



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, March 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 Crespín, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. March 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. March 7, 2023 City Council Meeting Minutes**
- b. Second Reading Ordinance 2023-1153 Amending Section 2-155 of the Municipal Code to Set the Victim Compensation Guidelines by Resolution**
- c. AM 2023-049 Approving the Purchase of Annual Software for Cyber Security for an Amount Not to Exceed \$39,588.00 Allocated from the Information Technology Budget**
- d. AM 2023-051 A Resolution of the City of Fort Lupton City Council Approving the Event Application as a Guide for Planning Events on Public Property within the City and Approving the Application Fees**
- e. AM 2023-052 Accepting a Proposal from Dean Contracting for the Construction of the Community Center Park Fence Extension South of Community Center Park to County Road 12 for an Amount not to Exceed \$27,616.00 to be Paid from the Parks Department Account**
- f. AM 2023-053 Authorize the Mayor to Execute an Agreement to Lease 500 Acre Feet of Colorado Big Thompson Water Units to Kerr-McGee Oil & Gas Onshore LP for the Amount of \$375,000 for the 2023 Water Year**
- g. AM 2023-058 Approval of the Five (5) Year Agreement with AXON Enterprises for Fleet Mounted Camera Systems for Patrol Vehicles for an Annual Cost of \$40,092.47**

Action Memorandum

- a. AM 2023-050 Authorizing an Additional Payment for the Overages in the Jacobs Contract in the Amount of \$11,706.44, Allocated from the Utility Fund**
- b. AM 2023-054 Authorize the Mayor to Execute an Agreement to Purchase Six Shares of Fulton Irrigation from Howard Binder for \$360,350.00**

- c. AM 2023-055 Approving a Resolution Authorizing the Submittal of an Energy and Mineral Impact Assistance Grant with the Colorado Department of Local Affairs for the Fort Lupton Wastewater System Improvements for a Project Cost Estimate of \$26,000,000.00
- d. AM 2023-056 Award Contract to Colorado Paving Inc. for an Amount Not to Exceed \$300,000.00 for the Coyote Creek Golf Course Cart Path Repaving Project, Allocated from the Golf Course Maintenance Fund
- e. AM 2023-057 Approving a Resolution for Supplemental Budget for Two (2) Positions, for an Amount not to Exceed \$165,550 Allocated from the General Fund Budget

Staff Reports

Mayor/Council Reports

Future City Events

- a. March 21, 2023 Upcoming Events

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

Adjourn

Check Report

City of Fort Lupton

By Check Number

Date Range: 03/08/2023 - 03/21/2023

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: Golf Course-Golf Course							
000024	ACE HARDWARE OF FORT LUPTON	03/14/2023	Regular		0.00	58.84	85706
97767	Invoice	02/23/2023	GOLF-TOOLS-MAINT		0.00	21.67	
97867	Invoice	03/01/2023	GOLF-SUPPLIES/TOOLS-MAINT		0.00	37.17	
002254	ADIDAS AMERICA INC	03/14/2023	Regular		0.00	3,541.87	85707
6159057899	Invoice	02/28/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	3,105.12	
6159058589	Invoice	02/28/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	436.75	
000974	ALARM DETECTION SYSTEMS, INC.	03/14/2023	Regular		0.00	159.14	85708
870192-1075	Invoice	03/05/2023	GOLF-SECURITY MONITORING-PRO ...		0.00	159.14	
000461	FERRELLGAS LP	03/14/2023	Regular		0.00	1,248.59	85709
1122127639	Invoice	02/01/2023	GOLF-FUEL-MAINT		0.00	1,248.59	
002977	JOSEPH ELLIOTT USA LLC	03/14/2023	Regular		0.00	1,045.61	85710
18172	Invoice	03/01/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	649.00	
18173	Invoice	03/01/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	396.61	
000768	MASEK GOLF CAR OF COLORADO	03/14/2023	Regular		0.00	173.74	85711
01-78401	Invoice	02/09/2023	GOLF-PARTS-PRO SHOP		0.00	173.74	
000862	O'REILLY AUTO PARTS	03/14/2023	Regular		0.00	128.50	85712
4489-441573	Invoice	03/02/2023	GOLF-V-BELT-MAINT		0.00	7.63	
4489-441758	Invoice	03/03/2023	GOLF-FILTERS/LUBE-MAINT		0.00	120.87	
000913	POTESTIO BROTHERS EQUIPMENT	03/14/2023	Regular		0.00	62.81	85713
37331P	Invoice	02/04/2023	GOLF-PARTS-MAINT		0.00	62.81	
001137	UNITED POWER	03/14/2023	Regular		0.00	1,193.25	85714
1194602 FEB23	Invoice	02/28/2023	United Power		0.00	332.40	
1195001 FEB23	Invoice	02/28/2023	United Power		0.00	473.70	
1195701 FEB23	Invoice	02/28/2023	United Power		0.00	341.47	
19595600 FEB23	Invoice	02/28/2023	United Power		0.00	25.07	
6601202 FEB23	Invoice	02/28/2023	United Power		0.00	20.61	
000028	ACUSHNET COMPANY	03/21/2023	Regular		0.00	2,897.40	85715
915093858	Invoice	03/03/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	1,648.32	
915094091	Invoice	03/03/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	1,249.08	
002254	ADIDAS AMERICA INC	03/21/2023	Regular		0.00	1,340.73	85716
6159129718	Invoice	03/10/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	1,340.73	
000048	AIRGAS USA LLC	03/21/2023	Regular		0.00	17.75	85717
9995450329	Invoice	02/28/2023	GOLF-CYLINDER RENTAL-MAINT		0.00	17.75	
002853	BUCKEYE CLEANING CENTER	03/21/2023	Regular		0.00	70.23	85718
90464314	Credit Memo	12/09/2022	GOLF-JANITORIAL SUPPLIES-PRO S...		0.00	-203.27	
90483984	Invoice	03/09/2023	GOLF-JANITORIAL SUPPLIES-PRO S...		0.00	273.50	
000183	CALLAWAY GOLF SALES COMPANY	03/21/2023	Regular		0.00	3,010.21	85719
935880604	Credit Memo	02/01/2023	GOLF-REBATE CREDIT-PRO SHOP		0.00	-221.00	
935951257	Invoice	02/10/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	81.05	
936056453	Invoice	02/28/2023	GOLF-SUPPLIES-PRO SHOP		0.00	479.70	
936058143	Invoice	02/28/2023	GOLF-MERCCHANDISE-PRO SHOP		0.00	237.72	
936083009	Invoice	03/06/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	384.13	
936083010	Invoice	03/06/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	760.67	
936116588	Invoice	03/10/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	313.50	

Check Report

Date Range: 03/08/2023 - 03/21/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
936127329	Invoice	03/13/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	974.44	
003261	CARBON VALLEY CHAMBER OF COMMER	03/21/2023	Regular	0.00	600.00	85720
13428	Invoice	03/03/2023	GOLF-2023 MEMBERSHIP DUES-PRO...	0.00	600.00	
000239	CITY OF FORT LUPTON	03/21/2023	Regular	0.00	1,841.79	85721
FIN2023447	Invoice	03/13/2023	GOLF-JAN23 POSTAGE USED	0.00	16.29	
FIN2023449	Invoice	03/13/2023	GOLF-REIMBURSE VERIZON 9928699...	0.00	205.96	
FIN2023451	Invoice	02/28/2023	Golf ComData Purchases	0.00	1,619.54	
000307	COMCAST CABLE COMM, LLC	03/21/2023	Regular	0.00	325.92	85722
0120790 MAR23	Invoice	03/06/2023	GOLF-MAR23 PHONE/INTERNET-PRO..	0.00	325.92	
000567	HIGH COUNTRY BEVERAGE CORP	03/21/2023	Regular	0.00	946.15	85723
W-6450545	Invoice	03/13/2023	GOLF-BEVERAGES-PRO SHOP	0.00	946.15	
000636	JC GOLF ACCESSORIES	03/21/2023	Regular	0.00	156.97	85724
SI-186308	Invoice	03/08/2023	GOLF-SUPPLIES-PRO SHOP	0.00	156.97	
002977	JOSEPH ELLIOTT USA LLC	03/21/2023	Regular	0.00	876.50	85725
18406	Invoice	03/15/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	657.50	
19046	Invoice	03/15/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	219.00	
000999	SHAMROCK FOODS COMPANY	03/21/2023	Regular	0.00	1,705.94	85726
26632522 CR	Credit Memo	03/01/2023	GOLF-RETURN-PRO SHOP	0.00	-45.14	
27646504	Invoice	03/09/2023	GOLF-FOOD/PACKAGING-PRO SHOP	0.00	1,633.88	
27646505	Invoice	03/09/2023	GOLF-WATER-PRO SHOP	0.00	117.20	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	43	21	0.00	21,401.94
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
	43	21	0.00	21,401.94

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
001301	AAA AUTO PARTS INC	03/14/2023	Regular	0.00	120.39	73292
162996	Invoice	02/02/2023	GF-BATTERY BOX-STREETS	0.00	24.74	
163053	Invoice	02/03/2023	GF-CONNECTOR-STREETS	0.00	13.75	
164991	Invoice	03/01/2023	GF-FILTERS-PARKS	0.00	81.90	
001646	BANK OF COLORADO	03/14/2023	Regular	0.00	420.86	73293
0227 MAR23	Invoice	02/28/2023	GF-FEB23 CNG FUEL CHARGES	0.00	420.86	
000136	BG'S JAPANESE DESIGNS	03/14/2023	Regular	0.00	390.00	73294
6372A	Invoice	02/24/2023	GF-JACKETS-PW	0.00	390.00	
001506	CHRISTOPHER CROSS	03/14/2023	Regular	0.00	180.13	73295
030723	Invoice	03/07/2023	GF-MILEAGE REIMBURSEMENT-CITY...	0.00	180.13	
000232	CIRSA	03/14/2023	Regular	0.00	1,137.18	73296
230617	Invoice	03/08/2023	GF-PC6018782-1 & PC6018782-2 DED...	0.00	1,000.00	
230670	Invoice	03/08/2023	GF-PROPERTY INS ADD 1200 DEXTE...	0.00	137.18	
000239	CITY OF FORT LUPTON	03/14/2023	Regular	0.00	61.50	73297
030623	Invoice	03/06/2023	GF-REIMBURSE POP FUND FEB23	0.00	61.50	
000239	CITY OF FORT LUPTON	03/14/2023	Regular	0.00	-61.50	73297
003177	CLEAN CUT FENCING	03/14/2023	Regular	0.00	5,860.00	73298
030223	Invoice	03/10/2023	GF-PD PARKING LOT FENCE- FACIL	0.00	5,860.00	
000269	COLORADO ASPHALT SVCS	03/14/2023	Regular	0.00	2,042.00	73299
0061950	Invoice	02/24/2023	GF-COLD ASPHALT-STREETS	0.00	2,042.00	
002651	COLORADO COMMUNITY MEDIA	03/14/2023	Regular	0.00	357.40	73300
73952	Invoice	02/01/2023	GF-PUBLIC NOTICES-CITY CLERK	0.00	219.32	
75778	Invoice	02/01/2023	GF-PUBLIC NOTICES-CITY CLERK	0.00	50.92	
76241	Invoice	02/01/2023	GF-PUBLIC NOTICES-CITY CLERK	0.00	50.92	
79957	Invoice	03/03/2023	GF-PUBLIC NOTICE-CITY CLERK	0.00	36.24	
000307	COMCAST CABLE COMM, LLC	03/14/2023	Regular	0.00	175.28	73301
0116038 MAR23	Invoice	03/01/2023	REC-MAR23 PHONE SERVICE	0.00	175.28	
001517	CORE&MAIN LP	03/14/2023	Regular	0.00	299.80	73302
R979306	Invoice	02/01/2023	UF-PARTS-W LINES	0.00	299.80	
000321	COUNTERTRADE PRODUCTS INC	03/14/2023	Regular	0.00	8,540.00	73303
SI-00041226	Invoice	03/03/2023	GF - 10 Mobile Data Terminals - PD/IT	0.00	8,540.00	
003201	DATASPAN HOLDINGS, INC	03/14/2023	Regular	0.00	981.73	73304
50009438	Invoice	02/28/2023	GF-SERVER POWER CABLES-IT	0.00	981.73	
000407	DXP ENTERPRISES INC	03/14/2023	Regular	0.00	125.52	73305
53478719	Invoice	02/15/2023	GF-COUPPLING-STREETS	0.00	42.96	
53478728	Invoice	02/15/2023	GF-SANDER PARTS-STREETS	0.00	82.56	
000436	ENVIROTECH SERVICES, INC	03/14/2023	Regular	0.00	9,563.18	73306
CD202303477	Invoice	02/01/2023	SSTX-ICE SLICER-STREETS	0.00	3,346.28	
CD202308652	Invoice	02/01/2023	SSTX-ICE SLICER-STREETS	0.00	3,235.94	
CD202310939	Invoice	02/23/2023	SSTX-ICE SLICER-STREETS	0.00	1,465.68	
CD202311054	Invoice	02/24/2023	SSTX-ICE SLICER-STREETS	0.00	1,515.28	
000455	FASTENAL COMPANY 01COFTL	03/14/2023	Regular	0.00	26.54	73307
COFTL192390	Invoice	02/24/2023	GF-ELBOWS-STREETS	0.00	26.54	
002011	FRONT RANGE LUMBER COMPANY	03/14/2023	Regular	0.00	31.28	73308
25101/2	Invoice	02/07/2023	UF-BLUEBOARD-W LINES	0.00	31.28	
000508	FULTON IRRIGATING DITCH	03/14/2023	Regular	0.00	12,090.40	73309
030623	Invoice	03/06/2023	UF-2023 Fulton Assessment 215.9 Units..	0.00	12,090.40	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
002674	HAYES POZNANOVIC KORVER, LLC	03/14/2023	Regular	0.00	5,584.00	73310
47603	Invoice	03/06/2023	WST-FEB2023 LEGAL SERVICES-WA...	0.00	5,584.00	
000657	JOHN ELWAY CHEVROLET	03/14/2023	Regular	0.00	42,385.00	73311
291568	Invoice	02/28/2023	GF-2023 CHEVY SILVERADO 1500-PD	0.00	42,385.00	
000698	L.G. EVERIST, INC	03/14/2023	Regular	0.00	1,180.71	73312
634113	Invoice	02/20/2023	SSTX-ICE SLICER-STREETS	0.00	496.78	
634858	Invoice	03/03/2023	UF-ICE SLICER/SAND MIXTURE-W LI...	0.00	516.01	
634859	Invoice	03/03/2023	SSTX-SQUEEGEE-STREETS	0.00	167.92	
003224	LAND 5 INVESTMENTS, LLC	03/14/2023	Regular	0.00	946.25	73313
021523	Invoice	02/15/2023	GF-PROJ LUP202-0004 NORTH LAND ...	0.00	932.50	
030723	Invoice	03/07/2023	GF-PROJ LUP2019-0002 NORTHLAND...	0.00	13.75	
000847	NORMAN'S MEMORIALS INC.	03/14/2023	Regular	0.00	120.00	73314
030223	Invoice	03/02/2023	CEM-ROBERT D THOMAS	0.00	120.00	
000865	OFFICE DEPOT	03/14/2023	Regular	0.00	53.19	73315
291814728001	Invoice	02/14/2023	GF-OFFICE SUPPLIES-ADMIN	0.00	53.19	
000869	OPERATIONS MANAGEMENT INT	03/14/2023	Regular	0.00	128,063.10	73316
351230-24-04	Invoice	04/01/2023	OMI Monthly Allocations	0.00	128,063.10	
000862	O'REILLY AUTO PARTS	03/14/2023	Regular	0.00	1,553.24	73317
4489-435594	Invoice	02/02/2023	GF-PARTS-STREETS	0.00	147.89	
4489-437151	Invoice	02/09/2023	UF-A/C HOSE ASSY-W LINES	0.00	626.66	
4489-437251	Invoice	02/09/2023	UF-AC GAUGE-W LINES	0.00	129.99	
4489-437435	Credit Memo	02/10/2023	UF-AC GAUGE/VACUUM PUMP-W LIN...	0.00	-299.98	
4489-437959	Invoice	02/13/2023	GF-SUPPLIES-STREETS	0.00	95.92	
4489-438454	Invoice	02/15/2023	GF-DEF/WIPER FLUID/CLEANER-STR...	0.00	579.86	
489-437146	Invoice	02/09/2023	GF-BATTERY-STREETS	0.00	272.90	
003253	POMP'S TIRE SERVICE, INC.	03/14/2023	Regular	0.00	6,948.55	73318
1930002847	Invoice	03/06/2023	Grader Tires	0.00	6,948.55	
002265	QUADIENT FINANCE USA INC	03/14/2023	Regular	0.00	417.00	73319
JAN23	Invoice	02/24/2023	GF-JAN23 POSTAGE RECHARGE	0.00	417.00	
003150	REDI SERVICES, LLC	03/14/2023	Regular	0.00	135.00	73320
0000019157	Invoice	02/01/2023	CEM-PORTABLE RESTROOM SERVICE	0.00	135.00	
003155	SHIRTS BY CHA LLC	03/14/2023	Regular	0.00	462.30	73321
2070	Invoice	02/21/2023	GF-BANNERS-COM EVENTS	0.00	462.30	
001040	STERICYCLE	03/14/2023	Regular	0.00	60.00	73322
8003493839	Invoice	02/28/2023	GF-FEB23 SHREDDING SRVCS-CITY ...	0.00	60.00	
002967	SYNERGETIC STAFFING LLC	03/14/2023	Regular	0.00	1,390.62	73323
21011257	Invoice	03/07/2023	GF-A.ROMERO TEMP LABOR-STREE...	0.00	1,390.62	
001137	UNITED POWER	03/14/2023	Regular	0.00	30,721.88	73324
10553102 FEB23	Invoice	02/28/2023	United Power	0.00	22.11	
1195501 FEB23	Invoice	02/28/2023	United Power	0.00	1,149.05	
1195603 FEB23	Invoice	02/28/2023	United Power	0.00	220.86	
1196401 FEB23	Invoice	02/28/2023	United Power	0.00	33.82	
1207701 FEB23	Invoice	02/28/2023	United Power	0.00	21.05	
1223101 FEB23	Invoice	02/28/2023	United Power	0.00	20.00	
1240301 FEB23	Invoice	02/28/2023	United Power	0.00	149.95	
1241801 FEB23	Invoice	02/28/2023	United Power	0.00	269.08	
1241903 FEB23	Invoice	02/28/2023	United Power	0.00	113.32	
1276101 FEB23	Invoice	02/28/2023	United Power	0.00	68.45	
1279801 FEB23	Invoice	02/28/2023	United Power	0.00	24.72	
1295501 FEB23	Invoice	02/28/2023	United Power	0.00	50.72	

