



**City of Fort Lupton
City Council
REGULAR MEETING AGENDA
Tuesday, November 3, 2020
7:00 PM
130 South McKinley Avenue**

Zo Stieber, Mayor
Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Mike Sanchez, Ward 3
David Crespín, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

**You May Join in Person or Join Remotely by Registering at:
<https://attendee.gotowebinar.com/register/3302585894167381776>**

Pledge of Allegiance

Call to Order - 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 Stieber

Approval of Agenda

Review of Accounts Payables

- a. 11032020 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. 10202020 City Council Meeting Minutes
- b. 10172020 City Council Special Meeting Minutes
- c. Second Reading Ordinance 2020-1101 An Ordinance of the City of Fort Lupton, County of Weld, State of Colorado, Authorizing the Real Estate Purchase Agreement of Real Property Owned by Highway 160 General Partnership LLLP and Declaring an Emergency
- d. Second Reading Ordinance 2020-1102 An Ordinance of the City Council of Fort Lupton Accepting the Richard Allen and Deborah L. Smith Public Right of Way Dedication for County Road 24
- e. AM 2020-182 Ratify the Appointment of Certain Nominees to the Board of Trustees of the High Plains Library District Board

- f. AM 2020-183 Accepting an Intergovernmental Agreement Concerning Library Services Between High Plains Library District, the City of Fort Lupton and the Weld Re-8 School District
- g. AM 2020-184 Approving the Purchase of Audio/Visual System to be Installed in the Council Chambers from Rushworks for an Amount not to Exceed \$24,535.00 Allocated from the IT Department
- h. AM 2020-185 Approve Amendment 1 to the Agreement for Operations, Maintenance and Management Services for Fort Lupton, Colorado (OMI Contract)
- i. AM 2020-186 Purchase of HVAC Iconizers for Aid in Air Filtration and Cleaning Using Cares ACT Federal Coronavirus Relief Fund Money in the Amount of \$54,370.00
- j. AM 2020-187 Approve Changes for Employee Benefit Plans - Total Cost of \$1,077,473.56 Per Year

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 Stieber

- a. AM 2020-181 Seeking Approval by the Fort Lupton City Council Acting as the Local Licensing Authority for a Joint Application Submitted by SGH Dhillon, Inc. and 7-Eleven, Inc. dba 7-Eleven Store 41243A for a Fermented Malt Beverage License at 1400 2nd Street

Action Memorandum

- a. AM 2020-188 Approval of the Subdivision Improvements Agreement with Land 5 Investments, LLC for the Northland Filing 3, Phase 2, Final Plat

Information Memorandum

- a. IM 2020-007 Transfer of Land from LG Everist, Inc. to the City of Fort Lupton

Staff Reports

Mayor/Council Reports

Future City Events

- a. 11032020 Upcoming Events

Adjourn



City of Fort Lupton

Check Report

By Check Number

Date Range: 10/20/2020 - 11/02/2020

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: Golf Course-Golf Course							
000073	AMERICAN EAGLE DISTRIBUTING CO		10/26/2020	Regular	0.00	195.55	84045
143632	Invoice	10/21/2020	GF-BEVERAGES-PRO SHOP		0.00	195.55	
002586	BIG THOMPSON BREWERY		10/26/2020	Regular	0.00	90.00	84046
D-1390	Invoice	10/21/2020	GOLF-1/6 BARREL OKTOBERFEST MARZEN-P...		0.00	90.00	
000567	HIGH COUNTRY BEVERAGE CORP		10/26/2020	Regular	0.00	664.90	84047
W-3236370	Invoice	10/21/2020	GOLF-BEVERAGES-PRO SHOP		0.00	664.90	
000944	REPUBLIC NATIONAL DISTRIBUTING CO LLC		10/26/2020	Regular	0.00	299.15	84048
5872269	Invoice	10/21/2020	GOLF-BEVERAGES-PRO SHOP		0.00	299.15	
001529	ROCKY MOUNTAIN PUMP & CONTROLS LLC		10/26/2020	Regular	0.00	440.00	84049
2552	Invoice	10/21/2020	GOLF-HEAT EXCHANGER REPAIRS-MAINT		0.00	440.00	
002645	SAFETY-KLEEN SYSTEMS, INC		10/26/2020	Regular	0.00	420.00	84050
83603413	Invoice	10/21/2020	GOLF-OIL SERVICE, USED OIL RECYCLE-MAINT		0.00	420.00	
000999	SHAMROCK FOODS COMPANY		10/26/2020	Regular	0.00	1,665.21	84051
21088002	Invoice	10/21/2020	GOLF-FOOD/SNACKS/SUPPLIES-PRO SHOP		0.00	842.52	
21088003	Invoice	10/21/2020	GOLF-FOOD/SNACKS/SUPPLIES-PRO SHOP		0.00	822.69	
001022	SOUTHERN GLAZER'S OF CO		10/26/2020	Regular	0.00	265.93	84052
2370538	Invoice	10/21/2020	GOLF-BEVERAGES-PRO SHOP		0.00	265.93	
001052	SWIRE COCA-COLA, USA		10/26/2020	Regular	0.00	593.57	84053
13923209473	Invoice	10/21/2020	GOLF-BEVERAGES-PRO SHOP		0.00	161.95	
13923209566	Invoice	10/21/2020	GOLF-BEVERAGES-PRO SHOP		0.00	431.62	
002084	UNITED SITE SERVICES		10/26/2020	Regular	0.00	426.80	84054
114-10973350	Invoice	10/21/2020	GOLF-PORTABLE RESTROOM 9/18-10/15-MA...		0.00	426.80	
001963	WASTE CONNECTIONS OF COLO, INC		10/26/2020	Regular	0.00	125.71	84055
31174344 OCT20	Invoice	10/21/2020	GOLF-TRASH SERVICES NOV20-MAINT		0.00	125.71	
001183	WAXIE SANITARY SUPPLY		10/26/2020	Regular	0.00	196.54	84056
79551958	Invoice	10/21/2020	GOLF-JANITORIAL SUPPLIES-PRO SHOP		0.00	196.54	
001207	WESTERN DISTRIBUTING INC		10/26/2020	Regular	0.00	274.56	84057
371-03649	Invoice	10/21/2020	GOLF-BEVERAGES-PRO SHOP		0.00	274.56	
001224	XCEL ENERGY-GAS		10/26/2020	Regular	0.00	99.83	84058
5322229501 OCT20	Invoice	10/21/2020	GOLF-OCT20 GAS BILL-PRO SHOP		0.00	99.83	
000024	ACE HARDWARE OF FORT LUPTON		11/02/2020	Regular	0.00	172.57	84059
85502	Invoice	10/28/2020	GOLF-SPRAY BOTTLE, BUCKET/MOP WRING...		0.00	62.77	
85553	Invoice	10/28/2020	GOLF-ADAPTER, POWER GRAB-MAINT		0.00	8.58	
85558	Invoice	10/28/2020	GOLF-NIPPLE PVC, GATE VALVE-MAINT		0.00	36.48	
85755	Invoice	10/28/2020	GOLF-BATTERIES, SUPPLIES-PRO SHOP		0.00	64.74	
000073	AMERICAN EAGLE DISTRIBUTING CO		11/02/2020	Regular	0.00	364.60	84060
148157	Invoice	10/28/2020	GOLF-BEVERAGES-PRO SHOP		0.00	364.60	
000160	BREAKTHRU BEVERAGE GROUP		11/02/2020	Regular	0.00	367.49	84061
337278420	Invoice	10/28/2020	GOLF-BEVERAGES-PRO SHOP		0.00	222.49	
337278421	Invoice	10/28/2020	GOLF-BEVERAGES-PRO SHOP		0.00	30.00	
337278422	Invoice	10/28/2020	GOLF-BEVERAGES-PRO SHOP		0.00	115.00	

Check Report

Date Range: 10/20/2020 - 11/02/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000412	EAGLE NEST GOLF TEE	11/02/2020	Regular	0.00	187.50	84062
118	Invoice	10/29/2020	GOLF-GOLF TEES-PRO SHOP	0.00	187.50	
002011	FRONT RANGE LUMBER COMPANY	11/02/2020	Regular	0.00	148.04	84063
6374/2	Invoice	10/28/2020	GOLF-PLYWOOD, AND CLIPS-MAINT	0.00	148.04	
000567	HIGH COUNTRY BEVERAGE CORP	11/02/2020	Regular	0.00	227.35	84064
W-3239070	Invoice	10/28/2020	GOLF-BEVERAGES-PRO SHOP	0.00	75.25	
W-3239072	Invoice	10/28/2020	GOLF-BEVERAGES-PRO SHOP	0.00	152.10	
001913	LUXOTTICA OF AMERICA, INC	11/02/2020	Regular	0.00	1,995.00	84065
6905619764	Invoice	10/28/2020	GOLF-MERCHANDISE-PRO SHOP	0.00	1,565.00	
6905619765	Invoice	10/28/2020	GOLF-MERCHANDISE-PRO SHOP	0.00	1,685.00	
6906297048	Credit Memo	10/17/2020	GOLF-RETURNED MERCHANDISE-PRO SHOP	0.00	-1,255.00	
000901	PLAINS EAST MECHANICAL SERVICES LLC	11/02/2020	Regular	0.00	4,215.00	84066
2997-1086	Invoice	10/28/2020	GOLF-HEATER CHECK/REPAIR-MAINT	0.00	4,215.00	
000991	SCNS SPORTS FOODS INC	11/02/2020	Regular	0.00	71.40	84067
143850	Invoice	10/28/2020	GOLF-SNACKS-PRO SHOP	0.00	71.40	
001105	TOSHIBA FINANCIAL SERVICES	11/02/2020	Regular	0.00	231.45	84068
426646030	Invoice	10/28/2020	GOLF-OCT20 COPIER LEASE-PRO SHOP	0.00	231.45	
001963	WASTE CONNECTIONS OF COLO, INC	11/02/2020	Regular	0.00	180.25	84069
31174343 OCT20	Invoice	10/28/2020	GOLF-TRASH SERVICES NOV20-PRO SHOP	0.00	180.25	
000285	COLORADO DEPARTMENT OF REVENUE	10/22/2020	Bank Draft	0.00	3,069.81	DFT0001425
93020 SALES TAX	Invoice	10/22/2020	GOLF-SEP20 SALES TAX	0.00	3,069.81	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	35	25	0.00	13,918.40
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	3,069.81
EFT's	0	0	0.00	0.00
	36	26	0.00	16,988.21

Check Report

Date Range: 10/20/2020 - 11/02/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
002226	CLAYSTONE CONSTRUCTION	10/26/2020	Regular	0.00	-1,500.00	66725
001301	AAA AUTO PARTS INC	10/26/2020	Regular	0.00	300.67	68429
97251	Invoice	10/19/2020	GF-AIR HOSE REEL, TIRE REP REFILL-PARKS	0.00	300.67	
000034	ADT SECURITY SYSTEM	10/26/2020	Regular	0.00	116.96	68430
6495 SEP20	Invoice	10/19/2020	SEP20 SECURITY MONITORING	0.00	116.96	
000040	AFLAC	10/26/2020	Regular	0.00	2,033.88	68431
860376	Invoice	10/20/2020	GF-SUPP INS FOR OCT20-HR	0.00	2,033.88	
002588	AJI IRRIGATION COMPANY	10/26/2020	Regular	0.00	35,082.00	68432
5583	Invoice	10/21/2020	UF-BOOSTER PUMP NON-POT-WLINE	0.00	19,530.00	
5583 REQ909	Invoice	10/21/2020	UF-CO#2 BOOSTER PUMP NON-POT-WLINE	0.00	15,552.00	
000108	AUSMUS LAW FIRM PC	10/26/2020	Regular	0.00	19,688.36	68433
6863	Invoice	10/20/2020	GF-JUL-SEPT LEGAL FEES-LEGAL	0.00	19,688.36	
000216	CHAMBER OF COMMERCE	10/26/2020	Regular	0.00	60.00	68434
5136	Invoice	10/20/2020	GF-OCTOBER LUNCHEON 2020	0.00	60.00	
000239	CITY OF FORT LUPTON	10/26/2020	Regular	0.00	2,855.67	68435
INV0000889	Invoice	10/23/2020	REIMBURSE CITY FOR TRAINING & OTHER C...	0.00	2,855.67	
000242	CIVICPLUS	10/26/2020	Regular	0.00	8,070.30	68436
205009	Invoice	10/21/2020	CivicPlus Annual Fee	0.00	8,070.30	
000307	COMCAST CABLE COMM, LLC	10/26/2020	Regular	0.00	230.62	68437
606460164533 OC...	Invoice	10/20/2020	GF-CABLE/INTERNET SERVICES-PW SHOP	0.00	230.62	
000312	CONNECT 4 EVENTS AND ENTERTAINMENT LLC	10/26/2020	Regular	0.00	1,500.00	68438
200847	Invoice	10/19/2020	CPR-FIELD OF HONOR STAGE-COMM CTR	0.00	1,500.00	
000429	EMPIRE PORTABLE RESTROOMS	10/26/2020	Regular	0.00	526.00	68439
52891	Invoice	10/19/2020	PORTABLE RESTROM 10/13-11/09	0.00	526.00	
002643	EXPOSED HYDROVAC SVS LLC	10/26/2020	Regular	0.00	1,495.00	68440
R00099232	Invoice	10/20/2020	UF-HYD MTR USAGE & DEP REFUND-UB	0.00	1,495.00	
000455	FASTENAL COMPANY 01COFTL	10/26/2020	Regular	0.00	4.30	68441
COFTL170390	Invoice	10/19/2020	GF-PARTS-PARKS	0.00	4.30	
000526	GERARDO CONCRETE	10/26/2020	Regular	0.00	4,098.00	68442
1000720	Invoice	10/19/2020	GF-CONCRETE PAD TO REC FOR PATIO-PARKS	0.00	4,098.00	
001926	MAMMOTH CREATIVE	10/26/2020	Regular	0.00	60.00	68443
12GR-8008	Invoice	10/20/2020	GF-VEHICLE MAGNETS, HIRING SIGNS-HR	0.00	60.00	
002607	MOMAR	10/26/2020	Regular	0.00	146.50	68444
PSI362443	Invoice	10/19/2020	GF-HYSCENT DISPENSER/REFILL PODS-FAC	0.00	146.50	
000862	O'REILLY AUTO PARTS	10/26/2020	Regular	0.00	8.98	68445
4489-245973	Invoice	10/21/2020	GF-CARB CLEANER-PARKS	0.00	8.98	
001943	PINNACOL ASSURANCE	10/26/2020	Regular	0.00	572.43	68446
20212587	Invoice	10/20/2020	GF-WC DEDUCTIBLES	0.00	572.43	
000942	RENEWABLE FIBER INC	10/26/2020	Regular	0.00	113.80	68447
INV0756341	Invoice	10/19/2020	GF-AMENDED TOP SOIL-PARKS	0.00	113.80	
001008	SHRED-IT USA LLC	10/26/2020	Regular	0.00	733.80	68448
8180590647	Invoice	10/20/2020	GF-ON SITE SHREDDING SERVICES-CITY CLK	0.00	703.80	
8180645520	Invoice	10/20/2020	GF-SHREDDING SERVICES-CITY CLK	0.00	30.00	
001075	THE CONSOLIDATED MUTUAL	10/26/2020	Regular	0.00	924.49	68449
101620 B	Invoice	10/19/2020	UF-SEP20 WELL B PERRY PIT ELECTRIC-W ST...	0.00	32.30	

Check Report

Date Range: 10/20/2020 - 11/02/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
101620 C	Invoice	10/19/2020	UF-SEP20 WELL C PERRY PIT ELECTRIC	0.00	32.02	
101620 PUMP	Invoice	10/19/2020	UF-SEP20 PUMP STATION ELECTRIC-W STOR	0.00	142.51	
60920 B	Invoice	10/21/2020	UF-MAY20 ELECTRIC PERRY PIT WELL B-W S...	0.00	32.78	
60920 PUMP	Invoice	10/21/2020	UF-MAY20 ELECTRIC PERRY PIT PUMP-W ST...	0.00	58.70	
60920 WELL C	Invoice	10/21/2020	UF-MAY20 ELECTRIC PERRY PIT WELL C-W S...	0.00	32.44	
81220	Invoice	10/21/2020	UF-JUL20 PUMP STATION ELECTRICAL PERRY...	0.00	220.81	
81220 B	Invoice	10/21/2020	UF-JUL20 WELL B ELECTIC PERRY PIT-W STOR	0.00	32.30	
81220 C	Invoice	10/21/2020	UF-JUL20 WELL C ELECTRIC PERRY PIT-W ST...	0.00	31.50	
91520	Invoice	10/21/2020	UF-AUG20 ELECTRIC PERRY PIT PUMP-W ST...	0.00	245.23	
91520 B	Invoice	10/21/2020	UF-AUG20 ELECTRIC PERRY PIT WELL B-W S...	0.00	32.30	
91520 C	Invoice	10/21/2020	UF-AUG20 ELECTRIC PERRY PIT WELL C-W S...	0.00	31.60	
001079	THE EMPLOYMENT FIRM	10/26/2020	Regular	0.00	1,224.40	68450
32111	Invoice	10/19/2020	GF-TEMP WORKER 10/5-10/9-FIN	0.00	1,224.40	
001635	THE TALLENT COMPANY	10/26/2020	Regular	0.00	2,750.00	68451
1119	Invoice	10/19/2020	GF-MONTHLY COMMUNICATIONS-CITY ADM	0.00	2,750.00	
001105	TOSHIBA FINANCIAL SERVICES	10/26/2020	Regular	0.00	1,710.87	68452
426110318	Invoice	10/21/2020	GF- OCT20 Copier Lease/Overages	0.00	1,710.87	
001963	WASTE CONNECTIONS OF COLO, INC	10/26/2020	Regular	0.00	193.34	68453
31175457 OCT20	Invoice	10/21/2020	GF-NOV TRASH SERVICES-PARKS	0.00	102.55	
31177344 OCT20	Invoice	10/21/2020	CEM-NOV TRASH SERVICES	0.00	90.79	
001183	WAXIE SANITARY SUPPLY	10/26/2020	Regular	0.00	158.62	68454
79530186	Invoice	10/19/2020	GF-JANITORIAL SUPPLIES-FAC	0.00	48.46	
79531327	Invoice	10/19/2020	GF-JANITORIAL SUPPLIES-FAC	0.00	110.16	
000026	ACTIVE CABLING & COMMUNICATIONS LLC	11/02/2020	Regular	0.00	2,687.91	68455
202614	Invoice	10/28/2020	Wiring City Hall/PD	0.00	986.53	
202625	Invoice	10/28/2020	Wiring City Hall/PD	0.00	1,701.38	
000064	ALYSSA L KNOTSON	11/02/2020	Regular	0.00	19.00	68456
10093	Invoice	10/26/2020	GF-SCARECROW CONTEST VOTING-PLAN	0.00	19.00	
001947	AMERICAN UNITED LIFE INSURANCE COMPANY	11/02/2020	Regular	0.00	4,337.60	68457
G 00617833 NOV...	Invoice	11/01/2020	LI, AD&D, LTD, STD Ins Prem	0.00	4,337.60	
001820	BADGER METER	11/02/2020	Regular	0.00	2,840.60	68458
1397119	Invoice	10/26/2020	SSTX-PIT SETTER 5/8"XW/COMP NUT-STREE...	0.00	2,840.60	
002646	BAESSLER RESIDENTIAL COLORADO, LLC	11/02/2020	Regular	0.00	1,004.80	68459
102220	Invoice	10/28/2020	GF-PERMIT REFUND-ADMIN	0.00	1,004.80	
000136	BG'S JAPANESE DESIGNS	11/02/2020	Regular	0.00	263.50	68460
6229	Invoice	10/27/2020	GF-ASST POLO'S W/LOGO-CITY ADM	0.00	218.50	
6230	Invoice	10/27/2020	GF-VELCRO PATCHES-PD	0.00	45.00	
002161	BOX INC	11/02/2020	Regular	0.00	6,000.00	68461
INV08367535	Invoice	10/28/2020	Box Business Account Licenses - Annual	0.00	6,000.00	
002122	BURNS & MCDONNELL ENGINEERING CO INC	11/02/2020	Regular	0.00	142,383.24	68462
122081-7	Invoice	10/27/2020	UF- WWTP Improvement Design- WWTP	0.00	142,383.24	
000225	CHRISTOPHER PELTON	11/02/2020	Regular	0.00	169.70	68463
101320	Invoice	10/27/2020	GF-TRAINING MILEAGE-PD	0.00	169.70	
002226	CLAYSTONE CONSTRUCTION	11/02/2020	Regular	0.00	1,395.00	68464
R00070261 CORR	Invoice	10/26/2020	UF-HYDRANT METER REFUND	0.00	1,395.00	
000306	COMCAST BUSINESS	11/02/2020	Regular	0.00	3,042.50	68465
109900446	Invoice	10/28/2020	Comcast Phones	0.00	3,042.50	
000307	COMCAST CABLE COMM, LLC	11/02/2020	Regular	0.00	540.80	68466

Check Report

Date Range: 10/20/2020 - 11/02/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
6060460159244...	Invoice	10/28/2020	GF-OCT20 FAX/INTOXILIZER-PD	0.00	97.95	
606460117309 OC...	Invoice	10/27/2020	REC-CABLE/MUSIC SERVICES	0.00	268.05	
606460147405 SE...	Invoice	10/26/2020	CPR-SEP20 VOICE/INTERNET-MUSEUM	0.00	174.80	
000318	COREN PRINTING, INC.	11/02/2020	Regular	0.00	1,760.50	68467
29333	Invoice	10/27/2020	GF-SUMMONS/COMPLAINT BOOKS-PD	0.00	1,115.00	
85565	Invoice	10/27/2020	GF-SUPPLIES, GEERDES, TURNEY, FORD-PD	0.00	119.50	
85570	Invoice	10/27/2020	GF-VEHICLE IMPOUND/RECOVERY 2020 3PT...	0.00	487.00	
85575	Invoice	10/27/2020	GF-SUPPLIES HART-PD	0.00	39.00	
001271	CUSTOM FLAG COMPANY	11/02/2020	Regular	0.00	590.00	68468
98-71136	Invoice	10/26/2020	GF-US FLAGS 5'X8'	0.00	590.00	
000372	DELL MARKETING LP	11/02/2020	Regular	0.00	2,783.49	68469
10432884028	Invoice	10/28/2020	MDT Upfitting for Code Enforcement	0.00	2,783.49	
000429	EMPIRE PORTABLE RESTROOMS	11/02/2020	Regular	0.00	113.75	68470
53010	Invoice	10/26/2020	GF-PORTABLE RESTROOM 10/13-11/09-PAR...	0.00	113.75	
000455	FASTENAL COMPANY 01COFTL	11/02/2020	Regular	0.00	252.32	68471
COFTL170162	Invoice	10/28/2020	GF-REPAIR PARTS-STREETS	0.00	141.45	
COFTL170172	Invoice	10/28/2020	GF-REPAIR PARTS-STREETS	0.00	37.31	
COFTL170174	Invoice	10/28/2020	GF-REPAIR PARTS-STREETS	0.00	16.16	
COFTL170262	Invoice	10/28/2020	GF-GENERAL PARTS-STREETS	0.00	57.40	
002568	FORT LUPTON CAR WASH	11/02/2020	Regular	0.00	189.50	68472
147	Invoice	10/27/2020	GF-VEHICLE MAINTENANCE-PD	0.00	189.50	
000513	G & G EQUIPMENT	11/02/2020	Regular	0.00	882.24	68473
104766	Invoice	10/26/2020	GF-CUTTING EDGE 8'2" (4)-PARKS	0.00	882.24	
000546	GREEN MILL SPORTSMAN'S CLUB	11/02/2020	Regular	0.00	300.00	68474
101	Invoice	10/27/2020	GF-OFFICER RANGE TRAINING-PD	0.00	300.00	
001930	HUMANA HEALTH PLAN INC	11/02/2020	Regular	0.00	74,224.70	68475
379450809	Invoice	11/01/2020	GF-NOV20 HEALTH, DENTAL, VISION	0.00	74,224.70	
000714	LEGACY SCHOOL OF DANCE LLC	11/02/2020	Regular	0.00	665.00	68476
102120	Invoice	10/27/2020	REC-OCT20 CLASSES	0.00	665.00	
001292	LIFE STORIES CHILD & FAMILY ADVOCACY	11/02/2020	Regular	0.00	375.00	68477
11-600	Invoice	10/27/2020	GF-3RD QTR BILLING-PD	0.00	375.00	
001926	MAMMOTH CREATIVE	11/02/2020	Regular	0.00	337.35	68478
12GR-7817	Invoice	10/27/2020	GF-CITY LOGO/GRAPHICS 1501/CUBE-PD	0.00	337.35	
002027	MURRAYSMITH INC	11/02/2020	Regular	0.00	15,271.50	68479
20-2746.00-9	Invoice	10/28/2020	WST- Non-Pot Pumphouse Engineering- WTP	0.00	15,271.50	
000847	NORMAN'S MEMORIALS INC.	11/02/2020	Regular	0.00	170.00	68480
SEPULVEDA	Invoice	10/26/2020	CEM-INSCRIPTION SERVICES SEPULVEDA	0.00	170.00	
000862	O'REILLY AUTO PARTS	11/02/2020	Regular	0.00	19.43	68481
4489-246404	Invoice	10/26/2020	GF- WIPER FLUID GALS-PARKS	0.00	19.43	
001567	PROFORCE LAW ENFORCEMENT	11/02/2020	Regular	0.00	3,052.50	68482
427535	Invoice	10/28/2020	Taser Supplies	0.00	3,052.50	
000956	ROCKY MOUNTAIN LOW VOLTAGE	11/02/2020	Regular	0.00	75.00	68483
20201744	Invoice	10/26/2020	CPR-OCT-DEC2020 QTRLY MONITORING-MU...	0.00	75.00	
001624	STATE OF COLORADO	11/02/2020	Regular	0.00	2,226.96	68484
6274-21	Invoice	10/29/2020	UF-OCT20 BILL PRINTING-UB	0.00	2,226.96	
001040	STERICYCLE	11/02/2020	Regular	0.00	58.25	68485

Check Report

Date Range: 10/20/2020 - 11/02/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
3005289832	Invoice	10/27/2020	REC-BIOHAZARD WASTE DISPOSAL	0.00	58.25	
001043	STOP STICK LTD	11/02/2020	Regular	0.00	967.00	68486
17945-IN	Invoice	10/27/2020	GF-9' STOP STICK KIT W/BAG-PD	0.00	967.00	
001079	THE EMPLOYMENT FIRM	11/02/2020	Regular	0.00	699.84	68487
32176	Invoice	10/29/2020	GF-TEMP ACCOUNTING CLERK-FIN	0.00	699.84	
001101	TODD HODGES DESIGN LLC	11/02/2020	Regular	0.00	9,990.00	68488
3259	Invoice	10/27/2020	GF-PLANNING SERVICES 10/12-10/25-PLAN	0.00	9,990.00	
001105	TOSHIBA FINANCIAL SERVICES	11/02/2020	Regular	0.00	350.37	68489
426644274	Invoice	10/27/2020	Copier Lease	0.00	350.37	
001126	TYLER TECHNOLOGIES	11/02/2020	Regular	0.00	1,157.63	68490
025-312588	Invoice	10/28/2020	Incode Document Management Annual Fees	0.00	1,157.63	
001894	UMB BANK, N.A.	11/02/2020	Regular	0.00	400.00	68491
789478	Invoice	10/28/2020	UF-2017 WATER BOND PAYING AGENT FEES...	0.00	400.00	
001183	WAXIE SANITARY SUPPLY	11/02/2020	Regular	0.00	582.57	68492
79473337	Invoice	10/28/2020	CPR-JANITORIAL SUPPLIES-COM CTR	0.00	152.81	
79473338	Invoice	10/28/2020	GF-JANITORIAL SUPPLIES-FAC	0.00	374.76	
79473339	Invoice	10/28/2020	CPR-TRASH BAGS-MUSEUM	0.00	55.00	
001224	XCEL ENERGY-GAS	11/02/2020	Regular	0.00	444.69	68493
5320352370 SEP20	Invoice	10/27/2020	GF-SEP20 GAS BILL	0.00	335.57	
5320352381 OCT20	Invoice	10/27/2020	GF-OCT20 GAS BILL-FAC	0.00	109.12	
000119	BANK OF COLORADO	10/23/2020	Bank Draft	0.00	5,157.56	DFT0001419
INV0000886	Invoice	10/23/2020	HSA DISTRIBUTION	0.00	5,157.56	
000119	BANK OF COLORADO	10/23/2020	Bank Draft	0.00	525.54	DFT0001420
INV0000887	Invoice	10/23/2020	HSA DISTRIBUTION	0.00	525.54	
001416	VALIC_1	10/23/2020	Bank Draft	0.00	26,971.45	DFT0001421
INV0000888	Invoice	10/23/2020	VALIC - 457(b) \$ Contributions	0.00	26,971.45	
001265	IRS	10/23/2020	Bank Draft	0.00	44,180.84	DFT0001422
INV0000890	Invoice	10/23/2020	Federal Withholding	0.00	44,180.84	
001418	CO DEPARTMENT OF REVENUE	10/23/2020	Bank Draft	0.00	7,153.76	DFT0001423
INV0000891	Invoice	10/23/2020	CO Withholding	0.00	7,153.76	
000285	COLORADO DEPARTMENT OF REVENUE	10/22/2020	Bank Draft	0.00	0.86	DFT0001424
93020	Invoice	10/22/2020	REC-SEPT20 SALES TAX	0.00	0.86	
000465	FIRE & POLICE PENSION ASC	10/28/2020	Bank Draft	0.00	1,430.89	DFT0001426
102320	Invoice	10/28/2020	GF-FPPA PAYMENT FOR 10/23 PAYROLL-PD	0.00	1,430.89	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	93	65	0.00	367,283.23
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-1,500.00
Bank Drafts	7	7	0.00	85,420.90
EFT's	0	0	0.00	0.00
	100	73	0.00	451,204.13

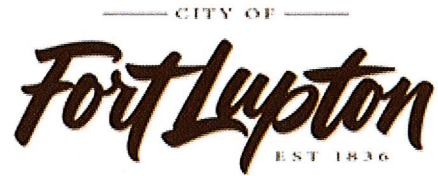
All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	128	90	0.00	381,201.63
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-1,500.00
Bank Drafts	8	8	0.00	88,490.71
EFT's	0	0	0.00	0.00
	136	99	0.00	468,192.34

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	10/2020	8,827.56
600	GOLF ENTERPRISE FUND	11/2020	8,160.65
999	POOLED CASH/CONSOLIDATED CASH	10/2020	168,579.89
999	POOLED CASH/CONSOLIDATED CASH	11/2020	282,624.24
			468,192.34

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespin, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-182

**RATIFY THE APPOINTMENT OF CERTAIN NOMINEES TO THE BOARD OF TRUSTEES OF THE
HIGH PLAINS LIBRARY DISTRICT BOARD**

I. **Agenda Date:** Council Meeting – November 3, 2020

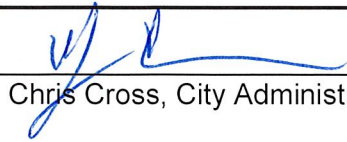
II. **Attachments:** a. Resolution 2020-0xx.
b. Applications

III. **Summary Statement:**

The selection/nomination Committee has chosen to put forth the following names for the High Plains Library District. Each nominee has been chosen for a four (4) term from January 1, 2021 thru December 31, 2024:

Region 1: Teresa Curtis
Region 5: Mary Heberlee

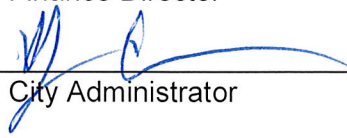
IV. **Submitted by:**


Chris Cross, City Administrator

V. **Finance Reviewed**

Finance Director

VI. **Approved for Presentation:**


City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

The selection/nomination Committee has chosen to put forth the following names for the High Plains Library District. Each nominee has been chosen for a four (4) term from January 1, 2021 thru December 31, 2024:

Region 1: Teresa Curtis and;

Region 5: Mary Heberlee,

All of the above candidates would be ratified with one vote which will provide High Plains Library District with a board to conduct business. This ratification of appointments need to be voted on by the Establishing Bodies of the High Plains Library District within 60 days, per the District's Bylaws.

