CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, October 3, 2023
6:00 PM
130 South McKinley Avenue

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

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

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. October 3, 2023 Accounts Payable

Consent Agenda - Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Councilmember so requests, in which case the item may be removed/moved from the Consent Agenda.

a. September 19, 2023 City Council Meeting Minutes

b. AM 2023-139 Accepting an Application and Approving a Resolution Establishing All of the City of Fort Lupton as the Neighborhood for the Application Submitted by The Bad Hatchet, LLC dba The Bad Hatchet for a Lodging and Entertainment License at 237 Denver Avenue and Setting a Public Hearing for November 7, 2023, for Consideration of the Application

c. AM 2023-144 Approving a Resolution Accepting an Amended Public Improvements Agreement with Sphere Renewables Manufacturing for the Extension of Water, Sewer, Storm, and Roadway

d. AM 2023-146 Accepting a Bid Proposal from Sweet Roofing to Provide Construction Observation and Reroof Buildings for the City of Fort Lupton for an Amount Not to Exceed $136,485.12, to be Paid Using CIRSA Proceeds

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 2023-140 Approving an Intergovernmental Agreement with Weld RE-8 Schools Concerning the Fair Contribution for New Residential Developments to Pay In-Lieu of Land Dedication for Future School Sites

b. AM 2023-141 Consideration of the Renewal Application for a Tavern Liquor License, by the City Council acting as the Local Licensing Authority, Submitted by Silvermoon LLC dba Silvermoon Bar and Café

Action Memorandum

a. AM 2023-142 Approving a Resolution Revising the Water and Sewer Infrastructure Investment Fee Schedule for 2024

b. AM 2023-143 Approving Change Order to Contract with Burns and McDonnell for Engineering Design Services for the Lift Station/Force Main to METRO Project Design for an Amount Not to Exceed $29,008.00 from the Sewer Enterprise Fund - Sewer Treatment Plant

c. AM 2023-145 Authorize Work Order to Jacobs (OMI) for CH2M Hill Engineers, Inc. for a Maximum Amount Not to Exceed $461,013.00 for Professional Engineering Services for Construction Management Services for the Water Treatment Plant Expansion Project, Allocated from the Utility Fund

Staff Reports

Mayor/Council Reports

Future City Events

a. October 3, 2023 Upcoming Events

Upcoming Meetings

a. October 10, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
October 17, 2023 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
October 21, 2023 Budget Retreat, City Hall, 130 S. McKinley Ave. 9:00 a.m.
October 31, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Check Report

City of Fort Lupton

By Check Number

Date Range: 09/20/2023 - 10/03/2023

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: Golf Course-Golf Course							
000974	ALARM DETECTION SYSTEMS, INC.		09/26/2023	Regular	0.00	159.14	86159
870192-1081	Invoice	09/10/2023	GOLF-SECURITY MONITORING-PRO..		0.00	159.14	
000160	BREAKTHRU BEVERAGE COLORADO		09/26/2023	Regular	0.00	577.92	86160
112145449	Invoice	09/14/2023	GOLF-BEVERAGES-PRO SHOP		0.00	577.92	
002853	BUCKEYE CLEANING CENTER		09/26/2023	Regular	0.00	280.30	86161
90526181	Invoice	09/05/2023	GOLF-JANITORIAL SUPPLIES-PRO ...		0.00	280.30	
002723	EAGLE ROCK COMPANY OF COLO		09/26/2023	Regular	0.00	641.47	86162
11731564	Invoice	09/18/2023	GOLF-BEVERAGES-PRO SHOP		0.00	269.00	
11735058	Invoice	09/18/2023	GOLF-BEVERAGES-PRO SHOP		0.00	134.75	
11735080	Invoice	09/18/2023	GOLF-BEVERAGES-PRO SHOP		0.00	237.72	
000567	HIGH COUNTRY BEVERAGE CORP		09/26/2023	Regular	0.00	547.20	86163
W-6522225	Credit Memo	09/01/2023	GOLF-BEVERAGES-PRO SHOP		0.00	-90.00	
W-6566412	Credit Memo	09/01/2023	GOLF-BEVERAGES-PRO SHOP		0.00	-60.00	
W-6600435	Credit Memo	09/11/2023	GOLF-BEVERAGES-PRO SHOP		0.00	-60.00	
W-6603431	Invoice	09/18/2023	GOLF-BEVERAGES-PRO SHOP		0.00	531.60	
W-6605880	Invoice	09/14/2023	GOLF-BEVERAGES-PRO SHOP		0.00	225.60	
000736	LOCKETT REFRIGERATION, LLC		09/26/2023	Regular	0.00	393.99	86164
06817	Invoice	09/01/2023	GOLF-ICE MACHINE REPAIR-PRO ...		0.00	393.99	
001724	NEXBELTS, LLC		09/26/2023	Regular	0.00	406.29	86165
365123	Invoice	09/11/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	406.29	
000944	REPUBLIC NATIONAL DISTRIBUTING CC		09/26/2023	Regular	0.00	194.75	86166
7203753	Invoice	09/13/2023	GOLF-BEVERAGES-PRO SHOP		0.00	194.75	
000991	SCNS SPORTS FOODS INC		09/26/2023	Regular	0.00	261.60	86167
195726	Invoice	09/01/2023	GOLF-SNACKS-PRO SHOP		0.00	72.80	
197040	Invoice	09/01/2023	GOLF-SNACKS-PRO SHOP		0.00	94.40	
198023	Invoice	09/05/2023	GOLF-SNACKS-PRO SHOP		0.00	94.40	
000999	SHAMROCK FOODS COMPANY		09/26/2023	Regular	0.00	4,932.37	86168
28746874	Invoice	09/01/2023	GOLF-FOOD/PACKAGING-PRO SH...		0.00	1,344.20	
28892200	Invoice	09/14/2023	GOLF-FOOD/PACKAGING-PRO SH...		0.00	1,137.05	
28901908	Invoice	09/18/2023	GOLF-FOOD/PACKAGING-PRO SH...		0.00	2,050.14	
28901909	Invoice	09/18/2023	GOLF-FOOD/PACKAGING-PRO SH...		0.00	400.98	
001022	SOUTHERN GLAZER'S OF CO		09/26/2023	Regular	0.00	524.10	86169
3220179	Invoice	09/13/2023	GOLF-BEVERAGES-PRO SHOP		0.00	524.10	
001052	SWIRE COCA-COLA, USA		09/26/2023	Regular	0.00	357.60	86170
37612719011	Invoice	09/15/2023	GOLF-BEVERAGES-PRO SHOP		0.00	357.60	
001963	WASTE CONNECTIONS OF COLO, INC		09/26/2023	Regular	0.00	606.57	86171
7274777V311	Invoice	09/18/2023	GOLF-OCT23 TRASH SRVC-PRO S...		0.00	378.94	
7274778V311	Invoice	09/18/2023	GOLF-OCT23 TRASH SRVC-MAINT		0.00	227.63	
001207	WESTERN DISTRIBUTING INC		09/26/2023	Regular	0.00	181.60	86172
758817	Invoice	09/01/2023	GOLF-BEVERAGES-PRO SHOP		0.00	181.60	
000028	ACUSHNET COMPANY		10/03/2023	Regular	0.00	262.93	86173
915824004	Invoice	09/01/2023	GOLF-SUPPLIES-GOLF		0.00	262.93	
000044	AGFINITY INC		10/03/2023	Regular	0.00	4,553.69	86174

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
I73217	Invoice	09/22/2023	GOLF-SUPPLIES-GOLF		0.00	3,052.56	
I73218	Invoice	09/22/2023	GOLF-SUPPLIES-GOLF		0.00	1,501.13	
000106	ASTRAL COMMUNICATIONS INC		10/03/2023	Regular	0.00	750.00	86175
231215	Invoice	09/18/2023	GOLF-PORTABLE RADIO KIT-PRO …		0.00	750.00	
000307	COMCAST CABLE COMM, LLC		10/03/2023	Regular	0.00	49.12	86176
0025494 OCT …	Invoice	09/18/2023	GOLF-CABLE-GOLF		0.00	49.12	
002723	EAGLE ROCK COMPANY OF COLO		10/03/2023	Regular	0.00	171.30	86177
11774483	Invoice	09/25/2023	GOLF-SUPPLIES-GOLF		0.00	171.30	
000512	FUZION FIELD SERVICES LLC		10/03/2023	Regular	0.00	255.75	86178
307785	Invoice	09/21/2023	GOLF-RENTAL-GOLF		0.00	255.75	
000567	HIGH COUNTRY BEVERAGE CORP		10/03/2023	Regular	0.00	871.20	86179
W-6611831	Invoice	09/25/2023	GOLF-SUPPLIES-GOLF		0.00	871.20	
003311	LINKSOUL, LLC		10/03/2023	Regular	0.00	939.33	86180
269126	Invoice	09/14/2023	GOLF-SUPPLIES-GOLF		0.00	939.33	
000768	MASEK GOLF CAR OF COLORADO		10/03/2023	Regular	0.00	628.27	86181
01-82807	Invoice	09/25/2023	GOLF-SUPPLIES-GOLF		0.00	628.27	
000865	OFFICE DEPOT		10/03/2023	Regular	0.00	52.13	86182
330461946001	Invoice	09/08/2023	GOLF-SUPPLIES-GOLF		0.00	52.13	
000862	O'REILLY AUTO PARTS		10/03/2023	Regular	0.00	122.11	86183
4489-485910	Invoice	09/13/2023	GOLF-SUPPLIES-GOLF		0.00	41.25	
4489-488486	Invoice	09/25/2023	GOLF-SUPPLIES-GOLF		0.00	16.78	
4489-488565	Invoice	09/25/2023	GOLF-SUPPLIES-GOLF		0.00	64.08	
000999	SHAMROCK FOODS COMPANY		10/03/2023	Regular	0.00	1,463.94	86184
28911406	Invoice	09/21/2023	GOLF-SUPPLIES-GOLF		0.00	1,463.94	
001052	SWIRE COCA-COLA, USA		10/03/2023	Regular	0.00	474.31	86185
37723673005	Invoice	09/22/2023	GOLF-SUPPLIES-GOLF		0.00	474.31	
002812	THE HUNTINGTON NATIONAL BANK		10/03/2023	Regular	0.00	10,678.08	86186
8518293	Invoice	09/16/2023	GOLF-SUPPLIES-GOLF		0.00	10,678.08	
001594	WILBUR-ELLIS COMPANY LLC		10/03/2023	Regular	0.00	2,115.68	86187
16066780	Invoice	09/13/2023	GOLF-SUPPLIES-GOLF		0.00	2,115.68	
001224	XCEL ENERGY-GAS		10/03/2023	Regular	0.00	156.48	86188
845627937	Invoice	09/20/2023	GOLF-GAS-GOLF		0.00	156.48	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	45	30	0.00	33,609.22
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
	45	**30**	**0.00**	**33,609.22**

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: Pooled Cash-Pooled Cash							
003388	ANDREA SANCHEZ		09/23/2023	Regular	0.00	60.00	101067
092323	Invoice	09/23/2023	GF-BABYSITTER APPRECIATION DI…		0.00	60.00	
000031	ADAMSON POLICE PRODUCTS		09/26/2023	Regular	0.00	34.33	101068
INV402162	Invoice	09/11/2023	GF-SUPPLIES-PD		0.00	34.33	
003386	AED BRANDS LLC		09/26/2023	Regular	0.00	2,067.64	101069
149817	Invoice	09/06/2023	REC-AED SYSTEM		0.00	2,067.64	
000040	AFLAC		09/26/2023	Regular	0.00	3,184.52	101070
208471	Invoice	09/11/2023	GF-SEP23 SUPPLEMENTAL INS.-HR		0.00	3,184.52	
002941	AMERITAS LIFE INSURANCE CORP		09/26/2023	Regular	0.00	8,150.16	101071
010-57637-01 …	Invoice	10/01/2023	GF-DENTAL INS FOR OCT23-HR		0.00	7,177.92	
010-57637-02 V…	Invoice	10/01/2023	GF-VISION INS OCT23-HR		0.00	933.96	
010-57637-98 …	Invoice	10/01/2023	GF-COBRA DENTAL INS OCT23-HR		0.00	33.28	
010-57637-99 V…	Invoice	10/01/2023	GF-COBRA VISION OCT23-HR		0.00	5.00	
003383	ASHLEY CALDWELL		09/26/2023	Regular	0.00	604.73	101072
091323	Invoice	09/13/2023	GF-MILEAGE REIMBURSEMENT-HR		0.00	604.73	
002161	BOX INC		09/26/2023	Regular	0.00	4,024.10	101073
INV11281927	Invoice	09/19/2023	Additional Licenses for Box (30)		0.00	4,024.10	
003385	BRIGHTON YOUTH BASEBALL ASSOCIA		09/26/2023	Regular	0.00	3,200.00	101074
091223	Invoice	09/12/2023	CPR-BASEBALL UMPIRE FEES-ATHL		0.00	3,200.00	
002122	BURNS & MCDONNELL ENGINEERING C		09/26/2023	Regular	0.00	21,610.12	101075
139581-20	Invoice	09/21/2023	UF-Left Station & Metro Line Design-…		0.00	1,409.94	
160868-2	Invoice	09/14/2023	UF-ELEVATED TANK DESIGN-WAT…		0.00	20,200.18	
000239	CITY OF FORT LUPTON		09/26/2023	Regular	0.00	135.00	101076
092123	Invoice	09/21/2023	GF-RESTITUTION CR#23FP00341-C…		0.00	135.00	
003384	CITY OF LOVELAND		09/26/2023	Regular	0.00	35.00	101077
091223	Invoice	09/12/2023	GF-CML DISTRICT 2 FALL MEETING…		0.00	35.00	
002651	COLORADO COMMUNITY MEDIA		09/26/2023	Regular	0.00	295.88	101078
95453	Invoice	09/15/2023	GF-PUBLIC NOTICES		0.00	295.88	
000307	COMCAST CABLE COMM, LLC		09/26/2023	Regular	0.00	151.00	101079
0124495 SEP23	Invoice	09/01/2023	CPR-CABLE-COM CTR		0.00	151.00	
001517	CORE&MAIN LP		09/26/2023	Regular	0.00	1,397.70	101080
T510444	Invoice	09/01/2023	SD-PIPE/CPLG STRONGBACK-ST DR		0.00	1,397.70	
003390	DAVID RAUSCH		09/26/2023	Regular	0.00	188.64	101081
092023	Invoice	09/20/2023	GF-MILEAGE REIMBURSEMENT-PW		0.00	188.64	
000454	FARIS MACHINERY COMPANY		09/26/2023	Regular	0.00	214.73	101082
A16969	Invoice	09/08/2023	GF-BUSHING BROOM ARM-STREE…		0.00	214.73	
002821	FIESTA TIME INC		09/26/2023	Regular	0.00	1,495.00	101083
5508	Invoice	09/08/2023	GF-TRAPPER DAYS RENTAL-GF		0.00	1,495.00	
000616	J & T CONSULTING INC		09/26/2023	Regular	0.00	7,805.45	101084
2855	Invoice	09/19/2023	Water Engineering Services		0.00	7,805.45	
003061	JACQUELINE CHAVEZ		09/26/2023	Regular	0.00	874.82	101085
091323	Invoice	09/13/2023	GF-MILEAGE/HOTEL REIMBURSEM…		0.00	874.82	
003389	JOE BRNAK		09/26/2023	Regular	0.00	1,300.00	101086
108	Invoice	09/01/2023	GF-STONE CLEANING/PAINTING-P…		0.00	1,300.00	
000735	LL JOHNSON DISTRIBUTING		09/26/2023	Regular	0.00	2,417.47	101087

