



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, September 5, 2023
6:00 PM
130 South McKinley Avenue

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

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

Call to Order

Pledge of Allegiance

Roll Call

Proclamation

- a. Suicide Awareness and Prevention Month Proclamation
- b. Bluedevil Homecoming Week Proclamation - To be Presented on September 8, 2023 at Fort Lupton High School

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

Approval of Agenda

Review of Accounts Payables

- a. September 5, 2023 Account Payables

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. August 15, 2023 City Council Meeting Minutes
- b. Second Reading Ordinance 2023-1158 Adopting an Ordinance of The City of Fort Lupton, Colorado, Repealing and Re-Enacting Chapter 16, Article X, Section 16-10.01 Floodplain Regulations of The City of Fort Lupton Municipal Code for the Flood Insurance Study, Weld County, Colorado and Incorporated Areas Effective October 14, 2023
- c. Second Reading Ordinance 2023-1159 An Ordinance of the City of Fort Lupton, Amending Portions of Chapter 16 – Development Code
- d. AM 2023-129 Accepting a Bid Proposal from CTL Thompson, Inc. To Provide for Construction Observation and Materials Testing Services for the City of Fort Lupton Recreation Center Expansion for an Amount Not to Exceed \$36,591.00, Allocated from the Recreation Center Fund.
- e. AM 2023-131 Approving a Resolution Appointing Alice Garboczi as a Professional Member of the Historic Preservation Board for a Three-year Term to Expire September 5, 2026

Action Memorandum

- a. AM 2023-130 Approving a Proposal from United Power, Inc. for Underground Conversion of Power Lines Along Harrison Avenue from 9th Street South to 4th Street, Paid Through the Undergrounding Fund at a Cost of \$107,441.00

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 2023-132 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.

Staff Reports

Mayor/Council Reports

Future City Events

- a. September 5, 2023 Upcoming Events

Upcoming Meetings

- a. September 12, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
September 19, 2023 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
September 26, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Proclamation

- WHEREAS,** suicide is a complex issue that can affect anyone, regardless of age, gender, race, orientation, income level, or background; and
- WHEREAS,** over 48,000 deaths annually are attributed to suicide; with suicide rates in Colorado ranking 6th nationally, and 66 lives lost to suicide in Weld County during 2022; and
- WHEREAS,** being a trusted person to turn to when someone is feeling isolated or hopeless is one of the most important things we can do to prevent suicide;
- WHEREAS,** actively challenging stigma around mental health and building skills that increase the likelihood of someone feeling safe to open up without fear of shame or judgement is the first step,
- WHEREAS,** because of the collaborative prevention and education efforts of North Range, Suicide Education and Support Services (SESS), Imagine Zero of Weld County, numerous survivors, and community partners, hope exists in Fort Lupton, and
- WHEREAS,** North Range Behavioral Health’s Suicide Education and Support Services (SESS) program supports those who have lost someone to suicide and provides education to Fort Lupton residents that help build critical suicide prevention skills; and
- WHEREAS,** September is recognized as National Suicide Awareness and Prevention Month with the goal of promoting awareness surrounding suicide prevention resources and support available to us and our community; and
- WHEREAS,** we encourage all residents to learn how to talk about mental health; research suicide prevention resources available nationally and throughout Weld County; check in on the wellbeing of your family, friends, and neighbors; and share genuine appreciation for the people in your life by any gesture you deem appropriate.

NOW, THEREFORE, I, Zo Hubbard, Mayor, on behalf of the City Council, do hereby proclaim, the month of September 2023, as “Suicide Awareness and Prevention Month” in the City of Fort Lupton, and call upon the citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of behavioral health, and the need for appropriate and accessible services for all citizens.

Given under my hand and seal of the City of Fort Lupton

Zo A. Hubbard, Mayor
05 September 2023

Proclamation

Bluedevil Homecoming Week

September 11-15, 2023

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*WHEREAS* the **Fort Lupton High School** is an awesome school; and

*WHEREAS* the **Fort Lupton High School Bluedevils** are a most exceptional football team, and

*WHEREAS* the **City of Fort Lupton** supports **OUR Bluedevils**; and

*WHEREAS* on Friday, September 15, 2023, the **Bluedevils** will be hosting their Homecoming football game; and

*WHEREAS* the **Bluedevils** are going to warm up the opponents, the Valley Vikings, with their spirit and fire; and

*WHEREAS* the Valley Vikings be run out of town.

*NOW, THEREFORE* I, **Zo Hubbard**, by virtue of the authority vested in me as the **Mayor of the City of Fort Lupton**, do hereby proclaim the week of **September 11-15, 2023** to be **Bluedevil** Week in the City of Fort Lupton, and additionally on Friday, September 15, 2023, I designate South Denver Avenue to be **Bluedevil Way** for the week.

Given under my hand and seal of the **City of Fort Lupton**  
this 24th day of August, 2023.

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Zo Hubbard, Mayor and Alumna 1971

# Check Report

City of Fort Lupton

By Check Number

Date Range: 09/05/2023 - 09/05/2023

| Vendor Number                             | Vendor Name                 | Payment Date | Payment Type                     | Discount Amount | Payment Amount | Number |
|-------------------------------------------|-----------------------------|--------------|----------------------------------|-----------------|----------------|--------|
| Payable #                                 | Payable Type                | Post Date    | Payable Description              | Discount Amount | Payable Amount |        |
| <b>Bank Code: Golf Course-Golf Course</b> |                             |              |                                  |                 |                |        |
| 000024                                    | ACE HARDWARE OF FORT LUPTON | 09/05/2023   | Regular                          | 0.00            | 54.44          | 86118  |
| <a href="#">100444/1</a>                  | Invoice                     | 08/23/2023   | GOLF-SUPPLIES-MAINT              | 0.00            | 34.13          |        |
| <a href="#">100523/1</a>                  | Invoice                     | 08/29/2023   | GOLF-SUPPLIES-MAINT              | 0.00            | 20.31          |        |
| 000044                                    | AGFINITY INC                | 09/05/2023   | Regular                          | 0.00            | 4,678.20       | 86119  |
| <a href="#">172661</a>                    | Invoice                     | 08/23/2023   | GOLF-ETHANOL 10%-MAINT           | 0.00            | 3,235.85       |        |
| <a href="#">172662</a>                    | Invoice                     | 08/23/2023   | GOLF-B2 FIELDMASTER ULSD15-MAINT | 0.00            | 1,442.35       |        |
| 000206                                    | CENTURYLINK                 | 09/05/2023   | Regular                          | 0.00            | 61.46          | 86120  |
| <a href="#">333164407SEP23</a>            | Invoice                     | 08/19/2023   | GOLF-PHONE SERVICE-MAINT         | 0.00            | 61.46          |        |
| 000306                                    | COMCAST BUSINESS            | 09/05/2023   | Regular                          | 0.00            | 39.12          | 86121  |
| <a href="#">25494SEP23</a>                | Invoice                     | 08/18/2023   | GOLF-CABLE SEP23-PROSHOP         | 0.00            | 39.12          |        |
| 002723                                    | EAGLE ROCK COMPANY OF COLO  | 09/05/2023   | Regular                          | 0.00            | 859.63         | 86122  |
| <a href="#">11666660</a>                  | Invoice                     | 08/28/2023   | GOLF LIQUOR-PRO SHOP             | 0.00            | 498.00         |        |
| <a href="#">11666661</a>                  | Invoice                     | 08/28/2023   | GOLF-LIQUOR-PRO SHOP             | 0.00            | 59.43          |        |
| <a href="#">11673952</a>                  | Invoice                     | 08/28/2023   | GOLF-LIQUOR-PRO SHOP             | 0.00            | 277.70         |        |
| <a href="#">11676547</a>                  | Invoice                     | 08/28/2023   | GOLF-LIQUOR-PRO SHOP             | 0.00            | 15.00          |        |
| <a href="#">11677496</a>                  | Invoice                     | 08/30/2023   | GOLF-LIQUOR-PRO SHOP             | 0.00            | 9.50           |        |
| 000567                                    | HIGH COUNTRY BEVERAGE CORP  | 09/05/2023   | Regular                          | 0.00            | 899.67         | 86123  |
| <a href="#">W-6589231</a>                 | Invoice                     | 08/28/2023   | GOLF-LIQUOR-PRO SHOP             | 0.00            | 899.67         |        |
| 000862                                    | O'REILLY AUTO PARTS         | 09/05/2023   | Regular                          | 0.00            | 45.42          | 86124  |
| <a href="#">4489-478924</a>               | Credit Memo                 | 08/14/2023   | GOLF-AIR FILTER- MAINT           | 0.00            | -14.11         |        |
| <a href="#">4489-479850</a>               | Invoice                     | 08/18/2023   | GOLF-AIR FILTER-MAINT            | 0.00            | 31.12          |        |
| <a href="#">4489-480586</a>               | Invoice                     | 08/21/2023   | GOLF-OIL FILTER-MAINT            | 0.00            | 28.41          |        |
| 000999                                    | SHAMROCK FOODS COMPANY      | 09/05/2023   | Regular                          | 0.00            | 2,610.44       | 86125  |
| <a href="#">28829633</a>                  | Invoice                     | 08/24/2023   | GOLF-MERCHANDISE-PRO SHOP        | 0.00            | 1,385.60       |        |
| <a href="#">28840020</a>                  | Invoice                     | 08/28/2023   | GOLF-MERCHANDISE-PRO SHOP        | 0.00            | 1,224.84       |        |
| 001026                                    | SPECIALTY CIGARS, LLC       | 09/05/2023   | Regular                          | 0.00            | 302.28         | 86126  |
| <a href="#">US16-31242059</a>             | Invoice                     | 08/22/2023   | GOLF-CIGARS-PRO SHOP             | 0.00            | 302.28         |        |
| 001224                                    | XCEL ENERGY-GAS             | 09/05/2023   | Regular                          | 0.00            | 163.69         | 86127  |
| <a href="#">841518398</a>                 | Invoice                     | 08/21/2023   | GOLF-GAS SERVICE SEP23-PRO SHOP  | 0.00            | 163.69         |        |

## Bank Code Golf Course Summary

| Payment Type   | Payable Count | Payment Count | Discount    | Payment         |
|----------------|---------------|---------------|-------------|-----------------|
| Regular Checks | 19            | 10            | 0.00        | 9,714.35        |
| 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            |
|                | <b>19</b>     | <b>10</b>     | <b>0.00</b> | <b>9,714.35</b> |

## Check Report

Date Range: 09/05/2023 - 09/05/2023

| Vendor Number                      | Vendor Name                    | Payment Date | Payment Type                          | Discount Amount | Payment Amount | Number |
|------------------------------------|--------------------------------|--------------|---------------------------------------|-----------------|----------------|--------|
| Payable #                          | Payable Type                   | Post Date    | Payable Description                   | Discount Amount | Payable Amount |        |
| Bank Code: Pooled Cash-Pooled Cash |                                |              |                                       |                 |                |        |
| 001301                             | AAA AUTO PARTS INC             | 09/05/2023   | Regular                               | 0.00            | 25.98          | 100940 |
| <a href="#">179844</a>             | Invoice                        | 08/23/2023   | GF-SUPPLIES-STREETS                   | 0.00            | 25.98          |        |
| 000031                             | ADAMSON POLICE PRODUCTS        | 09/05/2023   | Regular                               | 0.00            | 1,283.01       | 100941 |
| <a href="#">INV400952</a>          | Invoice                        | 08/14/2023   | GF-UNIFORMS-PD                        | 0.00            | 367.00         |        |
| <a href="#">INV400960</a>          | Invoice                        | 08/14/2023   | GF-UNIFORMS-PD                        | 0.00            | 198.00         |        |
| <a href="#">INV400969</a>          | Invoice                        | 08/14/2023   | GF-UNIFORMS-PD                        | 0.00            | 571.50         |        |
| <a href="#">INV401174</a>          | Invoice                        | 08/18/2023   | GF-UNIFORMS-PD                        | 0.00            | 124.06         |        |
| <a href="#">INV401190</a>          | Invoice                        | 08/18/2023   | GF-UNIFORMS-PD                        | 0.00            | 22.45          |        |
| 003374                             | ADVANCED POLICE CONCEPTS LLC   | 09/05/2023   | Regular                               | 0.00            | 79.00          | 100942 |
| <a href="#">082523</a>             | Invoice                        | 08/25/2023   | GF-T.DEVICH TRAINING-PD               | 0.00            | 79.00          |        |
| 000048                             | AIRGAS USA LLC                 | 09/05/2023   | Regular                               | 0.00            | 33.93          | 100943 |
| <a href="#">9140252593</a>         | Invoice                        | 08/01/2023   | GF-SUPPLIES-SHOP                      | 0.00            | 33.93          |        |
| 001293                             | AMAZON.COM                     | 09/05/2023   | Regular                               | 0.00            | 128.60         | 100944 |
| <a href="#">1NHW-XHP7-GF...</a>    | Invoice                        | 08/05/2023   | CPR-BINGO SHEETS-CPR                  | 0.00            | 128.60         |        |
| 000095                             | ARCO CONCRETE, INC             | 09/05/2023   | Regular                               | 0.00            | 3,966.00       | 100945 |
| <a href="#">41633</a>              | Invoice                        | 08/11/2023   | GF-6' WHEELSTOP-PARKS                 | 0.00            | 3,966.00       |        |
| 002228                             | BEMAS CONSTRUCTION INC         | 09/05/2023   | Regular                               | 0.00            | 1,500.00       | 100946 |
| <a href="#">002228083023</a>       | Invoice                        | 08/30/2023   | UF-HYD METER DEP REFUND-UB            | 0.00            | 1,500.00       |        |
| 000136                             | BG'S JAPANESE DESIGNS          | 09/05/2023   | Regular                               | 0.00            | 145.00         | 100947 |
| <a href="#">6575A</a>              | Invoice                        | 08/18/2023   | GF-EMBROIDERY-PD RECORDS              | 0.00            | 145.00         |        |
| 003240                             | BLUE TO GOLD, LLC              | 09/05/2023   | Regular                               | 0.00            | 495.00         | 100948 |
| <a href="#">BTG-BC-4687</a>        | Invoice                        | 08/24/2023   | GF-R.THOMECZEK TRAINING-PD            | 0.00            | 495.00         |        |
| 002835                             | BRANDING BY BRE                | 09/05/2023   | Regular                               | 0.00            | 3,100.00       | 100949 |
| <a href="#">1211</a>               | Invoice                        | 09/01/2023   | GF-SEP23 SOCIAL MEDIA MANAGEMENT-C... | 0.00            | 3,100.00       |        |
| 000167                             | BRIGHTON FORD INC              | 09/05/2023   | Regular                               | 0.00            | 1,336.88       | 100950 |
| <a href="#">359350</a>             | Invoice                        | 08/21/2023   | GF-VEHICLE REPAIR-PD                  | 0.00            | 1,336.88       |        |
| 000216                             | CHAMBER OF COMMERCE            | 09/05/2023   | Regular                               | 0.00            | 80.00          | 100951 |
| <a href="#">SEP23</a>              | Invoice                        | 09/13/2023   | GF-SEP23 LUNCHEON-LEGIS               | 0.00            | 80.00          |        |
| 000268                             | COLORADO ANALYTICAL LAB        | 09/05/2023   | Regular                               | 0.00            | 48.00          | 100952 |
| <a href="#">230803131</a>          | Invoice                        | 08/04/2023   | UF-COLIFORMS-W LINES                  | 0.00            | 48.00          |        |
| 002651                             | COLORADO COMMUNITY MEDIA       | 09/05/2023   | Regular                               | 0.00            | 814.71         | 100953 |
| <a href="#">93758</a>              | Invoice                        | 08/25/2023   | GF-PUBLIC NOTICES                     | 0.00            | 814.71         |        |
| 000306                             | COMCAST BUSINESS               | 09/05/2023   | Regular                               | 0.00            | 2,733.63       | 100954 |
| <a href="#">180148499</a>          | Invoice                        | 08/15/2023   | Comcast Phones                        | 0.00            | 2,733.63       |        |
| 001517                             | CORE&MAIN LP                   | 09/05/2023   | Regular                               | 0.00            | 193.55         | 100955 |
| <a href="#">T361209</a>            | Invoice                        | 08/09/2023   | UF-SUPPLIES-STORM DRAIN               | 0.00            | 193.55         |        |
| 003268                             | DEAN CONTRACTING, INC          | 09/05/2023   | Regular                               | 0.00            | 27,616.00      | 100956 |
| <a href="#">2805</a>               | Invoice                        | 08/29/2023   | GF - COMM. PARK FENCE - PARKS         | 0.00            | 27,616.00      |        |
| 000368                             | DEERE & COMPANY                | 09/05/2023   | Regular                               | 0.00            | 20,941.86      | 100957 |
| <a href="#">117504683</a>          | Invoice                        | 08/15/2023   | CEM-JOHN DEERE GATOR-CEM              | 0.00            | 20,941.86      |        |
| 000445                             | EWING IRRIGATION PRODUCTS INC  | 09/05/2023   | Regular                               | 0.00            | 82.31          | 100958 |
| <a href="#">011701896</a>          | Invoice                        | 08/23/2023   | UF-RIVER ROCK-W LINES                 | 0.00            | 82.31          |        |
| 000455                             | FASTENAL COMPANY 01COFTL       | 09/05/2023   | Regular                               | 0.00            | 14.46          | 100959 |
| <a href="#">COFTL195074</a>        | Invoice                        | 08/14/2023   | UF-SUPPLIES-WATER LINES               | 0.00            | 14.46          |        |
| 000909                             | FERGUSON ENTERPRISES INC #3326 | 09/05/2023   | Regular                               | 0.00            | 673.32         | 100960 |

## Check Report

Date Range: 09/05/2023 - 09/05/2023

| Vendor Number                | Vendor Name                          | Payment Date | Payment Type                          | Discount Amount | Payment Amount | Number |
|------------------------------|--------------------------------------|--------------|---------------------------------------|-----------------|----------------|--------|
| Payable #                    | Payable Type                         | Post Date    | Payable Description                   | Discount Amount | Payable Amount |        |
| <a href="#">0244365</a>      | Invoice                              | 08/15/2023   | UF-SUPPLIES-W LINES                   | 0.00            | 673.32         |        |
| 003372                       | FLATIRON TRADING POST LLC            | 09/05/2023   | Regular                               | 0.00            | 205.00         | 100961 |
| <a href="#">1024</a>         | Invoice                              | 08/19/2023   | GF-SPAG. DINNER VIP GIFTS-COM EVENTS  | 0.00            | 205.00         |        |
| 000489                       | FORT LUPTON RECREATION CTR           | 09/05/2023   | Regular                               | 0.00            | 1,625.00       | 100962 |
| <a href="#">3032664.001</a>  | Invoice                              | 08/30/2023   | GF-HAVE A HEART BASEBALL FIELD RENTAL | 0.00            | 1,625.00       |        |
| 000491                       | FORT LUPTON VETERINARY               | 09/05/2023   | Regular                               | 0.00            | 3,200.00       | 100963 |
| <a href="#">082123</a>       | Invoice                              | 08/21/2023   | GF-ANIMAL IMPOUNDS-CODE               | 0.00            | 3,200.00       |        |
| 000526                       | GERARDO CONCRETE                     | 09/05/2023   | Regular                               | 0.00            | 95,149.00      | 100964 |
| <a href="#">08302301</a>     | Invoice                              | 08/21/2023   | COMM CENTER PARK PARKING LOT          | 0.00            | 63,597.00      |        |
| <a href="#">08302302</a>     | Invoice                              | 08/21/2023   | COMM CENTER PARK PARKING LOT          | 0.00            | 31,552.00      |        |
| 002222                       | GREELEY LOCK & KEY                   | 09/05/2023   | Regular                               | 0.00            | 428.00         | 100965 |
| <a href="#">0000023661</a>   | Invoice                              | 08/16/2023   | CPR-SERVICE CALL-CPR                  | 0.00            | 428.00         |        |
| 002448                       | HIGH PLAINS NEW HOLLAND              | 09/05/2023   | Regular                               | 0.00            | 134.84         | 100966 |
| <a href="#">120078</a>       | Invoice                              | 08/29/2023   | GF-FILTERS-STREETS                    | 0.00            | 134.84         |        |
| 000597                       | INSIGHT PUBLIC SECTOR INC            | 09/05/2023   | Regular                               | 0.00            | 24,139.40      | 100967 |
| <a href="#">0226543998</a>   | Invoice                              | 08/18/2023   | GF-2024 Proofpoint Software- IT       | 0.00            | 24,139.40      |        |
| 003187                       | JOE JOHNSON EQUIPMENT LLC            | 09/05/2023   | Regular                               | 0.00            | 338,069.00     | 100968 |
| <a href="#">U00004</a>       | Invoice                              | 08/29/2023   | GF - Elgin Steet Sweeper - Streets    | 0.00            | 338,069.00     |        |
| 000655                       | JOHN DEERE FINANCIAL                 | 09/05/2023   | Regular                               | 0.00            | 100.44         | 100969 |
| <a href="#">W00838</a>       | Invoice                              | 08/08/2023   | GF-SHOP WORK-STREETS                  | 0.00            | 100.44         |        |
| 000716                       | LEONARD B. MEDOFF, Ph.D.             | 09/05/2023   | Regular                               | 0.00            | 700.00         | 100970 |
| <a href="#">080523</a>       | Invoice                              | 08/05/2023   | GF-EMPLOYMENT EVALUATIONS-PD          | 0.00            | 700.00         |        |
| 001292                       | LIFE STORIES CHILD & FAMILY ADVOCACY | 09/05/2023   | Regular                               | 0.00            | 375.00         | 100971 |
| <a href="#">11-789</a>       | Invoice                              | 08/08/2023   | GF-2ND QTR BILL APR-JUN23-PD          | 0.00            | 375.00         |        |
| 000735                       | LL JOHNSON DISTRIBUTING              | 09/05/2023   | Regular                               | 0.00            | 2,291.97       | 100972 |
| <a href="#">1153304-00</a>   | Invoice                              | 08/15/2023   | GF-IRRIGATION SUPPLIES-PARKS          | 0.00            | 742.61         |        |
| <a href="#">1153530-00</a>   | Invoice                              | 08/24/2023   | GF-NOZZLES,ROTATORS,RUBBER KIT-PARKS  | 0.00            | 950.33         |        |
| <a href="#">1153530-02</a>   | Invoice                              | 08/24/2023   | GF-IRRIGATION PARTS-PARKS             | 0.00            | 599.03         |        |
| 003373                       | MARK FRANZEN                         | 09/05/2023   | Regular                               | 0.00            | 300.00         | 100973 |
| <a href="#">082323</a>       | Invoice                              | 08/23/2023   | GF-SPAGHETTI DINNER ENTERTAINMENT-... | 0.00            | 300.00         |        |
| 000841                       | NEWMAN TRAFFIC SIGNS                 | 09/05/2023   | Regular                               | 0.00            | 142.86         | 100974 |
| <a href="#">TRFINV048630</a> | Invoice                              | 08/16/2023   | GF-SIGNS-STREETS                      | 0.00            | 142.86         |        |
| 000847                       | NORMAN'S MEMORIALS INC.              | 09/05/2023   | Regular                               | 0.00            | 240.00         | 100975 |
| <a href="#">082823</a>       | Invoice                              | 08/28/2023   | CEM-JAMES A DOCKTER SR                | 0.00            | 120.00         |        |
| <a href="#">08282301</a>     | Invoice                              | 08/28/2023   | CEM-LALANI F DOCKTER                  | 0.00            | 120.00         |        |
| 000865                       | OFFICE DEPOT                         | 09/05/2023   | Regular                               | 0.00            | 180.17         | 100976 |
| <a href="#">326007872001</a> | Invoice                              | 08/14/2023   | GF-OFFICE SUPPLIES-COURT              | 0.00            | 42.49          |        |
| <a href="#">327509222-1</a>  | Invoice                              | 08/24/2023   | GF-TONER-SHOP                         | 0.00            | 137.68         |        |
| 000862                       | O'REILLY AUTO PARTS                  | 09/05/2023   | Regular                               | 0.00            | 45.91          | 100977 |
| <a href="#">4489-479485</a>  | Invoice                              | 08/16/2023   | UF-SUPPLIES-W LINES                   | 0.00            | 11.44          |        |
| <a href="#">4489-482332</a>  | Invoice                              | 08/28/2023   | UF-SUPPLIES-W LINES                   | 0.00            | 34.47          |        |
| 000931                       | R & L TIRES                          | 09/05/2023   | Regular                               | 0.00            | 128.97         | 100978 |
| <a href="#">49668</a>        | Invoice                              | 08/08/2023   | CEM-TIRE REPAIR-CEM                   | 0.00            | 33.97          |        |
| <a href="#">49875</a>        | Invoice                              | 08/23/2023   | GF-TIRE REPAIR-STREETS                | 0.00            | 25.00          |        |
| <a href="#">49949</a>        | Invoice                              | 08/25/2023   | GF-TIRE REPAIR-PARKS                  | 0.00            | 70.00          |        |
| 000932                       | R & M SERVICES                       | 09/05/2023   | Regular                               | 0.00            | 618.25         | 100979 |
| <a href="#">10763</a>        | Invoice                              | 08/17/2023   | GF-VEHICLE MAINTENANCE-PD             | 0.00            | 214.95         |        |

