



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, May 16, 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

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

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

- a. May 16, 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. May 2, 2023 City Council Meeting Minutes
- b. AM 2023-082 Adopting an Ordinance Approving a Franchise Agreement Renewal with Comcast of Colorado IX, LLC
- c. AM 2023-083 Approving the Annual Renewal of Incode Court and Incode VX from Tyler Technologies for an Amount Not to Exceed \$48,900.72, Allocated from the General Fund

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

- a. AM 2023-081 Seeking Consideration by the Fort Lupton City Council Acting as the Local Licensing Authority for an Application Submitted by Taqueria Los Cazos LLC dba Taqueria Los Cazos for a Hotel and Restaurant License at 123 1st Street

Action Memorandum

- a. AM 2023-084 Awarding Contract to Filmtec Corporation for Purchase of the Water Treatment Plant's MEMCOR Filtration Skids and Parts for Existing Skids for an Amount Not to Exceed \$2,409,959.00 from the Utility Fund - Water Treatment Plant
- b. AM 2023-085 Adopting an Ordinance to Amend the Fort Lupton Municipal Code, Chapter 10, Section 10-1.2(c) and Re-Enact Section 10-243, Prohibiting Minors to Possess Cigarettes or Tobacco Products
- c. AM 2023-086 Authorizing the Disposal of Unusable Vehicles and Equipment through Auction

Staff Reports

Mayor/Council Reports

Future City Events

a. May 16, 2023 Upcoming Events

Adjourn

Check Report

By Check Number

City of Fort Lupton

Date Range: 05/03/2023 - 05/16/2023

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		05/09/2023	Regular	0.00	135.49	85833
98652 /1	Invoice	05/04/2023	GOLF-GLOVES,SUPPLIES-MAINT		0.00	135.49	
002254	ADIDAS AMERICA INC		05/09/2023	Regular	0.00	1,263.60	85834
6159411637	Invoice	05/04/2023	GOLF-SHORTS-PRO SHOP		0.00	1,263.60	
000041	AGFINITY		05/09/2023	Regular	0.00	540.82	85835
H73732	Invoice	05/04/2023	GOLF-ETHEPHON-MAINT		0.00	540.82	
000044	AGFINITY INC		05/09/2023	Regular	0.00	949.02	85836
I70383	Invoice	05/04/2023	GOLF-ETHANOL-MAINT		0.00	780.07	
I70384	Invoice	05/04/2023	GOLF-B2 DYED ULSD15-MAINT		0.00	168.95	
000072	AMERICAN DRY GOODS		05/09/2023	Regular	0.00	3,970.48	85837
131447	Invoice	05/04/2023	GOLF-HATS-PRO SHOP		0.00	3,970.48	
000160	BREAKTHRU BEVERAGE COLORADO		05/09/2023	Regular	0.00	415.76	85838
348886061	Invoice	05/04/2023	GOLF-LIQUOR-PRO SHOP		0.00	369.48	
348886062	Invoice	05/04/2023	GOLF-FRESHIES-PRO SHOP		0.00	46.28	
002009	C.W. ELABORATIONS INC.		05/09/2023	Regular	0.00	451.50	85839
75646	Invoice	05/01/2023	GOLF-TEE MARKERS-MAINT		0.00	451.50	
000183	CALLAWAY GOLF SALES COMPANY		05/09/2023	Regular	0.00	237.72	85840
936366039	Invoice	05/04/2023	GOLF-GOLF BALLS-PRO SHOP		0.00	237.72	
000206	CENTURYLINK		05/09/2023	Regular	0.00	61.39	85841
333164407 APR23	Invoice	05/04/2023	GOLF-PHONE APR23-MAINT		0.00	61.39	
000241	CITY OF FT LUPTON-UTIL INVOICE		05/09/2023	Regular	0.00	9,866.59	85842
110249001 APR23	Invoice	04/28/2023	Water/Sewer Bill-Golf		0.00	262.78	
110252001 APR23	Invoice	04/28/2023	Water/Sewer Bill-Golf		0.00	9,469.57	
110252101 APR23	Invoice	04/28/2023	Water/Sewer Bill-Golf		0.00	91.25	
770214501 APR23	Invoice	04/28/2023	Water/Sewer Bill-Golf		0.00	42.99	
000307	COMCAST CABLE COMM, LLC		05/09/2023	Regular	0.00	39.12	85843
25494 MAY23	Invoice	05/04/2023	GOLF-CABLE MAY23-PRO SHOP		0.00	39.12	
001755	FERTECH INDUSTRIES LLC		05/09/2023	Regular	0.00	1,058.75	85844
230176	Invoice	05/04/2023	GOLF-FERTILIZER-MAINT		0.00	1,058.75	
000567	HIGH COUNTRY BEVERAGE CORP		05/09/2023	Regular	0.00	1,002.82	85845
W-6491096	Invoice	05/01/2023	GOLF-LIQUOR-PRO SHOP		0.00	1,002.82	
000735	LL JOHNSON DISTRIBUTING		05/09/2023	Regular	0.00	2,665.00	85846
1149134-00	Invoice	05/04/2023	GOLF-CHEMICALS FOR GREENS-MAINT		0.00	2,600.00	
1901637-00	Invoice	05/04/2023	GOLF-SPACER HOC-MAINT		0.00	65.00	
000768	MASEK GOLF CAR OF COLORADO		05/09/2023	Regular	0.00	55.44	85847
01-79602	Invoice	05/04/2023	GOLF-YAM BOLT-PRO SHOP		0.00	55.44	
000795	MILE HIGH TURFGRASS, LLC		05/09/2023	Regular	0.00	500.00	85848
10290	Invoice	05/04/2023	GOLF-GRASS SEED-MAINT		0.00	500.00	
000999	SHAMROCK FOODS COMPANY		05/09/2023	Regular	0.00	1,648.57	85849
27887215	Invoice	05/01/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	1,648.57	
001022	SOUTHERN GLAZER'S OF CO		05/09/2023	Regular	0.00	244.43	85850

Check Report

Date Range: 05/03/2023 - 05/16/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
3096015	Invoice	05/04/2023	GOLF-LIQUOR-PROSHOP	0.00	244.43	
001052	SWIRE COCA-COLA, USA	05/09/2023	Regular	0.00	233.15	85851
24908204290	Invoice	05/04/2023	GOLF-DRINKS-PROSHOP	0.00	233.15	
001963	WASTE CONNECTIONS OF COLO, INC	05/09/2023	Regular	0.00	496.95	85852
6942870V311	Invoice	05/04/2023	GOLF-MAY23 TRASH SRVC-PRO SHOP	0.00	293.70	
6942871V311	Invoice	05/04/2023	GOLF-MAY23 TRASH SRVC-MAINT	0.00	203.25	
001207	WESTERN DISTRIBUTING INC	05/09/2023	Regular	0.00	100.00	85853
743311	Invoice	05/04/2023	GOLF-EDDYLINE IPA-PRO SHOP	0.00	100.00	
000024	ACE HARDWARE OF FORT LUPTON	05/16/2023	Regular	0.00	172.56	85854
98745 /1	Invoice	05/04/2023	GOLF-PROPANE,SHOVEL,PLUG-MAINT	0.00	130.61	
98767 /1	Invoice	05/06/2023	GOLF-TUBING,SILICONE,SPLICE KIT-MAINT	0.00	41.95	
000048	AIRGAS USA LLC	05/16/2023	Regular	0.00	18.61	85855
9996891802	Invoice	05/10/2023	GOLF-OXYGEN,ACETYLENE-MAINT	0.00	18.61	
000974	ALARM DETECTION SYSTEMS, INC.	05/16/2023	Regular	0.00	159.14	85856
870192-1077	Invoice	05/07/2023	GOLF-ALARM MONTHLY-SHOP/MAINT	0.00	159.14	
003190	BERMUDA SANDS APPAREL	05/16/2023	Regular	0.00	828.65	85857
113065	Invoice	05/10/2023	GOLF-APPAREL-PRO SHOP	0.00	828.65	
002853	BUCKEYE CLEANING CENTER	05/16/2023	Regular	0.00	273.50	85858
90496384	Invoice	05/10/2023	GOLF-TOWELS,TISSUE-PRO SHOP	0.00	273.50	
000239	CITY OF FORT LUPTON	05/16/2023	Regular	0.00	217,831.19	85859
FIN2023475	Invoice	05/03/2023	GOLF-PAYROLL PAID 3/10/23	0.00	25,553.31	
FIN2023476	Invoice	05/03/2023	GOLF-PAYROLL PAID 12/16/22	0.00	25,390.16	
FIN2023477	Invoice	05/03/2023	GOLF-PAYROLL PAID 3/24/23	0.00	31,843.27	
FIN2023479	Invoice	05/03/2023	GOLF-PAYROLL PAID 4/7/23	0.00	34,789.31	
FIN2023481	Invoice	05/03/2023	GOLF-PAYROLL PAID 4/21/23	0.00	43,796.46	
FIN2023483	Invoice	05/03/2023	GOLF-PAYROLL PAID 5/5/23	0.00	40,196.84	
FIN2023485	Invoice	05/03/2023	GOLF-PINNACOL WORKER'S COMP-PRO SHOP	0.00	12,014.94	
FIN2023487	Invoice	05/03/2023	GOLF-STANDARD INS APR23	0.00	191.15	
FIN2023490	Invoice	05/04/2023	GOLF-POSTAGE MAR23-PRO SHOP	0.00	31.20	
FIN2023492	Invoice	05/04/2023	GOLF-REIMBURSE VERIZON-PRO SHOP	0.00	206.33	
FIN2023494	Invoice	05/04/2023	GOLF-REIMBURSE COMCAST PHONE-PRO S...	0.00	166.56	
FIN2023495	Invoice	05/08/2023	Golf ComData Purchases	0.00	3,651.66	
002723	EAGLE ROCK COMPANY OF COLO	05/16/2023	Regular	0.00	265.05	85860
11060270	Credit Memo	05/08/2023	GOLF-CREDIT-PRO SHOP	0.00	-32.10	
11060271	Invoice	05/08/2023	GOLF-LIQUOR-PRO SHOP	0.00	297.15	
003120	HUDSON LOCKERS, INC	05/16/2023	Regular	0.00	100.00	85861
287	Invoice	05/08/2023	GOLF-BEEF JERKY-PRO SHOP	0.00	100.00	
001913	LUXOTTICA OF AMERICA, INC	05/16/2023	Regular	0.00	1,152.76	85862
6914954996	Invoice	05/10/2023	GOLF-HATS-PRO SHOP	0.00	1,152.76	
000991	SCNS SPORTS FOODS INC	05/16/2023	Regular	0.00	72.80	85863
190988	Invoice	05/04/2023	GOLF-FOOD-PRO SHOP	0.00	72.80	
000999	SHAMROCK FOODS COMPANY	05/16/2023	Regular	0.00	2,273.06	85864
27880151	Invoice	05/10/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	1,058.61	
27883848	Invoice	05/10/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	57.59	
27898743	Invoice	05/10/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	1,281.26	
8937492	Credit Memo	05/10/2023	GOLF-MERCHANDISE CREDIT-PRO SHOP	0.00	-124.40	
000246	SRIXON/CLEVELAND GOLF/XX10	05/16/2023	Regular	0.00	1,002.00	85865
7449136 SO	Invoice	05/10/2023	GOLF-BALLS-PRO SHOP	0.00	400.80	
7453956 SO	Invoice	05/10/2023	GOLF-BALLS-PRO SHOP	0.00	601.20	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
001052	SWIRE COCA-COLA, USA	05/16/2023	Regular	0.00	528.45	85866
24908204341	Invoice	05/10/2023	GOLF-DRINKS-PRO SHOP	0.00	528.45	
001137	UNITED POWER	05/16/2023	Regular	0.00	3,440.52	85867
1194602 APR23	Invoice	05/01/2023	United Power	0.00	557.30	
1195001 APR23	Invoice	05/01/2023	United Power	0.00	2,558.74	
1195701 APR23	Invoice	05/01/2023	United Power	0.00	277.82	
19595600 APR23	Invoice	05/01/2023	United Power	0.00	25.17	
6601202 APR23	Invoice	05/01/2023	United Power	0.00	21.49	
001594	WILBUR-ELLIS COMPANY LLC	05/16/2023	Regular	0.00	1,962.50	85868
15661719	Invoice	05/10/2023	GOLF-LINK 250 GA SH WECO-MAINT	0.00	1,962.50	
001225	YAMAHA MOTOR CORP	05/16/2023	Regular	0.00	10,798.08	85869
805317	Invoice	05/10/2023	GOLF-GOLF CART LEASE-PRO SHOP	0.00	10,798.08	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	65	37	0.00	266,815.47
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
	65	37	0.00	266,815.47

Check Report

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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						
001624	STATE OF COLORADO	05/03/2023	Regular	0.00	-2,351.30	71337
001301	AAA AUTO PARTS INC	05/09/2023	Regular	0.00	61.33	100291
169355	Invoice	05/04/2023	UF-CUTTING SAW-W LINES	0.00	11.84	
169407	Invoice	05/04/2023	CUTTING SAW-STREETS/W LINES	0.00	49.49	
001327	ALTA PEAK ROLLOFFS LLC	05/09/2023	Regular	0.00	8,711.70	100292
3566	Invoice	05/02/2023	GF-CLEAN UP DAYS-LEGIS	0.00	8,711.70	
000108	AUSMUS LAW FIRM PC	05/09/2023	Regular	0.00	6,500.00	100293
8133	Invoice	05/05/2023	GF-LEGAL FEES- CITY ATTORNEY	0.00	6,500.00	
001820	BADGER METER	05/09/2023	Regular	0.00	10,278.25	100294
1573570	Invoice	05/02/2023	UF-METERS-W LINES	0.00	9,045.87	
80126480	Invoice	05/04/2023	UF-CELLULAR LTE SERV-UB	0.00	1,232.38	
000239	CITY OF FORT LUPTON	05/09/2023	Regular	0.00	50.00	100295
050123	Invoice	05/03/2023	GF-CASE REFUND-COURT	0.00	50.00	
000241	CITY OF FT LUPTON-UTIL INVOICE	05/09/2023	Regular	0.00	13,976.44	100296
110035001 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	77.30	
110221001 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	42.90	
110222001 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	54.90	
110251001 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	34.65	
330025001 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	34.65	
330031001 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	61.15	
330045001 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	154.03	
330166001 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	97.60	
330920000 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	34.65	
550055501 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	158.59	
550057001 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	516.10	
550057601 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	1,801.48	
550057701 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	34.65	
660092001 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	38.63	
770109501 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	34.65	
770116501 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	35.11	
770229001 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	137.13	
770229501 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	34.65	
770229601 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	34.65	
770231101 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	53.30	
990004001 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	34.65	
990004101 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	91.25	
990005001 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	261.22	
990006001 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	34.65	
990007001 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	34.65	
990008001 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	34.65	
990132001 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	9,902.82	
999910000 APR23	Invoice	04/28/2023	Water/Sewer Bill-City	0.00	111.78	
	Void	05/09/2023	Regular	0.00	0.00	100297
000247	CLIFTONLARSONALLEN LLP	05/09/2023	Regular	0.00	35,175.00	100298
3695364	Invoice	05/02/2023	GF-2022 AUDIT FEES-FINANCE	0.00	35,175.00	
000267	COLONIAL LIFE	05/09/2023	Regular	0.00	105.96	100299
#78168200501213	Invoice	05/01/2023	GF-SUPP INS FOR MAY-HR	0.00	105.96	
000268	COLORADO ANALYTICAL LAB	05/09/2023	Regular	0.00	48.00	100300
230418010	Invoice	05/02/2023	UF-COLIFORMS DRINKING WATER-W LINES	0.00	48.00	
002651	COLORADO COMMUNITY MEDIA	05/09/2023	Regular	0.00	684.88	100301
84944	Invoice	05/02/2023	GF-LEGAL NOTICE-FIN	0.00	99.88	
85930	Invoice	05/05/2023	GF-DISPLAY-CITY CL	0.00	585.00	

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000321	COUNTERTRADE PRODUCTS INC	05/09/2023	Regular	0.00	854.00	100302
SI-00042253	Invoice	05/02/2023	Getac B360	0.00	854.00	
000455	FASTENAL COMPANY 01COFTL	05/09/2023	Regular	0.00	20.95	100303
COFTL193177	Invoice	05/04/2023	GF-PARTS-PW SHOP	0.00	20.95	
002821	FIESTA TIME INC	05/09/2023	Regular	0.00	765.00	100304
5392	Invoice	05/02/2023	GF-TABLE/CHAIR RENTAL-COM EVENTS	0.00	540.00	
5394	Invoice	05/03/2023	GF-FIELD OF HONOR CHAIR RENTAL-COM EV...	0.00	225.00	
003298	HARRY LAYTON	05/09/2023	Regular	0.00	24.00	100305
041223	Invoice	05/04/2023	REC-REFUND H.LAYTON	0.00	24.00	
002448	HIGH PLAINS NEW HOLLAND	05/09/2023	Regular	0.00	588.51	100306
I18622	Invoice	05/04/2023	GF-MOWER BLADE-STREETS	0.00	588.51	
000615	J&M DISPLAYS, INC.	05/09/2023	Regular	0.00	16,500.00	100307
58440	Invoice	05/02/2023	GF-Fireworks Display-Events	0.00	16,500.00	
001786	JOHNSON CONTROLS SECURITY SOLUTIONS	05/09/2023	Regular	0.00	196.93	100308
38604214	Invoice	05/02/2023	CPR-SECURITY ALARM-MUSEUM	0.00	196.93	
003260	KING SURVEYORS, LLC	05/09/2023	Regular	0.00	6,716.50	100309
419093	Invoice	05/02/2023	Surveying of the EAST Side of Parking Lot	0.00	6,716.50	
000735	LL JOHNSON DISTRIBUTING	05/09/2023	Regular	0.00	1,194.00	100310
1149929-00	Invoice	05/04/2023	GF-PARK TRAILS SLEEVES-PARKS	0.00	1,194.00	
000745	LOUIS A GRESH	05/09/2023	Regular	0.00	1,600.00	100311
5/1/23	Invoice	05/01/2023	GF-DOCKETS,TRIALS-COURT	0.00	1,600.00	
001799	MAC EQUIPMENT INC	05/09/2023	Regular	0.00	18,501.00	100312
424733	Invoice	04/27/2023	Walker Mower	0.00	18,501.00	
000847	NORMAN'S MEMORIALS INC.	05/09/2023	Regular	0.00	120.00	100313
050323	Invoice	05/04/2023	CEM-HEIDI LYNCH	0.00	120.00	
000865	OFFICE DEPOT	05/09/2023	Regular	0.00	136.82	100314
292552775-001	Invoice	05/02/2023	GF-TONER CARTRIDGE-PW SHOP	0.00	136.82	
000862	O'REILLY AUTO PARTS	05/09/2023	Regular	0.00	677.92	100315
4489-450581	Invoice	05/04/2023	CEM-BATTERY	0.00	45.35	
4489-450750	Invoice	05/04/2023	GF/UF-MOTOR OIL-STREETS/W LINES	0.00	499.95	
4489-453625	Invoice	05/04/2023	UF-BATTERY-W LINES	0.00	132.62	
003046	PERKINS + WILL, INC.	05/09/2023	Regular	0.00	93,900.00	100316
222254.000 - 199...	Invoice	05/04/2023	RC-Design of Additions-Rec Center	0.00	93,900.00	
002265	QUADIENT FINANCE USA INC	05/09/2023	Regular	0.00	301.00	100317
042623	Invoice	05/03/2023	GF-POSTAGE RECHARGES MAR23	0.00	301.00	
000931	R & L TIRES	05/09/2023	Regular	0.00	25.00	100318
48355	Invoice	05/04/2023	GF-TIRE REPAIR-PW SHOP	0.00	25.00	
000932	R & M SERVICES	05/09/2023	Regular	0.00	78.13	100319
10730	Invoice	05/02/2023	GF-FORD EDGE SERVICE-MISC	0.00	78.13	
003150	REDI SERVICES, LLC	05/09/2023	Regular	0.00	220.00	100320
0000023453	Invoice	04/30/2023	CEM-PORTABLE TOILET	0.00	220.00	
000990	SCIENTURFIC	05/09/2023	Regular	0.00	355.12	100321
T-127430	Invoice	05/04/2023	CEM-SOD	0.00	355.12	
003155	SHIRTS BY CHA LLC	05/09/2023	Regular	0.00	150.00	100322
2153	Invoice	05/02/2023	GF-BANNERS FOH-COM EVENT	0.00	150.00	
001624	STATE OF COLORADO	05/09/2023	Regular	0.00	23,531.08	100323

Check Report

Date Range: 05/03/2023 - 05/16/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
10970-23	Invoice	05/02/2023	UF-BILLS/LATE NOTICES-UB	0.00	2,671.90	
14018-23	Invoice	05/02/2023	UF-BILLS/LATE NOTICES-UB	0.00	2,718.04	
16044-23	Invoice	05/02/2023	UF-BILLS/LATE NOTICES-UB	0.00	2,891.67	
18627-23	Invoice	05/02/2023	UF-BILLS/LATE NOTICES-UB	0.00	2,777.27	
21374-22-1	Invoice	05/03/2023	UF-BILLS/LATE NOTICES-UB	0.00	2,351.30	
22210-23	Invoice	05/02/2023	UF-BILLS/LATE NOTICES-UB	0.00	2,758.70	
24224-22	Invoice	05/02/2023	UF-BILLS/LATE NOTICES-UB	0.00	2,355.28	
5754-23	Invoice	05/02/2023	UF-BILLS/LATE NOTICES-UB	0.00	2,418.08	
8342-23	Invoice	05/02/2023	UF-BILLS/LATE NOTICES-UB	0.00	2,588.84	
003297	SWEET PEA CLEANING, LLC	05/09/2023	Regular	0.00	1,360.00	100324
7740	Invoice	05/03/2023	REC-APRIL CLEANING	0.00	1,360.00	
001075	THE CONSOLIDATED MUTUAL	05/09/2023	Regular	0.00	270,987.32	100325
042123	Invoice	05/02/2023	UF-2023 PERRY PIT LEASE-WATER	0.00	270,987.32	
002725	TIRES TO GREEN RECYCLING COLORADO LLC	05/09/2023	Regular	0.00	796.00	100326
0457_CM	Invoice	05/02/2023	GF-RECYCLE CLEAN UP DAYS-LEGIS	0.00	796.00	
001149	UTILITY NOTIFICATION CENTER	05/09/2023	Regular	0.00	321.21	100327
223040608	Invoice	05/02/2023	SSTX-APR23 RTL TRANSMISSIONS-STREETS	0.00	321.21	
001156	VERIZON WIRELESS SVCS LLC	05/09/2023	Regular	0.00	5,383.38	100328
9933506641	Invoice	04/26/2023	Verizon Bill	0.00	5,383.38	
001174	WAGNER EQUIPMENT CO.	05/09/2023	Regular	0.00	712.63	100329
P00C2566414	Invoice	05/04/2023	GF-FILTERS-STREETS	0.00	712.63	
001963	WASTE CONNECTIONS OF COLO, INC	05/09/2023	Regular	0.00	1,537.97	100330
6943433V311	Invoice	05/04/2023	GF-MAY23 TRASH SRVC-PARKS	0.00	167.07	
6943860V311	Invoice	05/04/2023	CEM-MAY23 TRASH SRVC	0.00	146.38	
6980141V311	Invoice	04/30/2023	Waste Connections	0.00	334.35	
6980292V311	Invoice	04/30/2023	Waste Connections	0.00	172.58	
6980293V311	Invoice	04/30/2023	Waste Connections	0.00	193.79	
6980294V311	Invoice	04/30/2023	Waste Connections	0.00	345.72	
6980295V311	Invoice	04/30/2023	Waste Connections	0.00	64.78	
6980296V311	Invoice	04/30/2023	Waste Connections	0.00	113.30	
001187	WEIFIELD GROUP CONTRACTING INC	05/09/2023	Regular	0.00	8,672.42	100331
12345074	Invoice	05/04/2023	UF-SUMP PUMP MAINT-WWTP	0.00	1,065.00	
12444146	Invoice	05/04/2023	UF-ELECTRICAL PANEL MAINT-WWTP	0.00	5,857.50	
12449266	Invoice	05/04/2023	UF-INSTALLED OUTLET FOR CAMERA-WWTP	0.00	779.92	
12457458	Invoice	05/04/2023	UF-AERATOR PUMP BREAKER MAINT-WWTP	0.00	970.00	
001224	XCEL ENERGY-GAS	05/09/2023	Regular	0.00	1,304.83	100332
826300555	Invoice	05/01/2023	CITY APR 23 GAS SERVICE	0.00	1,304.83	
001195	YODER CHEVROLET LLC	05/09/2023	Regular	0.00	85.00	100333
260868	Invoice	05/02/2023	GF-CHEVY CO PROGRAM KEY-PW SHOP	0.00	85.00	
000031	ADAMSON POLICE PRODUCTS	05/16/2023	Regular	0.00	44.95	100334
INV395419	Invoice	05/08/2023	GF-BLACKHAWK MICRO DROP LEG PLATFO...	0.00	44.95	
002254	ADIDAS AMERICA INC	05/16/2023	Regular	0.00	48.43	100335
6159447310	Invoice	05/08/2023	GF-POLO-PW SHOP	0.00	48.43	
003196	AMAZE HEALTH	05/16/2023	Regular	0.00	1,650.00	100336
INV - 1320	Invoice	05/08/2023	GF-MAY23-MISC	0.00	1,650.00	
001293	AMAZON.COM	05/16/2023	Regular	0.00	996.41	100337
112-4142004-086...	Invoice	05/08/2023	GF-BUCKET ORGANIZER-ENG	0.00	61.95	
112-8553916-951...	Invoice	05/08/2023	GF-TOOL BOX LOCKS-ENG	0.00	12.95	
11H4-F7PK-DTNQ	Invoice	05/08/2023	GF-GAUZE,SHEARS,COOLER-PD	0.00	484.76	
1CHY-KT4T-DTRC	Invoice	05/08/2023	GF-SUPPLIES-PW SHOP	0.00	436.75	