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
1150962-00	Invoice	09/01/2023	GF-WALL CONTROLLER/OUTPUT B…		0.00	1,969.40	
1150962-01	Invoice	09/01/2023	GF-OUTPUT BOARD-PARKS		0.00	397.80	
1153530-01	Invoice	09/07/2023	GF-MP ROTATOR-PARKS		0.00	50.27	
003164	LONGMONT AUTO BODY & GLASS		09/26/2023	Regular	0.00	2,107.45	101088
3249	Invoice	09/01/2023	GF-REPAIRS-GF		0.00	2,107.45	
000745	LOUIS A GRESH		09/26/2023	Regular	0.00	1,600.00	101089
SEP 2023	Invoice	09/21/2023	GF-SEP23 ARRAIGNMENT DOCKET…		0.00	1,600.00	
002195	MINUTEMAN PRESS		09/26/2023	Regular	0.00	516.85	101090
38155	Invoice	09/01/2023	GF-ENVELOPES-ADMIN		0.00	165.11	
38904	Invoice	09/01/2023	GF-BUSINESS CARDS-PD		0.00	111.60	
38941	Invoice	09/01/2023	GF-ENVELOPES-FIN		0.00	240.14	
000865	OFFICE DEPOT		09/26/2023	Regular	0.00	1,875.00	101091
326077913001	Invoice	09/01/2023	GF-PAPER-ADMIN		0.00	1,875.00	
000862	O'REILLY AUTO PARTS		09/26/2023	Regular	0.00	7.63	101092
4489-484889	Invoice	09/08/2023	GF-V BELT-PARKS		0.00	7.63	
003376	OUTPUT SERVICES, INC.		09/26/2023	Regular	0.00	696.02	101093
INV118390	Invoice	09/20/2023	GF-EYE ON WATER LETTERS-UB		0.00	696.02	
001943	PINNACOL ASSURANCE		09/26/2023	Regular	0.00	1,000.00	101094
21427636	Invoice	09/14/2023	GF-DEDUCTIBLES-		0.00	1,000.00	
000916	PRAIRIE MOUNTAIN MEDIA		09/26/2023	Regular	0.00	1,832.00	101095
0000358478	Invoice	09/01/2023	CPR-FALL BROCHURE PRINTING-C…		0.00	1,832.00	
003382	QUETZALCOATL AZTEC DANCE FUSION		09/26/2023	Regular	0.00	800.00	101096
091423	Invoice	09/14/2023	GF-PUMPKINFEST 2023-COM EVEN…		0.00	800.00	
000932	R & M SERVICES		09/26/2023	Regular	0.00	302.37	101097
10775	Invoice	09/01/2023	GF-TIRE REPAIR-PD		0.00	10.00	
10777	Invoice	09/14/2023	GF-OIL CHANGE-PD		0.00	292.37	
003150	REDI SERVICES, LLC		09/26/2023	Regular	0.00	5,860.00	101098
0000027653	Invoice	09/01/2023	GF-JUL23 PORTABLE RESTROOM …		0.00	500.00	
0000027654	Invoice	09/01/2023	GF-JUL23 PORTABLE RESTROOM …		0.00	250.00	
0000027655	Invoice	09/01/2023	CEM-JUL23 PORTABLE RESTROOM…		0.00	250.00	
0000027656	Invoice	09/01/2023	CPR-JUL23 PORTABLE RESTROOM…		0.00	1,680.00	
0000027657	Invoice	09/01/2023	GF-JUL23 PORTABLE RESTROOM …		0.00	250.00	
0000027658	Invoice	09/01/2023	GF-JUL23 PORTABLE RESTROOM …		0.00	250.00	
0000030946	Invoice	09/01/2023	GF-AUG23 PORTABLE RESTROOM …		0.00	400.00	
0000030947	Invoice	09/01/2023	GF-AUG23 PORTABLE RESTROOM …		0.00	200.00	
0000030949	Invoice	09/01/2023	CPR-AUG23 PORTABLE RESTROOM…		0.00	1,680.00	
0000030950	Invoice	09/01/2023	GF-AUG23 PORTABLE RESTROOM …		0.00	200.00	
0000030951	Invoice	09/01/2023	GF-AUG23 PORTABLE RESTROOM …		0.00	200.00	
003155	SHIRTS BY CHA LLC		09/26/2023	Regular	0.00	226.50	101099
2336	Invoice	09/14/2023	GF-PLAQUE,CLOCK,DISPLAY,ART…		0.00	226.50	
003297	SWEET PEA CLEANING, LLC		09/26/2023	Regular	0.00	1,360.00	101100
8040	Invoice	09/01/2023	REC-SEP23 CLEANING SERVICES		0.00	1,360.00	
001072	THE ANTIGUA GROUP INC		09/26/2023	Regular	0.00	1,350.41	101101
AIN-3797387	Invoice	09/16/2023	GF-EMPLOYEE HOODIES-CITY ADM…		0.00	1,350.41	
001137	UNITED POWER		09/26/2023	Regular	0.00	318.84	101102
10213507 SEP…	Invoice	09/15/2023	GF-AUG23 1200 DEXTER-FAC		0.00	318.84	
003160	UNITEDHEALTHCARE INSURANCE COM		09/26/2023	Regular	0.00	104,278.83	101103
259038939455	Invoice	10/01/2023	GF-OCT23 HEALTH INSURANCE-HR		0.00	104,278.83	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
001174	WAGNER EQUIPMENT CO.		09/26/2023	Regular	0.00	907.10	101104
S09W0889563	Invoice	09/07/2023	GF-HYDRAULIC SYSTEM REPAIR-S…		0.00	907.10	
001963	WASTE CONNECTIONS OF COLO, INC		09/26/2023	Regular	0.00	1,184.68	101105
7274771V311	Invoice	09/18/2023	Waste Connections		0.00	133.59	
7274772V311	Invoice	09/18/2023	Waste Connections		0.00	193.79	
7274773V311	Invoice	09/18/2023	Waste Connections		0.00	345.72	
7274774V311	Invoice	09/18/2023	Waste Connections		0.00	64.78	
7274775V311	Invoice	09/18/2023	Waste Connections		0.00	113.30	
7275317V311	Invoice	09/18/2023	Waste Connections		0.00	187.12	
7275739V311	Invoice	09/18/2023	Waste Connections		0.00	146.38	
002173	WATER TECHNOLOGY GROUP		09/26/2023	Regular	0.00	124,299.66	101106
5565426	Invoice	09/20/2023	UF-POTABLE PUMP STATION REH…		0.00	124,299.66	
001201	WELD COUNTY SCH DIST RE8		09/26/2023	Regular	0.00	1,000.00	101107
20240006	Invoice	09/07/2023	CPR-VOLLEYBALL NET DONATION-…		0.00	1,000.00	
002660	WHITESIDE'S BOOTS AND CLOTHING		09/26/2023	Regular	0.00	119.99	101108
434534	Invoice	09/01/2023	GF-BOOTS-FAC		0.00	119.99	
002266	COLORADO PAVING INC		09/21/2023	Regular	0.00	382,865.65	101109
2023-01/1	Invoice	09/21/2023	SST-HARRISON FROM 4TH-9TH-ST…		0.00	382,865.65	
000034	ADT SECURITY SYSTEM		10/03/2023	Regular	0.00	151.47	101110
50576495 OCT…	Invoice	09/01/2023	REC-OCT23 SECURITY MONITORI…		0.00	151.47	
003393	AMBER SCOTT		10/03/2023	Regular	0.00	65.00	101111
2007316	Invoice	09/19/2023	REC-BASKETBALL REFUND		0.00	65.00	
002973	BOOTBARN INC		10/03/2023	Regular	0.00	139.47	101112
INV00298953	Invoice	09/25/2023	GF-SUPPLIES-SHOP		0.00	139.47	
002835	BRANDING BY BRE		10/03/2023	Regular	0.00	3,100.00	101113
1218	Invoice	10/01/2023	GF-OCT23 SOCIAL MEDIA MANAG…		0.00	3,100.00	
000230	CINTAS FIRST AID & SAFETY		10/03/2023	Regular	0.00	420.08	101114
5175643416	Invoice	09/15/2023	REC-FIRST AID SUPPLIES		0.00	420.08	
000232	CIRSA		10/03/2023	Regular	0.00	1,000.00	101115
231833	Invoice	09/14/2023	GF-PC6019934-1 PD DEDUCTIBLE-M…		0.00	1,000.00	
000267	COLONIAL LIFE		10/03/2023	Regular	0.00	105.96	101116
781682010011…	Invoice	10/01/2023	GF-OCT23 SUPPLEMENTAL INS-HR		0.00	105.96	
000306	COMCAST BUSINESS		10/03/2023	Regular	0.00	2,733.65	101117
182529448	Invoice	09/15/2023	Comcast Phones		0.00	2,733.65	
000307	COMCAST CABLE COMM, LLC		10/03/2023	Regular	0.00	279.25	101118
0117309 OCT23	Invoice	09/14/2023	REC-CABLE/MUSIC		0.00	279.25	
003395	DAVID - CYNTHIANN GLARDON		10/03/2023	Regular	0.00	1,500.00	101119
09272023	Invoice	09/27/2023	UF-HYDRANT METER DEP REFUND…		0.00	1,500.00	
000513	G & G EQUIPMENT		10/03/2023	Regular	0.00	323.98	101120
142177	Invoice	09/20/2023	GF-TIRES-PARKS		0.00	323.98	
002222	GREELEY LOCK & KEY		10/03/2023	Regular	0.00	8,609.88	101121
0000021415	Invoice	09/01/2023	GF-CITY HALL ENTRY DOOR-MISC		0.00	8,609.88	
001881	HALO BRANDED SOLUTIONS INC		10/03/2023	Regular	0.00	5,988.90	101122
2023000150622	Invoice	09/07/2023	GF-SUPPLIES-CITY ADMIN		0.00	852.05	
2023000153288	Invoice	09/12/2023	GF-SUPPLIES-CITY ADMIN		0.00	1,100.80	
2023000162786	Invoice	09/26/2023	GF-SUPPLIES-CITY ADMIN		0.00	4,036.05	
003325	HEALTHY START CHILD CARE HEALTH (		10/03/2023	Regular	0.00	137.00	101123

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
4	Invoice	09/15/2023	REC-MONTHLY NURSE CONSULTAT.		0.00	137.00	
000691	KONE INC		10/03/2023	Regular	0.00	140.80	101124
871139212	Invoice	09/01/2023	REC-ELEVATOR MAINTENANCE		0.00	140.80	
003392	MARISA ASHMORE		10/03/2023	Regular	0.00	130.00	101125
2007315	Invoice	09/19/2023	REC-SHELTER RENTAL REFUND		0.00	130.00	
003394	MARISA BRANDT		10/03/2023	Regular	0.00	33.94	101126
092223	Invoice	09/22/2023	GF-RETURNED PAYROLL ACH #341…		0.00	33.94	
003316	MIGUEL IRAOLA		10/03/2023	Regular	0.00	600.00	101127
09202023	Invoice	09/20/2023	GF-SEP23 TRANSLATION SRVCS-C…		0.00	600.00	
000857	NORTHERN WATER		10/03/2023	Regular	0.00	167,990.70	101128
ID 1730	Invoice	09/21/2023	UF-2024 CBT ASSES-WATER		0.00	167,990.70	
000862	O'REILLY AUTO PARTS		10/03/2023	Regular	0.00	26.99	101129
4489-487209	Invoice	09/19/2023	GF-SEALANT-PARKS		0.00	26.99	
002969	POLARIZED WATER SOLUTIONS LLC		10/03/2023	Regular	0.00	223,200.00	101130
1	Invoice	09/26/2023	UF-NON-POT PUMPHOUSE RETROF..		0.00	223,200.00	
000928	PUSH-PEDAL-PULL		10/03/2023	Regular	0.00	320.00	101131
367574	Invoice	09/18/2023	REC-CYCLE BIKES REPAIR		0.00	320.00	
003150	REDI SERVICES, LLC		10/03/2023	Regular	0.00	600.00	101132
204844	Invoice	09/14/2023	GF-PORTABLE RESTROOMS TRAP…		0.00	600.00	
003396	RHONDA SNYDER		10/03/2023	Regular	0.00	47.25	101133
092723	Invoice	09/01/2023	GF-FTR RECORDINGS-PD		0.00	47.25	
001101	TODD HODGES DESIGN, LLC		10/03/2023	Regular	0.00	11,960.00	101134
3552	Invoice	09/25/2023	GF-PLANNING SRVCS 9/11-9/24/23-…		0.00	11,960.00	
001224	XCEL ENERGY-GAS		10/03/2023	Regular	0.00	224.80	101135
846000594	Invoice	09/22/2023	GF-CITY HALL/PLANNING GAS SRVC		0.00	224.80	
000119	BANK OF COLORADO		09/22/2023	Bank Draft	0.00	6,436.44	DFT0002255
INV0001461	Invoice	09/22/2023	HSA DISTRIBUTION		0.00	6,436.44	
000119	BANK OF COLORADO		09/22/2023	Bank Draft	0.00	910.83	DFT0002256
INV0001462	Invoice	09/22/2023	HSA DISTRIBUTION		0.00	910.83	
001416	VALIC_1		09/22/2023	Bank Draft	0.00	48,517.64	DFT0002257
INV0001463	Invoice	09/22/2023	VALIC - 457(b) $ Contributions		0.00	48,517.64	
001265	IRS		09/22/2023	Bank Draft	0.00	80,327.66	DFT0002258
INV0001464	Invoice	09/22/2023	Federal Withholding		0.00	80,327.66	
001418	CO DEPARTMENT OF REVENUE		09/22/2023	Bank Draft	0.00	14,289.00	DFT0002259

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
INV0001465	Invoice	09/22/2023	CO Withholding		0.00	14,289.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	96	69	0.00	1,123,584.39
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	150,481.57
EFT's	0	0	0.00	0.00
	101	**74**	**0.00**	**1,274,065.96**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	141	99	0.00	1,157,193.61
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	150,481.57
EFT's	0	0	0.00	0.00
	146	**104**	**0.00**	**1,307,675.18**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	9/2023	854,301.74
999	POOLED CASH/CONSOLIDATED CASH	10/2023	453,373.44
			1,307,675.18

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 19, 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, September 19, 2023. Mayor Zo Hubbard called the meeting to order at 6:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

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

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

PERSONS TO ADDRESS COUNCIL

There was no one to address the Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the September 19, 2023, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

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

- September 5, 2023 City Council Meeting Minutes
- Approve the 2023 Colorado Big Thompson assessment from Northern Colorado Water Conservancy District for an amount not to exceed $167,990.70 (AM 2023-133)
- Accepting the 2024 CIRSA Property Casualty, Renewal Quotation Estimated to be $537,446.36 (AM 2023-134)
- Approve Resolution 2023R030 FOR AN INTERGOVERNMENTAL AGREEMENT FOR THE WELD COUNTY ON-DEMAND TRANSIT PROGRAM TO OPERATE IN THE CITY OF FORT

LUPTON TO PROVIDE SERVICE FOR RESIDENTS OF THE CITY (AM 2023-137)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2023-135 Award of Contract to Burns and McDonnell for Engineering Services for Owner Engineering and Resident Project Representative for the Lift Station/Force Main to METRO Project Design for an Amount Not to Exceed $1,218,877.00 from the Sewer Enterprise Fund - Sewer Treatment Plant

The Request for Qualifications (RFQ) was advertised August 13, 2021 and selection of consultant following the requirements of the Brooks Act (40 U.S.C. 1101). Burns McDonnell was awarded the contract November 2, 2021 for the design and permitting of the METRO Lift Station and Force Main. The design is completed and currently under review by the United States Department of Agriculture (USDA).

We are pursuing a USDA Rural Development loan. The USDA standard engineering agreement has been used and the version being presented has been approved by USDA staff. The Resident Project Representative (RPR) portion is a requirement for USDA funding. Burns and McDonnel is subcontracting the RPR services through Inberg-Miller Engineers. The agreement includes an expected 24-month construction period. The Owner-Engineer portion cost is $526,428.00 and the RPR cost is $692,449.00, for a total engineering services agreement of $1,218,877.00. An additional contracted amount of $52,567.00 is included in the agreement which will be reimbursed by USDA for the additional services contracted with Burns and McDonnell for the extra work related to the USDA funding requirements.

We are expecting to go out for bid this fall and start construction on the force main.

It was moved by Bruce Fitzgerald and seconded by Claud Hanes to Award Contract to Burns and McDonnell for Engineering Services for Owner Engineering and Resident Project Representative for the Lift Station/Force Main to METRO Project Design for an Amount Not to Exceed $1,218,877.00 from the Sewer Enterprise Fund - Sewer Treatment Plant. Motion passed unanimously on roll call vote.

AM 2023-136 Approve Change Order Number 5 to Contract Agreement with Colorado Paving Inc. for College Ave/9th St. Repaving Project for an Amount Not to Exceed $43,754.80 from the Street Sales Tax Fund - Patching & Crack Sealing Budget

The current contract agreement with Colorado Paving Inc. was executed May 21, 2021 and was awarded $2,172,394.50 to cover portions of the overall project as bid. Items that were deleted from the overall project included curb and gutter along College Avenue, sidewalks along 9th Street and half the pavement section for College Avenue. Change Order No. 1 was issued on October 19, 2021 to modify elements for priority. The College Avenue paving was deleted and curb and gutter and sidewalk were added back for 9th Street. Change Order No. 2 restored all elements of the 9th St. and College Ave. to complete the as bid project. Additionally, the south end of College was added to provide connection to Highway 52 and restore the originally constructed, 20-year old pavement. Total project cost is $1,357,577.35. Change Order No. 3 was required to compensate the contractor for additional surcharges imposed by material suppliers and additional work orders in contingency for unforeseen utility conflicts. Change Order 4 revised unit item costs based on bid for Harrison Project.

Change Order 5 is needed to accommodate additional asphalt and excavation to repair soft soils. Remaining items in the construction project include pavement striping. Project will be completed in September.

It was moved by Chris Ceretto and seconded by Claud Hanes to approve Change Order Number 5 to Contract Agreement with Colorado Paving Inc. for College Ave/9th St. Repaving Project for an Amount Not to Exceed $43,754.80 from the Street Sales Tax Fund - Patching & Crack Sealing Budget. Motion passed unanimously on roll call vote.

AM 2023-138 A Motion to Direct the City of Fort Lupton Planning Department to File the Local Government Affordable Housing Commitment in Order to Participate in Funding Programs Associated with Proposition 123 – Colorado Statewide Affordable Housing Fund (Prop 123-C.R.S. 29-32-101 – 29-32-106)

Prop 123 created the State Affordable Housing Fund which will provide funding for affordable housing programs in Colorado. Municipalities and counties can opt in to this program if they so choose. In order for affordable housing development projects within the city to be eligible for funding provided through Prop 123, Fort Lupton must file a commitment with the Colorado Department of Housing (DOH). This commitment establishes affordable housing cost limits for the City along with the current/baseline number of affordable housing units in Fort Lupton, which the City intends to increase by no less than three percent each year for three years, totaling nine percent by the end of 2026. If this targeted growth is not met, the City would be ineligible for funding for Year 4 (2027) and could make a new 2-year commitment in Year 5 (2028). Additional requirements for the commitment could come after the initial 3-year period.

The baseline (upon which the commitment to increase affordable housing stock growth is measured) is established through a calculation that considers median income and the cost of available units. Municipalities have flexibility in which median income and economic variables they use/adjust to make their baseline calculation. Staff believes that housing costs and income for Weld County most closely reflects current housing and economic conditions within the city.

The data used for Weld County was collected from the U.S. Census Bureau's American Community Survey (ACS).

Once a commitment is filed and accepted, new individual projects can pursue funding through a variety of programs established by Prop 123. Entities that can apply for loans and grants include the City of Fort Lupton, regional non-profits, private developers, individuals, and others. Although some details of the funding programs are currently unclear, there will surely be additional guidance as the program matures. The City and Planning Staff do not have ultimate authority to approve or reject funding applied for through Prop 123. However, State agencies have provided assurances that the City would be consulted during the application process, and any concerns expressed by Fort Lupton would need to be addressed by the applicant.

If the City intends to file a commitment, the deadline is November 1, 2023.

It was moved by Carlos Barron and seconded by Bruce Fitzgerald to approve a Motion to Direct the City of Fort Lupton Planning Department to File the Local Government Affordable Housing Commitment in Order to Participate in Funding Programs Associated with Proposition 123 – Colorado Statewide Affordable Housing Fund (Prop 123-C.R.S. 29-32-101 – 29-32-106). Motion passed unanimously on roll call vote.

STAFF REPORTS

Roy Vestal, Public Works Director, reported that the Harrison repaving project is proceeding. They are hoping to get asphalt laid before the snow flies. Most of the sidewalk and curb is in. However, they had to stop work on the sidewalk due to work being completed on the light pole. Mr. Vestal also reported that as of last week the centrifuge at the waste water treatment plant is not operational. They are working on getting a rental unit out to correct the issue. Councilmember bruce Fitzgerald asked Mr. Vestal if the sidewalk on 1st between Pacific and Harrison is included in the project. Mr. Vestal responded stating that it is not included.

Todd Hodges, Planning Director, reported that the Business Resource Fair was a success. 14 organizations came and over 80 participants attended.

Chris Cross, City Administrator, reported that his son applied to be on City Council in school and he got the position.

MAYOR/COUNCIL REPORTS

Councilmember Valerie Blackston reported she is excited to see that a speed trailer has been placed on North Denver Avenue. She also mentioned that there is a lack of speed posted signs on the road since there is only one posted at 4th and Denver and the next one isn't until you reach Country Road 14 ½.

Mayor Zo Hubbard, reported that her and Valerie road in the Fort Lupton High School Homecoming Parade. She stated that it was a bit disjointed as traffic was trying to drive south bound as the parade was going north bound. A better job needs to be done to ensure road closures are enforced. However, overall it was a good time and they threw out a lot of candy.

FUTURE CITY EVENTS

October 5, 2023	Fall Clean-Up Day, Curbside Pick-Up for Seniors and Disabled Citizens. Deadline to schedule pick-up is October 3, 2023.
October 7, 2023	Fall Clean-Up Day, 8:00 a.m. – 12:00 p.m. Public Works Shop, 800 12th Street
October 14, 2023	Pumpkinfest at the Fort, Historic Fort Lancaster, 2001 Historic Parkway, 3:00 p.m. – 8:00 p.m.

UPCOMING MEETINGS

September 12, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
October 3, 2023 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
October 10, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
October 17, 2023 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
October 21, 2023 Budget Retreat, City Hall, 130 S. McKinley Ave. 9:00 a.m.

ADJOURNMENT

The meeting adjourned at 6:21 p.m.