## Check Report

Date Range: 09/05/2023 - 09/05/2023

| Vendor Number                     | Vendor Name                   | Payment Date | Payment Type                            | Discount Amount | Payment Amount | Number |
|-----------------------------------|-------------------------------|--------------|-----------------------------------------|-----------------|----------------|--------|
| Payable #                         | Payable Type                  | Post Date    | Payable Description                     | Discount Amount | Payable Amount |        |
| <a href="#">10764</a>             | Invoice                       | 08/17/2023   | GF-VEHICLE MATENANCE-PD                 | 0.00            | 403.30         |        |
| 000990                            | SCIENTURFIC                   | 09/05/2023   | Regular                                 | 0.00            | 355.12         | 100980 |
| <a href="#">T-129053</a>          | Invoice                       | 08/15/2023   | CEM-SOD-CEM                             | 0.00            | 355.12         |        |
| 003155                            | SHIRTS BY CHA LLC             | 09/05/2023   | Regular                                 | 0.00            | 1,547.54       | 100981 |
| <a href="#">18</a>                | Invoice                       | 08/24/2023   | GF-EMBROIDERY-HR                        | 0.00            | 1,547.54       |        |
| 001035                            | STANDARD INSURANCE CO.        | 09/05/2023   | Regular                                 | 0.00            | 6,651.86       | 100982 |
| <a href="#">00 759761 0001...</a> | Invoice                       | 09/01/2023   | LI, AD&D, LTD, STD Ins Prem             | 0.00            | 6,651.86       |        |
| 001624                            | STATE OF COLORADO             | 09/05/2023   | Regular                                 | 0.00            | 7,523.51       | 100983 |
| <a href="#">000010505</a>         | Invoice                       | 08/01/2023   | UF-BILLS/LATE NOTICES-UB                | 0.00            | 3,040.36       |        |
| <a href="#">000012152</a>         | Invoice                       | 08/01/2023   | UF-BILLS/LATE NOTICES-UB                | 0.00            | 2,759.59       |        |
| <a href="#">000014424</a>         | Invoice                       | 08/24/2023   | UF-REPLY ENVELOPES-UB                   | 0.00            | 1,723.56       |        |
| 002694                            | SYMMETRY ENERGY SOLUTIONS LLC | 09/05/2023   | Regular                                 | 0.00            | 3,596.37       | 100984 |
| <a href="#">17015194</a>          | Invoice                       | 08/25/2023   | REC-JUL23 GAS SERVICE                   | 0.00            | 3,596.37       |        |
| 002967                            | SYNERGETIC STAFFING LLC       | 09/05/2023   | Regular                                 | 0.00            | 1,870.87       | 100985 |
| <a href="#">21011409</a>          | Invoice                       | 08/29/2023   | GF-D MENDOZA ROMERO TEMP LABOR-F...     | 0.00            | 802.68         |        |
| <a href="#">21011442</a>          | Invoice                       | 08/08/2023   | GF-TEMP PERSONNEL-HR                    | 0.00            | 1,068.19       |        |
| 001101                            | TODD HODGES DESIGN, LLC       | 09/05/2023   | Regular                                 | 0.00            | 10,737.50      | 100986 |
| <a href="#">3538</a>              | Invoice                       | 08/28/2023   | GF-PLANNING SRVCS 8/14-8/27/23-PLANN... | 0.00            | 10,737.50      |        |
| 001105                            | TOSHIBA FINANCIAL SERVICES    | 09/05/2023   | Regular                                 | 0.00            | 2,520.95       | 100987 |
| <a href="#">508983350</a>         | Invoice                       | 08/21/2023   | GF-BSMT COPIER LEASE/OVERAGE-IT         | 0.00            | 385.31         |        |
| <a href="#">509136081</a>         | Invoice                       | 08/22/2023   | Copier Lease                            | 0.00            | 2,135.64       |        |
| 001120                            | TRUDILIGENCE LLC              | 09/05/2023   | Regular                                 | 0.00            | 200.17         | 100988 |
| <a href="#">51534</a>             | Invoice                       | 08/01/2023   | GF-BACKGROUND SCREENS-HR                | 0.00            | 200.17         |        |
| 003375                            | UNIVERSITY OF DENVER          | 09/05/2023   | Regular                                 | 0.00            | 2,800.00       | 100989 |
| <a href="#">167807-PSLD-C2...</a> | Invoice                       | 08/19/2023   | GF-PUBLIC SAFETY LEADERSHIOP COURSE-... | 0.00            | 2,800.00       |        |
| 001174                            | WAGNER EQUIPMENT CO.          | 09/05/2023   | Regular                                 | 0.00            | 466.03         | 100990 |
| <a href="#">P00C2602925</a>       | Invoice                       | 08/04/2023   | GF-FILTERS-STREETS                      | 0.00            | 466.03         |        |
| 003133                            | WS BARRICADE                  | 09/05/2023   | Regular                                 | 0.00            | 1,500.00       | 100991 |
| <a href="#">1000040</a>           | Invoice                       | 08/02/2023   | GF-TRAPPERS DAY BARRICADES-COM EVE...   | 0.00            | 1,000.00       |        |
| <a href="#">1000042</a>           | Invoice                       | 08/02/2023   | GF-TRAPPERS DAY BARRICADES-COM EVE...   | 0.00            | 500.00         |        |
| 001224                            | XCEL ENERGY-GAS               | 09/05/2023   | Regular                                 | 0.00            | 217.55         | 100992 |
| <a href="#">841518508</a>         | Invoice                       | 08/21/2023   | GF-CITY HALL/PLANNING GAS SRVC-FAC      | 0.00            | 217.55         |        |
| 001195                            | YODER CHEVROLET LLC           | 09/05/2023   | Regular                                 | 0.00            | 3,831.51       | 100993 |
| <a href="#">260424</a>            | Invoice                       | 08/01/2023   | GF-VEHICLE REPAIR-PD                    | 0.00            | 490.94         |        |
| <a href="#">262514</a>            | Invoice                       | 08/24/2023   | GF-VEHICLE REPAIR-PD                    | 0.00            | 3,340.57       |        |

## Bank Code Pooled Cash Summary

| Payment Type   | Payable Count | Payment Count | Discount    | Payment           |
|----------------|---------------|---------------|-------------|-------------------|
| Regular Checks | 73            | 54            | 0.00        | 577,184.03        |
| 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              |
|                | <b>73</b>     | <b>54</b>     | <b>0.00</b> | <b>577,184.03</b> |

## All Bank Codes Check Summary

| Payment Type   | Payable<br>Count | Payment<br>Count | Discount    | Payment           |
|----------------|------------------|------------------|-------------|-------------------|
| Regular Checks | 92               | 64               | 0.00        | 586,898.38        |
| 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              |
|                | <b>92</b>        | <b>64</b>        | <b>0.00</b> | <b>586,898.38</b> |

## Fund Summary

| Fund | Name                          | Period | Amount            |
|------|-------------------------------|--------|-------------------|
| 999  | POOLED CASH/CONSOLIDATED CASH | 9/2023 | 586,898.38        |
|      |                               |        | <b>586,898.38</b> |

**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
August 15, 2023**

The City Council of the City of Fort Lupton met in a regular session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Tuesday, August 15, 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 David Crespín. Councilmember Valerie Blackston participated remotely.

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

**PERSONS TO ADDRESS COUNCIL**

Aaron Richardson with Jacobs presented the checks of the 2023 Jon Mays Memorial Fore Youth Golf Tournament. A total of \$10,000.00 was raised and split between the Boys & Girls Club and the Fort Lupton Recreation Center.

**APPROVAL OF AGENDA**

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

**REVIEW OF ACCOUNTS PAYABLES**

Council reviewed the August 15, 2023, payables; there were no questions or comments from the Mayor or Council.

**CONSENT AGENDA**

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

- August 1, 2023 City Council Meeting Minutes
- Approving the Intergovernmental Agreement with Board of County Commissioners of the County of Weld and the Weld County Clerk and Recorder Concerning the Administration of the November 7, 2023, Coordinated Election with the City of Fort Lupton and designating Maricela Peña as the Election Official for the City (AM 2023-124)



**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
August 15, 2023**

- Approving the Renewal of Proofpoint Software for an Amount Not to Exceed \$24,139.40 from the General Fund IT Budget (AM 2023-126)

Motion passed unanimously on roll call vote.

**PUBLIC HEARINGS**

**AM 2023-125 Approve a Resolution Approving Service Plan for Sunrise Metropolitan District and Approve Intergovernmental Agreement with District**

Mayor Hubbard opened the public hearing at 6:06 p.m.

Jennifer Gruber-Tanaka, Esq. with White Bear Ankele Tanaka & Waldron, the City's legal counsel, presented an overview of the request.

Carlson Land Development, the applicant for Sunrise Metropolitan District (the "District"), has submitted a Service Plan (the "Service Plan") pursuant to the City's Special District Policy, contained in Chapter 19 of the Code. The Service Plan meets the criteria of and complies with the requirements set forth in the City's Special District Policy.

The purpose of approving the service plan is to authorize the District to provide for planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements required for development of the Sunrise PUD. The Service Plan has more details on the public improvements that may be funded by the District.

Future development will be required to complete additional filings, improvements agreements, and/or site plans prior to construction. Each phase of development will still require public hearings and final review and approval by City Council.

The City's Special District Policy and Title 32 require a public hearing before City Council with publication of notice of the hearing. The District published notice of the hearing in the Fort Lupton News Press on July 20, 2023, and mailed notice as required by the City's Special District Policy and Title 32.

Legal counsel for the District was present at the hearing to answer questions on the Service Plan and to request approval of the Service Plan and IGA.

Mayor Hubbard asked if anyone from the public wished to speak for or against the application.

Paula Williams, representative of the Applicant, thanked staff and Jennifer Gruber-Tanaka for their assistance in this proposal.

**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
August 15, 2023**

There was no further discussion and no one from the public wished to speak. Mayor Hubbard closed the public hearing at 6:11 p.m.

It was moved by Carlos Barron and seconded by Bruce Fitzgerald approving Resolution 2023R028 APPROVING SERVICE PLAN FOR SUNRISE METROPOLITAN DISTRICT AND APPROVE INTERGOVERNMENTAL AGREEMENT WITH DISTRICT. Motion passed unanimously on roll call vote.

**AM 2023-127 Adopting an Ordinance of The City of Fort Lupton, Colorado, Repealing and Re-Enacting Chapter 16, Article X, Section 16-10.01 Floodplain Regulations of The City of Fort Lupton Municipal Code for the Flood Insurance Study, Weld County, Colorado and Incorporated Areas Effective October 14, 2023**

Mayor Hubbard opened the public hearing at 6:12 p.m.

David Rausch, Development Review Engineer provided an overview of the proposal. The Federal Emergency Management Agency (FEMA) notified the City that the updated Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRM) will be effective November 30, 2023. The City is required to adopt and make effective an ordinance for the floodplain management regulations that include the updated Flood Insurance Study and Flood Insurance Rate Maps prior to November 30, 2023. Once the ordinance is signed and adopted, a copy must be sent to both FEMA and the State. If the City fails to adopt the floodplain ordinance, the City will be sanctioned. Publication of the notice of hearing was published in the Fort Lupton Press twice prior to the hearing.

Mayor Hubbard asked if anyone from the public wished to speak for or against the application.

There was no further discussion and no one from the public wished to speak. Mayor Hubbard closed the public hearing at 6:19 p.m.

It was moved by Claud Hanes and seconded by Carlos Barron Adopting Ordinance 2023-1158 OF THE CITY OF FORT LUPTON, COLORADO, REPEALING AND RE-ENACTING CHAPTER 16, ARTICLE X, SECTION 16-10.01 FLOODPLAIN REGULATIONS OF THE CITY OF FORT LUPTON MUNICIPAL CODE FOR THE FLOOD INSURANCE STUDY, WELD COUNTY, COLORADO AND INCORPORATED AREAS EFFECTIVE OCTOBER 14, 2023. Motion passed unanimously on roll call vote.

**ACTION MEMORANDUM**

**AM 2023-128 An Ordinance of the City of Fort Lupton, Amending Portions of Chapter 16 –**

**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
August 15, 2023**

**Development Code.**

The Fort Lupton Development Code became effective on July 16, 2022. Upon adoption, it was determined that within six months of the Development Code going into effect, revisions to Chapter 16 – Fort Lupton Development Code that may change the character or intent as approved by this Ordinance shall be considered by City staff, Planning Commission, and City Council to address issues identified during its implementation. This request is to make amendments to the Development Code found to be necessary by City Staff during its implementation.

Specific changes to note are:

- Addition of the Concept Plan procedure to Table 2-1 and the addition of a corresponding section that further details a procedure for Concept Plans. (2.02 D)
- Addition of the Comprehensive Plan Amendment procedure to Table 2-1 and the addition of a corresponding section that further details a procedure for Comprehensive Plan Amendments. (2.14)
- Changes to the timing and location of a Neighborhood Meeting. (2.01 D)
- Changes to the criteria for an Administrative Site Plan. (2.05)
- Changes to the criteria for a Site Plan. (2.06)
- Correction of Manufacturing and Industrial Services types to match definition of uses. (Table 4-1)
- Addition of Storage and Warehousing as a Special Use Permit to the C-2 and I-1 Zone Districts. (Table 4-2)
- Changes to the criteria of the height for Ground Mounted accessory uses in Renewable Energy Facilities. (4.03 D)
- Correction of density bonus, from “additional” to “total” (5.05 C)
- Removal of maximum secondary building size (Table 6-2)
- Reincorporating specific language from the previous parking standards in the Municipal Code into new parking design standards (7.04 E)
- Reincorporating specific language from the previous fencing standards in the Municipal

**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
August 15, 2023**

Code into Section 8.05

- Changes in criteria for monument and residential gateway signs
- Repeal and replacement of Section 10.01.

It was moved by David Crespin and seconded by Chris Ceretto to approve an Ordinance of the City of Fort Lupton, Amending Portions of Chapter 16 – Development Code. Motion passed unanimously on roll call vote.

**STAFF**

David Rausch, Development Review Engineer, stated during construction on Harrison Avenue, trash pickup should not be an issue. Trash trucks should be able to drive down the street. However, if the trucks do not have access to the trash, the construction contractor has been instructed to pick up the trash and take it to the intersection where the trash truck can access it.

William Carnes, Lieutenant, reported the basement renovation is moving forward well. They are in phase one of the renovation.

Chris Cross, City Administrator, reported the joint meeting between the Council and Board of County Commissioners went well. He also reported the Library will be doing a soft opening on Monday, August 21<sup>st</sup> and the ribbon cutting is scheduled for September 1<sup>st</sup> at 5 p.m.

**MAYOR/COUNCIL REPORTS**

Zo Hubbard, Mayor, reported Council had a lovely time during their joint meeting with the Board of County Commissioners at the new library. She encouraged everyone to go in and explore the library when it opens.

**FUTURE CITY EVENTS**

|                   |                                                                                                  |
|-------------------|--------------------------------------------------------------------------------------------------|
| August 25, 2023   | Summer Concert Series – Kelsie Jo & the Wildcards<br>Fort Lupton Library, 425 Denver Ave. 6 p.m. |
| August 30, 2023   | Spaghetti Dinner, Fort Lupton Recreation Center,<br>203 S. Harrison Ave. 5 p.m.- 8 p.m.          |
| September 8, 2023 | 28th Annual Trapper Days Golf Tournament                                                         |

**RECORD OF PROCEEDINGS  
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS  
August 15, 2023**

September 9, 2023    Trapper Days, Downtown Fort Lupton, Denver Ave.

**UPCOMING MEETINGS**

August 29, 2023        Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6 p.m.  
September 5, 2023    City Council Meeting, City Hall, 130 S. McKinley Ave. 6 p.m.  
September 12, 2023   Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6 p.m.

**EXECUTIVE SESSION**

It was moved by Carlos Barron and seconded by Chris Ceretto to move to Executive Session at 6:33 p.m. "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)." Windy Gap. Motion passed unanimously on voice vote. The following moved into Executive Session: Mayor Hubbard, Mayor Pro-Tem, Chris Ceretto, Councilmembers Bruce Fitzgerald, Claud Hanes, David Crespín and Carlos Barron, Councilmember Valerie Blackston attended remotely, City Attorney, Andy Ausmus, City Administrator, Chris Cross, and Finance Director, Leanne Perino.

The Executive Session ended at 6:45 p.m. and the regular meeting reconvened.

**ADJOURNMENT**

The meeting adjourned at 6:46 p.m.

Submitted by,

---

Maricela Peña, City Clerk

Approved by City Council,

---

Zo Hubbard, Mayor

**ORDINANCE NO.      2023-1158**

**INTRODUCED BY:      CLAUD HANES**

**AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, REPEALING AND RE-ENACTING CHAPTER 16, ARTICLE X, SECTION 16-10.01 FLOODPLAIN REGULATIONS OF THE FORT LUPTON MUNICIPAL CODE FOR THE FLOOD INSURANCE STUDY, WELD COUNTY, COLORADO AND INCORPORATED AREAS EFFECTIVE OCTOBER 14, 2023**

**INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED** this 15<sup>th</sup> day of August 2023.

**PUBLISHED** in the Fort Lupton Press on this 24<sup>th</sup> day of August 2023.

**FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED** by title only this 5<sup>th</sup> day of September 2023.

**PUBLISHED BY TITLE ONLY** in the Fort Lupton Press on this 14<sup>th</sup> day of September 2023.

**EFFECTIVE** (after publication) this 14<sup>th</sup> day of October 2023.

CITY OF FORT LUPTON, COLORADO

---

Zo Hubbard, Mayor

ATTEST:

---

Maricela Peña, City Clerk

Approved as to form:

---

Andy Ausmus, City Attorney

**ORDINANCE NO.        2023-1159**

**INTRODUCED BY:        DAVID CRESPIN**

**AN ORDINANCE OF THE CITY OF FORT LUPTON, AMENDING PORTIONS OF CHAPTER 16 –  
DEVELOPMENT CODE.**

**INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED** this 15<sup>th</sup> day  
of August 2023.

**PUBLISHED** in the Fort Lupton Press the 24<sup>th</sup> day of August 2023.

**FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED** by title only this 5<sup>th</sup>  
day of September 2023.

**PUBLISHED** in the Fort Lupton Press the 14<sup>th</sup> day of September 2023.

**EFFECTIVE** (after publication) the 14<sup>th</sup> day of October 2023.

City of Fort Lupton, Colorado

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Zo Hubbard, Mayor

Attest:

---

Maricela Peña, City Clerk

Approved as to form:

---

Andy Ausmus, City Attorney



**SUBJECT FOR DISCUSSION**

Accepting a Bid Proposal from CTL Thompson, Inc. To Provide for Construction Observation and Materials Testing Services for the City of Fort Lupton Recreation Center Expansion for an Amount Not to Exceed \$36,591.00, Allocated from the Recreation Center Fund.

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The City's Recreation Center Expansion will be beginning and independent testing is required to meet compliance. The history of this firm with the existing Community Center and keeping the consistency of the building project was the reason for recommending CTL Thompson, Inc for construction observation and materials testing. The department received four bids for this project with CTL Thompson providing the lowest bid for all of the work requested.

As indicated, the City's Recreation Center project requires independent construction observation and materials testing services. This is the same firm that did all of the testing with the Community Center Building and already has data collected from the previous project. CTL/Thompson, Inc., is recommended to provide this service for consistency in having the same agency continue the testing for the Recreation Center project. Their estimate is based on experience with similar projects, the general contractors plans, and provided information. This testing and observations are required on all of the components of the building project including:

| Description                                    | Costs           |
|------------------------------------------------|-----------------|
| ▪ Soils/Materials and Compaction               | \$10,720        |
| ▪ Reinforce steel observation                  | \$ 4,455        |
| ▪ Concrete testing                             | \$ 7,250        |
| ▪ Masonry inspections and materials testing    | \$ 8,646        |
| ▪ Structural steel shop fabrication inspection | \$ 600          |
| ▪ Field welding and bolt observation           | <u>\$ 4,920</u> |
|                                                | \$36,591        |

A third party must do these inspections and testing which are contracted by the owner of the project. These inspections and testing requirements are mandatory before occupancy will be allowed.

**FINANCIAL CONSIDERATIONS**

This amount would come out of the Recreation Center Expansion Budget.

**LEGAL/POLITICAL CONSIDERATIONS**

Not Applicable.

**ALTERNATIVES/OPTIONS**

Accept one of the other bids.

**STAFF RECOMMENDATIONS**

We recommend to authorize CTL Thompson to provide for construction observation and materials testing services for the City of Fort Lupton Recreation Center expansion for an amount not to exceed \$36,591.00.

**Attachments:**                      a. Bids/Proposals  
                                                 b. Testing Requirements

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



c. Bid Announcement

# PROPOSAL



August 23, 2023

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

Attention: Monty Schuman

Subject: Proposal for Construction Observation and Materials Testing Services  
Fort Lupton Recreation Center Addition  
203 South Harrison Avenue  
Fort Lupton, Colorado  
Proposal Number: FC-23-0321

CTL | Thompson, Inc. (CTL) is pleased to present this proposal for performing Construction Observation and Materials Testing (COMT) for the Fort Lupton Recreation Center Addition project in Fort Lupton, CO. We used the project plans and geotechnical report provided in preparation of our proposal. We anticipate that our services will be required for soil compaction testing, concrete testing, reinforcing steel observation, masonry observation, structural steel shop fabrication inspection, and field weld/bolt observation.

We have attached the City of Fort Lupton's Bid Sheet as well as our breakdown of the fees listed on the Bid Sheet. It should be noted that testing frequencies will vary depending on the construction schedule and the contractor's schedule. Our actual fees will be based on the hours charged and laboratory tests conducted at the unit rates presented in the cost breakdown.

Thank you for your consideration. If you have any questions, please contact the undersigned.