Check Report

Date Range: 05/03/2023 - 05/16/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000108	AUSMUS LAW FIRM PC	05/16/2023	Regular	0.00	1,800.00	100338
8132	Invoice	05/01/2023	GF-PROSECUTION SRVS-COURT	0.00	1,800.00	
001918	AXON ENTERPRISES INC	05/16/2023	Regular	0.00	171.10	100339
INUS153577	Invoice	05/08/2023	GF-TASER-PD	0.00	171.10	
001646	BANK OF COLORADO	05/16/2023	Regular	0.00	157.56	100340
0227 MAY23	Invoice	05/10/2023	UF-APR23 CNG FUEL CHARGES	0.00	157.56	
001601	BEST BUY BUSINESS ADVANTAGE ACCOUNT	05/16/2023	Regular	0.00	1,389.96	100341
6995916	Invoice	05/10/2023	GF-TV'S FOR NEW OFFICE BUILDING-PLANNI...	0.00	689.97	
7014328	Invoice	05/10/2023	GF-TV'S FOR NEW OFFICE BUILDING-PLANNI...	0.00	699.99	
000167	BRIGHTON FORD INC	05/16/2023	Regular	0.00	539.49	100342
352989	Invoice	05/08/2023	GF-FORD EXPLORER REPAIRS-PD	0.00	539.49	
000216	CHAMBER OF COMMERCE	05/16/2023	Regular	0.00	20.00	100343
050523	Invoice	05/08/2023	GF-V.BLACKSTON MAY 10 LUNCHEON-LEGIS	0.00	20.00	
000248	CMCA	05/16/2023	Regular	0.00	1,000.00	100344
050323	Invoice	05/08/2023	100-1300-532800 Staff Development CMCA ...	0.00	1,000.00	
003085	COLORADO INFORMATION SHARING CONSORTIUM	05/16/2023	Regular	0.00	532.80	100345
1528	Invoice	05/08/2023	GF-2023 CISC MEMBERSHIP FEE-PD	0.00	532.80	
000306	COMCAST BUSINESS	05/16/2023	Regular	0.00	2,744.58	100346
170820319	Invoice	05/01/2023	Comcast Phones	0.00	2,744.58	
000307	COMCAST CABLE COMM, LLC	05/16/2023	Regular	0.00	175.33	100347
0116038-MAY23	Invoice	05/08/2023	REC-MAY23 PHONE SERVICE	0.00	175.33	
000326	COYOTE CREEK GOLF COURSE	05/16/2023	Regular	0.00	2,000.00	100348
051023	Invoice	05/10/2023	GF-JOHN MAYS MEMORIAL GOLF TOURN 4 ...	0.00	2,000.00	
002961	DHM DESIGN CORPORATION	05/16/2023	Regular	0.00	15,662.48	100349
46585	Invoice	05/09/2023	GF- Splash Park Full Design -Parks	0.00	15,662.48	
002169	GH PHIPPS CONSTRUCTION COMPANIES	05/16/2023	Regular	0.00	1,500.00	100350
050823	Invoice	05/10/2023	UF-HYD METER DEP REFUND-UB	0.00	1,500.00	
000546	GREEN MILL SPORTSMAN'S CLUB	05/16/2023	Regular	0.00	450.00	100351
114	Invoice	05/02/2023	GF-OFFICER TRAINING-PD	0.00	450.00	
002674	HAYES POZNANOVIC KORVER, LLC	05/16/2023	Regular	0.00	6,086.00	100352
47982	Invoice	05/04/2023	WST-APR23 LEGAL FEES-WATER	0.00	6,086.00	
003101	LANGUAGELINE SOLUTIONS	05/16/2023	Regular	0.00	162.94	100353
10995641	Invoice	05/08/2023	GF-INTERPRETATION-PD	0.00	162.94	
001292	LIFE STORIES CHILD & FAMILY ADVOCACY	05/16/2023	Regular	0.00	375.00	100354
11-772	Invoice	05/08/2023	GF-1ST QUARTER BILL-PD	0.00	375.00	
003303	MAGALY MORALES-TEJADA	05/16/2023	Regular	0.00	271.17	100355
050423	Invoice	05/08/2023	GF-M.MORALES MILEAGE REIMBURSE-PLAN...	0.00	271.17	
000835	NEOGOV	05/16/2023	Regular	0.00	4,016.41	100356
INV-33690	Invoice	05/09/2023	GF-ONBOARD SUBSCRIPTION-HR	0.00	4,016.41	
000865	OFFICE DEPOT	05/16/2023	Regular	0.00	138.60	100357
308592077001	Invoice	05/09/2023	GF-FOIL,STORAGE BAGS-ADMIN	0.00	28.32	
308592850001	Invoice	05/09/2023	GF-STORAGE BAGS-ADMIN	0.00	11.88	
308592851001	Invoice	05/09/2023	GF-PLATES-ADMIN	0.00	17.22	
309605101001	Invoice	05/09/2023	GF-DATE STAMP,BINDING-ADMIN	0.00	81.18	
000869	OPERATIONS MANAGEMENT INT	05/16/2023	Regular	0.00	142,909.81	100358
351230-24-06	Invoice	06/01/2023	OMI Monthly Allocations	0.00	142,909.81	

Check Report

Date Range: 05/03/2023 - 05/16/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000862	O'REILLY AUTO PARTS	05/16/2023	Regular	0.00	612.73	100359
4489-455081	Invoice	05/01/2023	UF/CEM-2015 GMC &2005 GEHL PARTS	0.00	316.10	
4489-455209	Invoice	05/02/2023	CEM-HOSE CLAMP,TWEEZER	0.00	44.98	
4489-455224	Invoice	05/02/2023	GF-WIPES,BATTERY-STREETS	0.00	251.65	
003044	PEAK FORM, LLC	05/16/2023	Regular	0.00	860.00	100360
1601K25213	Invoice	05/09/2023	GF-DRUG TESTING-MISC/HR/LEGIS	0.00	860.00	
000932	R & M SERVICES	05/16/2023	Regular	0.00	265.77	100361
10728	Invoice	05/09/2023	GF-PARTS/LABOR #1701-PD	0.00	265.77	
000975	TRINITY SCS, INC	05/16/2023	Regular	0.00	498.56	100362
9689-IN	Invoice	05/09/2023	GF-AUTO PARTS-PW SHOP	0.00	498.56	
001137	UNITED POWER	05/16/2023	Regular	0.00	31,583.27	100363
10553102 APR23	Invoice	05/01/2023	United Power	0.00	22.37	
1195501 APR23	Invoice	05/01/2023	United Power	0.00	1,480.91	
1195603 APR23	Invoice	05/01/2023	United Power	0.00	96.66	
1196401 APR23	Invoice	05/01/2023	United Power	0.00	33.82	
1207701 APR23	Invoice	05/01/2023	United Power	0.00	21.05	
1223101 APR23	Invoice	05/01/2023	United Power	0.00	20.00	
1240301 APR23	Invoice	05/01/2023	United Power	0.00	128.05	
1241801 APR23	Invoice	05/01/2023	United Power	0.00	801.46	
1241903 APR23	Invoice	05/01/2023	United Power	0.00	109.19	
1276101 APR23	Invoice	05/01/2023	United Power	0.00	47.29	
1279801 APR23	Invoice	05/01/2023	United Power	0.00	24.72	
1295501 APR23	Invoice	05/01/2023	United Power	0.00	57.73	
1296101 APR23	Invoice	05/01/2023	United Power	0.00	177.66	
1299501 APR23	Invoice	05/01/2023	United Power	0.00	112.00	
1302801 APR23	Invoice	05/01/2023	United Power	0.00	1,698.10	
1302901 APR23	Invoice	05/01/2023	United Power	0.00	133.16	
1316801 APR23	Invoice	05/01/2023	United Power	0.00	720.33	
1322501 APR23	Invoice	05/01/2023	United Power	0.00	4,654.68	
1360303 APR23	Invoice	05/01/2023	United Power	0.00	38.97	
13842400 APR23	Invoice	05/01/2023	United Power	0.00	53.82	
14427100 APR23	Invoice	05/01/2023	United Power	0.00	72.76	
15232500 APR23	Invoice	05/01/2023	United Power	0.00	22.17	
17149700 APR23	Invoice	05/01/2023	United Power	0.00	53.31	
17761600 APR23	Invoice	05/01/2023	United Power	0.00	20.01	
17868800 APR23	Invoice	05/01/2023	United Power	0.00	20.00	
18057500 APR23	Invoice	05/01/2023	United Power	0.00	491.49	
18498400 APR23	Invoice	05/01/2023	United Power	0.00	280.36	
18762100 APR23	Invoice	05/01/2023	United Power	0.00	30.94	
19545100 APR23	Invoice	05/01/2023	United Power	0.00	477.40	
20040100APR23	Invoice	05/01/2023	United Power	0.00	296.45	
21675200 APR23	Invoice	05/01/2023	United Power	0.00	63.62	
21675300 APR23	Invoice	05/01/2023	United Power	0.00	46.41	
22185901 APR23	Invoice	05/01/2023	United Power	0.00	20.12	
3399301 APR23	Invoice	05/01/2023	United Power	0.00	52.13	
6612303 APR23	Invoice	05/01/2023	United Power	0.00	21.07	
6779701 APR23	Invoice	05/01/2023	United Power	0.00	6,540.66	
704901 APR23	Invoice	05/01/2023	United Power	0.00	8,431.47	
7225800 APR23	Invoice	05/01/2023	United Power	0.00	20.03	
726705 APR23	Invoice	05/01/2023	United Power	0.00	20.00	
7280200 APR23	Invoice	05/01/2023	United Power	0.00	21.48	
733101 APR23	Invoice	05/01/2023	United Power	0.00	188.35	
762901 APR23	Invoice	05/01/2023	United Power	0.00	55.97	
803908 APR23	Invoice	05/01/2023	United Power	0.00	3,346.39	
8976200 APR23	Invoice	05/01/2023	United Power	0.00	558.71	
	Void	05/16/2023	Regular	0.00	0.00	100364

Check Report

Date Range: 05/03/2023 - 05/16/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Void	05/16/2023	Regular	0.00	0.00	100365
002132	VECTOR DISEASE CONTROL	05/16/2023	Regular	0.00	3,301.20	100366
PI-A00012218	Invoice	05/01/2023	GF-Mosquito Management - PW	0.00	3,301.20	
001189	WELD COUNTY ACCTG DEPART	05/16/2023	Regular	0.00	8,072.29	100367
050223	Invoice	05/02/2023	APR23 FUEL CHARGES	0.00	8,072.29	
001208	WHITE BEAR ANKELE TANAKA & WALDRON	05/16/2023	Regular	0.00	1,937.26	100368
26764	Invoice	05/09/2023	GF-LUPTON VILLAGE COMMERCIAL LEGAL F...	0.00	486.88	
27258	Invoice	05/09/2023	GF-LUPTON VILLAGE COMMERCIAL LEGAL F...	0.00	1,450.38	
001212	WILLIAMS AND WEISS CONSULTING	05/16/2023	Regular	0.00	4,930.00	100369
1830	Invoice	05/08/2023	Water Engineering Services	0.00	4,930.00	
000119	BANK OF COLORADO	05/05/2023	Bank Draft	0.00	6,566.69	DFT0002162
INV0001371	Invoice	05/05/2023	HSA DISTRIBUTION	0.00	6,566.69	
000119	BANK OF COLORADO	05/05/2023	Bank Draft	0.00	865.83	DFT0002163
INV0001372	Invoice	05/05/2023	HSA DISTRIBUTION	0.00	865.83	
001416	VALIC_1	05/05/2023	Bank Draft	0.00	43,763.04	DFT0002164
INV0001373	Invoice	05/05/2023	VALIC - 457(b) \$ Contributions	0.00	43,763.04	
001265	IRS	05/05/2023	Bank Draft	0.00	72,395.85	DFT0002165
INV0001374	Invoice	05/05/2023	Federal Withholding	0.00	72,395.85	
001418	CO DEPARTMENT OF REVENUE	05/05/2023	Bank Draft	0.00	12,786.00	DFT0002166
INV0001375	Invoice	05/05/2023	CO Withholding	0.00	12,786.00	
001416	VALIC_1	05/03/2023	Bank Draft	0.00	80.68	DFT0002167
INV0001376	Invoice	05/03/2023	VALIC - Regular Plan Retirement Contributio...	0.00	80.68	
001265	IRS	05/03/2023	Bank Draft	0.00	137.16	DFT0002168
INV0001377	Invoice	05/03/2023	Federal Withholding	0.00	137.16	
001418	CO DEPARTMENT OF REVENUE	05/03/2023	Bank Draft	0.00	22.00	DFT0002169
INV0001378	Invoice	05/03/2023	CO Withholding	0.00	22.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	180	76	0.00	770,112.38
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-2,351.30
Bank Drafts	8	8	0.00	136,617.25
EFT's	0	0	0.00	0.00
	188	88	0.00	904,378.33

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	245	113	0.00	1,036,927.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-2,351.30
Bank Drafts	8	8	0.00	136,617.25
EFT's	0	0	0.00	0.00
	253	125	0.00	1,171,193.80

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	5/2023	266,815.47
999	POOLED CASH/CONSOLIDATED CASH	5/2023	904,378.33
			1,171,193.80

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 2, 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, May 2, 2023. Mayor Pro-Tem Chris Ceretto called the meeting to order at 6:01 p.m. and invited everyone to join him in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were Councilmembers, Bruce Fitzgerald, Valerie Blackston, David Crespin, Chris Cerretto, and Claud Hanes. Mayor Zo Hubbard participated by phone. Councilmember Carlos Barron was absent.

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

PROCLAMATION

Mayor Pro-Tem Cerretto read the 2023 Mental Health Awareness Proclamation and proclaimed the month of May 2023 as “Mental Health Month” in the City of Fort Lupton.

Mayor Pro-Tem Cerretto also read the 2023 Economic Development Proclamation and proclaimed the period between May 8, 2023 and May 12, 2023 as “Economic Development Week” in the City of Fort Lupton.

PERSONS TO ADDRESS COUNCIL

The Coordinator for North Range Behavioral Crisis Resiliency Center thanked the Community of Fort Lupton and stated they are appreciative of Fort Lupton’s support. She also stated they provide mobile service to assist police when needed.

APPROVAL OF AGENDA

Staff requested the addition of AM 2023-080, Awarding Contract to Filmtec Corporation for Purchase of the Water Treatment Plant’s Primary Logic Controllers Upgrade Materials for an Amount Not to Exceed \$190,000.00 from the Utility Fund - Water Treatment Plant to be added to the agenda under Action Memorandum. It was moved by Bruce Fitzgerald and seconded by Claud Hanes to approve the agenda as amended. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the May 2, 2023, payables; there were no questions or comments from the Mayor or Council.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 2, 2023**

CONSENT AGENDA

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

- April 18, 2023 City Council Meeting Minutes
- Second Reading Ordinance 2023-1154 ADOPTING AN ORDINANCE AUTHORIZING A LEASE PURCHASE TRANSACTION AND IN CONNECTION THEREWITH, AUTHORIZING THE LEASING OF CERTAIN CITY PROPERTY AND THE EXECUTION AND DELIVERY OF A SITE LEASE, A LEASE PURCHASE AGREEMENT AND OTHER FINANCING DOCUMENTS IN CONNECTION THEREWITH; AND SECOND PROVIDING OTHER MATTERS RELATING THERETO
- Approving a Resolution 2023R017 FOR 2023 OUTDOOR WATER RESTRICTIONS TO BE EFFECTIVE JUNE 1, 2023 (AM 2023-074)
- Approving the Release of the Temporary Construction Easement Agreement with John J. and Cynthia J. Fitzsimmons for Construction of the City's Augmentation Structure from the Fulton Ditch (AM 2023-075)
- Approving the Purchase of 40 Dell Latitude Laptops for an Amount Not to Exceed \$69,686.40, Allocated From the General Fund- IT Department (AM 2023-076)
- Approving a Resolution 2023R018 RATIFYING THE MAYOR'S APPOINTMENT OF DONALD "DOUG" WALKER TO THE GOLF COMMITTEE FOR A TERM BEGINNING MAY 2, 2023, AND ENDING DECEMBER 31, 2023 (AM 2023-079)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2023-077 Awarding Contract to Browns Hill Engineering and Controls for Installation and Programming of the Water Treatment Plant's Primary Logic Controllers Upgrade for an Amount Not to Exceed \$104,769.00 from the Utility Fund - Water Treatment Plant

CH2M is providing upgrade/expansion engineering services for the Water Treatment Plant Expansion project. Long lead items purchased separately from General Construction contracting will prevent delays for a timely delivery for the project.

The Primary Logic Controllers (PLC) will be delivered in November for installation by the beginning of 2024. These items are sole sourced because the filtration skid needs to be the same as what we are currently using at the plant. Browns Hill was selected because of familiarity with our WTP. These are the PLC's that work with the filtration skids. This purchase is for upgrading the existing 5 skids (25 years old and no longer supported) as well as the 2 new skids being purchased and installed at the plant.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 2, 2023**

This agreement provides for 5% due at order (\$9,500), 25% due with submittals (\$47,500), 60% due on delivery to site (\$114,000) and final 10% due on start-up (\$19,000).

<i>Project Budget</i>	Construction		Budget	
	Engineering CH2M	\$ 425,292	WTP Expansion	\$3,000,000
	PLC	\$ 294,769	pretreatment	\$5,000,000
	Filtration Skids			
	Remaining Constr Est	\$6,679,939		
	Total	\$7,400,000		\$8,000,000

It was moved by Zo Hubbard and seconded by Bruce Fitzgerald to Award Contract to Browns Hill Engineering and Controls for Installation and Programming of the Water Treatment Plant's Primary Logic Controllers Upgrade for an Amount Not to Exceed \$104,769.00 from the Utility Fund - Water Treatment Plant. Motion passed unanimously on roll call vote.

AM 2023-078 Accepting a Proposal from Rushworks to Upgrade the Audio System and Microphones in the Council Chambers for an Amount Not to Exceed \$47,834.00, Allocated from the General Fund- IT Department

IT has budgeted \$47,000.00 for the upgrade of audio and microphones within the council chambers. This project is a completely new audio system and includes digital mic bases with lavalier elements for council positions, eight additional wireless lavalier kits with rechargeable bases. All microphone muting can be controlled remotely. Includes 8 individually-addressable overhead speakers for reduction of feedback. Control system brain with software panel for muting controls. Training and installation are included. The cost of equipment has gone up from the previous estimated quote. This project will not exceed \$47, 834.00.

It was moved by Claud Hanes and seconded by Bruce Fitzgerald to Accept a Proposal from Rushworks to Upgrade the Audio System and Microphones in the Council Chambers for an Amount Not to Exceed \$47,834.00, Allocated from the General Fund- IT Department. Motion passed unanimously on roll call vote.

AM 2023-080 Awarding Contract to Filmtec Corporation for Purchase of the Water Treatment Plant's Primary Logic Controllers Upgrade Materials for an Amount Not to Exceed \$190,000.00 from the Utility Fund - Water Treatment Plant.

CH2M is providing upgrade/expansion engineering services for the Water Treatment Plant Expansion project. Long lead items purchased separately from General Construction contracting

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 2, 2023**

will prevent delays for a timely delivery for the project.

The Primary Logic Controllers (PLC) will be delivered in November for installation by the beginning of 2024. These items are sole sourced because the filtration skids need to be the same as what we are currently using at the plant. These are the PLC's that work with the filtration skids. This purchase is for upgrading the existing 5 skids and Filter Master PLC (25 years old and no longer supported) as well as the 2 new skids being purchased and installed at the plant.

<i>Project Budget</i>	Construction	Budget	
	Engineering CH2M	\$ 425,292	WTP Expansion \$3,000,000
	PLC	\$ 294,769	pretreatment \$5,000,000
	Filtration Skids		
	Remaining Constr Est	\$6,679,939	
	Total	\$7,400,000	\$8,000,000

It was moved by Bruce Fitzgerald and seconded by David Crespín to Award Contract to Filmtec Corporation for Purchase of the Water Treatment Plant's Primary Logic Controllers Upgrade Materials for an Amount Not to Exceed \$190,000.00 from the Utility Fund - Water Treatment Plant. Motion passed unanimously on roll call vote.

STAFF

Chris Cross, City Administrator, stated there will be a few items including a press release coming out for Economic Development Week that Michelle Magelssen, Economic Development Manager, has been working on with Mayor Hubbard. He also recognized Michelle for all the hard work she has been doing to get Fort Lupton headed in the right direction for economic development.

MAYOR/COUNCIL REPORTS

Councilmember, Bruce Fitzgerald, stated he enjoyed the Field of Honor.

FUTURE CITY EVENTS

May 7, 2023	Cinco de Mayo 5k Run/Walk, Rail Road Park 7:30 a.m.
May 9, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.- CANCELLED
May 16, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
May 29, 2023	Memorial Day Services, Hillside Cemetery 9:00 a.m.
May 30, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 2, 2023**

EXECUTIVE SESSION

It was moved by Zo Hubbard and seconded by Bruce Fitzgerald to move to 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)." Annexation. Motion passed unanimously on roll call vote. The following moved into Executive Session: Mayor Hubbard, Mayor Pro-Tem Chris Cerretto, Councilmembers Bruce Fitzgerald, Valerie Blackston, David Crespín and Claud Hanes, City Attorney, Andy Ausmus, City Administrator, Chris Cross, Finance Director, Leanne Perino, Public Works Director, Roy Vestal, and Planning Director, Todd Hodges.

The Executive Session ended at 6:49 and the regular meeting reconvened.

ADJOURNMENT

The meeting adjourned at 6:49 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor



SUBJECT FOR DISCUSSION

Adopting an Ordinance Approving a Franchise Agreement Renewal with Comcast of Colorado IX, LLC

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City Attorney has reviewed and approved wording in the attached franchise agreement. This agreement includes all negotiated items from both parties and is a fair representation of what is acceptable to both parties.

The term of the franchise is set for ten (10) years. The franchise fee is set at 5% of Grantee's Gross Revenues received from the operations of the Cable System within the franchise area.

FINANCIAL CONSIDERATIONS

The general fund receives approximately \$63,600 a year from Comcast Franchise fees

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

- Accept the franchise agreement from Comcast of Colorado IX, LLC
- Do not accept the franchise agreement from Comcast of Colorado IX, LLC

STAFF RECOMMENDATIONS

Staff recommends adopting the ordinance authorizing the franchise agreement with Comcast of Colorado IX, LLC

Attachments: a. Ordinance
 b. Exhibit A- Franchise Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO. 2023-xx

INTRODUCED BY:

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO EXTENDING A NONEXCLUSIVE CABLE FRANCHISE AGREEMENT TO COMCAST OF COLORADO IX, LLC, (Exhibit "A") PROVIDING FOR FRANCHISE FEES, TERM OF FRANCHISE, FRANCHISE AREA, TECHNICAL STANDARDS AND EVALUATIONS, REPORTING REQUIREMENTS, ACCESS CHANNELS, PENALTIES, BOND AND INSURANCE PROVISIONS IN CONNECTION WITH OPERATING A CABLE SYSTEM FOR THE DISTRIBUTION OF TELEVISIONS SIGNALS

WHEREAS, Comcast of Colorado IX, LLC, currently holds a non-exclusive franchise from the City of Fort Lupton, Colorado by virtue of a Franchise Agreement; and

WHEREAS, Comcast of Colorado IX, LLC, has requested a renewal of its franchise to maintain, construct and operate its cable system over, under and along the public rights-of-way and properties within the City's jurisdiction for use by the City's residents; and

WHEREAS, the City desires to protect and manage the aforesaid rights-of-way, require high standards of customer service, ensure future technical improvements to maintain a technologically advanced cable system, obtain complementary services for its public buildings, receive compensation for Comcast's use of the City's rights-of-way as provided by federal law, establish certain reporting requirements and provide for the current and future cable-related needs of its residents; and

WHEREAS, the City of Fort Lupton, Colorado has considered the Comcast of Colorado IX, LLC Franchise Agreement between the City of Fort Lupton, Colorado and Comcast at a duly advertised and notice public meeting on May 16, 2023; and

WHEREAS, the City of Fort Lupton, Colorado has determined that Comcast of Colorado IX, LLC has the financial, legal and technical ability to provide cable services to the City's residents; and

WHEREAS, the City of Fort Lupton, City Council, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast of Colorado IX, LLC's franchise according to the terms and conditions contained herein.

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

that the City Council of the City of Fort Lupton does hereby adopt the Comcast of Colorado IX, LLC Franchise Agreement between the City of Fort Lupton and Comcast of Colorado IX, LLC, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

All ordinance or parts of ordinance inconsistent herewith are hereby expressly repealed.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 16TH day of May 2023.

PUBLISHED in the Fort Lupton Press the 25th day of May 2023.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED by title only this ____ day of _____2023.

PUBLISHED BY TITLE ONLY the ____ day of _____2023.