Submitted by,

____
Maricela Peña, City Clerk

Approved by City Council,

____
Zo Hubbard, Mayor

City Council Meeting
Date: October 3, 2023
Staff: Kaela Friedlan,
Deputy City Clerk

AM 2023-139
Public Hearing☐

SUBJECT FOR DISCUSSION

Accepting an Application and Approving a Resolution Establishing All of the City of Fort Lupton as the Neighborhood for the Application Submitted by The Bad Hatchet, LLC dba The Bad Hatchet for a Lodging and Entertainment License at 237 Denver Avenue and Setting a Public Hearing for November 7, 2023, for Consideration of the Application.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Bad Hatchet, LLC has submitted a complete application with the Local Licensing Authority for a Lodging and Entertainment License with a sidewalk service area. The application is under concurrent review, meaning it is being reviewed by the State and Local Licensing Authorities concurrently.

Under CRS §44-3-301 the Local Licensing Authority, before granting any license, shall consider the reasonable requirements of the neighborhood and the desire of the adult inhabitants as evidenced by petitions, remonstrance or otherwise, and all other reasonable restrictions that are or may be placed upon the neighborhood by the local licensing authority.

Upon receipt of an application the local licensing authority shall schedule a public hearing upon the application not less than thirty days from the date of the application and shall post and publish the public notice thereof not less than 10 days prior to the hearing.

Staff suggests the City Council, acting as the Local License Authority Board, set all of the City of Fort Lupton as the neighborhood that will be affected by the license. The needs of the neighborhood and desires of the inhabitants are to be considered at the hearing.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Approve the Resolution establishing all of the City of Fort Lupton as the neighborhood for the application submitted by The Bad Hatchet, LLC dba The Bad Hatchet for a Lodging and Entertainment License at 237 Denver Avenue and setting a Public Hearing for November 7, 2023, for consideration of the application.

Attachments: a. Proposed Resolution

Certification of Council Approval:
Ordinance No. _______________ _________________________ City Clerk _________ Date
Resolution No. _______________

RESOLUTION 2023Rxxx

A RESOLUTION OF THE FORT LUPTON CITY COUNCIL, ACTING AS THE LOCAL LIQUOR LICENSING AUTHORITY, ACCEPTING THE APPLICATION, ESTABLISHING ALL OF THE CITY OF FORT LUPTON AS THE NEIGHBORHOOD FOR THE APPLICATION SUBMITTED BY THE BAD HATCHET, LLC DBA THE BAD HATCHET FOR A LODGING AND ENTERTAINMENT LICENSE AND SETTING A PUBLIC HEARING FOR NOVEMBER 7, 2023, FOR CONSIDERATION OF THE APPLICATION

WHEREAS, The Bad Hatchet, LLC dba The Bad Hatchet, has submitted an application for a Lodging and Entertainment License in Fort Lupton; and

WHEREAS, the application was deemed complete on October 3, 2023; and

WHEREAS, the application is being reviewed concurrently with the State of Colorado Department of Revenue, Liquor Enforcement Division; and

WHEREAS, the local licensing authority shall schedule a public hearing upon the application not less than thirty days from the date of the application; and

WHEREAS, before entering any decision approving or denying the application, the local licensing authority shall consider the facts and evidence adduced as a result of its investigation, as well as any other facts, the reasonable requirements of the neighborhood for the type of license for which the application has been made, the desires of the adult inhabitants, the number, type, and availability of alcohol beverage outlets located in or near the neighborhood under consideration and any other pertinent matters affecting the qualifications of the applicants for the conduct of the type of business proposed; and

WHEREAS, a resolution is required to set the affected neighborhood and establish a public hearing; and

NOW THEREFORE BE IT RESOLVED by the City Council, acting as the Local Licensing Authority, that the affected neighborhood for the application The Bad Hatchet, LLC dba The Bad Hatchet for a Lodging and Entertainment License will be all of the City of Fort Lupton, and the Public Hearing to consider the application will be November 7, 2023, at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers at the City Hall at 130 South McKinley Avenue, Fort Lupton, Colorado. Comments filed in writing with the City or made at the hearing from any adult citizen of Fort Lupton will be considered at that hearing. Notice of the hearing shall be posted on the premises and published according to law.

APPROVED AND PASSED BY MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 3rd 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

City Council Meeting
Date: October 3, 2023
Staff: Roy Vestal,
Public Works Director

AM 2023-144
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Resolution Accepting an Amended Public Improvements Agreement with Sphere Renewables Manufacturing for the Extension of Water, Sewer, Storm, and Roadway

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Sphere Renewables submitted the Site Plan for development of Sphere Renewables Manufacturing Facility (LUP2022-0029). Council approved the Public Improvements Agreement with Sphere Renewables on May 19, 2023. The approved agreement is attached, as well as the updated Exhibit A. An Amended Public Improvements agreement for the extension of water, sewer, storm, and roadway is required due to a modification of quantities contained in Exhibit A.

The Developer is required to construct certain public improvements (the "Improvements") as a condition of site plan approval (Resolution 2022R010 approved March 1, 2022) for the Development. Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a Public Improvement Agreement for the public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder.

Public Improvements required for development of the site include:

CR 8 Improvements	$ 9,000
Water main extension	$ 54,000
Sewer main extension	$76,500
Sand Filter Outfalls	$11,000

FINANCIAL CONSIDERATIONS

Not applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Agreement with Sphere Renewables Manufacturing LLC
- Do not approve the Agreement

STAFF RECOMMENDATIONS

Staff recommends approving the agreement with Sphere Renewables Manufacturing LLC.

Attachments:
a. Proposed Resolution
b. Public Improvements Agreement LUP2022-0029
c. Amended Public Improvements Agreement
d. Exhibit A

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

____
City Clerk

____
Date

RESOLUTION 2023Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE SPHERE RENEWABLES LLC. AMENDED PUBLIC IMPROVEMENTS AGREEMENT OF THE SPHERE RENEWABLES SITE PLAN LOCATED IN FORT LUPTON, WELD COUNTY, COLORADO.

WHEREAS, the Planning Commission Resolution No. P2023-0033 approved the Sphere Renewables Site Plan March 23, 2023; and

WHEREAS, Developer is required to construct certain public improvements as a condition of subdivision approval for the Development; and

WHEREAS, the City Council finds that the Amended Public Improvement Agreement is in conformance with the Fort Lupton Land Use Plan, zoning code and is consistent with the goals and policies therein; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the Amended Public Improvements Agreement with supporting documentation. Based upon review of the applicable policies and goals in the Fort Lupton Land Use Plan, review of the Zoning Regulations, and analysis of staff comments, the City hereby approves the Sphere Renewables LLC Public Improvements Agreement and authorizes the Mayor to sign.

APPROVED AND PASSED BY MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 3rd 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

Public Works

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

PUBLIC IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into this _______ day of ____________**2023**, by and between the **CITY OF FORT LUPTON**, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," and **Sphere Renewables LLC.,** hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, Sphere Renewables submitted the Site Plan for development of Sphere Renewables Manufacturing Facility, Parcel Number 147120102001 (the "Plan“) on 10/27/2022, (LUP2022-0029 & Plan Nos. SPR2022-0009) which Plan depicts the proposed project (the "Development") to be constructed by Developer on the property depicted on the plan, which is the "Subject Property”; and

WHEREAS, Developer is required to construct certain public improvements (the "Improvements") as a condition of site plan approval (Resolution 2022R010 approved March 1, 2022) for the Development; and

WHEREAS, Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a Public Improvement Agreement for the public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder; and

WHEREAS, Section 17-23(f)(7) of the City of Fort Lupton Municipal Code requires that the installation of the required public improvements be guaranteed in the form of letter of credit, cash, or other suitable means, which have been approved by the City Attorney.

NOW, THEREFORE, in consideration of the foregoing, the Parties promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Development Obligation. Developer shall be responsible for performance of the covenants set forth herein. Unless as otherwise amended within this agreement, the Developer shall be responsible for performance of all requirements in this agreement.

1.2 Engineering and Surveying Services. Developer agrees to furnish, at its expense, all necessary engineering and surveying services relating to the design layout and construction of the improvements (the "Improvements") depicted on Exhibit "A" attached hereto and fully incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law, and shall conform to the standards and criteria for public improvements as established and approved by the City as of the date of submittal to the City.

1.3 **Construction Standards.** Developer shall construct all Improvements required by this Agreement, in accordance with plans and specifications approved in writing by the City, in conformance with all applicable codes and ordinances as adopted by the City, and in full conformity with the City's construction specifications applicable at the time of actual construction.

1.4 **Development Coordination.** Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to or rendered by the City Administrator, or his designee, who shall have general responsibility for coordinating development with Developer.

1.5 **Construction Acceptance and Warranty.** No later than ten (10) days after the Improvements are completed, Developer shall request inspection by the City. If Developer does not request this inspection within ten (10) days of completion of the Improvements, the City may conduct the inspection without the approval of Developer. Developer shall provide "as-built" drawings no later than thirty (30) days after the Improvements are completed. If the Improvements completed by Developer are satisfactory, the City shall grant construction acceptance ("Construction Acceptance"), which shall be subject to final acceptance ("Final Acceptance") as set forth herein. If the Improvements completed by Developer are unsatisfactory, the City shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Construction Acceptance. Developer shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Developer does complete the repairs, replacements, construction or other work required, Developer shall request a reinspection of such work to determine if Construction Acceptance can be granted. The City shall issue no certificate of occupancy until the City has granted the Construction Acceptance.

1.6 **Final Acceptance.** At least thirty (30) days before two (2) year has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Developer shall request a Final Acceptance inspection. The City shall inspect the Improvements and shall notify the Developer in writing of all deficiencies and necessary repairs. After Developer has corrected all deficiencies and made all necessary repairs identified in said written notice, the City shall issue to Developer a letter of Final Acceptance.

1.7 **Testing and Inspection.**

(a) At all times during construction of the public improvements, the City shall have access to inspect materials and workmanship, and all materials and work not conforming to the approved plans and specifications shall be repaired or removed and replaced at Developer's expense so as to conform to the approved plans and specifications.

(b) The Developer will be responsible for oversight of the construction of the public improvements. The Developer shall solicit a third-party engineer or inspector, solely at Developer's cost, to perform oversight, provided the engineer/inspector's qualifications are approved by the City prior to commencement of construction of the public improvements. The Developer will provide the resume of a Civil Engineer, or other qualified inspector(s), of the construction and installation of such improvements before construction may begin. The City Engineer or the City's designee shall determine the amount of oversight required, after consultation with the Developer.

(c) All testing required by the City's *"Standards and Specifications for the Design and Construction of Public Improvements"* shall be the responsibility of the Developer. All test reports shall be provided to the City Engineer.

(d) All work shown on the Improvements plans requires inspection by the City. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m. During the hours listed above and except as otherwise provided for in advance, inspections shall be scheduled a minimum of three (3) business days in advance.

1.8 Indemnification and Release of Liability. Developer agrees to defend, indemnify and hold harmless the City, its officers, employees, agents or servants, and to pay any and all judgments rendered against said persons on account of any suit, actions or claim caused by, arising from, or on account of acts or omissions by the Developer, its officers, employees, agents, consultants, contractors and subcontractors; provided, however, that Developer's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the City. Said obligation of Developer shall be limited to suits, actions or claims based upon conduct prior to Final Acceptance by the City of the construction work. Developer acknowledges that the City's review and approval of plans for development of the Subject Property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Developer or third parties is assumed by such review approval.

1.9 Insurance. Developer shall furnish to the City upon request proof thereof that all employees and contractors engaged in the construction of Improvements are covered by adequate Worker's Compensation Insurance and Public Liability Insurance.

1.10 OSHA Requirements. Developer agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Developer's Contractor shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. Developer acknowledges and agrees that with respect to the scope of work under this contract, Developer's Contractor shall comply with all obligations and assume all responsibilities for its actions as required by all OSHA rules and regulations. The Contractor shall adhere to all federal, state and local safety and health regulations, laws and ordinances and shall comply with all obligations and assume all responsibilities imposed upon the "controlling contractor" as such term is defined and construed under all OSHA rules and regulations.

2.0 OFFSITE INFRASTRUCTURE IMPROVEMENTS

2.1 The Developer agrees to design and construct of certain improvements located outside of the Site Plan (the "Offsite Improvements") depicted on Exhibit "A" attached hereto and fully incorporated herein by this reference. The Building Permit Certificate of Occupancy shall not be approved until the offsite improvements are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Offsite Improvements, or portion thereof, for improvements that do not have construction acceptance at the time of building permit application. Surety in the amount of 25% shall be provided, at the time of initial acceptance, for improvements that have received construction acceptance under the terms of this agreement. The remaining twenty-five percent (25%) percent for each system shall be retained to secure the Developer's warranty during the two (2) year warranty period.

2.2 The Offsite Improvements are summarized as follows: Roadway improvements – Half of the roadway section for Access Rd (to be named) along the east property line frontage extending south. Sanitary Sewer Extension from the north side of CR 8 south on the east side of the Access Rd. Water Line 8” PVC C900 from CR 8 south on the west side of the Access Rd including two (2) Hydrant and lateral on the south side of the north entrance and the north side of the south entrance. Water line 8” PVC C900 from CR 8 south into the western driveway access. Sand filter outfalls 15” RCP to the existing storm water manhole on the northwest corner of the property.

2.3 These improvements shall be coordinated with future improvements by other development requirements along the Access Rd. The surety required by paragraph 2.1 will be presented to the City for application to future improvements.

3.0 SPECIFICATIONS.

All street improvements, curb, gutter and sidewalks and appurtenances thereto, water mains, sewer mains and stormwater improvements shall be constructed and installed so as to meet or exceed City-approved plans, specifications and the Improvements described on Exhibit “A” offsite Improvements. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations.

4.0 OTHER REQUIREMENTS

4.1 **Trash, Debris, Mud.** Developer agrees that, during construction of the Development and Improvements described herein, Developer shall take any and all steps necessary to control trash, debris and wind or water erosion in the Development. Developer agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site into public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the City. If these requirements are not met, the developer will be responsible for reimbursing the City for any costs incurred by the City in mitigating impacts of trash, debris, and mud.

4.2 **Erosion Control and Sedimentation Plan.** Developer agrees to submit an erosion control and sedimentation plan for review and approval by the City Engineer prior to commencement of construction on the site. Each individual lot will require erosion control measures be taken. Colorado State permits required shall be the responsibility of the Developer.

5.0 MISCELLANEOUS TERMS

5.1 **Permit Fees.** Building permit fees for Street Assessment Infrastructure and Storm Drainage Fee may be deferred until issuance of Certificate of Occupancy. The amount of the fees will be included in the Public Improvements Bond in paragraph 2.1, at one hundred percent (100%) of the required fee payment. The Certificate of Occupancy will not be approved until payment of these Building Permit Fees.

5.2 **Local Codes and Ordinances.** In addition to any of the items listed in this Agreement, all construction in the Development is subject to all local Codes and Ordinances as adopted by the City subject to exceptions agreed or granted.

5.3 **Recording of Agreement.** The City shall record this Agreement at Developer's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and the City shall retain the recorded Agreement.

5.4 **Binding Effect of Agreement.** This Agreement shall run with the land included within the Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

5.5 **Modification and Waiver.** No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

5.6 **Notices.** Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY: City of Fort Lupton
Attention: City Administrator
130 South McKinley Avenue
Fort Lupton, Colorado 80621

DEVELOPER: Sphere Renewables LLC.
5775 Monaco Street
Commerce City, CO 80022

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

5.7 **Force Majeure.** Neither party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, pandemics, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, instances affecting public health including pandemics, acts of God or acts, omission, or delays in acting by any governmental authority. Provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

5.8 **Approvals.** Whenever approval or acceptance of a matter is required or requested of the City pursuant to any provisions of this Agreement, the City shall act reasonably in responding to such matter, and no such approval or acceptance shall be unreasonably withheld or delayed.

5.9 Title and Authority. Developer warrants to the City that it is the record owner of the Subject Property upon which the Development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants to have full power and authority to enter into this Agreement.

5.10 No Waiver Of Governmental Immunity. The City, its elected officials, officers and employees are relying upon, and do not waive or intent to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

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

5.12 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of this Agreement is held to be violative of city, state or federal laws and hereby rendered unenforceable, either party, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

CITY OF FORT LUPTON, a Colorado municipal corporation

By: ___________________________________
Zo Hubbard
Mayor

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

SUBSCRIBED AND SWORN to before me this _____ day of _________ 2023, by Zo Hubbard as Mayor of the City of Fort Lupton, Colorado.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: ___________________________

____
Notary Public

Sphere Renewables, LLC., a Colorado Limited Liability Company

By:___________________________________
Scott Koch
Operations Manager

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

SUBSCRIBED AND SWORN to before me this __ day of ______________ 2023, by Scott Koch

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: ______________________________

____
Notary Public

EXHIBIT A

AMENDED PUBLIC IMPROVEMENTS AGREEMENT

OFFSITE INFRASTRUCTURE IMPROVEMENTS

Type of Improvement	**Description**	*Estimated Cost*	*Total Surety (125%)*
Roadway	**Curb & Gutter and driveway access along east property line onto Access Rd (to be named)**	**$9,000**	**$11,250**
Sanitary Sewer	**Sanitary Sewer extension along west side ROW of Access Road (to be named)**	**$76,500**	**$95,625**
Water Line 8”	**“Water Line 8” PVC C900 from CR 8 south 290’ on the west side of the Access Rd including two (2) Hydrant and lateral on the south side of the north entrance and the north side of the south entrance. Water line 8” PVC C900 from CR 8 35’ south into the western driveway access.**	**$54,000**	**$67,500**
Sand filter outfalls	**Sand filter outfalls 15” RCP to the existing storm water manhole on the northwest corner of the property.”**	**$11,000**	**$13,750**
	Total	**$150,500**	**$188,125**

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City Council Meeting
Date: October 3, 2023
Staff: Dan Welch,
Facilities Supervisor

AM 2023-146
Public Hearing☐

SUBJECT FOR DISCUSSION

Accepting a Bid Proposal from Sweet Roofing to Provide Construction Observation and Reroof Buildings for the City of Fort Lupton for an Amount Not to Exceed $136,485.12, to be Paid Using CIRSA Proceeds

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City's reroof project began due to the hail damage the city received in May 2023. Sweet Roofing has done work on the Community Center and the Recreation Center in the past. The department received six bids for this project with Sweet Roofing providing the second lowest bid for all of the work requested. We had concerns on the lowest bid due to the costs quoted to repair some facilities roofs.

As indicated, the City's reroof project requires an independent roofing company to come in and remove damaged shingles and install new shingles that meet the code requirements. This is the same roofing company that did work in the past on the Community Center Building and Recreation center. Sweet Roofing is recommended for this service as they provided the most complete bid. Their estimate is based on experience with similar projects.

Description	Costs
▪ Natural shingle (30 year warranty) +30k	$128,868.00
▪ Timberline HDZ (50 year warranty)	$ 135,744.00
▪ Armor shield class 4 (50 year warranty)	$ 141, 952.00

FINANCIAL CONSIDERATIONS

This amount would come out of the CIRSA Insurance proceeds distributed to various funds.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

Choose one of the other bids.

STAFF RECOMMENDATIONS

We recommend to authorize Sweet Roofing to provide new roof services for the City of Fort Lupton for an amount not to exceed $136,485.00.