Respectfully Submitted,  
**CTL | THOMPSON, INC.**

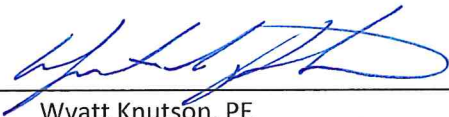
Heather Grubb  
Field Department Manager  
[hgrubb@ctlthompson.com](mailto:hgrubb@ctlthompson.com)

\*\*\*\*\*  
REQUEST NO.  
FTL2023-  
\*\*\*\*\*



|                                              |           |
|----------------------------------------------|-----------|
| Testing Services Soils/Materials             | \$ 10,720 |
| Reinforce Steel observation                  | \$ 4,455  |
| Concrete testing                             | \$ 7,250  |
| Masonry inspections and materials testing    | \$ 8,646  |
| Structural steel shop fabrication inspection | \$ 600    |
| Field welding and bolt observation           | \$ 4,920  |
| GRAND TOTAL                                  | \$ 36,591 |

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

FIRM: CTL Thompson, Inc BY:   
Incorporated in the State of Colorado Wyatt Knutson, PE

BUSINESS ADDRESS: 400 N. Link Lane TITLE: Vice President/Regional Manager

CITY, STATE, ZIP CODE: Fort Collins, CO 80524 DATE: 8/23/2023

TELEPHONE NO.: 970-206-9455 FAX NO.: 970-206-9441 TAXPAYER I.D.#: 84-0609804

DOES YOUR BID MEET OUR SPECIFICATIONS? YES X NO     

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

INVITATION TO BID

## Exhibit B - Fee Estimate: Fort Lupton Recreation Center Addition

### EARTHWORK

Compaction testing will be required for utility trench backfill, foundation subgrade, foundation wall backfill, sidewalk subgrade, curb subgrade, and pavement subgrade. Excavation observations may also be necessary. We estimate a total of 32 site visits and 4 proctors will be necessary for this project.

|                            |           |         |   |          |          |   |              |       |   |                 |
|----------------------------|-----------|---------|---|----------|----------|---|--------------|-------|---|-----------------|
| Earthwork                  | <u>32</u> | Visits  | x | <u>3</u> | Hr/Visit | x | <u>\$80</u>  | /Hr   | = | \$7,680         |
| Standard Proctor           | <u>4</u>  | Tests   |   |          |          | x | <u>\$135</u> | /Test | = | \$540           |
| Gradation/Atterberg Limits | <u>4</u>  | Tests   |   |          |          | x | <u>\$145</u> | /Test | = | \$580           |
| Review                     | <u>32</u> | Reports |   |          |          | x | <u>\$60</u>  | /Each | = | \$1,920         |
| <b>Subtotal:</b>           |           |         |   |          |          |   |              |       |   | <b>\$10,720</b> |

### CONCRETE

Concrete testing is required for the project. Testing will include slump, air content, unit weight, temperature and casting of five compressive strength cylinders for each test. We estimate 20 concrete tests will be necessary. Shotcrete testing for the pool may also be necessary.

|                         |           |       |   |          |          |   |              |        |   |                |
|-------------------------|-----------|-------|---|----------|----------|---|--------------|--------|---|----------------|
| Concrete Testing        | <u>20</u> | Tests | x | <u>4</u> | Hr/Test  | x | <u>\$65</u>  | /Hr    | = | \$5,200        |
| Shotcrete Panel Testing | <u>1</u>  | Panel |   |          |          | x | <u>\$350</u> | /Panel | = | \$350          |
| Concrete Cylinders      | <u>20</u> | Tests | x | <u>5</u> | Cyl/Test | x | <u>\$17</u>  | /Cyl   | = | \$1,700        |
| <b>Subtotal:</b>        |           |       |   |          |          |   |              |        |   | <b>\$7,250</b> |

### REINFORCING STEEL

Visual inspection of the reinforcing steel will be required prior to concrete placement for footings, foundation walls, and slabs. We estimate 18 site visits will be necessary.

|                   |           |         |   |            |        |   |             |       |   |                |
|-------------------|-----------|---------|---|------------|--------|---|-------------|-------|---|----------------|
| Steel Observation | <u>18</u> | Days    | x | <u>2.5</u> | Hr/Day | x | <u>\$75</u> | /Hr   | = | \$3,375        |
| Review            | <u>18</u> | Reports |   |            |        | x | <u>\$60</u> | /Each | = | \$1,080        |
| <b>Subtotal:</b>  |           |         |   |            |        |   |             |       |   | <b>\$4,455</b> |

### MASONRY (PHASE 385)

Masonry observations will be necessary for for this project. We estimate 22 days of observations.

|                           |           |         |   |          |        |   |              |       |   |                |
|---------------------------|-----------|---------|---|----------|--------|---|--------------|-------|---|----------------|
| Masonry Testing           | <u>22</u> | Days    | x | <u>3</u> | Hr/Day | x | <u>\$85</u>  | /Hr   | = | \$5,610        |
| Laboratory: Hollow Prisms | <u>2</u>  | Sets    |   |          |        | x | <u>\$484</u> | /Set  | = | \$968          |
| Laboratory: Grout Cores   | <u>2</u>  | Sets    |   |          |        | x | <u>\$224</u> | /Set  | = | \$448          |
| Laboratory: Mortar Cubes  | <u>2</u>  | Sets    |   |          |        | x | <u>\$150</u> | /Set  | = | \$300          |
| Review                    | <u>22</u> | Reports |   |          |        | x | <u>\$60</u>  | /Each | = | \$1,320        |
| <b>Subtotal:</b>          |           |         |   |          |        |   |              |       |   | <b>\$8,646</b> |

## Exhibit B - Fee Estimate: Fort Lupton Recreation Center Addition

### STRUCTURAL STEEL BOLT INSPECTION

Visual inspection of the high-strength steel connections will be required. We estimate 12 visits will be necessary.

|                              |           |         |   |            |        |   |              |       |   |         |
|------------------------------|-----------|---------|---|------------|--------|---|--------------|-------|---|---------|
| Structural Steel Observation | <u>12</u> | Visits  | x | <u>3.5</u> | Hr/Day | x | <u>\$100</u> | /Hr   | = | \$4,200 |
| Shop Inspection              | <u>1</u>  | Visit   | x | <u>6</u>   | Hr     | x | <u>\$100</u> | /Hr   | = | \$600   |
| Review                       | <u>12</u> | Reports | x |            |        | x | <u>\$60</u>  | /Each | = | \$720   |

|                  |  |  |  |  |  |  |  |  |  |                |
|------------------|--|--|--|--|--|--|--|--|--|----------------|
| <b>Subtotal:</b> |  |  |  |  |  |  |  |  |  | <b>\$5,520</b> |
|------------------|--|--|--|--|--|--|--|--|--|----------------|

|                       |  |  |  |  |  |  |  |  |  |                 |
|-----------------------|--|--|--|--|--|--|--|--|--|-----------------|
| <b>TOTAL ESTIMATE</b> |  |  |  |  |  |  |  |  |  | <b>\$36,591</b> |
|-----------------------|--|--|--|--|--|--|--|--|--|-----------------|

August 22, 2023

City of Fort Lupton Finance Director  
130 South McKinley Avenue  
Fort Lupton, Colorado 80621

Project: Construction Materials Testing and Construction Observation  
Fort Lupton Recreation Center Addition  
203 South Harrison Avenue  
Fort Lupton, Colorado 80621  
Proposal Agreement No. D230802

As requested, we are submitting this proposal to provide construction materials testing and observation services during the construction of the Fort Lupton Recreation Center Addition. Thank you for considering CMT Technical Services formerly Cesare Inc. & CTC-Geotek, Inc. as the construction materials testing consultant for this project.

The following proposed estimate is based on the project plans and specifications dated July 19, 2023 (Addendum 01, date 8/2/2023), entitled Issue for Construction. Additionally, the Kumar & Associates, Inc. Geotechnical Engineering Study, Project No. 23-3-123 was also reviewed on the preparation of this cost estimate.

| Service                                                   | Estimated Cost             |
|-----------------------------------------------------------|----------------------------|
| Division 2                                                | \$ 17,740.00               |
| Division 3                                                | \$ 34,217.00               |
| Division 4                                                | \$ 9,520.00                |
| Division 5                                                | \$ 17,730.00               |
| Division 7                                                | \$ 1,440.00                |
| Project Management/Reporting (Total for all divisions)    | \$ 7,600.00                |
| Professional Engineering Review (Total for all divisions) | \$ 1,000.00                |
| <b><u>Estimated Total</u></b>                             | <b><u>\$ 89,247.00</u></b> |

## DIVISION 2 – SITEWORK & UTILITIES

### Earthwork

|                                                                                            |            |              |              |
|--------------------------------------------------------------------------------------------|------------|--------------|--------------|
| Laboratory (Specific gravity, proctors, gradations, Atterberg Limits)                      |            |              | \$ 800.00    |
| 30-300-Fill Placement Density Testing (DT)                                                 | 210 hrs. @ | \$ 70.00/hr. | \$ 14,700.00 |
| (Assume 70 site visits @ 3.0 hours/visit; footing; floor slab; foundation wall; site work) |            |              |              |

**Sub Total** **\$ 15,500.00**

### Site Utilities

|                                |           |              |             |
|--------------------------------|-----------|--------------|-------------|
| 30-307-Storm Sewer Backfill DT | 16 hrs. @ | \$ 70.00/hr. | \$ 1,120.00 |
| 30-309-Waterline Backfill DT   | 16 hrs. @ | \$ 70.00/hr. | \$ 1,120.00 |

**Sub Total** **\$ 2,240.00**

## DIVISION 3 – CONCRETE, REINFORCING STEEL, PRECAST

### Mild Steel Concrete Reinforcing

|                                                    |           |              |             |
|----------------------------------------------------|-----------|--------------|-------------|
| 44-444-Foundation Rebar                            | 28 hrs. @ | \$ 70.00/hr. | \$ 1,960.00 |
| 44-449-Footing/Grade Beam/Tie Beam Rebar           | 24 hrs. @ | \$ 70.00/hr. | \$ 1,680.00 |
| 44-456-Slab on Grade                               | 26 hrs. @ | \$ 70.00/hr. | \$ 1,820.00 |
| 44-457-Structural Slab and Structural Slab on Void | 4 hrs. @  | \$ 70.00/hr. | \$ 280.00   |
| 44-459-Infrastructure                              | 6 hrs. @  | \$ 70.00/hr. | \$ 420.00   |
| 44-460-Slab Rebar                                  | 8 hrs. @  | \$ 70.00/hr. | \$ 560.00   |

**Sub Total** **\$ 6,720.00**

### Cast-In-Place Structural Concrete

|                                   |                                                           |               |              |
|-----------------------------------|-----------------------------------------------------------|---------------|--------------|
| 42-402-Footings                   | 16 tests (8 gym; 8 natatorium)                            |               |              |
| 42-404-Slab on Grade              | 18 tests (9 gym; 9 natatorium)                            |               |              |
| 42-405-Foundation Walls           | 19 tests                                                  |               |              |
| 42-408-Structural Slab            | 2 tests (surge pit lid)                                   |               |              |
| 42-409-Curb & Gutter              | 2 tests (curb cut patches)                                |               |              |
| 42-416-Sidewalk                   | 5 tests                                                   |               |              |
| 42-417-Misc. Concrete             | 6 tests (pool steps; drainage trench; roof equipment pad) |               |              |
| 42-437-Infrastructure             | 4 tests (outlet structures; manhole)                      |               |              |
| 42-465-Drive Pan Test             | 1 test                                                    |               |              |
| 42-470-Slab on Metal Deck         | 2 tests (Mezzanine level gym)                             |               |              |
| Total Estimated Tests             | 75 tests @ 3.0 hrs.ea. @                                  | \$ 70.00/hr.  | \$ 15,750.00 |
| Cylinder Breaks (5 cyl. per test) | 375 cyls. @                                               | \$ 17.00/cyl. | \$ 6,375.00  |

42-418-Specimen Pickup 56 hrs. @ \$ 70.00/hr. \$ 3,920.00

**Sub Total** **\$ 26,045.00**

|                                      |         |   |              |                    |
|--------------------------------------|---------|---|--------------|--------------------|
| Precast Grout                        |         |   |              |                    |
| 46-477-Part Time Special Observation | 12 hrs. | @ | \$ 70.00/hr. | \$ 840.00          |
| 46-480-Precast Grout Test            | 6 sets  | @ | \$102.00/set | \$ 612.00          |
| <b>Sub Total</b>                     |         |   |              | <b>\$ 1,452.00</b> |

#### DIVISION 4 - MASONRY

##### Structural Unit Masonry

(Assume 40 CMU placement days @ 2.5 hours/day)

|                                      |          |   |               |                    |
|--------------------------------------|----------|---|---------------|--------------------|
| 46-477-Part Time Special Observation | 100 hrs. | @ | \$ 85.00/hr.  | \$ 8,500.00        |
| 46-480-Grout Test                    | 2 sets   | @ | \$51.00/set.  | \$ 102.00          |
| 46-487-CMU Unit Test Strength Series | 2 series | @ | \$408.00/ser. | \$ 816.00          |
| 46-492-Mortar Test                   | 2 sets   | @ | \$ 51.00/set  | \$ 102.00          |
| <b>Sub Total</b>                     |          |   |               | <b>\$ 9,520.00</b> |

#### DIVISION 5 - METALS

##### Structural Steel & Metal Framing

|                                                |         |   |              |                     |
|------------------------------------------------|---------|---|--------------|---------------------|
| 50-501-Visual Field Verification / AWS CWI     | 48 hrs. | @ | \$ 90.00/hr. | \$ 4,320.00         |
| 50-502-Magnetic Particle - Field               | 3 hrs.  | @ | \$ 90.00/hr. | \$ 270.00           |
| 50-503-Ultrasonic Testing - Field              | 6 hrs.  | @ | \$ 90.00/hr. | \$ 540.00           |
| 50-505-Acoustical Testing - Field              | 4 hrs.  | @ | \$ 90.00/hr. | \$ 360.00           |
| 50-507-Visual Shop Verification / AWS CWI      | 36 hrs. | @ | \$ 90.00/hr. | \$ 3,240.00         |
| 50-508-Magnetic Particle Shop                  | 2 hrs.  | @ | \$ 90.00/hr. | \$ 180.00           |
| 50-512-Acoustical Testing Shop                 | 6 hrs.  | @ | \$ 90.00/hr. | \$ 540.00           |
| 50-516-Drilled Insert Installation Observation | 24 hrs. | @ | \$ 90.00/hr. | \$ 2,160.00         |
| 50-517-Bolts / Torque Operation Observations   | 8 hrs.  | @ | \$ 90.00/hr. | \$ 720.00           |
| 50-561-Cold Formed Metal Framing               | 32 hrs. | @ | \$ 90.00/hr. | \$ 2,880.00         |
| <b>Sub Total</b>                               |         |   |              | <b>\$ 15,210.00</b> |

##### Structural Precast Concrete Installation Field Welds

|                                     |         |   |              |                    |
|-------------------------------------|---------|---|--------------|--------------------|
| 50-531-Precast Visual / Field / CWI | 28 hrs. | @ | \$ 90.00/hr. | \$ 2,520.00        |
| <b>Sub Total</b>                    |         |   |              | <b>\$ 2,520.00</b> |

#### DIVISION 7 - THERMAL PROTECTION

##### Fireproofing and Firestopping

|                     |         |   |              |                    |
|---------------------|---------|---|--------------|--------------------|
| 50-545-Firestopping | 16 hrs. | @ | \$ 90.00/hr. | \$ 1,440.00        |
| <b>Sub Total</b>    |         |   |              | <b>\$ 1,440.00</b> |



Project Management/Reporting (Total for all divisions) \$ 7,600.00  
(Unit Rate: \$95.00/hr.)

Professional Engineering Review (Total for all divisions) \$ 1,000.00  
(Unit Rate: \$125.00/hr.)

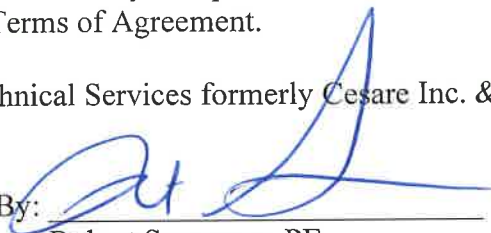
**Estimated Total** \$ 89,247.00

This quotation is strictly confidential and will be governed by the Terms of Agreement set forth on the attached pages (4).

**Authorization:**

Please return a signed copy of this proposal by email to [Robert.Scavuzzo@cmttechnicalservices.com](mailto:Robert.Scavuzzo@cmttechnicalservices.com) as our authorization to proceed. By affixing your signature to this Proposal Agreement, you attest that you have lawful authority to represent and act on behalf of the Client Entity and that you have accepted the attached Terms of Agreement.

CMT Technical Services formerly Cesare Inc. & CTC-Geotek, Inc.

Prepared By: 

Robert Scavuzzo, PE  
Senior Project Manager

Attachments: Project Scheduling  
Terms of Agreement

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Representing: \_\_\_\_\_

Invoicing email address: \_\_\_\_\_

## PROJECT SCHEDULING

**CMT requires a minimum of 24 hour notice for all testing and construction observation.** All requests for services on weekend days must be scheduled by 4:00 PM on Thursday. All scheduling must be conducted through CMT's assigned project manager or corporate office and not through field personnel unless other arrangements are made prior to CMT's rendering services. Should additional services be required outside of these scope of services, they can be provided at hourly rates stated in CMT's current fee schedule. CMT's proposal assumes a workday of 8 hours and a workweek of 40 hours. **Fees exceeding 8 hours per day or 40 hours per week and hours worked on weekends will include an Overtime Premium at a rate of 1.35 times the rates in CMT's fee schedule. Hours work on CMT paid holidays will be invoiced at 2 times the standard rate indicated. A Night Shift Premium will be invoiced at the Standard Rate plus \$5 per hour (6 PM to 6 AM)**

**If nonconforming items/conditions are observed, CMT personnel may not be able to remain onsite to witness, test, or observe corrective actions. CMT personnel will make reasonable efforts to remain onsite while corrective actions are performed. Retesting and/or reinspection due to construction deficiencies have been excluded from this cost estimate and will be invoiced as an extra service.**

Samples collected and subject to testing, if any, will be disposed of after testing is complete. Samples not subjected to testing, if any, will be disposed of thirty (30) days after submittal of the report for which samples were collected.

## TERMS OF AGREEMENT

CMT shall perform its services proposed above, subject to these terms of agreement (Agreement), in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions in the location of the project. No warranty or guarantee, either expressed or implied, is made or intended in our proposals, contracts, or reports.

The Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by CMT and that site and material conditions may vary. The data, tests, observations, interpretations, and recommendations made by CMT are, therefore, based solely on the information available and obtained by CMT. CMT will be responsible for those data, interpretations, and recommendations as indicated above, but shall not be responsible for the interpretations by others of the information developed. CMT is not responsible for knowledge of previous studies on the subject property unless they are available to CMT and their review made part of this Agreement.

In performing services under this Agreement, CMT shall be entitled to rely upon the accuracy and completeness of reports, plans, specifications, and recommendations prepared by other consultants retained by the Client and CMT shall not be held liable for actions, allegations, claims, or damages resulting from errors or omissions as a result of such reliance.

In the event the client presents a claim against CMT at law or otherwise, for any alleged error, omission or other act arising out of the performance of our professional services; and the client fails to prove such claim upon final adjudication, then the client shall pay all costs incurred by CMT in defending itself against the claim, including but not limited to personnel-related costs, attorney's fees, court costs and other claim-related expenses.

### INVOICES

Invoices will be submitted monthly and on completion of services and are payable on receipt unless other arrangements have been made. CMT reserves the right to apply an interest charge of 1.5% per month to unpaid balance commencing thirty (30) days from the date of invoice and/or cease service on any continuing project where invoices are more than sixty (60) days past due. Attorney's fees and other costs incurred in collected delinquent amounts shall be paid by Client.

### PROPOSALS

Written technical proposals and engineering/consulting fee estimates are provided on request. Technical proposals and fee estimates are valid for sixty (60) days from the date of the proposal after which it is subject to review by CMT. A revised proposal and fee estimate may be submitted.

### RIGHT-OF-ENTRY

Client will provide for right-of-entry of CMT and all necessary equipment to complete the proposed services. While CMT will take reasonable precautions to minimize damage to the project property, it is understood by Client that in the normal course of work, some damage may occur, and unless otherwise stated in CMT's scope, the correction of which is not part of this Agreement.

### UTILITIES

Client and Clients contractors shall be responsible for designating the location of all onsite utilities and subterranean structures, especially as required by law. Client agrees to indemnify and hold CMT harmless for damage to any utilities or subterranean structures (irrigation lines, telephone wires, pipes, tanks, etc.) whose locations are not marked, or not clearly marked, or not marked accurately in the field prior to CMT's arrival onsite.



**JOBSITE SAFETY**

Neither the professional activities of CMT, nor the presence of CMT or its employees, and/or subconsultants at the project site, shall relieve the Owner or Owner's representatives of its obligations, duties, and responsibilities with any health and/or safety precautions required by any regulatory agencies. CMT and its personnel have no authority to exercise any control over any other contractor, consultant, or other employees in connection with their work or any health and/or safety programs or procedures. The Client agrees that other contractors or consultants shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with other contractors or consultants.

**OWNERSHIP OF DOCUMENTS**

Unless otherwise agreed in writing, all documents and information prepared by CMT in connection with the performance of its services, including, but not limited to, CMT's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data, and other similar documents (collectively "Documents") are and shall remain the property of CMT. CMT has the right, in its sole discretion, to dispose of or retain the Documents. The Documents may be used by Client only in connection with completion of the subject project.

Upon receipt of payment in full, CMT grants to Client a non-exclusive license to use the Documents in construction, maintaining, or renovating the subject project. Client agrees not to alter the Documents, use the Documents for any other project, or distribute the Document to any third party. To the maximum extent permitted by law, Client shall defend, indemnify, and hold CMT harmless against all claims arising out of the unauthorized alteration, distribution, or reuse of CMT's Documents. Client shall not assign and/or transfer, directly or indirectly, in whole or in part, the Documents to any third party without CMT's prior review and written consent.

**INDENIFICATION**

The Client expressly agrees to indemnify and hold harmless CMT, its officers, agents, employees, successors, and assigns against any suits, claims, demands, or actions, which are brought against CMT, its officers, agents, employees, successors, and assigns for or as the result of any injuries or damages received or sustained by any person, firm, or corporation; or persons, firms, or corporations, resulting from the Client's negligent acts, errors, or omissions and those of their contractors, subcontractors, consultants, or anyone for whom the Client is legally liable, and arising from the project that is subject to this Agreement. CMT is not obligated to indemnify the Client in any manner from the Client's own negligence.

CMT's services in connection with this Agreement shall in no way subject the Consultant's individual, officers, or directors to any personal legal exposure for any services associated with this project.

**MEDIATION**

In an effort to resolve any conflicts that arise from the services of this Agreement, the Client and CMT agree that all disputes between them arising out of or relating to this Agreement shall first be submitted to non-binding mediation, unless the parties otherwise mutually agree in writing.

**INSURANCE**

CMT has coverage under public liability, property damage, and professional liability insurance policies as CMT deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon written request.

**LIMITATION OF LIABILITY**

To the maximum extent permitted by law, the Client agrees to limit CMT's total aggregate liability to Client and others for all injuries, claims, losses, and expenses (including costs, expenses, attorney fees, and interest) arising out of CMT's services to the sum of \$50,000 or CMTTS's fee for services rendered pursuant to this Agreement, whichever is less. This limitation shall apply, regardless of the nature of the claim made or the cause of action or legal theory pled or asserted.

Further, in the event of a claim, Client agrees that as its sole and exclusive remedy, any claim, demand, or suit shall be brought against CMT as a corporation only, and not against any CMT's individual employees, engineers, agents, officers, directors, or shareholders.

**ACCURAL OF CLAIMS**

The parties agree that any claim or cause of action between them, including, but not limited to claims for contribution and indemnity, shall be deemed to have accrued, and the applicable statute of limitations and repose shall commence to run no later than the date of substantial completion of CMT's services under this Agreement. Substantial completion shall be deemed to occur no later than the date CMT signs a lien release for payment, or if no lien release is required, when CMT issues its final invoice for services that CMT has completed under this Agreement.

**WAIVER OF CONSEQUENTIAL DAMAGES**

Client and CMT waive claims against each other for consequential, incidental, special, exemplary, or punitive damages arising out of CMT services. This mutual waiver includes, but is not limited to, claims for loss of use, product, rent, income, profit, financing, business, and reputation; for delay damages of any kind; for lost management and labor productivity; for lost opportunity to complete other projects; and for increased construction and financing costs. This waiver extends, without limitation, to all consequential damages due to either party's termination under this Agreement.