X. Legal/Political Considerations:

N/A

XI. Alternatives/Options:

1. Ratify the nominees as presented
2. Not ratify the nominees as presented

XII. Financial Considerations:

None.

XIII. Staff Recommendation:

Staff recommends ratification of the list of candidates for the High Plains Library District.

RESOLUTION NO. 2020Rxxx

A RESOLUTION RATIFYING THE APPOINTMENT OF CERTAIN NOMINEES TO THE BOARD OF TRUSTEES OF THE HIGH PLAINS LIBRARY DISTRICT.

WHEREAS, the City Council of the City of Fort Lupton, Colorado, pursuant to Colorado State Statutes governing statutory City and the Ordinances of the City of Fort Lupton, is vested with the authority of administering the affairs of the City of Fort Lupton, Colorado, and

WHEREAS, the High Plains Library District ("HPLD") has been created by action of eight "Establishing Bodies", namely, the Town of Ault, the Town of Eaton, the City of Evans, the City of Fort Lupton, the City of Greeley, the Town of Hudson, the RE-8 School District Board of Education, the Weld County Board of County Commissioners, all of the State of Colorado, and

WHEREAS, the High Plains Library District Board of Trustees is comprised of seven trustee seats, two of which are currently up for replacement, and

WHEREAS, C.R.S. § 24-90-108(2)(c), provides that the Establishing Bodies have authority to ratify trustees recommended for appointment to the High Plains Library Board of Trustees, and

WHEREAS, pursuant to C.R.S. § 24-90-108(2)(c), recommendation of replacement library trustees must be made by a committee held for that purpose, and

WHEREAS, pursuant to that Joint Motion and Stipulation to Approve Settlement and Dismiss Remaining Claims entered into by the Establishing Bodies and ordered by the Court in Weld County District Court Case No. 2014 CV 30358, a trustee selection committee (the "Committee") met on October 12, 2018 to interview trustee candidates, and

WHEREAS, on October 16, 2020, the Committee voted by majority vote to recommend the following individuals for appointment to the High Plains Library District Board of Trustees, for the term lengths specified below:

REGION 1: Region 1. Erie, Frederick and Firestone

Teresa Curtis, 4-year term, 2021-2024

REGION 5: Ault, Eaton, Nunn, Pierce and Carr

Mary Heberlee, 4-year term, 2021-2024

WHEREAS, the above-named individual appears to be qualified to serve as a trustee on the High Plains Library District Board of Trustees and represent adequately the various interests within the High Plains Library District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the City of Ft. Lupton, Colorado, as follows:

I. Ratification:

That the appointments of;

- a) Teresa Curtis to serve as Region 1 Trustee
- b) and Mary Heberlee to serve as Region 5 Trustee

on the High Plains Library District Board of Trustees for a 4-year term is hereby ratified.

2. This Resolution shall become effective immediately.

Dated this ____ day of November 2020.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

Form Name: Board of Trustees Application 2020
Submission Time: September 19, 2020 12:29 pm
Browser: Safari 13.1.2 / OS X
IP Address:
Unique ID:
Location:

Date/Time Sep 19, 2020

Name Teresa Curtis

Home Address

Phone

Email

School District St. Vrain Valley

Birth Date

Profession, Occupation/Employer, Titles Director of Operations
Immigrant & Refugee Center of Northern Colorado

Civic/Professional Affiliations, Offices, Activities COMMUNITY OUTREACH
Leadership Service in 4-H, Boy Scouts, Girl Scouts, and Big Brother/Big Sisters (Over 25 years)
2019-2020 Weld County Food Truck
2013, 2014, 2015 July 4th Firestone Town event: Volunteer Coordinator
2015 Carbon Valley Half Marathon: Volunteer Coordinator:
8/2014 Presented Town of Firestone's 2014 Community in Motion Award
2013 - 2015 Town of Firestone Cultural Arts Commission: Committee member
2013 - 2015 Carbon Valley Relay for Life: Auction Chair, Luminaria Co-Chair
2013 5K Moon Walk Colon Cancer Race: Volunteer Coordinator
2013 Carbon Valley Special Olympics: Field Supervisor

Education Over 16 years

Highest Degree Art B.A., English Communications B.A., Human Resources M.S., Currently pursuing Doctorate of Strategic Leadership (DSL), Liberty University

Which position are you applying for? Region 1 - Erie, Frederick, Firestone

State the qualities you feel you could bring to the Library Board

Management & leadership experience
Public speaking & written communication
Community outreach experience
Cultural advocacy & integration experience
Volunteer coordinating
Adult & youth Instruction
Teaching: K-12, ESL, GED, Citizenship

Please use the space below for additional comments, length of residency in Weld County, particular activities or background relevant to appointment, etc.

As a mother of 6, grandmother of 3+ who has lived within the district for the past 21+ years (Firestone and Frederick), I have had the privilege of witnessing the communities tremendous growth. My children used to attend the story time when the Carbon Valley Library was in its original location in Frederick. I look forward to having all my grandchildren attend when story-time starts up again.

For 21+ years I have frequented the Carbon Valley Library as a patron, ESL & Citizenship instructor, and in maintenance/janitorial. I worked with Uniting Intercambio and Right to Read as an instructor teaching at the Carbon Valley Library, Ft. Lupton Library and Hudson Library.

I work for the Immigrant and Refugee Center of Northern Colorado. In this position I am the direct report for all staff. My responsibilities include all HR, personnel management, and overseeing the operations of the organization.

Are you a member of another library board? If so, which one?

No

Please list two references

Date/Time	Sep 24, 2020
Name	Mary Heberlee
Home Address	
Phone	
Email	
School District	Weld RE-9
Profession, Occupation/Employer, Titles	Retired, Registered Dental Hygienist, Sunrise Family Dental Greeley Retired, US Army and Army Reserve, First Sergeant, 919 Med Company Denver Former Teacher
Civic/Professional Affiliations, Offices, Activities	High Plains Library District Board of Trustees, Vice-Chair 2017-2020 Northern Plains Public Library Board of Trustees 2016-2020 Town of Pierce Planning Commission 2016-Present Town of Pierce-Trustee 1995-2004 Park Committee worked with budget and grants to build/update park system Town of Pierce-Trustee 2008-2016 Police Committee worked with Police contracting, budgeting, administration of Code Enforcement Northern Colorado Dental Hygiene Society Colorado Dental Hygiene Association Saskatchewan Home Economics Teacher's Association
Education	Over 16 years
Highest Degree	BSx2, U of MT-1970, U of WY-1989 grad work Boston University Overseas program
Which position are you applying for?	Region 5 - Ault, Eaton, Nunn, Pierce
State the qualities you feel you could bring to the Library Board	Experience with municipal budgeting, service oriented attitude. Experience with Libraries and Library Boards, Northern Plains Library Board and High Plains Library District. Life-long library patron of many different libraries.

Please use the space below for additional comments, length of residency in Weld County, particular activities or background relevant to appointment, etc.

I have volunteered with the Cheyenne VA No Veteran Dies Alone hospice program and in training with the Library of Congress Veteran's History Project.

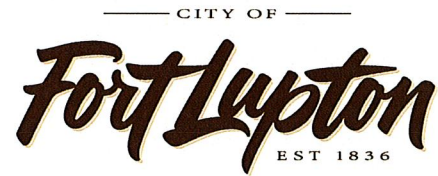
I have spent hours researching in the DAR and National Archives, among other libraries and repositories of genealogical information.

Are you a member of another library board? If so, which one?

My appointment on the Northern Plains Public Library Board ends in Dec 2020

Please list two references

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-183

**ACCEPTING AN INTERGOVERNMENTAL AGREEMENT CONCERNING LIBRARY SERVICES
BETWEEN HIGH PLAINS LIBRARY DISTRICT AND THE CITY OF FORT LUPTON AND THE WELD
Re8 SCHOOL DISTRICT**

I. **Agenda Date:** Council Meeting – November 3, 2020

II. **Attachments:** a. IGA HPLD/City of Fort Lupton/Weld Re8 School District

III. **Summary Statement:**

Approval of a new intergovernmental agreement with High Plains Library District, the City of Fort Lupton and Weld Re8 School District to confirm the services which will be provided to the Fort Lupton Public & School Library. The services are listed in Addendum B of the IGA.

IV. **Submitted by:**

Library Director

V. **Finance Reviewed**

Finance Director

VI. **Approved for Presentation:**



City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

The High Plains Library District (HPLD) and the Member Libraries have been working for two years on a comprehensive list of services which were provided to branches and which Member libraries, including the Fort Lupton Public & School Library wanted to receive. This IGA and Addendum B is the result of that endeavor and multiple meetings between Member and HPLD attorneys. The city's attorney has worked extensively on the wording of this IGA because of difficulties the Member libraries and HPLD have had in the past.

X. Legal/Political Considerations:

This IGA is required by the High Plains Library District.

XI. Alternatives/Options:

The City Council has three options:

- A) Approve the service contract with High Plains Library District, the City of Fort Lupton and Weld Re8 School District.*
- B) Reject the contract*
- C) Delay action on the contract to gather more information.*

XII. Financial Considerations:

The High Plains Library District receives one third of the funds collected within the Re8 service area for the library district's mill levy. Every year this is a substantial amount of money. The service agreement would guarantee the minimum services to be provided to the local library with those funds. These services would be expensive for the Fort Lupton Public & School Library to pay for itself.

XIII. Staff Recommendation:

Staff recommends approving the contract for an Intergovernmental Agreement between High Plains Library District, the City of Fort Lupton and Weld Re8 School District so the library can move forward with requesting and receiving the services.

**INTERGOVERNMENTAL AGREEMENT CONCERNING LIBRARY SERVICES BETWEEN
THE HIGH PLAINS LIBRARY DISTRICT AND THE CITY OF FORT LUPTON AND THE
WELD RE-8 SCHOOL DISTRICT**

This Intergovernmental Agreement Concerning Library Services (“Agreement”) is made by and between the High Plains Library District (“Library District”), a Colorado library district, and the City of Fort Lupton, a Colorado statutory city (the “City”) and Weld Re-8 School District (“the School District”), (each a “Party” and collectively the “Parties”).

WHEREAS, the Library District was created by the legislative acts of the Town of Ault, the Town of Eaton, the Town of Hudson, the City of Fort Lupton, the City of Greeley, the Weld Re-8 School District and the County of Weld, known collectively as the “establishing entities;”

WHEREAS, the Town of Johnstown and the Town of Platteville did not establish the Library District, but agreed to participate, and are known collectively as “participating entities;”

WHEREAS, for purposes of this Agreement, the establishing entities and participating entities shall be known collectively as the “Governing Authorities” or singularly as a “Governing Authority;”

WHEREAS, the Governing Authorities, by the legislative acts of their governing bodies, opted to retain title to and ownership of their local libraries and the assets of such libraries and to maintain local control by and through a local library board of trustees;

WHEREAS, in exchange for library services provided by the Library District to the local libraries of the Governing Authorities, the Library District retains a portion of the property tax revenue derived from the service area of each Governing Authority; and

WHEREAS, to clarify the library services that the Library District will provide to the local library of each Governing Authority, and, more specifically for purposes of this Agreement, the library services that the Library District will provide to the City of Fort Lupton and Weld Re-8 School District Public and School Library, during each calendar year, and the process by which such services will be provided, the Parties desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements contained herein, the Library District, the City and School District hereby agree as follows:

1. Library Services. On or before October 1 of each calendar year, the Library District shall provide a list of the services that will be available for the following calendar year to the local library of each Governing Authority. A form of the list of services, as may be modified from time to time, is attached hereto and incorporated herein by reference as Addendum A. On or before November 1 of each calendar year, the City and School District shall return the list to the Library District with the selection of services for the following calendar year. On and after January 1 of the following calendar year, the Library District shall provide the selected services to the local library of each Governing Authority. If the City and School District do not return the list to the Library District, the Library District shall continue to provide the then-current library services to the local library of the Governing Authority. For purposes of this Agreement, the services selected annually by the Town shall be known as the “Library Services.”

2. Modified Library Services During a Calendar Year. During any calendar year, upon the written request of the City and School District to the Library District to modify the services, the Library District may modify the Library Services that are provided to the local library during such calendar year.

3. The City and School District's Selected Library Services. For purposes of the 2020 calendar year, the City and School District have selected the Library Services set forth on Addendum B, attached hereto and incorporated herein by reference, and the Library District shall provide such Library Services to the City of Fort Lupton and Weld Re-8 School District Public and School Library..

4. Term. The initial term of this Agreement shall be from November 3, 2020 through December 31, 2021, and it shall automatically renew annually unless otherwise terminated as set forth herein. Furthermore, this Agreement may be updated, modified, revised, or renegotiated at any time by mutual consent and in writing signed by duly authorized representatives of the Library District, the City and the School District. This Agreement may be terminated at any time, for any reason, and by either Party, upon thirty (30) days prior written notice.

5. Library Plan. The Library District has developed a comprehensive plan, setting forth its broad policy objectives and understandings ("Library Plan"). A copy of the Library Plan is attached hereto and incorporated herein by reference as Addendum C.

6. Entire Agreement. This Agreement, shall contain the entire understanding of the Parties pertaining to library services to be provided by the Library District to the City and the School District. This Agreement may not be changed without an agreement in writing signed by the Library District, the City and the School District. This Agreement is binding upon and inures to the benefit of the Parties, their successors, assigns, and representatives. This local board of the Fort Lupton and Weld Re-8 School District Public and School Library is aware of this Agreement.

7. Mediation. Prior to commencement of litigation, any disagreement between the Library District and the City and the School District with respect to this Agreement shall be referred to a third-party mediator. If the Parties are not able to agree upon a mediator, the mediation shall be conducted at the Judicial Arbiter Group in Denver, Colorado. The cost of the mediation shall be split equally between the Parties.

8. Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unconstitutional, such determination shall not affect the validity of the remainder of the Agreement.

9. Choice of Law; Venue. This Agreement is made under and is to be construed and enforced in accordance with the laws of the State of Colorado. The Parties agree that all judicial actions or proceedings arising in connection with this Agreement shall be heard in the District Courts of Weld County.

10. Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

This Agreement was entered into on the _____ day of _____, 2020.

HIGH PLAINS LIBRARY DISTRICT BOARD

ATTEST:

By: _____
Secretary

By: _____
President

CITY OF FORT LUPTON

ATTEST:

By: _____
Town Clerk

By: _____
Mayor

WELD RE-8 SCHOOL DISTRICT

ATTEST:

By: _____
Secretary

By: _____
School Board President

Addendum A

Library Services General Form for Illustrative Purposes

Services	Provided by District	Provided by Member Library	Not Applicable
Collections			
Access to all materials at all libraries participating in High Plains Library District			
1. The District has over 2,728,788 items, accessible to anyone who has an active HPLD library card in good standing including items in the Specialty Checkout Collection (Delivered by end of 1 st Quarter 2020)			
Materials purchasing/centralized order management			
2. Collection department will order on behalf of the Member Library and be billed monthly. Discounts realized through large volume purchasing.			
3. Collection development staff coordinate/create/maintain/update standing order plans for books and periodicals.			
4. Provide list of available periodicals, research and order titles as requested. Work with vendor when problems arise with subscription deliveries on member behalf.			
5. Collection Resources Manager negotiates discounts for all vendors used by the department (book, media and periodicals).			
Materials processing/standardized processing for items purchased /cataloged through Bibliographic Services			
6. Items ordered through Bibliographic Services will receive barcodes, RFID tags, spine labels, mylar covers per district standards			
Courier service to transport library materials Monday through Saturday			
7. Courier schedule maintenance for North and South routes			
Licensing, maintenance, and access to online databases and search software			
8. Negotiate prices for database and electronic resource access (included eBooks and databases)			
9. Staff database training upon request			
10. Patrons and staff receive technical troubleshooting and support			
Interlibrary Loan (ILL) and Prospector services			
11. ILL department will use OCLC or other supporting tools to locate and borrow an item not in our catalog for patrons/residence of HPLD.			

12. ILL staff responds to member patron requests and work with staff to resolve any problems.			
Access to collection development tools and resources to build collections			
13. Advice from the collection development department when questions arise.			
14. Access to online ordering tools			
15. Support for collection analysis			
Cataloging services			
16. Original cataloging provided for any item purchased by a Member Library that is not found within the OCLC catalog.			
17. Copy cataloging provided for any item already in the HPLD catalog or available from the current bibliographic utility.			
ILS data maintenance			
18. Bibliographic Services staff will update ILS databases including deleting bibliographic records with no holdings.			
19. Maintain the integrity of the ILS database through regular authority control, subject heading updates and patron purges.			
20. Collection Resources Manager negotiates discounts for all processing supplies including RFID tags and barcodes. Additional custom labels can be purchased through the Bibliographic Services department at cost and billed to the Member Library			
21. Advice and support from trained MLS catalogers			
Information Technology- Core IT service solutions			
22. ILS: Funding, procurement, installation, administration and all required support for the Integrated Library System and add on services			
23. OPAC: Funding, procurement, installation, administration and all required support for the public catalog			
24. Email services: Funding, procurement, installation, administration and all required support			
25. MyLibrary: Funding, design, code development, installation, administration and all required support			
26. Online Payment Services: Funding, procurement, installation, administration and all required support			
27. Telecirc: Funding, procurement, installation, administration and all required support			
28. Intranet: Funding, procurement, installation, administration and all required support			
29. Storage, backup and recovery services: Funding, procurement, installation, administration and all required support			
30. Mobile catalog: Funding, procurement, installation,			

administration and all required support			
31. Reporting and data support for all IT services			
32. Training on technologies support by HPLD			
33. Online training videos for staff and patrons			
Staff connectivity services			
34. Network equipment funding, purchase, configuration, installation and support in accordance with Library District standards. All hardware, software, equipment including cabling, servers will be provided. All new equipment will come with a hands-on demo and training.			
35. Information Technology calls for service and support of all equipment			
36. Security camera hardware, software installation and support in accordance with Library District standards. (Cameras at: Entry/Exits, outside bathrooms and at service desks).			
37. Circuit funding, purchase, installation, configuration and support			
38. HPLD access services funding, purchase, installation, configuration and support (remote access)			
39. Infrastructure cabling funding, purchase, installation, and support			
Internet connectivity for public (including Wi-Fi)			
40. Network funding, equipment purchase, configuration, installation and support. Hardwired fiber staff networks minimum speed (40M)* Public network minimum speed (20M)* Provide Libraries with 6-month usage and speed reports (*These speed guaranteed as provided by local internet service providers and contingent upon the continued service of these providers.)			
41. Circuit funding, purchase, installation, configuration and support			
42. Access services funding, purchase, installation, configuration and support			
Staff and public client equipment			
43. Purchase of all client (ILS) equipment needs **required for support** as mutually agreed upon			
44. Configuration, testing, installation and support for all staff and public client (ILS) equipment as mutually agreed upon			
Staff and public client software (is required due to licensing requirements)			
45. Operating system: Funding, purchase, testing, configuration, installation and support			
46. Productivity solutions: Funding, purchase, testing,			

configuration, installation and support (Office suite)			
47. Antivirus and other security tools: Funding, purchase, testing, configuration, installation and support			
48. Public use management: Funding, purchase, testing, configuration, installation and support			
49. Public print service management: Funding, purchase, testing, configuration, installation and support			
50. Web filtering: Funding, purchase, testing, configuration, installation and support			
51. Public freeze software: Funding, purchase, testing, configuration, installation and support			
52. Web lock down software (for pacs): Funding, purchase, testing, configuration, installation and support			
53. Automated deployment services: Funding, purchase, testing, configuration, installation and support			
54. Removal or recycling of computer and IT equipment			
Finance and Administration			
Tax collection, distribution, and payments in the same proportion as collected by HPLD.			
55. Ongoing updates on property taxation for budgeting purposes			
Finance and Administration Requests			
57. Provide approved library budget as part of larger municipal budget upon approval and adoption			
58. Provide audited financial statements when approved and adopted by Library and Municipal Boards.			
59. Post all notices and hold all meetings in accordance with sunshine laws			
60. Access to Foundation consulting and training sessions on fundraising activities including sponsorship, capital campaigns, planned giving, etc.			
61. Assistance with grant reviews, applications, and writing for grants of any size.			
62. Acceptance of large or unusual donations on behalf of a member library pending the donation is in line with the Foundation's mission and gift acceptance policy and pending the acceptance of a gift agreement. (Add Copy of Gift Acceptance Policy)			
Management of Debt Collect Services:			
63. Debt collect service management including trainings and consulting with Debt Collect Service Vendor.			
Human Resources Support			
64. Access to advertising posting position vacancies on the HPLD website			

65. District orientation for new Member Directors and staff (Including Technology orientation and District Tour)			
66. Human Resources Consulting as requested			
67. Provides access to HPLD Sub Pool			
68. Access and including in all HPLD Training			
69. Access to In-house training and HPLD-sponsored workshops, seminars, orientations, Staff Day and roundtables			
70. Inclusion in and invitation to HPLD All Staff Day			
Project management services			
71. Provide consultation with contractors			
Member/District services coordination			
72. Participation on HPLD committees, task forces and projects (Duties Include: participate in planning, execution of program or service and evaluation)			
Continuing education			
73. High Plains Library District will provide funding, contingent upon annual Board approval for continuing staff education and professional development			
Compilation of Annual Public Library statistical report			
74. Compile and report library statistics for Public Library Annual Report, all other statistics provided as requested			
75. Advise Member libraries of pending changes in data needs			
Legal inquiry			
76. Serve as the point of contact for subpoenas or legal inquiries for ILS data			
HPLD name badge			
77. First name badge for new staff			
Research Tools			
78. District survey and research services that will include Member service areas; Including demographics available via staff intranet			
Outreach Services			
Multicultural services			
79. Outreach department partners with Member libraries to provide Multicultural services to patrons.			
80. Provide computer class support including curriculum, training, and referrals			
Mobile services to schools or other gathering places in member service area			
81. Outreach works with Member Libraries to provide services to locations in the Member service area.			
Public Computer Centers (PCC)			
82. PCCs located in member service areas: Johnstown (Milliken), Ault (Nunn & Pierce)			
83. PCC installation, maintenance and management in			

mutually agreed upon locations, executed through IGA or MOU and in accordance with agreement			
Public Information/Programming			
Spaces web calendar and room reserve			
84. Provide support for Member Library's events calendar available through the District's website.			
85. Provide support for each Member Library to utilize patron-initiated room reservations available through the District's website as requested			
Templates for promotional materials			
86. Include member libraries on any collaborative promotional materials when appropriate and available.			
Coordination of district-wide events and programming			
87. Coordinate special events and programs in which branch and Member Libraries choose to participate in. Including the District vehicle participation, scheduled through the Library Districts' Outreach Department.			
Library cards			
88. Design, produce and disseminate library cards for all libraries within HPLD.			
Advertising & Marketing			
89. Funds and places advertisements in phone books, newspapers and various northern Colorado publications.			
90. Access to Community Relations and Marketing Department Services (including large format printer)			
Virtual Services			
91. Staffing/management/support and funding of all calls that come into the 1-888-861-READ (7232) number			
92. Staffing /management/support and funding of online communication services such as chat and email			
Facilities			
93. Access to District Owner's Representative Services as requested			
94. Facilities consulting, and advice as requested			
Training Bureau			
95. Support and use of the Training Bureau (Once formed the Training Bureau will provide staff and public trainings on technology and specific skills TBD)			

Addendum B

Library Services to be provided by the
Library District to the Fort Lupton Public School Library

Services	Provided by District	Provided by Member Library	Not Applicable
Collections	x		
Access to all materials at all libraries participating in High Plains Library District	x		
1. The District has over 2,728,788 items, accessible to anyone who has an active HPLD library card in good standing including items in the Specialty Checkout Collection (Delivered by end of 1 st Quarter 2020)	x		
Materials purchasing/centralized order management	x		
2. Collection department will order on behalf of the Member Library and be billed monthly. Discounts realized through large volume purchasing.	x		
3. Collection development staff coordinate/create/maintain/update standing order plans for books and periodicals.	x		
4. Provide list of available periodicals, research and order titles as requested. Work with vendor when problems arise with subscription deliveries on member behalf.	x		
5. Collection Resources Manager negotiates discounts for all vendors used by the department (book, media and periodicals).	x		
Materials processing/standardized processing for items purchased /cataloged through Bibliographic Services	x		
6. Items ordered through Bibliographic Services will receive barcodes, RFID tags, spine labels, mylar covers per district standards	x		
Courier service to transport library materials Monday through Saturday	x		
7. Courier schedule maintenance for North and South routes	x		
Licensing, maintenance, and access to online databases and search software	x		
8. Negotiate prices for database and electronic resource access (included eBooks and databases)	x		
9. Staff database training upon request	x		
10. Patrons and staff receive technical troubleshooting and support	x		
Interlibrary Loan (ILL) and Prospector services	x		
11. ILL department will use OCLC or other supporting tools to	X		

locate and borrow an item not in our catalog for patrons/residence of HPLD.	x		
12. ILL staff responds to member patron requests and work with staff to resolve any problems.	x		
Access to collection development tools and resources to build collections	x		
13. Advice from the collection development department when questions arise.	x		
14. Access to online ordering tools	x		
15. Support for collection analysis	x		
Cataloging services	x		
16. Original cataloging provided for any item purchased by a Member Library that is not found within the OCLC catalog.	x		
17. Copy cataloging provided for any item already in the HPLD catalog or available from the current bibliographic utility.	x		
ILS data maintenance	x		
18. Bibliographic Services staff will update ILS databases including deleting bibliographic records with no holdings.	x		
19. Maintain the integrity of the ILS database through regular authority control, subject heading updates and patron purges.	x		
20. Collection Resources Manager negotiates discounts for all processing supplies including RFID tags and barcodes. Additional custom labels can be purchased through the Bibliographic Services department at cost and billed to the Member Library	x		
21. Advice and support from trained MLS catalogers	x		
Information Technology- Core IT service solutions	x		
22. ILS: Funding, procurement, installation, administration and all required support for the Integrated Library System and add on services	x		
23. OPAC: Funding, procurement, installation, administration and all required support for the public catalog	x		
24. Email services: Funding, procurement, installation, administration and all required support	x		
25. MyLibrary: Funding, design, code development, installation, administration and all required support	x		
26. Online Payment Services: Funding, procurement, installation, administration and all required support	x		
27. Telecirc: Funding, procurement, installation, administration and all required support	x		
28. Intranet: Funding, procurement, installation, administration and all required support	x		
29. Storage, backup and recovery services: Funding, procurement, installation, administration and all required support	x		

30. Mobile catalog: Funding, procurement, installation, administration and all required support	x		
31. Reporting and data support for all IT services	x		
32. Training on technologies support by HPLD	x		
33. Online training videos for staff and patrons	x		
Staff connectivity services	x		
34. Network equipment funding, purchase, configuration, installation and support in accordance with Library District standards. All hardware, software, equipment including cabling, servers will be provided. All new equipment will come with a hands-on demo and training.	x		
35. Information Technology calls for service and support of all equipment	x		
36. Security camera hardware, software installation and support in accordance with Library District standards. (Cameras at: Entry/Exits, outside bathrooms and at service desks).	x		
37. Circuit funding, purchase, installation, configuration and support	x		
38. HPLD access services funding, purchase, installation, configuration and support (remote access)	x		
39. Infrastructure cabling funding, purchase, installation, and support	x		
Internet connectivity for public (including Wi-Fi)	x		
40. Network funding, equipment purchase, configuration, installation and support. Hardwired fiber staff networks minimum speed (40M)* Public network minimum speed (20M)* Provide Libraries with 6-month usage and speed reports (*These speed guaranteed as provided by local internet service providers and contingent upon the continued service of these providers.)	x		
41. Circuit funding, purchase, installation, configuration and support	x		
42. Access services funding, purchase, installation, configuration and support	x		
Staff and public client equipment	x		
43. Purchase of all client (ILS) equipment needs **required for support** as mutually agreed upon	x		
44. Configuration, testing, installation and support for all staff and public client (ILS) equipment as mutually agreed upon	x		
Staff and public client software (is required due to licensing requirements)	x		
45. Operating system: Funding, purchase, testing, configuration, installation and support	x		
46. Productivity solutions: Funding, purchase, testing,	x		

configuration, installation and support (Office suite)			
47. Antivirus and other security tools: Funding, purchase, testing, configuration, installation and support	x		
48. Public use management: Funding, purchase, testing, configuration, installation and support	x		
49. Public print service management: Funding, purchase, testing, configuration, installation and support	x		
50. Web filtering: Funding, purchase, testing, configuration, installation and support	x		
51. Public freeze software: Funding, purchase, testing, configuration, installation and support	x		
52. Web lock down software (for pacs): Funding, purchase, testing, configuration, installation and support	x		
53. Automated deployment services: Funding, purchase, testing, configuration, installation and support	x		
54. Removal or recycling of computer and IT equipment	x		
Finance and Administration	x		
Tax collection, distribution, and payments in the same proportion as collected by HPLD.	x		
55. Ongoing updates on property taxation for budgeting purposes	x		
Finance and Administration Requests	x		
57. Provide approved library budget as part of larger municipal budget upon approval and adoption		x	
58. Provide audited financial statements when approved and adopted by Library and Municipal Boards.		x	
59. Post all notices and hold all meetings in accordance with sunshine laws		x	
60. Access to Foundation consulting and training sessions on fundraising activities including sponsorship, capital campaigns, planned giving, etc.	x		
61. Assistance with grant reviews, applications, and writing for grants of any size.	x		
62. Acceptance of large or unusual donations on behalf of a member library pending the donation is in line with the Foundation's mission and gift acceptance policy and pending the acceptance of a gift agreement. (Add Copy of Gift Acceptance Policy)	x		
Management of Debt Collect Services:	x		
63. Debt collect service management including trainings and consulting with Debt Collect Service Vendor.	x		
Human Resources Support	x		
64. Access to advertising posting position vacancies on the HPLD website	x		

65. District orientation for new Member Directors and staff (Including Technology orientation and District Tour)	x		
66. Human Resources Consulting as requested	x		
67. Provides access to HPLD Sub Pool	x		
68. Access and including in all HPLD Training	x		
69. Access to In-house training and HPLD-sponsored workshops, seminars, orientations, Staff Day and roundtables	x		
70. Inclusion in and invitation to HPLD All Staff Day	x		
Project management services	x		
71. Provide consultation with contractors	x		
Member/District services coordination	x		
72. Participation on HPLD committees, task forces and projects (Duties Include: participate in planning, execution of program or service and evaluation)	x		
Continuing education	x		
73. High Plains Library District will provide funding, contingent upon annual Board approval for continuing staff education and professional development	x		
Compilation of Annual Public Library statistical report	x		
74. Compile and report library statistics for Public Library Annual Report, all other statistics provided as requested	x		
75. Advise Member libraries of pending changes in data needs	x		
Legal inquiry	x		
76. Serve as the point of contact for subpoenas or legal inquiries for ILS data	x		
HPLD name badge	x		
77. First name badge for new staff	x		
Research Tools	x		
78. District survey and research services that will include Member service areas; Including demographics available via staff intranet	x		
Outreach Services	x		
Multicultural services	x		
79. Outreach department partners with Member libraries to provide Multicultural services to patrons.	x		
80. Provide computer class support including curriculum, training, and referrals	x		
Mobile services to schools or other gathering places in member service area	x		
81. Outreach works with Member Libraries to provide services to locations in the Member service area.	x		
Public Computer Centers (PCC)			x
82. PCCs located in member service areas: Johnstown (Milliken), Ault (Nunn & Pierce)			x
83. PCC installation, maintenance and management in mutually			x

agreed upon locations, executed through IGA or MOU and in accordance with agreement			
Public Information/Programming	x		
Spaces web calendar and room reserve	x		
84. Provide support for Member Library's events calendar available through the District's website.	x		
85. Provide support for each Member Library to utilize patron-initiated room reservations available through the District's website as requested	x		
Templates for promotional materials	x		
86. Include member libraries on any collaborative promotional materials when appropriate and available.	x		
Coordination of district-wide events and programming	x		
87. Coordinate special events and programs in which branch and Member Libraries choose to participate in. Including the District vehicle participation, scheduled through the Library Districts' Outreach Department.	x		
Library cards	x		
88. Design, produce and disseminate library cards for all libraries within HPLD.	x		
Advertising & Marketing	x		
89. Funds and places advertisements in phone books, newspapers and various northern Colorado publications.	x		
90. Access to Community Relations and Marketing Department Services (including large format printer)	x		
Virtual Services	x		
91. Staffing/management/support and funding of all calls that come into the 1-888-861-READ (7232) number	x		
92. Staffing /management/support and funding of online communication services such as chat and email	x		
Facilities	x		
93. Access to District Owner's Representative Services as requested	xx		
94. Facilities consulting, and advice as requested			
Training Bureau	x		
95. Support and use of the Training Bureau (Once formed the Training Bureau will provide staff and public trainings on technology and specific skills TBD)	x		

Addendum C

High Plains Library District Library Plan

EXCELLENCE

Strategy

Strive to become the first library in the nation to win the Baldrige Award for Excellence.

