CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, February 21, 2023
6:00 PM
130 South McKinley Avenue

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

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. February 21, 2023 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. February 7, 2023 City Council Meeting Minutes

b. AM 2023-032 Authorize a 2-year Commitment with Neogov for the Onboarding Software Approved for the 2023 Budget

c. AM 2023-033 Approve the Estimated 2023 Payment to Northern Colorado Water Conservation District (NCWCD) for Windy Gap Carriage Assessment Paid from the Utility Fund for an Amount Not to Exceed $278,662.08

d. AM 2023-034 Approve a Resolution Amending the Fees for Victims Compensation Fund Fee and Municipal Court Surcharges

e. AM 2023-035 Adopting an Ordinance Amending Section 2-155 of the Municipal Code to Set the Victim Compensation Guidelines by Resolution

f. AM 2023-036 Approve a Resolution Amending the Victim Compensation Guidelines

Action Memorandum

a. AM 2023-037 Approving the Purchase of One (1) Tractor for Coyote Creek Golf Course (“CCGC”) in the Amount of $51,335.43, Allocated from the Golf Fund

b. AM 2023-038 Approving the Purchase of One (1) Utility Cart for Coyote Creek Golf Course (“CCGC”) in the Amount of $11,586.00, Allocated from the Golf Fund

c. AM 2023-039 Accepting a Proposal from Gerardo Concrete for the Construction of the Community Center Park Trails, for an Amount Not to Exceed $222,880.00 to be Paid from the Parks Department Capital Projects Account and Approving the Construction Agreement.

d. AM 2023-040 Accepting a Proposal from Adolfson & Peterson Construction, to Serve as the General Manager/General Contractor for the Recreation Center Addition for an

Amount Not to Exceed $671,327.00 Conditioned Upon Approval of the Construction Agreement

e. AM 2023-041 Accepting a 36-Month Contract with Comcast to Supply Internet to the Office Spaces Located at 1200 Dexter, Unit W-12 and W-13, for an Amount Not to Exceed $244.85 per month, Allocated from the General Fund

f. AM 2023-042 Approving a Resolution of the City Council of Fort Lupton Authorizing the Submittal of a Revitalizing Main Streets Grant Application with the Colorado Department of Transportation for the Harrison Avenue Reconstruction Project

Staff Reports

Mayor/Council Reports

Future City Events

a. February 21, 2023 Upcoming Events

Adjourn

Check Report

City of Fort Lupton

By Check Number

Date Range: 02/08/2023 - 02/21/2023

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
					Discount Amount	Payable Amount	
Bank Code: Golf Course-Golf Course							
000024	ACE HARDWARE OF FORT LUPTON		02/14/2023	Regular	0.00	171.20	85664
97354	Invoice	01/19/2023	GOLF-PAINT & PAINT SUPPLIES-PRO…		0.00	77.48	
97389	Invoice	01/23/2023	GOLF-PAINT-PRO SHOP		0.00	13.00	
97391	Invoice	01/23/2023	GOLF-SUPPLIES-PRO SHOP		0.00	39.98	
97420	Invoice	01/25/2023	GOLF-PAINT-PRO SHOP		0.00	40.74	
000183	CALLAWAY GOLF SALES COMPANY		02/14/2023	Regular	0.00	8,186.50	85665
935872934	Invoice	01/24/2023	GOLF-INVENTORY-PRO SHOP		0.00	787.62	
935881570	Invoice	01/25/2023	GOLF-INVENTORY-PRO SHOP		0.00	517.63	
935881573	Invoice	01/25/2023	GOLF-INVENTORY-PRO SHOP		0.00	846.90	
935886313	Invoice	02/02/2023	GOLF-INVENTORY-PRO SHOP		0.00	2,570.04	
935900721	Invoice	01/28/2023	GOLF-INVENTORY-PRO SHOP		0.00	1,448.44	
935915914	Invoice	02/02/2023	GOLF-INVENTORY-PRO SHOP		0.00	131.30	
935916064	Invoice	02/02/2023	GOLF-INVENTORY-PRO SHOP		0.00	1,884.57	
000239	CITY OF FORT LUPTON		02/14/2023	Regular	0.00	3,218.79	85666
FIN2023412	Invoice	01/31/2023	GOLF-PAYROLL EXPENSE 12/24-1/6/2…		0.00	25,760.81	
FIN2023413	Credit Memo	12/31/2022	GOLF-PAYROLL EXPENSE 12/10-12/23…		0.00	-22,542.02	
000291	COLORADO GOLF ASSOCIATION		02/14/2023	Regular	0.00	200.00	85667
33152	Invoice	12/31/2022	GOLF-2023 FACILITY DUES-PRO SHOP		0.00	200.00	
001959	GOLF GENIUS SOFTWARE LLC		02/14/2023	Regular	0.00	3,500.00	85668
126388	Invoice	02/04/2023	GOLF-TM CLUB ANNUAL SUBSCRIPT…		0.00	3,500.00	
000768	MASEK GOLF CAR OF COLORADO		02/14/2023	Regular	0.00	591.75	85669
01-78304	Invoice	02/02/2023	GOLF-PARTS-MAINTS		0.00	591.75	
001137	UNITED POWER		02/14/2023	Regular	0.00	1,248.89	85670
1194602 JAN'23	Invoice	01/31/2023	United Power		0.00	393.23	
1195001 JAN'23	Invoice	01/31/2023	United Power		0.00	421.66	
1195701 JAN'23	Invoice	01/31/2023	United Power		0.00	387.30	
19595600 JAN'23	Invoice	01/31/2023	United Power		0.00	25.49	
6601202 JAN'23	Invoice	01/31/2023	United Power		0.00	21.21	
003138	YATTA GOLF, LLC		02/14/2023	Regular	0.00	688.72	85671
35462	Invoice	02/03/2023	GOLF-INVENTORY-PRO SHOP		0.00	688.72	
002254	ADIDAS AMERICA INC		02/21/2023	Regular	0.00	74.40	85672
6158924835	Invoice	02/10/2023	GOLF-UNIFORMS-PRO SHOP		0.00	74.40	
000048	AIRGAS USA LLC		02/21/2023	Regular	0.00	18.50	85673
9994726211	Invoice	01/31/2023	GOLF-CYLINDER RENTAL-MAINT		0.00	18.50	
000974	ALARM DETECTION SYSTEMS, INC.		02/21/2023	Regular	0.00	654.14	85674
870192-1074	Invoice	03/01/2023	GOLF-MAR23 SECURITY MONITORING		0.00	159.14	
SI-587655	Invoice	02/08/2023	GOLF-SERVICE-PRO SHOP		0.00	495.00	
000183	CALLAWAY GOLF SALES COMPANY		02/21/2023	Regular	0.00	1,400.00	85675
935872931	Invoice	01/24/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	950.88	
935919667	Invoice	02/03/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	120.94	
935925420	Invoice	02/05/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	192.60	
935931030	Invoice	02/07/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	135.58	
000216	CHAMBER OF COMMERCE		02/21/2023	Regular	0.00	225.00	85676
530	Invoice	02/02/2023	GOLF-2023 MEMBERSHIP DUES-PRO…		0.00	225.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
000239	CITY OF FORT LUPTON		02/21/2023	Regular	0.00	42,941.47	85677
2023 BUSINESS…	Invoice	02/15/2023	GOLF-2023 BUSINESS LICENSE REN…		0.00	225.00	
FIN2023393	Invoice	01/17/2023	GOLF-REIMBURSE CIRSA 230034 1/23…		0.00	17,076.98	
FIN2023414	Invoice	02/09/2023	GOLF-PAYROLL EXPENSE 1/7-1/20/23…		0.00	25,389.14	
FIN2023416	Invoice	02/13/2023	GOLF-REIMBURSE VERIZON 9926314…		0.00	205.96	
FIN2023423	Invoice	02/15/2023	GOLF-POSTAGE USED IN DECEMBER…		0.00	22.80	
FIN2023424	Invoice	02/15/2023	GOLF-POSTAGE USED IN NOVEMBER…		0.00	21.59	
002968	COLORADO DEPARTMENT OF REVENUE		02/21/2023	Regular	0.00	550.00	85678
2023 LIQUOR L…	Invoice	02/15/2023	GOLF-2023 LIQUOR LICENSE RENEW…		0.00	550.00	
000291	COLORADO GOLF ASSOCIATION		02/21/2023	Regular	0.00	200.00	85679
36385	Invoice	02/01/2023	GOLF-2023 FACILITY DUES-PRO SHOP		0.00	200.00	
000307	COMCAST CABLE COMM, LLC		02/21/2023	Regular	0.00	244.53	85680
0120790 FEB23	Invoice	02/06/2023	GOLF-FEB23 PHONE/INTERNET-PRO…		0.00	244.53	
000768	MASEK GOLF CAR OF COLORADO		02/21/2023	Regular	0.00	835.52	85681
01-76927	Invoice	12/31/2022	GOLF-PARTS-PRO SHOP		0.00	69.79	
01-77010	Invoice	12/31/2022	GOLF-PARTS-PRO SHOP		0.00	180.85	
01-78400	Invoice	02/09/2023	GOLF-PARTS-PRO SHOP		0.00	23.10	
01-78402	Invoice	02/09/2023	GOLF-PARTS-PRO SHOP		0.00	561.78	
001895	TERMINIX		02/21/2023	Regular	0.00	152.00	85682
429354830	Invoice	01/23/2023	GOLF-PEST CONTROL-PRO SHOP		0.00	152.00	
001312	THE ROB WEST MARKETING CO		02/21/2023	Regular	0.00	1,100.00	85683
3325	Invoice	03/01/2023	GOLF-2023 HOSTING,SUPPORT,SEC…		0.00	1,100.00	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	46	20	0.00	66,201.41
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
	46	**20**	**0.00**	**66,201.41**

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
					Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash							
001732	NELSON & KENNARD		02/10/2023	Regular	0.00	384.33	73077
INV0001320	Invoice	01/27/2023	OSWALT 2021C039682		0.00	25.00	
INV0001332	Invoice	02/10/2023	OSWALT 2021C039682		0.00	359.33	
001301	AAA AUTO PARTS INC		02/14/2023	Regular	0.00	1,249.87	73078
160714	Invoice	01/05/2023	GF-COUPLING-STREETS		0.00	5.92	
160743	Invoice	01/05/2023	GF-PARTS-STREETS		0.00	19.20	
161032	Invoice	01/10/2023	GF-PARTS-STREETS		0.00	552.18	
161091	Invoice	01/10/2023	GF-HYDROLIC FLUID-STREETS		0.00	159.48	
162270	Invoice	01/25/2023	GF-PARTS-STREETS		0.00	66.48	
162333	Invoice	01/26/2023	UF-REFLECTOR-W LINES		0.00	34.02	
162835	Invoice	02/01/2023	GF-HRDROLIC FLUID-STREETS		0.00	159.48	
162836	Invoice	02/01/2023	GF-EMBLEMS-STREETS		0.00	245.92	
163275	Invoice	02/07/2023	GF-PARTS-PARKS		0.00	7.19	
001293	AMAZON.COM		02/14/2023	Regular	0.00	168.55	73079
1YV6-L6V6-GN…	Invoice	02/05/2023	GF-SUPPLIES-PW SHOP		0.00	168.55	
000108	AUSMUS LAW FIRM PC		02/14/2023	Regular	0.00	1,200.00	73080
7961	Invoice	01/31/2023	GF-JAN23 PROSECUTOR SRVCS-CO…		0.00	1,200.00	
001646	BANK OF COLORADO		02/14/2023	Regular	0.00	445.52	73081
0227 FEB23	Invoice	01/31/2023	GF-JAN23 CNG FUEL CHARGES		0.00	445.52	
000171	BROWNS HILL ENGINEERING & CONTROL		02/14/2023	Regular	0.00	35,892.00	73082
24869	Invoice	12/31/2022	UF- SCADA Upgrade - WWTP		0.00	35,892.00	
000216	CHAMBER OF COMMERCE		02/14/2023	Regular	0.00	500.00	73083
396	Invoice	01/01/2023	GF-MEMBERSHIP DUES 2023-LEGIS		0.00	500.00	
000232	CIRSA		02/14/2023	Regular	0.00	1,000.00	73084
230034 CR	Credit Memo	01/01/2023	GF-2023 PROP CASUALTY INS PREMI..		0.00	-400,533.45	
230034-1	Invoice	12/30/2022	GF-2023 PROP CASUALTY INS PREM…		0.00	400,533.45	
230528	Invoice	02/07/2023	GF-PC6017945-1 DEDUCTIBLE-MISC		0.00	1,000.00	
000247	CLIFTONLARSONALLEN LLP		02/14/2023	Regular	0.00	1,128.75	73085
3559442	Invoice	02/11/2023	GF-GAXB87 Implementation Services-Fi..		0.00	1,128.75	
000307	COMCAST CABLE COMM, LLC		02/14/2023	Regular	0.00	326.28	73086
0116038 FEB23	Invoice	02/01/2023	REC-FEB23 PHONE SERVICE		0.00	175.28	
0124495 FEB23	Invoice	02/01/2023	CPR-CABLE FEB23-COM CTR		0.00	151.00	
000388	DIGETEKS, LLC		02/14/2023	Regular	0.00	3,000.00	73087
8686	Invoice	02/02/2023	Support Hours		0.00	3,000.00	
003004	DP GUARDIAN INC		02/14/2023	Regular	0.00	7,268.00	73088
25061	Invoice	02/01/2023	IT Basement Electrical Fix		0.00	7,268.00	
000407	DXP ENTERPRISES INC		02/14/2023	Regular	0.00	105.53	73089
14927039	Invoice	01/26/2023	GF-SPREADER PARTS-STREETS		0.00	40.37	
14937779	Invoice	01/31/2023	GF-BACKHOE PARTS-STREETS		0.00	65.16	
000410	E-470 PUBLIC HIGHWAY AUTHORITY		02/14/2023	Regular	0.00	15.85	73090
2078574203	Invoice	12/31/2022	GF-TOLL FEES-PW SHOP		0.00	15.85	
000431	EMPLOYERS COUNCIL SERVICES, INC		02/14/2023	Regular	0.00	463.05	73091
0000447204	Invoice	01/05/2023	GF-2023 POSTER SERVICE-HR		0.00	463.05	
001766	ERIKS NORTH AMERICA INC		02/14/2023	Regular	0.00	116.30	73092
BN066424	Invoice	01/31/2023	UF-STEEL MATERIALS FOR WATER D..		0.00	116.30	
000455	FASTENAL COMPANY 01COFTL		02/14/2023	Regular	0.00	50.56	73093
COFTL191605	Invoice	01/17/2023	GF-BOLTS,WASHERS-PW SHOP		0.00	43.20	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
COFTL191722	Invoice	01/25/2023	GF-SAFETY GLASSES-PW SHOP		0.00	7.36	
001919	FUREVERDOG RESCUE AND BOARDING		02/14/2023	Regular	0.00	325.00	73094
013023	Invoice	01/30/2023	GF-BOARDING FEES-CODE		0.00	325.00	
002674	HAYES POZNANOVIC KORVER, LLC		02/14/2023	Regular	0.00	13,443.50	73095
47237	Invoice	12/31/2022	WST-DEC22 LEGAL FEES-WATER		0.00	2,754.50	
47424	Invoice	02/03/2023	WST-JAN23 LEGAL FEES-WATER		0.00	10,689.00	
001713	KIMBALL MIDWEST		02/14/2023	Regular	0.00	177.00	73096
100693206	Invoice	01/24/2023	GF-TOOLS-STREETS		0.00	177.00	
000698	L.G. EVERIST, INC		02/14/2023	Regular	0.00	2,166.05	73097
631553	Invoice	01/09/2023	SSTX-ICE SLICER/SAND-STREETS		0.00	1,070.07	
632392	Invoice	01/23/2023	SSTX-ICE SLICER/SAND-STREETS		0.00	547.01	
632478	Invoice	01/24/2023	SSTX-ICE SLICER/SAND-STREETS		0.00	548.97	
000714	LEGACY SCHOOL OF DANCE LLC		02/14/2023	Regular	0.00	1,036.00	73098
013123	Invoice	01/31/2023	REC-JAN23 DANCE PAYMENTS		0.00	1,036.00	
000735	LL JOHNSON DISTRIBUTING		02/14/2023	Regular	0.00	10,301.58	73099
1148324-00	Invoice	02/06/2023	GF-ICEMELT-PARKS		0.00	459.18	
1893112-00	Invoice	02/11/2023	GF-Ventrac Cab-Parks		0.00	9,842.40	
003212	LYNESS CONSTRUCTION		02/14/2023	Regular	0.00	1,500.00	73100
020623	Invoice	02/06/2023	UF-HYDRANT METER DEPOSIT REF…		0.00	1,500.00	
001787	METECH RECYCLING INC		02/14/2023	Regular	0.00	3,194.79	73101
INV-65647	Invoice	12/31/2022	GF-ELECTRONIC RECYCLING-LEGIS		0.00	1,944.72	
INV-67233	Invoice	12/31/2022	GF-ELECTRONICS RECYCLING-LEGIS		0.00	1,250.07	
000835	NEOGOV		02/14/2023	Regular	0.00	316.33	73102
INV-30901	Invoice	01/07/2023	GF-2023 CANDIDATE TEXT MESSAGI…		0.00	316.33	
000862	O'REILLY AUTO PARTS		02/14/2023	Regular	0.00	891.30	73103
4489-431468	Invoice	01/12/2023	GF-BACKHOE BATTERY-STREETS		0.00	223.93	
4489-431720	Invoice	01/13/2023	GF-SEALANT/GSK MATERIAL-PARKS		0.00	12.96	
4489-432610	Invoice	01/17/2023	GF-MARKERS-STREETS		0.00	37.05	
4489-433500	Invoice	01/23/2023	GF-WIPER BLADES-STREETS		0.00	84.44	
4489-434030	Invoice	01/25/2023	GF-PARTS-STREETS		0.00	16.98	
4489-434108	Invoice	01/26/2023	GF-SUPPLIES-STREETS		0.00	12.74	
4489-434223	Invoice	01/26/2023	GF-HORN-STREETS		0.00	38.38	
4489-435144	Invoice	01/31/2023	GF-GRADER BATTERY-STREETS		0.00	362.88	
4489-435205	Invoice	01/31/2023	GF-FLOOR DRY-STREETS		0.00	101.94	
000896	PETTY CASH-FINANCE		02/14/2023	Regular	0.00	89.74	73104
020223	Invoice	02/02/2023	GF-PETTY CASH REIMBURSEMENT		0.00	89.74	
001643	PROCODE INC		02/14/2023	Regular	0.00	53,635.44	73105
0095433-IN	Invoice	01/31/2023	GF-JAN23 INSPECTION FEES-BLDG I…		0.00	53,635.44	
002493	QUADIENT LEASING USA INC		02/14/2023	Regular	0.00	433.59	73106
N9793310	Invoice	02/02/2023	GF-QRTLY LEASE PAYMENT-ADMIN		0.00	433.59	
003211	RAIN FOR RENT		02/14/2023	Regular	0.00	2,857.68	73107
1821512	Invoice	12/19/2022	UF-TOOL RENTAL/WATER REMOVAL…		0.00	2,857.68	
000935	RAQUEL FERSZT		02/14/2023	Regular	0.00	260.00	73108
957462	Invoice	01/31/2023	GF-JAN23 TRANSLATOR SRVCS-CO…		0.00	260.00	
003150	REDI SERVICES, LLC		02/14/2023	Regular	0.00	1,035.00	73109
0000019155	Invoice	01/31/2023	GF-PORTABLE RESTROOM SERVICE…		0.00	360.00	
0000019156	Invoice	01/31/2023	GF-PORTABLE RESTROOM SERVICE…		0.00	225.00	
0000019158	Invoice	01/31/2023	GF-PORTABLE RESTROOM SERVICE…		0.00	225.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
0000019159	Invoice	01/31/2023	GF-PORTABLE RESTROOM SERVICE…		0.00	225.00	
002722	SPECTRA ASSOCIATES INC		02/14/2023	Regular	0.00	299.50	73110
43010-D	Invoice	02/03/2023	GF-MINUTE BOOKS-CITY CLERK		0.00	299.50	
002967	SYNERGETIC STAFFING LLC		02/14/2023	Regular	0.00	1,342.11	73111
21011230	Invoice	02/07/2023	GF-A.ROMERO TEMP LABOR-STREE…		0.00	1,342.11	
001120	TRUDILIGENCE LLC		02/14/2023	Regular	0.00	261.82	73112
49128	Invoice	12/31/2022	GF-BACKGROUND CHECKS-HR		0.00	79.72	
49610	Invoice	12/15/2022	GF-BACKGROUND CHECKS-HR		0.00	6.70	
50534	Invoice	01/31/2023	GF-BACKGROUND CHECKS-HR		0.00	175.40	
001137	UNITED POWER		02/14/2023	Regular	0.00	34,340.46	73113
10553102 JAN'23	Invoice	01/31/2023	United Power		0.00	22.42	
1195501 JAN'23	Invoice	01/31/2023	United Power		0.00	1,267.73	
1195603 JAN'23	Invoice	01/31/2023	United Power		0.00	257.98	
1196401 JAN'23	Invoice	01/31/2023	United Power		0.00	33.82	
1207701 JAN'23	Invoice	01/31/2023	United Power		0.00	21.05	
1223101 JAN'23	Invoice	01/31/2023	United Power		0.00	20.00	
1240301 JAN'23	Invoice	01/31/2023	United Power		0.00	181.71	
1241801 JAN'23	Invoice	01/31/2023	United Power		0.00	174.13	
1241903 JAN'23	Invoice	01/31/2023	United Power		0.00	123.40	
1276101 JAN'23	Invoice	01/31/2023	United Power		0.00	162.43	
1279801 JAN'23	Invoice	01/31/2023	United Power		0.00	24.72	
1295501 JAN'23	Invoice	01/31/2023	United Power		0.00	80.43	
1296101 JAN'23	Invoice	01/31/2023	United Power		0.00	185.04	
1299501 JAN'23	Invoice	01/31/2023	United Power		0.00	112.00	
1302801 JAN'23	Invoice	01/31/2023	United Power		0.00	1,646.84	
1302901 JAN'23	Invoice	01/31/2023	United Power		0.00	178.03	
1316801 JAN'23	Invoice	01/31/2023	United Power		0.00	215.31	
1322501 JAN'23	Invoice	01/31/2023	United Power		0.00	4,802.89	
1360303 JAN'23	Invoice	01/31/2023	United Power		0.00	34.66	
13842400 JAN'23	Invoice	01/31/2023	United Power		0.00	41.74	
14427100 JAN'23	Invoice	01/31/2023	United Power		0.00	145.41	
15232500 JAN'23	Invoice	01/31/2023	United Power		0.00	22.22	
17149700 JAN'23	Invoice	01/31/2023	United Power		0.00	62.14	
17761600 JAN'23	Invoice	01/31/2023	United Power		0.00	20.00	
17868800 JAN'23	Invoice	01/31/2023	United Power		0.00	20.00	
18057500 JAN'23	Invoice	01/31/2023	United Power		0.00	802.72	
18498400 JAN'23	Invoice	01/31/2023	United Power		0.00	240.45	
18762100 JAN'23	Invoice	01/31/2023	United Power		0.00	51.35	
19545100 JAN'23	Invoice	01/31/2023	United Power		0.00	1,112.47	
20040100JAN'23	Invoice	01/31/2023	United Power		0.00	519.08	
21675200 JAN'23	Invoice	01/31/2023	United Power		0.00	34.78	
21675300 JAN'23	Invoice	01/31/2023	United Power		0.00	34.74	
22185901 JAN'23	Invoice	01/31/2023	United Power		0.00	20.13	
3399301 JAN'23	Invoice	01/31/2023	United Power		0.00	52.13	
6612303 JAN'23	Invoice	01/31/2023	United Power		0.00	21.07	
6779701 JAN'23	Invoice	01/31/2023	United Power		0.00	6,933.66	
704901 JAN'23	Invoice	01/31/2023	United Power		0.00	8,667.14	
7225800 JAN'23	Invoice	01/31/2023	United Power		0.00	20.00	
726705 JAN'23	Invoice	01/31/2023	United Power		0.00	20.00	
7280200 JAN'23	Invoice	01/31/2023	United Power		0.00	21.59	
733101 JAN'23	Invoice	01/31/2023	United Power		0.00	263.22	
762901 JAN'23	Invoice	01/31/2023	United Power		0.00	145.89	
803908 JAN'23	Invoice	01/31/2023	United Power		0.00	4,129.45	
8976200 JAN'23	Invoice	01/31/2023	United Power		0.00	1,394.49	
	Void		02/14/2023	Regular	0.00	0.00	73114
	Void		02/14/2023	Regular	0.00	0.00	73115