**TERMINATION**

Either party may terminate this Agreement for convenience and without cause upon giving the other party not less than seven (7) calendar days' written notice. In the event of termination, the Client shall, within fifteen (15) calendar days, pay CMT for all services rendered and all reimbursable costs incurred by CMT up to date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

Substantial failure by the other party to perform in accordance with the terms of this Agreement, including Client's failure to pay CMT's invoices;

Assignment of this Agreement or transfer of the project by either party to any other entity without the prior written consent of the other party;

Suspension of the project or CMT's services by the Client for more than ninety (90) calendar days, consecutive, or in the aggregate;

Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of termination that is not the fault of CMT, Client shall pay CMT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by CMT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from this termination.

**ASSIGNMENT AND TRANSFER**

Neither party may assign and/or transfer, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party.

**THIRD PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or CMT. CMT's professional service under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against CMT because of this Agreement or performance or nonperformance of services hereunder.

**NON-SOLICITATION OF EMPLOYEES**

Parties to this Agreement shall not either directly or indirectly solicit or hire the other party's employees during the term of this Agreement.

**HAZARDOUS MATERIALS**

The term "hazardous materials" means any toxic substances, chemicals, radioactivity, pollutants, or other materials, in whatever form or state, known or suspected to impair the environment or human health in any way whatsoever, including but not limited to those substances defined, designated, or listed in any federal, state, or local law, regulation, or ordinance concerning hazardous wastes, toxic substances, or pollution.

Client agrees to notify CMT about any known or suspected environmental conditions or hazardous materials that could impact the proposed scope of services. CMT agrees to notify the Client if CMT encounters any known or suspected hazardous materials. Should any known or suspected hazardous materials be discovered in the course of the performance of the services under this Agreement, such discovery shall constitute a change condition. CMT's scope of services and fee schedule will require amendment prior to proceeding or the Agreement may be terminated.

Should the discovery of any known or suspected hazardous material require CMT to take immediate measures to protect health and safety, Client agrees to compensate CMT for all costs incidental to taking such measures and for any equipment or replacement required. Client agrees to make any disclosure required by law to appropriate governmental agencies. Furthermore, Client agrees to defend, indemnify, and hold CMT harmless from any and all liability arising from discovery by anyone of any known suspected hazardous materials.

**SEVERABILITY**

Any provision of this Agreement later held to be unenforceable, void, or voidable, in litigation proceedings, shall be stricken and all remaining provisions shall continue in full force and effect.

**APPLICABLE LAW**

The law of the State of Colorado shall govern the validity of this Agreement, including its interpretation and performance.

**ENTIRE AGREEMENT**

This document shall be the entire Agreement and shall supersede any other Agreement between Client and CMT relating to the subject matter thereof. In case of a conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. Notwithstanding any provision in this Agreement, in the event CMT begins performance of the activities addressed by this Agreement, this Agreement shall be deemed to be in effect and enforceable, regardless of whether either party has signed the Agreement.





**An Employee Owned Company**

Office Locations: Denver (HQ), Colorado Springs, Fort Collins, Glenwood Springs, and Summit County, Colorado

August 23, 2023

City of Fort Lupton  
203 S. Harrison Avenue  
Fort Lupton, CO 80621

[mschuman@fortluptonco.gov](mailto:mschuman@fortluptonco.gov)

Attn: Mr. Monty Schuman

Subject: Proposal Estimate for Observation and Construction Materials Testing Services,  
Fort Lupton Recreation Center Addition, 203 S. Harrison Avenue, Fort Lupton,  
Colorado.

Proposal No. P3-23-256

Dear Mr. Schuman:

Kumar & Associates, Inc. is pleased to submit this proposal estimate to provide observation and construction materials testing services for the proposed Fort Lupton Recreation Center Addition project in Fort Lupton, Colorado. We have proposed a level of observation and testing which we feel is consistent with the nature of work and degree of documentation the owner, architect and engineer will require. If the owner, engineer or architect determines that the scope of work is inaccurate or a particular item of testing should be increased, decreased, is unnecessary, or will be provided by others, we will modify our scope of work accordingly. In general, our services will include construction observation and materials testing services for earthwork, concrete, reinforcing steel, structural steel observations, and masonry. Our technicians are cross trained in the various testing disciplines, which can result in economy if different tests can be scheduled into single site trips. Our proposed construction observation and materials testing services are estimated as follows:

**Earthwork:** A technician will be provided on a part-time as-scheduled basis to observe and test miscellaneous subgrade preparation. The field and laboratory tests will be performed in accordance with ASTM procedures. The field moisture density tests will be conducted with a nuclear moisture-density gauge:

1. Earthwork: (45 trips estimated)
    - (a) Forty Five 4-hour trips @ \$60.00/hour.....\$ 10,800.00
  2. Laboratory Testing:
    - (a) Three Standard Proctor (ASTM D 698)  
@ \$120.00/each.....\$ 360.00
    - (b) Three Gradation analyses (ASTM D 422)  
@ \$90.00/each.....\$ 270.00
    - (c) Three Atterberg Limits tests (ASTM D 4318)  
@ \$55.00/each.....\$ 165.00
- EARTHWORK SUBTOTAL      \$ 11,595.00**

**Concrete Observation and Testing:** An ACI certified concrete technician or technicians will be provided on a part-time, as-scheduled basis to observe and test fresh concrete for slump, air content, unit weight and temperature. Compressive strength test specimens will be fabricated on-site and later transferred to our laboratory, after initial curing, for determination of compressive strength:

1. Concrete Observation and Testing: (35 trips estimated)
    - (a) Thirty Five 3-hour trips @ \$60.00/hour.....\$ 6,300.00
    - (b) Forty Five sets of compressive strength test specimen  
(5 cylinders per set) @ \$20.00/cylinder.....\$ 4,500.00
- CONCRETE SUBTOTAL    \$ 10,800.00**

**Reinforcing Steel Observation:** An engineering technician will be provided to observe reinforcing steel placement. The reinforcing steel will be observed and documented for size, number, grade, placement and compliance with project specifications prior to concrete placement:

1. Reinforcing Steel Observation: (20 trips)
    - (a) Twenty 3-hour trips @ \$60.00/hour.....\$ 3,600.00
- REINFORCING STEEL SUBTOTAL    \$ 3,600.00**

**Structural Steel Observation:** Qualified technicians will be provided for the observation and documentation of structural steel framing:

1. Structural Steel Observation: (10 trips estimated)
    - (a) Ten 4-hour trips @ \$80.00/hour.....\$ 3,200.00
- STRUCTURAL STEEL SUBTOTAL    \$ 3,200.00**

**Masonry Materials Sampling and Testing:** We will provide a qualified technician on an on-call basis to sample grout and mortar for fabrication of compressive strength test specimens. In addition, we will observe the fabrication of block masonry prisms by the contractor for determination of compressive strength masonry material; will be sampled at the beginning of masonry construction:

1. Masonry Observation: (20 trips estimated)
    - (a) Twenty 4-hour trips @ \$60.00/hour.....\$ 4,800.00
  2. Laboratory Testing:
    - (a) Cast, store and test 4 sets of grout and 4 sets of mortar specimens  
(4 specimens per set) @ \$50.00/per specimen.....\$ 800.00
    - (b) Test compressive strength for 12 hollow masonry prisms  
(1 set of 3 prisms) @ \$70.00/prism.....\$ 840.00
- MASONRY SUBTOTAL    \$ 6,440.00**



**Engineering, Supervision and Clerical:** Kumar & Associates, Inc., provide geotechnical recommendations and will attend the pre-construction meeting, supervise engineering technicians, evaluate and type test results.

|                                                       |                                                       |                    |
|-------------------------------------------------------|-------------------------------------------------------|--------------------|
| 1.                                                    | Five hours Project Engineer @ \$175.00/hour.....      | \$ 875.00          |
| 2.                                                    | Fifteen hours Project Supervisor @ \$130.00/hour..... | \$ 1,950.00        |
| 3.                                                    | Twenty hours Word Processing @ \$55.00/hour.....      | \$ 1,100.00        |
| <b>Engineering, Supervision and Clerical SUBTOTAL</b> |                                                       | <b>\$ 3,925.00</b> |

### **PROPOSAL SUMMARY**

|                                       |                     |
|---------------------------------------|---------------------|
| Earthwork                             | \$ 11,595.00        |
| Concrete                              | \$ 10,800.00        |
| Reinforcing Steel                     | \$ 3,600.00         |
| Structural Steel Observation          | \$ 3,200.00         |
| Masonry                               | \$ 6,440.00         |
| Engineering, Supervision and Clerical | \$ 3,925.00         |
| <b>TOTAL</b>                          | <b>\$ 39,560.00</b> |

The actual testing and observation schedule may vary depending upon the speed and efficiency of the various contractors and weather conditions, all of which are beyond our control. Please note that efforts will be made to combine the different phases of testing required into single site visits resulting in reduced costs. The estimated fees do not include possible retesting of substandard materials or conditions. We assume such charges would be reimbursed by the contractor. Our fees will be based on our hourly and unit costs in accordance with the attached Fee Schedule and General Conditions.

If this proposal meets with your approval, please sign one copy and return it to this office. If you have any questions concerning the scope of work or estimated fees, please do not hesitate to call. We will be happy to sit down with you and amend our construction estimate based on the contractors and owner's needs or concerns regarding the observation and testing. Thank you for considering Kumar & Associates, Inc., for the construction observation and materials testing services on the Fort Lupton Recreation Center Addition project.

Sincerely,

KUMAR & ASSOCIATES, INC.

By   
Kenneth L. Mendenhall  
Construction Services Supervisor

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

By \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
Organization

**TERMS AND CONDITIONS  
(Construction Materials Testing)**

1. Invoices are due and payable upon presentation. Unpaid balance after 30 days shall be subject to a finance rate of 1.5% per month, which is an annual rate of 18.00%. Client agrees to pay interest, all the costs of collections, including attorney's fee and court costs.
2. Kumar & Associates, Inc. (K+A), services will be performed with the care and skill ordinarily exercised by the members of the geotechnical engineering profession under the same or similar circumstances, including the locality where services were rendered. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE BY THE RENDERING OF CONSULTING SERVICES.
3. **In recognition of the relative risks, rewards and benefits of the project to both the client and K+A, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, K+A's liability, and the liability of its past and present officers, and employees, to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of or relating to this agreement from any cause or causes, shall not exceed \$25,000 or K+A's fee, whichever is greater. Such causes include, but are not limited to K+A's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. The limitation of liability of this provision shall apply to any other party who may rely on K+A's work pursuant to this agreement.**
4. Inherent in our dealings with clients is the confidentiality of all work performed for any client. All reports are submitted for the exclusive use of the client for whom it is addressed. This agreement may not be assigned without the express written consent of K+A.
5. Information provided in the report is subject to the adequacy and representative character of the samples tested as indicated in the reports and the comprehensiveness of the tests and observations. Quotation from our reports or use of K+A's name is not permitted except as authorized in writing by K+A.
6. Where a Proposal or Fee Estimate is provided for construction material testing and observation services, we will rely upon the General Contractor or Owner's designated representative to schedule those services in a timely manner (at least 24-hours-notice) and within the proposed Scope of Work. This work is provided on time and material basis unless otherwise agreed to in writing.
7. This agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the termination party. If this agreement is terminated during the performance of services, K+A shall be paid for the total amount of any work, which has been completed, and shall be paid for work in progress on the basis of K+A's reasonable estimate of the portion completed prior to termination. Such payment shall constitute total payment for services rendered. Applicable clauses shall survive the termination of the contract.
8. For geotechnical studies and observations and materials testing, K+A assumes there are no hazardous materials on the project site, unless otherwise informed. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. K+A and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. K+A and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for K+A to take immediate measures to protect health and safety, which shall entitle K+A to additional compensation by the client. Client also recognizes there is a risk that sampling through an unknown contaminated zone may result in spread of contamination and in turn spreading hazardous materials off-site. Client recognizes nothing can be done to prevent such an occurrence because such sampling is a necessary aspect of the work, which K+A will perform for Client's benefit. Client waives all claims against K+A and further agrees to defend, indemnify and save K+A harmless from any claim, liability for injury or loss of any type arising from K+A's discovery of unanticipated hazardous materials on site.
9. Any claims or disputes made during design, construction or post-construction between the Client and K+A shall be submitted to non-binding mediation for a period of 30 days. If the disputes are not resolved in 30 days, the matter may be submitted to arbitration or litigated in the court of law, as solely determined by K+A.
10. The Client, shall, to the fullest extent permitted by law, indemnify and hold harmless K+A's officers, directors, owners, employees, agents and subconsultant's from and against all damage, liability and cost, including reasonable attorney's fees and defense costs arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, except only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of K+A.
11. Client agrees that its sole remedy for negligence, breach of contract or any other claim arising out of or relating to this agreement and/or the project shall be against K+A as a corporation and not against any individuals, past or present employees, officers, representatives, shareholders or owners of K+A.
12. Services include observation and testing of soils and materials only. K+A does not assume any responsibility for work by others and shall not be responsible for actions of the Contractor.
13. Sampling and testing are performed in accordance with applicable standard test methods except when otherwise noted. All samples will be discarded upon completion of the test. Upon written request by the Client, samples will be returned and/or stored at an agreeable charge. Concrete cylinders cast and cured on a "hold" basis will be charged, regardless of whether they are tested.
14. Time spent in portal-to-portal travel in the interest of the job will be charged at the appropriate hourly rate.
15. Laboratory services are considered expedited when new testing is assigned a higher priority than other testing programs in progress.
16. Rates are subject to change **30 days** from proposal date.
17. A fuel surcharge may be added to each invoice, as outlined in the attached proposal. This is being done to help offset the recent increase in fuel prices and will allow us to keep our hourly unit rates competitive.

\*\*\*\*\*  
REQUEST NO.  
FTL2023-  
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|                                              |                     |
|----------------------------------------------|---------------------|
| Testing Services Soils/Materials             | \$ <u>11,595.00</u> |
| Reinforce Steel observation                  | \$ <u>3,600.00</u>  |
| Concrete testing                             | \$ <u>10,800.00</u> |
| Masonry inspections and materials testing    | \$ <u>6,440.00</u>  |
| Structural steel shop fabrication inspection | \$ <u>960.00</u>    |
| Field welding and bolt observation           | \$ <u>2,240.00</u>  |
| GRAND TOTAL                                  | \$ <u>38,600.00</u> |

(Including Engineering and Project Supervisor time of 3,925.00)

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

FIRM Kumar and Associates BY Ken Mendenhall

BUSINESS ADDRESS 800 Stockton Ave., Unit 4 TITLE Project Supervisor

CITY, STATE, ZIP CODE Fort Collins, CO, 80524 DATE 8/23/23

TELEPHONE NO. 303-742-9700 FAX NO. \_\_\_\_\_ TAXPAYER I.D.# We will provide this information upon given NTP if selected

DOES YOUR BID MEET OUR SPECIFICATIONS? YES X NO \_\_\_\_\_

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

INVITATION TO BID



## PROPOSAL FOR PROFESSIONAL SERVICES

August 23, 2023

City of Fort Lupton  
Attn: Monty Schuman  
203 South Harrison Avenue  
Fort Lupton, CO 80621

Re: **Letter Agreement for Professional Services  
Special Inspections and Construction Materials Testing**  
Fort Lupton Recreation Center Addition (the "Project")  
203 S Harrison Ave., Fort Lupton, Colorado

Dear Mr. Schuman:

It is our understanding that City of Fort Lupton ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Proposal for Professional Services and any exhibits attached hereto (all documents constitute and are referred to herein as the "Proposal") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project. Based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed any exhibits attached hereto, which are expressly made a part of and incorporated into the Proposal by reference.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: **Special Inspections, Construction Materials Engineering and Testing as more specifically described in "Scope of Services" attached hereto.** Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide the described services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

### SCOPE OF SERVICES

**Earthwork Observation** – Samples of materials proposed for use as structural fill will be obtained for laboratory testing. The general contractor should contact Olsson to obtain samples of these materials at least 72 hours prior to placement of the material on the project. Laboratory tests, including standard Proctors, Sieve Analysis, and Atterberg

Limits tests, will be performed to classify and determine physical properties of the materials. Olsson will observe and perform field testing on the structural fill placed within the footprints of the proposed buildings, site pavements, and within the alignment of the utility trenches in the parking lots and drive lanes.

**Concrete Observation** - Olsson's field technician will observe placement of reinforcing steel and concrete in the footings, stem walls, on-grade floor slabs, and on-deck floor slabs for the proposed buildings and in the curb and gutter, sidewalk and pavements. Field tests, including slump, unit weight, air entrainment and temperature, will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used for compressive strength testing.

**Structural Steel Observation** – Olsson will provide a steel technician during erection of the structural steel and decking, for the proposed buildings. Field bolted and welded connections will be observed. Olsson's steel technician will request welding procedures and welder qualification test records for AWS D1.1 and D1.3 be provided to us and approved by the project structural engineer, if necessary, prior to welding being performed. Olsson will provide inspections at the fabrication shop as requested by the Client. Olsson has also included Ultrasonic Testing for CJP joints during the erection of the building. Olsson has assumed and included one trip to the steel fabrication facility, assuming the steel is fabricated in Denver, CO, for shop welded connections and non-destructive testing, as necessary.

**Masonry Observation** – Placement of the reinforcing steel and grout in the masonry walls for the walls will be observed on a continuous basis while reinforced cells in the masonry walls are being filled with grout. Field tests and compressive strength test specimens (grout and prisms) will be obtained from the materials used in the construction of the masonry walls and tested in the laboratory.

**Reporting** - Olsson's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Field reports will be reviewed by our project manager and uploaded to Olsson's Report Portal on a weekly basis. Olsson will provide the Client and its' project team with access to the Report Portal prior to construction. Olsson is not responsible for the Client's means or methods and does not have the obligation or authority to stop Client's work. Olsson's responsibility as special inspector is to report our field observations and test results to the Client as provided herein.

## **COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses for an estimated fee of **Thirty Thousand Nine Hundred Fifty-Four Dollars (\$34,954)** in general accordance with Table 1 below. Olsson's services will be completed on a time and materials, unit rate basis. Effort with regards to the need for reobservation, retesting or overtime are not included in our cost estimate and would be billed at similar hourly rates. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

| <b>Table 1: Fee Estimate</b>        | <b>Units</b> | <b>Unit Rate</b> | <b>Fee(s)</b>       |
|-------------------------------------|--------------|------------------|---------------------|
| <b>Earthwork Observation</b>        |              |                  |                     |
| Assistant Technician                | 68           | \$ 76.00         | \$ 5,168.00         |
| Standard Proctor                    | 3            | \$ 160.00        | \$ 480.00           |
| Atterberg Limits Tests              | 3            | \$ 95.00         | \$ 285.00           |
| Sieve Analysis                      | 3            | \$ 100.00        | \$ 300.00           |
| <b>Subtotal:</b>                    |              |                  | <b>\$ 6,233.00</b>  |
| <b>Concrete Observation</b>         |              |                  |                     |
| Assistant Technician                | 107          | \$ 76.00         | \$ 8,132.00         |
| Compr. Strength of Concrete         | 190          | \$ 18.00         | \$ 3,420.00         |
| <b>Subtotal:</b>                    |              |                  | <b>\$ 11,552.00</b> |
| <b>Masonry Observation</b>          |              |                  |                     |
| Associate Technician                | 12           | \$ 86.00         | \$ 1,032.00         |
| Compr. Strength of Grout            | 3            | \$ 40.00         | \$ 120.00           |
| Compr Strength of Block Prism       | 3            | \$ 165.00        | \$ 495.00           |
| <b>Subtotal:</b>                    |              |                  | <b>\$ 1,647.00</b>  |
| <b>Structural Steel Observation</b> |              |                  |                     |
| NDT Associate Technician            | 45           | \$ 115.00        | \$ 5,175.00         |
| Ultrasonic Testing Machine          | 4            | \$ 150.00        | \$ 600.00           |
| <b>Subtotal:</b>                    |              |                  | <b>\$ 5,775.00</b>  |
| <b>Project Management</b>           |              |                  |                     |
| Team Leader                         | 3            | \$ 240.00        | \$ 720.00           |
| CMT Field Manager                   | 34           | \$ 110.00        | \$ 3,740.00         |
| Administrative Team Coordinator     | 5            | \$ 81.00         | \$ 405.00           |
| Trip Charge                         | 77           | \$ 41.00         | \$ 3,157.00         |
| Testing Equipment                   | 69           | \$ 25.00         | \$ 1,725.00         |
| <b>Subtotal:</b>                    |              |                  | <b>\$ 9,747.00</b>  |
| <b>Fee Estimate*:</b>               |              |                  | <b>\$ 34,954.00</b> |

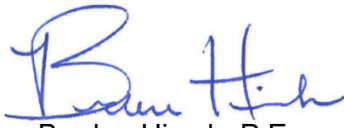
*\*The fee above assumes no standby time or overtime. Overtime includes all time on Saturdays, Sundays, Holidays, and in excess of 8-hours per day. Overtime rates will be 1.5 times the regular rate indicated for labor. Standby time for delayed or cancelled services will be billed at the regular rate indicated above.*

## TERMS AND CONDITIONS OF SERVICE

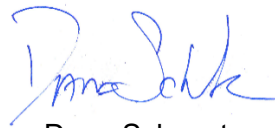
We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Proposal represents the entire understanding between Client and Olsson with respect to the Project. The Proposal may only be modified in writing signed by both parties.

Olsson will prepare a professional services agreement for these services if this Proposal is selected. The intent of this proposal is to provide an estimated fee for the referenced project. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing. If you have any questions regarding the information presented in this Proposal, please don't hesitate to contact us at 303.237.2072 or [bhirsch@olsson.com](mailto:bhirsch@olsson.com).  
Respectfully submitted,

**Olsson, Inc.**



Braden Hirsch, P.E.  
Team Leader



Dana Schwartz  
CMT Manager

Testing Required:

Soils/Materials and Compaction- Construction observation and compaction testing for foundation subgrade, slab subgrade, foundation wall and screen wall backfill, and utility trench backfill.

Reinforcing Steel Observation- Reinforcing steel placements for foundation footings, walls, slab on grade and slab on deck concrete.

Concrete testing- Concrete tests are required for each 100 cubic yards or fraction thereof placed each day with one set of 4 cylinders cast for each test. In addition, field test for slump and air content for each truck.

Masonry Testing-Special inspections for structural masonry construction. Sampling and testing of masonry prism, mortar, and grout at the start of masonry work for each 5000 square feet of wall area.

Structural Steel shop Fabrication Inspections- Project specification require shop fabrication inspection.

Field welding and Bolt Observations- Field and bolted connections inspections and testing in accordance with project specifications.



\*\*\*\*\*  
REQUEST NO.  
FTL2023-  
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**CITY COUNCIL OF FORT LUPTON, STATE OF COLORADO,  
BY AND THROUGH ITS FINANCE DIRECTOR**

DATE: Aug. 4, 2023

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

**I. NOTICE TO BIDDERS**

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

**To Provide for construction and materials Testing services for the City of Fort Lupton for the building of a 15000 square foot addition to the Recreation Center.**

- B. A pre-bid meeting will be held on **Aug 11, 2023 at 10:00 A.M.** at the Recreation Center located at 203 South Harrison Ave, Fort Lupton, CO 80621
- C. Questions may be submitted by email to [mschuman@fortluptonco.gov](mailto:mschuman@fortluptonco.gov) or [jseedorf@fortluptonco.gov](mailto:jseedorf@fortluptonco.gov) by **Aug. 15, 2023 at 5:00 P.M.** Answers by 5:00 P.M. Aug. 17, 2022.
- D. Sealed or faxed bids the above stated merchandise, equipment, and/or services will be received at the office of the City of Fort Lupton Finance Director, 130 South McKinley Avenue, Fort Lupton, Colorado, 80621 until: **Aug. 23, 2022 @ 10:00 a.m.**
- E. City Council will address this acquisition on **Sept .13, 2023.**

**II. INVITATION TO BID**

- A. The City of Fort Lupton of the County of Weld, State of Colorado, by and through its Finance Director, requests bids for the purchase of the above-listed merchandise, equipment, and/or services.
- B. Said product shall be for the benefit of **CITY OF FORT LUPTON, 130 S. McKinley Ave., FORT LUPTON, COLORADO 80621.**
- C. Bids shall include all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, be the total net price, which the bidder will expect the City of Fort Lupton to pay if awarded the bid.
- D. All bids must be sealed in envelopes that have the bid number and title of the bid typed or printed in plain sight. One original and two copies of the Bid must be submitted at the time of the bid opening. One complete bid document, which will be the only official copy of the bid, shall be filed at the finance department. After certification of the bid, by finance, the other copies will be sent to the applicable department(s) for review. Bids may be faxed to 303-857-6090 attention finance or emailed to [Bids@FortLuptonCO.gov](mailto:Bids@FortLuptonCO.gov); and the vendor must include the following statement on the facsimile or email, **"I hereby waive my right to a sealed bid"**.