Attachments: a. Sweet Roofing Proposal
b. Bid Announcement

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

Sweet Roofing, LTD

Phone (970) 371-8975
451 Oak St Suite 203
Frederick, CO. 80530

Proposal and Contract

Date: September 13th, 2023

City of Fort Lupton
130S McKinley Ave
Fort Lupton, CO 80621
720.466.6168

E-mail: bids@fortluptonco.gov
Job Name: FTL 2023-13 Roof Repair

Sweet Roofing proposes the following work for the above referenced property:

DESCRIPTION OF WORK: RE-ROOF multiple buildings

Surface Preparation:

- Tarp ground underneath area where re-roofing during the tear-off.
- Remove one (1) layer of existing asphalt shingles, clean up and haul away all debris.
- Replaced damaged plywood (if this work is necessary $**75.00** per 4x8 sheet will be added to the contract price).

Underlayment:

- Dry roof in with one (1) layer of synthetic felt underlayment over roof surface.

Flashings:

- Install new pipe jacks on all plumbing pipe penetrations.
- Install new attic vents, as necessary.
- Install new 26-gauge prefinished metal at eaves 2x4 and Rake edge 2x2.
- Install new step flashings along sidewall areas, as necessary.
- Paint all pipe flashings, flue jacks, and vents to match roof.

Roofing System:

- Install new Choice of dimensional *fiberglass* shingles six-nailed over underlayment, including all starter, hip, and ridge. All shingles are nailed with high wind requirements. **HDZ and Armorshield GAF Systems with Ice & water shield option qualify for manufactures full system warranty**.
- Color to be chosen by owner. Sweet Roofing is not responsible for any covenant that would limit your choice of material or color. Please check with your HOA before selecting material.

Base Bid Option : Add Ice and water shield 36" at all eave lines all buildings ADD $4,624.00_______Initial

COLOR CHOICE _________________________________Initial________________

Price for Miscellaneous expenses such as

a. Dumpsters and load $475.00 Each
b. Supervision/Project management per hour $95.00
c. Temporary Toilets (Per month), $425.00

- **Well #1**

Remove Laminated - comp. shingle rfg. - w/ felt	2.07	SQ
Roofing felt - 15 lb.	2.07	SQ
Laminated - comp. shingle rfg. - w/out felt	2.33	SQ

OPTIONS:

- ❖ Install GAF Natural shingle system………………………………………………………….$847.00_________Initial.
- ❖ Install GAF Timberline HDZ Shingle System……………………………………………….$914.00_________Initial.
- ❖ Install GAF Armor shield ll IR class IV shingle System ……………………………………….$962.00_________Initial.

- **Well #5 South of High School**

Remove Laminated - comp. shingle rfg. - w/ felt	2.07	SQ
Roofing felt - 15 lb.	2.07	SQ
Laminated - comp. shingle rfg. - w/out felt	2.33	SQ

OPTIONS:

2. Install GAF Natural shingle system……………………………………………….$847.00_________Initial.
3. Install GAF Timberline HDZ shingle System………………………………..$914.00_________Initial.
4. Install GAF Armor shield ll IR class IV shingle System ……………………..$962.00_________Initial.

- **Well #3 W Denver**

Remove Laminated - comp. shingle rfg. - w/ felt	2.07	SQ
Roofing felt - 15 lb.	2.07	SQ
Laminated - comp. shingle rfg. - w/out felt	2.33	SQ

OPTIONS:

5. Install GAF Natural shingle system…………………………………………………..$847.00_________Initial.
6. Install GAF Timberline HDZ shingle System……………………………………..$914.00_________Initial.
7. Install GAF Armor shield ll IR class IV shingle System …………………………..$962.00_________Initial.

- **Well # 4 Fulton & 5th**

Remove Laminated - comp. shingle rfg. - w/ felt	2.56	SQ
Roofing felt - 15 lb.	2.56	SQ
Laminated - comp. shingle rfg. - w/out felt	3.00	SQ
Remove Drip edge	64.00	LF
Drip edge	64.00	LF

OPTIONS:

8. Install GAF Natural shingle system……………………………………………………………………..$1,320.00_________Initial.
9. Install GAF Timberline HDZ shingle System………………………………………$1,426.00_________Initial.
10. Install GAF Armor shield ll IR class IV shingle System …………………………$1,496.00_________Initial.

Continued Page 3

- **Well #7 Catholic Church**

Remove Laminated - comp. shingle rfg. - w/ felt	2.16	SQ
Roofing felt - 15 lb.	2.16	SQ
Laminated - comp. shingle rfg. - w/out felt	2.67	SQ
Remove Drip edge	60.00	LF
Drip edge	60.00	LF

OPTIONS:

11. Install GAF Natural shingle system…………………………………………………………..$1,320.00_________Initial.
12. Install GAF Armor shield ll IR class IV shingle System……………….…………….$1,426.00_________Initial.
13. Install GAF Armor shield ll IR class IV shingle System ……………………………..$1,496.00_________Initial.

- **Well #13 9th & Lancaster**

Remove Laminated - comp. shingle rfg. - w/ felt	2.05	SQ
Roofing felt - 15 lb.	2.05	SQ
Laminated - comp. shingle rfg. - w/out felt	2.33	SQ
Remove Drip edge	58.00	LF
Drip edge	58.00	LF

OPTIONS:

14. Install GAF Natural shingle system………………………………………………………..$1,320.00_________Initial.
15. Install Timberline HDZ shingle System…………………..…………………………….$1,426.00_________Initial.
16. GAF Armor shield ll IR class IV shingle System ……………………………….…...$1,496.00_________Initial.

- **Museum 453 1st St**

Remove Single-ply membrane - Mechanically attached - 60 mil	16.00	SQ
Single-ply membrane - Mechanically attached - 60 mil	16.00	SQ
Remove Fiberboard - 1/2"	1,600.00	SF
Fiberboard - 1/2"	1,600.00	SQ
Remove Additional charge for high roof (2 stories or greater)	16.00	SQ
Additional charge for high roof (2 stories or greater)	16.00	SQ
Insulation - ISO board, 4"	16.00	SQ

TPO Roofing Description of Work:

- Remove existing roofing system including all existing wall flashings and haul away.
- Inspect the existing substrate and replace any damaged decking at a rate of $6.82 per square foot.
- Over existing substrate, install two (2) layers of new 2-inch PolyIso (R22.8) and one (1) layer of ¼-inch Dens Deck Prime cover board. All insulation will be fastened with screws and plates into the wood substrate.
- Install new 60mil white fastened TPO roofing system with a manufacturer's 20-year warranty.
- At walls membrane will extend up and over walls. Coping metal will be removed and re-installed.
- All details will be installed per the manufacturer's detailed drawings.
- Clean up and haul away all roofing debris.

TPO Roofing Base Bid …… $ 21,092.00

Options:

1. Add $1,035.00 to provide a manufacturer's 15-year warranty.

- **Tank Farm Booster Station**

Remove Laminated - comp. shingle rfg. - w/ felt	13.36	SQ
Roofing felt - 15 lb.	13.36	SQ
Laminated - comp. shingle rfg. - w/out felt	15.00	SQ
	48.00	LF
Remove Hip / Ridge cap - High profile - composition shingles		
Hip / Ridge cap - High profile – composition shingles	48.00	LF
Remove Drip edge	206.00	LF
Drip edge	206.00	LF
Remove Roof vent - turtle type - Metal	8.00	EA
Roof vent - turtle type - Metal	8.00	EA

OPTIONS:

17. Install GAF Natural shingle system…………………………………………………$6,060.00__________Initial.
18. Install GAF Timberline HDZ shingle System………………………………………$6,520.00__________Initial.
19. Install GAF Armor shield ll IR class IV shingle System ……………………….$6,842.00__________Initial.

- **City Hall Complex 130 S McKINLEY**

Remove Laminated - comp. shingle rfg. - w/ felt	95.40	SQ
Roofing felt - 15 lb.	95.40	SQ
Laminated - comp. shingle rfg. - w/out felt	110.00	SQ
Remove Roof vent - turtle type – Metal	7.00	EA
Roof vent - turtle type – Metal	7.00	EA
Remove Furnace vent - rain cap and storm collar, 8”	3.00	EA
Furnace vent - rain cap and storm collar, 8"	3.00	EA
Remove Flashing - pipe jack – lead	12.00	EA
Flashing - pipe jack – lead	12.00	EA
Remove Skylight flashing kit – dome	1.00	EA
Skylight flashing kit – dome	1.00	EA
Remove Drip edge	478.00	LF
Drip edge	478.00	LF
Remove Continuous ridge vent - shingle-over style	104.00	LF
Continuous ridge vent - shingle-over style	104.00	LF
Remove Hip / Ridge cap - composition shingles	426.00	LF
Hip / Ridge cap - composition shingles	426.00	LF

OPTIONS: City Hall Complex

20. Install GAF Natural shingle system…………………………………………………………$39,168.00__________Initial.
21. Install GAF Armor Timberline HDZ shingle System…………………………………$42,495.00__________Initial.
22. Install GAF Armor shield ll IR class IV shingle System …………………………….$44,794.00__________Initial.

- **Police storage**

Remove Laminated - comp. shingle rfg. - w/ felt	11.30	SQ
Roofing felt - 15 lb.	11.30	SQ
Laminated - comp. shingle rfg. - w/out felt	13.67	SQ
Remove Hip/Ridge Cap-High profile–composition shingles	39.00	LF
Hip / Ridge cap - High profile – composition shingles	39.00	LF
Remove Exhaust cap - through roof - 6" to 8"	1.00	EA
Exhaust cap - through roof - 6" to 8"	1.00	EA
Remove Roof vent - turtle type - Metal	2.00	EA
Roof vent - turtle type - Metal	2.00	EA

OPTIONS: Police Storage

23. Install GAF Natural shingle system……………………………………………………………..$5,135.00_________Initial.
24. Install GAF Timberline HDZ shingle System……………………………………………….$5,532.00_________Initial.
25. Install GAF Armor shield ll IR class IV shingle System ……………………………….$5,835.00_________Initial.

- **Golf Course Club House**

Remove Laminated - comp. shingle rfg. - w/ felt	47.80	SQ
Roofing felt - 15 lb.	47.80	SQ
Laminated - comp. shingle rfg. - w/out felt	52.67	SQ
Remove Continuous ridge vent - shingle-over style	47.30	SQ
Continuous ridge vent - shingle-over style	47.30	LF
Remove Furnace vent - rain cap and storm collar, 5"	6.00	EA
Furnace vent - rain cap and storm collar, 5"	6.00	EA
Remove Flashing - pipe jack - lead	3.00	EA
Flashing - pipe jack - lead	3.00	EA
Remove Power attic vent cover only - metal	1.00	EA
Power attic vent cover only - metal	1.00	EA
Remove Gutter / downspout - galvanized - up to 5"	156.00	LF
Gutter / downspout - galvanized - up to 5"	156.00	LF

OPTIONS: Club House

26. Install GAF Natural shingle system……………………………………………………………..$19,187.00_________Initial.
27. Install GAF Timberline HDZ shingle System……………………………………………….$20,174.00_________Initial.
28. Install GAF Armor shield ll IR class IV shingle System ……………………………….$22,281.00_________Initial.

- **Gazebo 135 S McKinley**

Remove Laminated - comp. shingle rfg. - w/ felt	7.50	SQ
Roofing felt - 15 lb.	7.50	SQ
Laminated - comp. shingle rfg. - w/out felt	8.67	SQ
Remove Additional charge for steep roof - 7/12 to 9/12 slope	7.50	SQ
Additional charge for steep roof - 7/12 to 9/12 slope	7.50	SQ

OPTIONS: Gazebo

29. Install GAF Natural shingle system……………………………………………………………..$6,694.00_________Initial.
30. Install Timberline HDZ shingle System……………………………………………….$7,243.00_________Initial.
31. Install GAF Armor shield ll IR class IV shingle System ……………………………….$7,622.00_________Initial.

Golf Cart Storage

Remove Laminated - comp. shingle rfg. - w/ felt	19.10	SQ
Roofing felt - 15 lb.	19.10	SQ
Laminated - comp. shingle rfg. - w/out felt	21.33	SQ
Remove Drip edge	176.00	LF
Drip edge	176.00	LF
Remove Hip / Ridge cap - High profile -composition shingles	50.50	LF
Hip / Ridge cap - High profile – composition shingles	50.50	LF
Remove Roof vent - turtle type - Metal	4.00	EA
Roof vent - turtle type - Metal	4.00	EA

Remove Gutter / downspout - galvanized - up to 5"	101.00	LF
Gutter / downspout - galvanized - up to 5"	101.00	LF
Remove Laminated - comp. shingle rfg. - w/ felt	5.30	SQ

Golf Cart storage Continued

Roofing felt - 15 lb.	5.30	SQ
Laminated - comp. shingle rfg. - w/out felt	6.00	SQ

OPTIONS: Golf Cart Storage

32. Install GAF Natural shingle system…………………………………………………..$8,142.00_________Initial.
33. Install GAF Timberline HDZ shingle System…………………………………………$8,779.00_________Initial.
34. Install GAF Armor shield ll IR class IV shingle System …………………………….$9,223.00_________Initial.

Sky light- Rec center Replace polycarbonate panels and reglaze $13,111.00

.

Pearson Park Restrooms

400 SQ FT go from shingle to metal roof
Remove existing shingle and dry in with Synthetic underlayment
Install 29-GA PBR metal panel to match dugouts
System includes all manufactures trim for a weather tight system

System Price $3,778.00

Base bid all sections $128,868.00

NOTE: Dumpster and all trash removal is included in our base bid along with Supervision/ Project Management

<u>Your Right to Know:</u>

- **Sweet Roofing, Inc. shall hold in trust any payment received from you until Sweet Roofing, Inc. has delivered roofing materials at the site or has performed most of the roofing work on your property.**
- Sweet Roofing, Inc. carries worker's compensation, automobile, and commercial general liability (bodily injury and property damage) insurance.

You have the right to rescind this contract and obtain a full refund of any deposit within 72 hours after entering the contract. If you plan to use the proceeds of a property and casualty insurance policy to pay for the roofing work, you may rescind this contract within 72 hours after you receive written notice from the property and casualty insurer that your claim has been denied in whole or in part. Sweet Roofing, Inc. is entitled to retain payments or deposits to compensate Sweet Roofing, Inc. for roofing work performed in a workmanlike manner consistent with standard roofing industry practices and are entitled to compensation for custom or non-returnable materials that may have been ordered prior to any contract recession. Sweet Roofing, Inc. cannot pay, waive, rebate, or promise to pay, waive, or rebate all or part of any insurance deductible applicable to the insurance claim for payment for roofing work on your property.

<u>Exclusions:</u>

- Bid excludes any outbuildings, sheds, gutters and downspouts, painting, snow retention and carpentry work unless specifically noted on this bid. **<u>Building permit to be added to all Insurance claims.(we must provide proof of permit to be reimbursed)</u>**

<u>Miscellaneous:</u>

- Applicable sales tax is included in our system price.
- Any satellite dishes will be temporarily removed for tear off. Client is responsible to contact service provider to re-align dish.
- Provide Sweet Roofing, Inc. 5 (FIVE) year workmanship guarantee upon completion of the project and receipt of payment.
- Sweet Roofing is not responsible for any damage which occur to Owner's property because of defects in architectural, engineering, construction plans and drawings or with respect to any failure to comply with any applicable building codes through construction occurring under such plans. Sweet Roofing, specifically not performing design services and is specifically not responsible for damages caused by occurrences such as mold, condensation, loose flue pipes, Dry wall cracks, nail pops from re-roofing can occur during this process or other similar occurrences. Dry Wall Cracks Cracked driveways or sidewalks. To the maximum extent allowed by law, all work performed by Sweet Roofing is without express or implied warranty.
- Approximate dates of service are with in sixty (60) days from the date of signed proposal, weather permitting and upon the availability of roofing material.
- Please note, Sweet Roofing, Inc. will set up and secure a ladder at completion of the job for the local municipality to complete any required inspections. Please leave the applicable permit up until this process is completed.
- Property Owner is ☐ / is not ☐ intending to make payment from the proceeds of a property and casualty insurance policy. __________ *(initial)*

Proposal is good for ten (10) days. **Payment terms:** Upon Completion. We are unable to schedule work without a copy of the signed agreement. **Acceptance of proposal:** The above prices, specifications, and conditions are satisfactory and hereby accepted. **Payment to be made as outlined above. The undersigned agrees and shall be responsible for all attorney's fees and court cost incurred by Sweet Roofing in the event this account is not paid. A finance charge of 3% per month will be added to any unpaid balance.**

Note: IR class IV shingles may reduce your insurance premium check with your agent.

Accepted by: **SWEET ROOFING**

___________________________DATED__________ *Patrick Sweet*

Patrick Sweet President

Title___________________________________

FTL2023
Roof Repair

Request for Bids

This is a Request for Bids for the replacement and installation of the shingled roofs on the City Hall Complex, Museum, Golf Course Complex and well houses for the City of Fort Lupton Colorado at the Recreation center 203 S. Harrison. This Request for Bids is intended to gather pertinent information concerning the ability of private contractors to meet the needs of the City of Fort Lupton

The City intends to award one contract for this project.

The City may or may not enter into a contract based on these bids and reserves the right to select from any contractor if, in the City's sole discretion, it is in the City's best interest to do so.

This RFB contains the instructions governing the bids to be submitted, the material to be included therein, and requirements which must be met to be eligible for consideration. Bidders are encouraged to respond directly on this RFB where indicated and return it to the City with their bid package.

Completed, sealed and signed bids should be mailed or delivered to the City of Fort Lupton, Attn: Finance Department -, 130 S. McKinley Avenue, Fort Lupton, Colorado 80621. Bids shall be clearly marked as "Shingled Roofing Replacement and Installation on the Fort Lupton Facilities" on the outside of the envelope. Only bids received at the above location by 3:00 PM on September 13th 2023 will be considered. Emailed Bids will be accepted, the body of the email must contain "I waive my right to a sealed bid." Bid Emails can go to bids@fortluptonco.gov

The City reserves the right to accept or reject any and all bids and to waive any informalities and irregularities in said bids. This RFB does not bind the City to accept a bid when, in the City's sole discretion; it is not in the City's best interest to do so.

Questions on general terms and scope of bid should be directed to the following individual:

Dan Welch
203 South Harrison Avenue
Fort Lupton, CO 80621
Phone: 720.466.6168
Cell: 720-753-2942
dwelch@fortluptonco.gov

FTL2023
Roof Repair

Calendar:

8/21/2023	Request for Bids
8/30/2023 9:00am	Information meeting on Project at Community Room at Recreation/Community Center 203 South Harrison Ave, Fort Lupton 80621
9/13/2023- 3:00 PM	Deadline for submittal of bids
9/13/2023-3:05 PM	Opening of submitted bids (open to bidders and general public)

General Terms and Conditions:

1. It is the intention of the City to solicit proposals from individual firms for review and selection; therefore, joint proposals will not be accepted. The City reserves the right to request clarification of information submitted and to request additional information.

2. All submitted proposals become the property of the City of Fort Lupton and will not be returned to the submitting firm.

3. The City operates under a public disclosure law as part of normal procedures.

4. By submitting a proposal, the firm agrees to comply with ALL applicable state statutes and regulations and city ordinances.