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
001149	UTILITY NOTIFICATION CENTER		02/14/2023	Regular	0.00	394.74	73116
223010558	Invoice	01/31/2023	SSTX-JAN23 RTL TRANSMISSIONS-S…		0.00	394.74	
001156	VERIZON WIRELESS SVCS LLC		02/14/2023	Regular	0.00	4,609.69	73117
9926314398	Invoice	01/26/2023	Verizon Bill		0.00	4,609.69	
001189	WELD COUNTY ACCTG DEPART		02/14/2023	Regular	0.00	8,997.12	73118
JAN 2023	Invoice	01/31/2023	JAN23 FUEL CHARGES		0.00	8,997.12	
000031	ADAMSON POLICE PRODUCTS		02/21/2023	Regular	0.00	150.00	73119
INV391427	Invoice	02/01/2023	GF-UNIFORMS-PD		0.00	150.00	
003196	AMAZE HEALTH		02/21/2023	Regular	0.00	1,575.00	73120
INV-1017JAN23	Invoice	01/31/2023	GF-JAN23 MONTHLY USER FEES-MI…		0.00	1,575.00	
001293	AMAZON.COM		02/21/2023	Regular	0.00	2,119.57	73121
1FQK-9WNX-G…	Invoice	02/05/2023	GF-SUPPLIES-PD RECORDS		0.00	196.95	
1PR3-941F-H3Y4	Invoice	02/05/2023	Amazon Business Prime (up to 100 user…		0.00	1,299.00	
1RNJ-K3FY-GT…	Invoice	02/14/2023	Amazon Order		0.00	623.62	
002646	BAESSLER RESIDENTIAL COLORADO, LL(		02/21/2023	Regular	0.00	169.45	73122
23FTL-00040-R	Invoice	02/09/2023	GF-PERMIT OVERPAYMENT-BLDG IN…		0.00	169.45	
002600	BEARCOM		02/21/2023	Regular	0.00	250.00	73123
5504316	Invoice	01/27/2023	GF-REPAIR-PD		0.00	250.00	
003240	BLUE TO GOLD, LLC		02/21/2023	Regular	0.00	545.00	73124
LITT-23-IGS0005	Invoice	02/13/2023	G-SEARCH & SEIZURE INSTRUCTOR…		0.00	545.00	
002973	BOOTBARN INC		02/21/2023	Regular	0.00	152.97	73125
INV00229660	Invoice	02/14/2023	REC-D. WELCH UNIFORMS		0.00	152.97	
002853	BUCKEYE CLEANING CENTER		02/21/2023	Regular	0.00	2,586.42	73126
324919	Invoice	02/14/2023	REC-JANITORIAL SUPPLIES		0.00	1,293.94	
90475346	Invoice	02/01/2023	CPR-JANITORIAL SUPPLIES-COM CTR		0.00	1,292.48	
001965	CCNC		02/21/2023	Regular	0.00	100.00	73127
2023-000-159	Invoice	01/30/2023	GF-2023 MEMBERSHIP FEE-PD		0.00	100.00	
000182	CEM SALES & SERVICE INC		02/21/2023	Regular	0.00	875.00	73128
159290	Invoice	02/01/2023	REC-SPA HEATER THERMOSTAT		0.00	875.00	
000211	CH2M		02/21/2023	Regular	0.00	16,318.75	73129
D3410906-03	Invoice	02/03/2023	UF- Expansion Project Design -WTP		0.00	16,318.75	
003220	CHRISTENSEN RANCH		02/21/2023	Regular	0.00	25.00	73130
020623	Invoice	02/06/2023	GF-BUSINESS LICENSE REFUND-MISC		0.00	25.00	
003048	CODE 3 ASSOCIATES		02/21/2023	Regular	0.00	1,000.00	73131
P3815	Invoice	02/13/2023	GF-ANIMAL SRVCS TRAINING-CODE		0.00	1,000.00	
002779	CODE-4 COUNSELING		02/21/2023	Regular	0.00	540.00	73132
1784	Invoice	02/05/2023	GF-THERAPY SESSIONS-PD		0.00	540.00	
000269	COLORADO ASPHALT SVCS		02/21/2023	Regular	0.00	1,820.00	73133
0061606	Invoice	12/14/2022	SSTX-COLD ASPHALT-STREETS		0.00	1,820.00	
000306	COMCAST BUSINESS		02/21/2023	Regular	0.00	2,226.22	73134
165023349	Invoice	02/01/2023	GF-FEB23 INTERNET SERVICE		0.00	2,226.22	
000340	CUMMINS INC		02/21/2023	Regular	0.00	2,266.03	73135
42-90496	Invoice	02/14/2023	Cummins Maintenance for Electric Upgr…		0.00	2,266.03	
003214	ELEVATED EXCAVATING LLC		02/21/2023	Regular	0.00	1,500.00	73136
021023	Invoice	02/10/2023	UF-HYDRANT METER DEP REFUND-…		0.00	1,500.00	
000431	EMPLOYERS COUNCIL SERVICES, INC		02/21/2023	Regular	0.00	6,688.00	73137

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
0000451329	Invoice	12/31/2022	GF-HR CONTRACT SRVCS-HR		0.00	6,688.00	
000513	G & G EQUIPMENT		02/21/2023	Regular	0.00	1,022.84	73138
133299	Invoice	02/08/2023	GF-POWER CLEAR-PARKS		0.00	786.00	
133367	Invoice	02/10/2023	GF-PARTS-PARKS		0.00	236.84	
001714	GLASS GORILLA		02/21/2023	Regular	0.00	919.02	73139
18421	Invoice	02/03/2023	REC-MIRROR INSTALL		0.00	919.02	
003193	GLOBAL INDUSTRIAL		02/21/2023	Regular	0.00	10,514.08	73140
120058933	Invoice	01/24/2023	Pearson Park Benches		0.00	10,514.08	
000616	J & T CONSULTING INC		02/21/2023	Regular	0.00	1,396.00	73141
2767	Invoice	12/31/2022	UF-2022 Decree Accounting		0.00	1,396.00	
003248	KLEIBER INVESTIGATIONS AND TRAINING		02/21/2023	Regular	0.00	1,700.00	73142
1670	Invoice	01/23/2023	GF-FIREARMS TRAINING-PD		0.00	1,700.00	
000691	KONE INC		02/21/2023	Regular	0.00	281.60	73143
962360304	Invoice	12/01/2022	REC-ELEVATOR MAINTENANCE		0.00	140.80	
962440249	Invoice	01/31/2023	REC-ELEVATOR MAINTENANCE		0.00	140.80	
003101	LANGUAGELINE SOLUTIONS		02/21/2023	Regular	0.00	31.98	73144
10733303	Invoice	01/31/2023	GF-INTERPRETATION SERVICE-PD		0.00	31.98	
002195	MINUTEMAN PRESS		02/21/2023	Regular	0.00	269.77	73145
37857	Invoice	12/31/2022	GF-BUSINESS CARDS-PD		0.00	269.77	
000865	OFFICE DEPOT		02/21/2023	Regular	0.00	170.37	73146
288841857001	Invoice	01/30/2023	GF-OFFICE SUPPLIES-FINANCE		0.00	117.80	
291615814001	Invoice	02/02/2023	GF-OFFICE SUPPLIES-PLANNING		0.00	52.57	
000869	OPERATIONS MANAGEMENT INT		02/21/2023	Regular	0.00	128,063.10	73147
351230-24-03	Invoice	03/01/2023	OMI Monthly Allocations		0.00	128,063.10	
003046	PERKINS + WILL, INC.		02/21/2023	Regular	0.00	31,591.44	73148
222254.000-197...	Invoice	01/27/2023	RC-Design of Additions-Rec Center		0.00	31,591.44	
002265	QUADIENT FINANCE USA INC		02/21/2023	Regular	0.00	354.00	73149
DEC 2022	Invoice	12/31/2022	GF-DEC22 POSTAGE RECHARGE		0.00	467.00	
NOV22	Invoice	12/01/2022	GF-NOV22 POSTAGE RECHARGE		0.00	208.00	
SEP22 CREDIT	Credit Memo	12/01/2022	GF-SEP22 POSTAGE RECHARGE		0.00	-321.00	
000932	R & M SERVICES		02/21/2023	Regular	0.00	372.01	73150
10712	Invoice	01/19/2023	GF-VEHICLE MAINTENANCE-PD		0.00	87.12	
10713	Invoice	01/19/2023	GF-VEHICLE MAINTENANCE-PD		0.00	87.12	
10714	Invoice	01/20/2023	GF-VEHICLE MAINTENANCE-PD		0.00	153.35	
10715	Invoice	01/27/2023	GF-VEHICLE MAINTENANCE-PD		0.00	14.42	
10716	Invoice	01/27/2023	GF-VEHICLE MAINTENANCE-PD		0.00	15.00	
10717	Invoice	01/31/2023	GF-VEHICLE MAINTENANCE-PD		0.00	15.00	
002981	RED WING BUSINESS ADVANTAGE ACCO		02/21/2023	Regular	0.00	300.00	73151
20230210107584	Invoice	02/10/2023	GF-G.ARELLANO/B.OSWALT UNIFOR...		0.00	300.00	
002654	RUSHWORKS		02/21/2023	Regular	0.00	1,592.00	73152
012123	Invoice	01/21/2023	Alist Streamster Pro & Vdesk LTD		0.00	1,592.00	
001040	STERICYCLE		02/21/2023	Regular	0.00	30.00	73153
8003291974	Invoice	01/31/2023	GF-JAN23 SHREDDING SERVICE-CITY..		0.00	30.00	
001043	STOPSTICK LTD		02/21/2023	Regular	0.00	1,505.00	73154
0027771-IN	Invoice	02/07/2023	GF-STOP STICKS/BAGS-PD		0.00	1,505.00	
002967	SYNERGETIC STAFFING LLC		02/21/2023	Regular	0.00	1,067.22	73155
21011236	Invoice	02/14/2023	GF-A.ROMERO TEMP LABOR-STREE...		0.00	1,067.22	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
003219	THE BOYCE LAW FIRM, LLC		02/21/2023	Regular	0.00	618.25	73156
01292023	Invoice	12/31/2022	GF-PUBLIC DEFENDER SRVCS-COU…		0.00	281.50	
012923	Invoice	12/31/2022	GF-PUBLIC DEFENDER SRVCS-COU…		0.00	336.75	
001101	TODD HODGES DESIGN, LLC		02/21/2023	Regular	0.00	11,522.50	73157
3497	Invoice	02/13/2023	GF-PLANNING SRVCS 1/30-2/11/23-P…		0.00	11,522.50	
001105	TOSHIBA FINANCIAL SERVICES		02/21/2023	Regular	0.00	1,137.15	73158
493744429	Invoice	02/06/2023	Copier Lease		0.00	1,137.15	
002826	VICTORIA MIRAGLIA		02/21/2023	Regular	0.00	157.65	73159
013023	Invoice	01/30/2023	GF-UNIFORM REIMBURSEMENT-PD		0.00	157.65	
001199	WELD COUNTY PUBLIC SAFETY IT		02/21/2023	Regular	0.00	1,084.96	73160
FORTLUPTON…	Invoice	01/12/2023	GF-3 YR RSA TOKENS-PD		0.00	1,084.96	
001201	WELD COUNTY SCH DIST RE8		02/21/2023	Regular	0.00	6,500.00	73161
021323	Invoice	02/13/2023	GF-CHILDRENS FUND DONATION-C…		0.00	6,500.00	
003098	WESTEC CONSTRUCTION MANAGEMENT		02/21/2023	Regular	0.00	1,500.00	73162
02102023	Invoice	02/10/2023	UF-HYDRANT METER DEP REFUND-…		0.00	1,500.00	
001208	WHITE BEAR ANKELE TANAKA & WALDRC		02/21/2023	Regular	0.00	686.75	73163
25277	Invoice	12/01/2022	GF-COTTONWOOD GREENS MD#1-CD		0.00	248.56	
25784	Invoice	12/31/2022	GF-COTTONWOOD MD#1-CD		0.00	438.19	
001212	WILLIAMS AND WEISS CONSULTING		02/21/2023	Regular	0.00	4,572.50	73164
1798	Invoice	12/01/2023	UF-2022 Decree Accounting-Water		0.00	4,572.50	
000119	BANK OF COLORADO		02/10/2023	Bank Draft	0.00	6,321.69	DFT0002118
INV0001329	Invoice	02/10/2023	HSA DISTRIBUTION		0.00	6,321.69	
000119	BANK OF COLORADO		02/10/2023	Bank Draft	0.00	865.83	DFT0002119
INV0001330	Invoice	02/10/2023	HSA DISTRIBUTION		0.00	865.83	
001416	VALIC_1		02/10/2023	Bank Draft	0.00	39,297.21	DFT0002120
INV0001331	Invoice	02/10/2023	VALIC - 457(b) $ Contributions		0.00	39,297.21	
001265	IRS		02/10/2023	Bank Draft	0.00	64,098.72	DFT0002121
INV0001333	Invoice	02/10/2023	Federal Withholding		0.00	64,098.72	
001418	CO DEPARTMENT OF REVENUE		02/10/2023	Bank Draft	0.00	11,242.00	DFT0002122
INV0001334	Invoice	02/10/2023	CO Withholding		0.00	11,242.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	176	86	0.00	445,090.63
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	5	5	0.00	121,825.45
EFT's	0	0	0.00	0.00
	181	**93**	**0.00**	**566,916.08**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	222	106	0.00	511,292.04
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	5	5	0.00	121,825.45
EFT's	0	0	0.00	0.00
	227	**113**	**0.00**	**633,117.49**

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	2/2023	66,201.41
999	POOLED CASH/CONSOLIDATED CASH	2/2023	566,916.08
			633,117.49

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 7, 2023

The City Council of the City of Fort Lupton met in a regular session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Tuesday, February 7, 2023. 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, Chris Ceretto, Bruce Fitzgerald, David Crespin, Valerie Blackston, Carlos Barron, and Claud Hanes.

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, City Attorney, Andy Ausmus, Finance Director, Leann Perino, and Planning Director Todd Hodges.

PERSONS TO ADDRESS COUNCIL

There was no one to address the Mayor or Council.

APPROVAL OF AGENDA

It was moved by Carlos Barron and seconded by Bruce Fitzgerald to remove the word "below" on AM 2023-024 and approving the agenda as presented. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the February 7, 2023, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Chris Ceretto and seconded by Claud Hanes to approve the Consent Agenda as presented with the following items:

- January 17, 2023, City Council Meeting Minutes
- Award of Contract to Prairie Dog Pros, LLC for Prairie Dog Mitigation Services During the 2023 Season for an Amount Not to Exceed $16,000.00 from the Public Works Shop General Fund (AM 2023-022)
- Award of Contract to Vector Disease Control International, LLC for Integrated Mosquito Management Services During the 2023 Season for an Amount Not to Exceed $19,807.20 from the Public Works Shop General Fund (AM 2023-023)
- Approving a Five-Year Lease Agreement for City Office Space at 1200 Dexter Street #W-

12 and #W-13 with Kim Investments Inc. not to Exceed Total Monthly Payments per Schedule Below to be Allocated from the General Fund (AM 2023-024)

- Renew Agreement with Williams and Weiss Consulting LLC, to Provide Water Engineering Services for the City of Fort Lupton for an Amount of $109,010 from the Utility Fund and Water Sales Tax Funds (AM 2023-026)
- Authorize Replacement of the Police Department's In-Vehicle Internet Modems for an Amount Not to Exceed $27,680.00 Allocated From the General Fund, IT Department Capital Expenditures (AM 2023-027)
- Authorize Purchase of 10 Mobile Data Terminals for the Police Department's Patrol Vehicles for an Amount Not to Exceed $47,525.00 Allocated From the General Fund, IT Capital (AM 2023-028)
- Approving the Purchase of Two (2) Mowers for Coyote Creek Golf Course ("CCGC") in the Amount of $54,633 Each, Allocated from the Golf Fund (AM 2023-029)
- Approving Resolution 2023R007 ADOPTING AN ECONOMIC INCENTIVE POLICY TO SUPPORT THE CITY OF FORT LUPTON'S GOAL OF ECONOMIC SUSTAINABILITY (AM 2023-031)

Motion passed unanimously on voice vote.

PUBLIC HEARING

AM 2023-025 A Resolution Approving a Request for a Special Use Permit by Kerr McGee Oil & Gas Onshore, LP for Ten Horizontally Drilled Wells and One Production Facility

Mayor Hubbard opened the public hearing at 6:03 p.m.

City Planner, Clay Hartley, stated the Applicant has submitted a request for a Special Use Permit that would allow for ten horizontally drilled oil and gas wells and one production facility. The facility will have employees and contractors onsite 24 hours a day, seven days a week during the drilling and completion phases. Once the wells are brought online and producing, a lease operator will inspect the wells on a regular basis under normal conditions, and as required by any special circumstances under the supervision of the Kerr McGee Oil & Gas Onshore (KMOG) Area Manager. In addition, all new well sites are remotely monitored 24 hours a day, seven days a week by representatives in KMOG's Integrated Operations Center (IOC), located in Platteville, Colorado.

The site is situated a half mile north of County Road 16 and approximately 0.6 miles east of Highway 85. The oil wells and facility will be in the northwestern portion of the Southeast Quarter of Section 29. KMOG shall construct one temporary operations area of approximately 13.72 acres for the drilling, completion, and production facility. After drilling and completion activities are finished, the site will be reclaimed to approximately 3.78 acres, (approximately 1.9 acres for the wells and 1.88 acres for the production facility).

The proposed use is specifically listed as requiring a special use permit in all zone districts in the Fort Lupton Development Code. The intent of the special use permit is to provide flexibility, to provide a means for setting performance standards for individual land uses, and to help diversify uses within a zoning district. A special use review requires a public hearing before Planning Commission and City Council.

All notification requirements were met, including posting notice of the hearings on the property at least 15 days prior to this public hearing, mailing notice to property owners within 1000 feet of the site, and publishing notice of the hearing at least 15 days prior to the hearing.

Matt Wells, Regulatory Advisor for Kerr McGee Oil and Gas a subsidiary of Oxy, USA presented the Council with an overview of the company, processes for oil and gas, and technology of Kerr McGee Oil and Gas Onshore LP (KMOG). Within the presentation was a video of oil-tankless facility design with the project overview, tentative phases of operations and timeline. Best management practices were also described. Margaret Hess, also a representative of the applicant, provided information on community outreach and resources available to the City.

Mr. Wells indicated that black rod-Iron fencing will be placed around the facility. There are no homes within 2000 feet of this location. A modeling for sound and noise was completed and didn't require fencing or screening for this site.

Mayor Hubbard asked if anyone from the public wished to speak for or against the proposal. Hearing none, Mayor Hubbard closed the public hearing at 6:22 p.m.

It was moved by Chris Ceretto and seconded by Bruce Fitzgerald to approve Resolution 2023R008, FOR THE SPECIAL USE PERMIT FOR KERR MCGEE OIL & GAS ONSHORE, LP FOR TEN HORIZONTALLY DRILLED WELLS AND ONE PRODUCTION FACILITY KNOWN AS THE LAND FED 10-29 HZ SPECIAL USE PERMIT. Motion passed with Councilmember Valerie Blackston voting 'no' to the motion.

ACTION MEMORANDUM

AM 2023-030 Adopting an Ordinance Authorizing the Issuance of the City of Fort Lupton, Colorado, General Obligation Bonds, Series 2023 and Declaring an Emergency on Second and Final Reading

The City of Fort Lupton issued bonds in 2002 to construct the recreation center, and those bonds were refunded in 2011 and matured on December 1, 2022.The City asked the voters at a November 2022 election whether it could extend the tax that they were paying for those bonds and issue new bonds to complete more improvements to the Rec Center (Phase II). The Election was successful.

The first step in issuing bonds is for the Council to approve an authorizing ordinance. That ordinance sets out the parameters of the ballot question – i.e. the new bonds cannot exceed $10 million principal amount, with a $18,240,000 total repayment cost (principal and interest) and $608,000 maximum annual tax increase. The bonds are General Obligation Bonds and the City will impose an ad valorem property tax in each year sufficient to pay the bonds back, but that annual tax revenue cannot exceed $608,000 annually, which is the tax increase that was approved by the voters in 2002 and is being extended. The ordinance authorizes the mayor and the city administrator to approve the pricing of the bonds (subject to the voted restrictions) and to enter into agreements relating to the sale of the bonds. It is currently expected that the bonds will be sold on March 22, 2023 and the funds will be available to the City by April 5, 2023.

Every year as part of the budget process, Finance calculates the mill levy needed for the following year's debt service. The last debt payment on the construction bond was made November 30, 2022, the 2021. Valuations provided by the Weld County Assessor equaled $242,057,526, the mill levy calculation for the Recreation Center Construction Bond equaled 2.054 mills, and revenue collected equaled $497,186. Based on Weld County Assessors valuations, future debt mill levies will increase or decrease as needed to meet the annual debt payments on the new bonds but will never exceed the voter approved revenue limit of $608,000.

It was moved by Claud Hanes and seconded by Carlos Barron to adopt Ordinance 2023-1152 AUTHORIZING THE ISSUANCE OF THE CITY OF FORT LUPTON, COLORADO, GENERAL OBLIGATION BONDS, SERIES 2023 AND DECLARING AN EMERGENCY ON SECOND AND FINAL READING. Motion passed unanimously on roll call vote.

STAFF

Leann Perino, Finance Director, indicated that the Audit was started this week. Ms. Perino provided council with the manager's letter from Clifton Larson Allen.

Jason Reitz Information Technology Assistant Administrator stated the data center is being commissioned and the servers will be moving.

Roy Vestal stated that the streets have been cleared and public works is working on gutter issues.

Michelle Magelssen thanked the Council for approving the incentive policy.

MAYOR/COUNCIL REPORTS

There were no reports from the Mayor or Council.

FUTURE CITY EVENTS

February 07, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
February 14, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
February 21, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
February 28, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:27 p.m.

Submitted by,

____
Maricela Peña, City Clerk

Approved by City Council,

____
Zo Hubbard, Mayor

City Council Meeting
Date: February 21, 2023
Staff: Amanda Rice,
HR Director

AM 2023-032
Public Hearing☐

SUBJECT FOR DISCUSSION

Authorize a 2-year Commitment with Neogov for the Onboarding Software Approved for the 2023 budget.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Neogov previously quoted us $17,500 for implementation and 2023 annual cost of the onboarding system. This was approved for the 2023 budget. They sent a re-quote reducing cost of the system and implementation by $13,483.59 for 2023. Because of the significant incentive they added to the first year to help with the approval, the agreement will require one-year guaranteed renewal. After 2024 it is renewed on a year to year basis. The quote we received for 2024 is $5,302.00.

The two-year agreement will cost $9,318.41 total.

FINANCIAL CONSIDERATIONS

Committing to the 2-year agreement will save the City $8,181.59. These costs are estimates as the cost of the system is dependent on employee count, and employee count changes often. The 2023 General Fund HR budget includes $9,305 for NeoGov annual Fees.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

1. Approve or not approve the 2-year commitment for Neogov onboarding
2. Consider other onboarding options

STAFF RECOMMENDATIONS

Staff recommends moving forward with the 2-year commitment with Neogov.

Attachments: a. NEOGOV Onboard Addendum

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

Exhibit A
Order Form

NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Alan Paul

Customer:

Fort Lupton, City of (CO)
Fort Lupton, CO
USA

Quote Valid From: 1/27/2023
Quote Valid To: 2/28/2023

Quote Number: Q-08928
PaymentTerms: Annual,Net 30
Subscription Term in Months: 12

Employee Count: 149
Order Summary

Pro-Rated Term Incentive Applied to Bundle Rate

Prorated to align renewal with existing NEOGOV system, setups and prorated subscription fees reduced by 50%

Service Description	Type	Start Date	End Date	Term Price
Onboard Subscription	RECURRING	3/1/2023	12/31/2023	$2,216.41
Onboard Setup	ONE-TIME			$1,800.00
			Pro-Rated Term Incentive Applied to Bundle Rate TOTAL:	$4,016.41

2024 Renewal Cost

Service Description	Type	Start Date	End Date	Term Price
Onboard Subscription	RECURRING	1/1/2024	12/31/2024	$5,302.00
			2024 Renewal Cost TOTAL:	$5,302.00

ORDER TOTAL: **$9,318.41**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the “Effective Date”). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

Pro-Rated SaaS Subscription Fees shall be due net thirty (30) from date of NEOGOV invoice. Annual SaaS Subscription Fee invoices shall commence after expiration of the Pro-Rated Term.

"Fort Lupton, City of (CO)"

Signature: ______________________________

Print Name: ______________________________

Date: ______________________________

City Council Meeting
Date: February 21, 2023
Staff: Leann Perino

AM 2023-033
Public Hearing☐

SUBJECT FOR DISCUSSION

Approve the Estimated 2023 Payment to Northern Colorado Water Conservation District (NCWCD) for Windy Gap Carriage Assessment Paid from the Utility Fund for an Amount Not to Exceed $278,662.08.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City has thirteen units of 1,300 acre feet of Windy Gap water. The assessment covers the cost of pumping, electrical power and general costs to operate the system and deliver the water to the City.

	2023 Estimated Cost	***2022 True-up of Estimated Costs to Actual***	***2023 Total Due***	***2022 Cost***	***Increase (Decrease)***
General Assessment	*$ 46,800.00*	*0*	*$ 46,800.00*	*$ 46,800.00*	*-*
Carriage Cost	*110,345.63*	*26,815.71*	*137,161.34*	*130,895.77*	*6,265.57*
USBR Fixed Charges	*47,450.00*	*0*	*47,450.00*	*46,618.00*	*832*
Pumping Power Cost	*34,608.42*	*12,642.32*	*47,250.74*	*10,992.03*	*36,258.71*
Net Assessment Amount Due	*$ 239,204.05*	*$39,458.03*	*$ 278,662.08*	*$ 235,305.80*	*$43,356.28*

FINANCIAL CONSIDERATIONS

The Utility Fund has $370,000 budgeted for Water Delivery Charges. None of the budgeted dollars have been expended in 2023.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Approve the payment of $278,662.08 to NCWCD for the 2023 Windy Gap Carriage Assessment

Attachments: a. Invoice

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

Municipal Subdistrict
Northern Colorado Water Conservancy District

Windy Gap Enterprise

2023 Windy Gap Annual Billing

March 1, 2023

Participant: **City of Fort Lupton**
Payment Due Date: April 1, 2023
Amount Due: **$278,662.08**

	Water Units
2022 Units:	13
2023 Units:	13

Delivery of Water for the billing period of October 1 through September 30 are shown below.

		Acre-Foot
2022	Actual Water Delivery	1,227.5
2022	Estimated Water Delivery	1,300.0
		(72.5)
2023	Estimated Water Delivery (A.F.)	1,300.0

Assessment billing components are summarized below:

	2023 Estimated Cost	True-up of 2022 Estimated Cost to Actual Cost	Total Due
Assessment Deferral	$ 46,800.00	$ -	$ 46,800.00
Carriage Costs	$ 110,345.63	$ 26,815.71	$ 137,161.34
USBR- Use of Unused Capacity (A)	$ 47,450.00	$ -	$ 47,450.00
Pumping Energy/Wheeling Cost	$ 34,608.42	$ 12,642.32	$ 47,250.74
Total	$ 239,204.05	$ 39,458.03	$ 278,662.08

(A) *Predetermined charge (1.79% annual increase) based on actual water delivery*

AMOUNT DUE **$ 278,662.08**

UF-2023 Windy Gap Carriage Assessment-Water
400-5900-554750 $278,662.08

City Council Meeting
Date: February 21, 2023
Staff: Jeanelle Andersen,
Court Administrator

AM 2023-034
Public Hearing☐

SUBJECT FOR DISCUSSION

Approve a Resolution Amending the Fees for Victims Compensation Fund Fee and Municipal Court Surcharges.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Section 2-155 of the Municipal Code authorizes the Municipal Court to collect surcharges from each defendant who is found liable for a traffic infraction, or is guilty or pleads guilty or nolo contendere in the Municipal Court. The fees are set by City Council by Resolution. The current surcharges set by Resolution 2021R060 are $5 Victims Compensation fee, $10 Police Equipment & Training fee and $5 Municipal Court fee.

During the 2023 annual budget process, City Council approved an increase to the Municipal Court fee from $5.00 to $10.00. The increased fee will enhance the probation and diversion services provided by the Municipal Court.

FINANCIAL CONSIDERATIONS

The Municipal Court is projecting 1,600 citations in 2023. This is an increase of $8,000.00.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1) Approve the Resolution increasing the Municipal Court fee.
2) Deny the Resolution and the fee remains at $5.00 per citation.

