. Denver Avenue. Owners of the Family Dollar are: Peter Barnett, 329 Cavalier Drive, Virginia Beach, VA; Roger Dean, 2904 Ryan Court, Virginia Beach, VA; Harry Spencer, 509 Woodards Ford Road, Chesapeake, VA.

The application was received July 22, 2022 and deemed complete September 13, 2022. At the September 20, 2022, City Council meeting, staff presented the City Council acting as the Local Licensing Authority with Resolution 2022R062, "Establishing the Neighborhood" as the City of Fort Lupton city limits. The resolution also set the Public Hearing for October 18, 2022, which meets the statutory requirements. Notice of the Public Hearing was published in the Fort Lupton Press on October 6, 2022, and the premises posted on October 6, 2022. The deadline for submitting comments regarding this application is October 13, 2022. As of October 13, no comments were filed with the City Clerk regarding the application.

There are distance requirements for a FMB license per statutes:

- New Fermented Malt Beverage off premises licenses shall not be located within 500 feet of a retail liquor store license. This measurement is to be computed "as the crow flies."
- any building where alcohol beverages are to be sold can't be within 500 ft of a school. This measurement is to be computed by direct measurement from the nearest property line of the land used for school purposes to the nearest portion of the building in which liquor is to be sold, using a route of direct pedestrian access.

Neither of these requirements apply.

The Statute also states that the applicant is to produce evidence supporting the "needs and desire" of the neighborhood (city limits). Liquor Licensing Professionals, LLC, was hired by the applicant to obtain signatures from residents regarding the license. On October 5, 2022, Liquor Licensing Professionals, LLC, submitted a petition containing an Overview of Petition Results:

Total door knocks:	273
Persons who signed the petition:	91
Persons who declined to sign the petition:	18
Ineligible contacts: (younger than 21; Nonresident; non-English speaking; not a business owner or manager)	14
No answer at the door knock:	123

The petition also contains a master map and several maps indicating the area canvassed.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

The Local Liquor License Authority needs to consider the character, reputation of record of the applicant(s) prior to granting a liquor license. Because this is a Masterfile, the applicant's need not submit fingerprints.

The City Council acting as the Local Liquor Licensing Authority shall consider the facts and evidence presented as well the reasonable requirements of the neighborhood for the Fermented Malt Beverage License, the desires of the adult inhabitants, the number, type and availability of alcohol beverage outlets located in or near the neighborhood, and any other pertinent matters affecting the qualifications of the applicants for the conduct of the type of business proposed.

The applicants will be attending the Public Hearing remotely to address any concerns or answer any question the Local Licensing Authority or citizens might have.

FINANCIAL CONSIDERATIONS

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

1. Approve the FMB license.
2. Deny the license.

STAFF RECOMMENDATIONS

Staff seeks direction.

Attachments: a. City Map of Distance from Schools
 b. Liquor Professionals, LLC Petitions

Family Dollar Liquor License - 500' Walking Distance from Schools





October 5, 2022

RESULTS OF THE LIQUOR LICENSE
SURVEY REGARDING:

Family Dollar #25949

130 S. Denver Avenue
Fort Lupton, CO 80621

Applicant: Family Dollar Stores of Colorado, LLC

Purpose: Application for a NEW Fermented Malt Beverage Off-Premises License

ISSUE: A petition was circulated to determine the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Those in favor of Family Dollar #25949 being granted a Fermented Malt Beverage Off-Premises License indicated by checking the "Favor – YES" column of the signature sheet and those opposed checked the "Oppose - NO" column. The results were as follows:

Favor "YES"		Oppose "NO"		<u>TOTAL SIGNATURES</u>
97%	88	3%	3	91

SURVEY STATISTICS

	Favor "YES"		Oppose "NO"		TOTAL
Business Survey Results	97%	29	3%	1	30
Residential Survey Results	97%	59	3%	2	61

Percentages in this report have been rounded to the nearest whole number.

	BUSINESS	RESIDENTIAL	TOTAL
No Response	5	145	150
Declined to Participate	3	15	18
Not Qualified to Sign	10	4	14
Disqualified	0	0	0
"No" Signatures	1	2	3
"Yes" Signatures	29	59	88
TOTAL CONTACTS & ATTEMPTS	48	225	273

SURVEY STATISTICS

>Number of Businesses and Residents Contacted: 273 Attempts – 150 No Response = 123
 >Business Survey Participation Rate: 30 Signatures/ 33 Qualified Contacts = 91%
 >Residential Survey Participation Rate: 61 Signatures/ 76 Qualified Contacts = 80%
 >Percentage of Residents Home During Survey: 80 Contacts/ 225 Attempts = 36%

<u>REASONS FOR OPPOSITION SIGNATURES</u>		<u>REASONS FOR DECLINING TO PARTICIPATE</u>	
Competition	1	Not Interested	10
Enough / Too Many	2	Do Not Sign Any Petitions / Surveys	6
Total	3	Too Busy	2
		Total	18
		<u>NOT QUALIFIED CONTACTS</u>	
		Owner / Manager Unavailable	10
		Non-Resident	3
		Under 21	1
		Total	14

PETITION METHODOLOGY

- Survey Date and Times:

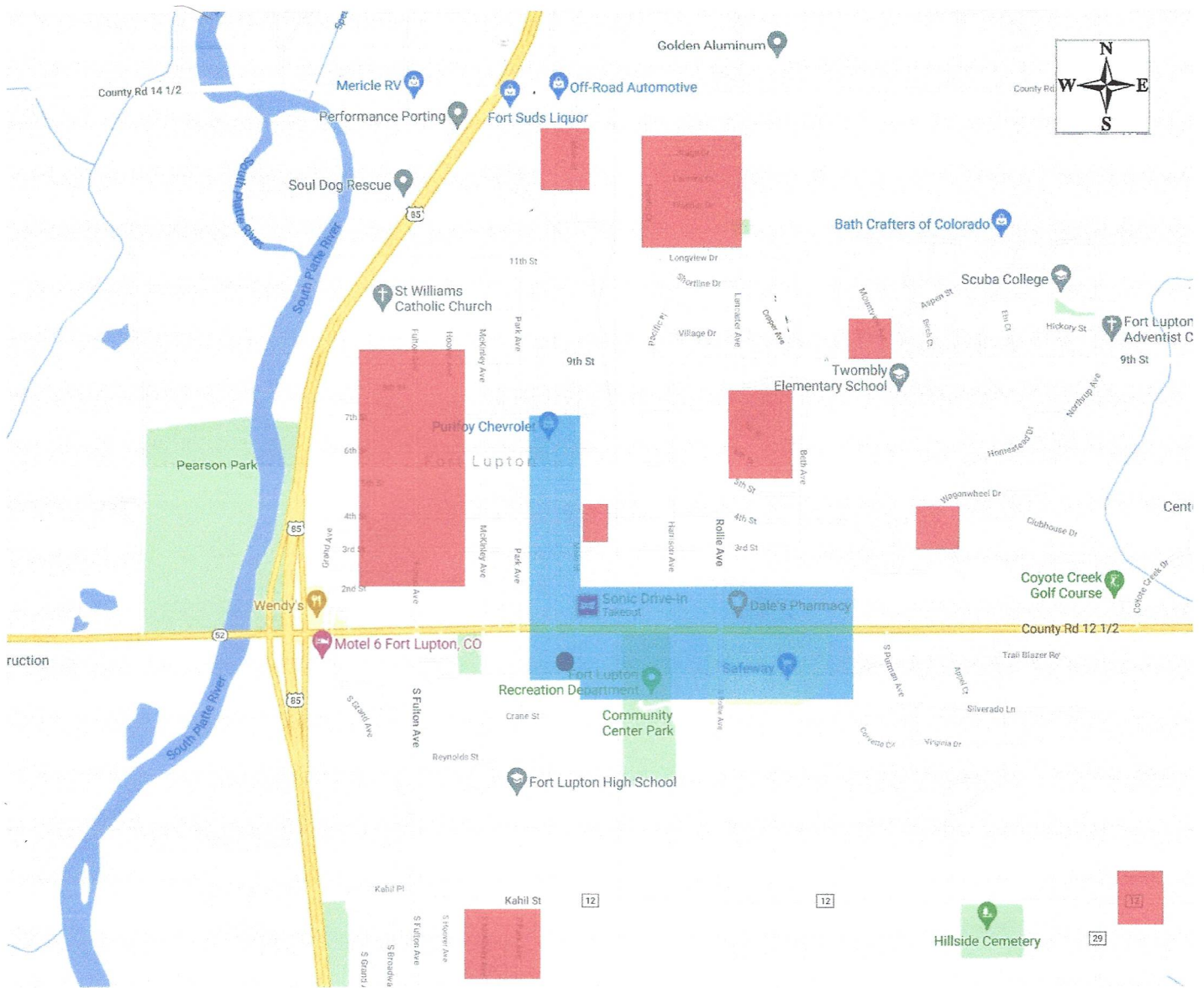
Business & Residential:	Tuesday	September 27, 2022	9:30 am – 5:30 pm
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- Survey Areas: Circulators started in areas closest to the proposed licensed site and worked out from the site in all directions within boundary area. Boundary was set as city limits by City Clerk's Office. Please see the attached map.
- Circulators of the Survey: There was one circulator for this survey. Prior to the start of the survey, the circulator was briefed on the type of liquor license application, the areas to be surveyed and reminded to remain unbiased in their approach to residents and businesspeople. The circulator had with her a face sheet with the applicant business name, location and hearing information, instructions, and the petition/survey issue along with signature sheets and a map of the proposed location. The circulator used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. Upon conclusion of the survey, the circulator signed notarized affidavits of circulation. The original survey packets were pre-filed with the Fort Lupton City Clerk's Office.

Report prepared and respectfully submitted by,



Eva L. Garretson
Liquor Licensing Professionals, LLC



Family Dollar #25949
130 S. Denver Avenue
Fort Lupton, CO 80621

APPLICATION FOR A FERMENTED MALT BEVERAGE OFF-PREMISES LICENSE



SURVEY RESULTS:

BUSINESS
AREAS
COVERED
IN SURVEY RESIDENTIAL
AREAS
COVERED
IN SURVEY

SURVEY DATE :
SEPTEMBER 27, 2022

**BUSINESS PETITION TO THE
LOCAL LICENSING AUTHORITY OF THE CITY OF FORT LUPTON**

This petition/opinion poll is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per local licensing authority rules/procedures. **If you feel you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the City Clerk's Office at 720.466.6101.**

Applicant: Family Dollar Stores of Colorado, LLC

d/b/a: **Family Dollar #25949**

Address: 130 S. Denver Avenue, Fort Lupton, CO 80621

Application for a **NEW Fermented Malt Beverage Off-Premises License**

A **PUBLIC HEARING** will be held before the City of Fort Lupton, on **Tuesday, October 18th, 2022, at 6:00 p.m.** at the **City Council Chambers at City Hall** 130 South McKinley Avenue, Fort Lupton, Colorado

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- **You are at least 21 years of age.**
- **You must be a resident or business owner or manager within the designated area (Please see attached map).**
- **You have not signed another petition concerning the same application.**
- **You have read or had read to you the petition in it's entirety and understand its meaning.**
- **Petition circulators must witness all signatures**

PETITION ISSUE: If you **SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **Favor "YES"**.