Governmental transparency creates trust in the community. In our pursuit of excellence, the High Plains Library District will be transparent and follow all Sunshine Law requirements and guidelines, Including, but not limited to:

- Post Board Meeting Agenda and Packets and materials 72 hours before the meeting. In identified posting locations.
- Keeping, recording and Posting Board Meeting Minutes in accordance with Sunshine Laws.
- Making documents available online via www.mylibrary.us
- Following our Open Record Request Policy.
- Submitting a completed Colorado Public Library Annual Report by the annual deadline.
- Providing a District Annual report to the Board from Director and Library Managers.

ACCESS

Strategy

Every individual and community who contributes to the revenues of the District will have access to library services (website, catalog, and the products and services the District offers.)

District Library Locations

District libraries are established according to the Establishment of District Facilities Guideline as well as Colorado Public Library Standards. Operations are governed by the High Plains Library District Board of Trustees. Facilities are the property, by ownership or contract, of the High Plains Library District. The High Plains Library District adheres to an annual budget approved by the High Plains Library District Board of Trustees.

District libraries offer a full array of materials, services, and programs for people of all ages. Staff is employed by the District, participates in benefits and is governed by the policies of the District.

Member Libraries

Member Libraries were established according to the Colorado Library Law provisions in 1985 and have joined with other governmental units within Weld County for the purpose of creating the High Plains Library District. The Member Library receives a designated portion of the tax levy for local library service. The governing authority of the Member Library receives funds according to a formula established at the time of the agreement to create the District. The governing authority budgets and accounts for these funds.

A portion of the tax generated from the service area is retained by the District for the purpose of district-wide services.

Member Libraries have:

- A local governing authority responsible for the library's operations.

- Facilities that are owned and maintained by the local authority.
- Services and programs that are determined by the local board. The library participates in centralized services made available by the District and mutually agreed upon through IGA.
- Staff that is hired by the local ~~board~~ governing authority. Payroll, insurance, and benefits are the responsibility of the local governing authority.
- A service area that was established in the Intergovernmental Agreement that formed the District.
- Hours of operation that are defined by the local authority.

Outreach Services

Outreach Services are a connection point and foothold for High Plains Library District in areas that are not in close proximity to a physical library. Outreach Staff will become a part of the community through collaboration with community organizations and to extend library services into communities, neighborhoods and to individuals. Outreach Services use a variety of methods to provide access to those who experience barriers to using traditional library facilities and virtual resources. Collaborative efforts are prioritized to match the District's Strategic Plan with community efforts.

When focusing on services, Outreach staff works with a variety of organizations ranging from day care centers, preschools, and K-12 schools to recreational centers, senior centers and other organizations that serve as community meeting places, in order to provide library materials, programs and resources to areas where economic, geographic, linguistic, physical or other barriers hinder access.

Efforts include, but are not limited to, providing rotating deposit collections, bookmobile and Lobby Stops, supporting Public Computer Centers, partnering with local service organizations, and serving with organizations pursuing venues for getting information and materials to the community.

The District will continually monitor the changing needs of the High Plains Library District residents and modify services to best reach the most people in a cost-effective manner. Over the next 1-3 years, Outreach Services will shift from transaction interactions with individuals in the communities they serve to a more imbedded, relationship model. A model where we are not just sitting at a table at an event but being an active part of the community and participating in the event and community.

Outreach Service Area Definitions

Outreach Services extends library services and staff into communities, neighborhoods, and to individuals using a variety of methods to provide access to those who experience barriers to using traditional library facilities and virtual resources or those who might not otherwise consider using library services.

Efforts include, but are not limited to, participating on board and committees, providing rotating deposit collections, making bookmobile stops, partnering with local service organizations, serving with organizations pursuing venues for getting information and materials to the community, and providing answers and resources online or over the phone.

Bookmobile/Lobby Stops

- Mobile Units may be scheduled to stop at locations that are beyond a reasonable travel distance from a library building location. Stops will be at community gathering locations. While schools, historically have been an ideal location since they serve as a population centers, this has been limited to only supporting students during school hours. New options are being considered.
- Services are provided on an individual basis rather than to a group, i.e., classroom. The most frequently requested books are carried in the Outreach collection. Staff fill special requests promptly using Interlibrary Loan (ILL) and Prospector when appropriate.

- Bookmobile/Lobby stop visits are scheduled at intervals no less than 3 weeks and of sufficient length to offer professional advisory service.

Deposit Sites

- The facility is not the property of the District. Maintenance and insurance are the responsibility of the group or agency providing the facility.
- Deposits may be in lieu of bookmobile service or to supplement a bookmobile stop service point.
- A collection of materials is provided by the District as a long-term loan. The size of this collection is determined by the number of patrons and the size of the facility. Deposits providing study facilities will be provided basic reference books. Short-term rotating collections may be provided to maintain vitality in the collection at the deposit. Selection of the materials will be made by the District staff, taking into consideration those requests of the local staff. Insurance covering the materials placed in the deposit is the responsibility of the District.

Public Computing Center Sites

In 2011, HPLD had established 11 Public Computing Centers (PCC) that were housed in partner organizations. This model allowed the HPLD to maximize our resources by opening multiple sites in a service area that spans more than 4,000 square miles using 2.5 FTE. Of these original centers, 5 are still active locations. While the technology in all locations are managed by the District ITI Staff, 2 are in Member service areas where the Directors decided to continue to support the patron experience aspect of the service.

The 5 locations include: a town hall, a recreation center, a homeless shelter, a support center for the differently-abled, and a former coffee shop.

Criteria for partner organizations include:

- Space for our computer stations, as well as a place for our utility computer and a secure locked box to house it
- Availability of at least 20 hours a week to patrons of all ages
- Established foot traffic pattern

PCC sites were set up to mirror our branch computers, so our patrons get the same software, database access, time limits, and user experience that a patron in a branch would. Book-a-Librarian, a formalized one-on-one appointment, services are also provided.

Materials delivery has been provided at one of our sites through a holds locker (it looks like a USPS box and allows patrons to pick up holds 24/7), and some simply have holds delivered to the staff on the site.

All staff instructors have prior experience in technology instruction.

Virtual Library

Virtual Library staff resolves circulation and service concerns, provides basic reader's advisory and reference services, and directs requests as appropriate. Staff manage communications through technology-based tools which includes, but is not limited to, CHAT, email, and phones.

Virtual Library staff participate in the development and management of online support tools such as video-based training.

Pop-Up Library

The Pop-Up Library's purpose is to engage both users and non-users in a two-way conversation about their wants and needs. At strategically selected events the catalyst for these conversations will be the unique and dynamic experiences we provide. Participants will walk away having had a positive interaction with the library in a new way. The Pop-Up Library will serve as a marketing tool that allows us to be producers instead of takers. It will help move us towards our goal of changing people's perceptions of libraries, by actively showing our relevancy and importance through listening to their needs and delivering based on those conversations.

Current Facilities (Per Demographer)

Library	Service Areas	Population by Municipalities Service area per County Demographer	Square Footage	Sq. Ft./Pop
HPLD Greeley Area	Greeley, Evans, Garden City, La Salle (District 6)	128, 492	92,300 sq. ft.	0.72 sq. ft/person
Northern Plains Public Library	Ault, Pierce, Nunn (Re-9)	6,387	6,000 sq. ft.	0.93 sq. ft/person
Platteville Public Library	Platteville, Gilcrest (Re-1)	7,457	11,500 sq. ft.	1.5 sq. ft/person
Glenn A Jones Memorial M.D. Library	Johnstown, Milliken (Re-5J)	25,807	13,000 sq. ft.	0.50 sq. ft/person
Hudson Public Library	Hudson, Keenesburg, Lochbuie (Re-3)	15,293	12,000 sq. ft.	0.78 sq. ft/person
Eaton Public Library	Eaton, Galeton (Re-2)	9,593	12,500 sq. ft.	1.3 sq. ft/person
Fort Lupton	Fort Lupton (Re-8)	14,463	16,500 sq. ft.	1.1 sq. ft/person

Cities, Towns, and Municipalities in the District Service Area

As defined by the Weld & Boulder County Assessors Offices:

Evans (Served by the Riverside Library and Cultural Center)

Erie (Served by the Erie Community Library)

Firestone (Served by the Carbon Valley Regional Library)

Frederick (Served by the Carbon Valley Regional Library)

Garden City (Served by the Lincoln Park & Riverside Library and Cultural Center)

Greeley (Served by the Farr Regional Library, Centennial Park Library, Lincoln Park & Riverside Library and Cultural Center)

Kersey (Served by the Kersey Library)

PCC Location:

Briggsdale Community Library

Evans Community Complex

Milliken

Nunn Town Hall

Served by Outreach Services:

Grover (22 miles from a PCC, 44.5 miles from a physical library)
LaSalle (2.4 miles from a physical library)
Mead (10 miles from a physical library)
New Raymer (27 miles from a PCC, 50 miles from a physical library)
Stoneham (38 miles from a PCC, 61 miles from a physical library)

Possible expansion of services:

Keota (37 miles from a PCC, 59 miles from a physical library)

Member Service Areas

As defined by the Weld County Assessors Offices:

Northern Plains Public Library: RE-9 School Boundaries (Ault, Carr, Nunn & Pierce)

Eaton Public Library: RE-2 School Boundaries (Eaton & Galeton)

Fort Lupton School and Public Library: RE-8 School Boundaries (Fort Lupton, Aristocrat Acres, Wattenberg)

Hudson Public Library: RE-3J School Boundaries (Hudson, Lochbuie & Keenesburg)

Glen A. Jones Memorial Library: RE-5J (Johnstown & Milliken)

Platteville Public Library: South Half of RE-1 School District (Platteville & Gilcrest)

STEWARDSHIP**Strategy**

Care for the facilities we have in a way that they will be the place where everyone wants to be.

Establishment of District Facilities Guideline

The High Plains Library District is committed to providing quality service to all district residents. To ensure that service is provided in an effective and efficient manner, the Board of Trustees will establish and observe service delivery guidelines. The following considerations identify the guidelines for the District (Branch) Facilities and provide are provided for informational purposes for the Member Libraries.

General Considerations

- The use of a library is significantly impacted by its location.
- The Board of Trustees is committed to constructing locations where community residents frequently and willingly go.
- The District will operate locations of four types: Regional Library, Large Library, Small Library, and Mini Library.
- Population, service hours per week, size in square footage, holdings available, number of computers available for public use, and the number of hours of programming per week will vary based on the population and demographics of the service area.

- The Board reserves the right to offer service at an expanded or contracted level than that shown in the Preliminary Assessment Tool whenever local conditions or available funding make variations desirable or necessary.
- In urban and suburban areas, libraries should be located so that most residents of the service area can drive to the library in 15 – 20 minutes. In rural areas, libraries should be located so that most residents of the area can drive to the location in 30 minutes.
- The ideal of the District is to provide library service to residents at all hours, and to pursue opportunities to leverage hours of availability beyond those provided by the traditional library. As technological advancements permit the provision of services without a physical facility, the District will continue to work toward that ideal. As identified in the strategic plan, the District will leverage technology to make a 24/7 self-service location a reality.
- The services offered at libraries will vary depending on the type of facility and the community served. Regional and large libraries will offer a greater variety of services and larger collections than those available at the small and mini libraries.
- Libraries may include specialized spaces such as but not limited to computer labs, digital media labs, story rooms, study rooms, conference rooms, flex spaces and makers spaces.
- Libraries constructed by the District will be a minimum of 6,000 square feet and serve a population of at least 5,000 people.
- It is the preference of The District to own property and facilities, however library services may be provided in leased or donated space.
- The High Plains Library District will actively pursue co-location when such an opportunity is the most efficient and effective way to provide library service. Co-location occurs when library service is provided from a space in a facility in which other entities also have their own designated space.
- The District prefers to own the property and the facility that will be used for the co-located library, rather than being a tenant in a facility owned by another party.
- Co-location opportunities will be considered with retail outlets, community services, and organizations such as: community center, recreation center, senior center, health clinic, retail center, supermarket, or other locations where all segments of the community will frequently and willingly go.
- The District may provide library service via Outreach Services.
- Facilities and remodeling projects will meet, at a minimum, LEED Silver certification standards.
- As much as possible, the District will integrate future proofing and plan for the expected community growth

Site Selection Criteria

The following criteria, listed in alphabetical order, will be used by the Board of

Trustees to determine sites for locations:

- **Accessibility:** The site will be easily accessible by car, bicycle, public transportation, and on-foot. The site will provide for a high degree of personal safety for people entering and leaving the building, especially at night. Natural or man-made barriers should not impede access to the site.
- **Acquisition cost:** The cost to purchase or lease the site will be within the District's budget, and the price to be paid for the site should not exceed the fair market value of the site.

- **Availability:** The time required to acquire the site will not negatively impact the proposed project timeline.
- **Community assessment:** The site will be one that will be acceptable to the majority of the residents in the projected service area of the proposed location. Prior to the selection of a site for a library, the Board of Trustees will provide an opportunity for public comment about the proposed site.
- **Construction/Site development cost:** The site will enable the District to construct a branch without incurring significant additional costs to prepare the site for construction or to construct the location.
- **Environmental issues:** The site will enable the District to construct a library without incurring significant additional costs to mitigate prior soil contamination or other pre-existing environmental conditions such as poor drainage or unstable land formation. The site will not be located in a flood plain or on protected lands.
- **Legal Matters:** The site will enable the District to acquire the property and construct the library without incurring significant additional legal costs.
- **Parking:** The site will allow for adequate onsite parking for library users and library staff.
- **Projected or current population:** The site will consider how many people can be served within a reasonable distance from the proposed site.
- **Size and shape of the property:** The site will allow for the construction of an efficiently designed library. The site will allow for landscaping and required setbacks. The site will allow for expansion of the building and expansion of the parking lot.
- **Traffic:** The site will be close to the geographic and/or traffic center of the areas to be served. The site will consider both the positives and negatives of traffic. It should be near primary streets with the library located at the intersection if possible, and an area of high pedestrian traffic. But the nature of traffic should not be such as to discourage use of the library.
- **Visibility:** The site and the library will be visible from major streets or within the shared facility.

Current Facilities Guideline Chart

	Extra-Large	Large Branch	Medium Branch	Small Branch	Notes/Comments
Population Served	35,000+	15,000-35,000	8,000-15,000	5,000-8,000	Smaller Populations Served via Outreach
Service Hours Per Week	62+	62+	62+	20+	
Square Footage	34,315+	11,538-34,314	4,373-11,537	1,000-4,372	
Holdings	125,000+	80,000-125,000	25,000-80,000	3,000-12,000	
Public Computers	50+	30-49	10-29	4-10	Determined by space and need
Possible Unique Features	Courier, IT and Outreach Hub, Special	Special Collection, Large and	Special Collection, Small Meeting	Small Meeting Room, 24 Hour Option	

	Collection, Large Meeting Room and Flex Space, Board Room, 24 Hour Option	Small Meeting Rooms, 24 Hour Option	Rooms, 24 Hour Option		
--	--	---	--------------------------	--	--

ASPIRATION

Strategy

Create programs and services that result in changed lives and a better community.

In accordance with the strategic plan, the District will shift from current program delivery methods to more skills based, multicultural and intergenerational programming. The District will partner with and bring in subject matter experts to aid with the shift and instruction. Doing so will help to build the community and make connections within and between groups as the diverse population continues to expand throughout the High Plains Library District Service area. This shift was in direct response to community input and feedback.

LITERACY

Strategy

Intensify our efforts in increasing the levels of literacy throughout the District.

As the District strives to build stronger community. We will focus on all types of literacy, conventional, cultural and digital. Being a place for civil discourse and crucial conversations.

UNITY

Strategy

Focus on building trust in District leadership, building leaders and increasing job satisfaction.

The District will continue to provide, collection, Information Technology PCC and Outreach support as requested and agreed upon through Intergovernmental Agreements with the Member Libraries.

While working through this process, we encourage our Member Libraries and their ~~Boards~~ Governing Authorities to build and use similar service plan.

FINANCIAL STRENGTH

Strategy

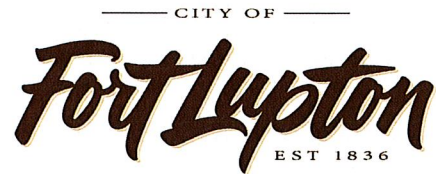
An emphasis on economic and population forecasting and taking actions now to prepare for the future.

To maintain our financial strength, the District will work with the County Demographer and Assessors Office as well as financial advisors and consultants to project and prepare for the future. To make the proper projections we must document and understand our current and former financial position and make it possible. We will prepare and make available and encourage our Member Libraries to do the same:

- CAFR or Audited Financials

- Quarterly Unaudited Financial Reports
- List of Library Trustees

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespin, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-184

APPROVING THE PURCHASE OF AUDIO/VISUAL SYSTEM TO BE INSTALLED IN THE COUNCIL CHAMBER FROM RUSHWORKS FOR AN AMOUNT NOT TO EXCEED \$24,535.00 ALLOCATED FROM THE IT DEPARTMENT

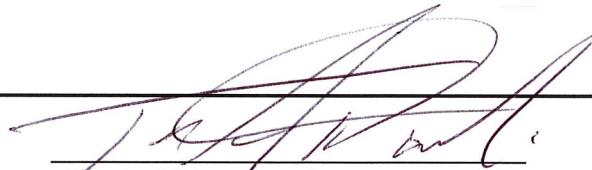
I. **Agenda Date:** Council Meeting – November 3, 2020

II. **Attachments:**
a. Bid from Rushworks
b. Bid from AVI Digital Media Support

III. **Summary Statement:**

In April 2020 Aims Community College, "Aims" disconnected their Channel 16 account with Comcast. At the time, the City was currently sharing airtime with Aims. The disconnection caused the City to lose the airtime to Channel 16 and therefore could not air City Council meetings. On various occasions, staff has tried getting Channel 16 up and running to no avail. Rushworks is willing to come in and install a system that will allow the public to watch live Council meetings from the City's webpage as well as stream to the City's social media accounts.

IV. **Submitted by:**


Travis Aksamitowski

V. **Finance Reviewed**

Finance Director

VI. **Approved for Presentation:**



City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

In April 2020 Aims Community College, "Aims" disconnected their Channel 16 account with Comcast. At the time, the City was currently sharing airtime with Aims. The disconnection caused the City to lose the airtime to Channel 16 and therefore could not air City Council meetings. On various occasions, staff has tried getting Channel 16 up and running to no avail. Rushworks is willing to come in and install a system that will allow the public to watch live Council meetings from the City's webpage as well as stream to the City's social media accounts.

Upgrades to the Council Chambers will include two new workstations, three cameras, and Software. If space in room will work to have the two workstations in the back NE corner of the room (where current audio equipment is), we will be able to run everything from that office space. If not, we will need to place in another location and may remote to the system while in the council chambers during session.

One workstation will have A-List software, which is the content management system and allow us to schedule the services to the Internet or Channel 16 (once we have Comcast back up). The other workstation will have VDesk software. The VDesk configuration has 4 SDI inputs. Transitions include multiple wipe designs effects; include picture in picture choices, several "Double Box" layouts, and Chroma key. Records in H.264 or MPEG-2 and output HDMI and SDI while simultaneously streaming through the network connection. NDI and URL inputs are supported as well as an NDI output.

VDesk is your streaming system with software(s) such as Adobe Photoshop and Premiere Elements.

Total price includes install and training on the system.

We will keep our current audio equipment and microphones. This system has been designed to grow in the future when or if needed.

There is an annual fee of \$1,592.00 which will provide us with the latest updates to the software(s), replacement parts, next business day on-site, if required, and video I/O warranty

X. Legal/Political Considerations:

XI. Alternatives/Options:

XII. Financial Considerations:

The Internal Technology department in the General Fund has \$70,000 budgeted for the AVI system.

XIII. Staff Recommendation:

It is recommended that we go with RushWorks to get our system up and running.



Proposal Prepared For
Travis Aksamitowski
CITY OF FORT LUPTON

October 13, 2020
This Proposal is valid for 30 days.



Proposal Reference #
COFL101320-ALSP

ITEM	DESCRIPTION	Quan
SYSTEM	M.2 256 NVMe SSD i9-10900 16GB WIN10PRO KYBD/MSE	1
STORAGE	1TB SSD	1
PORTS	6 x USB 3.2 / RJ-45 / 2 x DISPLAYPORT 1.4	1
HW WARRANTY	3 YEAR DELL PROSUPPORT*	1
SOFTWARE	A-LIST STREAMSTER PRO (supports Traffic Import)	1
OUTPUTS	HD/SD-SDI and HDMI	1
MON	Dell E2216H 1920 x 1080 22"	1
UTILS	SEGMENTR PRO with FILE.Rx (file segmenting and transcoding)	1

Notes **Terms: 50% with Purchase Order with balance due prior to shipping.**

Configured with **one (1) 256 NVMe and (1) 1TB SSD solid state drive**, and runs on Windows 10. The system includes keyboard, mouse, monitor, monitor cable, and 10' Ethernet cable.

CUSTOMER SUPPORT

Annual System Assurance Plan (ASAP) first year included renewable yearly

\$400

Email • Phone • LogMeIn Remote Access • Software Version Upgrades & Enhancements



* Overnight parts replacement • Next day on-site service if required
Video I/O card warranty: 1 year • Software warranty: 1 year

All systems are custom built-to-order, and all sales are final. If for any reason you elect to return a system within 30 days, there will be a restocking fee of 35% of the system cost.

Price	4,995
Installation & Training	0
*Shipping & Handling	49
Travel Expenses	0
TOTAL	\$5,044

*UPS
Ground



Travis Aksamitowski
CITY OF FORT LUPTON

October 13, 2020

This Proposal is valid for 30 days.



VDESK LTD • PTZ Production and Streaming System

ITEM	DESCRIPTION	Quan
SYSTEM	11.5" x 11.5" x 3.65" 256 NVMe SSD i9-10900 WIN10PRO KYBD/MSE	1
STORAGE	1TB SSD	1
TS MONITOR	24" TOUCH SCREEN (1920 x 1080)	1
HW WARRANTY	3 YEAR DELL PROSUPPORT*	1
BU SOFT	32GB USB Flash Drive with Acronis Snap Deploy 4 Image	1
INPUTS 1-4	HD-SDI	1
MINI DIN CABLES	MINI-DIN 1.0 TO BNC ADAPTER CABLES 3'	4
OUTPUTS	HD/SD-SDI and HDMI	1
USB AUDIO	2 INPUT XLR/PHONE TO USB	1
NETWORK SWITCH	8-PORT Gb PoE	1
SOFTWARE	SWX / CG / DSK / ENC / STREAM / FILE BROWSER / PLAYLIST	1
GRAPHICS	ADOBE PHOTOSHOP / PREMIERE ELEMENTS	1
USB JOYSTICK	6 BUTTON HALL EFFECT WITH TWIST ZOOM	1
KEYBOARD	CUSTOM KEYBOARD WITH SHORTCUT KEYS	1
PTZ	RW 510-30x SDI / HDMI / NDI / PoE	3
WALL MOUNTS	RW-WMB (BLACK)	3
CAM CABLES	RG6 SDI RATED COAX / CAT6 - 125' TERMINATED	3

NOTES *Terms: 50% with Purchase Order with balance due prior to shipping.*

This configuration has four **(4) SDI inputs**. TRANSITIONS include multiple wipe designs, and EFFECTS include Picture-In-Picture choices, several "Double Box" layouts, and Chroma Key. Record in H.264 or MPEG-2 and output HDMI and SDI while simultaneously streaming through a network connection. NDI and URL inputs are also supported, as well as NDI output.

CUSTOMER SUPPORT

Annual System Assurance Plan (ASAP) *first year included* *renewable yearly* **\$1,192**

24/7 Email • Phone • Workstation Access • Software Version Upgrades & Enhancements

**Overnight Parts Replacement*
**Next Day On-Site Service as/if required*
Video I/O card warranty: 1 year



This Proposal is valid for 30 days.

MSRP	14,902
Installation & Training	3,200
Sales Tax	0
*Shipping & Handling	99
Travel Expenses	1,290
TOTAL	19,491

*UPS Ground

Retail Sales Agreement



AVI Systems Inc., 355 Inverness Drive South, Unit 355-A Englewood, CO, 80112 | Phone: (303)792-4800, Fax: (303)792-4801

Proposal Number: 1006632
Prepared For: Fort Lupton, City of
Attn: Mari Pena

Proposal Date: April 21, 2020
Council Chamber Audio Viisual Upgrades

Prepared By: Leah Weston
Phone: (913)577-1105
Email: leah.weston@avisystems.com

BILL TO

Attn: Mari Pena

Fort Lupton, City of
130 South McKinley Ave
Ft Lupton, CO, 80621
Phone: (303)720-8793
Email: mpena@fortluptonco.gov
Customer Number: COF006

SITE

Attn: Mari Pena

City of Fort Lupton
130 South McKinley Ave
Ft Lupton, CO, 80621
Phone: (720)466-6101
Email: mpena@fortluptonco.gov

COMMENTS

PRODUCTS AND SERVICES SUMMARY

See Phase 1, 2 and 3 details and pricing, including 1 year support, below.

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CASH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Signature

Printed Name

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY: This project is to upgrade the video recording and steaming capabilities in the City of Fort Lupton Town Meeting Room. The Town Meeting Room is an existing space used for City of Fort Lupton public meetings.

The Town Meeting Room is a large rectangular room with a panel area in the front of the room seating for 7 people. Additional tables are placed next to the panel with seating for 6. The back of the room is audience seating with rows of chairs.

A projector and screen are on the left side of the room when facing the front. There are (2) displays wallmounted on the right side of the room. Content from a laptop HDMI or VGA cable is duplicated on the screen and displays.

The existing camera is not user friendly to pan/tilt/zoom. This upgrade is to provide audio and visual technology upgrades and a platform for streaming and recording.

B. SYSTEM DESCRIPTION:

Owner Furnished Polycom Videoconference System Support Re-activation and 1 Year Support: \$ 2,352

Phase 1 – Cameras and Streaming System Upgrade:

Equipment and Integration: \$20,304
1 Year Support: \$ 1,421

- Functionality Description: Audio visual system to enable streaming content of town council meetings to the City of Fort Lupton website.
- Displays:
 - Existing displays to remain, no changes.
- Source Devices:
 - Existing sources to remain, no changes.
- Audio:
 - Existing audio to remain, no changes.
- Conferencing:
 - AVI Systems shall remove existing PTZ video camera on wall, and set aside for owner.
 - AVI Systems shall provide and install two (2) new PTZ video cameras at TBD locations – one to provide video of dais area, and other to provide video of podium at various locations as needed.
 - AVI Systems shall remove existing AJA HDMI to SDI converter, Leightronix recording system, Leightronix playout controller, and RF modulator from equipment rack, and set aside for owner.
 - AVI Systems shall provide and install one (1) new broadcast camera switcher/controller in existing equipment rack, to allow a technical user to switch between cameras in live council meetings for streaming with clean transitions and preset-based PTZ movement controls in iPad app. iPad device and WiFi network access shall both be owner-furnished and configured.
 - AVI Systems shall provide and install one (1) new live video streaming and recording system in equipment rack, with accompanying cloud recording and streaming connector service configuration – to allow a technical user to schedule council meetings and post links to City website for constituents to view live and previously recorded council meetings on demand.
- Switching:
 - Cameras shall be switched through the new broadcast switcher and streaming encoder, as noted above.
 - All other switching shall remain, no changes.
- Controls:
 - Technical users shall control the broadcast switcher via an iPad application as noted above.

- Technical users shall control the streaming and recording service via a web browser with Internet access as noted above.
- All other existing controls shall remain, no changes.
- Equipment Location:
 - TBD walls in Council Chamber, and existing equipment rack. Includes new managed POE network switch, to link all new equipment for control and streaming, with required content segmentation for best performance.

Phase 2 – Audio and Control Systems Upgrade:

Equipment and Integration \$34,837
1 Year Support \$ 2,439

- Functionality Description: Audio and control system to enable hearing of content and participants during town council meetings for City of Fort Lupton.
- Displays:
 - Existing displays to remain, no changes.
- Source Devices:
 - Existing sources to remain, no changes.
- Audio:
 - AVI Systems shall remove all existing wired and wireless microphones from Council Chamber, and set aside for owner.
 - AVI Systems shall provide and install seven (7) new gooseneck wired microphones in existing dais at same locations, and two (2) new gooseneck microphones in table in front of dais at same locations. All mics to be connected with unified network audio encoders at dais, for best performance. All wired mics shall include mute control button at base, to be configured as push-to-mute, push again to unmute.
 - AVI Systems shall provide and install four (4) new wireless tabletop short gooseneck microphones and two (2) new wireless handheld microphones, to be distributed in the Council Chamber as needed for Council meetings, Court, and other applications – support tables, podium, standing presenter, etc. Wireless mic system includes wall-mounted transceiver, drop-in recharging stations, and rechargeable batteries for all microphones.
 - AVI Systems shall provide and install one (1) new audio DSP in equipment rack, to manage all microphones, speakers, and program audio sources for the room. DSP shall also serve as the control system processor for the room.
 - AVI Systems shall remove existing in-ceiling speakers and amplifier in rack, and set all aside for owner.
 - AVI Systems shall provide and install eight (8) new in-ceiling speakers in room for best coverage at all volume levels.
 - AVI Systems shall provide and install one (1) new amplifier in rack, to power speakers. Speakers to be configured in 2 zones for correct voice lift in Council and Court applications, with speakers above dais and tables at lower output levels than speakers in gallery for public, to prevent audio feedback and other issues.
- Conferencing:
 - AVI Systems shall route one combined audio feed from DSP to broadcast camera switcher, to be time synchronized for encoding with camera feed.
- Switching:
 - All existing switching shall remain, no changes.
- Controls:
 - AVI Systems shall provide and install one (1) new 8" tabletop touch panel at table in front of Dais, to allow a user to operate the following functions of the system:
 - System ON/OFF
 - Room function: Council meeting, Court, Other
 - Program Source for Displays: Laptop Input, Camera 1, Camera 2
 - Audio controls:
 - Mic levels – individual
 - Mute all mics
 - Camera preset controls: Camera 1 presets 1-3, Camera 2 presets 1-3.

