CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, July 18, 2023
6:00 PM
130 South McKinley Avenue

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

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

a. Brian Blehm, Key Account Advisor with United Power

Approval of Agenda

Review of Accounts Payables

a. July 18, 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. July 5, 2023 City Council Meeting Minutes

b. AM 2023-113 Approving Submittal of a Grant with the US Department of Justice for School Resource Officers and Authorizing the Mayor's Signature on the Application

c. AM 2023-114 Accept the USDA Rural Development Loan of $21,163,000 for the construction of the Metro Force Main and Lift Station

d. AM 2023-115 Authorize the Mayor to Execute an Agreement to Lease 150-Acre Feet Equivalent Colorado Big Thompson ("CBT") Water Units to Platte River Power Authority ("PRPA")

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 2023-110 Seeking Consideration by the Fort Lupton City Council Acting as the Local Licensing Authority for an Application Submitted by Everyday Stores LLC dba Everyday 5722 for a Fermented Malt Beverage and Wine License at 104 Denver Ave.

Action Memorandum

a. AM 2023-111 Accept the Audited 2022 Annual Comprehensive Financial Report (ACFR)

b. AM 2023-112 Accepting a Bid Proposal from Adolfson & Person Construction to Serve as General Manager/General Contractor for the Community Center Park Renovation Project for an Amount not to Exceed $1,634,251.00 Allocated from the Park Recreation Fund and Other Various Grants and Funds

c. AM 2023-116 Approval of Payment to Cross Line Construction in the Amount not to Exceed $596,000.00 with a Contingency Fund, for Renovation of the Police Department Basement Project Phases 1 and 2

Information Memorandum

a. Alcohol Beverage Festival Permit Application Received from Canas Enterprises, Inc. dba Patricia's Mexican Restaurant for 217 1st St. for September 9, 2023

Staff Reports

a. City Clerk - Call for Nominations

Mayor/Council Reports

Future City Events

a. July 23, 2023 Benefit Car Show for Eric Thorpe,
Patricia's Sports Bar, 217 1st St.,
9 a.m. - 3 p.m.

July 28, 2023 Movie in the Park, Hosted by Mt. Calvary Lutheran Church,
Koshio Park, 1st & S. McKinley Ave., 8:30 p.m.

August 1, 2023 National Night Out,
Koshio Park, 1st St. and S. McKinley Ave. 5:00 – 8:00 p.m.

August 4, 2023 Summer Concert Series - Trouble Bound
Fort Lupton Library, 425 Denver Ave. 6 p.m.

August 25, 2023 Summer Concert Series – Kelsie Jo & the Wildcards
Fort Lupton Library, 425 Denver Ave. 6 p.m.

Upcoming Meetings

a. July 25, 2023 Town Hall Meeting
City Hall, 130 S. McKinley Ave. 6 p.m.

August 1, 2023 City Council Meeting
City Hall, 130 S. McKinley Ave. 6 p.m.

August 8, 2023 Town Hall Meeting
City Hall, 130 S. McKinley Ave. 6 p.m

August 15, 2023 City Council Meeting
City Hall, 130 S. McKinley Ave. 6 p.m.

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) - Intergovernmental Agreements

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) -Potential Negotiations Pertaining to Economic Development

Adjourn

Check Report

City of Fort Lupton

By Check Number

Date Range: 07/06/2023 - 07/18/2023

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							
002853	BUCKEYE CLEANING CENTER		07/11/2023	Regular	0.00	285.68	85991
90510116	Invoice	07/06/2023	GOLF-CLEANING SUPPLIES		0.00	285.68	
000241	CITY OF FT LUPTON-UTIL INVOICE		07/11/2023	Regular	0.00	599.18	85992
110249001 JUN23	Invoice	06/30/2023	Water/Sewer Bill-Golf		0.00	402.63	
110252101 JUN23	Invoice	06/30/2023	Water/Sewer Bill-Golf		0.00	144.45	
770214501 JUN23	Invoice	06/30/2023	Water/Sewer Bill-Golf		0.00	52.10	
002723	EAGLE ROCK COMPANY OF COLO		07/11/2023	Regular	0.00	624.70	85993
11440955	Invoice	07/06/2023	GOLF-LIQUOR		0.00	462.70	
11444840	Invoice	07/06/2023	GOLF-LIQUOR		0.00	162.00	
000567	HIGH COUNTRY BEVERAGE CORP		07/11/2023	Regular	0.00	1,316.90	85994
W-6536977	Invoice	07/06/2023	GOLF-LIQUOR		0.00	1,316.90	
000575	HOTSY EQUIPMENT OF NORTHERN COLORADO		07/11/2023	Regular	0.00	104.00	85995
84746	Invoice	07/06/2023	GOLF-TOGGLE SWITCH		0.00	104.00	
000999	SHAMROCK FOODS COMPANY		07/11/2023	Regular	0.00	3,829.11	85996
28229572	Invoice	07/03/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	836.05	
28449836	Invoice	07/06/2023	GOLF-MERCHANDISE		0.00	1,620.21	
28461949	Invoice	07/06/2023	GOLF-MERCHANDISE		0.00	1,372.85	
001022	SOUTHERN GLAZER'S OF CO		07/11/2023	Regular	0.00	934.14	85997
3151051	Invoice	07/06/2023	GOLF-LIQUOR		0.00	934.14	
001052	SWIRE COCA-COLA, USA		07/11/2023	Regular	0.00	518.95	85998
36368100017	Invoice	07/06/2023	GOLF-MERCHANDISE		0.00	518.95	
001301	AAA AUTO PARTS INC		07/18/2023	Regular	0.00	31.72	85999
175552	Invoice	07/13/2023	GOLF-HOSE FITTINGS		0.00	31.72	
000024	ACE HARDWARE OF FORT LUPTON		07/18/2023	Regular	0.00	214.24	86000
99351 /1	Invoice	07/13/2023	GOLF-WIRE BRUSH		0.00	13.18	
99532 /1	Invoice	07/13/2023	GOLF-IRRIGATION SUPPLIES		0.00	96.74	
99553 /1	Invoice	07/13/2023	GOLF-BIT AXE		0.00	101.56	
99641 /1	Invoice	07/13/2023	GOLF-FASTENERS		0.00	2.76	
000028	ACUSHNET COMPANY		07/18/2023	Regular	0.00	209.13	86001
915859903	Invoice	07/13/2023	GOLF-MERCHANDISE		0.00	148.93	
916086978	Invoice	07/13/2023	GOLF-MERCHANDISE		0.00	60.20	
002254	ADIDAS AMERICA INC		07/18/2023	Regular	0.00	2,374.21	86002
6159742761	Invoice	07/13/2023	GOLF-POLOS		0.00	805.40	
6159759028	Invoice	07/13/2023	GOLF-POLOS		0.00	54.68	
6159808638	Invoice	07/13/2023	GOLF-MERCHANDISE		0.00	873.01	
6159811742	Invoice	07/13/2023	GOLF-MERCHANDISE		0.00	91.49	
6159813881	Invoice	07/13/2023	GOLF-SKORTS,POLOS-PRO SHOP		0.00	549.63	
003190	BERMUDA SANDS APPAREL		07/18/2023	Regular	0.00	690.87	86003
114264	Invoice	07/13/2023	GOLF-MERCHANDISE		0.00	690.87	
000160	BREAKTHRU BEVERAGE COLORADO		07/18/2023	Regular	0.00	2,405.14	86004
111061075	Invoice	07/13/2023	GOLF-LIQUOR		0.00	1,484.02	
111103397	Invoice	07/13/2023	GOLF-LIQUOR		0.00	921.12	
000183	CALLAWAY GOLF SALES COMPANY		07/18/2023	Regular	0.00	1,124.09	86005

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
936671066	Invoice	07/13/2023	GOLF-SUPPLIES		0.00	233.64	
936721134	Invoice	07/13/2023	GOLF-SUPPLIES		0.00	358.14	
936732259	Invoice	07/13/2023	GOLF-SUPPLIES		0.00	127.01	
936736441	Invoice	07/13/2023	GOLF-SUPPLIES		0.00	294.81	
936736443	Invoice	07/13/2023	GOLF-SUPPLIES		0.00	110.49	
002723	EAGLE ROCK COMPANY OF COLO		07/18/2023	Regular	0.00	1,313.89	86006
11449739	Invoice	07/13/2023	GOLF-LIQUOR		0.00	46.10	
11449740	Invoice	07/13/2023	GOLF-LIQUOR		0.00	214.00	
11468384	Invoice	07/13/2023	GOLF-LIQUOR		0.00	178.29	
11468385	Invoice	07/13/2023	GOLF-LIQUOR		0.00	376.40	
11472966	Invoice	07/13/2023	GOLF-LIQUOR		0.00	162.00	
11493112	Invoice	07/13/2023	GOLF-LIQUOR		0.00	337.10	
002741	GREEN VALLEY TURF CO		07/18/2023	Regular	0.00	2,348.50	86007
3-14523-01	Invoice	07/13/2023	GOLF-BLUEGRASS		0.00	2,348.50	
000567	HIGH COUNTRY BEVERAGE CORP		07/18/2023	Regular	0.00	2,332.70	86008
W-6542927	Invoice	07/13/2023	GOLF-LIQUOR		0.00	1,509.70	
W-6548462	Invoice	07/13/2023	GOLF-LIQUOR		0.00	823.00	
003120	HUDSON LOCKERS, INC		07/18/2023	Regular	0.00	400.00	86009
293	Invoice	07/13/2023	GOLF-MERCHANDISE		0.00	160.00	
302	Invoice	07/13/2023	GOLF-MERCHANDISE		0.00	240.00	
000795	MILE HIGH TURFGRASS, LLC		07/18/2023	Regular	0.00	3,951.18	86010
10433	Invoice	07/13/2023	GOLF-MODI-PHY 200 GAL TOTE		0.00	2,400.00	
10549	Invoice	07/13/2023	GOLF-CERES TURF		0.00	1,551.18	
000862	O'REILLY AUTO PARTS		07/18/2023	Regular	0.00	223.84	86011
4489-467789	Invoice	07/13/2023	GOLF-FUEL FILTER, WIPER FLUID		0.00	26.71	
4489-467792	Invoice	07/13/2023	GOLF-COPPER PLUG		0.00	6.86	
4489-469575	Invoice	07/13/2023	GOLF-FILTERS		0.00	112.34	
4489-469826	Invoice	07/13/2023	GOLF-OIL FILTER		0.00	10.58	
4489-470696	Invoice	07/13/2023	GOLF-FUEL FILTER		0.00	67.35	
000991	SCNS SPORTS FOODS INC		07/18/2023	Regular	0.00	72.80	86012
194170	Invoice	07/13/2023	GOLF-MERCHANDISE		0.00	72.80	
000999	SHAMROCK FOODS COMPANY		07/18/2023	Regular	0.00	2,379.28	86013
28471999	Invoice	07/13/2023	GOLF-MERCHANDISE		0.00	1,573.48	
28482038	Invoice	07/13/2023	GOLF-MERCHANDISE		0.00	975.75	
28492360	Invoice	07/13/2023	GOLF-MERCHANDISE		0.00	25.27	
9088375	Credit Memo	07/14/2023	GOLF-CREDIT TO INVOICE# 28471999		0.00	-195.22	
001026	SPECIALTY CIGARS, LLC		07/18/2023	Regular	0.00	164.47	86014
US16-30436559	Invoice	07/13/2023	GOLF-CIGARS		0.00	164.47	
001052	SWIRE COCA-COLA, USA		07/18/2023	Regular	0.00	993.68	86015
36470711004	Invoice	07/13/2023	GOLF-MERCHANDISE		0.00	728.23	
36470711005	Invoice	07/13/2023	GOLF-MERCHANDISE		0.00	265.45	
001132	UNDERWATER RECOVERY SPECIALISTS		07/18/2023	Regular	0.00	717.50	86016
2388	Invoice	07/13/2023	GOLF-WEED APPLICATION		0.00	717.50	
001137	UNITED POWER		07/18/2023	Regular	0.00	3,583.93	86017
1194602 JUN23	Invoice	07/01/2023	United Power		0.00	849.98	
1195001 JUN23	Invoice	07/01/2023	United Power		0.00	2,497.54	
1195701 JUN23	Invoice	07/01/2023	United Power		0.00	182.08	
19595600 JUN23	Invoice	07/01/2023	United Power		0.00	25.07	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
6601202 JUN23	Invoice	07/01/2023	United Power		0.00	29.26	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	65	27	0.00	33,743.83
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	**27**	**0.00**	**33,743.83**

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: Pooled Cash-Pooled Cash							
002064	WELD MOTOR VEHICLES		07/13/2023	Regular	0.00	-441.88	100456
000006	4 RIVERS EQUIPMENT		07/11/2023	Regular	0.00	386.02	100625
1494544	Invoice	07/07/2023	GF-BOLTS, BLADES-STREETS		0.00	369.26	
1494715	Invoice	07/07/2023	GF-ROTARY MOWER-STREETS		0.00	16.76	
001301	AAA AUTO PARTS INC		07/11/2023	Regular	0.00	37.02	100626
172111	Invoice	07/07/2023	GF-AUTO PARTS-PW SHOP		0.00	6.68	
174157	Invoice	07/07/2023	GF-CROSS BEARING-STREETS		0.00	30.34	
003196	AMAZE HEALTH		07/11/2023	Regular	0.00	1,665.00	100627
INV - 1436	Invoice	07/03/2023	GF-MAY23 USER FEE-MISC		0.00	1,665.00	
001820	BADGER METER		07/11/2023	Regular	0.00	1,756.94	100628
80131829	Invoice	07/03/2023	UF-METERS-ADMIN		0.00	1,756.94	
000136	BG'S JAPANESE DESIGNS		07/11/2023	Regular	0.00	84.00	100629
6451	Invoice	07/07/2023	CEM-JUSTIN SHIRTS		0.00	84.00	
000167	BRIGHTON FORD INC		07/11/2023	Regular	0.00	21.99	100630
11053	Invoice	07/07/2023	GF-AUTO PARTS-STREETS		0.00	21.99	
002294	CARLOS BARRON		07/11/2023	Regular	0.00	133.25	100631
062823	Invoice	07/03/2023	GF-C.BARRON VIDAL MILEAGE-LEGIS		0.00	133.25	
000182	CEM SALES & SERVICE INC		07/11/2023	Regular	0.00	962.21	100632
160517	Invoice	07/07/2023	REC-POOL/SPA BASKET,SCREENS		0.00	527.21	
160585	Invoice	07/07/2023	REC-SPA JET PUMP SEAL KIT		0.00	435.00	
000241	CITY OF FT LUPTON-UTIL INVOICE		07/11/2023	Regular	0.00	9,634.85	100633
110035001 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	64.65	
110221001 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	34.65	
110222001 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	34.90	
110251001 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	34.65	
330025001 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	272.65	
330031001 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	34.65	
330045001 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	150.30	
330166001 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	97.29	
330920000 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	34.65	
550055501 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	159.15	
550057001 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	540.75	
550057601 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	2,044.62	
550057701 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	4,157.65	
660092001 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	961.84	
770109501 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	34.65	
770116501 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	34.65	
770229001 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	35.15	
770229501 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	34.65	
770229601 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	34.65	
770231101 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	157.22	
990004001 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	34.65	
990004101 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	99.30	
990005001 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	258.55	
990006001 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	34.65	
990007001 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	34.68	
990008001 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	34.65	
990132001 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	81.78	
999910000 JUN23	Invoice	06/30/2023	Water/Sewer Bill-City		0.00	103.22	
	Void		07/11/2023	Regular	0.00	0.00	100634
002651	COLORADO COMMUNITY MEDIA		07/11/2023	Regular	0.00	559.00	100635
90742	Invoice	07/07/2023	GF-DISPLAY/YARD SALES-LEGIS		0.00	559.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
000307	COMCAST CABLE COMM, LLC		07/11/2023	Regular	0.00	655.75	100636
0116038 JUL23	Invoice	07/05/2023	REC-JUL23 PHONE SERVICE		0.00	175.33	
0117309 JUL23	Invoice	07/07/2023	REC-CABLE/MUSIC		0.00	269.25	
0147405 JUL23	Invoice	07/07/2023	CPR-INTERNET/PHONE JUL23-MUSEUM		0.00	211.17	
003123	COMMUNITY CORRECTIONS CSP INC		07/11/2023	Regular	0.00	90.00	100637
070323	Invoice	07/03/2023	GF-COMMUNITY SERVICE PMT A.CARDOSO		0.00	90.00	
003333	DUNRITE EXCAVATION		07/11/2023	Regular	0.00	1,498.80	100638
062923	Invoice	07/03/2023	UF-HYD METER DEP REFUND (FIN2023531)..		0.00	1,498.80	
000455	FASTENAL COMPANY 01COFTL		07/11/2023	Regular	0.00	19.31	100639
COFTL194211	Invoice	07/07/2023	UF-3-PIECE RAINSUIT-W LINES		0.00	19.31	
000487	FORT LUPTON PACK & SHIP		07/11/2023	Regular	0.00	42.10	100640
070123	Invoice	07/01/2023	GF-SHIP FINAL CK A.HOLLEN-STEVENS-FIN		0.00	42.10	
002011	FRONT RANGE LUMBER COMPANY		07/11/2023	Regular	0.00	261.88	100641
27048	Invoice	07/07/2023	CEM-LUMBER		0.00	261.88	
002674	HAYES POZNANOVIC KORVER, LLC		07/11/2023	Regular	0.00	6,652.50	100642
48331	Invoice	07/05/2023	WST-JUN23 LEGAL FEES-WATER		0.00	6,652.50	
000655	JOHN DEERE FINANCIAL		07/11/2023	Regular	0.00	427.00	100643
061623	Invoice	07/07/2023	GF-BOLTS,BLADES-STREETS		0.00	427.00	
000697	KRISTEN H KINDLE		07/11/2023	Regular	0.00	17.00	100644
070523	Invoice	07/05/2023	GF-K.KINDLE WATER SMART CONF MEAL ...		0.00	17.00	
003101	LANGUAGELINE SOLUTIONS		07/11/2023	Regular	0.00	188.60	100645
11040813	Invoice	07/06/2023	GF-INTERPRETATION SERVICES-PD		0.00	188.60	
000714	LEGACY SCHOOL OF DANCE LLC		07/11/2023	Regular	0.00	378.00	100646
063023	Invoice	07/07/2023	REC-SUMMER MINI CAMP		0.00	378.00	
000745	LOUIS A GRESH		07/11/2023	Regular	0.00	1,600.00	100647
062623	Invoice	07/03/2023	GF-ARRAIGNMENT DOCKETS-COURT		0.00	1,600.00	
003316	MIGUEL IRAOLA		07/11/2023	Regular	0.00	1,400.00	100648
04182023	Invoice	07/03/2023	GF-TRANSLATION SRVS-COURT		0.00	600.00	
06272023	Invoice	07/03/2023	GF-TRANSLATOR SRVS-COURT		0.00	800.00	
000862	O'REILLY AUTO PARTS		07/11/2023	Regular	0.00	274.88	100649
4489-459636	Invoice	07/06/2023	GF-PIN&CLIP-STREETS		0.00	29.97	
4489-459985	Invoice	07/06/2023	GF-TEC LOVELAND2-PW SHOP		0.00	94.95	
4489-467732	Invoice	07/06/2023	GF-SUPPLIES-PW SHOP		0.00	100.43	
4489-467849	Invoice	07/06/2023	GF-FILTER-STREETS		0.00	49.53	
002265	QUADIENT FINANCE USA INC		07/11/2023	Regular	0.00	384.00	100650
062623	Invoice	07/07/2023	GF-POSTAGE RECHARGES MAY23		0.00	384.00	
000931	R & L TIRES		07/11/2023	Regular	0.00	59.65	100651
48944	Invoice	07/07/2023	CEM-TIRE REPAIR		0.00	25.00	
48991	Invoice	07/07/2023	GF-PARTS-STREETS		0.00	19.65	
48996	Invoice	07/07/2023	UF-TIRE REPAIR-W LINES		0.00	15.00	
000932	R & M SERVICES		07/11/2023	Regular	0.00	1,723.80	100652
10731	Invoice	07/03/2023	GF-AUTO PARTS-COMM SVCS		0.00	74.11	
10732	Invoice	07/03/2023	GF-AUTO PARTS-COMM SVCS		0.00	107.61	
10733	Invoice	07/03/2023	GF-AUTO PARTS-COMM SVCS		0.00	132.42	
10734	Invoice	07/03/2023	GF-AUTO PARTS-COMM SVCS		0.00	84.63	
10735	Invoice	07/03/2023	GF-AUTO PARTS-COMM SVCS		0.00	102.61	
10736	Invoice	07/03/2023	GF-AUTO PARTS-COMM SVCS		0.00	115.10	
10739	Invoice	07/03/2023	GF-AUTO PARTS-COMM SVCS		0.00	468.94	
10740	Invoice	07/03/2023	GF-AUTO PARTS-COMM SVCS		0.00	87.12	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
10742	Invoice	07/03/2023	GF-AUTO PARTS-COMM SVCS		0.00	468.64	
10744	Invoice	07/03/2023	GF-AUTO PARTS-COMM SVCS		0.00	67.62	
10745	Invoice	07/03/2023	GF-AUTO PARTS-COMM SVCS		0.00	15.00	
002981	RED WING BUSINESS ADVANTAGE ACCOUNT		07/11/2023	Regular	0.00	150.00	100653
563-1-59445	Invoice	07/03/2023	GF-A.GOMEZ BOOTS-PARKS		0.00	150.00	
001101	TODD HODGES DESIGN, LLC		07/11/2023	Regular	0.00	11,890.00	100654
3530	Invoice	07/03/2023	GF-PLANNING SRVS 6/19-30-PLANNING		0.00	11,890.00	
001147	USA BLUE BOOK		07/11/2023	Regular	0.00	1,846.83	100655
INV00052427	Invoice	07/05/2023	UF-SUPPLIES		0.00	1,846.83	
001149	UTILITY NOTIFICATION CENTER		07/11/2023	Regular	0.00	446.34	100656
223060628	Invoice	07/05/2023	SSTX-JUN23 RTL TRANSMISSIONS-STREETS		0.00	446.34	
001963	WASTE CONNECTIONS OF COLO, INC		07/11/2023	Regular	0.00	1,333.93	100657
7100727V311	Invoice	07/01/2023	Waste Connections		0.00	436.88	
7100877V311	Invoice	07/01/2023	Waste Connections		0.00	154.46	
7100878V311	Invoice	07/01/2023	Waste Connections		0.00	218.79	
7100879V311	Invoice	07/01/2023	Waste Connections		0.00	345.72	
7100880V311	Invoice	07/01/2023	Waste Connections		0.00	64.78	
7100881V311	Invoice	07/01/2023	Waste Connections		0.00	113.30	
001201	WELD COUNTY SCH DIST RE8		07/11/2023	Regular	0.00	8,679.53	100658
20230029	Invoice	07/05/2023	GF-7/1/22-6/30/23 CROSSING GUARDS-M...		0.00	8,679.53	
001208	WHITE BEAR ANKELE TANAKA & WALDRON		07/11/2023	Regular	0.00	1,265.89	100659
28675	Invoice	07/06/2023	GF-LUP VILL RES/COTTONWOOD/VMEAD...		0.00	1,265.89	
001224	XCEL ENERGY-GAS		07/11/2023	Regular	0.00	237.73	100660
834630736	Invoice	07/05/2023	CITY JUN23 GAS SERVICE		0.00	237.73	
000108	AUSMUS LAW FIRM PC		07/11/2023	Regular	0.00	6,500.00	100661
8206	Invoice	07/07/2023	GF-LEGAL FEES- CITY ATTORNEY		0.00	6,500.00	
002961	DHM DESIGN CORPORATION		07/11/2023	Regular	0.00	437.50	100662
47018	Invoice	07/07/2023	GF- Splash Park Full Design -Parks		0.00	437.50	
000505	FRONTIER PRECISION		07/11/2023	Regular	0.00	7,095.00	100663
277469	Invoice	07/03/2023	Trimble - Public Works and Planning Softw...		0.00	4,410.00	
277470	Invoice	07/03/2023	Trimble - Public Works and Planning Softw...		0.00	2,685.00	
000597	INSIGHT PUBLIC SECTOR INC		07/11/2023	Regular	0.00	8,833.42	100664
1101069132	Invoice	07/03/2023	Annual Renewal of AutoDesk for PW		0.00	8,833.42	
003046	PERKINS + WILL, INC.		07/11/2023	Regular	0.00	173,840.00	100665
222254.000 - 201...	Invoice	07/03/2023	RC-Design of Additions-Rec Center		0.00	173,840.00	
002760	SMARTFORCE TECHNOLOGIES, INC.		07/11/2023	Regular	0.00	10,450.00	100666
060523	Invoice	07/03/2023	Smart Force Annual Subscrition		0.00	10,450.00	
000869	OPERATIONS MANAGEMENT INT		07/11/2023	Regular	0.00	130,537.55	100667
351230-24-07	Invoice	07/01/2023	OMI Monthly Allocations		0.00	130,537.55	
000031	ADAMSON POLICE PRODUCTS		07/18/2023	Regular	0.00	216.86	100668
INV398445	Invoice	07/12/2023	GF-NAME STRIP-PD		0.00	13.90	
INV398519	Invoice	07/12/2023	GF-POLOS-PD		0.00	135.00	
INV398520	Invoice	07/12/2023	GF-POLO-PD		0.00	45.00	
INV398624	Invoice	07/12/2023	GF-NAME STRIP-PD		0.00	12.51	
INV398755	Invoice	07/12/2023	GF-POLO-PD		0.00	4.45	
INV398759	Invoice	07/12/2023	GF-POLO-PD		0.00	6.00	
001293	AMAZON.COM		07/18/2023	Regular	0.00	489.80	100669
1FVC-FJVM-4DCF	Invoice	07/12/2023	IT - Amazon Order		0.00	419.94	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
1HMC-GLW7-DY...	Invoice	07/12/2023	GF-STAPLE REMOVER-FIN		0.00	19.90	
1HVC-9CJR-4VPX	Invoice	07/12/2023	CPR-CANON INK, PAPER-MUSEUM		0.00	49.96	
002257	ANACONDA NETWORKS INC		07/18/2023	Regular	0.00	10,300.00	100670
6273	Invoice	07/12/2023	Removal & Install of PD CradlePoints		0.00	4,300.00	
6274	Invoice	07/12/2023	Installation of CradlePoints at Public Works		0.00	6,000.00	
000108	AUSMUS LAW FIRM PC		07/18/2023	Regular	0.00	1,800.00	100671
8205	Invoice	07/12/2023	GF-PROSECUTION FEES-COURT		0.00	1,800.00	
002853	BUCKEYE CLEANING CENTER		07/18/2023	Regular	0.00	2,437.29	100672
90511098	Invoice	07/12/2023	GF-CLEANING SUPPLIES-FAC		0.00	2,437.29	
002122	BURNS & MCDONNELL ENGINEERING CO INC		07/18/2023	Regular	0.00	25,463.35	100673
139581-18	Invoice	07/13/2023	UF- WWTP Improvement Design- WWTP		0.00	25,463.35	
000216	CHAMBER OF COMMERCE		07/18/2023	Regular	0.00	2,340.00	100674
070623	Invoice	07/11/2023	GF-TRAPPER GOLF TOURNAMENT-LEGIS		0.00	2,240.00	
07072023	Invoice	07/12/2023	GF-7/12 LUNCHEON MAGELSSEN-CITY A...		0.00	20.00	
070723	Invoice	07/12/2023	GF-7/12 LUNCHEON C.HANES-LEGIS		0.00	20.00	
070723-1	Invoice	07/12/2023	GF-7/12 LUNCHEON ROMANO,HUBBARD,...		0.00	60.00	
000239	CITY OF FORT LUPTON		07/18/2023	Regular	0.00	750.00	100675
ADM2023-005	Invoice	07/05/2023	REC-SITE PLAN ADMIN /DEV FEE		0.00	750.00	
000242	CIVICPLUS		07/18/2023	Regular	0.00	7,730.62	100676
264804	Invoice	07/11/2023	GF-MUNICODE-PLANNING		0.00	7,730.62	
000247	CLIFTONLARSONALLEN LLP		07/18/2023	Regular	0.00	8,321.25	100677
3797192	Invoice	07/12/2023	GF-2022 AUDIT-FINANCE		0.00	8,321.25	
002651	COLORADO COMMUNITY MEDIA		07/18/2023	Regular	0.00	180.22	100678
89944	Invoice	07/12/2023	GF-LEGAL NOTICES		0.00	165.54	
90553	Invoice	07/12/2023	GF-LEGAL NOTICE-CITY CL		0.00	14.68	
000307	COMCAST CABLE COMM, LLC		07/18/2023	Regular	0.00	387.23	100679
0124495 JUL23	Invoice	07/13/2023	CPR-CABLE JUL23		0.00	141.00	
0208785 JUL23	Invoice	07/12/2023	GF-JUL23 INTERNET SERVICE-PLANNING		0.00	246.23	
000372	DELL MARKETING LP		07/18/2023	Regular	0.00	9,929.52	100680
10682184510	Invoice	07/12/2023	Dell Support for Data Migration		0.00	8,250.78	
3000156892639.1	Invoice	07/12/2023	Dell Renewal R640 (3CSZGQ2) & R630 (8V...		0.00	1,678.74	
003100	FACE MAGIC		07/18/2023	Regular	0.00	400.00	100681
2014-inv377	Invoice	07/12/2023	GF-JULY 1 FACE PAINTING-COMM EVENTS		0.00	400.00	
002821	FIESTA TIME INC		07/18/2023	Regular	0.00	2,321.00	100682
5452	Invoice	07/11/2023	GF-JULY 1 TABLES/CHAIRS RENTAL-COMM...		0.00	2,321.00	
003337	FRONT RANGE EXCAVATING, INC		07/18/2023	Regular	0.00	1,500.00	100683
071023	Invoice	07/12/2023	UF-HYD METER DEP REFUND-UB		0.00	1,500.00	
003335	GREELEY ELECTRIC REPAIR INC		07/18/2023	Regular	0.00	2,864.26	100684
276551	Invoice	07/13/2023	UF-WWTP ELECTRICAL WORK		0.00	956.02	
276579	Invoice	07/13/2023	UF-WWTP ELECTRICAL WORK		0.00	1,109.74	
276670	Invoice	07/13/2023	UF-WWTP ELECTRICAL WORK		0.00	798.50	
000546	GREEN MILL SPORTSMAN'S CLUB		07/18/2023	Regular	0.00	150.00	100685
115	Invoice	07/12/2023	GF-OFFICER TRAINING-PD		0.00	150.00	
003336	GRESIA MADERA		07/18/2023	Regular	0.00	25.00	100686
2007240.001	Invoice	07/12/2023	REC-G.MADERA TEEN TRIP REFUND		0.00	25.00	
003338	HOWARD HORII		07/18/2023	Regular	0.00	255.00	100687
071123	Invoice	07/13/2023	CEM-H.HORII REFUND PLOT SALE		0.00	255.00	

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001851	IMA, INC		07/18/2023	Regular	0.00	100.00	100688
242948	Invoice	07/12/2023	UF-ROW BOND TERMINAL STORAGE RESE...		0.00	100.00	
000783	MEANDERING WITH MARY		07/18/2023	Regular	0.00	120.00	100689
070523	Invoice	07/13/2023	CPR-JUNE CASINO TRIP-SENIORS		0.00	120.00	
000869	OPERATIONS MANAGEMENT INT		07/18/2023	Regular	0.00	130,537.55	100690
351230-24-08	Invoice	08/01/2023	OMI Monthly Allocations		0.00	130,537.55	
003044	PEAK FORM, LLC		07/18/2023	Regular	0.00	495.00	100691
1999K25213	Invoice	07/12/2023	GF-EMPLOYMENT SCREENS		0.00	495.00	
003329	SAFEBUILT, LLC		07/18/2023	Regular	0.00	51,266.46	100692
0100852-IN	Invoice	07/11/2023	GF-JUN23 INSPECTION FEES-BLDG INSP		0.00	51,266.46	
002837	SECURITY METRICS, INC		07/18/2023	Regular	0.00	2,289.95	100693
2974145	Invoice	07/12/2023	Security Metrics - PCII Compliance and Tra...		0.00	2,289.95	
001006	SHI INTERNATIONAL CORP		07/18/2023	Regular	0.00	926.28	100694
23658624	Invoice	07/12/2023	Annual Support for Extreme Switches		0.00	926.28	
002873	SOUL FOOD BAND LLC		07/18/2023	Regular	0.00	1,400.00	100695
0003	Invoice	07/11/2023	GF-JULY 1ST BAND-COMM EVENTS		0.00	1,400.00	
002967	SYNERGETIC STAFFING LLC		07/18/2023	Regular	0.00	3,628.55	100696
21011377	Invoice	07/12/2023	GF-D.MENDOZA ROMERO-TEMP-FAC		0.00	1,297.48	
21011380	Invoice	07/12/2023	GF-D.MENDOZA ROMERO TEMP-FAC		0.00	1,246.06	
21011390	Invoice	07/12/2023	GF-D.MENDOZA ROMERO TEMP-FAC		0.00	1,085.01	
001105	TOSHIBA FINANCIAL SERVICES		07/18/2023	Regular	0.00	2,457.64	100697
505027151	Invoice	06/26/2023	Copier Lease		0.00	2,331.95	
5505027151	Invoice	06/26/2023	Copier Lease		0.00	125.69	
001120	TRUDILIGENCE LLC		07/18/2023	Regular	0.00	188.44	100698
53074	Invoice	07/12/2023	GF-BACKGROUND CHECK-HR		0.00	188.44	
001137	UNITED POWER		07/18/2023	Regular	0.00	33,774.89	100699
10553102 JUN23	Invoice	07/01/2023	United Power		0.00	22.40	
1195501 JUN23	Invoice	07/01/2023	United Power		0.00	1,825.06	
1195603 JUN23	Invoice	07/01/2023	United Power		0.00	40.94	
1196401 JUN23	Invoice	07/01/2023	United Power		0.00	33.82	
1207701 JUN23	Invoice	07/01/2023	United Power		0.00	21.05	
1223101 JUN23	Invoice	07/01/2023	United Power		0.00	20.00	
1240301 JUN23	Invoice	07/01/2023	United Power		0.00	107.98	
1241801 JUN23	Invoice	07/01/2023	United Power		0.00	670.51	
1241903 JUN23	Invoice	07/01/2023	United Power		0.00	68.44	
1276101 JUN23	Invoice	07/01/2023	United Power		0.00	40.36	
1279801 JUN23	Invoice	07/01/2023	United Power		0.00	24.72	
1295501 JUN23	Invoice	07/01/2023	United Power		0.00	59.51	
1296101 JUN23	Invoice	07/01/2023	United Power		0.00	94.09	
1299501 JUN23	Invoice	07/01/2023	United Power		0.00	112.00	
1302801 JUN23	Invoice	07/01/2023	United Power		0.00	1,893.26	
1302901 JUN23	Invoice	07/01/2023	United Power		0.00	107.16	
1316801 JUN23	Invoice	07/01/2023	United Power		0.00	429.67	
1322501 JUN23	Invoice	07/01/2023	United Power		0.00	4,617.83	
1360303 JUN23	Invoice	07/01/2023	United Power		0.00	51.61	
13842400 JUN23	Invoice	07/01/2023	United Power		0.00	66.83	
14427100 JUN23	Invoice	07/01/2023	United Power		0.00	92.37	
15232500 JUN23	Invoice	07/01/2023	United Power		0.00	22.51	
17149700 JUN23	Invoice	07/01/2023	United Power		0.00	54.12	
17761600 JUN23	Invoice	07/01/2023	United Power		0.00	20.02	
17868800 JUN23	Invoice	07/01/2023	United Power		0.00	20.00	
18057500 JUN23	Invoice	07/01/2023	United Power		0.00	528.21	

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18498400 JUN23	Invoice	07/01/2023	United Power		0.00	445.03	
18762100 JUN23	Invoice	07/01/2023	United Power		0.00	22.76	
19545100 JUN23	Invoice	07/01/2023	United Power		0.00	210.97	
20040100JUN23	Invoice	07/01/2023	United Power		0.00	165.29	
21675200 JUN23	Invoice	07/01/2023	United Power		0.00	149.69	
21675300 JUN23	Invoice	07/01/2023	United Power		0.00	92.90	
22185901 JUN23	Invoice	07/01/2023	United Power		0.00	20.13	
3399301 JUN23	Invoice	07/01/2023	United Power		0.00	52.13	
6612303 JUN23	Invoice	07/01/2023	United Power		0.00	21.07	
6779701 JUN23	Invoice	07/01/2023	United Power		0.00	8,519.47	
704901 JUN23	Invoice	07/01/2023	United Power		0.00	7,803.35	
7225800 JUN23	Invoice	07/01/2023	United Power		0.00	21.67	
726705 JUN23	Invoice	07/01/2023	United Power		0.00	20.00	
7280200 JUN23	Invoice	07/01/2023	United Power		0.00	21.48	
733101 JUN23	Invoice	07/01/2023	United Power		0.00	157.13	
762901 JUN23	Invoice	07/01/2023	United Power		0.00	37.25	
803908 JUN23	Invoice	07/01/2023	United Power		0.00	4,278.81	
8976200 JUN23	Invoice	07/01/2023	United Power		0.00	691.29	
	Void		07/18/2023	Regular	0.00	0.00	100700
	Void		07/18/2023	Regular	0.00	0.00	100701
001156	VERIZON WIRELESS SVCS LLC		07/18/2023	Regular	0.00	5,791.16	100702
9938238820	Invoice	06/26/2023	Verizon Bill		0.00	5,791.16	
001187	WEIFIELD GROUP CONTRACTING INC		07/18/2023	Regular	0.00	1,800.00	100703
12885366	Invoice	07/12/2023	SEWER-30 DAY RECORDING METER-WWTP		0.00	1,800.00	
001189	WELD COUNTY ACCTG DEPART		07/18/2023	Regular	0.00	11,479.25	100704
JUN23	Invoice	07/12/2023	GF-CITY JUN23 FUEL CHARGES		0.00	11,479.25	
002064	WELD MOTOR VEHICLES		07/18/2023	Regular	0.00	354.66	100705
L0099701712-1	Invoice	07/13/2023	GF-FLEET RENEWAL FOR CAR REGISTRATI...		0.00	354.66	
001212	WILLIAMS AND WEISS CONSULTING		07/18/2023	Regular	0.00	3,655.00	100706
1852	Invoice	07/12/2023	Water Engineering Services		0.00	3,655.00	
001265	IRS		07/06/2023	Bank Draft	0.00	87.72	DFT0002201
INV0001409	Invoice	07/06/2023	Federal Withholding		0.00	87.72	
001418	CO DEPARTMENT OF REVENUE		07/06/2023	Bank Draft	0.00	17.00	DFT0002202
INV0001410	Invoice	07/06/2023	CO Withholding		0.00	17.00	
000119	BANK OF COLORADO		07/14/2023	Bank Draft	0.00	6,511.44	DFT0002203
INV0001411	Invoice	07/14/2023	HSA DISTRIBUTION		0.00	6,511.44	
000119	BANK OF COLORADO		07/14/2023	Bank Draft	0.00	790.83	DFT0002204
INV0001412	Invoice	07/14/2023	HSA DISTRIBUTION		0.00	790.83	
001416	VALIC_1		07/14/2023	Bank Draft	0.00	45,707.60	DFT0002205
INV0001413	Invoice	07/14/2023	VALIC - 457(b) $ Contributions		0.00	45,707.60	
001265	IRS		07/14/2023	Bank Draft	0.00	81,907.94	DFT0002206
INV0001414	Invoice	07/14/2023	Federal Withholding		0.00	81,907.94	
001418	CO DEPARTMENT OF REVENUE		07/14/2023	Bank Draft	0.00	14,331.00	DFT0002207

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INV0001415	Invoice	07/14/2023	CO Withholding		0.00	14,331.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	195	79	0.00	722,583.50
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-441.88
Bank Drafts	7	7	0.00	149,353.53
EFT's	0	0	0.00	0.00
	202	**90**	**0.00**	**871,495.15**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	260	106	0.00	756,327.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-441.88
Bank Drafts	7	7	0.00	149,353.53
EFT's	0	0	0.00	0.00
	267	**117**	**0.00**	**905,238.98**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	7/2023	905,238.98
			905,238.98

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 5, 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 Wednesday, July 5, 2023. Mayor Zo Hubbard called the meeting to order at 6:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were Mayor Zo Hubbard, Councilmembers, Chris Ceretto, Carlos Barron, Claud Hanes, Bruce Fitzgerald, and Valerie Blackston. David Crespin arrived at 6:05 p.m.

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

PERSONS TO ADDRESS COUNCIL

There was no one to address the Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the July 5, 2023, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- June 20, 2023 City Council Meeting Minutes
- Second Reading of Ordinance 2023-1157 ACCEPTING THE DEDICATION OF A 55-FEET WIDE PUBLIC RIGHT OF WAY LOCATED SOUTH OF THE CENTERLINE OF COUNTY ROAD 8 APPROXIMATELY 537-FEET ALONG THE FRONTAGE OF THE THOMAS MINOR SUBDIVISION
- Approving Resolution 2023R022 OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE GAO HOLDINGS LLC SUBDIVISION IMPROVEMENTS AGREEMENT, OF THE VISTA MEADOWS FINAL PLAT AND PUD PLAN LOCATED IN FORT LUPTON, WELD COUNTY

COLORADO

- Declaring Items from the Library as Surplus and Approving the Disposition of Such Items (AM 2023-108)

Motion passed unanimously on roll call vote.

PUBLIC HEARINGS

AM 2023-106 Approve a Resolution for a Site Plan known as the CarMax Site Plan for a Vehicle Reconditioning and Wholesale Auction Facility

Mayor Hubbard opened the public hearing at 6:04 p.m. and asked for an overview of the proposal.

City Planner, Magaly Morales, stated CarMax Auto Superstores Inc. has submitted a request for a site plan consisting of one 70,646 square foot vehicle service facility, one 4,864 square foot auction facility and one 936 square foot non-public carwash. This facility will not be open to the general public.

The property is located west and adjacent to Northland Drive and approximately .2 miles south of County Road 18 within the Northland PUD. This PUD allows all permitted uses in the Fort Lupton C-1, C-2, I-1 and I-2 Zone Districts. Vehicle services and repair is a permitted use within the C-2, I-1 and I-2 Zone Districts. The property is surrounded by vacant land. All notification requirements were met, including posting notice of the hearings on the property at least 15 days prior to this public hearing.

Steve Hoodak, representative with CarMax, provided a presentation to Council. Mr. Hoodak's presentation included an overview of CarMax as a company, the vision for the potential Fort Lupton Inventory Center, and the purpose of the Inventory Center. Mayor Hubbard asked if the general public would be able to buy at this location. Mr. Hoodak stated no. Auctions will be held, however, they will only be open to individuals that are state licensed or pre-approved customers of CarMax. Mayor Hubbard also voiced concern regarding the loading of vehicles.

Traffic back up was discussed. Mr Hoodak explained the site plan layout including the parking

Abby Bartalo, representative with CenterPoint Integrated Solutions, provided additional information on the building and the site located within the Northland PUD. The east side of the parking lot is for public and employees as well as parking for car carrier spaces loading and unloading 100' long parking spaces. These vehicles are not allowed past the gate into the facility.

There being no further comments from the public, Mayor Hubbard closed the public hearing at 6:21 p.m.

It was moved by Valerie Blackston and seconded by Carlos Barron to approve Resolution 2023R023 RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING A SITE PLAN KNOWN AS THE CARMAX SITE PLAN FOR A VEHICLE RECONDITIONING AND WHOLESALE AUCTION FACILITY. Motion passed unanimously on roll call vote.

Councilmember Crespin did not vote due to coming in after the hearing started.

ACTION MEMORANDUM

AM 2023-107 Approve a Resolution Accepting a Final PUD Plat known as the North Land PUD Third Filing, Amendment No. 1

The applicant, Land 5 Investments, LLC, has resubmitted a final PUD plat, known as the North Land PUD Third Filing, Amendment No. 1 ("PUD Plat"), for the City Council's consideration. The Subdivision is located south and adjacent to County Road 18, and east and adjacent to the Union Pacific Railroad right-of-way. This third filing constitutes the northern most portion of the North Land PUD, which was annexed as the North Land Annexation No. 3 in 2009, and zoned PUD in 2011. The plat is meant to replace the previously approved North Land PUD Third Filing, which was brought before City Council on March 17, 2020.

This amendment will combine 3 vacant parcels, Lots 5, 6 and 7 into one single 39.22 acre parcel, as well as vacate a reservation for a railroad easement and add an outlot for a detention pond.

The Applicant has paid all applicable land use application fees and is covering ongoing review expenses.

It was moved by Carlos Barron and seconded by Valerie Blackston to Approve Resolution 2023R024 ACCEPTING A FINAL PUD PLAT KNOWN AS THE NORTH LAND PUD THIRD FILING, AMENDMENT NO. 1. Motion passed unanimously on roll call vote.

AM 2023-105 Authorizing Adolfson & Peterson Construction to Proceed with Contracting and Procuring Subs and Material Based on the Initial Gross Maximum Price Based on the 100% Design Drawings and 50% Construction Drawings for an Amount not to Exceed $6,467,483.00

Since A & P Construction was retained to be the CM/GC, they have secured bids/pricing on the hard to secure trades and long lead time supplies. This will enable the project to keep moving forward and hopefully not lead to the delays that many other projects have experienced. This amount is based on approximately 60 % of the construction project. The main trades included

are concrete, metals (steel), pool specialties, fire suppression, plumbing, HVAC, electrical, earthwork and utilities. The department has first-hand knowledge on HVAC lead times as we have experience 11-week delays on recent purchases. By getting these subs and supplies order, it will keep the 11 months build out on schedule. A & P received multiple bids on each project area. Once 100% CDs are completed A&P will bid out the remaining trades and materials for the Final Gross Maximum Price (GMP) which staff will bring as an amendment to this agreement. Each month construction prices have continued to increase due to difficulties in securing materials and staff. Some of the specialties trade (aquatics) are very difficult to obtain and securing them early on will greatly influence the timeline and finished product.

It was moved by Claud Hanes and seconded by Valerie Blackston to Authorize Adolfson & Peterson Construction to Proceed with Contracting and Procuring Subs and Material Based on the Initial Gross Maximum Price Based on the 100% Design Drawings and 50% Construction Drawings for an Amount not to Exceed $6,467,483.00 for the recreation center. Motion passed unanimously on roll call vote.

AM 2023-109 Approving a Resolution Setting a Booth Fee for City Events

To ensure continuity among our various city-sponsored events, staff is requesting the following set booth fees for city sponsored events:

- $0 for organizations that have been awarded a 501-C classification by the IRS and are in Good Standing as confirmed by the Colorado Secretary of State.
- $20 for all other organizations/individuals

It was moved by Valerie Blackston and seconded by Bruce Fitzgerald to Approve Resolution 2023R025 SETTING A BOOTH FEE FOR CITY EVENTS. Motion passed unanimously on roll call vote.

STAFF

Thomas Samblanet, Library Director, stated that electrical equipment was delivered to the new library.

Chief John Fryar, explained the bid process and construction of the basement.

Chris Cross, City Administrator, stated that both the Independence Day Celebration at the Recreation Center and the Fireworks were well attended.

MAYOR/COUNCIL REPORTS

Mayor Hubbard and Councilmembers expressed their gratitude of the Independence Day festivities.

FUTURE CITY EVENTS

July 7 & 8, 2023 City Wide Yard Sales
August 1, 2023 National Night Out, Koshio Park 1st Street and McKinley Ave. 5:00- 8:00 p.m.

UPCOMING MEETINGS

July 11, 2023 - Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
July 18, 2023 - City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
July 25, 2023 - Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:35 p.m.

Submitted by,

_____
Maricela Peña, City Clerk

Approved by City Council,

_____
Zo Hubbard, Mayor

DRAFT

City Council Meeting
Date: July 18, 2023
Staff: John Fryar,
Chief of Police

AM 2023-113
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving Submittal of a Grant with the US Department of Justice for School Resource Officers and Authorizing the Mayor's Signature on the Application

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The US Department of Justice (DIAMD) offers Just Grants for School Resource Officers (SRO) that will fund $125,000 equally split over 3 years (for school years: 2023, 2024 and 2025) at ($41,667 per year) for student safety coverage for the second elementary school within the City of Fort Lupton.

The combined resources allocation from Weld RE-8, the Fort Lupton Library and the City of Fort Lupton will fund the three SRO's that cover Fort Lupton High School, Fort Lupton Middle School and Twombly Elementary School. This grant is intended to provide a portion of the cost of an SRO for Butler Elementary School. Submission of the Grant application allows the Mayor to sign the acceptance of the grant if approved.

FINANCIAL CONSIDERATIONS

If the grant is approved at the Federal and City level, the City assumes the responsibility for the SRO salary and benefit costs not covered by the grant. This would involve a supplemental appropriation for those costs, $75,574.95 annually.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

The option is to continue to pull an SRO from one of the other schools to cover calls at Butler Elementary based on availability.

STAFF RECOMMENDATIONS

Staff recommends approval of the grant application.

Attachments: a. Grant Application

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

_____ City Clerk

_____ Date

City Council Meeting
Date: July 18, 2023
Staff: Leann Perino
Finance Director

AM 2023-114
Consent Agenda ☒
Action Memorandum ☐
Public Hearing ☐

SUBJECT FOR DISCUSSION

Accept the USDA Rural Development Loan of $21,163,000 for the Construction of the Metro Force Main and Lift Station

SUMMARY STATEMENT/BACKGROUND DISCUSSION

In July of 2022 staff began the process of applying for the US Department of Agriculture Rural Development loan. On July 5, 2023 we received the letter of condition (LOC) offering a $21,163,000 loan with a $3,043,000 required City match. Any additional funding received from other governmental agencies will reduce the USDA funding first.

The LOC requires a certification that we have exhausted all other funding avenues and have no pending funding conditions.

The Engineering Services Agreement with Burns and McDonnel is in process of review by USDA staff. Contract documents, plans and specifications are addressing USDA requirements and will be submitted for review by USDA.

FINANCIAL CONSIDERATIONS

This is a forty (40) year loan with an interest rate of 2.125% and biannual Payments of $394,056 ($788,112 annually). If the interest rate changes between the date on the letter of condition and the date of closing the lower interest rate will be applied to the loan.

A debt service reserve of $788,112 must be established. In addition, $24,799 must be deposited into a short lived asset reserve every year for the life of the loan.

LEGAL/POLITICAL CONSIDERATIONS

The City Attorney has reviewed the documents provided by the USDA. There are legal considerations and requirements contained in the documents from USDA that have been discussed with City personnel. Bond counsel for the City has also been given a copy of the USDA documents to review as well.

ALTERNATIVES/OPTIONS

Discuss any possible alternatives or other options that were considered or that may be available for consideration. Indicate the reason(s) why the proposed choice was selected over other alternatives.

Note: If you haven't thought of any alternatives or options, then you probably haven't thought enough about the issue!!

STAFF RECOMMENDATIONS

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

Attachments: a. Letter of Condition

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

_____ City Clerk

_____ Date

Rural Development

Wray Office

247 N. Clay, Suite 2
Wray, CO 80758

Voice: 970-332-3107
ext. 4

FAX: 844-206-7054

July 5, 2023

City of Fort Lupton
Chris Cross, City Administrator
130 S McKinley Ave
Fort Lupton, CO 8180621073

SUBJECT: Letter of Conditions
Recipient Name: City of Fort Lupton
Project Name: Force Main & Lift Station
CFDA NUMBER – 10.760

RUS Loan:	$21,163,000.00
Applicant:	$ 3,043,000.00
CWRPDA Loan:	$25,000,000.00

Dear Mr. Cross:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development (RD), both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. This includes any significant changes in the Applicant's financial condition, operation, organizational structure or executive leadership. Any changes made without Agency concurrence shall be cause for discontinuing processing of the application.