STAFF RECOMMENDATIONS

Staff recommends approval of the proposed Resolution amending the fees for Victims Compensation Fund Fee and Municipal Court Surcharges.

Attachments: a. Proposed Resolution

Certification of Council Approval:
Ordinance No. _______________ ________________________________ City Clerk ___________ Date
Resolution No. _______________

RESOLUTION NO. 2023RXXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AMENDING FEES FOR VICTIMS COMPENSATION FUND FEE AND MUNICIPAL COURT SURCHARGES EFFECTIVE MARCH 1, 2023.

WHEREAS, the City of Fort Lupton Municipal Code, Section 2-155, authorizes the Municipal Court to collect fees on specific cases; and

WHEREAS, the City's Ordinance 2015-994 authorizes fees for Victim's Compensation Fund, Police Equipment and Training Fund, and Court Programs and Enhancement Fund to be set by Resolution; and

WHEREAS, The City Council periodically updates these fees; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council has reviewed the fees and amends the fee schedule as follows:

1. Victim's Compensation Fund
    a. A fee of $5.00 is to be collected from each Defendant who is found guilty or pleads guilty or pleads nolo contendere (no contest) in the Fort Lupton Municipal Court.

2. Police Equipment and Training Fund
    a. A fee of $10.00 is to be collected from each Defendant who is found guilty or pleads guilty or pleads nolo contendere (no contest) in the Fort Lupton Municipal Court.

3. Court Diversion Programs and Court Enhancement Fund
    a. A fee of $10.00 is to be collected from each Defendant who is found guilty or pleads guilty or pleads nolo contendere (no contest) in the Fort Lupton Municipal Court.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 21st DAY OF FEBRUARY 2023.

City of Fort Lupton, Colorado

____
Zo Hubbard, Mayor

Attest:

____
Maricela Peña, City Clerk

Approved as to form:

____
Andy Ausmus, City Attorney

City Council Meeting
Date: February 21, 2023
Staff: Kaela Friedlan,
Deputy City Clerk

AM 2023-035
Public Hearing☐

SUBJECT FOR DISCUSSION

Adopting an Ordinance Amending Section 2-155 of the Municipal Code to Set the Victim Compensation Guidelines by Resolution.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Victim Compensation Fund (VCF) is a program that operates to compensate victims of crime which occurred in the City of Fort Lupton. Currently, the Municipal Code reads "the VCF guidelines are approved and adopted as attached to the ordinance codified herein… and may be amended from time to time by approval of the City Council." There is a need to clarify the Municipal Code. Adding a phrase to the Municipal Code, that states the VCF guidelines are approved and set by City Council by Resolution, will reduce confusion on how to amend the guidelines and allow for needed changes to occur more efficiently.

FINANCIAL CONSIDERATIONS

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

- Instruct staff to make additional changes to the Municipal Code.

STAFF RECOMMENDATIONS

Staff seeks direction

Attachments: a. Proposed Ordinance

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

ORDINANCE NO. 2023-XXX

INTRODUCED BY: ____

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, AMENDING CHAPTER 2, ARTICLE VII, SECTION 2-155: SENTENCING; STAYS OF EXECUTION, PERTAINING TO VICTIM COMPENSATION FUND, AND SETTING THE GUIDELINES BY RESOLUTION

WHEREAS, the City of Fort Lupton operates a program to compensate victims of crime which occur in the city; and

WHEREAS, the program is funded by a surcharge levied in traffic infractions or Municipal Court cases in which the defendant is found guilty or pleads guilty or nolo contendere; and

WHEREAS, monies collected by means of the surcharge are disbursed according to the guidelines specified in the Resolution; and

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

Section1. Chapter 2, Section 2-155 (e) (2) of the Fort Lupton Code is revised to read as follows:

(2) The VCF guidelines are approved and set by City Council by Resolution and may be amended from time to time by approval of the City Council.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 21st day of February 2023.

PUBLISHED in the Fort Lupton Press the 2nd day of March 2023.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED by title only this ____ day of ____ 2023.

PUBLISHED BY TITLE ONLY the ____ day of ____ 2023.

EFFECTIVE (after publication) the ____ day of ____ 2023.

CITY OF FORT LUPTON, COLORADO

____
Zo Hubbard, Mayor

ATTEST:

____
Maricela Peña, City Clerk

Approved as to form:

____
Andy Ausmus, City Attorney

City Council Meeting
Date: February 21, 2023
Staff: Kaela Friedlan,
Deputy City Clerk

AM 2023-036
Public Hearing☐

SUBJECT FOR DISCUSSION

Approve a Resolution Amending the Victim Compensation Guidelines.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Victim Compensation Fund (VCF) is a program that operates to compensate victims of crime which occurred in the City of Fort Lupton. The VCF guidelines were last updated in 2012. Updated descriptions regarding eligibility, compensable and non-compensable losses, application process, hearing process, award limits, fund restrictions, conflict of interest, and more have been added to the guidelines. The updated guidelines provide clearer instructions regarding the process for issuing monies from the fund and what is allowed when handling a victim compensation request.

FINANCIAL CONSIDERATIONS

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

- Instruct staff to make additional changes to the VCF guidelines.

STAFF RECOMMENDATIONS

Staff seeks direction.

Attachments: a. Proposed Resolution
b. Victim Compensation Fund Guidelines

Certification of Council Approval:
Ordinance No. _______________ ____________________________________ City Clerk ____________ Date
Resolution No. _______________

RESOLUTION 2023R0XX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AMENDING AND SETTING THE VICTIM COMPENSATION GUIDELINES

WHEREAS, the City of Fort Lupton operates a program to compensate victims of crime which occur in the city; and

WHEREAS, the program is funded by a surcharge levied on traffic infractions or Municipal Court cases in which the defendant is found guilty or pleads guilty or nolo contendere; and

WHEREAS, Residents and non-residents in which a criminal incident occurred within the city and resulted in a compensable loss may be eligible for reimbursement or payment, subject to the Victim Compensation Fund Guidelines; and

WHEREAS, the Victim Compensation Fund shall be administered by a Board consisting of the City Administrator, Chief of Police, Finance Director, City Attorney, and Court Administrator. The Board may award up to $2000.00 by a majority vote or the Municipal Court Judge may award Victim Compensation Fund monies in the amount equal to Restitution Orders; and

WHEREAS, The Court Administrator shall remit payment in accordance with the awarded amount.

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

That the Fort Lupton City Council has reviewed the proposed Victim Compensation Fund Guidelines attached hereto and hereby adopts these Victim Compensation Fund Guidelines, superseding any and all previous Victim Compensation Fund Guidelines.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 21st DAY OF FEBRUARY 2023.

City of Fort Lupton, Colorado

____

Zo Hubbard, Mayor

Attest:

____
Maricela Peña, City Clerk

Approved as to form:

____
Andy Ausmus, City Attorney

VICTIM COMPENSATION FUND GUIDELINES

Purpose
The Victim's Compensation Fund (VCF) shall be a special fund consisting of no revenue other than from the surcharge levied in criminal, code and traffic violations as provided by the City of Fort Lupton Municipal Code. The fund shall be solely used to assist and compensate victims of crimes which occur in the City of Fort Lupton.

Common Terms
Compensable crime: an intentional, knowing, reckless, or criminally negligent act of a person that results in residential property damage or damage to a motor vehicle or bodily injury or results in loss of or damage to eyeglasses, dentures, hearing aids, or other prosthetic or medically necessary devices or results in the need for mental health counseling and which is punishable as a crime in this state or as a violation of the Fort Lupton Municipal Code.

Economic loss: economic detriment consisting only of allowable expense, net income, or replacement services loss. The term does not include noneconomic detriment.

Injury: impairment of a person's physical or mental condition.

Victim: a person or entity harmed or injured as a result of a compensable crime that occurred within the City of Fort Lupton.

Applicant: any victim or parent or guardian of the victim of a compensable crime who applies to the fund for compensation.

Guardian: a person who looks after and is legally responsible for someone who is unable to manage their own affairs.

Property Damage: physical and tangible damage or destruction that is done to a residential dwelling, commercial real estate, motor vehicle, or personal assets.

Eligibility
Residents and non-residents in which a criminal incident occurred within the City of Fort Lupton and resulted in a compensable loss may be eligible for reimbursement or payment. However, not all crime victims or crime related losses are eligible.

Requirements:

1) The victim sustained a mental or physical injury, or damage to residential or commercial property as the result of a compensable crime.
2) The victim fully cooperated with law enforcement officials.
3) The crime was reported to a law enforcement agency within 72 hours.
4) The injury of the victim was not the result of the victim's own wrongdoing or substantial provocation.
5) The application was submitted within one year from the date of the crime.
6) The crime occurred within the City of Fort Lupton.
7) Awarded applicants are ineligible for compensation under the Colorado Crime Victim Compensation Act.

Eligible municipal violations include the crimes listed below. However, this is not an all-inclusive list.

7-146 Cruelty to Animals
7-149 Vicious Animal
10-118 Theft of Rental Property
10-121 Graffiti

7-150 Animal Which Creates A Danger	10-144 Injuring or Destroying Public Property
7-157 Damage to Property	10-173(3) Disorderly Conduct (Fighting)
10-112 Defacing Property	10-174 Assault
10-113 Criminal Mischief	11-68(a) Damage to Cemetery
10-114 Shoplifting	MTC 1211(2) Limitations on Backing
10-115 Tampering	MTC 1401 Reckless Driving Resulting in Accident
10-117 Theft	MTC 1402(1) Careless Driving Resulting in Accident

Compensable Losses

Losses directly related to the compensable crime are eligible for reimbursement, and may include:

1) Reasonable medical and/or hospital expenses and/or expenses incurred for dentures, eyeglasses, hearing aids, or other prosthetic or medically necessary devices;
2) Loss of earnings;
3) Outpatient care;
4) Homemaker and home health services.

Losses compensable resulting from property damage include:

1) Repair or replacement of property damaged as a result of a compensable crime without insurance coverage; or
2) Payment of the deductible amount on an automobile, residential, or commercial insurance policy.

Non-compensable Losses

1) Pain and suffering
2) Loss of money
3) Rent and other personal bills
4) Personal property loss and damage, excluding residential, vehicle, and medical property.
5) Moving expenses
6) Repair of motor vehicles, excluding damage occurring from the incident
7) If compensation was received by other payment options; which can include donations, medical and auto insurance, awards from civil lawsuits or settlements and restitution payments.

Victims Compensation Board

The Board is composed of five members:

City Administrator
Chief of Police
Finance Director
City Attorney
Court Administrator

Application for Compensation

1) An eligible person may apply to the Board by submitting a *Fort Lupton Victims Compensation Application*. A limit of one application per compensable crime will be accepted. In a case in which the person entitled to apply is a minor, the application may be made on the minors' behalf by the minor's parent or guardian. In a case where the person entitled to apply is mentally incompetent, the application may be made on his or her behalf by his or her parent, conservator, or guardian or by any other individual authorized to administer the estate. If the application is submitted by someone other than the victim, the applicant is responsible for acting in a fiduciary manner.
2) The applicant shall submit invoices or statements from any physician who has treated or examined the victim at the time of or subsequent to the victim's injury and shall include amount due by the victim. If, in the opinion of the Board, reports on the previous medical history of the victim or a report on the

examination of the injured victim would be of material aid to its determination, the Board may require the applicant to provide such reports.

3) The applicant shall submit estimates or invoices from any provider that has performed a repair or replacement to residential, auto, or medical property that was damaged as a result of a compensable crime.
4) The applicant shall submit a Fort Lupton Police Department case report which shall set forth the nature of the incident which is the result of a compensable crime.
5) Limit of one application per occurrence

If the applicant makes any false statement as to a material fact, the applicant shall be ineligible for an award.

Hearings for Compensation

1) The Board, in its discretion, may conduct a hearing upon any application submitted to it.
2) The burden of proof is upon the applicant to show that the claim is reasonable and is compensable under these guidelines. The standard of proof is by a preponderance of the evidence.
3) If a person has been convicted of an offense with respect to an act on which a claim is based, proof of that conviction shall be taken as conclusive evidence that the offense has been committed, unless an appeal or a proceeding with regard to it is pending. The fact that the identity of the assailant is unknown or that the assailant has not been prosecuted or convicted shall not raise a presumption that the claim is invalid.
4) Orders and decisions of the Board are final.
5) If a request is denied, the applicant has a right to request reconsideration. The applicant will be notified as to why the claim was denied. The applicant shall submit documentation that opposes the reasoning for the denial. To begin the reconsideration process, the applicant will need to contact the Court Administrator within 90 days from the date of the denial notification. The Municipal Court Judge will review and rule on the reconsideration request. The applicant will be notified in writing whether the request for reconsideration is approved or denied.

Awarding Compensation and Limits

1) The Victim Compensation Board may award up to $2,000.00 by a majority vote of the Board for each compensable crime. The Board may order a denial or reduction of an award, if in the interest of justice, it is so required.
2) The Municipal Court Judge may award VCF monies for the amount ordered in a case with Restitution. Awarded amount is not subject to the $2,000.00 limit. The offender’s payment for restitution shall be applied to the VCF as a reimbursement.
3) A loss is not compensable if the aggregate loss is less than $25.00 unless ordered as Restitution by the Municipal Court Judge.
4) Upon a finding by the Board or Municipal Court Judge that compensation should be awarded, the Court Administrator or his or her designee shall remit payment in accordance with the awarded amount.

Fund Restrictions

Funds shall not be used by the City for defraying the costs of routine and ongoing operation expenses.

Conflict of Interest

1) When a potential conflict is raised by the victim or applicant during the application process, the Municipal Court Judge shall determine if such a conflict exists.
2) If a conflict is determined to exist, the Municipal Court Judge shall appoint an alternate to represent the board member in question.
3) The alternant board member will honor the policies of the board.

City Council Meeting
Date: February 21, 2023
Staff: Tyler Tarpley Coyote Creek General Manager

AM 2023-037
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving the Purchase of One (1) Tractor for Coyote Creek Golf Course ("CCGC") in the Amount of $51,335.43, Allocated from the Golf Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The existing tractor used at CCGC is a 1998 John Deere and is undersized. It is the only tractor for use with all of the PTO driven equipment. The tractor has required an extensive amount of maintenance the last several golf seasons to remain in working order.

Wickham Tractor Co is a Sourcewell member and has provided a quote for a Kubota tractor with nearly twice the size and power, providing staff the opportunity to operate all PTO driven equipment with ease.

FINANCIAL CONSIDERATIONS

This purchase is allocated in the 2023 golf course budget. Wickham Tractor Co is a member of Sourcewell #031121

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

A. Purchase a new Tractor from Wickham Tractor Co.
B. Continue using the current John Deere Tractor

STAFF RECOMMENDATIONS

Staff recommends the approval of purchase of a tractor from Wickham Tractor Co not to exceed $51,335.43.

Attachments: a. Wickham Tractor Sourcewell Quote

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

Sourcewell
Utility Tractors & Mowers – 031121
CE and AG – 040319
Utility Vehicles 122220
Arkansas 4600041718
Delaware GSS-21673
Mississippi (CE Only) 8200056371
Mississippi 8200055841

M7060HD12 WEB QUOTE #2583873
Date: 2/15/2023 11:54:52 AM
-- Customer Information --
Mcnay , Mike
City of Fort Lupton
mmcnay@fortluptonco.gov
3035020117

Quote Provided By
WICKHAM TRACTOR CO.
Joe Robertson
1500 Illinois St
Golden, CO 80401
email: joer@wickhamtractor.com
phone: 9707478330

-- Standard Features --

Kubota
M Series

M7060HD12
UTILITY ROPS TRACTOR, 4WD, HYDRAULIC-SHUTTLE TRANSMISSION
* * * EQUIPMENT IN STANDARD MACHINE * * *

DIESEL ENGINE
Model # V3307-CR-TE4
CRS – Common Rail Fuel Injection
Electronic Governor Control
Turbocharged with EGR Valve
4 Cyl - 203 cu. in.
^ 71 Net Eng. HP
^ 64 PTO HP
EPA Tier IV Emission Certified
12V 700 CCA Battery
Charging Output 45 amps (ROPS)

HYDRAULICS / HITCH / DRAWBAR
Open Center Gear Type
First Remote (SCD) with Self Canceling Detents
Twelve Speed Models
6.1 gpm Power Steering
16.2 gpm Remotes / 3 Pt. Hitch @ 2770 psi
23.1 gpm Total
Cat II 3-point Hitch
At lift Point 4200 lbs.
24" Behind 3307 lbs.
Telescoping Lower Links
Stabilizers
Swinging Drawbar

POWER TAKE OFF
Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540/540E @ 1520 Eng. rpm on 12 speeds

FRONT AXLE
Hydrostatic Power Steering
4WD Bevel Gear
Cast Iron
55 Degree turning angle
Limited Slip Differential
Adj. (Rim) Tread Spacing
HDC12:
4WD Automatic braking from 2WD with both brakes applied
Electro/hydraulic engagement of front wheel drive

FLUID CAPACITY
Fuel Tank (ROPS) 18.5 gal
Cooling System 6.6 qts
Crankcase 8.5 qts
Transmission and Hydraulics 10.6 gal
Front Axle (4WD) 8.5 qts

DRIVE TRAIN
Twelve Speed Models
HD12/HDC12 Models
Six Speed Fully Synchronized
12F/12R Speeds with Hydraulic Shuttle
12TH Gear Overdrive maximum engine RPM
2080, increases fuel economy
Planetary Final Drives

SAFETY EQUIPMENT
Flip-Up PTO Shield
Safety Start Switches
PTO – OPC (Operator Presence Control, Alarm 10 seconds
Electric Key Shut Off
Mechanical Wet Disc Brakes
Parking Brakes
Turn Signals
SMV Sign

ROPS MODEL
2-Post Foldable ROPS
Retractable Seat Belt

LIGHTING
2 Headlights w/sidelights
2 Tail lights
2 Hazard Flasher Lights with Turn Signals (ROPS)
7 Pin Electrical Trailer Connector

INSTRUMENTS
Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature

^ Manufacturer estimate.

SELECTED TIRES
AMR8526 & AMR8541
FRONT - LSW305-521R3 TITAN GRIZZ LSW SOFT TURF
REAR - LSW570-648 R3 TITAN GRIZZ LSW SOFT TURF

-- Custom Options --

M7060HD12 Base Price:	$45,734.00
(1) 72" TWO-LEVER QUICK ATTACH ROUND BACK BUCKET M1811-72" TWO-LEVER QUICK ATTACH ROUND BACK BUCKET	$871.00
(1) 2ND POSITION VALVE MOUNTING KIT M7607-2ND POSITION VALVE MOUNTING KIT	$173.00
(1) 3RD POSITION VALVE MOUNTING KIT M7608-3RD POSITION VALVE MOUNTING KIT	$173.00
(1) FRONT LOADER (2 LEVER TYPE QUICK COUPLER) LA1154A-FRONT LOADER (2 LEVER TYPE QUICK COUPLER)	$6,526.00
(1) SELF LEVELING CONTROL VALVE KIT/ROPS M7998-SELF LEVELING CONTROL VALVE KIT/ROPS	$2,352.00
(2) HYDRAULIC FLOAT DETENT (FD) REMOTE VALVE M7605-HYDRAULIC FLOAT DETENT (FD) REMOTE VALVE	$1,688.00
Configured Price:	$57,517.00
Sourcewell Discount:	($12,653.74)
SUBTOTAL:	$44,863.26
Factory Assembly:	$260.00
Dealer Assembly:	$949.67
Freight Cost:	$862.50
PDI:	$400.00
VS600 Spreader	$4,000.00
Total Unit Price:	$51,335.43
Quantity Ordered:	1
Final Sales Price:	$51,335.43

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members.
Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*Some series of products are sold out for 2022. **All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

City Council Meeting
Date: February 21, 2023
Staff: Tyler Tarpley Coyote Creek General Manager

AM 2023-038
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving the Purchase of One (1) Utility Cart for Coyote Creek Golf Course ("CCGC") in the Amount of $11,586.00, Allocated from the Golf Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

CCGC has added staff over the last several seasons. The additional staff means more vehicles are needed to transport workers and equipment around the golf course. Staff, for the last several years has elected to forego purchasing another utility cart, using a cart from the fleet instead. The rental fleet is used by paying golfers on the course and all 80 carts are needed by golfers most days. The rental cart also does not have any storage or carrying capabilities, which limits its usefulness to maintenance staff.

An RFP was sent out to vendors, three bids were returned. A summary of the results is below

Masek Golf Cars -	$11,586.00
Colorado Golf and Turf-	$10,918.62
EZGO, Textron CO-	$11,548.00

Masek sells Yamaha golf cars, which match the rest of the fleet of golf carts, utility carts, beverage carts and range cart. Although they are the highest bid, it is suggested to continue the use as maintenance will be streamlined by keeping the same brand and model of carts.

FINANCIAL CONSIDERATIONS

The Golf Course has $13,000 in the 2023 Budget for this purchase.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

A. Purchase the Utility Cart from Masek.
B. Accept the lowest bid from Colorado Golf and Turf.
C. Do not purchase a Utility Cart and continue to use a cart from the rental fleet.

STAFF RECOMMENDATIONS

Staff recommends the approval of purchase of a Utility Cart from Masek Golf Cars in the amount of $11,586.

Attachments: a. Bids from Masek, Colorado Golf and Turf, and EZGO Textron

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

****
REQUEST NO.
FTL2023-07
****

CITY OF

Fort Lupton

EST. 1869

COME PAINT YOUR FUTURE WITH US

CITY COUNCIL OF FORT LUPTON, STATE OF COLORADO, BY AND THROUGH ITS FINANCE DIRECTOR

DATE: February 1, 2023

THIS DOCUMENT CONTAINS GENERAL INFORMATION FOR THE PURCHASING PROCESS OF THE CITY OF FORT LUPTON. ALL ITEMS MAY NOT BE APPLICABLE. ACTUAL BID SPECIFICATIONS WILL BE FOUND FOLLOWING PAGE 7.

I. NOTICE TO BIDDERS

A. The City of Fort Lupton of the County of Weld, State of Colorado, by and through its Finance Director, wishes to purchase the following:

Golf Course Utility Cart

B. Sealed or electronic bids for the above stated merchandise, equipment, and/or services will be received at the office of the City of Fort Lupton Finance Director, 130 South McKinley Avenue, Fort Lupton, Colorado, 80621 or emailed to until: **Friday Febuary 10th, @ 10:00 A.M.**

   a. Emailed bids **must include** the phrase "**I waive my right to a sealed bid**" in the body of the email.

C. It is tentatively scheduled that the City Council will address this acquisition on **Febuary 21st, 2023**.

II. INVITATION TO BID

A. The City of Fort Lupton of the County of Weld, State of Colorado, by and through its Finance Director, requests bids for the purchase of the above-listed merchandise, equipment, and/or services.

B. Said product shall be for the benefit of: CITY OF FORT LUPTON, 130 S. McKinley Ave., FORT LUPTON, COLORADO 80621.

C. Bids shall include any and all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, in every way, be the total net price which the bidder will expect the City of Fort Lupton to pay if awarded the bid.

D. All bids must be sealed in envelopes that have the bid number and title of the bid typed or printed in plain sight. One original and two copies of the Bid must be submitted at the time of the bid opening. One complete bid document, which will be the only official copy of the bid, shall be filed at the finance department. After certification of the bid, by finance, the other copies will be sent to the applicable department(s) for review. Bids may be faxed to 303-857-6090 attention finance; and the vendor must include the following statement on the facsimile, **"I hereby waive my right to a sealed bid".** (If faxing your bid, please send hard copy of bid for our files).

CITY OF Fort Lupton EST. 1836

COME PAINT YOUR FUTURE WITH US

III. INSTRUCTIONS TO BIDDERS

A. Bids shall be typewritten or written in ink. Each bid must give the full business address of bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent." or other title without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Finance Director, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished. All corrections or erasures shall be initialed by the person signing the bid. All bidders shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in.

B. Bids may be withdrawn upon written request to the Finance Director received from bidders prior to the time fixed for opening. Negligence on the part of bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

C. Bidders are expected to examine the conditions, specifications, and all instructions contained herein. Failure to do so will be at the bidder's risk.

D. Bidders shall not stipulate in their proposals any conditions not contained in the instructions and specifications herein unless specifically requested by the special instructions attached hereto. Any proposal which fails to comply with the letter of the instructions and specifications herein may be rejected.

E. Late or unsigned bids may not be accepted or considered. It is the responsibility of the bidder to ensure that the bid arrives in the City of Fort Lupton Finance Department on or prior to the time indicated in Section I., entitled "Notice to Bidders."

F. When approximate quantities are stated, the City of Fort Lupton reserves the right to increase or decrease quantity as best fits its needs.

G. Whenever requested, samples or descriptive matter shall be filed prior to the opening of bids.

H. Any item supplied to the City of Fort Lupton shall be new and of the manufacturer's current model unless otherwise specified.

I. In accordance with purchasing procedures of the City of Fort Lupton, the Council will give preference to residents of the City of Fort Lupton in all cases where said bids are

competitive in price and quality. It is also understood that the Council of the City of Fort Lupton will give preference to suppliers from the State of Colorado, in accordance with Section 30-11-110, CRS, when it is accepting bids for the purchase of any books, stationery, records, printing, lithographing or other supplies for any officer of the City.

J. All discounts shall be figured from the date of delivery and acceptance of the articles, or in the case of an incorrect invoice, from the date of receipt of corrected invoice, if this be subsequent to delivery and acceptance.

K. Substitutions or modifications to any of the terms, conditions, or specifications of this bid package which are made by the City of Fort Lupton, after the bids have been distributed to prospective bidders, and prior to the date and time of bid opening, will be made in writing and signed by Finance Director. No employee of the City of Fort Lupton is authorized in any way to modify any of the terms, conditions, or specifications of this bid without written approval of said Finance Director. This is not to imply that bids will not be accepted or considered with specifications which are different from those herein. Any item which does not meet all the terms, conditions, or specifications of this bid, must be clearly indicated on a separate sheet of paper, attached to the bid specification and proposal sheets and returned with the bid.

L. The successful bidder shall indemnify and hold harmless the City of Fort Lupton, against all claims for royalties, for patents or suit for infringement thereon, which may be involved in the manufacture or use of the material to be furnished.

M. All goods shall remain the property of the seller until delivered to and accepted by the City of Fort Lupton.

N. Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Finance Director for the premature opening of a bid not properly addressed and identified.

O. In submitting the bid, the bidder agrees that the acceptance of any and all bids by the Council of the City of Fort Lupton within a reasonable time or period constitutes a contract. The Fort Lupton City Council, reserves the right to reject any and all bids, to waive any informalities in bids, and to accept the bid that, in the opinion of the Council, is to the best interests of the Council and of the City of Fort Lupton.

P. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Finance Director. It is understood that it is necessary for all invoices to be made out to the City of Fort Lupton, not to the Department securing the merchandise. All invoices should be sent to: Fort Lupton Finance Department, 130 South McKinley Avenue, Fort Lupton, CO 80621.

Q. These instructions, the proposal forms, and specifications have been developed with the hope of raising the standard of purchasing negotiations to a level wherein all transactions will be mutually satisfactory. Your cooperation is invited.

IV. DEFINITIONS

A. "Standard": When the word "standard" is used in the specification to describe an item of

equipment or in assembly, it shall be construed to mean that item or assembly so described shall be the latest regular product of the manufacturer thereof, identified by a model or other designation, without the modification or omission of any of its usual parts or the substitution of others therefore, except as hereafter specified, details, capacities and ratings, conforming in every respect to the said manufacturer's catalog or other printed matter describing the item or assembly. Standard subassemblies, accessories, fittings, and finishes shall be construed to be those which are regularly furnished as part of the principle unit or assembly and included in the selling price thereof.

B. "Reputable Manufacturer": A manufacturer who has been engaged in the business of fabricating the equipment specified for a reasonable period of time prior to the date set for opening of bids and who can demonstrate to the satisfaction of the City of Fort Lupton that said manufacturer has successfully installed equipment of the type proposed to be furnished in at least three (3) instances and the performance of such equipment has been satisfactory. Manufacturers having been engaged in the business of manufacturing said equipment for a period of one (1) year prior to the date affixed for opening bids shall, prima facie, be deemed to have been engaged in such business a reasonable length of time.

C. "Or Equal": The specific equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturer's equipment of comparable quality, design, and efficiency.

V. GENERAL SPECIFICATIONS, CONDITIONS AND INFORMATION

A. Design: Any equipment to be purchased shall be the manufacturer's latest model of production. Said equipment shall be of superior quality and suitable to the use for which it is intended. The technical design shall be in line with the best practice in the industry and the materials and workmanship entering into the construction shall be of the kinds and qualities which will ensure long life, dependability, and low cost of maintaining and repairing.

B. Pre-delivery Service: Office equipment is to be delivered, as directed, unpacked, assembled, cleaned and adjusted for immediate use at a location designated by the Finance Director of the City of Fort Lupton. Motor vehicles and other items of equipment shall be ready for immediate use at the time of delivery to a designated location. The equipment shall be clean and all instruments properly adjusted. The inflation of tires must be checked, lubrication completed, the crank case checked for proper oil level, and any other servicing normally provided by dealers shall be performed. Operating and maintenance manuals shall be provided at the time of delivery. Parts and price lists shall be included when special equipment is purchased or when requested by the City of Fort Lupton.

C. Acknowledgment and Delivery Schedule of Initial Order: Time is of the essence. Delivery date will be noted on page 6 of the bid packet. The successful bidder shall acknowledge the receipt of the order and certify delivery as scheduled.

D. Warranty: The successful bidder shall warrant that:

1. The goods to be supplied pursuant to this bid are fit and sufficient for the purpose intended;

2. The goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship; and

3. The goods sold to the City of Fort Lupton pursuant to this bid conform to the minimum City specifications as established herein.

The successful bidder shall further warrant that he has title to the goods supplied and that the goods are free and clear of all liens, encumbrances, and security interests. All warranties made by the successful bidder, together with service warranties' and guarantees shall run to the City of Fort Lupton and its successors and assigns.

E. Service Calls in the First One Year Period: The successful bidder shall bear all costs for mileage, travel time. and service trucks used in the servicing (including repairs) of any of the goods to be purchased by the City of Fort Lupton, pursuant to this bid for as many service calls as are necessary for the first one (1) year period after said goods are first supplied to the City of Fort Lupton.

F. The bidder acknowledges that all contracts are subject to approval by the Fort Lupton City Council. Bidder should not incur any costs prior to receipt of a signed contract approved by the City of Fort Lupton and a fully executed Notice to Proceed. Any costs incurred by bidder prior to receipt of an approved contract and fully executed Notice to Proceed are the sole responsibility of the applicable bidder. Any costs incurred by a bidder in preparation of its bid are the sole responsibility of the applicable bidder.

G. General Information: Bidder shall submit with their bids the following information pertaining to the equipment upon which the bids are submitted:

1. Detailed equipment specifications to include the warranty.

2. Descriptive literature.

****
REQUEST NO.
FTL2023-07
****

CITY OF Fort Lupton EST. 1836

COME PAINT YOUR FUTURE WITH US

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

Dear Ms. Perino:

The undersigned having become familiar with the specifications for ***Golf Course Utility Cart*** and deliver to the City of Fort Lupton as set forth in the following schedule:

GRAND TOTAL $ 11,586.00

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

FIRM Masek Rocky Mountain Golf Cars BY Jordan Weber

BUSINESS ADDRESS 5345 Newport St. TITLE District Sales Manager

CITY, STATE, ZIP CODE Commerce City, CO 80022 DATE 2/2/23

TELEPHONE NO. (303) 489-2187 FAX NO.(3) 952-7403 TAXPAYER I.D.# 45-3684522

DOES YOUR BID MEET OUR SPECIFICATIONS? YES x NO___

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

CITY OF

Fort Lupton

EST. 1836

COME PAINT YOUR FUTURE WITH US

****
REQUEST NO.
FTL2023-07
****

CITY OF FORT LUPTON

CERTIFICATION STATEMENT REGARDING ILLEGAL ALIENS

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

1. The Vendor shall comply with provisions of CRS 8-17.5-101 et seq.

2. The Vendor shall not knowingly employ or contract with an illegal alien to perform work under this purchase order or enter into a contact with a subcontractor that knowingly employs or contracts with an illegal alien.

3. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-(2)(b)(I).

4. The Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate the above referenced purchase order for breach and the Vendor shall be liable for actual and consequential damages to the City.

CERTIFIED and AGREED to this second day of February, 20023.

VENDOR:

Jordan Weber
(Full Legal Name)

BY: ______________________
Signature of Authorized Representative(s)

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

****
REQUEST NO.
FTL2023-07
****

CITY OF Fort Lupton EST. 1836
COME PAINT YOUR FUTURE WITH US

Specifications

Coyote Creek Golf Course is looking to purchase one gasoline golf course utility cart.

Minimum Specifications

Engine type: 402cc and 14.25 hp
Fuel System: Electronic fuel injection
Cargo Bed Max Load: 800 lbs
Max forward speed: 19.5 mph
Accessories: Headlights
Roof with foldable windshield

****
REQUEST NO.
FTL2023-07
****

CITY OF
Fort Lupton
EST 1836
COME PAINT YOUR FUTURE WITH US

CITY COUNCIL OF FORT LUPTON, STATE OF COLORADO, BY AND THROUGH ITS FINANCE DIRECTOR

DATE: February 1, 2023

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a. Emailed bids **must include** the phrase "**I waive my right to a sealed bid**" in the body of the email.

C. It is tentatively scheduled that the City Council will address this acquisition on **Febuary 21st, 2023.**

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competitive in price and quality. It is also understood that the Council of the City of Fort Lupton will give preference to suppliers from the State of Colorado, in accordance with Section 30-11-110, CRS, when it is accepting bids for the purchase of any books, stationery, records, printing, lithographing or other supplies for any officer of the City.

J. All discounts shall be figured from the date of delivery and acceptance of the articles, or in the case of an incorrect invoice, from the date of receipt of corrected invoice, if this be subsequent to delivery and acceptance.

K. Substitutions or modifications to any of the terms, conditions, or specifications of this bid package which are made by the City of Fort Lupton, after the bids have been distributed to prospective bidders, and prior to the date and time of bid opening, will be made in writing and signed by Finance Director. No employee of the City of Fort Lupton is authorized in any way to modify any of the terms, conditions, or specifications of this bid without written approval of said Finance Director. This is not to imply that bids will not be accepted or considered with specifications which are different from those herein. Any item which does not meet all the terms, conditions, or specifications of this bid, must be clearly indicated on a separate sheet of paper, attached to the bid specification and proposal sheets and returned with the bid.

L. The successful bidder shall indemnify and hold harmless the City of Fort Lupton, against all claims for royalties, for patents or suit for infringement thereon, which may be involved in the manufacture or use of the material to be furnished.

M. All goods shall remain the property of the seller until delivered to and accepted by the City of Fort Lupton.

N. Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Finance Director for the premature opening of a bid not properly addressed and identified.

O. In submitting the bid, the bidder agrees that the acceptance of any and all bids by the Council of the City of Fort Lupton within a reasonable time or period constitutes a contract. The Fort Lupton City Council, reserves the right to reject any and all bids, to waive any informalities in bids, and to accept the bid that, in the opinion of the Council, is to the best interests of the Council and of the City of Fort Lupton.

P. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Finance Director. It is understood that it is necessary for all invoices to be made out to the City of Fort Lupton, not to the Department securing the merchandise. All invoices should be sent to: Fort Lupton Finance Department, 130 South McKinley Avenue, Fort Lupton, CO 80621.

Q. These instructions, the proposal forms, and specifications have been developed with the hope of raising the standard of purchasing negotiations to a level wherein all transactions will be mutually satisfactory. Your cooperation is invited.

IV. DEFINITIONS

A. "Standard": When the word "standard" is used in the specification to describe an item of

equipment or in assembly, it shall be construed to mean that item or assembly so described shall be the latest regular product of the manufacturer thereof, identified by a model or other designation, without the modification or omission of any of its usual parts or the substitution of others therefore, except as hereafter specified, details, capacities and ratings, conforming in every respect to the said manufacturer's catalog or other printed matter describing the item or assembly. Standard subassemblies, accessories, fittings, and finishes shall be construed to be those which are regularly furnished as part of the principle unit or assembly and included in the selling price thereof.

B. "Reputable Manufacturer": A manufacturer who has been engaged in the business of fabricating the equipment specified for a reasonable period of time prior to the date set for opening of bids and who can demonstrate to the satisfaction of the City of Fort Lupton that said manufacturer has successfully installed equipment of the type proposed to be furnished in at least three (3) instances and the performance of such equipment has been satisfactory. Manufacturers having been engaged in the business of manufacturing said equipment for a period of one (1) year prior to the date affixed for opening bids shall, prima facie, be deemed to have been engaged in such business a reasonable length of time.

C. "Or Equal": The specific equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturer's equipment of comparable quality, design, and efficiency.

V. GENERAL SPECIFICATIONS, CONDITIONS AND INFORMATION

A. Design: Any equipment to be purchased shall be the manufacturer's latest model of production. Said equipment shall be of superior quality and suitable to the use for which it is intended. The technical design shall be in line with the best practice in the industry and the materials and workmanship entering into the construction shall be of the kinds and qualities which will ensure long life, dependability, and low cost of maintaining and repairing.

B. Pre-delivery Service: Office equipment is to be delivered, as directed, unpacked, assembled, cleaned and adjusted for immediate use at a location designated by the Finance Director of the City of Fort Lupton. Motor vehicles and other items of equipment shall be ready for immediate use at the time of delivery to a designated location. The equipment shall be clean and all instruments properly adjusted. The inflation of tires must be checked, lubrication completed, the crank case checked for proper oil level, and any other servicing normally provided by dealers shall be performed. Operating and maintenance manuals shall be provided at the time of delivery. Parts and price lists shall be included when special equipment is purchased or when requested by the City of Fort Lupton.

C. Acknowledgment and Delivery Schedule of Initial Order: Time is of the essence. Delivery date will be noted on page 6 of the bid packet. The successful bidder shall acknowledge the receipt of the order and certify delivery as scheduled.

D. Warranty: The successful bidder shall warrant that:

1. The goods to be supplied pursuant to this bid are fit and sufficient for the purpose intended;

2. The goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship; and

3. The goods sold to the City of Fort Lupton pursuant to this bid conform to the minimum City specifications as established herein.

The successful bidder shall further warrant that he has title to the goods supplied and that the goods are free and clear of all liens, encumbrances, and security interests. All warranties made by the successful bidder, together with service warranties' and guarantees shall run to the City of Fort Lupton and its successors and assigns.

E. Service Calls in the First One Year Period: The successful bidder shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by the City of Fort Lupton, pursuant to this bid for as many service calls as are necessary for the first one (1) year period after said goods are first supplied to the City of Fort Lupton.

F. The bidder acknowledges that all contracts are subject to approval by the Fort Lupton City Council. Bidder should not incur any costs prior to receipt of a signed contract approved by the City of Fort Lupton and a fully executed Notice to Proceed. Any costs incurred by bidder prior to receipt of an approved contract and fully executed Notice to Proceed are the sole responsibility of the applicable bidder. Any costs incurred by a bidder in preparation of its bid are the sole responsibility of the applicable bidder.

G. General Information: Bidder shall submit with their bids the following information pertaining to the equipment upon which the bids are submitted:

1. Detailed equipment specifications to include the warranty.

2. Descriptive literature.

****
REQUEST NO.
FTL2023-07
****

CITY OF

Fort Lupton

EST 1836

COME PAINT YOUR FUTURE WITH US

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

Dear Ms. Perino:

The undersigned having become familiar with the specifications for ***Golf Course Utility Cart*** and deliver to the City of Fort Lupton as set forth in the following schedule:

GRAND TOTAL $ 10,918.62

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

FIRM Colorado Golf + Turf BY Kyle Postlethwaite

BUSINESS ADDRESS 11757 S. Wadsworth TITLE Turf Equipment Sales

CITY, STATE, ZIP CODE Littleton, CO 80125 Delivery DATE 12/2/23

TELEPHONE NO. 303-981-7521 FAX NO. 303-781-3372 TAXPAYER I.D.# 84-0924799

DOES YOUR BID MEET OUR SPECIFICATIONS? YES____ NO ✓ 429cc 14 hp instead of 402cc 14.25hp

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

****
REQUEST NO.
FTL2023-07
****

CITY OF

Fort Lupton

EST 1836

COME PAINT YOUR FUTURE WITH US

Specifications

Coyote Creek Golf Course is looking to purchase one gasoline golf course utility cart.

Minimum Specifications

Engine type: 402cc and 14.25 hp
Fuel System: Electronic fuel injection
Cargo Bed Max Load: 800 lbs
Max forward speed: 19.5 mph
Accessories: Headlights
Roof with foldable windshield

COLORADO GOLF & TURF

Equipment for Golf Course & Turf Professionals

11757 S. Wadsworth Blvd.
Littleton, CO 80125
Phone: (303)761-3332
Toll Free: (800)634-7823
Fax: (303)781-3372

QUOTATION

TO: City of Fort Lupton
130 S. McKinley Ave.
Fort Lupton, CO 80621

RE: 2023 Carryall 300 Gas
Omnia Partners Contract #EV2671-01

ATTN: Ms. Leann Perino/Coyote Creek

E-MAIL: Bids@fortluptonCO.gov

PHONE:

DATE:	DELIVERY:	FOB:	VIA:	SALESMAN:
2/2/2023	TBD	CGT	CGT	Kyle Postlethwaite

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1		**2023 Club Car Carryall 300 Gas**	$10,222.00	$10,222.00
		Standard Equipment:	Omnia Discount -19%	-$1,942.18
		14HP OHV EFI Kohler Engine, Pedal Start, 429cc		
		2-Wheel Brakes		
		Premium Tires 6-Ply Rated 20x10-10 (Front)		
		12V Powerpoint, Halogen Headlights		
		Hour Meter, Fuel Gauge		
		Standard Front Suspension		
		White, Dark Gray, Bright Blue or Dark Green Cowl		
		Additional Accessories:		
1		Canopy Top (White, Beige or Black)	$502.00	$502.00
1		Hinged Windshield	$182.00	$182.00
1		Cargo Box with Tailgate Tether - Bed Load Capacity 800 lbs.	$844.00	$844.00
			Accessories Discount -15%	-$229.20
		SUBTOTAL		$9,578.62
		FREIGHT/SETUP/DELIVERY		$1,340.00
		TOTAL PRICE		**$10,918.62**

This quote is valid for 30 days. The above total does not include any applicable state and local sales or use taxes

Pricing is subject to manufacturer surcharge(s) at time of delivery

BY: Kyle Postlethwaite **PHONE:** (303)761-3332

ACCEPTED BY: **DATE:**

****
REQUEST NO.
FTL2023-07
****

CITY OF

Fort Lupton

EST 1836

COME PAINT YOUR FUTURE WITH US

CITY OF FORT LUPTON

CERTIFICATION STATEMENT REGARDING ILLEGAL ALIENS

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

1. The Vendor shall comply with provisions of CRS 8-17.5-101 et seq.

2. The Vendor shall not knowingly employ or contract with an illegal alien to perform work under this purchase order or enter into a contact with a subcontractor that knowingly employs or contracts with an illegal alien.

3. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-(2)(b)(I).

4. The Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate the above referenced purchase order for breach and the Vendor shall be liable for actual and consequential damages to the City.

CERTIFIED and AGREED to this ______ day of ____________________, 200___.

VENDOR:

____
(Full Legal Name)

BY: ____
Signature of Authorized Representative(s)

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

****
REQUEST NO.
FTL2023-07
****

CITY OF
Fort Lupton
EST 1836
COME PAINT YOUR FUTURE WITH US

CITY COUNCIL OF FORT LUPTON, STATE OF COLORADO,
BY AND THROUGH ITS FINANCE DIRECTOR

DATE: February 1, 2023

THIS DOCUMENT CONTAINS GENERAL INFORMATION FOR THE PURCHASING PROCESS OF THE CITY OF FORT LUPTON. ALL ITEMS MAY NOT BE APPLICABLE. ACTUAL BID SPECIFICATIONS WILL BE FOUND FOLLOWING PAGE 7.

I. NOTICE TO BIDDERS

A. The City of Fort Lupton of the County of Weld, State of Colorado, by and through its Finance Director, wishes to purchase the following:

Golf Course Utility Cart

B. Sealed or electronic bids for the above stated merchandise, equipment, and/or services will be received at the office of the City of Fort Lupton Finance Director, 130 South McKinley Avenue, Fort Lupton, Colorado, 80621 or emailed to Bids@FortLuptonCO.gov until: **Friday Febuary 10th, @ 10:00 A.M.**

   a. Emailed bids **must include** the phrase "**I waive my right to a sealed bid**" in the body of the email.

C. It is tentatively scheduled that the City Council will address this acquisition on **Febuary 21st, 2023.**

II. INVITATION TO BID

A. The City of Fort Lupton of the County of Weld, State of Colorado, by and through its Finance Director, requests bids for the purchase of the above-listed merchandise, equipment, and/or services.

B. Said product shall be for the benefit of: CITY OF FORT LUPTON, 130 S. McKinley Ave., FORT LUPTON, COLORADO 80621.

C. Bids shall include any and all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, in every way, be the total net price which the bidder will expect the City of Fort Lupton to pay if awarded the bid.

D. All bids must be sealed in envelopes that have the bid number and title of the bid typed or printed in plain sight. One original and two copies of the Bid must be submitted at the time of the bid opening. One complete bid document, which will be the only official copy of the bid, shall be filed at the finance department. After certification of the bid, by finance, the other copies will be sent to the applicable department(s) for review. Bids may be faxed to 303-857-6090 attention finance; and the vendor must include the following statement on the facsimile, **"I hereby waive my right to a sealed bid".** (If faxing your bid, please send hard copy of bid for our files).

III. INSTRUCTIONS TO BIDDERS

A. Bids shall be typewritten or written in ink. Each bid must give the full business address of bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other title without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Finance Director, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished. All corrections or erasures shall be initialed by the person signing the bid. All bidders shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in.

B. Bids may be withdrawn upon written request to the Finance Director received from bidders prior to the time fixed for opening. Negligence on the part of bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

C. Bidders are expected to examine the conditions, specifications, and all instructions contained herein. Failure to do so will be at the bidder's risk.

D. Bidders shall not stipulate in their proposals any conditions not contained in the instructions and specifications herein unless specifically requested by the special instructions attached hereto. Any proposal which fails to comply with the letter of the instructions and specifications herein may be rejected.

E. Late or unsigned bids may not be accepted or considered. It is the responsibility of the bidder to ensure that the bid arrives in the City of Fort Lupton Finance Department on or prior to the time indicated in Section I., entitled "Notice to Bidders."

F. When approximate quantities are stated, the City of Fort Lupton reserves the right to increase or decrease quantity as best fits its needs.

G. Whenever requested, samples or descriptive matter shall be filed prior to the opening of bids.

H. Any item supplied to the City of Fort Lupton shall be new and of the manufacturer's current model unless otherwise specified.

I. In accordance with purchasing procedures of the City of Fort Lupton, the Council will give preference to residents of the City of Fort Lupton in all cases where said bids are

competitive in price and quality. It is also understood that the Council of the City of Fort Lupton will give preference to suppliers from the State of Colorado, in accordance with Section 30-11-110, CRS, when it is accepting bids for the purchase of any books, stationery, records, printing, lithographing or other supplies for any officer of the City.

J. All discounts shall be figured from the date of delivery and acceptance of the articles, or in the case of an incorrect invoice, from the date of receipt of corrected invoice, if this be subsequent to delivery and acceptance.

K. Substitutions or modifications to any of the terms, conditions, or specifications of this bid package which are made by the City of Fort Lupton, after the bids have been distributed to prospective bidders, and prior to the date and time of bid opening, will be made in writing and signed by Finance Director. No employee of the City of Fort Lupton is authorized in any way to modify any of the terms, conditions, or specifications of this bid without written approval of said Finance Director. This is not to imply that bids will not be accepted or considered with specifications which are different from those herein. Any item which does not meet all the terms, conditions, or specifications of this bid, must be clearly indicated on a separate sheet of paper, attached to the bid specification and proposal sheets and returned with the bid.

L. The successful bidder shall indemnify and hold harmless the City of Fort Lupton, against all claims for royalties, for patents or suit for infringement thereon, which may be involved in the manufacture or use of the material to be furnished.

M. All goods shall remain the property of the seller until delivered to and accepted by the City of Fort Lupton.

N. Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Finance Director for the premature opening of a bid not properly addressed and identified.

O. In submitting the bid, the bidder agrees that the acceptance of any and all bids by the Council of the City of Fort Lupton within a reasonable time or period constitutes a contract. The Fort Lupton City Council, reserves the right to reject any and all bids, to waive any informalities in bids, and to accept the bid that, in the opinion of the Council, is to the best interests of the Council and of the City of Fort Lupton.

P. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Finance Director. It is understood that it is necessary for all invoices to be made out to the City of Fort Lupton, not to the Department securing the merchandise. All invoices should be sent to: Fort Lupton Finance Department, 130 South McKinley Avenue, Fort Lupton, CO 80621.

Q. These instructions, the proposal forms, and specifications have been developed with the hope of raising the standard of purchasing negotiations to a level wherein all transactions will be mutually satisfactory. Your cooperation is invited.

IV. DEFINITIONS

A. "Standard": When the word "standard" is used in the specification to describe an item of

equipment or in assembly, it shall be construed to mean that item or assembly so described shall be the latest regular product of the manufacturer thereof, identified by a model or other designation, without the modification or omission of any of its usual parts or the substitution of others therefore, except as hereafter specified, details, capacities and ratings, conforming in every respect to the said manufacturer's catalog or other printed matter describing the item or assembly. Standard subassemblies, accessories, fittings, and finishes shall be construed to be those which are regularly furnished as part of the principle unit or assembly and included in the selling price thereof.

B. "Reputable Manufacturer": A manufacturer who has been engaged in the business of fabricating the equipment specified for a reasonable period of time prior to the date set for opening of bids and who can demonstrate to the satisfaction of the City of Fort Lupton that said manufacturer has successfully installed equipment of the type proposed to be furnished in at least three (3) instances and the performance of such equipment has been satisfactory. Manufacturers having been engaged in the business of manufacturing said equipment for a period of one (1) year prior to the date affixed for opening bids shall, prima facie, be deemed to have been engaged in such business a reasonable length of time.

C. "Or Equal": The specific equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturer's equipment of comparable quality, design, and efficiency.

V. GENERAL SPECIFICATIONS, CONDITIONS AND INFORMATION

A. Design: Any equipment to be purchased shall be the manufacturer's latest model of production. Said equipment shall be of superior quality and suitable to the use for which it is intended. The technical design shall be in line with the best practice in the industry and the materials and workmanship entering into the construction shall be of the kinds and qualities which will ensure long life, dependability, and low cost of maintaining and repairing.

B. Pre-delivery Service: Office equipment is to be delivered, as directed, unpacked, assembled, cleaned and adjusted for immediate use at a location designated by the Finance Director of the City of Fort Lupton. Motor vehicles and other items of equipment shall be ready for immediate use at the time of delivery to a designated location. The equipment shall be clean and all instruments properly adjusted. The inflation of tires must be checked, lubrication completed, the crank case checked for proper oil level, and any other servicing normally provided by dealers shall be performed. Operating and maintenance manuals shall be provided at the time of delivery. Parts and price lists shall be included when special equipment is purchased or when requested by the City of Fort Lupton.

C. Acknowledgment and Delivery Schedule of Initial Order: Time is of the essence. Delivery date will be noted on page 6 of the bid packet. The successful bidder shall acknowledge the receipt of the order and certify delivery as scheduled.

D. Warranty: The successful bidder shall warrant that:

1. The goods to be supplied pursuant to this bid are fit and sufficient for the purpose intended;

2. The goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship; and

3. The goods sold to the City of Fort Lupton pursuant to this bid conform to the minimum City specifications as established herein.

The successful bidder shall further warrant that he has title to the goods supplied and that the goods are free and clear of all liens, encumbrances, and security interests. All warranties made by the successful bidder, together with service warranties' and guarantees shall run to the City of Fort Lupton and its successors and assigns.

E. Service Calls in the First One Year Period: The successful bidder shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by the City of Fort Lupton, pursuant to this bid for as many service calls as are necessary for the first one (1) year period after said goods are first supplied to the City of Fort Lupton.

F. The bidder acknowledges that all contracts are subject to approval by the Fort Lupton City Council. Bidder should not incur any costs prior to receipt of a signed contract approved by the City of Fort Lupton and a fully executed Notice to Proceed. Any costs incurred by bidder prior to receipt of an approved contract and fully executed Notice to Proceed are the sole responsibility of the applicable bidder. Any costs incurred by a bidder in preparation of its bid are the sole responsibility of the applicable bidder.