EFFECTIVE (after publication) the ____ day of _____2023.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

**COMCAST OF COLORADO IX, LLC AND
THE CITY OF FORT LUPTON, COLORADO**

CABLE FRANCHISE AGREEMENT

TABLE OF CONTENTS

SECTION 1.	DEFINITIONS AND EXHIBITS	1
(A)	DEFINITIONS.....	6
(B)	EXHIBITS	6
SECTION 2.	GRANT OF FRANCHISE	7
2.1	Grant	7
2.2	Use of Rights-of-Way	8
2.3	Effective Date and Term of Franchise	8
2.4	Franchise Nonexclusive	8
2.5	Police Powers.....	9
2.6	Competitive Equity	9
2.7	Familiarity with Franchise	10
2.8	Effect of Acceptance.....	11
SECTION 3.	FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS	11
3.1	Franchise Fee	11
3.2	Payments	11
3.3	Acceptance of Payment and Recomputation	11
3.4	Quarterly Franchise Fee Reports	11
3.5	Annual Franchise Fee Reports	11
3.6	Audits.....	12
3.7	Late Payments	12
3.8	Underpayments	12
3.9	Alternative Compensation	12
3.10	Maximum Legal Compensation.....	13
3.11	Additional Commitments Not Franchise Fee Payments.....	13
3.12	Tax Liability.....	15
3.13	Financial Records.....	15
3.14	Payment on Termination.....	15
SECTION 4.	ADMINISTRATION AND REGULATION	15
4.1	Authority	15
4.2	Rates and Charges	16
4.3	Rate Discrimination	16
4.4	Filing of Rates and Charges	16
4.5	Cross Subsidization.....	17
4.6	Reserved Authority	17
4.7	Franchise Amendment Procedure	17

4.8	Performance Evaluations	17
4.9	Late Fees	18
4.10	Force Majeure	18
SECTION 5.	FINANCIAL AND INSURANCE REQUIREMENTS	18
5.1	Indemnification	18
5.2	Insurance	20
5.3	Deductibles / Certificate of Insurance.....	20
5.4	Letter of Credit	21
SECTION 6.	CUSTOMER SERVICE	22
6.1	Customer Service Standards	22
6.2	Subscriber Privacy	22
6.3	Subscriber Contracts	23
6.4	Advance Notice to Grantor	23
6.5	Identification of Local Franchise Authority on Subscriber Bills.....	23
SECTION 7.	REPORTS AND RECORDS.....	23
7.1	Open Records.....	23
7.2	Confidentiality	23
7.3	Records Required.....	24
7.4	Annual Reports	24
7.5	Copies of Federal and State Reports	25
7.6	Complaint File and Reports	25
7.7	Failure to Report	26
7.8	False Statements.....	26
SECTION 8.	PROGRAMMING	26
8.1	Broad Programming Categories.....	26
8.2	Deletion or Reduction of Broad Programming Categories.....	27
8.3	Obscenity	27
8.4	Parental Control Device.....	27
8.5	Continuity of Service Mandatory.....	27
8.6	Services for the Disabled	28
SECTION 9.	ACCESS	28
9.1	Designated Access Providers.....	28
9.2	Support for Access Programming Costs.....	28
9.3	Access Programming Support Not Franchise Fees.....	28
SECTION 10.	GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION	28
10.1	Right to Construct	28
10.2	Right-of-Way Meetings	28
10.3	Joint Trenching/Boring Meetings	29
10.4	General Standard.....	29
10.5	Permit Required for Construction.....	29

10.6	Emergency Permits	29
10.7	Compliance with Applicable Codes.....	29
10.8	GIS Mapping	30
10.9	Minimal Interference	30
10.10	Prevent Injury/Safety	30
10.11	Hazardous Substances.....	31
10.12	Locates	31
10.13	Notice to Private Property Owners	31
10.14	Underground Construction and Use of Poles.....	31
10.15	Undergrounding of Multiple Dwelling Unit Drops	32
10.16	Burial Standards.....	32
10.17	Cable Drop Bonding	33
10.18	Prewiring.....	33
10.19	Repair and Restoration of Property.....	33
10.20	Acquisition of Facilities	33
10.21	Discontinuing Use/Abandonment of Cable System Facilities.....	34
10.22	Movement of Cable System Facilities for Grantor Purposes.....	34
10.23	Movement of Cable System Facilities for Other Franchise Holders	35
10.24	Temporary Changes for Other Permittees	35
10.25	Reservation of Grantor Use of Right-of-Way.....	35
10.26	Tree Trimming.....	35
10.27	Inspection of Construction and Facilities	36
10.28	Stop Work	36
10.29	Work of Contractors and Subcontractors.....	36
SECTION 11. CABLE SYSTEM CONFIGURATION, TECHNICAL STANDARDS		
	AND TESTING	37
11.1	Subscriber Network	37
11.2	Technology Assessment.....	37
11.3	Standby Power	38
11.4	Emergency Alert Capability	38
11.5	Technical Performance	38
11.6	Cable System Performance Testing.....	38
11.7	Additional Tests	39
SECTION 12. SERVICE AVAILABILITY		39
SECTION 13. FRANCHISE VIOLATIONS		40
13.1	Procedure for Remediating Franchise Violations	40
13.2	Revocation	41
13.3	Procedures in the Event of Termination or Revocation.....	42
13.4	Purchase of Cable System.....	43
13.5	Receivership and Foreclosure	44
13.6	No Monetary Recourse Against the Grantor	44
13.7	Alternative Remedies.....	44
13.8	Assessment of Monetary Damages	45

13.9	Effective of Abandonment.....	45
13.10	What Constitutes Abandonment	45
SECTION 14. FRANCHISE RENEWAL AND TRANSFER.....		46
14.1	Renewal.....	46
14.2	Transfer of Ownership or Control.....	46
SECTION 15. SEVERABILITY		48
SECTION 16. MISCELLANEOUS PROVISIONS.....		48
16.1	Preferential or Discriminatory Practices Prohibited	48
16.2	Notices	48
16.3	Descriptive Headings	49
16.4	Publication Costs to be Borne by Grantee	49
16.5	Binding Effect.....	49
16.6	No Joint Venture	49
16.7	Waiver.....	49
16.8	Reasonableness of Consent or Approval	49
16.9	Entire Agreement	49
16.10	Jurisdiction.....	49
EXHIBIT A: Customer Service Standards		
EXHIBIT B: Report Form		

**COMCAST OF COLORADO IX, LLC AND
CITY OF FORT LUPTON, COLORADO**

CABLE FRANCHISE AGREEMENT

SECTION 1. DEFINITIONS AND EXHIBITS

(A) DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 “Access Programming” means the creation and distribution of video programming and other services and signals where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 “Activated” means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.3 “Affiliate,” when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.4 “Applicable Law” means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

1.5 “Bad Debt” means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.6 “Basic Service” is the level of programming service which includes, at a minimum, all Broadcast Channels, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.7 “Broadcast Channel” means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC § 534 and 535.

1.8 “Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.9 “Cable Act” means the Title VI of the Communications Act of 1934, as amended.

1.10 “Cable Operator” means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.11 “Cable Service” means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.12 “Cable System” means any facility, including Grantee’s, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.13 “Channel” means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.14 “Colorado Communications and Utility Alliance” or “CCUA” means the non-profit entity formed by franchising authorities and/or local governments in Colorado or its successor entity, whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively.

1.15 “Commercial Subscribers” means any Subscribers other than Residential Subscribers.

1.16 “Designated Access Provider” means the entity or entities designated now or in the future by the Grantor to manage or co-manage Access Channels and facilities. The Grantor may be a Designated Access Provider.

1.17 “Digital Starter Service” means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.18 “Downstream” means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.19 “Dwelling Unit” means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.20 “FCC” means the Federal Communications Commission.

1.21 “Fiber Optic” means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.22 “Franchise” means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the Grantor and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.23 “Franchise Area” means the area within the jurisdictional boundaries of the Grantor, including any areas annexed by the Grantor during the term of this Franchise.

1.24 “Franchise Fee” means that fee payable to the Grantor described in subsection 3.1 (A).

1.25 “Grantee” means Comcast of Colorado IX, LLC or its lawful successor, transferee or assignee.

1.26 “Grantor” or “City” is the City of Fort Lupton, Colorado, a body politic and corporate under the laws of the State of Colorado.

1.27 “Gross Revenues” means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

1.28 “Headend” means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.29 “Leased Access Channel” means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.30 “Manager” means the City Manager of the Grantor or designee.

1.31 “Person” means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.32 “Premium Service” means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.33 “Residential Subscriber” means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.34 “Right-of-Way” means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantor and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Right-of-Way shall also mean any easement now or hereafter held by the Grantor within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of way as shall within their proper use and meaning entitle the Grantor and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

1.35 “State” means the State of Colorado.

1.36 “Subscriber” means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who is in compliance with Grantee's regular and nondiscriminatory terms and conditions for receipt of service.

1.37 “Subscriber Network” means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.38 “Telecommunications” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(43)).

1.39 “Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(46)).

1.40 “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.41 “City Council” means the City Council of the City of Fort Lupton, or its successor, the governing body of the City of Fort Lupton, Colorado.

1.42 “Two-Way” means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.43 “Upstream” means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

(B) EXHIBITS

The following documents, which are occasionally referred to in this Franchise, are formally incorporated and made a part of this Franchise by this reference:

- 1) ***Exhibit A***, entitled Customer Service Standards.
- 2) ***Exhibit B***, entitled Report Form.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The Grantor hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the City to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Grantee with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable Grantor ordinance existing as of the Effective Date, as defined in subsection 2.3.

(C) Each and every term, provision or condition herein is subject to the provisions of State law, federal law, the Charter of the Grantor, and the ordinances and regulations enacted pursuant thereto. The Charter and Municipal Code of the Grantor, as the same may be amended from time to time, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the Grantor may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) This Franchise shall not be interpreted to prevent the Grantor from imposing additional lawful conditions for use of the Rights-of-Way.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the Grantor's ordinances and laws;

(2) Any permit, agreement, or authorization required by the Grantor for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the Grantor or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Grantor has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Rights-of-Way

(A) Subject to the Grantor's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the City such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City. Grantee, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the Grantor's Rights-of-Way in compliance with all applicable Grantor construction codes and procedures. As trustee for the public, the Grantor is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Grantee must follow Grantor established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that

minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the Grantor's role in protecting public health, safety and welfare, the Grantor may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with Grantor's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the Grantor, or which is installed without prior Grantor approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

2.3 Effective Date and Term of Franchise

This Franchise and the rights, privileges and authority granted hereunder shall take effect on _____, 2023 (the "Effective Date"), and shall terminate on _____, 2033 unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the Grantor to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the Grantor to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The Grantor may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the Grantor deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the Grantor to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Grantor or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The Grantor shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power; provided that such hereinafter enacted ordinances shall be reasonable and not materially modify the terms of this Franchise. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Grantor's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the Grantor reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the City. If the Grantor grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Grantee's material obligations under this Franchise, then the Grantor agrees that the obligations in this Franchise

will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. “Material terms and conditions” include, but are not limited to: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Access Programming support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services (as defined in the Cable Act) delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

(B) The modification process of this Franchise as provided for in Section 2.6 (A) shall only be initiated by written notice by the Grantee to the Grantor regarding specified franchise obligations. Grantee’s notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee’s obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the Grantor, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Grantee’s written notice as provided in Section 2.6 (B), the Grantor and Grantee agree that they will use best efforts in good faith to negotiate Grantee’s proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Grantor and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Grantor shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6 (C), or if the Grantor and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the Grantor grants to another provider of Cable Services, with the understanding that Grantee will use its current system design and technology infrastructure to meet any requirements of the new franchise so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the Grantor shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(E) Notwithstanding anything contained in this Section 2.6(A) through (D) to the contrary, the Grantor shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the City.

(F) Notwithstanding any provision to the contrary, at any time that a wireline facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the Grantor, then:

(1) Grantee may negotiate with the Grantor to seek Franchise modifications as per Section 2.6(C) above; or

(a) the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice; or,

(b) Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Grantor's Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to the Grantor, throughout the duration of and consistent with this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the Grantor shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the Grantor that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Grantor may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Upon written request each payment shall be accompanied by a written report to the Grantor, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

3.5 Annual Franchise Fee Reports

Upon written request grantee shall, within sixty (60) days after the end of each year, furnish to the Grantor a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Audits

Upon reasonable prior written notice and no more than once annually, during normal business hours at Grantee's principal business office, the Grantor shall have the right to inspect the Grantee's financial records used to calculate the Grantor's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Grantor receives such payment, after which period any such payment shall be considered final.

Upon the completion of any such audit by the Grantor, the Grantor shall provide to the Grantee a final report setting forth the Grantor's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Grantor with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Grantor by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount

determined by a court of law. Any "Finally Settled Amount(s)" due to the Grantor as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the Grantor shall have no further rights to audit or challenge the payment for that period. The Grantor shall bear the expense of its audit of the Grantee's books and records.

3.7 Late Payments

In the event any payment due quarterly is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the Grantor receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the eight percent (8%) per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the Grantor.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the Grantor through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the Grantor's Rights-of-Way and compensation therefor..

3.10 Maximum Legal Compensation

The parties acknowledge that, at present, applicable federal law limits the Grantor to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, the Grantor is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by the Grantor through the same process that the Franchise was adopted to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the Grantor hereunder, provided that Grantee has received at least ninety (90) days prior written notice from the Grantor of such amendment, so long as all cable operators in the Grantor are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments

(A) The PEG Capital Contribution pursuant to Section 9.2, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without

limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the Grantor and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash payments from Franchise Fees, consistent with Applicable Law. The Grantor likewise reserves all rights it has under Applicable Law. Should Grantee elect to offset the items set forth herein, or other franchise commitments such as complimentary Cable Service, against the Franchise Fees in accordance with Applicable Law, including any Orders resulting from the FCC's 621 proceeding, MB Docket No. 05-311, Grantee shall provide the Grantor with advance written notice. Such notice shall document the proposed offset or service charges so that the Grantor can make an informed decision as to its course of action. Upon receipt of such notice Grantor shall have up to one hundred twenty (120) days to either (1) maintain the commitment with the understanding that the value shall be offset from Franchise Fees; (2) relieve Grantee from the commitment obligation under the Franchise; or (3) pay for the services rendered pursuant to the commitment in accordance with Grantee's regular and nondiscriminatory term and conditions.

(B) Grantee's notice pursuant to Section 3.11(A) shall, at a minimum, address the following: (1) identify the specific cash or non-cash consideration or obligations that must be offset from Grantee's Franchise Fee obligations; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide text for any proposed Franchise amendments to the Grantor, with a written explanation of why the proposed amendments are necessary and consistent with Applicable Law; (4) provide all information and documentation reasonably necessary to address how and why specific offsets are to be calculated and (5) if applicable provide all information and documentation reasonably necessary to document how Franchise Fee offsets may be passed through to Subscribers in accordance with 47 U.S.C. 542(e). Nothing in this Section 3.11(B) shall be construed to extend the one hundred twenty (120) day time period for Grantor to make its election under Section 3.11(A); provided however, that any disagreements or disputes over whether sufficient information has been provided pursuant to this Paragraph (B) may be addressed under Sections 13.1 or 13.2 of this Franchise.

(C) Upon receipt of Grantee's written notice as provided in Section 3.11 (B), the Grantor and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications and agree to what offsets, if any, are to be made to the Franchise Fee obligations. Such negotiation will proceed and conclude within a one hundred twenty (120) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Grantor and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Grantor shall amend this Franchise to include the modifications.

(D) If the parties are unable to reach agreement on any Franchise Fee offset issue within one hundred twenty (120) days or such other time as the parties may mutually agree, each party reserves all rights it may have under Applicable Law to address such offset issues.

(E) The Grantor acknowledges that Grantee currently provides one outlet of Basic Service and Digital Starter Service and associated equipment to certain Grantor owned and occupied or leased and occupied buildings, schools, fire stations and public libraries located in areas where Grantee provides Cable Service. For purposes of this Franchise, "school" means all

State-accredited K-12 public and private schools. Outlets of Basic and Digital Starter Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Grantee's commitment to provide this service is voluntary, and may be terminated by Grantee, at its sole discretion.

- (i) Grantee's termination of complimentary services provided shall be pursuant to the provisions of Section 3.11(A)-(E) above. Grantor may make a separate election for each account or line of service identified in the notice (for example, Grantor may choose to accept certain services or accounts as offsets to Franchise Fees, and discontinue other services or accounts), so long as all elections are made within one hundred twenty (120) days. Grantee shall also provide written notice to each entity that is currently receiving complimentary services with copies of those notice(s) sent to the Grantor.
- (ii) Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The Grantor likewise reserves all rights it has under Applicable Law.

(F) The parties understand and agree that offsets may be required and agreed to as a result of the FCC's Order in what is commonly known as the 621 Proceeding, MB Docket No. 05-311, and that this Order is on appeal. Should there be a final Order in the appeal of the 621 Proceeding, which would permit any cash or non-cash consideration or obligations to be required by this Franchise without being offset from Franchise Fees, or would change the scope of the Grantor's regulatory authority over the use of the rights-of-way by the Grantee, the parties shall, within one hundred twenty (120) days of written notice from the Grantor, amend this Franchise to reinstate such consideration or obligations without offset from Franchise Fees, and to address the full scope of the Grantor's regulatory authority.

3.12 Tax Liability

The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the Grantor, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the Grantor. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.13 Financial Records

Grantee agrees to meet with a representative of the Grantor upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Grantor deems necessary for reviewing reports and records.

3.14 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in the letter of credit or other security provided by the Grantee.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The Grantor shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under Federal, State and local law, to any agent including, but not limited to, the CCUA, in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the Grantor's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the Grantor to the full extent authorized by applicable federal, State and local laws.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly-available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the City. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates to the extent required by Applicable Law and to Multiple Dwelling Unit Subscribers to the extent authorized by FCC rules or applicable Federal law. Grantee shall permit Subscribers to

make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the Grantor a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the Grantor, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross subsidization.

4.6 Reserved Authority

Both Grantee and the Grantor reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

4.7 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within thirty (30) days of receipt of notice, the Grantor and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the City Council for its approval. If so

approved by the City Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.8 Performance Evaluations

(A) The Grantor may hold performance evaluation sessions upon ninety (90) days written notice, provided that such evaluation sessions shall be held no more frequently than once every two (2) years. All such evaluation sessions shall be conducted by the Grantor.

(B) Special evaluation sessions may be held at any time by the Grantor during the term of this Franchise, upon ninety (90) days written notice to Grantee.

(C) All regular evaluation sessions shall be open to the public and announced at least two (2) weeks in advance in any manner within the discretion of the Grantor. Grantee shall also include with or on the Subscriber billing statements for the billing period immediately preceding the commencement of the session, written notification of the date, time, and place of the regular performance evaluation session, and any special evaluation session as required by the Grantor, provided Grantee receives appropriate advance notice.

(D) Topics which may be discussed at any evaluation session may include, but are not limited to, Cable Service rate structures; Franchise Fee payments; liquidated damages; free or discounted Cable Services; application of new technologies; Cable System performance; Cable Services provided; programming offered; Subscriber complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and the Grantor or Grantee's rules; provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

(E) During evaluations under this subsection, Grantee shall fully cooperate with the Grantor and shall provide such information and documents as the Grantor may reasonably require to perform the evaluation.

4.9 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the Grantor's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution, or as the same may be superseded by Applicable Law.

(B) Nothing in this subsection shall be deemed to create, limit or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be consistent with Applicable Law.

4.10 Force Majeure

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the Grantor. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, pandemics, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the City and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, Grantee shall provide documentation as reasonably required by the Grantor to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the Grantor with its proposed plan for remediation, including the timing for such cure.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold the Grantor, its officers, officials, boards, commissions, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the Grantor while conducting its defense of the Grantor. Grantee shall not be obligated to indemnify the Grantor to the extent of the Grantor's negligence or willful misconduct.

(B) Indemnification for Relocation. Grantee shall indemnify the Grantor for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the Grantor arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the Grantor.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold the Grantor harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

- (1) The lawful actions of the Grantor in granting this Franchise to the extent

such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the Grantor or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The Grantor may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense then Grantee shall not be liable for any attorneys' fees, expenses or other costs that Grantor may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(F) is required. In that event the provisions of Paragraph 5.1(F) shall govern Grantee's responsibility for City's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting the Grantor without the Grantor's approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Grantor and the counsel selected by Grantee to represent the Grantor, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the Grantor in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and Grantor desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then Grantor shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The Grantor's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Grantor Attorney or his/her assistants or any employees of the Grantor or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Grantor by Grantee.

5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance, but in no event shall occurrence basis minimum limits be less than provided for by C.R.S. §24-10-114(1)(b):

(1) Commercial General Liability insurance with limits of no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Such insurance shall name the Grantor, its officers, officials and employees as additional insureds per ISO CG 2026 or its

equivalent. There shall be a waiver of subrogation and rights of recovery against the Grantor, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00) each occurrence with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the City. The policy shall contain a severability of interests provision.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without thirty (30) days' written notice first provided to the Grantor, via certified mail, and ten (10) days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Franchise.

5.3 Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the Grantor.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The Grantor, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the Grantor, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the Grantor, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. The Grantee shall furnish the Grantor with certificates

of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance In the alternative to providing a certificate of insurance to the Grantor certifying insurance coverage as required above, Grantee may provide self-insurance in the same amount and level of protection for Grantee and Grantor, its officers, agents and employees as otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the Grantor.

5.4 Letter of Credit

(A) If there is a claim by the Grantor of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the Grantor may require and Grantee shall establish and provide within thirty (30) days from receiving notice from the Grantor, to the Grantor as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the Grantor in the amount of twenty-five thousand dollars (\$25,000).

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained at twenty-five thousand dollars (\$25,000) until the allegations of the uncured breach have been resolved.

(C) As an alternative to the provision of a Letter of Credit to the Grantor as set forth in Subsections 5.4 (A) and (B) above, if the Grantor is a member of CCUA, and if Grantee provides a Letter of Credit to CCUA in an amount agreed to between Grantee and CCUA for the benefit of its members, in order to collectively address claims reference in 5.4 (A), Grantee shall not be required to provide a separate Letter of Credit to the Grantor.

(D) After completion of the procedures set forth in Section 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the Grantor for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the Grantor sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by the Grantor to correct Franchise violations not corrected by Grantee;

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,

(4) Failure to comply with the Customer Service Standards of the Grantor, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

(E) The Grantor shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(F) Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the Grantor erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards of the Grantor, as the same may be amended from time to time by the City Council in its sole discretion, acting by ordinance. Any requirement in Customer Service Standards for a “local” telephone number may be met by the provision of a toll-free number. The Customer Services Standards in effect as of the Effective Date of this Franchise are attached as Exhibit A. Grantee reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in federal, State, or local law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the Grantor a sample of the Subscriber contract or service agreement then in use.

6.4 Advance Notice to Grantor

The Grantee shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the Grantor in advance.

6.5 Identification of Local Franchise Authority on Subscriber Bills

Within sixty (60) days after written request from the Grantor, Grantee shall place the Grantor’s phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the Grantor. The Grantor, including the Grantor's Auditor or his/her authorized representative, shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the Grantor access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate or a third party. The Grantor may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the Grantor, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that the Grantor inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to the Grantor upon written request as set forth above, and if the Grantor determines that an examination of such records is necessary or appropriate for the performance of any of the Grantor's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

The Grantor agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes the Grantor aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the Grantor believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the Grantor receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the Grantor shall, so far as consistent with Applicable Law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any Person. Grantee shall reimburse the Grantor for all reasonable costs and attorneys fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall furnish to the Grantor upon 30 days written request and subject to Applicable Law:

(1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the Grantor's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the Grantor. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the City Council;

(3) Current Subscriber Records and information;

(4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous twelve (12) months; and

(5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the Grantor is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within sixty (60) days of the Grantor's written request, Grantee shall submit to the Grantor a written report, in a form acceptable to the Grantor, which shall include, but not necessarily be limited to, the following information for the Grantor:

(A) A Gross Revenue statement, as required by subsection 3.5 of this Franchise;

(B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;

(D) A statement of planned construction, if any, for the next year; and,

(E) A copy or hyperlink of the most recent annual report Grantee filed with the SEC or other governing body.

The parties agree that the Grantor's request for these annual reports shall remain effective, and

need only be made once. Such a request shall require the Grantee to continue to provide the reports annually, until further written notice from the Grantor to the contrary.

7.5 Copies of Federal and State Reports

Within thirty (30) days of a written request, Grantee shall submit to the Grantor copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the City. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

(A) Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. These files shall remain available for viewing to the Grantor during normal business hours at Grantee's local business office.

(B) Within thirty (30) days of a written request, Grantee shall provide the Grantor a quarterly executive summary in the form attached hereto as Exhibit B, which shall include the following information from the preceding quarter:

- (1) A summary of service calls, identifying the number and nature of the requests and their disposition;
- (2) A log of all service interruptions;
- (3) A summary of customer complaints referred by the Grantor to Grantee; and,
- (4) Such other information as reasonably requested by the Grantor.

The parties agree that the Grantor's request for these summary reports shall remain effective, and need only be made once. Such a request shall require the Grantee to continue to provide the reports quarterly, until further written notice from the Grantor to the contrary.

7.7 Failure to Report

The failure or neglect of Grantee to file any of the reports or filings required under this Franchise or such other reports as the Grantor may reasonably request (not including clerical errors or errors made in good faith), may, at the Grantor's option, be deemed a breach of this Franchise.

7.8 False Statements

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the Grantor under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Colorado news, weather & information;
- (C) Sports;
- (D) General entertainment (including movies);
- (E) Children/family-oriented;
- (F) Arts, culture and performing arts;
- (G) Foreign language;
- (H) Science/documentary; and,
- (I) National news, weather and information.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the Grantor.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee on the Effective Date of this Franchise shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of grantee, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the Grantor, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System, and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) In the event Grantee fails to operate the Cable System for four (4) consecutive days without prior approval of the Manager, or without just cause, the Grantor may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the Grantor or a permanent Cable Operator is selected. If the Grantor is required to fulfill this obligation for Grantee, Grantee shall reimburse the Grantor for all reasonable costs or damages that are the result of Grantee's failure to perform.

8.6 Services for the Disabled

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. ACCESS

9.1 Designated Access Providers

The Grantor shall have the sole and exclusive responsibility for identifying the Designated Access Providers, including itself for Access Programming purposes, to control and manage the use of any or all Access Facilities provided by Grantee under this Franchise. As used in this Section, such “Access Facilities” includes the services, facilities, equipment, technical components and/or financial support provided under this Franchise, which is used or useable by and for Access Programming.