This letter does not constitute loan approval, nor does it ensure that funds are or will be available for the project. The funding is being processed on the basis of a loan not to exceed $21,163,000.00. The loan will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds" is signed by the Agency approval official.

The applicant will ensure projects are completed in a timely, efficient, and economical manner. You must meet all conditions set forth under Section III – Requirements Prior to Advertising for Bids within 1 year of this letter.

If you do not meet the conditions of this letter, the Agency reserves the right to withdraw Agency funding.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please complete and return the

USDA is an equal opportunity provider, employer, and lender.

following forms within 15 days:

Form RD 1942-46, "Letter of Intent to Meet Conditions"
Form RD 1940-1, "Request for Obligation of Funds"

All parties may access information and regulations referenced in this letter at our website located at https://www.rd.usda.gov/programs-services/water-environmental-programs/water-waste-disposal-loan-grant-program.

The conditions are as follows:

SECTION I - PROJECT SCOPE

1. **Project Description** – Funds will be used to construct a new lift station and a force main that is 6.5 miles of pressurized pipeline to convey the wastewater from the Fort Lupton area to the Metro Northern WWTP for treatment.

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER), prepared by Burns & McDonnell Engineering Company, Inc. dated/amended December 6, 2022, as concurred with by the Agency.

2. **Project Funding –** The Agency is offering the following funding for your project:

RUS Loan -	$ 21,163,000.00

This offer is based upon the following additional funding being obtained.

Applicant Contribution -	$ 3,043,000.00
CWRPDA Loan -	$ 25,000,000.00
TOTAL PROJECT COST -	$ 49,206,000.00

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Prior to loan closing, any increase in non-Agency funding will be applied first as a reduction to Agency grant funds, up to the total amount of the grant, and then as a reduction to Agency loan funds.

The applicant must certify that they have exhausted all other funding avenues and have no pending funding considerations from any other sources. Further, the applicant must certify that they do not intend to apply anywhere else for funding for this project. If, after obligation of Agency funds, other funding becomes available, the Agency reserves the right to deobligate any and all funding for this project and to re-underwrite. This may result in the offering of a different funding package to for this project.

Prior to advertisement for construction bids, you must provide evidence of applicant contributions and other funding sources. This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

Project Costs:	**Total Budgeted:**	
Tap Fee – "Buy-In" to North Metro WWTP	$25,000,000	
Development – Construction	$20,083,527	
Contingency	$ 2,008,029	
Engineering Fees		
Includes:		
Predevelopment – PER & EA		$ 52,567
Design		$ 407,448
Resident Project Representation (Inspection)		$ 811,429
Interest – Interim	$ 609,000	
Legal Fees – Attorney, Bond Counsel, etc	$ 214,000	
Ditch Crossing Agreement	$ 20,000	
TOTAL	$49,206,000	

Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. Obligated loan funds not needed to complete the proposed project will be deobligated. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. An "Amended Letter of Conditions" will be issued for any changes to the total project budget.

4. **Project Timeline** – To ensure that the project proceeds in a timely manner, key processing milestones have been established in accordance with the PER or other Agency approved documentation. **Projects should be completed and Agency funds fully disbursed within three years of obligation.** By agreeing to the terms herein, you agree to comply with the milestones identified below. If, for any reason, one or more of the milestones cannot be met, you must notify the Agency in writing at least 30 days prior to the referenced date. Should your final completion date become more than three years after obligation the written request will follow the procedures outlined in Section VI of this letter, including the submission of not less than 90 days prior to the benchmark. The correspondence must contain a valid explanation as to why the milestone cannot be met and include a proposed revised project completion schedule. If the Agency agrees to the modification, a written confirmation will be issued. The Agency reserves the right to de-obligate loan funds, or take other appropriate action, if the established or amended deadlines are not met.

SECTION II – RATES & TERMS

5. **Interest Rates and Loan Terms** – The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, unless you request otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount. The payment due date will be established as the day that the loan closes.

Your loan will be scheduled for repayment over a period of 40 years. Payments will be equal semi-annual amortized installments, beginning one month after closing. For planning purposes, use a 2.125% interest which provides for a bi-annual payment of $394,056.00. The precise payment amount will be based on the interest rate at which the loan is closed and may be different than the one above.

6. **Security** – The loan will be secured by a Revenue bond with first/parity lien position in the amount of $21,163,000.00. The bond will be fully registered as to both principal and interest in the name of the "United States of America, Acting through the United States Department of Agriculture." Bond Counsel will be utilized in preparation of these documents.

The bond/security instrument and any ordinance or resolution relating thereto must not contain any provision in conflict with the Agency Loan Resolution, applicable regulations, or associated laws. There must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 U.S.C. 1983.

If the loan will be on parity with other lender/s, the bond/security instrument must specify that, in the event of default, each lender will be affected on a proportionate basis.

Additional security requirements are contained in RUS Bulletin 1780-27, "Loan Resolution (Public Bodies). A draft of all security instruments, including draft bond resolution, must be reviewed and concurred in by the Agency prior to advertising for bids. Bond/loan resolutions must be duly adopted and executed prior to loan closing.

A Parity / Intercreditor Agreement will be required to be executed between the Agency and the Parity Lender prior to loan closing, and a draft concurred in by the Agency prior to advertising for bids.

Additional security requirements are contained in RUS Bulletin 1780-27, "Loan Resolution Security Agreement," which also serves as an assignment of income.

7. **Reserves** – Reserves must be properly budgeted and set aside to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency repairs, to assist with debt service should the need arise, and for the replacement of assets which have a useful life less than the repayment period of the loan. The following reserves are required to be established as a condition of this loan:

a. **Debt Service Reserve** – As a part of this Agency loan proposal, you must establish a debt service reserve fund equal to at least one annual loan installment that accumulates at the rate of 10% of one annual payment per year for ten years or until the balance is equal to one annual loan payment. For planning purposes, 10% of the proposed loan installment would equal $6,567.60 per month; this amount should be deposited monthly until a total of $788,112.00 has accumulated. Prior written concurrence from the Agency must be obtained before funds may be withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue as designated above until the fully funded amount is reached.

b. **Short-Lived Asset Reserve** – In addition to the debt service reserve fund, you must establish a short-lived asset reserve fund. Based on the PER, you must deposit at least $24,799.00 into the short-lived asset reserve fund annually for the life of the loan to pay for repairs and/or replacement of major system assets. It is your responsibility to assess your facility's short-lived asset needs on a regular basis and adjust the amount deposited to meet those needs.

SECTION III –REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS

8. **Organization** – The Bond Counsel transcripts of proceedings must show that your organization is a duly incorporated public body and has continued legal existence. Your organization must have the authority to own, construct, operate, and maintain the proposed facility, as well as for borrowing money, pledging security and raising revenues.

9. **Suspension and Debarment Screening** – You will be asked to provide information on the principals of your organization. Agency staff must conduct screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal.
   Principal –
   i. An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
   ii. A consultant or other person, whether or not employed by the participant or paid with federal funds, who –
      1. Is in a position to handle federal funds;
      2. Is in a position to influence or control the use of those funds; or,
      3. Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995)

10. **Environmental Requirements** – At the conclusion of the proposal's environmental review process, specific action(s) were determined necessary to avoid or minimize adverse environmental impacts. As outlined in the Environmental Report (ER) dated January 2022, the following actions are required for successful completion of the project and must be adhered to during project design and construction:

Best Construction Practices

The project, as proposed, has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and/or permits may apply or be required. If the project or any project element deviates from or is modified from the originally approved project, additional environmental review may be required.

This project has applied the Nationwide Programmatic Agreement Among the U.S. Department of Agriculture Rural Development Programs, National Conference of State Historic Preservation Officers, and the Advisory Council on Historic Preservation for Sequencing Section 106 (NPA). This agreement allows the Agency to obligate funds prior to the completion of Section 106 of the National Historic Preservation Act. The Agreement stipulates, among other things, that the Section 106 process must be complete prior to the awarding of funds and prior to construction. Rural Development is in receipt of your signed NPA Awareness Certification form. In the Awareness Certification, you have acknowledged your awareness of these and other requirements and have agreed that you must complete the Section 106 process before the environmental review component of your application can be finalized and before construction. These historic preservation requirements must be met prior to final approval and prior to taking any action that would have an adverse effect on historic properties or hinder completion of the consultation process required under Section 106 of the National Historic Preservation Act (NHPA). Do not initiate any type of ground disturbing activity, enter into construction contracts, initiate construction, rehabilitation, or purchase land or equipment prior to receiving notification from the Agency that these requirements have been met. Taking any of these actions prior to completion of the required reviews could result in loss of program funds.

The following mitigation measures should be followed for the project:

1. Wetlands – The following methods for avoiding wetland crossings for the installation of the force mains for the project: horizontal directional drill, going over existing culverts or attaching to existing bridges. Should these three methods not be utilized in order to avoid wetland areas, then an environmental addendum should be submitted prior to advertisement of bids or construction commencing if handled during change order process. All the appropriate USACE permits should be obtained for the project prior to advertisement of bids, if applicable.

The contract documents should include “When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.”

2. Floodplains – The following methods for avoiding floodplain crossings for the installation of the force mains for the project: horizontal directional drill, going over existing culverts or attaching to existing bridges. Should these three methods not be utilized in order to avoid floodplain areas, then an environmental addendum should be submitted prior to advertisement of bids or construction commencing if handled during change order process.

The contract documents should include “When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency

Management Agency Floodplain map, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps."

3. Endangered Species – The contract documents should include "Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be bought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service."

4. Historic Preservation – The contract documents should include "If archaeological materials are encountered during construction, the procedures codified at 36 CFR 800.13(b) will apply. Archaeological materials consist of any items, fifty years old or older, which were made or used by man. These items include, but are not limited to, human skeletal materials, stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, and metal and glass objects. The federal agency or the Applicant receiving federal assistance should contact SHPO immediately."

11. **Engineering Services** – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance," or other approved form of agreement. The Agency will provide concurrence prior to advertising for bids and must approve any modifications to this agreement.

12. **Contract Documents, Final Plans, and Specifications-** All development will be completed by contract in accordance with applicable provisions of RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, (copy available upon request), and in compliance with all statutory requirements. You are responsible to share this with your engineer before pre-design.

    a. The plans and specifications and all proposals required by law must be approved by Colorado Department of Public Health and Environment (CDPHE).

    b. In preparing final design and providing service to the planned project area, you and your engineer will comply with all zoning and planning requirements of the appropriate governing bodies where service is to be provided.

    c. The Agency will need to concur in the plans and specifications prior to advertising for bids. The Agency may require an updated cost estimate if a significant amount of time has elapsed between the original project cost estimate and advertising for bids.

    d. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.

e. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.

f. **American Iron and Steel Requirements.** Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies the American Iron and Steel (AIS) requirement to obligations made after May 5, 2017:

(1) No Federal funds made available for this fiscal year for the rural water, wastewater, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.

(2) The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(3) The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the "Secretary") or the designee of the Secretary finds that—

(a) applying the requirement would be inconsistent with the public interest;

(b) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(c) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(4) Owners are ultimately responsible for compliance with AIS requirements (as defined in RUS Bulletin 1780-35).

(a) ***Sign*** loan resolutions and letters of intent to meet conditions which include AIS language, accepting AIS requirements in those documents and in the letter of conditions.

(b) ***Sign*** agreements for engineering services, executed construction contracts and all other appropriate and necessary documents which include AIS language. Change Orders and Partial Payment Estimates: ***Acknowledge*** responsibility for compliance with AIS requirements by signing change orders (EJCDC C-941) and partial payment estimates (EJCDC C-620).

(c) Substantial completion of project: ***Obtain*** the certification letters from the consulting engineer and ***maintain*** this documentation for the life of the loan.

(d) *Special Cases*

i. Where Owner provides their own engineering, the Owner's responsibilities will include items listed in Section 5 of RUS Bulletin 1780-35.

ii. Where Owner performs their own construction, the Owner's responsibilities will include items listed in Section 6 of RUS Bulletin 1780-35.

ii. Where Owner directly procures AIS products, Owner must ***utilize*** EJCDC Procurement Series standard contract documents following RUS Bulletin 1780-26 Exhibit D and ***obtain*** manufacturers' certifications and provide copies to Engineer and Contractor.

g. **Build America, Buy America Requirements.** Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [link to awarding agency web site with information on currently applicable general applicability waivers].

Definitions

"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives[46]—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

''Project'' means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Owners are ultimately responsible for compliance with the domestic preference requirements as outlined in RUS Bulletin 1780-35 or the Build America Buy America (BABA) appendix to this Letter.

13. **Legal Services** –A legal services agreement is required with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a "not to exceed" amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, "Legal Services Agreement," or similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

14. **Property Rights** - Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

    a. **Right-of-Way Map** – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
    b. **Form RD 442-20, "Right-of-Way Easement"** – This form, or similar format, may be used to obtain any necessary easements for the proposed project.
    c. **Form RD 442-21, "Right-of-Way Certificate"** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
    d. **Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way"** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.

The approving official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the facility. Any such waivers must be provided by the approving official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

15. **System Policies, Procedures, Contracts, and Agreements** – The facility must be operated on a sound business plan which involves adopting policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified

timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.

a. **Conflict of Interest Policy** – Prior to obligation of funds, you must certify in writing that your organization has in place up-to-date written standards of conduct covering conflict of interest. The standards of conduct must include disciplinary actions in the event of a violation by officers, employees, or agents of the borrower. The standards identified herein apply to any parent, affiliate or subsidiary organization of the borrower that is not a state or local government, or Indian Tribe. Policies and accompanying documents shall be furnished to Rural Development upon request.

   You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant's official. A negative disclosure in the same format is required if no conflicts are anticipated.

   Sample conflict of interest policies may be found at the National Council of Nonprofits website, https://www.councilofnonprofits.org/tools-resources/conflict-of-interest, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at http://www.irs.gov/pub/irs-pdf/i1023.pdf. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

   Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

b. **Sewage Treatment Contract –** You propose to purchase sewage treatment services from Metro Water Recovery. This purchase arrangement must be evidenced by a sewage treatment contract. A draft of the proposed contract must be submitted to the Agency for review and concurrence prior to advertising for bids. The draft contract must meet the requirements of 7 CFR 1780.62.
c. **Contracts for Other Services/Lease Agreement** – Drafts of any contracts or other forms of agreements for other services, including audit, management, operation, and maintenance, or lease agreements covering real property essential to the successful operation of the facility, must be submitted to the Agency for review and concurrence prior to advertising for bids.
d. **Parity/Intercreditor Agreement** – Projects with parity liens must have in place a written agreement between the parity lenders. The draft agreement must receive Agency concurrence prior to advertising for bids.
e. **Other agreements** with governments or other entities regarding joint operation of facilities, granting authority to Agency borrower for providing service within another entity's service area, etc. – The draft agreement must receive Agency concurrence prior to advertising for bids.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements above must be submitted prior to loan closing, with the exception of the conflict of interest policy, which must be in place prior to obligation of funds.

16. **Closing Instructions** – The Agency will prepare closing instructions as soon as the requirements of the previous paragraphs are complete, as well as a draft of the security instrument(s). Both your bond and legal counsel must comply with these instructions when closing the Agency loan.

17. **System Users** – This letter of conditions is based upon your indication at application that there will be at least 2,672 residential users, 417 non-residential users, and 0 bulk / wholesale users on the existing and/or proposed system when construction is completed.

Before the Agency can agree to the project being advertised for construction bids, you must certify that the number of users indicated at application are currently using the system or signed up to use the system once it is operational.

If the actual number of existing and/or proposed users that have signed up for service is less than the number indicated at the time of application, you must provide the Agency with a written plan on how you will obtain the necessary revenue to adequately cash flow the expected operation, maintenance, debt service, and reserve requirements of the proposed project (e.g., increase user rates, sign up an adequate number of other users, reduce project scope, etc.). Similar action is required if there is cause to modify the anticipated flows or volumes presented following approval.

18. **Construction Account** – A separate construction account is not required for project funds. However, the recipient must be able to separately identify, report and account for all Federal funds, including the receipt, obligation and expenditure of funds, in accordance with 2 CFR 200.305. These funds must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage. **If the balances at the financial institution where federal funds will be deposited exceeds the FDIC insurance coverage, the excess amount must be collaterally secured up to 100 percent of the highest amount of funds expected to be deposited in the account at any one time, per the Department of Treasury regulations and requirements.**

19. **Interim Financing** – The Agency's policy is to utilize interim financing for all loans exceeding $500,000. Prepayment penalties on interim financing are not allowed. Borrowers are required to seek interim financing initially from private or cooperative lenders if funds can be borrowed at reasonable interest rates on an interim basis from those sources for the construction period. The fact that a commercial lender's rates are higher than current Agency interest rates does not necessarily mean that the commercial rate is not reasonable.

20. **Proposed Operating Budget** – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O and M), debt service, and reserves. Prior to advertising for bids, you must submit a

proposed annual operating budget to the Agency, as well as your proposed rate schedule. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, "Operating Budget," or similar format may be utilized for this purpose. It is expected that O and M expenses will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested, please contact our office for information.

21. **Permits** –The owner or responsible party will be required to obtain all applicable permits for the project, prior to advertising for bids. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

22. **Risk and Resilience Assessment/Emergency Response Plan (RRA/ERP)** –The Agency requires all financed water and wastewater systems to have a RRA/ERP in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operation, and a certification that an RRA is complete must be submitted within one year of the start of operation. Borrowers with existing systems must provide a certification that an RRA/ERP has been completed prior to advertising for bids. Technical assistance is available in preparing these documents at no cost to you.

Before funds are drawn, you should have in place a cybersecurity plan, a supply chain plan, and a plan to comply with cybersecurity requirements of the National Institute of Standards and Technology and the Cybersecurity and Infrastructure Security Agency. These items should be addressed in the RRA/ERP.

The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters and other emergency events. It should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every five years at a minimum.

23. **Bid Authorization -** Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION

24. **Disbursement of Agency Funds -** Agency funds will be disbursed electronically into the construction account as they are needed. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to commencement of construction.

The order of disbursement is as follows: 1) Applicant contribution, 2) other funding sources, 3) interim financing or Agency loan funds, and 4) Agency grant funds. Interim financing or Agency loan funds will be expended after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed prior the first disbursement. Interim financing funds or Agency loan funds must be used prior to the use of Agency grant funds. Agency Grant funds must not be disbursed prior to loan funds except as authorized in 7 CFR 1780.45(d).

Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200 and interest in excess of $500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt, and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- The recipient receives less than $120,000 in Federal awards per year.
- The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on Federal cash balances.
- The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- A foreign government or banking system prohibits or precludes interest-bearing accounts.

25. **Bid Tabulation** – Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

    a. **Cost Overruns –** If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20 percent of the development cost at time of loan approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
    b. **Excess Funds** - If bids are lower than anticipated at time of obligation, excess funds must be deobligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original PER for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the PER, ER, and Letter of Conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be deobligated, with grant funds being deobligated first. Excess funds do not include contingency funds as described in this letter.

26. **Suspension and Debarment Screening** – In accordance with 2 CFR Part 180, Subpart C, as a condition of the transaction and the responsibilities to persons at the next lower tier with whom you enter into transactions, you must conduct screening for suspension and debarment of lower tier recipients (e.g., vendors, contractors, etc.).

27. **Contract Review** – Your attorney will certify that the executed contract documents, including performance and payment bonds, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with 7 CFR 1780.61(b).

Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for concurrence. Construction cannot commence until the Agency has concurred in the construction contracts.

28. **Final Rights of Way** – Your attorney or title company must furnish a separate final title opinion or Title Insurance Policy on all real property related to the facility, now owned and to be acquired for this project, as of the day of loan closing or start of construction, whichever occurs first. Form RD 1927-10, "Final Title Opinion" may be used.

If any of the right-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed.

29. **Insurance and Bonding Requirements** - Prior to the start of construction or loan closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of insurance and bond coverage for the borrower shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity bond coverage is maintained.

a. **General Liability Insurance** – Include vehicular coverage.
b. **Workers' Compensation** – In accordance with appropriate State laws.
c. **Guaranty or Fidelity Insurance**–Coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees. Each position is to be insured in an amount equal to the maximum amount of funds expected to be under the control of that position at any one time. The minimum coverage allowed will be an amount equal to the total annual debt service payment on the Agency loans. The coverage may be increased during construction based on the anticipated monthly advances.
d. **National Flood Insurance** - If the project involves acquisition or construction in a designated special flood area, the community in which the acquisition or construction is

situated must be currently participating in the national flood insurance program. Additionally, if the project involves acquisition or constriction in designated special flood or mudslide prone areas, a flood insurance policy must be in place at the time of loan closing.

e. **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. The Agency will be listed as mortgagee on the policy when the Agency has a lien on the property. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

The Agency is to be listed as "Other Insured" so as to receive notifications on all insurance, regardless of security. Insurance types described above are required to be continued throughout the life of the loan. See Section VII.

30. **Initial Civil Rights Compliance Review** – The Agency will conduct an initial civil rights compliance review of the borrower prior to loan closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E. You are expected to comply with the completion of the review, including the furnishing of any documents, records, or other applicable material.

SECTION V – REQUIREMENTS PRIOR TO CLOSING

31. **Interim Financing.** Interim financing is being used. Generally, loan closing will occur near the end of construction when interim funds are fully disbursed. Documents detailed above from Sections II and III regarding security, electronic payments (Form 3550-28), and system policies, procedures, contracts, and agreements must be adopted and/or executed and submitted to the Agency prior to loan closing.

32. **Electronic Payments –** Payments will be made through an electronic preauthorized debit system. You will be required to complete Form RD 3550-28, "Authorization Agreement for Preauthorized Payments," for all new and existing indebtedness to the Agency prior to loan closing.

33. **Other Requirements** – All requirements contained in the Agency's closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.

    a. **System for Award Management**. You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Renewal can be completed online at: http://sam.gov. This registration must be renewed and revalidated every 12 months for as long as there is an active loan, grant, or guaranteed loan with the Agency.

    To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the

activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the "Help" section at http://sam.gov).

b. **Litigation.** You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.

c. **Certified Operator**. Evidence must be provided that your system has or will have a certified operator, as defined by applicable State or Federal requirements, available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION

34. **Construction Completion Timeframe** – Following the benchmarks established in Section I, Item 4, Project Timeline, all projects should be completed and Agency funds fully disbursed within three years of the date of obligation. If funds are not disbursed within three years of obligation and you have not already done so per Section I, Item 4, you must submit a written request for extension of time to the Agency with adequate justification of the circumstances, including any beyond your control. The request must be submitted at least 90 days prior to the end of the three-year timeframe and include a revised estimated date of completion. The Agency will typically only allow one extension. Subsequent requests for waivers beyond the initial extension or requests that exceed five years from the initial date of obligation will be submitted to the RUS, Water and Environmental Programs for consideration. The Agency retains the right to de-obligate any loan and/or grant monies, or take other appropriate action, related to unliquidated funds that exceed the timeframes above and are not under an active extension.

35. **Resident Inspector(s)** – Full-time inspection is required unless you request an exception. Such requests must be made in writing and the Agency must provide written concurrence. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the preconstruction conference.

36. **Preconstruction Conference** – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

37. **Inspections** - The Agency requires a preconstruction conference, pre-final, final, and warranty inspections. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the [one-year] warranty period to address and/or resolve any outstanding warranty issues. The Agency will conduct an inspection with you of your records management system at the same time and will continue to inspect the facility and your records system every three years for the life of the loan. See Section VII of this letter.

38. **Change Orders** – A Change Order must be submitted for all modifications to the approved scope of work, including existing contracts. This includes non-physical modifications such as any time extension requests. Prior written Agency concurrence is required for all Change Orders.

39. **Payments** – Prior Agency concurrence is required for all invoices and requests for payment before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service provider prior to Agency concurrence. Invoices not related to a construction contract or service agreement will include the owner's written concurrence.

40. **Use of Remaining Funds** – As stated above, applicant contribution and connection or tap fees will be the first funds expended in the project. Funds remaining after all costs incident to the basic project have been paid or provided will be handled as follows:

    a. Funds remaining after the applicant contribution and connection fees may be considered in direct proportion to the amounts of funding obtained from each source. The use of Agency funding will be limited to eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same.
    b. Any reductions in the Agency funding will be first applied to the grant funds.
    c. Grant funds not expended for authorized purposes will be cancelled (de-obligated) within 365 days of final completion of project. Prior to actual cancellation, you, your attorney and engineer will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.
    d. Under no circumstances is it appropriate to use remaining funds as contributions to a new project outside the scope of the funded project.
    e. Loan funds that are not needed will be cancelled (de-obligated) prior to loan closing.

41. **Technical, Managerial and Financial Capacity** - It is required that members of the Board of Directors, City Council members, trustees, commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for additional information.

42. **Reporting Requirements Related to Expenditure of Funds** -- An annual audit under 2 CFR 200 is required if you expend $750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law and must be submitted within 9 months of your fiscal year end. Both the audit and accompanying management report must be submitted for review.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy of that agreement to the Agency prior to the advertisement of construction bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN

43. Prepayment and Extra Payments - Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower, with no penalty.

Security instruments, including bonding documents, must contain the following language regarding extra payments, unless prohibited by State statute:

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Agency debt, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of borrower to pay the remaining installments as scheduled in your security instruments.

44. **Annual Financial Reporting/Audit Requirements** – You are required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official, and will consist of financial information, a current rate schedule, and listing of board members with their terms. Financial statements must be prepared on an accrual basis of accounting in accordance with generally accepted accounting principles (GAAP). The annual report will include separate reporting for each water and waste disposal facility, and itemized cash accounts by type (debt service, short-lived assets, etc.) under each facility. All records, books and supporting material are to be retained for three years after the issuance of the annual report. Technical assistance is available, at no cost, with preparing financial reports.

The type of financial information that must be submitted is specified below:

a. **Audits** – An audit under the Single Audit Act is required if you expend $750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

   See Section VI for additional information regarding audits.

b. **Financial Statements** – If you expend less than $750,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include, at a minimum, a balance sheet and an income and expense statement. You may use Form RD 442-2, "Statement of Budget, Income and Equity," and 442-3, "Balance Sheet," or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.

45. **Annual Budget and Projected Cash Flow -** Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. The budget must be signed by the appropriate borrower official. Form RD 442-2, "Statement of Budget, Income and Equity," or similar format may be used.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system, as well as completing the annual budget.

46. **Graduation -** By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines you can obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance. Your ability to refinance will be assessed every other year for those loans that are five years old or older.

47. **Security/Operational Inspections** – The Agency will inspect the facility and conduct a review of your operations and records management system and conflict of interest policy every three years for the life of the loan. You must participate in these inspections and provide the required information.

48. **System for Award Management**. You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Further information can be found at paragraph 33 of this letter.

49. **Risk and Resiliency Assessment/Emergency Response Plan (RRA/ERP)** – The RRA/ERP is further outlined under Section III of this letter. You will be required to submit a certification to the servicing office every five years that the RRA/ERP is current and covers

all sites related to the facility. The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters and other emergency events. It should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. Technical assistance is available in preparing these documents at no cost to you.

50. Insurance. – Insurance requirements are further outlined in Section IV of this letter. You will be required to maintain insurance on the facility and employees as previously described in this letter for the life of the loan.

51. **Statutory and National Policy Requirements** – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.

b. **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.

c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.

d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

e. **Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled,

"Improving Access to Services by Persons with Limited English Proficiency" and further affirmed in the USDA Departmental Regulation 4330-005, "Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA."

f. **Controlled Substances Act** - Even though state law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Controlled Substances Act should be directed to the Servicing Official who will contact the Office of General Counsel, as appropriate.

52. **Compliance Reviews and Data Collection** – Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter.

If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

SECTION VIII – REMEDIES FOR NON-COMPLIANCE

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of Agency regulations, statutes, and other applicable policies.

We look forward to working with you to complete this project. If you have any questions, please contact Andria Cox at 970-592-9027 or by e-mail at andria.cox@usda.gov

Sincerely,

Andria Cox

Andria Cox
Community Programs Specialist

Attachments

cc: Duane Dale, Community Programs Director
Ryan Brong, Burns & McDonnell
Andy Gupta, USDA Rural Development State Engineer

FORMS and BULLETINS:

Form AD-3031 "Assurance Regarding Felony Convictions or Tax Delinquent Status for Corporate Applicants" – Item 30
Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy" - Item 15
Form RD 440-22, "Promissory Note" – Item 6
Form RD 442-2, "Statement of Budget, Income and Equity" – Items 45 and 46
Form RD 442-3, "Balance Sheet" – Item 45
Form RD 442-7, "Operating Budget" – Item 20
Form RD 442-20, "Right-of-Way Easement" – Item 14
Form RD 442-21, "Right-of-Way Certificate" – Item 14
Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way" – Item 14
Form RD 1940-1, "Request for Obligation of Funds" – Pages 1 and 2
Form RD 1942-8, "Resolution of Members or Stockholders" – Item 6
Form RD 1942-46, "Letter of Intent to Meet Conditions" – Page 2
Form RD 3550-28, "Authorization Agreement for Preauthorized Payments" – Items 32 and 33
SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" – Item 24
RUS Bulletin 1780-7, "Legal Services Agreement" – Item 13
RUS Bulletin 1780-9, "Water Users Agreement" - Items 15 and 17
RUS Bulletin 1780-12, "Water and Waste System Grant Agreement" – Item 6
RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance" – Items 11 and 12
RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)" – Item 6
RUS Bulletin 1780-28, "Loan Resolution Security Agreement" – Item 6

City Council Meeting
Date: July 18, 2023
Staff: Chris Cross
City Administrator

AM 2023-115
Public Hearing☐

SUBJECT FOR DISCUSSION

Authorize the Mayor to execute an agreement to lease 150 Acre Feet Equivalent Colorado Big Thompson water units to Platte River Power Authority

SUMMARY STATEMENT/BACKGROUND DISCUSSION

PRPA is in need of the CBT water to utilize in their operation. The 70% quota would require a minimum of 214 C-BT units to yield 150 acre feet in Water Year 2023. The City does have the additional C-BT at this point to lease out. PRPA will pay $250 per acre foot for an amount totaling $37,500.

FINANCIAL CONSIDERATIONS

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

LEGAL/POLITICAL CONSIDERATIONS

The City Water Attorney has been involved during the writing of this agreement and approves of its final form.

ALTERNATIVES/OPTIONS

- Approve a different amount
- Do not approve

STAFF RECOMMENDATIONS

Staff recommends authorization by the Mayor to execute the agreement with Platte River Power Authority to lease CBT shares of water.

Attachments: a. Agreement with Platte River Power Authority

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

_____ City Clerk

_____ Date

AGREEMENT TO LEASE WATER

This Agreement to Lease Water ("LEASE") is made and entered into this ___ day of _____, 2023 ("Effective Date") by and between the City of Fort Lupton, a Colorado statutory city, acting by and through its Utility Enterprise (the "City") and Platte River Power Authority, a political subdivision of the State of Colorado ("Lessee"), collectively referred to as "the Parties."

RECITALS

A. The City is an Allottee of 3,137 Units of Colorado-Big Thompson project water ("C-BT units") through a contract with the Northern Colorado Water Conservancy District ("Northern"); and

B. Lessee wishes to lease 150 acre feet of water for its operational needs during the period from the Effective Date through October 31, 2023 ("Lease Year 2023"); and

C. The City has determined that it has surplus C-BT units for Lease Year 2023 sufficient to yield 150 acre feet of water, and therefore Lessee has requested a lease of sufficient C-BT units currently allocated to City to yield 150 acre feet of water in Lease Year 2023; and

D. Lessee desires to lease C-BT units sufficient to yield 150 acre feet in Lease Year 2023 for industrial or irrigation use at Rawhide Energy Station located at 2700 East County Road 82, Wellington, Colorado 80549 and the City desires to lease such C-BT units to Lessee on the terms and conditions set forth below.

NOW THEREFORE, for and in consideration of the mutual promises and covenants of the Parties, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Subject to the terms of this Lease, the City hereby leases to Lessee sufficient C-BT units allotted to the City for the Lease Year 2023 to yield 150 acre feet of water ("Leased Water").
2. The lease rate for the Leased Water will be $250 per acre foot, for a total lease payment of $37,500 (the "Payment"), which will be payable in check or certified funds within 30 days following the Effective Date of this Lease, as payment in full for the rights conveyed by this Lease. The Parties agree that Leased Water shall not be delivered to Lessee until Lessee has paid the total Payment.
3. Within 15 days of the Payment by Lessee, the City will transfer all C-BT units for Lease Year 2023 sufficient to yield 150 acre feet into Lessee's C-BT account with Northern.
4. Lessee will be responsible for compliance with Northern's rules, regulations and policies regarding subleasing of C-BT units. The City will reasonably cooperate with Lessee to obtain necessary approvals, if any, under Northern's rules, regulations and policies. The C-BT units leased to Lessee are for the exclusive use of Lessee and may not be leased or conveyed to others for first use except by written permission from the City.
5. The delivery point of Leased Water leased to Lessee under this Lease will be delivery features owned and operated by Northern. Lessee may designate one or more specific delivery points provided the delivery points conform to Northern's rules, regulations, and guidelines for the delivery of such water. Lessee will bear any water losses or reduction in yield associated

with conveyance of the Leased Water from the delivery point to any location where Lessee may use the water.

6. The City makes no express or implied warranties concerning either the quality of the Leased Water or the purposes for which the Leased Water is suitable. Lessee shall not make any claim against the City arising from the quality of Leased Water made available pursuant to this Lease, and the City shall not have water treatment responsibility under this Lease.

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

8. This Lease represents the complete agreement of the Parties concerning its subject matter and may not be modified or amended except by a written instrument that specifically references this Lease and is signed by the Parties through their duly authorized representatives.

9. The terms and provisions of this Lease are binding upon the Parties, their successors and assigns.

10. This Lease is effective as of the Effective Date and will continue through October 31, 2023.

11. Notices and inquiries shall be made as follows:

    City of Fort Lupton
    Chris Cross
    130 South McKinley Ave.
    Fort Lupton, CO 80621

    Platte River Power Authority
    Heather Banks, Fuels & Water Manager
    2000 East Horsetooth Rd.
    Fort Collins, CO 80526

12. Lessee is responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, as a result of any action or omission of Lessee or its officers, employees, and agents, in connection with the performance of this Lease. The City is responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, as a result of any action or omission of the City or its officers, employees, and agents, in connection with the performance of this Lease. Nothing in this Lease is intended to constitute a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.*, as applicable now or hereafter amended.

13. This Lease is governed by the laws of the state of Colorado (exclusive of choice-of-law principles), and venue for any litigation related to this Lease will be Larimer County, Colorado or the Water Court for Water Division 1 in the State of Colorado.

    If a court of competent jurisdiction holds any provision of this Lease invalid or unenforceable, the other provisions of this Contract remain valid.

PLATTE RIVER POWER AUTHORITY

By: _____
Jason Frisbie, General Manager/CEO

CITY OF FORT LUPTON, acting by and through its Utility Enterprise

By: _____
Zo Hubbard, Mayor

ATTEST:

By: _____
Maricela Peña, City Clerk

Approved as to form:

_____
General Counsel

City Council Meeting
Date: July 18, 2023
Staff: Mari Peña,
City Clerk

AM 2023-110
Public Hearing☒

SUBJECT FOR DISCUSSION

Seeking Consideration by the Fort Lupton City Council Acting as the Local Licensing Authority for an Application Submitted by Everyday Stores LLC dba Everyday 5722 for a Fermented Malt Beverage and Wine License at 104 Denver Avenue

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Everyday Stores LLC dba Everyday 5722 has submitted an application for a Fermented Malt Beverage and Wine License at 104 Denver Avenue. The application was received May 25, 2023, and deemed complete June 1, 2023.

At the June 20, 2023, City Council meeting, staff presented the application to the City Council, acting as the Local Licensing Authority, with Resolution 2023R019, "Establishing the Neighborhood" as the entire City of Fort Lupton city limits. The resolution also set the Public Hearing for July 18, 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 July 17, 2023. As of May 14, 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 and Wine 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. Everyday 5722 is not located within 500 feet of a retail liquor store.

The Statute also states that the applicant is to produce evidence supporting the "needs and desire" of the neighborhood (city limits). Liquor Licensing Professionals, LLC dba Liquor Pros was hired by the applicant to obtain signatures from residents regarding the license. On July 7, 2023, Alcohol Petitioning Services, LLC submitted a petition with results as followed:

Total door knocks:	267
Persons who signed the petition:	
Persons who declined to sign the petition:	12
Ineligible contacts: (younger than 21; Nonresident; non-English speaking; not a business owner or manager)	12
No answer at the door knock:	152

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 Fermented Malt Beverage and Wine 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, Erika M. Kaiser is in attendance as well as representatives from Liquor Pros are presesent 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 Liquor Pros Including a Map and Petitions
b. Application

LiquorPros

July 1, 2023

RESULTS OF THE LIQUOR LICENSE SURVEY REGARDING: **Everyday #5722**
104 Denver Avenue
Fort Lupton, CO 80621

Applicant: Everyday Stores, LLC
Purpose: Application for a Fermented Malt Beverage and Wine License

ISSUE: A petition was circulated to determine if the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Those in favor of Everyday #5722 being granted a Fermented Malt Beverage and Wine License indicated by checking the "Favor – YES" column of the signature sheet and those opposed checked the "Oppose - NO" column. The results were as follows:

Favor "YES"		Oppose "NO"		TOTAL SIGNATURES
92%	**84**	**8%**	**7**	**91**

SURVEY STATISTICS

	Favor "YES"		Oppose "NO"		TOTAL
Business IN Survey Results	95%	37	5%	2	39
Residential IN Survey Results	90%	47	10%	5	52
Business OUT Survey Results	---	0	---	0	0
Residential OUT Survey Results	---	0	---	0	0

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

	BUSINESS	RESIDENTIAL	TOTAL
No Response	7	145	152
Declined to Participate	4	8	12
Not Qualified to Sign	5	7	12
Disqualified	0	0	0
"No" Signatures	2	5	7
"Yes" Signatures	37	47	84
TOTAL CONTACTS & ATTEMPTS	55	212	267

SURVEY STATISTICS Everyday #5722- FORT LUPTON

>Number of Businesses and Residents Contacted:	267	Attempts – 152	No Response =	115
>Business Survey Participation Rate:	39	Signatures/ 43	Qualified Contacts =	91%
>Residential Survey Participation Rate:	52	Signatures/ 60	Qualified Contacts =	87%
>Percentage of Residents Home During Survey:	67	Contacts/ 212	Attempts =	32%

REASONS FOR OPPOSITION SIGNATURES		REASONS FOR DECLINING TO PARTICIPATE	
Enough/Too Many	4	Not Interested	8
No Reason	3	Do Not Sign Any Petitions/Surveys	3
Total	**7**	Too Busy	1
		Total	**12**
		NOT QUALIFIED CONTACTS	
		Under 21	7
		Owner/Manager Unavailable	5
		Total	**12**

PETITION METHODOLOGY

- Survey Date and Times:

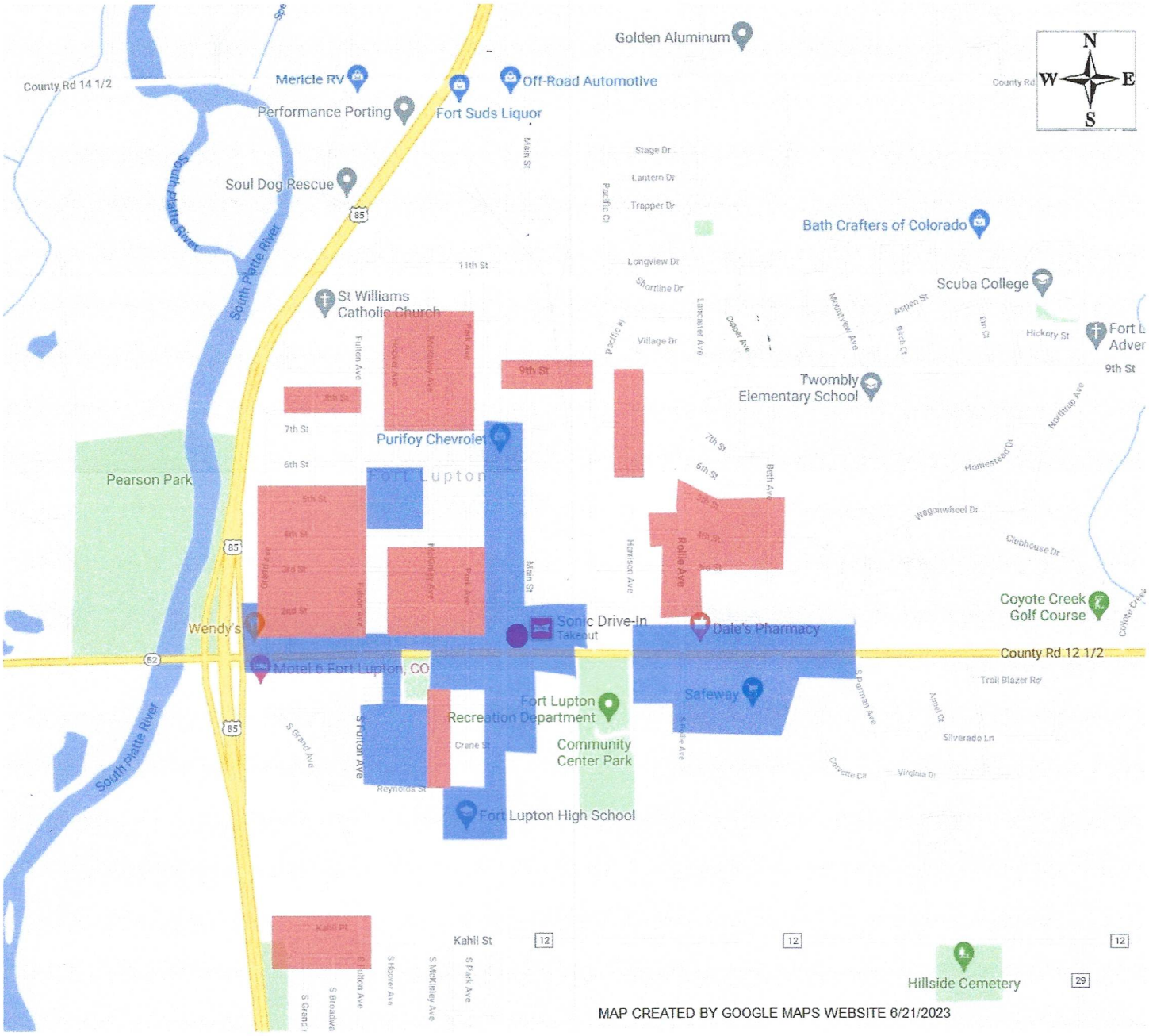
Business & Residential:	Tuesday	June 27, 2023	9:00 am – 7:00 pm

- Survey Areas: Circulators started in areas closest to the proposed licensed site and obtained samples throughout the boundary area. Please see the attached map.

- Circulators of the Survey: There was one circulator for this survey. Prior to the start of the survey, the circulator was briefed on the type of liquor license application, the areas to be surveyed and reminded to remain unbiased in their approach to residents and businesspeople. The circulator had with them a face sheet with the applicant business name, location and hearing information, instructions, and the petition/survey issue along with signature sheets and a map of the proposed location. The circulator used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. Upon conclusion of the survey, the circulator signed notarized affidavits of circulation. The survey packets were pre-filed with the Fort Lupton City Clerk's Office.

Report prepared and respectfully submitted by,

Eva L. Garretson
Liquor Licensing Professionals, LLC



MAP CREATED BY GOOGLE MAPS WEBSITE 6/21/2023

Everyday #5722
104 Denver Avenue
Fort Lupton, CO 80621

APPLICATION FOR A RETAIL FERMENTED MALT BEVERAGE AND WINE LIQUOR LICENSE

LiquorPros
LiquorPros@msn.com
719.390.8844
www.LiquorPros.com

SURVEY RESULTS

BUSINESS AREAS COVERED IN SURVEY

RESIDENTIAL AREAS COVERED IN AREA

SURVEY DATES:
JUNE 27, 2023

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

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

Everyday Stores, LLC
d/b/a: **Everyday 5722**
Address: 104 Denver Avenue, Fort Lupton, CO 80621
Application for a **NEW Retail Fermented Malt Beverage and Wine License**

A **PUBLIC HEARING** will be held before the City of Fort Lupton, on **Tuesday, July 18th, 2023, at 6:00 p.m.**
at the **City Council Chambers at City Hall** 130 South McKinley Avenue, Fort Lupton, Colorado

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

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

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

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

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

Today's Date w/ Year	Printed Name / Signature	Business Name / Business Address	Age	In Favor of License	Opposed to License	Reason / Circle Owner or Manager
6/27/23	Gurjeet Singh / Gurjeet singh	Everyday / 104 Denver Av	25	✓		1 Owner Manager
6/27/23	Leo Gerard / [illegible]	Sonic / 809 1st St. Lupton	27	✓		2 Owner Manager
6/27/23	Dawn Koshio / Dawn Koshio	Fort Lupton Pack & Ship 810 1st St. Fort Lupton, CO	63	✓		3 Owner Manager
6/27 23	Kobic Haines / [illegible]	O'Reilly Auto Parts 100 S Harrison ave	21	✓		4 Owner Manager
6/27 23	Ben A. Ibarra / [illegible]	ACE Hardware 201 S. Rollie Ave	75	✓		5 Owner Manager

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

Today's Date w/Year	Printed Name / Signature	Business Name / Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager	
6/27/23	James Jaramillo	Grease Monkey	21	X		Owner Manager	1
		1160 Dexter St					
6/27/23		Nikki Long State Farm	23	X		Owner Manager	2
	Sienna Long	1200 Dexter St W11 Fort Lupton, CO					
6/27/23	Jacob Jara	Dominos	22	X		Owner Manager	3
	Jacob Jara	1200 Dexter St W4					
6/27/23	Mary Ickler	Low Dollar Outlet 1200 Dexter W7	53	X		Owner Manager	4
	Mary Ickler	Low Dollar Outlet					
6/27/23	Kayla D	Great Clips	32	X		Owner Manager	5
	Kayla Davis	1200 Dexter W5					
6-27-23	Tram Ngung	Elite Nails	42	X		Owner Manager	6
		1200 Dexter W4					
6/27/23	Alyssa Teixeira	Apache Pipe & Tobacco	32	X		Owner Manager	7
	Alyssa	1200 dexter W3					
6/27/23	Jane Wakefield	Subway	59		X	Owner Manager	8
	Jane Wakefield	1200 dexter W2					
6-27-23		Great Wall	48	✓		Owner Manager	9
		1200 Dexter W1					
6/27/23	Karla Garcia	Safe wax	42	✓		Owner Manager	10
		1300 Dexter					
6/27/23	Alan Diaz	Little Ceasers	21	✓		Owner Manager	11
	Alan D	1400 B Dexter					
6-27-23	Nicole Wine	Whipsaw	42	✓		Owner Manager	12
		1400 Dexter A					
6-27-23	Mandit Sims	7-11	43	✓		Owner Manager	13
		1400 2nd					

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

Today's Date w/Year	Printed Name / Signature	Business Name / Business Address	Age	Favor YES X	Oppose NO X	Reason (Circle Owner or Manager)	
6/27/23	Toni Trujillo	True Dental Smiles / 110 Copper Pl	35	X		Owner Manager	1
6/27/23	Andres Ybarra	Autozone / 1300 2nd St	26	X		Owner Manager	2
6/27/23	Christine Liem	Hard Bean / 107 Dales Place	49	X		Owner Manager	3
6/27/23	Josiah Schissler / Josiah Schissler	Dales Pharmacy / 105 Dales Place	31	X		Owner Manager	4
6/27/23	Bryan Johnke	Napa / 214 Denver Ave	26	X		Owner Manager	5
6/27/23	Minne Ortiz	Hands on PT / 150 Main St #2	49	✓		Owner Manager	6
6/27/23	Miriah Rolane / Miriah Rolane	Hometown Nutrition / 150 Main St. Ste 3	30	✓		Owner Manager	7
6/27/23	Isabela Armenta / Isabela	150 Main St Ste 4 / revolution	27	✓		Owner Manager	8
6/27/23	Olivia Luna / Olivia	Juarez. / 300 Denver Ave	58	✓		Owner Manager	9
6/27/23	Lindsey Hernandez	336 Denver Ave / Salon 336	40	X		Owner Manager	10
6/27/23	Debe Bell / Debe Bell	John Dent Law / 332 Denver Ave	71		X	Owner Manager	11
6/27/23	Salmon Silva	Abarrotes Santa Cruz / 336 Denver Av.	33	X		Owner Manager	12
6/27/23	Eric Frey	410 Denver Av / Wholly Guacamole	49	X		Owner Manager	13

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

Today's Date w/Year	Printed Name / Signature	Business Name / Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager	
6/27/23	Samantha Glover	The Kindly Made Cup	27	X		Owner Manager	1
		721 4th St #D					
6/27/23	Valerie Luna	BEE-OCH Organics	31	X		Owner Manager	2
		721 4th St Suite C					
6/27/23	Crotty Mullet	415 Denver Ave	78	X		Owner Manager	3
		Farmers					
6/27/23	Phil DeVisser	A Natural Way	64	X		Owner Manager	4
	Phil DeVisser	333 Denver					
6/27/23	Brenda Reyes	Ft Lupton Visa's	31	X		Owner Manager	5
		301 Denver Ave					
6/27/23	Rafael Ruiz	mustache bar	45	X		Owner Manager	6
		201 Denver Ave					
6/27/23	Maria Marroquin	2130 Main St	39	X		Owner Manager	7
		la michoacana.					
6/27/23	Laura Flores	Family Dollar	27	X		Owner Manager	8
		130 Denver St.					
						Owner Manager	9
						Owner Manager	10
						Owner Manager	11
						Owner Manager	12
						Owner Manager	13

MAP CREATED BY GOOGLE MAPS WEBSITE 6/21/2023

Everyday #5722
104 Denver Avenue
Fort Lupton, CO 80621

APPLICATION FOR A RETAIL FERMENTED MALT BEVERAGE AND WINE LIQUOR LICENSE

LiquorPros
LiquorPros@msn.com
719.390.8844
www.LiquorPros.com

~ AFFIDAVIT OF CIRCULATION ~

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

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

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

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

Signature of Circulator

State of Colorado)
) ss.
County of El Paso)

Subscribed and sworn to before me this 1st day of July, 2023

Notary Public

EVA L. GARRETSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024024959
MY COMMISSION EXPIRES SEPTEMBER 16, 2023

My Commission expires: September 16, 2023

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

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

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d/b/a: **Everyday 5722**
Address: 104 Denver Avenue, Fort Lupton, CO 80621
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- **You have read or had read to you the petition in its entirety and understand its meaning.**
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PETITION ISSUE: If you **SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **Favor "YES".**

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

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

Today's Date w/ Year	Printed Name / Signature	Address	Age	In Favor of License	Opposed to License	Reason	
6/27/23	Ben A Ibarra / [illegible]	210 Harrison Ave Ft.	49	yes			1
6/27/23	Luis Flores / Luis Flores	1401 9th St lot 12	21	✓			2
6/27/23	Haley mccay / Haley McCay	316 3rd st.	30	✓			3
6/27/23	Lona Gonzo / Lona Gonzo	314 3rd St	29	✓			4
6/27/23	Mary Icker / Mary Icker	214 Beech Ave	53	✓			5

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

Today's Date w/Year	Printed Name / Signature	Street Address	Age	Favor YES "X"	Oppose NO "X"	Reason	
6/27/23	Alyssa Teixeira / Alyssa T	1401 9th St. #97	32	X			1
6/27/23	Alan Diaz / Alan D	1822 oak st	21	X			2
6/27/23	Sara Diaz / [illegible]	1822 oak st	21	✓			3
6/27/23	Toni Trujillo / [illegible]	15497 CR 10	35	✓			4
6/27/23	Andres Vbarr / am [illegible]	1700 14th st.	27	✓			5
6/27/23	Ryan Sweeney / [illegible]	525 bonneville Ave	39	✓			6
6/27/23	Efren Lozoya / Lozo [illegible]	320 mustang Ave	21	✓			7
6/27/23	Annie Begger / Annie Bgg	1005 Lantern Dr.	23	✓			8
6/27/23	Gerard Begger / Gerard Bgg	1005 Lantern Dr.	64	✓			9
6/27/23	Jenni Begger / Jenni Begger	1005 Lantern Dr	21	✓			10
6/27/23	Bryan Johnston / [illegible]	430 Bonneville Ave	26	✓			11
6/27/23	Isaiah Cardenas / [illegible]	720 2nd street	21	✓			12
6/27/23	[illegible] / Minnie Oz	1321 8th Street	49	✓			13
6/27/23	Louise Salinas / Louise Salinas	935 S McKinley Ave	48	✓			14

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

Today's Date w/Year	Printed Name / Signature	Street Address	Age	Favor YES "X"	Oppose NO "X"	Reason	
6/27/23	Isabela Amet / Isabela Amet	15374 Good Ave	27	✓			1
6/27/23	Noah Sena / Noah Sena	4190 Holly St	21	✓			2
6/27/23	Olivia Luna / Olivia Luna	308 Wagonwheel Dr.	55	✓			3
6/27/23	Terri Aragon / Theresa Aragon	1332 5th St	73	✓			4
6/27/23	Alma Ramirez / Alma Ramirez	1301 5th St	50	✓			5
6/27/23	Debe Bell / Debe Bell	135 4th St. Ft. Lupton	71		X	too many already	6
6/27/23	Debe Bell / Debe Bell	205 McKinley	71		X		7
6/27/23	Debe Bell / Debe Bell	457 2nd St.	71		X		8
6/27/23	Debe Bell / Debe Bell	737 Hoover	71		X		9
6/27/23	Jazmin Sims / [illegible]	135 main St Fort lupton co 80621	33	X			10
06/27/23	Samantha Glover / [illegible]	7141 County Road 31	27	X			11
06/27/23	Logan Glover / [illegible]	7261 County Road 31	22	X			12
6/27/23	Tiffany Garcia / Tiffany Garcia	1909 Caroline Ave.	28	X			13
6/27/23	Valerie Luna / Valerie Luna	1002 Shortline Dr.	31	X			14

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

Today's Date w/Year	Printed Name / Signature	Street Address	Age	Favor YES "X"	Oppose NO "X"	Reason	
6-27-2023	Richard Struck / Richard Struck	281 Kahil Pl Ft. Lupton, CO	76	X			1
6-27 2023	Dale O. Hunt / D O Hunt	305 3rd ST Ft. Lupton, CO	72	X			2
6/27/23	LINDA HUNT / Linda Hunt	305 3RD St. FORT LUPTON, CO	75		X		3
6/27/23	Brenda Reyes / Brenda Reyes	346 Beckworth Ave F	31	X			4
6/27/23	Jorge Reyes / Jorge Reyes	346 Beckworth Ave	30	X			5
6/27 6/27	Delilah Rodello / Delilah Rodello	811 Rollie Ave	36	X			6
6/27 6/27	Steve Reyes / Steve Reyes	811 Rollie Ave	30	X			7
6/27/23	Laura Flores / Laura F.	230 11th St.	27	X			8
6/27/23	Zobeyda Flores / Zobeyda Flores	230 11th St.	31	X			9
6/27/23	Richard Carmer / [illegible]	230 11th St.	62	X			10
6/27/23	Jani Barker / [illegible]	612 McKinley Ave	24	✓			11
6/27/23	Wayne Barker / Wayne Bar	612 McKinley Ave	60	✓			12
6/27/23	Gayle Lucy / Gayle Lucy	246 S. Park ave	50	✓			13
6/27/23	Chuck Lucy / Chuck Lucy	246 S. Park ave	53	✓			14

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

Today's Date w/Year	Printed Name / Signature	Street Address	Age	Favor YES "X"	Oppose NO "X"	Reason	
4-22-23	Henry Byers / Henry Byers	226 S. park ave	75	✓			1
4/22/23	Wenda Byers / Wenda Byers	226 S. Park ave	69	✓			2
4/22/23	Shelly Byers / Shelly Byers	226 S. Park ave	34	✓			3
4/27/23	lisa Snider / Lisa Snider	154 S. PARK AVE	32	✓			4
4/27/23	GARY Snider / [illegible]	154 SPARK AVE	34	✓			5
							6
							7
							8
							9
							10
							11
							12
							13
							14

Everyday #5722
104 Denver Avenue
Fort Lupton, CO 80621

APPLICATION FOR A RETAIL FERMENTED MALT BEVERAGE AND WINE LIQUOR LICENSE

LiquorPros
LiquorPros@msn.com
719.390.8844
www.LiquorPros.com

~ AFFIDAVIT OF CIRCULATION ~

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

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

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

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

Signature of Circulator

State of Colorado)
) ss.
County of El Paso)

Subscribed and sworn to before me this 1st day of July, 2023

Notary Public

EVA L. GARRETSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024024959
MY COMMISSION EXPIRES SEPTEMBER 16, 2023

My Commission expires: SEPTEMBER 16, 2023

DR 8403 (02/28/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

RECEIVED
MAY 25 2023
BY: .....