5. Cost of developing the bid, attendance at any requested meetings or any other such costs are entirely the responsibility of the firm and shall not be reimbursed in any manner by the City.

6. Failure to sign a proposal or conform, to the proposal rules, including fail ure to respond to each item in the Scope of Proposal section of the RFB or to follow the Proposal format, if requested, may lead to the rejection of the proposal. The submittals should contain all information necessary to evaluate the proposals.

7. The successful firm shall not at any time permit any individual employed by the City to benefit because of financial interest in the successful firm. Any affiliate of the successful firm or any subcontractor.

8. The final selection will be based on a written proposal, as well as verbal and written responses from the submitting firms.

9. The City reserves the right to accept or reject any and all bids.

10. Permits shall be required as well as multiple inspections for each roof (IE sheathing underlayment fastening, insulation and final inspection. Letters of Manufactures warranty are recommended.

11. Please provide cost of each building as well as a lump sum.

EXHIBIT A
SCOPE OF WORK

Provide pricing for the replacing and installation of a new roofs. (See drawings).

Requirements

Price for Miscellaneous expenses such as

a. Dumpsters and load
b. Supervision/Project management per hour
c. Temporary Toilets (Per month),
d.

- **Well #1**
  - Remove Laminated - comp. shingle rfg. - w/ felt 2.07 SQ
  - Roofing felt - 15 lb. 2.07 SQ
  - Laminated - comp. shingle rfg. – w /out felt 2.33 SQ
- **Well #5 South of High School**
  - Remove Laminated - comp. shingle rfg. - w/ felt 2.07 SQ
  - Roofing felt - 15 lb. 2.07 SQ
  - Laminated - comp. shingle rfg. - w/out felt 2.33 SQ
- **Well #3 W Denver**
  - Remove Laminated - comp. shingle rfg. - w/ felt 2.07 SQ
  - Roofing felt - 15 lb. 2.07 SQ
  - Laminated - comp. shingle rfg. - w/out felt 2.33 SQ
- **Well # 4 Fulton & 5th**
  - Remove Laminated - comp. shingle rfg. - w/ felt 2.56 SQ
  - Roofing felt - 15 lb. 2.56 SQ
  - Laminated - comp. shingle rfg. - w/out felt 3.00 SQ
  - Remove Drip edge 64.00 LF.
  - Drip edge 64.00 LF
- **Well #7 Catholic Church**
  - Remove Laminated - comp. shingle rfg. - w/ felt 2.16 SQ
  - Roofing felt - 15 lb. 2.16 SQ
  - Laminated - comp. shingle rfg. - w/out felt 2.67 SQ
  - Remove Drip edge 60.00 LF
  - Drip edge 60.00 LF

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- **Well #13 9th & Lancaster**
  - Remove Laminated - comp. shingle rfg. - w/ felt 2.05 SQ
  - Roofing felt - 15 lb. 2.05 SQ
  - Laminated - comp. shingle rfg. - w/out felt 2.33 SQ
  - Remove Drip edge 58.00 LF
  - Drip edge 58.00 LF

- **Museum 453 1st St**
  - Remove Single-ply membrane - Mechanically attached - 60 mil 16.00 SQ
  - Single-ply membrane - Mechanically attached - 60 mil 16.00 SQ
  - Remove Fiberboard - 1/2" 1,600.00 SF
  - Fiberboard - 1/2" 1,600.00 SF
  - Remove Additional charge for high roof (2 stories or 16.00 SQ
  - greater)
  - Additional charge for high roof (2 stories or greater) 16.00 SQ
  - Insulation - ISO board, 4" 16.00 SQ

- **Tank Farm Booster Station**
  - Remove Laminated - comp. shingle rfg. - w/ felt 13.36 SQ
  - Roofing felt - 15 lb. 13.36 SQ
  - Laminated - comp. shingle rfg. - w/out felt 15.00 SQ
  - Remove Hip / Ridge cap - High profile - 48.00 LF
  - composition shingles
  - Hip / Ridge cap - High profile - composition 48.00 LF
  - shingles
  - Remove Drip edge 206.00 LF
  - Drip edge 206.00 LF
  - Remove Roof vent - turtle type - Metal 8.00 EA
  - Roof vent - turtle type - Metal 8.00 EA

- **City Hall Complex 130 S McKINLEY**
  - Remove Laminated - comp. shingle rfg. - w/ felt 95.40 SQ
  - Roofing felt - 15 lb. 95.40 SQ
  - Laminated - comp. shingle rfg. - w/out felt 110.00 SQ
  - Remove Roof vent - turtle type - Metal 7.00 EA
  - Roof vent - turtle type - Metal 7.00 EA
  - Remove Furnace vent - rain cap and storm collar, 8" 3.00 EA
  - Furnace vent - rain cap and storm collar, 8" 3.00 EA
  - Remove Flashing - pipe jack - lead 12.00 EA
  - Flashing - pipe jack - lead 12.00 EA
  - Remove Skylight flashing kit - dome 1.00 EA
  - Skylight flashing kit - dome 1.00 EA
  - Remove Drip edge 478.00 LF
  - Drip edge 478.00 LF
  - Remove Continuous ridge vent - shingle-over style 104.00 LF
  - Continuous ridge vent - shingle-over style 104.00 LF
  - Remove Hip / Ridge cap - composition shingles 426.00

LF

- Hip / Ridge cap - composition shingles 426.00 LF

- **Police storage**

  - Remove Laminated - comp. shingle rfg. - w/ felt 11.30 SQ
  - Roofing felt - 15 lb. 11.30 SQ
  - Laminated - comp. shingle rfg. - w/out felt 13.67 SQ
  - Remove Hip / Ridge cap - High profile - 39.00 LF
  - composition shingles
  - Hip / Ridge cap - High profile - composition 39.00 LF
  - shingles
  - Remove Exhaust cap - through roof - 6" to 8" 1.00 EA
  - Exhaust cap - through roof - 6" to 8" 1.00 EA
  - Remove Roof vent - turtle type - Metal 2.00 EA
  - Roof vent - turtle type - Metal 2.00 EA

- **Golf Course Club House**

  - Remove Laminated - comp. shingle rfg. - w/ felt 47.80 SQ
  - Roofing felt - 15 lb. 47.80 SQ
  - Laminated - comp. shingle rfg. - w/out felt 52.67 SQ
  - Remove Continuous ridge vent - shingle-over style 47.30 LF
  - Continuous ridge vent - shingle-over style 47.30 LF
  - Remove Furnace vent - rain cap and storm collar, 5" 6.00 EA
  - Furnace vent - rain cap and storm collar, 5" 6.00 EA
  - Remove Flashing - pipe jack - lead 3.00 EA
  - Flashing - pipe jack - lead 3.00 EA
  - Remove Power attic vent cover only - metal 1.00 EA
  - Power attic vent cover only - metal 1.00 EA
  - Remove Gutter / downspout - galvanized - up to 5" 156.00 LF
  - Gutter / downspout - galvanized - up to 5" 156.00 LF

- **Gazebo 135 S McKinley**

  - Remove Laminated - comp. shingle rfg. - w/ felt 7.50 SQ
  - Roofing felt - 15 lb. 7.50 SQ
  - Laminated - comp. shingle rfg. - w/out felt 8.67 SQ
  - Remove Additional charge for steep roof - 7/12 to 7.50 SQ
  - 9/12 slope
  - Additional charge for steep roof - 7/12 to 9/12 slope 7.50 SQ

- **Golf Cart Storage**

  - Remove Laminated - comp. shingle rfg. - w/ felt 19.10 SQ
  - Roofing felt - 15 lb. 19.10 SQ
  - Laminated - comp. shingle rfg. - w/out felt 21.33 SQ
  - Remove Drip edge 176.00 LF
  - Drip edge 176.00 LF
  - Remove Hip / Ridge cap - High profile - 50.50 LF
  - composition shingles
  - Hip / Ridge cap - High profile - composition 50.50 LF
  - shingles
  - Remove Roof vent - turtle type - Metal 4.00 EA
  - Roof vent - turtle type - Metal 4.00 EA
  - Remove Gutter / downspout - galvanized - up to 5" 101.00 LF
  - Gutter / downspout - galvanized - up to 5" 101.00 LF
  - Remove Laminated - comp. shingle rfg. - w/ felt 5.30 SQ
  - Roofing felt - 15 lb. 5.30 SQ

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- Laminated - comp. shingle rfg. - w/out felt 6.00 SQ

Sky light- Rec center (see picture)

Sky light is above the pool, diameter of the light is 20'.

Pearson Park Restrooms

400 SQ FT go from shingle to metal roof

1. Color Scheme must match existing Roof.
2. Price should include all demolition of existing room and removal.
3. Price should include any temporary repairs that might be needed.
4. Bid should break down cost per building
   a. General Demolition
   b. Heat Vent & Air Conditioning
   c. Labor Only
   d. Roofing, include material specs
   e. Temporary Repairs give reason for repair and method of repair
   f. Total: Provide manufactures requirements for warranty information. Provide manufactures certifications for installers and installation. Are the contractors certified by the manufacture for commercial installations?

City Council Meeting
Date: October 3, 2023
Staff: Todd Hodges,
Planning Director

AM 2023-140
Public Hearing☒

SUBJECT FOR DISCUSSION

Approving an Intergovernmental Agreement with Weld RE-8 Schools Concerning the Fair Contribution for New Residential Developments to Pay In-Lieu of Land Dedication for Future School Sites

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Fort Lupton has and continues to see a lot of residential growth in recent years from new subdivisions. Accompanying an increase in development is an increase in the number of families and children moving into newly built homes. As such, Weld RE-8 and the City of Fort Lupton have been looking for ways to plan for this growth for the continued provision of quality services to existing and new residents. The City and nearby municipalities collect impact fees for new residential developments for services such as stormwater drainage, parks and facilities, and police services. These fees are applied to each new residential development at the time of building permit to proportionally pay for the increased investment needed in City services to serve each new home. From an educational perspective, Weld RE-8 must similarly plan for investment in new land for future schools to accommodate residential growth.

C.R.S. § 29-20-105 encourages and authorizes local government entities to enter into intergovernmental agreements (IGAs) with one another for joint planning, development regulation, and other shared efforts. Many communities in the area have agreements in place with their local school district to charge a cash in-lieu of land dedication fee to be used for future school land needs. Thus, the purpose of this IGA is to establish an agreement whereby the City charges a cash in-lieu fee that developers must pay to the School District for each new home. This fee will be charged at the time of building permit with other established impact fees and is to be used solely for the planning and purchase of land for new school sites. The School District will be responsible for collecting the fee and signing off on a building permit using the same method as other referral entities. This process eliminates City responsibility for collecting, managing, or distributing the fee, while still ensuring it is collected by the School District. Developers may work with the School District to dedicate land within a new development (or elsewhere if owned by the developer) instead of paying the fee. In this case, the School District would be able to sign off on the building permit in the same manner.

Staff researched other municipalities' school fee schedules and found that the fee amount frequently varies based on home type, as single-family homes have been found to yield a higher rate of children per home than apartments and multi-family dwellings. After evaluating other communities' fees, demographic data provided by the School District, and current economic conditions in the community, the City reached an agreement with the School District to set a fee of $1,250/residence for single-family homes, and $750/unit for apartments/condos. There are provisions written into the agreement to allow for these figures to be reevaluated and updated, as well as the agreement as a whole with sufficient notice given. The City is also given the ability to be a referral/consultant for future school district development, with the goal of furthering future coordination in development within the City and School District.

FINANCIAL CONSIDERATIONS

N/A

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

____
City Clerk

____
Date

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

City Council has the following options:

a) Accept the IGA Agreement for finalization
b) Direct Staff to reevaluate or refine any portion of the agreement and return it to Council at a later date
c) Direct Staff to not enter into the proposed IGA

STAFF RECOMMENDATION

Staff recommends Alternative A, accepting the IGA Agreement for finalization. In addition to requiring new developments to pay for the increased provision of educational services in accordance with their increased demand on public schools, the agreement is in line with neighboring municipalities and ensures that the City charges the necessary fees to maintain and improve the common amenities that residents enjoy.

Attachments: a. Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT CONCERNING FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES BETWEEN THE CITY OF FORT LUPTON AND WELD COUNTY SCHOOL DISTRICT RE-8

THIS AGREEMENT is entered into by and between the City of Fort Lupton, a municipal corporation ("City"), and Weld County School District Re-8, a political subdivision of the State of Colorado ("School District"), to be effective as of the _________

RECITALS

A. Local Governments are encouraged and authorized to cooperate or contract with other units of government, pursuant to C.R.S. § 29-20-105, for the purpose of planning or regulating the development of land, including, but not limited to, the joint exercise of planning, zoning, subdivision, building and related regulations.

B. Growth in residential land development and the construction of new residential dwellings in the City necessitates the acquisition of additional public-school sites to accommodate the corresponding increases in the student population. Requiring land dedication or conveyance for public school sites or payments in lieu of land dedication or conveyance for public school sites (hereinafter collectively referred to as "Fair Contribution for Public School Sites") will provide a portion of the land to meet such demand.

C. To provide adequate public-school sites to serve the City residents of newly construction residential dwelling units, it is appropriate that the School District and City cooperate in the area of public-school site acquisition by use of Fair Contribution for Public School Sites.

D. Requiring Fair Contribution for Public School Sites implements the goals and policies of the City to make provision for public improvements in a manner appropriate for a modern, efficiently functioning city, and so that new development does not negatively impact the provision of municipal services.

E. It is a reasonable exercise of the power of local self-government to require Fair Contribution for Public School Sites so that new residential construction and residential development bear a proportionate share of the cost of public-school sites acquisition necessary to accommodate the education service capacity demands of the residents who will be living in the new dwelling units.

F. Requiring Fair Contribution for Public School Sites for new residential construction and development is reasonable and necessary to protect, enhance, and preserve the public health, safety and welfare of the City's citizens.

G. The City and School District, upon consideration of the impacts of new residential construction and residential land development on the ability of the School District to provide public school facilities in the City, agree that it is in the best interests of the citizens of the City to mutually enter into an intergovernmental agreement for the purposes of providing for Fair Contribution for Public School Sites, as provided for in this Agreement.

H. The City and School District do hereby define the rights and obligations of each entity with respect to the planning, collection, and use of Fair Contribution for Public School Sites.

AGREEMENT

NOW THEREFORE, in consideration of the objectives and policies expressed in the recitals and the mutual promises contained in this Agreement, the City and School District agree as follows:

1. School Site Coordination and Development Referrals

a. The School District agrees to locate future public-school sites in conformity with the adopted comprehensive plan of the City, insofar as is feasible, and to consult with and advise the City in writing in advance of public-school site acquisition and site development.

b. The City shall refer to the School District all residential land development applications for review and comment concerning the adequacy of public-school sites and facilities. The City will consider the School District's comments in conjunction with the review and processing of each individual residential development application, and will implement land dedication for public school sites or payments in lieu of dedication consistent with this Agreement and the municipal code then in effect. If a nonresidential land development application is filed with the City that may have influence or effect on property owned by or activities of the School District, the City shall also refer information pertaining to such application to the School District for review and comment. The School District agrees to promptly review any referred development applications and submit its comments, recommendations and requests to the City within 21 days from receipt of said application(s). If there is no response within the 21-day reviewperiod, the City may assume that the School District has no comment(s) on the development application(s), but the City shall still require that the development make a Fair Contribution for Public School Sites as provided by this Agreement.

c. The School District shall consult with the City on a site specific, case-by-case basis prior to the acquisition of any land or construction of any improvements thereon. The School District shall submit to the City an advisory site plan detailing any proposed construction, and shall consider and respond to any issue(s) raised by the City.

2. Methodology

a. After the Effective Date of this Agreement, the City agrees to require Fair Contribution for Public School Sites as a precondition to the lawfully authorized construction of new residential dwelling units not otherwise exempted under Section 5 below or the City municipal code.

b. For purposes of this Agreement, the parties have adopted a methodology (the "Methodology"), to determine Fair Contribution for Public School Sites for two categories of dwelling units (single-family homes, and multi-family apartments/condos). The Parties agree that the Methodology, attached and incorporated herein as Exhibit C, has been developed in a manner so as to fairly apportion the cost of acquiring publicschool sites made necessary by new residential development. After additional consideration of other economic factors, Exhibit A establishes the accepted fee structure.

c. The City and the School District agree there is an essential nexus between the dedications and in-lieu payments contemplated herein and a legitimate governmental interest, and that the proposed dedications and in-lieu payments are roughly proportional in both nature and extent to the needs generated by the proposed subdivision. The City and the School District agree that the Methodology shall apply to new residential construction within the City, except as specifically exempted as provided for in Section 5 of this Agreement. The Methodology shall be the basis for computing Fair Contribution for Public School Sites for new residential construction. The City and School District shall also evaluate other economic factors to reach a mutually agreed upon fee structure, as attached below in Exhibit A. The City and the School District agree that the Methodology and the School District's planning standards shall be periodically reviewed and revised to reflect the current standards and conditions within the School District. Such review shall occur not more than annually but not less than once every three years.

d. Unless and until modified by the parties, the Methodology and its supplementary background materials may include, but not be limited to, the following factors:

(1) School planning standards that establish the student yields and technical and educational specifications for facilities for each category of school facility (elementary, middle and high school levels), consistent with the policy of the Board of Education of the School District;

(2) The capacity demand of each category of school facility resulting from each category of residential dwelling;

(3) The means for determining the per-acre fair market value of land for each type of residential dwelling; and

(4) The procedure for calculating Fair Contribution for Public School Sites required and applicable to each type of residential dwelling.

e. The Methodology may be updated periodically as conditions warrant by the mutual consent of the City and the School District. The School District shall furnish a copy of any updated Methodology it develops to the City prior to its adoption by the School District. The City shall hold a public meeting before revising the Methodology adopted herein.

3. Fair Contribution for Public School Sites Requirement

a. Any person or entity, as part of an applicable residential land development application, shall be required to meet its Fair Contribution for Public School Sites requirement by:

(1) dedication or conveyance of land for a public-school site to the School District; or

(2) payment in lieu of land dedication or conveyance to the School District; or

(3) a combination of land dedication and payment of cash-in-lieu.

b. The manner and amount of the Fair Contribution for Public School Sites due shall be as provided in this Agreement; however, nothing in this Agreement shall preclude the School District and any person or entity from mutually agreeing to resolve the issue of Fair Contribution forPublic School Sites in a manner other than as stated above.

c. If the Fair Contribution for Public School Sites includes the dedication of land according to paragraph 3.a. above, the City shall require the dedication be included on the preliminary plat and final plat for review and approval by the city and for recording in accordance with the following:

(1) The person or entity shall convey to the School District by general warranty deed, title to the land slated for dedication, which title is to be free and clear of all liens, encumbrances, and exceptions (except those approved in writing by the School District), including, without limitation, real property taxes, which will be prorated to the date of conveyance or dedication. If requested by the School District, the person or entity shall also enter into a contract with the School District for the sale of real property, which contract shall require the person or entity to provide title insurance for the property, contain representations and warranties concerning hazardous materials on the property, and contain any other terms agreed upon between the School District and the person or entity conveying or dedicating the property.

(2) Water requirements shall be determined at the time of development and paid by the School District.