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1296101 FEB23	Invoice	02/28/2023	United Power	0.00	192.42	
1299501 FEB23	Invoice	02/28/2023	United Power	0.00	112.00	
1302801 FEB23	Invoice	02/28/2023	United Power	0.00	1,543.99	
1302901 FEB23	Invoice	02/28/2023	United Power	0.00	161.19	
1316801 FEB23	Invoice	02/28/2023	United Power	0.00	316.48	
1322501 FEB23	Invoice	02/28/2023	United Power	0.00	4,740.24	
1360303 FEB23	Invoice	02/28/2023	United Power	0.00	32.06	
13842400 FEB23	Invoice	02/28/2023	United Power	0.00	41.84	
14427100 FEB23	Invoice	02/28/2023	United Power	0.00	104.85	
15232500 FEB23	Invoice	02/28/2023	United Power	0.00	22.11	
17149700 FEB23	Invoice	02/28/2023	United Power	0.00	56.25	
17761600 FEB23	Invoice	02/28/2023	United Power	0.00	20.00	
17868800 FEB23	Invoice	02/28/2023	United Power	0.00	20.00	
18057500 FEB23	Invoice	02/28/2023	United Power	0.00	728.74	
18498400 FEB23	Invoice	02/28/2023	United Power	0.00	248.91	
18762100 FEB23	Invoice	02/28/2023	United Power	0.00	44.13	
19545100 FEB23	Invoice	02/28/2023	United Power	0.00	894.78	
20040100FEB23	Invoice	02/28/2023	United Power	0.00	429.98	
21675200 FEB23	Invoice	02/28/2023	United Power	0.00	33.55	
21675300 FEB23	Invoice	02/28/2023	United Power	0.00	34.49	
22185901 FEB23	Invoice	02/28/2023	United Power	0.00	20.02	
3399301 FEB23	Invoice	02/28/2023	United Power	0.00	52.13	
6612303 FEB23	Invoice	02/28/2023	United Power	0.00	21.07	
6779701 FEB23	Invoice	02/28/2023	United Power	0.00	6,462.82	
704901 FEB23	Invoice	02/28/2023	United Power	0.00	7,712.62	
7225800 FEB23	Invoice	02/28/2023	United Power	0.00	20.00	
726705 FEB23	Invoice	02/28/2023	United Power	0.00	20.00	
7280200 FEB23	Invoice	02/28/2023	United Power	0.00	21.38	
733101 FEB23	Invoice	02/28/2023	United Power	0.00	223.10	
762901 FEB23	Invoice	02/28/2023	United Power	0.00	125.14	
803908 FEB23	Invoice	02/28/2023	United Power	0.00	3,500.48	
8976200 FEB23	Invoice	02/28/2023	United Power	0.00	621.98	
	Void	03/14/2023	Regular	0.00	0.00	73325
	Void	03/14/2023	Regular	0.00	0.00	73326
001156	VERIZON WIRELESS SVCS LLC	03/14/2023	Regular	0.00	5,094.78	73327
9928699223	Invoice	02/26/2023	Verizon Bill	0.00	5,094.78	
001189	WELD COUNTY ACCTG DEPART	03/14/2023	Regular	0.00	9,915.67	73328
FEB23	Invoice	02/28/2023	GF-FEB23 FUEL CHARGES-FAC	0.00	9,915.67	
002660	WHITESIDE'S BOOTS AND CLOTHING	03/14/2023	Regular	0.00	350.00	73329
423119	Invoice	02/21/2023	GF-R.JENKINS UNIFORMS-PARKS	0.00	175.00	
423429	Invoice	02/25/2023	GF-UNIFORMS-STREETS	0.00	175.00	
002115	WILLIAMS EQUIPMENT LLC	03/14/2023	Regular	0.00	1,597.33	73330
22130	Invoice	02/06/2023	UF-CAMERA REPAIR-S LINES	0.00	1,597.33	
001224	XCEL ENERGY-GAS	03/14/2023	Regular	0.00	4,121.19	73331
818158733	Invoice	02/28/2023	Xcel Gas Bill	0.00	4,121.19	
003102	MERIDIAN ROOFING & EXTERIORS LLC	03/13/2023	Regular	0.00	6,683.00	73332
MC2303	Invoice	03/13/2023	GF-1200 Dexter Renovations-Planning	0.00	6,683.00	
000119	BANK OF COLORADO	03/10/2023	Bank Draft	0.00	6,741.69	DFT0002131
INV0001343	Invoice	03/10/2023	HSA DISTRIBUTION	0.00	6,741.69	
000119	BANK OF COLORADO	03/10/2023	Bank Draft	0.00	865.83	DFT0002132
INV0001344	Invoice	03/10/2023	HSA DISTRIBUTION	0.00	865.83	
001416	VALIC_1	03/10/2023	Bank Draft	0.00	41,638.45	DFT0002133
INV0001345	Invoice	03/10/2023	VALIC - 457(b) \$ Contributions	0.00	41,638.45	

Check Report
Date Range: 03/08/2023 - 03/21/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
001265	IRS	03/10/2023	Bank Draft	0.00	66,136.25	DFT0002134
INV0001346	Invoice	03/10/2023	Federal Withholding	0.00	66,136.25	
001418	CO DEPARTMENT OF REVENUE	03/10/2023	Bank Draft	0.00	11,736.00	DFT0002135
INV0001347	Invoice	03/10/2023	CO Withholding	0.00	11,736.00	
000119	BANK OF COLORADO	03/10/2023	Bank Draft	0.00	-175.00	DFT0002136
CM0000028	Credit Memo	03/10/2023	HSA DISTRIBUTION	0.00	-175.00	
001265	IRS	03/10/2023	Bank Draft	0.00	38.04	DFT0002138
INV0001348	Invoice	03/10/2023	Federal Withholding	0.00	38.04	
001418	CO DEPARTMENT OF REVENUE	03/10/2023	Bank Draft	0.00	11.00	DFT0002139
INV0001349	Invoice	03/10/2023	CO Withholding	0.00	11.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	102	39	0.00	290,186.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-61.50
Bank Drafts	8	8	0.00	126,992.26
EFT's	0	0	0.00	0.00
	110	50	0.00	417,116.76

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	145	60	0.00	311,587.94
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-61.50
Bank Drafts	8	8	0.00	126,992.26
EFT's	0	0	0.00	0.00
	153	71	0.00	438,518.70

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	3/2023	21,401.94
999	POOLED CASH/CONSOLIDATED CASH	3/2023	417,116.76
			438,518.70

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
March 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, March 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, Valerie Blackston, Carlos Barron, David Crespín and Claud Hanes.

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

PERSONS TO ADDRESS COUNCIL

Fred L. Croci with FTL Land appeared before Council stating they have not been able to get their concerns past City Staff or Consultants. He provided the Council with a packet and hopes to entice future discussion.

Denise Tolmich, with True Dental Smiles, which is being built at 110 Copper Place appeared before Council to express concerns regarding the elevation of the car wash that is being built next to the dental office. She stated they are worried about erosion and other drainage issues. She asked for guidance from Council on what her next steps are for correcting the issue. Mayor Hubbard stated Council will take a look at the information she provided and talk with City staff.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

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

CONSENT AGENDA

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

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

- February 21, 2023 City Council Meeting Minutes
- Second Reading 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
- Approve License Agreement with METRO Water Recovery for Access and Operations at the City Waste Water Treatment Plant (WWTP) to Operate and Maintain Metering and Sampling Facilities (AM 2023-043)
- Approve Non-Exclusive Easement Agreement with METRO Water Recovery for Entry, Occupy and Use of Property at the City WWTP to Operate and Maintain Metering and Sampling Facilities (AM 2023-044)
- Approve Non-Exclusive Easement Agreement with METRO Water Recovery for Entry, Occupy and Use of Property at the METRO Waste Water Treatment Plant (WWTP) to Construct and Maintain the Force Main Connection (AM 2023-045)
- Approve the Purchase of Geographical Information System (GIS) Based Asset Management Software (Element XS) from Novotx, L.L.C. for an Amount Not to Exceed \$83,000.00 from the Public Works Shop General Fund (AM 2023-046)
- Approval of Changes to the Services Provided by High Plains Library District (HPLD) to Member Libraries in the Intergovernmental Agreement between HPLD and the City of Fort Lupton and the Weld Re8 School District (AM 2023-047)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2023-048 Accepting The Weld Trust Key Funding Initiative (Healthy Habits) Grant Application for the Community Park Renovation Project in the Amount of \$410,000 With a Grant Period of May 1, 2023 – April 30, 2024

The Recreation Department submitted a full application to The Weld Trust on November 10, 2022. It was approved in the amount of \$410,000 for the Community Center Park Renovation Project on February 28, 2023. The next step is to execute the Grant Agreement. The grant award will be issued upon completion of the Grant agreement. City staff will need to execute the Grant Agreement - electronic signature, complete the Weld Trust Release of Information Form, submit 2023 W-9, and submit IRS Determination Letter by March 17, 2023. The Fort Lupton City Council would need the Mayor or City Administrator to electronically sign the Grant Agreement through The Weld Trust online portal.

It was moved by Carlos Barron and seconded by Claud Hanes to Accept The Weld Trust Key Funding Initiative (Healthy Habits) Grant Application for the Community Park Renovation Project in the Amount of \$410,000 With a Grant Period of May 1, 2023 – April 30, 2024.

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

Motion passed unanimously on roll call vote.

STAFF

Chris Cross, City Administrator, reported that United Power will be at the Fort Lupton Recreation Center on March 17, 2023, to allow community members to meet the candidates for the United Power board.

MAYOR/COUNCIL REPORTS

Mayor Hubbard reported progress is being made for the Field of Honor which will take place from April 26th thru April 29th. She stated Christy Romano, Special Events Coordinator or herself would be happy to provide more information to individuals who want to sponsor a flag or donate.

FUTURE CITY EVENTS

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.
March 21, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
March 28, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
April 8, 2023	Easter Egg Hunt, 203 S. Harrison Ave. 9:00 a.m.

ADJOURNMENT

The meeting adjourned at 6:14 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

ORDINANCE NO. 2023-1153

INTRODUCED BY: CARLOS BARRON

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

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

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 21st day of March 2023.

PUBLISHED BY TITLE ONLY the 30th day of March 2023.

EFFECTIVE (after publication) the 29th day of April 2023.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Approving the Purchase of Annual Software for Cyber Security for an Amount Not to Exceed \$39,588.00 Allocated from the Information Technology Budget

SUMMARY STATEMENT/BACKGROUND DISCUSSION

IT is requesting to allow the budgeted amount of our Cyber Security software to be paid in the amount not to exceed \$39,588.00. The Cyber Security software includes Multifactor authentication, EDR, DNS filtering, and zero trust technology. The cyber security software has also allowed the City to benefit with cost savings in insurance and better coverage.

FINANCIAL CONSIDERATIONS

This is a renewal of existing software and has been budgeted in the general fund's internal technology department's software services agreements account. Total Account budget \$267,000, expended year to date \$26,648.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Council decides to not renew the Cyber Security Software leaving the city at higher risk for an attack of ransomware or other attack.
2. Council selects to renew the budgeted amount for the annual renewal of Cyber Security software.

STAFF RECOMMENDATIONS

IT recommends proceeding with the order for our current Cyber Security software that is in place.

Attachments: a. Quote from Digeteks

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



5795 Oak Meadows Blvd
Firestone, CO 80504

Invoice

Date	Invoice #
2/26/2023	8710

Bill To

City of Fort Lupton
130 S McKinley Ave
Fort Lupton, CO 80621

P.O. No.

010222

Terms

Net 30

Project

HOSTING

Quantity	Description	Rate	Amount
	Hosted Services 2023		
12	Hosted DNS Filter - 1/1/2023-12/31/2023	144.00	1,728.00
118	ThreatLocker - 1/1/23-12/31/23	108.00	12,744.00
149	EDR - 1/1/23-12/31/23	156.00	23,244.00
52	Duo 1/1/23-12/31/23	36.00	1,872.00
Thank you for your business.		Total	\$39,588.00

Phone

303-536-5052

E-mail

accounting@digetek.com



SUBJECT FOR DISCUSSION

A Resolution of the City of Fort Lupton City Council Approving the Event Application as a Guide for Planning Events on Public Property within the City and Approving the Application Fees

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Staff created an event application packet to provide for a smooth experience and efficient planning process for public events. Event Planners will be provided with an understanding of requirements associated with hosting an event in the City. The City's priority is to protect people and place. This includes event organizers, vendors and attendees, public property, public organizations, businesses, taxpayers, and the environment. The application focuses on Liability, Health and Safety, Electrical, Power and Fire Safety, Environmental Impacts, and Community Impact. The application also establishes two (2) fees. A \$100 non-refundable application fee that exempts nonprofit organizations; and a \$100 Public Works inspection fee. Public Works will ensure that the fencing/barricades are set up and removed at the indicated areas and at the indicated time. All other fees within the application have been set by Resolution of the City Council.

City Council and staff understand that the Event Application may be amended from time to time as determined necessary and that any significant changes will be presented to City Council prior to going into effect.

The Event Application will help staff prepare for events in the City and create safer environments to protect people and place.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Approve the application and fees.
2. Refer staff to look at other options for assistance in planning events.

STAFF RECOMMENDATIONS

Staff seeks approval of the Resolution and application.