Colorado Beer and Wine License Application

This application only applies to Fermented Malt Beverage On-Premises, Fermented Malt Beverage On/Off-Premises, and Fermented Malt Beverage and Wine Retailer.

☐ New License ☒ New-Concurrent ☐ Transfer of Ownership

- **All answers must be printed in black ink or typewritten**
- **Applicant must check the appropriate box(es)**
- **Local license fee $ _____**
- **Applicant should obtain a copy of the Colorado Liquor and Beer Code:** SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an

☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

☐ Individual ☒ Limited Liability Company ☐ Association or Other

2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation EVERYDAY STORES LLC		FEIN [redacted]
2a. Trade Name of Establishment (DBA) EVERYDAY 5722	State Sales Tax No. [redacted]	Business Telephone 303-857-4408
3. Address of Premises (specify exact location of premises) 104 DENVER AVE.		

City	County	State	ZIP Code
FORT LUPTON	Weld	Co.	80621

4. Mailing Address (Number and Street)	City or Town	State	ZIP Code
1360 W. 13 Ave.	Broomfield	Co.	80020

5. Email Address [redacted]	Home Phone Number [redacted]

6. If the premises currently has a liquor or beer license, you MUST answer the following questions

Present Trade Name of Establishment (DBA)	Present State License No.	Present Class of License	Present Expiration Date

Section A Nonrefundable Application Fees		Section B Fermented Malt Beverage License Fees	
☐ Application Fee for New License	$1,100.00	☐ Retail Fermented Malt Beverage On-Premises (City)	$96.25
☒ Application Fee for New License - w/Concurrent Review	$1,200.00	☐ Retail Fermented Malt Beverage On-Premises (County)	$117.50
☐ Application Fee for Transfer	$1,100.00	☐ Retail Fermented Malt Beverage and Wine (City)	$96.25
		☐ Retail Fermented Malt Beverage and Wine (County)	$117.50
		☐ Retail Fermented Malt Beverage On/Off-Premises (City)	$96.25
		☐ Retail Fermented Malt Beverage On/Off-Premises (County)	$117.50
		☐ Master File Location Fee ..... $25.00 x _____ Total _____	
		☐ Master File Background ..... $250.00 x _____ Total _____	

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**
			$

mailed 5/31/23

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. Submit originals to local authority
- ☐ E. Additional information required by the local licensing authority

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 control (fences, walls, etc.)
- ☐ C. Separate diagram for each floor (if multiple levels)
- ☐ D. Bold/Outlined licensed premises

III. Proof of Property Possession (One Year Needed)

- ☐ A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk
- ☐ B. Lease in the name of the applicant ONLY (matching question #2)
- ☐ C. Lease Assignment in the name of the applicant (ONLY) with proper consent from the Landlord and acceptance by the applicant
- ☐ D. Other agreement if not deed or lease

IV. Background Information (DR 8404-I) and Financial Documents

- ☐ A. Individual History Record(s) (Form DR 8404-I) 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. Master File applicants submit results to the State.
  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.

V. Sole Proprietor/Husband and Wife Partnership (if applicable)

- ☐ A. Form DR 4679
- ☐ B. Copy of State Issued Driver's License or 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 Authorization if foreign LLC (out of state applicants only)

	Yes	No
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?	☐	☒
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 See attachment		
9. Has the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.	☐	☒
10. Is the proposed Fermented Malt Beverage and Wine Retailer license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.	☐	☒
11. Is the proposed Fermented Malt Beverage and Wine Retailer license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.	☐	☒
12. Are you applying for a Fermented Malt Beverage On and Off Premises License? If yes, answer subparts a and b. If No, go to question 13.	☐	☒
(a) The FMB On/Off is located in a county with a population of > 35,000.	☐	☒
(b) The FMB On/Off is located in an "underserved area" within a county with population of < 35,000 but lies outside of a municipal boundaries or is a city or town with population of > 75,500.	☐	☒
Note - The population is determined from the recently available United States Census Bureau.		
13. 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 current or former financial interest in said business including any loans to or from a licensee. See attachment	☒	☐
14. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of 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	Tenant	Expires
Super America LLC	EVERYDAY STORES LLC	12-31-2033

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 13. ☐ ☒

c. Attach a diagram or designate 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".

15. 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	First Name	Date of Birth	FEIN or SSN	Interest
N/A				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest

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.

16. Name of Manager(s) for all on premises applicants.

Last Name	First Name	
SINGH	AVRINDER	[redacted]

17. 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. ☐ ☒

18. Tax Information.	Yes	No
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?	☐	☒
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.?	☐	☒

19. 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 to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name	Home Address, City & State	Date of Birth	Position	% Owned
Harbans S. Lali	1360 W. 13 Ave. Broomfield, CO 80020	[redacted]	Member	91%
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	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.

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	Printed Name and Title	Date
Harbans Singh Lali	Harbans S. Lali, Member	5/23/23

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 44-3-311(1) C.R.S.

Each person required to file DR 8404-I has been:

☐ Fingerprinted Master file

☐ 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 August 2023

☒ Upon approval of state licensing authority

☒ New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

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	Printed Name	Title	Date
Signature (attest)	Printed Name	Title	Date

EVERYDAY STORES LLC
dba Everyday 5722
104 Denver Ave., Fort Lupton, CO 80621

Attachment to Form DR 8403

Question 8(c) suspensions:

Everyday Store, 17840 Cottonwood Drive, Parker, CO 80134, State license no. 18-26348-0017 had the following violations:
Sale of alcohol to a minor on July 12, 2005—received a warning.
Sale of alcohol to a minor on June 1, 2007—active suspension for 5 days and 5 days in abeyance
Sale of alcohol to a minor on May 31, 2008—active suspension for 10 days and 20 days in abeyance for 2 years
Sale of alcohol to a minor on November 18, 2011—active suspension for 7 days; none in abeyance

Everyday Store, 10610 Longs Way, Parker, CO 80138, State license no. 18-26348-0016 had the following violations:
Sale of alcohol to a minor on May 31, 2008—received a warning
Sale of alcohol to a minor on November 18, 2011—active suspension for 3 days; 4 days held in abeyance for one year
Sale of alcohol to a minor on February 22, 2014—active suspension for 5 days; 10 days held in abeyance for one year. Fine in lieu of suspension was granted.
Sale of alcohol to a minor on December 11, 2019—active suspension for 14 days; all paid by fine in lieu of suspension.

Everyday Store, 7990 N. Federal Blvd., Westminster, CO 80030, State license no. 18-26348-0019 had a sale of alcohol to minor violation in June 2016—5 days held in abeyance and 5 days fine in lieu of suspension.

Everyday Store, 1275 13th St., Boulder, CO 80302 had the following violations:
Sale to minor in 2015—22 days suspended with 8 served and 14 days in abeyance.
Sale to minor in 2016—44 days suspension, all served.

Everyday Store 5710, Greeley, Colorado: Sale to minor in 2015—10 days suspended with 3 served and 7 days in abeyance.

Everyday Store, 799 E. College Dr., Durango, CO 81301 had sale to minor on September 10, 2015—10 days suspended with 5 served and 5 days held in abeyance.

Everyday Store 5709, Garden City, Colorado had a sale to minor in July 2018—10 days suspended with 5 days served and 5 days held in abeyance.

Everyday Store 5705, 4595 Pecos St., Denver, CO had a sale to minor on January 29, 2021 and sale to minor on December 16, 2022 (5 day suspension).

Attachment to Form 8403 Question 13

EVERYDAY STORES, LLC

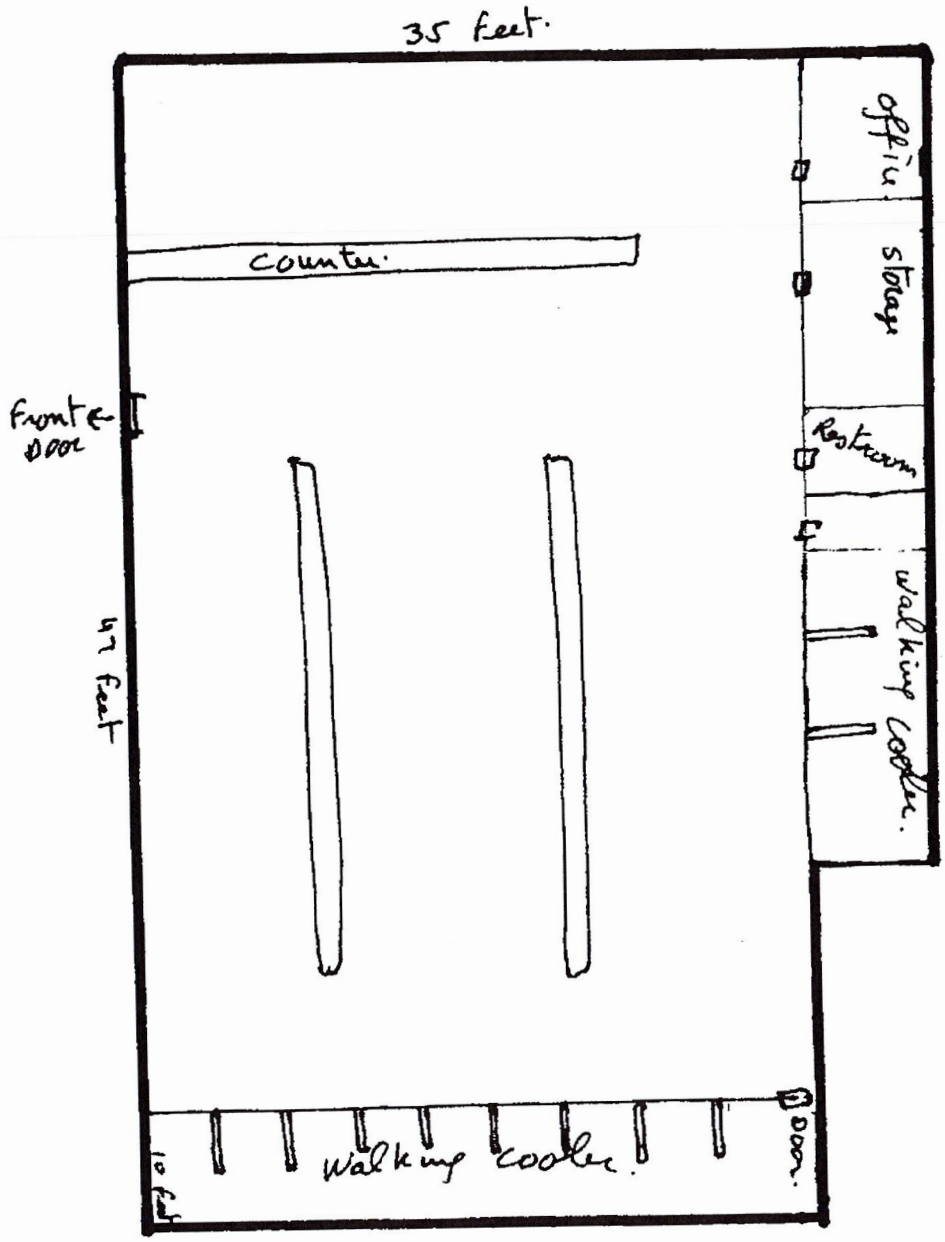
STORE #	MANAGER	STORE NO.	MANAGER CELL	ADDRESS
5700	Padam	303-473-9735	303-913-6895	1275 13th St. Boulder, CO 80302
5703	Singh	719-634-6331	720-288-8359	1823 N Circle Dr. Colorado Springs, CO 80909
5705	Gandip	303-433-1815	720-695-2884	4595 Pecos St. Denver, CO 80211
5707	Natasha	970-247-0988	970-764-8866	799 E College Dr. Durango, CO 81301
5709	Himala	970-352-8823	720-625-9879	2603 8th Ave. Greeley, CO 80631
5723	[illegible]	303-651-3694	720-505-1525	900 KEN. Pratt Bl. Longmont Co
5711	Nirankar	970-352-8968	720-625-9879	504 11th Ave. Greeley, CO 80631
5713	Joyce	303-989-3863	720-394-5490	1090 S Union Blvd. Lakewood, CO 80228
5714	Dilbag	303-989-7040	720-240-3858	12015 W Cedar Dr. Lakewood, CO 80226
5715	Jim Garcia	970-264-5907	Jim: 970-946-8286 Pat: 970-749-1492	300 E Pagosa St. Pagosa Springs, CO 81147
5716	Jan	303-841-0602	720-381-8589	10610 S Longs Way Parker, CO 80134
5717	Prabesh	303-680-6901	720-862-8955	17840 Cottonwood Dr. Parker, CO 80134
5718	Frank	970-785-6173	720-589-1484	300 Justin Ave. PO Box 368 Platteville, CO 80651
5719	Shanti	303-430-0058	720-250-6801	7990 N Federal Blvd. Westminster, CO 80030
572.	Bijay	9705220404	303-396-2223	303 N. 3 ST. STERLING, Co
5720	Sylvia	970-264-9507		450 Grand Ave., Del Norte, CO 81132

Harbans S. Lali is an owner of the foregoing convenience stores

EVERYDAY STORES LLC
dba Everyday 5722
104 Denver Ave., Fort Lupton, CO 80621

DENVER AVE.

104. DENVER AVE.
FORT LUPTON. CO



HWD 52.

EVERYDAY STORES LLC
dba Everyday 5722
104 Denver Ave., Fort Lupton, CO 80621

COLORADO
Department of Revenue
Enforcement Division - Liquor & Tobacco
Physical Address:
1881 Pierce Street
Lakewood, CO 80214
Mailing Address:
P.O. Box 173350
Denver, CO 80217-3350

March 22, 2017

Everyday Stores LLC
dba/ Everyday
1360 West 13 Avenue
Bloomfield, CO 80020

Re: State Master File for Everyday Stores LLC
Account # 4707694

Dear Sir or Madam:

This is to advise you that the Colorado Liquor Enforcement Division has, at your request, created a "master file" for the above-listed licensee.

As of the date of this letter our master file includes the following items which you have submitted:

1. Individual History Records (Form DR-8404-I) for the following person(s):

   Harbans S. Lali

2. Fingerprint cards bearing the names and birth dates of the persons listed in paragraph 1, above. All the fingerprint cards have been submitted by us to the Colorado Bureau of Investigation. The CBI and FBI have checked the prints and reportedly found no record of any criminal history for those listed above.

3. Certificate of Authority or a Certificate of Good Corporate standing from the Colorado Secretary of State, which indicates that Everyday Stores LLC is a limited liability company authorized to do business in Colorado.

When filing a new application for additional licensed locations, you must check with the local licensing authority to determine what documents they may require to process your application. Please feel free to provide them with this letter, as many local authorities will not

require you again to submit fingerprint cards to them if you have already submitted such documents to the Division. This letter will serve to inform the local authorities exactly which documents you have already submitted to the State Enforcement Division.

Finally, once the local authority has approved your new license or transfer of ownership application, it must be sent to the Division.

The local authority need not send change of corporate structure information previously reported to the Division, as listed in and approved by this letter.

The only documents which are needed for a new or transfer of ownership by the Division are:

1. The approved application signed by the local authority;
2. The appropriate fees;
3. A copy of this letter;
4. Proof of possession of the premises;
5. A diagram of the licensed premises;
6. Completed form DR 8442, and an Individual History Record (DR-8404-I) if manager's registration is required.

Sincerely,

Patrick Maroney

Patrick Maroney
Division Director

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,

Everyday Stores LLC

is a

Limited Liability Company

formed or registered on 12/13/2016 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 20161841838 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/05/2023 that have been posted, and by documents delivered to this office electronically through 03/06/2023 @ 14:08:28 .

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 03/06/2023 @ 14:08:28 in accordance with applicable law. This certificate is assigned Confirmation Number 14756746 .

Jena Griswold

Secretary of State of the State of Colorado

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

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

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

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 7/13/2023, 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 7/13/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-100057

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

Public Notice

CITY OF FORT LUPTON
NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing has been scheduled for **Thursday, July 27, 2023 at 6:00 P.M.** with the Fort Lupton Planning Commission to consider proposed amendments to Chapter 16 – Development Code of the Fort Lupton Municipal Code. A copy of the proposed amendments is available for public inspection at City Hall during regular business hours for fifteen (15) days prior to the public hearings on such amendments, and may also be reviewed on the City website at www.fortluptonco.gov.

The public hearing shall be held at the Fort Lupton City Hall, 130 South McKinley Avenue in Fort Lupton, Colorado, or at such other time or place in the event this hearing is adjourned. In the event that City Hall is closed to the public at the time of the hearings, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda posted on the City's website, www.fortluptonco.gov. For additional information, please contact the Fort Lupton Planning Department at 303-857-6694.

Legal Notice No. FLP895
First Publication: July 13, 2023
Last Publication: July 13, 2023
Publisher: Fort Lupton Press

PURSUANT TO THE LAWS OF THE STATE OF CO. AN APPLICATION FOR A FERMENTED MALT BEVERAGE AND WINE LICENSE – EVERYDAY STORES LLC DBA EVERYDAY 5722, 104 DENVER AVE., HARBANS S LALI, MEMBER, 1360 W. 13TH AVE., BROOMFIELD, CO 80020, HAS APPLIED TO THE LOCAL LICENSING AUTHORITY TO GRANT A NEW FERMENTED MALT BEVERAGE AND WINE LICENSE. THE APPLICATION WILL BE CONSIDERED BY THE CITY COUNCIL ON JULY 18, 2023, AT 6:00 P.M, 130 S. MCKINLEY AVE., FT. LUPTON CO. WRITTEN PROTEST MAY BE FILED DURING BUSINESS HRS. AT 130 S. MCKINLEY AVE. PRIOR TO 5 P.M. ON JULY 17, 2023

APP. FILED: 5-25-2023 POSTED: 7/7/2023

City Council Meeting
Date: July 18, 2023
Staff: Leann Perino
Finance Director

AM 2023-111
Consent Agenda ☐
Action Memorandum ☒
Public Hearing ☐

SUBJECT FOR DISCUSSION

Accept the Audited 2022 Annual Comprehensive Financial Report (ACFR)

SUMMARY STATEMENT/BACKGROUND DISCUSSION

CliftonLarsonAllen LLC has completed their review of the year ended December 31, 2022 financial statements and have issued their report. The ACFR is available on the City's website www.FortLuptonCO.gov.

FINANCIAL CONSIDERATIONS

Audited Financial Statements are required to be filed with the State of Colorado Auditor every year by July 31st every year. The statements are also filed with the Multiple Securities Rule Making Board (MSRB) every year by June 30th to keep us in compliance with the continuing discloser requirements of our bonds. The statements were filed with all agencies on June 29, 2023.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

N/A

STAFF RECOMMENDATIONS

None necessary.

Attachments:

a. Financial Statements
b. Management Letter
c. Governance Letter
d. Signed Single Audit Report

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

_____ City Clerk

_____ Date

City of Fort Lupton, Colorado

Annual Comprehensive Financial Report

For the Fiscal Year Ending

December 31, 2022

Issued by:

City of Fort Lupton
Finance Department

City of Fort Lupton

Annual Comprehensive Financial Report
Fiscal Year Ended December 31, 2022

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City of Fort Lupton

Annual Comprehensive Financial Report
Fiscal Year Ended December 31, 2022

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INTRODUCTORY SECTION

City of Fort Lupton, Colorado
130 S McKinley Avenue
Fort Lupton, CO 80621
Phone: 303-857-6694
www.fotluptonco.gov

June 30, 2023

To: Honorable Mayor Zo Stieber, Members of Council and
Residents of the City of Fort Lupton:

State Law requires that all general-purpose local governments publish within seven months of the close of each fiscal year a complete set of financial statements presented in conformity with accounting principles generally accepted in the United States (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby issue the comprehensive annual financial report of the City of Fort Lupton (the City) for the fiscal year ended December 31, 2022.

This report consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City's internal controls have been designed to provide reasonable rather than absolute assurance that the financial statements are free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

CliftonLarsonAllen, LLP, a firm of licensed certified public accountants, has audited the City's financial statements. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ended December 31, 2022, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended December 31, 2018, are fairly presented in conformity with GAAP. The independent auditors' report is presented as the first component of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

PROFILE OF THE CITY

The City is located in Weld County along State Highway 85 approximately 30 miles north of Denver. Fort Lupton encompasses 26 square miles and serves approximately 8,921 residents.

City of Fort Lupton, Colorado
130 S McKinley Avenue
Fort Lupton, CO 80621
Phone: 303-857-6694
www.fotluptonco.gov

The City is the oldest continuously inhabited settlement in Weld County, founded in 1836 as a trading post on the banks of the South Platte River and was incorporated in 1890. The City operates under the council – manager form of government. Legislative and policy making authority are vested in the City Council, consisting of a mayor and six council members. The mayor is elected at large and the council is elected by wards. The mayor and council members are elected to four year staggered terms with three to four members being elected every two years.

The Council is responsible for passing ordinances, adopting the annual budget, appointing committees, hiring the city administrator, clerk, attorney and judge. The city administrator is responsible for carrying out policies and ordinances passed by the council and appointing heads of departments to oversee the operations of the City.

The City provides a range of services to its residents including: police protection courts, municipal water, sanitary sewer and storm water, construction and maintenance of streets, parks and trails, recreation center and golf course facilities, cultural events, planning, development, code enforcement and general government services.

LOCAL ECONOMY

City's general fund revenues are derived 29% from sales taxes and 40% from property tax. These taxes are used to provide services such as police, parks, municipal court, planning and economic development, and general governmental services. In addition to services the tax revenue in the general fund also provided for street maintenance and repair and the purchase of water. The major sources of the tax revenue within the City are oil & gas, grocery stores, auto sales, and restaurants.

Four of the top ten major employers in the City are in the oil and gas industry or related services. The property tax valuation for 2021, taxes collected in 2022, increased 42%, due to the increae in oil & gas extraction within the City. Sales Tax increased 36% in 2021 as a result of online retail. **LONG-TERM FINANCIAL PLANNING**

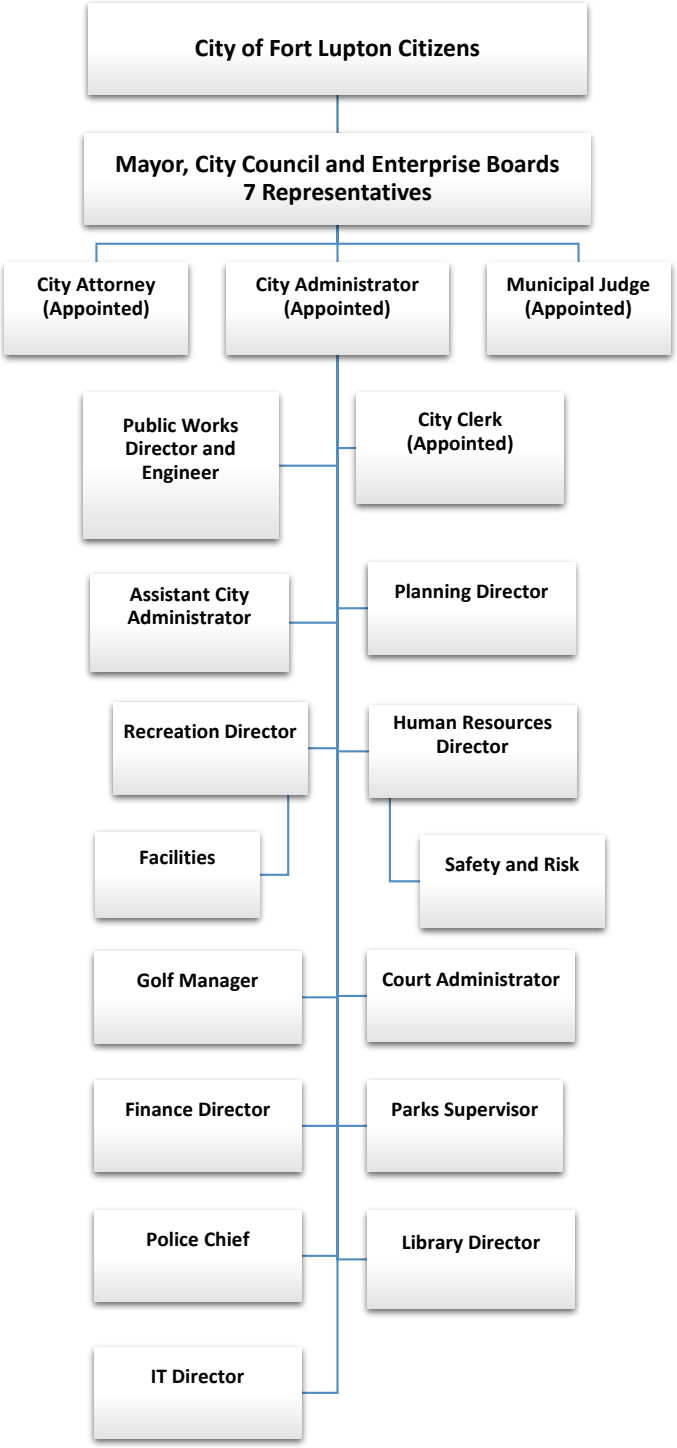
The annual budget and the six year capital improvement plan are the tools used by the City to project cash flows needed for improvements. Every department of the City is required to submit a capital request and six year improvement plan by the end of July and a budget request for the following year, by the beginning of September. The Finance Department presents the budget to the City Administrator and Council for review and amendment before October 31st. Public hearings are held and the Council adopts the budget before December 15th.
The City monitors the budget throughout the year and adjusts as necessary to provide services and infrastructure improvements.

Sincerely,

Leann Perino

Leann Perino
Finance Director

CITY OF FORT LUPTON
2022 ORGANIZATIONAL CHART



CITY OF FORT LUPTON
PRINCIPAL OFFICIALS
OF THE PRIMARY GOVERNMENTS

CITY COUNCIL

ZO STIEBER
Mayor
At-Large

VALERIE BLACKSTON
Council Member
Ward 1

DAVID CRESPIN
Council Member
Ward 1

CHRIS CERETTO
Council Member Ward 2
Mayor Pro-Tem

CLAUD HANES
Council Member
Ward 2

CARLOS BARRON
Council Member
Ward 3

BRUCE FITZGERALD
Council Member Ward 3
Treasurer

LEGAL AND COURT

ANDREW AUSMUS
City Attorney

LOUIS A. GRESH
Municipal Court Judge

CITY ADMINISTRATION

CHRIS CROSS
City Administrator

MARICELA PENA
City Clerk

LEANN PERINO
Finance Director

JEANELLE ANDERSEN
Court Coordinator

TRAVIS AKSAMITOWSKI
Internal Technology Director

JOHN FRYAR
Public Safety Director

AMANDA RICE
Human Resource Manager

THOMAS P. SAMBLANET
Library Director

MONTY SCHUMAN
Recreation Director

TYLER TARPLEY
Golf Course Manager

ROY VESTAL
Public Works Director / City Engineer

TODD HODGES
City Planner
Todd Hodges Designs LLC

AARON RICHARDSON
Wastewater/Water Plant
Operator - OMI

FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

City Council
City of Fort Lupton
Fort Lupton, Colorado

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Fort Lupton, as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City, as of December 31, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See CLAglobal.com/disclaimer.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and General Fund budgetary comparison schedule be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund statements and schedules and the local highway finance report are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining and individual fund statements and schedules and the local highway finance report are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

City Council
City of Fort Lupton

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 22, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

Broomfield, Colorado
June 22, 2023

CITY OF FORT LUPTON
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended December 31, 2022

This discussion and analysis of the City's financial performance provides an overview of the City's financial activities for the fiscal year ended December 31, 2022. Please read it in conjunction with the transmittal letter and the City's financial statements.

FINANCIAL HIGHLIGHTS

- The City's financial position continues to be strong and improving during 2022.
- The City's assets exceeded liabilities and deferred inflows of resources by $136,286,400 at the end of 2022. Of this amount $15,316,209 or 11% is unrestricted and may be used to meet the government's ongoing obligations to citizens and creditors. The remaining $120,970,190 includes $91,339,831 invested in capital assets and $29,630,359 restricted by agreement or regulation.
- The City's total net position increased by $7,582,313 in 2022. Governmental Activities increased net position $11,662,448. In the Governmental Activities current assets increased $11,597,153, current liabilities increased $515,772, and deferred inflows of resources increased $1,021,015.
- The City's General Fund balance was $34,220,600 as of December 31, 2022; which is an increase of $8,782,088 from the previous year. The unassigned fund balance in 2022 is $24,861,672 or 161% of expenditures.
- Sales tax revenue for the Governmental Funds increased by $2,872,901 or 36% in 2022.
- The enterprise funds had an unrestricted net position of ($9,768,300), a decrease of $19,85,926. In 2022 the City paid Metro Water Recovery $22 million dollars as an initial tap fee buy in for waste water processing.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The basic financial statements contain three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. In addition to the basic statements, this report also contains other supplementary information including combining statements for non-major funds, and individual fund statements.

Government-Wide Financial Statements The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances in a manner similar to a private sector business.

The *statement of net position* presents information on all of the City's assets, liabilities and deferred inflows of resources with the difference reported as *net position.* Over time, increases or decreases in net position may serve as a useful indicator of whether the City's financial position is improving or deteriorating.

The *statement of activities* presents information showing how the government's assets changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows.* Thus, revenues and expenses are reported in the statement for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenue *(governmental activities)* from other functions that are intended to recover all or a significant portion of their cost through user fees and charges *(business-type activities).* The City's governmental activities include general government, public safety, public works, parks and recreation, and other auxiliary services. The business-type activities include water treatment, sewage treatment, storm water drainage, recreation center, and a golf course.

Fund Financial Statements A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

Governmental Funds *Governmental funds* are used to account for essentially the same function as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows* of spendable resources, as well as on the balance of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds and governmental activities*.

The City maintains five individual governmental funds. Information is presented separately in the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balance for the General Fund, which is considered to be the City's only major fund. Data from the other four funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major funds is provided in the form of *combining statements* elsewhere in the report.

The basic governmental fund financial statements can be found from pages 19 through 30 of this report.

Proprietary Funds the City maintains four operations that are considered enterprise in nature. The four e*nterprise funds* are the Recreation Center, Utility Fund, Storm Water Drainage Fund and

the Golf Fund that are presented in the *business-type activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Recreation Center, Utility Fund, Storm Water Drainage Fund and the Golf Fund, which are all considered major funds of the City.

The basic proprietary fund financial statements can be found on pages 26 through 30 of this report.

Budget Comparisons the City adopts an annual appropriated budget for all of its funds. A budgetary comparison statement has been provided for all governmental and enterprise funds to demonstrate compliance with the budgets.

Notes to Financial Statements The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found immediately following the financial statements.

Other Information In addition to the financial statements and accompanying notes this report also includes required and other supplementary information.

CITY-WIDE FINANCIAL ANALYSIS

Net position as noted earlier, net position may serve over time as a useful indicator of a government's financial position. As of December, 31, 2022, assets exceeded liabilities and deferred inflows of resources by $136,286,400.

The following table provides a summary of the City's governmental and business-type net position for 2021 and 2022.

Table 1
Net Position
(in thousands)

	Governmental	Governmental	Business-type	Business-type	Total	Total
	2022	2021	2022	2021	2022	2021
Assets						
Current assets	$48,206	$36,609	$ 35,864	$ 17,698	$ 84,070	$ 54,307
Capital Assets	38,726	36,706	92,182	89,896	130,908	126,602
Total Assets	86,932	73,315	128,046	107,594	214,978	180,909
Liabilities						
Current liabilities	1,181	666	9,485	7,142	10,666	7,808
Long term liabilities	772	353	56,769	35,050	57,541	35,403
Total liabilities	1,953	1,019	66,254	42,192	68,207	43,211
Deferred Inflows of Resources						
Property Taxes	8,564	7,543	1,920	1,449	10,484	8,993

	Governmental	Governmental	Business-type	Business-type	Total	Total
	2022	2021	2022	2021	2022	2021
Total Deferred Inflow of Resources	8,564	7,543	1,920	1,449	10,484	8,993
Net position						
Net Investment in capital assets	38,256	36,608	53,148	51,798	91,340	88,470
Restricted	13,132	9,505	16,492	2,036	29,630	11,866
Unrestricted	25,026	18,341	(9,768)	10,118	15,316	28,368
Total net position	**$ 76,414**	**$ 64,454**	**$ 59,872**	**$ 63,952**	**$ 136,286**	**$ 128,704**

A significant portion of the City's net position (67%) reflects its investment in capital assets. These assets include land, buildings, machinery, equipment, and infrastructure. These capital assets are used to provide services to citizens; consequently, they are not available for future spending. Although the investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

Another small portion of the City's net position (12.5%) represents resources that are subject to external restrictions and City ordinance on how they may be used. 3% of the funds are restricted for the payment of debt. 9% of the funds have been legally restricted by ordinance for the purchase and maintenance of infrastructure. 3% of funds have been restricted by ordinance for use in parks and recreation. 0.26% of the funds are restricted by the State of Colorado Conservation Trust Fund for use in parks and recreation.

Changes in Net Position Governmental and Business-type activities increased the City's net position by $7,852,313 in 2022. The following table indicates the changes in net position for governmental and business-type activities in 2022.

Table 2
Changes in Net Position
(in thousands)

	Gov. Activities	Gov. Activities	Business-Type Activities	Business-Type Activities	Total	Total
	2022	2021	2022	2021	2022	2021
Revenues						
Program revenues:						
Charges for service	$3,608	$2,159	$10,776	$10,574	$14,384	$11,405
Operating grants & contributions	273	201	-	-	273	201
Capital grants & contributions	8	38	16,941	4,477	16,948	5,858
General revenue:						
Sales tax	12,254	8,766	-	-	12,254	8,766
Property taxes	7,555	6,999	1,481	1,628	9,036	8,627

	Gov. Activities	Gov. Activities	Business-Type Activities	Business-Type Activities	Total	Total
	2022	2021	2022	2021	2022	2021
Other taxes	1,857	1,426	-	-	1,857	1,426
Other revenue	1,257	546	424	20	1,681	585
Total revenue	26,813	20,153	29,622	16,700	56,435	36,852
Expenses						
General government	5,002	4,280	-	-	5,002	4,280
Public safety	3,467	3,025	-	-	3,467	3,025
Public works	3,305	3,306	-	-	3,305	3,306
Culture, parks, recreation	1,085	961	1,691	1,392	2,777	2,353
Other	1,818	1,342	-	-	1,818	1,343
Utilities	-	-	29,519	7,848	29,519	7,848
Storm water drainage	-	-	63	43	63	43
Golf	-	-	2,901	1,827	2,901	1,827
Total expenses	14,678	12,914	34,175	11,110	48,853	24,025
Increase in Net Position Before Transfers	**12,135**	**7,237**	**(4,552)**	**5,590**	**7,582**	**12,827**
Transfers	(472)	(632)	472	632	-	-
Gain on Extinguishment of Debt	-	-	-	-	-	-
Increase in net position	**11,662**	**6,605**	**(4,080)**	**6,333**	**7,582**	**12,827**
Beginning Net Position	$64,752	$58,147	$63,952	$57,730	$128,704	$115,877
Ending Net Position	**$76,414**	**$64,752**	**$59,872**	**$63,952**	**$136,286**	**$128,704**

Governmental Activities Governmental activities increased the City's net position by $11,662,463 in 2022. Key elements of this increase are as follows:

- Revenues increased $6,660,588 or 33% primarily in sales tax due to an increase in oil and gas production.
- Expenses increased $1,763,081 in mostly in capital outlay.

Business-type Activities Business-type activities decreased the City's net position by $4,080,134 in 2022. The key elements are as follows:

- Revenues increased $12,922,325 or 77% primarily from infrastructure assessments on industrial building permits.
- Expenses increased $23,064,910 or 208% due to expenses related to joining the Metro Water Recovery District.

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds Overview The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unrestricted fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the end of 2022, the combined ending fund balance of the City's government funds was $76,414,311 with $25,084,509 unassigned, which is available as working capital and for current spending in accordance with the purposes of specific funds.

The City has one major governmental fund. The General Fund:

1. General Fund. This is the primary operating fund of the City. It accounts for many of the City's core services, such as law enforcement, legal and court, public works, planning, finance and administration. The general fund balance was $34,220,600 as of December 31, 2022, of which $24,861,672 was unassigned. The 2022 general fund balance increased $8,782,089. This fund generates a 1% sales tax reserved for the operation and maintenance of the water treatment facility, as well as purchase of water for future needs. The fund also collects a ½ % sales tax reserved for street improvements and maintenance. The water and street sales tax accounts for 91% of the $7,880,610 restricted balance in the general fund.

PROPRIETARY FUNDS OVERVIEW

The City's proprietary fund statements provide the same information found in the government-wide statements, but in more detail. The City has four enterprise-type funds. These are 1) Utility Enterprise Fund, 2) Storm Water Drainage Fund, 3) Golf Course Fund, and 4) Recreation Center Fund.

1. Utility Enterprise Fund - This fund generates revenue through billings for water and sewer usage in the incorporated area of the City. Funds are utilized for the maintenance of the sewer treatment plant, water treatment plant, and the various water and sewer infrastructure for the City. The net position for this fund was $53,471,064 a decrease of $6,124,898 compared to 2021, with 2% of the assets obligated to debt service. The decrease us largely due to the over $22 million tap fee buy in the Metro Water Recovery District.
2. Storm Water Drainage Fund – This fund was created to address storm water issues in the City and has accumulated $1,906,011 in unrestricted funds for this purpose by year end. Revenues increased 199% in 2022 due to infrastructure assessments charged on building permits issued for new construction.
3. Golf Course Fund - This fund accounts for the operation of the Coyote Creek Golf Course, which is City owned. At year end the golf course net position was ($1,259,798), a decrease of 50%, largely due to the increase maintenance cost of aging equipment and infrastructure.

4. Recreation Center Fund - Provides various activities for the citizenry of all ages. At year end the unrestricted net position totaled $307,600 a decrease of 40% from 2021. Operating Cost increased 23% and property tax revenue decreased 9%.

GENERAL FUND BUDGETARY HIGHLIGHTS

The City's budget is prepared according to Colorado statutes. The most significant budgeted fund is the General Fund; excluding funds consolidated with the General Fund for reporting purposes (see General Fund Budgetary Comparison Schedule in Required Supplementary information).

The Council appropriated $13,860,106 for general fund expenditures and other financing uses, no reserves.

Table 3
2022 General Fund Budget

	Original Budget	Amendments	Final Budget	Actual
Revenue and other Financing Sources	$13,436,699	-	$13,436,699	$18,470,606
Expenditures and other financing uses	$13,860,106	-	$13,860,106	$12,354,396

Actual expenditures were within the budgetary limits. General government expenditures of $12,354,396 came in $1,505,710 under budget, due to uncompleted capital projects.

The over budgeted revenue of 4,398,492 is a result of the increase new building permits, the infrastructure assessments for new residential subdivisions and an increase in sales tax.

The ending fund balance increased $6,528,871.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets the City's investment in capital assets for its governmental and business-type activities as of December 31, 2022 totals $91,339,831 (net of accumulated depreciation and amortization). This investment includes land, buildings, machinery, equipment, and infrastructure. The increase in investment in capital assets for the current fiscal year is $2,923,577 including the $2,599,632 in leased assets.

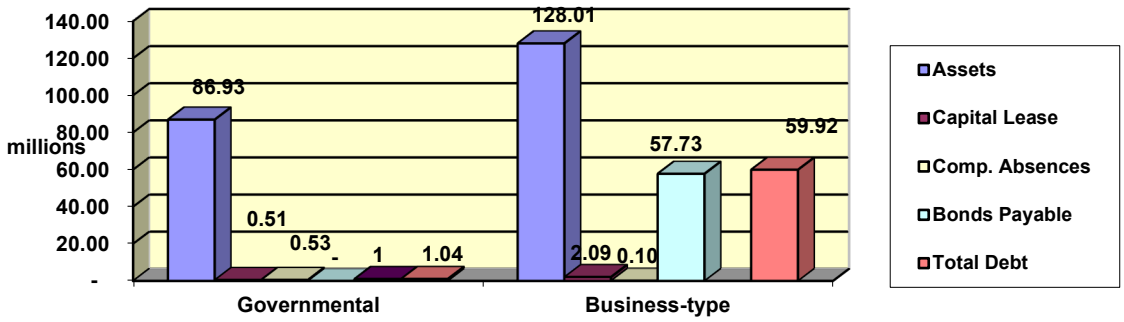
Additional information on the City's capital assets can be found in Note 5 of this report.

Long-Term Debt at December 31, 2022, the City had outstanding long-term debt totaling $61 million. This debt consists of: 1) bonds payable; 2) notes payable; 3) leases; and 4) compensated absences payable. Debt increased in the enterprise $23 million. The increase was due to $2.6 million in the GASB87 lease implementation and $20 million in loans from Colorado Water

Resource and Power Development Authority for the buy in fees to the Metro Water Recovery District.

A debt limit is not imposed by the State of Colorado, but it is measured by the worth of the entity. Below is a graphic presentation of each of the debt segments compared to the assets of the City segregated into governmental and business-type activities:

Table 4
Debt compared to Asset (in millions)



Additional information on the City's debt can be found in Notes 6 through 8.

Other matters: The following factors are expected to have a significant effect on the City's financial position or results of operations and were considered in developing the 2022 budget.

- The Planning director continues to work with landowners as the annexation demand is increasing monthly. He continues to assist developers in their site plan review process to assure proper infrastructure is in place on each annexation.
- The City Council is supportive of the development plan for the City, which will position us well for the upcoming growth and development that the City should experience.
- The State Board of Adjustment determined that a constitutionally required adjustment to the residential assessment rate will decrease the assessed value of property for the 2022 property tax assessment year.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this or for additional financial information should be addressed to the Fort Lupton City Administrator, 130 South McKinley Avenue, Fort Lupton, CO 80621.