- Camera switching with preview and live (active) program tracks.
- All other existing controls to remain, no changes.
- Equipment Location:
 - Council Chamber dais and support tables, ceiling, and existing equipment rack.

Phase 3 – Display and Video Systems Upgrade:

Equipment and Integration \$33,859
1 Year Support \$ 2,370

- Functionality Description: Display and video system to enable viewing of content and participants during town council meetings for City of Fort Lupton.
- Displays:
 - AVI Systems shall remove all existing flat panel displays, projector, projection screen, and associated mounts, and set all side for owner.
 - AVI Systems shall provide and install one (1) new high brightness laser projector on ceiling, with one (1) new 113" high contrast motorized on-wall screen, to provide program video and local presentation content views for public gallery and Council seating as needed.
 - AVI Systems shall provide two (2) new 65" flat panel displays and one (1) new 75" flat panel display on new tilt wall mounts at TBD locations, to provide supplementary views of same content and local presentations for all seating positions.
- Source Devices:
 - AVI Systems shall remove all existing HDMI and VGA source wall plates, and set all aside for owner.
 - AVI Systems shall provide and install one (1) new HDMI w/ VGA source plate in Dais, and one (1) new HDMI w/ VGA source plate in table in front of Dais, for Council Members, Clerk, and Magistrates to connect laptop for local presentations as needed.
- Audio:
 - AVI Systems shall route new audio feed from presentation switcher (see "Switching below) to audio DSP, for best local program audio performance and synchronization for streaming encoding.
 - All other audio shall remain, no changes.
- Conferencing:
 - Existing conferencing shall remain, no changes.
- Switching:
 - AVI Systems shall remove existing TVOne video cross-converter, Kramer video switcher, and Atlona HDMI distribution from rack, and set all aside for owner.
 - AVI Systems shall provide and install one (1) new presentation switcher in rack, to manage all local program sources and display routing and extensions for the room.
 - All other existing switching shall remain, no changes.
- Controls:
 - AVI Systems shall modify existing 8" tabletop touch panel interface, to allow a user to operate the following additional functions of the system:
 - Program Source for Displays: Laptop Input, Camera 1, Camera 2
 - All other existing controls to remain, no changes.
- Equipment Location:
 - Council Chamber dais and Clerk table, multiple walls, ceiling, and existing equipment rack.

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair

- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment *AVI Systems not responsible for building related vibrations
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

- Power for all display, projector, and screen locations (if not already present).
- Backing for all displays 75" and larger.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration

effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.

- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

CUSTOMER CARE

CUSTOMER CARE SERVICES TO BE PROVIDED

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in Definitions, for covered Systems.

Customer Care Entitlement Matrix					
Entitlement	Definition	System Support	Unified Communications	Digital Media	Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included	Not Included	Included	Remote initiation within two (2) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included	Not Included	Included	Remote response within (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included	Not Included	Not Included	Onsite response within eight (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include consumables or obsolete equipment.	Included	Not Included	Included	Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included	Not Included	Included	
System Training	AVI Systems conducts user training to cover operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separate from this agreement.	Included	Not Included	Not Included	Remote user training, scheduled at least one (1) week in advance
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Included	Not Included	Not Included	Two (2) System Health Checks per year, each scheduled at least one (1) week in advance
Asset Management	AVI Systems tracks asset information for Systems.	Included	Not Included	Included	

CUSTOMER CARE DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Priority Support – Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Onsite Support - Service level response assumes client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client location is beyond 60 miles of an AVI Systems Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Loaner Equipment – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Best Effort – Means AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

Advanced Parts Replacement - Provides for recycling of equipment covered in a system or consumables with no additional fees. Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

CUSTOMER CARE - DIGITAL MEDIA

Remote Technical Support

- Help Desk phone number: 800-488-4954
- Help Desk email: dmsupport@avisystems.com

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was

intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

DIGITAL MEDIA TERMS

Coverage Dates – Unless otherwise stated, the service coverage start date for Digital Signage Support Services for new digital signage equipment will be the shipped date from the manufacturer and coverage will extend for the duration of time specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. The start date for Digital Signage Support Services purchased to cover existing equipment are established by the manufacturer and the coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement.

Digital Media Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>MSRP</u>	<u>Price</u>	<u>Extended</u>
Cameras & Streaming System						
PTC-140THW	DATAVIDEO	White 20x HDBaseT PTZ camera. HDBaseT receiver box and power supply included.	2	\$1,899.00	\$1,742.61	\$3,485.22
WM-1-W	DATAVIDEO	White version of a professional wall mount for PTC-140 and PTC-150 PTZ cameras.	2	\$99.00	\$90.85	\$181.70
SE-500MU	DATAVIDEO	4 input HDMI 1080p video switcher. Controlled by an iOS, or	1	\$1,099.00	\$1,008.24	\$1,008.24
SG350-10MP-K9-NA	CISCO	Cisco SG350-10MP 10-port Gigabit POE Managed Switch	1	\$792.00	\$549.74	\$549.74
CON-SNT-SG3501K9	CISCO	SNTC-8X5XNBD Cisco SG350-10P 10-port Gigabit POE Mana	1	\$38.00	\$38.00	\$38.00
CCP	WOWZA	ClearCaster Pro	1	\$3,995.00	\$3,995.00	\$3,995.00
WSCPLUS	WOWZA	WSC Live Event Package - Standard Plan Annual Fee	1	\$1,999.00	\$1,999.00	\$1,999.00
Sub-Total: Cameras & Streaming System						\$11,256.90
Cameras & Streaming Integration						
Includes Engineering, Project Management, Programming, Installation, Training, Travel and Misc Materials						
Sub-Total: Cameras & Streaming Integration						\$9,047.23
<u>Cameras & Streaming Total</u>						<u>\$20,304.13</u>

Audio & Control Upgrades

MX418D/S	SHURE	MICROPHONE	9	\$374.00	\$234.71	\$2,112.39
FG-112300-00	QSC	PROCESSOR,Q-SYS IO-8FLEX,	2	\$1,755.00	\$1,235.29	\$2,470.58
MXWAPT8=-Z10	SHURE	8-CH ACCESS POINT TRANSCEIVER	1	\$4,260.00	\$2,626.47	\$2,626.47
MXW8=-Z10	SHURE	DESKTOP BASE TRANSCEIVER	4	\$725.00	\$447.06	\$1,788.24
MX410LPDF/C	SHURE	10" GOOSENECK MICROPHONE, LESS PREAMP	4	\$265.00	\$173.24	\$692.96
MXW2/SM58=-Z10	SHURE	HH TRANSMITTER WITH SM58	2	\$716.25	\$441.47	\$882.94
SB901A	SHURE	LI-ION RECHARGEABLE BATTERY FOR MXW	9	\$37.00	\$22.35	\$201.15
MXWNCS8	SHURE	8-CH NETWORKED CHARGING STATION	1	\$2,220.00	\$1,369.12	\$1,369.12
MXWNCS4	SHURE	4-CH NETWORKED CHARGING STATION	1	\$1,723.00	\$1,061.76	\$1,061.76
FG-901367-00	QSC	DSP,PROCESSOR,Q-SYS CORE 110f-NA,100-240V	1	\$3,340.00	\$2,352.94	\$2,352.94
SL-DAN-16-P	QSC	Q-SYS Software-based Dante 16x16 Channel License, Perpetual	1	\$420.00	\$294.12	\$294.12
SL-001004-00	QSC	Q-SYS Core 110 Scripting Engine Software License, Perpetual	1	\$334.00	\$235.29	\$235.29
SL-001009-00	QSC	Q-SYS Core 110 UCI Deployment Software License, Perpetual	1	\$167.00	\$117.65	\$117.65
FG-117040-01	QSC	Q-SYS 8.0" TOUCH PANEL	1	\$1,500.00	\$1,058.82	\$1,058.82
FG-117041-01	QSC	Q-SYS 8.0" TABLETOP TOUCH MOUNT	1	\$300.00	\$235.29	\$235.29
AMP-X300	CRESTRON	X Series Amplifier	1	\$800.00	\$470.59	\$470.59
SAROS ICE6T-W-T-EACH	CRESTRON	Saros® Express 6.5" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples o	8	\$182.00	\$107.06	\$856.48

Sub-Total: Audio & Control Upgrades**\$18,826.79****Audio & Control Integration**

Includes Engineering, Project Management, Programming, Installation, Training, Travel and Misc Materials

Sub-Total: Audio & Control Integration**\$16,010.18****Audio & Control Total****\$34,836.97**

Display & Video Upgrades

NP-P525UL	NEC	WUXGA LCD, Laser Light Source, 20,000 hours light source life, 5200 Lumen Entry Installation Project	1	\$3,079.00	\$2,628.24	\$2,628.24
SYSAUW	CHIEF	SYSTEM SUSP CEILING PROJ 0-12" WHITE	1	\$446.00	\$314.82	\$314.82
37571LS	DA-LITE	CONTOUR 113D 60X96NPA HCMW	1	\$1,603.00	\$1,131.53	\$1,131.53
75UT640S0UA	LG	75IN LCD TV 3840X2160 UHD TAA MNTR SIMPLE EDITOR SMART WIFI HDMI 3YR	1	\$2,188.00	\$2,101.85	\$2,101.85
65UT640S0UA	LG	65IN LCD TV 3840X2160 UHD TAA MNTR SIMPLE EDITOR SMART WIFI HDMI 3YR	2	\$1,113.00	\$1,068.94	\$2,137.88
LTM1U	CHIEF	Micro-Adjust Tilt Wall Mount Large	3	\$315.00	\$222.35	\$667.05
AT-HDVS-200-TX-WP-BLK	ATLONA	(Tx Only Black) Two-Input Wall Plate Switcher for HDMI and VGA Sources (Black)	2	\$700.00	\$494.12	\$988.24
AT-UHD-CLSO-824	ATLONA	4K/UHD, 8x2 Multi-Format Matrix Switcher with Dual, HDBaseT and Mirrored HDMI Outputs	1	\$3,100.00	\$2,188.24	\$2,188.24
AT-UHD-CAT-4	ATLONA	4K/UHD 4-Output HDMI to HDBaseT Distribution Amplifier	1	\$1,450.00	\$1,023.53	\$1,023.53
AT-HDVS-200-RX	ATLONA	(Rx Only) HDBaseT Scaler with HDMI and Analog Audio Outputs	4	\$700.00	\$494.12	\$1,976.48

Sub-Total: Display & Video Upgrades**\$15,157.86****Display & Video Integration**

Includes Engineering, Project Management, Programming, Installation, Training, Travel and Misc Materials

Sub-Total: Display & Video Integration**\$18,701.37****Display & Video Integration Total****\$33,859.23**

**Poly Video Conf Support
Renewal**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>MSRP</u>	<u>Price</u>	<u>Extended</u>
4870-00408-802	POLYCOM	Service re-activation fee, HDX 7000 Series, SN:821310402E43PN	1	\$875.00	\$875.00	\$875.00
P1S13538	AVI SYSTEMS	HDX 7000 - AVI Pro Support Standard (8-5 M-F) SN:821310402E43PN (4/10/20-4/9/21)	1	\$1,477.00	\$1,477.00	\$1,477.00

**Polycom re-activation +
1 year maintenance Total**

\$2,352.00

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. Changes In The Scope of Work – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.

2. Ownership and Use of Documents and Electronic Data – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.

3. Proprietary Protection of Programs – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI' know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.

4. Shipping and Handling and Taxes – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.

5. Title – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.

6. Security Interest – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI

7. Risk of Loss or Damage – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

8. Receiving/Integration – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

9. Equipment Warranties – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

10. General Warranties – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

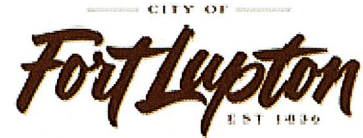
19. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

CITY OF FORT LUPTON CITY COUNCIL



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-185

APPROVE AMENDMENT 1 TO THE AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES FOR FORT LUPTON, COLORADO (OMI CONTRACT)

I. **Agenda Date:** Council Meeting – November 3, 2020

II. **Attachments:** a. Amendment 1

III. **Summary Statement:**

This is the 1st amendment to the contract between the City of Fort Lupton and OMI for Operations, Maintenance and Management of the Fort Lupton Water and Wastewater facilities. This amendment lays out the conditions for 2021.

IV. **Submitted by:** Jon Mays
Wastewater Plant Supervisor

V. **Finance Reviewed** _____
Finance Director

VI. **Approved for Presentation:** 
City Administrator

VII. **Attorney Reviewed** Approved Pending Approval

VIII. **Certification of Council Approval:** _____
City Clerk Date

IX. Detail of Issue/Request:

Staff is requesting approval of the 1st amendment to the Operations, Maintenance, and Management contract between OMI and the City of Fort Lupton. This amendment describes the conditions for the contract for 2021. Changes include a 1.67% increase and an increase in the rebateable budget for propane from \$20,000 to \$40,000.

X. Legal/Political Considerations:

XI. Alternatives/Options:

XII. Financial Considerations:

The costs of this amendment are included in the 2021 Utility fund budget.

XIII. Staff Recommendation:

Staff recommends approval of Amendment 1 and authorizing the Mayors signature on the amendment.

AMENDMENT NO. 1
to the
AGREEMENT
for
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES
for
FORT LUPTON, COLORADO

THIS AMENDMENT NO. 1 is made and entered into this ____ day of _____ 2020, by and between the Fort Lupton Utility Enterprise Board (hereinafter “Owner”), whose address for any formal notice is 130 S. McKinley Avenue, Fort Lupton, CO 80621 and Operations Management International, Inc. (hereinafter “OMI”), whose address for any formal notice is 9191 South Jamaica Street, Englewood, CO 80112.

NOW THEREFORE, the Owner and OMI hereby agree that the Agreement dated August 6, 2019 between Owner and OMI (the “Agreement”) shall be and is hereby amended and modified in the following manner for the period from January 1, 2021 through December 31, 2021:

1. Article 4.1 is hereby deleted in its entirety and replace with the following:
 - 4.1 Owner shall pay to OMI as compensation for Services performed under this Agreement a base fee of One Million One Hundred Nine Thousand Eight Hundred Ninety-Eight Dollars (\$1,109,898) for the period of January 1, 2021 through December 31, 2021 exclusive of rebateable budgets set forth in Article 4.4, 4.5, 4.6 and 4.7 (the “Rebateable Limits”). Subsequent years’ base fee shall be determined as hereinafter specified.
2. Article 4.5 is hereby deleted in its entirety and replace with the following:
 - 4.5 Owner shall pay as additional compensation to OMI for Other Utility Costs a fee of Forty Thousand Dollars (\$40,000) for the period set forth in Article 4.1 of this Agreement. Owner shall pay OMI for all Other Utilities Costs Fees in excess of the Other Utilities Costs Fee. OMI will rebate to the Owner the entire amount that is the difference between actual Other Utility Costs and the Other Utilities Cost Fee in any year of this Agreement.

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment. Both parties indicated their approval of this Agreement by their signatures below.

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**

**FORT LUPTON UTILITY
ENTERPRISE BOARD**

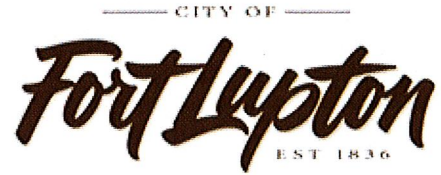
Authorized Signature:

Authorized Signature:

Name: Andrew Appleton
Title: Vice President
Date: _____

Name: Zo Steiber
Title: Mayor
Date: _____

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespino, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-186

**PURCHASE OF HVAC IONIZERS FOR AID IN AIR FILTRATION AND CLEANING USING CARES
ACT FEDERAL CORONAVIRUS RELIEF FUND MONEY IN THE AMOUNT OF \$54,370.00**

- I. **Agenda Date:** Council Meeting – November 3, 2020
- II. **Attachments:** a. Email from DOLA notifying me of update on CVRF allowable expenses.
b. Quote from Plains East Mechanical Services, LLC for HVAC upgrade
- III. **Summary Statement:**
- We are using some of the Coronavirus Relief Funds allocated to the City of Fort Lupton to purchase 3 HVAC ionizations systems; 1 for the City Hall, 1 for the Recreation Center and 1 for the Golf Course main building. These systems will help purify air as it circulated throughout these buildings.*

IV. **Submitted by:** 
Glenda G. Aretxuloeta, Assistant City Administrator

V. **Finance Reviewed** _____
Finance Director

VI. **Approved for Presentation:** _____
City Administrator

VII. **Attorney Reviewed** _____ Approved _____ Pending Approval

VIII. **Certification of Council Approval:** _____ Date

City Clerk

IX. Detail of Issue/Request:

The City is committed to ensuring the safety and health of our workforce and its citizens, this includes taking the appropriate steps to limit the spread of the novel coronavirus known as SARs-CoV-2 and the diseases it causes, COVID-19. On Friday September 4, 2020 we received an email notification from the Colorado Department of Local Affairs letting us know that there were several items added to the enhanced maintenance efforts section of allowable Cares Act Funds. These maintenance enhancements are directly tied to help mitigate the impacts of COVID-19 and are now eligible CVRF expenses, this included the upgrades to existing HVAC systems.

We looked into using HEPA filters on our units but found out that because of the age of our current HVAC systems we could not upgrade to HEPA filters as it would have overburdened the systems and caused damage to them. The other option was to install ionization systems to help purify the air in our buildings.

X. Legal/Political Considerations:

XI. Alternatives/Options:

There are no other alternative options to assist in filtering out our building's air, as HEPA Filters will not work on our current HVAC systems.

XII. Financial Considerations:

This is an unbudgeted purchase in the General Fund that will be offset with COVID / Cares Act grant funding.

XIII. Staff Recommendation:

Staff recommends purchasing the Ionization Systems for the City Hall Building, The Recreation Center Building, and the Golf Course Building. Coronavirus Relief Fund Cares Act money will be used to purchase these HVAC enhancements.

Plains East Mechanical Services, LLC

15601 County Road #49
La Salle, Colorado
80645

Quote

Date	Quote #
10/29/2020	146

Name / Address
Mark Brown City Of Ft Lupton 203 S. Harrison Ave. Fort Lupton, CO 80621 United States

Rep	Project

Description	Qty	Total
City of Ft. Lupton Recreation Center, Town Hall, Police, Courts and Golf Course - GPS air products install	1	7,326.00
Ft. Lupton City Hall/Police/Courts-Global Plasma Solutions Products	1	2,040.00
Labor		
Golf Course Club House-Global Plasma Solutions Products	1	2,442.00
Labor	1	680.00
Ft. Lupton Recreation Center-Global Plasma Solutions Products	1	35,482.00
Labor	1	6,400.00
All Equipment is Provided by Lohmiller and Company out of Denver Colorado		
Total		\$54,370.00

Glenda Aretxuloeta

From: La May - DOLA, Chris <chris.la.may@state.co.us>
Sent: Friday, September 4, 2020 1:08 PM
To: Glenda Aretxuloeta
Subject: Town Hall Retrofits Follow up

Follow Up Flag: Follow up
Flag Status: Flagged

Glenda,

The first paragraph is what was previously provided by the State guidance, the second paragraph has recently been added. So if you can make it work within these guidelines the costs could be eligible.

"As mentioned previously, capital improvement projects are not eligible for CRF; only temporary improvements are allowed. Funds may be used for the expenses associated with establishing temporary measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs. These costs include constructing temporary partitions. Costs incurred for capital improvements that have a useful life of greater than one year are not eligible.

Enhanced maintenance efforts that are directly tied to CDC or other public health agencies advice to mitigate the impacts of COVID-19 **are eligible**. These include the purchase of heat lamps, outdoor tents, HVAC upgrades or replacements, purchase of HEPA filters, new window fixtures, and removal of carpets. **Local governments must demonstrate the clear connection between the enhanced maintenance efforts and how it complies with public health guidelines.**"

--
Chris La May
Regional Manager - North Central Region



Division of Local Government
Department of Local Affairs
chris.la.may@state.co.us | C 970.679.7679
<https://www.colorado.gov/dola>

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespino, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-187

APPROVE CHANGES FOR EMPLOYEE BENEFIT PLANS- TOTAL COST OF \$1,077,473.56 PER YEAR

- I. **Agenda Date:** Council Meeting – November 3, 2020
- II. **Attachments:** a. GBS January 2021 Renewal City of Fort Lupton Comparison Benefits
- III. **Summary Statement:**

The following employee insurance benefits are currently on a policy year that runs from January 1st to December 31st. The various benefits up for renewal are

- Medical
- Health Reimbursement Arrangement (HRA)
- Vision
- Employee Assistance Program (EAP)
- Dental
- Flexible Spending Accounts
- COBRA Administration

The following benefits are up for renewal and we are recommending a change to a new carrier:

- Group life and accidental death and dismemberment (AD&D)
- Voluntary life and accidental death and dismemberment (AD&D)
- Group long-term disability (LTD)
- Voluntary short-term disability (STD)

Costs for these benefits have been included in the totals at the end.

IV. **Submitted by:** Amanda M. Rice
Amanda Rice, HR Coordinator

V. **Finance Reviewed** _____
Finance Director

VI. **Approved for Presentation:** [Signature]
City Administrator

VII. **Attorney Reviewed** _____ Approved _____ Pending Approval

VIII. **Certification of Council Approval:** _____ City Clerk _____ Date

IX. Detail of Issue/Request:**HUMANA – MEDICAL INSURANCE:**

The City received an increase from its current carrier, Humana. Because of that increase, GBS marketed the health benefits for us. After negotiating options, Humana has offered a 6% total increase. Staff is recommending that the City stay with Humana because costs savings realized by moving carriers are not significant. The disruption to employee benefits would be significant. In staying with the Humana, the medical benefits will remain the same.

The health plan represents the majority of the benefit costs for the City. Based on current enrollment, the total cost for the plan will be \$957,290.00 for 2021.

The premium cost share for the PPO plan:

	<u>City portion</u>	<u>Employee portion</u>
Employee only	85%	15%
Dependents	50%	50%

By tier, this is equivalent to the following:

	<u>City portion</u>	<u>Monthly cost</u>	<u>Employee portion</u>	<u>Monthly cost</u>
Employee only	85.00%	\$501.07	15.00%	\$ 88.44
Employee + spouse	67.94%	\$781.37	32.06%	\$368.76
Employee + child(ren)	68.98%	\$749.83	31.02%	\$337.22
Employee + family	62.52%	\$1,030.15	37.48%	\$617.52

The premium cost share for the HDHP/HSA plan is as follows:

	<u>City portion</u>	<u>Employee portion</u>
Employee only	85% + \$50	15% - \$50 discount
Dependents	50% + \$75	50% - \$75 discount

By tier, this is equivalent to the following:

	<u>City portion</u>	<u>Monthly cost</u>	<u>Employee portion</u>	<u>Monthly cost</u>
Employee only	93.91%	\$ 526.99	6.09%	\$34.18
Employee + spouse	74.79%	\$ 818.83	25.21%	\$276.02
Employee + child(ren)	76.23%	\$ 788.80	23.77%	\$246.00
Employee + family	67.30%	\$1,055.63	32.70%	\$512.84

In addition to the premium share, the City contributes \$100 per month to the employee's HSA and \$150 per month to the HSA if they are covering dependents. The cost share, inclusive of the HSA contribution, is

	<u>City portion</u>	<u>Employee portion</u>
Employee only	111.73%	
Employee + spouse	88.49%	11.51%
Employee + child(ren)	90.72%	9.28%
Employee + family	76.87%	23.13%

It is important to distinguish that HDHP/HSA plan participants often have higher out of pocket expenses, so they are not necessarily receiving a richer benefit than PPO plan participants.

HEALTH REIMBURSEMENT ARRANGEMENT – NATIONAL BENEFIT SERVICES (NBS):

NBS has not increased the rates for the administration of the plan. The administrative costs for the HRA plan have not changed. The cost will be \$3.05 per covered employee per month. Based on current enrollment, the total estimated cost for the plan will be \$3,220.80 for 2021. The benefits will remain the same.

HUMANA – VISION INSURANCE:

Humana has offered a rate pass for 2021. Based on current enrollment, the total estimated cost for the plan will be \$10,860.00 for 2021. There are no changes to the benefits for 2021.

HUMANA – EMPLOYEE ASSISTANCE PROGRAM:

There is no increase from Humana for the EAP rates. This benefit is available to all full-time and part-time employees. The cost is \$0.71 per employee per month. The total annual cost, based on current enrollment, is equivalent to \$749.76 per year. There are no changes to the benefits for 2021.

HUMANA – DENTAL INSURANCE:

Humana has offered a rate pass for 2021. Based on current enrollment, the total cost for the plan will be \$75,492.00 for 2021. There are no changes to the benefits for 2021.

FLEXIBLE SPENDING ACCOUNTS (FSA) – NATIONAL BENEFIT SERVICES (NBS):

NBS has not increased the rates for the administration of the plans. The administrative costs for the FSA plans have not changed. The cost will be \$3.05 per covered employee per month plus monthly and annual fees for the use of flexible spending account cards. Based on current enrollment, the total estimated cost for the plan will be \$1,098.00 for 2021. The benefits will remain the same.

COBRA ADMINISTRATION – GBS BENEFITS

There are no administrative costs for COBRA Administration, as this is handled as a value-added service by our employee benefits broker, GBS Benefits.

X. Legal/Political Considerations:

None.

XI. Alternatives/Options:

- 1. Approve the renewals for health, health reimbursement arrangement, vision, employee assistance program (EAP), dental, flexible spending accounts, and COBRA administration.*
- 2. Not approve the renewals for health, health reimbursement arrangement, vision, employee assistance program (EAP), dental, flexible spending accounts, and COBRA administration.*

XII. Financial Considerations: *The following is a summary of the financial impact changes for each Plan:*

	% increase	\$ Increase annual	Monthly cost	Annual cost
Medical	6.00%	\$54,200.00	\$79,774.00	\$957,290.00
HRA	0.00%	\$ 0.00	\$ 268.40	\$ 3,220.80
Vision	0.00%	\$ 0.00	\$ 905.00	\$ 10,860.00
EAP	0.00%	\$ 0.00	\$ 62.48	\$ 749.76
Dental	0.00%	\$ 0.00	\$ 6,291.00	\$ 75,492.00
FSA	0.00%	\$ 0.00	\$ 91.50	\$ 1,098.00
COBRA	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
Gr Life & ADD	-20.00%	\$ -3,591.00	\$ 1,197.00	\$ 14,364.00
V Life & ADD*	0.00%	\$ 0.00	\$ 0.00	\$ 0.00
Group LTD	-13.33%	\$ -2,215.00	\$ 1,200.00	\$ 14,399.00
Vol STD*	-30.4%	\$ 0.00	\$ 0.00	\$ 0.00
Total:		\$48,394.00	\$89,789.38	\$1,077,473.56

These costs changes are based on current enrolment and will change as head counts or participation increases or decreases.

**100% paid for by employee*

XIII. Staff Recommendation:

Staff recommends accepting renewals for current carriers for health, health reimbursement arrangement, vision, employee assistance program (EAP), dental, flexible spending accounts, and COBRA administration and switching companies for Ancillary Benefits (Life, AD&D, and Disability Benefits).



A Leavitt Group Company

January 2021 Renewal

City of Fort Lupton

Comparison of Benefits



Matt Evelyn

Vice President, Employee Benefits

matt.evelyn@gbsbenefits.com

(720) 864-1894

Kaye Pyle

Account Manager

kaye.pyle@gbsbenefits.com

(720) 864-1890

JH

City of Fort Lupton

Annual Renewal Summary

Plan		Current	Renewal	Option 1	Option 2	Option 3
Medical	Carrier	Humana	Humana	Humana	Humana	Anthem - Narrow Network
	Monthly	\$75,257	\$79,774	\$79,774	\$79,774	\$75,451
	Annual	\$903,089	\$957,290	\$957,290	\$957,290	\$905,408
Dental	Carrier	Humana	Humana	Humana	The Standard	The Standard
	Monthly	\$6,291	\$6,291	\$6,291	\$5,918	\$5,918
	Annual	\$75,490	\$75,490	\$75,490	\$71,012	\$71,012
Vision	Carrier	Humana	Humana	Humana	The Standard	The Standard
	Monthly	\$905	\$905	\$905	\$908	\$908
	Annual	\$10,862	\$10,862	\$10,862	\$10,900	\$10,900
Life	Carrier	One America	One America	The Standard	The Standard	The Standard
	Monthly	\$1,496	\$1,496	\$1,197	\$1,197	\$1,197
	Annual	\$17,955	\$17,955	\$14,364	\$14,364	\$14,364
LTD	Carrier	One America	One America	The Standard	The Standard	The Standard
	Monthly	\$1,385	\$1,385	\$1,200	\$1,200	\$1,200
	Annual	\$16,614	\$16,614	\$14,399	\$14,399	\$14,399
STD	Carrier	One America	One America	The Standard	The Standard	The Standard
	Monthly	\$1,110	\$1,110	\$773	\$773	\$773
	Annual	\$13,322	\$13,322	\$9,278	\$9,278	\$9,278
ANNUAL TOTAL		\$1,037,333	\$1,091,533	\$1,081,682	\$1,077,243	\$1,025,361
Increase from Current			\$54,200	\$44,350	\$39,910	-\$11,972
% Change from Current			5.22%	4.28%	3.85%	-1.15%

Comparison of Benefits
Medical



City of Fort Lupton

Medical Summary

Carrier	Option	Funding Type	Monthly Premium	Annual Premium	Annual Increase	Percent Increase
Humana	CURRENT	Fully Insured	\$75,257	\$903,089	--	--
	RENEWAL	Fully Insured	\$84,831	\$1,017,978	\$114,889	12.72%
	REVISED RENEWAL	Fully Insured	\$79,774	\$957,290	\$54,200	6.00%
Kaiser Permanente	QUOTE-1	Fully Insured	\$74,337	\$892,039	(\$11,050)	-1.22%
Anthem BCBS	QUOTE-2	Balanced Funding (Narrow)**	\$75,451	\$905,408	\$2,319	0.26%
	QUOTE-2	Balanced Funding (Full PPO)**	\$80,856	\$970,275	\$67,186	7.44%
		Balanced Funding (with \$50K Credit)	\$71,284	\$855,408	(\$47,681)	-5.28%
UnitedHealthcare	QUOTE-3	Fully Insured	\$87,115	\$1,045,381	\$142,292	15.76%
Simple Pay	QUOTE-4	Level Funded	\$101,094	\$1,213,131	\$310,041	34.33%

*Reminder: Fees will apply for HSA bank account vendors.