9.2 Support for Access Programming Costs

In recognition of the City’s demonstration of its community needs and interests related to the operation of an online Access Programming operation, Grantee agrees to provide an Access Programming capital equipment grant of fifteen thousand (\$15,000) dollars (“Grant”) to the Grantor, to be delivered within one hundred twenty (120) days of written request made. Grantee shall be entitled to recover the Grant in any manner consistent with Applicable Law.

9.3 Access Programming Support Not Franchise Fees

Grantee agrees that capital support for Access Programming arising from or relating to the obligations set forth in this Section shall in no way modify or otherwise affect Grantee's obligations to pay Franchise Fees to Grantor. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in this Section may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, the additional PEG Contribution shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise Agreement so long as such support is used for capital Access purposes consistent with this Franchise and federal law.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions and ordinances of the Grantor and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

10.2 Right-of-Way Meetings

Grantee will regularly attend and participate in meetings of the Grantor, of which the Grantee is made aware, regarding Right-of-Way issues that may impact the Cable System.

10.3 Joint Trenching/Boring Meetings

Grantee will regularly attend and participate in planning meetings of the Grantor, of which the Grantee is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the Grantor.

10.4 General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner and in accordance with the current edition of the Grantor's Design Standards and Construction Specifications for Public Improvements.

10.5 Permits Required for Construction

Prior to doing any work in the Right-of Way or other public property and prior to any work requiring permits under the Grantor's adopted building codes, Grantee shall apply for, and obtain, appropriate permits from the Grantor. As part of the permitting process, the Grantor may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite Grantor permits received by Grantee.

10.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the Grantor of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.7 Compliance with Applicable Codes

(A) Grantor Construction Codes. Grantee shall comply with all adopted and applicable Grantor construction codes, including, without limitation, the International Building Code and other building codes, the International Fire Code, the International Mechanical Code, the National Electric Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and other applicable zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) Safety Codes. Grantee shall comply with all federal, State and Grantor safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.8 GIS Mapping

Grantee shall upon written request of Grantor, provide Grantor with current maps and details of all Grantee facilities located in Right-of-Way or other public property in a geographic information systems (GIS) format acceptable to the Grantor..

10.9 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Grantor, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Grantor's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Grantor may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the Grantor may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

10.10 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding in a manner acceptable to Grantor, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.11 Hazardous Substances

(A) Grantee shall comply with any and all Applicable Laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Grantor may inspect Grantee's facilities in the Rights-of-Way to determine if any

release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to indemnify the Grantor against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the Grantor arising out of a release of hazardous substances caused by Grantee's Cable System.

10.12 Locates

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the Grantor and to the notification association established in C.R.S. Section 9-1.5-105, as such may be amended from time to time. Grantor shall locate any Grantor owned underground facilities in accordance with C.R.S. Section 9-1.5-103

10.13 Notice to Private Property Owners

Grantee shall give notice to private property owners of work on or adjacent to private property in accordance with the Grantor's Customer Service Standards, as the same may be amended from time to time by the City Council acting by Ordinance or resolution.

10.14 Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations or rules of the Grantor or applicable State or federal law, Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the Grantor or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with the Grantor's applicable code requirements and rules.

(C) The Grantee shall utilize existing poles and conduit wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be located as designated by the proper Grantor authorities.

(E) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Grantor or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon request by the Grantor.

10.15 Undergrounding of Multiple Dwelling Unit Drops

In cases of single site Multiple Dwelling Units, Grantee shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners and/or owner's association of the Multiple Dwelling Units.

10.16 Burial Standards

(A) Depths. Unless otherwise required by law, Grantee, and its contractors, shall comply with the following burial depth standards. In no event shall Grantee be required to bury its cable deeper than electric or gas facilities, or existing telephone facilities in the same portion of the Right-of-Way, so long as those facilities have been buried in accordance with Applicable Law:

Underground cable drops from the curb shall be buried at a minimum depth of twelve (12) inches, unless a sprinkler system or other construction concerns preclude it, in which case, underground cable drops shall be buried at a depth of at least six (6) inches.

Feeder lines shall be buried at a minimum depth of eighteen (18) inches.

Trunk lines shall be buried at a minimum depth of thirty-six (36) inches.

Fiber Optic cable shall be buried at a minimum depth of thirty-six (36) inches.

In the event of a conflict between this subsection and the provisions of any customer service standard, this subsection shall control.

(B) Timeliness. Cable drops installed by Grantee to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually-agreed upon between the Grantee and the Subscriber. When freezing surface conditions prevent Grantee from achieving such timetable, Grantee shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Grantee's telephone number and instructions as to how and when to call Grantee to request burial of the line if the revised schedule is not met.

10.17 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.18 Prewiring

Any ordinance or resolution of the Grantor which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

10.19 Repair and Restoration of Property

(A) The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within twenty-four (24) hours in writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee prior to the completion date provided for in the Right-of-way permit, the Grantor may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the Grantor.

(D) Private Property. Upon completion of the work which caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed. Grantee shall also perform such restoration in accordance with the Grantor's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

10.20 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any Grantor Right-of-Way, or upon the addition to the Grantor of any area in which Grantee owns or operates any such facility, Grantee shall, at the Grantor's request, submit to the Grantor a statement describing all such facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

10.21 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the Grantor's approval a complete description of the facility and the date

on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the Grantor permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the Grantor may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The Grantor may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the Grantor. Until such time as Grantee removes or modifies the facility as directed by the Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the Grantor may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

10.22 Movement of Cable System Facilities For Grantor Purposes

The Grantor shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the Grantor for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by a public entity for public purposes). Such work shall be performed at the Grantee's expense. Except during an emergency, the Grantor shall provide reasonable notice to Grantee, not to be less than forty-five (45) business days, and allow Grantee with the opportunity to perform such action. In the event of any capital improvement project exceeding \$500,000 in expenditures by the Grantor which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the Grantor shall provide at least sixty (60) days' written notice to Grantee. Following notice by the Grantor, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the Grantor. If the Grantor requires Grantee to relocate its facilities located within the Rights-of-Way, the Grantor shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds.

If the Grantee fails to complete this work within the time prescribed and to the Grantor's satisfaction, the Grantor may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the Grantor due to Grantee's delay. In such event, the Grantor shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the Grantor.

10.23 Movement of Cable System Facilities for Other Franchise Holders

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another Grantor franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee shall require that the costs associated with the removal or relocation be paid by the benefited party unless the benefited party is a public entity.

10.24 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

10.25 Reservation of Grantor Use of Right-of-Way

Nothing in this Franchise shall prevent the Grantor or public utilities owned, maintained or operated by public entities other than the Grantor from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

10.26 Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the Grantor's Rights-of-Way which interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulations of the Grantor regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one (1) week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

10.27 Inspection of Construction and Facilities

The Grantor may inspect any of Grantee's facilities, equipment or construction at any time. The Grantor shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the Grantor, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the Grantor establishes. The

Grantor has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to charge Grantee therefore.

10.28 Stop Work

(A) On notice from the Grantor that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Grantor, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the Grantor.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Grantee by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

10.29 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the Grantor's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other Applicable Law governing the work performed by them.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee's Cable System shall be equivalent to or exceed technical characteristics of a traditional HFC 750 MHz Cable System and provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver no less than one hundred ten (110) Channels of digital video programming services to Subscribers, provided that the Grantee reserves the right to use the bandwidth in the future for other uses based on market factors.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the Grantor's permitting process.

(D) Grantee and Grantor shall meet, at the Grantor's request, to discuss the progress of the design plan and construction.

(E) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

11.2 Technology Assessment

(A) The Grantor may notify Grantee on or after five (5) years after the Effective Date, that the Grantor will conduct a technology assessment of Grantee's Cable System. The technology assessment may include, but is not be limited to, determining whether Grantee's Cable System technology and performance are consistent with current technical practices and range and level of services existing in the fifteen (15) largest U.S. cable systems owned and operated by Grantee's Parent Corporation and/or Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Grantee shall cooperate with the Grantor to provide necessary non-confidential and proprietary information upon the Grantor's reasonable request as part of the technology assessment.

(C) At the discretion of the Grantor, findings from the technology assessment may be included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the Grantor pursuant to 47 U.S.C. §546.

11.3 Standby Power

Grantee's Cable System Headend shall be capable of providing at least twelve (12) hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four (4) hours. This outage plan and evidence of requisite implementation resources shall be presented to the Grantor no later than thirty (30) days following receipt of a request.

11.4 Emergency Alert Capability

(A) Grantee shall provide an operating Emergency Alert System (“EAS”) throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the Grantor shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.5 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), State and local technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The Grantor shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

11.6 Cable System Performance Testing

(A) Grantee shall provide to the Grantor a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscriber and shall provide the Grantor with any amendments or modifications to the process at such time as they are made.

(B) Grantee shall, at Grantee’s expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the Grantor for a period of at least one (1) year, and individual Subscriber complaints from the Grantor for a period of at least three (3) years, and make such information available to the Grantor upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to the Grantor upon reasonable request.

(D) Grantee shall perform any tests required by the FCC.

11.7 Additional Tests

Where there exists other evidence which in the judgment of the Grantor casts doubt upon the reliability or technical quality of Cable Service, the Grantor shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the Grantor in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

(A) the nature of the complaint or problem which precipitated the special tests;

- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis which may be required.

SECTION 12. SERVICE AVAILABILITY

(A) In General. Except as otherwise provided in herein, Grantee shall provide Cable Service within seven (7) days of a request by any Person within the Grantor. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Except as otherwise provided herein, Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.

(2) At a non-discriminatory installation charge for a standard installation, consisting of a 125 foot drop connecting to an inside wall for Residential Subscribers, with additional charges for nonstandard installations computed according to a non discriminatory methodology for such installations, adopted by Grantee and provided in writing to the City;

(3) At non discriminatory monthly rates for Residential Subscribers.

(B) Service to Multiple Dwelling Units. Consistent with this Section 12.1, the Grantee shall offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other Dwelling Units in the City and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Grantee having legal access to said unit. The City acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

(C) Customer Charges for Extensions of Service. Grantee agrees to extend its Cable System to all persons living in areas with a residential density of thirty (30) residences per mile of Cable System plant. If the residential density is less than thirty (30) residences per 5,280 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and customers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 5,280 cable-bearing strand feet of its trunk or distribution cable and whose denominator equals thirty (30). Customers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential customers be paid in advance.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remedying Franchise Violations

(A) If the Grantor reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the Grantor, contesting the Grantor's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;

(2) cure the default; or,

(3) notify the Grantor that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the Grantor in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the Grantor may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the Grantor orders a meeting in accordance with subsection (A)(3), the Grantor shall set a meeting to investigate said issues or the existence of the alleged default. The Grantor shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the Grantor determines that a default exists, the Grantor shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time frame as the Grantor shall determine. In the event Grantee does not cure within such time to the Grantor's reasonable satisfaction, the Grantor may:

(1) Withdraw an amount from the letter of credit as monetary damages;

(2) Recommend the revocation of this Franchise pursuant to the procedures in subsection 13.2; or,

(3) Recommend any other legal or equitable remedy available under this Franchise or any Applicable Law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the Grantor, provided that any such final determination may be subject to

appeal to a court of competent jurisdiction under Applicable Law.

(E) It shall not be a violation of this Franchise if Grantee decides, on a company-wide basis, to cease providing Cable Services. Grantee shall provide a minimum of one year's written notice to Grantor of the termination date, and upon that date all rights, duties and obligations of this Franchise shall terminate except for those that by their nature, should survive termination.

13.2 Revocation

(A) In addition to revocation in accordance with other provisions of this Franchise, the Grantor may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

(1) If Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance or document regarding the Grantor and Grantee;

(2) If Grantee willfully fails for more than forty-eight (48) hours to provide continuous and uninterrupted Cable Service;

(3) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Grantor or Subscribers; or

(4) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors;

(5) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

(B) Following the procedures set forth in subsection 13.1 and prior to forfeiture or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise and set a date for a revocation proceeding. The notice shall set forth the exact nature of the noncompliance.

(C) Any proceeding under the paragraph above shall be conducted by the Grantor Council and open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. City Council shall hear any Persons interested in the revocation, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

(2) Within ninety (90) days after the hearing, the City Council shall determine

whether to revoke the Franchise and declare that the Franchise is revoked and the letter of credit forfeited; or if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the City Council determines are reasonable under the circumstances. If the Grantor determines that the Franchise is to be revoked, the Grantor shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the Grantor's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within fifteen (15) days of the date of the decision.

(3) Grantee shall be entitled to such relief as the Court may deem appropriate.

(4) The City Council may at its sole discretion take any lawful action which it deems appropriate to enforce the Grantor's rights under the Franchise in lieu of revocation of the Franchise.

13.3 Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Grantor may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the Grantor's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.4, below.

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, the Grantor may order the removal of the above-ground Cable System facilities and such underground facilities from the City at Grantee's sole expense within a reasonable period of time as determined by the Grantor. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by subsection 13.3 (B) to the Grantor's satisfaction, after written notice to Grantee, the Grantor may cause the work to be done and Grantee shall reimburse the Grantor for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the Grantor may recover the costs through the letter of credit provided by Grantee.

(D) The Grantor may seek legal and equitable relief to enforce the provisions of this Franchise.

13.4 Purchase of Cable System

(A) If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the Grantor shall have the option to purchase the Cable System.

(B) The Grantor may, at any time thereafter, offer in writing to purchase Grantee's Cable System. Grantee shall have thirty (30) days from receipt of a written offer from the Grantor within which to accept or reject the offer.

(C) In any case where the Grantor elects to purchase the Cable System, the purchase shall be closed within one hundred twenty (120) days of the date of the Grantor's audit of a current profit and loss statement of Grantee. The Grantor shall pay for the Cable System in cash or certified funds, and Grantee shall deliver appropriate bills of sale and other instruments of conveyance.

(D) For the purposes of this subsection, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Grantee's Cable System valued as a going concern, but with no value allocated to the Franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Grantee which the Grantor would assume.

(2) In the case of revocation for cause, the equitable price of Grantee's Cable System.

13.5 Receivership and Foreclosure

(A) At the option of the Grantor, subject to Applicable Law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having

jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Grantor to assume and be bound by all of the terms and conditions of this Franchise.

13.6 No Monetary Recourse Against the Grantor

Grantee shall not have any monetary recourse against the Grantor or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the Grantor under this Franchise are in addition to, and shall not be read to limit, any immunities the Grantor may enjoy under federal, State or local law.

13.7 Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the Grantor to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Grantor to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.8 Assessment of Monetary Damages

(A) The Grantor may assess against Grantee monetary damages (i) up to five hundred dollars (\$500.00) per day for general construction delays, violations of PEG obligations or payment obligations, (ii) up to two hundred fifty dollars (\$250.00) per day for any other material breaches, or (iii) up to one hundred dollars (\$100.00) per day for defaults, and withdraw the assessment from the letter of credit or collect the assessment as specified in this Franchise. Damages pursuant to this Section shall accrue for a period not to exceed one hundred twenty (120) days per violation proceeding. To assess any amount from the letter of credit, Grantor shall follow the procedures for withdrawals from the letter of credit set forth in the letter of credit and-in this Franchise. Such damages shall accrue beginning thirty (30) days following Grantee's receipt of the notice required by subsection 13.1(A), or such later date if approved by the Grantor in its sole discretion, but may not be assessed until after the procedures in subsection 13.1 have been completed.

(B) The assessment does not constitute a waiver by Grantor of any other right or remedy it may have under the Franchise or Applicable Law, including its right to recover from Grantee any additional damages, losses, costs and expenses that are incurred by Grantor by reason of the breach of this Franchise.

13.9 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Grantor, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Grantor, or until the Franchise is revoked and a new franchisee is selected by the Grantor; or obtain an injunction requiring the Grantee to continue operations. If the Grantor is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Grantor or its designee for all reasonable costs, expenses and damages incurred.

13.10 What Constitutes Abandonment

The Grantor shall be entitled to exercise its options in subsection 13.9 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for four (4) consecutive days, unless the Grantor authorizes a longer interruption of service; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

(A) The Grantor and Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the Grantor agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and Grantor agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the Grantor and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Grantor may grant a renewal thereof. Grantee and Grantor consider the terms set forth in this subsection

to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and Grantor are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and Grantor shall continue to comply with all obligations and duties under the Franchise.

14.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the Grantor, which consent shall be by the City Council, acting by ordinance/resolution.

(B) The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the Grantor shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Grantor for its approval of a sale or transfer and furnish all information required by law and the Grantor.

(D) In seeking the Grantor's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Grantor may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Grantor shall act by ordinance on the request within one hundred twenty (120)

days of the request, provided it has received all information required by this Franchise and/or by Applicable Law. The Grantor and the Grantee may by mutual agreement, at any time, extend the 120 day period. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the Grantor agree to an extension of time.

(F) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the Grantor may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the Grantor shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the Grantor; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 15. SEVERABILITY

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Preferential or Discriminatory Practices Prohibited

NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital

status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the Grantor or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Comcast of Colorado IX, LLC
8000 E. Iliff Ave.
Denver, CO 80231
Attn: Government Affairs

The Grantor's address shall be:

City of Fort Lupton
130 South McKinley Avenue
Fort Lupton, CO 80621
ATTN: City Manager

16.3 Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

16.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the Grantor for all costs incurred in publishing this Franchise, if such publication is required.

16.5 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

16.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.7 Waiver

The failure of the Grantor at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the Grantor hereafter to enforce the same. Nor shall the waiver by the Grantor of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.8 Reasonableness of Consent or Approval

Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

16.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

16.10 Jurisdiction

Venue for any judicial dispute between the Grantor and Grantee arising under or out of this Franchise shall be in Weld County District Court, Colorado, or in the United States District Court in Denver.

IN WITNESS WHEREOF, this Franchise is signed in the name of the City of Fort Lupton, Colorado this ____ day of _____, 2023.

ATTEST:

CITY OF FORT LUPTON, COLORADO:

City Clerk

Mayor

APPROVED AS TO FORM:

RECOMMENDED AND APPROVED:

City Attorney

City Manager

Accepted and approved this _____ day of _____, 2023.

ATTEST:

COMCAST OF COLORADO IX, LLC:

Public Notary

Name/Title: _____

**EXHIBIT A:
CUSTOMER SERVICE STANDARDS**

CITY OF FORT LUPTON, COLORADO CUSTOMER SERVICE STANDARDS

I. POLICY

The Cable Operator should resolve citizen complaints without delay and interference from the Franchising Authority.

Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the Franchising Authority should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the Franchising Authority should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, the Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. The Cable Operator is free to exceed these Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

These Standards supersede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by a Cable Operator over a Cable System, within the City of Fort Lupton.

II. DEFINITIONS

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Adoption" shall mean the process necessary to formally enact the Standards within the Franchising Authority's jurisdiction under applicable ordinances and laws.

"Affiliate" shall mean any person or entity that is owned or controlled by, or under common ownership or control with, a Cable Operator, and provides any Cable Service or Other Service.

“Applicable Law” means, with respect to these standards and any Cable Operator’s privacy policies, any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

"Cable Operator" shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

“Cable Service” shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, “video programming” is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). “Other programming service” is information that a Cable Operator makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

“Cable System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

"Colorado Communications and Utilities Alliance" or "CCUA" shall mean an association comprised primarily of local governmental subdivisions of the State of Colorado, or any successor entity. The CCUA may, on behalf of its members, be delegated the authority to review, investigate or otherwise take some related role in the administration and/or enforcement of any functions under these Standards.

“Contractor” shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

"Customer" shall mean any person who receives any Cable Service from a Cable Operator.

"Customer Service Representative" (or "CSR") shall mean any person employed with or under contract or subcontract to a Cable Operator to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

“Escalated complaint” shall mean a complaint that is referred to a Cable Operator by the Franchising Authority.

"Franchising Authority" shall mean the City.

"Necessary" shall mean required or indispensable.

"Non-cable-related purpose" shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by a Cable Operator to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by a Cable Operator to a Customer shall be considered Non-cable-related purposes.

"Normal business hours" shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

"Normal operating conditions" shall mean those service conditions which are within the control of a Cable Operator. Conditions which are not within the control of a Cable Operator include, but are not necessarily limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of a Cable Operator include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

"Other Service(s)" shall mean any wire or radio communications service provided using any of the facilities of a Cable Operator that are used in the provision of Cable Service.

"Personally Identifiable Information" shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer's Cable Service account, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. "Personally Identifiable Information" shall not mean any aggregate information about Customers which does not identify particular persons, or information gathered by a Cable Operator necessary to install, repair or service equipment or Cable System facilities at a Customer's premises.

"Service interruption" or "interruption" shall mean (i) the loss or substantial impairment of picture and/or sound on one or more cable television channels.

"Service outage" or "outage" shall mean a loss or substantial impairment in reception on all channels.

"Subcontractor" shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

“Writing” or “written” as the term applies to notification shall include electronic communications.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

III. CUSTOMER SERVICE

A. Courtesy

Cable Operator employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

B. Accessibility

1. A Cable Operator shall provide customer service centers/business offices (“Service Centers”) which are conveniently located, and which are open during Normal Business Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the Service Center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and request.

Unless otherwise requested by the City, a Cable Operator shall post a sign at each Service Center, visible from the outside of the Service Center, advising Customers of its hours of operation and of the telephone number at which to contact the Cable Operator if the Service Center is not open at the times posted.

The Cable Operator shall use commercially reasonable efforts to implement and promote “self-help” tools and technology, in order to respond to the growing demand of Customers who wish to interact with the Cable Operator on the Customer’s own terms and timeline and at their own convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for Customer bill payments; and equipment exchanges at a Customer’s residence in the event of damaged equipment. A Cable Operator shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. A Cable Operator shall maintain local telephone access lines that shall be available twenty-four (24) hours a day, seven (7) days a week for service/repair requests and billing/service inquiries.

3. A Cable Operator shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays.

4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer's concern, the recorded message must provide the customer the option to connect to and speak with a CSR within sixty (60) seconds of the commencement of the recording. During Normal Business Hours, a Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within thirty (30) seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this thirty (30) second telephone answer time requirement standard shall be met no less than ninety (90) percent of the time measured quarterly.

5. Under normal operating conditions, a customer shall not receive a busy signal more than three percent (3%) of the time. This standard shall be met ninety (90) percent or more of the time, measured quarterly.

C. Responsiveness

1. Guaranteed Seven-Day Residential Installation

a. A Cable Operator shall complete all standard residential installations or modifications to service requested by customers within seven (7) business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to one hundred twenty five (125) feet from the existing distribution system. If the customer requests a nonstandard residential installation, or the Cable Operator determines that a nonstandard residential installation is required, the Cable Operator shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than twelve inches (12"), or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as may be agreed to by the parties if other construction concerns preclude the twelve inch requirement, and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the customer.

2. Residential Installation and Service Appointments

a. The "appointment window" alternatives for specific installations, service calls, and/or other installation activities will be either a specific time, or at a maximum, a four (4) hour time block between the hours of 8:00 a.m. and 6:00 p.m., six (6) days per week. A Cable Operator may schedule service calls and other installation activities outside of the above days and hours

for the express convenience of customers. For purposes of this subsection “appointment window” means the period of time in which the representative of the Cable Operator must arrive at the customer’s location.

b. A Cable Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer’s issue has otherwise been resolved.

c. If a Cable Operator is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the Cable Operator shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Cable Operator.

d. A Cable Operator shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the Cable Operator. In such circumstances, the Cable Operator shall contact the customer within forty-eight (48) hours.

3. Residential Service Interruptions

a. In the event of system outages resulting from Cable Operator equipment failure, the Cable Operator shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Cable Operator equipment failure shall be corrected by the Cable Operator by the end of the next calendar day.

c. Records of Complaints.

i. A Cable Operator shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and the Cable Operator's actions in response to those complaints. These files shall remain available for viewing by the Franchising Authority during normal business hours at the Cable Operator’s business office, and shall be retained by the Cable Operator for a period of at least three (3) years.

ii. Upon written request a Cable Operator shall provide the Franchising Authority an executive summary quarterly, which shall include information concerning customer complaints referred by the Franchising Authority to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within fifteen (15) days after the end of each quarter. Once a request is made, it need not be repeated and quarterly executive summaries shall be

provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each quarter and submitted to the Franchising Authority by the fifteenth (15th) day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly summary of service requests shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

d. Records of Service Interruptions and Outages. A Cable Operator shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly, upon written request, within fifteen (15) days after the end of each quarter. Such records shall be submitted to the Franchising Authority with the records identified in Section 3.c.ii above if so requested in writing, and shall be retained by the Cable Operator for a period of three (3) years.

e. All service outages and interruptions for any cause beyond the control of the Cable Operator shall be corrected within thirty-six (36) hours, after the conditions beyond its control have been corrected.

4. TV Reception

a. A Cable Operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). A Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).

b. If a customer experiences poor video or audio reception attributable to a Cable Operator's equipment, the Cable Operator shall:

- i. Assess the problem within one (1) day of notification;
- ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;
- iii. Complete the repair within two (2) days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer, during Normal Business Hours or at such other time as may be agreed to by the customer and Cable Operator. A Cable Operator shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of the Cable Operator's efforts to address the problem.

5. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty eight (48) hours or within such other time frame as is acceptable to the customer and the Cable Operator.

6. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, a Cable Operator shall make available a telephone payment option where a customer without account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. A Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by the Cable Operator in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided it has provided two (2) weeks notice to the customer that such disconnection may result.

c. The Cable Operator shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever the Cable Operator offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

7. Treatment of Property

To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. A Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by a Cable Operator, any employee or agent of a Cable Operator during installation or construction shall be restored to their prior condition or replaced within seven (7) days, unless seasonal conditions require a longer time, in which case such restoration or replacement shall be made within seven (7) days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. A Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any private property to as good condition as before the work causing such disturbance was initiated. A Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities. If compensation is requested by the customer for damage caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred (100) percent of the actual cost of the damage.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, a Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry, unless such notice is waived by the customer. For purposes of this subsection, "reasonable notice" shall be considered:

- i. For pedestal installation or similar major construction, seven (7) days.
- ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.
- iii. For emergency work a Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Door hangars must describe the issue and provide contact information where the property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

D. Services for Customers with Disabilities

1. For any customer with a disability, a Cable Operator shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to the Cable Operator.

2. A Cable Operator shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.

3. A Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.

4. Any customer with a disability may request the special services described above by providing a Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

E. Cable Services Information

1. At any time a customer or prospective customer may request, a Cable Operator shall provide the following information, in clear, concise written form, easily accessible and located on Cable Operator's website (and in Spanish, when requested by the customer):

- a. Products and services offered by the Cable Operator, including its channel lineup;
- b. The Cable Operator's complete range of service options and the prices for these services;
- c. The Cable Operator's billing, collection and disconnection policies;
- d. Privacy rights of customers;

e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, and the FCC;

f. Use and availability of parental control/lock out device;

g. Special services for customers with disabilities;

h. Days, times of operation, and locations of the service centers;

2. At a Customer's request, a Cable Operator shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCUA and the Franchising Authority, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCUA or Franchising Authority does not maintain a website with a complete copy of these Standards, a Cable Operator shall be under no obligation to do so;

If acceptable to a customer, Cable Operator may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.

3. Upon written request, a Cable Operator shall meet annually with the Franchising Authority to review the format of the Cable Operator's bills to customers. Whenever the Cable Operator makes substantial changes to its billing format, it will contact the Franchising Authority at least thirty (30) days prior to the time such changes are to be effective, in order to inform the Franchising Authority of such changes.

4. Copies of notices provided to the customer in accordance with subsection 5 below shall be filed (by fax or email acceptable) concurrently with the Franchising Authority and the CCUA.

5. A Cable Operator shall provide customers with written notification of any change in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by the Cable Operator.

6. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with customers and/or when working on public property, shall wear on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of the Cable Operator. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. Whenever a Cable Operator work crew is in personal contact with customers or public employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or

contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.

7. Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

F. Customer Privacy

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, a Cable Operator shall fully comply with all obligations under 47 U.S.C. Section 551.

2. Collection and Use of Personally Identifiable Information.

a. A Cable Operator shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer and as otherwise authorized by applicable law.

b. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This subsection F.2.b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection F.

c. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent a person or entity (other than an Affiliate) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. A Cable Operator shall not disclose

Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, unless otherwise authorized by applicable law.

a. A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer for any Non-Cable related purpose as provided in this subsection F.3.a, where such Customer has not previously been provided the notice and choice provided for in subsection III.F.9, the Cable Operator shall notify each Customer (that the Cable Operator intends to disclose information about) of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may reference the Customer to his or her options to state a preference for disclosure or non-disclosure of certain information, as provided in subsection III.F.10.

b. A Cable Operator may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to the Customer.

c. To the extent authorized by applicable law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal process authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by a Cable Operator shall be made available for Customer examination within thirty (30) days of receiving a request by a Customer to examine such information about himself or herself at the local offices of the Cable Operator or other convenient place within the City designated by the Cable Operator, or electronically, such as over a website. Upon a reasonable showing by the Customer that such Personally Identifiable Information is inaccurate, a Cable Operator shall correct such information.

5. Privacy Notice to Customers

a. A Cable Operator shall annually mail or provide a separate, written or electronic copy of the privacy statement to Customers consistent with 47 U.S.C. Section 551(a)(1), and shall provide a Customer a copy of such statement at the time the Cable Operator enters into an agreement with the Customer to provide Cable Service. The written notice shall be in a clear and conspicuous format, which at a minimum, shall be in a comparable font size to other general information provided to Customers about their account as it appears on either paper or electronic Customer communications.

b. In or accompanying the statement required by subsection F.5.a, a Cable Operator shall state substantially the following message regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

- i. Disclosure pursuant to valid legal process authorized by applicable law.
- ii. Disclosure of the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable Services provided by the Cable Operator that do not directly or indirectly disclose: (A) A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (D) The nature of programming or websites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming), provided that with respect to the nature of websites subscribed to or viewed, these are limited to websites accessed by a Customer in connection with programming available from their account for Cable Services.”

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with subsection F.3.a. If a Customer exercises his or her right to prohibit the disclosure of name and address as provided in subsection F.3.a or this subsection, such prohibition against disclosure shall remain in effect, unless and until the Customer subsequently changes their disclosure preferences as described in subsection F.9 below.

6. Privacy Reporting Requirements. The Cable Operator shall include in its regular periodic reports to the Franchising Authority required by its Franchise Agreement information summarizing:

- a. The type of Personally Identifiable Information that was actually collected or disclosed by Cable Operator during the reporting period;
- b. For each type of Personally Identifiable Information collected or disclosed, a statement from an authorized representative of the Cable Operator certifying that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator; (B) used to the extent Necessary to detect unauthorized reception of cable communications; (C) disclosed pursuant to valid legal process authorized by applicable law; or (D) a disclosure of Personally Identifiable Information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically, or as otherwise authorized by applicable law.
- c. The standard industrial classification (SIC) codes or comparable identifiers pertaining to any entities to whom such Personally Identifiable Information was disclosed, except that a Cable Operator need not provide the name of any court or governmental entity to which such disclosure was made pursuant to valid legal process authorized by applicable law;
- d. The general measures that have been taken to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable

Operator. A Cable Operator shall meet with Franchising Authority if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Nothing in this subsection III.F shall be construed to prevent the Franchising Authority from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. Section 551 and applicable laws.

8. Destruction of Personally Identifiable Information. A Cable Operator shall destroy any Personally Identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection 4 of this subsection III.F, pursuant to a court order or other valid legal process, or pursuant to applicable law.

9. Notice and Choice for Customers. The Cable Operator shall at all times make available to Customers one or more methods for Customers to use to prohibit or limit disclosures, or permit or release disclosures, as provided for in this subsection III.F. These methods may include, for example, online website “preference center” features, automated toll-free telephone systems, live toll-free telephone interactions with customer service agents, in-person interactions with customer service personnel, regular mail methods such as a postage paid, self-addressed post card, an insert included with the Customer’s monthly bill for Cable Service, the privacy notice specified in subsection III.F.5, or such other comparable methods as may be provided by the Cable Operator. Website “preference center” features shall be easily identifiable and navigable by Customers, and shall be in a comparable size font as other billing information provided to Customers on a Cable Operator’s website. A Customer who provides the Cable Operator with permission to disclose Personally Identifiable Information through any of the methods offered by a Cable Operator shall be provided follow-up notice, no less than annually, of the Customer’s right to prohibit these disclosures and the options for the Customer to express his or her preference regarding disclosures. Such notice shall, at a minimum, be provided by an insert in the Cable Operator’s bill (or other direct mail piece) to the Customer or a notice or message printed on the Cable Operator’s bill to the Customer, and on the Cable Operator’s website when a Customer logs in to view his or her Cable Service account options. The form of such notice shall also be provided on an annual basis to the Franchising Authority. These methods of notification to Customers may also include other comparable methods as submitted by the Cable Operator and approved by the Franchising Authority in its reasonable discretion.

G. Safety

A Cable Operator shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever a Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

H. Cancellation of New Services

In the event that a new customer requests installation of Cable Service and is unsatisfied with their initial Cable Service, and provided that the customer so notifies the Cable Operator of their dissatisfaction within 30 days of initial installation, then such customer can request disconnection of Cable Service within 30 days of initial installation, and the Cable Operator shall provide a credit to the customer's account consistent with this Section. The customer will be required to return all equipment in good working order; provided such equipment is returned in such order, then the Cable Operator shall refund the monthly recurring fee for the new customer's first 30 days of Cable Service and any charges paid for installation. This provision does not apply to existing customers who request upgrades to their Cable Service, to discretionary Cable Service such as PPV or movies purchased and viewed On Demand, or to customer moves and/or transfers of Cable Service. The service credit shall be provided in the next billing cycle.

IV. COMPLAINT PROCEDURE

A. Complaints to a Cable Operator

1. A Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at the Cable Operator's sole expense, consistent with Section III.E.1.e of these Standards.
2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to a Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices. If a representative of the Franchising Authority notifies the Cable Operator of a customer complaint that has not previously been made by the customer to the Cable Operator, the complaint shall be deemed to have been made by the customer as of the date of the Franchising Authority's notice to the Cable Operator.
3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than ten (10) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.
4. A Cable Operator shall also notify the customer of the customer's right to file a complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Franchising Authority.
5. A Cable Operator shall immediately report all customer Escalated complaints that it does not find valid to the Franchising Authority.

6. A Cable Operator's complaint procedures shall be filed with the Franchising Authority prior to implementation.

B. Complaints to the Franchising Authority

1. Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the Franchising Authority.
2. The customer may initiate the review either by calling the Franchising Authority or by filing a written complaint together with the Cable Operator's written decision, if any, with the Franchising Authority.
3. The customer shall make such filing and notification within twenty (20) days of receipt of the Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing the original complaint with the Cable Operator.
4. If the Franchising Authority decides that further evidence is warranted, the Franchising Authority shall require the Cable Operator and the customer to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.
5. The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the Franchising Authority may deem necessary to an understanding and determination of the complaint.
6. The Franchising Authority shall issue a determination within fifteen (15) days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.
7. The Franchising Authority may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

C. Security Fund or Letter of Credit

A Cable operator shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within thirty (30) days of the written notification to a Cable Operator by the Franchising Authority that an alleged Franchise violation exists, a Cable Operator shall deposit with an escrow agent approved by the Franchising Authority twenty-five thousand dollars (\$25,000) or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems reasonable to protect subscribers within its jurisdiction. Alternatively, at the

Cable Operator's discretion, it may provide to the Franchising Authority an irrevocable letter of credit in the same amount. A letter of credit or cash deposit, with the approval of the Franchising Authority, may be posted jointly for more than one member of the CCUA, and may be administered, and drawn upon, jointly by the CCUA or drawn upon individually by each member; provided however that if such letter of credit or cash deposit is provided to CCUA on behalf of more than one of its members, the letter of credit or cash deposit may, in the sole discretion of CCUA and its effected members, be required in an amount not to exceed one hundred thousand dollars (\$100,000).

The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds or letter of credit shall be maintained by a Cable Operator at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The Franchising Authority may require the Cable Operator to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.
3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by a Cable Operator of all its obligations under these Customer Service Standards.
4. The rights reserved to the Franchising Authority with respect to the Security Fund are in addition to all other rights of the Franchising Authority, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Franchising Authority may otherwise have.

D. Verification of Compliance

A Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

E. Procedure for Remediating Violations

1. If the Franchising Authority has reason to believe that a Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.
2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Franchising Authority may:

a. Impose assessments of up to one thousand dollars (\$1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied; and/or

b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards; and/or

c. Reverse any decision of the Cable Operator in the matter and/or

d. Grant a specific solution as determined by the Franchising Authority; and/or

e. Except for in emergency situations, withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law.

V. MISCELLANEOUS

A. Severability

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

B. Non-Waiver

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of a Cable Operator under said provision, or any other provision of these Standards.

EXHIBIT B

Report Form

Comcast
Quarterly Executive Summary - Escalated Complaints
Section 7.6 (B) of our Franchise Agreement
Quarter Ending _____, Year
CITY OF FORT LUPTON, COLORADO

<u>Type of Complaint</u>	<u>Number of Calls</u>
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
<u>TOTAL</u>	0

Compliments

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SUBJECT FOR DISCUSSION

Approving the Annual Renewal of Incode Court and Incode VX from Tyler Technologies for an Amount Not to Exceed \$48,900.72 Allocated from the General Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Fort Lupton uses Tyler Technologies to provide software for Court and Finance. The City has an annual renewal with Tyler Technologies to continue to receive software updates, support and maintenance. The cost of the support, maintenance, and updates is in the amount not to exceed \$48,900.72. This renewal will cover the time period between 07/01/2023 – 07/01/2024. IT has budgeted for the annual renewal cost.

FINANCIAL CONSIDERATIONS

This is a budgeted expense in the general fund

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

- Council approves the renewal of Incode Court and Incode VX from Tyler Technologies not to exceed the amount of \$48,900.72
- Council does not approve the renewal of Incode Court and Incode VX from Tyler Technologies

STAFF RECOMMENDATIONS

IT recommends the renewal of Incode Court and Incode VX from Tyler Technologies

Attachments: a. Tyler Tech – Incode Invoice

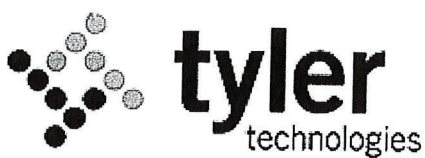
Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-420375	06/01/2023	1 of 2

Questions:

Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com



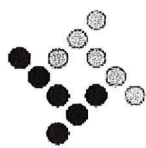
Bill To: CITY OF FORT LUPTON
130 SOUTH MCKINLEY AVENUE
FORT LUPTON, CO 80621

Ship To: CITY OF FORT LUPTON
130 SOUTH MCKINLEY AVENUE
FORT LUPTON, CO 80621

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
50360 - MAIN - MAIN	178801		USD	NET30	07/01/2023

Date	Description	Units	Rate	Extended Price
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Contract No.: Fort Lupton, CO City of				
INCOCODE Court Online Component - Annual Fee	1	1,200.00	1,200.00	
Maintenance Start: 01/Jun/2023, End: 31/May/2024				
Content Manager Annual Fees	1		\$2,949.56	
Tyler Content Manager Standard Edition (TCM SE) - Maintenance				
ERP Pro Document Management Annual Fees	1		\$1,340.10	
Incode Third Party Printing Interface - Maintenance				
ERP Pro Financials Annual Fees	1		\$20,654.89	
Core Financials - Maintenance				
Purchasing - Maintenance				
Fixed Assets - Maintenance				
Project Accounting - Maintenance				
Personnel Management - Maintenance				
Electronic Time Clock Interface (Generic - Import Only) - Maintenance				
Miscellaneous Accounts Receivable - Maintenance				
Secure Signatures - Maintenance				
ERP Pro Utilities Annual Fees	1		\$5,498.43	
Utility CIS System - Maintenance				
AMR/AMI Interface - Maintenance				
Tyler Cashiering - Maintenance				
Hardware Annual Fees	1		\$278.18	
Zebra GK420T Label Printer - Maintenance				
Symbol LS2208 Bar Code Scanner w/intellistand - Maintenance				
Trancite Scene PD (1-9 Licenses) - Maintenance				
Municipal Justice Annual Fees	1		\$4,975.77	
Incode Court Case Management Suite Maintenance				
Brazos Technology Citation Interface - Maintenance				
Tyler Court Case Management Interface (Citations & Warrants) - Maintenance				
DataXChange - Maintenance				
Tyler Jury Module - Maintenance				
Brazos Citation Issuing Device Interface - Maintenance				
Criminal Court Case Management - Maintenance				
Colorado Driving History from DMV Interface - Maintenance				
Colorado Vehicle Owner Parking Interface - Maintenance				
GL Interface to Tyler Incode Financials - Maintenance				
Technical Services Annual Fees	1		\$1,093.95	
Basic Network Support Service				



tyler
technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-420375	06/01/2023	2 of 2

Questions:
Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF FORT LUPTON
130 SOUTH MCKINLEY AVENUE
FORT LUPTON, CO 80621

Ship To: CITY OF FORT LUPTON
130 SOUTH MCKINLEY AVENUE
FORT LUPTON, CO 80621

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
50360 - MAIN - MAIN	178801		USD	NET30	07/01/2023

Date	Description	Units	Rate	Extended Price
	Tyler University Tyler U	1		\$1,500.00
	Contract No.: Fort Lupton, CO City of Virtual Court Maintenance: Start: 01/Jun/2023, End: 31/May/2024	1	2,546.78	2,546.78
	ERP Pro Utilities Annual Fees Additional Utility Meter-Reader Interface	1		\$868.22
	Hardware Annual Fees Topaz Signature Pad T-L462 - USB On-Premise Court Sites - Maintenance	1		\$212.96
	Municipal Justice Annual Fees Defense Attorney Portal - Annual Fee Incode Online Record Search - Annual Fee	1		\$5,781.88

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	48,900.72
Sales Tax	0.00
Invoice Total	48,900.72



SUBJECT FOR DISCUSSION

Seeking Consideration by the Fort Lupton City Council Acting as the Local Licensing Authority for an Application Submitted by Taqueria Los Cazos LLC dba Taqueria Los Cazos for a Hotel and Restaurant License at 123 1st Street

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Taqueria Los Cazos LLC dba Taqueria Los Cazos has submitted an application for a Hotel and Restaurant License at 123 1st Street. The application was received February 21, 2023, and deemed complete April 7, 2023.

At the April 18, 2023, City Council meeting, staff presented the application to the City Council, acting as the Local Licensing Authority, with Resolution 2023R016, "Establishing the Neighborhood" as the entire City of Fort Lupton city limits. The resolution also set the Public Hearing for May 16, 2023, which meets the statutory requirements. All public notification requirements including posting of the premises have been met. The deadline for the public to submit comments regarding this application was May 15, 2023. As of May 12, 2023, no comments were filed with the City Clerk regarding the application.

The application is under concurrent review which means that the Colorado Department of Revenue Liquor Enforcement Division will review the application while it is under review with the City. All fees have been paid by the applicant.

Pursuant to CRS 44-3-301(12)(a.5)(1) New Fermented Malt Beverage off premises licenses shall not be located within 500 feet of a retail liquor store license. The distance shall be determined by a radius measurement that begins at the principal doorway of the premises for which the application is made and ends at the principal doorway of the other retail licensed premises.

The Statute also states that the applicant is to produce evidence supporting the "needs and desire" of the neighborhood (city limits). Alcohol Petitioning Services, LLC was hired by the applicant to obtain signatures from residents regarding the license. On May 8, 2023, Alcohol Petitioning Services, LLC submitted a petition with results as followed:

Total door knocks:	230
Persons who signed the petition:	58
Persons who declined to sign the petition:	26
Ineligible contacts: (younger than 21; Nonresident; non-English speaking; not a business owner or manager)	27
No answer at the door knock:	119

The petition also contained a master map indicating the area canvassed.

The Local Liquor License Authority needs to consider the character, reputation and record of the applicant(s) prior to granting a liquor license.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

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

The applicant's Attorney, Fern O'Brien, with O'Brien Law PC in attendance as well as Patrick Maroney with Maroney Consulting Services, LLC to address any concerns or answer any question the Local Licensing Authority or citizens may have.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Approve the application based on facts and evidence presented
2. Table the decision for 30 days.
3. Deny the application stating the reason(s) for denial.

STAFF RECOMMENDATIONS

Staff seeks recommendation.

Attachments:

- a. Summary of Petitions by Alcohol Petitioning Services, LLC Including a Map and Petitions
- b. Application for Hotel and Restaurant License and Supporting Documents



Alcohol Petitioning Services
P.O. Box 998
Johnstown, CO 80534
(303) 710-3424

May 8, 2023

TO: Town of Fort Lupton
Liquor Licensing Authority
130 S. McKinley Ave
Fort Lupton, CO 80621

REF: Neighborhood Survey for a New Liquor License

Survey Overview

Survey of the Reasonable Requirements and Desires of the Neighborhood for the following:

New Hotel and Restaurant Liquor License

Applicant:

Taqueria Los Cazos LLC
dba Taqueria Los Cazos

Applicant's Proposed Licensed Premises Location:

123 1st Street
Fort Lupton, CO 80621

Survey Methodology

The circulators were over 21 years old.

Each circulator had a clipboard with the following:

1. A map of the designated area provided by the Town of Fort Lupton Liquor Licensing Authority describing the boundaries of the defined neighborhood.
2. A petition/signature page where people contacted could indicate their support for each license.
3. A tally sheet to record the results of those who did not sign.

People were shown the petition and map, and were verbally told of the new hotel and restaurant Liquor License being applied for, site location, applicant's name.

Each person who signed the petition indicated they were either an owner/manager of a business or resident located within the designated area and were 21 years of age or older.

Each signature was freely and voluntarily given without any influence of the circulator.

Survey Circulators and Dates

Circulators conducted the survey on the following dates:

- 1 Circulator – Thursday, April 27, 2023
- 1 Circulator – Saturday, April 29, 2023
- 2 Circulators - Tuesday, May 2, 2023

Survey Statistics

Summary of Signatures Obtained

Businesses.....	29
Residences.....	<u>29</u>
Total	58

Details of Signatures Obtained

	Businesses	Residents	Total
Signatures in Favor - "Yes"	28	27	55
Signatures in Opposition – "No"	1	2	3
Total	29	29	58

Statistical Analysis of Signatures

In Favor..... 94.8%

In Opposition..... 5.2%

Details of Opposition

Reason Opposed	Business	Residents	Total
Too much liquor around us	1	0	1
No longer family oriented	0	1	1
No liquor in restaurants	0	1	1
Total	0	2	3

Summary of Contact Attempts

	Total	Ratio of Total Attempts
Signatures Obtained	58	25.3%
Not at Home	119	51.7%
Not Willing to Sign	26	11.3%
Business Owner/Manager Not Available	27	11.7%
Total Knocks	230	100.0%

Summary of Actual People Contacts

	Number	% of Total Contacts
Business	62	55.4%
Residents	50	44.6%
Total	112	100.0%

Summary of Ratio of Signatures to Contact Attempts

	Signatures	Attempts	Percent
Business	29	62	46.8%
Residents	29	168	17.3%
Total	58	230	25.7% (weighted)

An average of 25.7% of attempts to contact people obtained a signature for the petition.

Reason for Contacts Not Willing to Sign

Not Opinion	13
Not Interested	13
Total	26

Statistical Analysis For Needs and Desires

There were three signatures in opposition to the liquor license. In my opinion, one of the reasons could reasonably fit the definition of “needs and desires.”

	Business	Residents	Total
Signatures in Favor - “Yes”	28	27	55
Signatures in Opposition – “No”	1	0	1
Total	29	27	56

In Favor..... 98.2%

In Opposition..... 1.8%

Therefore, the final analysis of needs and desires is **98.2%** in favor.

Report Attachments

Included in this report are the following:

1. A copy of the petitions where signatures were obtained in favor or opposition of the new hotel and restaurant liquor license.
2. Affidavits of Circulators for signatures obtained.
3. A map indicating the area where circulators petitioned.

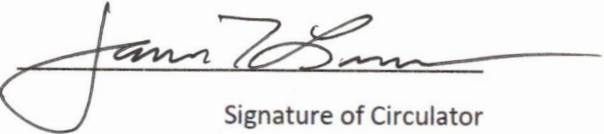
Report Prepared and Submitted by:



Patrick Maroney
President
PS Logistics, LLC
d/b/a Alcohol Petitioning Services

Affidavit of Circulator

I, JAMES LUNN, circulated the attached petition
pertaining to the application of TRAVERA LOS CROS for licensing by the
Local Licensing Authority of the Town of Fort Lupton, Colorado. The petition was circulated from
4/27/23 to 5/2/23, and only within the defined neighborhood
boundaries established by the Local Licensing Authority on the map provided here. I hereby certify that
the persons whose signatures and addresses appear signed this petition in my presence after indicating
they were at least twenty-one (21) years of age and after having read the petition. I further certify that,
to the best of my knowledge, each signature appearing on the petition is who it purports to be and that
and the address given with each name indicated is the true business or residence of the person signing
the petition.

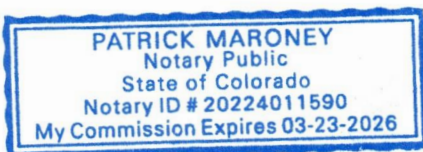

Signature of Circulator

STATE OF COLORADO)
) ss
COUNTY OF Weld)

Subscribed and sworn to before me this 2nd day of May, 2023. By the person known to me to be
James Lunn.

My commission expires:
03-23-2026


Notary Public





APPLICANT: Taqueria Los Cazos, LLC, dba Taqueria Los Cazos
APPLICATION TYPE: Hotel & Restaurant Liquor License (City)
LOCATION: 123 1st Street, Fort Lupton, CO 80621

PUBLIC HEARING BEFORE THE AUTHORITY:
DATE & TIME: May 16, 2023 at 6 p.m.
LOCATION: 130 McKinley Avenue, Fort Lupton, CO 80621

Please print and sign your name: First Name, Middle Initial, Last Name.