Attachments:

- a. Proposed Resolution
- b. Event Application

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2023Rxxx

A RESOLUTION OF THE CITY OF FORT LUPTON APPROVING THE EVENT APPLICATION AS A GUIDE FOR PLANNING EVENTS ON PUBLIC PROPERTY WITHIN THE CITY AND APPROVING THE APPLICATION FEES

WHEREAS, Staff created an event application packet to provide for a smooth experience and efficient planning process for public events;

WHEREAS, Event Planners will be provided with an understanding of requirements associated with hosting an event in the City of Fort Lupton; and

WHEREAS, City's priority is to protect people and place. This includes event organizers, vendors and attendees, public property, public organizations, businesses, taxpayers, and the environment; and

WHEREAS, the application focuses on Liability, Health and Safety, Electrical, Power and Fire Safety, Environmental Impacts, and Community Impact; and

WHEREAS, the application also establishes two (2) fees. A \$100 non-refundable application fee that exempts nonprofit organizations; and a \$100 Public Works inspection fee; and

WHEREAS, the Public Works Department will inspect that the fencing/barricades are set up and removed at the indicated areas and at the indicated time; and

WHEREAS, all other fees within the application have been set by Resolution of the City Council; and

WHEREAS, the final version of the Event Application has been submitted to City Council for review and support, and

WHEREAS, City Council and staff understand that the Event Application may be amended from time to time as determined necessary and that any significant changes will be presented to City Council prior to going into effect, and

WHEREAS, City Council recognizes that the Event Application will help staff prepare for events in the City and create safer environments to protect people and place.

NOW, THEREFORE, BE IT RESOLVED by the Fort Lupton City Council that full support is given to the Event Application to establish the understanding of requirements for public events and approving the fees for the application and inspections.

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 MARCH 2023.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EVENT PLANNING CHECKLIST

This checklist is intended to help you plan your event and to properly submit all necessary forms. It serves as a guide only. Prior to planning your event, the City of Fort Lupton asks that you consider issues related to the following areas and your event's impact on the City's general functions, including emergency responders' access to roads, neighbors affected by ongoing noise and street closure impacts on businesses. The City may suggest alternatives to decrease any negative impacts. Feel free to email cromano@fortluptonco.gov and discuss your plans prior to reserving a location and applying for a permit.

Fees: The City of Fort Lupton charges the following Event Application fees. Not all fees listed may be applicable to your event. The Events Coordinator will be able to assist you in determining which fees will be applicable to your event. All fees should be submitted at the time of application. Please make checks payable to the City of Fort Lupton.

		Total
Application Fee:		
☐ Event Permit Application Fee (not refundable; no fee for non-profit organizations):	\$100	
Park Usage Rental Fees:		
☐ Public Works Department Inspection Fee: Event holder must supply staff to be present for fencing/barricade set up and take down. Public Works will inspect that fencing/barricades are set and removed at the indicated areas.	\$100	
Park Reservation Fees: ☐ Koshio Park (1 st & McKinley) - Gazebo, Electricity Available ☐ Railroad Park North (1 st & Pacific) - Gazebo, 3 Tables ☐ Railroad Park South (1 st & Pacific) - 1 Table ☐ Community Center Park Shelter 1 - Southeast, 1 Table ☐ Community Center Park Shelter 2 - Northeast, 1 Table ☐ Community Center Park Shelter 3 - Northwest, Gazebo w/8 Tables, Electricity Available ☐ Community Center Park Shelter 4 Southwest, Gazebo w/6 Tables, Electricity Available	\$65 per shelter per day	
Other		
☐ Special Event Liquor Permit: If you are a qualifying organization and would like to sell or serve alcoholic beverages to attendees of your event, you must apply for a Special Event Liquor Permit with the City Clerk	\$100 application fee	
☐ Fort Lupton Police Department: Event planners may be required to provide security at events. Number of security officers required at event without liquor permit _____ Number of security officers required at event with liquor permit _____	# of security officers	
Total Fees Due at Application Submission:		

Event Application (Form 1): All event planners are required to submit the Event Application.

Site Plan: Please attach a detailed drawing that shows the layout of the event as close to scale as possible. The site plan should include:

- **Overall Plan:** An outline of the entire event venue including the names of all streets or areas that are part of the event.
- **Event Components:** Identification of all event components including stages, platforms, bleachers, canopies, tents, beer gardens, cooking areas, trash containers and dumpsters, temporary structures, and entrance and exit locations.
- **Electrical:** Include generator locations and/or electricity sources.
- **Restrooms/Portable Toilets:** Event planner must provide bathroom access. You must specify where these restroom facilities will be located on your event site plan and whether they are gender specific and handicap accessible. If you are hosting an event at a City park that has restrooms, please also mark those on your site plan.
- **Fencing/Barricades:** The location of fencing, barriers and/or barricades. Indicate any removable fencing/barricades for emergency access. Remember to provide for a minimum of 20-foot emergency access lanes throughout the event venue.
- **First Aid/Medical:** The location of first aid facilities, ambulances and lost child station, if applicable.
- **Vendors:** Detailed location of all vendor booths, including food vendors and mobile food trucks.
- **Parking:** Attach a parking plan that establishes where attendees will be directed to park their vehicles.
- **Handicapped Accessibility:** Event holders must establish ADA compliant ways for handicapped persons to park, access the event and ADA accessible restrooms, and note them on the event site plan.

Event Rules & Regulations (Form 2): All event holders are required to read and sign a Rules & Regulations form.

Park Shelter Agreement (Form 3): All event holders using a city park or facility must read and sign the agreement.

Certificate of Insurance: All event holders must provide the City of Fort Lupton with a certificate of general liability insurance policy covering claims that may arise during the event, including participant and spectator liability. The policy must have a minimum limit of \$1,000,000 per occurrence and must name the City of Fort Lupton as additionally insured. Because this often is a lengthy process, the City will accept your application and begin the review process pending receipt of proof of insurance no later than 30 days prior to the event.

The responsible organization/individual shall indemnify and hold harmless the City, its officers, officials, employees and insurance pool from and against any and all damage and loss to person or property and shall defend the City from any and all claims, demands, suits, actions or proceedings of any kind, including costs of actions and reasonable expert fees and attorney fees incurred by the City in any way resulting from or arising out of the event.

A copy of the policy or appropriate insurance certificate shall be provided to and approved by the City as a condition of the event being approved. Send certificates of insurance and copies of policy endorsement to certificate holder: City of Fort Lupton - 130 South McKinley Ave - Fort Lupton, CO 80621,
Email: cromano@fortluptonco.gov

Sanitation and Waste Management Plan (Form 4): The City of Fort Lupton recommends two (2) chemical or portable toilets for every 250 people. This figure is based upon the maximum number of attendees at your event during peak time. We are requiring a minimum of 10 percent (10%) of portable toilets, but never less than one (1) unit must be accessible. Further, the ADA Standards require when clusters of portable units are provided at various locations around the event site, at least one unit in each cluster must be accessible. Accessible units should be located on an accessible route and equipped with all the accessible elements such as maneuvering space, grab bars, toilets paper dispensers within reach, etc. In addition, the International Symbol of Accessibility must be posted on the units that are accessible.

Emergency Services Plan (Form 5): All applicants must provide a plan highlighting emergency access routes and a plan to mitigate fire, weather and medical emergencies. The Fort Lupton Fire Protection District shall receive a copy of the submittal. If the Fire District deems it necessary due to the number of people expected to attend the event, the event planner shall be required to provide dedicated EMS services to cover the event. For more information, call 303-857-4603.

Parade & Race (Form 6): All events that include a parade or race (foot, bike or any other) must submit a Parade and Race form.

Temporary Street Closure (Form 7): For events requiring street closures, planning street activities or requiring public parking to be blocked off, applicants must submit a Temporary Street Closure Request form.

Buildings, Temporary Structures & Power Sources (Form 8): Any event involving the placement of any temporary structure (including stages or bleachers) or installing any power-generation source (generator) may require a permit from the City or the Fort Lupton Fire Protection District.

Entertainment & Vendors (Form 9A): All events that include vendors, entertainment or amplified sound must submit an Entertainment and Vendors form.

Food Vendors: The event planner is responsible to make sure all food vendors are properly licensed through Weld County Public Health. For information on obtaining a license call 970-304-6415 or visit [Food-Vending-at-Events](#)

Mobile Food Vendors (food truck): The event holder is responsible to make sure all mobile food vendors are properly licensed through the public health department. Any mobile license from the City and County of Denver is not valid outside of Denver. Therefore, the vendor will need to apply with another public health department. The event holder is also responsible to make sure all mobile food vendors are properly inspected through the Fort Lupton Fire Protection District. For information on inspections, call 303-857-4603.

Amplified Sound – Noise, Unreasonable Ordinance (Fort Lupton Municipal Code 10-261): The City of Fort Lupton noise ordinance applies to all events utilizing amplified sound. During the event, City law enforcement officers must be allowed access for purposes of monitoring sound levels. The Event Application shall reflect whether amplified sound will be used during the event. The approval of an Event Application is not an authorization to violate the City's noise ordinance. Members of the police department are empowered to make a prima facie determination as to whether a noise is unreasonable. If a complaint occurs, authorities will contact the event planner. The event planner is cautioned to use amplified sound responsibly.

Event Vendor List (Form 9B)

Sales Tax License – Retail Vendor Sales: The City of Fort Lupton and the State of Colorado mandate full tax license compliance prior to approval of this event. If your event includes food or retail sales of any kind, you must collect a copy of all vendors' current sales tax licenses and provide them with the application to remit all sales tax to the State of Colorado. The City of Fort Lupton is a statutory City with the State of Colorado, meaning that all sales tax for both the City of Fort Lupton (4%), Weld County (0%), and the State of Colorado (2.9%) must be remitted to the state.

Security (Form 10): The police department reserves the right to specify the need for and number of security personnel required at an event. The police department will review all event applications for required security arrangements. The safety of the community and attendees are always of primary concern. Additional fees may apply and will be invoiced by the police department.

Hazardous Conditions (Form 11): Events that include firearms or weapons, open burning or other hazardous conditions must include a Hazardous Conditions form with the application

Signature Page (Form 12): The event planner must acknowledge all information has been submitted and will comply with rules, regulations and ordinances of the City of Fort Lupton and the State of Colorado.

Special Event Liquor Permit: If you are a qualifying organization and would like to sell or serve alcoholic beverages to attendees of your event, you must apply for a Special Event Liquor Permit with the City Clerk.

Property Use Permission/Agreement: If your event includes the use of facilities or property that belongs to another individual, entity, municipality, county or business, please attach a copy of your permission letter or agreement for said use.

Americans with Disabilities Act (ADA) Requirements: Applicants are expected to make every effort to follow ADA guidelines to accommodate and maintain access for people with disabilities. This may include providing a clear path of travel to and on sidewalks, curb-cuts and restrooms; as well as maintaining already designated parking and accessibility to portable restrooms. The following resources are available for more information regarding ADA requirements:

Rocky Mountain ADA Center - ADAInformation.org

800-949-4232

**Please return all applications and supporting documents to Christy Romano, Events Coordinator at
203 S. Harrison Ave., Fort Lupton, CO 80621
720-928-4071 cromano@fortluptonco.gov**

EVENT APPLICATION – Form 1

Event Name: _____

Event Date: _____ Start/End Times: _____

Event Description: _____

APPLICANT:

Organization or Applicant Name: _____

Event Planner/Contact Person: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ Fax: _____

Email Address: _____

Organization and/or Event Website: _____

Contact On-Call During Event: _____ Cell: _____

EVENT LOCATION: _____

The applicant requests to reserve exclusive use of the following City of Fort Lupton park or facility if available, fees apply:

- | | |
|--|--|
| ☐ Koshio Park (1 st & McKinley) | <i>Gazebo, Electricity Available</i> |
| ☐ Railroad Park North (1 st & Pacific) | <i>Gazebo, 3 Tables</i> |
| ☐ Railroad Park South (1 st & Pacific) | <i>1 Table</i> |
| ☐ Community Center Park Shelter 1 | <i>Southeast, 1 Table</i> |
| ☐ Community Center Park Shelter 2 | <i>Northeast, 1 Table</i> |
| ☐ Community Center Park Shelter 3 | <i>Northwest, Gazebo w/8 Tables, Electricity Available</i> |
| ☐ Community Center Park Shelter 4 | <i>Southwest, Gazebo w/6 Tables, Electricity Available</i> |

With your park rental, the following items are included. Any additional items will be at the expense of the event planner.

- Use of existing park trashcans. Event planner must supply staff to empty any additional garbage cans and/or dumpsters rented by the event planner.
- Use of picnic tables, if applicable.
- Use of restrooms, if applicable. Restrooms will be cleaned prior to event by City staff. Additional portable restroom units, if required, are the event planner's responsibility and will not be maintained by City staff.

- Use of electrical outlets, if applicable. Any needed power boxes or cords must be rented through a rental company and will be the expense of the event planner.

☐ Event planner requests the City of Fort Lupton to turn off the park sprinkler system for this event.

EVENT DETAILS:

What time will set up for the event begin? _____ What time will tear down be complete? _____

Number of event/volunteer staff: _____ Number of attendees expected: _____

Parking spaces recommended (total attendance divided by 3): _____

COMMUNITY/NEIGHBORHOOD NOTICE:

Please outline your plan for notifying the community, neighborhoods and media for your event.

REQUIRED DOCUMENTS, FORMS AND/OR FEES:

Event Application FORM 1
 Event Rules & Regulations FORM 2
 Submit Site Plan with required information Site Plan
 Submit a Certificate of Insurance naming the City of Fort Lupton as Additionally Insured ... Certificate of Ins.
 Submit appropriate fees made payable to the City of Fort Lupton Application fees
 Submit Sanitation and Waste Management Plan FORM 4
 Submit Emergency Services Plan FORM 5
 Signature Page FORM 12

REQUIRED SUPPLEMENTAL INFORMATION *(For all YES responses, please submit the corresponding forms listed)*

Will your event be held at a City park?	☐ No	☐ Yes FORM 3
Will your event include a parade or race?	☐ No	☐ Yes FORM 6
Will your event require street closures?	☐ No	☐ Yes FORM 7
Will your event use tents/canopies/electricity/stage?	☐ No	☐ Yes FORM 8
Will there be any amusement equipment? (climbing wall, bounce house, etc.)	☐ No	☐ Yes FORM 8
Will your event include food or retail vendor sales?	☐ No	☐ Yes FORM 9A & B
Will amplified sound be used during the event?	☐ No	☐ Yes FORM 9A
Will your event require police officer patrol?	☐ No	☐ Yes FORM 10
Will your event include fireworks, open fires or hazardous materials?	☐ No	☐ Yes FORM 11

EVENT RULES & REGULATIONS – Form 2

Event Name: _____

The responsible organization and Event Planner, as a condition of being granted an event permit within the City of Fort Lupton (“City”), agrees to abide by the following rules, regulations and conditions established by the City as follows:

1. The services and activities provided by the event are those of an independent entity and not as an employee, officer, official or agent of the City.
2. The responsible organization shall indemnify and hold harmless the City, its officers, officials, employees and self-insurance pool from and against any and all damage and loss to person or property and shall defend the City from any and all claims, demands, suits, actions or proceedings of any kind, including costs of actions and reasonable expert fees and attorney fees incurred by the City in any way resulting from or arising out of the community event. This provision shall not and is not intended, in any way or manner, to waive or cause the waiver of the defenses or limitations on damages provided by the Colorado Government Immunity Act, Section 24-10-101 et seq., Colorado Revised Statutes, the Colorado Constitution, or the common law or laws of the United States or Colorado.
3. The responsible organization shall procure and maintain, at its own costs, liability insurance in the amount of not less than \$1,000,000 against all claims, demands and other obligations incurred by the event planner in its performance of the community event. Such insurance shall be in addition to any other insurance requirements imposed by law. The City of Fort Lupton must be listed as additionally insured on the policy. The responsible organization or event planner shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section 2 of these “Rules” by reason of its failure to procure or maintain insurance in insufficient amounts, durations or types. A copy of the policy shall be provided to the City and approved by the City as a condition of the event being approved.
4. The responsible organization, if holding the event on City property shall, upon conclusion of the event, return the site to its pre-event condition immediately.
5. The City of Fort Lupton cannot guarantee availability of public property for events. If two or more events plan to use the same City property on the same date, City staff will strive to accommodate each event by working with the organizers to find alternative locations or dates.
6. The City of Fort Lupton cannot issue permits or approve activities on behalf of other jurisdictions, such as the Weld County Health Department, Weld County, Emergency Medical or Fort Lupton Fire Protection District. It is the responsibility of the organization or event planner to secure the necessary approval from other entities and to demonstrate said permission to the City of Fort Lupton.