****Anthem offering a \$50,000 implementation credit. Credit not reflected in these numbers**

*Aetna DTQ

*Cigna DTQ

City of Fort Lupton
Medical Comparison

		Humana		Humana		Humana		Humana	
		NPOS 16 80% \$5,000		NPOS 16 100% \$5,000 HDHP		NPOS 16 80% \$5,000		NPOS 16 100% \$5,000 HDHP	
		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
	Deductible	\$5,000/\$10,000	\$15,000/\$30,000	\$5,000/\$10,000	\$15,000/\$30,000	\$5,000/\$10,000	\$15,000/\$30,000	\$5,000/\$10,000	\$15,000/\$30,000
	Out of Pocket Maximum	\$6,500/\$13,000	\$19,500/\$39,000	\$5,000/\$10,000	\$17,500/\$35,000	\$6,500/\$13,000	\$19,500/\$39,000	\$5,000/\$10,000	\$17,500/\$35,000
	Deductible Included in OOP Maximum	Yes		Yes		Yes		Yes	
	Ded / OOP Embedded	Yes		Yes		Yes		Yes	
Professional Services									
Office Visits	Primary Care Physicians	\$30	50% AD	0% AD	30% AD	\$30	50% AD	0% AD	30% AD
	Specialists	\$55	50% AD	0% AD	30% AD	\$55	50% AD	0% AD	30% AD
	Mental Health & Chemical Dependency	\$30	50% AD	0% AD	30% AD	\$30	50% AD	0% AD	30% AD
	Urgent Care	\$75	50% AD	0% AD	30% AD	\$75	50% AD	0% AD	30% AD
	Emergency Room	\$250	\$250	0% AD	0% AD	\$250	\$250	0% AD	0% AD
	Minor Lab / X-Ray	0%	50% AD	0% AD	30% AD	0%	50% AD	0% AD	30% AD
	Major Lab / X-Ray	20% AD	50% AD	0% AD	30% AD	20% AD	50% AD	0% AD	30% AD
	Hospital Outpatient Surgery	20% AD	50% AD	0% AD	30% AD	20% AD	50% AD	0% AD	30% AD
	Preventive Care	0%	50% AD	0%	30% AD	0%	50% AD	0%	30% AD
Inpatient Services									
	Inp Hospital / Physicians	20% AD	50% AD	0% AD	30% AD	20% AD	50% AD	0% AD	30% AD
	Inp Mental Health & Chemical Dependency	20% AD	50% AD	0% AD	30% AD	20% AD	50% AD	0% AD	30% AD
Additional Benefits									
	Chiropractic/Manipulations	\$55	50% AD	0% AD	30% AD	\$55	50% AD	0% AD	30% AD
	Routine Eye Exam	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered
Prescription Drugs (In-Network)									
Retail	Rx Deductible	None		Medical Deductible Applies		None		Medical Deductible Applies	
	Tier 1	\$10		0% AD		\$10		0% AD	
	Tier 2	\$40		0% AD		\$40		0% AD	
	Tier 3	\$70		0% AD		\$70		0% AD	
	Tier 4	25%		0% AD		25%		0% AD	
	Mail Order	2.5x Retail		0% AD		2.5x Retail		0% AD	
Monthly Rates		CURRENT		CURRENT		RENEWAL		RENEWAL	
		Fully Insured		Fully Insured		Fully Insured		Fully Insured	
Subs	Enrollment Tier	Subscribers	Premium Rate	Subscribers	Premium Rate	Subscribers	Premium Rate	Subscribers	Premium Rate
46	Employee	19	\$556.13	27	\$529.40	19	\$626.88	27	\$596.75
20	Employee + Spouse	9	\$1,085.01	11	\$1,032.86	9	\$1,223.04	11	\$1,164.25
8	Employee + Children	3	\$1,025.50	5	\$976.21	3	\$1,155.97	5	\$1,100.40
14	Family	8	\$1,554.38	6	\$1,479.67	8	\$1,752.13	6	\$1,667.91
88	TOTAL BY PLAN	39	\$35,843	49	\$39,414	39	\$40,403	49	\$44,428
COMBINED TOTAL		88	\$75,257	--	--	88	\$84,831	--	--
Percent of Increase		12.72%							

City of Fort Lupton
Medical Comparison

		Humana		Humana		Kaiser Permanente	Kaiser Permanente
		NPOS 16 80% \$5,000		NPOS 16 100% \$5,000 HDHP		DHMO 80% \$5,000	DMHO 100% \$5,000 HDHP
		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	In-Network
	Deductible	\$5,000/\$10,000	\$15,000/\$30,000	\$5,000/\$10,000	\$15,000/\$30,000	\$5,000/\$1,000	\$5,000/\$10,000
	Out of Pocket Maximum	\$6,500/\$13,000	\$19,500/\$39,000	\$5,000/\$10,000	\$17,500/\$35,000	\$6,350/\$12,700	\$5,000/\$10,000
	Deductible Included in OOP Maximum	Yes		Yes		Yes	Yes
	Ded / OOP Embedded	Yes		Yes		Yes	Yes
Professional Services							
Office Visits	Primary Care Physicians	\$30	50% AD	0% AD	30% AD	\$30	0% AD
	Specialists	\$55	50% AD	0% AD	30% AD	\$50	0% AD
	Mental Health & Chemical Dependency	\$30	50% AD	0% AD	30% AD	\$30	0% AD
	Urgent Care	\$75	50% AD	0% AD	30% AD	\$50	0% AD
	Emergency Room	\$250	\$250	0% AD	0% AD	\$250	0% AD
	Minor Lab / X-Ray	0%	50% AD	0% AD	30% AD	20% AD	0% AD
	Major Lab / X-Ray	20% AD	50% AD	0% AD	30% AD	20% AD	0% AD
	Hospital Outpatient Surgery	20% AD	50% AD	0% AD	30% AD	\$500	0% AD
	Preventive Care	0%	50% AD	0%	30% AD	0%	0%
Inpatient Services							
	Inp Hospital / Physicians	20% AD	50% AD	0% AD	30% AD	20% AD	0% AD
	Inp Mental Health & Chemical Dependency	20% AD	50% AD	0% AD	30% AD	20% AD	0% AD
Additional Benefits							
	Chiropractic/Manipulations	\$55	50% AD	0% AD	30% AD	\$30	0% AD
	Routine Eye Exam	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered
Prescription Drugs (In-Network)							
Retail	Rx Deductible	None		Medical Deductible Applies		None	Medical Deductible Applies
	Tier 1	\$10		0% AD		\$10	0% AD
	Tier 2	\$40		0% AD		\$40	0% AD
	Tier 3	\$70		0% AD		\$60	0% AD
	Tier 4	25%		0% AD		20% AD up to \$250	0% AD
	Mail Order	2.5x Retail		0% AD		2x Retail	0% AD
Monthly Rates		REVISED RENEWAL		REVISED RENEWAL		QUOTE-1	QUOTE-1
		Fully Insured		Fully Insured		Fully Insured	Fully Insured
<u>Subs</u>	<u>Enrollment Tier</u>	<u>Subscribers</u>	<u>Premium Rate</u>	<u>Subscribers</u>	<u>Premium Rate</u>	<u>Subscribers</u>	<u>Premium Rate</u>
46	Employee	19	\$589.51	27	\$561.17	19	\$563.11
20	Employee + Spouse	9	\$1,150.13	11	\$1,094.85	9	\$1,098.63
8	Employee + Children	3	\$1,087.05	5	\$1,034.80	3	\$1,038.37
14	Family	8	\$1,647.67	6	\$1,568.47	8	\$1,573.89
88	TOTAL BY PLAN	39	\$37,994	49	\$41,780	39	\$36,293
	COMBINED TOTAL	88	\$79,774	--	--	88	\$74,337
Percent of Increase		6.00%				-1.22%	

City of Fort Lupton
Medical Comparison

		Anthem BCBS		Anthem BCBS		Anthem BCBS		Anthem BCBS	
		PW EPO 28		HSA/HDHP 28E		PW PPO 28		HSA/HDHP 28E	
		In-Network		In-Network	Out of Network	In-Network	Out of Network	In-Network	Out of Network
	Deductible	\$5,000/\$10,000		\$6,350/\$12,700	\$10,000/\$20,000	\$5,000/\$10,000	\$15,000/\$30,000	\$6,350/\$12,700	\$10,000/\$20,000
	Out of Pocket Maximum	\$7,000/\$14,000		\$6,350/\$12,700	\$19,050/\$38,100	\$7,000/\$14,000	\$21,000/\$42,000	\$6,350/\$12,700	\$19,050/\$38,100
	Deductible Included in OOP Maximum	Yes		Yes		Yes		Yes	
	Ded / OOP Embedded	Yes		Yes		Yes		Yes	
Professional Services									
Office Visits	Primary Care Physicians	\$30		0% AD	50% AD	\$30	50% AD	0% AD	50% AD
	Specialists	\$60		0% AD	50% AD	\$60	50% AD	0% AD	50% AD
	Mental Health & Chemical Dependency	\$30		0% AD	50% AD	\$30	50% AD	0% AD	50% AD
	Urgent Care	\$60		0% AD	50% AD	\$60	50% AD	0% AD	50% AD
	Emergency Room	30% AD		0% AD		30% AD		0% AD	
	Minor Lab / X-Ray	30% AD		0% AD	50% AD	30% AD	50% AD	0% AD	50% AD
	Major Lab / X-Ray	30% AD		0% AD	50% AD	30% AD	50% AD	0% AD	50% AD
	Hospital Outpatient Surgery	30% AD		0% AD	50% AD	30% AD	50% AD	0% AD	50% AD
	Preventive Care	0%		0%	50% AD	0%	50% AD	0%	50% AD
Inpatient Services									
	Inp Hospital / Physicians	30% AD		0% AD	50% AD	30% AD	50% AD	0% AD	50% AD
	Inp Mental Health & Chemical Dependency	30% AD		0% AD	50% AD	30% AD	50% AD	0% AD	50% AD
Additional Benefits									
	Chiropractic/Manipulations	\$60		0% AD	50% AD	\$60	50% AD	0% AD	50% AD
	Routine Eye Exam	Not Covered		Not Covered		Not Covered		Not Covered	
Prescription Drugs (In-Network)									
Retail	Rx Deductible	None		Medical Deductible Applies		None		Medical Deductible Applies	
	Tier 1	\$15		0% AD		\$15		0% AD	
	Tier 2	\$50		0% AD		\$50		0% AD	
	Tier 3	\$75		0% AD		\$75		0% AD	
	Tier 4	30% to \$350		0% AD		30% to \$350		0% AD	
		QUOTE-2		QUOTE-2		QUOTE-2		QUOTE-2	
Monthly Rates		Balanced Funding		Balanced Funding		Balanced Funding		Balanced Funding	
Subs	Enrollment Tier	Subscribers	Premium Rate	Subscribers	Premium Rate	Subscribers	Premium Rate	Subscribers	Premium Rate
46	Employee	19	\$566.78	27	\$522.64	19	\$650.63	27	\$522.64
20	Employee + Spouse	9	\$1,105.22	11	\$1,019.14	9	\$1,268.72	11	\$1,019.14
8	Employee + Children	3	\$1,042.88	5	\$961.64	3	\$1,197.15	5	\$961.64
14	Family	8	\$1,586.99	6	\$1,463.38	8	\$1,821.76	6	\$1,463.38
88	TOTAL BY PLAN	39	\$36,540	49	\$38,910	39	\$41,946	49	\$38,910
COMBINED TOTAL		88	\$75,451	--	--	88	\$80,856	--	--
Percent of Increase		0.26%				7.44%			

City of Fort Lupton
Medical Comparison

		UnitedHealthcare		UnitedHealthcare		Simple Pay		
		Choice+ BA9S 80% \$5,000		Choice+ AGG5 100% \$5,000 HDHP		79%		
		In-Network	Out-of-Network	In-Network	Out-of-Network	Tier 1	Tier 2	Tier 3
	Deductible	\$5,000/\$1,000	\$10,000/\$30,000	\$5,000/\$10,000	\$10,000/\$20,000	None		
	Out of Pocket Maximum	\$6,250/\$12,500	\$30,000/\$60,000	\$6,000/\$12,000	\$20,000/\$40,000	\$6,200/\$12,400		
	Deductible Included in OOP Maximum	Yes		Yes		Yes		
	Ded / OOP Embedded	Yes		Yes		Yes		
Professional Services								
Office Visits	Primary Care Physicians	\$30	50% AD	0% AD	50% AD	\$30	\$40	\$65
	Specialists	\$60	50% AD	0% AD	50% AD	\$60	\$80	\$135
	Mental Health & Chemical Dependency	\$30	50% AD	0% AD	50% AD	N/A	N/A	N/A
	Urgent Care	\$30	50% AD	0% AD	50% AD	\$60	\$80	\$135
	Emergency Room	20% AD	20% AD	0% AD	0% AD	\$550	\$550	\$550
	Minor Lab / X-Ray	20% AD	50% AD	0% AD	50% AD	\$20 - \$85	\$25 - \$115	\$45 - \$190
	Major Lab / X-Ray	20% AD	50% AD	0% AD	50% AD	\$300	\$400	\$665
	Hospital Outpatient Surgery	20% AD	50% AD	0% AD	50% AD	\$970	\$1,300	\$2,160
	Preventive Care	0%	50% AD	0%	50% AD	0%	0%	0%
Inpatient Services								
	Inp Hospital / Physicians	20% AD	50% AD	0% AD	50% AD	\$3,000	\$3,985	\$6,200
	Inp Mental Health & Chemical Dependency	20% AD	50% AD	0% AD	50% AD	N/A	N/A	N/A
Additional Benefits								
	Chiropractic/Manipulations	\$30	50% AD	0% AD	50% AD	N/A	N/A	N/A
	Routine Eye Exam	0%	50% AD	0%	50% AD	N/A	N/A	N/A
Prescription Drugs (In-Network)								
Retail	Rx Deductible	None		Medical Deductible Applies		None	None	None
	Tier 1	\$10		\$10 AD		\$5	\$10	\$20
	Tier 2	\$35		\$35 AD		\$45	\$55	\$95
	Tier 3	\$60		\$60 AD		\$70	\$85	\$140
	Tier 4	N/A		N/A		\$95	\$95	\$95
Monthly Rates		QUOTE-3		QUOTE-3		QUOTE-4		
		Fully Insured		Fully Insured		Level Funded		
Subs	Enrollment Tier	Subscribers	Premium Rate	Subscribers	Premium Rate	Subscribers	Premium Rate	
46	Employee	19	\$642.66	27	\$532.21	46	\$749.69	
20	Employee + Spouse	9	\$1,413.85	11	\$1,170.86	20	\$1,396.90	
8	Employee + Children	3	\$1,156.79	5	\$957.98	8	\$1,247.50	
14	Family	8	\$2,056.51	6	\$1,703.07	14	\$2,049.32	
88	TOTAL BY PLAN	39	\$44,858	49	\$42,257	88	\$101,094	
COMBINED TOTAL		88	\$87,115	--	--	88	\$101,094	
Percent of Increase		15.76%				34.33%		

Comparison of Benefits
Dental



City of Fort Lupton

Dental Summary

Carrier	Plan	Monthly Premium	Annual Premium	Annual Increase	Percent of Increase
Humana	CURRENT	\$6,291	\$75,490	–	–
	RENEWAL	\$6,977	\$83,720	\$8,230	10.90%
	REVISED RENEWAL	\$6,291	\$75,490	\$0	0.00%
Standard		\$5,918	\$71,012	-\$4,478	-5.93%
Principal		\$6,364	\$76,371	\$882	1.17%
Ameritas	12 Months	\$6,111	\$73,338	-\$2,152	-2.85%
	24 Months	\$6,417	\$77,007	\$1,517	2.01%
Delta Dental	12 Months	\$6,077	\$72,921	-\$2,569	-3.40%
	24 Months	\$6,365	\$76,378	\$888	1.18%
Guardian		\$6,128	\$73,536	-\$1,954	-2.59%

*Cigna DTQ

City of Fort Lupton

Dental Comparison

		Humana			Standard		Principal	
		Preferred 14						
		In-Network	Out-of-Network		In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible		\$50/\$150		\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	
Annual Maximum		\$1,500		\$1,500	\$1,500	\$1,500	\$1,500	
Deductible Waived for Preventive		Yes		Yes	Yes	Yes	Yes	
Preventive / Diagnostic		100%		100%	100%	100%	100%	
Basic		80%		80%	80%	80%	80%	
Major		50%		50%	50%	50%	50%	
Oral Surgery		80%		80%	80%	80%	80%	
Periodontics		80%		80%	80%	80%	80%	
Endodontics		80%		80%	80%	80%	80%	
Implants		50%		50%	50%	50%	50%	
Orthodontics								
Deductible		None			None	None	None	
Lifetime Maximum		\$1,500			\$1,500	\$1,500	\$1,500	
Child (under 19)		50%			50%	50%	50%	
Adult		Not Covered			Not Covered	Not Covered	Not Covered	
Waiting Periods								
Preventive		None			None	None	None	
Basic		None			None	None	None	
Major		None			None	None	None	
Orthodontics		None			None	None	None	
UCR Percentile		90%			90%	90%	90%	
Number of National Providers		227,361			460,567	500,000+		
Provider Directory Website		www.humanadental.com			www.standard.com	www.principal.com/dentist		
Administrative Fees		None			None	None		
Voluntary / Employer Paid		Employer Paid			Employer Paid	Employer Paid		
Participation Requirements		75%			60%	50%		
Rate Guarantee		1 Year			2 Years	1 Year		
Monthly Rates		CURRENT	RENEWAL	REVISED				
45	Employee	\$33.39	\$37.03	\$33.39	\$31.41	\$34.49		
24	Employee + Spouse	\$66.78	\$74.06	\$66.78	\$62.82	\$68.84		
9	Employee + Children	\$94.39	\$104.68	\$94.39	\$88.79	\$89.72		
18	Family	\$129.78	\$143.93	\$129.78	\$122.08	\$130.70		
96	TOTAL	\$6,291	\$6,977	\$6,291	\$5,918	\$6,364		
Percent of Increase			10.90%	0.00%	-5.93%	1.17%		

City of Fort Lupton

Dental Comparison

	Ameritas		Delta Dental - PPO			Guardian	
						Plan #1	
	In-Network	Out-of-Network	PPO	Premier	Out-of-Network	In-Network	Out-of-Network
Deductible	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150
Annual Maximum	\$1,500		\$1,500			\$1,500	
Deductible Waived for Preventive	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Preventive / Diagnostic	100%	100%	100%	100%	100%	100%	100%
Basic	80%	80%	80%	80%	80%	80%	80%
Major	50%	50%	50%	50%	50%	50%	50%
Oral Surgery	80%	80%	80%	80%	80%	80%	80%
Periodontics	80%	80%	80%	80%	80%	80%	80%
Endodontics	80%	80%	80%	80%	80%	80%	80%
Implants	50%	50%	50%	50%	50%	50%	50%
Orthodontics							
Deductible	None		None			None	
Lifetime Maximum	\$1,500		\$1,500			\$1,000	
Child (under 19)	50%	50%	50%	50%	50%	50%	50%
Adult	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered
Waiting Periods							
Preventive	None		None			None	
Basic	None		None			None	
Major	None		None			None	
Orthodontics	None		None			None	
UCR Percentile	90%		90%			90%	
Number of National Providers	460,558		386,547			370,000+	
Provider Directory Website	www.ameritasgroup.com		www.deltadentalins.com			www.guardianlife.com	
Administrative Fees	None		None			None	
Voluntary / Employer Paid	Employer Paid		Employer Paid			Employer Paid	
Participation Requirements	100%		75%			87%	
Rate Guarantee	12 or 24 Months		12 or 24 Months			1 Year	
Monthly Rates	12 Months	24 Months	12 Months	24 Months			
45 Employee	\$32.44	\$34.06	\$32.25	\$33.78		\$33.35	
24 Employee + Spouse	\$64.88	\$68.12	\$64.51	\$67.57		\$67.71	
9 Employee + Children	\$91.76	\$96.31	\$91.18	\$95.50		\$83.18	
18 Family	\$126.04	\$132.38	\$125.37	\$131.31		\$125.20	
96 TOTAL	\$6,111	\$6,417	\$6,077	\$6,365		\$6,128	
Percent of Increase	-2.85%	2.01%	-3.40%	1.18%		-2.59%	

Comparison of Benefits
Vision



City of Fort Lupton
Vision Comparison

	Humana Vision 130			The Standard - EyeMed		Principal		Ameritas - EyeMed		Guardian - VSP	
	In-Network	Out-of-Network		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Eye Examination	\$10 Copay	up to \$30		\$10 Copay	up to \$35	\$10 Copay	up to \$45	\$10 Copay	up to \$35	\$10 Copay	up to \$39
Standard Plastic Lenses											
Single Vision	\$15 Copay	up to \$24		\$20 Copay	up to \$25	\$10 Copay	up to \$30	\$20 Copay	up to \$25	\$15 Copay	up to \$23
Bifocal	\$15 Copay	up to \$40		\$20 Copay	up to \$40	\$10 Copay	up to \$50	\$20 Copay	up to \$40	\$15 Copay	up to \$37
Trifocal	\$15 Copay	up to \$60		\$20 Copay	up to \$55	\$10 Copay	up to \$65	\$20 Copay	up to \$55	\$15 Copay	up to \$49
Frames*	up to \$130 then 20% off	up to \$65		up to \$130 then 20% off	up to \$45	up to \$130 then 20% off	up to \$70	up to \$130 then 20% off	up to \$45	up to \$130 then 20% off	up to \$46
Contact Lenses*											
Conventional	up to \$130 then 15% off	up to \$104		up to \$130 then 15% off	up to \$100	up to \$130	up to \$105	up to \$130 then 15% off	up to \$100	up to \$130 then 15% off	up to \$100
Disposable	up to \$130	up to \$104		up to \$130	up to \$100	up to \$130	up to \$105	up to \$130	up to \$100	up to \$130	up to \$100
Medically Necessary	Covered in Full	up to \$200		Covered in Full	up to \$200	Covered in Full	up to \$210	Covered in Full	up to \$200	Covered in Full	up to \$210
*Either Frames -or- Contact Lenses											
Retail Chains											
Costco	Included			Not Included		Included		Not Included		Included	
Sam's/Walmart	Not Included			Not Included		Included		Not Included		Included	
Target	Included			Included		Not Included		Included		Not Included	
Visionworks	Not Included			Not Included		Included		Not Included		Included	
Frequency											
Exams	12 Months			12 Months		12 Months		12 Months		12 Months	
Lenses	12 Months			12 Months		12 Months		12 Months		12 Months	
Frames	24 Months			24 Months		24 Months		24 Months		24 Months	
Contacts	12 Months			12 Months		12 Months		12 Months		12 Months	
Voluntary / Employer Paid	Employer Paid			Employer Paid		Employer Paid		Employer Paid		Voluntary	
Participation Requirements	75%			60%		50%		100%		89%	
Rate Guarantee	1 Year			2 Years		1 Year		2 Years		2 Years	
Monthly Rates	CURRENT	RENEWAL	REVISED								
46 Employee	\$5.42	\$5.75	\$5.42	\$5.42		\$7.32		\$5.32		\$8.77	
24 Employee + Spouse	\$10.84	\$11.49	\$10.84	\$10.89		\$14.73		\$10.64		\$14.77	
7 Employee + Children	\$10.30	\$10.92	\$10.30	\$10.35		\$15.68		\$10.12		\$15.06	
20 Family	\$16.18	\$17.16	\$16.18	\$16.26		\$24.77		\$15.88		\$23.83	
97 TOTAL	\$905	\$960	\$905	\$908		\$1,295		\$889		\$1,340	
Percent of Increase		6.05%	0.00%	0.35%		43.11%		-1.84%		48.03%	

Life, AD&D, and Dependent Life

Comparison of Benefits



City of Fort Lupton Ancillary Summary

Carrier	Basic Life	Long-Term Disability	Short-Term Disability	Annual Premium	Annual Increase	Percent Increase
One America: Current	\$17,955	\$16,614	\$13,322	\$47,891	--	--
One America: Renewal	\$17,955	\$16,614	\$13,322	\$47,891	\$0	0.00%
Mutual of Omaha	\$15,561	\$13,845	\$11,419	\$40,825	(\$7,066)	-14.75%
The Standard	\$14,364	\$14,399	\$9,278	\$38,041	(\$9,851)	-20.57%
Principal	\$18,554	\$18,829	\$8,327	\$45,709	(\$2,182)	-4.56%
Hartford	\$16,758	\$22,152	\$8,802	\$47,712	(\$179)	-0.37%
Guardian	\$20,828	\$18,275	\$11,895	\$50,998	\$3,107	6.49%

Declined to Quote:

Sun Life

Met Life

Lincoln

Reliance Standard

City of Fort Lupton

Basic Life, AD&D and Dependent Life Comparison

		One America	One America	Mutual of Omaha	The Standard	Principal	Hartford	Guardian
Eligibility	All Full-Time	X	X	X	X	X	X	X
	All Full-Time Who Elect Management							
Number of Eligible Employees		93	93	93	93	93	93	93
Covered Payroll		\$9,975,000	\$9,975,000	\$9,975,000	\$9,975,000	\$9,975,000	\$9,975,000	\$9,975,000
Rate Guarantee		12/31/2020	2 Years	3 Years	3 Years	2 Years	2 Years	2 Years
Benefit								
Life Insurance		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
AD&D Insurance		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Conversion		Included	Included	Included	Included	Included	Included	Included
Portability		Not Included	Not Included	Not Included	Included	Not Included	Included	Included
Monthly Rates		CURRENT	RENEWAL					
Basic Life (per \$1,000)		\$0.130	\$0.130	\$0.110	\$0.100	\$0.122	\$0.110	\$0.154
AD&D (per \$1,000)		\$0.020	\$0.020	\$0.020	\$0.020	\$0.033	\$0.030	\$0.020
MONTHLY TOTAL		\$1,496	\$1,496	\$1,297	\$1,197	\$1,546	\$1,397	\$1,736
ANNUAL TOTAL		\$17,955	\$17,955	\$15,561	\$14,364	\$18,554	\$16,758	\$20,828
Percent of Increase			0.0%	-13.3%	-20.0%	3.3%	-6.7%	16.0%

*Sun Life DTQ All Lines

City of Fort Lupton
Supplemental Life

	One America		Mutual of Omaha		The Standard		Principal		Hartford		Guardian	
Employee Benefit	5x Salary		5x Salary						5x Salary			
Increments	\$1,000		\$1,000		\$10,000		\$10,000		\$1,000		\$10,000	
Minimum Benefit	\$10,000		\$1,000		\$10,000		\$10,000		\$10,000		\$10,000	
Maximum Benefit	\$500,000		\$500,000		\$500,000		\$500,000		\$500,000		\$500,000	
Spouse Benefit	100% of EE		100% of EE				100% of EE		100% of EE		100% of EE	
Increments	\$500		\$500		\$5,000		\$5,000		\$5,000		\$5,000	
Minimum Benefit	\$10,000		\$10,000		\$50,000		\$50,000		\$25,000		\$5,000	
Maximum Benefit	\$250,000		\$250,000		\$250,000		\$150,000		\$250,000		\$250,000	
Child Benefit												
Increments	\$10,000		\$2,000		\$10,000		\$10,000		\$10,000		\$10,000	
Maximum Benefit												
-Birth to 14 days	\$1,000		\$10,000		\$10,000		\$1,000		\$10,000		\$1,000	
-14 days to 6 mths	\$1,000		\$10,000		\$10,000		\$10,000		\$10,000		\$10,000	
-6 mths to 19 yrs	\$10,000		\$10,000		\$10,000		\$10,000		\$10,000		\$10,000	
Guarantee Issue												
Employee	\$100,000		\$100,000		\$100,000		\$150,000		\$100,000		\$100,000	
Spouse	\$25,000		\$25,000		\$25,000		\$30,000		\$25,000		\$25,000	
Additional Benefits												
Waiver of Premium	Included, 6 Mo		Included, 9 Mo		Included		Included		Included, 6 Mo		Included	
Conversion	Included		Included		Included		Included		Included		Included	
Portability	Included		Included		Included		Included		Included		Included	
Participation Required	25%		37%		20%		20%		41%		36%	
Rate Guarantee	2 Years		3 Years		3 Years		2 Years		2 Years		2 Years	
Rates Per \$1,000	CURRENT/RENEWAL											
	Employee	Spouse	Employee	Spouse	Employee	Spouse	Employee	Spouse	Employee	Spouse	Employee	Spouse
<25	\$0.090	\$0.090	\$0.070	\$0.070	\$0.090	\$0.090	\$0.102	\$0.102	\$0.090	\$0.090	\$0.067	\$0.067
25-29	\$0.090	\$0.090	\$0.070	\$0.070	\$0.090	\$0.090	\$0.102	\$0.102	\$0.090	\$0.090	\$0.067	\$0.067
30-34	\$0.100	\$0.100	\$0.080	\$0.080	\$0.100	\$0.100	\$0.112	\$0.112	\$0.100	\$0.100	\$0.071	\$0.071
35-39	\$0.120	\$0.120	\$0.090	\$0.090	\$0.120	\$0.120	\$0.132	\$0.132	\$0.120	\$0.120	\$0.095	\$0.095
40-44	\$0.180	\$0.180	\$0.140	\$0.140	\$0.180	\$0.180	\$0.192	\$0.192	\$0.180	\$0.180	\$0.136	\$0.136
45-49	\$0.290	\$0.290	\$0.240	\$0.240	\$0.290	\$0.290	\$0.302	\$0.302	\$0.290	\$0.290	\$0.219	\$0.219
50-54	\$0.450	\$0.450	\$0.400	\$0.400	\$0.450	\$0.450	\$0.462	\$0.462	\$0.450	\$0.450	\$0.363	\$0.363
55-59	\$0.720	\$0.720	\$0.630	\$0.630	\$0.720	\$0.720	\$0.732	\$0.732	\$0.720	\$0.720	\$0.581	\$0.581
60-64	\$0.840	\$0.840	\$0.980	\$0.980	\$0.840	\$0.840	\$0.852	\$0.852	\$0.840	\$0.840	\$0.908	\$0.908
65-69	\$1.600	\$1.600	\$1.770	\$1.770	\$1.600	\$1.600	\$1.612	\$1.612	\$1.600	\$1.600	\$1.842	\$1.842
70-74	\$2.630	-	\$3.160	-	\$2.630	\$2.630	\$2.642	\$2.642	\$2.630	\$1.600	\$3.478	\$3.478
75-79	\$8.680	-	\$5.210	-	\$2.630	\$2.630	\$2.642	\$2.642	\$8.680	\$1.600	\$3.478	\$3.478
80+	\$8.680	-	\$10.550	-	\$2.630	\$2.630	\$2.642	\$2.642	\$8.680	\$1.600	\$3.478	\$3.478
Dependent Rates	\$2.00 per \$10,000 (FAM)		\$0.110		\$0.200		\$2.00 per \$10,000 (FAM)		\$1.090		\$0.134	
Voluntary AD&D												
Employee	\$0.045		\$0.040		\$0.045		\$0.033		\$0.045		\$0.029	
Spouse	\$0.045		\$0.040		\$0.045		\$0.033		\$0.045		\$0.029	
Child	\$0.040		\$0.040		\$0.040		-		\$0.580		\$0.029	

Comparison of Benefits
Disability



City of Fort Lupton
Long Term Disability

		One America	One America	Mutual of Omaha	The Standard	Principal	Hartford	Guardian
Eligibility	All Full-Time All Full-Time Who Elect Management	X	X	X	X	X	X	X
Number of Eligible Employees	103	103	103	103	103	103	103	103
Monthly Covered Payroll	\$461,500	\$461,500	\$461,500	\$461,500	\$461,500	\$461,500	\$461,500	\$461,500
Benefit								
Elimination Period	90 Days	90 Days	90 Days	90 Days	90 Days	180 Days	90 Days	90 Days
Benefit Percentage	60%	60%	60%	60%	60%	60%	60%	60%
Maximum Monthly Benefit	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Tax Free Benefit	No	No	No	No	No	No	No	No
Duration of Benefit	SSFRA	SSFRA	SSFRA	SSFRA	SSFRA	5 Years	SSNRA	SSNRA
Definition of Disability	3 Years Own Occupation	3 Years Own Occupation	2 Years Own Occupation	3 Years Own Occupation	2 Years Own Occupation	2 Years Own Occupation	2 Years Own Occupation	2 Years Own Occupation
Employer Contribution	100%	100%	100%	100%	100%	100%	100%	100%
Participation Required	100%	100%	100%	100%	100%	100%	100%	100%
Rate Guarantee	12/31/2020	2 Years	2 Years	3 Years	2 Years	2 Years	2 Years	2 Years
Rates		CURRENT	RENEWAL					
Per \$100 of Covered Payroll	\$0.300	\$0.300	\$0.250	\$0.260	\$0.340	\$0.400	\$0.330	
MONTHLY TOTAL	\$1,385	\$1,385	\$1,154	\$1,200	\$1,569	\$1,846	\$1,522.95	
ANNUAL TOTAL	\$16,614	\$16,614	\$13,845	\$14,399	\$18,829	\$22,152	\$18,275.40	
Percent of Increase		0.0%	-16.7%	-13.3%	13.3%	33.3%	10.0%	