If you **DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

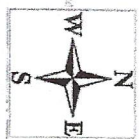
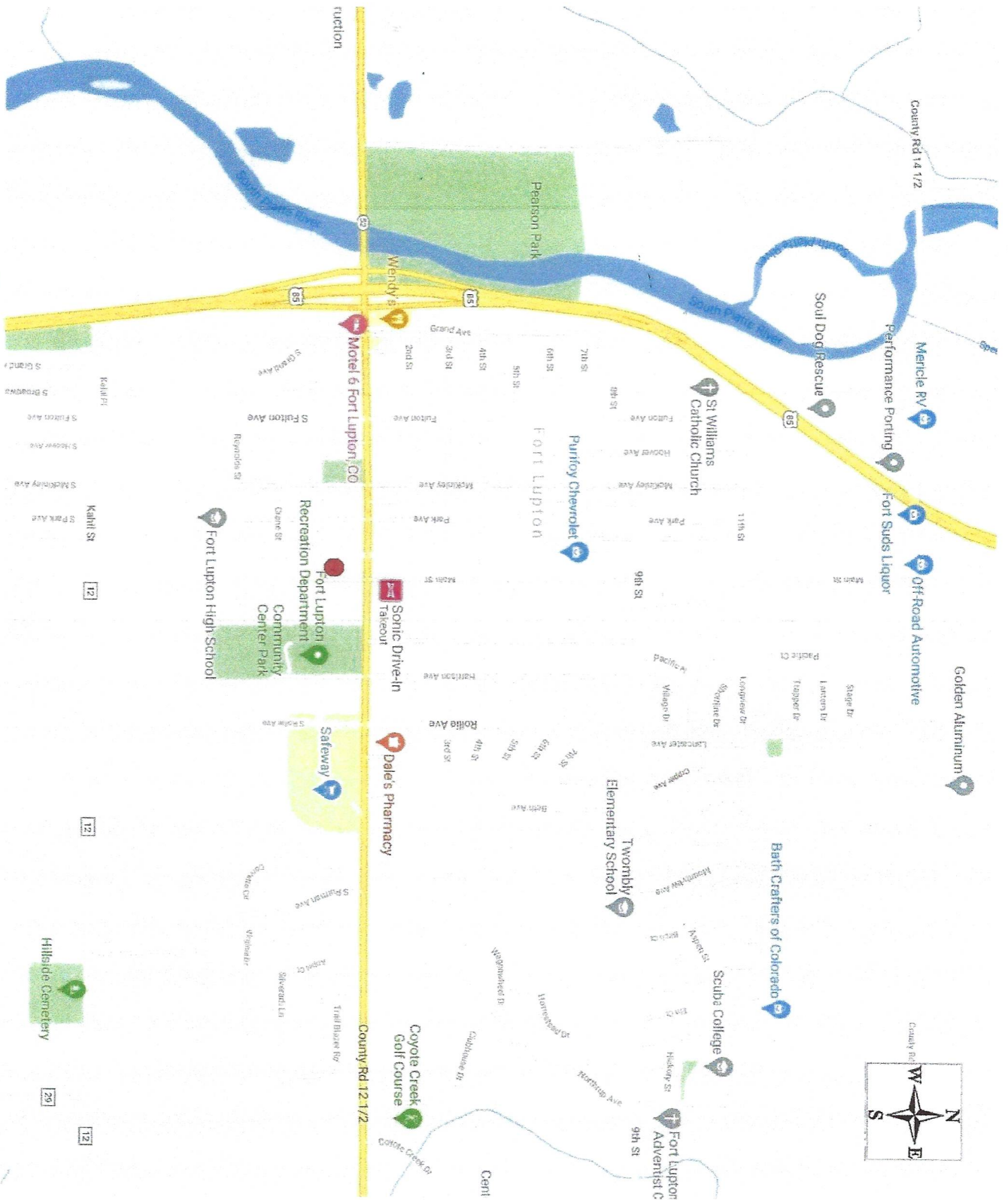
Today's Date w/ Year	Printed Name	Business Name Business Address	Age	In Favor of License	Opposed to License	Reason Circle Owner or Manager
9/21/22	<i>[Signature]</i> Lorrie Aragon	Advanced Urgent Care 1125 Denver Ave	27	<i>[X]</i>		Owner <u>Manager</u>
9/27/22	<i>[Signature]</i> Dawn Koshio	Fort Lupton Pack Ship 725 810 1st St.	62	<i>[X]</i>		Owner <u>Manager</u>
9/27/22	<i>[Signature]</i> Kobie Haines	O'Reilly auto 100 S Harrison	21	<i>[X]</i>		Owner <u>Manager</u>
9/27/22	<i>[Signature]</i> Ben A. Ibarra	ACE Ft. Lupton 201 S. Rollie Ave	48	<i>[X]</i>		<u>Mgr</u>

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name Signature	Business Name Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager	
9/21/22		Grease monkey 1160 Dexter St	39	X		Owner <u>Manager</u>	1
9/21/22	CASSI DU SIGA C. Sigala	JUMP N PLAY 1200 Dexter St #13	35	X		<u>Owner</u> Manager	2
9/27/22	TERRY AVERY 	Dominos 1200 DEXTER ST. #W8	57	X		Owner <u>Manager</u>	3
9/27/22	Uma Gane Vanessa Galvan	Bubbles N Bow 1200 Dexter St W6	35	X		Owner <u>Manager</u>	4
9/27/22	Samantha Lesage 	Great Clips 1200 Dexter St W5	47	X		Owner <u>Manager</u>	5
9/27/22		Elite Nails 1200 Dexter St W4	41	X		Owner <u>Manager</u>	6
9/27/22		Wholly Stromboli 410 Denver Ave.	49	X		<u>Owner</u> Manager	7
9/27/22	Sidney Visser 	Smoker Friendly 1200 Dexter St W3	22	X		Owner <u>Manager</u>	8
9/27/22	Daisy Torres Daisy v. Torres	Subway 1200 Dexter St W3	22	X		Owner <u>Manager</u>	9
9/27/22	Susie Martinez 	Subway 1300 Dexter.	45	X		Owner <u>Manager</u>	10
9/27/22	Kathia Rana 	Starbucks	21	X		Owner <u>Manager</u>	11
9/27/22		GREAT WALK 1200 Dexter St W1	46	X		Owner <u>Manager</u>	12
9-27-22	Alan Diaz Alan Diaz	1400 Dexter St Little Ceasers	41	X		Owner <u>Manager</u>	13

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name Signature	Business Name Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager
9/27/22	Danny Se	Whip Saw 1400 North St	51			Owner <u>Manager</u>
9-27-22	HARD SIMON	7-11	43	X		Owner <u>Manager</u>
9-27-22	Glenn E Mata	1400 2nd	27	X		Owner <u>Manager</u>
9/27/22	Christina Lien	Autozone 1300 2nd St	48	X		Owner <u>Manager</u>
9/27/22	Hollie Bandach	Hard Bean Coffee 107 Dales Place	48	X		Owner <u>Manager</u>
9/27/22	Tony Merritt	Dales Pharm. 150 Main St Suite I	56	X		Owner <u>Manager</u>
9/27/22	Minnie Ortiz	Edward Jones	48	X		Owner <u>Manager</u>
9/27/22	Mu Co	Hands on Physical Therapy 150 Main Street Suite 200	26	X		Owner <u>Manager</u>
9/27/22	Bda Armenta	Revolution	26	X		Owner <u>Manager</u>
9/27/22	Yabede Ortiz	150 Main St #4	22	X		Owner <u>Manager</u>
9/27/22	Angelina Lopez	Sonic	22	X		Owner <u>Manager</u>
9/27/22	Bryan Somke	809 1st St	26	X		Owner <u>Manager</u>
9/27/22	Salma	Napa	30	X		Owner <u>Manager</u>
9/27/22	Salma	214 Denver Ave	40	X		Owner <u>Manager</u>
9/27/22	Raquel Munoz	Michoana	42	X		Owner <u>Manager</u>
9/27/22	Raquel Munoz	205 Denver Ave	42	X		Owner <u>Manager</u>
9/27/22	Cony Cerebello	Mustache Barbershop 201 Denver Ave	43	X		Owner <u>Manager</u>
9/27/22	Cony Cerebello	R+M Services 142 S. Park Ave	43	X		Owner <u>Manager</u>



Family Dollar #25949
130 S. Denver Avenue
Fort Lupton, CO 80621

APPLICATION FOR A
FERMENTED MALT
BEVERAGE OFF-PREMISES
LICENSE



~ AFFIDAVIT OF CIRCULATION ~

I, Janele J. Hammond, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

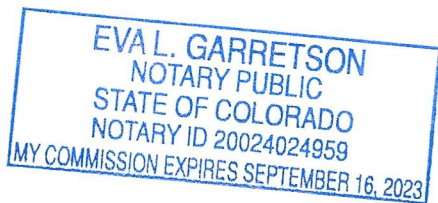
- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Janele J. Hammond
Signature of Circulator

State of Colorado)
County of Pratt) ss.

Subscribed and sworn to before me this 1st day of October, 2022



Eva L. Garretson
Notary Public

My Commission expires: September 16, 2023

**RESIDENTIAL PETITION TO THE
LOCAL LICENSING AUTHORITY OF THE CITY OF FORT LUPTON**

This petition/opinion poll is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per local licensing authority rules/procedures. **If you feel you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the City Clerk's Office at 720.466.6101.**

Applicant: Family Dollar Stores of Colorado, LLC
d/b/a: **Family Dollar #25949**

Address: 130 S. Denver Avenue, Fort Lupton, CO 80621

Application for a **NEW Fermented Malt Beverage Off-Premises License**

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INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

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- **You must be a resident or business owner or manager within the designated area (Please see attached map).**
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- **Petition circulators must witness all signatures**

PETITION ISSUE: If you **SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **Favor "YES"**.