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III. INSTRUCTIONS TO BIDDERS

- A. Bids shall be typewritten or written in ink. Each bid must give the full business address of bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other title without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Finance Director, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished. The person signing the bid shall initial all corrections or erasures. All bidders shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in.
- B. Bids may be withdrawn upon written request to the Finance Director received from bidders prior to the time fixed for opening. Negligence on the part of bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- C. Bidders are expected to examine the conditions, specifications, and all instructions contained herein. Failure to do so will be at the bidder's risk.
- D. Bidders shall not stipulate in their proposals any conditions not contained in the instructions and specifications herein unless specifically requested by the special instructions attached hereto. Any proposal which fails to comply with the letter of the instructions and specifications herein may be rejected.
- E. Late or unsigned bids may not be accepted or considered. It is the responsibility of the bidder to ensure that the bid arrives in the City of Fort Lupton Finance Department on or prior to the time indicated in Section I., entitled "Notice to Bidders."
- F. When approximate quantities, are stated the City of Fort Lupton reserves the right to increase or decrease quantity as best fits its needs.
- G. Whenever requested, samples or descriptive matter shall be filed prior to the opening of bids.
- H. Any item supplied to the City of Fort Lupton shall be new and of the manufacturer's current model unless otherwise specified.
- I. All discounts shall be figured from the date of delivery and acceptance of the articles, or in the case of an incorrect invoice, from the date of receipt of corrected invoice, if this is subsequent to delivery and acceptance.
- J. Substitutions or modifications to any of the terms, conditions, or specifications of this bid package, which are made by the City of Fort Lupton, after the bids have been distributed to prospective bidders, and prior to the date and time of bid opening, will be made in writing and signed by Finance Director. No employee of the City of Fort Lupton is authorized in any way to modify any of the terms, conditions, or specifications of this bid without written approval of said



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

- K. The successful bidder shall indemnify and hold harmless the City of Fort Lupton, against all claims for royalties, for patents or suit for infringement thereon, which may be involved in the manufacture or use of the material to be furnished.
- L. All goods shall remain the property of the seller until delivered to and accepted by the City of Fort Lupton.
- M. Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Finance Director for the premature opening of a bid not properly addressed and identified.
- N. In submitting the bid, the bidder agrees that the acceptance of any and all bids by the Council of the City of Fort Lupton within a reasonable time or period constitutes a contract. The Fort Lupton City Council, reserves the right to reject any and all bids, to waive any informalities in bids, and to accept the bid that, in the opinion of the Council, is to the best interests of the Council and of the City of Fort Lupton.
- O. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Finance Director. It is understood that it is necessary for all invoices to be made out to the City of Fort Lupton, not to the Department securing the merchandise. All invoices should be sent to: Fort Lupton Finance Department, 130 South McKinley Avenue, Fort Lupton, CO 80621.
- P. These instructions, the proposal forms, and specifications have been developed with the hope of raising the standard of purchasing negotiations to a level wherein all transactions will be mutually satisfactory. Your cooperation is invited.

V. DEFINITIONS

- A. "Standard": When the word "standard" is used in the specification to describe an item of equipment or in assembly, it shall be construed to mean that item or assembly so described shall be the latest regular product of the manufacturer thereof, identified by a model or other designation, without the modification or omission of any of its usual parts or the substitution of others therefore, except as hereafter specified, details, capacities and ratings, conforming in every respect to the said manufacturer's catalog or other printed matter describing the item or assembly. Standard subassemblies, accessories, fittings, and finishes shall be construed to be those, which are regularly furnished as part of the principle unit or assembly and included, in the selling price thereof.
- B. "Reputable Manufacturer": A manufacturer who has been engaged in the business of fabricating the equipment specified for a reasonable period of time prior to the date set for opening of bids and who can demonstrate to the satisfaction of the City of Fort Lupton that said manufacturer has successfully installed equipment of the type proposed to be furnished in at least three (3) instances and the performance of such equipment has been satisfactory. Manufacturers having been engaged in the business of manufacturing said equipment for a period of one (1) year prior to the date affixed for opening bids shall, prima facie, be deemed to have been engaged in such business a reasonable length of time.



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

V. GENERAL SPECIFICATIONS, CONDITIONS AND INFORMATION

In 2004, Fort Lupton City opened the doors to a 48,000-foot Recreation /Community Center. The original plan of the facility was to add two additional spaces. A gymnasium and an additional pool area were part of the original plan, but were not able to be completed because funding was limited at the time. We are completing the original designed build approx. 15000sqft.

If authorized, this work must begin immediately.

To achieve this goal, the City of Fort Lupton is soliciting Requisitions for Bids (RFB from testing firms and a statement of cost).

A. Contract Deliverables

The chosen firm shall provide testing as follows:

- i. Soils/Materials
- ii. Reinforce Steel observation
- iii. Concrete testing
- iv. Masonry inspections and materials testing
- v. Structural steel shop fabrication inspection
- vi. Field welding and bolt observation

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

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

- C. Warranty: The successful bidder shall warrant that:

1. The goods to be supplied pursuant to this bid are fit and sufficient for the purpose intended;
2. The goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship; and
3. The goods sold to the City of Fort Lupton pursuant to this bid conform to the minimum City specifications as established herein.



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

- D. Service Calls in the First One Year Period: The successful bidder shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by the City of Fort Lupton, pursuant to this bid for as many service calls as are necessary for the first one (1) year period after said goods are first supplied to the City of Fort Lupton.
- E. The bidder acknowledges that all contracts are subject to approval by the Fort Lupton City Council. Bidder should not incur any costs prior to receipt of a signed contract approved by the City of Fort Lupton and a fully executed Notice to Proceed. Any costs incurred by bidder prior to receipt of an approved contract and fully executed Notice to Proceed are the sole responsibility of the applicable bidder. Any costs incurred by a bidder in preparation of its bid are the sole responsibility of the applicable bidder.
- F. General Information: Bidder shall submit with their bids the following information pertaining to the equipment upon which the bids are submitted:
  - 1. Detailed equipment specifications to include the warranty.
  - 2. Descriptive literature.

Mr. Monty Schuman  
Recreation Director  
203 South Harrison Avenue  
Fort Lupton, Colorado 80621

Julie Seedorf-Holm  
Assistant Director  
203 South Harrison Avenue  
Fort Lupton, Colorado 80621

The undersigned having become familiar with the specifications for Recreation Center build out and deliver to the City of Fort Lupton as set forth in the following schedule:

\*\*\*\*\*  
REQUEST NO.  
FTL2023-  
\*\*\*\*\*



---

|                                              |         |
|----------------------------------------------|---------|
| Testing Services Soils/Materials             | \$_____ |
| Reinforce Steel observation                  | \$_____ |
| Concrete testing                             | \$_____ |
| Masonry inspections and materials testing    | \$_____ |
| Structural steel shop fabrication inspection | \$_____ |
| Field welding and bolt observation           | \$_____ |
| GRAND TOTAL                                  | \$_____ |

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

FIRM\_\_\_\_\_ BY\_\_\_\_\_

BUSINESS ADDRESS\_\_\_\_\_ TITLE\_\_\_\_\_

CITY, STATE, ZIP CODE\_\_\_\_\_ DATE\_\_\_\_\_

TELEPHONE NO.\_\_\_\_\_ FAX NO. \_\_\_\_\_ TAXPAYER I.D.# \_\_\_\_\_

DOES YOUR BID MEET OUR SPECIFICATIONS? YES\_\_\_ NO\_\_\_

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

INVITATION TO BID



**SUBJECT FOR DISCUSSION**

Approving a Resolution Appointing Alice Garboczi as a Professional Member of the Historic Preservation Board for a Three-year Term to Expire September 5, 2026

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

The Historic Preservation Board has a vacancy for a new member for a three-year term. Alice Garboczi is a resident of the City of Fort Lupton and has submitted an application to serve as a member of the Board. The appointment of Ms. Garboczi will ensure the Historic Preservation Board is able to maintain a quorum.

**FINANCIAL CONSIDERATIONS**

None.

**LEGAL/POLITICAL CONSIDERATIONS**

None.

**ALTERNATIVES/OPTIONS**

- 1) Approve the Resolution appointing Alice Garboczi.
- 2) Do not Approve the Resolution appointing Alice Garboczi.

**STAFF RECOMMENDATIONS**

Staff recommends approval of Alice Garboczi's appointment to the Historic Preservation Board for a term to expire on September 5, 2026.

**Attachments:**    a. Proposed Resolution

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**RESOLUTION 2023Rxxx**

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE APPOINTMENT OF ALICE GARBOCZI AS A MEMBER OF THE HISTORIC PRESERVATION BOARD FOR A TERM ENDING ON SEPTEMBER 5, 2026**

**WHEREAS**, Alice Garboczi has expressed an interest to serve on the Historic Preservation Board; and

**WHEREAS**, the City Council appoints members to the Board pursuant to Fort Lupton Municipal Code Section 2-223, and

**WHEREAS**, the Historic Preservation Board recommends Alice Garboczi serve on the Board.

**NOW THEREFORE BE IT RESOLVED** that the Fort Lupton City Council appoints Alice Garboczi for a term expiring on September 5, 2026 to the Historic Preservation Board.

**APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 5<sup>th</sup> DAY OF SEPTEMBER 2023.**

City of Fort Lupton, Colorado

\_\_\_\_\_  
Zo Hubbard, Mayor

Attest:

\_\_\_\_\_  
Maricela Peña, City Clerk

Approved as to form:

\_\_\_\_\_  
Andy Ausmus, City Attorney





**SUBJECT FOR DISCUSSION**

Approve Proposal from United Power, Inc. for Underground Conversion of Power Lines Along Harrison Avenue from 9<sup>th</sup> Street South to 4<sup>th</sup> Street, Paid Through the Undergrounding Fund at a Cost of \$107,441.00.

**SUMMARY STATEMENT/BACKGROUND DISCUSSION**

United Power has completed the design and cost estimate to convert the overhead power lines along Harrison Ave, serving the street lights from 9<sup>th</sup> St to 4<sup>th</sup> St, to underground and replacing the telephone pole/mast arm lights with LED fixture and new poles.

Once approval is given to United Power, turn-around will be 16-20 weeks. Anticipated project should occur late 2023. This project will save the City \$483.70 per year (2 lights removed + 5 lights to LED)

**FINANCIAL CONSIDERATIONS**

Current balance in the City's undergrounding fund with United Power is currently about \$1,209,548.00

**LEGAL/POLITICAL CONSIDERATIONS**

Not Applicable

**ALTERNATIVES/OPTIONS**

- Approve the proposal
- Do not approve the proposal

**STAFF RECOMMENDATIONS**

Staff recommends approving the proposal from United Power, Inc. for \$761,296.47 to be paid from the undergrounding fund.

**Attachments:**

- a. United Power proposal
- b. Use of Undergrounding Funds authorization letter
- c. 250 sb light fixture

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

July 17, 2023

City of Ft Lupton  
130 South McKinley Ave  
Ft Lupton, CO 80621

Re: WO#202306025

Dear Monroe Peck:

United Power (United) has completed the design and cost estimate to relocate streetlights behind sidewalk for City of Ft Lupton, located at Harrison Ave & 4<sup>th</sup> St. (See attached design.)

The estimated cost to relocate the streetlights is \$107,441.00. That cost includes the labor, material, administrative and general expense required to install the electric service as designed. The estimate is valid for ninety (90) days, per Tariff E-004, on file with the Colorado Public Utilities Commission or available upon request.

**The enclosed \$107,441.00 invoice includes the following items:**

|                                         |                   |
|-----------------------------------------|-------------------|
| <b>Estimated Construction Cost</b>      | <b>\$ 107,441</b> |
| <b>Net Construction Deposit Invoice</b> | <b>\$ 107,441</b> |

In accordance with United's Tariff E-007, on file with the Colorado Public Utilities Commission or available upon request, United will analyze the final cost and compare it to the estimate when the work order is closed. If the actual cost is less than originally estimated, United shall refund the difference to the Applicant. If the actual cost to United proves to have been greater than the construction deposit, Applicant shall pay the difference to United within thirty (30) days following written notice of such excess amount.

Please complete the enclosed private utilities form (excluding subdivision developments and overhead projects), indicating any private utilities in the project area. You may return the signed and completed form and your payment in the envelope provided. Payment in full is required prior to construction. **Subdivision developers must return the signed final design for the underground distribution and the streetlight design, if applicable.**

**Payment of the invoice implies agreement with the terms stated below:**

- Applicant grants to United the right to enter the location listed above to construct, operate and maintain the electric distribution facilities, together with full right of ingress and egress.
- Applicant shall perform all right-of-way clearing required for the construction of the facilities described above with United's specifications.
- United shall perform all trenching and backfilling, including any rock removal and backhoe work, in accordance with United's specifications, except street crossing.
- The Applicant shall establish and stake all easements of rights-of-way on land owned by the Applicant for installation of United's facilities. The Applicant shall assume all responsibility for proper location thereof and shall reimburse United for any expense due to subsequent changes and for any damage claims against United, including full reimbursement for damages established and expenses incurred in regard thereto, plus reasonable attorney's fees and court costs.
- United shall install the facilities described herein in accordance with good engineering practice after the Applicant has established said right-of-way, cut easements to final grade, and prior to the paving of any streets and the construction of any curbs and gutters. The Applicant shall reimburse United for any expense due to subsequent changes by the Applicant.
- The Applicant shall be responsible for coordinating all construction activities within the project, including, but not limited to, the installation of telephone, gas, and cable TV. The installation crew must be on site the day United digs the trench. United will not leave the trench open overnight and will close it at the end of each working day. The Applicant shall reimburse United for any expenses incurred by United to repair damages to its facilities caused by the Applicant or other parties during the construction period
- Applicant will be responsible for accurately locating and visibly marking all private underground utilities, (including but not limited to water, telephone, sewer, septic, cable TV, fiber, and gas) prior to the construction of any facilities by United. Any damages to unmarked underground utilities by United or United's contractors will be at the Applicant's expense and responsibility to repair.
- Applicant shall be responsible for all service laterals in residential subdivision and underground commercial/industrial services. See approved service lateral contractor list on our web site at [www.unitedpower.com](http://www.unitedpower.com) under the New Construction tab and click on the hyperlink for Metering/Laterals/Inspections, or call the construction hotline at 303-637-1323.
- Electric service will be provided to Applicant at United's applicable rates and upon the terms and conditions now in effect or at the rates and upon such terms and conditions as may hereafter be lawfully adopted by United for such service.
- United reserves the right to revise said estimate and to require an increase in the non-refundable construction deposit from the Applicant to cover unexpected costs to install its facilities. Such costs will be described on a **change order** and billed per incident according to the time, equipment, and materials used. If the Applicant requires construction of the facilities when the ground is frozen or at a time when inclement weather will result in construction costs greater than the cost originally estimated, the applicant shall advance the estimated additional cost to United, as a contribution in aid of construction, prior to the construction of the facilities.
- United will be responsible for locating all public utilities through Colorado 811.
- Applicant may terminate this project at any time prior to or during the actual construction of electric facilities. In such an event, a portion or all of the consideration paid by the Applicant in advance to United hereunder shall be used to reimburse and pay United for

all expenses or liabilities which may theretofore have been incurred by United for engineering, for materials, and equipment purchased or ordered, prior to the date of termination; with the balance of the construction deposit, if any, to be refunded to the Applicant.

Thank you for the opportunity to provide this service. If you have questions, please call me at 970-685-9617.

Sincerely,

*Martie Lamb*

Martie Lamb  
Project Coordinator

ML:ms

Enclosures



500 Cooperative Way  
Brighton, CO 80603  
303.659.0551

*Invoice*

| Account    | Order      |
|------------|------------|
| 16603      | 608463     |
| Order Date | Order Type |
| 7/17/23    | Standard   |

| Terms                                                                                 |
|---------------------------------------------------------------------------------------|
| Construction will be scheduled after payment and all required documents are received. |

CITY OF FT LUPTON  
ATTN: ACCOUNTS PAYABLE  
130 SOUTH MCKINLEY AVE  
FORT LUPTON, CO 80621

**Map/Sec:** 4605  
**Contact:** MONROE PECK  
**District Rep:** RPC

**Description** WO# 202306025 ESTIMATED COST OF CONSTRUCTION TO RELOCATE STREETLIGHTS BEHIND SIDEWALK, LOCATED AT HARRISON AVE & 4TH ST.

THIS INVOICE IS VALID FOR 90 DAYS. UNITED POWER WILL NOT ACCEPT ANY CHECK WITH LIEN WAIVER LANGUAGE.

| CATALOG ITEM | DESCRIPTION                                                      | QUANTITY | UOM | UNIT PRICE   | AMOUNT     | TAX |
|--------------|------------------------------------------------------------------|----------|-----|--------------|------------|-----|
| 1418194      | NON REFUNDABLE CONST COST<br>(ESTIMATED MATERIAL AND LABOR COST) | 1.000    | EA  | 107,441.0000 | 107,441.00 |     |

**TOTAL ORDER AMOUNT:** \$ 107,441.00

## Private Facilities Locate Form



CUSTOMER NAME: City of Ft Lupton WORK ORDER: 202306025  
PHONE/CELL NUMBER: \_\_\_\_\_ LOCATE DATE: \_\_\_\_\_  
SERVICE ADDRESS: Harrison Ave & 4th St  
OTHER CONTACT INFO: \_\_\_\_\_

| PRIVATE FACILITIES:                                | YES                      | NO                       | MARKED                   | SKETCHED                 |
|----------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| TRAFFIC SIGNAL WIRE                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| WATER                                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SEWER/SEPTIC/LEACH                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| IRRIGATION/BURIED PIPE                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PROPANE/GAS/OIL/PETROLEUM                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SPRINKLER/CONTROL WIRE                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PRIVATE COMMUNICATION LINES<br>(Phone/Alarm, etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| FIBER OPTIC                                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PRIVATE ELECTRIC                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| OTHER                                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

### DESCRIPTION:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This form is to inform United Power of any utilities installed by 'private parties' that Colorado 811 (UNCC) will not notify for locates either as a tier 1 or tier 2. United Power will **NOT** be responsible for any damage to private facilities which are not clearly marked in the field or with a sketch of location, including footages and depth, prior to the start of construction.

**A SIGNED FORM RETURNED WITH NO CHECKMARKS OR SKETCH,  
IS CONSIDERED NOTICE THAT THE SITE IS ALL CLEAR.**

I acknowledge receipt of this document and notification:

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

United Power Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## Private Facilities Locate Form



United Power will provide notification of the scheduled locate date at the contact number provided. If there is no answer, a message will be left at the contact number provided. The land/private facility owner is responsible to mark the location of all facilities AND provide a sketch to United Power by the locate date or before.

**CONSTRUCTION WILL NOT BEGIN UNTIL A SIGNED FORM IS RECEIVED.**

| <b>COMMUNICATION:</b> | <b>YES</b>               | <b>NO</b>                | Date: _____ |
|-----------------------|--------------------------|--------------------------|-------------|
| CUSTOMER NOTIFIED     | <input type="checkbox"/> | <input type="checkbox"/> |             |
| VOICE MESSAGE         | <input type="checkbox"/> | <input type="checkbox"/> |             |





Your Touchstone Energy® Cooperative

Proj Coord: **Martie Lamb**

PC Cell: **970-685-9617**

Designed By: **Brent Bergstedt**

Designer Cell: **720-280-8946**

Design Comp Date: **7/7/2023**

Revised By:

Date:

ROW Agent: **Zayda Vargas**

Const. Coord:

CC Cell:

Sub/Circuit/Phase: **19-1** **B**

Right of Way (All): ☒

Spec. Equipment: ☐

Primary/CT Metering: ☐

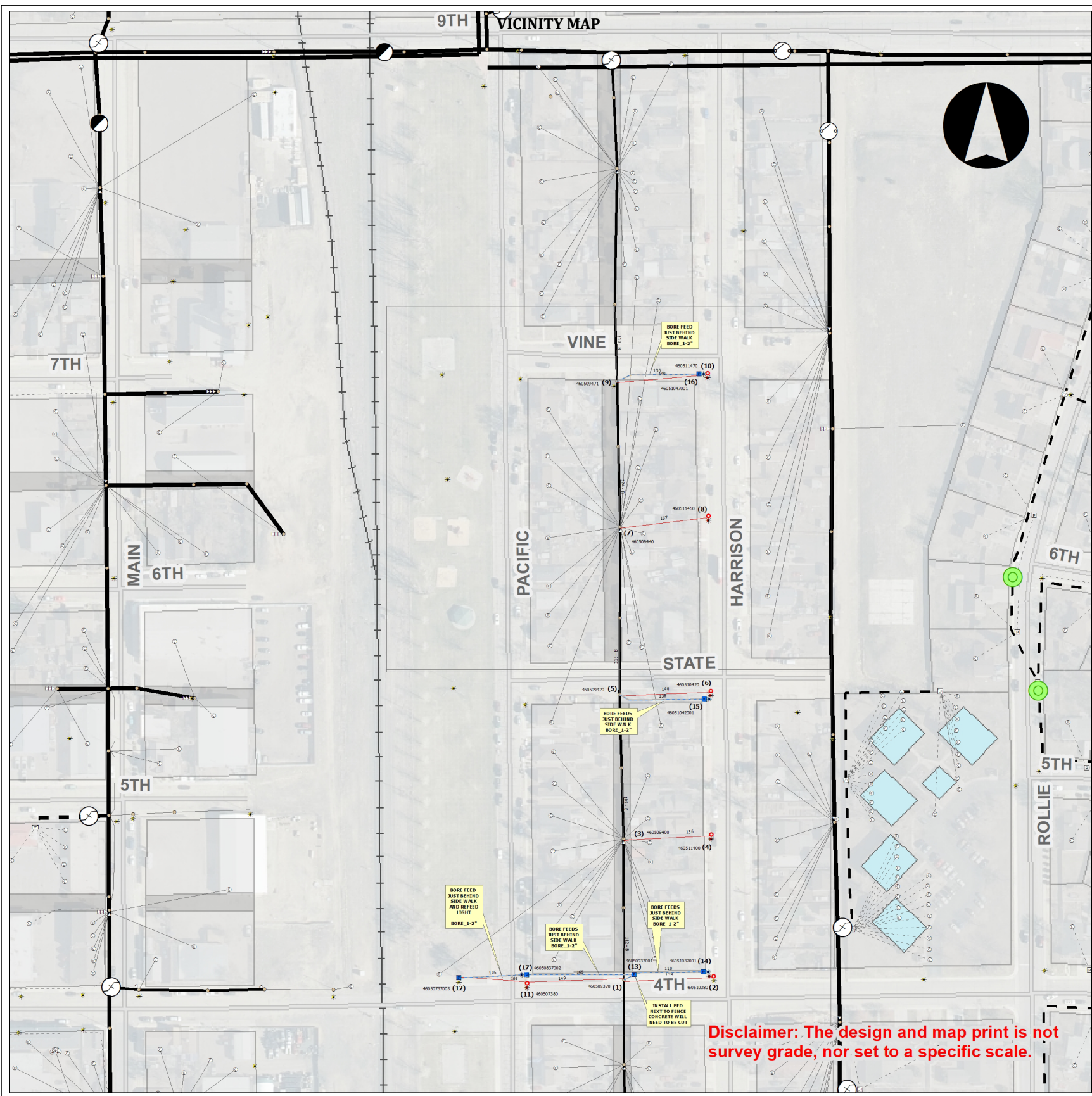
Locates Req'd: ☐

Work Order: **202306025**

Service Order: **2023029162**

Project Name: **CITY OF FT LUPTON/HARRISON AVE RECONSTRUCT**

Description: **RELOCATING STREETLIGHTS**



Equipment Loc: **460511470**

Service Loc: **4605**

Contact Ph: **303-857-6694**

Svc Address: **HARRISON AVE & 4TH S**

City: **FORT LUPTON**

County:

Sec/Twn/Rng: **5** **1N** **66W**

| Conductor Summary |        |           |      |         |           |       |
|-------------------|--------|-----------|------|---------|-----------|-------|
| Conductor Size    | Status | Placement | Type | # Wires | Span (Ft) | Total |
|                   |        |           |      |         |           |       |

| Bore/Trench Summary |  |  |  |  |  |  |
|---------------------|--|--|--|--|--|--|
|                     |  |  |  |  |  |  |
|                     |  |  |  |  |  |  |

| COMMENTS |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|
|          |  |  |  |  |  |  |
|          |  |  |  |  |  |  |

Inspection By:

Date:

Construction By:

Date:

Reviewed/Approved By:

Date:



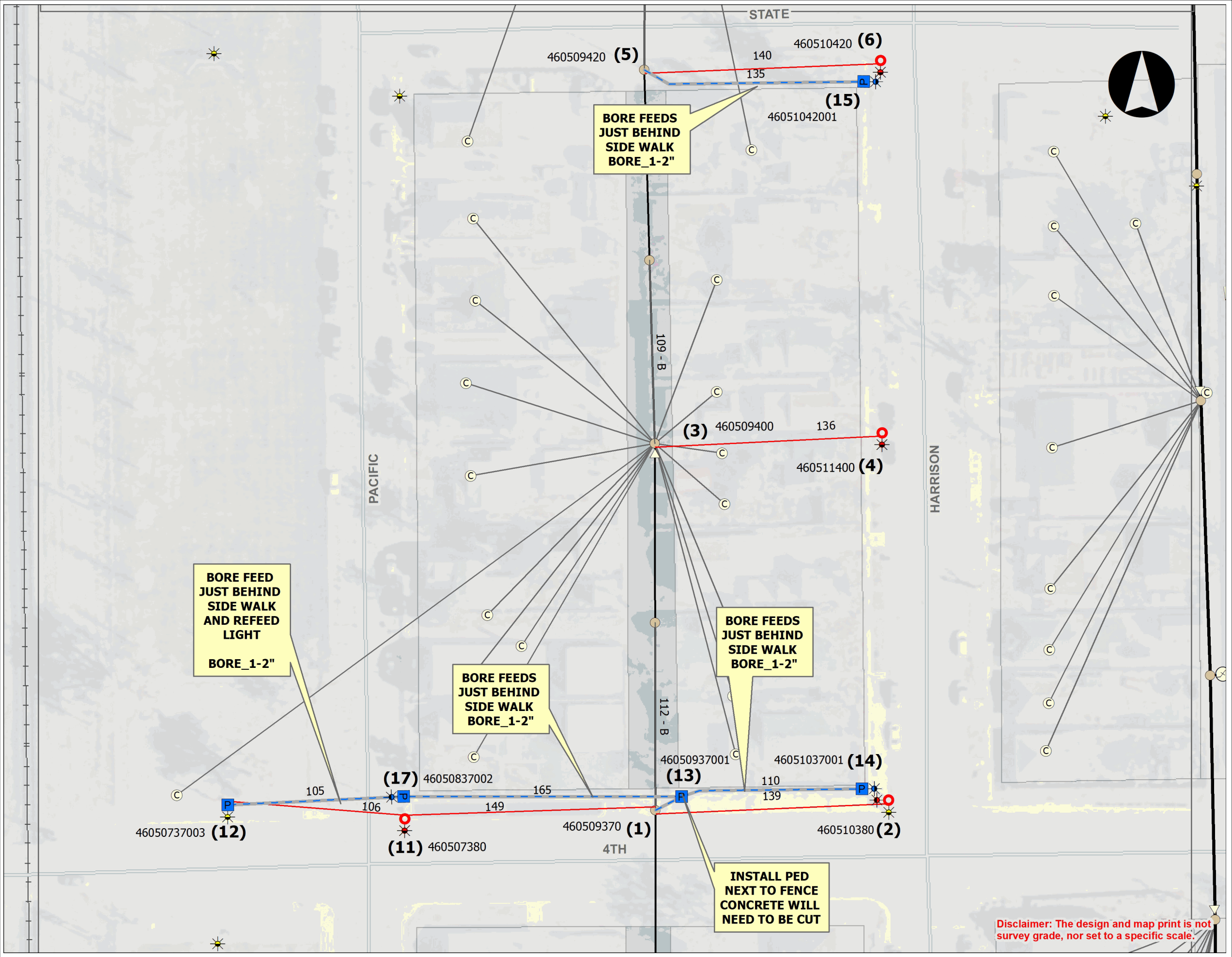


|                |                                  |
|----------------|----------------------------------|
| Work Order:    | 202306025                        |
| Service Order: | 2023029162                       |
| Project Name:  | CITY OF FT LUPTON/HARRISON AVE I |
| Description:   | RELOCATING STREETLIGHTS          |
| Service Loc:   | 4605                             |
| Customer:      | CITY OF FT LUPTON                |
| Svc Address:   | HARRISON AVE & 4TH ST            |
| City:          | FORT LUPTON                      |
| County:        |                                  |

|                   |                 |
|-------------------|-----------------|
| Proj Coordinator: | Martie Lamb     |
| PC Cell:          | 970-685-9617    |
| Designer:         | Brent Bergstedt |
| Designer Cell:    | 720-280-8946    |
| Design Comp Date: | 07/07/2023      |

| Legend          |                 |
|-----------------|-----------------|
| STRUCTURES      | DEVICES         |
| Poles           | Switches        |
| Junction Cab    | Fuses           |
| Pedestal        | Regulators      |
| Switch Cab      | Capacitors      |
| Vault           | Sectionalizers  |
| Pull Box        | Step Trans      |
| LOCATIONS       | Oil Reclosers   |
| Fiber           | Elec. Reclosers |
| UG              | Sub. Reclosers  |
| Consumer        | MISCELLANEOUS   |
| TRANSFORMERS    | Open Points     |
| OH 1PH          | Lights          |
| OH 2PH          | Anchors         |
| OH 3PH          | CONDUCTOR       |
| UG 1PH          | OH Prim         |
| UG 3PH          | UG Prim         |
| METER PEDESTALS | OH Sec          |
| Single          | UG Sec          |
| Multi           |                 |

|                       |  |
|-----------------------|--|
| Reviewed/Approved By: |  |
| Date:                 |  |







Your Touchstone Energy® Cooperative

Work Order: 202306025

Service Order: 2023029162

Project Name: CITY OF FT LUPTON/HARRISON AVE I

Description: RELOCATING STREETLIGHTS

Service Loc: 4605

Customer: CITY OF FT LUPTON

Svc Address: HARRISON AVE & 4TH ST

City: FORT LUPTON

County:

Proj Coordinator: Martie Lamb

PC Cell: 970-685-9617

Designer: Brent Bergstedt

Designer Cell: 720-280-8946

Design Comp Date: 07/07/2023

Legend

STRUCTURES

Poles

J Junction Cab

P Pedestal

S Switch Cab

V Vault

Pull Box

LOCATIONS

Fiber

UG

Consumer

TRANSFORMERS

OH 1PH

OH 2PH

OH 3PH

UG 1PH

UG 3PH

METER PEDESTALS

Single

Multi

DEVICES

Switches

Fuses

Regulators

Capacitors

Sectionalizers

Step Trans

Oil Reclosers

Elec. Reclosers

Sub. Reclosers

MISCELLANEOUS

Open Points

Lights

Anchors

CONDUCTOR

OH Prim

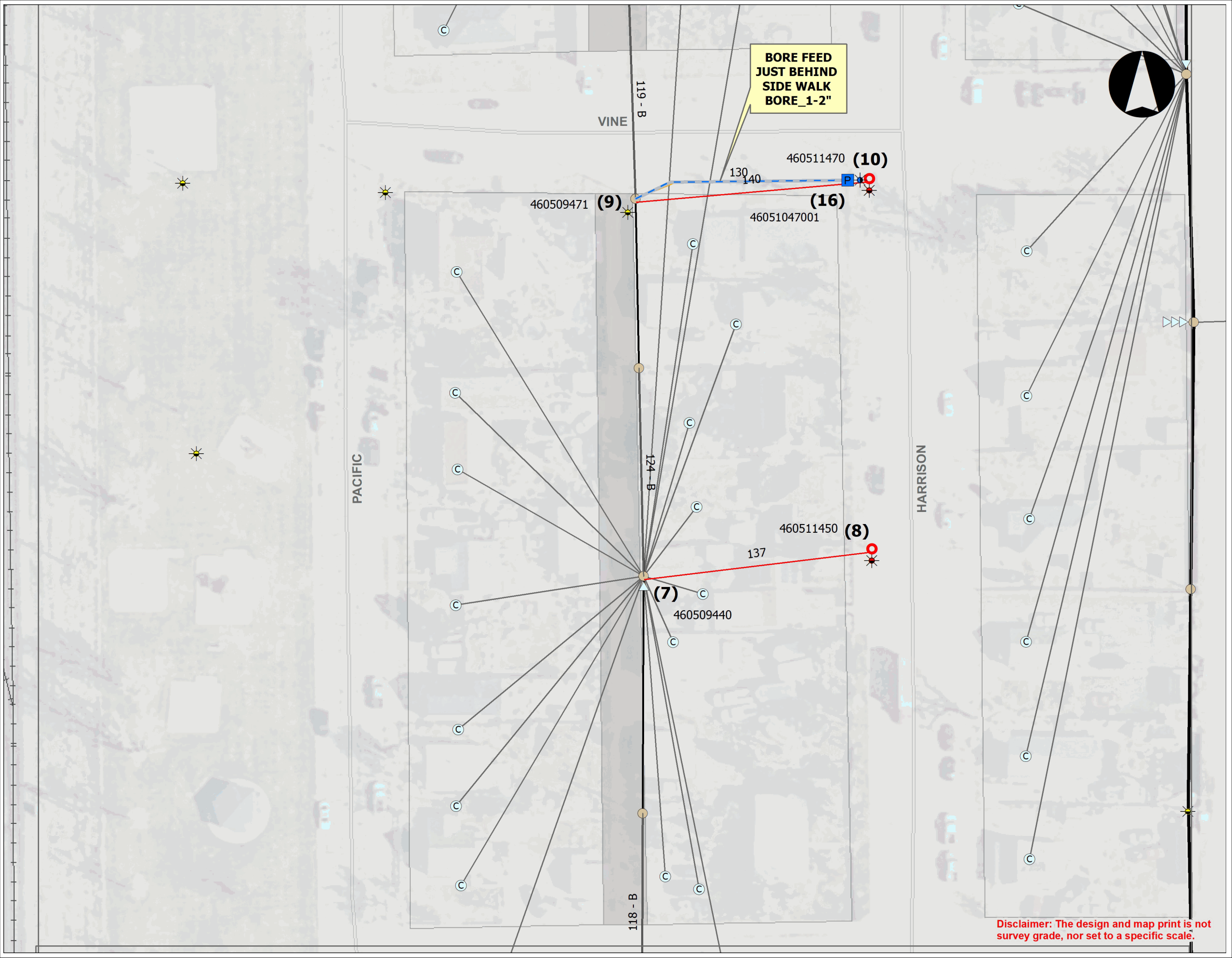
UG Prim

OH Sec

UG Sec

Reviewed/Approved By:

Date:



Disclaimer: The design and map print is not survey grade, nor set to a specific scale.



Public Works Department  
130 S. McKinley Avenue Phone: 720.466.xxxx  
Fort Lupton, CO 80621 Fax: 303.857.0351  
[www.fortluptonco.gov](http://www.fortluptonco.gov)

DATE: September 5, 2023

MRS. MARTIE LAMB

Delivered by Email: [Martiel@rpowerc.com](mailto:Martiel@rpowerc.com)

PROJECT COORDINATOR  
UNITED POWER  
500 COOPERATIVE WAY  
BRIGHTON, CO 80603

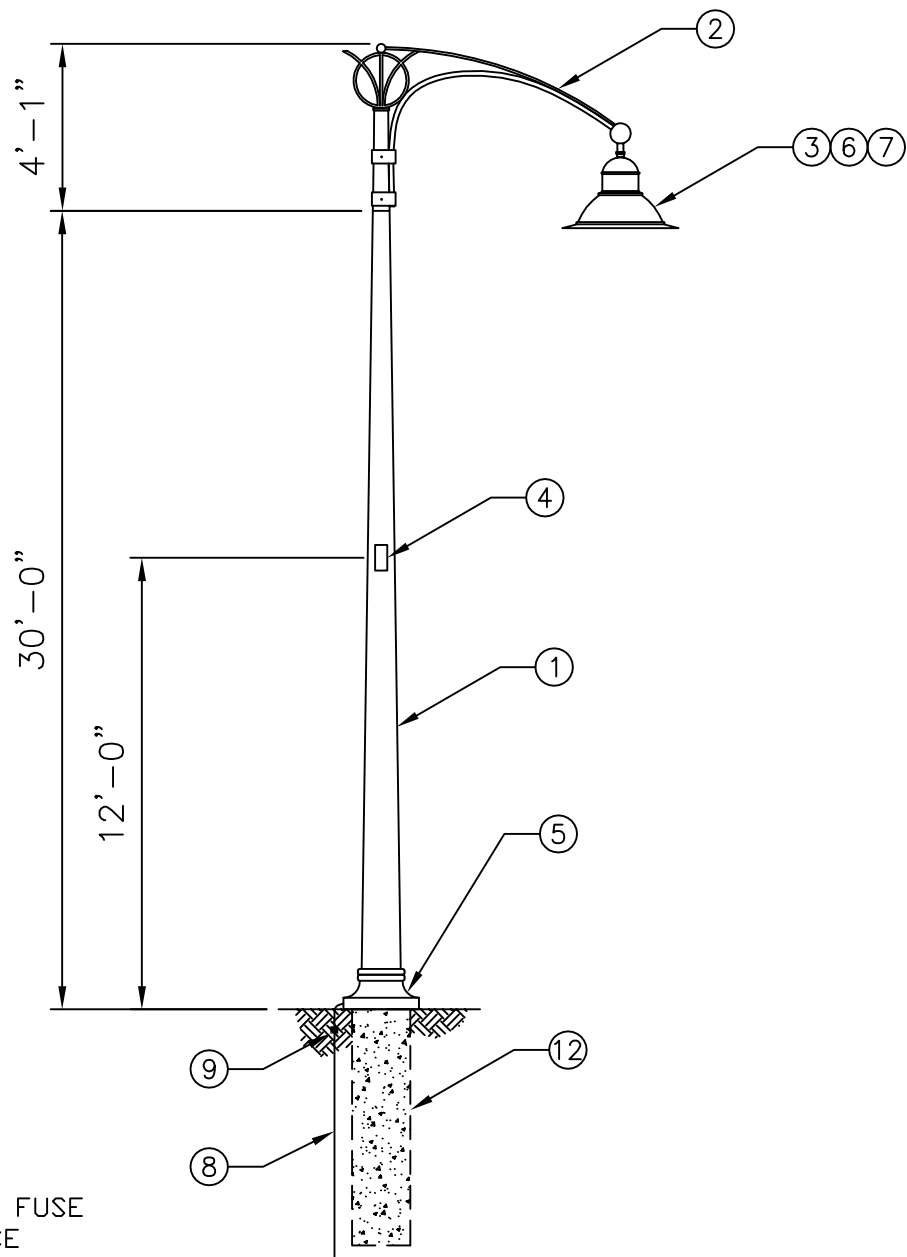
RE: Use of Undergrounding Funds  
WO# 202306025– Harrison Avenue Reconstruction

Dear Ms. Lamb,

The City is in receipt of the United Power cost letter dated July 17, 2023, to provide Relocation of Streetlights service at Harrison Avenue Reconstruction Project in the City of Fort Lupton Colorado. Please accept this request to utilize the undergrounding funds in the amount of \$107,441.00 for this purpose.

Sincerely,

\_\_\_\_\_,  
Zo Hubbard  
Mayor



# NOTES

⑨⑩ INSTALL ST LT FUSE  
AT FEED SOURCE

| ITEM | NO. | MATERIAL                            | ITEM | NO. | MATERIAL                                           |
|------|-----|-------------------------------------|------|-----|----------------------------------------------------|
| 1    | 1   | Lightpole, 30' Steel, Black         | 9    | 1   | Ground Rod Clamp                                   |
| 2    | 1   | Arm, 6'-6" Steel, Black Deco.       | 10   | 1   | Fuseholder, In-Line #12-8                          |
| 3    | 1   | Luminaire, 150 Watt MH, Black Lumec | 11   | 1   | Fuse, Tube-Type, 10 Amp.                           |
| 4    | 1   | Duplex Receptacle.                  | 12   | 1   | Concrete Foundation, 24" x 60" x 11.5" Bolt Center |
| 5    | 1   | Base Cover, Alum.                   | 13   | 0   | Cable, Sec, 10/2 UF                                |
| 6    | 1   | Luminaire, Lamp, 150W MH            |      |     |                                                    |
| 7    | 1   | Photoelectric Cell, 120V            |      |     |                                                    |
| 8    | 1   | Ground Rod, 5/8" x 10'              |      |     |                                                    |

|          |    |                                                                                                                                                                                       |                                                                                            |  |
|----------|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|--|
| ISSUED   |    | <div><b>UNITEDPOWER</b></div> <div>UNITED POWER, INC.<br/>P.O. BOX 929 • BRIGHTON, CO. 80601</div> |                                                                                            |  |
| APPROVAL |    |                                                                                                                                                                                       |                                                                                            |  |
| APPROVAL |    |                                                                                                                                                                                       |                                                                                            |  |
| DATE     | BY | REVISIONS                                                                                                                                                                             | <div>LIGHTPOLE WITH 150W LUMEC<br/>LUMINAIRE AND DECO ARM</div> <div>M26-<br/>150SBB</div> |  |
| 01/08    | ER | New Drawing                                                                                                                                                                           |                                                                                            |  |
|          |    |                                                                                                                                                                                       |                                                                                            |  |
|          |    |                                                                                                                                                                                       |                                                                                            |  |



**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**

On July 18, 2023, the City Council acting as the Local Licensing Authority, held a public hearing on the application for Everyday Stores LLC dba Everyday 5722. During the public hearing, the applicant and its attorney, Erika M. Kaiser, appeared virtually and provided evidence of the “needs and desires” of the neighborhood as well as information on the operations of other businesses owned by the applicant. The motion to approve the application for a Fermented Malt Beverage and Wine License at 104 Denver Ave. for Everyday 5722 failed on a 3-3 vote of council members present. The applicant has requested the application be brought before the Local Licensing Authority for determination.

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:

**Certification of Council Approval:**

Ordinance No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

|                                                                                                                  |     |
|------------------------------------------------------------------------------------------------------------------|-----|
| Total door knocks:                                                                                               | 267 |
| Persons who signed the petition:                                                                                 | 91  |
| Persons who declined to sign the petition:                                                                       | 12  |
| Ineligible contacts: (younger than 21;<br>Nonresident; non-English speaking;<br>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.

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.

#### **FINANCIAL CONSIDERATIONS**

N/A

#### **LEGAL/POLITICAL CONSIDERATIONS**

N/A

#### **ALTERNATIVES/OPTIONS**

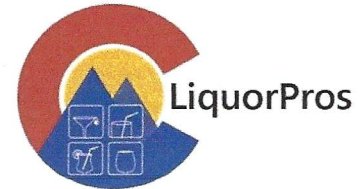
1. Approve the application based on facts and evidence presented
2. Table the decision for 30 days.
3. Deny the application, and make a record setting forth the reasons for denial.

#### **STAFF RECOMMENDATIONS**

Staff seeks approval.

**Attachments:** a. Summary of Petitions by Liquor Pros Including a Map and Petitions  
b. Application





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<br>"YES" |    | Oppose<br>"NO" |   | <u>TOTAL SIGNATURES</u> |
|----------------|----|----------------|---|-------------------------|
| 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         |
| <b>Total</b>                      | <b>7</b> | Too Busy                             | 1         |
|                                   |          | <b>Total</b>                         | <b>12</b> |
|                                   |          |                                      |           |
|                                   |          | <b>NOT QUALIFIED CONTACTS</b>        |           |
|                                   |          | Under 21                             | 7         |
|                                   |          | Owner/Manager Unavailable            | 5         |
|                                   |          | <b>Total</b>                         | <b>12</b> |

## 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,



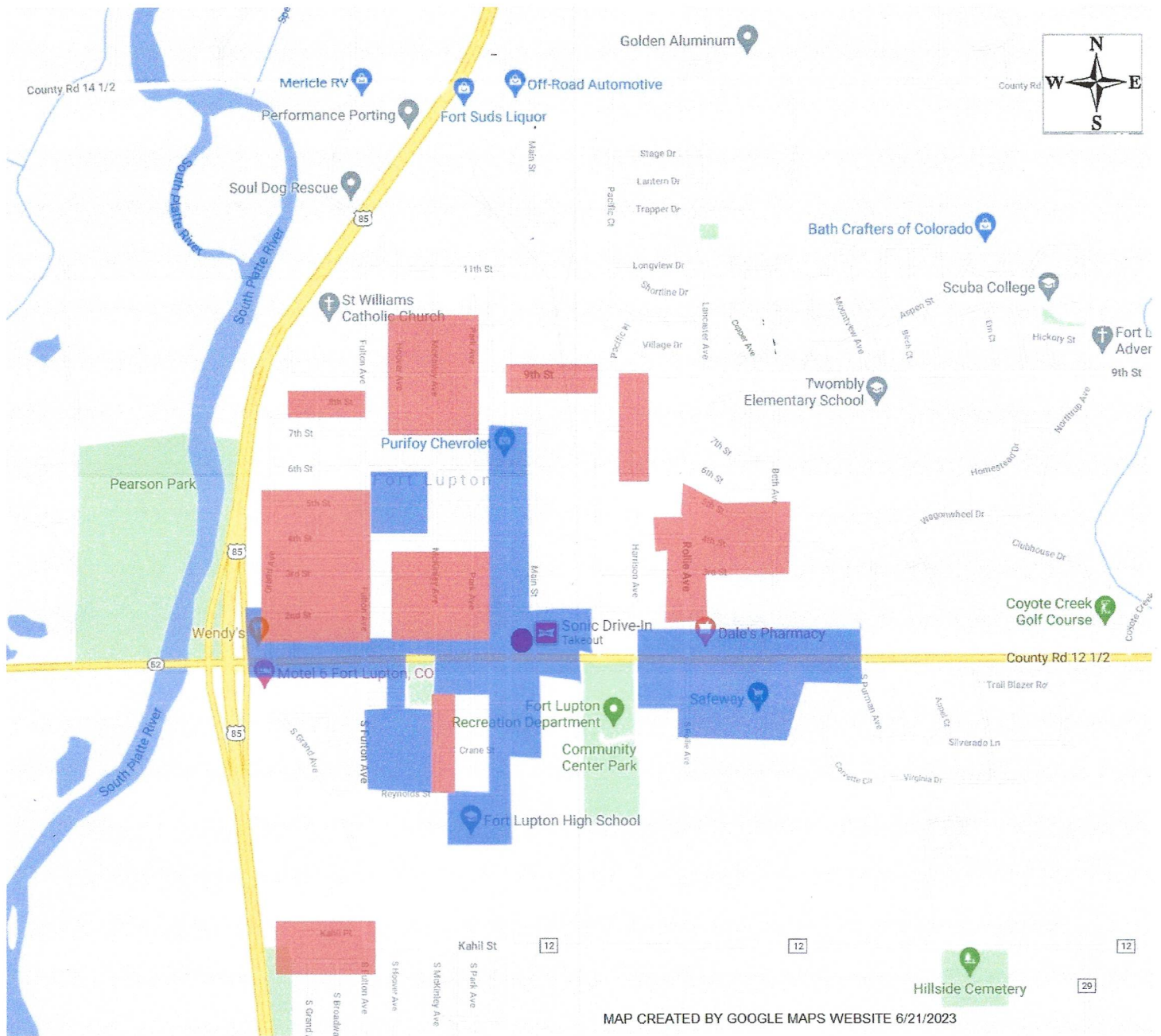
Eva L. Garretson  
Liquor Licensing Professionals, LLC