PARK SHELTER AGREEMENT – Form 3

*Rental Agreement and payment assures the applicant has use of the selected shelter on the day requested.
Shelters are available for use from 10 a.m. to dusk daily.*

Renter Name: _____ D.O.B (must be 18yrs or older): _____

Street Address: _____

City: _____ State: _____ Zip: _____

Primary Phone: _____ Secondary Phone: _____

Email: _____

Company Name (if applicable): _____

Date Requested: _____ Electricity Needed: YES _____ NO _____

Shelter Requested (please select below):

Shelter Permit will be posted by the Parks Department

- ☐ Koshio Park (1st & McKinley) Gazebo, Electricity Available
- ☐ Railroad Park NORTH (1st & Pacific) Gazebo, 3 Tables
- ☐ Railroad Park SOUTH (1st & Pacific) 1 Table
- ☐ Community Center Park Shelter 1 Southeast, 1 table
- ☐ Community Center Park Shelter 2 Northeast, 1 table
- ☐ Community Center Park Shelter 3 Northwest, Gazebo w/ 8 tables, Electricity Available
- ☐ Community Center Park Shelter 4 Southwest, Gazebo w/ 6 tables, Electricity Available

RESERVATION FEE: **\$65.00 (per shelter per day)**

Park Shelter Regulations and Rules

- Renter understands that **NO ALCOHOLIC BEVERAGES** are allowed in the park or parking lots unless a Special Event Liquor Permit has been obtained.
- Renter understands that no stakes or items put into the grass are allowed without prior approval from the Parks Department.
- If water or electrical lines are punctured or damaged, the Event Planner will be liable for all costs and repairs.
- Motor vehicles on parks is prohibited unless prior approval is given by the Parks Department. This includes all walkways and grassy areas.
- Event Planner is responsible for cleaning the area and the facilities used following the end of the event. All trash must be removed from the premises.
- The City reserves the right to cancel events if weather conditions would deem the area unsafe.
- All reservation fees and completed agreement are due at time of reservation.
- Renter must keep permit in possession during the event.
- For emergencies, please call the Parks on call phone number at 303-994-6950.

SANITATION & WASTE MANAGEMENT PLAN – Form 4

Event Name: _____

Event Date: _____ Location: _____

All event applications must include a sanitation and waste management plan that identifies contractors utilized for portable restrooms and trash removal as a condition of the approval of the event.

RESTROOMS

The City of Fort Lupton recommends two (2) chemical or portable toilets for every 250 people. This figure is based upon the maximum number of attendees at your event during peak time. We are requiring a minimum of 10 percent (10%) of portable toilets, but never less than one (1) unit must be accessible. Further, the ADA Standards require when clusters of portable units are provided at various locations around the event site, at least one unit in each cluster must be accessible. Accessible units should be located on an accessible route and equipped with all the accessible elements such as maneuvering space, grab bars, toilets paper dispensers within reach, etc. In addition the International Symbol of Accessibility must be posted on the units that are accessible.

How many portable restrooms are being ordered? _____ When will they be delivered? _____

When will they be picked up? _____

Name of Vendor: _____

Contact: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

TRASH

How many trash containers will be used? _____ How often do you plan to empty them? _____

Where will trash be deposited when containers are emptied? _____

How do you plan to manage trash for this event?

☐ Staff and/or volunteers

☐ Contract with a company Name of Company: _____

Contact: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Describe your plan for cleanup and removal of waste during and after your event: _____

EMERGENCY SERVICES PLAN – Form 5

Event Name: _____

Event Date: _____ Location: _____

All events must provide a plan highlighting emergency access routes and a plan to mitigate fire, weather and medical emergencies. Emergency access routes must be noted on the site plan.

Have you provided access for emergency responders in your site plan drawing?

☐ Yes☐ No

Have you hired a professional emergency medical services provider to manage your event?

☐ Yes☐ No

If yes, please provide company information.

Name of Company: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact: _____ Phone: _____

Will there be any on-site first aid or ambulances?

☐ Yes☐ No

If yes, please note location on your site plan.

Describe your plan for handling an emergency (attached additional pages if needed).

PARADE & RACE – Form 6

Event Name: _____

Event Date: _____ Location: _____

Parade and/or race route maps must be included with this application, including the start route and ending locations. Hand drawn maps are not recommended. If you must hand draw your map, it must be legible.

PARADE

Participants: Number and type of motor vehicles/floats: _____

Number and type of mounted animals: _____

Number of total entries: _____

- Vehicles towing trailers are not considered floats.
- No vehicles or floats can exceed a height of 12 feet or length of 45 feet.
- Throwing items or candy is prohibited. Such items or candy may be handed to children by persons walking along the sides of the parade unit. Please use caution in the interest of safety for the viewing audience.
- No shooting Silly String or water guns from vehicles or floats.
- Alcoholic beverages, drugs and tobacco are forbidden on any float, in any vehicle or by any participant. Participants consuming these prior to or during the parade will be removed from the lineup. All City codes and Colorado state statutes concerning the consumption of alcoholic beverages will be strictly enforced by the police before, during and after the parade.
- Drivers of any and all vehicles in the parade areas must possess a valid driver's license and possess all liability vehicle insurance.
- Exhibitions of speed or reckless driving, (wheelies, peeling out, burnouts, etc.) are not permitted.

RACE

Participants: Number of pedestrian/foot racers: _____

Number of bicyclists: _____

Number of total participants: _____

Please describe the details of the race: _____

TEMPORARY STREET CLOSURE REQUEST – Form 7

Applications for a Temporary Street Closure request shall contain, at a minimum, the following information and shall provide such additional information and materials as may be requested or required.

STREET CLOSURE REQUEST

- Applicant(s) are responsible for contacting residents affected by the proposed Temporary Street Closure request.
- Applicant must include a map of affected area with application outlining the following:
- Identify the entire venue including the names of all streets or areas to be closed.
- The map must indicate the route and direction of the proposed event.
- Identify the location and type of all temporary traffic control devices and personnel.
- Allow 20-foot emergency access lanes throughout the event venue.

Event Name: _____

Event Date: _____ Location: _____

Affected Intersection(s) of Street Closure Request (attach map of affected area): _____

What portion of the streets and/or sidewalks will the event use (circle one) ALL ONLY a portion

Describe Request: _____

Start Time _____ Finish Time (no later than 9 p.m.): _____

Name of Barricade Company: _____

Barricade Company Contact: _____ Phone of Barricade Company: _____

CONDITIONS

1. Applicant is responsible for contacting residents and businesses affected by the Temporary Street Closure request. A barricade with "Road Closed" signs shall be used to close the street. Applicant(s) are responsible for renting barricades. Barricades must be staffed at all times to answer questions and maintain barricades. Barricades must be movable to accommodate emergency access for police, fire and emergency medical services.
2. Advance notice signs shall be placed at the locations of the street closure shown on the site plan one week prior to the event. Notice signs shall state the time and date of the Event. Signs should be "H" type frame and secured. Tripod frames not allowed. Placement, maintenance and pickup of the sign(s) are the responsibility of the event planner. Applicants are responsible for supplying the No Parking signs.

3. A drive aisle of 20 feet shall be kept clear and open at all times for the entire length of the Temporary Street Closure for use of emergency personnel. The City of Fort Lupton requires all related event set-ups (tables, chairs, toys, etc.) be placed on one side of the street only to allow access for emergency vehicles in the event of an emergency.
4. Event Planner(s) are responsible for cleanup after the Temporary Street Closure or related event.
5. City of Fort Lupton's Noise Ordinance will be enforced. If during the Temporary Street Closure or related event, the City of Fort Lupton determines there is a public safety hazard, law enforcement officers respond on more than one occasion to noise or any complaint related to this event, or if there is a violation of any permit condition, the Event permit will be revoked immediately. Additionally, a ticket may be issued for any nuisance complaints. Upon revocation of this permit, the event planner will be responsible for closing down any related event immediately, ensuring participants vacate the premises, removing barricades and thoroughly removing any related event supplies and trash. The City of Fort Lupton is not responsible for any expenses incurred by the organization or permit planner(s).
6. Event Planner understands that this is a revocable permit, which can be canceled at any time if complaints are received or City or State laws are violated.
7. If law enforcement officers respond to a complaint of noise, or any complaint related to this event, the event planner must immediately identify themselves to the responding officers as the responsible parties. The event planner must cooperate in helping resolve complaints.
8. All applicable City of Fort Lupton Ordinances and regulations have been or will be complied with, in accordance with this Temporary Street Closure permit. The applicant(s) will take responsibility for any violation of City of Fort Lupton laws that occur in relation to the Temporary Street Closure or related event.

ACKNOWLEDGEMENT

As an applicant requesting a temporary street closure, I certify that I have read and understand all of the conditions and procedures that are required in order to obtain permission and I agree to comply with each of those conditions and procedures. I agree to indemnify and hold harmless the City of Fort Lupton, and all City of Fort Lupton officers, employees, agents and representatives, from any claims, liability, court awards, or damages, including the costs of defending such claims, and including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to any person, firm, partnership, or corporation that may arise from the occurrence of the temporary street closure or from any event related to the temporary street closure.

I understand that an Event permit does not authorize violation of City or State laws, except to the limited extent that it allows a street to be temporarily closed in conformity with permit conditions. I also understand that a temporary street closure does not excuse failure to comply with orders of law enforcement personnel, firefighters or other emergency workers, and that it does not provide immunity from civil claims of third parties that are based upon damages occurring at, or in conjunction with, a temporary street closure or from related events.

I affirm, under penalty of perjury, that the statements and representations made in connection with this application are true to the best of my knowledge. I have read, understand and agree to the temporary street closure requirements.

_____ (Initials)

BUILDING, STRUCTURES & POWER SOURCES – Form 8

Event Name: _____

Event Date: _____ Location: _____

Additional fees may be applicable based on review by the Fort Lupton Building Department and Fort Lupton Fire Protection District.

Building permits and/or inspections may be required whenever the Fort Lupton Building Inspector or the Fort Lupton Fire Protection District deems it necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems in accordance with the International Building Code.

Tents and other equipment may not be staked into the ground without prior approval from the Parks Department. Any damage, including damage to the sprinkler lines, is the responsibility of the permit holder.

Fire extinguishers are required for each tent.

Will your event include any site-built structure/tent/canopies greater than 400 square feet?

☐ Yes ☐ No

What size is the tent(s) you plan to use? _____

Will your event include any site-built structure/tent/canopies open to the public?

☐ Yes ☐ No

Will your event include any stages, platforms and/or bleachers?

☐ Yes ☐ No

Name of Vendor: _____

Contact Name: _____ Phone: _____

Will your event include any electrical work utilizing site-construction equipment or wiring?

☐ Yes ☐ No

Will your event include any electrical equipment or work utilizing in excess of 120 volts?

☐ Yes ☐ No

Will your event include any amusement equipment, i.e. carnival, bounce houses, climbing wall?

☐ Yes ☐ No

ENTERTAINMENT & VENDORS – Form 9A

Event Name: _____

Event Date: _____ Location: _____

ENTERTAINMENT

The City of Fort Lupton’s noise ordinance applies to all events utilizing amplified sound. The Event Application form shall reflect whether amplified sound will be used during the event. The approval of an Event Application is not an authorization to violate the City’s noise ordinance. Members of the police department are empowered to make a prima facie determination as to whether a noise is unreasonable. If a complaint occurs, authorities will contact the event planner. Event participants are cautioned to use amplified sound responsibility.

Will amplified sound be used at the event?

- ☐ Yes ☐ No

If yes, start time: _____ Finish time: _____

Are there any musical entertainment features to the event?

- ☐ Yes ☐ No

Number of performers/bands: _____

Describe your plan for maintaining acceptable decibel/sound levels: _____

VENDORS

The City of Fort Lupton and the State of Colorado mandate full tax license compliance prior to final approval of this event. If your event includes food or retail sales of any kind, you must collect a copy of all vendors’ current sales tax license and provide them with the information to remit all sales tax to the State of Colorado. The City of Fort Lupton is a statutory City with the State of Colorado, meaning that all sales tax for both the City of Fort Lupton of 4%, Weld County of 0%, and the State of Colorado of 2.9% must be remitted to the state.

Will there be business/retail vendors at the event?

- ☐ Yes ☐ No

Will there be food or beverage vendors at the event?

- ☐ Yes ☐ No

The event planner is responsible to make sure all food vendors are properly licensed through the [Weld County Health Department](#). For information on obtaining a license, call 970-400-4000.

SPECIAL EVENT VENDOR LIST–Form 9B

(This page may be duplicated if needed)

Event Name: _____ Event Date: _____

Vendor Name	Contact Name	Fort Lupton Business License #	State Sales Tax Number	Mailing Address	City	State	Zip	Phone #

EVENT SECURITY – Form 10

Event Name: _____

Event Date: _____ Location: _____

The City of Fort Lupton Police Department reserves the right to specify need for any number of security officers required at an event based on the chart below.

The safety of the community and attendees are always of primary concern. Additional factors such as: time of day, anticipated crowd size, availability of alcohol, traffic impacts, and others, may require additional security officers beyond the suggested minimum.

Estimated Participants	# of Security Officers Required - Event w/Liquor Permit	# Security Officers Required - Event without Alcohol
Up to 250	2	0
250 to 500	Determined by Chief of Police	0
501 +	Determined by Chief of Police	0

If you intend to sell or serve alcoholic beverages to attendees, you must obtain a Special Event Liquor Permit. Contact the City Clerk at cityclerk@fortluptonco.gov or 303-857-6694.

To make a decision about event security, it is important that the Fort Lupton Police Department has the following information.

- ☐ A map showing in detail the boundaries of the area you are requesting be part of the permitted area for alcohol possession and service. This can be a copy of the map or site plan being submitted for the Special Event Liquor Permit, but it must be submitted as an additional attachment.
- ☐ Provide a detailed description of how you as the event planner plan to delineate the boundary of the permitted area so that those in possession of alcohol are aware of the boundaries.
- ☐ Provide a detailed description of how you as the event planner will prevent those in possession of alcohol from leaving the permitted area while in possession of alcohol, as well as how you will otherwise prevent the transfer of alcohol to areas outside the boundary.

HAZARDOUS CONDITIONS – Form 11

Event Name: _____
Event Date: _____ Location: _____

The Fort Lupton Fire Protection District is part of the City of Fort Lupton event review process. All events applications are reviewed for overall public safety in accordance with the requirements of the 2018 International Fire Code adopted as amended, as the fire code of the City of Fort Lupton.

APPLICANT

Organization or Applicant Name: _____
Event Planner/Contact Person: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Email Address: _____

Do you plan to use, install, operate or conduct any of the following at your event?

- ☐ Erect and use a temporary tent greater than 400 square feet
- ☐ Open burning (bonfires, cooking, etc.)
- ☐ Using open flame torches or candles
- ☐ Fire arms or weapons
- ☐ Fireworks

The Fort Lupton Fire Protection District will contact you to go over additional paperwork that may be required.

Fort Lupton Fire Protection District provisions: _____

SIGNATURE PAGE – Form 12

EVENT APPLICATION – Form 1

_____ I acknowledge that the information contained in this application is true, correct and complete to the best of my knowledge.

EVENT RULES AND REGULATIONS – Form 2

_____ This is a contract. By initialing, you affirm you have read and agree to the terms and conditions as stated and are responsible for the rental and use of the requested facilities.

PARK SHELTER AGREEMENT – Form 3

_____ This is a contract. By initialing, you affirm you have read and agree to the terms and conditions as stated and are responsible for the rental and use of the requested facilities.