If you **DO NOT SUPPORT**, this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

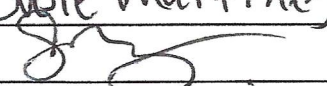
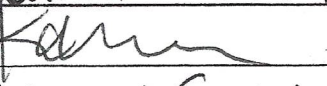
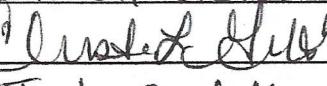
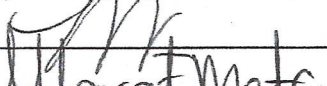
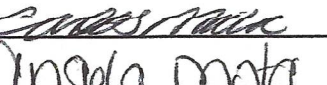
Please sign your name only; First Name, Middle Initial, Last Name

Today's Date w/ Year	Printed Name <i>Signature</i>	Address	Age	In Favor of License	Opposed to License	Reason
9/27/22	Kristina Romfeldt <i>Kristina Romfeldt</i>	260 W. Hill Ct	52	X		
9/27/22	Samantha Romfeldt <i>Samantha Romfeldt</i>	Same 260 W. Hill Ct	33	X		
9/27/22	Bryan Romfeldt Sr <i>Bryan Romfeldt Sr</i>	260 W. Hill Ct	56	X		
9/27/22	Bryan Romfeldt Jr <i>Bryan Romfeldt Jr</i>	260 W. Hill Ct	28	X		
9/27/22	Tulio Spradley <i>Tulio Spradley</i>	1031 Pacific Ct	58		X	TO much

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
9/27/22	Samantha Carbro	2416 Mountain Sky Dr.	39	X		make money
9/27/22	Dan Frazier	907 PLATTE DR FT. Lupton, CO 80621	71	X		
9/27/22	Hyte J. Latil	1025 Park Ave	21	X		
9/27/22	Ben A. Ibarra	210 Harrison Ave Ft. Lupton, CO 80621	48	X		
9/27/22	JoAnn Garcia	242 4th St Fort Lupton CO	57	X		
9/27/22	Amber Holbrook	1004 Lantern Dr	35	X		
9/27/22	Joyce Knollenburg	603 Hoover Ave Ft Lupton CO	64	X		
9/27/22	RyAnna McWilliams	910 Hoover Ave Ft. Lupton CO	30	X		
9/27/22	Melissa Rickmes	1066 Cottonwood Ave	49	X		
9/27/22	Alic Rickmes	1066 Cottonwood Ave	52	X		
9/27/22	Sidney Visser	322 main st	22	X		
9/27/22	Randy Visser	322 Main St	24	X		
9/27/22	Gary Abbott	322 main st	25	X		

Please sign your name only; First Name, Middle Initial, Last Name.

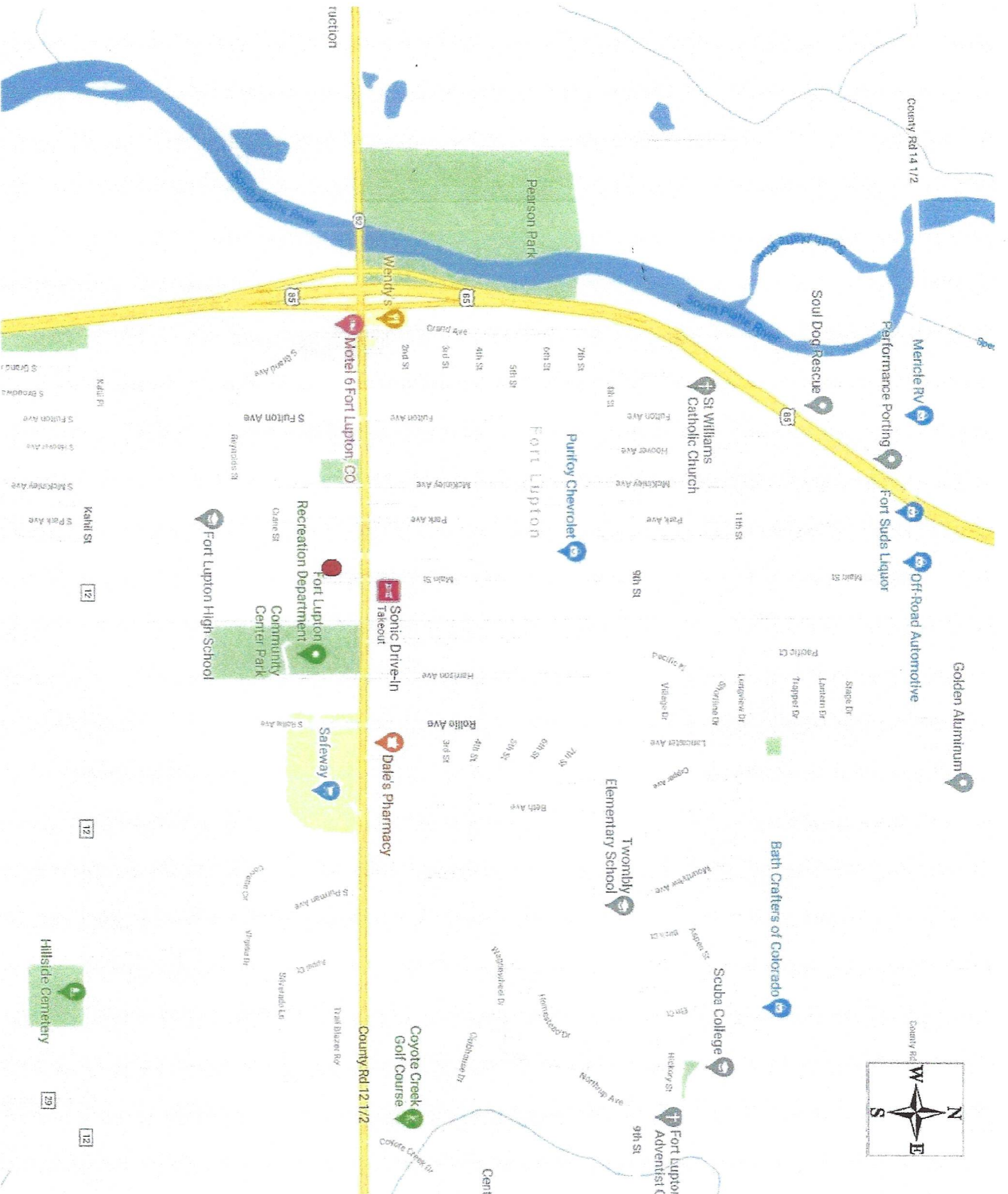
Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
9/27/22	Daisy Torres Daisy L. Torres	1011 Trapper	21	X		
9-27-22	Susie Martinez 	915 Lancaster Ave	45	X		
9-27-22	Debra Garcia Debra Garcia	915 Lancaster Ave	67	✓		
9-27-22	Michael Martinez Man Mart	915 Lancaster Ave	74	✓		
9-27-22	Miguel Martinez Miguel Martinez	915 Lancaster Ave	42	✓		
9-27-22	Katrina Martinez 	3915 Lancaster Ave	23	✓		
9-27-22	Christi Gelpk 	904 Platte Dr	58	X		
9-27-22	Jody Gelpk Jody Gelpk	904 Platte Dr	60	X		
9-27-22	Nathaly Roca Nathaly Roca	1355 Pacific Ct	21	X		
9-27-22	Guadalupe Saurin 	902 S. McKinley Ave	37	X		
9-27-22	Gloria Mata #105 M Gloria Mata	1105 Mountain View Ave #301	27	X		
9/27/22	Carlos Mata 	1105 mtn View Ave #301	28	X		
9/27/22	Angela Mata Angela Mata	1105 mtn View Ave #301	22	X		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
9/27 2022	Hollie Bandach Hollie Bandach	703 S Hoover Ave Fort Lupton CO 80621	48	X		
9/27 2022	Irish O'Brien Irish O'Brien	258 3rd Street Fort Lupton, CO 80621	59	X		
9/27 22	Minnie Ortiz Min Oz	1321 8th Street Fort Lupton CO 80621	48	X		
9/27/22	Bela Arnyuk Bela Arnyuk	15374 Good ave	26	X		
9/27/22	Gus Vasquez Gus Vasquez	15374 Good ave	23	X		
9/27/22	Caralina Ramirez Caralina Ramirez	15374 Good ave	42	X		
9/27/22	Cecilio Vasquez Jr CJT	15374 Good ave	25	X		
9/27/22	Cecilio Vasquez Sr Cecilio Vasquez	15374 Good ave	43	X		
9/27/22	Bryan Johnre BJ	330 Ponderosa Place	26	X		
9/27 22	Conny Cenizo Cenizo	112 S. Park Ave	43	X		
9/27 22	Dawn Cahoon Dawn Cahoon	451 Rollie Ave Alo Fox	57	X	X	
9/27/22	Mark Cahoon Mark Cahoon	451 "Rollie" ave Alo	65	X		
9/27/22	Camden Cahoon Camden Cahoon	451 Rollie Ave Alo	22	X		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
9-27-22	Linda S. Tague <i>Linda S. Tague</i>	E3 451 Rollie Ave	78	X		
9/27/22	Sharon Drake <i>Sharon Drake</i>	E4 451 Rollie ave	82	X		
9/27/22	Joannette Wehner <i>Joannette Wehner</i>	451 Rollie Ave apt. E88	71	X		
9-27-22	Edmond Esparza <i>Edmond Esparza</i>	E5 451 Rollie ave	65	X		
9-27-22	Juanita Esparza <i>Juanita Esparza</i>	E5 451 Rollie Ave	60	X		
9/27/22	Judith Bradley <i>JUDITH BRADLEY</i>	451 Rollie ave D1	87	X		
9-27-22	Norcen Sims <i>Norcen Sims</i>	451 Rollie ave D2	62	X		
9-27-22	Richard Olivas <i>Richard Olivas</i>	451 Rollie Ave D4	68		X	Too much!
9/27/22	Ferninia Brooks <i>Ferninia Brooks</i>	451 Rollie Ave. D8	78	X		
9/27/22	Luciano Salazar <i>LUCIANO SALAZAR</i>	451 Rollie Ave D5	76	X		
9/27/22	Shane Speaks <i>Shane Speaks</i>	451 Rollie Ave. D6	45	X		
9-27-22	Ireda Brown <i>Ireda Brown</i>	451 rollie ave D7	60	X		
9-27-22	Elton Brown <i>Elton Brown</i>	451 rollie ave D7	61	X		



Family Dollar #25949
130 S. Denver Avenue
Fort Lupton, CO 80621

APPLICATION FOR A
FERMENTED MALT
BEVERAGE OFF-PREMISES
LICENSE



~ AFFIDAVIT OF CIRCULATION ~

I, Janelle J Hammer, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

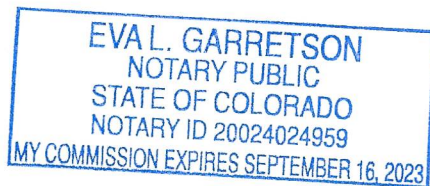
- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Janelle J Hammer
Signature of Circulator

State of Colorado)
County of Arapahoe) ss.

Subscribed and sworn to before me this 1st day of October, 2022



Eva L. Garretson
Notary Public

My Commission expires: SEPTEMBER 16, 2023

November 28, 2022



Mr. Todd Hodges,
Planning Director
City of Fort Lupton
130 S. McKinley Ave.
Fort Lupton, Colorado 80621

RE: Coyote Creek Filing #5 - Request to Withdraw the Coyote Creek Filing 5 Preliminary Plat Application

Dear Todd,

I am writing you on behalf of our Client, Lupton Land LLC regarding Coyote Creek Filing #5. In direct response to the changing economy and raising interest rates, Lupton Land would like to request of the City that we withdraw our Preliminary Plat Application effective November 28, 2022. We are respectfully requesting the project be withdrawn from the City Council Agenda scheduled for December 6, 2022 so that we may be able to resubmit a revised combined Preliminary/Final Plat at a future date to be determined.

If you have any questions or need any further information regarding my request for the continuance please do not hesitate to give me a call.

Sincerely,

A handwritten signature in blue ink that reads "Ken Merritt".