City of Fort Lupton
Short Term Disability

		One America	One America	Mutual of Omaha	The Standard	Principal	Hartford	Guardian
Eligibility	All Full-Time	X	X	X	X	X	X	X
	> All Full-Time Who Elect Management							
Number of Eligible Employees		103	103	103	103	103	103	103
Covered Volume		\$19,825	\$19,825	\$19,825	\$19,825	\$19,825	\$19,825	\$19,825
Benefit								
Elimination Period								
Injury		7 Days	7 Days	7 Days	7 Days	7 Days	7 Days	7 Days
Illness		7 Days	7 Days	7 Days	7 Days	7 Days	7 Days	7 Days
Benefit Percentage		60%	60%	60%	60%	60%	60%	60%
Weekly Benefit		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Duration of Benefits		12 Weeks	12 Weeks	12 Weeks	12 Weeks	12 Weeks	12 Weeks	12 Weeks
Definition of Disability		Own Occupation	Own Occupation	Own Occupation	Own Occupation	Own Occupation	Own Occupation	Own Occupation
Rate Guarantee		12/31/2020	2 Years	2 Years	3 Years	2 Years	2 Years	2 Years
Rates		CURRENT	RENEWAL					
per \$10 of Weekly Benefit		\$0.560	\$0.560	\$0.480	\$0.390	\$0.350	\$0.370	\$0.500
MONTHLY TOTAL		\$1,110	\$1,110	\$952	\$773	\$694	\$733.53	\$991.25
ANNUAL TOTAL		\$13,322	\$13,322	\$11,419	\$9,278	\$8,327	\$8,802.30	\$11,895.00
Percent of Increase			0.0%	-14.3%	-30.4%	-37.5%	-33.9%	-10.7%

Comparison of Benefits

Flexible Spending Account



City of Fort Lupton

Flexible Spending Account Comparison

	National Benefit Service	
	CURRENT	RENEWAL
Monthly Participant Fee	\$3.05 PEPM (\$50 Minimum)	\$3.05 PEPM (\$50 Minimum)
Card Option	\$18/yr/Participant	\$18/yr/Participant
New Plan Document	Included (\$150 Form 5500, if required)	Included (\$150 Form 5500, if required)
Monthly Billing Charge	None	None
Annual Renewal Fee	None	None

Health Reimbursement Account

Comparison of Benefits



City of Fort Lupton

Health Reimbursement Account Comparison

	National Benefit Service	
	CURRENT	RENEWAL
Monthly Participant Fee	\$3.05 PEPM (\$50 Minimum)	\$3.05 PEPM (\$50 Minimum)
Card Option	\$18/yr/Participant	\$18/yr/Participant
New Plan Document	Included (\$150 Form 5500, if required)	Included (\$150 Form 5500, if required)
Monthly Billing Charge	None	None
Annual Renewal Fee	None	None

Comparison of Benefits
EAP



City of Fort Lupton

Employee Assistance Program Comparison

	Humana	Humana
In-Person EAP Sessions	6 Sessions	6 Sessions
Worksite Services	Included	Included
Financial Counseling	Included	Included
Legal Counseling	Included	Included
Crisis Services	Included	Included
Rate Guarantee	12/31/2020	1 Year
Monthly Rates	CURRENT	RENEWAL
Per Employee	\$0.71	

Comparison of Benefits

Additional Benefits



City of Fort Lupton

Nice Healthcare

What is Nice?	A primary care clinic that brings medical visits, labs, imaging, and pharmacy into the home at a fraction of the cost of traditional in-network clinics. Nice compliments existing benefits & insurance plans of all types.
How does it work?	Patients start with chat or video which includes diagnosis, prescriptions, referrals, and wellness. If needed, we will travel to you at work, at home, or wherever you are for labs, x-rays, physical tests, and more.
When can I use it?	Online: - Monday - Friday: 8am to 6pm (MST) - Saturday - Sunday: 8am to 11am (MST) At Home: - Monday - Friday: 9am to 5pm (Local Time)
Nice Return Program	Protects employees against COVID-19 at work. A combination of online assessments and live consultations with a Nice Healthcare provider gives employees confidence to enter the workplace. Includes Daily Health Screenings, Test Referrals, Provider Follow-up, and Employee Education
Minimum Enrollees	2+ employees enrolled, but Nice will bill for a minimum of 5 employees.
New 1/1/2021 - Pharmacy	Nice is introducing a Rx formulary as part of our core offering in UT. Over 100+ prescriptions will be available to Nice members for acute and chronic conditions at no out of pocket cost to the member. Members will be able to pick these prescriptions from almost any pharmacy in UT. This will be included in our \$30 PEPM - no additional fee to the employer.
New 1/1/2021 - Physical Therapy	We are offering virtual Physical Therapy services (PT) to our Nice members in UT effective 1/1/21. This includes services for various musculoskeletal conditions as well as chronic and acute pain. This will also be included in our \$30 PEPM core offering - no additional fee to the employer or member.
How much does Nice Healthcare Cost?	
Monthly Rate (includes Nice Return)	\$30 PEPM and includes all in household
Copayment for visits	\$0 Copay
Nice Return Program (Stand-alone)	\$6 PEPM

GBS Compliance





Step 3: Determine What Will Be Offered

A large employer under Affordable Care Act (ACA) should confirm at least one of its plans meets **Minimum Value (MV)** and **Affordability** prior to the beginning of each plan year. Please confirm, then return the Step 3 final checklist to your GBS broker. For more information or assistance on this step, contact carmen.saxon@gbsbenefits.com.

Confirm Minimum Value

A plan meets minimum value (MV) if the plan pays at least 60% of the total cost of benefits, excluding the monthly premiums. MV can be confirmed a few ways, but the simplest is confirming with the carrier or checking the Summary of Benefits and Coverage (SBC) for the MV confirmation sentence which is usually found on page 6 (rarely on page 7 or 8).

Confirm Affordability

One plan must not exceed for single coverage 9.5% (indexed each year) of full-time employee income. Select one of the three affordability safe harbor methods for your least expensive plan that meets Minimum Essential Coverage (MEC).

1. Federal Poverty Line (FPL) Safe Harbor Method

If an employer can afford to use this method, we recommend this option. It is fail safe, meaning if you do not charge beyond this FPL threshold amount you will meet affordability, even if the lowest paid full time employee income is a moving target.

- The GBS Affordability Calculator lists the FPL for each year. Simply refer to the chart under FPL method section to find the threshold amount the monthly premium cannot exceed.
- To allow for planning, an employer may elect to use the FPL rate in effect six months prior to the start of the plan year, rather than the rate effective at the start of the plan year. The FPL threshold for 2020 is currently \$103.99
- If you have a wellness premium incentive, affordability must be calculated on the non-wellness rate. If wellness related affordability questions arise, please reach out to carly.corlett@gbsbenefits.com on the GBS wellness team.

2. Rate of Pay Safe Harbor Method

If an employer cannot afford to use the FPL method, we recommend this option. First identify the hourly rate for your lowest paid full-time employee. If you later hire full-time at a lower hourly wage, you must recalculate based on the new lower rate of pay for those months.

- The GBS Affordability Calculator provides the appropriate calculation. Find the current year Rate of Pay section and insert the hourly rate you identified. The calculator then provides the threshold amount the monthly premium cannot exceed.
- There is no need to recalculate if the employer reduces the amount of hours an employee works but must only recalculate if the hourly rate is reduced.

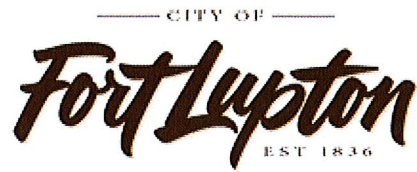
3. W-2 Form Safe Harbor Method

This method is problematic, so we recommend avoiding it. First determine the amount you estimate will be inserted in Box 1 of your lowest paid full time employee's future W-2 Form. Box 1 does not include pre-tax contributions for 401(k) or cafeteria plans, so subtract these amounts from gross income when estimating.

- The GBS Affordability Calculator provides the appropriate calculation. Find the current year W-2 section on the calculator and insert the estimated gross income you identified (minus estimated pre-tax contributions). The calculator then provides the threshold amount the monthly premium cannot exceed. For more information, refer to our in-depth summary.

Updated July 2020

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-181

SEEKING APPROVAL BY THE FORT LUPTON CITY COUNCIL ACTING AS THE LOCAL LICENSING AUTHORITY FOR A JOINT APPLICATION SUBMITTED BY SGH DHILLON, INC AND 7-ELEVEN, INC DBA 7-ELEVEN STORE 41243A FOR A FERMENTED MALT BEVERAGE LICENSE AT 1400 2ND STREET

I. Agenda Date: November 3, 2020

II. Attachments:

- a. Summary of Petitions by LiquorPros
- c. City Map of Signatures
- b. Application for Fermented Malt Beverage License and Supporting Documents

III. Summary Statement:

SGH Dhillon, Inc., and 7-Eleven, Inc, dba 7-Eleven Store 41243A have submitted a joint application for a Fermented Malt Beverage (full strength beer) License at 1400 2nd Street. Colorado Revised Statutes 44-4-103 "*Fermented malt beverage*" means any beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any similar product or any combination thereof in water containing not less than one-half of one percent alcohol by volume and not more than three and two-tenths percent alcohol by weight or four percent alcohol by volume; except that 'fermented malt beverage' shall not include confectionery containing alcohol within the limits prescribed by section 25-5-410 (l)(i)(II).

IV. Submitted by:


Mari Peña, City Clerk

V. Finance Reviewed

Finance Director

VI. Approved for Presentation:


City Administrator

VII. Attorney Reviewed

Approved

Pending Approval

**VIII. Certification of Council
Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

Sukhbir Dhillon, President of SGH Dhillon, Inc., and 7-Eleven, Inc, dba 7-Eleven Store 41243A have submitted a joint application for a Fermented Malt Beverage (full strength beer) License at 1400 2nd Street. Colorado Revised Statutes 44-4-103 “Fermented malt beverage” means any beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any similar product or any combination thereof in water containing not less than one-half of one percent alcohol by volume and not more than three and two-tenths percent alcohol by weight or four percent alcohol by volume; except that “fermented malt beverage” shall not include confectionery containing alcohol within the limits prescribed by section 25-5-410 (I)(i)(II).

The application was received September 3, 2020 and deemed complete on September 18, 2020. At the October 6, 2020, City Council meeting, staff presented the City Council acting as the Local Licensing Authority with Resolution 2020R068, “Establishing the Neighborhood” as the City of Fort Lupton city limits. The resolution also set the Public Hearing for November 3, 2020, which meets the statutory requirements. All public notification requirements including posting of the premises have been met. The deadline for the public to submit comments regarding this application was November 2, 2020. As of November 28, no comments were filed with the City Clerk regarding the application.

The application is under concurrent review which means that the Colorado Department of Revenue, Liquor Enforcement Division will review the application while it is under review with the City. An email received on October 8, 2020 from the Department of Revenue indicated that the application appeared to be in order, and awaiting approval from the City to finalize the application. All fees have been paid by the applicant.

Pursuant to CRS 44-3-301(12)(a.5)(1) New Fermented Malt Beverage off premises licenses shall not be located within 500 feet of a retail liquor store license. 7 Eleven Inc.’s premises was measured as “the crow flies” and is approximately 646’ feet from Whipsaw Wine & Spirits at 1400 Dexter Street.

The Statute also states that the applicant is to produce evidence supporting the “needs and desire” of the neighborhood (city limits). Liquor Licensing Professionals, LLC dba LiquorPros was hired by the applicant to obtain signatures from residents regarding the license. On October 23, 2020, LiquorPros, submitted a petition with results as followed:

Total door knocks:	222
Persons who signed the petition:	80
Persons who declined to sign the petition:	16
Ineligible contacts: (younger than 21; Nonresident; non-English speaking; not a business owner or manager)	16
No answer at the door knock:	109

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

The Local Liquor License Authority needs to consider the character, reputation or record of the applicant(s) prior to granting a liquor license. Fingerprints results were received from Sukhbir Dhillon. Because 7-Eleven is a master file, a file that is established by the state licensing authority and that contains licensing and background information for the applicant seeking license in multiple locations, no fingerprints are required.

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

The applicant's Attorney, Kevin M. Coates, with Dill and Dill Carr Stonbraker and Hutchings P.C. is in attendance as well as Carol Johnson with LiquorPros to address any concerns or answer any question the Local Licensing Authority or citizens may have. Also, Rachel Berry, field consultant for 7-Eleven and Sukhbir Dhillon, applicant and president of SGH Dhillon, Inc.

X. Legal/Political Considerations:

None.

XI. Alternatives/Options:

None.

XII. Financial Considerations:

N/A

XIII. Staff Recommendation:

Staff seeks recommendation.

RECEIVED

OCT 23 2020

BY:

LiquorPros



October 21, 2020

RESULTS OF THE LIQUOR LICENSE
SURVEY REGARDING:

7-Eleven Store 41243A

1400 2nd Street
Fort Lupton, CO 80621

Applicant: DGH Dhillon, Inc. & 7-Eleven, Inc.
Purpose: Application for a NEW Fermented Malt Beverage Off-Premises License

ISSUE: A petition was circulated to determine if the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Those in favor of 7-Eleven Store 41243A being granted a Fermented Malt Beverage Off-Premises License indicated by checking the "Favor – YES" column of the signature sheet and those opposed checked the "Oppose - NO" column. The results were as follows:

Favor "YES"		Oppose "NO"		<u>TOTAL SIGNATURES</u>
96%	77	4%	3	80

SURVEY STATISTICS

	Favor "YES"		Oppose "NO"		TOTAL
Business Survey Results	95%	19	5%	1	20
Residential Survey Results	97%	58	3%	2	60

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

	BUSINESS	RESIDENTIAL	TOTAL
No Response	14	95	109
Declined to Participate	1	15	16
Not Qualified to Sign	10	6	16
Disqualified	1	0	1
"No" Signatures	1	2	3
"Yes" Signatures	19	58	77
TOTAL CONTACTS & ATTEMPTS	46	176	222

SURVEY STATISTICS

>Number of Businesses and Residents Contacted: 222 Attempts – 109 No Response = 113

>Business Survey Participation Rate: 20 Signatures/ 22 Qualified Contacts = 91%

>Residential Survey Participation Rate: 60 Signatures/ 75 Qualified Contacts = 80%

>Percentage of Residents Home During Survey: 81 Contacts/ 176 Attempts = 46%

REASONS FOR OPPOSITION SIGNATURES		REASONS FOR DECLINING TO PARTICIPATE	
Enough/Too Many	2	Not Interested	10
AGAINST ALCOHOL	1	Against Alcohol	2
Total	3	Don't Sign Any Petitions / Surveys	2
		Too Busy	2
		Total	16
		NOT QUALIFIED CONTACTS	
		Owner / Manager Unavailable	8
		Under 21	5
		No English Spoken or Read	2
		Non-Resident	1
		Total	16

Reasons for opposition in **BOLD** may be considered as invalid or irrelevant to the needs and desires issue of this survey. If irrelevant or invalid reasons are discounted from the final tally, the results would be:

FAVOR "YES"		OPPOSE "NO"		TOTAL
97%	77	3%	2	79

PETITION METHODOLOGY

- Survey Date and Times:

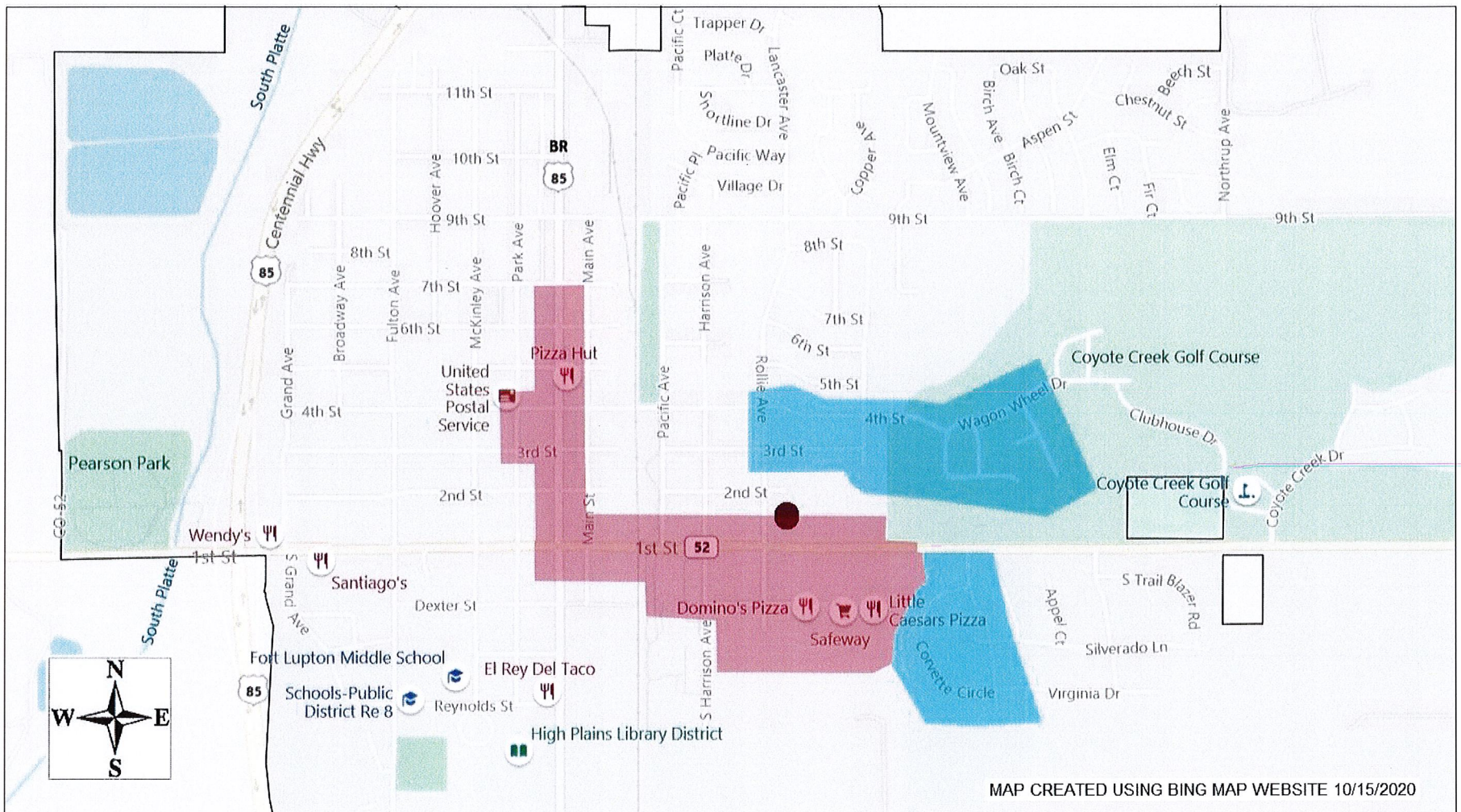
Residential:	Sunday	October 18, 2020	10:30 am – 4:00 pm
Business & Residential:	Monday	October 19, 2020	11:00 am – 5:00 pm

- Survey Areas: Circulators started in areas closest to the proposed licensed site and worked out from the site in all directions within boundary area. Boundary was set as city limits by City Clerk's Office. Please see attached map.
- Circulators of the Survey: There was one circulator for this survey. Prior to the start of the survey, the circulator was briefed on the type of liquor license application, the areas to be surveyed and reminded to remain unbiased in her approach to residents and businesspeople. The circulator had with her a face sheet with the applicant business name, location and hearing information, instructions, and the petition/survey issue along with signature sheets and a map of the proposed location. The circulator used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. Upon conclusion of the survey, the circulator signed notarized affidavits of circulation. The original survey packets were pre-filed with the Fort Lupton City Clerk's Office.

Report prepared and respectfully submitted by,



Eva L. Garretson
Liquor Licensing Professionals, LLC



MAP CREATED USING BING MAP WEBSITE 10/15/2020

7-Eleven Store 41243A ●
 1400 2nd Street
 Fort Lupton, CO 80621

SURVEY RESULTS

**BUSINESS
 AREAS
 COVERED
 IN SURVEY**

**RESIDENTIAL
 AREAS
 COVERED
 IN AREA**

SURVEY DATES:
OCTOBER 18 & 19, 2020

— CITY
 BOUNDARY





MAP CREATED USING BING MAP WEBSITE 10/15/11

Leven Store 41243A
 0 2nd Street
 Fort Lupton, CO 80621

Ad Res

APPLICATION FOR A NEW FERMENTED MALT BEVERAGE OFF-PREMISES LICENSE

CITY
 BOUNDARY

LiquorPros
 LiquorPros@
 719.390.8844
 www.Liquor



7-Eleven Store 41243A ●
 1400 2nd Street
 Fort Lupton, CO 80621

APPLICATION FOR A NEW FERMENTED MALT BEVERAGE OFF-PREMISES LICENSE

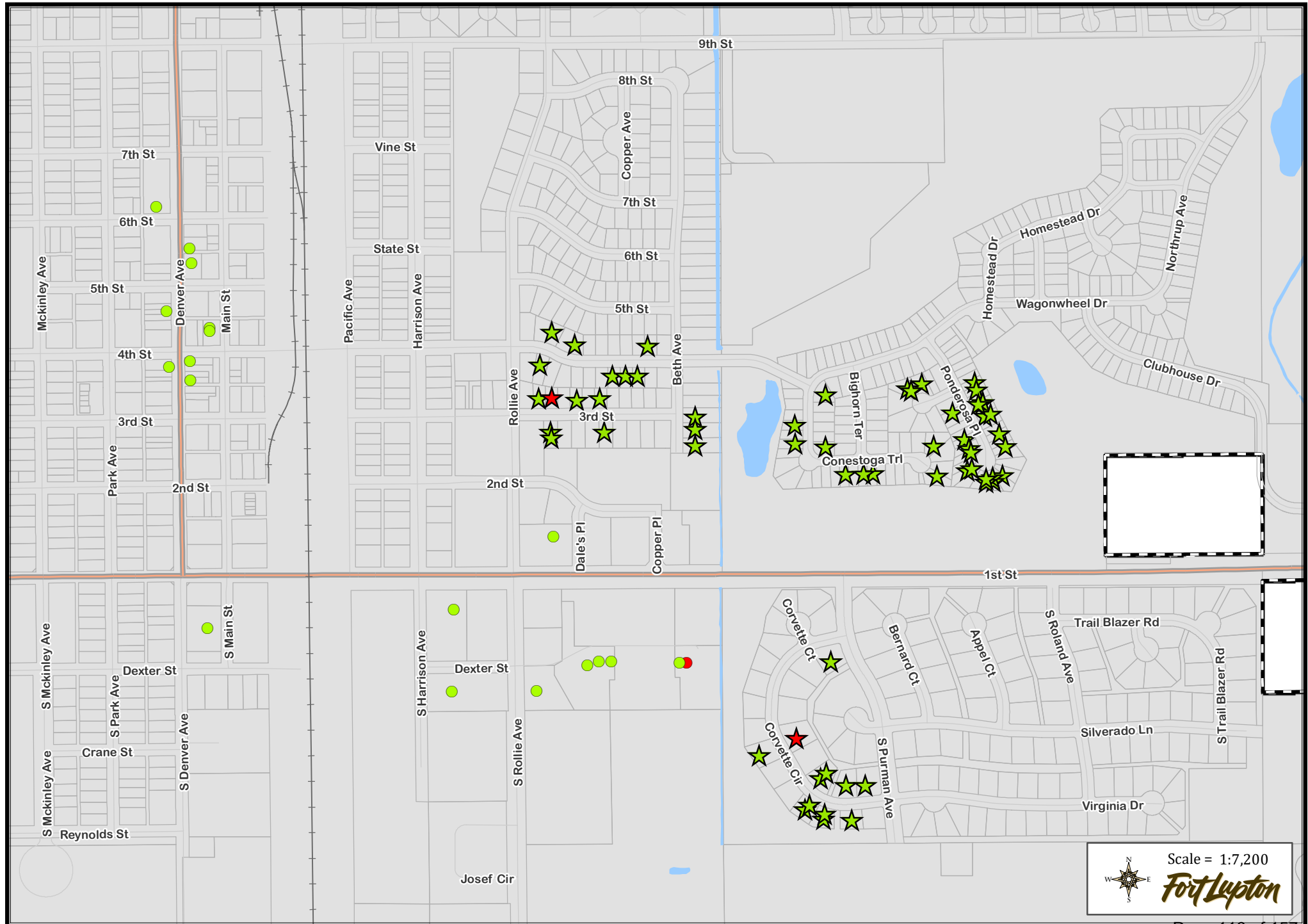
— CITY
 BOUNDARY



Handwritten signature

Signatures - 7-Eleven Store Liquor License

- ★ Resident - "Yes"
- ★ Resident - "No"
- Business - "Yes"
- Business - "No"





Colorado Fermented Malt Beverage License Application

☐ New License ☒ New-Concurrent ☐ Transfer of Ownership			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Local license fee \$ _____ • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor			
1. Applicant is applying as a/an ☐ Corporation ☐ Individual ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships) ☐ Limited Liability Company ☒ Association or Other JOINT LICENSE			
2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation SGH Dhillon, Inc. & 7-Eleven, Inc.			FEIN
2a. Trade Name of Establishment (DBA) 7-Eleven Store 41243A		State Sales Tax No. 	Business Telephone 972-828-0711
3. Address of Premises (specify exact location of premises) 1400 2nd St. City Fort Lupton County Weld State CO ZIP Code 80621 4. Mailing Address (Number and Street) Attn: 7-Eleven Licensing, PO Box 219088 City or Town Dallas State TX ZIP Code 75221			
5. Email Address cheryl.prieto@7-11.com			
6. If the premises currently has a liquor or beer license, you MUST answer the following questions			
Present Trade Name of Establishment (DBA) None	Present State License No. N/A	Present Class of License N/A	Present Expiration Date N/A
Section A Nonrefundable Application Fees		Section B Fermented Malt Beverage Beer License Fees	
☐ Application Fee for New License \$1,550.00 ☒ Application Fee for New License - w/Concurrent Review \$1,650.00 ☐ Application Fee for Transfer \$1,550.00		☐ Retail Fermented Malt Beverage On-Premises (City) \$96.25 ☐ Retail Fermented Malt Beverage On-Premises (County) \$117.50 ☒ Retail Fermented Malt Beverage Off-Premises (City) \$96.25 ☐ Retail Fermented Malt Beverage Off-Premises (County) \$117.50 ☐ Retail Fermented Malt Beverage On/Off-Premises (City) \$96.25 ☐ Retail Fermented Malt Beverage On/Off-Premises (County) \$117.50 ☒ Master File Location Fee \$25.00 x <u>1</u> To \$25.00 ☐ Master File Background \$250.00 x _____ Total _____	
Questions? Visit www.colorado.gov/enforcement/liquor for more information Do Not Write In This Space - For Department Of Revenue Use Only			
Liability Information			
License Account Number	Liability Date:	License Issued Through: (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This check list should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: www.colorado.gov/enforcement/liquor for more information.

Items Submitted, Please Check all Appropriate Boxes Completed or Documents Submitted	
I.	Applicant Information ☒ A. Applicant/Licensee identified ☒ B. State sales tax license number listed or applied for at time of application ☒ C. License type or other transaction identified ☒ D. Submit originals to local authority ☒ E. Additional information required by the local licensing authority
II.	Diagram of the Premises ☒ A. No larger than 8 1/2" X 11" ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.) ☐ C. Separate diagram for each floor (if multiple levels) ☒ D. Bold/Outlined licensed premises
III.	Proof of Property Possession (One Year Needed) ☐ A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk ☐ B. Lease in the name of the applicant ONLY (matching question #2) ☐ C. Lease Assignment in the name of the applicant (ONLY) with proper consent from the Landlord and acceptance by the applicant ☒ D. Other agreement if not deed or lease FRANCHISE AGREEMENT
IV.	Background Information (DR 8404-I) and Financial Documents ☒ A. Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) ☒ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: (844) 539-5539 (toll-free) IdentoGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: (720) 292-2722 Toll Free: (833) 224-2227 ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☐ D. List of all notes and loans.
V.	Sole Proprietor/Husband and Wife Partnership (if applicable) ☐ A. Form DR 4679 ☐ B. Copy of State Issued Driver's License or Identification Card for each Applicant
VI.	Corporate Applicant Information (If Applicable) ☒ A. Certificate of Incorporation ☒ B. Certificate of Good Standing ☒ C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership Applicant Information (If Applicable) ☐ A. Partnership Agreement (general or limited). ☐ B. Certificate of Good Standing
VIII.	Limited Liability Company Applicant Information (If Applicable) ☐ A. Copy of Articles of Organization ☐ B. Certificate of Good Standing ☐ C. Copy of Operating Agreement (if applicable) ☐ D. Certificate of Authorization if foreign LLC (out of state applicants only)

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	Yes	No
	☐	☒
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
(a) been denied an alcohol beverage license?	☐	☒
(b) had an alcohol beverage license suspended or revoked?	☒	☐
(c) had interest in another entity that had an alcohol beverage license suspended or revoked?	☒	☐
If you answered yes to 8a, b or c, explain in detail on a separate sheet		See attached
9. Has a Fermented Malt Beverage license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.		
	☐	☒
10. Is the proposed Retail Fermented Malt Beverage Off Premises license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.		
	☐	☒
11. Is the proposed Retail Fermented Malt Beverage Off Premises license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.		
	☐	☒
12. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.		
	☒	☐
13. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?		
☐ Ownership ☐ Lease ☒ Other (Explain in Detail) <u>FRANCHISE AGREEMENT</u>		
a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:		
Landlord N/A	Tenant N/A	Expires N/A
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 12.		
	☐	☒
c. Attach a diagram or designate the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		
14. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		
Last Name None	First Name N/A	Date of Birth N/A
		FEIN or SSN N/A
		Interest N/A
Last Name	First Name	Date of Birth
		FEIN or SSN
		Interest
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.		
15. Name of Manager(s) for all on premises applicants.		
Last Name N/A - off premises applicant	First Name N/A	Date of Birth N/A
16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		
	☐	☒
17. Tax Information.		
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		Yes No ☐ ☒
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		☐ ☒

18. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name Sukhbir Dhillon	Home Address, City & State [REDACTED]	Date of Birth [REDACTED]	Position Pres Secy Treas Dir	% Owned 100%
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name 7-Eleven, Inc.*	Home Address, City & State 3200 Hackberry Rd., Irving, TX 75063	Date of Birth N/A	Position Franchisor	% Owned 100%
Name *state master filed - see attached	Home Address, City & State	Date of Birth	Position	% Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

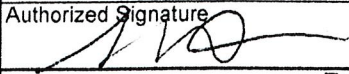
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☐

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title Sukhbir Dhillon, President, SGH Dhillon, Inc.	Date 08/20/20
---	---	------------------

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority Sept 3, 2020	Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.
---	--

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

- ☒ Fingerprinted Sukhbir Dhillon
- ☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

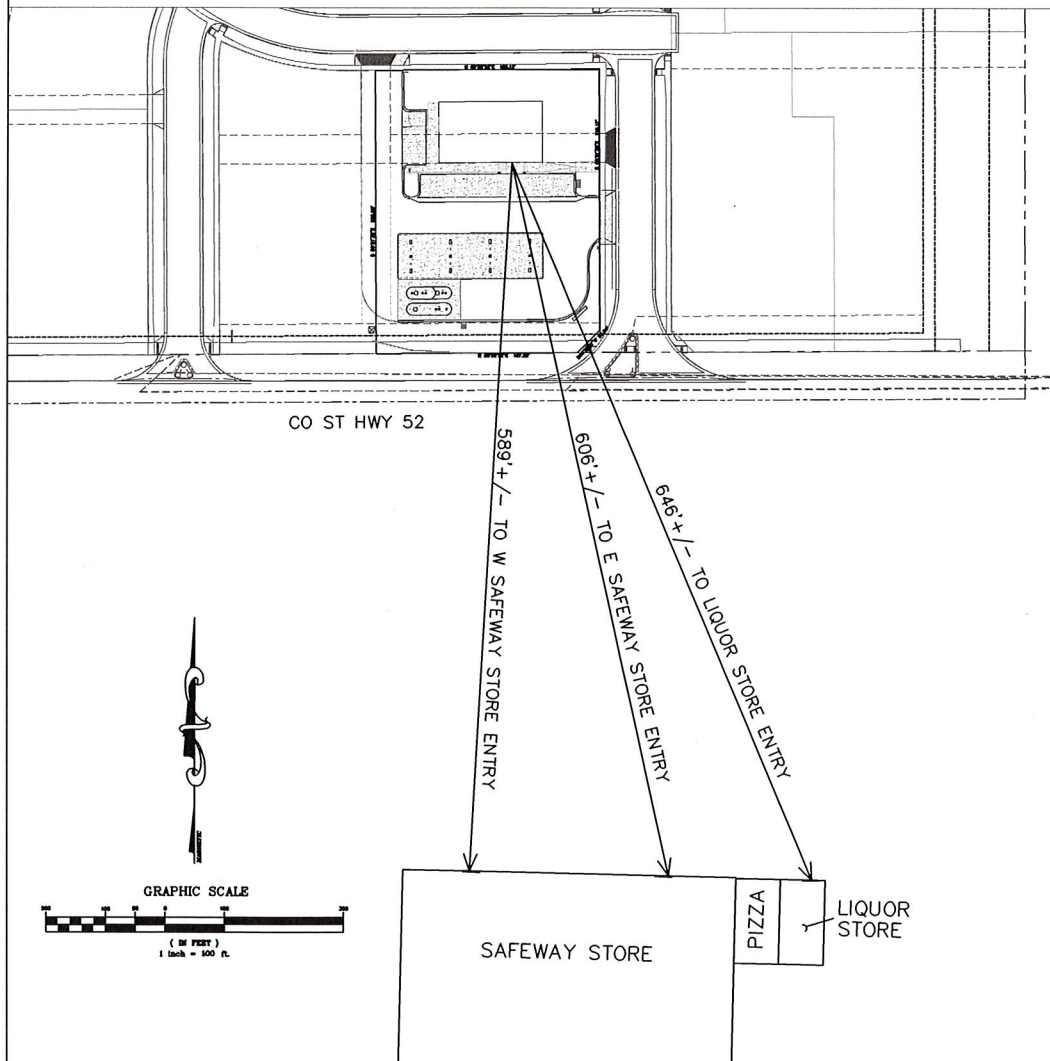
(Check One)

- ☒ Date of Inspection or Anticipated Date Oct. 2020
- ☐ Upon approval of state licensing authority
- ☐ New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied
- ☐ New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for		Telephone Number	☐ Town, City ☐ County
Signature	Printed Name	Title	Date
Signature (attest)	Printed Name	Title	Date

**7-11 FORT LUPTON
BUILDING DISTANCE SURVEY**
FUTURE LOT 5, VINCENTS EAST ADDITION 4TH AMENDED SUBDIVIS
CITY OF FORT LUPTON, COUNTY OF WELD,
STATE OF COLORADO.