Need & Desires Surveys / Petitions  
Colorado Responsible Vendor Trainer

5515 Saddle Rock Place  
Colorado Springs, CO 80918

719.390.8844  
LiquorPros@msn.com





MAP CREATED BY GOOGLE MAPS WEBSITE 6/21/2023

Everyday #5722  
104 Denver Avenue  
Fort Lupton, CO 80621

### 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 18<sup>th</sup>, 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<br><i>Signature</i>      | Business Name<br>Business Address                      | Age | In Favor of License | Opposed to License | Reason<br>Circle Owner or Manager |   |
|----------------------|---------------------------------------|--------------------------------------------------------|-----|---------------------|--------------------|-----------------------------------|---|
| 6/27/23              | Gurjeet Singh<br><i>Gurjeet Singh</i> | Everyday<br>104 Denver Av                              | 25  | ✓                   |                    | Owner <u>Manager</u>              | 1 |
| 6/27/23              | Leo Grand<br><i>Leo Grand</i>         | Sonic<br>809 1st St. Lupton                            | 27  | ✓                   |                    | Owner <u>Manager</u>              | 2 |
| 6/27/23              | Dawn Koshio<br><i>Dawn Koshio</i>     | Fort Lupton Pack Ship<br>810 1st St.<br>Fort Lupton CO | 63  | ✓                   |                    | <u>Owner</u> Manager              | 3 |
| 6/27/23              | Kobie Haines<br><i>Kobie Haines</i>   | O'Reilly Auto Parts<br>100 S Harrison Ave              | 21  | ✓                   |                    | Owner <u>Manager</u>              | 4 |
| 6/27/23              | Ben A. Ikenna<br><i>Ben A. Ikenna</i> | ACE Hardware<br>201 S. Rollie Ave                      | 25  | ✓                   |                    | Owner <u>Manager</u>              | 5 |



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

| Today's Date w/Year | Printed Name<br>Signature | Business Name<br>Business Address                              | Age | Favor YES<br>X | Oppose NO<br>X | Reason<br>Circle Owner or Manager |
|---------------------|---------------------------|----------------------------------------------------------------|-----|----------------|----------------|-----------------------------------|
| 6/27/23             | Tamara Jaramila           | Grease Monkey<br>1160 Dexter St                                | 21  | X              |                | Owner <u>Manager</u>              |
| 6/27/23             | Sienna Long               | Mikki Long State Farm<br>1200 Dexter St W11<br>Fort Lupton, CO | 23  | X              |                | Owner <u>Manager</u>              |
| 6/27/23             | Jacob Jara                | Dominos<br>1200 Dexter St W4                                   | 22  | X              |                | Owner <u>Manager</u>              |
| 6/27/23             | Mary Ickler               | Low Dollar Outlet<br>1200 Dexter W7                            | 53  | X              |                | Owner <u>Manager</u>              |
| 6/27/23             | Karen D                   | Great Clips<br>1200 Dexter W5                                  | 32  | X              |                | Owner <u>Manager</u>              |
| 6-27-23             | Karen D                   | Elite Nails<br>1200 Dexter W4                                  | 42  | X              |                | Owner <u>Manager</u>              |
| 6/27/23             | Alyssa Teixeira           | Apache Pipe & Tobacco<br>1200 Dexter W3                        | 32  | X              |                | Owner <u>Manager</u>              |
| 6/27/23             | Tamara Wakefield          | Subway<br>1200 Dexter W2                                       | 59  |                | X              | Owner <u>Manager</u>              |
| 6-27-23             | Wm D                      | Great Wall<br>1200 Dexter W1                                   | 48  | ✓              |                | Owner <u>Manager</u>              |
| 6/27/23             | Karla Garcia              | Safe Wax<br>1300 Dexter                                        | 42  | ✓              |                | Owner <u>Manager</u>              |
| 6/27/23             | Alan Diaz                 | Little Ceasars<br>1400 B Dexter                                | 21  | ✓              |                | Owner <u>Manager</u>              |
| 6-27-23             | Nicole Wine               | Whipsaw<br>1400 Dexter A                                       | 42  | ✓              |                | Owner <u>Manager</u>              |
| 6-27-23             | WAD: T SML3               | 7-11<br>1400 2nd                                               | 43  | ✓              |                | Owner <u>Manager</u>              |



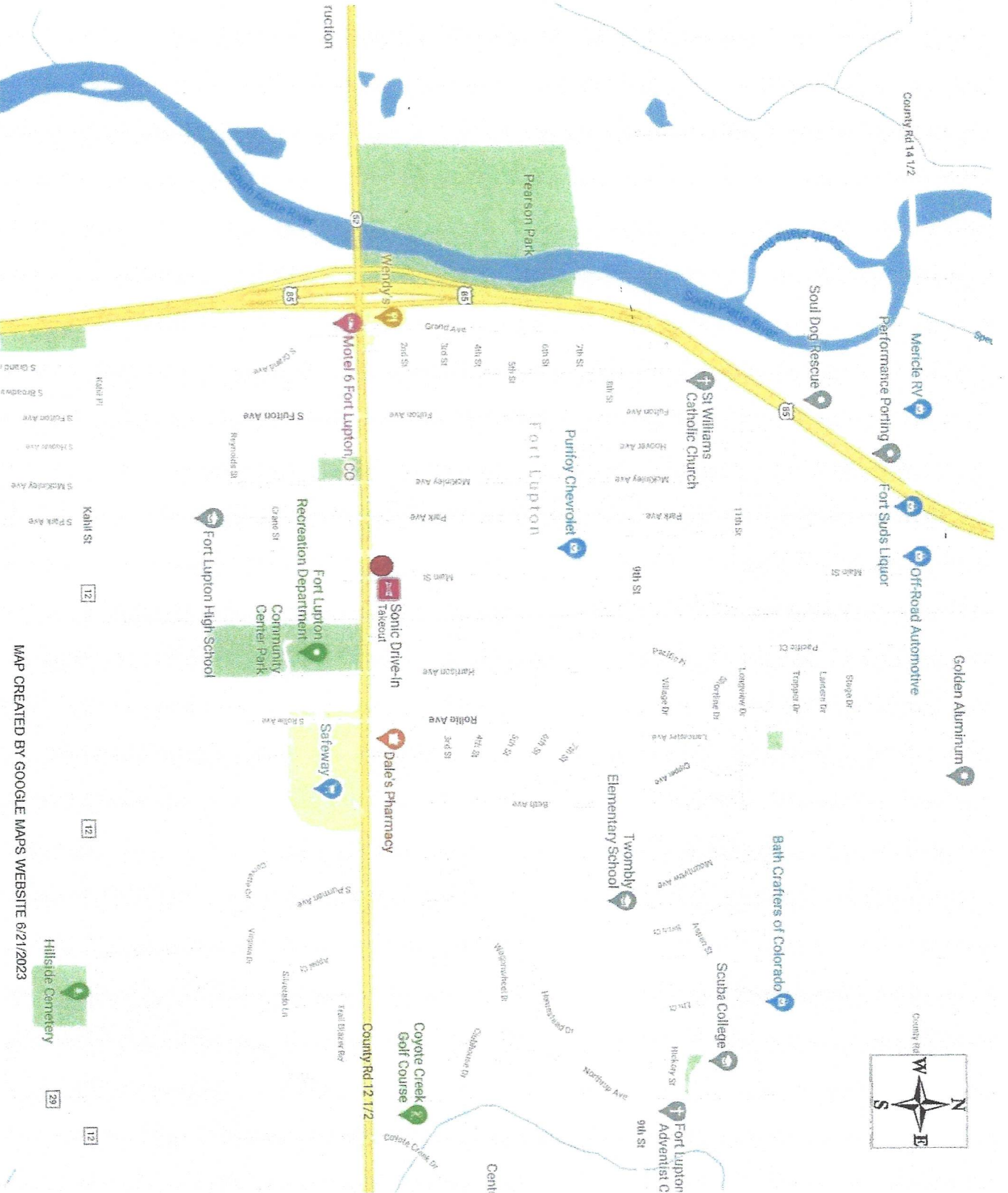
Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

| Today's Date w/Year | Printed Name<br>Signature | Business Name<br>Business Address        | Age | Favor YES<br>X | Oppose NO<br>X | Reason<br>Circle Owner or Manager |
|---------------------|---------------------------|------------------------------------------|-----|----------------|----------------|-----------------------------------|
| 6/27/23             |                           | True Dental Smiles<br>110 Copper Pl      | 35  | X              |                | Owner<br>Manager                  |
| 6/27/23             |                           | Autozone<br>1300 2nd St                  | 26  | X              |                | Owner<br>Manager                  |
| 4/27/23             |                           | Hard Bean<br>107 Daley Place             | 49  | X              |                | Owner<br>Manager                  |
| 6/27/23             | Joselyn Schissler<br>     | Dales Pharmacy<br>105 Dales Place        | 31  | X              |                | Owner<br>Manager                  |
| 6/27/23             | Bryan Johnke<br>          | MAPA<br>214 Denver Ave.                  | 26  | X              |                | Owner<br>Manager                  |
| 6/27/23             |                           | Hands on PC<br>150 Main St #2            | 49  | ✓              |                | Owner<br>Manager                  |
| 6/27/23             | Miciah R. Lane<br>        | Homewood Nutrition<br>150 Main St. Ste 3 | 30  | ✓              |                | Owner<br>Manager                  |
| 6/27/23             | Isabela Arment<br>        | 150 Main St Ste 4<br>revolution          | 27  | ✓              |                | Owner<br>Manager                  |
| 6/27/23             | Olivia Luna<br>           | Suarez<br>300 Denver Ave                 | 58  | ✓              |                | Owner<br>Manager                  |
| 6/27/23             | Lindsey Hernandez<br>     | 366 Denver Ave<br>SILCON 366             | 40  | X              |                | Owner<br>Manager                  |
| 6/27/23             |                           | John Dent Law<br>332 Denver Ave          | 71  |                | X              | Owner<br>Manager                  |
| 6/27/23             |                           | Abarrato Santron Cruz<br>336 Denver Av.  | 33  | X              |                | Owner<br>Manager                  |
| 6/27/23             |                           | 410 Denver Av<br>Wholly Stanbali         | 49  | X              |                | Owner<br>Manager                  |

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

| Today's Date w/Year | Printed Name<br>Signature                 | Business Name<br>Business Address      | Age | Favor YES<br>X | Oppose NO<br>X | Reason<br>Circle Owner or Manager |
|---------------------|-------------------------------------------|----------------------------------------|-----|----------------|----------------|-----------------------------------|
| 6/27/23             | Samantha Glover<br><i>[Signature]</i>     | The Kindly Made Cup<br>721 4th St #10  | 27  | X              |                | Owner <u>Manager</u>              |
| 6/27/23             | Valerie Luna<br><i>[Signature]</i>        | BEE-OCH Organics<br>721 4th St Suite C | 31  | X              |                | Owner <u>Manager</u>              |
| 6/27/23             | Ortley M. [unclear]<br><i>[Signature]</i> | 415 Denver Ave<br>Farmers              | 78  | X              |                | <u>Owner</u> Manager              |
| 6/27/23             | Phil DeKisser<br><i>[Signature]</i>       | A Natural Way<br>333 Denver            | 64  | X              |                | <u>Owner</u> Manager              |
| 6/27/23             | Brenda Reyes<br><i>[Signature]</i>        | Pt Lupton Visas<br>301 Denver Ave      | 31  | X              |                | Owner <u>Manager</u>              |
| 6/27/23             | Rafael [unclear]<br><i>[Signature]</i>    | mustache bar<br>201 Denver Ave         | 45  | X              |                | <u>Owner</u> <u>Manager</u>       |
| 6/27/23             | Maria Marroquin<br><i>[Signature]</i>     | 2130 Main St<br>La michoacana          | 39  | X              |                | Owner <u>Manager</u>              |
| 6/27/23             | Laura Flores<br><i>[Signature]</i>        | Family Dollar<br>130 Denver St.        | 27  | X              |                | Owner <u>Manager</u>              |
|                     |                                           |                                        |     |                |                | Owner Manager                     |
|                     |                                           |                                        |     |                |                | Owner Manager                     |
|                     |                                           |                                        |     |                |                | Owner Manager                     |
|                     |                                           |                                        |     |                |                | Owner Manager                     |
|                     |                                           |                                        |     |                |                | Owner Manager                     |





Everyday #5722  
104 Denver Avenue  
Fort Lupton, CO 80621

APPLICATION FOR A RETAIL FERMENTED  
MALT BEVERAGE AND WINE  
LIQUOR LICENSE

MAP CREATED BY GOOGLE MAPS WEBSITE 6/21/2023



~ AFFIDAVIT OF CIRCULATION ~

I, Janet J. Lamoreaux, 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.

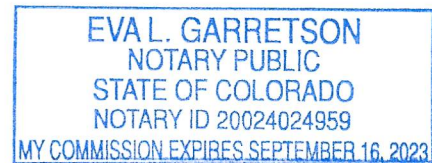
Janet J. Lamoreaux  
Signature of Circulator

State of Colorado )  
County of EL PASO ) ss.

Subscribed and sworn to before me this 1<sup>st</sup> day of JULY, 2023

Eval L. Garretson

Notary Public



My Commission expires: SEPTEMBER 16, 2023



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

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

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**

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## 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.

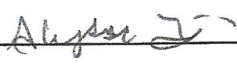
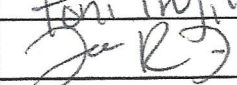
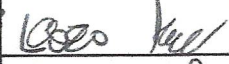
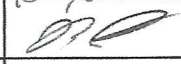
**PETITION ISSUE:** If you **SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **Favor "YES"**.

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**

| Today's Date w/ Year | Printed Name<br><i>Signature</i> | Address                 | Age | In Favor of License | Opposed to License | Reason |
|----------------------|----------------------------------|-------------------------|-----|---------------------|--------------------|--------|
| 6/27/23              | Ben A. Ibarra                    | 210 Harrison Ave<br>Ft. | 49  | Yes                 |                    |        |
| 6/27/23              | Lois Flores                      | 1401 9th St b712        | 21  | ✓                   |                    |        |
| 6/27/23              | Hailey McCar                     | 316 3rd St.             | 30  | ✓                   |                    |        |
| 6/27/23              | Lone Gonzalo                     | 316 3rd St              | 29  | ✓                   |                    |        |
| 6/27/23              | Mary Ickler                      | 214 Beth Ave            | 53  | ✓                   |                    |        |

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

| Today's Date w/Year | Printed Name<br>Signature                                                                              | Street Address    | Age | Favor YES "X" | Oppose NO "X" | Reason |
|---------------------|--------------------------------------------------------------------------------------------------------|-------------------|-----|---------------|---------------|--------|
| 6/27/23             | Alyssa Teixeira<br>   | 1401 9th St. #97  | 32  | X             |               |        |
| 6/27/23             | Alan Diaz<br>Alan D                                                                                    | 1822 oak st       | 21  | X             |               |        |
| 6/27/23             | Sara Diaz<br>         | 1822 oak st       | 21  | ✓             |               |        |
| 6/27/23             | Toni Trujillo<br>     | 15497 R 10        | 35  | ✓             |               |        |
| 6/27/23             | Andres Varr<br>am V                                                                                    | 1700 14th st.     | 27  | ✓             |               |        |
| 6/27/23             | Ryan Sweeney<br>     | 525 bonnevill Ave | 39  | ✓             |               |        |
| 6/27/23             | Efren Lozoya<br>    | 320 mustang Ave   | 21  | ✓             |               |        |
| 6/27/23             | Annie Begger<br>Annie Bgsz                                                                             | 1005 Lantern Dr.  | 23  | ✓             |               |        |
| 6/27/23             | Gerard Begger<br>   | 1005 Lantern Dr.  | 64  | ✓             |               |        |
| 6/27/23             | Jenni Begger<br>    | 1005 lantern Dr   | 21  | ✓             |               |        |
| 6/27/23             | Bryan Johaku<br>    | 430 Bonnevill Ave | 28  | ✓             |               |        |
| 6/27/23             | Isaiah Cardenas<br> | 720 2nd street    | 21  | ✓             |               |        |
| 6/27/23             | Minnie Oz<br>       | 1321 8th Street   | 49  | ✓             |               |        |
| 6/27/23             | Louise Salinas<br>Louise Salinas                                                                       | 935 smolenley Ave | 48  | ✓             |               |        |



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

| Today's Date w/Year | Printed Name<br>Signature | Street Address                         | Age | Favor YES "X" | Oppose NO "X" | Reason           |
|---------------------|---------------------------|----------------------------------------|-----|---------------|---------------|------------------|
| 6/27/23             | Isabelay Amet             | 15374 Good Ave                         | 27  | ✓             |               |                  |
| 6/27/23             | Noah Sena                 | 490 Holly St                           | 21  | ✓             |               |                  |
| 6/27/23             | Noah Sena                 |                                        |     |               |               |                  |
| 6/27/23             | Olivia Luna               | 308 Wagonwheel Dr.                     | 35  | ✓             |               |                  |
| 6/27/23             | Terra Mason               | 1332 5th St                            | 13  | ✓             |               |                  |
| 6/27/23             | Theresa Aragon            |                                        |     |               |               |                  |
| 6/27/23             | Alma Ramirez              | 1301 5th St                            | 50  | ✓             |               |                  |
| 6/27/23             | Alma Ramirez              |                                        |     |               |               |                  |
| 6/27/23             | Debe Bell                 | 135 4th St.                            | 71  |               | X             | too many already |
| 6/27/23             | Willie Bell               | Ft. Lupton                             |     |               |               |                  |
| 6/27/23             | Debe Bell                 | 205 McKinley                           | 71  |               | X             |                  |
| 6/27/23             | Willie Bell               |                                        |     |               |               |                  |
| 6/27/23             | Debe Bell                 | 457 2nd St.                            | 71  |               | X             |                  |
| 6/27/23             | Willie Bell               |                                        |     |               |               |                  |
| 6/27/23             | Debe Bell                 | 737 Hoover                             | 71  |               | X             |                  |
| 6/27/23             | Willie Bell               |                                        |     |               |               |                  |
| 6/27/23             | Jessica Silver            | 135 main St<br>Fort Lupton CO<br>80621 | 33  | X             |               |                  |
| 6/27/23             | Samantha Glover           | 7261 County Road 31                    | 27  | X             |               |                  |
| 6/27/23             | Logan Glover              | 7261 Conty Rod 31                      | 22  | X             |               |                  |
| 6/27/23             | Tiffany Garcia            | 1909 Caroline Ave.                     | 28  | X             |               |                  |
| 6/27/23             | Valerie Luna              | 1002 Shortline Dr.                     | 31  | X             |               |                  |
| 6/27/23             | Valerie Luna              |                                        |     |               |               |                  |



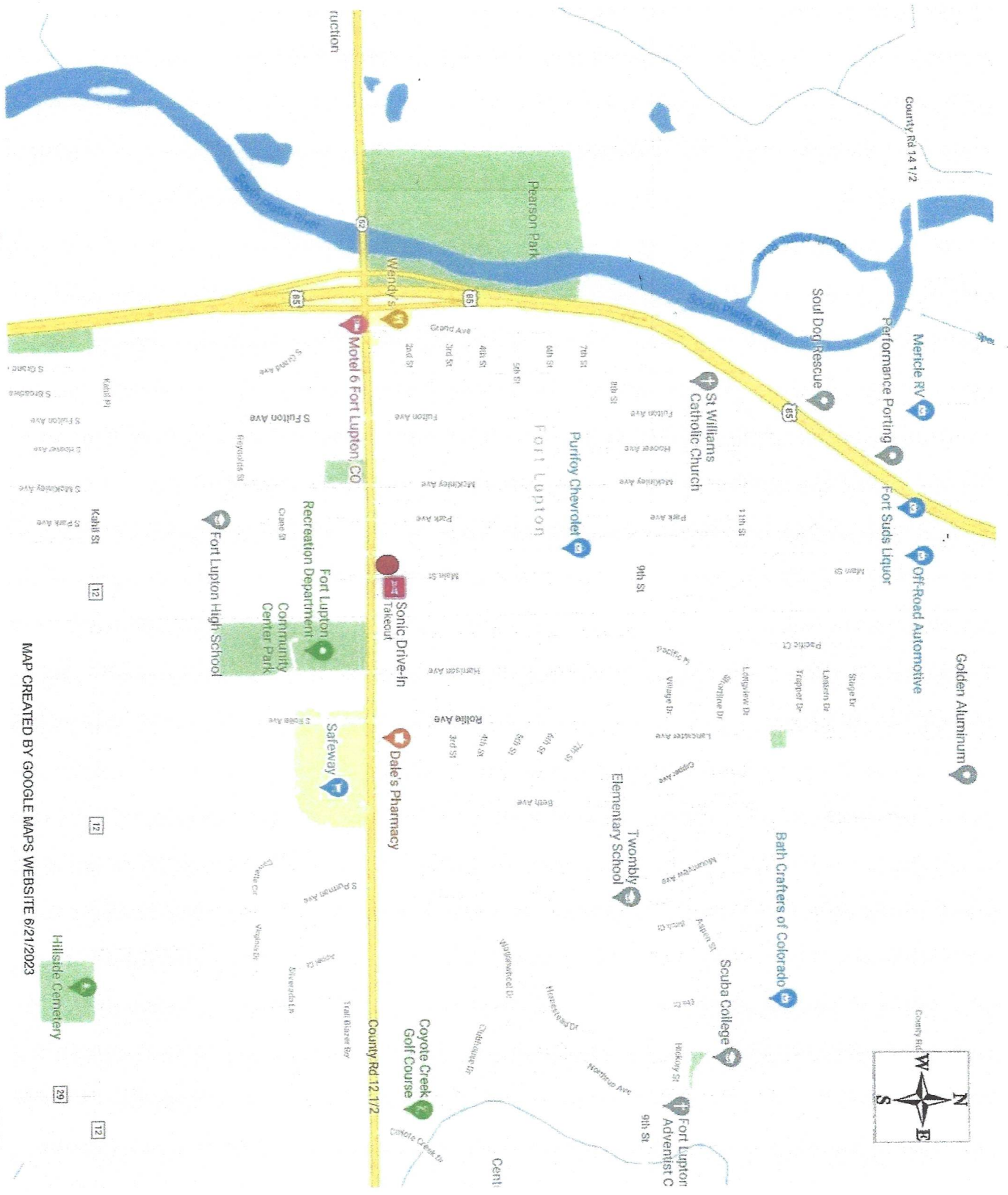
Please sign your name only; First Name, Middle Initial, Last Name.

| Today's Date w/Year | Printed Name<br>Signature | Street Address    | Age | Favor YES "X" | Oppose NO "X" | Reason |
|---------------------|---------------------------|-------------------|-----|---------------|---------------|--------|
| 6-27-2023           | Richard Struck            | 281 Ka. hi/ Pl    |     |               |               |        |
|                     | Richard Struck            | Ft. Lupton, CO    | 76  | X             |               |        |
| 6-27-2023           | Dale O. Hunt              | 305 3rd ST        |     | X             |               |        |
|                     | D O Hunt                  | Ft. Lupton, CO    | 72  | X             |               |        |
| 6/27/23             | LINDA HUNT                | 305 3RD St.       |     |               | X             |        |
|                     | Linda Hunt                | FORT LUPTON, CO   | 75  |               | X             |        |
| 6/27/23             | Bruno Reyes               | 344 Beckworth Ave | 31  | X             |               |        |
|                     | Bruno Reyes               | Ft.               |     |               |               |        |
| 6/27/23             | Jorge Reyes               | 344 Beckworth Ave | 30  | X             |               |        |
|                     | Jorge Reyes               |                   |     |               |               |        |
| 6/27/23             | Delilah Rodolfo           | 811 Rollie Ave    | 36  | X             |               |        |
| 6/27/23             | Delilah Rodolfo           |                   |     |               |               |        |
| 6/27/23             | Steve Reyes               | 811 Rollie Ave    | 35  | X             |               |        |
| 6/27/23             | Steve Reyes               |                   |     |               |               |        |
| 6/27/23             | Laura Flores              | 230 11th St.      | 27  | X             |               |        |
|                     | Laura Flores              |                   |     |               |               |        |
| 6/27/23             | Zobaida Flores            | 230 11th St.      | 31  | X             |               |        |
|                     | Zobaida Flores            |                   |     |               |               |        |
| 6/27/23             | Richard Corner            | 230 11th St.      | 62  | X             |               |        |
|                     | Richard Corner            |                   |     |               |               |        |
| 6/27/23             | Jani Barker               | 612 McKinley Ave  | 24  | ✓             |               |        |
|                     | Jani Barker               |                   |     |               |               |        |
| 6/27/23             | Wayne Barker              | 612 McKinley Ave  | 60  | ✓             |               |        |
|                     | Wayne Barker              |                   |     |               |               |        |
| 6/27/23             | Gayle Casey               | 246 S. Park Ave   | 50  | ✓             |               |        |
|                     | Gayle Casey               |                   |     |               |               |        |
| 6/27/23             | Chad Casey                | 246 S. Park Ave   | 53  | ✓             |               |        |
|                     | Chad Casey                |                   |     |               |               |        |

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

[illegible]





Everyday #5722  
 104 Denver Avenue  
 Fort Lupton, CO 80621

APPLICATION FOR A RETAIL FERMENTED  
 MALT BEVERAGE AND WINE  
 LIQUOR LICENSE

MAP CREATED BY GOOGLE MAPS WEBSITE 6/21/2023



~ AFFIDAVIT OF CIRCULATION ~

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

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

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

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

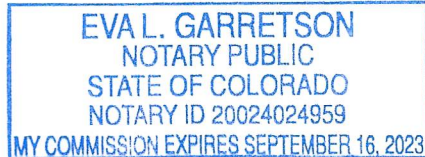
Janele J. Hancock  
Signature of Circulator

State of Colorado )  
County of EL PASO ) ss.