Ken Merritt, APA, RLA
Director of Planning
JR ENGINEERING
970.305.6754



SUBJECT FOR DISCUSSION

Authorize the Mayor's Signature on Amendment 3 to the Jacobs Contract.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Jacobs contract Appendix F denotes the way the contract is amended for yearly inflation. The increase is based upon the June Consumer Price Index and the Consumer Cost Index for Civilian Workers for the previous year. A formula using those numbers for June 2022 were calculated and came out to 7.08%. Due to the very high EPI/CPI indexes, Jacobs is requesting a 4.5% increase.

The Consumer Price Index for June 2022 was 9.06%; a 60% increase from 2021. The Consumer Cost Index was 5.1%; a 57% increase from 2021. Jacobs is struggling to remain competitive when it comes to recruiting qualified operators and is requesting the 4.5% increase in order to staff the project properly.

FINANCIAL CONSIDERATIONS

The 2023 budget included an increase in the base cost of 3% and the rebateable costs per the contract. Contract section 4.5 doubled in 2021 to \$40,000 due to the increase in the cost of propane.

<u>Contract Section</u>	<u>2023 Budget</u>	<u>2023 Revised</u>	<u>Increase</u>
4.1 – Base Fee	\$ 1,185,493	\$ 1,202,757	\$ 17,264
4.4 - Chemicals	114,000	114,000	-
4.5 – Utilities	40,000	40,000	-
4.6 – Repairs & Maintenance	140,000	140,000	-
4.7 – Biosolids Removal	40,000	40,000	-
Total Cost	\$ 1,519,493	\$ 1,536,757	\$ 17,264

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Staff recommends accepting Amendment 3 to the Jacobs Contract and authorizing the Mayor's signature.

Attachments: a. Amendment No. 3 Contract

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

AMENDMENT NO. 3
to the
AGREEMENT
for
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES
for
FORT LUPTON, COLORADO

THIS AMENDMENT NO. 3 is made and entered into this ____ day of _____ 2022, by and between the Fort Lupton Utility Enterprise Board (hereinafter “Owner”), whose address for any formal notice is 130 S. McKinley Avenue, Fort Lupton, CO 80621 and Operations Management International, Inc. (hereinafter “OMI”), whose address for any formal notice is 9191 South Jamaica Street, Englewood, CO 80112.

NOW THEREFORE, the Owner and OMI hereby agree that the Agreement dated August 6, 2019 between Owner and OMI (the “Agreement”) shall be and is hereby amended and modified in the following manner for the period from January 1, 2023 through December 31, 2023:

1. Article 4.1 is hereby deleted in its entirety and replace with the following:

- 4.1 Owner shall pay to OMI as compensation for Services performed under this Agreement a base fee of One Million Two Hundred Two Thousand Seven Hundred Fifty-Seven Dollars (\$1,202,757) for the period of January 1, 2023 through December 31, 2023 exclusive of rebateable budgets set forth in Article 4.4, 4.5, 4.6 and 4.7 (the “Rebateable Limits”). Subsequent years’ base fee shall be determined as hereinafter specified.

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment. Both parties indicated their approval of this Agreement by their signatures below.

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**

**FORT LUPTON UTILITY
ENTERPRISE BOARD**

Authorized Signature:

Authorized Signature:

Name: Andrew Appleton
Title: Vice President
Date: _____

Name: Zo Hubbard
Title: Mayor
Date: _____



SUBJECT FOR DISCUSSION

Authorize the Payment of the Overages in the Jacobs Contract.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Jacobs Contract contains a provision for a rebateable budget of \$334,000, allocated to purchase chemicals, propane, solids hauling and general repairs. This funding is provided for by 12 monthly payments included in the operations and maintenance invoices. When the year is closed, Jacobs either returns the portion that is not used or invoices for the overages. This year the overage is large enough and known soon enough for Jacobs to request payment of the overages within the contract year.

We are expecting an overage of \$60k on the rebateable budget due to unexpected repairs. The centrifuge went down earlier this year which resulted in over \$15k of repairs and \$45k in liquid hauling. These types of repairs are atypical and are not expected in the coming years.

FINANCIAL CONSIDERATIONS

There is \$100,000 of unexpended funds budgeted in the Utility-Waste Water Fund for facility repairs and maintenance that can be reallocated to cover these expenditures in 2023.

<u>Rebateable Item</u>	<u>2022 Budget</u>	<u>Overage</u>
Repairs	\$ 140,000	\$ 15,000
Chemicals	114,000	-
Utilities (Propane/Natural Gas)	40,000	-
Sludge Hauling	40,000	45,000
Total Rebateable Budget	<u>\$ 334,000</u>	<u>\$ 60,000</u>

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

Not Applicable

STAFF RECOMMENDATIONS

Staff recommends approval of contingency funds to cover rebateable budget overage.

Attachments:

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



SUBJECT FOR DISCUSSION

Approving a Contract with Perkins and Will to Provide Design and Engineering Services for the Recreation Center for the New Addition for an Amount not to Exceed \$878,220.00

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Perkins and Will (formally Sinks Combs and Dethlefs) were the Architects for the Recreation Center build and included in the original drawings with the expansion areas for the building. Chris Kastelic was the project lead for this building and knows the history and what the original concepts were for the facility and would be the lead once again for this project. Their firm has done numerous projects not only in our area but nationally as well. In 2005 the Recreation Facility won a major design award and was honored nationally in Recreation Management Magazine. They will provide the following as lined in Exhibit A:

1. Concept/Schematic Design
2. Design Development
3. Construction Contract Administration (CA)
4. Post Construction
5. Drawings Packages Meetings

Timeline for the project would be to get a GC/GM on board by the middle of February 2023 with final construction drawings being done by the end of June 2023. Ground breaking planned for late July early Aug. 2023. Building construction estimated to be 12 months.

FINANCIAL CONSIDERATIONS

This amount was budget in the \$10,000,000.00. The construction estimate is \$8,300,000.00 and would be part of the bond that was approved by the voters.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

There are a couple of alternatives:

1. To seek other architecture firms through a bid process.

STAFF RECOMMENDATIONS

We recommend to hire Perkins & Will to provide Architectural Design and Engineering Services for the additions for an amount not to exceed \$878,220.00.

Attachments: a. Recreation Center Agreement and Proposal from Perkins and Will

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



RECREATION CENTER

Agreement

This Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter “City”) and **PERKINS & WILL, INC.** (hereinafter “CONTRACTOR”).

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

1. **SCOPE OF WORK.** Contractor will furnish all design services, tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated in and for a permanent part of the completed scope of work. Contractor shall provide and perform all necessary services, labor in a first class and workman-like manner and in accordance with the conditions and prices stated in the bid proposal and the requirements, stipulations, provisions and conditions of the contract documents. Contractor shall perform, execute, and complete all things mentioned to be done by the Contractor and all work included in the scope of work and original recreation center design bid specifications, including but not limited to participating in public meetings, meeting with Committee members and staff, presenting a project cost analysis and preliminary drawings and cost estimates to tender to City Council and to provide adequate information from which a ballot initiative may be submitted to the voters of Fort Lupton in November of 2022, pertaining to any possible expansion of the Fort Lupton Recreation Center. Contractor shall provide all professional liability insurance and or bonds as required by the City prior to commencement of work. Contractor shall provide adequate insurance coverage in the minimum amounts of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. All certificates of insurance from contractors should list the City as an additional insured.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth in the original recreation center design bid specifications and the Contractor’s Bid proposal set forth as **Exhibit A**. In the event of any conflict between any of these documents, this document shall control.

3. **TIME OF COMPLETION.** The Contractor agrees to commence work immediately upon execution of this Agreement and to complete all work by no later than **December 31, 2023.**

4. **CONTRACT SUM.** The City shall pay to the Contractor for performance and completion of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of **\$878,220**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon inspection and acceptance of the work by the City, in its sole discretion, including completion by the Contractor of any punch-list items as determined by the City and execution of any releases by Contractor deemed necessary by the City.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** No change orders shall be allowed on this project unless with written approval of the City. The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Contractor in writing, that lawful appropriations to cover the costs of this additional work has been made.

6. **WARRANTY.** Contractor shall notify the City when the scope of work is completed and the City shall confirm completion of the work, in the City's sole discretion. Once the scope of work is confirmed by the City as completed, the Notice of Commencement of Warranty, if any is applicable will be tendered by the City. The warranty period, if any is applicable, shall only commence upon execution and tendering of the appropriate Notice to the Contractor by the City and said warranty shall continue for two years from tendering of said Notice.

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

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

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

10. **GOVERNING LAW.** Contractor agrees to comply with all local, state and federal laws in its performance of work under this Agreement. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to third party mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

11. **OSHA REQUIREMENTS.** Contractor agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Contractor shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. Contractor acknowledges and agrees that with respect to the scope of work under this contract, it shall comply with all obligations and assume all responsibilities imposed upon the “controlling contractor” as such term is defined and construed under all OSHA rules and regulations. The Contractor shall adhere to all federal, state and local safety and health regulations, laws and ordinances.

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

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

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

15. **INDEMNIFICATION BY CONTRACTOR.** Contractor shall indemnify and hold the City harmless from any damages, including but not limited to any loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising the negligence or other fault of Contractor or its subcontractors pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

16. **TERMINATION.** This Agreement may be terminated, with or without cause by the City by tendering seven (7) days written notice. Upon providing any notice of termination for convenience, the City shall pay for all approved work completed prior to tendering said notice.

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

EXECUTED THIS _____ DAY OF _____, 2022.

CITY OF FORT LUPTON, COLORADO

BY: _____
TITLE: _____

CONTRACTOR: PERKINS & WILL, INC.

BY: _____
TITLE: _____

Perkins&Will

November 27, 2022

Mr. Monty Schuman
Director
Fort Lupton Parks and Recreation
mschuman@fortluptonco.gov
720.466.6162

Monty,

It should go without saying that we are very excited about the opportunity to complete the addition to the recreation Center that we began planning so many years ago. After the time we have spent helping to articulate the vision for the recent successful election, we are pleased to provide this proposal for the complete design services.

We have articulated our understanding of the scope of work and the proposed fee for completing the architectural design and engineering services for the additions. We have prepared the detailed list of scope for architectural and engineering services. If you have any questions regarding the information in this proposal, or any of the services we have listed, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Kastelic", with a stylized flourish extending from the end.

Chris Kastelic, AIA, LEED AP
Principal
Perkins&Will
chris.kastelic@perkinswill.com

ASSUMPTIONS AND CONSIDERATIONS

Description of the Project:

Our proposal is based on the information developed over the last several months and contained in the conceptual plans and estimate of probable costs presented on September 20,2022. We have assumed that the conceptual plans will form the basis of the design.

The project includes a 15,000 gross square foot addition to the existing recreation center with a gymnasium and fitness addition to the North and an aquatic addition to the south, with other supporting program components. The scope of renovations to the existing building are limited to the family change room area in the location of existing pool offices, and any modifications to systems and infrastructure to accommodate the proposed addition.