NOTES

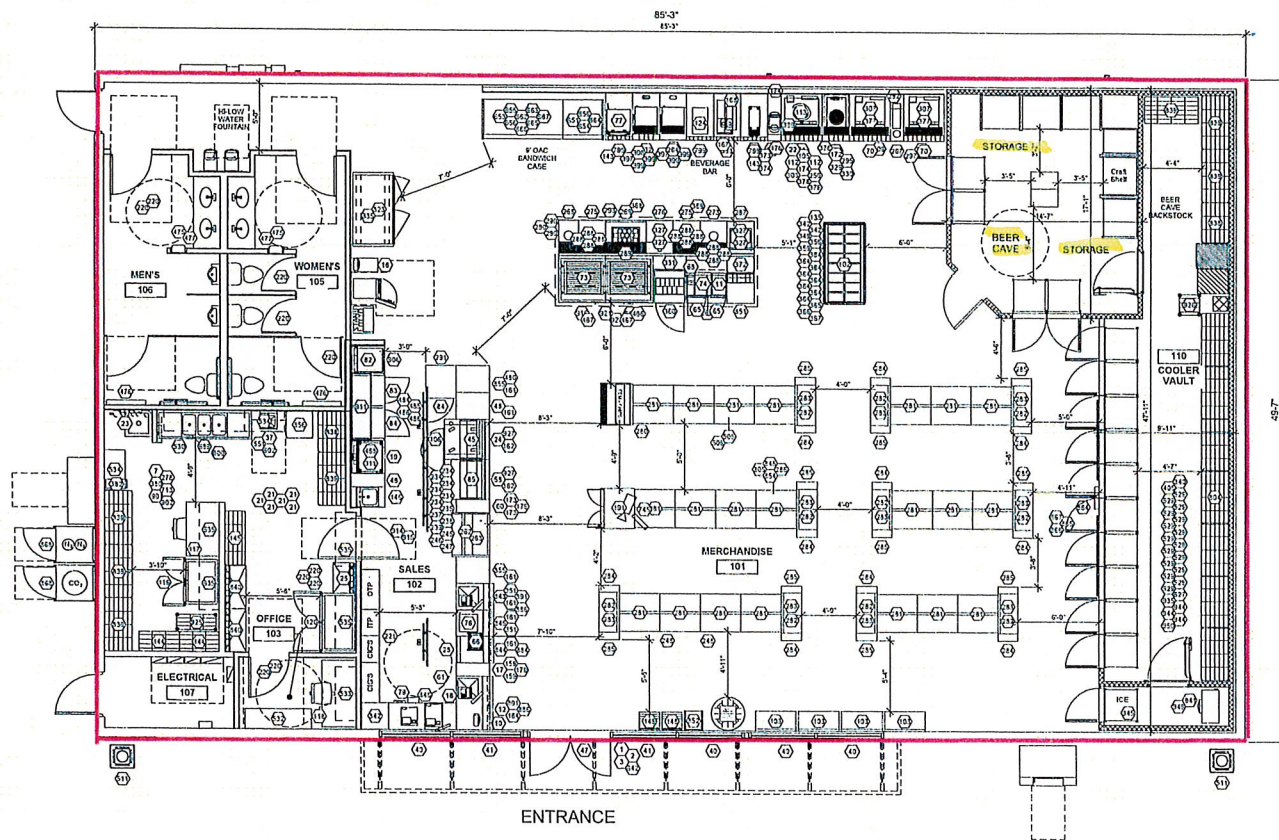
- (1) PROPERTY DESCR
FUTURE LOT 5,
VINCENTS EAST
CITY OF FORT L
COUNTY OF WEL
STATE OF COLO
NOTE: THIS DES
SURVEY BY ENG
CONSTRUCTION
- (2) BASIS OF BEARIN
NONE FOR THIS
- (3) ORIGINAL AUTOCA
ENGINEERING SOL
- (4) FIELD WORK COM
- (5) THIS SURVEY DOI
DETERMINE:
(A) OWNERSHIP
(B) THE POSSIBL
ADJACENT TI
(C) EASEMENTS
- (6) THIS SURVEY WA
AND/OR ENTITY
DOES NOT EXTER
WITHOUT AN EXP
PERSON(S) AND,
- (7) THE SOLE PURPH
7-11 ENTRY DO
SIDE OF CO STA
ON THIS EXHIBIT
- (8) THE SURVEYORS
GUARANTEE. IT I
NORMAL STAND
- (9) UNLESS THIS DI
INK, THIS DRAW

STATEME

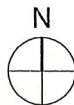
I HEREBY ST
ALPHA & OMI
TO CROSSLAN
THAT THE BU
HEREON ARE
SITE CONDITIO

PROFESSIONAL

COPYRIGHT
ALL RIGHTS RESERVED
REGISTERED, OR
APPROX. 1988



ENTRANCE



1045979 - FORT LUPTON, CO - LAYOUT 2

1234 HWY 52
 FORT LUPTON, CO

SCALE: 1/4"=1'-0"

APPROVED: YES ☒ NO ☐
 09/11/19

OCCUPANCY CALCULATION
 MERCHANDISE
 KITCHEN / SALES
 STORAGE / BACK ROOM
 OFFICE
 RESTROOM

2260 SF / 30 = 76 PEOPLE
 288 SF / 200 = 2 PEOPLE
 1149 SF / 300 = 4 PEOPLE
 57 SF / 100 = 1 PERSON
 473 SF / N/A = 0 PEOPLE

TOTAL = 83 PEOPLE

LAYOUT INFORMATION

ROLLER GRILLS 2 (SELF SERVE)
 SANDWICH CASE 9'
 ALC. VAULT DOORS 4
 VAULT DOORS 10
 LOW TEMP DOORS 2
 ICE MERCH. DOORS 1
 NOVELTY CASE 1
 BAKERY CASE 1 (LG)
 SLURPEE BARRELS 8

GONDOLA UNITS (80"H) 42
 END CAPS (80"H) 11
 POWER WINGS (20) - NOT IN TOTAL
 LOW WALLS (36"H) 04
 HIGH WALLS (72"H) 00
 TOTAL 57

TOTAL SQ FT = 4,227 SF
 SALES FLOOR AREA = 2,548 SF

GAS: YES LIQUOR: NO
 BEER: YES WINE: NO

OCCUPANCY LOAD (>49) = 83
 TRAVEL DISTANCE (<200) = 123'
 COMMON PATH OF TRAVEL (<75) = 48'
 RESTROOMS REQUIRED = 2
 EXITS REQUIRED = 2

OVERHEAD SHELVES = 37 FT
 FLOOR SHELVES = 31 FT

WALL TYPE LEGEND

EXISTING WALL

EXISTING COLUMN

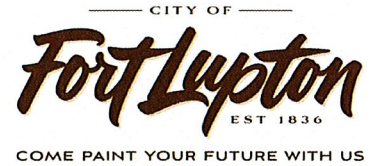
NEW WALL

NEW PARTIAL HEIGHT WALL

NEW COOLER WALL

Job#: 20190615	Scale: AS NOTED	Date: 09/11/19	Drawn By: [Signature]	Checked By: [Signature]
7-ELEVEN, INC. 3200 Peachtree Rd., Irving, Texas 75063 7-11 #1045979 FORT LUPTON, CO				
GPD GROUP 100 South High Street, Suite 110 Fort Lupton, CO 80439 303.572.3700 Fax: 303.572.3727				
PRELIMINARY NOT FOR CONSTRUCTION 10/10/2019				
SHEET:				

CITY OF FORT LUPTON CITY COUNCIL



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespino, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

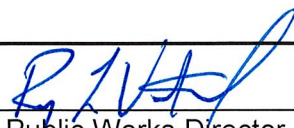
AM 2020-188

APPROVAL OF THE SUBDIVISION IMPROVEMENTS AGREEMENT WITH LAND 5 INVESTMENTS, LLC FOR THE NORTHLAND FILING 3, PHASE 2 FINAL PLAT

- I. **Agenda Date:** Council Meeting – November 3, 2020
- II. **Attachments:** a. Resolution 2020-0xx.
b. Subdivision Improvement Agreement.
- III. **Summary Statement:**

Approval of the Subdivision Improvements Agreement between the City of Fort Lupton and Land 5 Investments, LLC, for the Northland Filing 3 - Phase 2 Final Plat.

IV. **Submitted by:**


Public Works Director

V. **Finance Reviewed**

Finance Director

VI. **Approved for Presentation:**


City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

This Subdivision Improvement Agreement was drafted for the Northland Filing No 3 - Phase 2 Final Plat (LUP2019-0002 & Plan No. FPL2019-0001) approved by City Council on March 17, 2020, which is located north of CR 16, immediately south of CR 18 along Northland Drive extended north.

Improvements are for the construction of water, sanitary sewer main extensions, roadway construction and storm drainage system improvements. Approximate cost of this agreement for construction is \$1,137,360.00.

Resolution 2020R036, approved by Council on March 17, 2020 requires the applicant to enter into a Subdivision Improvements Agreement.

X. Legal/Political Considerations:

Not Applicable

XI. Alternatives/Options:

- *Approve Resolution*
- *Do not approve Resolution*

XII. Financial Considerations:

None

XIII. Staff Recommendation:

Staff recommends approval of this Subdivision Improvement Agreement between the City of Fort Lupton and Land 5 Investments, LLC.

RESOLUTION NO. 2020R0xx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE LAND 5 INVESTMENTS, LLC SUBDIVISION IMPROVEMENT AGREEMENT OF THE NORTHLAND FILING 3, PHASE 2 FINAL PLAT LOCATED IN FORT LUPTON, WELD COUNTY, COLORADO.

WHEREAS, the City Council Resolution No. 2020R036 approved the Northland Filing No 3 - Phase 2 Final Plat with conditions March 17, 2020; 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 Subdivision 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 Subdivision Improvement 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 Land 5 Investments, LLC Subdivision Improvement Agreement and authorizes the Mayor to sign.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 3rd DAY OF NOVEMBER 2020.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Pena, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

**SUBDIVISION IMPROVEMENTS AGREEMENT
FOR
NORTH LAND FILING 3**

THIS AGREEMENT is made and entered into this _____ day of _____, 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 **LAND 5 INVESTMENTS, LLC**, hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, the Developer submitted a Subdivision entitled "North Land Filing 3, Case No. LUP2019-0002 & Plan No. FPL2019-0001 (the "Plat"), which Plat depicts the proposed project (the "Development") to be constructed by Developer on the "Subject Property"; and

WHEREAS, a Subdivision Plat was approved by the City of Fort Lupton City Council on March 17, 2020 by Resolution No. 2020R036 with condition of approval I.C. requiring a Subdivision Improvements Agreement; and

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

WHEREAS, Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a subdivision agreement for 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 and 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 and the City shall provide 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") within ten (10) days of the Developer's submission of "as-built" drawings, 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 within ten (10) days from the date of City inspection. 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 re-inspection of such work within ten (10) days to determine if Construction Acceptance can be granted. The City shall provide either Construction Acceptance or written notice of additional repairs, replacements, construction or other work required to receive Construction Acceptance within ten (10) days of the re-inspection date. 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 and retain 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 OSHA. 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 and shall require faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-Way, Easements and Permits. Before the City may approve construction plans for any Improvements herein agreed upon, Developer shall acquire, at its own expense, all rights-of-way and easements depicted on the Plat, as required by the City for the construction of the Improvements. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by deed, easement, license, agreement in form and substance acceptable to the City Administrator or the Administrator's designee. All title documents shall be recorded at the Developer's expense.

3.0 INFRASTRUCTURE IMPROVEMENTS

3.1 Public Improvements

The Developer agrees to construct public improvements (the “Improvements”), within the Subdivision, depicted on Exhibit “A” attached hereto and fully incorporated herein by this reference. The Developer shall be responsible for providing the City with a Security Bond, Letter of Credit, or cash deposit with the City (the “Security”) guaranteeing installation of the Improvements that are not completed prior to issuance of the first building permit for each Filing. The amount shall be one hundred twenty-five percent (125%) of the applicable phased estimated cost of the required Improvements per Exhibit “B” attached hereto and fully incorporated herein by this reference. The City may accept portions of the Improvements, reducing the Security for each portion completed and accepted by the City, to no less than twenty-five percent (25%) of the actual or estimated construction costs, whichever is greater, for each completed system. Each Improvement phase shall define a system, i.e. roadways system, sewer system, water system. The remaining twenty-five percent (25%) percent for each system shall be retained to secure the Developer’s warranty during the designated warranty period. A warranty period of two (2) years shall apply to all Improvements. The City shall release or return the Security to the Developer within Thirty (30) days of receipt of the Construction Acceptance as provided in paragraph 1.5 herein, less the twenty-five percent (25%) of construction costs to be retained during the warranty period. Upon Final Acceptance of the Improvements as provided in paragraph 1.6 herein, the twenty-five percent (25%) Security retained during the warranty period shall be released or returned to the Developer within Thirty (30) days of issuance of the Final Acceptance.

4.0 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” Public Improvements. All streets within the Subdivision shall be constructed to City Standards and Specifications per the approved Construction Plans and based upon a site-specific geotechnical study and pavement design. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations. Detention pond improvements will be required at the time of construction on the site as determined by the Phase III Drainage Study submitted.

5.0 OTHER REQUIREMENTS

5.1 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.

5.2 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.

5.3 Colorado Big Thompson (CBT) Water Shares or equivalent. Developer agrees to dedicate to the City the appropriate water required by the applicable City Codes and regulations and deliverable to the City Water Treatment Plant at the time of lot development. The City will not receive dedication or supply water service to the project until and unless the subject property is included within the Northern Colorado Water Conservancy District and Municipal Sub-District. The Developer may, at its discretion, elect to pay cash-in-lieu to the City to satisfy the CBT water dedication requirement. Said cash-in-lieu payments will be made on a per-lot basis at the time of each Lot development. Dedicated CBT water shares shall remain attached to platted lots.

6.0 MISCELLANEOUS TERMS

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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: Land 5 Investments, LLC
 1201 Riverdale Road
 Brighton, CO 80602

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.

6.6 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.

6.7 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.

6.8 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.

6.9 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.

Notary Public

Notary Public

EXHIBIT A



J&T Consulting, Inc.

LAND 5 INVESTMENTS

7/16/2019

Opinion of Probable Construction Costs

Northland Road Extension

© 2019 **J&T Consulting, Inc.**

Item Number	Description	Quantity	Unit	Unit Price	Total Price
-------------	-------------	----------	------	------------	-------------

General Items

1	Project Mobilization/Demobilization	1	LS	\$13,000	\$13,000
2	Traffic Control	1	LS	\$2,500	\$2,500
3	Erosion Control	1	LS	\$20,000	\$20,000
4	Vacuum Truck / Probe Potholing	1	LS	\$1,500	\$1,500
5	Construction Staking	1	LS	\$16,000	\$16,000

Roadway Infrastructure

6	6.5" Hot Mix Asphalt Pavement in Widening	8,332	SY	\$46	\$383,271
7	Class 6 Roadbase Under Pavement (10")	2,314	CY	\$42	\$97,168
8	Earthwork - Cut to Subgrade	841	CY	\$10	\$8,410
9	Earthwork - Fill to Subgrade	6,924	CY	\$24	\$166,176

Water Line

10	12" C900 PVC with Tracer Wires	2,621	LF	\$53	\$138,913
11	12" 45° Bend With Thrust Block	1	EA	\$1,900	\$1,900
12	Fire Hydrant Assembly Including Swivel Tee, 6" Gate Valve, Dip Fittings, DIP Pipe, Thrust Blocks, and Tracer Wire Test Box	8	EA	\$9,000	\$72,000
13	12" Gate Valve	8	EA	\$2,950	\$23,600
14	12" Plug with Thrust Block	1	EA	\$2,200	\$2,200
15	Flowfill Backfill at Culvert Crossing	10	CY	\$170	\$1,700

Sanitary Sewer

16	3" Ø HDPE Pipe	2,625	LF	\$28	\$73,500
17	3" HDPE Wye	1	EA	\$2,975	\$2,975
18	3" HDPE 45° Bend	1	EA	\$2,100	\$2,100
19	4' Diameter Manhole	1	EA	\$5,200	\$5,200
20	Flowfill Backfill at Culvert Crossing	10	CY	\$170	\$1,700

Storm Sewer

21	18" RCP Culvert	33	LF	\$100	\$3,300
----	-----------------	----	----	-------	---------



J&T Consulting, Inc.

LAND 5 INVESTMENTS

7/16/2019

Opinion of Probable Construction Costs

Northland Road Extension

© 2019 **J&T Consulting, Inc.**

Item Number	Description	Quantity	Unit	Unit Price	Total Price
22	18" RCP FES	2	EA	\$1,500	\$3,000

Other Items

23	Seeding Restoration, Including Grading, Soil Prep	1	LS	\$13,000	\$13,000
Subtotal					\$1,053,113

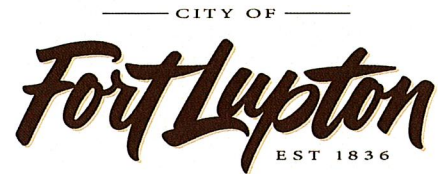
Construction Engineering / Materials Testing (8%)

\$84,250

Construction Total

\$1,137,360

CITY OF FORT LUPTON CITY COUNCIL



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

IM 2020-007

TRANSFER OF LAND FROM LG EVERIST, INC. TO THE CITY OF FORT LUPTON

I. **Agenda Date:** Council Meeting – November 3, 2020

II. **Attachments:** a. LG Everist Annexation Agreement – Pages 7-8 (Rec #3952539, 8/1/2013)
City of Fort Lupton Resolution 2013R018
Everist South Minor Subdivision Plat
Warranty Deed from LG Everist to the City

III. **Issue/Request:**

Paragraphs 23 and 24 of the Annexation Agreement for the LG Everist Annexation call for the land dedication of Lot 3, Everist South Minor Subdivision (also known as "Willow Lake") to the City. Resolution 2013R018 also indicates that Lots 2 and 3 are to be legally transferred to the City per the annexation agreement. The current landowner, LG Everist, is now prepared to convey Lot 3 to the City by Warranty Deed. Lot 2 will be dedicated to the City in the future.

IV. **Legal/Political Considerations:**

The City Attorney has reviewed the document.

V. **Financial Considerations:**

None at this time.

VI. **Staff Recommendation:**

Staff supports the acceptance of land from LG Everist, Inc.

VIII. **Submitted by:**



City Administrator

IX. **Approved for Presentation:**



City Administrator



19. **Future Conveyance of Water Rights.** At the time of final plat or development beyond the approvals granted along with the petition for Annexation and the Present Uses, whichever is later, Owner agrees to convey to the City, in Owner's sole discretion, all or a portion of those tributary water rights associated with the Property, or to pay cash in lieu thereof, which are necessary for any proposed development to satisfy Fort Lupton Municipal Code Section 13-122. Owner also agrees to convey any related stock certificates evidencing ownership of any such water rights free and clear of all encumbrances and with all taxes and assessments related hereto paid in full. Any such water rights may be conveyed on a pro-rata basis as the Property is developed. Owner hereby acknowledges its receipt of a copy of Fort Lupton Municipal Code Section 13-122 concerning City policy with respect to the dedication of water rights, or cash in lieu thereof, in connection with annexations, and agrees to comply with such resolutions and with any amendments thereto, including any applicable amendments adopted subsequent to the annexation of the subject Property to the extent that such resolutions or amendments do not conflict with this Agreement.
20. **Parks and Public Lands.** If at the time of development by the owner of any particular parcel of the Property or the Previously Annexed Land separate from the Present Uses or approved zoning, City requires certain land to be used for public purposes, the owner of such parcel agrees to provide for such land for the benefit of the City, or to pay cash in lieu thereof. Lands applicable for such purposes shall be acceptable to City and shall comprise six (6) percent of gross residential and two (2) percent of gross non-residential land. All such lands shall be platted by an owner in accordance with, and such owner shall otherwise comply with, all applicable federal, State of Colorado, or Fort Lupton laws, regulations, or resolutions. Notwithstanding the foregoing, all lands dedicated pursuant to Paragraphs 23 and 24 below and/or the Prior Annexation Agreement shall be a credit to such Parties and Public Lands dedication requirement.
21. **Access Road Easement Dedication.** At the request of Fort Lupton, Everist shall dedicate a portion of the 30 foot Access Road Easement associated with Recorded Exemption No. 1309-30-3-4E 976, as shown on Exhibit "F" as a Public Right of Way.
22. **Cooperation.** The Parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.
23. **Deep Lake.** Owner's obligation to convey any real property to Fort Lupton pursuant to Paragraph 23 of the Prior Annexation Agreement is hereby modified to provide for a dedication of such lands on or before December 31, 2018, subject to easements and rights of use to facilitate Owner's withdrawal or deposit or conveyance of water to and from the South Platte River. However, at the request of Fort Lupton but no sooner than upon termination of DRMS Permit #1999-120, Owner will dedicate the property described on

Exhibit "I-1" and depicted on Exhibit "I-2" together with an ingress, egress and access easement, which property is commonly referred to as the Deep Lake property. Dedications shall be by deed in substantially the form attached hereto as Exhibit "J." This dedication shall apply to any Parks and Public Lands dedication requirement pursuant to Fort Lupton's ordinances. Upon dedication of Deep Lake, the termination of DMRS Permit #1999-120, the release of all associated bonds, and termination of any applicable Special Use Permit, Owner shall also dedicate 16.4 acre feet per year of non-tributary water from its Laramie-Fox Hills water rights for the City to use to augment Deep Lake. Once dedicated, the City shall, at its sole cost and expense, obtain and pay for any and all necessary permits, decrees and operation and maintenance costs associated with such water rights.

24. **Willow Lake.** Owner and Fort Lupton agree and acknowledge that Owner will not mine Willow Lake without further consent of Fort Lupton. However, Owner will dedicate the land described as Lot 3 on Exhibit H in accordance with paragraph 23, above.
25. **The Pond.** Owner and Fort Lupton agree that the area known as The Pond in the Prior Annexation Agreement shall not be mined.
26. **Development Impact Fees.** There shall be no Development Impact Fees payable by Annexor to the Town for (a) any Present Use of the Property, (b) uses allowed by Annexor's Use by Special Review #1255 as modified and/or any uses allowed by Annexor's Special Use Permits approved by Fort Lupton, including but not limited to future permitted sand and gravel mining related activities, hot asphalt plants, ready mixed concrete plants, water storage, water use, water sales, ancillary uses or other Present Use. Notwithstanding the foregoing, Owner shall be obligated to obtain and pay for any required building permits. However, the Owner shall not be required to pay a franchise fee to United Power otherwise payable as a result of annexation into Fort Lupton, and if collected, such fee shall be refunded to Owner.
27. **Road Maintenance Agreement.** The Town shall accept assignment of that certain Road Maintenance Agreement between Annexor and Weld County, Colorado, dated June 6, 2005 (as, at a minimum, it relates to Annexor and Annexor's Property) in its existing form and shall not require any changes, amendments or deletions to such Road Maintenance Agreement.
28. **Prior Annexation Agreement.** Subject to the conditions described in paragraph 30 below, the Parties expressly agree that the Prior Annexation Agreement shall be amended and superseded by this Annexation Agreement and Amendment to Existing Annexation Agreement. In the event of a conflict between the Prior Annexation Agreement and this Annexation Agreement and Amendment to Existing Annexation Agreement, the terms of this Annexation Agreement and Amendment to Existing Annexation Agreement shall

RESOLUTION NO. 2013R018

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE EVERIST NORTH MINOR SUBDIVISION, EVERIST SOUTH MINOR SUBDIVISION, LUPTON GARDEN TRACTS AMENDED PLAT, AND L. G. EVERIST, INC.'S FORT LUPTON SAND AND GRAVEL SPECIAL USE PERMIT LOCATED EAST AND ADJACENT TO COUNTY ROAD 23.5, NORTH AND ADJACENT TO COUNTY ROAD 14.5, EAST AND ADJACENT TO COUNTY ROAD 25, AND BOTH NORTH AND SOUTH AND ADJACENT TO COUNTY ROAD 18.

WHEREAS, the Planning Commission reviewed the Everist North Minor Subdivision, Everist South Minor Subdivision, Lupton Garden Tracts Amended Plat, and Special Use Permit during a public hearing on April 30, 2013; and,

WHEREAS, after review of the Everist North Minor Subdivision, Everist South Minor Subdivision, Lupton Garden Tracts Amended Plat, and Special Use Permit and consideration of staff comments, applicant presentation and public input recommended approval of the Yarbrough Minor Subdivision to City Council; and

WHEREAS, the City Council finds that the Everist North Minor Subdivision, Everist South Minor Subdivision, Lupton Garden Tracts Amended Plat, and Special Use Permit are in substantial 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 plans and supporting documentation, referral comments, as well as citizen input in response to this application. Based upon review of the applicable policies and goals in the Fort Lupton Land Use Plan, review of the Zoning Regulations, and analysis of referral comments, the City hereby approves the Everist North Minor Subdivision, Everist South Minor Subdivision, Lupton Garden Tracts Amended Plat, and Special Use Permit conditional upon the following:

- I. Lupton Garden Tracts Amended Plat:
 - A. All uses within the subdivision shall comply with the annexation agreement.
 - B. Development of the lots shall comply with the flood plain and floodway regulations.
 - C. The access road shall be a privately maintained road by the existing owners until such time that mining operations cease and a road improvements and maintenance agreement is made between the owners and the City.
 - D. Prior to recording the amended plat the applicant shall adequately address the Colorado Division of Water Resources referral comments.



II. Everist North Minor Subdivision and Everist South Minor Subdivision:

- A. All uses within the minor subdivisions shall comply with the annexation agreement.

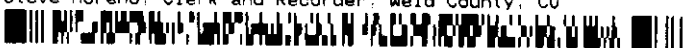
III. L. G. Everist, Inc.'s Fort Lupton Sand and Gravel Special Use Permit:

- A. Prior to recording the plat the applicant shall adequately address the referral comments of J & T Consulting, Inc. and Colorado Department of Transportation. The applicant should also take under advisement and adequately address the referral comments from the Fort Lupton Fire Protection District and the Corp of Engineers.
- B. Prior to mining activities occurring on the portions not covered by existing County or City Permits and/or a current oil/gas surface use agreement the applicant shall submit evidence that a surface use agreement has been completed for portions of the property not currently under an existing surface use agreement or provide adequate evidence that mineral interests rights have been provided for. The surface use agreement shall not limit the future open space use of the two parcels (Lots 2 and 3 of the Everist South Minor Subdivision) to be deeded to the City in the future per the annexation agreement.
- C. The following notes shall be placed on the plat:
- 1.) Noise: Every effort shall be made to minimize the impacts of noise. The facility shall adhere to the maximum permissible noise levels allowed in the Agricultural Zone District or per State requirements, whichever is more restrictive.
 - 2.) Dust: Dust control measures will be taken on interior roads. These measures include but are not limited to applying water or State approved dust suppressant chemicals as necessary. Fugitive dust emissions shall meet State air quality standards.
 - 3.) Odor: The State's Best Management Practices will be applicable to reduce or eliminate odors generated at this site.
 - 4.) Traffic: Truck traffic currently uses County Road 18. Prior to mining traffic use of County Road 14.5 (14th Street) an improvements agreement shall be in place in accordance with the annexation agreement. Continued maintenance of County Road 18 shall comply with the annexation agreement. The owner/operator shall maintain compliance with Colorado Department of Transportation's requirements including, but not limited to, obtaining all required access permits and performing required improvements.

- 5.) Light: All onsite lights associated with the mining and batch plant operations, excluding security and motion detectors, will be turned off after hours of operation as provided below. All onsite lighting on the property will direct light down and light shall not be directed onto adjacent properties.
- 6.) Hours of Operation: The hours of operation for sand and gravel operations and concrete and asphalt batch plants are the hours of daylight (give or take half an hour during busy periods), Monday through Saturday, except in the case of public or private emergency or to make necessary repairs to equipment. This restriction shall not apply to operation of administrative and executive offices or warm-up, repair and maintenance of facilities and/or equipment located on the property. The hours of operation shall not apply to on-going agricultural, residential and other approved non-conforming uses as allowed in the annexation agreement.

Hours of mining and batch plant operations may be extended with specific permission from the City Administrator or designee as detailed here. Applications for temporary exemptions from the provisions of this section shall be made to the City Administrator or his/her designee. In approving or denying a temporary exemption, consideration shall be given to the effective dates, hours of operation, type of noise, location, noise levels, equipment noise characteristics, lighting, and public health & safety. Permission will not be unreasonably withheld. The City Administrator or his/her designee shall notify the applicant of approval or denial of the application within two (2) business days after receipt of the written request.