(3) The lands being dedicated or conveyed to the School District shall be located and configured as directed by the School District and subject to review and approval by the City as part of the platting process.

d. The City agrees that before issuing a building permit for any residential dwelling unit not otherwise exempted under Section 5 below, it will require compliance with the Fair Contribution for Public School Sites requirements set forth herein. In-lieu payments shall be collected by the School District. The School District shall then be responsible for signing off on the building permit through the designated process used by the City.

e. Nothing contained in this Agreement shall preclude the School District from commenting to the City upon the adequacy of public school sites or facilities necessary in its judgment to serve the proposed residential land development project, nor shall this Agreement preclude the School District from obtaining additional revenues by means of bonded indebtedness or other lawful means in the event that the Fair Contribution for Public School Sites required hereunder fails to generate adequate land or revenue for public school sites serving the approved project. The parties acknowledge this Agreement does not address funding for school construction costs and capital expenses that may be necessary to serve residents of the new development, and this Agreement is not intended to limit or preclude the School District from obtaining revenues or funding for such purposes from any source and in such manner as may be permitted by law.

4. Use of Fair Contribution for Public School Sites

a. The School District shall hold or deposit for public school sites all funds it receives as Fair Contribution for Public School Sites, and all funds it may receive from the sale of land dedicated or conveyed as Fair Contribution for Public School Sites. The School District shall be solely responsible for each Fair Contribution for Public School Sites it receives. No Fair Contribution for Public School Sites shall constitute revenue of the City under the provisions of Article X, Section 20 of the Colorado Constitution.

b. The School District shall use all Fair Contribution for Public School Sites funds it receives solely for acquisition, development, or expansion of public-school sites or for capital facilities planning, site acquisition, or capital outlay purposes for school sites or facilities that will benefit the property for which the contribution was paid. Subject to the limitations of this Agreement, the time for, nature, method, and extent of such planning, acquisition, development, or outlay shall be at the discretion of the School District.

5. Exemptions from Fair Contribution for Public School Sites

a. The following uses within the City's boundaries shall be exempted from Fair Contribution for Public School Sites:

(1) Construction of any nonresidential building or structure;

(2) Alteration, replacement, or expansion of any legally existing building or structure which does not increase the number of residential dwelling units;

(3) Construction of any building or structure for limited term stay or for long-term assisted living, including, but not limited to, bed and breakfast establishments, adult boarding or rooming houses, family-care homes, group-care homes, halfway houses, hotels, motels, nursing homes or hospices; and

(4) Construction of any residential building or structure classified as housing for older persons, pursuant to the Federal Fair Housing Act then in effect.

6. Annual Report, Accounting and Audit

a. The School District shall submit a report to the City describing the School District's collection and use of the Fair Contribution for Public School Sites funds during the preceding fiscal year. Such report shall be submitted annually. This report shall include:

(1) A review of the assumptions and data upon which the Methodology is based, including student generation ratios and attendance area boundaries;

(2) Statutory changes or changes in the Methodology, including the School Planning Standards, and School District policies related to acquisition or construction of school sites and facilities; and

(3) Any recommended modifications to Fair Contribution for Public School Sites land areas or amounts included in the Methodology.

b. After receipt of the report, the City shall review it, consider those matters listed in the previous subsection, and shall complete its review within 60 days of receipt.

c. The School District shall establish and maintain a separate accounting system to ensure that all Fair Contribution for Public School Sites funds are used according to the Agreement.

d. At any time, the City deems necessary, the School District shall honor the City's request for an accounting to be completed by the chief financial officer of the School District concerning the School District's use of the Fair Contribution for Public School Sites.

7. Term of Agreement

The term of this Agreement shall commence on the Effective Date, and shall continue for a period of five years. The Agreement shall be automatically extended for consecutive five-year periods unless written notice is provided by any party one year prior to the expiration of the term. However, either party may terminate this Agreement at any time and for any reason, upon one year's written notice to the other party.

8. Miscellaneous Provisions

a. Faith and Credit. Neither party shall extend the faith or credit of the other to any third person or entity.

b. Amendments. This Agreement may be amended only by mutual agreement of the parties and shall be evidenced by a written instrument authorized and executed with the same formality as this Agreement.

c. Notice. Any notice required by this Agreement shall be in writing. If such notice is hand delivered or personally served, it shall be effective immediately upon such delivery or service. If given by mail, it shall be certified with return receipt requested and addressed to the following addresses:

City of Fort Lupton

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

Weld County School District Re-8

Attention: Superintendent
200 S. Fulton Ave.
Fort Lupton, CO 80621

d. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be interpreted and construed in accordance with the laws of the State of Colorado.

e. Severability. If this Agreement, or any portion of it, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the agreement.

f. Indemnification. The City and the School District agree to cooperate in the defense of any legal action that may be brought contesting the validity of this Agreement or the implementing ordinances. Upon receipt by the parties of any claim, or commencement of a civil action against either party, the party shall give prompt written notice thereof following which the parties agree to consult with each other regarding the claim and/or defense of the action and selection of counsel in connection therewith. Nothing contained in this Agreement shall constitute a waiver by the City or the School District of the provisions of the Colorado Governmental Immunity Act or other applicable immunity defense. This provision shall survive termination of the Agreement, and be enforceable until statutes of limitation preclude all claims.

g. Provisions Construed as to Fair Meaning. The provisions of this Agreement shall be constructed as to their fair meaning, and not for or against any party based upon any attributes to such party as the source of the language in question.

h. Compliance with Ordinances and Regulations. This Agreement shall be administered consistent with all current and future City laws, rules, ordinances, and regulations concerning land dedication or conveyance for public school sites.

1. **No Implied Representations.** No representations, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically stated in this Agreement.

j. No Third-Party Beneficiaries. None of the terms, conditions, or covenants in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or School District receiving services or benefits under this Agreement shall be only an incidental beneficiary.

k. Financial Obligations. This Agreement shall not be deemed a pledge of the credit of the City or the School District or a collection or payment guarantee by the City to the School District. Nothing in this Agreement shall be construed to create a multiple fiscal year direct or indirect municipal debt or municipal financial obligation.

1. **Integrated Agreement and Amendments.** This Agreement is an integration of the entire understanding of the parties with respect to the matters stated herein. The parties shall only amend this Agreement in writing with the proper official signatures attached hereto.

m. Waiver. No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be in full force and effect the day and year first above set forth.

CITY OF FORT LUPTON, COLORADO

By:______________________________
Mayor

ATTEST:

_________________________ _________________________
City Clerk Date

APPROVED AS TO LEGAL FORM

____
City of Attorney

WELD COUNTY SCHOOL DISTRICT Re-8

By: ______________________________
President, Board of Education

ATTEST:

______________________________ ______________________________
Secretary Date

APPROVED AS TO LEGAL FORM

____
School District Attorney

EXHIBIT A

Cash In-Lieu Equivalents for Land Dedication Requirements

Housing Type	In-Lieu Payment
Single Family	$1,250/Residence
Apartments/Condos	$750/Unit

EXHIBIT B

School District Planning Standards for Land Dedication

Site Criteria to Consider

Programmatic

1. Size adequate to accommodate educational program.
2. Optimize enrollment balance among schools
3. Maintain consistency within feeder groups

Safety and Environmental

Situate schools to minimize concerns about:

1. Major (arterial) roads & transportation corridors
2. Aircraft activity
3. Pipeline hazards
4. Flood plains
5. Geologic hazards
6. Standing water
7. ADA compliance
8. Excessive or inadequate slopes

Economic

1. Minimize onsite development costs
2. Have two adjacent streets abutting site
3. Streets are straight or have minimal curvature
4. Square to rectangular site, not worse than 3X5 in proportion
5. Good soils; not expansive, no toxic materials, etc.
6. No rock outcroppings or drainage ditches
7. Ground water table at least 12 feet below surface
8. Minimize transportation costs (central to student population)
9. Take advantage of potential joint use arrangements

Locational

1. Appropriate zoning on site and compatible surrounding uses
2. Accessibility
3. Proximity to students/ growth
4. Other potential uses

EXHIBIT C

Land Dedication Fee-in-Lieu Analysis – Weld Re-8 School District

Western Demographics, Inc. · 6/2/22

Introduction – This report calculates land dedication and fee-in-lieu of land dedication requirements for Weld Re-8 School District using the methodology in common usage on the Colorado Front Range. Current values have been used for developed land value based on samples of recent land sales and current infrastructure costs needed to construct new schools. The updated values propose a fee of $2,424.35. This report identifies the specific variables used in the fee calculations and illustrates the updated calculations as proposed by Western Demographics Inc. (Western), an acknowledged expert on the topic in the State of Colorado.

History – The majority of Front Range school districts have had land dedication or fee-in-lieu of land dedication systems for decades. These systems have been adopted by many City and County Jurisdictions. Two Colorado school districts (SD27 and Douglas County), have voluntary capital cost recovery fees, which also collect revenue for actual school construction in addition to funds for land acquisition. Given the smaller size of most land developments along the Front Range, the majority of Front Range school districts collect fee-in-lieu instead of receiving school land. This revenue is consolidated so that appropriate sites may be purchased in the best locations to serve student growth needs.

Figure 1 - Sample List of Front Range Districts Collecting Fee-In-Lieu

- Adams 12 (Thornton)
- Aurora Public Schools
- Boulder Valley
- Cherry Creek
- Colorado Springs District 11
- Douglas County
- Poudre School District
- St. Vrain (Longmont)
- Thompson Valley
- SD27J (Brighton, Thornton)

Western Demographics Methodology – Western's formula uses developed land cost which is more consistent with school district needs. Many districts spend millions of dollars to extend roads, water and sewer lines to sites that are not proximate to municipal infrastructure. The cost per acre to convert raw land into developed sites viable for an institutional building adds to the cost of an acre of school land. The majority of front range districts use developed land cost. Western has estimated a cost of $122,195 per acre to provide street frontage, water, sewer, storm sewer, electric, gas and telephone / broadband to a site. These cost figures are considered conservative given the recent escalation in the cost of construction which continues to make developing school sites an expensive proposition.

Basics of the Existing Formula – The calculation for school site acreage and cost is relatively simple and includes the following: 1) A land value is collected from comparable sales or appraisal method to establish cost per acre for potential sites; 2) The desired school site size is established to determine the acreage needed; 3) The desired school enrollments are added to establish the number of students that will be housed in a school; and 4) The student yield or average number of students from housing completes the formula.

The following diagram illustrates the variables and how the various units cancel out as the formula is completed and cost per housing unit is established. Residential densities are differentiated based upon the acreages assessed for single family homes, townhomes, apartments and mobile homes.

Figure 2 – Simplified School Site Acreage / Fee Formula

$$\frac{\text{Cost}}{\text{Housing Unit}} \qquad \frac{\text{Cost}}{\text{Acre}} \; \frac{\text{Acres}}{\text{School}} \; \frac{\text{School}}{\text{Students}} \; \frac{\text{Students}}{\text{Housing Unit}}$$

Fee-in-Lieu of Land Dedication Calculation – Raw Land - The fee-in-lieu element of the calculation converts the acreage needed per housing unit into a cost per acre of developed land that would support a school. The land sales used for comparable sales were conveyed during the past three years. Given the 15 comparable sales available, an average cost of $34,777.02 was obtained. Figure 3 illustrates the comparable sales and the calculation of the average raw land cost.

Figure 3

Parcel	Account	Type	Sale date	Sale price	Acres	Years Since Sale	inflated Price	Inflated Price per Acre
147104105001	R6778020	Res	5/15/19 0:00	$1,050,000	15.2	3	$ 1,215,506.25	$ 79,718.40
130932101017	R6785683	Ag	7/31/19 0:00	$ 700,000	6.4	3	$ 810,337.50	$ 127,012.15
131110300014	R8956985	Ag	9/16/19 0:00	$ 142,000	5.0	3	$ 164,382.75	$ 32,876.55
130921200008	R8947555	Ag	11/11/19 0:00	$ 425,000	54.4	3	$ 491,990.63	$ 9,045.61
147117302002	R8940929	Ag	2/12/20 0:00	$ 828,200	5.9	2	$ 913,090.50	$ 155,950.56
147129100017	R8966676	Ag	5/11/20 0:00	$ 220,000	13.7	2	$ 242,550.00	$ 17,704.38
146910302002	R8959268	Ag	7/24/20 0:00	$ 800,000	10.5	2	$ 882,000.00	$ 84,401.91
130921400011	R8947944	Res	10/23/20 0:00	$ 335,000	8.0	2	$ 369,337.50	$ 46,167.19
131127400006	R8966433	Ag	11/24/20 0:00	$ 168,000	6.8	2	$ 185,220.00	$ 27,318.58
131116100017	R8970016	Ag	12/18/20 0:00	$ 307,000	10.5	2	$ 338,467.50	$ 32,219.66
146933100004	R4216906	Ag	12/16/20 0:00	$ 399,000	9.5	2	$ 439,897.50	$ 46,550.00
131135100010	R8959130	Ag	2021/01/12	$ 330,000	8.5	1	$ 346,500.00	$ 40,860.85
131116100020	R8970019	Ag	12/15/20 0:00	$ 425,000	34.9	2	$ 468,562.50	$ 13,425.86
147101300001	R8965132	Ag	2021/01/15	$ 250,000	5.0	1	$ 262,500.00	$ 52,395.21
146904100014	R8945378	Ag	2021/01/21	$ 495,000	25.8	1	$ 519,750.00	$ 20,123.51
Totals and Average Price					**220.0**		**$ 7,650,092.63**	**$ 34,777.02**

Developed Land Cost – Western Demographics / Northern Engineering - Original Western Demographics costs were based on data collected from Northern Engineering in Greeley using cost samples from the Eaton Recreation Center, Severance High School and Prairie Ridge Middle School (Greeley). Costs were from 2019 and were inflated at 8.5% per annum using annual inflation parameters documented by American Association of General Contractors.

Fee-in-Lieu of Land Dedication Calculation – The fee-in-lieu calculation for Weld Re-8 School District is shown in the following table.

Figure 4

Weld Re8 School District - Land Dedication Fee-In_Lieu Calculations Western Demographics, Inc. - 6/1/22

Cost Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	600	900	1200	
A2 - Weld RE8 SD Student Yield Per SFD Dwelling Unit	0.26	0.13	0.18	0.57
A3 - Site Acreage by Level	10.0	25.0	50.0	
A4 - Developed Land Cost	$156,972	$156,972	$156,972	
A5 - Cost Per Unit by Level - SFD	$ 680.21	$ 566.84	$ 1,177.29	$ 2,424.35
B2 - Weld RE8 SD Student Yield Per Townhome/Duplex Dwelling Unit	0.28	0.10	0.18	0.56
B5 - Cost Per Unit by Level - TH/Duplex	$ 732.54	$ 436.03	$ 1,177.29	$ 2,345.86
F2 - Weld RE8 SD Student Yield Per Manufactured Home Dwelling Unit	0.330	0.260	0.260	0.85
F5 - Cost Per Unit by Level - MANUF HM	$ 863.35	$ 1,133.69	$ 1,700.53	$ 3,697.56
G2 - Weld RE8 SD Student Yield Per Apartment Unit	0.19	0.09	0.09	0.37
G5 - Cost Per Unit by Level - APT	$ 497.08	$ 392.43	$ 588.65	$ 1,478.15
Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation				**$34,777**
Total Cost - Basic Infrastructure				**$122,195**
Developed Land Cost Including Basic Infrastructure				**$156,972**

Land Dedication Acreage Calculation ---- The methodology to obtain the land dedication acreage (as opposed to the fee) is illustrated in the following table.

Figure 5

Weld RE8 School District - Land Dedication - Acreage Calculations Western Demographics, Inc. - 6/2/22

Calculation Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	600	900	1200	
A2 - Weld RE8 SD Student Yield Per SFD Dwelling Unit	0.26	0.13	0.18	0.57
A3 - Site Acreage by Level	10.0	25.0	50.0	
A6 - Acreage Per Unit by Level - SFD	0.0043	0.0036	0.0075	0.0154
B2 - Weld RE8 SD Student Yield Per TH/Duplex Dwelling Unit	0.28	0.10	0.18	0.56
B6 - Acreage Per Unit by Level - TH/Duplex	0.0047	0.0028	0.0075	0.0149
F2 - Weld RE8 SD Student Yield Per Manufactured Home Dwelling Unit	0.330	0.260	0.260	0.85
F6 - Acreage Per Unit by Level - MANUF HM	0.0055	0.0072	0.0108	0.0236
G2 - Weld RE8 SD Student Yield Per Apartment Unit	0.19	0.09	0.09	0.37
G6 - Acreage Per Unit by Level - APT	0.0032	0.0025	0.0038	0.0094

Conclusion – An average fee per single family detached unit of $2,424.35 is reasonable given the various costs faced by Weld Re-8 School District as it continues to provide high quality school facilities for its students and families. This report confirms that the fee uses reasonable, updated variables and a methodology consistent with common practice in the State of Colorado. The revenue collected will greatly assist the district with its efforts to purchase sites and construct needed schools as the community continues to grow.

SUBJECT FOR DISCUSSION

Consideration of the Renewal Application for a Tavern Liquor License, by the City Council acting as the Local Licensing Authority, Submitted by Silvermoon LLC dba Silvermoon Bar and Café

SUMMARY STATEMENT/BACKGROUND DISCUSSION

On August 31, 2023, the Silvermoon LLC submitted a renewal application for its Tavern Liquor License. The Silvermoon LLC is located at 334 Main Street. After review of the file, it was noticed that the lease agreement between the property owner, Joe Henry Cardenas and the Silvermoon LLC expired in 2018.

The owners of Silvermoon LLC are Jason Cardenas, and decedents Sarah Cardenas and Joe Cardenas.

The owner of the property, Joe Henry Cardenas passed away in March 2023. As of September 25, 2023, upon information and belief Joe Henry Cardenas still holds ownership of the property at 334 Main Street, as evidenced by the Weld County Assessor's Office.

Due to the information regarding Mr. Cardenas' death, and being the sole owner of property, the renewal application is coming before the local licensing authority to determine if the Silvermoon LLC legally holds possession of the premises which is a requirement for any licensee. The Clerk's office can't process the application administratively.

Notice of the hearing was provided to Silvermoon LLC by mail to 334 Main St., Fort Lupton, CO 80621 on September 13, 2023, by text and by email to Jason Cardenas on September 13, 2023. The Public Hearing notice was posted by Jason Cardenas on September 22, 2023.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

Information pertaining to actual legal possession of the property by Silvermoon LLC needs to be provided.

ALTERNATIVES/OPTIONS

1. Discuss any possible alternatives or other options that were considered or that may be available for Approval of 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 recommendation

Attachments: a. N/A

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

City Council Meeting
Date: October 3, 2023
Staff: Roy Vestal,
Public Works Director

AM 2023-142
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Resolution Revising the Water and Sewer Infrastructure Investment Fee Schedule for 2024

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Periodically, it is necessary to revise the Water and Sewer Plant Investment Fee Schedule. City staff conducted a survey of water and sewer taps in the surrounding region. Of the 6 communities surveyed, Fort Lupton fell on the bottom of the list. The average water tap fee is $15,227.50 for a ¾" meter.