SANITATION & WASTE MANAGEMENT PLAN – Form 4

_____ By initialing, I hereby attest that I have notified the City of Fort Lupton of my sanitation and waste management plan for the event I am organizing.

EMERGENCY SERVICES PLAN – Form 5

_____ By initialing I hereby attest that I have notified the City of Fort Lupton of my emergency services plan for the event I am organizing.

PARADE & RACE – Form 6

_____ By initialing, I hereby attest that I have notified the City of Fort Lupton of my parade and race plans for the event I am organizing.

TEMPORARY STREET CLOSURE REQUEST – Form 7

_____ By initialing, I have read and understand the acknowledgement of Form 7

BUILDING STRUCTURE & POWER SOURCES – Form 8

_____ By initialing, I hereby attest that I have notified the City of Fort Lupton of any conditions that may cause need for a Building Inspection by checking off all of the conditions above that apply to the event I am organizing.

ENTERTAINMENT & VENDORS – Form 9A

_____ By initialing, I hereby attest that I have notified the City of Fort Lupton of my entertainment and vendor plans for the event I am organizing.

EVENT VENDOR LIST – Form 9B

_____ By initialing, I hereby attest that I will obtain all necessary documents for vendors?

EVENT SECURITY – Form 10

_____ By initialing, I understand and agree to the conditions as set forth by the police department and any other conditions deemed appropriate.

HAZARDOUS CONDITIONS – Form 11

_____ By initialing, I understand my application will be forwarded to the Fort Lupton Fire Protection District for review.

I have provided the correct information for the event in which I am planning. I agree that I have read and understand the conditions of the Events Application from the City of Fort Lupton. I understand that I must respond in a timely manner to requests for additional information and be available to meet with staff regarding any questions surrounding my event application. Failure to meet any requirements set forth by City staff may result in the delay of approval or the denial of this application. The City reserves the right to revoke and or terminate the special events permit for failure to comply with rules, regulations or ordinances of the City of Fort Lupton or the State of Colorado.

Event Planner: _____

Event Planner Signature: _____

Date: _____



SUBJECT FOR DISCUSSION

Accepting a Proposal from Dean Contracting for the Construction of the Community Center Park Fence Extension South of Community Center Park to County Road 12 for an Amount not to Exceed \$27,616.00 to be Paid from the Parks Department Account

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Recreation Department would like to start the project of the Community Center Park Fence Extension located south of Community Center Park to County Road 12. The materials and work would be completed by Dean Contracting for an amount not to exceed \$27,616.00. The project was budgeted for \$50,000.

Staff opened a request for bids for this project which closed on March 6, 2023. 11 bids were submitted. Dean Contracting was the low bid. Staff contacted references which were all positive reviews. The bid was for 1,075 liner feet of 8 foot chain link fencing (9 gauge mesh) using 3" terminal posts, 2 3/8" line posts along with all furnishes (matching existing fence).

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

FINANCIAL CONSIDERATIONS

The Community Center Park Fence Extension project was budgeted in the Parks Department account for the amount of \$50,000. The construction of the fence extension would be completed by Dean Contracting for an amount not to exceed \$27,616.00.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Request for bid closed on March 6, 2023, we only had 11 bids submitted. Staff could look at high bids to complete project.

STAFF RECOMMENDATIONS

Staff recommends to approve the construction of the Community Center Park Fence Extension south of Community Center Park to County Road 12 for an amount not exceed \$27,616.00 by Dean Contracting.

Attachments:

- a. Design/Build Construction Agreement
- b. Exhibit A (request for bid, scope of work)
- c. Exhibit B (Dean Contracting Bid)
- d. Exhibit C (Warranty)
- e. Notice of Award
- f. Site Map

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



**Community Center Park
Fence Extension**

Construction Agreement

This Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter “City”) and **Dean Contracting Incorporated** (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 **May 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 **\$27,616.00**, 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: _____

REQUEST NO.
FTL2022-002



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

DATE: February 22, 2023

THIS DOCUMENT CONTAINS GENERAL INFORMATION FOR THE PURCHASING PROCESS OF THE CITY OF FORT LUPTON. NOT ALL ITEMS MAY BE APPLICABLE.

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 Fence Extension

- B. A pre-bid meeting will be held on **Monday, March 6, 2023 at 9:00 A.M.** 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 **Wednesday, March 8, 2023 at 5:00 P.M.** Answers will by 5:00 P.M. Thursday, March 9, 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: **Monday, March 13, 2023 @ 2:00 P.M.**
- E. City Council will address this acquisition on **Tuesday, March 21, 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 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, **"I hereby waive my right to a sealed bid"**.



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

Project will be to extend existing chain link fence line located at Community Center Park (203 South Harrison Ave, Fort Lupton, CO 80621) south to CR 12. Work on this project includes, but is not limited to, providing all skill; labor, material, and equipment for the construction of 1,075 liner feet of 8 foot chain link fencing (9 gauge mesh) using 3" terminal posts, 2 3/8" line posts along with all furnishes. Fence needs to be braced at least every 300'. Included in the bid should be the removal and disposal of any existing fence.

- A. Exhibit A shows location of project.
- B. Installation will be performed consistent with manufacturer's recommended guidelines.
- C. All work will be coordinated with City's representative.
- D. Contractor shall be responsible for all locates prior to installation. The City will be responsible for site survey.
- E. 1 year warranty on fence installation and workmanship is required.
- F. 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* and these Special Provisions.
- G. 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 Fence Extension*** 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.# _____

EMAIL ADDRESS _____

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



Commercial/Industrial Fence Contractors

Licensed-Bonded-Insured

4900 Goodman Street

Timnath, CO 80547

PROPOSAL

Phone: 970-686-0351 • Fax: 970-686-5630 • Email: cole@deancontracting.org

Date: 3-13-23

To: City of Fort Lupton

Attn: Doug Cook

Project: Community Center Park Fence Extension

Quote: Furnish labor and material necessary to construct 1075' of 8'h chain link fence as follows:

- 9ga. chain link fabric
- 2 7/8" SS-40 Terminal posts set in 12" x 36" piers
- 2 3/8" SS-40 line posts set in 12" x 36" piers
- 1 5/8" SS-40 top and brace rail
- 7 ga. coil spring bottom tension wire
- All material to be galvanized

Please see accompanying specs and shop drawing.

Total Quote : \$ 27,616.00

Please call with questions.

Respectfully Submitted,

Cole Dean

Dean Contracting Inc

970-222-7714

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 Fence Extension*** and deliver to the City of Fort Lupton as set forth in the following schedule:

Cost \$ 27,616⁰⁰

Other \$ -0-

GRAND TOTAL \$ 27,616⁰⁰

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

FIRM DEAN CONTRACTING INC. BY Cole Dean - Cole Dean

BUSINESS ADDRESS 9900 GOODMAN RD. TITLE PRESIDENT

CITY, STATE, ZIP CODE TEANAH, CO 80547 DATE 3/13/23

TELEPHONE NO. 970-686-0351 FAX NO. 970-686-5630 TAXPAYER I.D.# _____

CELL: 970-222-7714

EMAIL ADDRESS COLE@DEANCONTRACTING.ORG.

DOES YOUR BID MEET OUR SPECIFICATIONS? YES ☒ NO ☐

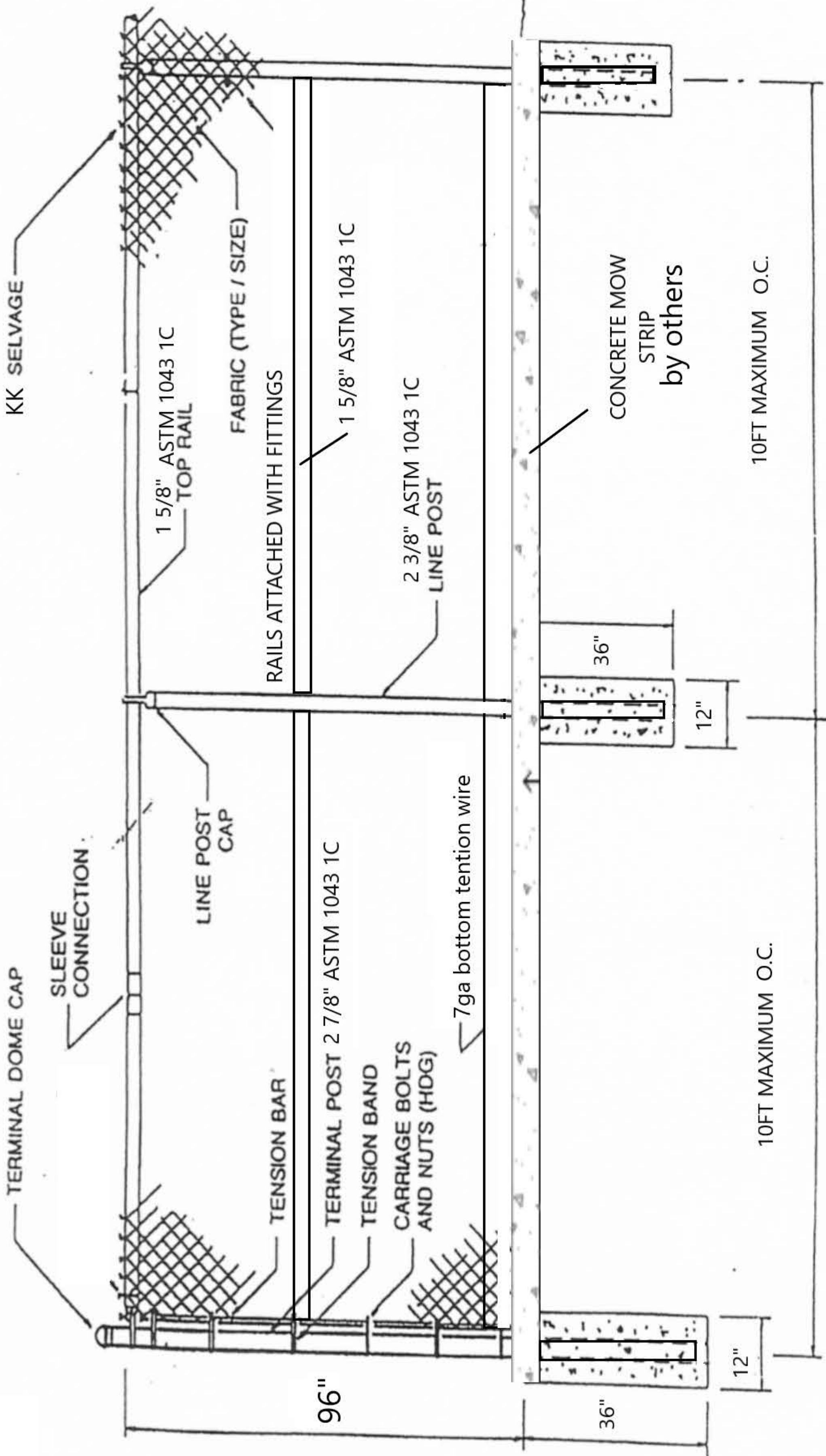
CITY OF FORT LUPTON IS EXEMPT FROM COLORADO SALES TAXES. CERTIFICATE OF EXEMPTION NO.98-02812-0000. CITY OF FORT LUPTON FAX NUMBER IS #303-857-609

INVITATION TO BID

JOB SPECIFICATIONS			
FABRIC	O.D.	GAUGE	SELVAGE
96"	2"	9ga	KK
FRMWRK.	O.D.	WALL	LBS/LFT
TOP RAIL	1 5/8	.111	1.84
LINE POSTS	2 3/8	.130	3.12
BRACE RAIL	1 5/8	.111	1.84
CORNER POSTS	2 7/8	.160	4.64
END POSTS	2 7/8	.160	4.64
GATE POSTS	4"	.160	6.56
GATE FRAME	1 7/8	.120	2.28
GATE TYPE			

NOTES:

all materials to be galvanized



SUBMITTED BY:

SUBMITTED TO:



8FT TALL CHAIN LINK FENCE
ELEVATION

CONTRACTOR

ARCHITECT

ENGINEER

COMPILED BY

DWG. NO.

DATE

SHT. OF



...LIMITED FIFTEEN YEAR WARRANTY...

Effective: January 1, 1997

Southwestern Wire, Inc. ("manufacturer") Warrants:

1. This limited warranty covers chain link fence fabric made from Class III zinc coated wire. Manufacturer specifically warrants:
 - A. That the wire used in the manufacture of this product meets the specifications set forth by the American Society for Testing and Material (ASTM) A817-91 for Class III zinc coated carbon wire; and
 - B. That the Fence Fabric is guaranteed for a period of fifteen years against failure resulting from natural red rust or corrosion under normal light commercial or residential conditions. Failure is defined as structural failure of the wire resulting in loss of specific tensile strength or fracture of the wire.

IN NO EVENT WILL THE MANUFACTURER BE LIABLE FOR:

- Damage resulting from abnormal use, abuse, neglect, fire, flood, accident or Act of God.
- Accelerated corrosion resulting from atmospheres or abnormally harsh environments such as: chemicals, salt spray, animal waste and other known or unknown chemical or organic corrosives.
- The cost of installation, removal or re-installation of this product.

2. FOR BREACH OF ANY WRITTEN OR IMPLIED WARRANTY ON THIS PRODUCT, THE PURCHASER IS LIMITED TO THE FOLLOWING DAMAGES: repair or replacement cost as stated in Paragraph 5 below. NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

3. This limited warranty extends exclusively to the original purchaser of the warranted product. The term of this warranty begins on the original date of purchase by the purchaser and continues for a period of fifteen years.

4. In the event of a defect, or other failure of the product not caused by any misuse or damage to the product while in the possession of the purchaser, the Manufacturer will remedy the failure or defect, without charge to the purchaser, within 60 days. The remedy will consist of repair or replacement of the product, or refund of the purchase price, at the Warrantor's option. However, the Warrantor will not elect refund unless it is unable to provide replacement, and repair is not commercially practicable or cannot be made with the time for performance.

5. If this product or one of its component parts contains a defect or malfunction, the purchaser shall notify Manufacturer in writing at P.O. Box CC, Norman, OK 73070, describing the defect or malfunction and providing copies of the original sales receipt and tag from the defective or malfunctioning fabric. After a reasonable number of attempts by the Manufacturer to remedy the defect or malfunction, the purchaser is entitled to either a refund or replacement of the product or its component part or parts, at the election of the purchaser. The Manufacturer reserves the right to inspect and/or test any product claimed to be defective. Before the purchaser is entitled to the remedies referred to herein for breach of warranty, the Manufacturer must determine to its satisfaction that the product is (a) Product made by the Manufacturer; and (b) defective.

6. As a condition to enforcement of this limited warranty, to obtain performance of any obligation under this warranty, the purchaser shall:

- A. Complete the pre-addressed Warranty Registration card and return it to Southwestern Wire, Inc.
- B. Keep the original sales receipt for proof of purchase; and
- C. Clip and save the tags on each roll of fabric.

7. This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY.

Cut here

15 YEAR WARRANTY

FENCE FABRIC WARRANTY REGISTRATION

Name: _____ Street: _____

City: _____ State: _____ Zip: _____ Home Phone: _____ Work Phone: _____

Installation Address If Different From Above:

Street: _____ City: _____ State: _____ Zip: _____

Purchased From: _____ Date Purchased: _____ Number of Rolls: _____ Gauge: _____

Zinc Coated (Galvanized) Steel Chain Link Fence Fabric ASTM A 392, Federal specification RR-F-191 Type 1, AASHTO M-181 Type 1

1. PRODUCT NAME

Zinc Coated (Galvanized) Steel Chain Link Fence Fabric

2. MANUFACTURER

Southwestern Wire, Inc.
3505 N. Interstate Dr.
Norman, OK 73070
1-800-348-9473 1-405-447-6900
FAX: 405-447-2830
Email: Sales@southwesternwire.com
URL: <http://www.southwesternwire.com>

3. PRODUCT DESCRIPTION

Basic Use:

Zinc coated (galvanized) steel chain link fence fabric for commercial, industrial, institutional and recreational applications. Zinc coated fabric is contained in various government specifications for use in prison, road, dock, airport, housing, forestry and military uses.