G. General Information: Bidder shall submit with their bids the following information pertaining to the equipment upon which the bids are submitted:

1. Detailed equipment specifications to include the warranty.

2. Descriptive literature.

****
REQUEST NO.
FTL2023-07
****

CITY OF
Fort Lupton
EST 1836
COME PAINT YOUR FUTURE WITH US

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

Dear Ms. Perino:

The undersigned having become familiar with the specifications for ***Golf Course Utility Cart*** and deliver to the City of Fort Lupton as set forth in the following schedule:

GRAND TOTAL $ SEE PROPOSAL

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

FIRM E-Z-GO Division of Textron Inc. a Delaware Corporation BY Maryellen A Williams Maryellen Williams

BUSINESS ADDRESS 1451 Marvin Griffin Rd. TITLE Contracts Administrator

CITY, STATE, ZIP CODE Augusta, GA 30906 DATE 2/6/2023

TELEPHONE NO. 401-457-2327 FAX NO. 401-457-3203 TAXPAYER I.D.# 05-0315468

DOES YOUR BID MEET OUR SPECIFICATIONS? YES___ NO X (Engine Type: 13.5 HP)

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

CITY OF

Fort Lupton

EST 1836

COME PAINT YOUR FUTURE WITH US

****
REQUEST NO.
FTL2023-07
****

CITY OF FORT LUPTON

CERTIFICATION STATEMENT REGARDING ILLEGAL ALIENS

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

1. The Vendor shall comply with provisions of CRS 8-17.5-101 et seq.

2. The Vendor shall not knowingly employ or contract with an illegal alien to perform work under this purchase order or enter into a contact with a subcontractor that knowingly employs or contracts with an illegal alien.

3. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-(2)(b)(I).

4. The Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate the above referenced purchase order for breach and the Vendor shall be liable for actual and consequential damages to the City.

CERTIFIED and AGREED to this 6th day of February, ~~200~~ 2023 mw

VENDOR:

E-Z-GO Division of Textron Inc.
(Full Legal Name) a Delaware Corporation

BY: Maryellen Williams
Signature of Authorized Representative(s)
Maryellen Williams, Contracts Administrator

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

CITY OF
Fort Lupton
EST 1836
COME PAINT YOUR FUTURE WITH US

Specifications

Coyote Creek Golf Course is looking to purchase one gasoline golf course utility cart.

Minimum Specifications

Engine type: 402cc and 14.25 hp
Fuel System: Electronic fuel injection
Cargo Bed Max Load: 800 lbs
Max forward speed: 19.5 mph
Accessories: Headlights
Roof with foldable windshield

The Best Will Always Have Our Name On It.

PREPARED FOR:

City of Fort Lupton

E-Z-GO | CUSHMAN

Partner with the Industry Leader.

ELiTE LITHIUM | EX1 | ADVANCED INTELLIBRAKE™ TECHNOLOGY

February 9, 2023

Leann Perino
City of Fort Lupton

Dear Leann,

E-Z-GO® is honored to prepare this exclusive proposal for Coyote Creek Golf Course and its members. Since 1954, E-Z-GO has been at the forefront of innovation, reliability and service for the last 70 years. We are committed to providing our customers with vehicle solutions that exceed expectations and perform to the demands of your facilities.

E-Z-GO and Cushman® vehicles are manufactured with purpose in mind. We have taken the golf car industry by storm with technologies such as the Samsung Powered ELiTE Lithium batteries, a first-of-its-kind EX1 gas engine, and our Textron Fleet Management systems. These technologies, paired with our reliable fleet and utility vehicle options, provide an experience refined to elevate and improve any course to a premium caliber.

The E-Z-GO and Cushman advantage goes far beyond our products. You'll gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

Through highly reputable regional sponsorships, professional golfers and industry partners, we are dedicated to advancing the game of golf and the industry that fuels it.

Our constant pursuit for innovation, performance and customer service elevated our name to the premium provider in the industry. We're committed to the game and will never stop looking for what's next. Never settling has put our products on the most prestigious courses and facilities in the world so if you're looking for the best, E-Z-GO and Cushman have you covered.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at Coyote Creek Golf Course.

With sincere appreciation,

Steve Kurilich
skurilich@textron.com

E-Z-GO® | CUSHMAN®

Limited Warranty Terms and Conditions – TSV Commercial / Turf Vehicles

The Textron Specialized Vehicles (TSV) Division of Textron Inc. ("Company") provides that any new Model Year 2021 Commercial / Turf vehicle (the "Vehicle") and/or battery charger purchased from Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Vehicle	Warranty Period
Cushman Commercial/Turf Vehicles (Refresher, Shuttle, Hauler, Truckster LS, LX, MS, MX, MS-E, MX-E): - Frame - workmanship - All other parts and components unless otherwise noted	Lifetime 2 years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener retightening	90 days
Lead Acid Deep Cycle Batteries	Earlier of 2 years or 23,000 amp hours*
** Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.*	

The Warranty Period for all parts and components of the Vehicle other than Lead Acid Deep Cycle Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage.
The Warranty Period for Lead Acid Deep Cycle Batteries shall commence on the earliest of the date:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is one (1) year from the date of sale or lease of the Vehicle by the Company to an authorized company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to proper tire inflation, lack of charging, inadequate Lead Acid battery watering, use of contaminated water, loose battery hold downs, corroded battery cables and loose battery terminals;
- lacks an adequate number of operating battery chargers, uses unapproved battery chargers for the vehicle or uses extension cords with battery chargers;
- gasoline powered Vehicles fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline or Vehicle without installation of a heavy duty 12V battery;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on an electric powered Vehicle without installation of an adequately sized DC to DC converter to draw energy from the entire battery pack;
- adjustments are made to the injection pump fuel delivery system or CVT system; or
- is equipped with non-standard tires not approved by the Company.

USE OF NON-APPROVED COMPANY PARTS AND ACCESSORIES: THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL

ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY COMPANY, OR WHICH WERE NOT INSTALLED BY COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. If Company elects to repair or replace a defective part, Company may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LEAD ACID DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery warranty replacement require specific testing, as specified by the Customer Care / Warranty Department. Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
  - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
  - battery chargers must each have an independent dedicated 15 amp circuit;
  - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
  - five (5) air exchanges per hour in the charging facility; and
  - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

OTHER COMPANY RIGHTS:

- Company may improve, modify or change the design of any TSV vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by Company representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company beyond the terms of this Limited Warranty without the express written approval of the Customer Care / Warranty Department.

EMISSIONS CONTROL WARRANTY: The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided with the Vehicle.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO TXTSV.COM, OR WRITE TO TSV DIVISION OF TEXTRON INC., ATTENTION: TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 46529G21

HAULER 1200 GAS

STANDARD FEATURES

13.5-HP EFI GAS ENGINE	1,200-LB VEHICLE LOAD CAPACITY	800-LB BED LOAD CAPACITY
12-CU-FT CARGO BED	FUNCTIONAL DASHBOARD WITH STORAGE	1,500-LB TOWING CAPACITY

ACCESSORIES

Body Color Forest Green	1
Side Decals Matte Black (no decal)	1
Contoured Seat Grey	1
K500 18 x 8.5-8, 6 Ply Rated, Black Wheel	1
Two Wheel Mechanical Brakes	1
Brush Guard	1
Comfort Grip Steering Wheel	1
Halogen Headlights	1
Fuel/Oil Gauge	1
Hour Meter (Gas Models)	1
Plastic Bed Box (Manual Lift): 39" x 44" x 12" - 12 cu ft	1
2 in (5 cm) Receiver (Rear)	1
Sun Canopy Top, Plastic, Black	1
Windshield, Fold Down	1
Freight	1

Cash Purchase

✓	YEAR	MODEL	PAYMENT TERM	QTY	UNIT PRICE	UNIT TOTAL
	2024	Hauler 1200 Gas	Net 30	1	$11,548.00	**$11,548.00**
					TOTAL UNIT AMOUNT	**$11,548.00**

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
1		TBD - please see Special Consideration section	TBD

SPECIAL CONSIDERATIONS

Delivery date subject to timely acceptance of proposal. As of January 2023 we have gas utility capacity to build in October 2023. Prior to issuing PO the city should check production capacity with E-Z-GO / Cushman to verify expected delivery date and confirm desire to move forward with utility vehicle order.

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. To receive an early roll, **City of Fort Lupton** must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing. E-Z-GO and the existing lease must be current and in good standing

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation,or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

Coyote Creek Golf Course	E-Z-GO
Accepted by:_______________	Accepted by: _______________
Title:_______________	Title: _______________
Date:	Date:

HAULER® 1200 SERIES

RELENTLESS POWER TO OVERCOME THE TOUGHEST TASKS.

The Hauler 1200 Series is equipped to handle any job on your course. A large bed providing essential functionality can easily be converted for any task. Featuring integrated tie-downs, a 12 cubic-foot cargo bed and higher ground clearance with the Hauler 1200X, transporting tools and supplies has never been easier. Your work is unforgiving, expect nothing less than the best with the Hauler 1200 Series.

13.5 HP
EFI GAS

12 CU FT
CARGO BED

1500LB / 1200LB
TOWING CAPACITY

1200LB / 900LB
LOAD CAPACITY

HAULER 1200

HAULER 1200X

OPTIONS & ACCESSORIES

- Limited Slip Differential
- 4-Wheel Mechanical Brakes
- Locking Glove Box
- Bed Dividers
- Floor Mount Attachment
- Windshield
- Canopy
- Electric Bed Lift
- 15 cu-ft Aluminum Bed with L-Track System
- Long-Handled Tool Holders
- Radio Holder
- Cargo Mesh Netting
- LED Headlights - High/Low Beam
- LED Taillights/Brake Lights
- Ladder/Hoop Rack (Aluminum Bed Only)
- Rearview Mirror
- USB Port
- Unique Key Switch
- Side Body Color
- Weather Enclosure
- ROPS-Certified Cab
- Ball Cage
- Hubcaps
- Standard Rear Receiver Hitch
- Fuel/Oil Gauge
- Drop-In Refresher (Plastic Bed Only)

HAULER® 1200 / SERIES

	HAULER 1200	HAULER 1200X
BODY & CHASSIS		
FRAME	Welded Steel with E-Coat & DuraShield™ Powder Coat	
BODY & FINISH	Injection Molded TPO	
STANDARD COLOR	Forest Green	
DIMENSIONS		
OVERALL LENGTH	119 in (302 cm)	
OVERALL WIDTH	49.4 in (125.5 cm)	
OVERALL HEIGHT W/CANOPY	70.5 in (179.1 cm)	77 in (195.6 cm)
WHEEL BASE	76.8 in (195.1 cm)	77.5 in (196.9 cm)
FRONT WHEEL TRACK	35 in (88.9 cm)	38.0 in (96.5 cm)
REAR WHEEL TRACK	38.5 in (97.8 cm)	
GROUND CLEARANCE	3.5 in (8.9 cm)	7 in (17.8 cm)
CARGO BOX CAPACITY	12 cu ft (0.34m3)	
CARGO BOX DIMENSIONS	39 in (L) x 44 in (W) x 12 in (D) (99 cm x 111.8 cm x 30.5 cm)	
CARGO BOX MATERIAL	Roto-Molded Polyethylene	
POWER		
POWER TRAIN	4-Cycle, 24.5 ci (401cc)	
VALVE TRAIN	Single Cylinder OHV	
HORSEPOWER (KW)	13.5 hp (10.1 kW)	
ELECTRICAL SYSTEM	Starter/Generator. Solid State Reg.	
BATTERY (QTY/TYPE)	One, 12V Maintenance Free	
KEY OR PEDAL START	Pedal	
AIR CLEANER	Replaceable Industrial Rated Dry Cartridge	
LUBRICATION	Pressurized Oil System	
OIL FILTER	Spin-On	
COOLING SYSTEM	Air Cooled	
FUEL CAPACITY	6.65 Gallon (25 L) tank	
DRIVE TRAIN	Continuously Variable Transmission	
TRANSAXLE	Differential w/ Helical Gears	
GEAR SELECTION	Forward - Reverse	
REAR AXLE RATIO	11.47:1 (Forward) 14.35:1 (Reverse)	
PERFORMANCE		
SEATING CAPACITY	2-Person	
CURB WEIGHT	980 lb (445 kg)	1003 lb (455 kg)
BED LOAD CAPACITY	800 lb (363 kg)	500 lb (227 kg)
VEHICLE LOAD CAPACITY	1200 lb (545 kg)	900 lb (408 kg)
SPEED	14.5 mph ± 0.5 mph (23.3 kph ± 0.8 kph)	16.5 mph ± 0.5 mph (26.6 kph ± 0.8 kph)
TOWING CAPACITY	1500 lb (680 kg) max	1200 lb (544 kg) max
OUTSIDE CLEARANCE CIRCLE	21.5 ft (6.6 m)	23.5 ft (7.2 m)
STEERING & SUSPENSION		
STEERING	Self-Compensating Rack & Pinion	
SUSPENSION	Leaf Springs w/ Hydraulic Shock Absorbers	
SERVICE BRAKE	Dual Rear Wheel Mechanical, Self-Adjusting Drum	
PARKING BRAKE	Self-Compensating, Single-Point Engagement	
TIRES (FRONT & REAR)	18 x 8.5 - 8 (6 - Ply Tires)	20 x 8-10 (6 - Ply Tires)

CUSHMAN.COM

70039-G1 (Rev. 06/2022)

CUSHMAN®

City Council Meeting
Date: February 21, 2023
Staff: Doug Cook,
Recreation Manager

AM 2023-039
Public Hearing☐

SUBJECT FOR DISCUSSION

Accepting a Proposal from Gerardo Concrete for the Construction of the Community Center Park Trails, for an Amount Not to Exceed $222,880.00 to be Paid from the Parks Department Capital Projects Account and Approving the Construction Agreement.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Recreation Department would like to start the project of the Community Center Park Trails (expected start date April 10, 2023). The construction/concrete work would be completed by Gerardo Concrete for an amount not to exceed $222,880.00.

Staff opened a request for bids for this project which closed on February 6, 2023. 8 bids were submitted. Gerardo Concrete was the low bid. The bid was for 3,460 liner feet of 8 foot wide 4" concrete walking / biking trail around Community Center Park. Concrete will be replacing existing soft surface trail. The work will include clearing, grading, installation of 5" base and concrete, backfill and replacement of sod grass (if needed). The trail will have 3 rest areas along the trail (5' x 12') with benches and trash receptacles (installed by city staff).

Work shall include furnishing all labor, equipment, materials, tools, supervision, and any other items necessary or convenient to satisfactorily complete the work. Warranty period for concrete is 2 years. All work shall be completed in accordance with City of Fort Lupton Standards and Specification manual.

FINANCIAL CONSIDERATIONS

The Community Center Park Trails project was budgeted in the General Fund Parks Department Capital Projects account for the amount of $250,000 and in the Conservation Trust Fund for $100,000. The construction/concrete work would be completed by Gerardo Concrete for an amount not to exceed $222,880.00.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

Request for bid closed on February 6, 2023, staff could look at other contractors with higher bids. 8 bids were submitted.

STAFF RECOMMENDATIONS

Staff recommends to approve the construction of the Community Center Park trails for an amount not exceed $222,880.00 by Gerardo Concrete

Attachments:
a. Community Center Park Trails Construction Agreement
b. Notice of Award
c. Community Center Park Trails Map

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

d. Exhibit A (Request of Bid, Scope of Work)
e. Exhibit B (Gerardo Concrete Bid)
f. Exhibit C (Warranty)

Community Center Park
Trails Project

Construction Agreement

This Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter “City”) and **Gerardo Concrete** (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 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 work. Contractor shall provide and perform all necessary labor in a first class and workmanlike 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, construct and complete all things mentioned to be done by the Contractor and all work included in the scope of work and bid specifications set forth and incorporated herein as **Exhibit A**. Contractor shall provide all insurance and or bonds as required by Exhibit A prior to commencement of work. 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 bid specifications attached hereto as Exhibit A and the Contractor’s Bid proposal set forth as **Exhibit B**. In the event of any conflict between any of these documents, this document and Exhibit A shall control.

3. **TIME OF COMPLETION.** The Contractor agrees to commence work upon execution of this Agreement and to complete all work by no later than **June 1, 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 **$222,880.00**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon 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.** All warranties for work performed by the Contractor, repairs to be made or service calls required to be attended to by Contractor shall be as set forth and required by Exhibit A and or by Colorado law. 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 (**Exhibit C attached hereto and incorporated herein)** will be tendered by the City. The warranty period shall only commence upon execution and tendering of Exhibit C to the Contractor by the City and said warranty shall continue for two years from tendering of Exhibit C.

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. Consultant's services will be performed solely for the benefit of City and not for the benefit of any other persons or entities. Neither City nor Consultant shall assign or transfer interest in this Agreement without the written consent of the other.

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

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 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 Consultant or its Consultants pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

15. **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 ____________, 2023.

CITY OF FORT LUPTON, COLORADO

____

BY:___________________________

TITLE:____________________

CONTRACTOR:

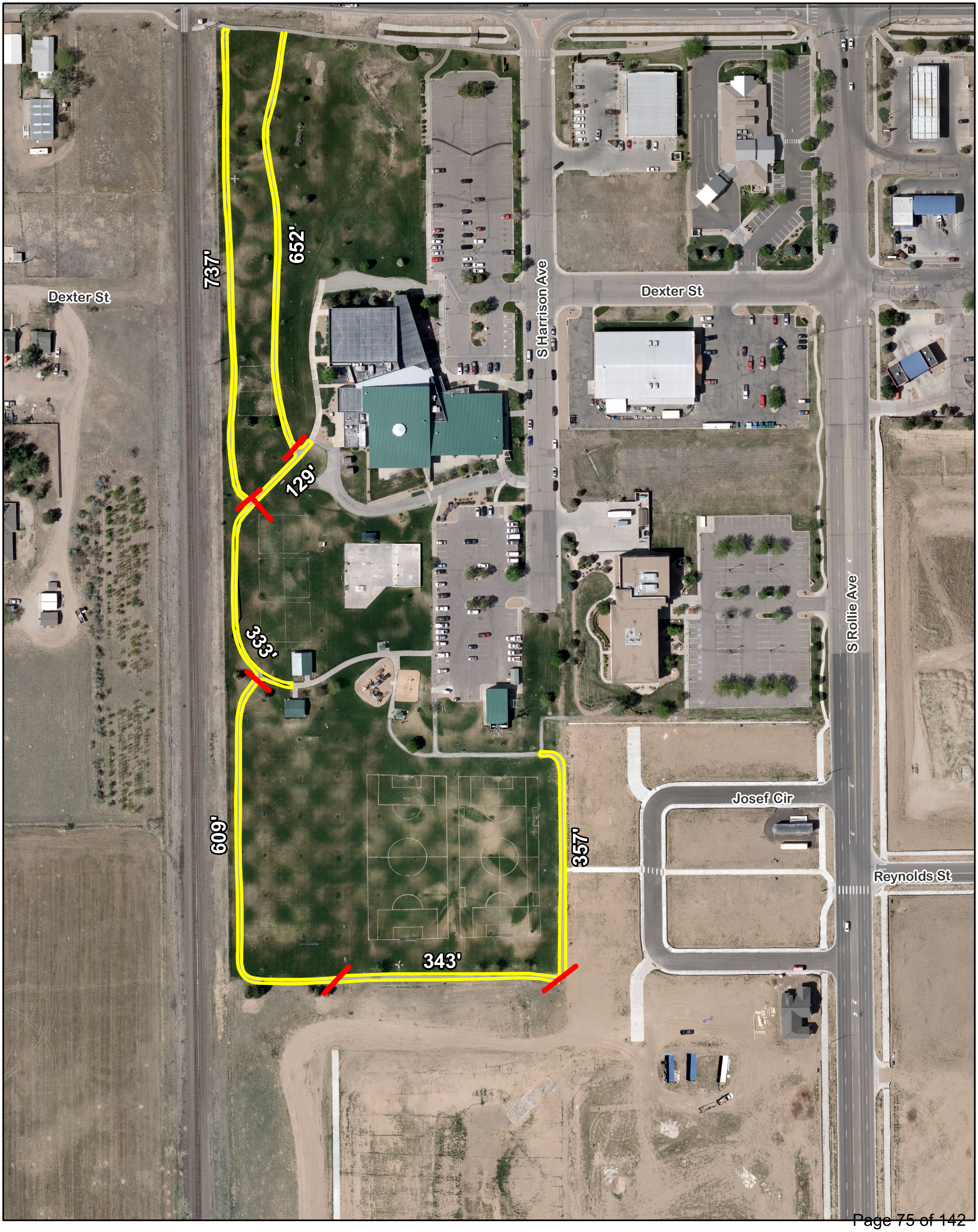
____

BY:___________________________

TITLE:____________________

Community Center Park Trail Paving - Option #2

Trail Paving Project



****
REQUEST NO.
FTL2022-002
****

CITY COUNCIL OF FORT LUPTON, STATE OF COLORADO,
BY AND THROUGH ITS FINANCE DIRECTOR

DATE: January 17, 2023

<u>THIS DOCUMENT CONTAINS GENERAL INFORMATION FOR THE PURCHASING PROCESS OF THE CITY OF FORT LUPTON. NOT ALL ITEMS MAY BE APPLICABLE. ACTUAL BID SPECIFICATIONS WILL BE ATTACHED.</u>

I. NOTICE TO BIDDERS

A. The City of Fort Lupton of the County of Weld, State of Colorado, by and through its Finance Director, wishes to purchase the following:

Community Center Park Trails

B. A pre-bid meeting will be held on **<u>January 24, 2023 at 10:00 A.M.</u>** at the Recreation Center located at 203 South Harrison Ave, Fort Lupton, CO 80621

C. Questions may submitted by email to dcook@fortluptonco.gov by **<u>January 27, 2023 at 5:00 P.M</u>**. Answers will by 5:00 P.M. January 30, 2023.

D. Sealed or faxed bids the above stated merchandise, equipment, and/or services will be received at the office of the City of Fort Lupton Finance Director, 130 South McKinley Avenue, Fort Lupton, Colorado, 80621 until: **<u>Monday, February 6, 2023 @ 2:00 P.M.</u>**

E. City Council will address this acquisition on **<u>February 14, 2023</u>.**

II. INVITATION TO BID

A. The City of Fort Lupton of the County of Weld, State of Colorado, by and through its Finance Director, requests bids for the purchase of the above-listed merchandise, equipment, and/or services.

B. Said product shall be for the benefit of <u>CITY OF FORT LUPTON, 130 S. McKinley Ave., FORT LUPTON, COLORADO 80621.</u>

C. Bids shall include all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, be the total net price, which the bidder will expect the City of Fort Lupton to pay if awarded the bid.

D. All bids must be sealed in envelopes that have the bid number and title of the bid typed or printed in plain sight. One original and two copies of the Bid must be submitted at the time of the bid opening. One complete bid document, which will be the only official copy of the bid, shall be filed at the finance department. After certification of the bid, by finance, the other copies will be sent to the applicable department(s) for review. Bids may be faxed to 303-857-6090 attention finance or emailed to Bids@FortLuptonCO.gov; and the vendor must include the following statement on the facsimile or email, **<u>"I hereby waive my right to a sealed bid".</u>**

III. INSTRUCTIONS TO BIDDERS

A. Bids shall be typewritten or written in ink. Each bid must give the full business address of bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other title without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Finance Director, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished. The person signing the bid shall initial all corrections or erasures. All bidders shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in.

B. Bids may be withdrawn upon written request to the Finance Director received from bidders prior to the time fixed for opening. Negligence on the part of bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

C. Bidders are expected to examine the conditions, specifications, and all instructions contained herein. Failure to do so will be at the bidder's risk.

D. Bidders shall not stipulate in their proposals any conditions not contained in the instructions and specifications herein unless specifically requested by the special instructions attached hereto. Any proposal which fails to comply with the letter of the instructions and specifications herein may be rejected.

E. Late or unsigned bids may not be accepted or considered. It is the responsibility of the bidder to ensure that the bid arrives in the City of Fort Lupton Finance Department on or prior to the time indicated in Section I., entitled "Notice to Bidders."

F. When approximate quantities, are stated the City of Fort Lupton reserves the right to increase or decrease quantity as best fits its needs.

G. Whenever requested, samples or descriptive matter shall be filed prior to the opening of bids.

H. Any item supplied to the City of Fort Lupton shall be new and of the manufacturer's current model unless otherwise specified.

I. All discounts shall be figured from the date of delivery and acceptance of the articles, or in the case of an incorrect invoice, from the date of receipt of corrected invoice, if this is subsequent to delivery and acceptance.

J. Substitutions or modifications to any of the terms, conditions, or specifications of this bid package, which are made by the City of Fort Lupton, after the bids have been distributed to prospective bidders, and prior to the date and time of bid opening, will be made in writing and signed by Finance Director. No employee of the City of Fort Lupton is authorized in any way to modify any of the terms, conditions, or specifications of this bid without written approval of said

Finance Director. This is not to imply that bids will not be accepted or considered with specifications, which are different from those herein. Any item which does not meet all the terms, conditions, or specifications of this bid, must be clearly indicated on a separate sheet of paper, attached to the bid specification and proposal sheets and returned with the bid.

K. The successful bidder shall indemnify and hold harmless the City of Fort Lupton, against all claims for royalties, for patents or suit for infringement thereon, which may be involved in the manufacture or use of the material to be furnished.

L. All goods shall remain the property of the seller until delivered to and accepted by the City of Fort Lupton.

M. Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Finance Director for the premature opening of a bid not properly addressed and identified.

N. In submitting the bid, the bidder agrees that the acceptance of any and all bids by the Council of the City of Fort Lupton within a reasonable time or period constitutes a contract. The Fort Lupton City Council, reserves the right to reject any and all bids, to waive any informalities in bids, and to accept the bid that, in the opinion of the Council, is to the best interests of the Council and of the City of Fort Lupton.

O. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Finance Director. It is understood that it is necessary for all invoices to be made out to the City of Fort Lupton, not to the Department securing the merchandise. All invoices should be sent to: Fort Lupton Finance Department, 130 South McKinley Avenue, Fort Lupton, CO 80621.

P. These instructions, the proposal forms, and specifications have been developed with the hope of raising the standard of purchasing negotiations to a level wherein all transactions will be mutually satisfactory. Your cooperation is invited.

V. DEFINITIONS

A. "Standard": When the word "standard" is used in the specification to describe an item of equipment or in assembly, it shall be construed to mean that item or assembly so described shall be the latest regular product of the manufacturer thereof, identified by a model or other designation, without the modification or omission of any of its usual parts or the substitution of others therefore, except as hereafter specified, details, capacities and ratings, conforming in every respect to the said manufacturer's catalog or other printed matter describing the item or assembly. Standard subassemblies, accessories, fittings, and finishes shall be construed to be those, which are regularly furnished as part of the principle unit or assembly and included, in the selling price thereof.