CITY OF FORT LUPTON, COLORADO
STATEMENT OF NET POSITION
December 31, 2022

	Primary Government			Component Units	
	Governmental Activities	Business-type Activities	Totals	Public & School Library	Fort Lupton Urban Renewal Authority
ASSETS					
CURRENT ASSETS					
Cash And Investments	$ 36,040,247	$ 27,453,868	$ 63,494,115	$ 9,363,670	899,509
Restricted Cash	32,456	5,887,746	5,920,202	110,132	-
Receivables:					
Accounts	527,922	680,816	1,208,738	38,335	-
Sales Taxes	2,115,008	-	2,115,008	-	-
Property Taxes	8,564,352	1,926,346	10,490,698	-	459,282
Internal Balance	689,880	(689,880)	-	-	-
Prepaid Items	236,393	295,691	532,084	-	-
Other Assets	-	309,109	309,109	-	-
Total Current Assets	48,206,257	35,863,697	84,069,954	9,512,136	1,358,791
LONG-TERM ASSETS					
Capital Assets					
Nondepreciable Capital Assets	20,368,466	57,921,524	78,289,990	6,415,700	-
Depreciable Capital Assets, Net	17,852,000	32,166,727	50,018,727	-	-
Right-to Use Leased Assets, Net	505,598	2,094,034	2,599,632	-	-
Total Long-term Assets	38,726,064	92,182,285	130,908,349	6,415,700	-
Total Assets	86,932,321	128,045,982	214,978,303	15,927,836	1,358,791
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION					
CURRENT LIABILITIES					
Accounts Payable	666,197	601,732	1,267,929	1,003,820	1,000
Accrued Expenses	191,323	3,546,398	3,737,721	18,468	-
Bonds Payable - Current	-	2,448,493	2,448,493	-	-
Notes Payable - Current		465,134	465,134	-	-
Lease Payable - Current	122,811	251,763	374,574	-	-
Payment In Lieu Of Water	-	54,000	54,000	-	-
Compensated Absences - Current	149,116	27,102	176,217	6,101	-
Unearned Revenue	51,943	2,090,476	2,142,419	-	-
Total Current Liabilities	1,181,389	9,485,098	10,666,487	1,028,389	1,000
LONG-TERM LIABILITIES					
Bonds Payable - Long-term	-	29,740,911	29,740,911	-	-
Notes Payable - Long-term	-	25,073,754	25,073,754	-	35,000
Lease Payable - Long Term	388,832	1,884,489	2,273,321	-	-
Compensated Absences Payable	383,440	69,691	453,131	15,689	-
Total Long-term Liabilities	772,272	56,768,845	57,541,116	15,689	35,000
Total Liabilities	1,953,661	66,253,943	68,207,604	1,044,078	36,000
DEFERRED INFLOWS OF RESOURCES					
Property Tax Revenue	8,564,352	1,919,932	10,484,284	-	459,282
Total Deferred Inflows of Resources	8,564,352	1,919,932	10,484,284	-	459,282

CITY OF FORT LUPTON, COLORADO
STATEMENT OF NET POSITION
December 31, 2022

	Primary Government			Component Units	
	Governmental Activities	Business-type Activities	Totals	Public & School Library	Fort Lupton Urban Renewal Authority
NET POSITION					
Net Investment In Capital Assets	38,191,422	53,142,502	91,333,924	5,786,200	-
Restricted For Purchase of Water	-	12,636,004	12,636,004	-	-
Restricted For Debt Service	-	3,797,270	3,797,270	-	-
Restricted For Streets & Water Projects	7,880,612	-	7,880,612	-	-
Restricted For Culture, Parks & Recreation	4,420,649	-	4,420,649	-	-
Restricted For Cemeteries	7,285	-	7,285	-	-
Restricted For Donations	16,879	-	16,879	110,132	-
Restricted For Police Evidence	8,381	-	8,381	-	-
Restricted For Emergencies	804,569	58,709	863,278	75,613	10,865
Unrestricted	25,084,510	(9,762,378)	15,322,133	8,911,814	852,645
Total Net Position	$ 76,414,308	$ 59,872,107	$ 136,286,415	$ 14,883,759	$ 863,510

CITY OF FORT LUPTON, COLORADO

STATEMENT OF ACTIVITIES

For the Year Ended December 31, 2022

		Program Revenues			Net (Expense) Revenue and Changes in Net Position			Component Units	
Functions/Programs	Expenses	Charges for Services	Operating Grants, and Contributions	Capital Grants, and Contributions	Governmental Activities	Business-Type Activities	Totals	Public & School Library	Fort Lupton Urban Renewal Authority
Primary Government									
General Government	$ 5,002,455	$ 1,137,145	$ 138,517	$ 7,500	$ (3,719,293)	$	$ (3,719,293)	$ -	$ -
Public Safety	3,466,975	325,168	-	-	(3,141,809)	-	(3,141,809)	-	-
Public Works	3,305,175	1,358,648	-	-	(1,946,529)	-	(1,946,529)	-	-
Culture, Parks and Recreation	1,085,290	787,444	134,440	-	(163,407)	-	(163,407)	-	-
Other	1,818,092	-	-	-	(1,818,093)	-	(1,818,093)	-	-
Total Governmental Activities	14,677,987	3,608,404	272,958	7,500	(10,789,130)	-	(10,789,130)	-	-
Business-Type Activities									
Utilities	29,518,535	7,577,689	-	16,940,535	-	(5,000,311)	(5,000,311)	-	-
Storm Water Drainage	63,059	721,389	-	-	-	658,330	658,330	-	-
Golf	2,901,489	2,004,674	-	-	-	(896,815)	(896,815)	-	-
Recreation	1,691,431	472,565	-	-	-	(1,218,866)	(1,218,866)	-	-
Total Business Activities	34,174,514	10,776,317	-	16,940,535	-	(6,457,662)	(6,457,662)	-	-
Total Primary Government	$ 48,852,500	$ 14,384,721	$ 272,958	$ 16,948,035	$ (10,789,130)	$ (6,457,662)	$ (17,246,791)	$ -	$ -
Component Units									
Public and School Library	$ 918,684	$ 202,286	$ 2,318,149	$ -	$ -	$ -	$ -	$ 1,601,751	$ -
Fort Lupton Urban Renewal Authority	54,772	-	-	-	-	-	-	-	(54,772)
Total Component Units	$ 973,456	$ 202,286	$ 2,318,149	$ -	$ -	$ -	$ -	$ 1,601,751	$ (54,772)
		General Revenues							
		Taxes:							
		Sales and use			$ 12,254,392	$ -	$ 12,254,392	$ -	$ -
		Property			7,555,226	1,481,132	9,036,358	-	336,758
		Other			1,857,191	-	1,857,191	-	-
		Investment earnings			460,970	423,525	884,494	-	393
		Miscellaneous			786,820	674	787,494	-	25,000
		Insurance Proceeds			9,192	-	9,192		
		Transfers			(472,211)	472,211	-	-	-
		Total General Revenues and Transfers			22,451,580	2,377,542	24,829,122	-	362,151
		Change in Net Position			11,662,450	(4,080,119)	7,582,330	1,601,751	307,379
		Net Position - Beginning of Year			64,751,858	63,952,226	128,704,084	13,282,008	556,130
		NET POSITION, End of Year			$ 76,414,308	$ 59,872,107	$ 136,286,415	$ 14,883,759	$ 863,509

CITY OF FORT LUPTON, COLORADO
BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2022

	General	Non Major Governmental Funds	Totals
ASSETS			
Cash and Investments	$ 31,764,086	$ 4,276,161	$ 36,040,247
Restricted Cash	25,000	$ 7,456	32,456
Receivables			
Accounts	527,865	56	527,922
Property Taxes	8,564,352	-	8,564,352
Sales Tax	1,847,781	267,227	2,115,008
Prepaid Items	232,209	4,184	236,393
Due from Other Funds	689,880	-	689,880
Total Assets	$ 43,651,172	$ 4,555,084	$ 48,206,257
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
LIABILITIES			
Accounts Payable	$ 634,802	$ 31,394	$ 666,197
Accrued Expenditures	179,474	11,849	191,323
Unearned Revenue	51,943	-	51,943
Total Liabilities	866,220	43,243	909,463
DEFERRED INFLOWS OF RESOURCES			
Property Tax Revenue	8,564,352	-	8,564,352
Total Deferred Inflows of Resources	8,564,352	-	8,564,352
FUND BALANCES			
Nonspendable	232,209	4,184	236,393
Restricted	8,630,719	4,507,657	13,138,375
Committed	216,040	-	216,040
Assigned	279,960	-	279,960
Unassigned	24,861,673	-	24,861,673
Total Fund Balances	34,220,600	4,511,841	38,732,441
Resources and Fund Balances	$ 43,651,172	$ 4,555,084	$ 48,206,256

CITY OF FORT LUPTON, COLORADO

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS

TO THE STATEMENT OF NET POSITION-GOVERNMENTAL ACTIVITIES

December 31, 2022

Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because:

Total Fund Balance of Governmental Funds		$	38,732,441
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds			
Cost	66,448,938		
Less accumulated depreciation	(27,722,873)		38,726,064
Liabilities, including compensated absences and leases, are not due and payable in the current period and therefore are not reported in the funds:			
Compensated absences			(532,556)
Leases			(511,642)
Total Net Position Of Governmental Activities		$	76,414,308

CITY OF FORT LUPTON, COLORADO

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

GOVERNMENTAL FUNDS

For the Year Ended December 31, 2022

	General	Non Major Governmental	Totals
REVENUES			
Taxes & Assessments	$ 18,855,694	$ 1,532,466	$ 20,388,161
Licenses & Permits	1,027,571	-	1,027,571
Intergovernmental	878,638	101,982	980,620
Charges for Services	1,066,979	196,428	1,263,406
Fines and Forfeits	225,363	-	225,363
Interest Income	446,395	14,575	460,970
Other	1,660,902	777,049	2,437,951
Total Revenues	24,161,541	2,622,500	26,784,041
EXPENDITURES			
Current:			
General Government	4,737,532	-	4,737,532
Public Safety	3,343,095	-	3,343,095
Public Works	2,139,937	-	2,139,937
Culture, Parks & Recreation	-	870,399	870,399
Other	1,818,092	-	1,818,092
Capital Outlay	3,190,409	373,992	3,564,401
Debt Service			
Principal	94,799	-	94,799
Interest	13,935	-	13,935
Total Expenditures	15,337,799	1,244,391	16,582,190
Revenues Over (Under) Expenditures	8,823,742	1,378,109	10,201,852
OTHER FINANCING SOURCES (USES)			
Transfers In	-	34,951	34,951
Transfers Out	(507,162)	-	(507,162)
Lease Proceeds	436,907	-	436,907
Insurance Proceeds	9,192	-	9,192
Proceeds from Sale of Capital Assets	19,410	-	19,410
Total Other Financing Sources (Uses)	(41,653)	34,951	(6,702)
Net Change In Fund Balances	8,782,089	1,413,060	10,195,149
Fund Balances, Beginning Of Year	25,438,511	3,098,781	28,537,292
FUND BALANCES, END OF YEAR	$ 34,220,600	$ 4,511,841	$ 38,732,441

CITY OF FORT LUPTON, COLORADO

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES - GOVERNMENTAL ACTIVITIES

For the Year Ended December 31, 2022

Amounts Reported for Governmental Activities in the Statement of Activities are Different Because	
Net Changes In Fund Balance of Governmental Funds	$ 10,195,149
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.	
Depreciation/Amortization Expense	(1,702,457.48)
Net Book Value of Disposed Assets	(9,778)
Capital Additions	3,127,495
	1,415,259
Long-term debt repayment is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.	
Principal Payment on Leases Payable	94,799
Compensated absences reported in the statement of activities, do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.	
Compensated Absences	(42,758)
Change In Net Position of Governmental Activities	$ 11,662,449

CITY OF FORT LUPTON, COLORADO
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
December 31, 2022

	Utility Enterprise Fund	StormWater Drainage Fund	Golf Course Fund	Recreation Center Fund	Totals
ASSETS					
CURRENT ASSETS					
Cash and Cash Equivalents	$ 24,024,156	$ 1,887,595	$ 1,117,310	$ 424,808	$ 27,453,868
Restricted Cash	5,887,746	-	-	-	5,887,746
Receivables:					
Accounts Receivable	611,927	17,925	356	50,608	680,816
Property Tax Receivable	-	-	-	1,926,346	1,926,346
Inventory	-	-	33,708	-	33,708
Prepaid Items	264,157	-	-	31,534	295,691
Total Current Assets	30,787,986	1,905,520	1,151,373	2,433,296	36,278,175
NON-CURRENT ASSETS					
Non-Depreciable					
Land	372,077	-	3,383,203	-	3,755,280
Water Rights	47,789,354	-	-	-	47,789,354
Construction in Progress	6,150,945	225,945	-	-	6,376,889
Depreciable					
Wells	1,027,539	-	-	-	1,027,539
Buildings	13,226,661	-	1,626,800	7,422,492	22,275,953
Utility System	34,085,704	2,190,222	-	-	36,275,926
Equipment	3,602,011	-	873,176	387,969	4,863,156
Total	106,254,289	2,416,167	5,883,179	7,810,461	122,364,097
Less: Accumulated Depreciation	(25,254,336)	(246,960)	(2,120,889)	(4,653,662)	(32,275,846)
Net Non Current Assets	80,999,953	2,169,207	3,762,290	3,156,800	90,088,250
Leased Assets	2,195,712	-	116,946	(5,615)	2,307,043
Accumulated Amortization	(218,955)	-	-	5,947	(213,009)
Net Leased Assets	1,976,757	-	116,946	332	2,094,034
Total Non-Current Assets	82,976,710	2,169,207	3,879,236	3,157,132	92,182,285
OTHER ASSETS					
Inclusion Fee	275,402	-	-	-	275,402
Total Other Assets	275,402	-	-	-	275,402
Total Assets	$ 114,040,097	$ 4,074,728	$ 5,030,609	$ 5,590,427	$ 128,735,861

CITY OF FORT LUPTON, COLORADO
STATEMENT OF NET POSITION (Continued)
PROPRIETARY FUNDS
December 31, 2022

	Utility Enterprise Fund	StormWater Drainage Fund	Golf Course Fund	Recreation Center Fund	Totals
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND EQUITY					
CURRENT LIABILITIES					
Accounts Payable	$ 321,703	$ -	$ 255,500	$ 24,530	$ 601,732
Due to Other Funds	-	-	689,880	-	689,880
Accrued Expenses	146,504	-	3,378,804	21,089	3,546,398
Loans Payable	465,134	-	-	-	465,134
Bonds Payable	663,493	-	1,785,000	-	2,448,493
Current Leases Payable	191,245	-	60,179	339	251,763
Payment in Lieu of Water	54,000	-	-	-	54,000
Compensated Absences	-	-	16,340	10,762	27,102
Unearned Revenue	2,090,476	-	-	-	2,090,476
Total Current Liabilities	3,932,555	-	6,185,703	56,719	10,174,978
LONG-TERM LIABILITIES					
Bonds Payable	29,740,911	-	-	-	29,740,911
Loans Payable	25,073,754	-	-	-	25,073,754
Lease Payable	1,821,814	-	62,675	-	1,884,489
Compensated absences	-	-	42,017	27,673	69,691
Total Long-Term Liabilities	56,636,479	-	104,692	27,673	56,768,845
Total Liabilities	60,569,034	-	6,290,396	84,393	66,943,822
DEFERRED INFLOWS OF RESOURCES					
Property Tax Revenue	-	-	-	1,919,932	1,919,932
Total Deferred Inflows of Resources	-	-	-	1,919,932	1,919,932
NET POSITION					
Net Investment In Capital Assets	45,845,120	2,169,207	1,971,382	3,156,793	53,142,502
Restricted for Purchase of Water	12,636,004	-	-	-	12,636,004
Restricted for Debt Service	3,797,270	-	-	-	3,797,270
Restricted for Emergencies	-	-	-	58,709	58,709
Unrestricted	(8,807,330)	1,905,521	(3,231,169)	370,602	(9,762,378)
Total Net Position	53,471,063	4,074,728	(1,259,787)	3,586,103	59,872,107
Total Liabilities, Deferred Inflows of Resources and Net Position	$ 114,040,097	$ 4,074,728	$ 5,030,608	$ 5,590,428	$ 128,735,861

CITY OF FORT LUPTON, COLORADO

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION

PROPRIETARY FUNDS

For the Year Ended December 31, 2022

	Utility Enterprise Fund	StormWater Drainage Fund	Golf Course Fund	Recreation Center Fund	Totals
OPERATING REVENUES					
Charges for Services	$ 7,101,233	$ 721,389	$ 1,483,675	$ 432,778	$ 9,739,074
Sales of Merchandise	-	-	509,791	-	509,791
Other Income	476,457	-	11,209	39,787	527,452
Total Operating Revenues	7,577,689	721,389	2,004,674	472,565	10,776,317
OPERATING EXPENSES					
Salaries and Benefits	-	-	844,930	959,410	1,804,340
Professional Fees	125,260	-	7,806	-	133,065
Contract Management	1,162,514	-	-	-	1,162,514
Insurance	82,482	-	16,599	22,270	121,352
Maintenance	527,483	-	232,103	57,173	816,759
Merchandise for Resale	-	-	266,798	1,137	267,935
Supplies	326,655	233	205,354	58,267	590,509
Utilities	230,508	-	166,568	144,362	541,438
Water Assessments	526,005	-	-	-	526,005
Depreciation and Amortization	1,748,684	62,826	118,786	274,019	2,204,316
Other	212,153	-	163,790	158,616	534,558
Total Operating Expenses	4,941,744	63,059	2,022,735	1,675,254	8,702,792
Net Operating Income (Loss)	2,635,945	658,330	(18,061)	(1,202,689)	2,073,525
NONOPERATING REVENUES (EXPENSES)					
Property Taxes (Pledged for Debt)	-	-	-	1,481,132	1,481,132
Principal Forgiveness	1,500,000	-	-	-	1,500,000
Investment Income	401,589	18,720	636	2,580	423,525
Interest Expense	(1,615,884)	-	(878,754)	(16,176)	(2,510,814)
Administrative Fee - Trustee	(600)	-	-	-	(600)
Total Nonoperating Revenues (Expenses)	285,106	18,720	(878,117)	1,467,536	893,243
Net Income (Loss) Before Transfers	2,921,051	677,049	(896,178)	264,846	2,966,769
TRANSFERS AND CAPITAL CONTRIBUTIONS					
Gain (Loss) on Disposal of Assets	-	-	-	674	674
Transfers In	454,314	-	-	17,897	472,211
Capital Contributions to Other Governments	(22,960,308)	-	-	-	(22,960,308)
Capital Contributions Tap Fees	5,744,135	-	-	-	5,744,135
Capital Contributions	9,696,400	-	-	-	9,696,400
Total Transfers and Capital Contributions	(7,065,459)	-	-	18,571	(7,046,888)
Change in Net Position	(4,144,408)	677,049	(896,178)	283,418	(4,080,119)
Net Position, Beginning of Year	57,615,471	3,397,679	(363,609)	3,302,685	63,952,226
NET POSITION, End of Year	$ 53,471,063	$ 4,074,728	$ (1,259,787)	$ 3,586,103	$ 59,872,107

CITY OF FORT LUPTON, COLORADO
STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2022

	Utility Enterprise Fund	StormWater Drainage Fund	Golf Course Fund	Recreation Center Fund	Totals
CASH FLOWS FROM OPERATING ACTIVITIES					
Receipts From Customers	$ 8,664,147	$ 722,827	$ 2,002,557	$ 444,784	$ 11,834,316
Payments to Suppliers and Service Providers	(3,116,761)	(3,754)	(21,883)	(460,527)	(3,602,925)
Payments to Employees for Salaries and Benefits	-	-	(849,295)	(954,308)	(1,803,602)
Net Cash Provided by (Used in) Operating Activities	5,547,386	719,073	1,131,379	(970,050)	6,427,789
CASH FLOWS FROM NON-CAPITAL AND RELATED FINANCING ACTIVITIES					
Grants Income	1,500,000	-	-	-	1,500,000
Transfers from Other Funds	454,314	-	-	17,897	472,211
Net Cash Provided By Non-Capital and Related Financing Activities	1,954,314	-	-	17,897	1,972,211
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Captial Contributions	15,440,535	-	-	-	15,440,535
Acquisition and Construction of Capital Assets	(1,818,885)	-	-	(289,560)	(2,108,445)
Metro Water Recovery Tap Fees	(22,960,308)	-	-	-	(22,960,308)
Loss on Disposal of Asset	-	-	-	674	674
Administration Fees	(600)	-	-	-	(600)
Proceeds on Notes, Bonds and Leases	20,121,088	-	(57,789)	(505,608)	19,557,691
Interest on Notes, Bonds and Leases	(1,648,445)	-	(878,754)	(16,176)	(2,543,375)
Property Taxes	-	-	-	1,481,132	1,481,132
Net Cash Used by Capital and Related Financing Activities	9,133,385	-	(936,543)	670,462	8,867,304
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest Received	401,590	18,726	1,232	2,586	424,134
Net Cash Provided by Investing Activities	401,590	18,726	1,232	2,586	424,134
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	17,036,675	737,799	196,069	(279,105)	17,691,438
CASH AND CASH EQUIVALENTS, Beginning of Year	12,875,225	1,149,796	921,241	703,913	15,650,175
CASH AND CASH EQUIVALENTS, End of Year	$ 29,911,900	$ 1,887,595	$ 1,117,310	$ 424,808	$ 33,341,613
Cash and Cash Equivalents	$ 24,024,156	$ 1,887,595	$ 1,117,310	$ 424,808	27,453,868
Restricted Cash	5,887,746	-	-	-	5,887,746
CASH AND CASH EQUIVALENTS, End of Year	$ 29,911,902	$ 1,887,595	$ 1,117,310	$ 424,808	$ 33,341,614

CITY OF FORT LUPTON, COLORADO
STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2022

	Utility Enterprise Fund	StormWater Drainage Fund	Golf Course Fund	Recreation Center Fund	Totals
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:					
Operating Income (Loss)	$ 2,635,945	$ 658,330	$ (18,061)	$ (1,202,689)	$ 2,073,525
ADJUSTMENTS TO RECONCILE OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:					
Depreciation	1,748,684	62,826	118,786	274,019	2,204,316
Changes in Assets and Liabilities:					
Accounts Receivable	41,220	1,439	(356)	(27,781)	14,523
Prepaid Expenses	11,162	-	1,492	(29,122)	(16,468)
Inventory	-	-	(1,762)	-	(1,762)
Accounts Payable	20,044	(3,521)	157,380	3,351	177,252
Accrued Expenses	45,093	-	873,899	12,172	931,165
Unearned Revenues	1,045,238	-	-	-	1,045,238
Total Adjustments	2,911,441	60,743	1,149,440	232,639	4,354,264
Net Cash Provided (Used) by Operating Activities	$ 5,547,386	$ 719,073	$ 1,131,379	$ (970,050)	$ 6,427,789
NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES					
Amortization of Premium	120,255	-	-	-	120,255
Loss on Disposal of Construction in Progress	3,028	-	-	-	3,028

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Fort Lupton (City) incorporated on February 4, 1890. In compliance with the Colorado Revised Statutes, the City Council is the policy making legislative body of the City. Council is made up of six members from three wards. The Mayor is elected at large and can vote on all matters. Two-thirds vote of the Council is required to pass, change or veto any ordinance.

The accounting policies of the City conform to generally accepted accounting principles as applicable to governments. The following is a summary of the more significant policies.

Reporting Entity

The determination to include separate governmental entities is based on the criteria of Governmental Accounting Standards Board (GASB), which defines the reporting entity as the primary government and those component units for which the primary government is financially accountable. To be financially accountable, a voting majority of the component unit's board must be appointed by the primary government, and either A) the primary government must be able to impose its will, or B) the primary government may potentially benefit financially or be financially responsible for the component unit.

Management has considered all potential component units in defining the City for financial reporting purposes. As required by generally accepted accounting principles, these financial statements present the City of Fort Lupton (the primary government) and its component units. The component units are included in the City's reporting entity because of the significance of their operational of financial relationship with the City.

Discretely Presented Component Units

The Fort Lupton Urban Renewal Authority (FLURA) was established by Resolution 2015R43 on August 18, 2015 as an independent organization under Colorado Law with the objective of carrying on urban renewal activities. The FLURA board is appointed by the Mayor with the consent of the City Council. The City council will have no authority to modify or approve FLURA' s budget. The City will not be able to significantly influence the programs and decisions of the FLURA board. FLURA does not issue separate financial statements.

The Fort Lupton Public and School Library (Library) was created in 1976 by an intergovernmental agreement between the City and Weld County School District RE-8 (the School). In 1985 the City and School entered into an intergovernmental agreement with Weld County and five other municipalities to create the Weld County Library District, now High Plains Library District. The City and the School appoint 3 members of the seven-member Library board. The six appointed members appoint their seventh member. The Library is currently funded by a property tax levied by the High Plains Library District. The 1976 intergovernmental agreement requires the City and School to fund the approved budgeted expenditures. The City council approves by resolution the budget set by the Library board but has no ability to significantly influence the programs and running of the Library. The Library does not issue separate financial statements.

Basis of Presentation

The objectives of the statements are to establish a basic financial reporting model that will result in greater accountability by governments, while providing more useful information to a wider range of users.

The City's basic financial statements consist of government-wide statements, including a statement of net position and a statement of activities and fund financial statements, which provide a more detailed level of financial information.

Government-wide Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These statements report financial information for the City as a whole and its component units. Individual funds are not displayed but the statements distinguish governmental activities, generally supported by taxes and City general revenues, from business-type activities, generally financed in whole or in part with usage fees charged. For the most part, the effect of inter-fund activity has been removed from these statements.

The statement of net position presents the financial position of the governmental and business-type activities of the City at year-end.

The statement of activities presents a comparison between direct expenses and program revenues for each function of the City's governmental activities and for each identifiable activity of the business-type activities of the City. Direct expenses are those that are specifically associated with a function and therefore clearly identifiable to that particular function. The City does not allocate indirect expenses to functions in the statement of activities.

The statement of activities reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity. Program revenues include: (1) charges for services which report fees and other charges to users of the City's services; (2) operating grants and contributions which finance annual operating activities including restricted investment income; and (3) capital grants and contributions which fund the acquisition, construction, or rehabilitation of capital assets.

These revenues are subject to externally imposed restrictions to these program uses. For identifying to which function program revenue pertains, the determining factor for *charges for services* is which function *generates* the revenue. For *grants and contributions*, the determining factor is to which functions the revenues are *restricted*.

Taxes and other revenue sources not properly included with program revenues are reported as general revenues of the City. The comparison of direct expenses with program revenues identifies the extent to which each governmental function and each identifiable business activity is self-financing or draws from the general revenues of the City.

The government-wide financial statements are reported using the *economic resource measurement focus* and the *accrual basis of accounting*, as are the proprietary finds. Revenues are recorded when earned and liabilities are recorded when incurred regardless of the timing of cash flows.

Fund Financial Statements

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized when they are both measurable

and available. Revenues are considered to be available when they are collected within the current year or soon thereafter to pay liabilities of the current year. For this purpose, the City considers revenues available if they are collected within 60 days of the end of the current year.

Taxes, intergovernmental revenues, and interest associated with the current year are considered to be susceptible to accrual and so have been recognized as revenues in the current year. All other revenues are considered to be measurable and available only when cash is received.

During the year, the City segregates transactions related to certain City functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance. Fund financial statements are designed to present financial information of the City at this more detailed level. Fund financial statements are provided for governmental and proprietary funds.

Major individual governmental and the enterprise funds are reported in separate columns. The General Fund is the only major governmental fund and accounts for the general activities of the City including administration, community policing, community development, and public works.

Governmental Funds - Governmental accounting systems should be organized and operated on a fund basis. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are separate for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

General Fund - The General Fund is the general operating fund of the City. All general tax revenues and other receipts that are not allocated by law to another fund are used to finance general operating expenditures.

Special Revenue Funds - Special Revenue Funds (Conservation Trust, Perpetual Care Cemetery, Memorial Trust Fund, and Culture, Parks, and Recreation Sales Tax) are established to account for revenues derived from specific taxes or other restricted revenue sources which finance specific activities as required by law or administrative action.

Proprietary Funds - The focus of the proprietary funds is on the measurement of net income (e.g., revenues, expenses). This measurement focus allows the proprietary fund to report all assets, liabilities and deferred inflow of resources associated with an activity.

Enterprise Funds are established to account for the financing where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

There are four major enterprise funds:

Utility Enterprise Fund – includes all activities relating to the City's water and sanitary sewer systems.

Storm Water Drainage Fund – includes maintenance, repair of all lines and installation of new storm drainage lines.

Golf Course Fund – provides pro-shop and restaurant services and repair and maintenance of the golf course, club house and restaurant.

Recreation Center Fund – provides recreational services including exercise classes and equipment, gym facilities and a swimming pool.

Measurement Focus

Government-wide Financial Statements - The government-wide financial statements are prepared using the economic resources measurement focus. All assets and all liabilities associated with the operation of the City are included on the statement of net position. The statement of activities reports revenues and expenses.

Fund Financial Statements - All governmental funds are accounted for using a flow of current financial resources measurement focus. With this measurement focus, only current assets, current liabilities and deferred inflow of resources generally are included on the balance sheet. The statement of revenues, expenditures and changes in fund balances reports the sources (i.e., revenues and other financing sources) and uses (i.e., expenditures and other financing uses) of current financial resources. This approach differs from the manner in which the governmental activities of the government-wide financial statements are prepared. Governmental fund financial statements therefore include a reconciliation with brief explanations to better identify the relationship between the government-wide statements and the governmental fund statements.

Like the government-wide statements, the proprietary fund type is accounted for on a flow of economic resources measurement focus on both financial reporting levels. All assets, deferred outflows of resources, liabilities, and deferred inflows of resources associated with the operation of this fund are included on the statements of net position. The statements of changes in fund net position present increases (i.e., revenues) and decreases (i.e., expenses) in total net position. The statement of cash flows provides information about how the City finances and meets the cash flow needs of its proprietary activities.

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Statement of Cash Flows

For purposes of the statement of cash flows, the City considers highly liquid investments with maturity of three months or less at date of purchase to be cash equivalents.

Adoption of New Accounting Standards

<u>GASB Statement No. 87, Leases</u>
In June 2017, the GASB issued GASB Statement No. 87, Leases. This standard requires the recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and as inflows of resources or outflows of resources recognized based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this standard, a lessee is required to recognize a lease liability and a right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources.

The City adopted the requirements of the guidance effective January 1, 2022, and has applied the provisions of this standard to the beginning of the period of adoption. The implementation of this standard resulted in the City reporting a beginning balance of right-to-use asset and a lease liability of $169,533 in governmental activities and $2,353,662 in business-type activities. There is no restatement of beginning net position as beginning right to use assets equaled beginning lease liability.

Pooled Cash

The City has a single checking account for all cash transactions, with separate accounting into each fund. An overdraft in one fund will not result in returned checks with the single checking accounts. At December 31, 2022, the checking account of the City shows a positive bank balance. Any fund that issued checks in excess of its available funds from the checking account is treated as having borrowed cash from other funds.

Capital Assets

Capital assets, which include land, buildings, equipment, water shares and all infrastructure owned by the City, are reported in the applicable governmental or business type activities columns in the government-wide financial statements and the proprietary funds. Capital assets are defined by the City as assets with an initial, individual cost of $5,000 or more and an estimated useful life in excess of one year.

All capital assets are valued at acquisition cost or estimated acquisition cost if actual acquisition cost is not available. Contributed capital assets, including water rights, fire hydrants, water and sewer lines from sub-dividers and property owners, are recorded at acquisition value at the time received.

Acquisitions of capital assets are recorded as capital outlay expenditures within the governmental funds.

Depreciation is charged as an expense against their operations and accumulated depreciation is reported on proprietary fund balance sheets.

Depreciation has been provided using the straight-line method over the estimated useful lives as follows:

Description	Estimated Useful life
Water Rights	N/A
Land & Improvements	0-50
Buildings & Improvements	0-50
Streets	20-50
Distribution Systems	10-100
Machinery & Equipment	5-10

Leases - The City is a lessee for non-cancellable leases of land, equipment, and vehicles. The City recognizes a lease liability and a right-to-use lease asset (lease asset) in the applicable governmental activities or business-type activities in the government-wide and in the proprietary fund financial statements. The City recognizes lease liabilities with an initial, individual value of $5,000 or more.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs.

Subsequently, the lease asset is amortized in a systematic and rational manner over the shorter of the lease term or the useful life of the underlying asset.
Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the non-cancellable period of the lease.
- Lease payments included in the measurement of the lease liability are composed of fixed payments and the purchase option price that the City T is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Revenues – Exchange Transactions - Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On the modified accrual basis, revenue is recorded when the exchange takes place and in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the City, the phrase "available for exchange transactions" means expected to be received within 60 days of year-end.

Revenues - Non-exchange Transactions - Non-exchange transactions in which the City receives value without directly giving equal value in return include property taxes, specific ownership taxes, grants, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the City must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the City on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions also must be available (i.e., collected within 60 days) before it can be recognized.

Unearned Revenue – An acquisition of net position that applies to future periods and is not recognized as revenue in the current period. The City's unearned revenues consist primarily of revenue for the sale of bulk water for industrial use.
Deferred Outflows/Inflows of Resources – In addition to assets, the statement of financial position reports a separate section as deferred outflows of resources. Deferred outflows of resources represent a consumption of net asset that applies to future periods and is not recognized as an outflow of resources (expense/expenditure) in the current period. The City has no items that qualify for reporting in this category.

In addition to liabilities, the statement of financial position reports a separate section as deferred inflows of resources. Deferred inflows of resources represent an acquisition of net asset that applies to future periods and is not recognized as an inflow of resources (revenue) in the current period. The City has one item reported in this category. Property tax revenue which is considered a deferred inflow of resources in the year the taxes are levied and measurable and recognized as an inflow of resources in the period they are collected.

Basis of Accounting

Since property taxes are levied in December (i.e., there is a legal claim) for the next calendar year's operations, the total levy is reported as taxes receivable and a deferred inflow of resources.

Those revenues susceptible to accrual are property taxes, use tax, tobacco tax, highway user tax, and franchise fees. Sales taxes collected and held by the state for the current year on behalf of the City are also recognized as revenue. Fines, permits and license revenues are not susceptible to accrual, generally they are not measurable until received in cash.

Grants and entitlements received before the eligibility requirements are met (e.g., cash advances) also are recorded as unearned revenue.

Expenses/Expenditures - On the accrual basis of accounting, expenses are recognized at the time they are incurred. On the modified accrual basis, expenditures generally are recognized in the accounting period in which the related fund liability is incurred and due, if measurable.

Budget and Budgetary Accounting

An annual budget and appropriation resolution is adopted by the City Council in accordance with Colorado State Statutes. The City adopts annual budgets on a basis consistent with general accepted accounting principles for all governmental funds. The budget for the proprietary finds is adopted on a non-GAAP basis. The appropriated budget is adopted at the fund level. On or about October 15th, the finance department submits to the Council a proposed budget for the next fiscal year beginning January 1st. The operating budget includes proposed expenditures and the revenues or reserves used to finance them. A public hearing is conducted in October at a special meeting to obtain comments from citizens. The budget must be adopted before the mill levy certification deadline of December 15th.

Property Taxes

Under Colorado law, all property taxes become due and payable in the year following that in which they are levied. Property taxes are recognized as revenue when received by the County Treasurer. The 2022 fiscal year property tax calendar for Weld County was as follows:

Lien Date	January 1
Levy Date	December 29
Tax bills mailed	January 1
First installment due	February 28
Second installment due	June 15
If paid in full, due	April 30
Tax sale - delinquent property taxes	November 6

Accumulated Unpaid Vacation and Sick Leave

Under terms of City personnel policies, City employees are granted vacation and sick leave in varying amounts. In the event of termination or retirement, an employee who was hired prior to February 14, 2001 is paid for accumulated vacation days up to a maximum of 30 days. They are also paid 50% of their accumulated sick

leave up to a maximum of 90 days. An employee hired after February 14, 2001 is paid for accumulated vacation days up to a maximum of 30 days. They are paid 25% of accumulated sick leave up to a maximum of 90 days.

Inventory

Inventory is valued at cost (first-in, first-out) in the proprietary funds. Inventory in all other funds is not recorded, as it is not significant. The cost is recorded as an expenditure when the individual inventory items are purchased.

Prepaid Items

Payments made to vendors for services that will benefit periods beyond the current year end are accounted for using the consumption method and are recorded as other current assets in the government-wide financial statements and will be reported as expenditures when actually used.

Fund Equity

Fund equity at the governmental fund financial reporting level is classified as "fund balance." Fund equity for all other reporting is classified as "net position."

Fund Balance – Generally, fund balance represents the difference between the current assets and current liabilities and deferred inflows of resources. In the fund financial statement, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purpose for which amounts in those funds can be spent. Fund Balances are classified as follows:

- ***Nonspendable –*** Fund balances are reported as nonspendable when amounts cannot be spent because they are either (a) not in spendable form (i.e., items that are not expected to be converted to cash) or (b) legally or contractually required to be maintained intact.

- ***Restricted –*** Fund balances are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

- ***Committed*** – Fund balances are reported as committed when they can be used only for specific purposes pursuant to constraints imposed by formal action of the City Council through the adoption of a resolution. The City Council also may modify or rescind the commitment.

- ***Assigned*** – Fund balances are reported as assigned when amounts are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed. Through resolution, the City Council has authorized the City's Finance Director to assign fund balances.

- ***Unassigned*** – Fund balances are reported as unassigned as the residual amount when the balances do not meet any of the above criterion. The City reports positive unassigned fund balances only in the general fund. Negative unassigned fund balances may be reported in all funds.

Minimum Fund Balance Requirement- Resolution 98-035 set the minimum fund balances as follows: The Culture, Parks & Recreation Sales Tax Fund must maintain the 3% emergency reserve defined under Article X, Section 20 to the Colorado Constitution also known as the Taxpayer's Bill of Rights (TABOR); the General Fund, and Utility Enterprise Fund are required to maintain the 3% TABOR reserve plus an additional 10% in emergency reserves. Ordinance 2012-950 created a contingency reserve starting with $500,000 transferred from the General Fund's fund balance. A percentage of the General Fund's property tax is transferred to the contingency reserve annually. In 2019 the percentage transferred was 2% as set by council as part of the budget process. The Golf Course Enterprise Fund is not required to maintain the 3% emergency reserve.

Flow Assumptions – When both restricted and unrestricted amounts of fund balances are available for use for expenditures incurred, it is the City's policy to use restricted amounts first and then unrestricted amounts as they are needed. For unrestricted amounts of fund balance, it is the City's policy to use fund balance in the following order:

- Committed
- Assigned
- Unassigned

Net Position - Net position represents the difference between assets and liabilities and deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, and reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvement of those assets. Net position is reported as restricted as described in the fund balance section above. All other net position is reported as unrestricted.

Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. All other net positions are reported as unrestricted.

Operating Revenues and Expenses

Operating revenues are those revenues that are generated directly from the primary activity of the enterprise fund. For the City, these revenues are charges for services. Operating expenses are necessary costs incurred to provide the good or services.

Interfund Activity

Exchange transactions between funds are reported as revenues in the seller funds and as expenditures/expenses in the purchaser funds. Flows of cash or goods from one fund to another without a requirement for repayment are reported as interfund transfers. Interfund transfers are reported as other financing sources/uses in governmental funds and after the non-operating revenues/expenses section in the enterprise funds. Repayments from funds responsible for particular expenditures/expenses to the funds that initially paid for them are not presented on the financial statements. Transfers between governmental and business-type activities on the government-wide statement of activities are reported as general revenues. Transfers between funds reported in the governmental activity's column are eliminated.

NOTE 2: CASH AND INVESTMENTS

The City categorizes its fair value measurements within the fair value hierarchy established by the generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

As of December 31, 2022, the City had invested $34,315,330 in the Colorado Local Government Liquid Asset Trust – PLUS, which is an investment vehicle established for local government entities in Colorado to pool surplus funds. The Colorado State Securities Commissioner administers and enforces all State statutes governing ColoTrust. ColoTrust operates similarly to a money market fund and each share is equal in value to $1.00. As of December 31, 2022, the investments in ColoTrust were valued at net asset value. There are no unfunded commitments, the redemption frequency is daily and there is no redemption notice period.

As of December 31, 2022, the City had $12,704,301 invested in the Colorado Surplus Asset Fund Trust (CSAFE), an investment vehicle established for local government entities in Colorado to pool surplus funds. The City has $4,457,461 invested in CSAFE Cash and $8,246,840 in Colorado CORE an enhanced cash fund through CSAFE. CSAFE Cash is a highly liquid Fund operating like a money market fund with a $1.00 transactional share price. CSAFE Cash operates under GASB 79 amortized cost basis method of determining transactional share price. CSAFE Colorado Core Fund (Core) is an ultra-short duration, enhanced cash fund intended for short to intermediate term minimum investment with a $2.00 transactional share price. Core has a minimum investment or $100,000 and allows maximum of three redemptions per month. Core operated under GASB 31 and 72 method of fair market valuation.

As of December 31, 2022, The City has the following recurring fair value measurements.

Type	Rating	Carrying Value
Deposits:		
Cash on hand		$4,350
Demand deposits		22,213,850
Investments:		
Money Market	AAAm by S & P	176,486
ColoTrust	AAAm by S & P	34,315,330
CSafe Cash	AAAm by S & P	4,457,461
CSafe Core	AAAf/S1 Fitch	8,246,840
Total deposits and Investments		$69,414,317

Reconciliation of Statement of Net Position	
Current”	
Cash and investments	$ 65,584,591
Restricted cash	3,797,726
Total deposits and investments	$ 69,414,317

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local government entities may invest. The allowed investments include local government investment pools and obligations of the United States Government, and certain other investment types.

The City maintains a cash pool that is available for use by all funds.

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash only in eligible public depositories. Eligibility is determined by state regulations. Amounts on deposit in excess of federal insurance levels must be collateralized by the financial institution. The eligible collateral is determined by the PDPA.

PDPA allows the financial institution to create a single collateral pool for all public funds. The pool is to be maintained by another institution and held in trust for all the uninsured public deposits as a group. Colorado State Statutes require the market value of the collateral to be at least 102 percent of the aggregate uninsured deposits.

Interest Rate Risk - The City does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. State statute limits investment maturities to five years or less. Investments in local government pools have a maturity of less than one year.

Credit Risk - State law limits investments in commercial paper, corporate bonds, and mutual bond funds to the top two ratings issued by nationally recognized statistical rating organizations. The City has no investment policy that would further limit its investment choices.

Concentration of Credit Risk - The City places no limit on the amount the City may invest in any one issuer.

The City invests excess funds under the prudent investor rule. The criteria for selection of investments and their order of priority are: 1) safety; 2) liquidity; and 3) yield.

The City invests in two investment pools, the Colorado Liquid Assets Trust (COLOTRUST) and Colorado Surplus Asset Fund Trust (CSAFE). COLOTRUST and CSAFE operate under the Colorado Revised Statutes (24-75-701) and are overseen by Colorado Securities Commissioner. The pool invests in securities that are specified by the Colorado Revised Statutes (24-75-601). Authorized securities include U.S. treasuries, U.S. Agencies, commercial paper (rated A1 or better) and bank deposits (collateralized through PDPA).

Discretely Presented Component Units

As of December 31, 2022, the Library had the following cash and investments

Current:	
Cash and investments	$9,363,670
Restricted cash	110,132
Total deposits and investments	$9,473,802

As of December 31, 2022 FLURA, had the following cash and investments

Current:	
Cash and investments	$899,509
Total deposits and investments	$899,509

NOTE 3: RESTRICTED CASH AND INVESTMENTS

The restricted cash in the Governmental activities and Business-type activities represents special development loan accounts, and specific use funds.

Restricted Cash and Investments:

Business-Type Activities:	
2005 Series B Bonds	$189,166
2017 Series A Bonds	1,491,545
CWCB Laon	176,787
2018 Bank of Colorado Laon	480,017
2017 CWRPDA Laon	1,459,755
ARPA Cash	2,090,476
Total Business-Type Activates Restricted Cash & Investments	5,887,746
Governmental Activities:	
Revolving Loan Fund	$25,000
Museum Bequest	7,456
Total Governmental Activities Restricted Cash & Investments	32,456
Total Restricted Cash & Investments	$ 5,920,202

NOTE 4: INTERFUND RECEIVABLES, PAYABLE AND TRANSFERS

	General Fund	Non-Major Funds	Utility Enterprise Fund	Golf Course Enterprise Fund	Total
Due from Golf Enterprise Fund	$ 1,272,177	$ 347,848	$ 548,428	-	$ 2,168,453
Due to General Fund	-	-	-	(689,880)	(689,880)
Golf – Allowance for Doubtful Receivables	(582,297)	(347,848)	(548,428)	-	(1,478,573)
Total	$689,880	-	-	($ 689,880)	-

The General Fund, Culture Parks and Recreation Sales Tax Fund, and the Utility Enterprise Fund loaned cash to the Golf Enterprise Fund during the initial startup for the purpose of funding operations. The loans have been written off as there is no expectation of repayment.

In 2015 the Golf Enterprise Fund made an offer to purchase all outstanding warrants (see note 13). The offer was funded by a $1,100,000 loan from the General Fund. At the close of the offer the cash remaining from the untendered bonds of $310,120 was repaid to the General Fund. The loan due from the Golf Course to the General Fund as of December 31, 2022 is $689,880.

City ordinance requires the sales tax for debt service of the utility fund be collected by a separate fund. The funds are moved monthly to cover a portion of the debt service while maintaining the enterprise fund status of the Utility fund.

Transfers In:	**Transfers Out:** General Fund
Governmental Funds:	
Non-Major Funds	
Culture, Parks & Recreation Sales Tax Fund (CPR Fund)	$34,951
Proprietary Fund:	
Major Fund	
Utility Enterprise Fund	454,314
Recreation Center Enterprise Fund	17,897
	$507,162

The general fund transfers 100% of the museum's expenditures to the Culture, Parks and Recreation Sales Tax (CPR Fund). This transfer insures none of the sales tax collected for the operation of the CPR fund are used in for purposes not approved by the voters. Annually, the general fund transfers funds to cover the costs of irrigation water to the cemetery fund. Council approved the transfer from the general fund to the storm drainage enterprise fund to cover costs of major infrastructure project that involved replacing water, sewer and storm drainage lines and repaving streets.

NOTE 5: CAPITAL ASSETS

Primary Government Capital Asset activity for the year ended December 31, 2022 is as follows:

	Beginning Balance*	Additions	Disposals	Transfers	Ending Balance
Governmental Assets					
Capital Assets not Being Depreciated					
Land	$10,572,723	-	-	-	$10,572,723
Water Rights	823,700	-	-	-	823,700
Construction in Progress	6,393,364	2,628,748	(9,777)	(40,292)	8,972,043
Total Capital Assets Not Being Depreciated	17,789,787	2,628,748	(9,777)	(40,292)	20,368,466
Capital Assets Being Depreciated					
Building and Improvements	4,225,597	18,000	-	-	4,243,597
Land Improvements	2,000,308	279,675	0	26,599	2,306,582
Equipment and Machinery	5,849,675	193,848	-101,528	0	5,941,995
Furniture and Fixtures	18,059	0	0	0	18,059
Infrastructure	32,942,881	7,224	0	13,693	32,963,798
Total Capital Being Depreciated	45,036,520	498,747	(101,528)	40,292	45,474,031
Total Capital Assets	62,826,307	3,127,495	(111,306)	-	65,842,496
Accumulated Depreciation					
Buildings and Improvements	(2,667,835)	(114,757)	-	-	(2,782,592)
Land Improvements	(1,079,535)	(149,154)	-	-	(1,228,689)

	Beginning Balance*	Additions	Disposals	Transfers	Ending Balance
Equipment and Machinery	(4,055,548)	(446,272)	101,528	-	(4,400,292)
Furniture and Fixtures	(18,059)	-	-	-	(18,059)
Infrastructure	(18,300,974)	(891,424)	-	-	(19,192,398)
Total Accumulated Depreciation	(26,121,951)	(1,601,607)	101,528	-	(27,622,030)
Depreciated Capital Assets, Net	18,914,575	(1,104,191)	-	40,292	17,852,000
Governmental Assets					
Right-to Use Lease Assets					
Equipment	38,484	-	-	-	38,484
Vehicles	131,049	436,907	-	-	567,956
Total Right-to Use Lease Assets	169,533	436,907	-	-	606,440
Accumulated Amortization					
Equipment	-	(22,739)	-	-	(22,739)
Vehicles	-	(78,103)	-	-	(78,103)
Total Accumulated Amortization	-	(100,842)	-	-	(100,842)
Right-to Use Assets, Net	169,533	336,065	-	-	505,598
Government Activities Capital Assets, Net	$ 36,873,219	$ 1,860,622	$(9,777)	-	$ 38,726,064
Business-Type Activities					
Capital Assets not Being Depreciated					
Land	$ 3,755,280	-	-	-	$ 3,755,280
Water Rights	47,789,354	-	-	-	47,789,354
Construction in Progress	4,624,772	1,758,3778	-	(6,260)	6,376,890
Total Capital Assets Not Being Depreciated	56,169,406	1,758,378	-	(6,260)	57,921,524
Capital Assets Being Depreciated					
Wells	1,027,539	-	-	-	1,027,539
Land Improvements	1,103,178	-	-	-	1,103,178
Buildings	20,883,215	289,560	-	-	21,172,775
Utility Systems	36,269,668	-	-	6,260	36,275,928
Equipment	4,802,647	60,508	-	-	4,863,155
Total Capital Being Depreciated	64,086,247	350,068	-	6,260	64,442,575
Total Capital Assets	120,255,652	2,108,445	-	-	122,364,097
Accumulated Depreciation					
Wells	(555,448)	(25,495)	-	-	(580,943)
Land Improvements	(963,206)	(13,655)	-	-	(976,861)
Buildings	(12,268,533)	(632,921)	-	-	(12,901,454)
Utility Systems	(12,927,462)	(986,250)	-	-	(13,913,712)
Equipment	(3,345,134)	(257,733)	-	-	(3,902,868)
Total Accumulated Depreciation	(30,359,791)	(1,916,054)	-	-	(32,275,849)
Depreciated Capital Assets, Net	33,726,457	(1,565,986)	-	6,260	32,166,727

	Beginning Balance*	Additions	Disposals	Transfers	Ending Balance
Right-to Use Lease Assets					
Land	2,167,078	-	-	-	2,167,078
Office Equipment	186,584	-	-	-	186,584
Vehicles	-	28,634	-	-	28,634
Total Right-to Use Lease Assets	2,835,662	28,634	-	-	2,382,296
Accumulated Amortization					
Land	-	(214,671)	-	-	(214,671)
Office Equipment	-	(69,306)	-	-	(69,306)
Vehicles	-	(4,284)	-	-	(4,284)
Total Accumulated Amortization	-	(288,261)	-	-	(288,261)
Right-to Use Assets, Net	2,835,662	(259,627)	-	-	2,090,035
Business-Type Activities Capital Assets, Net	$ 92,249,520	($67,234)	-	-	$ 92,182,286

"* The Beginning Balance has been revised due to the implementation of GASB 87".

Depreciation/Amortization by Function	**Amount**
Governmental Activities:	
General Government	$198,441
Public Safety	123,880
Public Works	1,165,238
Culture, Parks & Recreation	214,891
Total depreciation/amortization for governmental activities	$ 1,702,450
Business-Type Activities:	
Utility	$ 1,748,685
Storm Drainage	62,826
Golf Course	118,786
Recreation	274,019
Total depreciation/amortization for business-type activities	$ 2,204,316
Total Depreciation	$ 3,843,075

Discretely Presented Component Units Capital Asset activity for the year ended December 31, 2022 is as follows:

FLURA has no investments in capital assets

The Library building is part of Fort Lupton High School and is owned by Weld County School District RE-8. Although the Library owns all the contents, collections, and equipment in the Library none of these items exceed the $5,000 limit required for capitalization.

	Beginning Balance	Additions	Disposals	Transfers	Ending Balance
Library Activities					
Capital Assets not Being Depreciated					
Land	$ 850,754	-	-	-	$ 850,754
Construction in Progress	311,165	5,253,782	-	-	5,564,947
Total Capital Assets Not Being Depreciated	1,161,919	5,253,782	-	-	6,415,701
Capital Assets Being Depreciated					
Building and Improvements	60,135	-	-	-	60,135
Total Capital Assets Being Depreciated	60,135	-	-	-	60,135
Total Capital Assets	1,222,054	-	-	-	6,475,836
Accumulated Depreciation					
Buildings and Improvements	(60,135)	-	-	-	(60,135)
Total Accumulated Depreciation	(60,135)	-	-	-	(60,135)
Depreciated Capital Assets, Net	-	-	-	-	-
Library Activities Capital Assets, Net	$1,161,919	$ 5,253,782	-	-	$ 6,415,700

NOTE 6: NOTES AND BONDS PAYABLE AND CHANGES IN LONG-TERM DEBT

	Beginning Balance	Additions	Retirements	Ending Balance	Due in 1 Year
Enterprise Funds-Utility:					
$25,195,000 Revenue Bond, Series 2019, for the purchase of 10 units of Windy Gap Water. Principal payments due annually December 1, 2022 through 2047. Interest due June 1 and December 1 2019 through 2047 with rates varying from 2% to 5%.	$25,155,000	-	$110,000	$25,045,000	$ 185,000
$3,607,647, Series 2019 Bond Premium	3,126,627	-	120,255	3,006,373	120,255
$4,396,456 Carter Lake Pipeline Construction Loan from the State of Colorado through the Colorado Water Conservation Board. The forty-year loan requires annual payments of $160,716 beginning	1,801,407	-	124,688	1,676,720	127,181

	Beginning Balance	Additions	Retirements	Ending Balance	Due in 1 Year
January 1, 1997, and provides for interest at 2%.					
$5,500,000 Loan from the Bank of Colorado. This twenty-year loan requires monthly payments of $36,365 beginning December 30 2019 and ending November 30, 2038 with an interest rate of 4.95% per annum.	4,969,079	-	181,448	4,787,630	201,312
$2,300,000 Revenue Bond, Series 2005, owned by the Colorado Water Resources and Power Development Authority for the purchase of 3 units of Windy Gap water. Principal payment due on November 1, 2006 through 2025. Principal and interest are payable each May 1 and November 1, thereafter, with interest rates varying between 3% to 4.625%.	620,000	-	145,000	475,000	150,000
$25,000,000 Waste Water Revenue Loan with $1,500,000 in loan forgiveness, owned by the Colorado Water Resources and Power Development Authority. At the end of 2022 $22,452,570 have been drawn. Payments of principal and interest are due every May 1 and November 1, starting in 2022 and ending in 2052. Interest rates is a fixed 2.75%.	-	22,452,570	1,500,000	20,952,570	465,134
Recreation Center Fund:					
$4,930,000 Principal with a $139,108 Premium, General Obligation Bond Series 2011 for the construction of the Recreation Center refinanced October 28, 2019. Principal and interest payments due December 1 starting in 2019 ending December 1, 2022. Interest only payments	500,000	-	500,000	-	-

	Beginning Balance	Additions	Retirements	Ending Balance	Due in 1 Year
due Jun 1 starting 2019. Interest rates start at 3.0% in 2019 and increase to 3.5%.					
Golf Enterprise Fund:					
$5,900,000, Bond for construction of a Golf Course, went into default in 2002	1,785,000	-	-	1,785,000	1,785,000
Total Business Type Activities	$37,957,114	$22,452,570	$2,681,391	$57,728,292	$2,913,627

The Bank of Colorado loan for the construction of a 152-acre foot water storage reservoir located at the water treatment plant is collateralized with shares of Colorado Big Thompson Water.

The Recreation Center Construction Bonds are general obligation bonds paid with a voter approved dedicated mill levy.

The $22,452,570 loan with $1,500,000 forgiveness from Colorado Water Resource and Power Development Authority was used to make a retroactive contribution to Metro Water Recovery (Metro) of the City's waste water connections existing prior to June 6, 2022. This was the initial buy-in to the Metro waste water system. The City made additional contributions of $507,738 for waste water connections occurring after June 6, 2022, using tap fees charged on building permits for new construction. These quarterly payments are an ongoing charge the City will continue to make to Metro.

Golf Enterprise Fund bonds are classified as current bond payable. (Please see note 14.)