Composition and Materials:

Zinc Coated steel chain link fence fabric is produced by cold-drawing good quality commercial grade steel rod into wire of the appropriate diameter. The steel rod from which the wire is drawn is produced by the open hearth, electric furnace or basic oxygen process.

The zinc coating may be applied before weaving into fabric (GBW) or after weaving into fabric (GAW). Galvanized before weaving (GBW): In a continuous line the wire is cleaned then drawn through a bath of molten zinc. The wire is then passed through various types of wiping stations to produce an even coating around the entire surface of the wire. The wire is then woven into chain link fabric of the appropriate height and mesh. GBW fabric is free and flexible at all joints.

Galvanized after weaving (GAW): The uncoated wire is woven in chain link fence fabric of the appropriate height and mesh size. The coating is produced by passing the woven mesh through a continuous line, which includes cleaning of the fabric. After cleaning, the fabric passes through a molten bath of zinc metal to produce the galvanized coating.

Zinc used to produce the coating conforms to the requirements of ASTM specification B6.

Standards:

ASTMA 392 Zinc-Coated Steel Chain Link Fence Fabric
ASTM F567 Installation of Chain Link Fence
ASTMA 817 Metallic-Coated Wire for Use in Chain Link Fence
ASTM B6 Zinc (Slab Zinc) Federal specification RR-F-191K/1D
Type 1, Fencing, Wire and Post Metal (Chain-Link Fence Fabric)
American Association of State Highway Transportation Officials
M-181 Chain Link Fence, Type 1

4. TECHNICAL DATA

General:

The manufacturer, if requested, will supply samples and certification that all materials furnished fully comply with the appropriate specifications.

Chain Link Fence Fabric:

The base metal of the chain link fence fabric is composed of commercial quality medium-carbon wire. The weight of zinc coating, wire sizes with allowable variances, and wire breaking strength, as shown in **Table 2**, conform to ASTMA817 for the wire size specified. The fabric is zinc coated after weaving (GAW) or before weaving (GBW).

Coating Weight:

Zinc-coated (galvanized) steel chain link fence fabric conforming to ASTM A392 and other specifications referenced above is available in two coating classes with the following minimum coating weights.

Class 1 – 1.2 oz/ft (366 g/m)

Class 2 – 2.0 oz/ft (610 g/m)

GAW and GBW are available in either class. Fabric woven with 11 Gauge and larger wire with mesh sizes less than 1-3/4" must be made with the GBW process.

Sizes:

Galvanized fabric is available in mesh sizes from 3/8 in. to 2 in. (10 mm to 50mm), and in heights from 36 inches to 240 inches (910 mm to 6,100 mm). See **Table 1**.

Unless otherwise specified, chain link fence fabric woven with a 2 inch (50 mm) mesh and 60 inches (1,520 mm) or less in height is knuckled at both selvages; for fabrics 72 inches (1,830 mm) and above the selvages are knuckled at one edge and twisted at the other. All fabrics woven into mesh sizes under 2 in. are knuckled at both selvages.

5. INSTALLATION

Install chain link fence fabric in accordance with ASTM Practice 567.

6. AVAILABILITY AND COST

Availability:

Zinc coated steel chain link fence fabric is available for shipment throughout the United States and worldwide.

Cost:

Material costs may vary depending on specific requirements. Costs may be obtained by calling Southwestern Wire, Inc. or one of their stocking dealers.

7. WARRANTY

Class 2 galvanized steel chain link fence fabric is warranted for 15 years against failure due to rust or corrosion.

8. MAINTENANCE

Periodic inspection is recommended but no routine maintenance is required.

9. TECHNICAL SERVICES

Technical services are available at Southwestern Wire, Inc. by calling 1-800-348-9473.



Zinc Coated (Galvanized) Steel Chain Link Fence Fabric ASTM A 392, Federal specification RR-F-191 Type 1, AASHTO M-181 Type 1

Table 1 - Zinc Coated Chain Link Fabric Characteristics										
Recommended			Mesh Sizes		Nominal	Height of Fence Fabric				
Use			Available		Wire	Inch (mm)				
			Inch	mm	gauge					
Industrial/Commercial			2"	50		36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					6					
					9	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					10	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
Industrial/Security			1"	25	6	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					9	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					9	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
			1"	25	9	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					9	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
			3/4"	19	9	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					9	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
Security			5/8"	16	9	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					9	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
			1/2"	13	9	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					9	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
			3/8"	10	9	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					9	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
Tennis Court			1-3/4"	44	9	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				
					11	36(910), 42(1,070), 48(1,220), 60(1,520), 72(1,830), 84(2,130), 96(2,440), 108(2,740), 120(3,050), 144(3,660), 168(4,270), 192(4,880), 216(5,490), 240(6,100)				

Notes to tables: Red text indicates conformance with ASTM A-491
Fabric with other characteristics may be available. Contact the Sales Department at 1-800-348-9473

Table 2 - Zinc Coated Wire Characteristics										
Nominal Coated Wire			Allowable Variance		Zinc Coating Weight, min.				Breaking Strength	
Diameter					Class 1		Class 2		minimum	
Gauge	Inch	mm	Inch	mm	oz/ft2	g/m2	oz/ft2	g/m2	lbf	Newtons
6	0.192	4.88	+0.005	+ 0.13	1.20	366	2.00	610	2,170	9,650
9	0.148	3.76	+0.005	+0.13	1.20	366	2.00	610	1,290	5,740
11	0.120	3.05	+0.005	+0.13	1.20	366	2.00	610	850	3,780
Breaking strength (Table 2) based on a minimum tensile strength of 75,000 psi.										



TERMS & CONDITIONS

1. This quotation is subject to change without notice. Acceptance of this quotation shall not impose any duties on Seller until approved by Seller at Seller's General Office, Sharon, PA. Approval by Seller is expressly made conditional upon assent by Buyer to all the following Terms and Conditions. Buyer's assent to these Terms and Conditions shall be conclusively presumed from Buyer's receipt of Seller's acknowledgment of Buyer's order without prompt written objection thereto or from acceptance by Buyer of all or any part of the material order. No Terms or Conditions other than those stated herein, whether contained in Buyer's purchase order, shipping release, or elsewhere, shall be binding upon Seller and Seller hereby expressly objects to any such terms. None of the Terms and Conditions contained in this quotation may be waived, added to, modified, superseded, or otherwise altered except by written instrument signed by Seller and delivered by Seller to Buyer. Each shipment and delivery shall be subject to the approval of Seller's Credit Department.
2. Prices charged for the material covered hereby shall be Seller's prices in effect at the time of shipment.
3. All delivered prices or prices with freight allowed are based upon prevailing freight rates and transportation charges, and if these are increased or decreased, such prices on all unshipped tonnage shall be increased or decreased accordingly. Cash discounts apply only on the mill price of the material. Seller shall have the option of shipping freight collect.
4. Seller shall not be responsible for spotting, switching, or drayage charges at destination. Any excises, levies, or taxes which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sales, purchase, delivery, storage, processing, use, consumption, or transportation of any of the materials or services covered hereby, shall be for the account of Buyer and Buyer agrees to pay the amount thereof to Seller upon request.
5. In the event that Seller's performance is delayed, interfered with, or prevented by war, fire, strike, flood, acts of God, shortages of material, fuel, or power, delay in transportation, equipment breakdowns, riot, theft, differences with workmen or employees, or accident, or by any law, order, regulation, or requisition of any governmental agency or body, or any other cause beyond the control of Seller, Seller shall, as respects any portion of Seller's performance unperformed by reason of such occurrence, at its option, be relieved from further responsibility, where or not such cause is operative at the time of Seller's approval of Buyer's order. In the event Seller elects to complete its performance, the time of Seller's performance shall be extended for such period as may be necessary to enable Seller to make delivery after such cause has been removed, and Seller shall have the right to apportion its production among its customers (including Seller's regular customers not then under contract) and Seller's own departments and divisions in any manner Seller deems equitable.
6. LIMITED WARRANTY: Seller agrees to replace or allow credit, at its option, for material found to be defective within a reasonable time but in no event more than one year after receipt by Buyer, but will not be liable for any labor, expense, or damage resulting from the use of such material or in connection therewith. No claim will be recognized unless presented to Seller in writing within a reasonable time, but in no event more than one year after receipt of material by Buyer and unless Seller is promptly afforded a reasonable opportunity to inspect such material after such claim has been presented. Material shall not be returned to Seller unless Seller authorizes such return by prior written notice to buyer.
7. The remedies provided for in paragraph 6 hereof are exclusive and Seller's liability shall not under any circumstances exceed the purchase price of the material. Seller shall not be liable to Buyer or to anyone else for any claims or for any damages whatsoever, whether direct, indirect, special, consequential, or incidental, except to the extent provided for herein.
8. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES WHICH MIGHT OTHERWISE ARISE FROM COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY SPECIFICALLY EXCLUDED.
9. BUYER REPRESENTS AND WARRANTS TO SELLER THAT THE MATERIAL IS BEING PURCHASED FOR RESALE OR FOR COMMERCIAL USE AND THAT ANY WARRANTIES GIVEN HEREUNDER ARE NOT SUBJECT TO THE REQUIREMENTS OF THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT, 15 U.S.C. SECTION 2301 et seq. ANY WARRANTIES HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARE MADE TO BUYER ONLY, AND TERMINATE UPON TRANSFER OF THE MATERIAL TO ANY OTHER PERSON FOR ANY PURPOSE WHATSOEVER.
10. Material shall be within the limits and sizes manufactured by Seller and shall be subject to Seller's standard manufacturing practices.
11. Material purchased on the basis of weight is subject to customary quantity variations recognized by trade practice.
12. Where Buyer wishes to inspect, inspection and acceptance shall be made before shipment.
13. Title to material and risk of loss of the goods shall pass to Buyer when loaded for shipment at Seller's mill. Carriers are responsible for goods lost or damaged in transit and consignee must immediately notify the carrier in writing of such loss or damage.
14. If the terms and conditions of Buyer's order require a patent indemnity and the material covered by such order is to be made in accordance with Seller's specifications, Seller agrees to defend any suit or proceeding brought against Buyer on a claim that the materials or any part thereof constitute an infringement of any patent of the United States, provided Seller is promptly notified in writing of any such suit and given full authority, information, and assistance from the Buyer for the defense of same, and Seller agrees to pay all damages and costs awarded against Buyer in any such suit. Buyer warrants that the making, use, or sale of goods supplied to Buyer's specifications will not infringe any claim of any United States patent whatsoever, and Buyer agrees to indemnify Seller against judgment and costs for infringement of any such claim, including Seller's legal expenses.
15. Material shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
16. These Terms and Conditions contain the entire agreement of the parties and are made without any oral warranties, conditions or agreements.
17. Any contract between Seller and Buyer pursuant to these Terms and Conditions shall be governed by the Uniform Commercial Code in effect in Pennsylvania on the date of Seller's acknowledgment.

High Protection for High Security

AMERICAN-MADE WT-40 FENCE FRAMEWORK

Wheatland Tube's WT-40 is the only American-made product that meets ASTM F1043, Group 1C, requirements. From its 90% zinc-rich interior coating to its triple-layered exterior corrosion protection, WT-40 is manufactured for long-term performance in commercial, industrial and high-security applications in compliance with applicable local, state and federal specifications.

Get more details at wheatland.com/WT-40

Cold-rolled, high strength steel provides a minimum yield strength of 50,000 psi

Zinc-rich interior coating

Continuous 1.0 oz./ft.² +/- 0.1 oz./ft.² in-line galvanized coating

Intermediate pretreatment inhibits white rust

Clear polymer coating seals in protection and provides a smooth, lustrous finish

WT-40 Fence Framework

Wheatland Tube's WT-40 ensures superior protection for commercial, industrial and high-security applications. Features include:

- ✓ Compliance with ASTM F1043, Group 1C
- ✓ 100% American-made quality
- ✓ Exceptional corrosion protection
- ✓ Optional dark green, black or brown WT-ColorCoat



WT-40 Dimensions and Strength Characteristics

FENCE INDUSTRY	DECIMAL OD EQUIVALENT		PIPE WALL THICKNESS		WEIGHT		SECTION MODULUS		X	MIN. YIELD STRENGTH		=	MAX. BENDING MOMENT	CALCULATED LOAD (LBS.)		
OD	in.	(mm)	in.	(mm)	lbs./ft.	(kg/m)	in. ³	(mm ³)	x	psi	(MPa)	=	lbs./in.	10' Free Supported	Cantilever	
															4'	6'
1 5/8"	1.660	42.16	0.111	2.82	1.84	2.74	0.1962	4.98	x	50000	345	=	9810	327	204	136
1 7/8"	1.900	48.26	0.120	3.05	2.28	3.39	0.2810	7.14	x	50000	345	=	14050	468	293	195
2 3/8"	2.375	60.33	0.130	3.30	3.12	4.64	0.4881	12.40	x	50000	345	=	24405	814	508	339
2 7/8"	2.875	73.03	0.160	4.06	4.64	6.91	0.8778	22.30	x	50000	345	=	43890	1463	914	610
3 1/2"	3.500	88.90	0.160	4.06	5.71	8.50	1.3408	34.06	x	50000	345	=	67042	2235	1397	931
4"	4.000	101.60	0.160	4.06	6.56	9.76	1.7820	45.26	x	50000	345	=	89098	2970	1856	1237

6 3/4" and 8 3/4" full-weight Schedule 40 per ASTM F1083 is available for terminal post applications.

Specifications, illustrated material and descriptions are accurate as known at time of publication and are subject to change without notice.

Get more details at wheatland.com/WT-40



4435 S. Western Boulevard
Chicago, IL 60609
P 800.257.8182
F 724.346.7260

2001 East Dominguez Street
Long Beach, CA 90810
P 800.257.8182
F 724.346.7260

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@WheatlandTube



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Community Center Park Fence Project

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694

Fax: 303.857.0351

www.fortluptonco.gov

Exhibit C

3/21/23

Dean Contracting Incorporated
4900 Goodman Street
Timnath, CO 80547

RE: Community Center Park Fence Extension Warranty Repairs/Acceptance

Dear Contractor:

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

Construction is deemed complete.

The **One 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



Community Center Park Fence Extension

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Dean Contracting Incorporated
4900 Goodman Street
Timnath, CO 80547

Date: **March 21, 2023**

Attention: Cole Dean

**Subject: City of Fort Lupton, Colorado
Community Center Park Fence Extension
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 Invitation for Bids dated **March 6, 2023**, and the Instructions to Bidders.

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 Hubbard

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.

Dean Contracting Incorporated

By: _____

Title: _____

Telephone: _____

Untitled Map

Write a description for your map.

Legend

-  Feature 1
-  Line Measure



SUBJECT FOR DISCUSSION

Authorize the Mayor to Execute an Agreement to Lease 500 Acre Feet of Colorado Big Thompson Water Units to Kerr-McGee Oil & Gas Onshore LP and its Subsidiaries and Affiliates for the Amount of \$375,000 for the 2023 Water Year

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City has determined that it has surplus C-BT units for Water Year 2023 sufficient to yield 500 acre feet, and therefore Kerr-McGee has requested a lease of sufficient C-BT units currently allocated to the City to yield 500 acre feet in Water Year 2023.

This Lease is for a temporary water supply. Kerr-McGee shall have no rights to Leased Water beyond the term of this Lease. Kerr-McGee is solely responsible for any water supply it may need or desire beyond the term of this Lease.

This one year water lease will provide additional revenue through maximizing the City's assets, which will help with the City's operational and acquisition efforts of water.

FINANCIAL CONSIDERATIONS

The City leases its excess CBT annually. This lease would provide additional revenue in the Utility Fund.

LEGAL/POLITICAL CONSIDERATIONS

Matthew Poznanovic has been involved during the writing of this lease agreement and approves of its final form.

ALTERNATIVES/OPTIONS

- Approve a different amount
- Do not approve

STAFF RECOMMENDATIONS

Staff recommends authorization by the Mayor to execute the agreement with Kerr-McGee to lease CBT shares of water.