METRO Water Recovery is increasing tap fees to $5,120 (increase of $400) per Single Family Equivalent (SFE). The City currently has several projects planned for upgrading the Water Treatment Plant and distribution system.

Changes incorporated within this revision include:

Increasing the WWTP Plant Investment Fee to $11,100 per SFE
Increase the WTP Plant Investment Fee to $9,000 per SFE

FINANCIAL CONSIDERATIONS

Revising the respective fees will ensure that the City can adequately plan for the expansion of the Waste Water Treatment Plant and Water Treatment Plant without requiring additional debt

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

A. Approve Resolution
B. Delay approval
C. Revise timing and/or amounts.

STAFF RECOMMENDATIONS

Staff recommends approving the resolution to revise the water and sewer infrastructure investment fee schedule for 2024.

Attachments:
a. Proposed Resolution
b. Revised Water and Sewer Plant Investment Fee Schedule

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

____
City Clerk

____
Date

RESOLUTION 2023Rxxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON ACTING AS THE FORT LUPTON UTILITY ENTERPRISE BOARD REVISING THE WATER AND SEWER PLANT INVESTMENT FEE SCHEDULE.

WHEREAS, Section 13-124(a) of the Fort Lupton Municipal Code states the water plant investment fee shall be established, and amended from time to time, by written resolution of the Fort Lupton Utility Enterprise Board; and

WHEREAS, Section 13-27(a) of the Fort Lupton Municipal Code states the sewer plant investment fee shall be established, and amended from time to time, by written resolution of the Fort Lupton Utility Enterprise Board; and

WHEREAS, the water and sewer plant investment fee schedule is not adequate to provide for the expansion of the water and sewer treatment plants and for upgrades of the system; and

WHEREAS, it is necessary to raise these fees to reflect prevailing market rate trends and consistent with the needs of the City.

NOW THEREFORE BE IT RESOLVED that the City Council, acting as the Fort Lupton Utility Enterprise Board, hereby modify the plant investment fee requirements of Fort Lupton Municipal Code effective December 1, 2023 for new services.

APPROVED AND PASSED BY MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 3rd 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

CITY OF FORT LUPTON, COLORADO
WATER AND SEWER PLANT INVESTMENT FEE SCHEDULE
Effective December 1, 2023

Sewer Plant Investment Fees:

Residential 3/4" Water Service	1 SFE	**$11,100.00**
MF / Unit	Considered Commercial by size	
Commercial 3/4" Water Service	2 SFE	**$22,200.00**
Commercial 1" Water Service	4.8 SFE	**$53,280.00**
Commercial 1-1/2" Water Service	11 SFE	**$122,100.00**
Commercial 2" Water Service	20 SFE	**$222,000.00**
Commercial 3" Water Service	43 SFE	**$477,300.00**
Commercial 4" Water Service	82 SFE	**$910,200.00**
Commercial 6" Water Service	217.98 SFE	** TBD

Water Plant Investment Fees:

Residential ¾" service	1 SFE	$ 9,000.00
MF / Unit	*Considered Commercial by size	

Commercial Water Plant Investment Fees:

Commercial 3/4" Service	2 SFE	$18,000.00
Commercial 1" Service	4.8 SFE	$43,200.00
Commercial 1-1/2" Service	11 SFE	$99,000.00
Commercial 2" Service	20 SFE	$180,000.00
Commercial 3" Service	43 SFE	$387,000.00
Commercial 4" Service	82 SFE	** TBD
Commercial 6" Service	217.98 SFE	** TBD

** Multifamily considered commercial enterprise*

***TBD = To be determined based on water annual usage*

City Council Meeting
Date: October 3, 2023
Staff: Roy Vestal,
Public Works Director

AM 2023-143
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving Change Order to Contract with Burns and McDonnell for Engineering Design Services for the Lift Station/Force Main to METRO Project Design for an Amount Not to Exceed $29,008.00 from the Sewer Enterprise Fund - Sewer Treatment Plant

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Request for Qualifications (RFQ) was advertised August 13, 2021 and selection of consultant following the requirements of the Brooks Act (40 U.S.C. 1101). Burns and McDonnell was awarded the contract November 2, 2021 for the design and permitting of the METRO Lift Station and Force Main. The design is completed and currently under review by the United States Department of Agriculture (USDA).

We are pursuing a USDA Rural Development loan. Additional effort was required to obtain USDA approval. The Environmental Assessment required additional work for USDA requirements.

We are expecting to go out for bid this fall and start construction on the force main.

FINANCIAL CONSIDERATIONS

The expected USDA loan amount will be $25,000,000, which covers the engineering services agreement.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

A. Approve the change order to Burns & McDonnell
B. Reject change order.
C. Delay action on the contract to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approving change order to the contract with Burns and McDonnell for an amount not to exceed $29,008.00.

Attachments:
a. Contract Agreement Change Order – Burns & McDonnell
b. Proposal (Exhibit A)

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

____
City Clerk

____
Date

Public Works Agreement Change Order

The PUBLIC WORKS Agreement entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Burns & McDonnell Engineering Company, Inc.** (hereinafter "CONSULTANT") dated November 2, 2021 is hereby modified as follows:

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

1. **SCOPE OF SERVICES.** Consultant shall additionally perform the services included in the scope of work set forth and incorporated herein as **Exhibit A**.

2. **CONTRACT SUM.** The City shall pay to the Consultant for performance and completion of the work encompassed by this Agreement, and the Consultant will accept as full compensation therefore the sum of not to exceed

Additional USDA coordination **$ 29,008.00**

All conditions and terms of original agreement to remain intact and applicable.

3. **APPROVAL REQUIRED.** This Agreement is subject to the final approval of the Fort Lupton City Council and signature by the Mayor of Fort Lupton.

EXECUTED THIS ____________ DAY OF **October, 2023**.

CITY OF FORT LUPTON, COLORADO	BURNS & MCDONNELL ENGINEERING COMPANY, INC.
______________________________	______________________________
BY: **Zo Hubbard**	BY: ______________________
TITLE: **Mayor**	TITLE: ______________________

Scope of Services

9/26/2022

USDA RD OE Agreement & Pre-Bid Approval

Project Understanding

The City of Fort Lupton has been offered funding through USDA RD (Agency) as of Summer of 2023. The Agency requires specific forms, documents, and contracts to be completed, reviewed, and concurred on before providing the approval to bid. Burns & McDonnell has been coordinating with the Agency to complete the Owner-Engineer (OE) agreement and other tasks in order to receive bid approval from the Agency.

Scope of Services

Burns & McDonnell will work with the City and USDA to receive concurrence on the EJCDC OE agreement, as well as complete the required forms, approvals, and certifications. Among these are the Right-of-way certificates (forms RD 442-20, RD 442-21, RD 442-22, and associated ROW map) as well as USDA Forms 1940-Q Exhibit 1A and AD 1048. Burns & McDonnell, with aid and coordination with the City of Fort Lupton, will also facilitate the completion of the EJCDC front end documents required as part of RUS Bulleting 1780-26.

TASK SERIES A200 – USDA FUNDING SUPPORT

Task A201 – OE Agreement Completion & Coordination

Burns & McDonnell will coordinate with the City of Fort Lupton and USDA RD to complete and receive concurrence on the EJCDC OE Agreement. The OE Agreement is a requirement of USDA RD for funds to be obligated to the project. The OE will supersede this agreement upon the completion of Bid Phase Services and execution by the City of Fort Lupton and Burns & McDonnell. Included in this scope of work is obtaining the EJCDC E-500 series documents, incorporating required USDA modifiers, and negotiation of project compensation as well as monthly coordination with USDA and the City so the OE agreement can be concurred on by the Agency.

Task A202 – Front-End EJCDC Documents Completion & Coordination*

Burns & McDonnell will coordinate with the City of Fort Lupton to compile the EJCDC front-end documents as required by USDA RD Bulletin 1780-26. This includes incorporating required USDA modifications within the front-end documents and aiding the City of Fort Lupton in completion of the documents. Guidance is expected from the City of Fort Lupton so that the documents will reflect the decisions of the City.

*The City of Fort Lupton will be responsible for reviewing the final state of the construction contract front-end documents prior to bidding.

Task A203 – Right-of-Way Certification Documents:

Burns & McDonnell will complete the following forms which as required by USDA RD:

1. RD 442-20
2. RD 442-21
3. RD 442-22

In addition, the ROW Map will be completed for USDA review to support the above forms.

Activity	Project Management & USDA Coordination		USDA Coordination		BMcD Total Labor		Expenses	Total Cost
	Ryan Brong, PE		Kyle LeBrasse, PE					
	Rate	$220	Rate	$247				
	Hours	Cost	Hours	Cost	Hours	Cost	Direct	
Task Series A200 - USDA Funding Support								
Task A201 - OE Agreement Completion & Coordination	80	$17,600	4	$988	84	$18,588	$1,301	$19,889
Task A202 - Front-End EJCDC Documents Completion & Coordination	24	$5,280	4	$988	28	$6,268	$439	$6,707
Task A203 - Right-Of-Way Certification Documents	8	$1,760	2	$494	10	$2,254	$158	$2,412
Project Total	**112**	**$24,640**	**10**	**$2,470**	**122**	**$27,110**	**$1,898**	**$29,008**

Fort Lupton COLORADO

City Council Meeting
Date: October 3, 2023
Staff: Roy Vestal,
Public Works Director

AM 2023-145
Public Hearing☐

SUBJECT FOR DISCUSSION

Authorize Work Order to Jacobs (OMI) for CH2M Hill Engineers, Inc. for a Maximum Amount Not to Exceed $461,013.00 for Professional Engineering Services for Construction Management Services for the Water Treatment Plant Expansion Project, Allocated from the Utility Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

CH2M Hill Engineers, Inc. (Jacobs Engineering) is the current provider of engineering services for the City Wastewater Treatment Plant, Water Treatment Plant (WTP), and Distribution, Collection System repairs, and maintenance and operational projects for the City of Fort Lupton. Under the Master Agreement, Appendix J, between the City and CH2M Hill.

The City is in need of professional assistance with construction management and permitting for the expansion of the City's WTP. The WTP has experienced peak flows in the past 2 summers that are coming close to capacity. The design is complete and ready for submittal to CDPHE.

AM 2022-102 approved $499,955.00 (which was included in the 2022 budget) for design/permitting services. The Phase 1 and Phase 2 engineering contracted at $425,292 ($74,663 under budget).

Project Budget

Construction		Budget	
Engineering CH2M Design	$ 425,292	2022 Budget	$ 500,000
CM-CH2M	**$ 461,013**	WTP Expansion	$ 3,000,000
PLC	$ 294,769	pretreatment	$ 5,000,000
Filtration Skids	$ 2,409,959		
Remaining Constr Est	$ 4,100,600		
Total	$7,691,633		$ 8,500,000

We are expecting to go out for bid this fall and start construction beginning of the year.

FINANCIAL CONSIDERATIONS

The 2022 Budget included $500,000 in the Utility Fund for this project. The 2023 budget includes CIP for pretreatment of $5,000,000 and $3,000,000 for the WTP project

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

A. Approve the work order with CH2M
B. Reject and contract with another firm.
C. Delay action on the contract to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approval of the Work Order to CH2M for professional services to provide construction management for not to exceed $461,013.00 for the WTP expansion project.

Attachments:
a. Work Order - CH2M.
b. Scope and Fee (Exhibit A)

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

____
City Clerk

____
Date

Jacobs

City of Fort Lupton Water Treatment Plant Improvements

Scope of Services

CH2M Hill Engineers, Inc. (CONSULTANT) agrees to furnish the City of Fort Lupton (CITY) engineering services during construction for the CITY's Water Treatment Plant (WTP) Improvements Project (Project) based on the following task descriptions. The CONSULTANT's estimate of engineering costs for the Project is based on the following descriptions.

This Scope of Services is for Construction Support Services for the Fort Lupton WTP.

The CITY has designated Mr. Roy Vestal, Public Works Director, as CITY Project Manager and will be the primary point of contact for the work performed under this agreement, with authority to transmit instructions, receive information, interpret and define CITY policies and decisions relative to elements pertinent to the work covered by this Agreement.

Project Purpose and Background

The purpose of this Project is to perform engineering services during construction that support expansion of the WTP with the addition of two microfiltration skids and clearwell. The following tasks are included in this scope, along with a detailed list of the WTP components that will be addressed in the Project:

1. Office Engineering Services During Construction (SDC)
2. Onsite Services During Construction

CONSULTANT will provide construction-phase services as defined in the specific Task descriptions below.

Task 1—Services During Construction

The CONSULTANT shall provide "office engineering" services during construction (SDC) as described in the following tasks. Task 2 describes services to be provided by the Project Representative (PR) and onsite services. The CONSULTANT's basis for estimating engineering costs for the project is based on the elements included in task descriptions.

The CONSULTANT shall provide services to participate in meetings, respond to design and technical submittals, respond to requests for information or clarification, perform special site visits, prepare record drawings, and start-up assistance.

An overall construction period of 15 months is assumed.

Sub Task 1.1 – Construction Phase Project Management

The CONSULTANT shall provide the following project management subtasks to support both the engineering and onsite services during construction.

Task 1.1.1 – Project Instructions and Setup

The CONSULTANT shall prepare a brief Services During Construction Project Execution Plan (PEP) to serve as a guide for the project team. The PEP shall outline procedures, summarize project goals and scope, present the project work plan (which shall include tasks, staff assignments, level of effort, costs, and schedule), and include other information that is pertinent to the successful execution of the project. A PDF of the PEP shall be provided to the CITY for information.

Task 1.1.2 - Cost and Schedule Control

The CONSULTANT shall prepare, implement, monitor, and update the work plan as required throughout delivery of the work and shall manage, administer, coordinate, and integrate engineering and onsite SDCas required to deliver these services within budget and on schedule.

Task 1.1.3 – Progress Reports and Invoicing

CONSULTANT's project manager will prepare and submit to the CITY's project manager, monthly, a brief cost and schedule status report. The report shall include a narrative description of progress to-date, actual costs for each Task, estimates of percent complete, and potential cost variances.

This task includes preparation of monthly progress reports and invoices.

Task Deliverable(s)

Monthly Progress Reports and Invoices

Sub Task 1.2 – Meetings

The CONSULTANT's engineering staff shall participate remotely through Microsoft Teams or phone in various construction meetings as described in the following subtasks and the supporting assumptions noted previously within this scope of services. The CONSULTANT will prepare and distribute meeting agendas and meeting minutes for construction progress meetings. Four hours of CONSULTANT's time has been assumed for each CONSULTANT engineering staff attendee for each meeting at the site and two hours for each meeting attented remotely. PR meeting time assumes 8 hour meeting time for agenda and meeting summary preparation.

Task 1.2.1 – Pre-construction and Preliminary Schedule Review Meeting

The CONSULTANT's Project Manager and PR shall attend. The meeting will include review of the Contractor's Preliminary Progress Schedule.

Task 1.2.2 – Progress Meetings – Primary

The CONSULTANT's PR will attend biweekly progress meetings for a total of 26 such meetings throughout the project. PR shall prepare meeting agenda and minutes.

Task 1.2.3 – Quality Control and Coordination Meetings

The CONSULTANT's PR shall call such meetings as required and stated in specification Section 01 31 19, Project Meetings. It is assumed that the PR will call for 6 such meetings throughout the project, and that the CONSULTANT's project manager and an appropriate discipline lead design engineer will attend the meetings.

Task 1.2.4 – Process Instrumentation & Controls System Coordination Meetings

The CONSULTANT's instrumentation and controls (I&C) engineer and project manager shall attend up to three (3) I&C Coordination Meetings with attendees and agenda as stated in Specification Section 01 31 19, Project Meetings and Section 40 90 00, Instrumentation and Controls for Process Systems.

Task 1.2.5 – Facility Tie-in/Startup Meetings

The CONSULTANT's PR and senior advisor shall attend up to one (2) Facility Startup Meeting with attendees and agenda as stated in Specification Sections 01 31 19 Project Meetings and 01 31 13 Project Coordination, with CONSULTANT's project manager in attendance.

Sub Task 1.3 – Submittal Review

The CONSULTANT shall process and review shop drawings, samples, and other submittals, submitted by the Contractor for review. The CONSULTANT assumes that the CONTRACTOR shall maintain a submittal tracking system to document submittal transactions, dispositions, review times, and re-submittals.

CONSULTANT shall obtain from the Contractor a proposed shop drawing, samples, and submittal schedule that shall identify all shop drawings, samples, and submittals required by the contract for construction, along with the anticipated dates for submission.

The CONSULTANT's review of shop drawings, samples, and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance per the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples, and submittals is free of errors, inconsistencies, or omissions.

CONSULTANT shall assist the CITY in reviewing and responding to the Contractor's requests for substitution of materials and equipment. CONSULTANT shall review such requests and shall advise the CITY as to the acceptability of such substitutions.

To estimate the level of effort for this task, the following criteria are assumed for the submittal review effort:

- 1.25 submittal per drawing (58 drawings) or a total of 72.5 submittals.
- 3.5labor hours of effort per submittal.
- 50% resubmittal rate.

Sub Task 1.4 – Requests for Clarification/Information

The CONSULTANT shall receive Contractor's requests for clarification or information (RFCs/RFIs). The CONSULTANT shall review and respond to Contractor's RFC and RFIs. The CONSULTANT shall interpret plans and specifications in response to requests from the Contractor to deviate from designs or specifications.

CONSULTANT shall maintain an RFC and RFI tracking system to document transactions, dispositions, and response times.

To estimate the level of engineering effort for this task, the following criteria are assumed:

- 1 RFCs and/or RFIs per drawing (58drawings) or 58 total RFCs/RFIs.

- 5 labor hours of effort per RFC or RFI

Sub Task 1.5 – Change Orders

The CONSULTANT shall review, prepare, and recommend change orders for work arising from unforeseen conditions or for changes requested by the CITY or Contractor affecting the cost or time of completion of the project. At the direction of the CITY, CONSULTANT shall assist in performing engineering tasks to develop drawings, specifications, or clarifications to include with the change orders. CONSULTANT shall provide recommendations to the CITY regarding the merit of the change order and recommend a course of action for the CITY.

To estimate the level of effort for this task, the following criteria are assumed:

- 40 project management hours, and 104 design lead, CAD and QC hours.

Sub Task 1.6 – Design Team Site Visits

Selected members of the CONSULTANT design team and/or specialized engineers shall provide onsite observations of the work. The PR shall coordinate and make requests for specialty observation for a maximum of 88 hours of CONSULTANT design team time for the 6-month anticipated duration of the majority of the construction.

Sub Task 1.7 – Overall Process Startup Assistance

The CONSULTANT shall furnish assistance to the CITY in plant startup and initial plant operation on an as-needed basis to assist the initial startup of the facilities by assisting the CITY's operating personnel. A total of 24 CONSULTANT hours is assumed for additional startup assistance.

Sub Task 1.8 – Record Drawings

At the completion of construction work, CONSULTANT will review and comment on record drawing information supplied by the Contractor and shall incorporate information on the drawings. CONSULTANT will prepare electronic record drawings for the CITY based on the information supplied by the Contractor. CONSULTANT will provide the CITY with a copy of these record drawings in both .pdf and Microstation format. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings. An average of 1 CONSULTANT man-hours per drawing (58 drawings), or 58 hours has been budgeted for this task for CAD staff and 29 hours for Assistant Process Engineer/Facility Lead, assuming not all of the drawings will require editing. It is assumed that incorporation of an as-built survey is not required.