- 7.) Safety: Gravel pit equipment operators and truck drivers will adhere to the best safety practices in and around the site when transporting materials. Truck unit identifications, telephone numbers and license plate numbers will be available to the City upon request.
- 8.) Plant Operation Standards: Emissions from concrete and asphalt batch plants and from the sand and gravel and processing shall not exceed State standards, as regulated by the Colorado Department of Public Health and Environment, Air Pollution Control Division. The owner/operator shall maintain compliance with all State air permits for the site and equipment. In the event that washing of vehicles will occur on the site, the applicant shall ensure that any vehicle washing area(s) shall capture all effluent and prevent discharges from the washing of vehicles in accordance with the Rules and Regulations of the Water Quality Control Commission and the Environmental Protection Agency.
- 9.) Tracking of dirt, mud and/or materials on public streets: The operator shall employ commercially feasible measures; including (a) paving the first one hundred (100) feet of the mine road as it approaches the access to public



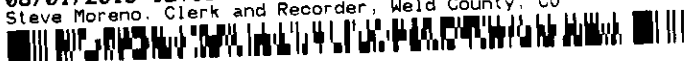
roads and (b) cleaning its transport trucks and equipment as necessary, in order to minimize the amount of debris (including soil, dust, mud, asphalt, ready-mix concrete, and other construction related aggregate products) attached to the outside of the aforementioned trucks and equipment prior to their leaving the mine site.

- 10.) Sweeping of public roads: If or when there are visible tracks and/or excessive amounts of debris associated with the operation of this facility (including soil, dust, mud, asphalt, ready-mix concrete, and other construction related aggregate products) deposited on public roads along the travel path of vehicles existing the site, all such public roads shall be swept by owner or operator at least once each day of operation or more often as reasonably required by the City to remedy and remove the aforementioned tracking and deposits of such debris from its public roads.
- 11.) Transfer of Special Use Permit: Any person or entity who purchases or otherwise acquires control of the mining operation or concrete and/or asphalt plant shall notify the City in writing of the change of ownership and/or control, including in the notice the effective date of the change as well as the name, address and telephone number of the new Owner or Operator. Such notice shall be provided to the City Administrator no more than ten (10) days after the effective date of the change in ownership or control. If a parcel(s) within the SUP is sold to a third party, L.G. Everist is released from further obligations under the SUP as it relates to those parcels. The obligations of the SUP shall go with the land and be transferred to the new Owner/Operator. The properties under the SUP shall maintain compliance with the annexation agreement.
- 12.) Suspension or Revocation of the Special Use Permit: The City Administrator or designee may suspend, revoke, modify, or place conditions of the continuation of a Special Use Permit upon a finding that the Owner and/or Operator has violated any of the provisions of the Special Use Permit, the Annexation Agreement, the Zoning Code, or other applicable ordinances and regulation of the City, or State, or Federal laws or regulations. During the appeal process, the mining operation, asphalt and/or concrete plant(s) may continue in operation provided, at a minimum, they remain in compliance with all state and federal laws and requirements.
 - a.) Other enforcement authorized: Nothing in this section shall prohibit the City from taking any other enforcement action provided for the Fort Lupton Municipal Code, the laws of the State of Colorado, or of the United States.
 - b.) Hearing on Suspension or Revocation: The Owner under the Special Use Permit shall be entitled to a quasi-judicial hearing before the City Administrator or designee if the City seeks to suspend, revoke, modify



or place conditions on a Special Use Permit based on a violation of the Special Use Permit and/or annexation agreement.

- (1) When there is probable cause to believe that a permittee has violated or permitted a violation of the Special Use Permit, Annexation Agreement, or other laws to occur, the City Attorney may file a written complaint with the City Administrator or designee setting forth the circumstances of the violation.
 - (2) The City Administrator or designee shall send a copy of the complaint by certified mail, return-receipt requested, to the Owner at the address as shown on the Special Use Permit application or notice or ownership transfer, together with a notice to appear before the City Administrator or designee for the purpose of a hearing to be conducted at a specified date and time and at a place designated in the notice to show cause why the Owners Special Use Permit should not be suspended, revoked, modified or subjected to new conditions. Such hearing shall be held on a date not less than fourteen (14) business days following the date of mailing of the complaint and notice to the Owner. An attorney or other representative(s) may represent the Owner at the hearing.
- c.) Conduct of Hearing: At the hearing, the City Administrator or designee shall hear and consider such evidence and testimony presented by the City enforcement officers, City Staff, the Owner, and/or any other witnesses presented by the City or the Owner that is relevant to the violations alleged in the complaint. The City Administrator or designee shall conduct the hearing in conformity with quasi-judicial proceedings and shall permit the relevant testimony of witnesses, cross examination, and presentation of relevant documents and other evidence. The hearing shall be recorded stenographically or by electronic recording device. Any person requesting a transcript of such record shall pay the reasonable cost of preparing the record.
- d.) Written Findings: The City Administrator or designee shall make written finding of fact from the statements and evidence offered and shall reach a conclusion as to whether the alleged violations occurred. Such written findings and conclusion shall be prepared and issued not more than fourteen (14) business days following the conclusion of the hearing. If the City Administrator or designee determine that a violation did occur which warrants suspension, revocation, modification or conditioning of the Special Use Permit pursuant to this section, he/she shall issue an order suspending, revoking, modifying or placing conditions to the Special Use Permit. A copy of the findings, conclusion, and order shall be mailed to the permittee by certified mail,

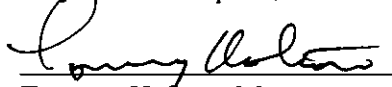


return receipt requested, at the address shown on the Special Use Permit application or change of ownership notice.

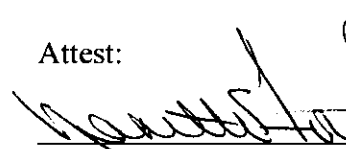
- e.) Appeals: For purposes of any appeal to the District Court, the City Administrator or designee's decision shall be final upon the earlier of the date of the Owner's or Operator's receipt of the finding, conclusion, and order or four (4) business days following the date of mailing of the City Administrator's or designee's decision. The order of the City Administrator or designee shall be final decision and may be appealed to the District Court pursuant to Colorado Rules of Civil Procedure 106(a)(4).
- f.) No refund and costs of enforcement: In the event of suspension, revocation, modification, conditioning, or cessation of business, no portion of the Special Use Permit fee shall be refunded. Any person whose Special Use Permit is suspended, revoked, modified under this section shall be required to pay the costs including, but not limited to, attorney's fees, expert witness and/or consultant fees, incurred by the City to enforce this permit.
- 13.) Land Berming: Owner has agreed to berm in areas where the gravel pits abut residential properties, as dictated by the noise study, when acceptable to the adjacent property owners (as shown on the mining plan) and approved by the City. Berming will help ensure that visual impacts are mitigated.
- 14.) Mining Operations: The City will not allow the Owner/Operator to commence mining operations until the State of Colorado Department of Minerals and Geology has issued and approved the MLRB 112 Reclamation Permit. The City will require a copy of the approved permit for file records.

**APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS
6th DAY OF MAY 2013.**

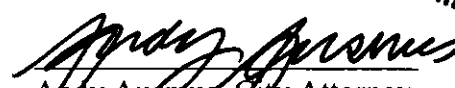
City of Fort Lupton, Colorado


Tommy Holton, Mayor

Attest:


Nanette S. Fornof, MMC
City Clerk

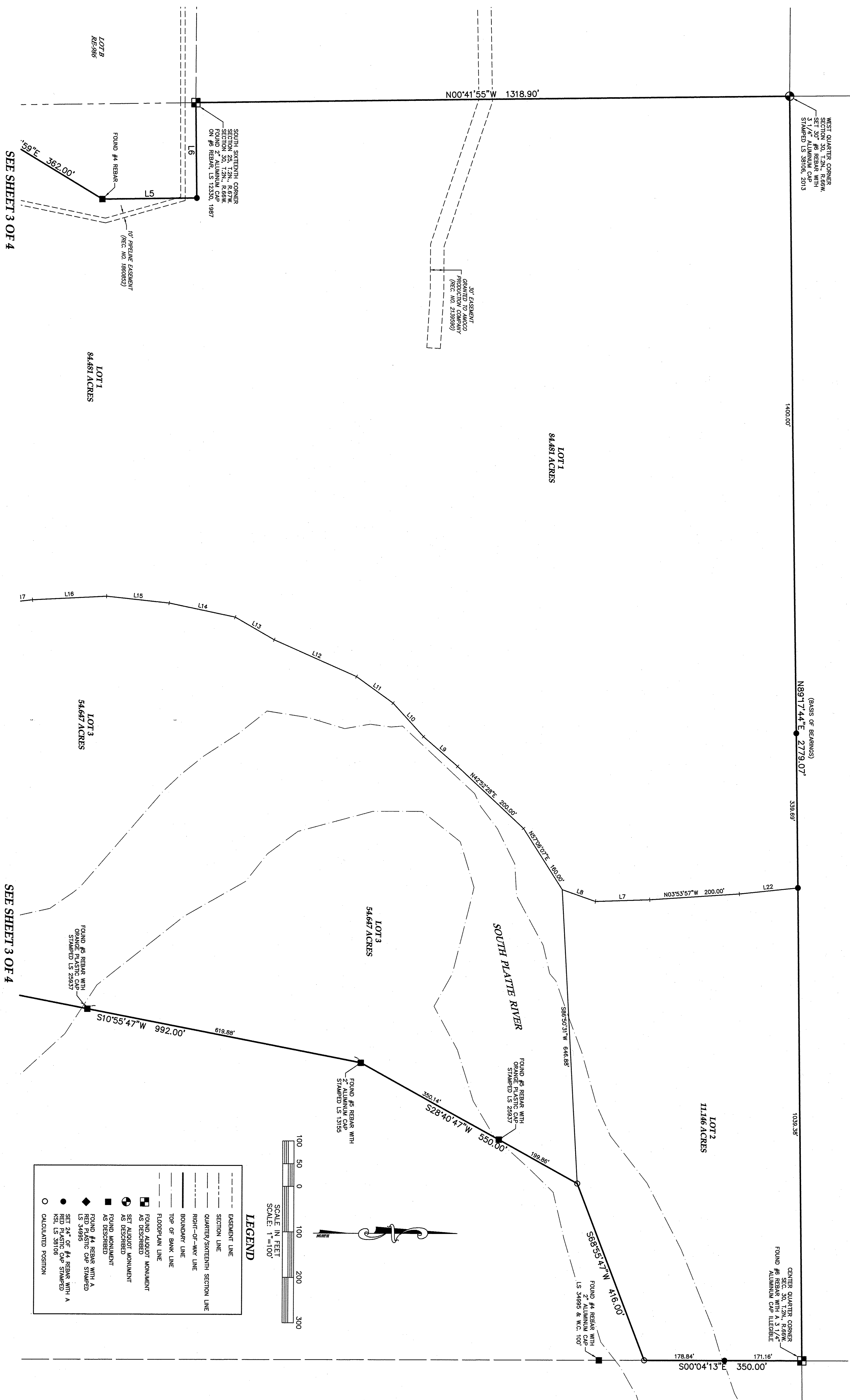
Approved as to form:


Andy Ausmus, City Attorney

DATE:	5/16/2013
FILE NAME:	SUB-MINOR-SOUTH
SCALE:	NA
DRAWN BY:	CSK
CHECKED BY:	MCD

SHEET 1 OF 4

EVERIST SOUTH MINOR SUBDIVISION



DATE:	5/16/2013
FILE NAME:	SUB-MINOR-SOUTH
SCALE:	1"=100'
DRAWN BY:	CSK
CHECKED BY:	MCD



KING SURVEYORS, INC.
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821

REVISIONS:	DATE:

EVERIST SOUTH MINOR SUBDIVISION
FOR
L.G. EVERIST INC.
7321 EAST 8TH AVENUE, SUITE 200
HENDERSON, CO 80640

PROJECT #:
2012083

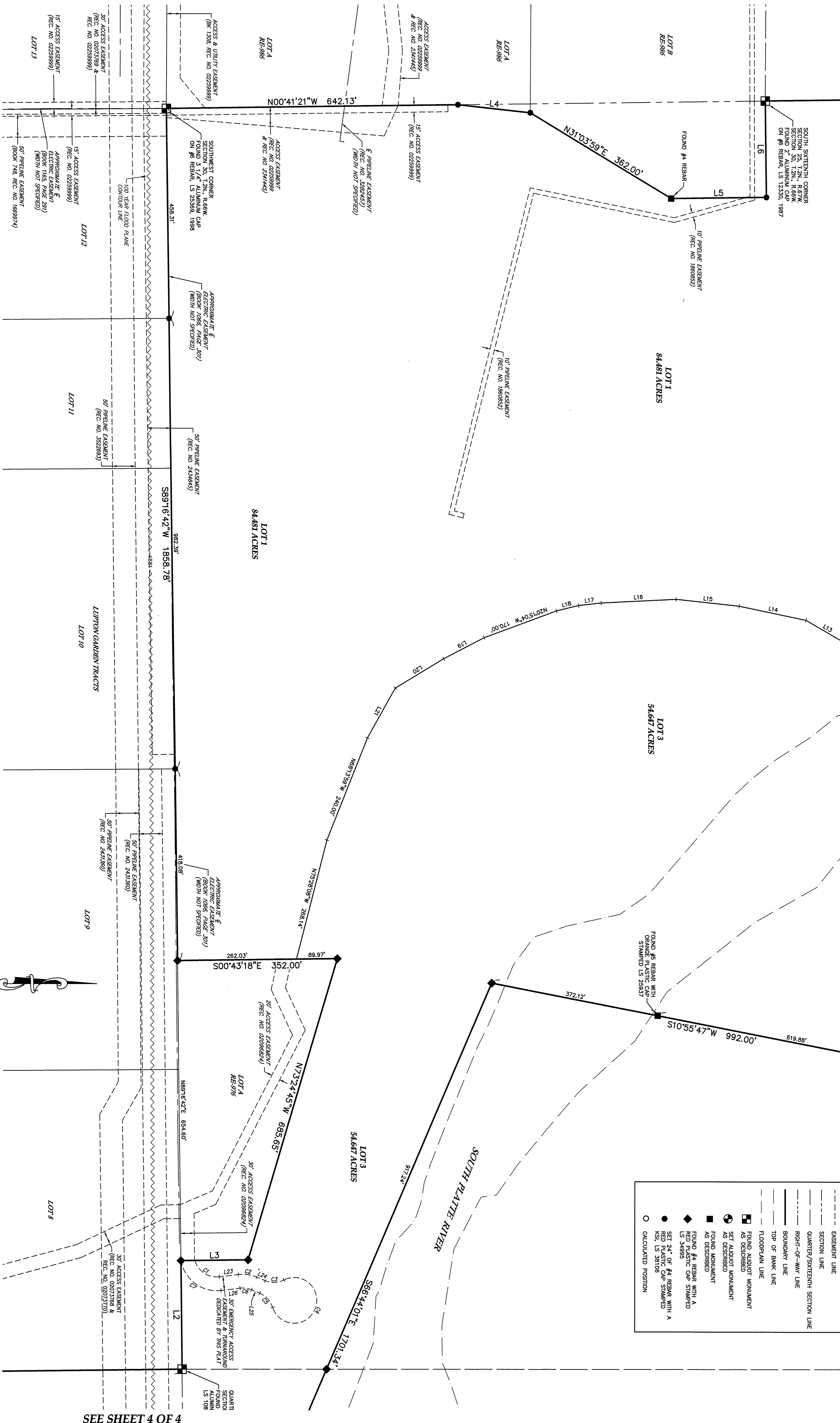
N

SHEET 2 OF 4

EVERIST SOUTH MINOR SUBDIVISION

SEE SHEET 2 OF 4

SEE SHEET 2 OF 4



SEE SHEET 4 OF 4

SEE SHEET 4 OF 4



KING SURVEYORS, INC.
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821

DATE: 5/16/2013

FILE NAME: SUB-MINOR-SOUTH

SCALE: 1"=100'

DRAWN BY: CSK

CHECKED BY: MCD

EVERIST SOUTH MINOR SUBDIVISION
FOR
L.G. EVERIST INC.
7321 EAST 8TH AVENUE, SUITE 200
HENDERSON, CO 80640

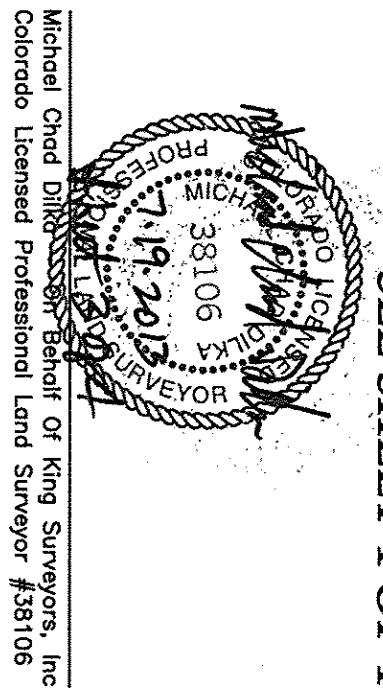
REVISIONS:

DATE:

PROJECT # 2012083

3

SHEET 3 OF 4



WARRANTY DEED

This Deed made this ___ day of June, 2020 between L.G. Everist, Incorporated, an Iowa corporation, whose address is 7321 E. 88th Ave., Suite 200, Henderson, CO 80640, GRANTOR, and The City of Fort Lupton, a Colorado municipal corporation, whose street address is 130 S. McKinley Ave., Ft. Lupton, CO 80621, GRANTEE:

WITNESS, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, Grantee's successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Weld, State of Colorado, described as follows:

See Exhibit A attached hereto and incorporated herein;

RESERVING UNTO GRANTOR, however, easements as specified on Exhibit B, attached hereto and incorporated herein;

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, Grantee's successors and assigns forever. The Grantor, for itself and its successors, does covenant, grant, bargain and agree to and with the Grantee, Grantee's successors and assigns, that at the time of the ensealing and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever: EXCEPT for taxes for the current year, a lien but not yet due or payable; and EXCEPT those matters shown on Exhibit B and C attached hereto and incorporated herein by this reference.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, Grantee's heirs, successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantors have caused their names to be hereunto subscribed the day and year first above written.

GRANTOR:

L.G. Everist, Incorporated, an Iowa corporation

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of June, 2020 by _____ as _____ of L.G. Everist, Incorporated, an Iowa corporation.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT A
(Legal Description)

Lot 3,
Everist South Minor Subdivision,
City of Fort Lupton,
State of Colorado

Also known as Weld County, Colorado
Tax parcels 130930301003 and 130931103001

DRAFT

EXHIBIT B
(Easement Reservation)

1. Reservation. From and after the date hereof, Grantor hereby reserves unto itself, its successors and assigns, a non-exclusive, perpetual easement, over and across those portions of the Property as described in Exhibit (the “Easement Area”) for the following purposes (collectively, the “Easement Activities”):
 - 1.1 Providing Grantor and its agents or successors and assigns access to construct, operate, maintain, repair and replace either an open ditch or a pipeline upon a non-exclusive twenty-five (25) foot pipeline and/or ditch right-of-way in order for the Grantor to convey water from the East Lateral of the Lupton Bottom Ditch and the South Platte River either directly to the South Platte river or indirectly to said river by way of the aforementioned pipeline and/or ditch right-of-way; provided that such right-of-way is along the most direct and practical route as approved by the Grantee, which approval will not be unreasonably withheld.
 - 1.2 Providing Grantor and its agents or successors access to construct, operate, maintain, repair and replace the water wells as may be reasonably necessary to utilize its water or to comply with its permits.
2. Grantor’s Covenants.
 - 2.1 Grantor shall provide to Grantee reasonable advance notice of Grantor’s exercise of this Easement except for routine periodic access to accomplish the Easement Activities provided for under this Easement.
 - 2.2 Grantor shall exercise its rights under this Easement so as to minimize interruption of Grantee’s operations on the Property and shall take all reasonable steps to keep any Easement Activities on the Property to a minimum and shall consult with Grantee prior to taking any action other than routine periodic inspections in order to minimize disruption or the use or enjoyment of its property.
 - 2.3 Grantor shall protect the Easement Area and any adjacent lands of Grantor or others from damage caused in whole or in part by acts or omissions of Grantee, its agents, employees, contractors, concessionaires, representatives, successors and assigns (collectively, and together with Grantor, “Grantor’s Responsible Parties”).
 - 2.4 All Easement Activities shall be performed at Grantor’s sole cost and expense.
 - 2.5 Grantor’s Responsible Parties shall enter onto the Easement Area and utilize the easement granted hereunder at their own risk and they further assume all risks related to the same. Grantee shall have no liability to Grantor’s Responsible Parties

for any and all claims, damages, losses, liens, costs, liabilities, fines, and expenses (including reasonable attorneys' fees and court costs), damage to or destruction of property, and death of or injury to any person related to or arising from entry onto the Easement Area and Grantee is hereby irrevocably and forever released from the same.

- 2.6 In all actions undertaken on the Easement Area by any of Grantor's Responsible Parties, all work shall be completed in a workmanlike manner, free of all liens (including mechanic's liens) and encumbrances on the Easement Area.
- 2.7 Grantor shall not cause, or permit to be caused by any of Grantor's Responsible Parties, any Hazardous Materials (as defined below) to be transported to, or dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Area or any other lands owned by Grantor. "Hazardous Materials" means substances, materials or waste, the generation, handling, storage, treatment or disposal of which is regulated by any local, state or federal government authority or laws, as a "hazardous waste," "hazardous material," hazardous substance," "pollutant," or "contaminant" and including, without limitation, those designated as a "hazardous substance" under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S. C. Secs. 1321, 1317), defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), or defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601), and, including, without limitation, petroleum products and byproducts, PCBs and asbestos.
- 2.8 Grantor shall comply with all applicable federal, state and local laws, rules and ordinances in connection with its use of the Easement Area and has or shall obtain all permits and approvals required by applicable governmental or quasi-governmental entities in connection with Grantor's Easement Activities and use of the Easement Area as permitted hereunder.
- 2.9 This Easement and rights granted herein shall not be used in such a manner as to violate any county regulation, city ordinance or state or federal law, rule or regulation.
- 2.10 Grantor shall utilize the Easement in such a manner so as to avoid any material interruption of or interference with Grantee's use of the subject property.
- 2.11 Grantor shall obtain, keep in force and maintain and cause each of its contractors to obtain, keep in force and maintain, at no cost to Grantee, policies of insurance of the types and in the amounts required by Grantee.
- 2.12 Grantor shall be solely responsible at its own cost and expense for any and all permits or any other approvals required by any federal, state or local governmental or quasi-governmental entity as may be required for Grantor's

exercise of its rights under this Easement.

- 2.13 Grantor shall, from time to time, execute such documentation, in a recordable form, as Grantee may request for the purposes of identifying the Easement Area.

3. Indemnification.

- 3.1 Grantor shall indemnify, protect, hold harmless and, in Grantee's sole discretion, defend (with counsel reasonably acceptable to Grantee) Grantee, and its officers, employees, agents and attorneys and their successors and assigns (collectively with Grantee, the "Indemnitees") from and against any and all claims, damages, losses, liens, costs, liabilities, fines, and expenses (including reasonable attorneys' fees and court costs), damage to or destruction of property, and death of or injury to any person (collectively, "Losses"), caused by, arising out of or resulting from the breach by Grantor or Grantor's Responsible Parties of any representation, warranty or covenant hereunder, or the exercise by any of Grantor's Responsible Parties of the rights granted hereunder, or arising out of or in any way related to any claim made regarding any of Grantor's Responsible Parties' use of the Easement Area or failure to comply with this Easement, or any damage caused by any of Grantor's Responsible Parties to the Easement Area, or mechanics liens filed against the Easement Area as a result of the actions or inactions of any of Grantor's Responsible Parties. Such indemnity, hold harmless and (in Indemnitee's sole discretion) defense (with counsel reasonably acceptable to the Indemnitees) also shall include, but not be limited to, Losses arising from the Easement Activity or Losses caused by any of Grantor's Responsible Parties.

- 3.2 Without limiting the generality of the foregoing indemnity, Grantor further agrees to indemnify, protect, hold harmless and, in the Indemnitees' sole discretion, defend (with counsel reasonably acceptable to the Indemnitees) the Indemnitees against and in respect of any and all damages, claims, liens, losses, liabilities, penalties, fines, costs and expenses (including, without limitation, reasonable legal, accounting, consulting, and engineering fees and related costs) that may be imposed on, incurred by, or asserted against the Indemnitees by any other party or parties (including, without limitation, a governmental entity) arising out of, in connection with, or relating to the presence of any Hazardous Materials on the Easement Area caused or permitted by any of Grantor's Responsible Parties, but specifically excluding therefrom any hazardous materials on the Easement Area caused or permitted by parties who are not included within Grantor's Responsible Parties.

4. Easement Runs with Land. This Easement shall burden, attach to and run with the Property, and shall be binding not only upon Grantee, but also upon its successors and assigns and any other person or persons which may acquire an ownership or leasehold interest in all or any portion of the Property. The terms and provisions of this Easement shall not expire and shall be perpetual unless specifically released in writing by the Grantor or its successors or assigns. The rights granted hereunder to Grantor are personal to Grantor and may not be assigned by Grantor without Grantee's prior written consent, which consent shall not be

unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Grantee's consent shall not be required for such assignment by Grantor to any party acquiring title to any water right or well, provided, that Grantee is given advance written notice of such assignment.

DRAFT

EXHIBIT C
(Exceptions to Title)

1. Right of way for County Roads 30 feet on either side of Section and Township lines, as established by the Board of County Commissioners for Weld County, recorded October 14, 1889, in Book 86 at Page 273.
2. Easement for electric power transmission lines, granted to Colorado Central Power Company by H. H. Ewing by instrument recorded July 5, 1934 in Book 962 at Page 259.
- 3 . Easement for electric transmission and/or distribution lines, as granted to Colorado Central Power Company by Harry A. Ewing, in the instrument recorded July 30, 1940 in Book 1066 at Page 301 .
4. Oil, Gas and Mineral Lease between Harry A. Ewing and T. S. Pace dated February 11 , 1970, recorded March 6, 1970 in Book 621 as Reception No. 1543447, and any interests therein or rights thereunder, as modified by the Memorandum of Surface Use Agreements recorded April 4, 2005 at Reception Nos. 3274339 and 3274340, and May 2, 2005 at Reception No. 3282458 and as further modified by the Relinquishment and Quitclaim of Surface Rights to Property recorded September 15, 2014 at Reception No. 4045960.
Note: Affidavit of Extension of Oil and Gas Lease, recorded December 21 , 1992 in Book 1363 as Reception No. 2315354. NOTE: Request for Notification of Surface Development recorded April 21 , 2006 at Reception No. 3381122.
5. Right of Way Agreement recorded February 7, 1973 at Reception No. 1606764.
6. Right of Way Agreement recorded August 24, 1976 at Reception No. 1696937.
7. Right of Way Agreement granted to Amoco Production Company, recorded June 17, 1981 at Reception No. 1860852. NOTE: Quitclaim Deed and Partial Release recorded July 21 , 2015 at Reception No. 4126464.
8. The following notices pursuant to CRS 9-1.5-103 concerning underground facilities have been filed with the Clerk and Recorder:
 - (a) Mountain Bell Telephone Company recorded October 1, 1981 in Book 949 at Reception No. 1870705.
 - (b) Western Slope Gas Company recorded March 9. 1983 in Book 990 at Reception No. 1919757.
 - (c) Associated Natural Gas, Inc. recorded July 20, 1984 in Book 1037 at Reception No. 1974810 and recorded October 1, 1984 in Book 1045 at Reception No. 1983584 and recorded March 3, 1988 in Book 11 87 at Reception No. 2132709 and recorded April 10, 1989, in Book 1229 at Reception No. 21 75917.
 - (d) Panhandle Eastern Pipe Line Company, recorded October 1, 1981 in Book 949 at Reception No. 1870756 and recorded June 26, 1986 in Book 1117 at Reception No. 2058722.
 - (e) Colorado Interstate Gas Company recorded August 31, 1984 in Book 1041 at Reception No. 1979784.
 - (f) Union Rural Electric Association, Inc., recorded October 5, 1981 in Book 949 at Reception No. 1871 004.
 - (g) Western Gas Supply Company recorded April 2, 1985 in Book 1063 at Reception No. 2004300.
 - (h) Public Service Company of Colorado recorded November 9, 1981 in Book 952 at Reception No. 1874084.
 - (i) St. Vrain Sanitation District, recorded December 14, 1988 at Reception No. 2164975.
 - U) United Power, Inc., recorded January 24, 1991 at Reception No. 2239296.
9. Right of Way Grant recorded February 28, 1983 at Reception No. 01918751 .
10. All oil, gas and other mineral rights, as reserved by Pioneer Land & Cattle Company, a Limited Partnership in the Deed to Richard S. Shannon, Jr., Trustee; Robert S. Brown, Trustee; and Richard S. Shannon, III, Trustee, recorded March 19, 1985 in Book 1062 as Reception No. 2002451 , and any interests therein or rights thereunder.
11. Easement granted to Pioneer Land and Cattle Company, a Colorado Limited Partnership by Grant of Right-of-Way recorded October 17, 1986 as Reception No. 2073769 and by Amended Grant of Right-of-Way recorded December 30, 1987 as Reception No. 2126426, as reaffirmed by Corrective General Warranty Deed with Grant and Reservation of Non-exclusive Access Easements and Reservation of Minerals recorded August 19, 1991 at Reception No. 2259999.
12. Right of Way granted to Amoco Production Company, a Delaware Corporation recorded April 29, 1988 at Reception No. 2139590.

- 13 . Terms, conditions, provisions, agreements and obligations contained in the Private Road Agreement recorded July 16, 1993 in Book 1392 at Reception No. 2341445.
14. Public Service Company of Colorado Easement recorded May 9, 1995 at Reception No. 2437633.
15. An easement for pipeline and incidental purposes granted to Kerr-McGee Gathering LLC by the instrument recorded May 2, 2005 at Reception No. 3282457.
16. Terms, conditions, provisions, agreements and obligations contained in the Campbell Pit Annexation #1 and #2, Annexation Agreement recorded September 21 , 2005 at Reception No. 3324694.
17. Right of Way Agreement recorded August 31, 2006 at Reception No. 3416226.
18. Right of Way Agreement recorded January 14, 2008 at Reception No. 3528939.
19. Access and Improvements Easement Agreement recorded June 23, 2011 at Reception No. 3775913.
20. Surface Use Agreement recorded July 26, 2011 at Reception No. 3782269.
NOTE: First Amendment recorded July 30, 2015 at Reception No. 4129145.
21. Pipeline Right-of-Way Grant with Receiver/Valve Site recorded October 4, 2012 at Reception No. 3878617.
22. Resolution No. 2013R018 recorded August 1, 2013 at Reception No. 3952537.
23. Ordinance No. 2013-956 recorded August 1, 2013 at Reception No. 3952538.
24. Annexation Agreement and Amendment to Existing Annexation Agreement recorded August 1, 2013 at Reception No. 3952539 and First Amendment recorded April 30, 2015 at Reception No. 4103214.
25. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Everist South Minor Subdivision recorded August 1, 2013 at Reception No. 3952542.
26. All matters as shown on Fort Lupton Sand and Gravel Special Use Permit #2013-001 recorded August 21 , 2013 at Reception No. 3958098.
27. Ordinance No. 2013-964 recorded April 30, 2015 at Reception No. 4103213.
28. Surface Use Agreement recorded July 20, 2015 at Reception No. 4126214.



Upcoming Events

November 7-14 th	Field of Honor, Pearson Park
November 10 th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
November 11 th	City Offices Closed in Observance of Veteran’s Day
November 17 th	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
November 24 th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
November 26-27 th	City Offices Closed in Observance of the Thanksgiving Holiday