Attachments:

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



SUBJECT FOR DISCUSSION

Approval of the Five (5) Year Agreement with AXON Enterprises for Fleet Mounted Camera Systems for Patrol Vehicles for an Annual Cost of \$40,092.47

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This is a five year contract beginning in 2024 that provides the hardware, software, installation, and data storage. It adds enhancements to the existing system and hardware, and warranty services. The cost will be \$40,092.47 per year, totaling \$200,000.00 over the 5 year period. The \$462.31 difference will be offset by a rebate.

This project includes enhanced dash and rear cameras, an upgraded video hub, warranty and equipment replacement and enhancement twice during the contract period, Advanced License Plate Readers (ALPR) with every dash camera and software enhancements offering interconnectivity with the patrol vehicles and the Regional Dispatch Center.

The early contract commitment is required because of lag time requirements on ordering of equipment and scheduling of installation (12 months +/-).

FINANCIAL CONSIDERATIONS

This requires a commitment for future funding in 2023 for a period beginning in 2024.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

The continuation of contract renewal will be required in 2024 even if the enhancements are not approved.

STAFF RECOMMENDATIONS

Staff recommends approval.

Attachments: a. AXON Quote and Fleet Statement
 b. Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-446010-44979.881RB

Issued: 02/22/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 02/15/2024

Account Number: 107329

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-130 S McKinley Ave 130 S McKinley Ave Fort Lupton, CO 80621-1343 USA	Fort Lupton Police Dept. - CO 130 S McKinley Ave Fort Lupton, CO 80621-1343 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Roman Butler Phone: Email: rbutler@axon.com Fax:	William Carnes Phone: 720-683-8593 Email: wcarnes@fortluptonco.gov Fax: (303) 857-2703

Quote Summary

Program Length	60 Months
TOTAL COST	\$200,000.00
ESTIMATED TOTAL W/ TAX	\$200,000.00

Discount Summary

Average Savings Per Year	\$8,030.40
TOTAL SAVINGS	\$40,152.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$40,092.47	\$0.00	\$40,092.47
Feb 2024	(\$462.31)	\$0.00	(\$462.31)
Jan 2025	\$40,092.46	\$0.00	\$40,092.46
Jan 2026	\$40,092.46	\$0.00	\$40,092.46
Jan 2027	\$40,092.46	\$0.00	\$40,092.46
Jan 2028	\$40,092.46	\$0.00	\$40,092.46
Total	\$200,000.00	\$0.00	\$200,000.00

Quote Unbundled Price:	\$240,152.00
Quote List Price:	\$232,115.00
Quote Subtotal:	\$200,000.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	\$1,700.80	\$1,700.80	\$0.00	\$1,700.80
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$2,163.11)	(\$2,163.11)	\$0.00	(\$2,163.11)
Fleet3A	Fleet 3 Advanced	14	60	\$263.50	\$254.57	\$222.12	\$186,580.80	\$0.00	\$186,580.80
Fleet3A	Fleet 3 Advanced	1	60	\$263.50	\$254.57	\$231.36	\$13,881.51	\$0.00	\$13,881.51
A la Carte Services									
100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1			\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$200,000.00	\$0.00	\$200,000.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	14	01/15/2024
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	1	01/15/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	14	01/15/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	01/15/2024
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	14	01/15/2029
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	1	01/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	14	02/15/2024	02/14/2029
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	1	02/15/2024	02/14/2029
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	14	02/15/2024	02/14/2029
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	1	02/15/2024	02/14/2029
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	14	02/15/2024	02/14/2029
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	1	02/15/2024	02/14/2029
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	28	02/15/2024	02/14/2029
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	2	02/15/2024	02/14/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	14
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	1
A la Carte	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	14	01/15/2025	02/14/2029
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	1	01/15/2025	02/14/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	14	01/15/2025	02/14/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	01/15/2025	02/14/2029

Payment Details

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 1	Fleet3A	Fleet 3 Advanced	14	\$37,316.16	\$0.00	\$37,316.16
Year 1	Fleet3A	Fleet 3 Advanced	1	\$2,776.31	\$0.00	\$2,776.31
Total				\$40,092.47	\$0.00	\$40,092.47

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	(\$2,163.11)	\$0.00	(\$2,163.11)
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$1,700.80	\$0.00	\$1,700.80
Total				(\$462.31)	\$0.00	(\$462.31)

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 2	Fleet3A	Fleet 3 Advanced	14	\$37,316.16	\$0.00	\$37,316.16
Year 2	Fleet3A	Fleet 3 Advanced	1	\$2,776.30	\$0.00	\$2,776.30
Total				\$40,092.46	\$0.00	\$40,092.46

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 3	Fleet3A	Fleet 3 Advanced	14	\$37,316.16	\$0.00	\$37,316.16
Year 3	Fleet3A	Fleet 3 Advanced	1	\$2,776.30	\$0.00	\$2,776.30
Total				\$40,092.46	\$0.00	\$40,092.46

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 4	Fleet3A	Fleet 3 Advanced	14	\$37,316.16	\$0.00	\$37,316.16
Year 4	Fleet3A	Fleet 3 Advanced	1	\$2,776.30	\$0.00	\$2,776.30
Total				\$40,092.46	\$0.00	\$40,092.46

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$0.00	\$0.00	\$0.00
Year 5	Fleet3A	Fleet 3 Advanced	14	\$37,316.16	\$0.00	\$37,316.16
Year 5	Fleet3A	Fleet 3 Advanced	1	\$2,776.30	\$0.00	\$2,776.30
Total				\$40,092.46	\$0.00	\$40,092.46

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

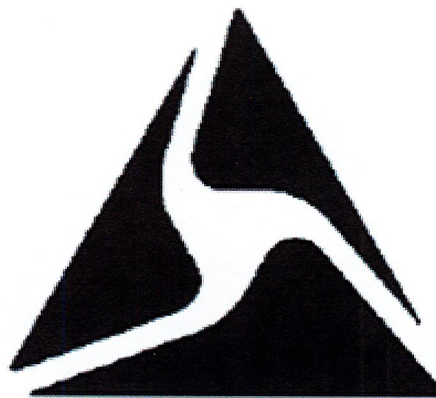
Agency has existing contract #00020327 (originated via Q-191455) and is terminating that contract upon the new license start date (2/15/2024) of this quote. AXON is providing a refund for paid for, but undelivered services totaling \$462.31 .

This is based on a ship date range of 1/15/2024-2/29/2024, resulting in a 2/15/2024 license date. Any change in this date and resulting license start date will result in modification of this value which may result in additional fees due to or from Axon. This is contingent on payment of any outstanding invoices from contract #00020327, including Q-442827, scheduled to ship January 2023.

Signature

Date Signed

2/22/2023



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Fort Lupton Police Dept. - CO the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



First Amendment to the Master Services and Purchasing Agreement

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the Fort Lupton Police Department ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are parties to the Master Services and Purchasing Agreement by and between the Fort Lupton Police Department and Axon Enterprise, Inc. dated December 28, 2018 ("**Agreement**").

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
 - a. Axon Respond Appendix
 - b. Quote Q-446010
2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



SUBJECT FOR DISCUSSION

Authorizing an Additional Payment for the Overages in the Jacobs Contract in the Amount of \$11,706.44, Allocated from the Utility Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

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

The overage amount of \$71k on the rebateable budget was due to unexpected repairs and costs, which is \$11k over our original estimate from December. There were multiple high-cost repairs, including repairs on the centrifuge, which resulted in over \$15k of repairs and \$45k in additional liquid hauling. These types of repairs are atypical and are not expected in the coming years.

FINANCIAL CONSIDERATIONS

There is \$100,000 of unexpended funds budgeted in the Utility-Waste Water Fund for facility repairs and maintenance that can be reallocated to cover these expenditures in 2022.

<u>Rebateable Item</u>	<u>2022 Budget</u>	<u>Overage</u>
Repairs	\$ 140,000	\$ 67,935.73
Chemicals	114,000	(\$2,378.10)
Utilities (Propane/Natural Gas)	40,000	(\$22,427.45)
Sludge Hauling	40,000	28,576.26
Total Rebateable Budget	\$ 334,000	\$ 71,706.44

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

Not Applicable

STAFF RECOMMENDATIONS

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

Attachments: a. Rebateable Costs Data

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Provider GL
Date
Task
Employee/Supplier
Project Raw
Cost
Comment

21-Apr-22 Well Repairs

QUALITY WELL AND PUMP

\$ 1,337.42 well repairs

Repairs / Maintenance on analyzing

28-May-22 Water Repairs

HACH COMPANY

\$ 9,267.16 equipment at WTP

11-Jan-23 Water Repairs

FILMTEC CORPORATION

\$ 7,213.00 Parts for filter skids

10-Aug-22 Water Repairs

WEIFIELD GROUP CONTRACTING LLC

\$ 5,750.75 Testing on electrical equipment

29-Aug-22 Water Repairs

WEIFIELD GROUP CONTRACTING LLC

\$ 5,260.74 VFD Install and Startup

1-Jul-22 Water Repairs

PELTON, RAYMOND E (RAYMOND)

\$ 3,573.94 Air Compressor repairs

20-Dec-22 Water Repairs

CUMMINS INC

\$ 2,534.54 Generator Repair

30-Nov-22 Water Repairs

PELTON, RAYMOND E (RAYMOND)

\$ 2,206.31 Check Valves

30-Apr-22 Water Repairs

ESCALLE, JOSHUA

\$ 1,653.46 Generator

28-Jan-22 Water Repairs

PELTON, RAYMOND E (RAYMOND)

\$ 1,176.51 Ballast rebuild

18-Oct-22 Water Repairs

CUMMINS INC

\$ 1,581.00 Generator Repairs

2-May-22 Water Repairs

ESCALLE, JOSHUA

\$ 1,396.96 Transducer

3-Aug-22 Water Repairs

MAYS, JONATHAN LEROY (JON)

\$ 1,350.00 Transfer Switch

17-Mar-22 Water Repairs

ESCALLE, JOSHUA

\$ 1,345.56 Air Dryer

4-Mar-22 Water Repairs

PELTON, RAYMOND E (RAYMOND)

\$ 935.17 Replacement display

3-Oct-22 Water Repairs

CUMMINS INC

\$ 1,278.00 Generator

11-Jan-23 Water Repairs

FILMTEC CORPORATION

\$ 1,164.87 Repair Parts for Water Plant

2-Jun-22 Water Repairs

CUMMINS INC

\$ 1,055.00 WTP Generator troubleshoot

17-Oct-22 Water Repairs

CUMMINS INC

\$ 997.00 Generator Repairs

18-Oct-22 Water Repairs

CUMMINS INC

\$ 997.00 Generator Repairs

\$ 50,736.97

Repairs / Maintenance on analyzing

28-May-22 Wastewater Repairs

HACH COMPANY

\$ 8,618.31 equipment at WWTP

24-May-22 Wastewater Repairs

MAYS, JONATHAN LEROY (JON)

\$ 7,876.00 Centrifuge Repairs

3-May-22 Wastewater Repairs

PELTON, RAYMOND E (RAYMOND)

\$ 7,875.00 Centrifuge Repairs

12-Aug-22 Wastewater Repairs

PELTON, RAYMOND E (RAYMOND)

\$ 6,642.82 UV System repairs

23-Jan-23 Wastewater Repairs

WILLIAMSON, DONALD OKORIE (DONALD)

\$ 4,269.00 Instrumentation

15-Nov-22 Wastewater Repairs

USA BLUEBOOK

\$ 4,223.92 PH Sensor

30-Apr-22 Wastewater Repairs

PELTON, RAYMOND E (RAYMOND)

\$ 3,836.59 Maintenance - Repairs

10-Aug-22	Wastewater Repairs	BROWNS HILL ENGINEERING & CONTROLS	\$	3,098.70	Siemens Hydorranger
9-Aug-22	Wastewater Repairs	BROWNS HILL ENGINEERING & CONTROLS	\$	2,636.00	Tilemeitry upgrade
27-Aug-22	Wastewater Repairs	PELTON, RAYMOND E (RAYMOND)	\$	2,022.04	01-JUL-2022-Repairs
30-Apr-22	Wastewater Repairs	PELTON, RAYMOND E (RAYMOND)	\$	1,873.00	30-MAR-2022-Repairs
3-Jan-23	Wastewater Repairs	ADVANCED MECHANICAL SERVICES INC	\$	1,800.00	Lift Station Troubleshooting
25-Oct-22	Wastewater Repairs	PELTON, RAYMOND E (RAYMOND)	\$	1,752.72	PRV Valve repair parts
30-Apr-22	Wastewater Repairs	ESCALLE, JOSHUA	\$	1,653.46	PCard
24-Aug-22	Wastewater Repairs	PELTON, RAYMOND E (RAYMOND)	\$	1,516.68	15-AUG-2022-Repairs-Maintenance
17-Nov-22	Wastewater Repairs	WEIFIELD GROUP CONTRACTING LLC	\$	1,440.00	Electrical work
1-Apr-22	Wastewater Repairs	PELTON, RAYMOND E (RAYMOND)	\$	935.17	Circuit board
4-Jan-23	Wastewater Repairs	PELTON, RAYMOND E (RAYMOND)	\$	1,289.58	UV Ballasts
4-Jan-23	Wastewater Repairs	PELTON, RAYMOND E (RAYMOND)	\$	1,070.00	Compressor
3-Oct-22	Wastewater Repairs	CUMMINS INC	\$	1,066.00	Generator Repair / maintenance
12-Oct-22	Wastewater Repairs	PELTON, RAYMOND E (RAYMOND)	\$	1,050.00	Air Compressor repairs
12-Oct-22	Wastewater Repairs	PELTON, RAYMOND E (RAYMOND)	\$	1,050.00	Air Compressor repairs
19-Sep-22	Wastewater Repairs	CUMMINS INC	\$	1,034.09	Generator Repair / maintenance
			\$	68,629.08	
29-Mar-22	Solids Disposal	DENALI WATER SOLUTIONS LLC	\$	27,456.00	Liquid hauling
11-Apr-22	Solids Disposal	DENALI WATER SOLUTIONS LLC	\$	10,296.00	Liquid hauling
20-Apr-22	Solids Disposal	DENALI WATER SOLUTIONS LLC	\$	2,860.00	Liquid hauling
30-Apr-22	Solids Disposal	PELTON, RAYMOND E (RAYMOND)	\$	6,703.25	Liquid hauling
27-Apr-22	Solids Disposal	DENALI WATER SOLUTIONS LLC	\$	744.56	Liquid hauling
12-May-22	Solids Disposal	DENALI WATER SOLUTIONS LLC	\$	1,468.81	Liquid hauling
11-May-22	Solids Disposal	DENALI WATER SOLUTIONS LLC	\$	1,800.00	Liquid hauling
19-May-22	Solids Disposal	DENALI WATER SOLUTIONS LLC	\$	648.06	Liquid hauling
			\$	51,976.68	



SUBJECT FOR DISCUSSION

Authorize the Mayor to Execute an Agreement to Purchase Six Shares of Fulton Irrigation from Howard Binder for \$360,350.00

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Mr. Binder offered to sell to the City of Fort Lupton six shares of the Fulton Irrigation Ditch Company with dry-up for \$60,000 per share. The City continues to ensure we have adequate water for City operations and this water is one source that can be used to accomplish that goal. As part of this transaction, Mr. Binder has requested the City pay a nonrefundable \$350 for the 2023 Fulton water assessment on the shares. Prior to closing, there is a 120 day due diligence time to allow for investigations into the shares history. The investigations will allow the City to confirm whether there is adequate yield, dry up and easements. If the results of the investigations are not satisfactory, the City can terminate the purchase agreement before the end of the due diligence period, and the \$60,000 earnest money shall be refunded. The total purchase price is \$360,350.00.

After closing on the Fulton shares, it will be necessary to file a water court case to change the Fulton shares to new uses, including municipal and augmentation. Until the City proceeds with the water court case, the shares will be used in the City Irrigation operations.

FINANCIAL CONSIDERATIONS

The Water Sales Tax fund has sufficient reserves to cover the \$360,350.00 purchase. A supplemental budget resolution will be necessary.

LEGAL/POLITICAL CONSIDERATIONS

Matthew Poznanovic has been involved during the writing of this purchase agreement and approves of its final form.