Task 2– Onsite Services During Construction

The CONSULTANT shall provide periodic "onsite" SDC as described in the following tasks. It is assumed that the City's WTP staff will assist in the day to day construction coordination efforts to allow reduce on-site SDC level of effort by PR. The CONSULTANT's basis for estimating engineering costs for the project is based on the elements included in task descriptions.

The CONSULTANT shall provide services to assist in coordinating the site activities, administering the contract for construction, monitoring the contractor's performance, responding to design and technical submittals, and closing out the contract for construction. These services shall be provided by the PR.

Task 2 Assumption:

- CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of the Contractor, nor shall CONSULTANT be responsible for the Contractor's failure to perform per the contract documents.
- CONSULTANT does not guarantee the performance of the Contractor. CONSULTANT's observations shall not relieve the Contractor from responsibility for performing the work per the contract for construction, and CONSULTANT shall not assume liability in any respect for the construction of the project.
- CITY shall require construction Contractor(s) to name the CITY and CONSULTANT as additional insured's on the Contractor's general liability insurance policy. CITY agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:
    - *"Contractors, subcontractors, and equipment and material suppliers on the Project, or their sureties, shall maintain no direct action against CONSULTANT, CONSULTANT's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the engineering services performed. CITY will be the only beneficiary of any undertaking by CONSULTANT."*
- If asbestos or hazardous substances in any form are encountered or suspected, CONSULTANT will stop its own work in the affected portions of the Project to permit testing and evaluation. CITY will be responsible for contracting an independent specialty firm to perform this survey before any disturbance at the site.
- If hazardous substances other than asbestos are suspected, CONSULTANT will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.CITY recognizes that CONSULTANT assumes no risk and/or liability for a waste or hazardous waste site originated by other than CONSULTANT.

PR Level of Effort

The Level of Effort for the PR is assumed to be 24 hours per week for 24 weeks and 8 hours per week for 32 weeks for a total of 832 hours. This includes the PR hours in Task 1.

Sub Task 2.1 – Document Management System and Procedures

CONSULTANT's PR and the Contractor shall confer and establish a system and set of procedures for managing, tracking, and storing relevant documents between the Contractor, CONSULTANT and CITY produced during the Construction and Closeout phases of the project. CONSULTANT's PR shall maintain electronic records, suitably organized, of relevant documentation. CONSULTANT's PR shall assist the CITY in monitoring outstanding decisions, approvals or responses required from the CITY.

Sub Task 2.2 –Payments to Contractor

CONSULTANT's PR will receive and review the Contractor's requests for payment. CONSULTANT's PR will determine whether the amount requested reflects the progress of the Contractor's work and is per the contract for construction. CONSULTANT's PR shall provide recommendations to the CITY as to the acceptability of the requests. CONSULTANT's PR will advise the CITY as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction. It is assumed that 6 payment applications will be processed.

Recommendations by CONSULTANT's PR and PM to the CITY for payment will be based upon CONSULTANT's PR's and PM's knowledge, information and belief from observations of the work on site and selected sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by CONSULTANT's PR and PM to ascertain that the Contractor has completed the work in exact accordance with the contract for construction; that CONSULTANT's PR and PM has made an examination to ascertain how or for what purpose the Contractor has used the moneys paid; that title to any of the work, materials or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances.

Sub Task 2.3 – Site Coordination

Task 2.3.1 – Permits, Bonds and Insurance

CONSULTANT's PR will verify that the required permits, bonds, and insurance have been obtained and submitted by the Contractor.

Task 2.3.2– Communications

CONSULTANT's PR shall implement and maintain regular communications with the Contractor during the construction. CONSULTANT's PR shall receive and log communications from the Contractor and shall coordinate the communications between the CITY and Contractor.

CONSULTANT's PR shall coordinate written communications among the Contractor, CONSULTANT, and CITY during the construction. CONSULTANT's PR shall prepare written communications to the Contractor and provide recommendations to the CITY for written communications between the CITY and Contractor.

Task 2.3.3 – Progress Meetings - Supplemental

CONSULTANT's PR shall conduct progress meetings with the Contractor and shall prepare the minutes of these meetings. It has been assumed that 8 of these progress meetings will be held during the construction.

Task 2.3.4 – Other Meetings

CONSULTANT's PR shall attend, schedule and coordinate CONSULTANT and CITY attendance, as required, to the following meetings defined in Task 1 – Engineering Services During Construction:

- Preconstruction and Preliminary Schedule Review meeting.
- Quality Control and Coordination meetings.
- Process Instrumentation and Controls System coordination meetings.
- Facility Startup meetings.

Sub Task 2.4 – Changes

Task 2.4.1 – Minor Variations in the Work

CONSULTANT's PR may authorize minor variations in the work that do not involve an adjustment in the Contractor's contract price or time for construction and are not inconsistent with the intent of the contract documents (field orders).

Task 2.4.2 – Coordinate Issuance of Changes

CONSULTANT's PR shall assist the CITY with the issuance of changes to the contract for construction. Design and engineering services to prepare drawings, specifications, and other information for the change shall be handled under Task 1 – Engineering Services During Construction.

CONSULTANT's PR shall receive and review the Contractor's response to the request for change and shall obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. CONSULTANT's PR shall assist the CITY with negotiations of the proposal and, upon approval by the CITY, prepare final change order documents for execution by the CITY and Contractor.

Task 2.4.3 – Review of Contractor's Requested Changes

CONSULTANT's PR shall review Contractor requested changes to the contract for construction. CONSULTANT's PR shall make recommendations to the CITY regarding the acceptability of the Contractor's request and, upon approval of the CITY, assist the CITY in negotiations of the requested change. Upon agreement and approval, CONSULTANT's PR shall prepare final change order documents.

Design and engineering services of CONSULTANT to review Contractor initiated changes and to prepare drawings and specifications for issuance to the Contractor shall be handled as part of Task 1 – Engineering Services During Construction.

Task 2.4.4 – Claims and Disputes

CONSULTANT's PR will receive, log, and notify the CITY about all letters and notices from the Contractor concerning claims or disputes between the Contractor and CITY on the acceptability of the work or the interpretation of the requirements of the contract for construction.

Sub Task 2.5 – Project Controls

Task 2.5.1 – Contractor's Schedule Submittal

CONSULTANT's PR shall review the Contractor's construction schedule and verify that it is consistent with the requirements of the contract for construction. CONSULTANT's PR shall advise the Contractor of areas where the schedule is not in compliance with the contract for construction. CONSULTANT's PR shall provide comments to the CITY to assist the CITY in approving, accepting, or taking other action on the contractor's schedule, per the contract for construction.

CONSULTANT's PR's review and comments shall not be considered as a guarantee or confirmation that the Contractor will complete the work per the contract for constructioncontract.

Task 2.5.2 – Contractor's Schedule Updates

CONSULTANT's PR shall review the Contractor's periodic schedule updates or other schedule submissions. CONSULTANT's PR shall advise the Contractor if the updates or other submissions are not per the contract for construction. CONSULTANT's PR shall provide comments to the CITY regarding the updates or other submissions.

Task 2.5.3 – Effect of Change Orders

CONSULTANT's PR shall review information submitted by the Contractor regarding the effect of proposed or issued Change Orders upon the construction schedule, duration, and completion date. CONSULTANT's PR shall advise the CITY as to the potential impact of proposed or issued Change Orders. CONSULTANT shall provide recommendations to the CITY regarding the merit of the change order and recommend a course of action for the CITY. CONSULTANT's PR shall assist the CITY in discussions with the Contractor concerning the potential impact of proposed or issued Change Orders.

Sub Task 2.6 – Field Inspection

Task 2.6.1 – Review of Work

CONSULTANT's PR is a limited part time role and shall conduct periodic on-site observations of the Contractor's work to determine if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. CONSULTANT's PR shall prepare written reports, diaries, or other records of observations, which may include photographs.

CONSULTANT's observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. CONSULTANT does not guarantee the performance of the Contractor. CONSULTANT's observations shall not relieve the Contractor from responsibility for performing the work per the contract for construction, and CONSULTANT shall not assume liability in any respect for the construction of the project. CONSULTANT shall, with the assistance of the CITY, obtain written plans from the Contractor for quality control of its work, and shall monitor the Contractor's compliance with its plan.

Task 2.6.2 – Deficient and Non-Conforming Work

Should CONSULTANT's PR discover or believe that any work by the Contractor is not per the contract for construction, or is otherwise defective, or not conforming to requirements of the contract or applicable rules and regulations, CONSULTANT's PR shall bring this to the attention of the Contractor and the CITY. CONSULTANT's PR shall thereupon monitor the Contractor's corrective actions and shall advise the CITY as to the acceptability of the corrective actions.

Task 2.6.3 – Performance and Witness Testing

CONSULTANT's PR shall not attend and witness field functional and performance tests as specified in the contract for construction. It is assumed that a representative of the CITY water treatment plant staff will witness testing outside of this scope of services.

Task 2.6.4 – Regulatory and Third Party Testing and Inspections

CONSULTANT's PR shall monitor the Contractor's coordination of inspection and testing by regulatory and third-party agencies that have jurisdiction over the project.

Task 2.6.5 – Substantial and Final Completion

CONSULTANT shall assist the CITY with inspections at substantial and final completion, per the contract for construction. CONSULTANT's PR shall prepare up to two separate punch lists of items requiring completion or correction. CONSULTANT's PR shall make recommendations to the CITY regarding acceptance of the work based upon the results of the final inspection.

Sub Task 2.7 – Safety

CONSULTANT shall manage the health, safety, and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. CONSULTANT and subconsultants shall follow the established CITY WTP site safety and evacuation procedures.

CONSULTANT shall notify affected personnel of any site conditions posing an imminent danger to them which CONSULTANT observes.

CONSULTANT is not responsible for health or safety precautions of construction workers. CONSULTANT is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

Sub Task 2.8 – Services During the Close-Out Phase

CONSULTANT's PR shall assist the CITY in closing out the contract for construction and commencement of the CITY's use of the completed work. This includes monthly review of Record Documents in connection with Contractor's request for progress payment and administering the Project Close Out requirements in Section 01 77 00 of the Construction Documents.

Task 2.8.1 – Manufacturer Operation and Maintenance Manuals and Training

CONSULTANT's PR shall coordinate with the Contractor for the submission of required manuals provided by equipment suppliers for operation and maintenance and training of the CITY's staff by the Contractor. Manuals will address startup, testing, operation, maintenance, and troubleshooting requirements specified in the Contract Documents.

Task 2.8.2 – Warranties, Guarantees, Lien Releases

CONSULTANT's PR shall coordinate with the Contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the contract for construction. CONSULTANT's PR shall advise the CITY as to the acceptability and compliance of these documents with the contract for construction.

Assumptions

The CONSULTANT's basis for estimating engineering costs for the project is based on the following assumptions for this scope of services:

1. The fee assumes a construction period of up to 6 months for on site WTP construction and a total project duration of 15 months.
2. CONSULTANT's PR shall arrange and conduct one pre-construction meeting with the CITY, Contractor and other interested parties in the CITY's office. CONSULTANT's Project Manager will attend the pre-construction meeting.
3. Construction progress meetings will be attended at the project site or remotely. CONSULTANT's PR and Project Manager shall attend each meeting. It is assumed that a total of 26 meetings will be held.
4. CONSULTANT's PR shall conduct one substantial completion and one final inspection lasting 1 day each (total of 2 days).
5. The PR and Senior Advisor will attend the preliminary schedules meeting.
6. It is assumed that the CONSULTANT's PM and one discipline or facility lead will attend 6 quality control and coordination meetings.

7. It is assumed that the CONSULTANT will attend a maximum of:
    a. Three (3) Process Instrumentation and Controls System ICS meetings,
    b. One (1) shutdown coordination meeting,
    c. One (1) facility startup meeting.
    d. Concrete pre installation meeting.
8. It is assumed that the CONSULTANT's design team will provide a maximum of:
    a. 88 hours for design team site visits
    b. 24 total (preparation and field time) hours for facility startup assistance.
    c. 62 total hours for preparation of record drawings at 1 hour total for each drawing (42 drawings)
    d. No time is included for the warranty period
9. Any labor and expenses, above the effort defined in this scope, required to address construction claims, unforeseen subsurface considerations or additional construction requested by the Contractor or CITY would constitute additional services.
10. Contractor deliverables include: shop drawings, samples, application for payment, certificates, construction photos, record documents, releases from liens, claims, and agreements, contractor design data, manufacturer's instructions, operation and maintenance data, schedules, special guarantees, statements of qualification, permits, test and inspection reports, testing and startup data, and training data. The CONSULTANT will keep a copy of Contractor deliverables for CITY records.
11. CONSTRUCTION PHASE SERVICES. The following applies: (a) If CONSULTANT is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, CONSULTANT will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. CONSULTANT shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s) and shall not review their work to ensure their compliance with safety standards. (b) If CONSULTANT is called upon to review submittals from construction contractors, CONSULTANT shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. CONSULTANT's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in CONSULTANT's professional judgment to permit adequate review. Review of such submittals will not be conducted to determine the accuracy and completeness of other details such as dimensions and quantities. (c) CONSULTANT shall not assume any responsibility or liability for performance of the construction contractor(s), or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction contractor(s). CONSULTANT shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s).

12. CITY is responsible for the costs of a material testing contractor for concrete testing and soil compaction testing to determine compliance with the specifications and other work requirements.

Schedule

The following schedule is anticipated for the CITY Water Treatment Plant Improvements.

- Begin Construction December 2023
- Completion March 2025

Payment

Compensation will be on a time and expense basis with labor billed at hourly labor rates based on labor code. Subconsultant expenses are billed at actual cost, plus a multiplier of 1.08, and direct expenses at actual cost or standard billing rates. The hourly billing rates include allowances for salary, benefits, overhead, and profit. Other expenses will include travel, printing, mailing, copying, supplies, and other similar costs incurred in performance of the work. A budgetary amount for the CONSULTANT's services is included in **Attachment 2**. Notice that the fee includes tasks for design, services during construction, and tasks related to special services including pre-procurement.

The CONSULTANT shall make reasonable efforts to complete the work within this budget and will keep the CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary. The CONSULTANT shall not exceed the total budgetary amount without prior written approval from the CITY. CONSULTANT is allowed to manage to the overall total budget, which allows underruns or overruns at the subtask level.

List of Attachments

The following attachments are a part of this Scope of Services:

- Attachment 1 – Project Fee

Attachment 1
Project Fee

Attachment 2 - Fee Estimate
Engineering Services for Fort Lupton WTP

Task	Subtask		Task Description	Key Staff: Brad Schutt Project Manager/Design manager	Paul Mueller Membrane STC	Al Paquet Senior Advisor	Hugo Rojas Structural Engineer	Robin Steger Assist Process Eng / Facility Lead	Brittany Faber HVAC Engineer	Hassan Idrees Electrical Engineer	Jonathan James Lead Electrical Engineer	Cody Schnee Process Mechanical Tech	Dennis Thomas I&C Lead	David Curran Geotechnical Engineer	Mike Petersen, Health and Safety	Project Representative David Rapier	Labor Hour & Fee Summary: Labor Hours	Direct Labor Costs	Total Expenses	Outside Services	Total
			2023 Billing Rate	$190	$240	$240	$210	$145	$145	$165	$240	$165	$235	$240	$240						
			2024 Billing Rate	$196	$248	$248	$217	$165	$150	$170	$248	$170	$243	$248	$248	$196					
Fort Lupton WTP Design Services																					
Task 1 -Services During Construction				**288**	**34**	**38**	**206**	**217**	**33**	**146**	**42**	**98**	**164**	**32**	**8**	**262**	**1,568**	**$ 312,781**	**$ 1,200**	**$ -**	**$ 313,981.00**
	Subtask	1.1	Construction Phase Project Management	24	8	4		8							8	6	**58**	**$ 12,160**	**$ -**	**$ -**	**$ 12,160.00**
	Subtask	1.2	Meetings	96	6	18	50	36		6	6		18	4		256	**496**	**$ 99,608**	**$ -**	**$ -**	**$ 99,608.00**
	Subtask	1.3	Submittal Review	80	4		80	80	13	60			60	4			**381**	**$ 74,954**	**$ -**	**$ -**	**$ 74,954.00**
	Subtask	1.4	Requests for Clarification/Information	40	8	16	40	48	8	48	16		42	24			**290**	**$ 59,878**	**$ -**	**$ -**	**$ 59,878.00**
	Subtask	1.5	Change Orders	40			24	8	4	8	4	40	16				**144**	**$ 28,008**	**$ -**	**$ -**	**$ 28,008.00**
	Subtask	1.6	Design Team Site Visits				8	16	8	16	16		24				**88**	**$ 18,096**	**$ 1,000**	**$ -**	**$ 19,096.00**
	Subtask	1.7	Overall Process Startup Assitance	8	8			4					4				**24**	**$ 5,184**	**$ 200**	**$ -**	**$ 5,384.00**
	Subtask	1.8	Record Drawings				4	17		8		58					**87**	**$ 14,893**	**$ -**	**$ -**	**$ 14,893.00**
Task 2 -Onsite Services During Construction				**84**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	**16**	**0**	**570**	**690**	**$ 137,032**	**$ 5,000**	**$ 5,000**	**$ 147,032.00**
	Subtask	2.1	Document Management System and Procedures													10	**10**	**$ 1,960**	**$ -**	**$ -**	**$ 1,960.00**
	Subtask	2.2	Payments to Contractor	24												48	**72**	**$ 14,112**	**$ -**	**$ -**	**$ 14,112.00**
	Subtask	2.3	Site Coordination													212	**212**	**$ 41,552**	**$ 5,000**	**$ -**	**$ 46,552.00**
	Subtask	2.4	Changes	12		4										40	**56**	**$ 11,184**	**$ -**	**$ -**	**$ 11,184.00**
	Subtask	2.5	Project Controls	12												40	**52**	**$ 10,192**	**$ -**	**$ -**	**$ 10,192.00**
	Subtask	2.6	Field Inspection	12									16	16		156	**200**	**$ 40,784**	**$ -**	**$ 5,000**	**$ 45,784.00**
	Subtask	2.7	Safety	12												40	**52**	**$ 10,192**	**$ -**	**$ -**	**$ 10,192.00**
	Subtask	2.8	Services During Close-Out Phase	12												24	**36**	**$ 7,056**	**$ -**	**$ -**	**$ 7,056.00**
Totals				**372**	**34**	**42**	**206**	**217**	**33**	**146**	**42**	**98**	**180**	**48**	**8**	**832**	**2,258**	**$ 449,813**	**$ 6,200**	**$ 5,000**	**$ 461,013.00**

Upcoming Events

October 5, 2023	Fall Clean-Up Day, Curbside Pick-Up for Seniors and Disabled Citizens. Deadline to schedule pick-up is October 3, 2023.
October 7, 2023	Fall Clean-Up Day, 8:00 a.m. – 12:00 p.m. Public Works Shop, 800 12th Street
October 14, 2023	Pumpkinfest at the Fort, Historic Fort Lancaster, 2001 Historic Parkway, 3:00 p.m – 8:00 p.m.