DATE	PRINT NAME	BUSINESS NAME (IF APPLICABLE)	AGE	MARK ONE "X"		REASON:
	SIGNATURE	STREET ADDRESS		FAVOR	OPPOSE	
1 4-27-23	Ruben Delgado Guzman <i>[Signature]</i>	123 1st Street Fort Lupton Co 80621	41	X		REASON: (CIRCLE ONE) RESIDENT <u>OWNER</u> MANAGER
2 4/27/23	Beverly Gallegos <i>[Signature]</i>	201 1st St. Fort Lupton, CO 80621	49	X		REASON: (CIRCLE ONE) RESIDENT OWNER <u>MANAGER</u>
3 4/27/23	Victorie Hamil <i>[Signature]</i>	232 1st Street Fort Lupton, CO	48	X		REASON: (CIRCLE ONE) RESIDENT <u>OWNER</u> MANAGER
4 4/27/23	Socorro Sanchez <i>[Signature]</i>	20 S Grant Fort Lupton CO	51	X		REASON: (CIRCLE ONE) RESIDENT <u>OWNER</u> MANAGER
5 4/27/23	Alejandra Diaz <i>[Signature]</i>	255 Grant Fort Lupton	35		X	REASON: Too much liquor around us (CIRCLE ONE) RESIDENT OWNER <u>MANAGER</u>
6 4/21/23	Salina Sanchez <i>[Signature]</i>	630 W 8th St. Fort Lupton	26	X		REASON: (CIRCLE ONE) RESIDENT OWNER <u>MANAGER</u>
7 4/27/23	Erika Valeriano <i>[Signature]</i>	140 Denver Ave Unit F	37	X		REASON: (CIRCLE ONE) RESIDENT OWNER <u>MANAGER</u>
8 4/27/23	Dolores Reyes <i>[Signature]</i>	130 Denver Ave.	76	X		REASON: (CIRCLE ONE) RESIDENT OWNER <u>MANAGER</u>

Initials: *[Signature]*



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	SIGNATURE	STREET ADDRESS		FAVOR	OPPOSE	
1 4/27/23	Lindsey Hernandez	266 Denver Ave	39	X		REASON: (CIRCLE ONE) RESIDENT <u>OWNER</u> MANAGER
2 4/27/23	John R. Dent	352 Denver Ave	76	X		REASON: (CIRCLE ONE) RESIDENT <u>OWNER</u> MANAGER
3 4-27-23	James Baraness	825 Denver Ave	83	X		REASON: (CIRCLE ONE) RESIDENT <u>OWNER</u> MANAGER
4 4-27-23	Misty LaBarbera	737 N Denver Ave	39	X		REASON: (CIRCLE ONE) RESIDENT OWNER <u>MANAGER</u>
5 4-27-23	Robin LaBarbera	737 N. Denver ave.	62	X		REASON: (CIRCLE ONE) RESIDENT <u>OWNER</u> MANAGER
6 4-27-23	Jacob Madsen	735 N Denver Ave Ft Lupton, CO	35	X		REASON: (CIRCLE ONE) RESIDENT <u>OWNER</u> MANAGER
7 4/27/23	Connie Herrick	415 Denver Ave. Unit A	59	X		REASON: (CIRCLE ONE) RESIDENT <u>OWNER</u> MANAGER
8 4/27/23	Tom Yee	305 DENVER AVE	53	X		REASON: (CIRCLE ONE) RESIDENT <u>OWNER</u> MANAGER

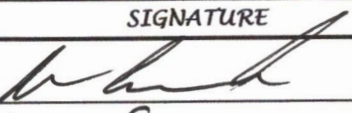
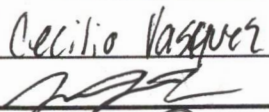
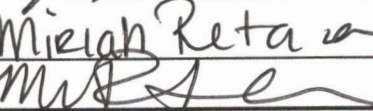
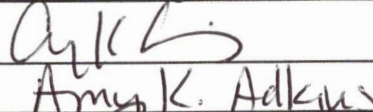
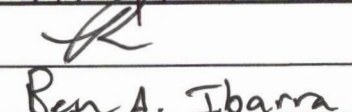
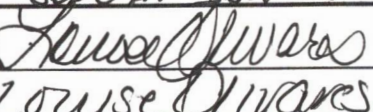
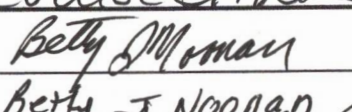
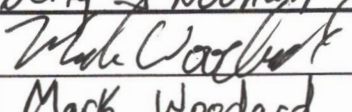
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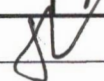


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	SIGNATURE	STREET ADDRESS		FAVOR	OPPOSE	
1 4-27/23	 ALISHA CEANWEN	229 Denver Ave	33	☒	☐	REASON: (CIRCLE ONE) RESIDENT OWNER <u>MANAGER</u>
2 4/27/23	 Cecilio Vasquez	150 Main St 4	25	☒	☐	REASON: (CIRCLE ONE) RESIDENT <u>OWNER</u> MANAGER
3 4/27/23	 Miriam Reta	150 main st #3	30	☒	☐	REASON: (CIRCLE ONE) RESIDENT <u>OWNER</u> MANAGER
4 4/27/23	 Amy K. Adkins	100 S. Harrison Ave	44	☒	☐	REASON: (CIRCLE ONE) RESIDENT OWNER <u>MANAGER</u>
5 4/27/23	 Ben A. Ibarra	201 S. Rollie Ave	49	☒	☐	REASON: (CIRCLE ONE) RESIDENT OWNER <u>MANAGER</u>
6 4/27/23	 Louise Olivas	1200 Dexter W 5	50	☒	☐	REASON: (CIRCLE ONE) RESIDENT OWNER <u>MANAGER</u>
7 4/27/23	 Betty J. Noonan	1200 Dexter St W-2	62	☒	☐	REASON: (CIRCLE ONE) RESIDENT OWNER <u>MANAGER</u>
8 4/27/23	 Mark Woodard	1100 Denver Ave	23	☒	☐	REASON: (CIRCLE ONE) RESIDENT <u>OWNER</u> MANAGER

Initials: 



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	SIGNATURE	STREET ADDRESS		FAVOR	OPPOSE	
4-27-23	Emilia Muñoz	1041 Denver ave	35	✓		REASON:
	Emilia Muñoz	STE B				(CIRCLE ONE) RESIDENT <u>OWNER</u> MANAGER
4/27/23	Yazniel A. Avalos	1051 Denver Ave	53	✓		REASON:
	Yazniel A. Avalos					(CIRCLE ONE) RESIDENT <u>OWNER</u> MANAGER
4/27/23	Jerry Robertson	1392 Denver Ave	61	✓		REASON:
	Jerry Robertson					(CIRCLE ONE) RESIDENT <u>OWNER</u> MANAGER
4/27/23	Gloria Mata Sanchez	1300 2nd st	28	✓		REASON:
	Gloria Mata Sanchez					(CIRCLE ONE) RESIDENT OWNER <u>MANAGER</u>
4/27-23	MARJI T Sinner	1400 2nd ST	21	✓		REASON:
						(CIRCLE ONE) RESIDENT OWNER <u>MANAGER</u>
						REASON:
						(CIRCLE ONE) RESIDENT OWNER MANAGER
						REASON:
						(CIRCLE ONE) RESIDENT OWNER MANAGER
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						(CIRCLE ONE) RESIDENT OWNER MANAGER

Initials: [Signature]



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DATE	PRINT NAME	BUSINESS NAME (IF APPLICABLE)	AGE	MARK ONE "X"		REASON:
	SIGNATURE	STREET ADDRESS		FAVOR	OPPOSE	
5/2/23	Dana Gomez	134 2nd St	39	☒	☐	REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
5/2/23	Maurand Rouse	234 2nd St.	62	☒	☐	REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
5.2.23	Darlene Erwin	115 2nd St.	66	☒	☐	REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
5-2-23	Robin Drake	150 Fulton St	52	☒	☐	REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
5-2-23	Arianna Delgado	221 McKinley ave	36	☒	☐	REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
5-2-23	Jamie LeCrone	1408 4th St	37	☒	☐	REASON: No longer family oriented (CIRCLE ONE) RESIDENT OWNER MANAGER
5/2/23	KRYSTAL MARTINEZ	254 Corvette Circle	32	☒	☐	REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
5/2/23	E LaLiberty	329 Corvette	77	☒	☐	REASON: No liquor in Rest (CIRCLE ONE) RESIDENT OWNER MANAGER

Initials: *je*



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1 5/2/23	Shawne Carson Shawne Carson	Corvette Circle 309	34	X		(CIRCLE ONE) <u>RESIDENT</u> OWNER MANAGER
2 5/2/23	Carol Crowsell Carol Crowsell	195 Vallejo	67	X		(CIRCLE ONE) <u>RESIDENT</u> OWNER MANAGER
3 5/2/23	Dennis Barnes Dennis Barnes	115 Vallejo Dr.	50	X		(CIRCLE ONE) <u>RESIDENT</u> OWNER MANAGER
4 5/2/23	Ramon Medrano Ramon medrano	203 S Grand Ave	31	X		(CIRCLE ONE) <u>RESIDENT</u> OWNER MANAGER
5 5/2/23	Allison Collins Allison Collins	237 S Grand Ave	37	X		(CIRCLE ONE) <u>RESIDENT</u> OWNER MANAGER
6 5/2/23	Timothy Cottrill Timothy Cottrill	237 S Grand Ave	53	X		(CIRCLE ONE) <u>RESIDENT</u> OWNER MANAGER
7						(CIRCLE ONE) RESIDENT OWNER MANAGER
8						(CIRCLE ONE) RESIDENT OWNER MANAGER

Initials:

Affidavit of Circulator

I, Elizabeth Maroney, circulated the attached petition

pertaining to the application of Taqueria Los Cazos for licensing by the

Local Licensing Authority of the Town of Fort Lupton, Colorado. The petition was circulated from

4/29/23 to 4/29/23, and only within the defined neighborhood

boundaries established by the Local Licensing Authority on the map provided here. I hereby certify that

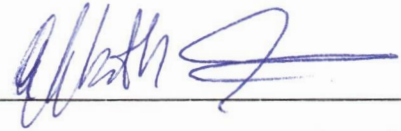
the persons whose signatures and addresses appear signed this petition in my presence after indicating

they were at least twenty-one (21) years of age and after having read the petition. I further certify that,

to the best of my knowledge, each signature appearing on the petition is who it purports to be and that

and the address given with each name indicated is the true business or residence of the person signing

the petition.



Signature of Circulator

STATE OF COLORADO

)

) ss

COUNTY OF

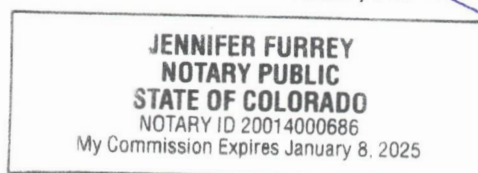
Jefferson

Subscribed and sworn to before me this 1 day of May, 2023. By the person known to me to be

Elizabeth Maroney.

My commission expires:

Notary Public





APPLICANT: Taqueria Los Cazos, LLC, dba Taqueria Los Cazos
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	SIGNATURE	STREET ADDRESS		FAVOR	OPPOSE	
1 4/29/23	Mario Holguin <i>Mario Holguin</i>	6428 Indian Paintbrush St Frederick, CO	38	☒	☐	(CIRCLE ONE) <u>RESIDENT</u> OWNER MANAGER
2 4/29/23	Tom Flyn <i>Tom Flyn</i>	1115 Hoover Ave Fort Lupton CO 80621	74	☒	☐	(CIRCLE ONE) <u>RESIDENT</u> OWNER MANAGER
3 4/29/23	Karen Ewing <i>Karen Ewing</i>	1135 Hoover Ave. Fort Lupton, CO	71	☒	☐	(CIRCLE ONE) <u>RESIDENT</u> OWNER MANAGER
4 4/29/23	Alicia Sulezov <i>Alicia Sulezov</i>	626 Harrison Ave.	24	☒	☐	(CIRCLE ONE) <u>RESIDENT</u> OWNER MANAGER
5 4/29/23	Estefania Alvarez <i>Estefania Alvarez</i>	1407 8th Street Fort Lupton CO 80621	27	☒	☐	(CIRCLE ONE) <u>RESIDENT</u> OWNER MANAGER
6 4/29/23	Brandon May <i>Brandon May</i>	1003 Pacific Way Fort, Lupton CO	32	☒	☐	(CIRCLE ONE) <u>RESIDENT</u> OWNER MANAGER
7 4-29-23	Alyshia Medina <i>Alyshia Medina</i>	1018 Pacific Court Fort Lupton CO 80621	34	☒	☐	(CIRCLE ONE) <u>RESIDENT</u> OWNER MANAGER
8						(CIRCLE ONE) RESIDENT OWNER MANAGER

Initials: EM

Affidavit of Circulator

I, Yvonne Brebis, circulated the attached petition

pertaining to the application of Tagueria Los Cuzos for licensing by the

Local Licensing Authority of the Town of Fort Lupton, Colorado. The petition was circulated from

5/2/23 to 5/2/23, and only within the defined neighborhood

boundaries established by the Local Licensing Authority on the map provided here. I hereby certify that

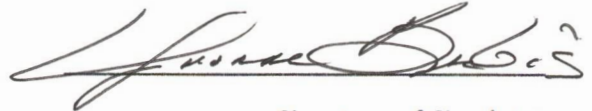
the persons whose signatures and addresses appear signed this petition in my presence after indicating

they were at least twenty-one (21) years of age and after having read the petition. I further certify that,

to the best of my knowledge, each signature appearing on the petition is who it purports to be and that

and the address given with each name indicated is the true business or residence of the person signing

the petition.



Signature of Circulator

STATE OF COLORADO

)

) ss

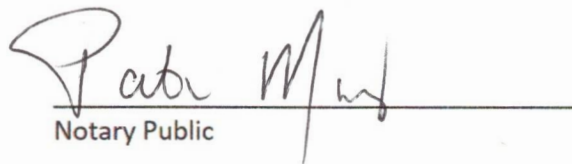
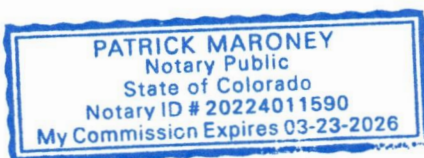
COUNTY OF Weld)

Subscribed and sworn to before me this 2nd day of May, 2023. By the person known to me to be

Yvonne Brebis.

My commission expires:

03-23-2026


Notary Public

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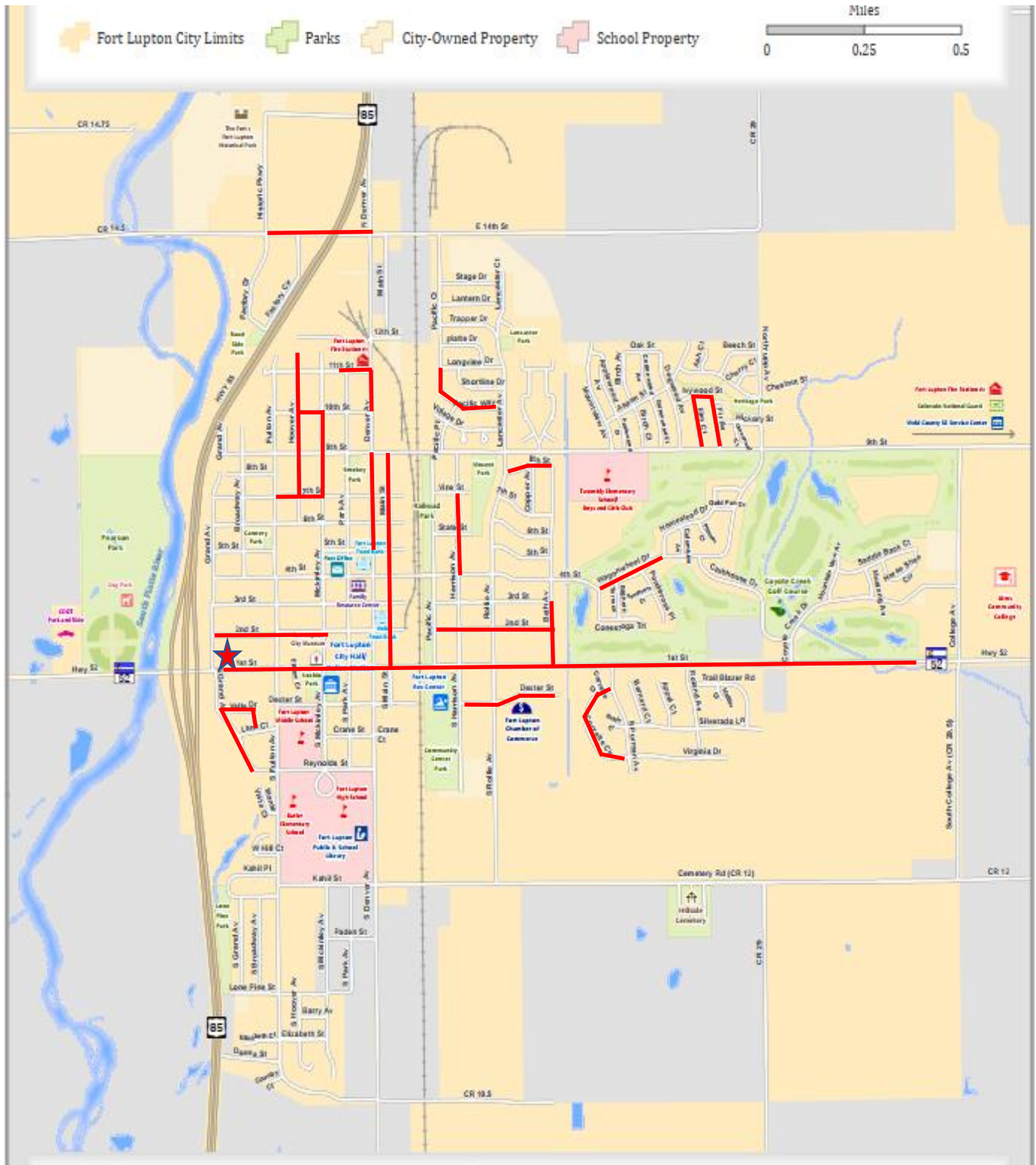
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	SIGNATURE	STREET ADDRESS		FAVOR	OPPOSE	
1 5/2/23	Michael Suri <i>[Signature]</i>	802 Ft Lupton McKinley Ave	63	X		(CIRCLE ONE) RESIDENT OWNER MANAGER
2 5/2	MATT WOODS <i>[Signature]</i>	1604 WAGON WHEEL FT.	70	X		(CIRCLE ONE) RESIDENT OWNER MANAGER
3 5/2	Nancy Bonan <i>[Signature]</i>	1604 Wagon Wheel FORT Lupton 80621	70	X		(CIRCLE ONE) RESIDENT OWNER MANAGER
4 5/2	Gloria A. Ortega <i>[Signature]</i>	1593 Wagon Wheel		X		(CIRCLE ONE) RESIDENT OWNER MANAGER
5 5/2	Jillian Cahoon <i>[Signature]</i>	1417 4th St	32	X		(CIRCLE ONE) RESIDENT OWNER MANAGER
6 5/2	Dawn D. Thueston <i>[Signature]</i>	100 Valley Dr	61	X		(CIRCLE ONE) RESIDENT OWNER MANAGER
7 5/2	Brenda Tremill <i>[Signature]</i>	105 Valley Dr FT.	29	X		(CIRCLE ONE) RESIDENT OWNER MANAGER
8 5/2	Tina Grando <i>[Signature]</i>	200 S. Grand Ave.	62	X		(CIRCLE ONE) RESIDENT OWNER MANAGER

Initials: *[Signature]*

Taqueria Los Cazos LLC, dba Taqueria Los Cazos

123 1st Street, Fort Lupton, CO



Colorado Liquor Retail License Application

☐ New License ☒ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file			
All answers must be printed in black ink or typewritten Applicant must check the appropriate box(es) Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor			
1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation Taqueria Los Cazos LLC			FEIN Number
2a. Trade Name of Establishment (DBA) Taqueria Los Cazos		State Sales Tax Number 	Business Telephone (303) 502-3289
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 123 1st Street			
City Fort Lupton		County Weld	State CO
		ZIP Code 80621	
4. Mailing Address (Number and Street) 123 1st Street		City or Town Fort Lupton	State CO
		ZIP Code 80621	
5. Email Address 			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) N/A		Present State License Number N/A	Present Class of License N/A
		Present Expiration Date N/A	
Section A Nonrefundable Application Fees*		Section B (Cont.) Liquor License Fees*	
☐ Application Fee for New License.....\$1,100.00 ☒ Application Fee for New License w/Concurrent Review.....\$1,200.00 ☐ Application Fee for Transfer\$1,100.00		☐ Liquor-Licensed Drugstore (County).....\$312.50 ☐ Lodging & Entertainment - L&E (City)\$500.00 ☐ Lodging & Entertainment - L&E (County).....\$500.00 ☐ Manager Registration - H & R\$75.00 ☐ Manager Registration - Tavern\$75.00 ☐ Manager Registration - Lodging & Entertainment\$75.00 ☐ Manager Registration - Campus Liquor Complex.....\$75.00 ☐ Optional Premises License (City).....\$500.00 ☐ Optional Premises License (County).....\$500.00 ☐ Racetrack License (City).....\$500.00 ☐ Racetrack License (County).....\$500.00 ☐ Resort Complex License (City).....\$500.00 ☐ Resort Complex License (County)\$500.00 ☐ Related Facility - Campus Liquor Complex (City)\$160.00 ☐ Related Facility - Campus Liquor Complex (County).....\$160.00 ☐ Related Facility - Campus Liquor Complex (State)\$160.00 ☐ Retail Gaming Tavern License (City)\$500.00 ☐ Retail Gaming Tavern License (County)\$500.00 ☐ Retail Liquor Store License--Additional (City).....\$227.50 ☐ Retail Liquor Store License--Additional (County)\$312.50 ☐ Retail Liquor Store (City).....\$227.50 ☐ Retail Liquor Store (County).....\$312.50 ☐ Tavern License (City).....\$500.00 ☐ Tavern License (County).....\$500.00 ☐ Vintners Restaurant License (City)\$750.00 ☐ Vintners Restaurant License (County).....\$750.00	
Section B Liquor License Fees*			
☐ Add Optional Premises to H & R..... \$100.00 X _____ Total _____ ☐ Add Related Facility to Resort Complex \$75.00 X _____ Total _____ ☐ Add Sidewalk Service Area \$75.00 ☐ Arts License (City) \$308.75 ☐ Arts License (County) \$308.75 ☐ Beer and Wine License (City) \$351.25 ☐ Beer and Wine License (County) \$436.25 ☐ Brew Pub License (City) \$750.00 ☐ Brew Pub License (County) \$750.00 ☐ Campus Liquor Complex (City) \$500.00 ☐ Campus Liquor Complex (County) \$500.00 ☐ Campus Liquor Complex (State) \$500.00 ☐ Club License (City) \$308.75 ☐ Club License (County).....\$308.75 ☐ Distillery Pub License (City)\$750.00 ☐ Distillery Pub License (County)\$750.00 ☒ Hotel and Restaurant License (City)\$500.00 ☐ Hotel and Restaurant License (County)\$500.00 ☐ Hotel and Restaurant License w/one opt premises (City).....\$600.00 ☐ Hotel and Restaurant License w/one opt premises (County).....\$600.00 ☐ Liquor-Licensed Drugstore (City).....\$227.50			
* Note that the Division will not accept cash			
Questions? Visit: SBG.Colorado.gov/Liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: SBG.Colorado.gov/Liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information ☒ A. Applicant/Licensee identified ☒ B. State sales tax license number listed or applied for at time of application ☒ C. License type or other transaction identified ☐ D. Return originals to local authority (additional items may be required by the local licensing authority) ☐ E. All sections of the application need to be completed ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises ☒ A. No larger than 8 1/2" X 11" ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) ☒ C. Separate diagram for each floor (if multiple levels) ☒ D. Kitchen - identified if Hotel and Restaurant ☒ E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) ☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk ☒ B. Lease in the name of the applicant (or) (matching question #2) ☐ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant ☐ D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents ☒ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) ☒ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☐ D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) ☐ A. Form DR 4679 ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) ☐ A. Certificate of Incorporation ☐ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) ☐ A. Partnership Agreement (general or limited). ☐ B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) ☒ A. Copy of articles of organization ☒ B. Certificate of Good Standing ☒ C. Copy of Operating Agreement (if applicable) ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application ☐ A. \$75.00 fee ☐ B. Individual History Record (DR 8404-I) ☐ C. If owner is managing, no fee required

Name Taqueria Los Cazos LLC	Type of License Hotel-Restaurant	Account Number
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes No ☐ ☒
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
a. Been denied an alcohol beverage license?		☐ ☒
b. Had an alcohol beverage license suspended or revoked?		☐ ☒
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		☐ ☒
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		☐ ☒
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		☐ ☒
or Waiver by local ordinance? ☐ ☐ Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		☐ ☐
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		☐ ☐
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		☐ ☐
13 b. Are you a Colorado resident?		☒ ☐
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		☐ ☒
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership , lease or other arrangement?		☒ ☐
☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____		
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:		
Landlord Salvador Garcia & Martha Garcia	Tenant Taqueria Los Cazos LLC	Expires 1/31/2024
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		☐ ☒
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		
Last Name NONE	First Name	Date of Birth
Last Name	First Name	Date of Birth
		FEIN or SSN
		FEIN or SSN
		Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.		
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		☐ ☐
Number of additional Optional Premise areas requested. (See license fee chart)		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:		
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?		☐ ☐
If "yes" a copy of license must be attached.		

Name Taqueria Los Cazos LLC		Type of License Hotel-Restaurant		Account Number	
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation					Yes No
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?					☐ ☐
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?					☐ ☐
c. How long has the club been incorporated?					☐ ☐
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?					☐ ☐
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:					Yes No
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)					☐ ☐
22. Campus Liquor Complex applicants answer the following:					
a. Is the applicant an institution of higher education?					☐ ☐
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.					☐ ☐
23. For all on-premises applicants.					
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.					
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.					
Last Name of Manager Delgado Guzman			First Name of Manager Ruben		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.					Yes No ☐ ☒
25. Related Facility - Campus Liquor Complex applicants answer the following:					Yes No ☐ ☐
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.					☐ ☐
b. Designated Manager for Related Facility- Campus Liquor Complex					☐ ☐
Last Name of Manager			First Name of Manager		
26. Tax Information.					
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?					Yes No ☐ ☒
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?					☐ ☒
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members . In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant . All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.					
Name	Home Address, City & State	DOB	Position	%Owned	
Ruben Delgado Guzman	1641 Red Poppy Dr., Brighton, CO	8/10/1981	Managing Member	79%	
Name	Home Address, City & State	DOB	Position	%Owned	
Name	Home Address, City & State	DOB	Position	%Owned	
Name	Home Address, City & State	DOB	Position	%Owned	
Name	Home Address, City & State	DOB	Position	%Owned	
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.					