ALTERNATIVES/OPTIONS

- Approve a different amount
- Do not approve

STAFF RECOMMENDATIONS

Staff recommends authorization by the Mayor to execute the purchase agreement with Mr. Binder to purchase six Fulton Irrigation shares of water.

Attachments:

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



SUBJECT FOR DISCUSSION

Approving a Resolution Authorizing the Submittal of an Energy and Mineral Impact Assistance Grant with the Colorado Department of Local Affairs for the Fort Lupton Wastewater System Improvements for a Project Cost Estimate of \$26,000,000.00

SUMMARY STATEMENT/BACKGROUND DISCUSSION

As a requirement of the Colorado Department of Local Affairs' grant application for Energy and Mineral Impact Assistance Grant funds, City Council must approve a resolution authorizing the City's application submission in order to be considered for the grant.

As part of our grant application for financial assistance for the Fort Lupton Wastewater System Improvements, City Council must approve a resolution officially authorizing the submission of said application. The estimated total amount of the above-mentioned project is \$26,000,000.00. Of this amount, the City will commit to a ninety-six percent match of \$25,000,000.00 of which is pending submission to the USDA for Rural.

The EIAF grant request is a Tier 1 request for \$1,000,000.00 to help cover the City's required funds for the USDA loan.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Proceed with a formal resolution authorizing the City's DOLA grant application submission.
- B. Do not proceed with a formal resolution authorizing the City's DOLA grant application submission.
- C. Consider applying for grant assistance at a later date.

STAFF RECOMMENDATIONS

Staff recommends approval of this resolution formally authorizing staff to apply for the aforementioned DOLA grant.

Attachments

- a. Resolution
- b. Project Estimate / Summary

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2023Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AUTHORIZING THE SUBMITTAL OF AN ENERGY AND MINERAL IMPACT ASSISTANCE GRANT WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR THE FORT LUPTON WASTEWATER SYSTEM IMPROVEMENTS FOR AN AMOUNT OF \$1,000,000.00.

WHEREAS, the City of Fort Lupton's Waste Water Treatment Facility is in need of improvements to meet the compliance schedule mandated by Colorado Department of Public Health and Environment; and

WHEREAS, this project qualifies for the submission of an Energy and Mineral Impact Assistance Grant application; and

WHEREAS, the City has committed to a ninety-six percent monetary match of \$25,000,000.00, currently being applied for through the United States Department of Agriculture Rural Development program.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council has determined the need to convert the Waste Water Treatment Facility to a lift station and force main with connection to the Metro Water Recovery Northern Treatment Plant. The Council has approved application for an Energy and Mineral Impact Assistance Grant with matching funds as required.

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

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

Applicant:	City of Fort Lupton, CO
Project Name:	Fort Lupton Wastewater System Improvements
Applicant Contact:	Chris Cross, City Administrator
Date:	3/6/2023

EIAF Application Project Budget						
Project Expenses		Project Revenues & In-kind				
Budget Line Items (Examples: architect, engineering, construction, equipment items, contingency, etc.)	Total Cost	State Funds	Other Funds	In-Kind: <i>Must be approved by DOLA prior to application.</i>	Other Fund Source	Funding: Committed (C) or Pending (P)
Engineering CM	\$2,000,000		\$2,000,000		USDA Loan/Grant	P
WWTP Conversion to Lift Station	\$15,572,200	\$1,000,000	\$14,572,200		USDA Loan/Grant	P
Force Main	\$2,670,640		\$2,670,640		USDA Loan/Grant	P
Inflation	\$2,727,760		\$2,727,760		USDA Loan/Grant	P
Contingency: Enter amount in column B to the right <u>or</u> if no contingency, briefly explain here:	\$3,029,400		\$3,029,400		USDA Loan/Grant	P
20%						
Total/Sub-Total	\$26,000,000	\$1,000,000	\$25,000,000	\$-		
TOTAL	\$26,000,000	\$26,000,000	NOTE: Total Project Expenses <u>must equal</u> Total Revenues & In Kind			
			NOTE: Add/delete expense rows as necessary			
	% Match State	4%	% Match Local	96%		



SUBJECT FOR DISCUSSION

Award Contract to Colorado Paving Inc. for an Amount Not to Exceed \$300,000.00 for the Coyote Creek Golf Course Cart Path Repaving Project, Allocated from the Golf Course Maintenance Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Bid documents were advertised from February 10, 2023 with bid opening on March 10, 2023. Four bids were received with Colorado Paving Inc. providing the lowest responsible bid as shown in the attached Bid Tabulation.

Colorado Paving Inc. is a highly respected contractor in Front Range communities with several local municipalities' projects in the area. The City contracted with them this past year for the College Ave and 9th Street Reconstruction Project. As well as, the Kahil repaving Project in 2021. City staff has a very high opinion of this contractor, and they have done an excellent job with the construction work.

The Golf Enterprise Fund budgeted \$300,000 for this project.

The project is anticipated to start this April with completion in mid-May.

FINANCIAL CONSIDERATIONS

Golf Fund - Golf Course Maintenance 2023 budget includes \$300,000 for the cart paths.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the Contract Agreement with Colorado Paving, Inc.
- B. Do not approve the Contract
- C. Rebid the project

STAFF RECOMMENDATIONS

Staff recommends approving the contract with Colorado Paving Inc. for an amount not to exceed \$300,000.00 for the Golf Course Cart Path Project.

- Attachments:**
- a. Contract Agreement – Colorado Paving Inc.
 - b. Notice of Award
 - c. Bid Tabulation

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Contractor Agreement

This **Public Works Agreement**, hereinafter "Agreement," is entered into by and between the **City of Fort Lupton**, Colorado, hereinafter "City," and **Colorado Paving Inc.**, hereinafter "Contractor."

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

1. Scope of Work

The Contractor shall furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated into and for a permanent part of the completed Work. The Contractor shall provide and perform all necessary labor in a first class and workmanlike manner in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions and conditions of the Contract Documents. The Contractor shall perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work included in this Scope of Work and the Bid Documents set forth and incorporated hereinbelow.

2. Contract Documents

The executed Contract Documents comprise the following:

- A.** The Executed Agreement;
- B.** Addenda (1 and 2);
- C.** Advertisement for Bids;
- D.** Invitation for Bids;
- E.** Instructions to Bidders;
- F.** Proposed Subcontractors;
- G.** Non-Collusion Affidavit;
- H.** Bid, Performance, and Payment Bonds;
 - I.** Proposal;
 - J.** Bid Form;
- K.** Special Conditions of Contract;
- L.** Conditions of Contract;
- M.** City of Fort Lupton, Colorado *Standards and Specifications for the Construction of Public Improvements*, latest edition;

- N. The Colorado Department of Transportation *2011 Standard Specifications for Road and Bridge Construction*;
- O. Certificates of Insurance; and
- P. Plans (Drawings).

This Agreement, together with the other Documents enumerated above, which said other Documents are as fully a part of the Agreement as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Agreement conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

3. **Time for Completion**

The Contractor agrees to commence work upon execution of this Agreement and be substantially complete May 15, 2023.

4. **Contract Appropriations / No Change Orders**

The City states that the amount of money appropriated for this Agreement is equal to or in excess of the Contract Sum. 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 will be issued by the City unless the City notifies the Contractor, in writing, that lawful appropriations to cover the costs of the Additional Work have been made.

5. **Contract Amount**

The City will pay to the Contractor for the performance and completion of the Work encompassed by this Agreement, and the Contractor shall accept as full compensation therefore the Amount of **Three Hundred Thousand Dollars and No CENTS, \$ 300,000.00**, subject to the City's confirmation of the completion of the Scope of Work in accordance with the Contract Documents attached hereto. The said Amount to be paid upon the City's inspection and acceptance of the Work, at the City's sole discretion, including the Contractor's completion of any punch-list items as determined by the City and the execution of any releases by the Contractor deemed necessary by the City.

6. **Contractor Payments**

The Contractor shall, at no more than or less than monthly intervals on a Date to be agreed by the City and the Contractor, submit Application for Payment requests to the City.

- A. The Application for Payment shall clearly identify and provide such detail for which the Engineer and the Contractor shall agree to describe the Work completed by the Contractor up to the Date of the Application for Payment.
- B. The City will deduct and retain an amount equal to ten percent (10%) of the Application for Payment's Amount. The retained amounts shall be paid upon Final Acceptance of the work.
- C. The City will endeavor to effect the Progress Payments to the Contractor no later than thirty (30) calendar days after the Date the Application for Payment is received by the City.

- D. The Contractor shall charge Past Due Accounts an interest rate of two percent (2%) per month on any unpaid balance.

7. Warranty

All warranties for Work performed by the Contractor, repairs to be made or service calls required to be attended to by the Contractor shall be two (2) years. The Contractor shall notify the City when the Scope of Work is Completed and the City will confirm Completion of the Work, at the City's sole discretion. Once the Scope of Work is confirmed by the City as being completed, the Notice of Commencement of Warranty attached hereto and incorporated herein will be tendered by the City. The Warranty Period shall only commence upon the execution and tendering of the Notice of Commencement of Warranty to the Contractor by the City and said Warranty shall continue for the Warranty Period.

8. Amendment / No Assignment

No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

9. Complete Agreement

This Agreement, and the documents attached hereto, 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.

10. Severability

In the event that 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.

11. Governing Law

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

12. OSHA Requirements

The Contractor agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide employees with adequate orientation and training to safely perform the Scope of Work set forth in this Agreement. The 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. The 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 of OSHA’s rules and regulations.

13. 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 C.R.S. § 24-10-101 et seq., *Colorado Governmental Immunity Act*, 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.

14. 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.

15. Independent Contractor

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

16. Indemnification by Contractor

The Contractor shall defend, 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 out of the activities of the Contractor or its subcontractors pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

17. **Approval Required**

This Agreement is subject to the final approval of the Fort Lupton, Colorado, City Council and signature by the Mayor of Fort Lupton.

EXECUTED THIS _____ DAY OF _____, 2023

CITY OF FORT LUPTON, COLORADO

By: **Zo Hubbard**

Title: **Mayor**

COLORADO PAVING INC.

By: Jesus Sanchez

Title: President



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Colorado Paving Inc
15210 Edna Drive
Brighton, CO 80603

Date: **March 22, 2023**

Attention: Jesus J. Sanchez

**Subject: City of Fort Lupton, Colorado
Coyote Creek Golf Course Cart Path Repaving 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 Invitation for Bids dated **February 10, 2023**, and the Instructions to Bidders.

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 Public Works 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 Public Works 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: Christopher Cross, 130 South McKinley Avenue, Fort Lupton, Colorado 80621.

CITY OF FORT LUPTON, COLORADO

By: Zo Hubbard
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 _____ day of _____, 2023.

COLORADO PAVING INC.

By: Jesus Sanchez
Title: President
Telephone: (720) 556-3123

City of Fort Lupton, Colorado Public Works Department Coyote Creek Golf Course Cart Path Repaving Project BID TABULATION							3/10/2023							
Contractor:					Engineer's Estimate		Colorado Paving, Inc.		Imperial Custom Concrete		Native Sun Construction		Martin Marietta	
Payment Item No.	Specification Reference	Description	Payment Unit	Quantity	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers
Project Total								\$ 230,714.50		\$ 355,997.00		\$ 411,466.50		\$ 560,250.00
Division 100 - General Provisions														
1	TS 16-101	Mobilization	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 29,191.50	\$ 29,191.50	\$ 41,235.00	\$ 41,235.00	\$ 19,000.00	\$ 19,000.00
Subtotal, Division 100					\$ 12,000.00			\$ 5,000.00		\$ 29,191.50		\$ 41,235.00		\$ 19,000.00
Division 200 - Earthwork, Erosion Control, And														
2	TS 16-201	Remove Existing Pavement	SF	41,400	\$ 2.00	\$ 82,800.00	\$ 0.73	\$ 30,222.00	\$ 0.99	\$ 40,986.00	\$ 1.22	\$ 50,508.00	\$ 3.00	\$ 124,200.00
3	TS 16-202	Unclassified Excavation of Unsuitable Existing Soils	CY	1,150	\$ 15.00	\$ 17,250.00	\$ 19.45	\$ 22,367.50	\$ 37.00	\$ 42,550.00	\$ 33.68	\$ 38,732.00	\$ 66.00	\$ 75,900.00
4	TS 16-202	Subgrade Preparation	SY	4,600	\$ 4.00	\$ 18,400.00	\$ 1.75	\$ 8,050.00	\$ 1.50	\$ 6,900.00	\$ 4.95	\$ 22,770.00	\$ 9.75	\$ 44,850.00
Subtotal, Division 200					\$ 118,450.00			\$ 60,639.50		\$ 90,436.00		\$ 112,010.00		\$ 244,950.00
Division 300 - Aggregate Base Courses														
5	TS 16-301	Furnish and Place Aggregate Base Course, (Class 6, Recycle Asphalt millings, or recycled concrete)	CY	1,150	\$ 40.00	\$ 46,000.00	\$ 20.50	\$ 23,575.00	\$ 42.93	\$ 49,369.50	\$ 75.81	\$ 87,181.50	\$ 62.00	\$ 71,300.00
Subtotal, Division 300					\$ 46,000.00			\$ 23,575.00		\$ 49,369.50		\$ 87,181.50		\$ 71,300.00
Division 400 - Pavements														
6	TS 16-401	Furnish and Place Hot Mix Asphalt, 4", Mix Grade S (3/4 inch), Asphalt Grade PG64-22 (with max 20% RAP), Complete in Place	TON	1,000	\$ 120.00	\$ 120,000.00	\$ 141.50	\$ 141,500.00	\$ 187.00	\$ 187,000.00	\$ 171.04	\$ 171,040.00	\$ 225.00	\$ 225,000.00
Subtotal, Division 400					\$ 120,000.00			\$ 141,500.00		\$ 187,000.00		\$ 171,040.00		\$ 225,000.00



SUBJECT FOR DISCUSSION

Approving a Resolution for Supplemental Budget for Two (2) Positions, for an Amount not to Exceed \$165,550 Allocated from the General Fund Budget

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City Clerk's office will be soliciting applications for a Marketing and Communications Specialist. The salary range is expected to start between \$67,000 and \$80,400. The Marketing and Communications Specialist will develop and administer communications strategies to establishing proactive relationships with the media and the public, City Council and City Staff. The position will also respond to requests for information from the media, acting as a public information officer.

Public Works Department (PW) will add the PW Sanitary Supervisor position. The salary range (exempt employee) is expected to start between \$62,000 and \$71,300. The Sanitary Supervisor will be a mid-level management position in PW operations, focused on sanitary and storm sewer maintenance.

To facilitate compliance with the State Auditor concerning budget items, we are proposing a supplemental appropriation. This resolution will appropriate the expenditures and reserves.

FINANCIAL CONSIDERATIONS

Budgeting the positions at the top of the range and with family benefits the estimated cost will be \$165,550. Current calculations estimate the general fund will be \$280,800 under budget by year end due to vacant positions across several departments.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

N/A

STAFF RECOMMENDATIONS

Staff seeks recommendation.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2023Rxxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON APPROVING THE SUPPLEMENTAL BUDGET FOR TWO (2) POSITIONS FOR AN AMOUNT NOT TO EXCEED \$165,550 ALLOCATED FROM THE GENERAL FUND BUDGET

WHEREAS, the City of Fort Lupton duly appropriated funding for all Funds in 2022 for all cash outlay from these funds; and

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

WHEREAS, two positions, a marketing and communications specialist and a sanitary supervisor were approved for mid-year for 2023; and

WHEREAS, budgeting the positions at the top of the range with family benefits, the estimated cost will be \$165,550. Current calculations estimate the general fund will be \$280,800 under budget by year end due to vacant positions across several departments.

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

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, AS FOLLOWS: The City Council hereby finds, determines and declares that this Resolution is necessary for the immediate preservation of the public peace, health and safety, and that it serves a valid public purpose.

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

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Upcoming Events

March 21, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
March 28, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
April 4, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
April 8, 2023	Easter Egg Hunt, 203 S. Harrison Ave. 9:00 a.m.
April 11, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.