Phases of Design

- Schematic Design
- Design Development
- Construction Documents
- Bidding and Negotiation
- Construction Contract Administration

Proposed Team

For the purposes of Conceptual and Schematic Design, we propose the following list of consultants to provide consulting engineering services

Civil Engineering
Landscape Design
Structural Engineering
Mechanical, Plumbing
Electrical Engineering
Aquatic Design

JVA Engineering
Design/Build (to be selected)
Martin/Martin Engineering
The Ballard Group
Innovative Electrical Systems
Counsleman Hunsaker

Meetings

- Conduct bi-weekly meetings with the planning team with meeting minutes published by Perkins&Will within (3) three business days following each meeting for the content related to the building design.
- Meetings with review of design efforts with the City of Fort Lupton review agencies including Planning and Zoning, Building department, Fire Department and Public Works.
- Regular meetings with the architect and consulting engineers for project coordination and quality control.

Contract

If this proposal is acceptable and we move forward with the design services, we would suggest that this proposal be incorporated as Exhibits to an AIA-B141 Standard Form of Agreement between Owner and Architect. At that point we would establish in more detail the obligations of each party to the agreement.

EXHIBIT A

Scope of Services

Basis of Proposal

This proposal is based on our understanding of the Scope of Services as developed in the feasibility study prepared prior to the November 2022 election defining the project components. Our understanding of the project program is summarized below.

The City of Fort Lupton wishes to construct an approximately 15,000 gross square foot, single-story addition to the existing Fort Lupton Recreation Center located at 203 S Harrison Ave, Fort Lupton, CO 8062. The estimated construction budget is approximately \$8,300,000 in 2022 dollars, not including professional fees or owner soft costs. The buildings will be constructed in systems and materials consistent with the original building construction.

Included Scope:

Site Plan:

- Site boundary is limited to the areas impacted by the building addition footprint.
- Grading will be limited to adjusting existing grade to the new addition. Site grading beyond the immediate area surrounding the building is not anticipated.
- Additional parking is assumed to not be required by the proposed addition.
- The existing utilities will be modified and relocated as necessary to avoid the proposed addition location. No new utilities or capacity are anticipated.

Building Addition/Renovation:

Area	Building Size (sq. ft.)	Pool Size (sq. ft.)
Program Pool	4,500	1,800
Gymnasium	6,840	N/A
Fitness Area	3,000	N/A
Renovated Pool Offices/Family Change Area	400	N/A
Totals	14,740	1,800

Architecture & Interior Design Scope

Concept/Schematic Design Phase:

- Architectural floor plans, exterior elevations, building sections showing components reflecting the established program and massing.
- Coordination of subconsultants drawings and Revit modeling Level 300 as basis.
- Design meetings with the owner's steering committee and stakeholder groups, anticipated bi-weekly during the design phases. Meetings can be virtual or in-person dependent on Covid19 restrictions.
- Exterior renderings of the proposed design in computer Illustrative format, up to (2) exterior views are included in the base fee. If additional views are requested, they can be provided upon evaluation of the additional scope and fee necessary based on the complexity of the request.
- Interior renderings of the proposed design in computer Illustrative format, up to (2) interior views are included in the base fee. If additional views are requested, they can be provided upon evaluation of the additional scope and fee necessary based on the complexity of the request.
- The Site concept will be based on the design prepared in the feasibility study.
- Meet and document meetings with the regulatory agencies; City Planning, Building Department, Health Department, Fire Department, Water/Sewer
- Building Code Analysis and Plans
- Accessibility/ADA Analysis and Site Plan
- A Basis of Design Report (BODR) in Schematic Design describing details of design not provided in drawings such as the following:
 - Comparison of actual area to program area
 - Building Code review
 - Outline Specifications of materials, systems and equipment
 - Fixture, Furnishings and Equipment Draft List
- Geotechnical Report by others reviewed and recommendations incorporated into the design
- Traffic Report not required.
- Quality Control documentation and verification
- Review of CMGC's cost estimates and Best Value Analysis recommendations
- Interior design including preliminary finishes and materials
- Preliminary FF&E List and draft for Owner's use. Owner provides selection, specifications and procurement.
- Specifications, outline formal for Schematic Design, full specifications for Design Development and Construction Documents
- Assist owner in the evaluation of prospective Construction Manager/General Contractors (CMGC). Scope includes review of contractor proposals, attendance of up to (3) three contractor interviews.

Design Development Phase:

- Refinement of architectural floor and reflected ceiling plans, exterior and interior elevations, building and wall sections, details, and schedules showing major components reflecting the established program and building systems.
- Refinement of the site plan.
- Meet and document meetings with the AHJ's; City Planning, Building Department, Health Department, Fire Department, Water/Sewer
- Update Building Code Analysis and Plans
- Update Accessibility/ADA Analysis and Site Plan
- Coordination of subconsultants drawings and Revit modeling Level 300 as basis.
- Documents necessary for City's CDP submittal
- Review of CMGC's cost estimates and Best Value Analysis recommendations
- Interior design including all finishes and materials, interior elevations, reflected ceiling plans, schedules and key details
- Update FF&E List as needed
- Full specifications CSI Format

Construction Documents Phase:

- Refinement of architectural floor and reflected ceiling plans, exterior and interior elevations, building and wall sections, details, and schedules showing major components reflecting the established program and building systems.
- Refinement of the site plan.
- Meet and document meetings with the AHJ's; City Planning, Building Department, Health Department, Fire Department, Water/Sewer
- Update Building Code Analysis and Plans
- Update Accessibility/ADA Analysis and Site Plan
- Coordination of subconsultants drawings and Revit modeling Level 300 as basis.
- Review of CMGC's cost estimates and Best Value Analysis recommendations
- Interior design including all finishes and materials, interior elevations, reflected ceiling plans, schedules and key details
- Code required signage
- Update FF&E List as needed
- Full specifications CSI Format

Construction Contract Administration Phase (CA):

- Review Contractor Schedule of Values
- Review and comment on Contractors Critical path Schedule
- Review and approve all construction shop drawing submittals in a timely manner within the duration stipulated in the Contract for Design Services
- Respond to Contractor Requests for Information (RFIs) in a timely manner within the duration stipulated in the Contract for Design Services.
- Issue Bulletins for supplemental information or construction change directives for necessary modifications to the contract documents (drawings and specifications)
- Weekly Site Visits/OAC Meeting and Field Observation Reports
- Change Order Proposal Request and Change Order Review
- Pay Application Review and approval
- Punchlist job walk to identify repairs and quality control necessary for final sign-off of the work, in compliance with the contract documents. Partial or pre-punch walks are acceptable to the Architect to mitigate later repairs, particularly for systems that may be covered, or may be difficult to remedy once finishes are complete. A pre-engineered structure pre-punch is included, Punchlists (up to 3), Backpunches (up to 3),
- Certification of Substantial Completion
- CMGC's O&M and As-Built Review.

Post-Construction:

- 11-month Warranty Walk-Through with Owner and CMGC to evaluate building conditions and make necessary warranty claims prior to expiration of the implied construction warranty.

Drawing Packages

Drawing Packages for the following phases/milestones to be provided by the Design Team (percentage review phases TBD by Owner):

- 100% Schematic Design
- 50% Design Development
- 100% Design Development
- 50% Construction Documents
- 90% Construction Documents
- Permit Set – Stamped and Signed
- 100% Construction Documents
- Addenda
- "For Construction" Set as needed for CA

Meetings

- During the design phases, conduct meetings bi-monthly (every other week) with City Staff and/or their representatives and the CM/GC (to be selected), with meeting minutes published by Perkins&Will within (3) three business days following each meeting. Perkins&Will will lead meetings during the Design phases, dates and format to be determined with the Owner, up to (16) meetings included in the base fee.
- Attend (1) meeting regarding the Site Planning Development hearing as requested by the Owner.
- Meetings for review of design with City review agencies including Planning and Zoning, Traffic, Building Department, Fire Department and Public Works.
- Minimum 2-week owner review period for review drawings at each design phase and follow up meeting to discuss comments and directives.
- Minimum Bi-weekly On-Site Visits/OAC Meeting and Field Observation Reports

Additional Services not included in the base Scope of Services, but could be added for negotiated additional fee:

- Building system commissioning
- Cost Estimating in addition to that provided by the selected CMGC
- LEED or other sustainable Certification tracking processes or submittals
- Wetlands surveying and/or mitigation. permitting
- Record Drawings
- Additional meetings beyond those stipulated
- Multiple Bid or Permit Packages.
- Traffic Analysis (By Owner)
- Furnishings, Fixtures and Equipment selection, specifications and procurement (By Owner)
- Site property survey (By Owner)

Services specifically excluded from our services:

- Survey and abatement of hazardous materials of any existing structures on subject properties
- Brownfield site analysis or mitigation
- Design of public utilities beyond the boundaries of the subject property
- Special inspection, and review of contractor's means and methods
- Geotechnical investigation
- Permit and Plan Review fees
- Drawings or submittals related to the FEMA CLOMR-LOMR process and floodplain mitigation is By Owner.

Civil Engineering

Schematic Design:

- Attend onsite and virtual meetings with design team and Owner to determine development requirements and confirm the scope of work and develop conceptual civil programming
- Attend pre-application meeting with the AHJ to determine development requirements
- Review site topographic survey
- Coordinate with Architect and Landscape Architect on site layout and programming
- Generate project design base sheets from ACAD compatible electronic design files received from Architect and Surveyor
- Prepare SD erosion and sediment control plan for the project work area
- Prepare onsite SD storm system plan and associated storm system calculations/report as required by local permitting agency
- Prepare SD site grading plan of project work area
- Prepare SD utility plans and ensure compliance with Project needs
- Provide electronic design files based on Task 1 layout

Design Development:

- Attend onsite and virtual DD meetings with design team and Owner
- Coordinate with Perkins&Will for assistance with design review submittal package. JVA will provide necessary scope of work-related exhibits
- Obtain and review permitting agency staff report and update site layout as necessary. Attend two (1) public hearing, as required, to assist Perkins&Will in presenting the improvements
- Complete drainage calculations as necessary for agency review
- Advance the SD package to DD level documents
- Develop DD level technical specifications as required
- Perform coordination with other disciplines and Architect
- Provide advanced electronic design files

Construction Documents:

- Participate in virtual bi-weekly team check-in meetings (assumed to be one hour each)
- Advance the DD package to CD level documents
- Develop complete construction documents and specifications as required for desired delivery method
- Reconcile scope with project budget, as required
- Coordinate final drawings with other disciplines
- Perform in-house quality control peer review and principal engineer review
- Coordinate and provide permit submittal documents

Permitting & Bidding:

- Assist Perkins&Will with permitting process with AHJ. All land use compatibility, Development Permit and Site Construction Permit will be handled by Perkins&Will with JVA providing supplemental information as necessary to assist
- Review and respond to AHJ comments
- Provide response to all civil related Requests for Information (RFI) received during the bidding period as needed
- Prepare necessary addendum plans, specs, and summaries

Construction Administration:

- Provide response to all civil related Requests For Information (RFI) received during construction as needed

- Perform review of shop drawings, material testing reports, inspection reports, and other submittals
- Attend periodic project meetings and perform necessary site visits and observations. Site visits will be coordinated with Architect as necessary
- Prepare and distribute field reports
- Provide review and make recommendations for material substitution requests, alternate construction options (design not included), and change orders issued by the General Contractor
- Prepare preliminary and final punch lists

The following services are not included in the above fee proposal but can be provided for additional services upon your request:

- Proposal assumes adequate utility services are available to the property
- Special inspection services (to be provided by others)
- All System Development Charges, land development fees, permitting fees, application fees, platting fees, subdivision guarantees, etc.
- Design revisions associated with a value engineering (VE) process after completion of design
- Structural and Civil record drawings for both the Owner and requested/required by any agency are excluded. It is anticipated that the Contractor will prepare as-builts for the Owner. Should any agency or utility provider require as-builts or electronic AutoCAD files, an additional service shall be provided to prepare and deliver the necessary information

Structural Engineering Scope

Schematic Design:

- Consult on defining the nature and scope of the Project. Establish design criteria. Consider alternate systems, materials, equipment, and construction methods, and summarize findings in a written narrative. Select conceptual design solutions and prepare sketches or other documents to establish systems. Structural drawings are anticipated to be required for Schematic Design.
- Attend onsite and virtual SD meetings with design team and Owner to confirm the scope of work and develop conceptual structural programming
- Provide comprehensive review of Architectural working design and coordinate structural systems
- Perform schematic design of structural systems

Design Development:

- Expand conceptual design solutions. Prepare drawings or other documents to describe and fix the size and character of the Project, the relationship of components, and space requirements. Establish Primary Structural Systems and any appropriate dimensions. Size and/or describe major structural components. Consult on critical space allowances and clearances. Develop Building Information Modeling (BIM) to include preliminary representations of structural elements to a Level of Development (LOD) defined in the Project BIM Execution Agreement. Provide preliminary structural information for use by others to prepare a rough order of magnitude cost estimate.
- Attend onsite and virtual DD meetings with design team and Owner to confirm the scope of work and coordinate the SD structural programming
- Advance the SD package as required to identify primary structural systems and necessary construction sequencing and techniques required
- Perform modelling and analysis as required for new structural systems
- Perform structural design of system components
- Develop DD level technical specifications as required (mark-up of Architectural specifications assumed)
- Prepare DD level foundation plans and structural sections for budget analysis and revise as necessary
- Prepare DD level framing plans and structural sections for budget analysis and revise as necessary
- Perform coordination with other disciplines and Architect
- Provide electronic design files based on Architect's layout

Construction Documents:

- Construction Documents: Prepare final structural engineering calculations and design drawings for the Primary Structural Systems and assist in the preparation of specifications for the structural portions of the Project. Provide progress drawings and/or post BIM at progress intervals established for the Project. Develop BIM to include representations of structural elements to a LOD defined in the Project BIM Execution Agreement. Provide stamped copies of Construction Documents for permitting, as indicated under the "DELIVERABLES" section below.
 - a. Consult on non-structural elements, which are not part of the Primary Structural Systems. The purpose of consultation is to determine the design forces of these elements on the Primary Structural System and to assist other Design Team members in developing details to be included in their drawings.
 - b. Assist in the preparation of performance-based specifications and drawings that define the system and the design criteria for the following Deferred Submittal elements:

- 1) Curtain wall systems/exterior metal stud walls (non-load bearing)
- 2) Skylight systems
- 3) Stairs, guardrails, and handrails
- 4) Open-web steel joists or joist girders
- 5) Wood or metal stud trusses
- 6) Combined wood, metal, or plywood joists
- 7) Precast and/or Prestressed concrete, core and double tee slabs, beams, panels, or columns

c. Recommend scope and frequency of structural testing and inspection to be performed by others.

d. Respond to the comments from the AHJ regarding documents submitted for permit and update such documents, if necessary.

- Participate in virtual bi-weekly team check-in meetings (assumed to be one hour each)
- Develop complete construction documents and specifications as required for desired delivery method
- Reconcile scope with project budget, as required
- Coordinate final drawings with other disciplines
- Perform in-house quality control peer review and principal engineer review
- Incorporate final review and coordination comments
- Coordinate and provide permit submittal documents

Permitting & Bidding:

- Assist in determining the qualifications of structural trade subcontractors. Respond to queries of bidders regarding interpretation of Construction Documents. Provide clarifying addenda. Review and act upon substitution requests for reasonable alternates included as a part of bidders' submittals. Assist with technical aspects of the bid evaluation performed by the Client or Owner upon request.
- Review and respond to AHJ comments
- Provide response to all structural related Requests for Information (RFI) received during the bidding period as needed
- Prepare necessary addendum plans, specs, and summaries

Construction Administration:

- Provide response to all structural related Requests for Information (RFI) received during construction as needed
- Perform review of shop drawings, material testing reports, inspection reports, and other submittals
- Attend periodic project meetings and perform necessary site visits and observations. Site visits will be coordinated with Architect as necessary

a. Review required Manufacturers' and Suppliers' shop or erection drawings, allied submittals, and samples furnished by the Contractor for structural components of work. This review will be for general conformance with the design concept and will not include checking of dimensions and quantities, nor review of the Contractor's means and methods of doing the work. Return required shop drawings with the Engineer's comments via electronic mail.

b. Review of Deferred Submittal elements designed by others for specified loads and criteria specified on the structural Contract Documents only. The Supplier and/or Engineer who designed the elements are fully responsible for the design.

c. Review and respond to the Contractor's Requests for Information (RFIs) when they request clarification to the Contract Documents. RFIs submitted by the Contractor to address conditions of nonconformance will result in "ADDITIONAL SERVICES," as noted below.

d. Make up to a maximum of 5 visits to the construction site to observe the structural elements of the Project and/or attend construction-related meetings. These visits will be timed to observe the structural work at appropriate points based on the judgment of Martin/Martin, Inc. personnel. The purpose of these visits will be to observe the quality of work and the progress of construction. During such visits, and on the basis of these observations, Martin/Martin, Inc. personnel will use their professional judgment to ascertain and develop a professional opinion on whether the work is generally in conformance with the structural design intent. Observation included with this proposed Agreement does not satisfy the "Special Inspection" requirements of the International Building Code.

The following services are not included in the above fee proposal but can be provided upon your request:

- All structural engineering and coordination associated with the recreation and competitive pools, slides, slide platforms, pool equipment, etc. (provided by pool consultants structural engineer).
- Design revisions associated with a value engineering (VE) process after completion of design
- Structural record drawings for both the Owner and requested/required by any agency are excluded. It is anticipated that the Contractor will prepare as-builts for the Owner. Should any agency or utility provider require as-builts or electronic AutoCAD files, an additional service shall be provided to prepare and deliver the necessary information

Mechanical and Plumbing Engineering Scope

Project Understanding:

- Heating, Ventilation and Air Conditioning design and construction documents for Design Development through Construction Documents. Mechanical system narrative and one-line diagrams for Schematic Design phase.
- Plumbing design and construction documents to +/-5' outside of building.
- Fire protection design including equipment selection, required details and specifications. System layout will be performed by the successful fire protection contractor.
- Construction phase services including RFIs, shop drawing review, punchlists and (5) site observations.
- Our HVAC systems shall be package gas fired DX rooftop units with VAV reheat. The pool dehumidification system shall include an energy recovery unit that primarily uses dry ambient outside air for dehumidification of the natatorium. When the ambient conditions are humid and not adequate for dehumidification using only outside air, the unit shall use an integral refrigeration system for mechanical dehumidification. This system includes a direct expansion DX dehumidification coil in conjunction with and a hot gas re-heat coil and an integrally mounted air cooled condenser to provide dehumidification as required to maintain an indoor relative humidity at its set point of $\approx$ 55%-60% RH. The boiler system for building reheat and possible pool heating shall be high efficient direct fired boilers.
- Provide all necessary code required forms as required by building department.
- Commissioning assistance/participation with the designated owner or third-party Commissioning Agent is included in the base scope of this contract.

Mechanical Engineering Scope of Services -Schematic Design:

- Mechanical System Option Meeting with users to discuss energy efficiency opportunities.
- System calculations.
- System equipment selections.
- System preliminary layout for room/roof development, IE: Rooftop unit, air handler, water heaters, boilers, pumps etc.
- Preliminary shaft requirements.
- Provide HVAC layout drawings.
- Provide schematic narrative.

Mechanical Engineering Scope of Services - Design Development:

- Review Schematic one line and narrative with Users.
- Review system budget and VE where needed.
- Redo System calculations.
- Reselect system equipment.
- Revise layouts to a more accurate scale for room/roof development, IE: Rooftop unit, air handler, water heaters, boilers, pumps etc.
- Revise shaft requirements.
- Revise HVAC drawings with sizing per calculated loads.
- Start plumbing drawings.
- Provide plumbing fixture cut sheets for owners review.
- Start fire protection zone layouts and equipment selections.
- Coordinate with all disciplines.
- Complete DD specification.
- In house review by principal.

Mechanical Engineering Scope of Services- Construction Documents:

- Review DD with users.
- Review system budget and VE where needed.
- Redo System calculations final.
- Reselect system equipment final.
- Finalize room/roof layouts, IE: Rooftop unit, air handler, water heaters, boilers, pumps etc.
- Finalize shaft requirements.
- Finalize HVAC drawings with sizing per calculated loads.
- Coordinate HVAC with structure, lighting and ceilings.
- Finish plumbing drawings.
- Complete plumbing isometrics.
- Complete fire protection zone layouts and equipment selections.
- Coordinate with all disciplines.
- Finalize specification.
- In house review by principal.

Mechanical Engineering Scope of Services - Bidding & Negotiating:

- Answer contractor questions.
- Answer AHJ review comments.
- Provide clarification drawings in addendum form for changes as needed.

Mechanical Engineering Scope of Services - Construction Administration:

- Answer and provide required drawings for contractors RFI's.
- Review all contractor submittals, layouts and drawings.
- Perform shop drawings review and site visit observations.
- Attend project-required meetings.
- Prepare site observation reports and review contractor responses.

The following services are excluded:

- Opinion of Probable Cost (to be provided by the CMGC)
- Record Drawings
- Site Utilities
- Energy Modeling
- LEED Certified Building or other sustainable certifications

Electrical and Low Voltage Engineering Scope

Project Understanding:

Contract Drawings will be prepared using Revit.

The selected CMGC will prepare all cost estimates; an Electrical Engineer will provide review only.

The following peripheral electrical systems are included in the project, and coordination by IES will be performed with the Owner-contracted vendor and/or design consultant for each system:

- Access Control
- Security/Surveillance
- Public Address/Mass Notification
- Master Clock Systems

The following items will be design/build systems; IES will prepare design/build performance specifications:

- Fire Alarm

Three-phase utility power is available on property and has capacity to serve this project. This Scope of Work does not include design upgrades to utility primary services, if it is determined that existing utility infrastructure is inadequate to support the project.

This Scope of Work does not include any LEED or Green Building design efforts

Site Design

- Perform project electrical load calculations.
- Design pedestrian pathway lighting.

Building Design

General:

- Design general power distribution system which will consist of maintenance receptacles around perimeter of each space..
- Design data systems (telephone, data, CATV).
- Design general interior/exterior, egress/exit lighting.
- Design power distribution and lighting for food truck area.
- Design power to HVAC and plumbing equipment

IES will coordinate with the Owner-contracted vendor and/or design consultant to obtain device locations, raceway and recessed box requirements and power requirements which will be shown on the electrical drawings for each system below:

- Access Control
- Surveillance
- Public Address/Mass Notification
- Master Clock Systems

Coordinating with the Building Department is included.