Name Taquera Los Cazos LLC		Type of License Hotel-Restaurant	Account Number	
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature  Ruben Delgado Guzman (Oct 11, 2022 15:28 WDT)		Printed Name and Title Ruben Delgado Guzman, Managing Member		Date 10/10/22
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
☒ Fingerprinted ☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license				
(Check One)				
☐ Date of inspection or anticipated date _____ ☒ Will conduct inspection upon approval of state licensing authority				
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?				Yes No ☐ ☐
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?				☐ ☐
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				☐ ☐
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for		Telephone Number		☐ Town, City ☐ County
Signature	Print	Title	Date	
Signature	Print	Title	Date	



Colorado Secretary of State
 Date and Time: 06/30/2008 03:50 PM
 Id Number: 20081351512
 Document number: 20081351512

Document processing fee
 If document is filed on paper \$125.00
 If document is filed electronically \$ 50.00

Fees & forms/cover sheets
 are subject to change.
 To file electronically, access instructions
 for this form/cover sheet and other
 information or print copies of filed
 documents, visit www.sos.state.co.us
 and select Business Center.

Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to §7-90-301, et seq. and §7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. Entity name:

Taqueria Los Cazos

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "llc", "l.l.c.", or "ltd." §7-90-601, C.R.S.)

2. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*

- ☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

3. Principal office street address:

3230 23rd Avenue

Ste 200

(Street name and number)

Evans

CO

80620

(City)

(State)

(Postal/Zip Code)

United States

(Province – if applicable)

(Country – if not US)

4. Principal office mailing address
 (if different from above):

(Street name and number or Post Office Box information)

(City)

(State)

(Postal/Zip Code)

(Province – if applicable)

(Country – if not US)

5. Registered agent name (if an individual):

Delgado

Jenny

Lee

(Last)

(First)

(Middle)

(Suffix)

OR (if a business organization):

6. The person identified above as registered agent has consented to being so appointed.

7. Registered agent street address:

3230 23rd Avenue

Ste 200

(Street name and number)

Evans

CO

80620

(City)

(State)

(Postal/Zip Code)

8. Registered agent mailing address
(if different from above):

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

9. Name(s) and mailing address(es)
of person(s) forming the limited
liability company:

(if an individual) Delgado Jenny Lee
(Last) (First) (Middle) (Suffix)

OR (if a business organization)

3230 23rd Ave
Ste 200 (Street name and number or Post Office Box information)
Evans CO 80620
(City) (State) (Postal/Zip Code)
United States
(Province – if applicable) (Country – if not US)

(if an individual) _____
(Last) (First) (Middle) (Suffix)

OR (if a business organization)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)
United States
(Province – if applicable) (Country – if not US)

(if an individual) _____
(Last) (First) (Middle) (Suffix)

OR (if a business organization)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)
United States
(Province – if applicable) (Country – if not US)

(If more than three persons are forming the limited liability company, mark this box ☐ and include an attachment stating the true names and mailing addresses of all additional persons forming the limited liability company)

10. The management of the limited liability company is vested in managers ☒
OR is vested in the members ☐

11. There is at least one member of the limited liability company.

12. (Optional) Delayed effective date: _____.
(mm/dd/yyyy)

13. Additional information may be included pursuant to other organic statutes such as title 12, C.R.S. If applicable, mark this box ☐ and include an attachment stating the additional information.

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

14. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Delgado	Jenny	Lee	
(Last)	(First)	(Middle)	(Suffix)
3230 23rd Ave			
Ste 200 (Street name and number or Post Office Box information)			
Evans	CO	80620	
(City)	(State)	(Postal/Zip Code)	
United States			
(Province – if applicable)		(Country – if not US)	

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Taqueria Los Cazos

is a

Limited Liability Company

formed or registered on 06/30/2008 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20081351512 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/16/2023 that have been posted, and by documents delivered to this office electronically through 02/21/2023 @ 15:21:49 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/21/2023 @ 15:21:49 in accordance with applicable law. This certificate is assigned Confirmation Number 14716595 .



Secretary of State of the State of Colorado

*****End of Certificate*****

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

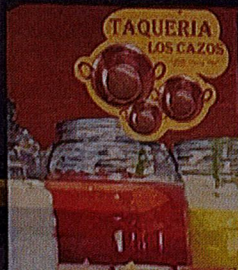
Posted 4/27/23



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6 days

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SMILE
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PUBLIC NOTICE
PURSUANT TO THE LAWS OF THE STATE OF
CO. AN APPLICATION FOR A HOTEL AND
RESTAURANT LICENSE - TAQUERIA LOS CAZOS LLC
CBA TAQUERIA LOS CAZOS, 101 1ST STREET, RUBEN
DELGADO GUZMAN, 1941 SED, POPPY DR,
BRIGHTON, CO 80601, HAS APPLIED TO THE
LOCAL LICENSING AUTHORITY TO GRANT A
NEW HOTEL AND RESTAURANT LICENSE. THE
APPLICATION WILL BE CONSIDERED BY THE
CITY COUNCIL ON MAY 18, 2023, AT 8:00 P.M.
130 S. MCKINLEY AVE. FT. LUITPION, CO.
WRITTEN PROTEST MAY BE FILED DURING
BUSINESS HRS. AT 130 S. MCKINLEY AVE.
PRIOR TO 5 P.M. ON MAY 15, 2023
APP. FILED: 4-27-2023 POSTED: 4-27-2023

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

City of Fort Lupton Legals***
130 S McKinley Avenue
Fort Lupton CO 80621

Public Notice

Notice of Public Hearing

Notice is hereby given that the City of Fort Lupton City Council, acting as the Local Licensing Authority, has scheduled a public hearing on May 16, 2023 at 6:00 p.m. at City Hall, 130 S. McKinley Avenue, Fort Lupton, CO 80621. The public hearing is to consider an application for a new Hotel and Restaurant liquor license for Taqueria Los Cazos, LLC dba Taqueria Los Cazos located at 123 1st Street, Fort Lupton, CO 80621. The application was accepted by the City Council on April 18, 2023. Ruben Delgado, Managing Member, 1641 Red Poppy Dr., Brighton, CO 80601.

Legal Notice No. FLP861
First Publication: May 4, 2023
Last Publication: May 4, 2023
Publisher: Fort Lupton Press

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Weld } ss

This Affidavit of Publication for the Fort Lupton Press, a weekly newspaper, printed and published for the County of Weld, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 5/4/2023, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Fort Lupton Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 5/4/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-017632

Carla Bethke
Notary Public
My commission ends April 11, 2026

CARLA BETHKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004025550
MY COMMISSION EXPIRES APRIL 11, 2026



SUBJECT FOR DISCUSSION

Awarding Contract to Filmtec Corporation for Purchase of the Water Treatment Plant's MEMCOR Filtration Skids and Parts for Existing Skids for an Amount Not to Exceed \$2,409,959.00 from the Utility Fund - Water Treatment Plant.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

CH2M is providing upgrade/expansion engineering services for the Water Treatment Plant Expansion project. Long lead items purchased separately from General Construction contracting will prevent delays for a timely delivery for the project.

The MEMCOR filtration skids will be delivered in November for installation by the beginning of 2024. These items are sole sourced because the filtration skids need to be the same as what we are currently using at the plant. This order includes 2 new filtration skids for \$1,629,959 and replacement parts for the existing 5 skids for \$780,000.

Payment schedule is 10% upon order, 25% with submittal documents, 60% on delivery and 5% at Start-up.

<i>Project Budget</i>	Construction	Budget
	Engineering CH2M	\$ 425,292
	PLC	\$ 294,769
	Filtration Skids	\$2,409,959
	Remaining Constr Est	\$4,269,980
	Total	\$7,400,000
		\$8,000,000

FINANCIAL CONSIDERATIONS

The 2023 budget includes \$3,000,000 for WTP Expansion and \$5,000,000 for Pretreatment in the Utility Fund-WTP. The pretreatment project will not be occurring this year.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the contract award to Filmtec
- B. Reject agreement and contract with another firm.
- C. Delay action on the contract to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approving award of the contract to Filmtec for an amount not to exceed \$2,409,959.00.

- Attachments:**
- a. Contract Agreement – Filmtec
 - b. MEMCOR Proposal (Exhibit A)

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Construction Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter “City”) and **Filmtec Corporation** (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 proposal 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 proposal attached hereto as Exhibit A. In the event of any conflict between any of these documents, this document shall control. Any terms contained in Exhibit A not modified by the Agreement shall remain in full force and effect.

3. **TIME OF COMPLETION.** The Contractor agrees to commence work upon execution of this Agreement and to complete all work on the existing membrane skids by no later than January 15, 2024 in coordination with overall project contractors.

The Contractor agrees to commence work upon execution of this Agreement and to complete all work on the new membrane skids by no later than April 15, 2024 in coordination with overall project contractors. It is assumed that the overall project contractors will take no more than six weeks to install the new membrane skids after skids and equipment are received complete from Contractor. The City reserves the right to extend the date of completion of the new skids to coordinate with the overall project contractors, but in no case will it extend beyond December 31, 2024.

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 \$ **2,409,959.00**, 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 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 will be tendered by the City. The warranty period shall only commence upon execution and tendering of Notice to the Contractor by the City and said warranty shall continue for the warranty period set forth in the contract.

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.

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

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

10. **GOVERNING LAW.** Contractor agrees to comply with all local, state and federal laws in its performance of work under this Agreement. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to 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.

16. **Dupont Supplemental Terms and Conditions**

Schedule

Filmtec and City recognize that time is of the essence and that City will suffer financial loss if the Equipment is not delivered by February 15, 2024. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Equipment is not received on time. Accordingly, instead of requiring any such proof, City and Filmtec agree that as liquidated damages for delay (but not as penalty) Filmtec shall pay City Two Thousand dollars (\$2,000) for each calendar date that expires past February 15, 2024.

Coordination

Filmtec shall coordinate with the Owner's selected General Contractor for the Water Treatment Plant Expansion and with the City for delivery and installation and start up of the membrane system. As heavy equipment will be needed for unloading microfiltration skids, Filmtec shall not ship microfiltration skids without written confirmation from the Owner and General Contractor with an agreed upon delivery date and time. Filmtec's project manager or assistant project manager shall attend monthly project meetings with the City and with the General Contractor.

Filmtec shall provide to the Owner a Certificate of Proper Installation prior to starting up the new or refurbished membrane skids.

Colorado Department of Health and Environment Approval

It is assumed the membrane system is pre-approved by the Colorado Department of Health and Environment (CDPHE), however, should the membrane skid not comply with all applicable CDPHE regulations, Filmtech shall be responsible for the cost of any upgrades required to bring the skid up a system that meets or exceeds CDPHE standards and regulations.

EXECUTED THIS _____ DAY OF _____, 2023.

CITY OF FORT LUPTON, COLORADO

FILMTEC CORPORATION:

BY: Zo Hubbard

BY: _____

TITLE: Mayor

TITLE: _____



MEMCOR® FILTRATION

Fort Lupton, CO Expansion Proposal

Proposal No. 23Q2192CMD

May 4th 2023

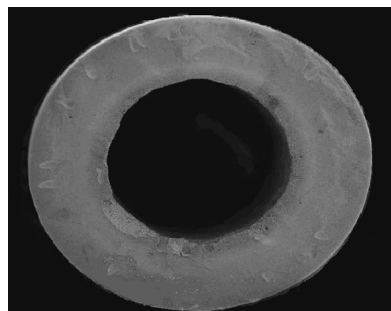
EXECUTIVE SUMMARY

DuPont Water Solutions' ("DuPont") is pleased to offer a proposal for the expansion of your existing MEMCOR® Membrane Filtration system. As the world leader in water and wastewater process equipment, DuPont has the unique qualifications and experience necessary to provide your advanced state-of-the-art process equipment solution design to meet the specific requirements of your water treatment facility. Our experienced process engineers have designed the MEMCOR® system to deliver the following operational and design criteria:

- Filtrate water quality less than 0.1 NTU providing proven rejection of pathogens
- Simple installation
- Factory tested and configured for ease of installation and start-up
- Fully automatic membrane integrity test
- Control system complete with all necessary functions for fully automated operation

The N Fiber and L10N Module

At the heart of the ultrafiltration technology is the 'N' membrane fiber. The N fiber is manufactured from robust and chlorine-resistant PVDF polymer, with specific improvements to the membrane morphology to impart a more consistent, break-resistant fiber. Memcor has also improved the potting formulation of the new N module to provide more consistent performance under a variety of operating conditions. Each L10N module contains 227 square feet of surface area, with a nominal pore size of 0.04 micron. The L10N module operates in an outside-in flow path, providing better treatability of high-solids feeds. There are over 350,000 membrane modules in operation today using the 'N' fiber in a wide variety of applications from surface water, tertiary wastewater, to desalination.



Today, MEMCOR membrane plants treat more than a billion gallons per day globally in applications ranging from wastewater reclamation to drinking water to high-purity industrial water, proving the depth of experience of MEMCOR in the membrane filtration market. DuPont's leadership in engineering, research and development, together with the greatest experience in the global membrane water market, ensures the minimum risk across all facets of project execution. Our lasting partnerships with utilities, engineers and construction groups demonstrate this.

We would like to thank you again for your interest in DuPont's line of MEMCOR Products. We believe that every MEMCOR product comes with more than just equipment – it includes the expansive knowledge of MEMCOR's dedicated team of membrane scientists, engineers, and technicians who stand behind every installation. We are eager to share this expertise with those responsible for providing the world with clean, consistent, and high-quality water. Should you have any questions regarding this quotation or would like to request any additional information please contact the Technical Sales Manager or the DuPont Regional Representative listed below.

DuPont Sales Manager:

William Wittich

Will Wittich
Technical Sales Manager, MEMCOR
Telephone: 719-330-5578
william.wittich@dupont.com

Local Representative:

Nick Lucas
MISCOwater
Manufacturer's Representative
Telephone: 303-309-6150
Mobile: 720-526-7397
nlucas@miscowater.com

Project Overview

The following table summarizes the contents of this quotation:

MEMCOR® SYSTEM	2 x 90 block units
Membrane System 2, 90L10N expansion units	
Manufacturer's Engineering Support and Services	
Price:	USD \$1,629,959

OPTIONAL SYSTEM PRICE ADDERS	
Optional Adder for new Array parts and installation:	USD \$ 780,000

Please note that the pricing above does not include insurance, bonds, or any applicable taxes. The scope of supply and pricing are based on DuPont's standard equipment selection, standard terms of sale and warranty terms described herein. Any variations from these standards may affect this quotation.

Submittals: One (1) electronic submittal, will be issued approximately 8 - 10 weeks after acceptance of an order.

Manuals: One (1) electronic operation and maintenance manual is included.

Delivery: Estimated 16 – 22 weeks after acceptance of an order and submittals are approved (if required). Lead times for delivery of components manufactured by sub-suppliers are subject to worldwide factors and conditions that may impact the material availability and lead time beyond DuPont's control. Recently the lead time for process logic controllers has been up to 40 weeks, which should be considered. Delivery schedule to be coordinated with the purchaser and will be confirmed at the time of order.

Validity: The proposal herein is based on the current market conditions and material cost, and is valid for sixty (60) **days from the date of issue. Due to wide fluctuations and increases in raw material cost, escalation shall be based upon the increase in the Producer Price Index by Commodity; Machinery and Equipment; and General Purpose Machinery and Equipment (WPU114 the "Index").** The escalation shall be calculated based upon the percentage increase of the monthly index between thirty (30) days from the proposal issue and the date of receipt of order. In addition, the price is subject to monthly escalation if deliveries are delayed beyond six (6) months of an accepted order. If there is a significant increase of material or freight occurring during the performance of the contract, the price shall be equitably adjusted by change order.

Freight: CPT | Fort Lupton, CO | Incoterms® 2020

Terms: DuPont Standard Terms & Conditions.

Payment Terms: 10% on Order, net 30
25% on Submittals, staged submittals allowed, net 30
60% on Delivery, partial deliveries accepted, net 30
5% on Start-up, net 30
Full payment not to exceed 120 days after shipment

1 Design Basis

The proposed system has been designed based on the following process parameters:

Table 1: Temperature & Coagulant Dosage Performance Matrix

	Sumaclear Dosage	5 ppm	7 ppm	10 ppm	12 ppm	15 ppm
Temperature						
5°C		35 gfd	33 gfd	29 gfd	25 gfd	22 gfd
10°C		37 gfd	35 gfd	31 gfd	27 gfd	25 gfd
15°C		40 gfd	37 gfd	33 gfd	30 gfd	27 gfd
20°C		45 gfd*	40 gfd	35 gfd	33 gfd	30 gfd

Note: Sumaclear dosages by volume

System Capacity:

Per the above table the system capacity will vary with feed water temperature and coagulant dosage. System performance is based on operation within the flux limit, coagulant dosages, backwash parameters, CIP and maintenance wash procedures listed in this proposal. Coagulant selection shall be Sumaclear 700 to be controlled using existing methods.

* Each skid will be capable of producing 1 MGD during the peak conditions. Peak conditions shall be limited to feed water temperatures greater than 18°C, Sumaclear dosages below 5 ppm (by volume), backwash interval of 18 minutes, maintenance wash interval of 24 hours or less (as required) and a maximum CIP interval of 14 days.

Backwash interval:

Backwash interval will range from 18 – 22 minutes as needed.

CIP Interval:

21 – 30 days depending on operating conditions and it is anticipated this will vary throughout the year

Maintenance wash interval:

Daily acid and/or chlorine as required, recommendations will be provided by Dupont Water Technologies after the initial start-up period.

Note: The design above is not based on utilizing a backwash recovery system to recycle the membrane system backwash waste. If backwash recovery is intended to be implemented, Dupont approval of the recovery process, including treatment chemistry, must be attained in writing prior to implementation and the membrane system design may be subject to adjustment.

Ferric chloride substitution for Sumaclear will result in a re-rating of the production estimates of the 7 x 90 system. Consult Dupont Water Technologies for specifics.

3 Scope of Supply

3.1 Equipment Scope of Supply

Two (2) MEMCOR 90L10N Units each including:

QUANTITY	DESCRIPTION
Ninety (90)	L10N membrane modules.
One (1)	Membrane unit that matches the existing skids as closely as possible while replacing obsolete components
One (1)	Electrical panel to be installed on each unit by a MEMCOR FST on site
One (1)	Pneumatic panel to be installed on each unit by a MEMCOR FST on site
One (1)	Filtrate water turbidimeter (loose shipped).
One (1) Lot	Block and bleed assemblies (loose shipped).

3.2 Manufacturer's Engineering Support and Services

The entire execution process from design to start-up will be supported by DuPont's experienced engineering team and a Project Management Professional® (PMP) certified project manager. The following table details the personal support your MEMCOR CPII project will receive:

QUANTITY	DESCRIPTION
One (1) Electronic PDF	MEMCOR 90L10N system submittal including: - 90L10N Valve, Equipment and Instrumentation List - 90L10N Unit General Arrangement
One (1) Electronic PDF	Operation and maintenance manual is included. Manual will conform to DuPont's commercial standards. This shall include detailed, project-specific manufacturer drawings for the skid (GA) and a BOM of the equipment used on the skid. No drawings, except those used internally by consultant/customer, are to be reproduced without the expressed, written permission of DuPont.

QUANTITY	DESCRIPTION
30 Service Days	Eight-hour service-days for manufacturer's services at regular intervals during the project to ensure proper installation and assembly procedures are followed as well as commissioning and training of the MEMCOR CPlI system. Additional services may be retained at MEMCOR scheduled rates of US\$1650 per day, per person plus travel expenses at cost plus 5% mark up. The services included are: - On-site supervision that includes MEMCOR CPlI plant pre-commissioning, - On-site services for plant commissioning which includes startup, and completion of functional test, - Training of operators and technical staff in conjunction of startup. Training will include equipment description, field instrumentation, control panels, detailed component description, preventive maintenance and troubleshooting.

3.3 Optional adder to replace existing arrays and provide new membranes for the existing five CMF-L units

QUANTITY	DESCRIPTION
Seventy (70)	Top Raft Array Parts. 6 modules wide CP C/W Manifold
Five (5)	Top Raft Array Parts. 6 modules wide CP C/W Tapped
Sixty (60)	Bottom Raft Array Parts. 6 Modules wide CP C/W Manifold
Fifteen (15)	Bottom Raft Array Parts. 6 Modules wide CP C/W Tapped
Four Hundred Fifty (450)	M10/L10 Center Tube Assemblies. Nylon trapezoidal threads
Eighty (80)	316SS M12x2890mm 60 mm thread Tierods
Seventy Five (75)	Bearing blocks 25mmx25mm
Twenty (20)	Plate adapter M 150 NB 316SS M10
Twenty (20)	Plate adapter FML 150 NB 316SS M10
Five (5)	Level Switch bracket 600M10
One Thousand Eight Hundred (1,800)	Nylon Module C-Clips
One Hundred (100)	O-Rings EDPM 9710 163.7mmx5.7mm blue
Two Hundred Fifty (250)	Flat Washers M12 24ODx12.4IDx1.5MM 316SS
Two Hundred Fifty (250)	Spring Washers M12 316SS DIN127B
Two Hundred Fifty (250)	Hex Nuts M10x1.75MM 316SS 6H 800MPA
Twenty (20)	Flex Connections 150NB SQ FDA ANSI
Five (5)	Prox Switch Omron #E2K-C25MF1
One Hundred Eighty (180)	Module Hanging Plate 304SS M10
Four Hundred Fifty (450)	L10N membrane modules.
Nine hundred (900)	Nylon Filtrate Cups Assembled C/W O-Rings
Thirty (30)	Days on site to tear the old arrays down and install the new arrays

3.4 Equipment and Services Provided by Others

All other works and equipment necessary to complete the project and not shown as being supplied by DuPont shall be supplied by others, including but not limited to:

- Civil works and any and all building modifications or construction to house the MEMCOR membrane filtration system equipment including all concrete work related with construction, grouting of equipment and else as applicable.
- Unloading, unpacking, storage (according to DuPont's recommendation), installation, assembly and field erection of the MEMCOR system.
- Interconnecting pipework between the MEMCOR CPlI system and the ancillary systems (including air scour, compressed air, and chemical cleaning systems), between the MEMCOR supplied equipment and between equipment supplied by others.
- Pipe support including pipe hangers for all piping supplied outside the MEMCOR units.
- Pneumatic lines supplying air to the pneumatic actuators.
- Existing feed system including feed pumps and strainers to be utilized, additional capacity if required shall be by others
- Existing compressed air system shall be utilized for the new units
- Existing CIP and chemical dosing systems shall be utilized for the new units
- Neutralization system to process the chemical cleaning waste prior to disposal (if required).
- Appropriate receiving system for backwash waste such as a sewer or backwash holding tank.
- Chemical transfer systems for services other than related to the chemical cleaning of the membrane modules, specifically coagulant transfer systems.
- Supply and storage of all chemicals required for MEMCOR membrane filtration system cleaning, maintenance, and/or operation.
- Integration of the new units into the existing supervisory control and data acquisition (SCADA) system.
- Supply and installation of all VFDs, motor control centers, and disconnects, unless otherwise specified.
- Supply and installation of all control wiring, power cabling including cabling tray, conduits, fittings and supports as necessary. Including building power, lighting, main disconnect, power distribution.
- Installation of control panels not mounted on the MEMCOR units.
- Pump alignment, vibration analysis, and lubricants.
- Engineering services other than listed in the MEMCOR scope above including structural or foundation design.
- Additional engineering services including structural, foundation design, or anchor bolt calculations.
- Any equipment, valves, instrumentation or spare parts not specifically listed in the MEMCOR scope herein.

4 Proposal and Order Form

To (Purchaser): Fort Lupton

Reference: Ft Lupton Expansion
Proposal Date: May 4th, 2023

MEMCOR proposes to furnish materials, equipment and/or technical service in accordance with this Proposal. Materials, equipment and/or technical service not shown below or on attachments to this proposal are EXCLUDED:

EQUIPMENT: 2, 90L10N Expansion Units US\$ 1,629,959□

Optional System Price Adders:

Array parts and labor to replace existing arrays on current five units

US\$ 780,000□

The price above includes field service support as described above. Additional technical service can be added at rate of \$1,650/day, plus travel and living expenses with 5% mark up.

Please note that the pricing above does not include insurance, bonds, or any applicable taxes. The scope of supply and pricing are based on DuPont's standard equipment selection, standard terms of sale and warranty terms described herein. Any variations from these standards may affect this quotation. In the event DuPont is the selected vendor for the products and services contemplated in this proposal, DuPont will not be obligated to supply products or services pursuant to this proposal unless and until (i) DuPont has at its option, completed a satisfactory anti-corruption due diligence review and/or credit check; and (ii) the parties have entered into an agreement based on the terms and conditions set forth herein.

Submittals: One (1) electronic submittal, will be issued approximately 8 - 10 weeks after acceptance of an order.

Manuals: One (1) electronic operation and maintenance manual is included.

Delivery: Estimated 16 – 22 weeks after acceptance of an order and submittals are approved (if required). Delivery schedule to be coordinated with the purchaser and will be confirmed at the time of order.

Freight: CPT | Ft Lupton, CO | Incoterms® 2020

Terms: DuPont Standard Terms & Conditions.

Validity: The proposal herein is based on the current market conditions and material cost, and is valid for sixty (60) days from the date of issue. Due to wide fluctuations and increases in raw material cost, escalation shall be based upon the increase in the Producer Price Index by Commodity; Machinery and Equipment; and General Purpose Machinery and Equipment (WPU114 the "Index"). The escalation shall be calculated based upon the percentage increase of the monthly index between thirty (30) days from the proposal issue and the date of receipt of order. In addition, the price is subject to monthly escalation if deliveries are delayed beyond six (6) months of an accepted order. If there is a significant increase of material or freight occurring during the performance of the contract, the price shall be equitably adjusted by change order.

Payment Terms: 10% on Order, net 30

25% on Submittals, staged submittals allowed, net 30

60% on Delivery, partial deliveries accepted, net 30

5% on Start-up, net 30

Full payment not to exceed 120 days after shipment

Note: Any order resulting from this proposal is subject to the terms and conditions attached. Purchaser's acceptance of this offer is expressly limited to such terms and conditions without change or addition.