B. "Reputable Manufacturer": A manufacturer who has been engaged in the business of fabricating the equipment specified for a reasonable period of time prior to the date set for opening of bids and who can demonstrate to the satisfaction of the City of Fort Lupton that said manufacturer has successfully installed equipment of the type proposed to be furnished in at least three (3) instances and the performance of such equipment has been satisfactory. Manufacturers having been engaged in the business of manufacturing said equipment for a period of one (1) year prior to the date affixed for opening bids shall, prima facie, be deemed to have been engaged in such business a reasonable length of time.

C. "Or Equal": The specific equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturer's equipment of comparable quality, design, and efficiency.

V. GENERAL SPECIFICATIONS, CONDITIONS AND INFORMATION

Work on this project includes, but is not limited to, providing all skill; labor, material, and equipment for the construction of approximately 3,460 liner feet of eight foot wide 4" concrete walking trail around Community Center Park (address 203 South Harrison Avenue, Fort Lupton, CO 80621). Concrete will replace existing soft surface trail. The work will include, but is not limited to, clearing, grading, 5" base and concrete sidewalk installation, backfill and sod grassing. The trail will have few rest areas with benches / trashcans installed by the successful contractor.

A. The Contractor, in consideration of the sums to be paid and other covenants herein contained, agrees to perform and complete the work described and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor and perform all work in accordance with the current edition of the City of Fort Lupton *Standard Construction Specifications*, the Construction Drawings, and these Special Provisions.

B. Design: Any equipment to be purchased shall be the manufacturer's latest model of production. Said equipment shall be of superior quality and suitable to the use for which it is intended. The technical design shall be in line with the best practice in the industry and the materials and workmanship entering into the construction shall be of the kinds and qualities which will ensure long life, dependability, and low cost of maintaining and repairing.

C. Warranty: The successful bidder shall warrant that:

1. The goods to be supplied pursuant to this bid are fit and sufficient for the purpose intended;

2. The goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship; and

3. The goods sold to the City of Fort Lupton pursuant to this bid conform to the minimum City specifications as established herein.

The successful bidder shall further warrant that he has title to the goods supplied and that the goods are free and clear of all liens, encumbrances, and security interests. All warranties made by the successful bidder, together with service warranties' and guarantees shall run to the City of Fort Lupton and its successors and assigns.

D. Service Calls in the First One Year Period: The successful bidder shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by the City of Fort Lupton, pursuant to this bid for as many service calls as are necessary for the first one (1) year period after said goods are first supplied to the City of Fort Lupton.

E. The bidder acknowledges that all contracts are subject to approval by the Fort Lupton City Council. Bidder should not incur any costs prior to receipt of a signed contract approved by the City of Fort Lupton and a fully executed Notice to Proceed. Any costs incurred by bidder prior to receipt of an approved contract and fully executed Notice to Proceed are the sole responsibility of the applicable bidder. Any costs incurred by a bidder in preparation of its bid are the sole responsibility of the applicable bidder.

F. General Information: Bidder shall submit with their bids the following information pertaining to the equipment upon which the bids are submitted:

1. Detailed equipment specifications to include the warranty.

2. Descriptive literature.

****
REQUEST NO.
FTL2022-002
****

Mr. Doug Cook
Recreation Manager
203 South Harrison Avenue
Fort Lupton, Colorado 80621

Dear Mr. Cook:

The undersigned having become familiar with the specifications for ***the Community Center Park Trails*** and deliver to the City of Fort Lupton as set forth in the following schedule:

Cost $___________________________

Other $________________________________

GRAND TOTAL $________________________________

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

FIRM____ BY____________________________________

BUSINESS ADDRESS____________________________ TITLE______________________________

CITY, STATE, ZIP CODE_____________________________________ DATE___________________

TELEPHONE NO.___________________FAX NO. ____________TAXPAYER I.D.#_______________

DOES YOUR BID MEET OUR SPECIFICATIONS? YES____ NO____

CITY OF FORT LUPTON IS EXEMPT FROM COLORADO SALES TAXES. CERTIFICATE OF EXEMPTION NO.98-02812-0000. CITY OF FORT LUPTON FAX NUMBER IS #303-857-609

INVITATION TO BID

Addendum: Community Center Park Trails (contactor questions)

Is the contractor responsible for testing and surveying?

Contractor is responsible for any testing and surveying, 1 cylinder test per 100 cubic yards. Please refer to City of Fort Lupton Standards and Specifications manual.

https://co-fortlupton2.civicplus.com/533/Standards-and-Specifications-Manual

The City will survey the south end of the park where there is no current trails.

For the 5" of base course is class 6 base acceptable? If so, does the City prefer aggregate Class 6 or Recycled Class 6?

Class 6 base (aggregate or recycled) or recycled base is acceptable

Is the City looking for CDOT Class B/D 4,500psi concrete?

Class B 4,500 psi (no fiber)

Is the City looking for the Contractor to use concrete pumps to reduce the disturbed landscape from Concrete Trucks?

It would be preferred to reduce disturbing the landscape as much as possible.

Are Bonds required for this project?

100% performance bond and the 100% payment bond.

What is the Warranty period for this Project?

Warranty is for 2 years.

Is this project Tax Exempt?

Yes, the City of Fort Lupton Tax identification number will be provided.

The Request calls for "sealed or faxed bids", or emailed to Bids@FortLuptonCO.gov. to be received at the City of Fort Lupton. Can bids be submitted via RockyMountain BidNet as well?

All bids must be sealed in envelopes that have the bid number and title of the bid typed or printed in plain sight. One original and two copies of the Bid must be submitted at the time of the bid opening. One complete bid document, which will be the only official copy of the bid, shall be filed at the finance department. After certification of the bid, by finance, the other copies will be sent to the applicable department(s) for review. Bids may be faxed to 303-857-6090 attention finance or emailed to Bids@FortLuptonCO.gov; and the vendor must include the following statement on the facsimile or email, **"I hereby waive my right to a sealed bid".**

Is Class 6 roadbase an acceptable subgrade material?

Class 6 base (aggregate or recycled) or recycled base is acceptable

Will on-site water be available to the contractor during the construction period?

City hydrants can be used, contractor will need to submit a permit/fee for use.

What is the minimum concrete strength / mix design required?

Class B 4,500 psi (no fiber)

Will subgrade compaction testing be required? If so, who should provide the testing?

Yes, contractor is responsible to testing. Please refer to City of Fort Lupton Standards and Specifications manual.

https://co-fortlupton2.civicplus.com/533/Standards-and-Specifications-Manual

Will concrete testing be required? If so, who should provide the testing?

Yes, contractor is responsible to testing. Please refer to City of Fort Lupton Standards and Specifications manual.

https://co-fortlupton2.civicplus.com/533/Standards-and-Specifications-Manual

****
REQUEST NO.
FTL2022-002
****

Does the City have a specification and quantity of site furnishings required, ie benches, trash receptacles, etc? If so, please provide.

Along with the trails, contractor is asked to bid (3) three areas that are 5’ x 12’ concrete areas for benches and trash along trail path (furnishing will be added at a later date by City of Fort Lupton Parks department). Contractor will be given locations, however contractor will not be responsible for installing furnishings.

Is there a dedicated staging area provided by the City?

The contractor will be able to use open space area to the south of the Community Center Park.

Will a Stormwater Permit be required?

No

Will the entire project limits be required to have construction fencing installed during the construction duration?

Contractor is responsible to close off area. It is preferred to close off sections rather than entire path. Fencing will be required near some park amenities; for example near park pavilions. Contractor is responsible for protecting wet concrete. Please refer to City of Fort Lupton Standards and Specifications manual.

https://co-fortlupton2.civicplus.com/533/Standards-and-Specifications-Manual

Are bid bonds, performance/material bonds required?

100% performance bond and the 100% payment bond.

What is the target deadline date for total completion?

Start Date: May 1, 2023

Deadline target date: June 1, 2023

Will irrigation modifications be required? If so, at whose expense?

If irrigation modification are required, the City of Fort Lupton Parks Department will be responsible for the expense.

Does the City desire any underground courtesy sleeving to occur? If so, how many and what size?

Yes, the City of Fort Lupton Parks Department will provide courtesy sleeves and location to contractor.

Will traffic control be necessary?

Contractor is responsible to close off area. It is preferred to close off sections rather than entire path. Fencing will be required near some park amenities; for example near park pavilions. Contractor is responsible for protecting wet concrete. Please refer to City of Fort Lupton Standards and Specifications manual.

https://co-fortlupton2.civicplus.com/533/Standards-and-Specifications-Manual

NEED TO KNOW IF WE HAVE TO MAKE NEW CONCRETE PADS FOR BENCHES BEFORE BID.

Along with the trails, contractor is asked to bid (3) three areas that are 5' x 12' concrete areas for benches and trash along trail path (furnishing will be added at a later date by City of Fort Lupton Parks department). Contractor will be given locations, however contractor will not be responsible for installing furnishings.

WILL BE HARD TO MATCH EXISTING GROUND FOR CONCRETE, NEED TO BE SURVEYED TO BE CORRECT.

Following the current trail system will be sufficient. The City will survey the south end of the park where there is no current trails.

WHAT IS THE ADDRESS TO TAKE CRUSHER FINES TOO?

Highway 85 and Highway 52, on the northwest side

****

REQUEST NO.
FTL2022-002

****

CAN WE USE RECYCLED CONCRETE BASE?

Class 6 base (aggregate or recycled) or recycled base is acceptable

CONCRETE MIX DESIGN NEEDS TO BE CLASS B/D 4500 PSI, THAT WAY CONTRACTORS ARE ALL PROVIDING SAME MIX.

Class B 4,500 psi (no fiber)

DO YOU HAVE CONTROL POINTS FOR SURVEY

Contractor is responsible for any testing and surveying,

The City will survey the south end of the park where there is no current trails.

Project needs to be done by mid summer correct?

Start Date: May 1, 2023

Deadline target date: June 1, 2023

NEED CONFORMATION WHERE WE CAN GET WATER FOR COMPACTION.

City hydrants can be used, contractor will need to submit a permit/fee for use.

IS PROJECT GOING TO BE TAX EXEMPT?

Yes, the City of Fort Lupton Tax identification number will be provided.

****
REQUEST NO.
FTL2022-002
****

1) Does Fort Lupton have a concrete mix design?
   a) 4500 psi?
   b) with fiber?

Class B 4,500 psi (no fiber)

2) Is Irrigation or electric sleeving required?
   a) If so, will you provide plastic pipe?

Yes, the City of Fort Lupton Parks Department will provide courtesy sleeves and location to contractor.

3) Project calls for benches/trash receptacles moved/reset:
   a) Are these benches/trash receptacles to be set on caissons?
   b) Or will they be flush-mount?
   c) If flush-mount, shall we assume extra concrete pad should be added?
   d) If pad is to be added, size?
   e) Bench quantity?
   f) Trash receptacle quantity

Along with the trails, contractor is asked to bid (3) three areas that are 5' x 12' concrete areas for benches and trash (flush mount) along trail path (furnishing will be added at a later date by City of Fort Lupton Parks department). Contractor will be given locations, however contractor will not be responsible for installing furnishings.

4) Is Fort Lupton providing survey?

Contractor is responsible for any testing and surveying,

The City will survey the south end of the park where there is no current trails.

5) Are any permits required?

Contractor is responsible for any testing, surveying, permits other is listed below.
https://co-fortlupton2.civicplus.com/533/Standards-and-Specifications-Manual

The City will survey the south end of the park where there is no current trails.

The City will submit permits for construction of trails.

6) Is Fort Lupton providing testing and inspection?

Contractor is responsible for any testing and inspection, 1 cylinder test per 100 cubic yards. Please refer to City of Fort Lupton Standards and Specifications manual.

https://co-fortlupton2.civicplus.com/533/Standards-and-Specifications-Manual

7) Are excavated crusher fines are to be hauled to Water Treatment facility?
a) If so, will it be necessary to coordinate dumping there?

Yes, crusher fines can be hauled to Water Treatment facility. The City will help coordinate dumping crusher fines at the location.

8) What is the expected warranty period for concrete?

Warranty is for 2 years.

9) Do you plan to plow this path or use de-icer products?

The trails will be plowed with small machinery or side by sides. De-icer is not used for these areas.

10) Will it be the contractor's responsibility to close off the area?

Contractor is responsible to close off area. It is preferred to close off sections rather than entire path. Fencing will be required near some park amenities; for example near park pavilions. Contractor is responsible for protecting wet concrete. Please refer to City of Fort Lupton Standards and Specifications manual.

https://co-fortlupton2.civicplus.com/533/Standards-and-Specifications-Manual

11) Can the contractor close the entire path? Or does it need to be performed in sections?

Contractor is responsible to close off area. It is preferred to close off sections rather than entire path.

12) Is there water available to the contractor on-site?

City hydrants can be used, contractor will need to submit a permit/fee for use.

13) Can the contractor utilize recycled concrete aggregate for the sub-base?

Class 6 base (aggregate or recycled) or recycled base is acceptable

14) Do you have a spec for the backfill/topsoil?

Backfill areas with amended top soil and/or sod where necessary. Any and all damage to grass area will need to be repaired.

15) Will Fort Lupton be responsible for watering the new sod?
Yes, the City of Fort Lupton Parks Department will be responsible for watering new sod.

16) What are the projected start and completion dates?

Start Date: May 1, 2023

Deadline target date: June 1, 2023

17) Will you mark existing sprinklers and sprinkler line crossings?

Yes, the City of Fort Lupton will mark existing sprinklers and line crossings.

18) Will there be a staging/stockpile area available?

The contractor will be able to use open space area to the south of the Community Center Park.

19) Will this be a tax exempt project?

Yes, the City of Fort Lupton Tax identification number will be provided.

20) Please provide an attendance sheet for the pre-bid meeting.

Metro Pavers, Colorado Paving, Lucero Concrete, Keene Concrete, Jags Enterprises, Goodland Construction, Arrow J, PSI construction.
**Pre-Bid meeting was not mandatory.

"I hereby waive my right to a sealed bid".

Gerardo Concrete

14407 CR 18 ½

Fort Lupton, CO 80621

303.995.6088

Bid: Community Center Park Trails Fort Lupton, CO

3,460 liner ft x 8 ft, 4 in rock base, compaction to 85%, 4500 psi with fiber mesh, 4 inches deep cement, broom finish, saw cut control joints at 8'

3 concrete pads 5' x 12'-4 in rock base, compaction to 85%, 4500 psi with fiber mesh, 4" deep cement, broom finish, saw cut control joints

27,860 sq ft x $8.00

$ 222,880.00

Feel free to contact me with any questions.

Thank you,

Gerardo Gutierrez

Owner

CITY OF Fort Lupton EST 1836

Community Center Park Trails Project

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

Exhibit C

2/21/23

Gerardo Concrete
14407 CR 18 ½
Fort Lupton, CO 80621

RE: Community Center Park Trails
Warranty Repairs/Acceptance

Dear Contractor:

In accordance with the Community Center Park Trails Construction Agreement approved on February 21, 2023, the City did a walk through inspection of the Community Center Park trails. Confirmation of materials testing has been received.

Construction is deemed complete.

The **Two Year Warranty Period** will begin effective TBD, 2023.

Please call me if you have any questions at 720-466-6164.

Sincerely,

Doug Cook
City of Fort Lupton
Recreation Manager

NOTICE OF COMMENCEMENT OF WARRANTY

Contractor has certified to the applicable City officials in writing that the scope of work pursuant to agreement dated **TBD, 2023** has been completed in conformance with the terms and conditions of said Public Improvements Agreement. City officials have confirmed the scope of work set forth in the contract has been completed by Contractor.

The confirmation of completion date is hereby identified as **TBD, 2023**. Accordingly, the commencement of warranty date and 25% bond shall remain in effect during the 2-year warranty period through **TBD, 2025**.

This Notice of Commencement of Warranty is given this TBD day of TBD, 2023.

CITY OF FORT LUPTON, COLORADO

____

Doug Cook, Recreation Manager

SUBJECT FOR DISCUSSION

Accepting a Proposal from Adolfson & Peterson Construction, to Serve as the General Manager/General Contractor for the Recreation Center Addition for an Amount Not to Exceed $671,327.00 Conditioned Upon Acceptance of the Construction Agreement

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Ad Hoc Committee developed a process to select a General Manager/General Contractor for the new Recreation Center. This method was chosen over a final design/hard bid process, in the belief that the community would receive more bang for the buck by hiring the contractor during the design process. This way, the architect and the City would receive the benefit of input from the contractor during the design. Resulting in more accurate cost estimates and better decisions at critical junctures. In addition, the Committee feels that this method should virtually eliminate change orders as the Contractor would take more ownership of the final design and cost estimates.

Request for Qualifications were sent out on December 29, 2023 and the City received 13 responses from some of the best contractors in the business. The Committee reviewed the qualifications of the firms and narrowed the list down to three recreation center experienced firms.

On February 8, 2023, a sub-committee consisting of Judy Ceretto, Amy Adkins, Shannon Rhoda, Claud Hanes, Valerie Blackston, Monty Schuman, Julie Seedorf-Holm and Chris Kastelic from Perkins and Will interviewed the top three firms. Of particular interest was the quality of their project team, cost estimating accuracy, local/regional experience and experience in building quality recreation centers. After the interviews, each committee member was asked to rank their picks- with 5 points awarded for 1st, 3 points for second, and 1 point for 3rd. The Committee quickly narrowed the list down to two which were both companies receiving 24 points. The top two firms were Pinkard and Adolf & Peterson, each of whom have built many recreation centers with the specific features we are looking for (e.g. pool/water, gymnasium, fitness centers, etc.).

While all three firms were viewed as qualified, Adolfson & Peterson and Pinkard really stood out due to the quality of their project team that would work on our Recreation Center, experience with multiple recreation centers with identical recreational components, and local/regional experience in the north front range area.

After a discussion of the merits and fee proposals between the top two candidates, the Committee recommended that the City hire Adolfson & Peterson Construction as the General Manager/General Contractor.

The top three firms and their cost proposals were as follows:

Adolfson & Peterson Construction	$671,327
Pinkard Construction	$1,050,446
Saunders Construction	$607,727

FINANCIAL CONSIDERATIONS
This amount has been included in the $10,000,000.00 which was budgeted for in the construction portion of the budget. The construction budget estimate is $8,344,052,00 with $837,500 set aside for these costs.

LEGAL/POLITICAL CONSIDERATIONS

The Construction Agreement is under review by legal counsel.

ALTERNATIVES/OPTIONS
The City could reconsider the General Manager/General Contractor process and substitute a traditional final design/hard bid process. The Committee opted for the design-build process for the following reasons:

- Input from the contractor during the design that may lead to design efficiencies and economies of scale.
- More accurate cost estimates as contractor can begin to secure quotes from sub-contractors.
- Better decisions at critical junctures due to input from contractor and more accurate cost estimates.
- Few, if any, non-owner approved change orders as the contractor assumes ownership of the final design and cost estimates.

STAFF RECOMMENDATIONS
We recommend hiring Adolfson & Peterson Construction to provide Contract Management/General Contractor Services for the recreation center additions for an amount not to exceed $671,327.00.

Attachments:
a. Adolfson & Peterson Construction estimate for General Conditions, Preconstruction fee, and CM/CG Construction fee
b. Interview questions
c. Adolfson & Peterson Qualifications
d. Notice of Award

Adolfson & Peterson Construction

General Conditions Estimate
Fort Lupton Rec Center Addition
RFP Response

General Conditions - Based on 11 month schedule	$429,366 @ $39,033/ mo
Preconstruction Fee - Lump Sum Based on Anticipated 6 Month Timeline	$12,500 lump sum
CM/GC Construction Fee - Percentage of Cost of Work	$229,461 @ 2.75% based on $8,344,052 construction cost

Item	Description	Quantity	Unit	Total Unit	Total $	Notes / Comments / Clarifications
	00 - Procurement and Contracting Requirements					
	00 72 00 - AIA 201 General Conditions					
001	**Article 1 - General Provisions**					Included
002	**Article 2 - Owner**					See Below
003	Permit, easements, assesments required for construction					By Owner
004	Surveys					By Owner
005	Contract Documents					By Owner
006	**Article 3 - Contractor**					See Below
007	Review existing conditions of the site					Included
008	Supervise and Direct work					See Below
009	Superintendent	11.00	mo	$21,785.41	$239,640	Full Time Supt
010	Project Manager	11.00	mo	$10,442.39	$114,866	Half Time PM
011	Inspect portions of the work to determine subsequent work can proceed					Included
012	*Costs associated with supervision:*					
013	Jobsite office trailer	11.00	mo	$1,100.00	$12,100	
014	Temp electrical power for trailer					By Owner
015	Telephone Lines	11.00	mo	$153.18	$1,685	For GC Staff Only
016	Cell Phones	11.00	mo	$300.00	$3,300	For GC Staff Only
017	Jobsite technology (for supervisory personnel)	11.00	mo	$1,000.00	$11,000	For GC Staff Only
018	Office Equipment	11.00	mo	$500.00	$5,500	
019	Office Supplies	11.00	mo	$300.00	$3,300	
020	Vehicles	11.00	mo	$1,700.00	$18,700	For GC Staff Only
021	Gas/Oil/Tires/Service	11.00	mo	$300.00	$3,300	For GC Staff Only
022	Jobsite Office Expenses (water, coffee, etc)	11.00	mo	$200.00	$2,200	For GC Staff Only
023	Subsitence for supervisory personnel					Not Included
024	Accounting project setup					Not Included
025	*3.4 - Labor and Materials*					Direct Cost of Work
026	Labor					Direct Cost of Work
027	Materials					Direct Cost of Work
028	Equipment					Direct Cost of Work
029	Tools					Direct Cost of Work
030	Construction Equipment					Direct Cost of Work
031	Water					Direct Cost of Work
032	Heat					Direct Cost of Work
033	Utilities					Direct Cost of Work
034	Transportation					Direct Cost of Work
035	Other Facilities					Direct Cost of Work
036	*3.6 - Taxes*					
037	3.7 - Permits, Fees					See Below
038	Building Permit					By Owner
039	3.8 - Allowances					N/A
040	3.9 - Superintendent					Included above
041	3.10 - Construction and Submittal Schedules					Included
042	3.12 - Professional Design Services					Not Included - See Summary
043	3.14 - Cutting and Patching					Direct Cost of Work
044	Final clean					Direct Cost of Work
045	Temporary Fencing					Direct Cost of Work
046	Dumpsters	11.00	ea	$550.00	$6,050	For job compound only
047	Sanitary Facilities	33.00	ea	$125.00	$4,125	For job compound only
048	**Article 4 - Architect**					N/A
049	**Article 5 - Subcontractors**					N/A
050	**Article 6 - Construction by Owner**					N/A
051	**Article 7 - Changes in the Work**					N/A
052	**Article 8 - Time**					N/A
053	**Article 9 - Payments and Completion**					N/A
054	**Article 10 - Protection of Persons and Property**					See Below
055	Safety Precautions and Programs					
056	Safety Equipment	11.00	mo	$300.00	$3,300	For GC Staff Only
057	Safety Manager					Direct Cost of Work
058	Safeguards for Safety and Protection					See Below
059	Signs					Direct Cost of Work
060	Fencing					Direct Cost of Work
061	Barricades					Direct Cost of Work
062	*10.4 Emergencies*					See Below
063	Site specific Crisis Plan	1.00	ea	$300.00	$300	
064	**Article 11 - Insurance and Bonds**					To be provided
065	**Article 12 - Uncovering and Correction of Work**					N/A
066	**Article 13 - Miscellaneous Provisions**					N/A
067	Tests and Inspections					By Owner
068	**Article 14 - Termination or Suspension of the Contract**					N/A
069	**Article 15 - Claims and disputes**					N/A
	Total 00 72 00 - AIA 201 General Conditions				$429,366	

The term "By Owner" indicates that A&P expects this cost to be borne by the Owner
The words "By Sub" indicates that A&P intends to include this item in the subcontractor costs
The word "Excluded" indicates that A&P thinks this cost will be incurred, but is specifically excluding it for the total shown on this worksheet.
The letters "N/A" indicate that A&P does not believe this line item applies to this specific job and is therefore not included in this worksheet.
The word "Included" indicates the line item has been included A&P's Construction Phase Fee
The word "Allow" indicates the line item has been included in the cost of the work as an allowance subject to the definition defined in the Project Manual/Specifications.

Adolfson & Peterson Construction

Proposal

Project

Name	Fort Lupton Rec Center Expansion
Client	City of Fort Lupton
Primary Contact	Monty Schuman, Recreation Director

Contractor Information

Company	AP Mountain States, LLC
Name	Chris Cooper
Address	2120 Milestone Drive
City, State ZIP	Fort Collins, CO , 80525
Phone	303-326-5805
Email	ccooper@a-p.com
Date	2/8/2023

Proposal For Fort Lupton Rec Center Expansion

PRECONSTRUCTION SCOPE OF WORK

- Provide milestone estimates at 100% SD, DD, and CD phases
- Provide comprehensive schedule to include design and construction phases along with updates at milestones
- Participate in design meetings during preconstruciton phase to provide cost and constructability input
- Provide constructability reviews to design team and owner at milestone drawing issuances
- Provide interim cost updates with cost savings options as needed and track potential alternates
- Provide GMP based on competitive bids from a minimum of 3 qualified subcontractors

PRECONSTRUCTION COST PROPOSAL

- AP proposes the above scope of work for to be completed for the amount of	$12,500

GENERAL CONDITIONS

- Itemized cost for general conditions on following page based on construction duration of 11 months	$429,366

CM/GC CONSTRUCTION FEE

-Construction fee of 2.75% based on construction budget of $8,344,052	$229,461

Candidate's name:

Position: CM/CG

Department: Recreation

Team: Ad Hoc Committee

Rating scale: 1-5

1 - Not qualified

2 - Limited qualification

3 - Average qualification

4 - Above average qualification

5 - Exceptional qualification

Question 1: Because this project is adjoining an existing center, what specific measures will you take to ensure that the facility can remain open with minimal disruption and provide for the safety of users?

Rating:

Comments:

Questions 2: The overall quality of the construction is very important and is often part of the construction team beyond specific information described in the drawings and specifications. What specific measures will you follow to ensure that quality control is maintained throughout the project?

Rating:

Comments:

Questions 3: For each team member what was your most recent recreation center experience? What would you have done differently?

Rating: Comments:

Questions 4: Describe your overall staffing projections for the project as they relate to your fee proposal.

Rating: Comments:

Question 5: In what ways do you plan to maintain a schedule over short-term and long-term? Do you have additional means to help prevent schedule overrun?

Rating: Comments:

Question 6: Close-out procedures and final completion of punch list items tend to prolong projects much longer than necessary. What measures do you propose to ensure that the close-out and move-in process occurs smoothly?