	Beginning Balance	Additions	Retirements	Ending Balance	Due in 1 Year
Governmental Activities					
Accrued Compensated Absences	$ 489,798	$ 374,570	$ (331,812)	$ 532,556	$ 149,116
Business Type Activities					
Accrued Compensated Absences	96,053	56,138	(55,399)	96,792	27,102
Total Business Type Activities	$585,852	$ 430,708	$ (387,211)	$ 629,348	$ 176,217

The annual requirements to amortize all debt outstanding, excluding accrued compensated absences, as of December 31, 2022 are as follows:

Business Type Activities Bonds and Notes Payable:

	Principal	Premiums	Interest	Total
2023	$ 2,905,649	$120,255	$ 2,034,595	$ 5,060,499
2024	1,235,523	120,255	1,997,220	3,352,998
2025	1,322,616	120,255	1,954,778	3,397,649
2026	1,395,058	120,255	1,910,105	3,425,418
2027	1,478,509	120,255	1,855,154	3,453,918
2028-2032	8,456,672	601,275	8,330,391	17,388,338
2033-2037	10,163,471	601,275	6,466,647	17,231,393
2038-2042	10,630,761	601,275	4,378,584	15,610,620
2043-2047	12,351,619	601,273	2,246,470	15,199,362
2048-2052	4,782,042	0	369,047	5,151,089
Total	$ 54,721,920	$ 3,006,373	$ 31,542,991	$ 89,271,284

The principal of outstanding debt due in 2023 includes the default bonds of the Golf Course, amounting to $1,785,000 after the tender offer.

The City leases land, equipment, and vehicles for various terms under long-term, noncancelable lease agreements. The leases expire at various dates through 2032. Certain land leases provide for increase in future minimum annual rental payments based on defined increases in the Consumer Price Index, subject to certain minimum increases

Total future minimum lease payments are as follows:

	Beginning Balance	Additions	Deductions	Ending Balance	Due in 1 year
Governmental Activities					
Leases Payable	169,534	436,907	(94,798)	511,643	122,811
Business-Type Activities					
Leases Payable	2,353,662	28,634	(246,044)	2,136,252	251,763

Leases Payable:

	Gov. Activities Principal	Gov. Activities Interest	Business-Type Principal	Business-Type Interest	Total
2023	$ 122,811	$ 18,053	$ 251,763	$ 73,609	$ 468,259
2024	125,227	13,022	261,523	63,510	465,306
2025	111,107	8,156	206,753	54,212	382,253
2026	100,852	3,943	214,973	45,992	367,786
2027	51,645	545	218,802	37,524	310,543
2028-2032	-	-	982,439	60,363	1,042,802
Total	$ 511,642	$ 43,719	$ 2,136,253	$ 335,210	$ 2,898,688

Discretely Presented Component Units long term debt activity for the year ended December 31, 2022

FLURA General Fund

A ten-year $50,000 loan from the City to FLURA. FLURA makes $5,000 payments each year to the City. The remaining balance as of December 31, 2022 is $35,000. No interest rates specified in the loan.

Library General Fund

	Beginning Balance	Additions	Retirements	Ending Balance	Due in 1 Year
Governmental Activities					
Accrued Compensated Absences	$ 15,982	$ 46,436	$ (40,627)	$ 21,791	$ 6,101

NOTE 7: NET POSITION AND FUND BALANCE

Net position:
Net investment in capital assets reported on the government-wide statement of net position as of December 31, 2022 are as follows:

Net Investment in capital assets	Governmental Activities	Business-Type Activities
Cost of capital assets	$65,842,496	$122,364,099
Less accumulated depreciation	(27,622,030)	(32,275,847)
Net Leased Assets	505,598	2,094,034
Book value	38,726,064	92,182,285
Less leases debt	(511,642)	(2,136,252)
Less capital related debt	-	(33,769,350)
Less deferred refunding amounts and bond premiums and discounts (net)	-	(3,006,373)
Less Capital Related Payables	(23,000)	(127,809)
Net investment in capital assets	$38,191,422	$53,142,502

Primary Government's non-spendable, restricted, committed and assigned fund balances of the governmental funds consist of the following:

	General Fund	Non-Major Governmental Funds	Total
Non-Spendable Fund Balance	$232,209	$4,184	$236,393
Restricted Fund Balance			
Emergency Reserves – A portion restricted for emergencies as defined under Article X, Section 20 to the Colorado Constitution also known as the Taxpayer's Bill of Rights (TABOR)	724,846	79,723	804,569
Children's Fund – Private donations made to the police department	16,879	-	16,879
Street Sales Tax – used to maintain, build and replace streets, sidewalks, curbs and gutters	3,595,648	-	3,595,648
Evidence – cash taken into evidence as part of police investigations	8,381	-	8,381
Water Sales Tax – to support maintenance of water systems, assure quality and quantity and acquire water	4,284,963	-	4,284,963

	General Fund	Non-Major Governmental Funds	Total
Culture Parks & Recreation Sales Tax Fund – to provide culture and recreation programs and maintain parks	-	4,070,046	4,070,046
Memorial Trust Fund – administer funds donated to the cemetery	-	584	584
Perpetual Care Cemetery Fund – maintain cemetery grounds, provide services and acquire new property	-	6,702	6,702
Conservation Trust Fund – for the administration of lottery funds.	-	350,605	350,605
Total Restricted Fund Balance	8,630,717	4,507,660	13,138,377
Committed Fund Balance:			
Police Equipment	20,874	-	20,874
Victims Compensation	157,735	-	157,735
Court Surcharge	37,431	-	37,431
Total Committed Fund Balance	216,040	-	216,040
Assigned Fund Balance:			
Boys & Girls Club Building Fund	262,772	-	262,772
Field of Honor	17,188	-	17,188
Total Assigned Fund Balance	279,960	-	279,960
Unassigned	24,861,682	0	24,861,682
Total Net Position	$34,220,600	$4,511,841	$38,732,441

The Restricted Fund Balance of $3,797,270 in the Business-type funds is primarily for debt service.

Net position Library:
Net investment in capital assets reported on the government-wide statement of net position as of December 31, 2022 are as follows:

Net Investment in capital assets	Library
Cost of capital assets	$6,475,835
Less accumulated depreciation	(60,135)
Book value	6,415,971
Less Capital Related Payables	(629,500)
Net investment in capital assets	$5,786,200

Discretely Presented Component Units restricted and unassigned fund balances are as follows.

	Library General Fund	FLURA General Fund
Restricted Net Position		
Emergency Reserves – A portion restricted for emergencies as defined under Article X, Section 20 to the Colorado Constitution also known as the Taxpayer's Bill of Rights (TABOR)	$75,613	$10,865
Restricted Donations – Private donations made to the library	110,132	-
Total Restricted Net Position	185,745	10,865
Investment in Capital Assets	5,786,200	-
Unrestricted	8,911,814	852,645
Total Net Position	$ 14,883,759	$ 863,510

NOTE 8: RETIREMENT PLAN

The City and its employees participate in a defined contribution pension plan with AIG Retirement.

A defined contribution plan states that contributions of the employee and contributions of the City are, although invested jointly, maintained in separate accounts for each employee. The amount of benefit to be received at retirement is determined by the amount of monies accumulated in the employee's account at the time of retirement. All sworn police department employees contribute 10.2% of their salaries to the plan with all other employees contributing 4.0% of their salaries to the plan. The total amount of the City's current year covered payroll was $6,758,134 and the total current year payroll was $7,400,621. The City matches the respective contributions, with the total pension expense during 2022 amounted to $392,623.

The FPPA of the State of Colorado continues to provide death and disability to all police officers in accordance with state statutes, Section 31-30-1008; C.R.S. Survivors' benefits are available for spouses, dependent parents and children under the age of 18.

Component Units

The Library employee participate in the City's defined contribution pension plan with AIG Retirement. Employees' contribute 4.0% of their salaries to the plan. The total amount of the Library's current year covered payroll was $549,203 and the total current year payroll was $629,930. The City matches the respective contributions, with the total pension expense during 2022 amounting to $22,175.

NOTE 9: CONTINGENCY

The City is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA). CIRSA has a legal obligation for claims against its members to the extent that funds are available in its annually established loss fund and amounts are available from insurance providers under excess specific and aggregate insurance contracts. Losses incurred in excess of loss funds and amounts recoverable from excess insurance are direct liabilities of the participating members. CIRSA has indicated that the amount of any excess losses would be billed to members in proportion to their contributions in the year such excess occurs, although it is not legally required to do so.

The ultimate liability to the City resulting from claims not covered by CIRSA is not presently determinable. Management is of the opinion that the final outcome of such claims, if any, will not have a material adverse effect on the City's financial statements.

There is only one case wherein CIRSA would not be involved and it involves the warrant holders of the Golf Course bonds. The City Attorney states "The City has kept no funds from the Enterprise revenues, so there is no possibility that there would be a ruling that the City improperly kept funds, and there are no funds to "pay back". The City itself is in no way obligated to pay Enterprise debt or liability and is not a guarantor of the Enterprise. As such, no provision is necessary to further protect the general fund of the City".

NOTE 10: RISK MANAGEMENT

Fort Lupton is exposed to various risks of loss related to torts: theft of, damage to, destruction of assets: errors and omissions: injuries to employees: and natural disasters. On January 1, 1984, the City Council authorized participation in the Colorado Intergovernmental Risk Sharing Agency (CIRSA). A separate and independent governmental and legal entity, which was formed by intergovernmental agreement by member municipalities pursuant to the provisions of 24-10-115.5, C.R.S. as amended, 29-1-101 et. seq., C.R.S., as amended, 29-13-102, C.R.S., as amended, and Colorado Constitution, Article XIV, Section 18(2).

It is the intent of the members of CIRSA to create an entity in perpetuity which will administer and use funds contributed by the members to defend and indemnify, in accordance with the bylaws, any member in CIRSA against stated liability or loss to the limit of the financial resources of CIRSA. All income and assets of CIRSA shall be at all times dedicated to the exclusive benefit of its members.

The scope, terms, conditions and limitations of the coverages are governed by the applicable coverage policies and/or excess coverage policies, the CIRSA bylaws, and other applicable documents. There has been no change in the deductibles or coverage over the last three years. The types and monetary limits of the coverages are generally described below.

I. TYPES OF COVERAGES (subject to the limit of CIRSA' s liability as described in Section II below):

1. Property coverage.
2. Liability coverage.
   a. General liability.
   b. Auto liability.
   c. Law enforcement liability.
   d. Public official errors and omissions liability.
   e. Excess liability (for federal and out-of-state public official's claims and federal and out-of-state law enforcement).
3. Crime coverage (including employee dishonesty and money and securities).
4. Supplemental defense cost coverage for Colorado liability claims.

II. EXCESS INSURERS, AGGREGATE LIMITS AND MEMBER DEDUCTIBLE:

For the coverages described in Section I, CIRSA is liable only for payment of the applicable self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There is no aggregate excess coverage over any loss fund. Only the applicable excess insurers in applicable excess and reinsurance policies shall be payable, and only by

those excess insurers in excess of these CIRSA self-insured retentions. Fort Lupton has no settlements that exceeded insurance coverage in the past three years.

A member-selected deductible applies to each municipality's claims/occurrences. Payment of the deductible shall reduce the amount otherwise payable under the applicable CIRSA retention.

2022 CIRSA SELF-INSURED RETENTIONS:

1. $500,000 per claim/occurrence property
2. $1,000,000 per claim/occurrence liability
3. $100,000 per claim/occurrence Public Officials Liability.

2022 CIRSA LOSS FUND AMOUNTS:

Loss fund amounts are as adopted or amended from time to time by the Board of Directors based on the members in the property/casualty pool for the year and interest earnings on those amounts. Information on current loss fund amounts is available from the CIRSA Deputy Executive Director/Chief Financial Officer, at (303) 757-5475.

There is a deductible paid by the City of $1,000 (liability) and $1,000 (property), which applies to each of its claims/occurrences.

Fort Lupton continues to carry CIRSA insurance for Workers' Compensation, and Voluntary Accident Medical Insurance for volunteer and service workers.

NOTE 11: JOINT VENTURES

A joint venture is a legal entity or other organization that results from a contractual agreement and that is owned, operated or governed by two or more participants as a separate and specific activity subject to joint control in which the participants retain an on-going financial interest or an on-going financial responsibility. The City participates in the following joint venture:

Northern Colorado Water Conservancy District - NISP.

Northern Colorado Water Conservancy District (District), a quasi-municipal entity and political subdivision of the State of Colorado was established July 6, 1970, pursuant to the Water Conservancy District Act. Acting by and through its Northern Integrated Supply Project Water Activity Enterprise (NISP) (a government owned business within the meaning of Article X, Section 20(2)(d), of the Colorado Constitution, organized pursuant to C.R.S. 37-45,1-101 et seq.), whose address is 220 Water Avenue, Berthoud, Colorado 80513. In January 2003, Fort Lupton entered into an agreement with NISP in developing a water project for the purpose of developing a new reliable water supply.

Overall Project costs will be divided among the entities that participate in the Project.

The First Phase of the Project consisted of preliminary studies to evaluate both the potential of Poudre reservoir sites and the South Platte Water Conservation Project. The First Phase has been accomplished and there appears to be potential project configurations that may serve the needs of the Project.

The Second Phase of the Project, which consists of additional reservoir site evaluations, alternatives analysis, environmental studies, financial analyses, and related work, will require funding to complete the phase.

The Third Phase of the Project consists of further agency consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work and analysis for permitting, modeling, and other activities related to designing and permitting the Project.

The City has agreed to provide to the NISP Enterprise funds for its pro rata share of the costs necessary to complete the Project.

Our pro rata share is:

Year Paid	Amount
2003-2017	$ 1,488,062
2018	410,000
2019	461,250
2020	1,537,500
2021	748,250
2022	973,750
Total	$5,618,812

Investments in the joint ventures by governmental funds are recorded as expenditures at the time the investment is made.

Complete financial statements of the District can be obtained from Northern Colorado Water Conservancy District.

Town of Hudson

The Town of Hudson and the City are Colorado municipal corporations empowered to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18 of the Constitution of the State of Colorado, and the provisions of C.R.S. 29-1-201 et seq. in those circumstances where governmental entities may make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other to accomplish mutually beneficial ends. They entered into an Intergovernmental Agreement on July 26, 1995, to jointly provide for the construction, operation and maintenance of the water treatment plant to treat raw water, owned, controlled by the respective parties hereto, which water when treated will be available for use and consumption by the residents and customers of Hudson and Fort Lupton respectively.

Upon completion of the original water treatment plant, each party owned the following rights and interests: Fort Lupton owned an undivided five-sixths (5/6ths) of the treatment capacity of said plant, as well as an undivided five-sixths (5/6ths) of the personal property which constitutes the physical plant. Hudson owned the remaining undivided one-sixth (1/6th) of the treatment capacity and personal property constituting the physical plant. Each party shall own as its sole and separate property the right to deliver to the plant for treatment the raw untreated water that it owns or controls and is entitled to receive by means of the Northern Colorado Water Conservancy District's Southern Water Supply Project.

A separate flow meter is installed at the discharge point of the plant and at which treated water is delivered to the separate delivery systems of Fort Lupton and Hudson, which separate flow meters shall measure the number of gallons of treated water delivered to each party. On a monthly basis, the total of the treated water delivered from the plant to each party shall be added together to determine the total number of gallons in and delivered from the plant. The number of gallons of treated water separately delivered to Hudson shall then become the numerator in a fraction in which the entire total of treated gallons delivered to both parties is the denominator. The fraction which results shall be multiplied by the total operations and maintenance costs incurred by the operator in operating the plant during the month, and shall constitute the cost to each party of operations and maintenance for the month including fixed monthly operating costs. Hudson's amount shall be billed to Hudson on or before the 12th day of the following calendar month, and must be received by the next to the last business day of the calendar month.

Complete financial statements for the Town of Hudson may be obtained from the Town of Hudson, Colorado.

Tri-State Generation and Transmission Association, Inc.

Tri-State Generation and Transmission Association, Inc. (Tri-State) and the City entered into an agreement to build a 252-acre foot water storage reservoir on the City's water treatment plant (WTP) facility grounds. Tri-State owns 100-acre feet. The City owns the remaining approximately 152-acre feet.

Design costs of the reservoir were split equally between the City and Tri-State. The construction costs were apportioned based on the benefit of the infrastructure, Tri-State benefit, City benefit, and Common benefit. Each entity paid 100% of the infrastructure construction costs that benefited them. The Common benefit infrastructure costs were apportioned by the pro-rata share of storage capacity.

The City granted Tri-State an easement and access to the WTP grounds. Tri-State has a pipeline and pump station of the WTP grounds and will be responsible for all maintenance.

NOTE 12: TAX, SPENDING, AND DEBT LIMITATIONS

Colorado voters passed an amendment to the State Constitution, Article X, Section 20, which has several limitations, including revenue raising, spending abilities, and other specific requirements of state and local governments. The Amendment is complex and subject to judicial interpretation. The City believes it follows the requirements of the amendment. However, the City has made certain interpretations of the amendment's language in order to determine its compliance.

As a result of this constitutional requirement, the residents of Fort Lupton, in 1993, passed Referendum A. This referendum requires that if, in any given year, the City has revenues in excess of current spending limits due to property (ad valorem), sales, or use taxes, then that excess must be used for water and wastewater projects, purchase of water rights, and construction of the water system.

In 2010, the residents of Fort Lupton renewed the ½ cent Sales and Use Tax for Street Improvements for 20 years; in 2001, the ½ cent Sales and Use Tax for Culture, Parks and Recreation was renewed for 20 years; in 2002, the residents approved a $6.7 million general obligation tax to construct a Recreation Center, and in 2005 the citizens authorized extension of the ½ cent water sales tax slated to expire in 2006 for an additional 20 years. All four of these issues have been exempted from the revenue restrictions of Article X, Section 20, and from the requirements of Referendum A.

NOTE 13: DEFAULT ON GOLF COURSE REVENUE ANTICIPATION WARRANTS

The Golf Enterprise has been in technical default since June 2000, due to the level of its bond reserves. The course has not collected sufficient green fees and other revenues to pay the bond interest or principal on its 1996 Revenue Anticipation Warrants.

As a result of the default, the bond covenant states that the bonds become due and payable and thus the balance has been re-classed to Current Bonds Payable, resulting in a Current Bond Payable Balance at December 31, 2022 of $1,785,000.

NOTE 14: COMMITMENTS AND CONTRACTS & BUDGET OVERAGES

The City and Jacobs Engineering Group entered into an agreement for compensation for services to manage, operate, and maintain the effluent discharged from the Wastewater Treatment Plant and the finished water discharged for the Water Treatment Facility. Compensation for services is negotiated every three years. Compensation for years two & three will be adjusted based on the base fee adjustment formula shown in Appendix F of the negotiated agreement. Subsequent years' base fees shall be determined as hereinafter specified. 2022 fees were $1,484,964. A 3.7% increase compared to 2021.

On April 1, 2013 the City entered into a ten-year agreement with Consolidated Mutual Water Company to lease 150-acre feet of water storage in the Perry Pit East Reservoir. The lease base rate is $206.21 per acre foot of water capacity. The rate will increase annually based on a formula in paragraphs 6 (b) (c) and (d) of the lease agreement. Subsequently, the City has agreed to lease the remaining 300-acre feet of capacity in the Perry Pit East Reservoir for the same terms as the initial lease and an additional 50-acre feet. The 2022 cost of the lease was $254,663. A decrease of 7.5% compared to 2021.

In 2010 The City and Halliburton Energy Services, Inc. (Halliburton) entered into an agreement to extend water lines and sanitary sewer lines to the Halliburton facility at Denver Avenue and Weld County Road 8. Halliburton funded the construction in the amount of $2,400,000. The lines will benefit all properties in the service area and as sites are developed along the services lines a proportionate share of the original cost and accrued interest will be charged by the City on building permits and refunded to Halliburton. On December 31, 2022, $2,057,839 was the amount of the original construction costs to be collected on future development along the water and sewer lines. The interest accrued in 2022 at a rate of prime plus one percent (8.5%) was $179,159. The total accrued interest as of December 31, 2022 is $1,074,874. As the City is not required to reimburse Halliburton unless sufficient development occurs, these balances are not reported as a liability in the City's financial statements.

In 2015 The City and Martin Marietta Materials, Inc. (Martin Marietta) entered into an agreement to extend water lines from Weld County Road 8 525 lineal feet south along Denver Avenue to the Martin Marietta facility. Martin Marietta funded the construction in the amount of $114,077. The lines will benefit all properties in the service area and as sites are developed along the service lines a proportionate share of the original cost and accrued interest will be charged by the City on building permits and refunded to Martin Marietta.

NOTE 15: SALES TAX REBATES

In 2013 the City entered into an annexation agreement with L.G. Everest, Inc. The agreement contains a "Development Incentive Payment" requiring the City to refund the City's portion of sales tax collected by the

State Department of Revenue for the previous year less $35,000 by April 30. The 2022 the City's sales tax rebate totaled $2,358.

NOTE 16: COMPLIANCE

The Street Improvement Sales Tax Fund, Perpetual Care Cemetery Fund, Culture Parks and Recreation Sales Tax Fund may be in violation of state statutes as the expenditures exceed the appropriated budgets.

Primary Government Expenditures:				
	Original Budget	Final Budget	Actual	Favorable (Unfavorable) Variance
Governmental Funds:				
Street Improvement Sales Tax Fund	1,373,550	1,373,550	1,873,436	(499,886)
Culture, Parks and Recreation Sales Tax Fund	1,063,381	1,063,381	1,084,520	(21,139)
Perpetual Care Cemetery Fund	102,100	102,100	159,871	(57,771)

NOTE 16: SUBSEQUENT EVENT

In April 2023 the City sold general obligation bonds for the purpose of expanding the Recreation Center. A mill levy extension was approved by voters in November 2022 to make annual debt service payments. The parameters set by the ballot issue are as follows; $10,000,000 with a maximum total repayment cost of $18,240,000, and a maximum annual repayment of not more than $608,000. Bonds sold with a par value of $10,000,000, a net premium of $10,627,983.40, and cost of issuance of $212,806.76. The amount available to fund the project is $10,415,176.64. The coupons are 4%-5% and will be paid over thirty years.

On June 10, 2023 an ordinance will take effect authorizing a lease purchase transaction. The transaction will be classified as general obligation debt. Funds received from the lease will be used to pay outstanding golf course bonds that have been in default since 2002.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF FORT LUPTON, COLORADO

GENERAL FUND

BUDGETARY COMPARISON SCHEDULE

For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Positive (Negative) Variance
REVENUES				
Taxes	$ 11,081,511	$ 11,081,511	14,151,246	$ 3,069,735
Licenses and Permits	278,500	278,500	1,027,571	749,071
Intergovernmental	799,728	799,728	878,638	78,910
Charges for Services	764,830	764,830	1,066,979	302,149
Fines and Forfeits	298,630	298,630	225,363	(73,267)
Interest Income	20,000	20,000	337,707	(317,707)
Other	193,500	193,500	783,102	589,602
Total Revenues	13,436,699	13,436,699	18,470,606	4,398,492
EXPENDITURES				
General Government	4,664,710	4,670,710	4,737,296	(66,586)
Public Safety	3,812,207	3,812,207	3,343,095	469,112
Public Works	2,337,107	2,337,107	2,139,937	197,170
Capital Outlay	2,329,573	2,329,573	1,404,394	925,179
Debt Service:				
Principal	124,294	124,294	94,799	29,495
Interest	-	-	13,935	(13,935)
Other	592,215	586,215	620,939	(34,724)
Total Expenditures	13,860,106	13,860,106	12,354,396	1,505,710
Excess of Revenues Over (Under) Expenditures	(423,407)	(423,407)	6,116,210	5,904,202
Other Financing Sources (Uses)				
Transfers Out	(96,831)	(96,831)	(52,848)	43,983
Insurance Recoveries	-	-	9,192	9,192
Isuance of Lease	-	-	436,907	(436,907)
Proceeds From the Sale of Capital Assets	-	-	19,410	(19,410)
Total Other Financing Sources (Uses)	(96,831)	(96,831)	412,661	(403,141)
Net Change in Fund Balance	$ (520,238)	$ (520,238)	6,528,871	$ 7,049,109
FUND BALANCES, Beginning of Year			18,377,640	
FUND BALANCES, End of Year			24,906,511	

CITY OF FORT LUPTON
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
For the Year Ended December 31, 2022

NOTE 1: EXPLANATION OF DIFFERENCES BETWEEN REVENUES, EXPENDITURES AND OTHER FINANCING SOURCES (USES) FOR THE GENERAL FUND BUDGETARY COMPARISON SCHEDULE AND THE GENERAL FUND AS REPORTED IN THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Certain funds used for accounting purposes are combined with the General Fund for reporting purposes. In accordance with GASB Statement No. 41, Budgetary Comparison Schedules – Perspective Differences, the activity of such funds is not included in the General Fund budgetary comparison schedule. The following is a reconciliation of the General Fund budgetary comparison schedule to the General Fund as reported in the Statement of Revenues, Expenditures and Changes in Fund Balance for the month ended December 31, 2022.

Revenue	$	18,470,606
General Fund Budgetary Comparison Schedule		
Adjustments:		
Street Sales Tax		2,471,092
Water Sales Tax		3,090,314
Contingency		129,529
Total General Fund Revenues as reported in the Statement of Revenues, Expenditures and Changes in Fund Balance	$	24,161,541
Expenditures		
General Fund Budgetary Comparison Schedule		12,354,395
Adjustments:		
Street Sales Tax		1,873,324
Water Sales Tax		1,110,080
Total General Fund expenditures as reported in the Statement of Revenues, Expenditures and Changes in Fund Balance		15,337,799
Other Financing Sources (Uses)		
General Fund Budgetary Comparison Schedule		412,661
Adjustments:		
Water Sales Tax		(454,314)
Total General Fund expenditures as reported in the Statement of Revenues, Expenditures and Changes in Fund Balance		(41,653)

SUPPLEMENTARY INFORMATION

CITY OF FORT LUPTON, COLORADO

CONTINGENCY FUND

BUDGETARY COMPARISON SCHEDULE

For the Year Ended December 31, 2022

	Original and Final Budget	Final Budget	Actual	Positive (Negative) Variance
REVENUES				
Property Tax	$ 150,867	$ 150,867	108,498	$ (42,369)
Interest Income	-	-	21,031	21,031
Total Revenues	150,867	150,867	129,529	(21,338)
EXPENDITURES				
Capital Outlay	1,283,886	1,283,886	-	1,283,886
Total Expenditures	1,283,886	1,283,886	-	1,283,886
Excess of Revenues Over Expenditures	$ (1,133,019)	$ (1,133,019)	129,529	$ 1,262,548
FUND BALANCES, Beginning of Year			1,137,107	
FUND BALANCES, End of Year			1,266,636	

CITY OF FORT LUPTON, COLORADO

STREET IMPROVEMENT SALES TAX FUND

BUDGETARY COMPARISON SCHEDULE

For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Positive (Negative) Variance
REVENUES				
Sales Tax	$ 784,835	$ 784,835	1,526,995	$ 742,159
Interest Income	1,000	1,000	66,297	65,297
Infrastructure Assessment Fees	32,000	32,000	877,800	845,800
Total Revenues	817,835	817,835	2,471,092	1,653,256
EXPENDITURES				
General Government	-	-	236	(236)
Other	190,000	190,000	158,794	31,206
Capital Outlay	1,183,550	1,183,550	1,714,294	(530,744)
Total Expenditures	1,373,550	1,373,550	1,873,324	(499,774)
Excess of Revenues Over Expenditures	$ (555,715)	$ (555,715)	597,768	$ 1,153,482
FUND BALANCES, Beginning of Year			3,072,013	
FUND BALANCES, End of Year			3,669,781	

CITY OF FORT LUPTON, COLORADO

WATER SALES TAX FUND

BUDGETARY COMPARISON SCHEDULE

For the Year Ended December 31, 2022

	Original and Final Budget	Final Budget	Actual	Positive (Negative) Variance
REVENUE				
Sales Tax	$ 1,569,670	$ 1,569,670	$ 3,068,956	$ 1,499,285
Interest Income	1,000	1,000	21,359	20,359
Total Revenues	1,570,670	1,570,670	3,090,314	1,519,643
EXPENDITURES				
Other	615,000	615,000	61,664	553,336
Capital Outlay	1,343,125	1,343,125	1,048,416	294,710
Total Expenditures	1,958,125	1,958,125	1,110,080	848,046
Excess of Revenues Over Expenditures	(387,455)	(387,455)	1,980,234	2,367,689
Other Financing Sources (Uses)				
Operating Transfer Out	(454,314)	(454,314)	(454,314)	-
Total other Financing (Uses)	(454,314)	(454,314)	(454,314)	-
Net Change in Fund Balance	$ (841,769)	$ (841,769)	1,525,920	$ 2,367,689
FUND BALANCE, Beginning of Year			2,851,753	
FUND BALANCE, End of Year			$ 4,377,673	

CITY OF FORT LUPTON, COLORADO

NON MAJOR GOVERNMENTAL FUNDS

COMBINING BALANCE SHEET

For the Year Ended December 31, 2022

	Culture, Parks & Recreation Sales Tax Fund	Conservation Trust Fund	Perpetual Care Cemetery Fund	Memorial Trust Fund	Non Major Governmental Funds
ASSETS					
Cash	$ 3,910,909	$ 353,719	$ 10,948	$ 585	$ 4,276,161
Restricted Cash	$ 7,456	$ -	$ -	$ -	$ 7,456
Accounts Receivable	56	-	-	-	56
Sales Tax Receivable	267,227	-	-	-	267,227
Prepaid Items	4,184	-	-	-	4,184
Total Assets	$ 4,189,833	$ 353,719	$ 10,948	$ 585	$ 4,555,084
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES					
Liabilities					
Accounts Payable	$ 30,956	$ -	$ 439	$ -	$ 31,394
Accrued Expenses	11,849	-	-	-	11,849
Total Liabilities	$ 42,805	$ -	$ 439	$ -	$ 43,243
Fund Balances					
Non-Spendable	4,184	-	-	-	4,184
Restricted	4,142,844	353,719	10,510	584	4,507,657
Total Fund Balances	$ 4,147,028	$ 353,719	$ 10,510	$ 584	$ 4,511,841
Total Liabilities and Fund Balances	$ 4,189,833	$ 353,719	$ 10,948	$ 584	$ 4,555,084

CITY OF FORT LUPTON, COLORADO

NON MAJOR GOVERNMENTAL FUNDS

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND

CHANGES IN FUND BALANCE

For the Year Ended December 31, 2022

	Culture, Parks & Recreation Sales Tax Fund	Conservation Trust Fund	Perpetual Care Cemetery Fund	Memorial Trust Fund	Non Major Governmental Funds
REVENUES					
Sales Taxes	$ 1,532,466	$ -	$ -	$ -	$ 1,532,466
Federal and State Sources	-	101,982	-	-	101,982
Charges for Services	103,594	-	92,834	-	196,428
Interest Income	10,994	1,893	1,688	-	14,575
Other	744,599	-	32,450	-	777,049
Total Revenues	$ 2,391,653	$ 103,875	$ 126,972	$ -	$ 2,622,500
EXPENDITURES					
Other	85,644	-	6,128	-	91,771
Salaries and Benefits	523,178	-	-	-	523,178
Supplies	36,268	-	517	-	36,785
Utilities	37,387	-	147,610	-	184,997
Maintenance	28,050	-	5,616	-	33,667
Capital Outlay:					
Land and Land Improvements	373,992	-	-	-	373,992
Total Expenditures	$ 1,084,520	$ -	$ 159,871	$ -	$ 1,244,391
Excess (Deficiency) of Revenues Over Expenditures	1,307,133	103,875	(32,899)	-	1,378,109
Other Financing Sources (Uses)					
Transfers In	34,951	-	-	-	34,951
Total Other Financing Sources (Uses)	$ 34,951	$ -	$ -	$ -	$ 34,951
Excess (Deficiency) of Revenues Over Expenditures and Other Financing Sources (Uses)	1,342,084	103,875	(32,899)	-	1,413,060
FUND BALANCE, Beginning of Year	2,804,945	249,843	43,409	584	3,098,781
FUND BALANCE, End of Year	$ 4,147,028	$ 353,719	$ 10,510	$ 584	$ 4,511,841

CITY OF FORT LUPTON, COLORADO

CULTURE, PARKS, AND RECREATION SALES TAX FUND

BUDGETARY COMPARISON SCHEDULE

For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Positive (Negative) Variance
REVENUES				
Sales Tax	$ 784,835	$ 784,835	1,532,466	$ 747,631
Intergovernmental	25,000	25,000	-	(25,000)
Interest Income	500	500	10,994	10,494
Charges for Services	96,300	96,300	103,594	7,294
Other	143,850	143,850	744,599	600,749
Total Revenues	1,050,485	1,050,485	2,391,653	1,341,168
EXPENDITURES				
Current:				
Salaries and Benefits	514,815	514,815	523,178	(8,363)
Maintenance	42,500	42,500	28,050	14,450
Supplies	30,345	30,345	36,268	(5,923)
Utilities	41,800	41,800	37,387	4,413
Other	105,921	105,921	85,644	20,277
Capital Outlay	328,000	328,000	373,992	(45,992)
Total Expenditures	1,063,381	1,063,381	1,084,520	(21,139)
Excess Revenues Over Expenditures	(12,896)	(12,896)	1,307,133	1,320,029
Other Financing Sources (Uses)				
Transfers In	46,831	46,831	34,951	(11,880)
Transfers Out	(39,240)	(39,240)	-	39,240
Total Other Financing Sources (Uses)	7,591	7,591	34,951	27,360
Net Change in Fund Balance	$ (5,305)	$ (5,305)	1,342,084	$ 1,347,389
FUND BALANCES, Beginning of Year			2,804,945	
FUND BALANCES, End of Year			4,147,028	

CITY OF FORT LUPTON, COLORADO

CONSERVATION TRUST FUND

BUDGETARY COMPARISON SCHEDULE

For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Positive (Negative) Variance
REVENUES				
Lottery Funds	$ 75,000	$ 75,000	101,982	$ 26,982
Interest Income	200	200	1,893	1,693
Total Revenues	75,200	75,200	103,875	28,675
EXPENDITURES				
Other	10,000	10,000	-	10,000
Total Expenditures	10,000	10,000	-	10,000
Excess of Revenues Over Expenditures	$ 65,200	$ 65,200	103,875	$ 38,675
Net Change in Fund Balance	$ 65,200	$ 65,200	103,875	$ 38,675
FUND BALANCES, Beginning of Year			249,843	
FUND BALANCES, End of Year			353,719	

CITY OF FORT LUPTON, COLORADO

PERPETUAL CARE CEMETERY FUND

BUDGETARY COMPARISON SCHEDULE

For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Positive (Negative) Variance
REVENUES				
Charges for Services	$ 86,000	$ 86,000	92,834	$ 6,835
Perpetual Care	20,400	20,400	26,175	5,775
Interest Income	-	-	1,688	1,688
Other	2,500	2,500	6,275	3,775
Total Revenues	108,900	108,900	126,972	18,073
EXPENDITURES				
Maintenance	17,500	17,500	5,616	11,884
Supplies	1,300	1,300	517	783
Utilities	70,700	70,700	147,610	(76,910)
Other	12,600	12,600	6,128	6,472
Total Expenditures	102,100	102,100	159,871	(57,771)
Excess of Revenues Over Expenditures	6,800	6,800	(32,899)	(39,698)
Other Financing Sources (Uses)				
Transfers In	50,000	50,000	-	(50,000)
Total Other Financing Sources (Uses)	50,000	50,000	-	(50,000)
Net Change in Fund Balance	$ 56,800	$ 56,800	(32,899)	$ (89,698)
FUND BALANCES, Beginning of Year			43,409	
FUND BALANCES, End of Year			10,510	

CITY OF FORT LUPTON, COLORADO

MEMORIAL TRUST FUND

BUDGETARY COMPARISON SCHEDULE

For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Positive (Negative) Variance
Contributions	$ -	$ -	$ -	$ -
Other	-	-	-	-
Total Revenues	-	-	-	-
Excess of Revenues Over Expenditures	-	-	-	-
Net Change in Fund Balance	$ -	$ -	-	$ -
FUND BALANCES, Beginning of Year			584	
FUND BALANCES, End of Year			$ 584	

CITY OF FORT LUPTON, COLORADO

UTILITY ENTERPRISE FUND

BUDGET AND ACTUAL

For the Year Ended December 31, 2022

	Combined Fund			
	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Operating Revenues				
Charges for Services	$ 6,168,829	$ 6,168,829	$ 7,101,233	$ 932,405
Other Income	142,890	142,890	476,457	333,567
Total Operating Revenues	6,311,719	6,311,719	7,577,689	1,265,971
Operating Expenses				
Professional Fees	2,728,500	2,728,500	125,260	2,603,240
Contract Management	1,150,965	1,150,965	1,162,514	(11,549)
Insurance	71,470	71,470	82,482	(11,012)
Maintenance	889,280	889,280	527,483	361,797
Supplies	114,700	114,700	326,655	(211,955)
Utilities	303,500	303,500	230,508	72,992
Water Assessments	906,790	906,790	526,005	380,785
Other	391,800	391,800	212,153	179,647
Total Operating Expenses	6,557,005	6,557,005	3,193,059	3,363,946
Net Operating Income	(245,286)	(245,286)	4,384,630	4,629,916
Nonoperating Revenues (Expenses)				
Investment Income (Loss)	47,007,000	47,007,000	401,589	(46,605,411)
Interest Expense	(2,239,288)	(2,239,288)	(1,615,884)	623,667
Administrative Fee	-	-	(600)	(600)
Debt Principal	(1,278,166)	(1,278,166)	(556,295)	721,871
Capital Expenditures	(46,689,213)	(46,689,213)	(1,798,052)	46,688,950
Contributions from other Governments	-	-	1,500,000	-
Other	(1,000)	(1,000)	-	-
Total Nonoperating Revenues (Expenses)	(3,200,667)	(3,200,667)	(2,069,241)	1,428,478
Net Income (Loss) Before Transfers	(3,445,953)	(3,445,953)	2,315,388	6,058,394
Other Financing Sources (Uses)				
Capital Contributions	506,000	506,000	9,696,400	9,190,400
Capital Contributions from Tap Fees	850,000	850,000	5,744,135	(2,050,775)
Capital Contributions to Other Governments	-	-	(22,960,308)	(22,960,308)
Grants	1,040,000	1,040,000	-	-
Transfers In	454,314	454,314	454,314	-
Total Other Financing Sources (Uses)	2,850,314	2,850,314	(7,065,459)	(15,820,683)
Net Change in Fund Balance	$ (595,639)	$ (595,639)	(4,750,071)	$ (4,154,432)
Reconciliation to GAAP Basis				
Bond Principal Payments			556,295	
Capital Outlay			1,798,052	
Depreciation and Amortization			(1,748,684)	
Net Income (Loss) - GAAP Basis			(4,144,408)	
NET POSITION, Beginning of Year			57,615,471	
NET POSITION, End of Year			53,471,063	

CITY OF FORT LUPTON, COLORADO

UTILITY ENTERPRISE FUND

BUDGET AND ACTUAL

For the Year Ended December 31, 2022

	Water			
	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Operating Revenues				
Charges for Services	$ 3,575,250	$ 3,575,250	$ 4,331,446	$ 756,197
Other Income	137,890	137,890	471,649	333,759
Total Operating Revenues	3,713,140	3,713,140	4,803,095	1,089,956
Operating Expenses				
Professional Fees	188,500	188,500	108,188	80,312
Contract Management	725,108	725,108	731,113	(6,005)
Insurance	35,735	35,735	34,415	1,320
Maintenance	562,500	562,500	320,961	241,539
Supplies	103,700	103,700	308,975	(205,275)
Utilities	152,000	152,000	116,271	35,729
Water Assessments	906,790	906,790	526,005	380,785
Other	105,800	105,800	38,193	67,607
Total Operating Expenses	2,780,133	2,780,133	2,184,121	596,012
Net Operating Income	933,007	933,007	2,618,974	1,685,968
Nonoperating Revenues (Expenses)				
Investment Income (Loss)	5,000	5,000	342,449	337,449
Interest Expense	(1,486,788)	(1,486,788)	(1,569,265)	(82,476)
Administrative Fee	-	-	(600)	(600)
Debt Principal	(571,166)	(571,166)	(556,295)	14,871
Capital Expenditures	(1,450,000)	(1,450,000)	-	1,450,000
Contributions from other Governments	-	-	-	-
Other	-	-	-	-
Total Nonoperating Revenues (Expenses)	(3,502,954)	(3,502,954)	(1,783,710)	1,719,244
Net Income (Loss) Before Transfers	(2,569,947)	(2,569,947)	835,264	3,405,212
Other Financing Sources (Uses)				
Capital Contributions	506,000	506,000	9,696,400	9,190,400
Capital Contributions from Tap Fees	375,000	375,000	2,425,775	(2,050,775)
Capital Contributions to Other Governments	-	-	-	-
Grants	1,040,000	1,040,000	-	-
Transfers In	454,314	454,314	454,314	-
Total Other Financing Sources (Uses)	2,375,314	2,375,314	12,576,489	7,139,625
Net Change in Fund Balance	$ (194,633)	$ (194,633)	13,411,753	$ 10,544,837
Reconciliation to GAAP Basis				
Bond Principal Payments			556,295	
Capital Outlay			-	
Depreciation and Amortization			(1,299,719)	
Net Income (Loss) - GAAP Basis			12,668,328	
NET POSITION, Beginning of Year			45,497,540	
NET POSITION, End of Year			58,165,868	

CITY OF FORT LUPTON, COLORADO

UTILITY ENTERPRISE FUND

BUDGET AND ACTUAL

For the Year Ended December 31, 2022

	Waste Water			
	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Operating Revenues				
Charges for Services	$ 2,593,579	$ 2,593,579	$ 2,769,787	$ 176,208
Other Income	5,000	5,000	4,808	(192)
Total Operating Revenues	2,598,579	2,598,579	2,774,594	176,015
Operating Expenses				
Professional Fees	2,540,000	2,540,000	17,072	2,522,928
Contract Management	425,857	425,857	431,401	(5,544)
Insurance	35,735	35,735	48,067	(12,332)
Maintenance	326,780	326,780	206,522	120,258
Supplies	11,000	11,000	17,680	(6,680)
Utilities	151,500	151,500	114,236	37,264
Water Assessments	-	-	-	-
Other	286,000	286,000	173,960	112,040
Total Operating Expenses	3,776,872	3,776,872	1,008,939	2,767,933
Net Operating Income	(1,178,293)	(1,178,293)	1,765,656	(2,591,918)
Nonoperating Revenues (Expenses)				
Investment Income (Loss)	47,002,000	47,002,000	59,140	(46,942,860)
Interest Expense	(752,500)	(752,500)	(46,619)	706,144
Administrative Fee	-	-	-	-
Debt Principal	(707,000)	(707,000)	-	707,000
Capital Expenditures	(45,239,213)	(45,239,213)	(1,798,052)	45,238,950
Contributions from other Governments	-	-	1,500,000	-
Other	(1,000)	(1,000)	-	-
Total Nonoperating Revenues (Expenses)	302,287	302,287	(285,531)	(290,765)
Net Income (Loss) Before Transfers	(876,006)	(876,006)	1,480,125	(2,882,683)
Other Financing Sources (Uses)				
Capital Contributions	-	-	-	-
Capital Contributions from Tap Fees	475,000	475,000	3,318,360	-
Capital Contributions to Other Governments	-	-	(22,960,308)	(22,960,308)
Grants	-	-	-	-
Transfers In	-	-	-	-
Total Other Financing Sources (Uses)	475,000	475,000	(19,641,948)	(22,960,308)
Net Change in Fund Balance	$ (401,006)	$ (401,006)	(18,161,823)	$ (25,842,991)
Reconciliation to GAAP Basis				
Bond Principal Payments			-	
Capital Outlay			1,798,052	
Depreciation and Amortization			(448,965)	
Net Income (Loss) - GAAP Basis			(16,812,736)	
NET POSITION, Beginning of Year			12,117,931	-
NET POSITION, End of Year			(4,694,805)	

CITY OF FORT LUPTON, COLORADO

STORM WATER DRAINAGE ENTERPRISE FUND

SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

BUDGET AND ACTUAL

For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Positive (Negative) Variance
Operating Revenues				
Charges for Services	$ 168,360	$ 168,360	$ 721,389	$ 553,032
Total Operating Revenues	168,360	168,360	721,389	553,032
Operating Expenses				
Professional Fees	1,000	1,000	-	1,000
Maintenance	10,000	10,000	-	10,000
Supplies	1,000	1,000	233	767
Other	5,000	5,000	-	5,000
Total Operating Expenses	17,000	17,000	233	16,767
Net Operating Income	151,360	151,360	721,156	569,799
Nonoperating Revenues (Expenses)				
Investment Income	1,000	1,000	18,720	17,720
Capital Expenditures	(120,000)	(120,000)	-	120,000
Total Nonoperating Revenues	(119,000)	(119,000)	18,720	137,720
Net Income	$ 32,360	$ 32,360	739,875	$ 707,518
Reconciliation to GAAP Basis				
Depreciation and Amortization			(62,826)	
Net Income (Loss) - GAAP Basis			677,049	
NET POSITION, Beginning of Year			3,397,679	
NET POSITION, End of Year			$ 4,074,728	

CITY OF FORT LUPTON, COLORADO

RECREATION CENTER ENTERPRISE FUND

SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

BUDGET AND ACTUAL

For the Year Ended December 31, 2022

	Original and Final Budget	Final Budget	Actual	Positive (Negative) Variance
Operating Revenues				
Charges for Services	$ 362,500	$ 362,500	$ 432,778	$ 70,281
Other	19,800	19,800	39,787	19,987
Total Operating Revenues	382,300	382,300	472,565	90,268
Operating Expenses				
Salaries	1,066,154	1,066,154	959,410	106,744
Insurance	22,305	22,305	22,270	35
Maintenance	49,000	49,000	57,173	(8,173)
Merchandise for Resale	1,350	1,350	1,137	213
Supplies	58,850	58,850	58,267	583
Utilities	149,500	149,500	144,362	5,138
Recreation Programs	42,525	42,525	49,350	(6,825)
Other	77,450	77,450	109,266	(31,816)
Total Operating Expenses	1,467,134	1,467,134	1,401,235	65,899
Net Operating Income	(1,084,834)	(1,084,834)	(928,670)	156,164
Nonoperating Revenues (Expenses)				
Property Taxes	1,449,228	1,449,228	1,481,132	31,904
Gain on Disposal of Assets	-	-	674	674
Investment Income	2,000	2,000	2,580	580
Bond Principal	(500,000)	(500,000)	(500,000)	-
Interest Expense	(17,500)	(17,500)	(16,176)	(1,324)
Capital Expenditures	13,000	13,000		13,000
Total Nonoperating Revenues	946,728	946,728	968,209	44,834
Net Income Before Transfers	(138,106)	(138,106)	39,539	200,998
Net Transfers In	39,240	39,240	17,897	(21,343)
Net Income (Loss) - Budgetary Basis	$ (98,866)	$ (98,866)	57,437	$ 179,656
Reconciliation to GAAP Basis				
Bond Principal Payments			500,000	
Depreciation and Amortization			(274,019)	
Net Income (Loss) - GAAP Basis			283,418	
NET POSITION, Beginning of Year			3,302,685	
NET POSITION, End of Year			$ 3,586,103	

CITY OF FORT LUPTON, COLORADO

GOLF COURSE ENTERPRISE FUND

SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

BUDGET AND ACTUAL

For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Positive (Negative) Variance
Operating Revenues				
Charges for Services	$ 1,226,367	$ 1,226,367	$ 1,483,675	$ 257,300
Sales of Merchandise	404,791	404,791	509,791	105,000
Other	900	900	11,209	10,309
Total Operating Revenues	1,632,058	1,632,058	2,004,674	372,608
Operating Expenses				
Salaries and Benefits	897,262	897,262	844,930	52,332
Professional Fees	15,000	15,000	7,806	7,194
Insurance	16,415	16,415	16,599	(184)
Maintenance	35,700	35,700	232,103	(196,403)
Merchandise for Resale	155,048	155,048	266,798	(111,750)
Supplies	119,000	119,000	205,354	(86,354)
Utilities	151,700	151,700	166,568	(14,868)
Depreciation and Amortization	-	-	-	-
Other	189,951	189,951	163,790	26,752
Total Operating Expenses	1,580,076	1,580,076	1,903,949	(323,282)
Net Operating Loss	51,982	51,982	100,726	48,744
Nonoperating Revenues (Expenses)				
Interest Income	-	-	636	636
Interest Expense	-	-	(878,754)	(878,754)
Capital Expenditures	(250,000)	(250,000)	-	250,000
Total Nonoperating Revenues (Expenses)	(250,000)	(250,000)	(878,117)	(628,117)
Net Income (Loss) - Budgetary Basis	$ (198,018)	$ (198,018)	(777,392)	$ (579,374)
Reconciliation to GAAP Basis				
Debt Proceeds				
Bond Principal Payments				
Capital Outlay			-	
Depreciation and Amortization			(118,786)	
Net Income (Loss) - GAAP Basis			(896,178)	
NET POSITION, Beginning of Year			(363,609)	
NET POSITION, End of Year			$ (1,259,787)	

COMPONENT UNITS

FORT LUPTON PUBLIC and SCHOOL LIBRARY

GENERAL FUND

BALANCE SHEET

For the Year Ended December 31, 2022

		2022
ASSETS		
CURRENT ASSETS		
Cash	$	9,363,670
Restricted Cash		110,132
Receivables:		
Other		38,335
Total Current Assets		9,512,136.29
Total Assets		9,512,136
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts Payable	$	1,003,820
Accrued Expenses		18,468
Total Liabilities	$	1,022,288
FUND BALANCES		
Restricted		
Emergency Reserve	$	75,613
Restricted Donations		110,132
Unrestricted		8,304,104
Total Fund Balances		8,489,849
Total Liabilities and Fund Balances	$	9,512,137

FORT LUPTON PUBLIC AND SCHOOL LIBRARY

Public & School Library Fund

Reconciliation of the Balance Sheet to the Statement of Net Position

For the Year Ended December 31, 2022

Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because:

Total Fund Balance of Governmental Funds		$ 8,489,849
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds		
Cost	910,889	
Construction in Progress	5,564,946	
Less accumulated depreciation	(60,135)	
		6,415,700
Liabilities, including compensated absences are not due and payable in the current period and therefore are not reported in the funds:		
Compensated absences		(21,790)
Total Net Position Of Governmental Activities		$ 14,883,759

Fort Lupton Public And School Library

Public & School Library Fund

Statement Of Revenues, Expenditures And Changes In Fund Balance

Budgetary Comparison Schedule

For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Positive (negative) Variance
Revenues				
Intergovernment Revenue	2,318,148	2,318,148	2,318,149	1
Other	11,300	11,300	202,286	(190,986)
Total Revenues	2,329,448	2,329,448	2,520,435	(190,986)
Expenditures				
Salary & Benefits	809,869	809,869	792,856	17,013
Services	50,000	50,000	4,567	45,433
Maintenance	3,000	3,000	-	3,000
Supplies	64,000	64,000	42,415	21,585
Utilities	14,000	14,000	11,668	2,332
Programs	32,000	32,000	33,168	(1,168)
Other	58,602	58,602	28,203	30,399
Capital Outlay	9,152,000	9,152,000	5,253,782	3,898,218
Total Expenditures	10,183,471	10,183,471	6,166,659	4,016,812
Revenues Over (under) Expenditures	(7,854,023)	(7,854,023)	(3,646,223)	3,825,827
Excess (deficiency) Of Revenues Over Expenditure And The Other Sources	(7,854,023)	(7,854,023)	(3,646,223)	4,207,800
Fund Balances, Beginning Of Year			12,136,072	
Fund Balances, Year To Date			8,489,849	

FORT LUPTON PUBLIC AND SCHOOL LIBRARY

RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE TO THE STATEMENT OF NET POSITION

For the Year Ended December 31, 2022

Amounts Reported for Governmental Activities in the Statement of Activities are Different Because	
Net Changes In Fund Balance of Governmental Funds	$ (3,646,223)
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.	
Capital Additions	5,253,782
	5,253,782
Compensated absences reported in the statement of activities, do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.	
Balance at 12/31/2021	15,982
Balance at 12/31/2022	(21,790)
	(5,807)
Change In Net Position of Governmental Activities	$ 1,601,751

FORT LUPTON URBAN RENEWAL AUTHORITY

BALANCE SHEETS

For the Year Ended December 31, 2022

	2022
ASSETS	
CURRENT ASSETS	
Cash	$ 899,509
Receivables:	
Property Taxes	459,282
Total Current Assets	1,358,791
Total Assets	$ 1,358,791
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES	
LIABILITIES	
Accounts Payable	1,000
Total Liabilities	1,000
DEFERRED INFLOWS OF RESOURCES	
Property Tax	459,282
Total Deferred Inflows	459,282
FUND BALANCES	
Restricted	
Emergency Reserve	$ 10,865
Fund Balance	887,645
Total Fund Balances	898,510
Total Liabilities and Fund Balances	$ 1,358,792

FORT LUPTON URBAN RENEWAL AUTHORITY

Reconciliation of the Balance Sheet to the Statement of Net Position

December 31, 2022

	Balance Sheet	Adjustments		Statement of Net Position
ASSETS				
CURRENT ASSETS				
Cash	$ 899,509	$ -		$ 899,509
Receivables:				
Property Taxes	459,282	-		459,282
Total Current Assets	1,358,791.42	-		1,358,791.42
Total Assets	1,358,791	-		1,358,791
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Accounts Payable	1,000	-		1,000
Loan from City of Fort Lupton	-	35,000	1	35,000
Total Liabilities	1,000	35,000		36,000
DEFERRED INFLOWS OF RESOURCES				
Property Tax	459,282	-		459,282
FUND BALANCES/NET POSITION				
Restricted				
Emergency Reserve	10,865	-		10,865
Unrestricted	887,645	(35,000)		852,645
Total Fund Balances	898,510	(35,000)		863,510
Total Liabilities and Fund Balances	$ 1,358,792			$ 1,358,792

1 Long-Term Liabilities are not due and payable in the current period, therefore not reported in the funds.

FORT LUPTON URBAN RENEWAL AUTHORITY

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGETARY COMPARISON SCHEDULE
For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Positive (Negative) Variance
REVENUES				
Property Taxes	$ 308,414	$ 308,414	$ 336,758	$ 28,344
Other	-	-	25,393	(25,393)
Total Revenues	308,414	308,414	362,151	2,951
EXPENDITURES				
Supplies	500	500	51	449
Services	10,000	10,000	15	9,985
Other	151,352	151,352	54,706	96,646
Capital Outlay	452,000	452,000	-	452,000
Total Expenditures	613,852	613,852	54,772	559,080
Revenues Over (Under) Expenditures	(305,438)	(305,438)	307,379	562,032
Other Financing Sources (Uses)				
Loan	(5,000)	(5,000)	(5,000)	-
Total Other Financing Sources (Uses)	(5,000)	(5,000)	(5,000)	-
Excess (Deficiency) Of Revenues Over Expenditure	$ (310,438)	$ (310,438)	302,379	$ 612,817
FUND BALANCES, Beginning of Year			596,131	
Prior Period Adjustment				
FUND BALANCES, Year to Date			$ 898,510	

FORT LUPTON URBAN RENEWAL AUTHORITY

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES

For the Year Ended December 31, 2022

	2022	Adjustments	Statement of Activities
Expenditures / Expenses			
Expenditure	$ 59,772	$	$ 59,772
Program Revenues			
General Revenues	362,151	-	362,151
Net Program Revenue	362,151	-	362,151
Net Program Expenses	302,379	-	302,379
Change in Net Position	302,379	-	302,379
Beginning of Year	596,131	(35,000)	561,131
End of Year	$ 898,510	$ (35,000)	$ 863,510

STATISTICAL SECTION

City of Fort Lupton

Statistics Section
Fiscal Year Ended December 31, 2022

This part of the City's Annual Comprehensive Financial Report presents detail as a context for understanding information in the financial statements, note disclosures, and required supplementary information.