Services During Bid: This Scope of Work includes answering Bidder questions.

Services During Construction: This Scope of Work includes the following:

- Responding to RFI's.
- Performing submittal reviews.
- Two site visits during construction.
- One site visit at project completion to prepare a final punchlist.

Excluded Services:

- This Scope of Work does not include design upgrades to utility primary voltage services.
- Design to accommodate a standby generator.
- Construction cost estimating, this will be provided by the selected CMGC.
- Preparation of life-cycle cost analyses.
- Surveys and preparation of as-built or record drawings/specifications after design and construction completion.
- Changes required by Contractor substitutions, value engineering, or other changes beyond the control of the Engineer.

Aquatic Design Scope

Based upon the agreed upon program, schedule and construction budget requirements, the aquatic consultant shall prepare, for approval by CLIENT, documents consisting of drawings and other documents illustrating the scale and relationship of swimming pool project components. Schematic Design phase deliverables shall include the following:

1. Swimming pool plan view(s).
2. Swimming pool longitudinal sections.
3. Preliminary narrative of systems, equipment, finishes and specialty details

Design Development Phase:

Based upon the approved Schematic Design Documents and any adjustments authorized by the client in the program, schedule or construction budget, the aquatic consultant shall prepare Design Development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to swimming pool and splash pad architectural, mechanical and electrical systems, materials and such other elements as may be appropriate. Design Development Phase deliverables shall include the following:

1. Swimming pool plan view(s).
2. Swimming pool longitudinal and cross-sections.
3. Swimming pool finish details.
4. Swimming pool rail goods / competitive equipment details.
5. Outline specification in CSI format.

The aquatic consultant shall provide building and infrastructure requirements, including design criteria, as needed to service the swimming pool equipment, including:

1. Swimming pool equipment room dimensions.
2. Sanitary/storm sewer requirements and points of connection.
3. Domestic water requirements and points of connection.
4. Natural gas requirements and points of connection.
5. HVAC requirements for swimming pool equipment.
6. Electrical requirements and points of connection for swimming pool and splash pad equipment.

Mechanical Drawings:

- Swimming pool piping plan.
- Swimming pool mechanical equipment piping plan.
- Swimming pool mechanical equipment sections.

Electrical Drawings:

- Swimming pool underwater lighting plan.
- Swimming pool timing system / scoreboard plan.
- Swimming pool single phase panel schedule.
- Miscellaneous swimming pool electrical details.

Miscellaneous:

- Swimming pool / surge tank structural calculations.
- Final form swimming pool technical specifications in CSI format.

Construction Documents Phase:

The design team suggests delivering the pool, mechanical and filtration systems through a design/build agreement with a pool builder. The Aquatic consultant will provide design assist services to assist in the design of the sanitation and mechanical systems, and that pool details are consistent with the existing pool, and aligned with the expectations of the owner. They will provide design review and suggestions to the selected pre-qualified pool builder and answer any questions about the schematic design and design development intent.

Exclusions:

- Design of structural systems related to pool shell, surge pits, and other structural requirements.
- Soils testing/engineering, including finalized geotechnical investigation report.
- LEED or sustainable design practices
- Construction observation of the design/build pool construction team.
- All construction projects require inspection and maintenance following completion. Operation, inspection, and maintenance are the sole responsibility of the project Owner.

EXHIBIT B
Fee Proposal

Consultant Firm / Role	Schematic Design	Design Development	Construction Documents	Bidding/ Negotiation	Construction Contract Administration	Total Base Fee	% of Base Fee
Perkins&Will Architect of Record	\$90,000	\$120,000	\$240,000	\$30,000	\$120,000	\$600,000	69.69%
JVA Civil Engineering	\$4,500	\$6,000	\$12,000	\$1,500	\$6,000	\$30,000	3.48%
Martin/Martin Structural Engineering	\$11,250	\$15,000	\$30,000	\$3,750	\$15,000	\$75,000	8.71%
TBD (Design/Build) Landscape	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
The Ballard Group Mechanical & Plumbing	\$12,900	\$25,800	\$32,680	\$1,720	\$12,900	\$86,000	9.99%
IES Electrical, Lighting, Low Voltage, IT	\$4,500	\$13,500	\$18,000	\$0	\$9,000	\$45,000	5.23%
Counsillman Hunsaker Aquatic Design (D/B Design Assist)	\$2,500	\$7,500	\$15,000	\$0	\$0	\$25,000	2.90%
Base Fee Team Total by Phase	\$125,650	\$187,800	\$347,680	\$36,970	\$162,900	\$861,000	
% of Base Fee by Phase	14.59%	21.81%	40.38%	4.29%	18.92%	100.00%	
Fee as a % of construction						10.37%	
Reimbursable Expenses						\$17,220	
Total Fee w/ Reimbursables						\$878,220	

EXHIBIT C
Schedule of Hourly Rates

Principal	\$330
Associate Principal	\$290
Technical Director	\$250
Sr. Project Manager	\$240
Sr. Project Designer	\$220
Sr. Project Architect	\$220
Sr. Technical Coordinator	\$200
Project Manager	\$200
Project Designer	\$175
Project Architect	\$175
Technical Coordinator	\$175
Sr. Visualization Artist	\$150
Visualization Artist	\$125
Arch III/Design III	\$140
Arch II/Design II	\$125
Arch I/Design I	\$110
Interior Designer	\$125
Administrative	\$100
Intern	\$90

Standard Terms and Conditions

Perkins and Will shall provide services as specified in the Letter Agreement dated Wednesday, November 30, 2022 between Perkins and Will and The City of Fort Lupton (Client), and in accordance with the following Standard Terms and Conditions unless otherwise stated in the Letter Agreement.

STANDARD OF CARE

Perkins and Will shall perform its services consistent with the professional skill and care ordinarily provided by architects, interior designers, or planners (depending upon the scope of services performed) practicing in the same or similar locality under the same or similar circumstances. Perkins and Will makes no further representation or warranty or guarantee (and none shall be implied by conduct) as to its services, or those of its consultants.

INVOICING AND PAYMENT POLICY

Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of Perkins and Will's invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the legal rate prevailing from time to time at the principal place of business of Perkins and Will. All invoices for fees and expenses must be paid in full prior to the release of deliverables, including permit documents, prepared in final form as a consequence of the professional services rendered and invoiced.

Additional Services are services not included in Perkins and Will's Basic Services scope but may be required for the Project. Additional services shall arise when the Client materially modifies any initial information provided to Perkins and Will in relation to the Services to be provided, or where the Client directs changes to Services previously provided, or where modifications are otherwise required for reasons outside of the control of Perkins and Will. Perkins and Will shall provide such Additional Services only if mutually agreed upon by Perkins and Will and Client, and Client shall compensate Perkins and Will either at the hourly rates indicated in the Letter Agreement or for a mutually agreed upon fixed fee.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Perkins and Will and Perkins and Will's consultants directly related to the Project. Reimbursable Expenses shall be charged to the Client at cost plus 10% of the expense incurred.

Within the time for payment to become due, the Client shall examine the invoice for accuracy and completeness with respect to the performance of services during the invoiced time period. The Client shall raise any questions or objections which it may have regarding the services performed, the format of or information on the invoice within the time for payment coming due, and will pay any undisputed amounts.

Compensation amounts proposed in the Letter Agreement are valid for thirty (30) days, after which time they are subject to re-evaluation. Hourly rates are subject to annual adjustment.

CLIENT INFORMATION

The Client shall furnish the services of geotechnical engineers, site surveys, environmental surveys, hazardous materials, and other tests, inspections, and reports if reasonably requested by Perkins and Will.

Following its good faith evaluation of the information provided, Perkins and Will shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client and the Client's consultants as well as upon the implied representation that Perkins and Will may incorporate any documents, graphics, information, and data (in whole or in part) provided by the Client and the Client's consultants into the Instruments of Service without infringing upon the intellectual property rights of any third party. Perkins and Will shall provide prompt written notice to the Client if Perkins and Will becomes aware of any error, omission or inconsistency in such services or information.

Verification of existing conditions and dimensions, if provided, is based on access to visible elements and is not intended to be exhaustive or incontestable. Rather, such verification is intended to confirm the general limits of existing spaces for planning purposes only.

HAZARDOUS MATERIALS

Perkins and Will shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Unless otherwise disclosed and arranged for disposal, the Client represents to Perkins and Will that, to the best of the Client's knowledge and belief, no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located on the Project site, or adjacent thereto. Further, within the definition of such statutes or regulations, no part of the Project site, including the ground water located thereon, is presently contaminated with such substances.

CONTRACTOR MEANS & METHODS

Perkins and Will shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor shall Perkins and Will be responsible for the Client's construction contractors' failure to perform the construction work in accordance with the requirements of the Contract Documents.

SUSPENSION AND TERMINATION

If the Client fails to make payments to Perkins and Will in accordance with this Agreement, Perkins and Will may suspend its services under this Agreement. If Perkins and Will elects to suspend services, Perkins and Will shall give 7 days' written notice to the Client before suspending services. Perkins and Will shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, Perkins and Will shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Perkins and Will's services. Perkins and Will's fees for the remaining services and the time schedules shall be equitably adjusted.

This Agreement may be terminated by either Party by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, the Client shall pay Perkins

and Will for services performed and Reimbursable Expenses incurred through date of termination, unless otherwise agreed upon by both Parties.

COPYRIGHT AND LICENSING

Perkins and Will and Perkins and Will's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of Perkins and Will and Perkins and Will's consultants.

Upon execution of this Agreement, Perkins and Will grants to the Client a nonexclusive license to use Perkins and Will's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. Perkins and Will shall obtain similar nonexclusive licenses from Perkins and Will's consultants consistent with this Agreement. The license granted under this section permits the Client to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Client's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If Perkins and Will rightfully terminates this Agreement for cause, the license granted in this Section shall terminate.

In the event the Client uses the Instruments of Service without retaining the author of the Instruments of Service, the Client releases Perkins and Will and Perkins and Will's consultant(s) from all claims and causes of action arising from such uses. The Client, to the extent permitted by law, further agrees to indemnify and hold harmless Perkins and Will and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client's use of the Instruments of Service under this Section. The terms of this Section shall not apply if the Client rightfully terminates this Agreement for cause.

Perkins and Will shall have the right to include photographic or artistic representations of the design of the Project among the Perkins and Will's promotional and professional materials. Perkins and Will shall be given reasonable access to the completed Project for such photo documentation. However, Perkins and Will's materials shall not include the Client's confidential or proprietary information if the Client has previously advised Perkins and Will in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for Perkins and Will in the Client's promotional materials for the Project.

DISPUTE RESOLUTION

The parties shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be under the auspices of a recognized, neutral, third-party professional mediation service experienced in handling construction disputes, or other mediation method or service acceptable to the parties, prior to undertaking any other dispute resolution action. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

Perkins and Will and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver includes, without limitation, damages incurred by the Client for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or the services of such persons.

LIMITATION OF LIABILITY

The Client acknowledges that Perkins and Will and its consultants are limited liability entities and agrees that any claim made by it arising out of any act or omission of any director, officer, or employee of Perkins and Will, or its consultants, in the execution or performance of the Agreement, shall be made against the entity and not against any of their individual directors, officers, or employees.