(PURCHASER)

Approved by FilmTec Corporation

Name: _____

Address: _____

Signature: _____

Title: _____

Date: _____

Total Accepted

Price (words) _____

Total Accepted

Price (figures) _____

By: _____

Signature: _____

Date: _____

5 Standard Terms and Conditions

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are Ex Works Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are

installed. THE WARRANTIES SET FORTH IN THIS SECTION AND THE WARRANTY SET FORTH IN THE "EXTENDED LOW PRESSURE MEMBRANE MODULE WARRANTY" SECTION OF DUPONT'S PROPOSAL ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third-party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. Assignment. Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. Termination. Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. Dispute Resolution. Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. Export Compliance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. Rental Equipment / Services. Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the

initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. Hardship. The parties acknowledge that events beyond their control may arise during the Term of this Agreement affecting (without limitation) their performance, their future ability to perform or their cost. Should such an event (including but not limited to events of an economic, monetary, fiscal or political nature) occurs and renders the continued performance of the affected party's contractual obligations excessively onerous, and provided the affected party could not reasonably have avoided or overcome the event or its consequences, the parties shall, within 30 (thirty) days of the invocation of the provisions of this Section, meet and negotiate in good faith such changes in contractual terms or price which shall reasonably allow the affected party to overcome the consequences of the event. If the parties are unable to reach an agreement within the aforementioned 30 (thirty)-day period, the affected party shall be entitled to terminate this Agreement upon giving 30 (thirty) days' notice to the other party. Such termination shall not constitute grounds for breach of contract claims and if the affected party is the Seller, the same shall be entitled to payment for work performed whether delivered or undelivered up to the effective date of the termination.

16. Miscellaneous. These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "#Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

6 Extended Low-Pressure Membrane Module Warranty

1. Term of the Low-Pressure Membrane Module Warranty
 - a. This Warranty shall commence ("Commencement Date") on the earlier of:
 - i) wet startup of the equipment, or
 - ii) 6 months after the delivery of the final low pressure membrane skid/rack to the Buyer.
 - b. This Warranty shall continue for a period of ten (10) years from the Commencement Date (the "Module Warranty Period").
2. Warranty Replacement Schedule
 - a. **First 12 Months:** If a low-pressure membrane module shall require replacement under the repair and replacement conditions described in section 2 above during the first twelve (12) months of the "Module Warranty Period", a replacement will be supplied by Seller at no charge.
 - b. **Next 108 Months:** If a low-pressure membrane module shall require replacement under the repair and replacement conditions described in section 2 above during the next one hundred and eight (108) months of the Module Warranty Period, a replacement will be supplied by Seller and invoiced based upon a pro-rata value of a total of one hundred and twenty (120) months. The pro-rata value shall be determined using a replacement price of US\$1,200.00 per module adjusted by the increase in the North American Consumer Price Index (CPI) All Urban Consumers (US City Average) and reducing this price by 1/120th for each month remaining in the 120-month period.
 - c. Replacement modules supplied by the Seller to Buyer under warranty shall assume the balance of the low-pressure membrane module warranty that remained on the defective low pressure membrane module that was replaced under warranty.
 - d. Freight costs associated with the furnishing of replacement modules provided under the low-pressure membrane module warranty is not included in the warranty replacement price. Accordingly, the shipping/delivery terms for replacement modules supplied under the low-pressure membrane module warranty shall be "Ex Works Seller's Facility" and Seller shall arrange, and Buyer shall pay for, transportation of replacement membrane modules to Buyer's facility.
3. Repair and Replacement Conditions
 - a. In the event an individual low pressure membrane module exhibits defects in material or workmanship, as defined in Paragraph 2.b. below, the Seller shall, at its sole option and as the Buyer's sole remedy, conduct either of the following:
 - i) Repair the low-pressure membrane module at no cost to Buyer; or
 - ii) Provide replacement low pressure membrane modules per the warranty replacement schedule listed in Paragraph 5 below.
 - b. Low pressure membrane modules shall be deemed to be exhibiting defects in material or workmanship under the following conditions:
 - i) If the low-pressure membrane module fails Seller's standard integrity test and cannot be repaired by the Buyer; or
 - ii) If a low-pressure membrane module fails Seller's standard integrity test and requires pin repair by Buyer on more than three occasions in any three-month period or more than six occasions in any twelve-month period after commencement of the Module Warranty Period, it may be repaired or replaced by Seller under the terms of low-pressure membrane module warranty.
 - c. Buyer will return to Seller a photograph of the end of each low-pressure membrane module with the serial number to qualify for a replacement module.
4. Low Pressure Membrane Module Warranty Exclusions: The Buyer recognizes that damage resulting from any

of the following shall be excluded from coverage under the low-pressure membrane module warranty:

- a. Alteration or faulty installation of membrane system equipment, components or low-pressure membrane modules by any person other than an employee or representative of Seller without the Seller's prior written consent.
 - b. Buyer causing or permitting any low-pressure membrane modules to dry or to have a moisture content below that specified in the operating instructions.
 - c. Chemical or physical conditions such as (but not limited to) pH, temperature or climatic factors outside recommended operating parameters in the appropriate section of the Operating and Maintenance Manual even where Seller is aware of the existence of these conditions.
 - d. Supply of influent water exhibiting parameters inconsistent with the parameters determined or specified at the time of bid and/or pilot testing. Deviance from any specified influent parameters may diminish or, in certain cases, void this warranty.
 - e. Exposure of the low-pressure membrane modules to oil, organic solvents and other substances not normally present in water. In particular, wastewater from oil filters and/or compressors shall not be permitted to come in contact with the low-pressure membrane modules at any time.
 - f. Permanent or temporary exposure of the low-pressure membrane modules to sand, grit or other particulate that may result in fiber damage or abrasion.
 - g. Improper maintenance of the equipment (including failure to perform general pinning maintenance) as defined in Seller supplied Operating and Maintenance Manual.
 - h. Use of water treatment chemicals or cleaning procedures other than chemicals, cleaning solutions and procedures approved by the Seller.
 - i. Use of cationic polymer in the Buyer's water treatment process without the prior written consent of Seller.
5. Warranty Conditions: This warranty is conditioned upon Buyer:
- a. Not being in default of any payment obligations to Seller; and
 - b. Maintaining hand-written or electronic operational logs and providing such logs to Seller in the event of a warranty claim.
6. The Warranty is expressly excluded from any performance bond(s) which may be furnished by the Seller.
7. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER DAMAGES AND SELLER'S TOTAL LIABILITY UNDER THIS EXTENDED LOW PRESSURE MEMBRANE MODULE WARRANTY, WHEN ADDED TO ALL LIABILITY OF SELLER TO THE BUYER AND ANY END USER OF THE SYSTEM, IF DIFFERENT FROM THE BUYER, UNDER THE SYSTEM SALE CONTRACT, SHALL NOT EXCEED THE LIMITATION ON LIABILITY SET FORTH IN THE SYSTEM SALE CONTRACT. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF WHETHER THE LIABILITIES OR DAMAGES ARISE OR ARE ALLEGED TO ARISE UNDER CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.



Water Solutions
[dupont.com/water](https://www.dupont.com/water)

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SUBJECT FOR DISCUSSION

Adopting an Ordinance to Amend the Fort Lupton Municipal Code, Chapter 10, Section 10-1.2(c) and Re-Enact Section 10-243, Prohibiting Minors to Possess Cigarettes or Tobacco Products.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Colorado Revised Statute 25-14-301(4) allows municipalities to adopt an ordinance prohibiting the possession of cigarettes or tobacco products by minors. Fort Lupton staff have expressed the desire to add such an ordinance in an effort to protect the health and safety of our minor citizens.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Not adopt the Ordinance and continue to allow the Fort Lupton Police Department to write such violations into Weld County Court under C.R.S. 25-14-301.

STAFF RECOMMENDATIONS

Staff recommends adoption of the proposed Ordinance

Attachments: a. Proposed Ordinance

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO. 2023-XXX

INTRODUCED BY: XXX

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO REVISING CHAPTER 10, OF THE FORT LUPTON MUNICIPAL CODE, WITH THE ADDITION OF A NEW SECTION DEALING WITH “POSSESSION OF CIGARETTES OR TOBACCO PRODUCTS BY A MINOR”

WHEREAS, the City Council of Fort Lupton deems it necessary to revise specific provision of the Fort Lupton Municipal Code; and

WHEREAS, the City Council of Fort Lupton finds it is in the best interest of the health, safety and welfare of the minor citizens; and

WHEREAS, the City Council of Fort Lupton desires to prohibit the use of cigarettes or tobacco products by minors in the City of Fort Lupton; and

WHEREAS, Colorado Revised Statute 25-14-301(4) allows municipalities to adopt an ordinance prohibiting the possession of cigarettes or tobacco products by minors.

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

Section 1: Chapter 10, Article I, Section 10-1.2 of the Fort Lupton Municipal Code tables are hereby amended to include:

Sec. 10-1.2. - Violations. Correspondence

- (c) The following Sections of this Code are designated noncriminal violations. Any person charged with violating any provision of this Code so designated shall not be subject to incarceration upon conviction. Further, such person shall not be entitled to a trial by jury.

<i>Code Section</i>	<i>Short Title</i>
10-243	Tobacco or Tobacco Related Products

Section 2: Chapter 10, Article XI, Section 10-243 of the Fort Lupton Municipal Code is hereby re-enacted as follows:

Sec. 10-243, Tobacco or Tobacco Related Products:

- (a) It shall be unlawful for a person under eighteen (18) years of age to be in possession of a cigarette or tobacco product.

- (b) It shall not be an offense under paragraph (a) of this subsection if the person who is under eighteen (18) years of age was acting at the direction of an employee of a governmental agency authorized to enforce or ensure compliance with laws relating to the prohibition of the sale of cigarettes and tobacco products to minors.
- (c) For the purposes of this Section, unless the context otherwise requires:
 - (1) "Cigarette" means any product that contains nicotine, is intended to be burned or heated under ordinary conditions of use, and consists of or contains:
 - a. Any roll or tobacco wrapped in paper or in any substance not containing tobacco; or
 - b. Tobacco, in any form, that is functional in the product, which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette; or
 - c. Any roll of tobacco wrapped in any substance containing tobacco that, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in subparagraph (a.) of this paragraph (1).
 - 1. The term "cigarette" includes roll-your-own, i.e., any tobacco that, because of its appearance, type, packaging, or labeling, is suitable for use and likely to be offered to, or purchased by, consumers as tobacco for making cigarettes.
 - 2. For purposes of this definition of "cigarettes", 0.09 ounces of roll-your-own tobacco shall constitute one individual "cigarette".
 - (2) "Possession" means that a person:
 - a. Has or holds any amount of cigarettes or tobacco products anywhere on his or her person;
 - b. Owns or has custody of cigarettes or tobacco products; or
 - c. Has cigarettes or tobacco products within his or her immediate presence and control.
 - (3) "Tobacco product" shall mean:
 - a. Any product that contains nicotine or tobacco or is derived from tobacco and is intended to be ingested or inhaled by or applied to the skin of an individual; or

- b. Any electronic device composed of a heating element, battery, and/or electronic circuit which provides a vapor of nicotine, vapor of a solution including nicotine, or aerosol of a solution including nicotine, for inhalation. This term shall include every variation and type of such devices whether they are manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pen, an electronic pipe, vape pen, vape mod or any other product name or descriptor for such devices.
1. Notwithstanding any provision of paragraph (3) of this subsection to the contrary, "tobacco product" does not mean any product that the food and drug administration of the United States Department of Health and Human Services has approved as a tobacco use cessation product or for any medical purpose, when such a device is being marketed and sold solely for such approved purpose.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 16th day of May 2023.

PUBLISHED in the Fort Lupton Press the this 25th day of May 2023.

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

PUBLISHED BY TITLE ONLY the this ____ day of _____ 2023.

EFFECTIVE (after publication) the this ____ day of _____ 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

Authorizing the Disposal of Unusable Vehicles and Equipment through Auction.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City has vehicles and equipment that are deemed unusable by the departments and selling them at auction will generate revenue for the City.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Sell vehicles at auction.
2. Sell the vehicles.
3. Store surplus equipment

STAFF RECOMMENDATIONS

Staff recommends declaring surplus and authorizing the sale of the equipment through auction.

Attachments:

- a. Excel Spreadsheet of Tools
- b. Excel Spreadsheet of IT Equipment
- c. Excel Spreadsheet of Vehicles
- d. Excel Spreadsheet of Misc. Items

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

#1	RIGID CIRCULAR SAW
#2	RIGID DRILL R7001
#4	RYOBI CORDLESS MULTI TOOL
#5	RIGID BARD NAILER IN BAG
#6	RIGID BAG WITH SANDER
#7	ARROW ONE HANDED SWIVEL RIVETER SET (RED BOX SET)
#8	BLACK AND DECKER SANDER RIGID PALM SANDER
#9	RIGID ANGLED FINISH NAILER
#10	ASTATIC SWR & POWER METER
#11	CEN-TECH 3/16" FIBERGLASS WIRE RUNNING KIT
#12	RIGID DRILL R7001
#13	RIGID PALM SANDER R2501
#15	RYOBI CIRCULAR SAW
#16	RYOBI BRAD NAILER
#17	RYOBI GRINDER
#18	RYOBI DRILL P234G
#20	RYOBI DRILL P277
#21	RYOBI CORDLESS ORBITAL JIGSAW P5231
#22	RYOBI ANGLE GRINDER P4221
#23	RYOBI PALM SANDER P411
#24	RYOBI VARIABLE PLUNGE BASE ROUTER RE180PL1G
#25	RYOBI IMPACT DRIVER P238
#26	RYOBI ANGLE GRINDER PBLAG01
#27	RYOBI SANDER (Portable belt sander) BE319
#28	RYOBI CORDLESS NAILER P318
#29	RYOBI MULTI TOOL P570
#30	RYOBI CIRCULAR SAW P501G
#31	RYOBI PIN NAILER P318VN
#32	DEWALT CIRCULAR SAW *CHUCKY* DCS391 PARTIAL S/N # 4214*9
#33	DEWALT PLUNGE ROUTER BASE
#34	DEWALT RECIPROCATING SAW DCS381
#35	MAKITA CORDLESS ANGLE GRINDER XAG04
#36	DEWALT GLUE GUN DWHTGR50

#37	DEWALT CORDLESS IMPACT DRIVER ORANGE SPRAYPAINT DCF886
#38	DEWALT CORDLESS IMPACT DRIVER DCF886
#39	DEWALT CORDLESS DRILL DCD780
#40	DEWALT CORDLESS DRILL DC987
#41	DEWALT CORDLESS DRILL DC987
#42	DEWALT CORDED ANGLE GRINDER DW400
#43	DEWALT CORDLESS DRILL (DCD985 hammer drill)
#44	DEWALT FIXED BASE ROUTER DW6184
#45	DEWALT RANDOM ORBIT PALM SANDER (DCW210)
#46	DEWALT DRILL (NO S/N)
#47	DEWALT CORDLESS IMPACT DRIVER DCF887
#48	DEWALT CORDLESS DRILL SPRAYPAINT DCD996
#49	DEWALT CORDLESS DRILL/DRIVER/HAMMERDRILL (dcd985)
#51	STANLEY HAND RIVETER
#55	MAKITA PLANER 1002BA
#56	BOSCH BLACK CASE (EMPTY)
#57	MAKITA CIRCULAR SAW 5007MG
#58	EMPTY HUSKY TOOLBOX
#59	BANKS BLACK CASE with PIN NAILER
#60	CHANNEL LOCK PROFESSIONAL MECHANICS TOOLS SET
#61	RAMSET COBRA TOOL IN ORANGE CASE
#62	ALLIED RATCHET SCREWDRIVER SET - MISSING SCREWDRIVER
#63	MADDOX STRUT PRING COMPRESSOR SET
#64	MAKITA DRILL XDT13
#65	MAKIA MULTI TOOL TM3010C
#66	MAKITA IMPACT DRILL XPH12
#67	MAKITA POWER TOOL KP0800
#68	MAKITA MULTI TOOL TM3010C
#69	MAKITA CIRCULAR SAW 5007NB
#70	MAKITA CIRCULAR SAW 5277NB
#71	GREENWORKS ELECTRIC PRESSURE WASH 1700PSI
#72	MAKITA OVERSIZED CIRCULAR SAW 5402NA
#73	BLACK BIN ON WHEELS - EMPTY
#74	DEWALT BLACK TOOL CASE (EMPTY)

#75	MAKITA ANGLE GRINDER IN CASE (9557NB)
#76	AUTEL EMPTY HARD CASE EMPTY
#77	TOUGHEST PLUNGE ROUTER QD6802R
#78	MILWAULKEE LED STICKLIGHT
#79	MILWAULKEE SUPER HAWG TOOL
#80	MILWAULKEE DIE GRINDER
#81	MILWAULKEE IMPACT WRENCH
#82	MILWAULKEE ROTARY HAMMER
#83	MILWAULKEE ROTARY HAMMER
#84	MILWAULKEE HOLE DAWG
#85	MILWAULKEE SAWZALL
#86	MILWAULKEE HAMMER DRILL DRIVER
#87	HOMELITE BLOWER
#89	ORANGE RIGID AIR MOVER
#90	RIGID AIR MOVER
#91	IDEAL 9PC HOLE SAW SET
#92	BLACK AND DECKER HUMPER STARTER
#93	LARGE AUTEL HARDSIDE CASE EMPTY
#94	BOLTBUSTER TORCHLESS HEAT INDUCTION TOOL IN CASE
#96	KOBALT HOLE SAW BLADE KIT
#97	BLUE POINT 87PC TORX AND HEX BIT SOCKET SET IN CASE
#98	SIL PLASTIC TOOL BOX WITH HAMMER KIT
#100	AUTEL THERMAL CAMERA IN HARDCASE
#101	READYLIGHT CASE -EMPTY
#102	SMALL BLACK AUTEL CASE- EMPTY
#103	RIGID NAILGUN IN BLACK HARD CASE
#104	HUSKY MECHANICS SET CASE- EMPTY
#107	RED MATCO GM/CHRYSLER HARMONIC DAMPER PULLEY PULLER
#108	PELICAN 1200 HARDCASE CALIBRATION TOOL
#109	HUSKY BLACK CASE (EMPTY)
#110	ORANGE ELECTRICITY ROLL
#111	AUTO EMERGENCY KIT
#112	SMALL BLACK AUTEL CASE- EMPTY
#113	XTRA SEAL BLACK CASE (EMPTY)

#116	AUTO LOGIC ASSIST PLUS
#117	INGERSOLL RAND ANGLE GRINDER
#118	AUTEL AMAXISYS ADAS REFLECTOR IN CASE
#119	LARGE AUTEL HARDSIDE CASE- EMPTY
#120	LARGE AUTEL HARDSIDE CASE EMPTY
#122	SCHUMACHER BATTERY JUMPER
#123	RED HILTI IMPACT DRILL
#125	RYOBI FIXED BASE ROUTER
#126	BOSCH FIXED BASE ROUTER
#127	SNAPON SOLDERING GUN IN CASE
#128	PORTER AND CABLE NAILER
#129	PELICAN 1450 CASE- EMPTY
#130	SNAPON AUTO DIAGNOSTIC TOOL AND ACC
#131	AUTEL ADAS ACCESSORY KIT IN RED/BLACK BAG MODEL CSC1500/05
#132	BLACK SOLAR READY LIGHT ON STAND
#133	TAN SOLAR READY LIGHT WITH STAND
#134	DEWALT PLATE JOINER IN CASE
#135	BLACK AND RED HUSKY BAG- EMPTY
#138	RED MILWAUKEE HARDCASE WITH CIRCULAR SAW
#139	MATCO TOOLS HEAVY DUTY END CAP FLTER WRENCH SET
#140	HARKEN INDUTRIAL TOOL BOX (EMPTY)
#142	DEWALT CORDLESS SCREWDRIVER
#144	CARDBOARD BOX OF MISC TOOLS AND AUTO PARTS (latch retrction kit)
#145	MILWAUKEE RED/BLACK HARD CASE (EMPTY)
#146	OMER WOOD FLOORING TOOL
#147	PROLAMP BLACK HARD CASE (EMPTY)
#149	GRAY Senco AIR COMPRESSOR
#150	RYOBI CIRCULAR SAW PBLCS300
#152	PRIMATECH TOOL IN BLACK BOX
#153	MILWAUKEE RED CASE (EMPTY)
#154	LENOX CASE WITH HOLE SAW BLADES
#155	MILLER ADAPTIVE SPEED CONTROL ALIGNMENT TOOL
#156	RED MILWAUKEE BOX WITH CIRCULAR TOOLS
#157	RED SEARSCARFT ELECTRONIC TORQUE WRENCH (CRAFTSMAN, IN RED CASE)

#158	MAKITA JIGSAW JV0600
#159	SENCO AIR COMPRESSOR IN BOX
#161	HUSKY BLACK/RED TOOL BOX (EMPTY)
#162	READYLIGHT WITH CASE -IN BOX
#164	ASTRO DRILL ADAPTER SET WITH CASE
#165	RIGID PIPE WRENCH
#167	BOSCH TRIPOD
#168	JACKERY POWER BOX
#169	MITYVAC MVAATF ADAPTER KIT NO S/N
#170	6 OUTLET POWERSTRIP YELLOW
#171	EVERTOUGH SEPENTINE BELT TENSIONER TOOL
#172	SNAP-ON BLACK SOLUS ULTRA BOX- EMPTY
#174	TIRE PRESSURE GAUGE IN BLACK BOX- MOROSO
#175	PVC HEATING BLANKET IN GREEN WRAP
#176	MILWAUKEE CIRCULAR SAW
#177	SOLAR BATTERY TESTER
#179	FISKARS BLACK AND ORANGE HAND TREE TRIMMER
#180	MIDTRONICS BATTERY ANALYZER
#181	CARLYLE NAPA TORQUE WRENCH IN BLU BLOX
#182	COMPUSTATIC STAND ALONE SYSTEM
#183	BLACK AND DECKER 500 WATT POWER INVERTER
#184	DEWALT MITER SAW STAND TYPE 3 PARTIAL? MDL# DW7232
#187	TELESCOPIC LADDER BUBBLEWRAPPED
#19	RYOBI ANGLE GRINDER PBLMT50
#197	BOX OF MISC WRENCHES
#198	BOX OF MISC AND DIFFERENT SIZE DRILL BITS
#199	BOX OF MISC SCREWS, SCAPERS, BLADES, LEVEL MEASURING TOOLS, EMPIRE RULER
#200	BOX OF MISC HAND TOOLS, SCREW DRIVERS AND ACCESSORIES
#201	BOX OF MISC SHOVELS, HAMMERS AND SCRAPERS
#202	BOX OF MISC FLASHLIGHTS AND MEAURING TAPES
#203	BOX OF MISC SIZE HEX KEYS (ALAN KEYS)
#204	FLUKE PROCESS METER
#205	YELLOW AND BLACK CORDED DRILL (NO BRAND, NO SERIAL NUMBER)
#206	TEMPO COMMUNICATIONS, TONE PROBE 200B-G

#207	INTERTEK FLEXIBLE LIGHT CORD
#209	CARHARTT 5 GALLON BUCKET ORGANIZER WITH BUCKET
#210	KLIEN TOOLS BACKPACK
#211	UNOPENED INGERSOLL RAND AIR ANGLE DIE GRINDER
#212	UN-OPENED AIR ANGLE DIE GRINDER
#213	MILWAUKEE HAMMER DRILL WITH BATTERY
#214	DEWALT HAMMER DRILL WITH BATTERY
#215	IMPACT DRIVER WITH BATTERY
#216	BOSE SUBMOOFER SPEAKER AND AMP
#217	MILWAUKEE LASER TRIPOD
#218	GRASS EDGE TRIMMER- NO BRAND, NO SERIAL NUMBER

Make	Model	Serial Number	Product ID	Device Type
				IE: desktop,laptop, firewall, switch
DELL	OptiPlex 3020	11024414930	52BNH02	Desktop
DELL	OptiPlex 390	5131397665	2CV3NS1	Desktop
HP	Z240	L9K23UT	2UA61616FZ	Desktop
HP	Z240	L9K23UT	2UA63724NL	Desktop
HP	Z240	2VN68UT	2UA7382GR3	Desktop
HP	Z240	L9K23UT	2UA55225FC	Desktop
HP	Z240	5DU81UT	2UA8391TZJ	Desktop
HP	Z240	5DU81UT	MXL9481QH3	Desktop
HP	Z240	5DU81UT	2UA8391V0K	Desktop
Netgear	NightHawk	N/A (Need to look)	3LK1397H00009	Router
Dish	N/A	N/A (Need to look)	WLSQYXG10S8K	Router

<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>VIN</u>	<u>Department</u>
CHEVROLET	2500	1999	1GCGK24U0XE193166	Golf
FORD	RANGER	1997	1FTCR14A1VPB01297	Golf
CHEVROLET	3/4 ton	2008	1GCEK140X8Z104924	Public Works
DODGE	Light Pickup	1999	3B6KF26Z6XM579516	Public Works
FORD	F250	1999	1FTNF21L7XEC75855	Public Works
FORD	F350	2003	1FTSF31L63EA38714	Public Works
FORD	F250	2006	1FTSX21566EB58607	Public Works
FORD	RANGER	2001	1FTYR10C51TA09351	OMI

Walk behind paint sprayer
Mosquito sprayer
4- folding tables
Toro Mower
Wanco Message Board
Hot dog roller
Lastec Articulator Mower
F1145 Mower (John Deere)
Electric concrete mixer
Toro Cart



Upcoming Events

May 29, 2023	Memorial Day Services, Hillside Cemetery 9:00 a.m.
May 30, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
June 6, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
June 13, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
June 20, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
June 27, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.