Financial Trends……89
These schedules contain trend information to help the reader understand the government's financial performance and well-being over time.

Revenue Capacity……93
These schedules contain information to help the reader assess the government's most significant revenue sources, sales/use tax and property tax

Debt Capacity……100
These schedules present information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt.

Demographic and Economic Information……104
These schedules offer demographic and economic indicators to help the reader understand the environment in which the government's financial activities take place.

Operating Information……105
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report related to services the government provides and the activities it performs

City of Fort Lupton, Colorado

Government-wide Net Position by Category
Fiscal Years 2013-2022
(accrual basis of accounting)

	2013	2014	2015	2016	2017	2018	2019	2021	2022
Governmental Activities									
Net Investment in Capital Assets	$ 25,382,338	$ 25,369,586	$ 25,210,238	$ 27,240,541	$ 29,476,456	$ 28,376,949	$ 29,948,994	$ 36,607,997	$ 38,191,422
Restricted	2,932,189	3,488,518	4,316,235	4,683,596	4,120,226	5,780,680	8,583,704	9,504,587	13,138,376
Unrestricted	2,410,189	3,868,299	4,313,384	3,799,350	4,095,783	6,508,404	10,355,217	18,640,594	25,084,510
Subtotal Government Activities Net Position	30,724,716	32,726,403	33,839,857	35,723,487	37,692,465	40,666,033	48,887,915	64,753,178	76,414,308
Business Type Activities									
Net Investment in Capital Assets	32,494,395	33,275,694	41,729,359	42,568,285	42,491,698	41,640,058	42,657,860	51,862,211	53,142,502
Restricted	1,356,597	1,271,912	586,963	705,519	1,929,618	2,189,223	2,193,578	2,039,632	16,491,983
Unrestricted	(3,215,546)	(2,943,955)	840,139	1,715,637	2,269,777	3,502,657	5,302,828	10,049,799	(9,762,378)
Subtotal Business Type Activities Net Position	30,635,446	31,603,651	43,156,461	44,989,441	46,691,093	47,331,938	50,154,267	63,951,643	59,872,107
Total Government									
Net Investment in Capital Assets	57,876,733	58,645,280	66,939,597	69,808,826	71,968,154	70,017,007	72,606,854	88,470,208	91,333,924
Restricted	4,288,786	4,760,430	4,903,198	5,389,115	6,049,844	7,969,903	10,777,282	11,544,219	29,630,358
Unrestricted	(805,357)	924,344	5,153,523	5,514,987	6,365,560	10,011,061	15,658,045	28,690,393	15,322,133
Total Net Position	$ 61,360,162	$ 64,330,054	$ 76,996,318	$ 80,712,928	$ 84,383,558	$ 87,997,971	$ 99,042,182	$ 128,704,820	$ 136,286,415

Source: City of Fort Lupton Finance Department

City of Fort Lupton, Colorado

Government-wide Changes in Net Position
Fiscal Years 2013-2022
(accrual basis of accounting)

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Expenses										
Governmental Activities:										
General Government	$ 1,983,618	$ 2,336,076	$ 2,765,380	$ 3,208,613	$ 3,426,257	$ 3,730,084	$ 3,543,555	$ 4,077,655	$ 4,279,643	$ 5,002,455
Public Safety	1,188,061	1,269,834	1,642,454	1,707,739	1,860,861	1,920,820	2,281,423	2,631,416	3,025,469	3,466,975
Public Works	1,351,463	1,406,244	1,354,525	1,495,318	1,479,817	1,962,923	2,220,259	2,471,910	3,306,282	3,305,175
Culture, Parks and Recreation	639,145	621,742	666,666	681,405	816,082	690,185	876,284	901,254	960,919	1,085,290
Other	546,855	591,798	723,047	732,755	778,374	1,814,351	949,425	2,372,108	1,342,595	1,818,092
Total Governmental Activities Expenses	5,709,142	6,225,694	7,152,072	7,825,830	8,361,391	10,118,363	9,870,946	12,454,343	12,914,908	14,677,987
Business Type Activities:										
Utilities	4,591,194	5,738,153	4,318,890	4,971,703	4,610,554	6,751,672	6,704,642	6,369,606	7,852,628	29,518,535
Storm Water Drainage	33,747	28,852	21,788	27,492	40,277	48,070	47,924	48,579	42,877	63,059
Golf	1,060,304	1,231,840	1,185,890	1,076,466	1,306,738	1,394,451	1,436,023	1,472,471	1,826,640	2,901,489
Recreation	1,139,988	1,212,567	1,289,317	1,329,787	1,429,122	1,502,879	1,778,707	1,356,280	1,391,984	1,691,431
Other	12,750	-	-	-	518,095	56,660	600	-	-	-
Total Business Type Activities Expenses	6,837,983	8,211,412	6,815,885	7,405,448	7,904,786	9,753,732	9,967,896	9,246,936	11,114,129	34,174,514
Total Government Expenses	12,547,125	14,437,106	13,967,957	15,231,278	16,266,177	19,872,095	19,838,842	21,701,279	24,029,037	48,852,500
Program Revenues										
Governmental Activities:										
Charges for Services, Sales & Fines										
General Government	103,153	78,354	117,306	436,871	300,698	331,153	403,619	569,481	665,532	1,137,145
Public Safety	208,226	168,597	290,045	285,126	263,561	275,372	413,969	340,396	478,743	325,168
Public Works	371,754	276,280	648,451	301,513	361,881	1,118,532	445,717	916,844	466,490	1,358,648
Culture, Parks and Recreation	116,998	122,409	158,472	233,201	163,847	122,733	216,161	326,266	547,839	787,444
Operating Grants and Contributions	172,698	235,720	182,179	185,628	171,386	190,946	227,546	169,047	200,162	272,958
Capital Grants and Contributions	461,155	529,298	177,101	1,221,755	802,689	985,112	1,014,444	451,772	37,845	7,500
Total Governmental Activities Program Revenue	1,433,984	1,410,658	1,573,554	2,664,094	2,064,062	3,023,848	2,721,456	2,773,806	2,396,611	3,888,862
Business Type Activities:										
Utilities	4,967,660	4,915,359	5,218,152	4,549,974	4,966,162	4,831,577	5,835,302	6,338,927	8,064,595	7,577,689
Storm Water Drainage	106,172	139,480	237,721	350,590	363,776	787,776	394,967	401,344	315,428	721,389
Golf	859,367	987,288	1,138,444	1,048,208	1,124,524	1,214,313	1,243,721	1,613,191	1,866,512	2,004,674
Recreation	369,748	371,570	363,156	396,250	469,887	683,536	371,583	168,084	327,628	472,565
Operating Grants and Contributions	-	3,336	-	86	8,260	-	-	-	-	-
Capital Grants and Contributions	298,120	669,042	2,947,240	83,420	464,757	657,929	1,497,675	5,649,987	4,477,125	16,940,535
Total Business Activities Program Revenue	6,601,067	7,086,075	9,904,713	6,428,528	7,397,366	8,175,131	9,343,248	14,171,533	15,051,288	27,716,852
Total Program Revenues	8,035,051	8,496,733	11,478,267	9,092,622	9,461,428	11,198,979	12,064,704	16,945,339	17,447,899	31,605,714
Net (Expenses) / Revenues										
Government Activities	(4,275,158)	(4,815,036)	(5,578,518)	(5,161,736)	(6,297,329)	(7,094,515)	(7,149,490)	(9,680,537)	(10,518,297)	(10,789,130)
Business Type Activities	(236,916)	(1,125,337)	3,088,828	(976,920)	(507,420)	(1,578,601)	(624,648)	4,924,597	3,937,159	(6,457,662)
Total Government Net Expense	(4,512,074)	(5,940,373)	(2,489,690)	(6,138,656)	(6,804,749)	(8,673,116)	(7,774,138)	(4,755,940)	(6,581,138)	(17,246,791)

City of Fort Lupton, Colorado

Government-wide Changes in Net Position
Fiscal Years 2013-2022
(accrual basis of accounting)

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
								-		
General Revenues and Transfers										
Governmental Activities:										
Taxes:										
Sales & Use Tax	$ 3,177,171	$ 4,141,976	$ 3,862,467	$ 4,399,231	$ 4,957,598	$ 5,603,061	$ 8,258,952	$ 8,544,269	$ 8,765,874	$ 12,254,392
Property Tax	1,501,966	1,668,804	1,849,386	1,936,197	2,607,663	2,941,375	4,893,291	8,754,786	6,998,947	7,555,226
Other	1,068,065	1,278,040	1,293,521	1,055,742	1,151,775	1,433,390	1,670,385	1,661,614	1,425,796	1,857,191
Investment Earnings	6,142	7,998	8,203	17,574	28,174	55,687	143,304	121,249	20,116	460,970
Miscellaneous	(367,316)	147,115	139,663	112,133	454,731	1,014,186	1,075,944	485,767	544,721	796,013
Transfers	219,799	(427,210)	(461,268)	(475,511)	(933,633)	(979,616)	-	(628,426)	(631,945)	(472,211)
Total Governmental Activities	5,605,827	6,816,723	6,691,972	7,045,366	8,266,308	10,068,083	16,041,876	18,939,259	17,123,509	22,451,580
Business Type Activities:										
Property Tax	1,252,924	952,629	1,010,267	978,857	1,070,125	1,059,659	1,365,580	1,931,070	1,628,063	1,481,132
Investment Earnings	38,520	17,190	(167,692)	22,162	47,096	179,329	173,260	45,739	20,429	423,525
Miscellaneous	111,121	696,511	6,663,013	1,333,370	158,218	842	2,815	46,000	4,525	674
Transfers	342,340	427,210	497,126	475,511	933,633	979,616	12,000	628,426	631,945	472,211
Total Business Activities	1,744,905	2,093,540	8,002,714	2,809,900	2,209,072	2,219,446	1,553,655	2,651,235	2,284,962	2,377,542
Total General Revenues and Transfers	7,350,732	8,910,263	14,694,686	9,855,266	10,475,380	12,287,529	17,595,531	21,590,494	19,408,471	24,829,122
Changes in Net Position										
Government Activities	1,330,669	2,001,687	1,113,454	1,883,630	1,968,978	2,973,568	8,892,386	9,258,722	6,605,212	11,662,450
Business Type Activities	1,507,989	968,203	11,091,542	1,832,980	1,701,652	640,845	929,007	7,575,832	6,222,121	(4,080,119)
Total Government-wide Changes in Net Position	$ 2,838,658	$ 2,969,890	$ 12,204,996	$ 3,716,610	$ 3,670,630	$ 3,614,413	$ 9,821,393	$ 16,834,554	$ 12,827,333	$ 7,582,330

Source: City of Fort Lupton Finance Department

City of Fort Lupton, Colorado

Fund Balances - Governmental Funds
Fiscal Years 2013-2022
(modified accrual basis of accounting)

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
General Fund										
Restricted For:										
Emergency Reserve	$ 186,151	$ 257,218	$ 237,422	$ 278,038	$ 308,947	$ 393,381	$ 513,966	$ 621,068	$ 508,745	$ 724,846
Water Sales Tax	1,119,897	1,319,780	1,582,361	1,695,614	1,332,057	1,673,718	2,498,711	2,171,350	2,786,159	4,284,964
Street Sales Tax	889,080	954,895	1,527,542	1,337,051	1,194,440	2,535,544	3,734,789	4,724,875	3,033,541	3,595,648
Police Evidence					7,580	7,646	7,745	8,259	8,268	8,381
Children's Fund	1,248	12,248	6,629	11,681	15,039	25,941	22,227	22,527	17,755	16,879
Committed	133,707	131,235	117,507	134,514	158,173	181,694	201,488	216,654	220,136	216,040
Assigned	338,177	1,291,328	1,804,824	1,061,484	841,215	2,190,461	258,737	259,896	794,790	279,960
Non-Spendable	-	124,949	10,787	8,576	-	16,991	19,797	13,063	13,085	232,209
Unassigned	2,081,212	2,485,096	2,569,273	2,799,649	3,363,232	4,448,296	10,230,474	17,306,837	18,056,030	24,861,673
Total General Fund	4,749,472	6,576,749	7,856,345	7,326,607	7,220,683	11,473,672	17,487,934	25,344,529	25,438,509	34,220,600
All Other Governmental Funds										
Restricted for:										
Culture, Parks & Recreation	422,336	590,013	779,421	1,090,619	963,378	755,036	1,285,202	1,735,453	2,753,904	4,142,844
Other Non-Major Governmental Funds	313,477	354,364	182,860	270,593	298,785	389,414	521,064	256,900	396,214	364,812
Unassigned	-	-	-	-	(27,315)	(31,036)	(41,125)	(52,360)	(52,495)	-
Non-Spendable		49	74	-	-	-	1,315	1,088	1,159	4,184
Total All Other Governmental Funds	735,813	944,426	962,355	1,361,212	1,234,848	1,113,414	1,766,456	1,941,081	3,098,782	4,511,841
Total Governmental Funds										
Restricted	2,932,189	3,488,518	4,316,235	4,683,596	4,120,226	5,780,680	8,583,704	9,540,432	9,504,586	13,138,375
Committed	133,707	131,235	117,507	134,514	158,172	181,693	201,487	216,653	220,135	216,040
Assigned	338,177	1,291,328	1,804,824	1,061,484	841,215	2,190,461	258,737	259,896	794,790	279,960
Non-Spendable	-	124,998	10,861	8,576	-	16,991	21,112	14,151	14,243	236,393
Unassigned	2,081,212	2,485,096	2,569,273	2,799,649	3,335,918	4,417,260	10,189,349	17,254,477	18,003,536	24,861,673
Total Governmental Fund Balances	$ 5,485,285	$ 7,521,175	$ 8,818,700	$ 8,687,819	$ 8,455,531	$ 12,587,085	$ 19,254,389	$ 27,285,609	$ 28,537,290	$ 38,732,441

Source: City of Fort Lupton Finance Department

City of Fort Lupton, Colorado

General Governmental Tax Revenue by Source
Fiscal Years 2013-2022

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
REVENUES SOURCE										
Sales Tax	$ 3,119,863	$ 3,959,981	$ 3,729,005	$ 3,834,104	$ 4,557,103	4,919,916	7,775,784	7,375,839	7,915,706	10,795,599
Property Tax	1,471,927	1,668,804	1,849,386	1,936,197	2,607,662	2,941,374	4,893,291	8,754,786	6,998,947	7,555,226
Motor Vehicle Tax	28,728	29,732	27,958	34,726	33,601	34,534	35,046	32,437	35,440	35,706
Specific Ownership Tax	184,481	219,304	190,753	185,546	295,048	310,010	427,260	511,711	437,194	542,843
Use Tax	87,342	181,993	133,461	565,127	400,496	341,572	341,572	1,168,430	341,572	1,458,794
Total Revenues	$ 4,979,683	$ 6,059,814	$ 5,930,563	$ 6,555,700	$ 7,893,910	$ 8,547,406	$ 13,472,953	$ 17,843,203	$ 15,728,859	$ 20,388,167

Source: City of Fort Lupton Finance Department

City of Fort Lupton, Colorado

Sales Tax by Category
Fiscal Years 2013-2022

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
REVENUES SOURCE										
Motor Vehicle	$ 551,239	$ 970,371	$ 612,699	$ 812,825	$ 1,005,080	$ 896,505	$ 1,061,388	$ 923,765	$ 1,178,342	$ 1,251,786
Hotels/motels	29,594	31,145	28,364	34,043	40,552	52,020	48,047	$ 23,188	30,626	34,269
Restaurant	411,571	476,089	476,114	480,344	561,422	574,112	613,867	$ 512,929	533,265	592,322
Food/grocery	533,937	585,585	570,364	601,844	617,134	651,331	693,775	$ 844,700	811,560	941,375
Gas Stations/convenience	24,718	49,956	58,186	51,696	67,424	46,067	66,338	$ 95,891	201,123	144,437
Utilities	446,456	469,668	447,897	405,310	465,782	443,482	415,158	$ 443,882	456,482	638,957
Liquor/beer	149,661	166,235	163,093	158,144	144,442	109,681	107,113	$ 165,025	176,225	181,846
Auto	162,591	161,063	144,766	187,348	203,472	210,980	465,400	$ 193,490	67,110	384,100
Retail	220,988	282,560	291,123	284,504	338,166	574,235	619,378	$ 1,247,829	1,540,248	1,731,813
Other	439,151	603,319	841,305	652,026	976,195	1,229,404	2,941,035	$ 2,563,688	2,431,251	4,325,174
Wholesale	149,958	163,991	95,092	166,019	137,435	132,098	744,286	$ 361,452	489,473	569,521
Total Revenues	$ 3,119,863	$ 3,959,981	$ 3,729,003	$ 3,834,103	$ 4,557,103	$ 4,919,916	$ 7,775,784	$ 7,375,839	$ 7,915,706	$ 10,795,598

City of Fort Lupton, Colorado

Assessed and Estimated Actual Value of Taxable Property
Fiscal Years 2013-2022

	Fort Lupton						
Year	Residential Property	Commercial Property	Industrial Property	Agricultural Property	Oil & Gas Property	Vacant Land	Other
2013	18,510,770	19,159,730	10,138,620	256,010	16,188,079	976,600	31,313,940
2014	18,826,110	19,687,500	11,989,010	399,200	12,016,590	894,760	30,632,340
2015	25,956,340	25,005,200	13,447,860	547,520	7,426,490	1,013,950	43,833,530
2016	26,189,080	30,797,040	15,197,690	559,230	27,856,950	1,019,480	21,871,800
2017	35,318,660	21,260,240	21,285,770	599,270	13,953,620	1,637,040	40,782,700
2018	35,777,760	23,007,250	23,311,580	599,010	76,034,490	1,432,390	43,339,620
2019	44,480,540	32,360,670	21,649,530	606,760	173,346,630	932,900	58,155,400
2020	46,023,640	32,685,120	20,670,600	684,590	97,971,710	1,234,890	70,294,720
2021	51,921,100	43,035,370	18,680,430	646,260	35,556,720	1,976,200	76,921,020
2022	55,270,310	41,271,090	32,644,940	590,000	69,240,190	3,299,260	84,482,590

	Less: Tax Exempt Real Property	Total Taxable Assessed Value	Total Direct Tax Rate	Grand Total Estimated Actual Taxable Value	Assessed Value as a Percentage of Actual Value
2013	14,771,850	96,543,749	27.166	466,145,510	20.71%
2014	15,758,840	94,445,510	30.274	471,538,955	20.03%
2015	16,308,230	117,230,890	28.977	569,925,138	20.57%
2016	16,490,750	123,491,270	30.766	604,356,199	20.43%
2017	18,680,760	134,837,300	34.859	738,102,106	18.27%
2018	18,518,020	184,984,080	34.293	843,886,344	21.92%
2019	25,219,950	306,312,480	35.195	1,138,711,852	26.90%
2020	24,802,440	244,762,830	35.611	1,120,203,384	21.85%
2021	25,665,200	203,071,900	45.166	1,183,399,996	17.16%
2022	26,571,389	286,798,380	37.167	1,452,821,215	19.74%

Source: Weld County Assessor

City of Fort Lupton, Colorado

Property Tax Overlapping Mill Levey
Fiscal Years 2013-2022

Levy Year	City of Fort Lupton	Weld County	School District RE8	School District RE1 - Gilcrest	Fort Lupton Fire Protection District	Fort Lupton Fire Bond (2022)	Platteville-Gilcrest Fire Protection District	High Plains Library District	Aims Junior College	Central CO Water Conservancy District (CCW)	Central CO Water Sub District (CCS)	Central COLO Water Well (CCA)
Rates (in mills)												
2013	27.166	16.804	20.703	-	9.295	1.239	-	3.264	6.302	1.887	1.301	-
2014	30.274	15.800	19.563	-	9.303	1.032	-	3.267	6.333	1.737	1.309	-
2015	28.977	15.800	15.755	-	9.343	0.632	-	3.308	6.325	1.533	1.272	-
2016	30.766	15.800	21.379	-	9.302	0.583	-	3.271	6.308	2.004	1.583	-
2017	34.859	15.800	22.066	-	9.334	0.643	-	3.256	6.317	1.800	1.353	-
2018	34.293	15.038	19.480	-	9.295	0.459	-	3.252	6.299	2.739	1.540	-
2019	35.195	15.038	18.313	-	9.295	0.350	-	3.177	6.299	1.266	2.279	-
2020	35.611	15.038	18.526	-	9.297	0.362	-	3.181	6.305	1.156	2.151	-
2021	45.166	15.038	19.782	17.187	9.305	0.483	8.656	3.197	6.342	1.404	2.189	9.304
2022	37.167	15.038	18.336	16.687	9.318	-	6.890	3.181	6.307	1.068	1.582	9.000
Collection Year												
2012	$ 2,289,419	$ 91,108,983	$ 8,671,127		$ 1,588,108	$ 622,502		$ 15,602,936	$ 28,452,629	$ 644,693	$ 1,474,147	-
2013	2,772,189	109,452,573	9,964,019		2,070,594	674,979		18,817,935	34,450,900	712,148	1,744,630	-
2014	2,680,730	119,624,895	12,308,029		3,515,702	626,222		21,068,569	38,447,286	3,997,854	1,901,490	-
2015	2,565,707	143,469,905	13,322,589		4,644,634	620,524		27,485,416	50,998,267	5,614,025	2,705,691	-
2016	3,054,021	183,013,032	26,960,036		7,643,985	849,363		34,908,644	64,060,720	6,327,916	3,031,112	-
2017	3,494,062	144,600,784	17,045,041		8,254,682	560,723		27,357,041	48,394,130	3,587,505	1,888,521	-
2018	3,983,719	148,537,875	18,258,636		6,843,482	469,790		27,601,362	50,201,101	5,318,901	3,053,071	-
2019	6,343,659	176,907,467	25,109,912		2,292,872	517,178		34,143,774	63,192,368	7,229,014	5,109,509	-
2020	10,780,668	236,584,542	30,309,888		13,470,128	519,811		44,758,168	83,976,471	5,446,707	7,682,991	-
2021	8,716,249	229,792,698	27,573,615	-	13,070,607	521,114	-	43,496,780	80,501,866	5,601,703	7,628,203	-
2022	8,992,424	179,977,118	21,650,296	17,109,082	9,554,674	514,028	6,688,404	33,379,112	63,424,288	4,823,271	435,824	1,852,582
2023	10,483,051	282,193,213	28,357,295	26,440,294	12,629,979	-	8,369,643	52,507,692	96,923,179	5,778,688	446,207	2,500,457

Source: Weld County Assessor

City of Fort Lupton, Colo

Property Tax Overlappin
Fiscal Years 2013-2022

Levy Year	Northern CO Water Conservancy District (NCW)	Cottonwood Green District #1	Cottonwood Green District #2	Cottonwood Green District #3	Cottonwood Green District #4	Cottonwood Green District #5	Mountain Sky Metropolitan District	Vincent Village Metro. District	N. Land Industrial Metro. District #2	Lupton Village Commercial Metro. District	Lupton Village Residential Metro. District	Total (excluding metro districts)
Rates (in mills)												
2013	1.000	43.000	43.000	43.000	43.000	43.000	-	-	-	-	-	88.961
2014	1.000	43.000	43.000	43.000	43.000	43.000	-	-	-	-	-	89.618
2015	1.000	43.000	43.000	43.000	43.000	43.000	-	-	-	-	-	83.945
2016	1.000	43.000	43.000	43.000	43.000	43.000	-	-	-	-	-	91.996
2017	1.000	43.000	43.000	43.000	43.000	43.000	-	-	50.000	-	-	96.428
2018	1.000	43.000	43.000	43.000	43.000	43.000	50.000	-	50.000	-	-	93.395
2019	1.000	43.000	43.000	-	-	43.000	60.000	-	50.000	-	-	92.212
2020	1.000	43.000	43.000	-	-	55.664	60.000	-	50.000	55.277	55.277	92.627
2021	1.000	-	55.664			55.664	60.042	27.000	50.000	55.277	65.453	103.906
2022	1.000	-	70.000	-	-	55.783	72.386	27.000	50.000	-	65.405	92.997
Collection Year												
2012	$ 3,901,547	$ 1	$ 1	$ 1	$ 1	$ 13,016	$ -	$ -	$ -	$ -	$ -	$ 154,356,092
2013	4,412,136	1	1	1	1	20,102	-	-	-	-	-	185,072,103
2014	4,418,338	115	115	115	115	11,714	-	-	-	-	-	208,589,115
2015	4,821,505	1	1	1	1	12,475	-	-	-	-	-	256,248,262
2016	5,983,037	1	1	1	1	10,992	-	-	-	-	-	335,831,865
2017	5,600,144	1	1	1	1	4,210	-	-	-	-	-	260,782,633
2018	6,209,066	1	1	1	1	5,010	-	-	28,361	-	-	270,477,004
2019	7,748,887	1,694	4,946	4,946	4,946	5,061	1,640	-	3,336,871	-	-	328,594,639
2020	-	1,726	6,984	-	-	4,523	1,968,743	-	2,050,042	-	-	433,529,373
2021	9,699,856	1,673	8,323	-	-	5,818	688,642	-	690,416	1,350,198	305	426,602,693
2022	8,034,505	-	7,096	-	-	6,634	258,731	34,534	247,903	304,968	3,065	330,785,541
2023	12,047,315	-	50,742	-	-	4,994	741,098	52,482	554,881	-	61,334	501,366,619

Source: Weld County Ass

City of Fort Lupton, Colorado

Property Tax Levies and Collections
Fiscal Years 2013-2022

Year Levied	Tax Levy	Year Collected	Tax Collected	Percent of Levy Collected	Delinquent Tax Collection	Total Collection	Percent of Total Tax Collected
2004	$ 1,675,470	2005	$ 1,766,538	105%	$ 279	$ 1,766,817	105%
2005	$ 1,825,002	2006	$ 1,869,807	102%	$ 1,506	$ 1,871,313	103%
2006	$ 1,873,132	2007	$ 1,978,934	106%	$ 1,604	$ 1,980,538	106%
2006	$ 1,981,897	2007	$ 1,980,538	100%	$ 453	$ 1,980,991	100%
2007	2,048,346	2008	2,051,691	100%	30,161	2,081,852	102%
2008	2,005,846	2009	2,099,385	105%	534	2,099,919	105%
2009	2,143,652	2010	2,164,289	101%	3,822	2,168,111	101%
2010	2,146,176	2011	2,281,596	106%	13	2,281,609	106%
2011	2,289,419	2012	2,276,265	99%	5,516	2,281,781	100%
2012	2,772,189	2013	2,754,890	99%	774	2,755,664	99%
2013	2,680,730	2014	2,624,832	98%	(3,399)	2,621,433	98%
2014	2,565,707	2015	2,869,349	112%	(9,696)	2,859,653	111%
2015	3,054,021	2016	2,915,053	95%	(5,137)	2,909,916	95%
2016	3,494,062	2017	3,181,719	91%	(51)	3,181,667	91%
2017	3,983,719	2018	4,000,545	100%	458	4,001,003	100%
2018	6,343,659	2019	6,256,971	99%	1,900	6,258,871	99%
2019	10,780,668	2020	10,685,856	99%	-	10,685,856	99%
2020	8,716,249	2021	8,627,010	99%	-	8,627,010	99%
2021	8,992,424	2022	9,034,580	100%	1,778	9,036,358	100%

City of Fort Lupton, Colorado

Principal Property Taxpayers
Fiscal Years 2022

	City of Fort Lupton			Weld County		
	Assessed Value	Rank	Percent of Total Assessed Value	Assessed Value	Rank	Percent of Total Assessed Value
Kerr-McGee Oil & Gas Onshore LP	$ 66,583,800	1	32.8%	$ 2,451,852,610	1	20.49%
Kerr-McGee Gathering LLC	37,780,160	2	19%	526,222,690	6	4.40%
Tri-State Cogeneration Partnership	31,941,520	3	16%			
Basalite Building Products LLC	10,560,610	4	5%			
Golden Aluminum Inc	7,520,550	5	4%			
Public Service Co Of Colo (Xcel)	7,192,640	6	4%			
Energy Property Partners LLC	5,039,870	7	2%			
GEP Investment Inc	3,970,010	8	2%			
United Power Inc	2,694,030	9	1%			
Anadarko Wattenberg Oil Complex LLC	2,075,680	10	1%			
PDC Energy Inc				2,188,186,950	2	18.28%
Noble Energy Inc				1,860,424,170	3	15.54%
Extraction Oil & Gas LLC				1,041,787,720	4	8.70%
Crestone Peak Resources, LP				573,290,010	5	4.79%
Civitas Resources Inc				457,157,790	7	3.82%
Great Western Operating and Production LLC				404,090,000	8	3.38%
Bayswater Exploration and Production LLC				391,353,650	9	3.27%
Highpoint Operating Corporation				308,095,310	10	2.57%
	$ 175,358,870		86.35%	$ 10,202,460,900		85.25%

Source: Weld County Assessor's Office
Weld County information is the latest available.

City of Fort Lupton, Colorado

Ratio of Outstanding Debt by Type
Fiscal Years 2012-2022
(Unaudited)

	Governmental Activities	Business Type Activities					Weld County	
Year	Capital Leases	Revenue Bonded Debt	General Obligation Bond	Construction Loans	Capital Leases	Total Primary Government	Percentage of Personal Income	Per Capita
2013	-	17,318,400	3,936,282	2,714,804	-	23,969,486	0.287%	3,249
2014	-	16,882,900	3,542,379	2,608,381	-	23,033,660	0.297%	3,122
2015	-	12,344,045	3,128,466	2,499,833	-	17,972,344	0.215%	2,309
2016	-	11,670,282	2,714,554	2,389,118	-	16,773,906	0.201%	2,155
2017	-	31,727,647	2,285,643	2,276,184	289,931	36,579,357	0.341%	4,700
2018		31,487,392	1,851,732	2,160,992	208,015	35,708,083	0.337%	4,480
2019		36,563,675	1,412,821	2,043,496	-	40,019,945	0.357%	5,021
2020		36,135,917	963,911	2,043,496	-	39,143,276	0.292%	4,813
2021		35,330,693	500,000	1,923,650	-	39,143,276	0.292%	4,813
2022		34,763,973	-	25,176,720	-	59,940,644	0.447%	6,362

City of Fort Lupton, Colorado

Ratio of General Bonded Debt Outstanding
Fiscal Years 2013-2022
(Unaudited)

Year	City Population (1)	Estimated Actual Value (2)	General Obligation Bond (3)	General Bonded Debt to Actual Taxable Valuation	General Bonded Debt Per Capita
2012	7,377	435,101,260	4,200,000	0.97%	569
2013	7,377	465,816,142	3,936,282	0.85%	534
2014	7,377	466,145,510	3,542,379	0.76%	480
2015	7,651	471,538,955	3,128,466	0.66%	409
2016	7,651	569,925,138	2,714,554	0.48%	355
2017	7,971	604,356,199	2,285,643	0.38%	287
2018	7,971	738,102,106	1,851,732	0.25%	232
2019	7,971	843,886,344	1,412,821	0.17%	177
2020	8,247	1,138,711,852	963,911	0.08%	117
2021	8,521	1,120,203,384	-	0.00%	-
2022	8,921	1,183,399,996	-	0.00%	-

Source: Fort Lupton Finance Department

(1) Department of Local Affairs / US Census
(2) Weld County Assessors Office

(3) General Obligation Bond Debt equal to the gross general obligation bond debt less obligations associated with proprietary Funds. In this table the gross general obligation debt is equal to net general obligation bond debt

City of Fort Lupton, Colorado

Pledged Revenue Coverage
(Unaudited)

Year	Utility Revenues	Less: Operating Expenditures	Net Available Revenue	Debt Service		Coverage
				Principal	Interest	
2013	5,398,703	4,603,944	794,759	836,613	675,520	0.53
2014	4,915,359	4,603,119	312,240	316,420	168,472	0.64
2015	5,218,152	3,778,458	1,439,694	573,512	104,726	2.12
2016	4,549,974	3,333,880	1,216,094	711,902	94,826	1.51
2017	4,966,162	2,660,005	2,306,157	640,000	127,476	18.09
2018	4,831,577	4,948,785	(117,208)	248,113	1,499,777	(0.08)
2019	5,835,302	5,182,411	652,891	408,037	1,534,917	0.43
2020	9,884,820	4,488,354	5,396,466	427,349	1,519,396	3.55
2021	6,717,994	4,903,624	1,814,370	484,367	1,501,472	1.21
2022	7,337,801	3,358,139	3,979,663	571,165	1,482,573	2.68

Source: Fort Lupton Finance Department current & prior year financial statements
Operating expenditures are net of depreciation expense

City of Fort Lupton, Colorado

Direct and Overlapping General Bonded Debt
December 31, 2022
(Unaudited)

	2022 Assessed Valuation	Outstanding General Obligation Debt	Percentage Applicable to the City	Share of Debt Applicable to the City
Overlapping General Obligation Bond Debt				
Central Colorado Water Conservancy District	$ 6,544,024,866	$ 46,907,409	2.59%	$ 1,214,902
Central Colorado Water Conservancy District Groundwater Management Subdistrict	$ 4,262,564,994	$ 27,052,750	3.13%	$ 846,751
Central Colorado Water Conservancy District Well Augmentation Subdistrict	$ 316,613,690	$ 19,642,557	0.12%	$ 23,571
Cottonwood Green Metro District No. 2	$ 724,890	$ 9,720,000	100.00%	$ 9,720,000
Lupton Village Residential Metro District	$ 937,607	$ 10,130,000	100.00%	$ 10,130,000
Mountain Sky Metropolitan District	$ 10,238,140	$ 4,862,000	100.00%	$ 4,862,000
Murata Farms Residential Metro District	$ 39,550	$ 8,410,000	100.00%	$ 8,410,000
Northern Colorado Water Conservancy District	$ 28,420,456,915	$ 2,749,019	0.77%	$ 21,167
Vincent Village Metropolitan District	$ 1,725,530	$ 1,970,000	100.00%	$ 1,970,000
Weld County School District RE-1	1,584,312,239	40,560,000	0.02%	$ 8,112
Weld County School District RE-8	1,499,728,107	47,590,000	15.35%	$ 7,305,065
Direct & Overlapping General Obligation Bonded Debt				$ 44,511,568

Source: Provided by each entity

Note:
The following governments had no outstanding general obligation bond debt as of December 31, 2022:

Aims Community College, Carbon Valley Parks and Recreation District, Central Weld County Water District, Cottonwood Greens Metropolitan District No. 1-5, Central Weld County Water District, Fort Lupton Fire Protection District, Fort Lupton Urban Renewal District, Hight Plains Library District, Lupton Village Commercial Metropolitan District, North Land Industrial Metropolitan District No. 1-2, Platte Valley Conservation District, Platteville-Gilcrest Fire Protection District, Weld County, and West Adams Conservation District

Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding

City of Fort Lupton, Colorado

Demographic and Economic Statistics
Fiscal Years 2013-2022
(Unaudited)

		Weld County (2)		
Year	**City Population (1)**	**Personal Income Amounts (expressed in billions)**	**Per Capita Income**	**Unemployment Rate**
2013	7,377	8.35	29,986	6.70%
2014	7,783	8.35	31,657	3.90%
2015	7,783	10.74	27,047	3.80%
2016	7,783	10.60	42,787	3.80%
2017	7,971	11.20	42,701	3.40%
2018	7,971	13.40	44,080	2.20%
2019	9,421	14.70	46,172	3.00%
2020	8,247	15.30	50,198	7.20%
2021	8,521	12.70	52,054	5.70%
2022	8,921			

(1) Source: Census Data or State of Colorado Department of Local Affairs, Division of Local Government.
(2) Weld

Source: Upstate Colorado in cooperation with University of Northern Colorado and the State of Colorado demographer.

City of Fort Lupton, Colorado

Principal Employers
Fiscal Years 2021
(Unaudited)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2020 Rank	% of Total Employment
Halliburton	950	800	800	1,030	1,200	1,200	1,200			1	43%
Weld School RE8	150	246	246	342	350	350	342			2	13%
Golden Aluminum	105	159	176	177	200	200	200			3	7%
City of Fort Lupton	126	181	159	159	193	193	173			4	7%
A&W Water Supply	500	325	117	117	143	143	143			5	5%
Salud Clinic			120	101	137	137	137			6	5%
Summit Body Works				100	125	125	125			7	5%
Pilot Thomas Logistics					121	121	121			8	4%
Nelson Pipeline Construction, LLC				150	111	111	150			9	4%
Merritt Aluminum			77	80	100	100	100			10	4%

Source: City of Fort Lupton
Information not available for prior years. Data will be accumulated over time.

City of Fort Lupton, Colorado

Full time Equivalent City Government Employees by Function
Fiscal Years 2014-2022
(Unaudited)

	2014	2015	2016	2017	2018	2019	2020
Function:							
General Government	19.65	21.69	23.68	25.97	26.34	25.59	26.53
Building & Grounds	10.79	12.95	13.7	14.4	12.59	12.59	11.83
Public Works	12	12	12	13	14.5	14.5	15
Public Safety	13	15	15	17	17	20	25.75
Culture, Parks & Recreation	2.23	2.57	3.49	3.32	3.77	3.77	2.91
Utility	0	1	1	1	1	1	1
Recreation Center	3.44	11.3	10.49	12.22	15.01	15.01	17.55
Golf Course	0	10.53	13.53	13.91	12.42	14.14	14.84
Library	0	11.65	12.85	12.85	12.85	11.73	11.9
Total	61.11	98.69	105.74	113.67	115.48	118.33	127.31

Miscellaneous Statistics
Fiscal Years 2022
(Unaudited)

Number of Employees	
Non-Exempt (hourly)	154
Exempt (salary)	24
Area (sq. miles)	13.08
Miles of streets maintained	57.15
Population (est.)	9,421
Elected Officials	7
Employees (Full-time equivalents)	130.73
Police Protection:	
Number of Stations	1
Number of Sworn Police Officers	24
Municipal Water and Sewer:	
Miles of Water Mains	45
Miles of Sanitary Sewer Mains	36
Miles of Storm Sewer Mains	26
Municipal Parks and Recreation:	
Number of Indoor Swimming Pools	1
Parks (Developed/Undeveloped)	12/3
Services not included in the reporting entity:	
Fire Protection (Fort Lupton Fire Protection District):	3
Electricity Services (United Power)	-
Natural Gas Service (Xcel Energy)	-
School District - Weld County School District RE-8	4

Source: City of Fort Lupton Finance Department
Information not available for prior years. Ten year data will be accumulated over time.

Form Approved
OMB No. 2125-0032

The public report burden for this information collection is estimated to average 380 hours annually.

LOCAL HIGHWAY FINANCE REPORT	City or County: Fort Lupton YEAR ENDING : December 2022
This Information From The Records Of (for example - City of _ or County of _ City of Fort Lupton	Prepared By: Cassie Campbell

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Receipts from local sources:	
1. Local highway-user taxes	
a. Motor Fuel (from Item I.A.5.)	
b. Motor Vehicle (from Item I.B.5.)	
c. Total (a.+b.)	
2. General fund appropriations	
3. Other local imposts (from page 2)	2,897,317
4. Miscellaneous local receipts (from page 2)	361,155
5. Transfers from toll facilities	
6. Proceeds of sale of bonds and notes:	
a. Bonds - Original Issues	
b. Bonds - Refunding Issues	
c. Notes	
d. Total (a. + b. + c.)	0
7. Total (1 through 6)	3,258,472
B. Private Contributions	0
C. Receipts from State government (from page 2)	358,588
D. Receipts from Federal Government (from page 2)	0
E. Total receipts (A.7 + B + C + D)	3,617,060

III. EXPENDITURES FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Local highway expenditures:	
1. Capital outlay (from page 2)	1,714,294
2. Maintenance:	1,016,016
3. Road and street services:	
a. Traffic control operations	66,381
b. Snow and ice removal	22,105
c. Other	13,931
d. Total (a. through c.)	102,417
4. General administration & miscellaneous	
5. Highway law enforcement and safety	941,369
6. Total (1 through 5)	3,774,096
B. Debt service on local obligations:	
1. Bonds:	
a. Interest	
b. Redemption	
c. Total (a. + b.)	0
2. Notes:	
a. Interest	
b. Redemption	
c. Total (a. + b.)	0
3. Total (1.c + 2.c)	0
C. Payments to State for highways	
D. Payments to toll facilities	
E. Total disbursements (A.6 + B.3 + C + D)	3,774,096

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
A. Bonds (Total)	0			0
1. Bonds (Refunding Portion)				
B. Notes (Total)	0			0

V. LOCAL ROAD AND STREET FUND BALANCE (RECEIPTS AND DISBURSEMENTS ONLY)

A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
(4,123,358)	3,617,060	3,774,096	(4,280,394)	0

Notes and Comments:

FORM FHWA-536 (Rev.06/2000) PREVIOUS EDITIONS OBSOLETE Excel (Next Page)

LOCAL HIGHWAY FINANCE REPORT	STATE: Colorado
	YEAR ENDING (mm/yy): December 2022

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		**A.4. Miscellaneous local receipts:**	
a. Property Taxes and Assessments		a. Interest on investments	66,297
b. Other local imposts:		b. Traffic Fines & Penalities	117,314
1. Sales Taxes	1,349,450	c. Parking Garage Fees	
2. Infrastructure & Impact Fees	877,800	d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	0
4. Licenses		f. Charges for Services	
5. Specific Ownership &/or Other	670,067	g. Other Misc. Receipts	0
6. Total (1. through 5.)	2,897,317	h. Other Use Tax from Bldg Permits	177,544
c. Total (a. + b.)	2,897,317	i. Total (a. through h.)	361,155
	(Carry forward to page 1)		(Carry forward to page 1)

ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		**D. Receipts from Federal Government**	
1. Highway-user taxes (from item I.C.5)	322,882	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations	35,706	d. Federal Transit Admin	
d. DOLA Grant	0	e. U.S. Corps of Engineers	
e. Other		f. Other Federal	0
f. Total (a. through e.)	35,706	g. Total (a. through f.)	0
4. Total (1. + 2. + 3.f)	358,588	3. Total (1. + 2.g)	
	(Carry forward to page 1)		(Carry forward to page 1)

III. EXPENDITURES FOR ROAD AND STREET PURPOSES - DETAIL

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
A.1. Capital outlay:			
a. Right-Of-Way Costs			0
b. Engineering Costs	0	166,385	166,385
c. Construction:			
(1). New Facilities			0
(2). Capacity Improvements		1,496,422	1,496,422
(3). System Preservation		51,487	51,487
(4). System Enhancement & Operation			0
(5). Total Construction (1) + (2) + (3) + (4)	0	1,547,909	1,547,909
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.4)	0	1,714,294	1,714,294
			(Carry forward to page 1)

Notes and Comments:

FORM FHWA-536

CliftonLarsonAllen LLP
CLAconnect.com

Management
City of Fort Lupton
Fort Lupton, Colorado

In planning and performing our audit of the financial statements of City of Fort Lupton as of and for the year ended December 31, 2022, in accordance with auditing standards generally accepted in the United States of America, we considered the entity's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we do not express an opinion on the effectiveness of the entity's internal control.

However, during our audit we became aware of deficiencies in internal control other than significant deficiencies and material weaknesses and other matters that are opportunities to strengthen your internal control and improve the efficiency of your operations. Our comments and suggestions regarding those matters are summarized below. A separate communication dated June 22, 2023, contains our written communication of material weaknesses in the entity's internal control. This letter does not affect our report on the financial statements dated June 22, 2023, nor our internal control communication dated June 22, 2023.

Information Technology Controls – User Access

- We noted certain individuals have unrestricted access within the Information Technology System and can add or modify vendors, approve invoices for payment, or edit employee information. These limitations are a result of a small accounting department, which can create segregation of duty issues.

Review Documentation

- Through review over control procedures and inquiry of City personnel, certain journal entries initiated by the Finance Director do not go through a review process prior to posting to the general ledger. We recommend the City review its internal control structure and implement a process and control where all journal entries and other significant reconciliations are reviewed by an individual other than the individual who initiates and records the entry with evidence of review.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various entity personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

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This communication is intended solely for the information and use of management, City Council, and others within the entity, and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Broomfield, Colorado
June 22, 2023

CliftonLarsonAllen LLP
CLAconnect.com

City Council
City of Fort Lupton
Fort Lupton, Colorado

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Fort Lupton (the City) as of and for the year ended December 31, 2022, and have issued our report thereon dated June 22, 2023. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), as well as certain information related to the planned scope and timing of our audit in our statement of work dated February 6, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings or issues

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Fort Lupton are described in Note 1 to the financial statements.

As described in Note 5, the entity changed accounting policies related to leases by adopting Statement of Governmental Accounting Standards Board (GASB Statement) No. 87, *Leases*, in 2022. Accordingly, the accounting change has been applied to the beginning of the period of adoption, which did not result in a restatement of net position.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

- Management's estimate of the depreciation expense is based on estimated useful lives of assets from the date they are placed into service. We evaluated the key factors and assumptions used to develop the depreciation expense in determining that it is reasonable in relation to the financial statements taken as a whole.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

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- The disclosure of the City's default on its Golf Course Revenue Anticipation in Note 13 to the financial statements describes the nature of the default settlement agreement.

- The disclosure of commitments and contracts in Note 14 to the financial statements describes certain contracts the City has entered into that represent either future commitments or expected future revenues of the City.

The financial statement disclosures are neutral, consistent, and clear.

Significant unusual transactions

We identified no significant unusual transactions.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Corrected misstatements

The following material misstatements detected as a result of audit procedures were corrected by management: Recreation Fund's property tax receivable and related deferred inflow of resources were understated.

Disagreements with management

For purposes of this communication, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the attached management representation letter dated June 22, 2023.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Other audit findings or issues

The following describes a finding or issue arising during the audit that is, in our professional judgment, significant and relevant to your oversight of the financial reporting process:

- During the audit, we identified the following significant risk of material misstatement that was not previously communicated to you in our engagement letter dated February 6, 2023: golf course bonds have been in default since 2002.

We have provided a separate communication to you dated June 22, 2023, communicating internal control related matters identified during the audit.

Audits of group financial statements

We noted no matters related to the group audit that we consider to be significant to the responsibilities of those charged with governance of the group.

Limitations on the group audit

There were no restrictions on our access to information of components or other limitations on the group audit.

Required supplementary information

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

Supplementary information in relation to the financial statements as a whole

With respect to the schedule of expenditures of federal awards (SEFA), on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the SEFA to determine that the SEFA complies with the requirements of the Uniform Guidance, the method of preparing it has not changed from the prior period or the reasons for such changes, and the SEFA is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the SEFA to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated June 22, 2023.

With respect to the combining and individual fund statements and schedules and local highway finance report (collectively, the supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated June 22, 2023.

Other information included in annual reports

Other information (financial or nonfinancial information other than the financial statements and our auditors' report thereon) is being included in your annual report and is comprised of the introductory statistical sections. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information included in your annual report and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report. Our auditors' report on the financial statements includes a separate section, "Other Information," which states we do not express an opinion or any form of assurance on the other information included in the annual report. We did not identify any material inconsistencies between the other information and the audited financial statements.

* * *

This communication is intended solely for the information and use of the City Council and management of the City of Fort Lupton and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Broomfield, Colorado
June 22, 2023

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Fort Lupton, CO 80621
Phone: 303-857-6694
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June 22, 2023

CliftonLarsonAllen LLP
370 Interlocken Boulevard, Suite 500
Broomfield, CO 80021

This representation letter is provided in connection with your audit of the financial statements of the City of Fort Lupton (the City), which comprise the respective financial position of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information as of December 31, 2022, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to misstatements that are material. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

We confirm, to the best of our knowledge and belief, as of June 22,2023, the following representations made to you during your audit of the financial statements as of and for the year ended December 31, 2022.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement agreement dated February 6, 2023, for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP. The financial statements include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.

2. We acknowledge and have fulfilled our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

4. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.

5. Significant estimates have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP. Significant estimates are estimates at the financial statement date that could change materially within the next year.

6. Related party relationships and transactions, including, but not limited to, revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

7. All events occurring subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.

8. The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements for each opinion unit. A list of the uncorrected misstatements is attached to the representation letter.

9. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.

10. Arrangements with financial institutions involving restrictions on cash balances have been properly recorded or disclosed in the financial statements.

11. Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the financial statement date and have been reduced to their estimated net realizable value.

12. We have analyzed all lease contracts and have considered and recorded material embedded leases contained within other contracts in accordance with U.S. GAAP.

13. We have implemented GASB Statement No. 87, *Leases,* during the audit period. We have implemented the new accounting standard in accordance with the transition guidance prescribed in the standard. We have sufficient and appropriate documentation supporting all estimates and judgments underlying the amounts recorded and disclosed in the financial statements.

14. We have no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.

15. Participation in a public entity risk pool has been properly reported and disclosed in the financial statements.

16. Related to the City's default on its golf course revenue anticipation warrants:

    - The City is in compliance with terms of the 2007 settlement agreement.

    - The interest accrual as of December 31, 2022, of approximately $3.4 million has been calculated in accordance with the terms of the 2007 settlement agreement and the 2015 bond tender offer. It was updated in 2022 based on new information becoming available to the City, this change was prospectively recognized as additional interest expense.

    - The $1,785,000 of bonds payable as of December 31, 2022, is reported as current bonds payable.

Information Provided

1. We have provided you with:

a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements such as records (including information obtained from within and outside of the general and subsidiary ledgers), documentation, and other matters.

b. Additional information that you have requested from us for the purpose of the audit.

c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.

d. Complete minutes of the meetings of the governing board and related committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.

e. Access to all audit or relevant monitoring reports, if any, received from funding sources.

2. All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.

3. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

4. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:

   a. Management;

   b. Employees who have significant roles in internal control; or

   c. Others when the fraud could have a material effect on the financial statements.

5. We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, grantors, regulators, or others.

6. We have no knowledge of any instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, and grant agreements, or waste or abuse whose effects should be considered when preparing financial statements.

7. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.

8. There are no other material liabilities or gain or loss contingencies that are required to be accrued or disclosed in accordance with U.S. GAAP.

9. There are no known related-party relationships or transactions which need to be accounted for or disclosed in accordance with U.S. GAAP.

10. The entity has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral, except as made known to you and disclosed in the financial statements.

11. We have a process to track the status of audit findings and recommendations.

12. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

13. We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.

14. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to the City, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.

15. The violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants has been disclosed in the financial statements, and reported as noncompliance.

16. The entity has complied with all aspects of contractual or grant agreements that would have a material effect on the financial statements in the event of noncompliance.

17. We have complied with all restrictions on resources (including donor restrictions) and all aspects of contractual and grant agreements that would have a material effect on the financial statements in the event of noncompliance. This includes complying with donor requirements to maintain a specific asset composition necessary to satisfy their restrictions.

18. We have followed all applicable laws and regulations in adopting, approving, and amending budgets.

19. The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures, jointly governed organizations, and other related organizations.

20. The financial statements properly classify all funds and activities.

21. All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.

22. Components of net position (net investment in capital assets; restricted; and unrestricted) and equity amounts are properly classified and, if applicable, approved.

23. Investments are properly valued.

24. Provisions for uncollectible receivables have been properly identified and recorded.

25. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

26. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.

27. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

28. Deposits and investment securities and derivative instruments are properly classified as to risk and are properly valued and disclosed.

29. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.

30. We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.

31. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

32. We acknowledge our responsibility for presenting the combining individual fund financial statements and schedules and the Local Highway Finance Report (the supplementary information) in accordance with U.S. GAAP, and we believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditors' report thereon.

33. We acknowledge our responsibility for the preparation of the other information included in our annual report, which is comprised of introductory and statistical sections (other information). The other information is consistent with the financial statements and does not contain any material misstatements. With regard to the other information that has not been provided to you, the final version of the documents will be provided to you when available, and prior to issuance of the annual report by the entity, so that you can complete your required procedures. We agree to correct material inconsistencies that you may identify

34. We understand TABOR (Section 20 to Article X of the Colorado Constitution) is complex and subject to interpretation and that many of the provisions will require judicial interpretation. We have reviewed the various provisions and interpretations and believe to the best of our knowledge at this time, the City is in compliance with TABOR.

35. We have complied with all secondary reporting requirements under SEC Rule No. 240.15c2-12, as outlined in the covenants to our bond issues.

36. We understand as part of the tender offer undertaken during fiscal year 2015, we were advised by the City's representatives to include in the tender offer, outstanding shares related to the letter of credit entered into with Matrix Capital Bank. However, these outstanding shares have not been included as a liability of the City at the discretion of the City's representatives.

37. As part of your audit, you prepared the schedule of expenditures of federal awards. We have designated an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee your services; have made all management judgments and decisions; and have assumed all management responsibilities. We have evaluated the adequacy and results of the service. We have reviewed, approved, and accepted responsibility for those financial statements, related notes, supplementary information, and schedule of expenditures of federal awards. We have also ensured that the entity's data and records are complete and received sufficient information to oversee the service.

38. We have evaluated the adequacy and results of the lease accounting services performed and accept responsibility for the results. We acknowledge our responsibility for our lease asset and lease liability (lease schedule) based on the lease information provided by us. We have reviewed our lease contracts and related lease schedule and have determined and accept responsibility for all inputs, outputs, assumptions and estimates included in the lease schedule, including specific review of underlying contracts for accuracy of data input. We have designated an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee your lease services; have made all significant management judgments and decisions; and have assumed all management responsibilities. We have also ensured that the entity's data and records are complete and received sufficient information to oversee the service.

39. With respect to federal award programs:

    a. We are responsible for understanding and complying with, and have complied with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) including requirements relating to preparation of the schedule of expenditures of federal awards.

    b. We acknowledge our responsibility for presenting the schedule of expenditures of federal awards (SEFA) and related notes in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement and presentation of the SEFA have not changed from those used in the prior period, and we have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the SEFA.

    c. If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issued the SEFA and the auditors' report thereon.

    d. We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and included in the SEFA expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.

    e. Expenditures of federal awards were below the $750,000 threshold and we were not required to have an audit in accordance with the Uniform Guidance in fiscal year 2021 and 2020.

f. We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.

g. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.

h. We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.

i. We have received no requests from a federal agency to audit one or more specific programs as a major program.

j. We have complied with the direct and material compliance requirements, including when applicable, those set forth in the *OMB Compliance Supplement*, relating to federal awards and confirm that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards.

k. We have disclosed to you any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditors' report.

l. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditors' report.

m. Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E).

n. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.

o. We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.

p. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.

q. There are no known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditors' report.

r. We have disclosed to you whether any changes in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies and/or material weaknesses in internal control over compliance, have occurred subsequent to the period covered by the auditors' report.

s. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared.

t. The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.

u. We have charged costs to federal awards in accordance with applicable cost principles.

v. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.

w. We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.

x. We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.

y. We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.

Signature: _____ Title: Mayor

Signature: _____ Title: City Administrator

SUMMARY OF UNCORRECTED MISSTATEMENTS - AUDIT
City of Fort Lupton
Golf Course Enterprise Fund
Year Ended December 31, 2022

UNCORRECTED MISSTATEMENTS OF AMOUNTS	Effect of misstatements on:			
Description	Assets	Liabilities	Fund Balance / Net Assets	Net Expense/Revenue and Change in Net Assets / Fund Balance
Leased golf carts over capitalization threshold.	$ 16,133	$ (24,933)	$ -	$ 8,800
Net prior year misstatements	-	-	-	-
Combined current and prior year misstatements (Rollover Method)	$ 16,133	$ (24,933)	$ -	$ 8,800
Financial statement totals	$ 5,030,608	$ 6,290,397	$ (1,259,798)	$ (896,189)
Current and prior year misstatement as a % of financial statement totals (Rollover Method)	0%	0%		-1%

CITY OF FORT LUPTON

SINGLE AUDIT OF FEDERALLY ASSISTED GRANT PROGRAMS

YEAR ENDED DECEMBER 31, 2022

CPAs | CONSULTANTS | WEALTH ADVISORS

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CITY OF FORT LUPTON
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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

City Council
City of Fort Lupton
Fort Lupton, Colorado

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Fort Lupton (the City), as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 22, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as items 2022-001 and 2022-002 that we consider to be significant deficiencies.

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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City of Fort Lupton's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Broomfield, Colorado
June 22, 2023

CliftonLarsonAllen LLP
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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM, REPORT ON INTERNAL CONTROL OVER COMPLIANCE, AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

City Council
City of Fort Lupton
Fort Lupton, Colorado

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited the City of Fort Lupton's (the City) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended December 31, 2022. The City's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2022.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

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Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We have issued our report thereon, dated June 22, 2023, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Broomfield, Colorado
June 22, 2023

CITY OF FORT LUPTON
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED DECEMBER 31, 2022

Federal Grantor/Pass-Through Grantor/ Program/Cluster Title/Project	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Total Federal Expenditures	Passed Through to Subrecipients
U.S. Department of Justice				
Direct Assistance:				
Bulletproof Vest Partnership Program	16.607	N/A	$ 1,625	$ -
Total U.S. Department of Justice			1,625	-
Environmental Protection Agency				
Passed through Colorado Water Resources and Power Development Authority:				
Clean Water State Revolving Fund	66.458	WBS22F046	2,877,551	-
Total Environmental Protection Agency			2,877,551	-
Total Expenditures of Federal Awards			$ 2,879,176	$ -

See accompanying Notes to Schedule of Expenditures of Federal Awards.

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of the City of Fort Lupton (the City) under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial statements of the City. The City's reporting entity is defined in Note 1 of the notes to the City's financial statements.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported using the modified accrual basis of accounting for governmental funds and the accrual basis of accounting for proprietary funds, which is described in Note 1 of the notes to the City's financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

The City has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

CITY OF FORT LUPTON
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED DECEMBER 31, 2022

Section I – Summary of Auditors' Results

Financial Statements

1. Type of auditors' report issued: Unmodified

2. Internal control over financial reporting:
   - Material weakness(es) identified? _____ yes ____x____ no
   - Significant deficiency(ies) identified? ____x____ yes _____ none reported

3. Noncompliance material to financial statements noted? _____ yes ____x____ no

Federal Awards

1. Internal control over major federal programs:
   - Material weakness(es) identified? _____ yes ____x____ no
   - Significant deficiency(ies) identified? _____ yes ____x____ none reported

2. Type of auditors' report issued on compliance for major federal programs: Unmodified

3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes ____x____ no

Identification of Major Federal Programs

Assistance Listing Number(s)	**Name of Federal Program or Cluster**
66.458	Clean Water State Revolving Fund

Dollar threshold used to distinguish between Type A and Type B programs: $ 750,000

Auditee qualified as low-risk auditee? _____ yes ____x____ no

Section II – Financial Statement Findings

2022-001 – Golf Course Debt

Type of Finding: Significant Deficiency in Internal Control over Financial Reporting

Condition: The Golf Course Enterprise Fund has been in technical default on the 1996 Revenue Anticipation Warrants since June 2000. The Golf Course Enterprise Fund issued an offer to purchase any and all outstanding warrants on December 19, 2015. However, $1,785,000 of the warrants were not accepted as part of the tender offer.

Criteria or Specific Requirement: The Golf Course Enterprise Fund should be making payments on the principal and interest of the outstanding warrant balance. If payments are not made, interest should be accrued and properly recorded as a liability.

Effect: The Golf Course Enterprise Fund has not been making payments on the outstanding warrants and the total amount of $1,785,000 remain outstanding as of December 31, 2022. The Golf Course Enterprise Fund's interest payable accrual is an estimate based on the information available to the Golf Course Enterprise Fund.

Cause: The Golf Course Enterprise Fund has not collected sufficient green fees and other revenues to pay the outstanding warrants. The information available to the Golf Course Enterprise Fund for calculating interest payable was limited as the bond trustee was not cooperating.

Repeat Finding: This finding was reported in prior fiscal year 2021 as a material weakness. It is reported as a significant deficiency in fiscal year 2022 as the Golf Course Enterprise Fund is in the process of taking corrective actions.

Recommendation: We recommend the City develop a plan to extinguish the Golf Course Enterprise Fund's debt in default.

Views of Responsible Officials and Planned Corrective Actions: There is no disagreement with the finding. On June 20, 2023 the City issued Certificates of Participation as a general obligation debt to refund the defaulted golf course bonds.

Section II – Financial Statement Findings (Continued)

2022-002 – Property Tax Receivable

Type of Finding: Significant Deficiency in Internal Control over Financial Reporting

Condition: The City made the property tax receivable accrual in October 2022. City Council certified an additional mill levy in December 2022 which the City added to the certification.

Criteria or Specific Requirement: Property tax is considered a deferred inflow of resources in the year the taxes are levied and measurable.

Effect: Property tax receivable and related deferred inflows of resources was understated in the Recreation Center Enterprise Fund as the City did not adjust the property tax receivable accrual to include the amounts related to the additional mill levy certified in December 2022.

Cause: The understatement in the Recreation Center Enterprise Fund was an oversight as the additional mill levy was certified after the accrual entry was made.

Recommendation: We recommend the City implement procedures to review property tax receivables and related deferred inflows of revenue during the year-end closing process to ensure balances include all certified mill levies.

Views of Responsible Officials and Planned Corrective Actions: There is no disagreement with the finding. Copies of the final mill levy will be sent to the accounting manager to insure the correct accruals are made.

Section III – Findings and Questioned Costs – Major Federal Programs

Our audit did not disclose any matters required to be reported in accordance with 2 CFR 200.516(a).

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City Council Meeting
Date: July 18, 2023
Staff: Doug Cook
Recreation Manager

AM 2023-112
Consent Agenda ☐
Action Memorandum ☒
Public Hearing ☐

SUBJECT FOR DISCUSSION

Accepting a Bid Proposal from Adolfson & Peterson Construction, to Serve as the General Manager/General Contractor for the Community Center Park Renovation Project for an Amount Not to Exceed $1,634,251.00

SUMMARY STATEMENT/BACKGROUND DISCUSSION

On February 8, 2023, a sub-committee of the Ad Hoc Committee interviewed the top three firms for the Recreation Center expansion. While all three firms were viewed as qualified, Adolfson & Peterson ("AP") really stood out due to the quality of their project team that would work on our Recreation Center, experience with multiple recreation centers with identical recreational components, and local/regional experience in the north front range area. Adolfson & Peterson Construction was selected by the Ad Hoc Committee in February 2023 to be the General Manager / General Contractor for the new Recreation Center expansion. With the timing of the Recreation Center expansion and the park renovation it made sense to ask for a proposal from Adolfson & Peterson. Both projects will be under construction at the same time.

Attachment A - Proposal includes General Conditions, General Requirements, Cost of Work, Contingencies, Insurances, Bonds, Escalation, and General Contractors Fee per the Drawings Dated 03/10/2023, Work Responsibility Matrix established by AP and Fort Lupton Dated 06/23/2023.

FINANCIAL CONSIDERATIONS

The construction budget estimate is $1,634,251.00 (attachment a). Funds will come from the following:

- 2023 Park Department – General Fund (100-3500-57500)	$30,329.00
- 2023 CPR Fund (230-6000-57500)	$249,524.00
- 2023 Conservation Trust (300-6500-57500)	$185,565.00
- GOCO Grant Funding	$490,000.00
- Weld Trust Funding	$238,153.00
- Splash Park Sponsorships	$70,610.00
- 2023 Conservation Trust (supplemental)	$195,070.00
- 2024 CPR Fund	$100,000.00
- 2024 Parks Dept. (General Fund)	$75,000.00
Total:	**$1,634,251.00**

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

The City could reconsider the General Manager/General Contractor process and substitute a traditional hard bid process. Staff recommend not going through the process of a hard bid for the following reasons:

- Quality construction firm was already interviewed and selected for recreation center expansion.
- With the timing of both projects, staging area for two construction companies could become a problem.
- Competitive pricing for sub-contractors is beneficial for both projects, some subs can get two projects with one location which saves money with mobilization, labor, staffing, etc.
- Further delaying the start date for the Community Center Park Renovation Project

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

_____ City Clerk

_____ Date

STAFF RECOMMENDATIONS

We recommend to hire Adolfson & Peterson Construction to provide Contract Management/General Contractor services for the Community Center Park Renovation Project for an amount not exceed $1,634,251.00 (attachment a).

Attachments:

a. Adolfson & Peterson Construction Project Summary Estimate
b. Agreement

Adolfson & Peterson Construction

797 Ventura Street, Aurora, CO 80011

Project:	Fort Lupton Rec. Center Splashpad	Date:	07/12/23
Owner:	Fort Lupton Recreation Center	Estimator:	Larry Petron
Architect:	Mathew Whimple (DHM Design)	Project SF:	28,312.00
		Duration in Months:	4.50
		Estimate #:	Splashpad

Project Summary Sheet - Estimated Cost of the Work

Division #0	Procurement and Contracting Requirements	$116,377	$4.11	/SF	8.1% of Direct Costs
Division #1	General Requirements	$100,484	$3.55	/SF	7.0% of Direct Costs
Division #2	Existing Conditions	$10,000	$0.35	/SF	0.7% of Direct Costs
Division #3	Concrete	$10,545	$0.37	/SF	0.7% of Direct Costs
Division #10	Specialties (Prefab Restroom and Equipment)	$18,404	$0.65	/SF	1.3% of Direct Costs
Division #11	Equipment (PIP Surfacing)	$160,150	$5.66	/SF	11.2% of Direct Costs
Division #12	Furnishings (Shade Structures)	$192,250	$6.79	/SF	13.4% of Direct Costs
Division #13	Special Construction (Vortex Equipment Install)	$223,573	$7.90	/SF	15.6% of Direct Costs
Division #22	Plumbing	$50,130	$1.77	/SF	3.5% of Direct Costs
Division #23	Heating, Ventilating and Air Conditioning	$14,680	$0.52	/SF	1.0% of Direct Costs
Division #26	Electrical	$48,395	$1.71	/SF	3.4% of Direct Costs
Division #31	Earthwork	$189,097	$6.68	/SF	13.2% of Direct Costs
Division #32	Exterior Improvements (Concrete and Landscape)	$299,007	$10.56	/SF	20.9% of Direct Costs
Division #33	Utilities (By Earthworker)	$0	$0.00	/SF	0.0% of Direct Costs
	Subtotal	$1,433,092	$50.62	/SF	100.0% of Direct Costs
	Utility Tap & Devel. Fees	By Owner	$0.00	/SF	
	Permit Allowance	By Owner	$0.00	/SF	0.00% of Project
	Use Tax	By Owner	$0.00	/SF	0.00% of Project
	Design Contingency	$50,578	$1.79	/SF	3.50% of Subtotal
	Construction Contingency	$37,391	$1.32	/SF	2.50% of Subtotal
	Builders Risk Insurance	$3,679	$0.13	/SF	0.24% of Project
	Comprehensive General Liability Insurance	$19,704	$0.70	/SF	1.20% of Costs
	Sub Bonding Subguard	$17,195	$0.61	/SF	1.40% of Costs
	Perform., Labor & Material Bond	$11,523	$0.41	/SF	0.70% of Project
	Escalation Allowance	$15,851	$0.56	/SF	1.00% of Project
	General Contractors Fee	$45,238	$1.60	/SF	2.75% of Costs
	Estimated Cost of Construction				
	Splashpad	**$1,634,251**	$57.72	/SF	100.0% of Project

Allowances

Custom Shade Structure	$110,500
Monument Sign	REMOVED FROM SCOPE

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General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Fort Lupton Splashpad
203 S. Harrison Avenue
Fort Lupton, CO 80621

THE OWNER:
(Name, legal status and address)

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

THE ARCHITECT:
(Name, legal status and address)

DHM Design Corporation
900 South Broadway, Suite 300
Denver, CO 80209

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Addendum

A Change to the Contract Documents issued by Architect with Owner's approval prior to the execution of the Contract and specifically listed in the Agreement.

§ 1.1.10 Alternate

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An Alternate is a variation in Contract requirements on which a separate price is to be received by the Owner as a part of the bid. If the Alternate is accepted in writing by Owner, the variation becomes a part of the Contract and the amount of money quoted is added or deducted from the Base Bid when determining the Contract Sum.

§ 1.1.11 Base Bid
The bid before any Alternates are considered.

§ 1.1.12 Completion
Completion is the date on which the Contractor fully performs the Contract (except for the Contractor's responsibility to correct defective or nonconforming Work, as provided in Section 3.5 and Section 12.2.2 hereof, and to satisfy other requirements, if any, which necessarily survive final payment).

§ 1.1.13 Use With Construction Management Agreement
When used in conjunction with an AIA A133 document or other contract for providing for Construction Management, the term "Contractor" as used herein shall mean the Construction Manager.

§ 1.2 Correlation and Intent of the Contract Documents
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not

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use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 The Owner has represented to the Contractor that the Owner has funds available sufficient to pay the Contractor and complete the Project. Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the

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Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, issue a second notice to the Contractor that Contractor has five (5) days to commence and continue to correct such deficiencies. If the Contractor, within such five (5) day period after receipt of such second notice, fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to

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reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. However, Contractor's investigation shall not be deemed to supersede or waive Contractor's right to rely on site information provided by Owner under Section 2.3.4.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor

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shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 Subcontractors will be independently responsible for the safety of their employees and job-site in connection with their subcontracted portions of the Work; provided, however, that the foregoing is not intended to relieve Contractor of its obligations to Owner, including, without limitation, Contractor's obligation to construct the Work in accordance with the Contract Documents.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 For a period of one (1) year following Substantial Completion of the Work, the Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. THE AFORESAID WARRANTIES AND ANY OTHER EXPRESS WARRANTIES REQUIRED UNDER THE SPECIFICATIONS, ARE IN LIEU OF ALL OTHER WARRANTIES BY THE CONTRACTOR, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. In the event there is a change in tax rates, including tariffs, by the Federal, State, County or Municipal governments, Contractor shall be entitled to a Change Order for the difference (positive or negative) and adjust the contract value accordingly.

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§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

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§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

(Paragraph deleted)

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect,as may be modified from time to time, subject to the provisions of this Agreement.

(Paragraph deleted)

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The

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Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, , and agents and employees of the Owner from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples.,. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect.

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Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.1.5 The Owner shall ensure that the Owner's separate contractors coordinate and cooperate with the Contractor and perform timely and in accordance with the Contractor's schedule. The Owner shall be liable to the Contractor for

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delay or other demonstrable adverse impact on the Contractor's activities under this Agreement resulting from acts or omissions by the Owner or the Owner's separate contractors.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract

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Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

.6 The Architect's determination, as specified above, shall not be less than the actual costs expended by the Contractor in performing the changed Work. If the Architect's determination is believed by the Contractor to be less than its actual costs (incurred or projected) in performing the Work, the Contractor may initiate dispute resolution procedures pursuant to Article 15.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and

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certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. The extension of time under this Article 8.3 shall not be deemed Contractor's sole remedy.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

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ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Notwithstanding anything herein to the contrary, the Schedule of Values submitted by a Contractor shall not act to limit or reduce a Contractor's compensation for the Work identified therein, in the event Contractor's actual cost for the Work deviates from the values shown therein.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

(Paragraph deleted)

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the

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Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** **.5** damage to the Owner or a Separate Contractor;
- **.6** **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

(Paragraph deleted)

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 Intentionally Deleted.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2,.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Notwithstanding any other circumstance, a certificate of occupancy shall constitute Substantial Completion.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. For any partial occupancy or use, the Owner shall reduce retainage proportionately to the Contractor at the time of partial occupancy or use.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

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.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be

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given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, the Contractor is not responsible for any Hazardous Materials encountered at the site. If Contractor encounters any Hazardous Materials or substance not identified in the Contract Documents to be the responsibility of Contractor, then Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

.1 "Hazardous Materials" means any materials, wastes, substances and chemicals which are deemed to be hazardous under applicable Legal Requirements, or for which handling, storage, remediation, or disposal are regulated by applicable Legal Requirements. "Legal Requirements "means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or site, the practices involved in the Project or site, or any Work.

.2 Before the Commencement Date, to the extent available, and as they become available thereafter, the Owner shall provide the Contractor with copies of all environmental studies, reports, and impact statements, including Hazardous Materials, in existence at the site.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

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§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds
§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Intentionally deleted.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance
§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall

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be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 Owner shall insure properties, real or personal or both, at or adjacent to the site by property insurance. After final payment property insurance is to be provided on the completed Project. The Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the party procuring said property insurance and made payable to the party procuring said property insurance for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the party procuring the property insurance shall notify the non-procuring party of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The non-procuring party shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the non-procuring party does not object, the procuring party shall settle the loss and both parties shall be bound by the settlement and allocation. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the non-procuring party timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the procuring party may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the

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Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for (1) tests, inspections or approvals that do not become requirement until after bids are received or negotiations concluded, and (2) tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or sixty (60) days in any 365-day period, whichever is less. The Contractor may also terminate if the Owner has failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, and that failure has continued for seven (7) days or more after the Contractor's written notice of the failure to the Owner.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.1.5 In addition to the Contractor's other remedies, if the Owner fails to make payment when due, or is otherwise in material breach of the Contract Documents, the Contractor shall have the right to stop performance of the Work until the Contractor has been paid all amounts due it or the Owner has cured its other material breach(es), in which case a Change Order shall be issued to increase the Contract Sum and extend the Contractor's time to perform as compensation to the Contractor for the costs (including reasonable markup for overhead and profit) and delays attributable to the stoppage of the Work.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.2** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the

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Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. This Subparagraph shall not operate to diminish or impair the right of the Contractor to stop Work under other provisions of the Contract Documents, and the Contractor shall not be required to continue performance when not being paid amounts due or owed under the Contract Documents, notwithstanding the provisions of this Agreement or the Owner disputing that such amounts are due and owing.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker

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and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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PAGE 1

Fort Lupton Splashpad
203 S. Harrison Avenue
Fort Lupton, CO 80621

...

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

...

DHM Design Corporation
900 South Broadway, Suite 300
Denver, CO 80209

PAGE 10

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. ~~The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.~~

...

§ 1.1.9 Addendum

A Change to the Contract Documents issued by Architect with Owner's approval prior to the execution of the Contract and specifically listed in the Agreement.

§ 1.1.10 Alternate

An Alternate is a variation in Contract requirements on which a separate price is to be received by the Owner as a part of the bid. If the Alternate is accepted in writing by Owner, the variation becomes a part of the Contract and the amount of money quoted is added or deducted from the Base Bid when determining the Contract Sum.

§ 1.1.11 Base Bid

The bid before any Alternates are considered.

§ 1.1.12 Completion

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Completion is the date on which the Contractor fully performs the Contract (except for the Contractor's responsibility to correct defective or nonconforming Work, as provided in Section 3.5 and Section 12.2.2 hereof, and to satisfy other requirements, if any, which necessarily survive final payment).

§ 1.1.13 Use With Construction Management Agreement
When used in conjunction with an AIA A133 document or other contract for providing for Construction Management, the term "Contractor" as used herein shall mean the Construction Manager.

PAGE 12

§ 2.2.1 The Owner has represented to the Contractor that the Owner has funds available sufficient to pay the Contractor and complete the Project. Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.
PAGE 13

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, issue a second notice to the Contractor that Contractor has five (5) days to commence and continue to correct such deficiencies. If the Contractor, within such five (5) day period after receipt of such second notice, fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.
PAGE 14

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. However, Contractor's investigation shall not be deemed to supersede or waive Contractor's right to rely on site information provided by Owner under Section 2.3.4.
PAGE 15

§ 3.3.2 ~~The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.~~Subcontractors will be independently responsible for the safety of their employees and job-site in connection with their subcontracted portions of the Work; provided, however, that the foregoing is not intended to relieve Contractor of its obligations to Owner, including, without limitation, Contractor's obligation to construct the Work in accordance with the Contract Documents.

...

§ 3.5.1 ~~The~~ For a period of one (1) year following Substantial Completion of the Work, the Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. THE AFORESAID WARRANTIES AND

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ANY OTHER EXPRESS WARRANTIES REQUIRED UNDER THE SPECIFICATIONS, ARE IN LIEU OF ALL OTHER WARRANTIES BY THE CONTRACTOR, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

...

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. In the event there is a change in tax rates, including tariffs, by the Federal, State, County or Municipal governments, Contractor shall be entitled to a Change Order for the difference (positive or negative) and adjust the contract value accordingly.

PAGE 17

§ 3.9.3 ~~The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.~~

...

§ 3.10.2 The ~~Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.~~Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect,as may be modified from time to time, subject to the provisions of this Agreement.

§ 3.10.3 ~~The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.~~

PAGE 19

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, ~~Architect, Architect's consultants,~~ , and agents and employees of ~~any of them~~ the Owner from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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§ 4.2.6 The ~~Architect~~ Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and ~~Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~ Samples.,. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. ~~Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.~~ The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

...

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction ~~schedules.~~ schedules when directed to do so. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

...

§ 6.1.5 The Owner shall ensure that the Owner's separate contractors coordinate and cooperate with the Contractor and perform timely and in accordance with the Contractor's schedule. The Owner shall be liable to the Contractor for delay or other demonstrable adverse impact on the Contractor's activities under this Agreement resulting from acts or omissions by the Owner or the Owner's separate contractors.

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~~**.4** As provided in Section 7.3.4.~~

...

.6 The Architect's determination, as specified above, shall not be less than the actual costs expended by the Contractor in performing the changed Work. If the Architect's determination is believed by the Contractor to be less than its actual costs (incurred or projected) in performing the Work, the Contractor may initiate dispute resolution procedures pursuant to Article 15.

PAGE 25

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. The extension of time under this Article 8.3 shall not be deemed Contractor's sole remedy.

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Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. ~~Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.~~Notwithstanding anything herein to the contrary, the Schedule of Values submitted by a Contractor shall not act to limit or reduce a Contractor's compensation for the Work identified therein, in the event Contractor's actual cost for the Work deviates from the values shown therein.

…

~~**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~

PAGE 27

.4 ~~reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;~~
.5 damage to the Owner or a Separate Contractor;
.6 ~~reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or~~
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

…

~~**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.~~

…

§ 9.6.3 ~~The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.~~Intentionally Deleted.

…

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections ~~9.6.2, 9.6.3 and 9.6.4.~~9.6.2,.

PAGE 28

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Notwithstanding any other circumstance, a certificate of occupancy shall constitute Substantial Completion.

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§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to

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by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. For any partial occupancy or use, the Owner shall reduce retainage proportionately to the Contractor at the time of partial occupancy or use.

PAGE 31

§ 10.3.1 ~~The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the~~ Unless otherwise expressly provided in the Contract Documents to be part of the Work, the Contractor is not responsible for any Hazardous Materials encountered at the site. If Contractor encounters any Hazardous Materials or substance not identified in the Contract Documents to be the responsibility of Contractor, then Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and ~~notify the Owner and Architect of the condition.~~report the condition to the Owner and Architect in writing.

.1 "Hazardous Materials" means any materials, wastes, substances and chemicals which are deemed to be hazardous under applicable Legal Requirements, or for which handling, storage, remediation, or disposal are regulated by applicable Legal Requirements. "Legal Requirements "means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or site, the practices involved in the Project or site, or any Work.

.2 Before the Commencement Date, to the extent available, and as they become available thereafter, the Owner shall provide the Contractor with copies of all environmental studies, reports, and impact statements, including Hazardous Materials, in existence at the site.

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§ 11.1.3 ~~Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~Intentionally deleted.

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§ 11.3.2 ~~If during the Project construction period the Owner insures~~ Owner shall insure properties, real or personal or both, at or adjacent to the site by property ~~insurance under policies separate from those insuring the Project, or if after~~ insurance. After final payment property insurance is to be provided on the completed ~~Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the~~ Project. The Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this ~~separate~~ property insurance.

...

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the ~~Owner as fiduciary~~ party procuring said property insurance and made payable to the ~~Owner as fiduciary~~ party procuring said property insurance for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the ~~Owner shall notify the Contractor~~ party procuring the property insurance shall notify the non-procuring party of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The ~~Contractor~~ non-procuring party shall have 14 days from receipt of notice to

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object to the proposed settlement or allocation of the proceeds. If the ~~Contractor~~ non-procuring party does not object, the ~~Owner~~ procuring party shall settle the loss and ~~the Contractor~~ both parties shall be bound by the settlement and allocation. ~~Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions.~~ Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the ~~Contractor~~ non-procuring party timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the ~~Owner~~ procuring party may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. ~~Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

PAGE 34

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be ~~effected~~ affected whether or not final payment has been made.

PAGE 35

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for (1) tests, inspections or approvals that do not become requirement until after bids are received or negotiations concluded, and (2) tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or ~~120~~ sixty (60) days in any 365-day period, whichever is less. The Contractor may also terminate if the Owner has failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, and that failure has continued for seven (7) days or more after the Contractor's written notice of the failure to the Owner.

...

§ 14.1.5 In addition to the Contractor's other remedies, if the Owner fails to make payment when due, or is otherwise in material breach of the Contract Documents, the Contractor shall have the right to stop performance of the Work until the Contractor has been paid all amounts due it or the Owner has cured its other material breach(es), in which case a Change Order shall be issued to increase the Contract Sum and extend the Contractor's time to perform as compensation to the Contractor for the costs (including reasonable markup for overhead and profit) and delays attributable to the stoppage of the Work.

...

.1 ~~Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;~~

~~**.2**~~ Accept assignment of subcontracts pursuant to Section 5.4; and

~~**.3**~~ **.2** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. This Subparagraph shall not operate to diminish or impair the right of the Contractor to stop Work under other provisions of the Contract Documents, and the Contractor shall not be required to continue performance when not being paid amounts due or owed under the Contract Documents, notwithstanding the provisions of this Agreement or the Owner disputing that such amounts are due and owing.

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User Notes:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Denise Icks , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:53:05 MT on 07/14/2023 under Order No. 4104238474 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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User Notes: (1635404133)

Adolfson & Peterson Construction

797 Ventura Street, Aurora, CO 80011

Project:	Fort Lupton Rec. Center Splashpad	Date:	06/22/23
Owner:	Fort Lupton Recreation Center	Estimator:	Larry Petron
Architect:	Mathew Whimple (DHM Design)	Project SF:	28,312.00
		Duration in Months:	4.50
		Estimate #:	Splashpad

Project Summary Sheet - Estimated Cost of the Work

Division #0	Procurement and Contracting Requirements	$116,377	$4.11	/SF	8.1% of Direct Costs
Division #1	General Requirements	$100,484	$3.55	/SF	7.0% of Direct Costs
Division #2	Existing Conditions	$10,000	$0.35	/SF	0.7% of Direct Costs
Division #3	Concrete	$10,545	$0.37	/SF	0.7% of Direct Costs
Division #10	Specialties (Prefab Restroom and Equipment)	$18,404	$0.65	/SF	1.3% of Direct Costs
Division #11	Equipment (PIP Surfacing)	$160,150	$5.66	/SF	11.1% of Direct Costs
Division #12	Furnishings (Shade Structures)	$192,250	$6.79	/SF	13.3% of Direct Costs
Division #13	Special Construction (Vortex Equipment Install)	$223,573	$7.90	/SF	15.5% of Direct Costs
Division #22	Plumbing	$50,130	$1.77	/SF	3.5% of Direct Costs
Division #23	Heating, Ventilating and Air Conditioning	$14,680	$0.52	/SF	1.0% of Direct Costs
Division #26	Electrical	$48,395	$1.71	/SF	3.3% of Direct Costs
Division #31	Earthwork	$189,097	$6.68	/SF	13.1% of Direct Costs
Division #32	Exterior Improvements (Concrete and Landscape)	$310,988	$10.98	/SF	21.5% of Direct Costs
Division #33	Utilities (By Earthworker)	$0	$0.00	/SF	0.0% of Direct Costs
	Subtotal	$1,445,073	$51.04	/SF	100.0% of Direct Costs
	Utility Tap & Devel. Fees	By Owner	$0.00	/SF	
	Permit Allowance	By Owner	$0.00	/SF	0.00% of Project
	Use Tax	By Owner	$0.00	/SF	0.00% of Project
	Design Contingency	$50,578	$1.79	/SF	3.50% of Subtotal
	Construction Contingency	$37,391	$1.32	/SF	2.50% of Subtotal
	Builders Risk Insurance	$3,679	$0.13	/SF	0.24% of Project
	Comprehensive General Liability Insurance	$19,704	$0.70	/SF	1.20% of Costs
	Sub Bonding Subguard	$17,195	$0.61	/SF	1.40% of Costs
	Perform., Labor & Material Bond	$11,523	$0.41	/SF	0.70% of Project
	Escalation Allowance	$15,851	$0.56	/SF	1.00% of Project
	General Contractors Fee	$45,238	$1.60	/SF	2.75% of Costs
	Estimated Cost of Construction				
	Splashpad	**$1,646,232**	$58.15	/SF	100.0% of Project

Allowances

Custom Shade Structure	$110,500
Monument Sign	$11,981

General Conditions Estimate
Fort Lupton Rec Center Addition
RFP Response

General Conditions - Based on 4.5 month schedule **$116,377** @ **$39,033/ mo**
General Requirements - Based on 4.5 month schedule **$100,484** @ **$18,763/ mo**

Item	Description	Quantity	Unit	Total Unit	Total $	Notes / Comments / Clarifications
00 - Procurement and Contracting Requirements						
	00 72 00 - AIA 201 General Conditions					
001	**Article 1 - General Provisions**					Included
002	**Article 2 - Owner**					See Below
003	Permit, easements, assesments required for construction					By Owner
004	Surveys					By Owner
005	Contract Documents					By Owner
006	**Article 3 - Contractor**					See Below
007	Review existing conditions of the site					Included
008	Supervise and Direct work					See Below
009	Assistant Superintendent	4.50	mo	$15,855.52	$71,350	Full Time Asst Sup.
010	Project Manager	4.50	mo	$3,778.07	$17,001	8 Hours Per Week
011	Preconstruction	1.00	ls	$7,455.53	$7,456	Preconstruction
012	Inspect portions of the work to determine subsequent work can proceed					Included
013	*Costs associated with supervision:*					
014	Jobsite office trailer					Not Included
015	Temp electrical power for trailer					By Owner
016	Telephone Lines	4.50	mo	$179.44	$808	For GC Staff Only
017	Cell Phones	4.50	mo	$300.00	$1,350	For GC Staff Only
018	Jobsite technology (for supervisory personnel)	4.50	mo	$1,000.00	$4,500	For GC Staff Only
019	Office Equipment					
020	Office Supplies	4.50	mo	$300.00	$1,350	
021	Vehicles	4.50	mo	$1,125.00	$5,063	For GC Staff Only
022	Gas/Oil/Tires/Service	4.50	mo	$300.00	$1,350	For GC Staff Only
023	Jobsite Office Expenses (water, coffee, etc)	4.50	mo	$200.00	$900	For GC Staff Only
024	Subsitence for supervisory personnel					Not Included
025	Accounting project setup					Not Included
026	*3.4 - Labor and Materials*					Direct Cost of Work
027	Labor					Direct Cost of Work
028	Materials					Direct Cost of Work
029	Equipment					Direct Cost of Work
030	Tools					Direct Cost of Work
031	Construction Equipment					Direct Cost of Work
032	Water					Direct Cost of Work
033	Heat					Direct Cost of Work
034	Utilities					Direct Cost of Work
035	Transportation					Direct Cost of Work
036	Other Facilities					Direct Cost of Work
037	*3.6 - Taxes*					
038	3.7 - Permits, Fees					See Below
039	Building Permit					By Owner
040	3.8 - Allowances					N/A
041	3.9 - Superintendent					Included above
042	3.10 - Construction and Submittal Schedules					Included
043	3.12 - Professional Design Services					Not Included - See Summary
044	3.14 - Cutting and Patching					Direct Cost of Work
045	Final clean					Direct Cost of Work
046	Temporary Fencing					Direct Cost of Work
047	Dumpsters	4.50	ea	$550.00	$2,475	For job compound only
048	Sanitary Facilities	9.00	ea	$125.00	$1,125	For job compound only
049	**Article 4 - Architect**					N/A
050	**Article 5 - Subcontractors**					N/A
051	**Article 6 - Construction by Owner**					N/A
052	**Article 7 - Changes in the Work**					N/A
053	**Article 8 - Time**					N/A
054	**Article 9 - Payments and Completion**					N/A
055	**Article 10 - Protection of Persons and Property**					See Below
056	Safety Precautions and Programs					
057	Safety Equipment	4.50	mo	$300.00	$1,350	For GC Staff Only
058	Safety Manager					Direct Cost of Work
059	Safeguards for Safety and Protection					See Below
060	Signs					Direct Cost of Work
061	Fencing					Direct Cost of Work
062	Barricades					Direct Cost of Work
063	*10.4 Emergencies*					See Below
064	Site specific Crisis Plan	1.00	ea	$300.00	$300	
065	**Article 11 - Insurance and Bonds**					To be provided
066	**Article 12 - Uncovering and Correction of Work**					N/A
067	**Article 13 - Miscellaneous Provisions**					N/A
068	Tests and Inspections					By Owner
069	**Article 14 - Termination or Suspension of the Contract**					N/A
070	**Article 15 - Claims and disputes**					N/A
	Total 00 72 00 - AIA 201 General Conditions				**$116,377**	

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

01 - General Requirements						
	01 14 00 - Work Restrictions					
001	Access to Site					N/A
002	Coordination with Occupants					N/A
003	Off-hours work					Not Included
004	Works in Rights-of-Way					N/A
005	ROW Permits					N/A

	Total 01 14 00 - Work Restrictions				**$0**
	01 20 00 - Price and Payment Procedures				
001	Allowances				N/A
002	Unit Prices				N/A
003	Project Accountant	4.50 mo	$1,230.57	$5,538	
004	Project Coordinator	4.50 mo	$1,033.68	$4,652	
	Total 01 20 00 - Price and Payment Procedures				**$10,189**
	01 30 00 - Construction Documentation				
001	Video Monitoring and documentation				N/A
002	Photograph Service				N/A
003	Site Photos, Cameras, Reproductions	4.50 mo	$222.22	$1,000	
	Total 01 30 00 - Construction Documentation				**$1,000**
	01 33 00 - Submittals				
001	Delivery costs / messenger services	4.50 mo	$50.00	$225	
002	Reproduction costs	4.50 mo	$55.56	$250	
003	Sustainability project requirements				Not Included
	Total 01 33 00 - Submittals				**$475**
	01 35 53 - Security Procedures				
001	Trailer Security - Motion and Monitoring				Not Included
002	Site Security Guard				Not Included
003	Site Security Cameras and Monitoring				Not Included
	Total 01 35 53 - Security Procedures				**$0**
	01 45 00 - Quality Control				
001	Independent testing				By Owner
002	Soil compaction tests				By Owner
003	Concrete tests				By Owner
004	Steel weld test / inspections				By Owner
005	Contractor Quality Control				Direct Cost of Work
006	Field Quality Control procedures				Included
007	3rd Party envelope consultant				Not Included
	Total 01 45 00 - Quality Control				**$0**
	01 51 00 - Temporary Facilities				
001	Temporary electricity - jobsite				Not Included
002	Generators				Not Included
003	Fuel for Generator				Not Included
004	Generator setup / and Containment				Not Included
005	Temporary Fire Protection				Not Included
006	Temporary heating, cooling and ventilating				See Below
007	Temp Heating Equipment & Labor				Not Included
008	Temp Heating Fuel				Not Included
009	Temporary building enclosure for temp heating				Not Included
010	Temporary lighting				Not Included
011	Temporary Water				Not Included
012	Sanitary Facilities				Not Included
013	Temporary Elevators				Not Included
014	Temporary Hoists				By Trade / Division
015	Gradall and operator for Jobsite				Not Included
016	Bobcat and operator Jobsite	2.00 mo	$16,047.72	$32,096	
017	Fuel for equipment				Included with Bobcat
018	Temporary Cranes				N/A
019	Temporary scaffolding and platforms				N/A
020	Temporary Stairs and Ramps				N/A
021	Temporary Swing Staging				N/A
022	Temporary Access Roads				N/A
023	Snow and Ice Removal				N/A
024	Haul Routes				N/A
025	Temporary Parking Areas				N/A
026	Temporary Air, Dust, Noise Barriers				N/A
027	Temporary Fencing				N/A
028	Temporary Barricades				N/A
029	Temporary Protective Walkways				N/A
030	Temporary Storage	4.50 mo	$488.89	$2,200	
031	Temporary tree and plant protection				N/A
032	Barricades and warning lights				By Division
033	Temporary elevator use (plywood protection)				Not Included
034	Environmental protection				Division 31
035	Exit enclosure for existing exits				Not Included
036	Project Identification - temporary project signage	1.00 ea	$1,000.00	$1,000	
037	Temporary interior signage				N/A
	Total 01 51 00 - Temporary Facilities				**$35,296**
	01 70 00 - Execution and Closeout				
001	Mobilization				Included
002	Field Engineering	4.50 mo	$11,338.83	$51,025	
003	Construction Layout				Included
004	Total Station Rental				Direct Cost of Work
005	Construction Surveying				Direct Cost of Work
006	Protection of Adjacent Construction				By Trade
	Total 01 70 00 - Execution and Closeout				**$51,025**
	01 74 00 - Cleaning				
001	Progress Cleaning				N/A
002	Site Maintenance	28,312.00 sf	$0.08	$2,124	
003	Construction Waste Management and Disposal				Included in Site Maintenance
004	Final clean site	1.00 ls	$375.08	$375	
005	Final clean building				With GC's
	Total 01 74 00 - Cleaning				**$2,499**
	01 90 00 - Life Cycle Activities				
001	Substructure commissiioning				Not Included
002	Sturcture commissioning				Not Included
003	Exterior enclosure commissioning				Not Included
004	Roofing Commissioning				Not Included
005	Systems Commissioning				Not Included
	Total 01 90 00 - Life Cycle Activities				**$0**
	Total - 01 - General Requirements				**$100,484**
	GRAND TOTAL				**$216,861**

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the Project Manual/Specifications.

75 YEARS Adolfson & Peterson Construction

REC23 - Fort Lupton Rec Center - SPLASH PAD

Estimate: 100% DD Set

PREPARED FOR:
Fort Lupton

ARCHITECT / DESIGNER:
Perkins & Will

WE BUILD. trust. communities. people.