Rating: Comments:

Question 7: When the project drawings go out for final bidding/contracts, how do you insure that there are no gaps in scope of work and that all items are covered in the final GMP?

Rating: Comments:

Question 8: Do you plan to self perform work? How do you assure that it is competitive? How will the work be supervised?

Rating: Comments:

Question 9: How will you assure a competitive bidding environment in all trades and adhere to our expectations of quality?

Rating: Comments:

Question 10: What particular challenges does a pool present? How will you address them?

Rating: Comments:

Question 11: How do you view the split between fees and general conditions? Are there costs that have not been covered in either one that the owners should be aware of?

Rating: Comments :

Question 12: What is your process in development in submitting change orders?

Rating: Comments:

Question 13: Staging for workers and products with the building and the park being heavily used will be a challenge. What process or plan would you envision using and where?

Rating: Comments:

Question 14: What do you view as the biggest challenge for this project and how will address it?

Rating: Comments: **Overall rating:** **Overall comments:**

CITY OF
Fort Lupton
EST 1836

Response to Request for Qualifications
Number: FTL2023-01

FORT LUPTON RECREATION CENTER

Adolfson & Peterson Construction

797 Ventura Street, Aurora CO 80011
www.a-p.com

January 18, 2023

City of Fort Lupton
Attn: Finance Department – Recreation Center Project
P.O. Box 148
Fort Lupton, CO 80621

RE: Recreation Center Project Qualifications – FTL2023-01

Dear Members of the Selection Committee:

Adolfson & Peterson Construction's (AP) commitment to excellence for the City of Fort Lupton is to be a community partner to meet your identified project goals.

People gather where they love to be. Your recreation center is a central hub of community gathering and a place that attracts community members. In our 75+ year history, we have a philosophy that building community-based projects is a sustainable practice that benefits everyone involved, and we are eager to work with you in creating this new addition to the Fort Lupton Recreation Center.

As a community builder AP has the expertise and dedicated support team to help you deliver a facility that best addresses the needs of Fort Lupton now and in the future.

AP has partnered with dozens of local municipalities in Colorado to create new places that directly increase the value of their communities. We are rated among the top sports and recreation contractors in Colorado and will bring forth our commitment and knowledge of building active environments.

The right team: AP's proposed project team for the Fort Lupton Recreation Center is made up of a highly qualified group of capable individuals. Our experience allows for smooth project development since our understanding of municipality regulations makes us sensitive to the unique municipal needs while meeting the needs of your community.

Using pennies saved for 15 years: Our strong construction cost estimating process will provide you with valuable information to make the best decisions for your facility. We have a long-standing relationship with Perkins&Will and are proud of the many recreation facilities we have delivered together, including the new Johnstown Recreation Center.

As your team member, we will work hand-in-hand with your community stakeholders to ensure that our pricing is always transparent and all cost decisions are documented and tracked. We do this by working closely with you and Perkins&Will to maximize your budget and deliver a facility your tax-payers and community will be proud of.

AP has had a presence in Weld County and surrounding Fort Lupton community for over 30 years, working on complex recreational facilities and CM/GC projects.

TEAM SUCCESS AND **EXPERIENCE:**

39 Aquatics

113 Total Years Experience

Totaling **$400 million**

Experienced Team. Quality Work.

AP has partnered with dozens of local municipalities in Colorado to create new places that directly increase the value of their communities. We will bring forth our commitment and knowledge of building active environments.

The proposed team members have been selected based on their extensive experience and expertise in recreation centers and aquatics.

Brian Clark, our Project Manager will be your day-to-day direct contact. He has extensive experience in the recreation and aquatics sector, working with the City of Arvada Apex Recreation District, Fitzmorris Park Recreation Center and Pool and the Secrest Pool Recreation Center, and the Broomfield Community Center. Our team will use their previous experience and lessons learned to ensure your project has the same success.

We understand that the Fort Lupton Recreation Center Addition is a high-profile project and an exciting opportunity for your community members. AP is confident in our ability to represent the City of Fort Lupton's wants and needs before, during, and after construction.

Thank you for evaluating AP's experience and qualifications to join you on this exciting transformational recreation center project. We look forward to the next step in the selection process.

Sincerely,

Alan Antolak, LEED AP | Project Executive
Adolfson & Peterson Construction
d 303.326.5830 | m 303.598.5664
aantolak@a-p.com

1/2

1. Experience in similar size and type of recreation center including commercial indoor pools. Provide examples with project name, address and description.

2. Provide at least three references with knowledge of projects listed above. Include the name and title of the contact person, relationship to the project, address, and phone number.

Please find project profiles on the following pages that demonstrate AP's experience on projects of similar scope and size as well as two additional pages that further demonstrate AP's ability to successfully complete recreation center projects.

Please find three references for the corresponding projects listed below on the project profiles following pages.

Project Relevancy Icons: Gym / Fitness | Occupied Facilities / Additions | Aquatics

Project Profiles:

Estes Valley Community Recreation Center

Johnstown Recreation Center

Parker Recreation Center Expansion

Estes Valley Recreation Center Exterior

PROJECT HIGHLIGHTS

Estes Valley Community Recreation Center
Estes Park, Colorado

Aquatics l Gymnasium l Swimming Pools

$24,277,620 | 52,756 sf | CMGC/CMAR

Start Date: September 2016 | Completion Date: February 2018

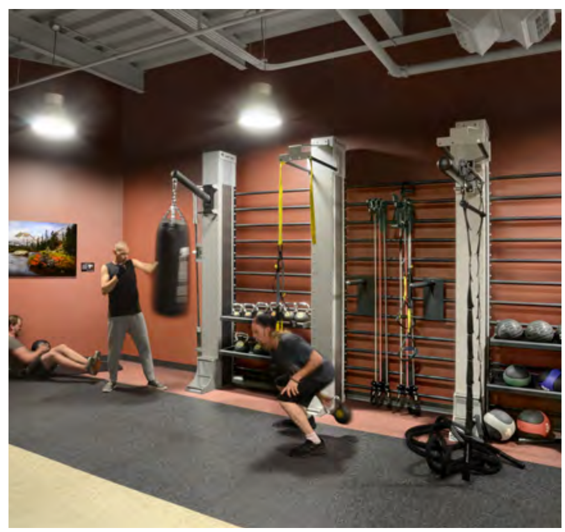
Project Relevancies:

Client Reference: Estes Valley Recreation and Park District
Tom Carosello
970.586.8191
tomc@evrpd.com

Architect Reference: Ohlson Lavoie Collaborative
Robert McDonald
303.294.9244
rmcdonald@olcdesigns.com

Estes Valley Community Recreation Center Entry

Estes Valley Community Recreation Center Pool



Estes Valley Community Center Gym

PROJECT DESCRIPTION

This addition transformed a 10,900-sf aquatic center into a community recreation center. The 52,756-sf multi-generational community space includes senior services, library resources, family and youth amenities, meeting rooms and gathering spaces. The recreation space includes an indoor walking track, aquatics facilities, multi-purpose gymnasium space, group exercise/fitness areas and locker/family changing rooms.

Johnstown Recreation Center Exterior

PROJECT HIGHLIGHTS

Johnstown Recreation Center
Johnstown, Colorado

Aquatics I Recreation I Hospitality

$23,500,000 | 72,300 sq ft | CMGC/CMAR

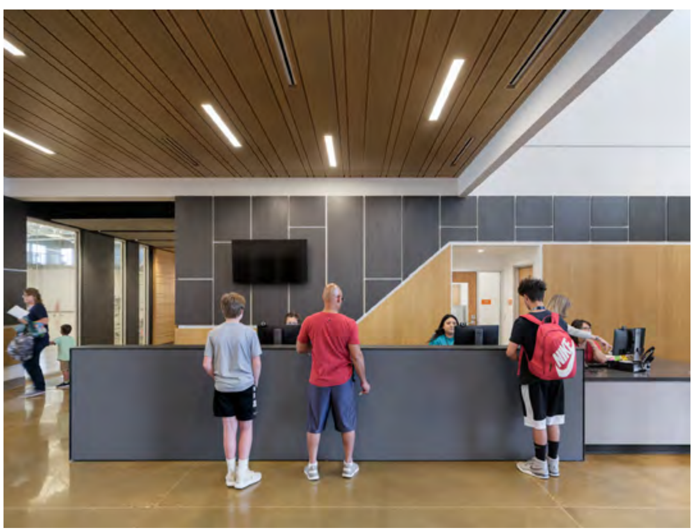
Start Date: November 2018 | Completion Date: April 2020

Project Relevancies:
Perkins&Will

Client Reference: Town of Johnstown
Gary Lebsack
970.587.4664
GLebsack@townofjohnstown.com

Architect Reference: Perkins&Will
Chris Kastelic
303.308.0200
Chris.Kastelic@perkinswill.com

Johnstown Recreation Center Pool



Johnstown Recreation Center Entry

Johnstown Recreation Center Gym

PROJECT DESCRIPTION

This new community center is the home of the Johnstown Community YMCA. The 70,000-sf new community center includes a gymnasium, multi-purpose exercise rooms, multi-purpose meeting rooms, locker rooms, staff offices, and an indoor track on a 10 acre site with surface parking for 200 to 240 cars. The large aquatic center features a lazy river, slide and lap pool. Other features include a multi-purpose field, pre-school, senior center, outdoor splash park, sauna and steam rooms, and a whirlpool.

Parker Recreation Center Exterior

PROJECT HIGHLIGHTS

Parker Recreation Center Expansion
Parker, Colorado

Aquatics I Experience with Architect I Swimming Pools

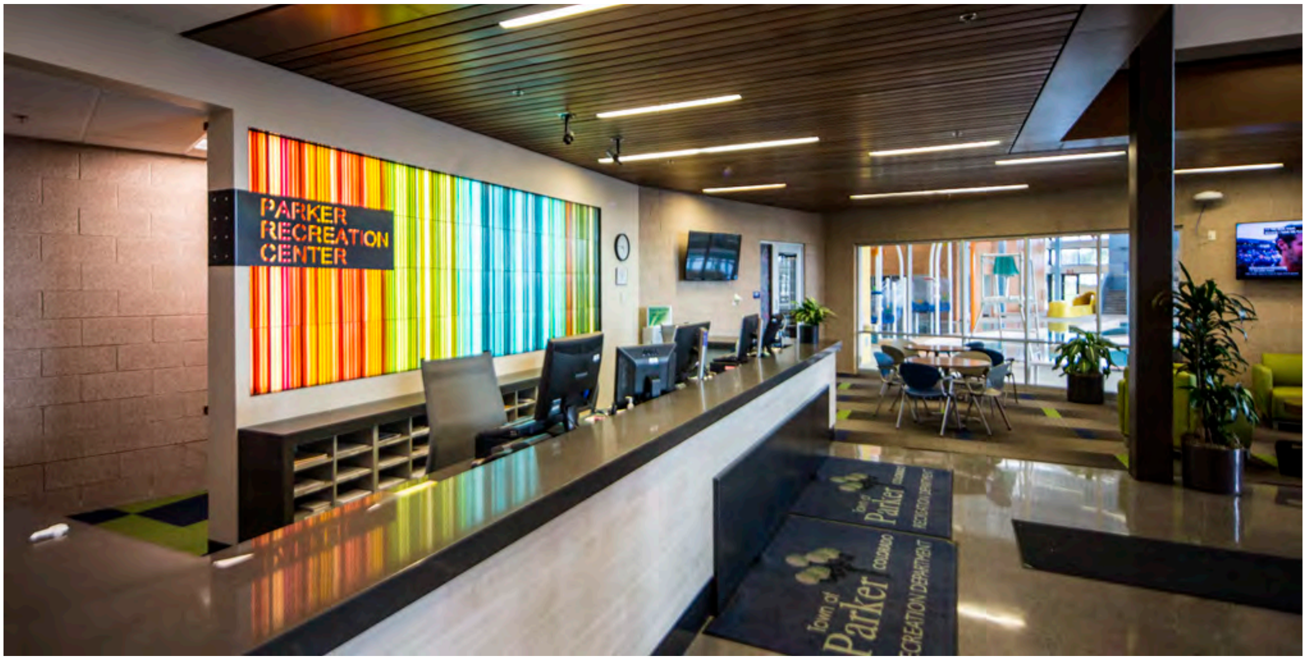
$13,977,933 | 52,756 sf | CMGC/CMAR

Start Date: April 2014 | Completion Date: July 2015

Project Relevancies:
Perkins&Will

Client Reference: Town of Parker
Robert Exstrom
bexstrom@ci.parker.co.us
303.805.3159

Architect Reference: Perkins&Will
Chris Kastelic
303.308.0200
Chris.Kastelic@perkinswill.com



Parker Community Recreation Center Entry

Parker Community Recreation Center Pool

Parker Recreation Center Gym

PROJECT DESCRIPTION

The project included a 26,000-sf masonry expansion with 42,707 sf of entire project scope. New amenities including a therapy pool, additional lap lanes, family changing rooms, a children's party room, classrooms, child care rooms and a fitness studio were added alongside a new "Leisure Pool" with a zero-depth pool, lazy river, new waterslide, an aquatic climbing wall and water play features. Renovations to the mechanical systems, parking lots, roof, locker rooms, gymnasium, reception area and lobby give the recreation center a fresh look while meeting functional needs. This project was named Colorado's Top Renovation/Expansion Project by the Colorado Parks and Recreation Association in 2016. This project was constructed within an occupied facility, but this did not impact community membership. In fact, the recreation center's memberships increased during the construction period.

Additional recreation center projects AP has completed that are of similar size and scope:

South Suburban Parks and Recreation - Field House

Located at Lorenz Regional Park, this new complex replaced space being used as a disc golf course and RC vehicle track. The Complex features a field house, ice arena, and administration offices, providing a single facility consolidating multiple building uses for the community. Amenities also include two turf fields, a gym, indoor/outdoor fitness spaces, concession kitchen, a pro shop and multi-purpose rooms.

Client: South Suburban Parks & Recreation District

Cost: $55,863,905

Perkins&Will

APEX Fitzmorris Park Center & Pool and Secrest Recreation Center

This project included building two neighborhood recreation centers simultaneously. The 8,500-sf Fitzmorris project was next to an elementary school and had a shared parking lot. It included a six-lane pool and a small weight room and community/aerobics area. The 21,521-sf Secrest project required phased construction to leave their current pool and teen center open on-site until the facility was finished.

Client: Arvada Park & Recreation District

Cost: $12,358,649

Woodland Park Aquatic Center

The 24,500-sf Woodland Aquatic Center was designed as an aquatics-only center, with an activity pool and a lap pool with diving board. Amenities include an entry lobby with party room/childwatch, a control desk with administrative space and locker rooms. The indoor aquatics center is a family oriented natatorium and provides amenities for fun as well as fitness.

Client: City of Woodland Park

Cost: $12,092,349

Wheatlands Recreation Center

This 40,000-sf facility, designed by BRS, will directly support individuals and families with new and expanded Y programs for healthy living, aquatics safety, childcare, education and teen leadership. It will feature a wellness studio, group x studios, cycling studio, party and community room, competition pool and teen area.

Client: YMCA of Metropolitan Denver

Cost: $15,979,917

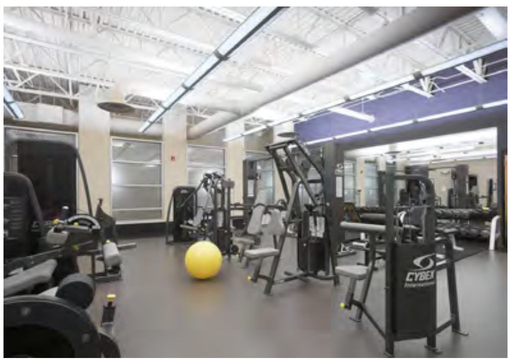
Additional recreation center projects AP has completed that are of similar size and scope:

Aurora Central Recreation Center

On the 20-acre site is a new two-story, 60,285-sf recreation center. Designed by Populous, the facility features an aquatics area, gymnasium, elevated walking/jogging track, fitness area, teaching kitchen, party rooms, multi-purpose rooms, group exercise rooms, offices and locker rooms. Unique design features include an interactive video water slide, a wave pool and a fitness grandstand that is full of possibility for group fitness classes and individual exercise.

Client: City of Aurora

Cost: $26,482,512



Carbon Valley Recreation Center Addition and Renovation

This recreation center addition features a 6-lane lap pool, a leisure pool with current channel, an 18-foot slide with splash pool, a gymnasium with a running track, a gymnastics room, family and public locker rooms, weight rooms, aerobic rooms, a racquetball court, a childcare center, and a multi-purpose room.

Client: Carbon Valley Recreation District

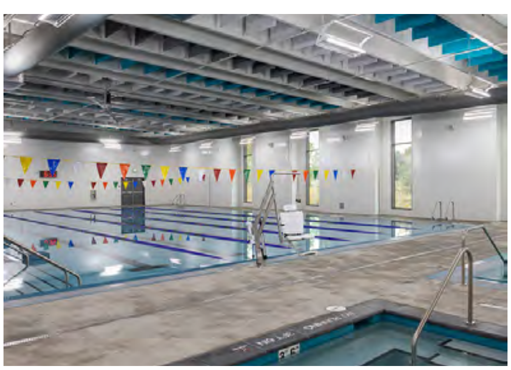
Cost: $6,763,709

Carla Madison Recreation Center

This is Denver's largest community recreation facility and the crown jewel of the city's community recreation program. With a unique design set as a four-story structure, it offers an eight lane pool, a leisure pool for families, a large cardio and weight room, full-size basketball court and diverse programming that promote healthy and active lifestyles. The facility also includes ample community gathering space to support a variety of neighborhood interests.

Client: City and County of Denver - Parks & Recreation

Cost: $33,779,725



Broomfield Community Center Reconstruction

The 96,088-sf project, designed by Davis Partnership Architects, will feature two basketball/volleyball courts in the wood floored gymnasium with an elevated running track above. Locker rooms, family cabanas, a weight room, a child watch area, pre-school and an outdoor play area will also be included. The building will feature three fitness studios, classrooms and administrative spaces, a wood workshop for carpentry classes, art and kiln space, classrooms, a commercial kitchen for cooking classes, and conference rooms for weddings and meetings

Client: City and County Broomfield

Cost: $43,999,558

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3. Ability to bond for at least the value of the project and carry appropriate liability insurance.

Please find AP's surety bonding letter below.

wtw

Telephone: 763-302-7100
Fax: 763-302-7200
Website: www.willistowerswatson.com

Direct Line: 763-302-7162
Direct Fax: 763-302-7200
E-mail: brian.carpenter@willistowerswatson.com

January 12, 2023

City of Fort Lupton
130 S. McKinley Avenue
Fort Lupton, CO 80621

Re: AP Mountain States, LLC dba Adolfson & Peterson Construction
Project: Recreation Center, RFP No. FTL2023-01

To Whom It May Concern:

Please accept this letter as a confirmation of the surety program currently in force for AP Mountain States, LLC dba Adolfson & Peterson Construction (hereinafter "AP"). Willis Towers Watson is pleased to provide the bid, performance and payment bonds that are necessary for AP to execute their business plan.

AP has historically enjoyed routine support on single projects in excess of $100,000,000 with an overall supported bonded program of $1,000,000,000. Support in excess of these parameters has been favorably considered by the surety underwriters on a case by case basis. Sufficient capacity exists in AP's bond program for additional bonded work.

Bonds are provided through a co-surety arrangement between CNA Surety Companies, through their issuing surety company, The Continental Insurance Company (hereinafter "CNA") and Berkshire Hathaway Specialty Insurance Company (hereinafter "Berkshire"). CNA has an A.M. Best Rating of A (Excellent), Berkshire has an A.M. Best Rating of A++ (Superior) and both have a Financial Size Category of XV.

Both surety companies enjoy a strong personal relationship with AP and understand the firm's vision and business plan going forward. Willis Towers Watson and the sureties appreciate the commitment on behalf of AP to provide the time and information necessary to maintain the bond program currently in place.

Should you desire to discuss AP's bond program in further detail, do not hesitate to call on me.

Sincerely,

Brian D. Carpenter
Executive Vice President

cc. AP Mountain States, LLC dba Adolfson & Peterson Construction

Willis Towers Watson Midwest, Inc.
8400 Normandale Lake Boulevard
Suite 1700
Bloomington, MN 55437

Single Jobs - Up to $100,000,000

Aggregate Program - Up to $1,000,000,000

AP's Current Bonded Projects - $383,000,000

Total Amount Available - $617,000,000

Please find AP's Certificate of Liability Insurance below.

Page 1 of 1

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	
Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Ohio Casualty Insurance Company	24074
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AP Mountain States, LLC
797 Ventura Street
Aurora, CO 80011

COVERAGES **CERTIFICATE NUMBER:** W23860155 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			EB2-641-445189-022	03/01/2022	03/01/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			AS2-641-445189-012	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			EUO(23)58370235	03/01/2022	03/01/2023	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WA2-64D-445189-062	03/01/2022	03/01/2023	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

SR ID: 22155208 BATCH: 2394447

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4. Ability to provide cost estimating and value engineering consultation.

Preconstruction Philosophy: Start smart, finish strong.

Our preconstruction philosophy starts with a quality foundation and leads to a smooth building process. Promoting teamwork and constructability, we invest all team members early in design. Our focus is quality, feasibility and making your vision a reality. We plan how to best carry out the project design with quality and efficiency. We provide value-engineering options during design meetings to be discussed with the entire project team and real-time cost estimating to make opportunities clear and decisions easier.

Chris Cooper, Preconstruction Manager, being previously involved in seven aquatics based recreation facilities. He understands both the unique construction challenges of recreation centers as well as who the best subcontractors to partner with to ensure a successful build. With his expertise in working with Colorado municipalities, Chris brings recent trends and an understanding of costs in the current marketplace. As the project moves to implementation, we clearly translate construction needs and design intent to subcontractors so they can confidently and competitively price their services. Our collaborative process leverages the entire team's collective know-how by using the latest technology to start your project on the right path to success.

Progress Estimates

Being involved in preconstruction means we price continually, working with the project team, while keeping within your budget. Any form of estimates can be provided to project stakeholders whenever requested. We believe in open-book cost estimating. We will provide documentation at any time on costs and budget projections to meet municipal requirements.

Cost management during construction begins with our thorough pre-planning process in preconstruction. Once construction is initiated, clear communication and process flow are crucial which is why our Superintendent Al Ammidown will be involved in preconstruction. Should Fort Lupton have changes during construction, it will be our responsibility to understand the request and continue our estimating. We will provide solutions and cost impacts to inform decision making and then carefully document, communicate and manage changes in the field.

Our preconstruction services are the **starting block** to achieving a successful project while **enhancing** the Fort Lupton Recreation Center project.

Regarding the addition and connection to an occupied facility, design teams generally work from a set of as-built drawings that are rarely perfectly documented. Minor discrepancies between as-built drawings and the existing in-place conditions can have a substantial impact on constructability, costs, ties-ins and shut downs required to seamlessly transition spaces from one purpose to another.

AP takes as-built documentation a significant step further with 3D Laser Scanning and/or physically inhabiting the unseen spaces above ceilings and behind walls as much as possible.

It is essential to owners, users and design partners that the extra effort pay off. A few hours of scanning or working in the ceilings during off hours can pay huge dividends in terms of stronger, more reliable cost estimates; enhanced user-centric scheduling and construction sequencing; and the reduced need for value engineering or change orders once construction starts.

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5. Ability to stay within budget.

Project Manager Brian Clark will lead the project administration efforts for the recreation center's upgrades. The goal of the project management efforts is to ensure that all project finances and contracts are properly reviewed, documented, and managed to ensure that you are getting the "best bang for your buck." Brian will be supported, as well as the accounting, administrative and IT departments located in our main office. Executive support and leadership will be provided by a project executive or vice president.

SCHEDULE

Schedule impacts are minimized since our team will understand specialized equipment and unique product materials to ensure long-lead items are purchased and delivered on time.

SCOPES OF WORK

Scopes of work and costs are precise since we are able to highly-define scopes of work to subcontractors. It also allows AP to work with the ebb and flow of the subcontractor market to purchase labor and services at the most opportune time.

VALUE ENGINEERING

The traditional Value Engineering process is minimized (or eliminated) through product selection and constructability expertise early integrated into planning.

Documents such as submittals and RFIs will be tracked in Procore our project management system. This allows for easy access for the City of Fort Lupton for review and comments. Not only is it easy to track and distribute documentation. Procore sends alerts directly to your email, so you are prompted right away when something is in your court.

AP prides itself on trying to limit the amount of change orders on a project by the upfront work we do. As the project kicks off a COR (Change Order Request) log will be maintained throughout the duration of the project with updates weekly. This log will track the status of a COR from inception to completion.

Your core team will be involved through all initial planning and OAC meetings with the City of Fort Lupton, Perkins&Will and all subcontractors.

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6. Ability to bid, schedule, and manage the construction work.

Reliable Subcontractors are the Backbone to Quality Work

AP has an extensive database of over 7,000 subcontractors and material suppliers in roughly 250 trades. Most importantly, by completing recent aquatic projects, we are familiar with recent material pricing in today's market. Currently, the subcontractor market is busy and therefore we engage subcontractors as early as possible, especially key subcontractors.

As one of the top Sports and Recreation Contractor (ENR), AP is recognized as a leader in recreational and aquatic facilities by the subcontractor community. We are consistently budgeting and bidding similar projects and have built strong subcontractor relationships within the market. Specialty subcontractors and vendors unique to recreation and aquatic facilities know that AP will be building successful facilities well into the future. We receive the subcontractors most competitive pricing and special attention on AP projects.

Ensuring the Appropriate Trade Resources are Allocated to the Project

Ensuring the appropriate trade resources are allocated to the project begins with understanding and defining scope work for all trades. The Preconstruction Manager's extensive knowledge of construction and our past similar project experience leads to detailed scope refinement. When developing the schedule, project costs are balanced with the necessary project durations to use the resources wisely.

Involving key subcontractors early in the preconstruction phase will add enormous value. Each trade specializes in their field, understands the latest technology for their specialty, and can avoid unforeseen coordination issues. Subcontractor expertise also helps us determine the optimum time to commence work and order equipment early. Our goal is to create and follow the most efficient schedule and save money.

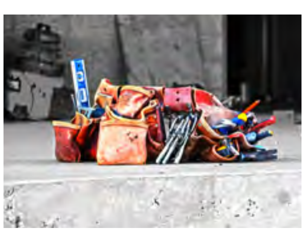
Managing Subcontractors and Sub-Consultants Process

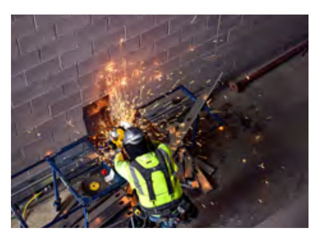
Without proper subcontractor management, scope uncertainty and pricing redundancies can occur.