To the fullest extent permitted by law, the total liability in the aggregate, of Perkins and Will and Perkins and Will's officers, directors, employees, agents, and independent professional associates, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Perkins and Will's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Perkins and Will or Perkins and Will's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total compensation received by Perkins and Will under this Agreement, or the sum of \$100,000, whichever is the lesser.

No person or entity other than Client is intended to be a beneficiary of Perkins and Will's services under this Agreement.

FORCE MAJEURE

Perkins and Will shall not be liable for failure to perform the contract or meet any schedule of performance of services to the extent that any delay or impediment arises from causes beyond the control and without the fault or negligence of Perkins and Will. Examples of such causes include but are not limited to, acts of God or of the public enemy, acts of the Client or third parties, fires, floods, pandemics or epidemics, quarantine restrictions, strikes or labor actions, boycotts, freight embargoes, and unusually severe weather.

INTEGRATION

This Agreement is the integrated understanding of the Client and Perkins and Will and all prior understandings or undertakings, whether verbal or in writing regarding the subject matter of this Agreement are superseded by this Agreement. Any modification to this Agreement must be in the form of a writing subscribed to by both parties, including by an exchange of electronic communications expressly containing the agreement to the modification by both parties.



SUBJECT FOR DISCUSSION

Certify the 2022 Mill Levy for Tax Collection in 2023

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Every year the City must certify the mill levy for the following year by December 15th. The 2022 assessed valuation is based is \$282,052,650. This a \$82,955,457 increase over the 2021 valuations. The expected revenue is approximately \$10,483,228 from a 30.360 general mill levy, a 2.127 recreation center debt mill levy and a 4.68 recreation center operating mill levy.

FINANCIAL CONSIDERATIONS

The budget has been built around a 5.5% increase in the property tax revenue in the general fund. With the increase in property valuations we were able to lower the mill levy 7.527 mills.

In November voters approved the continuation of the recreation center debt mill levy. A 2.381 mill levy has been included to cover the debt payments expected with a new bond issue for construction of additions to the recreation center. The 4.86 mills approved by voters in 2004 for the operations and maintenance of the recreation center continues in the 2022 mill levy.

The total mill levies for 2022, 2023 revenue collection, is 37.167 mills.

LEGAL/POLITICAL CONSIDERATIONS

Deadline for certification of mill levy to county commissioners December 15th. Local governments levying property tax must adopt their budgets before certifying the levy to the county. If the budget is not adopted by certification deadline, then 90% of the amount appropriated in the current year for operations and maintenance expenses shall be deemed re-appropriated for the purposes specified in such last appropriation (C.R.S. 39-1-111(1)).

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve Resolution 2022R0xx certifying the 2022 mill levy

Attachments:

- a. Proposed Resolution
- b. Certified Values from Weld County Assessor's Office
- c. Form DLG70 – Certification of Tax Levies for Non-School Governments

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2022XXX

A RESOLUTION OF THE CITY COUNCIL LEVYING GENERAL PROPERTY TAXES FOR THE TAX YEAR 2023, TO FUND THE COST OF GOVERNMENT, FOR THE CITY OF FORT LUPTON, COLORADO FOR THE 2023 FISCAL YEAR.

WHEREAS, the City Council of the City of Fort Lupton has adopted the 2023 Budget and 6 Year Capital Improvement Plan in accordance with Colorado Revised Statutes Title 29; and

WHEREAS, the amount of money necessary to fund the budget for general operating expenses is \$8,563,296; and

WHEREAS, the amount of money necessary to cover the debt service of the Recreation Center is \$600,000; and

WHEREAS, the amount of money necessary to cover the operation & maintenance of the Recreation Center is \$1,320,006; and

WHEREAS, the 2022 net assessed valuation for the City of Fort Lupton is \$282,052,650;

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

Section 1

That for the purpose of meeting general expenses of the City of Fort Lupton for the 2022 fiscal year, there is hereby levied a tax of 41,155 mills upon each dollar of the total valuation for the assessment of all taxable property within the City of Fort Lupton for the tax year 2023 as follows:

Description	Mill Levy	Dollar Amount
General Fund operating expenses	30.360	\$ 8,563,296
Recreation Center Debt Service	2.127	599,926
Recreation Center Operation & Maintenance	4.680	1,320,006
Total Mill Levy	37.167	\$10,483,228

Section 2

That the City Council of the City of Fort Lupton, Colorado hereby certifies to Weld County, Colorado the mill levy as hereinabove determined and set.

Section 3

The City Council hereby finds, determines and declares that this Resolution is necessary for the immediate preservation of the public peace, health and safety, and that it serves a valid public purpose.

APPROVED AND PASSED BY THE FORT LUPTON CITY COUNCIL THIS 6TH DAY OF DECEMBER, 2022.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

CERTIFICATION OF VALUATION BY WELD COUNTY ASSESSOR

Name of Jurisdiction: 0407 - FORT LUPTON CITY

IN WELD COUNTY ON 11/28/2022

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2022 IN WELD COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$199,097,193
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$286,798,380
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$4,745,730
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$282,052,650
5. NEW CONSTRUCTION: **	\$13,462,230
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$2,381,240
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.): ##	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$485.30
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$24,202.71

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b), Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2022 IN WELD COUNTY, COLORADO ON AUGUST 25, 2022

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$1,111,068,115
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$72,079,355
3. ANNEXATIONS/INCLUSIONS:	\$4,489,051
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$73,238
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$1,310,981

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->	\$0
NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2022	
IN ACCORDANCE WITH 39-5-128(1.5) C.R.S. THE ASSESSOR PROVIDES:	
HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	\$214,809
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.	

CERTIFICATION OF TAX LEVIES for NON-SCHOOL GovernmentsTO: County Commissioners¹ of WELD COUNTY, Colorado.On behalf of the FORT LUPTON CITY,
(taxing entity)^Athe Fort Lupton City Council
(governing body)^Bof the FORT LUPTON CITY
(local government)^CHereby officially certifies the following mills
to be levied against the taxing entity's GROSS \$ \$286,798,380.00
assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)Note: If the assessor certified a NET assessed valuation
(AV) different than the GROSS AV due to a Tax
Increment Financing (TIF) Area^F the tax levies must be \$ \$282,052,650.00
calculated using the NET AV. The taxing entity's total
property tax revenue will be derived from the mill levy
multiplied against the NET assessed valuation of: (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED
BY ASSESSOR NO LATER THAN DECEMBER 10**Submitted: 12/07/2022 for budget/fiscal year 2023.
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)**PURPOSE** (see end notes for definitions and examples)**LEVY²****REVENUE²**

1. General Operating Expenses ^H	<u>30.360</u> mills	\$ <u>8,590,879</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < 0 >
SUBTOTAL FOR GENERAL OPERATING:	<u>30.360</u> mills	\$ <u>8,563,296</u>
3. General Obligation Bonds and Interest ^J	<u>2.127</u> mills	\$ <u>599,926</u>
4. Contractual Obligations ^K	_____ mills	\$ <u>0</u>
5. Capital Expenditures ^L	_____ mills	\$ <u>0</u>
6. Refunds/Abatements ^M	_____ mills	\$ <u>0</u>
7. Other ^N (specify): <u>Rec Center O&M</u>	<u>4.68</u> mills	\$ <u>1,320,006</u>
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<u>37.167</u> mills	\$ <u>10,483,228</u>

Contact person: (print) Leann M Perino Daytime phone: (303)857-6694
Signed: _____ Title: Finance Director

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).



SUBJECT FOR DISCUSSION

Accept the 2023 Workers' Compensation quotation from Pinnacol Assurance in the amount of \$238,107, accept the boiler and machinery quotation from Travelers in the amount of \$5,688, accept the cyber liability quotation from Travelers in the amount of \$14,883 for a total of \$258,678.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

IMA is the City's broker of record for Worker's Compensation, Boiler and Machinery and Cyber Liability coverages. They have provided the renewal numbers for these lines of coverage for 2023.

The total cost for the Workers Compensation has gone up for 2023. There are three major factors in Workers Compensation rates: total payroll, rate by occupation and experience rating (eMod). Total payroll is expected to increase in 2023 over 2022. The rates by occupation have mostly decreased with a few increasing for high risk jobs.

The City of Fort Lupton had a very significant claim at the end of 2019 that is still the primary factor in the City's rating going from 0.78 in 2019 to 1.09 in 2020 to 1.25 in 2021. The eMod rating for 2022 is 1.25. For reference, a number above 1 means that your claims are above average; below 1.00 means your claims are below average.

For 2022, Pinnacol offered a renewal at \$238,107, a 45% and \$74,036 increase over 2021. Our broker, IMA, advised us not to shop the Workers Compensation coverage, with the eMod being the driving factor. Pinnacol offered a fair renewal based on the three major factors.

The City did apply and was awarded Cost Containment Certification by the state. This is a certification that verifies that organizations adhere to best safety practices. It also qualifies organizations for discounts on their renewal. Fort Lupton is awaiting approval from the state board. If approved, Fort Lupton may qualify for an additional deduction on the Worker's Compensation Renewal for 2023.

The cost of the Boiler and Machinery coverage increased due to the increase in the City's assets. For 2023, Travelers offered the renewal at \$5,688, a 8.4% and \$439 increase over 2022.

For 2023, Travelers offered the renewal at \$14,883, an 0% and \$0 increase over 2022. This coverage was marketed but all other carriers declined to bid. While the public entity sector has been particularly vulnerable to all manner of cyber attacks, we have not been subject to anything yet. This is a matter of when and not if. With that sentiment in mind, we should expect to see an increase in 2024.

FINANCIAL CONSIDERATIONS

The summary of the cost are as follows:

Coverage	Cost
Workers Compensation	\$ 238,107
Boiler and Machinery	\$ 5,688
Cyber	\$ 14,883
Total	\$258,678

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

The final cost of the Workers' Compensation will likely change after the payroll audit is completed because payroll cost varies.

Workers Compensation is allocated to the general fund, culture parks and recreation fund, recreation center fund, golf course fund and the library fund. Due to the late receipt of the quote, the 2023 budget will need to be supplemented \$103,107 in various funds for the worker compensation premium.

LEGAL/POLITICAL CONSIDERATIONS

The City must carry Workers' Compensation coverage for its employees as required by law. Workers' Compensation is coverage that is set by statute, so the coverage is standardized.

The other coverages are not required, but providing protection for the City's assets that is important.

ALTERNATIVES/OPTIONS

- 1) Shop the coverage and consider other carriers or an insurance pool for 2024.
- 2) Opt to be a Self-Insured municipality.

STAFF RECOMMENDATIONS

Accept the Workers Compensation, Boiler and Machinery and Cyber Liability coverage quotations.

Attachments: a. IMA Insurance Proposal January 2023



Upcoming Events

December 6, 2022	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
December 9, 2022	Parade of Lights
December 13, 2022	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
December 20, 2022	City Council Meeting – CANCELLED
December 26, 2022	City Offices Closed in Observance of the Holidays
December 27, 2022	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
January 3, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
January 10, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.