DATE PRINTED: 6/23/2023

Adolfson & Peterson Construction

Detail Report

DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	NOTES / COMMENTS
DETAILED COST: Splash Pad					
00 Procurement and Contracting Requirements				**$116,377**	
00 72 00 AIA General Conditions				**$116,377**	
00100 General conditions of the contract	4.50	mo	25,861.56	$116,377	See Below, Priced per AIA 201
Subtotal 00 72 00 AIA General Conditions				**$116,377**	
Subtotal 00 Procurement and Contracting Requirements				**$116,377**	
01 General Requirements				**$100,484**	
01 20 00 Price and Payment Procedures				**$10,190**	
01060 Project Accoutant	1.00	ls	5,538.00	$5,538	By Division
01060 Project Coordinator	1.00	ls	4,652.00	$4,652	By Division
Subtotal 01 20 00 Price and Payment Procedures				**$10,190**	
01 32 00 Construction Progress Documentation				**$1,000**	
01180 Site Photos, Cameras, Reproductions	4.50	mo	222.22	$1,000	
Subtotal 01 32 00 Construction Progress Documentation				**$1,000**	
01 33 00 Submittal Procedures				**$475**	
01110 Delivery costs / messenger services	4.50	mo	50.00	$225	
01130 Reproduction costs	4.50	mo	55.56	$250	
Subtotal 01 33 00 Submittal Procedures				**$475**	
01 51 00 Temporary Facilities				**$35,295**	
01420 Bobcat and operator Jobsite	2.00	mo	16,047.72	$32,095	
01560 Temporary Storage	4.50	mo	488.89	$2,200	
01610 Project Identification - temporary project signage	1.00	ls	1,000.00	$1,000	
Subtotal 01 51 00 Temporary Facilities				**$35,295**	
01 70 00 Execution and Closeout				**$51,025**	
01730 Field Engineer	4.50	mo	11,338.89	$51,025	By Division
Subtotal 01 70 00 Execution and Closeout				**$51,025**	
01 74 00 Cleaning				**$2,499**	
01650 Site Maintenance	28,314.00	sf	0.08	$2,124	
01690 Final clean site	1.00	ls	375.00	$375	
Subtotal 01 74 00 Cleaning				**$2,499**	

Adolfson & Peterson Construction

DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	NOTES / COMMENTS
Subtotal 01 General Requirements				**$100,484**	
02 Existing Conditions				**$10,000**	
02 21 00 Surveys				**$10,000**	
02009 Survey for Site	1.00	sub	10,000.00	$10,000	
Subtotal 02 21 00 Surveys				**$10,000**	
Subtotal 02 Existing Conditions				**$10,000**	
03 Concrete				**$10,545**	
03 11 00 Concrete Forming				**$10,045**	
03005 12" x 36" Fdn Wall					N/A
03005 24" Strip Footing - 12" thick					N/A
03007 Anchor Bolt Protection					N/A
03007 Assist Equipment Needs	0.50	mo	12,500.00	$6,250	
03007 Concrete Materials					N/A
03007 Rebar Materials					N/A
03007 Sleeving for Mechanical Pipes	1.00	ls	500.00	$500	
03007 Waterstop Materials					N/A
03105 Foreman for Layout	0.25	mo	13,180.52	$3,295	
Subtotal 03 11 00 Concrete Forming				**$10,045**	
03 35 00 Concrete Finishing				**$500**	
03195 5" SOG					N/A
03200 Concrete Materials					N/A
03210 Rebar Accessories					N/A
03210 Rebar Materials					N/A
03240 Curing Compound					N/A
03240 Expansion Joint Materials					N/A
03240 Provide and install 15 mil vapor barrier					N/A
03240 Sawcut Floor Joints					N/A
03240 Small Tool Needs	1.00	ls	500.00	$500	
Subtotal 03 35 00 Concrete Finishing				**$500**	
Subtotal 03 Concrete				**$10,545**	
10 Specialties				**$18,404**	
10 26 13 Misc Specialties				**$18,404**	
10335 Prefab Restroom / Mechanical Building					

Adolfson & Peterson Construction

DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	NOTES / COMMENTS
10335 Prefab Restroom / Mechanical Building - Electrical					
10335 Prefab Restroom / Mechanical Building - Foundations					N/A
10335 Prefab Restroom / Mechanical Building - Mechanical					
10335 Prefab Restroom / Mechanical Building - Plumbing					
10335 Prefab Restroom / Mechanical Building - SOG					N/A
10340 Coordination for Mechanical Building	28,314.00	sf	0.65	$18,404	
Subtotal 10 26 13 Misc Specialties				**$18,404**	
Subtotal 10 Specialties				**$18,404**	
11 Equipment				**$160,150**	
11 68 13 Playground Equipment				**$160,150**	
11286 Play Equipment - Area 1					
11287 Play Equipment - Area 2					
11305 Play Area Surfacing - PIP Rubber	5,275.00	sf	18.97	$100,050	
11305 Play Area Surfacing - PIP Rubber (Concrete Base)	5,275.00	sf	11.05	$58,300	
11570 Unload and Locate Play Equipment	24.00	hr	75.00	$1,800	
Subtotal 11 68 13 Playground Equipment				**$160,150**	
Subtotal 11 Equipment				**$160,150**	
12 Furnishings				**$192,250**	
12 93 00 Site Furnishings				**$192,250**	
12920 Shade Structure Concrete Piers	20.00	ea	410.00	$8,200	TCS
12921 Shade Structure F&I by Churchich					Churchich
12925 Shade Structures Furnished by A&P	2.00	ea	20,000.00	$40,000	Churchich
12926 Shade Structures Custom Furnished by A&P	1.00	ea	110,500.00	$110,500	
12930 Metal Roof Panels at Custom Pergola					Included Above
12930 Shade Structures - Install by A&P	2.00	ea	15,275.00	$30,550	Churchich
12933 Dining Tables					
12934 Dining Chairs					
12935 Trash Receptacles					
12936 Bike Racks					
12940 Freight					
12950 Unloading, locating and Install	40.00	hr	75.00	$3,000	
Subtotal 12 93 00 Site Furnishings				**$192,250**	

Adolfson & Peterson Construction

DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	NOTES / COMMENTS
Subtotal 12 Furnishings				**$192,250**	
13 Special Construction				**$223,573**	
13 11 00 Swimming Pool				**$223,573**	
12950 Unloading, locating and assist	120.00	hr	184.48	$22,138	
13020 Splash Pad Work	4,209.00	sf	47.04	$198,000	Associated Pool
13025 Gutter system					Included
13030 Hydrostatic relief valves with main drain grates					Included
13055 Schedule 40 underground and equipment room piping					Included
13070 Excavation, backfill, and bedding material for pope trench					Included
13075 High pressure sand filter system with recirc pump					Included
13080 UV system					Included
13090 Gas fire heater					Included
13120 Acid feed pH balance system					Included
13125 Automatic chemical fee controller					Included
13140 Chlorine disinfection system					Included
13145 Pad excavation - waste spoils on site - Others					with earthworker
13150 Pool wall backfill					with earthworker
13155 Caulking at perimeter	200.00	lf	4.80	$960	
13205 Holding Tank Install					Included
13215 Sump pump					
13230 Deck, Tank and Splashpad Equipment					
13235 ADA Requirements					Included
13315 Conc housekeeping pads for pool equipment, pumps	150.00	sf	11.14	$1,671	
13330 Water to fill splashpad	67.00	mgal	12.00	$804	
13335 Motors, Starters, disconnects, and VFDs - per pump					
13355 Eyewash Stations					w/ Division 23
Subtotal 13 11 00 Swimming Pool				**$223,573**	
Subtotal 13 Special Construction				**$223,573**	
22 Plumbing				**$50,130**	
22 00 00 Plumbing				**$50,130**	
22095 Plumbing Systems	760.00	sf	59.38	$45,130	
22360 MEP coordination	1.00	ls	2,500.00	$2,500	
22365 BIM Coordination	1.00	ls	2,500.00	$2,500	

Adolfson & Peterson Construction

DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	NOTES / COMMENTS
Subtotal 22 00 00 Plumbing				**$50,130**	
Subtotal 22 Plumbing				**$50,130**	
23 Heating, Ventilating and Air Conditioning				**$14,680**	
23 00 00 Heating, Ventilating and Air Conditioning				**$14,680**	
23215 HVAC System for Restrooms / Splashpad Equip. Bldg	760.00	sf	10.76	$8,180	
23295 MEP Coordination	1.00	ls	3,000.00	$3,000	
23300 BIM Coordination	1.00	ls	3,500.00	$3,500	
Subtotal 23 00 00 Heating, Ventilating and Air Conditioning				**$14,680**	
Subtotal 23 Heating, Ventilating and Air Conditioning				**$14,680**	
26 Electrical				**$48,395**	
26 00 00 Electrical				**$48,395**	
26000 Electrical Systems	760.00	sf	55.78	$42,395	Accent Electric
26030 Interior lighting					
26040 Lighting controls					
26050 General purpose power and devices					
26060 Fire alarm expansion					
26080 Temporary power and lighting					
26100 MEP Coordination	1.00	ls	3,000.00	$3,000	
26110 BIM Coordination	1.00	ls	3,000.00	$3,000	
Subtotal 26 00 00 Electrical				**$48,395**	
Subtotal 26 Electrical				**$48,395**	
31 Earthwork				**$186,097**	
31 00 00 Earthwork				**$179,586**	
31001 Earthwork and Utility Contractor	1.00	ls	169,986.00	$169,986	
31005 Locate existing utilities prior to start	1.00	ls	5,000.00	$5,000	
31006 Remove Bench					
31006 Remove Existing Play Equipment					
31006 Remove Picnic Table					
31006 Remove Sign --- Return to City					
31007 Remove Landscape Bed					
31008 Remove Concrete Palyground Edge					
31008 Remove Concrete Sidewalk					
31008 Remove Crusher Fine Pathway					

Adolfson & Peterson Construction

DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	NOTES / COMMENTS
31008 Sawcut Concrete Sidewalk					
31010 Demolish Small trees					
31015 Vermin removal					
31020 Clear/Grub/Stripping					
31025 Over-excavate and recompact					
31330 Traffic control	5.00	day	810.00	$4,050	
31355 Overlot Excavation					
31365 Stockpile topsoil					
31370 Spread topsoil for landscaping					
31405 Fnd Excavation and backfill per sf of SOG					
31405 Fnd Excavation and backfill per sf of Water Tank					
31425 Place 3/4" dia gravel under SOG					
31425 Place Gravel under Splashpad					
31440 Place Gravel Under Sidewalk					
31445 Place Base Material under Playpits					
31450 Furnish and Install 15 mil Vapor Barrier under SOG					
31455 Fine grading - SOG, Splashpad, Sidewalk, Playpit Areas					
31460 Fine grading - Landscape					
31565 Additional mobilizations	1.00	ea	550.00	$550	
Subtotal 31 00 00 Earthwork				**$179,586**	
31 25 00 Erosion and Sedimentation Controls				**$6,511**	
31300 Silt fence at stockpiled topsoil					
31305 Maintain silt fence	750.00	lf	0.49	$368	
31320 Inlet filters					
31375 Access road around building - place/remove 10" Class 5 - 15' wide					
31390 Street cleaning as needed	20.00	hr	144.64	$2,893	
31435 Engineered stormwater management permit (Good for 1 year)	1.00	ls	750.00	$750	
31440 Engineered stormwater management plan	1.00	ls	2,500.00	$2,500	
Subtotal 31 25 00 Erosion and Sedimentation Controls				**$6,511**	
Subtotal 31 Earthwork				**$186,097**	
32 Exterior Improvements				**$310,988**	
32 13 00 Rigid Paving				**$158,237**	
01420 Bobcat and operator Jobsite	2.00	mo	16,047.72	$32,095	

Adolfson & Peterson Construction

DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	NOTES / COMMENTS
32035 Site Concrete Subcontract	8,075.00	sf	15.28	$123,420	TCS
32036 Site concrete paving - walks and plazas					Included
32132 Splashpad Concrete Flatwork					Included
32417 Handicap Ramps labor					Included
32420 Handicap Ramp Dome Paver Materials					Included
32423 Concrete Edging					Included
32480 Traffic control	1.00	ls	2,500.00	$2,500	
32486 Sweep/clean sitework prior to turnover	3,000.00	sy	0.07	$221	
Subtotal 32 13 00 Rigid Paving				**$158,237**	
32 90 00 Planting				**$152,751**	
32635 Landscaping Subcontract	250.00	cy	476.34	$119,086	Alpine Landscaping
32636 Topsoil					Included
32654 Deciduous Trees - 2" caliper					Included
32666 Ornamental Trees - 6' height					Included
32667 Grasses					Included
32667 Perennial Plants					Included
32711 Re-sod due to construction	10,000.00	sf	0.50	$5,000	Repair Disturbed Areas
32723 Soil prep (3cy/1000sf compost) & bluegrass sod					Included
32724 Irrigation at planting areas					Included
32724 Irrigation at sod					Included
32735 Boulders throughout pad area					Included
32735 Monument Sign Boulders Allowance per Landworks	3.00	allow	3,993.67	$11,981	
32738 4"-6" Cobblestone Area - 6" Depth					Included
32738 Crusher Fine Area - 6" Depth					Included
32738 Metal Edge at Planting Beds					Included
32741 Supply water for landscape/sod areas (Water 6 times per week for 10 minutes) (Non-reclaimed water)	13,250.00	sf	0.06	$795	
32750 Sod - Maintain for 60 days from final acceptance of all landscape/Month	10,000.00	sf	0.28	$2,800	
32774 Misc concrete pads for irrigation equipment	1.00	ls	3,418.00	$3,418	
32786 Street cleaning	1.00	ls	8,671.20	$8,671	
32789 Traffic control	1.00	ls	1,000.00	$1,000	
Subtotal 32 90 00 Planting				**$152,751**	
Subtotal 32 Exterior Improvements				**$310,988**	
33 Utilities				**$3,000**	

Adolfson & Peterson Construction

DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL COST	NOTES / COMMENTS
33 10 00 Water Utilities				**$1,500**	
33010 Locate existing utilities					W/Earthwork
33045 3/4" Water Line Service					W/Earthwork
33125 Tees and bends					W/Earthwork
33230 Meter pit (Less Meter)					W/Earthwork
33245 Extend to tank					W/Earthwork
33255 Chlorine & pressure test					W/Earthwork
33525 Regrade after utility installation					W/Earthwork
33530 Haul off utility spoils					W/Earthwork
33540 Barricades/traffic control	1.00	wk	1,500.00	$1,500	
Subtotal 33 10 00 Water Utilities				**$1,500**	
33 30 00 Sanitary Sewerage Utilities				**$1,500**	
33310 Locate existing utilities					W/Earthwork
33325 4" PVC					W/Earthwork
33480 4" tees and bends					W/Earthwork
33505 Tie to existing system					W/Earthwork
33525 Regrade after utility installation					W/Earthwork
33530 Haul off utility spoils					W/Earthwork
33540 Barricades/traffic control	1.00	wk	1,500.00	$1,500	
Subtotal 33 30 00 Sanitary Sewerage Utilities				**$1,500**	
Subtotal 33 Utilities				**$3,000**	

Total Splash Pad $1,445,073

Adolfson & Peterson Construction

Price Options List
Fort Lupton Rec Center Addition

Current Cost Estimate	$1,646,232
Total Accepted Costs	*$0*
Total Pending Additions Items	$127,234
Total Pending Reduction Items	-$11,981
Revised with Accepted & Pending Cost	$1,761,486

Item Number	Date	Description of Item	Status	Pending Cost Reduction	Pending Cost Addition	Accepted Cost	Rejected Cost	Comments / BIC	Decision Date
				-$11,981	$127,234	$0	$0		
00 - Alternates / Program Discussions									
02 - Existing Conditions									
03 - Concrete									
04 - Masonry									
05 - Steel									
06 - Carpentry									
07 -Thermal and Moisture Protection									
08 - Doors and Windows									
09 - Finishes									
10 - Specialties									
11 - Equipment									
11-001	6/22/2023	Zip Line for Play Structure	Pending		127,234			BIC Fort Lupton	7/13/2023
12 - Furnishings									
13 - Special Construction									
14 - Conveying Systems									
21 - Fire Suppression									
22 - Plumbing									
23 - HVAC									
26 - Electrical									
27 - Communication									
28 - Safety & Security									
31 - Earthwork									
32 - Exterior Improvements									
32-001	6/22/2023	Removal of Monument Sign	Pending	(11,981)				BIC Fort Lupton	7/13/2023
33 - Utitilities									

Ft. Lupton Recreation Center Splashpad Project

Ft. Lupton, CO

June 23, 2023

Key for Below:	
Provided by Ft Lupton Rec. Center (Owner):	O
Provided by A-P Construction (Contractor):	C

Work Scope Responsibility Matrix

	Scope of Work	Coordination	Furnish/Supply	Install	Furnish and Install	Comments
01	General Conditions/Requirements (ie… fencing, safety, etc)	C			C	
01	Transformer Upgrade	C			O	A-P to assist with Owner providing upgrade to exiting 25 KVA Transformer to 75 KVA
						A-P to verify whether Generator is required during transformer switch-over shutdown
02	Selective Site Demolition	C			C	Owner to verify salvaging of any existing items (play equipment, shelters, etc…)
03	Manufactured Building Foundations/Slab Work (N/A)	C			O	No concrete work for manufactured Restroom/Concessions Building provided by Owner Subcontractor (CXT)
03	Subgrade and Base for Manufactured Building	C			C	A-P to prepare building pad for above
11	**Playground Equipment:**					
	Prep for playground areas				C	A-P to prepare playground area to receive new Playground Equipment
	Foundations for Playground Equipment	C			O	A to Z Recreation will provide foundations for Playground Equpment through Owner Contract
	Poured-In Place (PIP) Playgound Surfacing	C			C	A to Z Recreation will provide PIP Surfacing under Playground Equpment through Owner Contract
	Foundations for and Install Playground Equipment	C			O	Owner has contracted with A to Z Recreation to Furnish and Install Playground Equipment
12	**Site Furnishings:**					
	Foundations and Provide for 16'x16' Shade Structure (1 EA)	C			O	Furnished and Installed by Churchich through Owner Subcontract
	Foundations for and balance of 16'x16' Shade Structures (2 EA)	O			C	Provide balance of Playground Shade Structures through Churchich (if possible)
	Furnish and Install Custom Shade Structure				C	A-P to verify price to determine potential scope changes for this structure
	Trash Receptacles and Benches		O	C		Match per provided items purchased for areas outside Splashpad Scope (Graber Manufacturing)
	Dining Tables, Chairs, Bike Racks		O	C		Owner to Furnish, A-P to install Site Furnishings, Trash Receptacles and Bike Racks
13	Prefabricated Restroom/Concessions Building	C			O	A-P to provide for Building Base and Access for owner provided Building and Crane (See Above)
13	**Splashpad:**					**Splashpad Subcontractor responsible for fully functioning Splashpad at Completion**
	Splashpad Equipment Supply		O			Owner has received and is storing Vortex provided Splashpad Equipment
	Splashpad Equipment Install			C		A-P to subcontract installation of owner provided Splashpad Equipment
	- Verify all equipmentr is provided for complete Splashpad Install	C				Verify with Splashpad Subcontractor that all equipment needed is provided
	Concrete Splashpad Surface Slab				C	Provided as part of Site Concrete Subcontract
22	Underground Work for Splashpad and Prefab Building Plumbing				C	Verify Fixtures are provided with Prefab Building Package (Hook-up Only?)
23	Heating, Ventilation and Air Conditioning (HVAC) for Prefab Building				C	Verify HVAC Equipment is provided with Prefab Building Package (Hook-up Only?)
26	Electric Panels to Maintenance Building				C	
	Power Infrastructure to Prefab Building				C	
	Lighting for Prefab Building	C			O	Light Fixtures provided with Prefab Building Package (Hook-up Only is required)
	Site Electric				C	N/A
31	**Earthwork:**					
	Grade, Cut, Fill for all items shown per plan				C	Water tank excavation and backfill to be provided by Splashpad Equipment Installer
	Store topsoil on site for landscaping areas				C	
	Provide subbase for concrete paving and playground areas				C	
	Spread topsoi for all landscape areas				C	
	Fine grade as needed				C	
	Provide erosion control as required				C	

Ft. Lupton Recreation Center Splashpad Project

Ft. Lupton, CO

June 23, 2023

Key for Below:	
Provided by Ft Lupton Rec. Center (Owner):	O
Provided by A-P Construction (Contractor):	C

Work Scope Responsibility Matrix

	Scope of Work	Coordination	Furnish/Supply	Install	Furnish and Install	Comments
32	**Rigid Paving:**					
	Concrete Splashpad				C	Subbase for all concrete paving areas to be prepared by Earthwork Contractor
	Sidewalks and HC Ramps				C	
	Play Area Edging				C	
32	**Landscaping:**					
	Re-work of Irrigation System				C	
	Restore Grass Areas as needed at disturbed areas				C	
	Edging, Mulch, Trees and Plants as shown per plan				C	
	Boulders				C	
	Monument Sign (Flat Boulders set vertically)	O			C	Vertify Template for Naming and Sponsor Logos on these Boulders from Owner
33	Water and Sewer Lines extended and connected to existing per plan				C	

AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 14th day of July in the year 2023
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Fort Lupton Splashpad
203 S. Harrison Avenue
Fort Lupton, CO 80621

THE OWNER:
(Name, legal status, and address)

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

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

AP Mountain States, LLC dba Adolfson & Peterson Construction
797 Ventura Street
Aurora, CO 80011

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL
The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 INSURANCE
§ B.2.1
Not used.

§ B.2.2 Owner's Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

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§ B.2.3 Required Property Insurance

§ B.2.3.1 Construction Manager shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Construction Manager's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and, if notified by Owner, labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Subcontractors, and Sub-subcontractors in the Project as additional insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, terrorism, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Material sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
Transit	$5,000,000 per conveyance
Temporary offsite locations	$5,000,000 per location
Claim preparation	$ 500,000 per occurrence
Contractor additional expense	$5,000,000 per occurrence
Debris removal	$5,000,000 per occurrence
Design Professional Fees	$2,500,000 per occurrence
Emergency Property Protection	$1,000,000 per occurrence
Ordinance or Law	$5,000,000 per occurrence

§ B.2.3.1.3 Cancellation of Coverage

§ B.2.3.1.3.1 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall replace the builder's risk insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.3.2 If the Owner suspends Work for more than 30 days, terminates Construction Manager for any reason, or if Construction Manager terminates the Contract, the builder's risk insurance shall terminate no later than the 31st day of the suspension, or immediately upon termination of the Contract by either party. Owner shall be responsible for damage to the Work as of the date coverage ends.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

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§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures
During the Project construction period the Owner shall insure properties, real or personal or both, at or adjacent to the site by property insurance and after the builder's risk insurance has expired, property insurance shall be provided on the completed Project. The Owner shall waive all rights in accordance with the terms of Section 11.3 of the A201 for damages caused by fire or other causes of loss covered by this property insurance. All policies shall provide this waiver of subrogation by endorsement or otherwise.

§ B.2.4 Optional Extended Property Insurance.
The builder's risk policy shall include the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[X] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

TBD recommended under the builder's risk but not required

[ ] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

§ B.2.6 Settlement of Loss
The Construction Manager shall adjust and settle the builder's risk loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions.

§ B.2.7 Certificates of Insurance
Upon request, proof of Property Insurance required in B.2.3 shall be provided by the party procuring the coverage. Each certificate of insurance shall include additional insured coverage language and waiver of subrogation to the extent required herein.

ARTICLE B.3 CONSTRUCTION MANAGER'S LIABILITY INSURANCE AND BONDS
§ B.3.1 General
§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall, upon request, disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner as additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 12 19 and CG 20 37 12 19.

§ B.3.2 Construction Manager's Required Insurance Coverage
§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.3.2.2 Commercial General Liability
§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million dollars ($2,000,000) each occurrence, four million dollars ($4,000,000) general aggregate,

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and four million dollars ($4,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal injury and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- **.4** bodily injury or property damage arising out of completed operations; and
- **.5** the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions, subject to standard policy terms and conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- **.1** Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- **.2** Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- **.3** Claims for bodily injury other than to employees of the insured.
- **.4** Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- **.5** Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- **.6** Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- **.7** Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- **.8** Claims related to roofing, if the Work involves roofing.
- **.9** Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- **.10** Claims related to earth subsidence or movement, where the Work involves such hazards.
- **.11** Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than two million dollars ($2,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide materially narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than one million dollars ($1,000,000) each accident, one million ($1,000,00) each employee, and one million dollars ($1,000,000) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than N/A ($N/A) per claim and N/A ($N/A) in the aggregate.

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§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than N/A ($N/A) per claim and N/A ($N/A) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than N/A ($ N/A) per claim and N/A ($ N/A) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than N/A ($ N/A) per claim and N/A ($ N/A) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of unmanned aircraft, if the Work requires such activities, with policy limits of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

N/A

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[ ] **§ B.3.3.2.1**
(Paragraphs deleted)
Not used

[ ] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[ ] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Subcontractor Default Insurance	$20,000,000 per occurrence/$40,000,000 aggregate

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§ B.3.4 Performance Bond and Payment Bond
The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	Included In Guaranteed Maximum Price (GMP)
Performance Bond	Included In Guaranteed Maximum Price (GMP)

If required, Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

N/A

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Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit B

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PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 14th day of July in the year 2023

...

Fort Lupton Splashpad
203 S. Harrison Avenue
Fort Lupton, CO 80621

...

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

...

AP Mountain States, LLC dba Adolfson & Peterson Construction
797 Ventura Street
Aurora, CO 80011

...

~~ARTICLE B.2 OWNER'S INSURANCE~~
ARTICLE B.2 INSURANCE
§ B.2.1 ~~General~~
~~Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.~~Not used.

§ B.2.2 Owner's Liability Insurance
PAGE 2

§ B.2.3.1 ~~Unless this obligation is placed on the~~ Construction Manager ~~pursuant to Section B.3.3.2.1, the Owner~~ shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The ~~Owner's~~ Construction Manager's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications ~~and~~ and, if notified by Owner, labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter

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as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, ~~Construction Manager,~~ Subcontractors, and Sub-subcontractors in the Project as additional insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, terrorism, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

...

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. ~~Sub-limits,~~ Material sub-limits, if any, are as follows:

...

Transit	$5,000,000 per conveyance
Temporary offsite locations	$5,000,000 per location
Claim preparation	$ 500,000 per occurrence
Contractor additional expense	$5,000,000 per occurrence
Debris removal	$5,000,000 per occurrence
Design Professional Fees	$2,500,000 per occurrence
Emergency Property Protection	$1,000,000 per occurrence
Ordinance or Law	$5,000,000 per occurrence

§ B.2.3.1.3 ~~Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.~~Cancellation of Coverage

§ B.2.3.1.3.1 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall replace the builder's risk insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.3.2 If the Owner suspends Work for more than 30 days, terminates Construction Manager for any reason, or if Construction Manager terminates the Contract, the builder's risk insurance shall terminate no later than the 31st day of the suspension, or immediately upon termination of the Contract by either party. Owner shall be responsible for damage to the Work as of the date coverage ends.

PAGE 3

~~If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.~~During the Project construction period the Owner shall insure properties, real or personal or both, at or adjacent to the site by property insurance and after the builder's risk insurance has expired, property insurance shall be provided on the completed Project. The Owner shall waive all rights in accordance with the terms of Section 11.3 of the A201 for damages caused by fire or other causes of loss covered by this property insurance. All policies shall provide this waiver of subrogation by endorsement or otherwise.

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...

The ~~Owner shall purchase and maintain~~ builder's risk policy shall include the insurance selected and described below.

...

[X] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

TBD recommended under the builder's risk but not required

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~~ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS~~

§ B.2.6 Settlement of Loss

The Construction Manager shall adjust and settle the builder's risk loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions.

§ B.2.7 Certificates of Insurance

Upon request, proof of Property Insurance required in B.2.3 shall be provided by the party procuring the coverage. Each certificate of insurance shall include additional insured coverage language and waiver of subrogation to the extent required herein.

ARTICLE B.3 CONSTRUCTION MANAGER'S LIABILITY INSURANCE AND BONDS

...

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager ~~shall~~ shall, upon request, disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the ~~Owner, the Architect, and the Architect's consultants as additional insureds~~ Owner as additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's ~~operations;~~ operations and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 ~~07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.~~12 19 and CG 20 37 12 19.

...

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~($) each occurrence, ($) general aggregate, and ($)~~ two million dollars ($2,000,000) each occurrence, four million dollars ($4,000,000) general aggregate, and four million dollars ($4,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

PAGE 5

.5 the Construction Manager's indemnity obligations under Section 3.18 of the General ~~Conditions.~~Conditions, subject to standard policy terms and conditions.

...

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§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than ~~($)~~ two million dollars ($2,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide materially narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

...

§ B.3.2.6 Employers' Liability with policy limits not less than ~~($) each accident, ($) each employee, and ($)~~ one million dollars ($1,000,000) each accident, one million ($1,000,00) each employee, and one million dollars ($1,000,000) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and ~~docks~~ docks.

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ~~($)~~ N/A ($N/A) per claim and ~~($)~~ N/A ($N/A) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than ~~($)~~ N/A ($N/A) per claim and ~~($)~~ N/A ($N/A) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~($)~~ N/A ($ N/A) per claim and ~~($)~~ N/A ($ N/A) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than N/A ($ N/A) per claim and N/A ($ N/A) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of ~~manned or~~ unmanned aircraft, if the Work requires such activities, with policy limits of not less than ~~($) per claim and ($)~~ one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate.

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N/A

...

[ ] **§ B.3.3.2.1** ~~Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:~~
~~*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below.*~~

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~~*Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*~~

Not used

...

Subcontractor Default Insurance	$20,000,000 per occurrence/$40,000,000 aggregate

PAGE 7

Payment Bond	Included In Guaranteed Maximum Price (GMP)
Performance Bond	Included In Guaranteed Maximum Price (GMP)

If required, Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

...

N/A

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EXHIBIT 'C'
Standard Personnel Rates
For the Year 2023

Construction Phase

Project Manager II	$	120.00	hr
Superintendent II	$	120.00	hr
Senior Preconstruction Manager	$	120.00	hr
Estimator	$	96.00	hr
Project and Field Engineers	$	75.00	hr
Safety Manager	$	107.00	hr
Quality Manager	$	88.00	hr
Project Coordinator	$	54.00	hr
Foreman	$	65.00	hr
Carpenter	$	60.00	hr
Laborer	$	45.00	hr
Equipment Operator	$	136.00	hr
Surveyor	$	88.00	hr
BIM Coordinator	$	87.00	hr
3D Laser Scanning Engineer	$	88.00	hr
Virtual Construction Manager	$	107.00	hr
MEP Manager	$	107.00	hr
Warehouse Manager	$	84.00	hr
Warehouse Technician	$	73.00	hr
Deliveries and Driver	$	102.00	hr

Labor/ Staff Rates for subsequent years shall have an annual increase of 4%.
Staff Rates are based on a 2080hr work year.
Vehicle costs are not included above. Rates vary by staff member.

Standard Equipment Rates

For the Year of 2023

Description Rate per mo	Rate per Month
Abrasive Cutoff Chop Saw	$ 579.00
Air Compressor Towable	$ 1,732.00
Air Compressor, Hoses (Portable)	$ 254.00
Bobcat Auger Bit 6" - 15"	$ 222.00
Bobcat Auger Bit 18" - 24"	$ 283.00
Bobcat Auger Bit 30" - 36"	$ 283.00
Banding Machine	$ 54.00
Barricade Gates (Set)	$ 312.00
Bobcat S64	$ 1,966.00
Bobcat Track Unit T64	$ 2,425.00
Bobcat E35 Mini-Ex	$ 2,652.00
Bobcat Breaker for E35 Mini-Ex only	$ 1,856.00
Bobcat Vibratory Compactor for E35 Mini-Ex only	$ 1,310.00
Bobcat Auger attachment	$ 1,012.00
Bobcat Forks	$ 234.00
Bobcat Jackhammer	$ 1,768.00
Bobcat Smooth bucket	$ 452.00
Bobcat Rock Screen Bucket	$ 962.00
Bobcat Snow Plow	$ 289.00
Bobcat Snow Broom	$ 1,659.00
Bobcat Sweeper	$ 1,659.00
Bobcat Tooth bucket	$ 452.00
Bobcat Trench Compactor	$ 1,763.00
Bobcat Trencher	$ 1,139.00
Chipping hammer Electric (Large Hilti, Bosch or other)	$ 421.00
Concrete Blanket 10'x20'	$ 32.00
Concrete Core Driller	$ 598.00
Concrete Floor Scarifier	$ 1,310.00
Concrete Mixer	$ 863.00
Concrete Planer-Hilti DG150 (Large dustless Equipment)	$ 2,033.00
Concrete Saw - Walk behind	$ 867.00
Concrete Power Trowels - Walk behind	$ 588.00
Concrete Vibrator - high cycle	$ 676.00
Connex 20'	$ 165.00
Connex 20' Built-out	$ 272.00
Connex 20' Office	$ 572.00
Connex 40'	$ 330.00
Connex 40' Built-out	$ 482.00
Connex 40' Office 50/50 unit	$ 572.00
Copier	$ 386.00

Copier - Color	$	450.00
Curb Ramps Steel	$	158.00
Cutting Torches & Cart	$	104.00
Concrete Soft Cut Saw	$	780.00
Demo Saw	$	702.00
Differential Pressure Manometer	$	1,040.00
Dust Evacuation Fans Large - 36" - 48"	$	385.00
Equipment Fuel Tanks for Pick-up Truck	$	107.00
Fence Post Pounder (gas)	$	562.00
Fence Standard 6x12' per panel (.50 cents LF)	$	6.00
Fire Exinguishers	$	21.00
Fire Extinguisher stands (plastic)	$	32.00
Firehose (Rolls)	$	11.00
Floor Buffer	$	437.00
Floor Machine scrubber (Riding)	$	1,768.00
Forklift 510	$	4,659.00
Forklift 512	$	5,914.00
Forklift 509	$	3,285.00
Gradall	$	2,600.00
Fuel Cell with (3) 5gal cans and 40 gal pump	$	161.00
Gang Box	$	80.00
Gas Monitor GX-2009	$	208.00
Generator - (Portable) 5000k -6500k	$	710.00
Generator - 70KW (Towable)	$	2,972.00
Concrete Georgia Buggy	$	1,139.00
Gradall 15' Boom	$	723.00
Gradall Material Bucket (Trash Box)	$	366.00
Gradall Tipping Material Bucket (Trash Box)	$	504.00
Ground Thaw 400	$	7,488.00
Grout Pump	$	27.00
Jackhammer Electric Hilti 3000	$	411.00
Jersey Barriers - each	$	54.00
Jumping jack	$	556.00
Ladder-4', 6' or 8'	$	32.00
Lawn Mower Zero turn 42"	$	832.00
Leaf Blower	$	438.00
Negative Air Machine	$	1,040.00
Office Trailer Double wide	$	2,080.00
Office Trailer Single wide	$	884.00
Office Trailers tairs	$	234.00
Pallet Jack	$	416.00
Plate Compactor	$	723.00
Power Washer	$	632.00
Safety Roof Penetator Fall protection	$	1,560.00
Safety Vests (one time purchase) $35 for Green $15 Orange)	$	37.00
Scaffold peri	$	300.00
Snow blower	$	230.00

Survey - Builders level-B20	$	214.00
Survey - Laser & Accessories 3900 Series	$	580.00
Survey - Robotic Total Station (Kit)	$	2,668.00
Survey - Thedolite	$	214.00
Table Saw	$	312.00
Tool Trailer	$	444.00
Traffic Control Devices - not Jersey Barriers - per 10	$	54.00
Trailer Event one time charge	$	321.00
Trash Pump - Large 3 phase electric	$	743.00
Trash Pump - Small	$	580.00
Truck - Field	$	916.00
Truck - Superintendent's Pick-up	$	1,456.00
Truck - Water Truck	$	4,680.00
Vehicle Tracking Pads FODS	$	260.00
Water Meters	$	964.00
Wire Feed Welder	$	134.00
Slab Grabbers	$	10.00
Jersey Barricade Grabber	$	468.00
Street Sweeper Ford F-450	$	406.00
Utility Vehicle	$	1,128.00
Extension Ladder 20'	$	229.00

Rates for subsequent years shall have an annual increase of 4%.
Rates are for equipment rental only. Fuel, oil, or other consumables that are required for the operation of the equipment are not included.

City Council Meeting
Date: July 18, 2023
Staff: John Fryar,
Chief of Police

AM 2023-116
Public Hearing☐

SUBJECT FOR DISCUSSION

Approval of Payment to Cross Line Construction in the Amount not to Exceed $596,000.00 with a Contingency Fund, for Renovation of the Police Department Basement Project Phases 1 and 2

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Cross Line Construction was chosen after no response to an RFP process. This project will

- demolish the existing basement configuration and in Phase 1,
- build an Evidence storage area and office, an Investigations office and interview room, both a men's and women's locker rooms.
- This new configuration includes improvements in the electric and HVAC systems along with the locker systems for both the locker rooms and the Evidence transfer areas.
- Data line construction and basement door lock system upgrades.
- The construction of a median wall in the existing Police Storage room to accommodate other City Department storage.
- In Phase 2, the new training/meeting area, a second bathroom and breakroom area will be constructed.
- The initial structure for the City's Emergency Operations Center will be constructed in the training/meeting room area.

FINANCIAL CONSIDERATIONS

This project would require an additional appropriation to the general fund augment the $240,000 approved in the 2023 budget.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

Not doing the project, scaling back the project, or spreading the process of multiple budget years.

STAFF RECOMMENDATIONS

Staff recommends approval.

Attachments: a. Cross Line Final Budget

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

_____ City Clerk

_____ Date

Cross † Line Construction
Design Build / General Contractors
Ph 303.547.0272
www.crosslineconstruction.com

Date July 10, 2023

Subject: Ft Lupton Police Department
Updated Final Budget

Chief John Fryar
130 S McKinley Ave
Fort Lupton, CO 80621

Chief Fryar,

Based on the design for the Ft Lupton Police Department basement remodel, we have established an updated final budget for Phases 1 and 2. I have included the budget breakout for your use, and a scope breakout.

The final budget for Phases 1 and 2 is $585,931.

Please let me know if you have any questions related to this proposal.

Sincerely,

Oscar Najarro
Pre-Construction
Cross † Line Construction

We invest ourselves in every project that we build for our clients.

Cross † Line Construction
Design Build / General Contractors
Ph 303.547.0272
www.crosslineconstruction.com

Scope of Construction

Division 1 – General Conditions

- Includes 10 weeks of Superintendent.
- Includes tools and equipment.
- Includes safety.
- Includes temp cleanup and final clean.

Division 2

- Phase 1
  - Includes demolition and dumpsters.
- Phase 2
  - Includes demolition and dumpsters.

Division 3

- Phase 1
  - Includes grouting at exterior penetrations.
  - Includes Patch back.
- Phase 2
  - Includes grouting at exterior penetrations.
  - Includes Patch back.

Division 5

- Phase 1
  - Includes sheet metal for security wall at Evidence room 141.

Division 6

- Phase 1
  - Includes backing and blocking.
  - Includes millwork in Investigations office 138, millwork outside of locker rooms and solid surface tops.
- Phase 2

We invest ourselves in every project that we build for our clients.

    - Includes backing and blocking.
    - Includes millwork in Training Room 146, Breakroom 147, and Toilet Room 149 and solid surface tops.

Division 7

- Phase 1
    - Includes fire caulking between floors.
    - Includes sound insulation in walls between new offices.
- Phase 2
    - Includes fire caulking between floors.

Division 8

- Phase 1
    - New doors and frames

Division 9

- Phase 1
    - Includes framing and drywall.
    - Includes acoustical ceiling.
    - Includes flooring.
    - Includes paint.
- Phase 2
    - Includes framing and drywall.
    - Includes flooring.
    - Includes paint.

Division 10

- Phase 1
    - Includes 10 office signs.
    - Includes evidence lockers.
- Phase 2
    - Includes 3 office signs.
    - Includes 30 locker room lockers.

Division 13

- Phase 1
    - Includes Fire sprinkler system.
- Phase 2
    - Includes Fire sprinkler system.

Division 15

- Phase 1
    - Includes HVAC
- Phase 2
    - Includes HVAC
    - Includes Plumbing

We invest ourselves in every project that we build for our clients.

Division 16

- Phase 1
  - Includes Electrical
- Phase 2
  - Includes Electrical

Items by Owner

- Data and Phone
- Office furniture
- Dishwasher
- Security cameras and door access controls

Value Engineering Ideas

- Change out solid surface tops to PLAM tops.
- Reduce the number of lockers in locker room.
- Delete the epoxy floor to seal concrete or painted concrete.

Estimating Summary Sheet
Project Name: Ft. Lupton Police Department Remodel Phases 1 & 2
Bid Date: July 10, 2023
Addendums:

Division	Description	Subcontractor	Row Sub Total
01000	General Conditions		$ 25,000.00
	Subtotal		$ -
02050	Demo	CLC	$ 10,000.00
	Subtotal		$ -
03300	Cast-In-Place Concrete	Allowance	$ 2,500.00
03600	Grouts	Allowance	$ 1,000.00
	Subtotal		$ -
05800	Misc Metal	CLC	$ 935.00
	Subtotal		$ -
06400	Architectural Woodwork	Columbine K&B	$ 65,614.00
	Subtotal		$ -
07800	Fire Caulking	Allowance	$ 750.00
07850	Insulation	Jerry Contracting	$ 3,500.00
07900	Joint Sealants	Allowance	$ 375.00
	Subtotal		$ -
08200	Wood Doors & Plastic Doors	Colorado Doorways	$ 16,975.00
	Subtotal		$ -
09200	Plaster and Gypsum Board	Jerry Contracting	$ 27,404.00
09500	Acoustical Ceilings	Jerry Contracting	$ 11,592.00
09600	Flooring	Revolution	$ 46,455.00
09900	Paints and Coatings	Browne Brothers	$ 12,881.00
	Subtotal		$ -
10400	Identification Devices	Allowance	$ 800.00
10500	Lockers	Tiffin/School Lockers	$ 43,000.00
10800	Toilet, Bath & Laundry Accessories	Allowance	$ 1,085.00
	Subtotal		$ -
13850	Detection and Alarm	CLC	$ 1,500.00
13900	Fire Suppression	API Systems	$ 35,210.00
	Subtotal		$ -
15400	Plumbing	Building Tech	$ 51,793.00
15700	HVAC	1st Choice	$ 50,000.00
	Subtotal		$ -
16000	Electrical	Swede	$ 71,271.00
	Subtotal		$ -
17000	IST Data	By Owner	$ -
	Subtotal		$ -
	Column Subtotal		$ 479,640.00
	Payroll, Taxes & Insurance	0.2	$ 17,052.60
	State & Local Tax	0.088	$ 6,036.80
	Subtotal		
	Combined Subtotal		$ 502,729.40
	Margin	0.09	$ 45,245.65
	Insurance	0.02	$ 10,054.59
	Contingency	0.05	$ 27,901.48
	Bid Total		$ 585,931.12

City Council Meeting
Date: July 18, 2023
Staff: Mari Peña,
City Clerk

IM 2023-002

SUBJECT FOR DISCUSSION

Alcohol Beverage Festival Permit Application Received from Canas Enterprises, Inc. dba Patricia's Mexican Restaurant for 217 1st St. for September 9, 2023

SUMMARY STATEMENT/BACKGROUND DISCUSSION

On July 13, 2023, Canas Enterprises, Inc. dba Patricia's Mexican Restaurant (Patricia's) submitted a Festival Permit application for September 9, 2023. Patricia's currently holds a Tavern license.

Festival permit applications must be filed with the state licensing authority. The applicant must:

(I) Specify the licensed premises for the first of the festivals to be held;
(II) File the application at least thirty calendar days before the festival is to be held; and
(III) Include a fifty dollar processing fee for the first festival with the application filed with the state licensing authority.

The City does not currently have a festival permit process. Therefore, the licensee is not required to apply for a local permit.

If a festival permittee notifies the state licensing authority and the appropriate local licensing authority of the location of and dates of each festival at least thirty business days before holding the festival, the permittee may hold up to, but no more than, nine festivals during the twelve months after the festival permit is issued. Beginning January 1, 2024, a permittee may hold up to nine festivals during each calendar year.

A licensee may participate in up to fifty-two festivals each calendar year, including up to nine festivals held under a festival permit issued to the licensee

The state licensing authority may deny a festival permit or supplemental application for any of the following reasons:

(a) A documented history of violations of article 3, Title 44 C.R.S. or rules issued under this by any participating licensee;
(b) The filing of an incomplete or late application; or
(c) A finding that the application, if granted, would result in violations of this article 3 or rules issued under this article 3, Title 44 C.R.S. or violations of the laws of a local government.

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

_____ City Clerk

_____ Date

DR 8420 (06/15/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

REC'D CITY OF FT LUPTON
JUL 13 2023 PM2:20

Alcohol Beverage Festival Permit Application

This permit is only available for the following license types:

- Beer and Wine license;
- Hotel and Restaurant license;
- Tavern license;
- Brew Pub license;
- Vintner's Restaurant license;
- Distillery Pub license;
- Manufacturer's license (beer, wine, or spirits);
- Wholesaler's license; or
- Limited Wineries

☑ Initial Application – $50.00 Processing Fee

☐ Subsequent Festival Application - $50.00 per festival (9 total allowed per **12 month period**, per participating licensee)

Note - Beginning January 1, 2024, a permittee may hold up to 9 festivals during a calendar year.

Legal Business Name: Canas Enterprises Inc

Trade Name/DBA Name: Patricia's Mexican Restaurant

License Number	License Type	Sales Tax Number
[redacted]	Tavern	[redacted]

Business Phone Number	Email Address
303 8579955	

Premises Address: 217 1st. Street

City	State	ZIP Code
Fort Lupton	CO	80621

Mailing Address: 9825 E 138th Place

City	State	ZIP Code
Brighton	CO	80602

Festival Location: 217 1st St. Fort Lupton CO 80621

Date(s) of Festival: September 9, 2023

What are the hours of alcohol service during each festival date(s)? (1 festival can be no more than 72 hours): 9am - 8 pm

Attach a copy of Premises Use Authorization Letter or Lease

Notification to Local Authority

Local Licensing Authority Name	Date Notice was provided to Local Licensing Authority
City of Fort Lupton	July 13, 2023

During this festival alcohol will only be sold by the participating alcohol beverage holders (Check All that apply)

☒ In open containers for on-premises consumption ☐ In sealed containers for off-premises consumption

Notice To Local Licensing Authority

This application for a festival permit will be granted to the above named applicant unless any of the below listed conditions apply. If any of these conditions apply please contact the state licensing authority immediately.

☐ The applicant has not provided you with at least 30 business days notice of the proposed festival

☐ Past festivals have had a history of violation of the Colorado Liquor Code or Colorado Liquor Rules or violations of local ordinances

☐ If granted, this permit would result in violations of the Colorado Liquor Code or Colorado Liquor Rules, or the laws of the local government

If the Local Licensing Authority objects, provide a separate page with details of the objection.

Control Plan Attestation

I affirm that I have attached a Security and Control plan that has been circulated and agreed upon by all participating licensees.

Applicant's Signature	Date 7/13/23
Licensing Authority Signature ☐ Object ☑ Do Not Object	Local Licensing Authority Contact Name Phone Number 720-466-6101

List of participating businesses (Attach a separate sheet if needed)

Name: Canas Enterprises Inc. dba Patricia's Mexican Restaurant		
License Number: 40-42808-0000	License Type: Tavern	
Person Responsible: Fernando Canas		Phone Number: 720-298-3267
Name		
License Number	License Type	
Person Responsible		Phone Number
Name		
License Number	License Type	
Person Responsible		Phone Number
Name		
License Number	License Type	
Person Responsible		Phone Number
Name		
License Number	License Type	
Person Responsible		Phone Number
Name		
License Number	License Type	
Person Responsible		Phone 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 know that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code and Colorado Liquor Rules which affect my license or permit.

Authorized Signature	
Title: Owner	Date 6/29/2023

Patricia's Bar and Grill
217 1st St, Fort Lupton ,CO 80621

July 12, 2023

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

To whom it may concern:

This letter is in regards to an outdoor liquor event being held at Patricia Bar and Grill parking lot located at 217 1st St, Fort Lupton, CO 80621 on September 9, 2023.

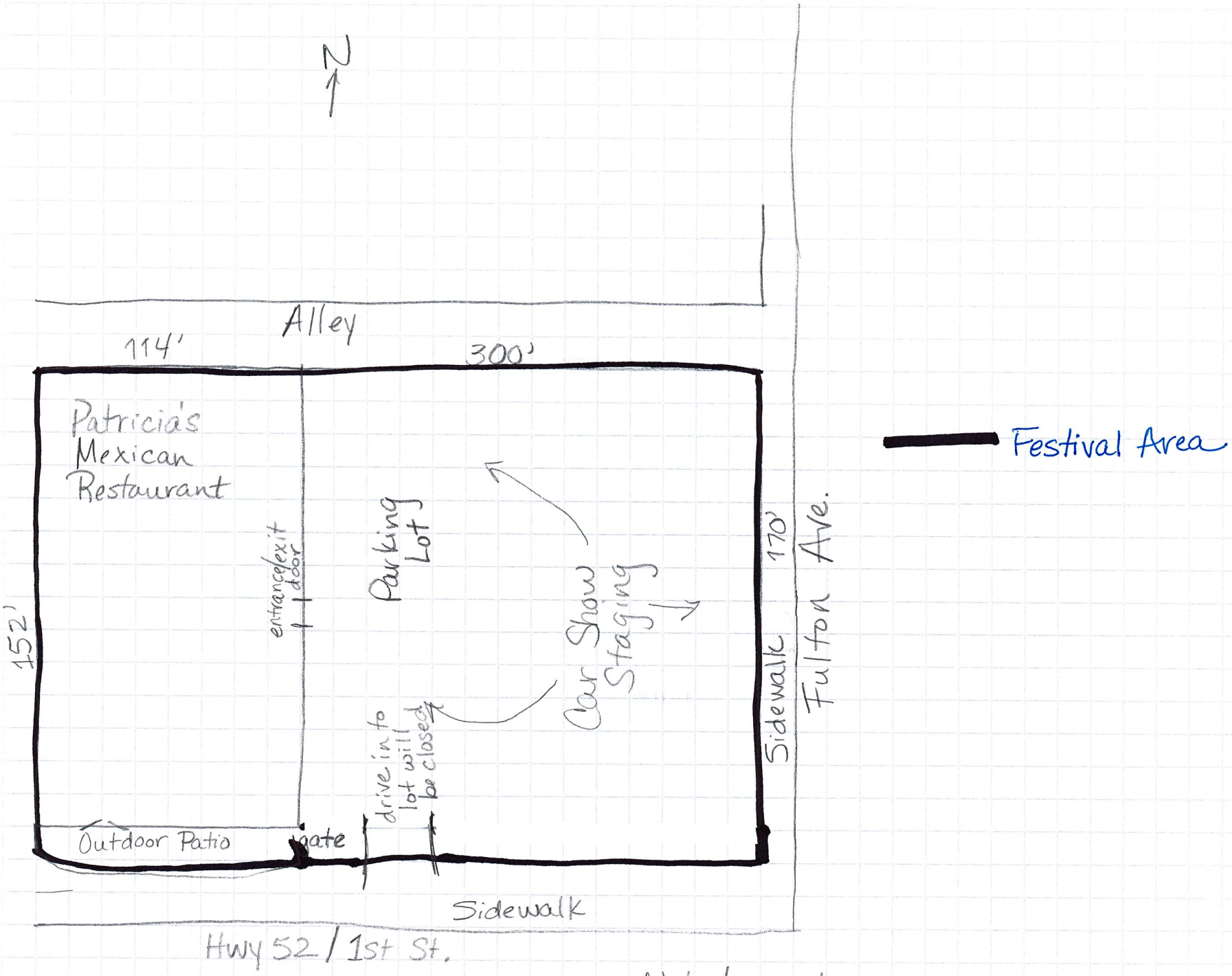
Regarding the steps we have taken to ensure that no under aged or inappropriate person(s) are receiving or consuming liquor, we wish to advise the following actions will be taken to ensure compliance with state and local liquor laws:

1. We have hired security personnel for the event to ensure everyone has a peaceful and enjoyable experience.
2. All bartenders/servers will card all individuals regardless of appearance of age before allowing them to both purchase the alcohol from the bartenders and receive the purchased alcohol from the bartender.

We hope that you will find these precautions set into place acceptable for the local and state liquor law(s) and allow us to host the one day event in the parking lot of our location.

Sincerely,

Ferando Canas


N
Alley
114'
300'
Patricia's Mexican Restaurant
entrance/exit door
Parking Lot
Car Show Staging
152'
170'
Sidewalk
Fulton Ave.
drive in to lot will be closed
Outdoor Patio
gate
Sidewalk
Hwy 52 / 1st St.
Festival Area
Not to scale
all measurements approx.

CALL FOR NOMINATIONS
CITY OF FORT LUPTON
REGULAR MUNICIPAL ELECTION
NOVEMBER 7, 2023

The City of Fort Lupton will participate in a coordinated election with Weld County on November 7, 2023 to elect Councilmembers for Ward I, Ward II, and Ward III. The current terms of the following will terminate in November 2023: Councilmembers Ward I – David Crespin; Ward II – Chris Ceretto; Ward III – Bruce Fitzgerald.

COUNCIL POSITIONS

Councilmembers serve a four (4) year term or a two (2) year term and are elected by registered electors within each ward where the candidate resides.

Persons interested in becoming a candidate for Mayor or Councilmember positions must meet the following requirements:

1. Be a registered elector.
2. Be at least 18 years of age on the date of the election.
3. Must have resided within their ward for a period of at least twelve (12) consecutive months immediately preceding the date of election.

NOMINATION FOR OFFICE

Candidates shall be nominated by petition without regard to political party affiliation. Forms may be obtained from the office of the City Clerk at 130 S. McKinley Avenue.

- Nomination petitions for this election may be picked up from the City Clerk's office on or after August 8, 2023 and must be filed with the City Clerk no later than 5:00 p.m., August 28, 2023.
- Candidates for City Council must have at least 25 signatures of registered electors residing in the candidate's ward.
- No registered elector shall sign more than one nomination petition for the Council position within his or her ward.

If you have questions, please contact
Mari Peña, City Clerk
720-466-6101

Ballot also may contain additional ballot questions.

Fort Lupton
COLORADO

WEEKLY CALENDAR

THURSDAY July 13

FRIDAY July 14

- Los Caudales del Norte
- Fort Lupton Public & School Library
- Starts at 6 p.m.

MONDAY July 17

Senior Lunch (60+)
- 12 p.m.
- Fort Lupton Rec Center

TUESDAY July 18

City Council Meeting
-6 p.m.

WEDNESDAY July 19

- Active Adults Craft Class
- Rock Painting - 1 p.m.
- Fort Lupton Rec Center

UPCOMING COMMUNITY EVENTS

HAWAIIAN LUAU FAMILY POOL PARTY
Fort Lupton Rec Center
Friday, July 21st - 5 - 8 p.m.
Food & drinks will be provided. Cost: $5
Registration is required. Space is limited.

BENEFIT CAR SHOW FOR ERIC THORPE
Sunday, July 23rd - 9 a.m. - 3 p.m.
Patricia's Sports Bar - 217 1st Street
FREE SPECTATOR ADMISSION
Preregister by email - fighting4thorpe@gmail.com

FREE MOVIE IN THE PARK
Hosted by Mt. Calvary Lutheran Church
Friday, July 28th - Starts at 8:30 p.m.
Koshio Park - 1st St & McKinley Ave
Movie - Family Camp, A Skit Guys Movie

NATIONAL NIGHT OUT
Fort Lupton Police Department
Tuesday, August 1st - 5 p.m. - 8 p.m.
Koshio Park - 1st St & McKinley Ave

FORTLUPTONCO.GOV

Fort Lupton
COLORADO

CALENDARIO SEMANAL

JUEVES 13 de julio

VIERNES 14 de julio

Los Caudales del Norte
- Fort Lupton Public & School Library
- Empieza a las 6 p.m.

LUNES 17 de julio

Almuerzo para Adultos Mayores (60+)
- 12 p.m.
- Fort Lupton Rec Center

MARTES 18 de julio

Reunión del Consejo Municipal
-6 p.m

MIÉRCOLES 19 de julio

Clase de Manualidades para Adultos Mayores Activos
- Pintar Piedras - 1 p.m.
- Fort Lupton Rec Center

PRÓXIMOS EVENTOS COMUNITARIOS

FIESTA DE PISCINA FAMILIAR HAWAIANA

Fort Lupton Rec Center
Viernes, 21 de julio - 5 - 8 p.m.
Comida y bebidas serán proveídas. Costo: $5
Se requiere inscripción por cupo limitado.

SHOW DE CARROS A BENEFICIO DE ERIC THORPE

Domingo, 23 de julio - 9 a.m. - 3 p.m.
Patricia's Sports Bar - 217 1st Street
ESPECTADORES ENTRAN GRATIS
Preregistración - fighting4thorpe@gmail.com

PELÍCULA GRATIS EN EL PARQUE

Organizado por Mt. Calvary Lutheran Church
Viernes, 28 de julio - Empieza a las 8:30 p.m.
Koshio Park - 1st St & McKinley Ave
Película - Family Camp, Una Película de Skit Guys

NATIONAL NIGHT OUT

Departamento de Policía de Fort Lupton
Martes, 1 de agosto - De 5 p.m. - 8 p.m.
Koshio Park - 1st St & McKinley Ave

FORTLUPTONCO.GOV