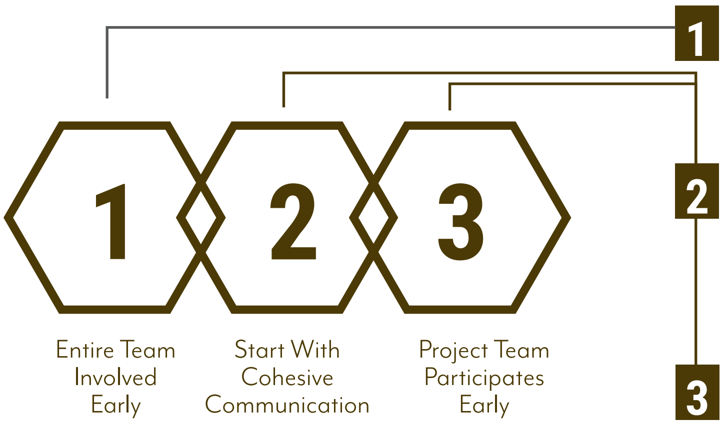
AP's comprehensive scope matrix maintains total scope control from start to finish. The scope matrix identifies every scope component, the responsible party, schedule milestones and defined costs. Because we know the scope inside and out, our team writes sub-contracts that precisely detail each trade's scope of work, schedule, budget, quality and safety expectations.

Once under contract, AP uses a variety of tools to proactively control subcontractor performance, including:

- Pre-award meetings to establish quality expectations and coordination with other subcontractors
- Detailed inspection processes that are defined trade-by-trade
- Clear guidance about Fort Lupton's quality standards
- Daily project huddles
- Site-specific orientation to ensure safety compliance
- Superintendent Al Ammidown's constant on-site presence
- Systems mock-ups to verify quality and workmanship expectations and generate Fort Lupton and Perkins&Will's approval
- Clear guidance and accountability for industry-specific standards regarding workmanship and quality







1 **The Entire Team is Involved Early:** Getting involved early to establish or reaffirm relationships with the City of Fort Lupton, the recreation department, and the design team is critical to the project's success. AP and all the stakeholders will establish goals and a single path to guarantee project success.

2 **Cohesive Communication from Day One:** Establishing a single point of contact and an involved team from day one creates a successful project. **Our Project Manager Brian Clark** ensures that communication occurs with all necessary team members, including the City of Fort Lupton, Perkins&Will and all subcontractors.

3 **Key Personnel Actively Participate Early in the Process:** Our proposed team will actively participate in design and cluster meetings along with pull-planning sessions and hold each other accountable in order to stay on schedule and within your budget.

Early Involvement

Having our team members involved as early as possible will be an important part of guaranteeing the information and understanding gained in preconstruction is carried through to the construction phase. The most successful projects are a result of a collaborative effort between AP, the design team, and also with the owners, end-users, and key subcontractors.

Early involvement saves time and money by overlapping many planning, design and construction processes. Team collaboration to provide pricing and alternates up front before the design progresses and real-time pricing throughout keeps the budget continually in check.

The team shares lessons learned from past projects and specialized expertise before construction begins.

AP provides feedback to the design team on pricing of materials, long-lead items and constructability before plans are ever drawn to ensure the project remains on time and on budget. Because it's a collaborative process, the design team uses AP's real-time pricing to adjust for your budget and programming needs.

Your core team will be involved through all initial planning, OAC meetings with the City of Fort Lupton. Early involvement and an early foundations package leads to select construction starting early as well, managed by the same team members who were part of all preconstruction efforts.

CITY OF Fort Lupton EST 1836

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7. Ability and availability of key personnel including Project Manager and Superintendent to be assigned to the project.

Please find the resumes of the key personnel for the Fort Lupton Recreation Center project on the following pages that detail the teams individual ability, roles, experience and references.

Please find testimonials from owners, design teams and end users on working with AP below:

APEX Fitzmorris Park Center & Pool and Secrest Recreation Center
"It's been a goal of our citizens for a long time to be able to bring an outdoor pool and a recreation center to this part of the community. I'm so proud of the three partners that came together to make this happen and, most importantly, proud of the citizens of Arvada who were able to say yes, we need this, we want it and we will support it."
– Marc Williams, Mayor | Arvada

Silverthorne Recreation Center Remodel
"Our project offered up some unique challenges including taking place within a fully open facility, and with a very tight time frame. AP was a pleasure to work with, and I would highly recommend them for projects such as ours, in particular working within existing open facilities with tight constraints on budget and on time."
– William D. Linfield, P.E., Public Works Director | Town of Silverthorne

Greeley Family FunPlex
"Working with AP was refreshing. They executed the work plan, held tight to schedules, resolved sub-contractor issues, and maintained a high level of professionalism and integrity."
– Ken D'Arnato; Director of Leisure Services | City of Greeley

Adams 12: Veterans Memorial Aquatic Center
"AP helped Adams 12 Five Star Schools and Thornton envision what the Veteran's Memorial Aquatic Center could be and built our vision."
– Pat Hamilton, COO | Adams 12 Five Star Schools

South Suburban Parks and Recreation
"From the estimating through construction, it was a pleasure to work with everyone at AP. The project individuals, along with the many laborers and carpenters that worked on this project, made up a fun and motivated team that was appreciated by the owner, architect and all consultants. We appreciated the professional and helpful staff and their efforts at making this project successful."
– Melissa Reese-Thacker, Owner's Representative, South Suburban Parks and Recreation

Town of Gypsum Recreation Center
"AP brought to the table was more than just construction expertise; they brought teamwork, exception coordination of both local and regional sub-contractors, accurate estimating, quality work and new ideas all of which reflects a passion for what they do."
– Chuck Musgrave AIA, Principal CFO, Barker Rinker Seacat Architecture

Al brings executive level management to your project. As Project Executive, he is responsible for strategic planning, risk management and operational decisions. He will be deeply rooted in ensuring satisfaction for all stakeholders and confirming success at every phase of your project.

Alan Antolak PROJECT EXECUTIVE

24

YEARS OF EXPERIENCE

EDUCATION

B.S., Civil & Environmental Engineering
University of Cincinnati

TRAINING

LEED Accredited Professional

U.S. Green Building Council

REFERENCES

Don Ciancio, Executive Director of Auxiliary Services
Westminster Public Schools
720.542.5135
DCiancio@westminsterpublicschools.org

Tracy Boyer, Principal Interior Designer
OZ Architecture
303.861.5704
tboyer@ozarch.com

Carla Madison Recreation Center
Denver, CO | $33,779,725 | 69,070 sf

Aurora Central Recreation Center
Aurora, CO | $26,482,512 | 60,000 sf

City of Woodland Park Aquatic Center
Woodland Park, CO | $12,092,349 | 24,530 sf

Parker Recreation Center Expansion
Parker, CO | $13,977,933 | 42,707 sf

Estes Valley Community Recreation Center
Estes Park, CO | $24,277,620 | 52,756 sf

Wheat Ridge Recreation Center
Wheat Ridge, CO | $11,125,587 | 71,000 sf

Adams 12 Thornton High School Renovations
Thornton, CO | $11,979,506 | 175,000 sf

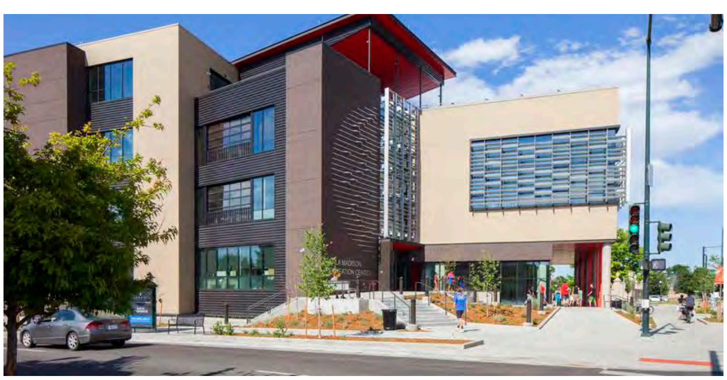
Brighton School District 27J High School #2 - Prairie View
Brighton, CO | $31,029,275 | 209,200 sf

Westminster Public Schools Orchard Park Academy
Denver, CO | $23,496,778 | 60,000 sf

Greeley West High School
Greeley, CO | $127,311,711 | 280,000 sf

Availability:

Alan will bring executive level leadership to the project, and is available to support this project as needed.



Carla Madison Recreation Center

Denver Parks & Recreation

Denver, CO | $33,779,725 | 69,070 sf

Chris will be responsible for managing the preconstruction of your project. He will work in close coordination with the team to calculate project costs in conjunction with the overall design objectives established for your project. During construction, he will serve as an expense tracking resource for the Superintendent to ensure directives and decision making benefit from real-time construction cost estimating and big-picture financial understanding.

Chris Cooper Preconstruction Manager

26

YEARS OF EXPERIENCE

EDUCATION

B.S., Architectural Studies
Southern Illinois University

TRAINING

AGC Executive Leadership Academy Graduate

OSHA 10 Hour

REFERENCES

Chuck Jordan, Senior Project Manager and Partner
RLH Engineering
970.686.5695
cjordan@rlhengineering.com

David Bragg, Project Manager
Larimer County
970.498.5918
dbragg@larimer.org

Aurora Central Recreation Center
Aurora, CO | $26,482,512 | 60,000 sf

Carla Madison Recreation Center
Denver, CO | $33,779,725 | 69,070 sf

Estes Valley Community Recreation Center
Estes Park, CO | $24,277,620 | 52,756 sf

Johnstown Recreation Center
Johnstown, CO | $28,848,238 | 70,000 sf

South Suburban Parks and Recreation - Field House
Littleton, CO | $55,863,905 | 206,000 sf

Natrona County School District #1 Student Fitness & Activity Center
Casper, WY | $13,042,048 | 101,800 sf

Thornton Community Center Remodel
Thornton, CO | $9,262,317 | 30,000 sf

CSU Women's Soccer & Softball Complex
Fort Collins, CO | $9,498,445

Broomfield Community Center Reconstruction
Broomfield, CO | $43,999,558 | 96,088 sf

Wheatlands Recreation Center
Aurora, CO | $15,979,917 | 38,974 sf

Availability:

Chris is currently managing the preconstruction on the Thornton Community Center project. Upon the anticipated project start date, Chris will be readily available to manage the preconstruction of the Fort Lupton Recreation Center project.

Johnstown Recreation Center

Town of Johnstown

Johnstown, CO | $28,848,238 | 70,000 sf

As Project Manager, Brian will lead daily activities required to ensure the effective application of our knowledge and resources during the preconstruction phase, followed by the accurate in-field execution of contract documents during construction on this important project. Along with the Superintendent, he will lead the construction team and maintain regular communication with the owner and design team.

Brian Clark Project Manager

17

YEARS OF EXPERIENCE

EDUCATION

B.S., Construction Management
Western Illinois University

TRAINING

OSHA 30 Hour Certification

REFERENCES

Gregg Kahler, Facilities Program Manager
University of Colorado Boulder
303.735.1396
gregg.kahler@colorado.edu

Harold Mowry, Director of Facilities
Chadron State College
303.432.6227
hmowry@csc.edu

APEX Fitzmorris Park Center & Pool and Secrest Recreation Center
Arvada, CO | $12,358,649 | 30,021 sf

Broomfield Community Center Reconstruction
Broomfield, CO | $43,999,558 | 96,088 sf

Thornton Community Center Remodel
Thornton, CO | $9,262,317 | 30,000 sf

Chadron State College Math and Science Building
Chadron, NE | $25,370,468 | 84,292 sf

Chadron State College Stadium Upgrades
Chadron, NE | $7,505,465 | 8,300 sf

CU Boulder - Fleming Tower Renovation and Systems Upgrade
Boulder, CO | $10,781,107 | 54,722 sf

Thornton Community Center Remodel
Thornton, CO | $30,991,649 | 47,635 sf

SSPRD-Fac Rpm-Family Sports
Centennial, CO | $10,865,040 | 50,196 sf

SSPRD-Fac Rpm-LGTC
Littleton, CO | $11,169,080 | 55,966 sf

Availability:

Brian is currently managing the South Suburban Facility Replacement Project which will be nearing project completion at the anticipated project start date for the Fort Lupton Recreation Center. Brian will be readily available to manage your project.

APEX Fitzmorris Park Center & Pool and Secrest Recreation Center

Arvada Park & Recreation District

Arvada, CO | $12,358,649 | 30,021 sf

Al will be the leader and main point of contact for field management. He will work directly with the project team to ensure quality construction, diligent schedule management and subcontractor coordination and control.

Al Ammidown Superintendent

37

YEARS OF EXPERIENCE

EDUCATION

B.S., Economics - University of Northern Colorado

TRAINING

LEED AP

OSHA 10 Hour and OSHA 30 Hour

REFERENCES

Trevor Caderrete, Building Manager
Douglas County School Dist. RE-1
719.246.0786
trevor.cadarette@dcsdk12.org

David Negrete, Construction Manager
Colorado Mountain College
970.331.1926
dnegrete@coloradomtn.edu

Silverthorne Recreation Center Remodel
Silverthorne, CO | $726,992 | 5,221 sf

South Stockyards & Stockyards Event Center
Denver, CO | $27,923,599 | 47,920 sf

CMC Breck Nursing Sim Lab
Breckenridge, CO | $6,689,963 | 10,000 sf

Boulder Valley School District Community Montessori Renovations
Boulder, CO | $1,665,243 | 7,500 sf

River Point at Sheridan Site Work
Sheridan, CO | $77,711,801

River Point at Sheridan Inline Buildings
Sheridan, CO | $7,219,316 | 90,000 sf

Senior Housing Community at Casey's Pond Phases 2 and 3
Steamboat Springs, CO | $24,368,198 | 150,000 sf

Castle View HS F-Pod Addition
Castle Rock, CO | $12,695,520 | 28,300 sf

Douglas County School District RE-1 Buffalo Ridge Elementary School Renovation
Castle Pines, CO | $2,060,457 | 10,200 sf

Availability:

Al is currently working on CMC Breckenridge scheduled to be completed in March of 2023. He will be ready to begin working on the Fort Lupton Recreation Center project immediately.

Silverthorne Recreation Center Remodel

Town of Silverthorne

Silverthorne, CO | $726,992 | 5,221 sf

CITY OF
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8. Minimum of 5 years in good standing doing business in the State of Colorado.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

AP Mountain States, LLC

is a

Limited Liability Company

formed or registered on 03/01/2006 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20061089752 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/12/2022 that have been posted, and by documents delivered to this office electronically through 12/14/2022 @ 09:24:25 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/14/2022 @ 09:24:25 in accordance with applicable law. This certificate is assigned Confirmation Number 14534597 .

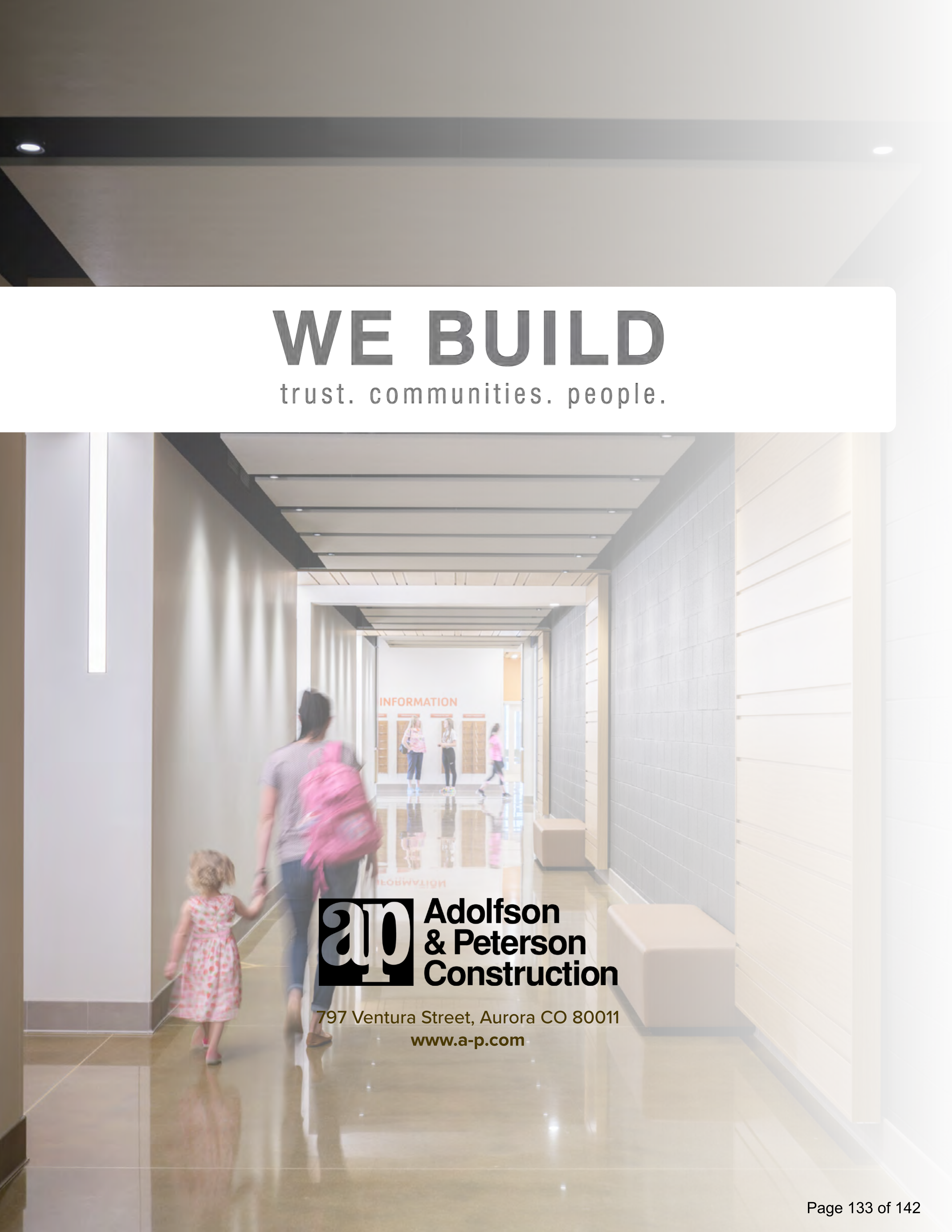
AP is proud of our longevity in Colorado. Our Colorado subsidiary, established in 1981, employs 330+ Colorado residents. Our current evidence of good standing is to the left:

Jena Griswold

Secretary of State of the State of Colorado

End of Certificate*

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



WE BUILD

trust. communities. people.

Adolfson & Peterson Construction

797 Ventura Street, Aurora CO 80011

www.a-p.com

CITY OF Fort Lupton EST 1836

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

Recreation Center Expansion Project

Adolfson & Peterson Construction
797 Ventura Street
Aurora, CO. 80011

Date: **February 21, 2023**

Attention: Alan Antolak

Subject: **City of Fort Lupton, Colorado**
Recreation Center Expansion Project

Notice of Award

The City of Fort Lupton, Colorado, has considered the Proposal submitted by you for the above described work in response to the submittal of qualifications and interviews.

You are hereby notified that your Proposal has been accepted for the work in the amount or amounts shown on your Proposal.

You are required by the Instructions to Bidders to execute the Agreement and furnish the Performance Bond, the Payment Bond, Insurance Certificates, and other required documentation no later than ten (10) calendar days from the date of this notice.

If you fail to execute the said Agreement and to furnish the said Bonds no later than seven (7) calendar days from the date of this Notice of Award, the City of Fort Lupton, Colorado, will be entitled to consider all your rights arising out of the City of Fort Lupton, Colorado's acceptance of your Proposal as abandoned and as a forfeiture of your Proposal security as liquidated damages, but not as a penalty, for the delay and extra work caused thereby and also to compensate the City of Fort Lupton, Colorado, for the difference between your Proposal and the next lowest Bid. The City of Fort Lupton, Colorado, will be entitled to such other rights as may be granted by Colorado law.

You are required to return an acknowledged copy of this Notice of Award to the City of Fort Lupton, Colorado.

The insurance certificates required for this project shall be sent to City of Fort Lupton, Attention: Chris Cross, 130 South McKinley Avenue, Fort Lupton, Colorado 80621.

CITY OF FORT LUPTON, COLORADO

____

By: Zo Stieber______________________________

Title: Mayor_____________

Address: 130 South McKinley Avenue

Fort Lupton, Colorado 80621

Telephone: (303) 857-6694

Acceptance of Notice of Award

Receipt of the above Notice to Proceed is hereby acknowledged:

this the ______________ day of ____________, 2023.

Adolfson & Peterson Construction.

By: _________________________________

Title: _________________________________

Telephone: _________________________________

City Council Meeting
Date: February 21, 2023
Staff: Travis Aksamitowski,
IT Director

AM 2023-041
Public Hearing☐

SUBJECT FOR DISCUSSION

Accepting a 36-Month Contract with Comcast to Supply Internet to the Office Spaces Located at 1200 Dexter, Unit W-12 and W-13, for an Amount Not to Exceed $244.85 per month, Allocated from the General Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

With the City leasing the space at 1200 Dexter W-12 and W-13, we will need to supply Internet to the two units so that the planning department can perform their work. The Internet service is for a 36-month contract. The Internet speeds would be 250MB download and 25MB upload as well as a Static IP address. The static IP address will be used to connect the Dexter location to the City Hall network using a firewall VPN, allowing the planning department to connect to the network.

FINANCIAL CONSIDERATIONS

This is an unbudgeted expense in the General Fund and will require a supplemental budget resolution at the end of the year.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

Accept the 36-month contract as presented, allowing the planning department to connect to the City Network to access network folders and files.

Accept the 36-month agreement without the Static IP address, which will allow the planning department to have Internet services and have to use Citrix to connect back to the City Network which will not be as efficient for a work environment as being able to when using a static IP address to connect.

Council chooses to not sign for the Internet services

STAFF RECOMMENDATIONS

Accept the Comcast 36-month Internet Contract with a static IP address

Attachments: a. Comcast Service Order

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: CITY OF FORT LUPTON **Order #** 34328930

Service Location:		**Billing Location:**	
Address 1	1200 DEXTER ST	Address 1	130 MCKINLEY AVE
Address 2	UNIT W12	Address 2	
City	FORT LUPTON	City	FORT LUPTON
State	CO	State	CO
Zip	80621	Zip	80621
Primary Contact Name	Travis Aksamitowski	Billing Contact Name	Travis Aksamitowski
Primary Contact Phone	(720) 466-6113	Billing Contact Phone	(720) 466-6113
Primary Contact Email	taksamitowski@fortluptonco.gov	Billing Contact Email	taksamitowski@fortluptonco.gov
Service Term	36 Months	Tax Exempt	Yes

Service(s)	Qty	Monthly Service Charge[1]	Non-Recurring Charge[2]
Business Internet			
Business Internet Performance (download speeds up to 250 Mbps)	1	$ 199.95	
Equipment Fee	1	$ 19.95	
Static IP -1	1	$ 24.95	
Additional Fees			
Standard Installation Fee / Change of Service Fee	1		$ 99.95
Total Charge for Service Order		**$ 244.85**	**$ 99.95**

[1] Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).
[2] Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

COMCAST BUSINESS SERVICE ORDER

Company Name: CITY OF FORT LUPTON **Order #** 34328930

General Special Instructions

AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at https://business.comcast.com/terms-conditions-smb. Capitalized terms not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at https://business.comcast.com/customer-notifications/acceptable-use-policy (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at https://business.comcast.com/privacy-statement (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed $500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

3. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx
Signature
Name
Title
Date

FOR COMCAST USE ONLY	
Sales Representative	Stefanie Vinson
Sales Representative Code	
Sales Manager Name	Chris Prekopa
Sales Manager Approval	
Division	West

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: CITY OF FORT LUPTON **Order #** 34328930

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net	No	**Equipment**	Comcast Owned
Number of Static Ips	1	**Business Web**	No

City Council Meeting
Date: February 21, 2023
Staff: Chris Cross,
City Administrator

AM 2023-042
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Resolution of the City Council of Fort Lupton Authorizing the Submittal of a Revitalizing Main Streets Grant Application with the Colorado Department of Transportation for the Harrison Avenue Reconstruction Project

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City Street Fund has budgeted funding for the Harrison Avenue Reconstruction Project to remove and reconstruct sidewalks, curb and gutter, and make other improvements on Harrison Ave between 1st and 9th Street. A portion of this project is eligible for the Revitalizing Main Streets Grant. Eligible applicants for this grant include local governments, business improvement districts, and other governmental agencies. This request is for the City to submit this application for Phase 1 of the project from 4th Street to 9th Street. The total project cost estimate for Phase 1 is $328,725.00, and a match of at least 10% is required. The grant application is for a requested amount of $250,000.00 and with a match provided from the City Street Fund in the amount of $78,725.00.

FINANCIAL CONSIDERATIONS

A $78,725.00 match would come from the City Street Fund, the full cost of this project has already been budgeted for 2023.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

- Proceed with a formal resolution authorizing the City to submit the CDOT grant application.
- Do not proceed with a formal resolution authorizing the City to submit the CDOT grant application.

STAFF RECOMMENDATIONS

Staff recommends approval of this resolution formally authorizing staff to apply for the aforementioned CDOT grant.

Attachments: a. Proposed Resolution

Certification of Council Approval:
Ordinance No. _______________ _________________________ City Clerk ___________ Date
Resolution No. _______________

RESOLUTION NO. 2023Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AUTHORIZING THE SUBMITTAL OF A REVITALIZING MAIN STREETS GRANT APPLICATION WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE HARRISON AVENUE RECONSTRUCTION PROJECT

WHEREAS, there is a grant opportunity being offered by the Colorado Department of Transportation known as the Revitalizing Main Streets Grant; and

WHEREAS, the City of Fort Lupton has budgeted for certain improvements on Harrison Avenue, including reconstruction of sidewalks, curb and gutter and drainage improvements (the "Project"); and

WHEREAS, the grant application is for a requested amount of $250,000.00 and with a match provided from the City Street Fund in the amount of $78,725.00.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby authorizes the City of Fort Lupton submit the Application for the Revitalizing Main Streets Grant.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 21st DAY OF FEBRUARY, 2023.

City of Fort Lupton, Colorado

____

Zo Hubbard, Mayor

Attest:

____

Maricela Peña, City Clerk

Approved as to form:

____

Andy Ausmus, City Attorney

Upcoming Events

February 21, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
February 28, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
March 07, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
March 14, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.