Subscribed and sworn to before me this 1<sup>st</sup> day of July, 2023

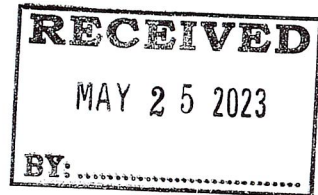
Eva L. Garretson

Notary Public



My Commission expires: SEPTEMBER 16, 2023





## 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.

|                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>New License</b>                                                                                                                                                                                                                                                                                                                          | <input checked="" type="checkbox"/> <b>New-Concurrent</b>                                         | <input type="checkbox"/> <b>Transfer of Ownership</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p>• All answers must be printed in black ink or typewritten</p> <p>• Applicant must check the appropriate box(es)</p> <p>• Local license fee \$ _____</p> <p>• Applicant should obtain a copy of the Colorado Liquor and Beer Code: <a href="http://SBG.Colorado.gov/Liquor">SBG.Colorado.gov/Liquor</a></p>                                                                   |                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p>1. Applicant is applying as a/an</p> <p> <input type="checkbox"/> Corporation         <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)         <input type="checkbox"/> Individual         <input checked="" type="checkbox"/> Limited Liability Company         <input type="checkbox"/> Association or Other       </p> |                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p>2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation</p> <p style="font-size: 1.2em;"><b>EVERYDAY STORES LLC</b></p>                                                                                                                                                                                      |                                                                                                   | <p>FEIN</p> <p style="background-color: black; color: black;">[REDACTED]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <p>2a. Trade Name of Establishment (DBA)</p> <p style="font-size: 1.2em;"><b>EVERYDAY 5722</b></p>                                                                                                                                                                                                                                                                              | <p>State Sales Tax No.</p> <p style="background-color: black; color: black;">[REDACTED]</p>       | <p>Business Telephone</p> <p style="font-size: 1.2em;"><b>303-857-4408</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p>3. Address of Premises (specify exact location of premises)</p> <p style="font-size: 1.2em;"><b>104 DENVER AVE.</b></p>                                                                                                                                                                                                                                                      |                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p>City</p> <p style="font-size: 1.2em;"><b>FORT Lupton</b></p>                                                                                                                                                                                                                                                                                                                 | <p>County</p> <p style="font-size: 1.2em;"><b>Weld</b></p>                                        | <p>State</p> <p style="font-size: 1.2em;"><b>Co.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p>4. Mailing Address (Number and Street)</p> <p style="font-size: 1.2em;"><b>1360 W. 13 Ave.</b></p>                                                                                                                                                                                                                                                                           |                                                                                                   | <p>City or Town</p> <p style="font-size: 1.2em;"><b>Broomfield</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>5. Email Address</p> <p style="background-color: black; color: black;">[REDACTED]</p>                                                                                                                                                                                                                                                                                        |                                                                                                   | <p>ZIP Code</p> <p style="font-size: 1.2em;"><b>80021</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>6. If the premises currently has a liquor or beer license, you MUST answer the following questions</p>                                                                                                                                                                                                                                                                       |                                                                                                   | <p>ZIP Code</p> <p style="font-size: 1.2em;"><b>80020</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>Present Trade Name of Establishment (DBA)</p> <p style="background-color: black; color: black;">[REDACTED]</p>                                                                                                                                                                                                                                                               | <p>Present State License No.</p> <p style="background-color: black; color: black;">[REDACTED]</p> | <p>Present Class of License</p> <p style="background-color: black; color: black;">[REDACTED]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <p>Present Expiration Date</p> <p style="background-color: black; color: black;">[REDACTED]</p>                                                                                                                                                                                                                                                                                 |                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p><b>Section A Nonrefundable Application Fees</b></p> <p> <input type="checkbox"/> Application Fee for New License \$1,100.00<br/> <input checked="" type="checkbox"/> Application Fee for New License - w/Concurrent Review \$1,200.00<br/> <input type="checkbox"/> Application Fee for Transfer \$1,100.00       </p>                                                       |                                                                                                   | <p><b>Section B Fermented Malt Beverage License Fees</b></p> <p> <input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (City) \$96.25<br/> <input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (County) \$117.50<br/> <input checked="" type="checkbox"/> Retail Fermented Malt Beverage and Wine (City) \$96.25<br/> <input type="checkbox"/> Retail Fermented Malt Beverage and Wine (County) \$117.50<br/> <input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (City) \$96.25<br/> <input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (County) \$117.50<br/> <input type="checkbox"/> Master File Location Fee ..... \$25.00 x _____ Total _____<br/> <input type="checkbox"/> Master File Background ..... \$250.00 x _____ Total _____       </p> |
| <p style="text-align: center;">Questions? Visit <a href="http://SBG.Colorado.gov/Liquor">SBG.Colorado.gov/Liquor</a> or for more information</p> <p style="text-align: center;">Do Not Write In This Space - For Department Of Revenue Use Only</p>                                                                                                                             |                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p><b>Liability Information</b></p>                                                                                                                                                                                                                                                                                                                                             |                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p>License Account Number</p> <p style="background-color: black; color: black;">[REDACTED]</p>                                                                                                                                                                                                                                                                                  | <p>Liability Date:</p> <p style="background-color: black; color: black;">[REDACTED]</p>           | <p>License Issued Through: (Expiration Date)</p> <p style="background-color: black; color: black;">[REDACTED]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                   | <p>Total</p> <p style="font-size: 1.2em;"><b>\$</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

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](http://SBG.Colorado.gov/Liquor) for more information.**

| Items Submitted, Please Check all Appropriate Boxes Completed or Documents Submitted |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>I. Applicant Information</b>                                                      | <input type="checkbox"/> A. Applicant/Licensee identified<br><input type="checkbox"/> B. State sales tax license number listed or applied for at time of application<br><input type="checkbox"/> C. License type or other transaction identified<br><input type="checkbox"/> D. Submit originals to local authority<br><input type="checkbox"/> E. Additional information required by the local licensing authority                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>II. Diagram of the Premises</b>                                                   | <input type="checkbox"/> A. No larger than 8 1/2" X 11"<br><input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.)<br><input type="checkbox"/> C. Separate diagram for each floor (if multiple levels)<br><input type="checkbox"/> D. Bold/Outlined licensed premises                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>III. Proof of Property Possession (One Year Needed)</b>                           | <input type="checkbox"/> A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk<br><input type="checkbox"/> B. Lease in the name of the applicant ONLY (matching question #2)<br><input type="checkbox"/> C. Lease Assignment in the name of the applicant (ONLY) with proper consent from the Landlord and acceptance by the applicant<br><input type="checkbox"/> D. Other agreement if not deed or lease                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>IV. Background Information (DR 8404-I) and Financial Documents</b>                | <input type="checkbox"/> 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)<br><input type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State.<br><div style="margin-left: 20px;"> <b>Do not complete fingerprint cards prior to submitting your application.</b><br/>           The Vendors are as follows:<br/> <b>IdentoGO</b> – <a href="https://uenroll.identogo.com/">https://uenroll.identogo.com/</a><br/>           Phone: (844) 539-5539 (toll-free)<br/> <b>Colorado Fingerprinting</b> – <a href="http://www.coloradofingerprinting.com">http://www.coloradofingerprinting.com</a><br/>           Appointment Scheduling Website: <a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a><br/>           Phone: (720) 292-2722<br/>           Toll Free: (833) 224-2227<br/> <b>Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:</b><br/> <a href="https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks">https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks</a> </div> <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license<br><input type="checkbox"/> D. List of all notes and loans. |
| <b>V. Sole Proprietor/Husband and Wife Partnership (if applicable)</b>               | <input type="checkbox"/> A. Form DR 4679<br><input type="checkbox"/> B. Copy of State Issued Driver's License or Identification Card for each Applicant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>VI. Corporate Applicant Information (If Applicable)</b>                           | <input type="checkbox"/> A. Certificate of Incorporation<br><input type="checkbox"/> B. Certificate of Good Standing<br><input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>VII. Partnership Applicant Information (If Applicable)</b>                        | <input type="checkbox"/> A. Partnership Agreement (general or limited).<br><input type="checkbox"/> B. Certificate of Good Standing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>VIII. Limited Liability Company Applicant Information (If Applicable)</b>         | <input type="checkbox"/> A. Copy of Articles of Organization<br><input type="checkbox"/> B. Certificate of Good Standing<br><input type="checkbox"/> C. Copy of Operating Agreement (if applicable)<br><input type="checkbox"/> D. Certificate of Authorization if foreign LLC (out of state applicants only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



|                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                    |                               |             |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------|-------------|----------|
| 7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?                                                                                                                                                                                                     | Yes No<br><input type="checkbox"/> <input checked="" type="checkbox"/>             |                               |             |          |
| 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?                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> <input checked="" type="checkbox"/>                       |                               |             |          |
| (b) had an alcohol beverage license suspended or revoked?                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> <input checked="" type="checkbox"/>                       |                               |             |          |
| (c) had interest in another entity that had an alcohol beverage license suspended or revoked?                                                                                                                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/> <input type="checkbox"/>                       |                               |             |          |
| If you answered yes to 8a, b or c, explain in detail on a separate sheet <u>See attachment</u>                                                                                                                                                                                                                                                                                                                                       |                                                                                    |                               |             |          |
| 9. Has the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> <input checked="" type="checkbox"/>                       |                               |             |          |
| 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.                                                                                       | <input type="checkbox"/> <input checked="" type="checkbox"/>                       |                               |             |          |
| 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.                                                                                                                                                                | <input type="checkbox"/> <input checked="" type="checkbox"/>                       |                               |             |          |
| 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.                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> <input checked="" type="checkbox"/>                       |                               |             |          |
| (a) The FMB On/Off is located in a county with a population of > 35,000.                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> <input checked="" type="checkbox"/>                       |                               |             |          |
| (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.                                                                                                                                                                                                                                      | <input type="checkbox"/> <input checked="" type="checkbox"/>                       |                               |             |          |
| 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.                                            | <input checked="" type="checkbox"/> <input type="checkbox"/> <u>See attachment</u> |                               |             |          |
| 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?                                                                                                                                                                                                                                                                           | <input checked="" type="checkbox"/> <input type="checkbox"/>                       |                               |             |          |
| <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____<br>a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:                                                                                                                                                                                |                                                                                    |                               |             |          |
| Landlord<br><u>Super America LLC</u>                                                                                                                                                                                                                                                                                                                                                                                                 | Tenant<br><u>EVERYDAY STORES LLC</u><br>Expires<br><u>12-31-2033</u>               |                               |             |          |
| b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 13. <input type="checkbox"/> <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                             |                                                                                    |                               |             |          |
| 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<br><u>N/A</u>                                                                                                                                                                                                                                                                                                                                                                                                              | First Name                                                                         | Date of Birth                 | FEIN or SSN | Interest |
| 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<br><u>SINGH</u>                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                    | First Name<br><u>AVRINDER</u> |             |          |
| 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. <input type="checkbox"/> <input checked="" type="checkbox"/>                                                                                                                                                               |                                                                                    |                               |             |          |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                      |                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>18. Tax Information.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                      | 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?                                                                                                                                                                                           |                                                                                                                                      | <input type="checkbox"/> <input checked="" type="checkbox"/>                                                                                                                                                                                      |
| 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.?                                                                                                                                                                                                                                                              |                                                                                                                                      | <input type="checkbox"/> <input checked="" type="checkbox"/>                                                                                                                                                                                      |
| <b>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.</b> |                                                                                                                                      |                                                                                                                                                                                                                                                   |
| Name<br><b>Harbans S. Lali</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Home Address, City & State<br><b>1360 W. 13 Ave. Broomfield, CO</b>                                                                  | <div style="display: flex; justify-content: space-between;"> <span><b>80020</b></span> <span><b>Member</b></span> <span><b>% Owned</b></span> </div> <div style="display: flex; justify-content: space-between;"> <span><b>9190</b></span> </div> |
| 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.<br>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (include ownership percentage if applicable)<br>** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/>                                                                                                                                                     |                                                                                                                                      |                                                                                                                                                                                                                                                   |
| Applicant affirms that no individual other than those 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.                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                      |                                                                                                                                                                                                                                                   |
| <b>Oath of Applicant</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                      |                                                                                                                                                                                                                                                   |
| 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<br><i>Harbans S. Lali</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Printed Name and Title<br><b>Harbans S. Lali, Member</b>                                                                             | Date<br><b>5/25/23</b>                                                                                                                                                                                                                            |
| <b>Report and Approval of Local Licensing Authority (City/County)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                      |                                                                                                                                                                                                                                                   |
| 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:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                      |                                                                                                                                                                                                                                                   |
| <input type="checkbox"/> Fingerprinted<br><input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                      |                                                                                                                                                                                                                                                   |
| <b>Master file</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                      |                                                                                                                                                                                                                                                   |
| 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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                      |                                                                                                                                                                                                                                                   |
| <input type="checkbox"/> Date of inspection or Anticipated Date <b>August 2023</b><br><input checked="" type="checkbox"/> Upon approval of state licensing authority<br><input checked="" type="checkbox"/> New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied<br>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                                                                                                                     | <input type="checkbox"/> Town, City<br><input type="checkbox"/> 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 13<sup>th</sup> 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 13 <sup>th</sup> St.<br>Boulder, CO 80302      |
| 5703    | Singh            | 719-634-6331 | 720-288-8359                           | 1823 N Circle Dr.<br>Colorado Springs, CO 80909     |
| 5705    | Gandip           | 303-433-1815 | 720-695-2884                           | 4595 Pecos St.<br>Denver, CO 80211                  |
| 5707    | Natasha          | 970-247-0988 | 970-764-8866                           | 799 E College Dr.<br>Durango, CO 81301              |
| 5709    | Himala           | 970-352-8823 | 720-625-9879                           | 2603 8 <sup>th</sup> Ave.<br>Greeley, CO 80631      |
| 5723    | <del>Padam</del> | 303-651-3694 | 720-505-1525                           | 900 KEN. PLATT BL. Longmont Co                      |
| 5711    | Nirankar         | 970-352-8968 | 720-625-9879                           | 504 11 <sup>th</sup> Ave.<br>Greeley, CO 80631      |
| 5713    | Joyce            | 303-989-3863 | 720-394-5490                           | 1090 S Union Blvd.<br>Lakewood, CO 80228            |
| 5714    | Dilbag           | 303-989-7040 | 720-240-3858                           | 12015 W Cedar Dr.<br>Lakewood, CO 80226             |
| 5715    | Jim Garcia       | 970-264-5907 | Jim: 970-946-8286<br>Pat: 970-749-1492 | 300 E Pagosa St.<br>Pagosa Springs, CO 81147        |
| 5716    | Jan              | 303-841-0602 | 720-381-8589                           | 10610 S Longs Way<br>Parker, CO 80134               |
| 5717    | Prabesh          | 303-680-6901 | 720-862-8955                           | 17840 Cottonwood Dr.<br>Parker, CO 80134            |
| 5718    | Frank            | 970-785-6173 | 720-589-1484                           | 300 Justin Ave. PO Box 368<br>Platteville, CO 80651 |
| 5719    | Shanti           | 303-430-0058 | 720-250-6801                           | 7990 N Federal Blvd.<br>Westminster, CO 80030       |
| 5721    | Bijay            | 970-522-0404 | 303-396-2223                           | 303 N. 3 ST. STERLING, Co                           |
| 5720    | Sylvia           | 970-264-9507 |                                        | 450 Grand Ave., Del Norte, CO 81132                 |

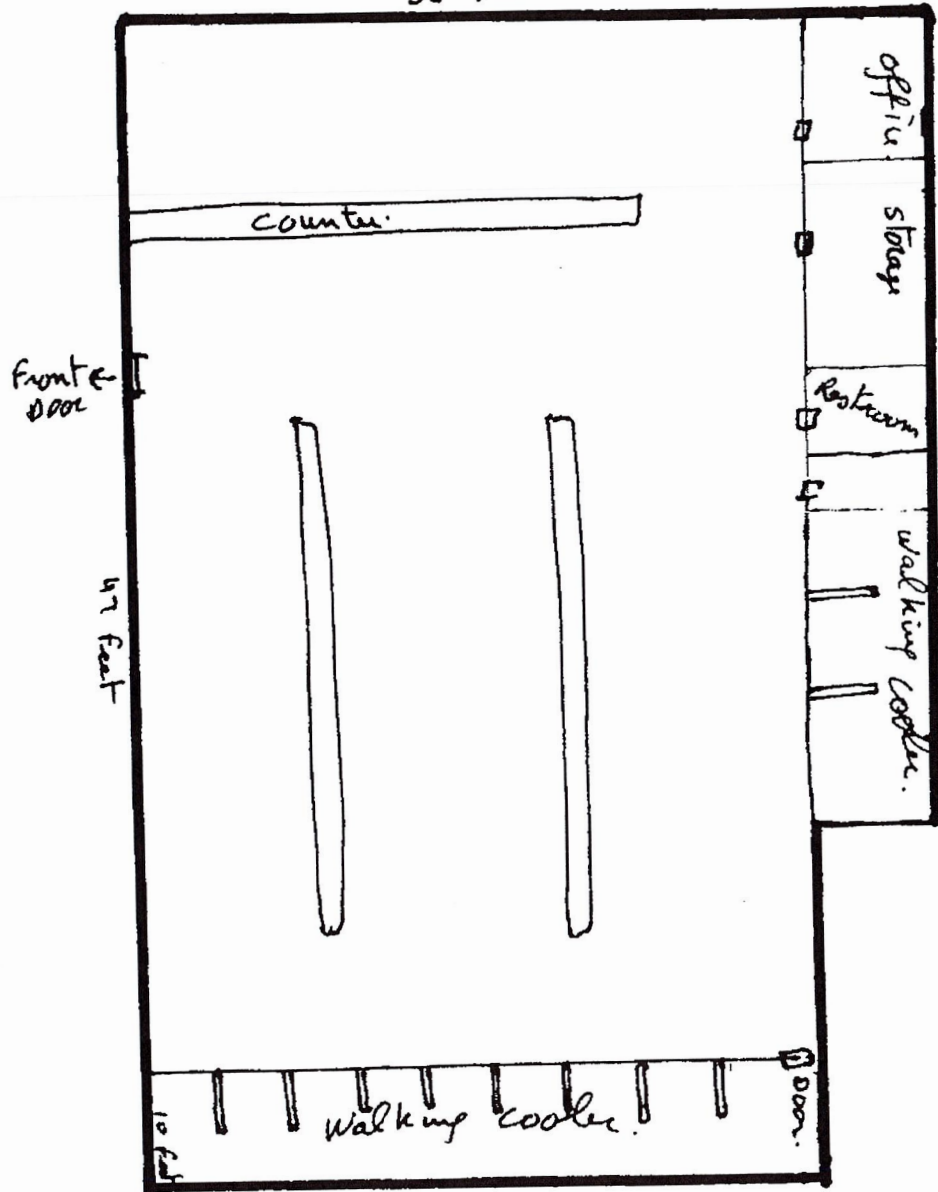
**Harbans S. Lali is an owner of the foregoing convenience stores**

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

DENVER AVE.

104. DENVER AVE.  
FORT LUTON. CO

35 feet.



HW 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

DR 40418 (06/11/14)

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,

A handwritten signature in black ink that reads "Patrick Maroney". The signature is written in a cursive, flowing style.

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

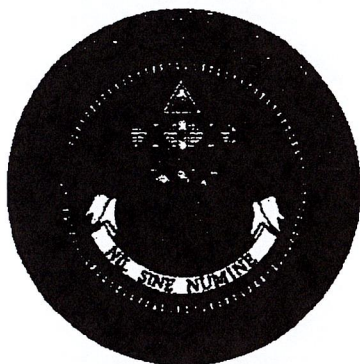
is a

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."*



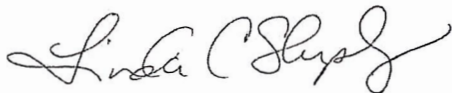
Colorado Community Media  
750 W. Hampden Ave. Suite 225  
Englewood, CO 80110

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 8/24/2023, 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 8/24/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-565152

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

#### Notice of Public Hearing

Notice is hereby given that the City of Fort Lupton City Council, acting as the Local Licensing Authority, has scheduled a public hearing on **September 5, 2023 at 6:00 p.m.** at City Hall, 130 S. McKinley Avenue, Fort Lupton, CO 80621. The public hearing is to consider an application for a new Fermented Malt Beverage and Wine liquor license for Everyday Stores LLC dba Everyday 5722 located at 104 Denver Ave., Fort Lupton, CO 80621. The application was deemed complete by the City Council on June 20, 2023. Harbans S. Lali, Member, 1360 W. 13th Ave. Broomfield, CO 80020.

Legal Notice No. FLP913  
First Publication: August 24, 2023  
Last Publication: August 24, 2023  
Publisher: Fort Lupton Press



# PUBLIC NOTICE

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. 13<sup>TH</sup> 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 **SEPTEMBER 05, 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 **SEPTEMBER 02, 2023**  
APP. FILED: 5-25-2023      POSTED: 8/23/2023





### **Upcoming Events**

|                   |                                                                                                  |
|-------------------|--------------------------------------------------------------------------------------------------|
| September 8, 2023 | 28 <sup>th</sup> Annual Trapper Days Golf Tournament                                             |
| September 9, 2023 | Tomato Festival Trapper Days                                                                     |
| October 14, 2023  | Pumpkinfest at the Fort, Historic Fort Lancaster,<br>2001 Historic Parkway, 3:00 p.m – 8:00 p.m. |