City of Fort Lupton
City Council Agenda
Regular Meeting
7:00 p.m.
130 South McKinley Avenue
June 6, 2016

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 five (5) minutes - Mayor Holton

Approval Of Agenda

Review Of Accounts Payables

a. **06062016 Accounts Payables**

Documents: 06062016 Accounts Payables.pdf

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 from the Consent Agenda and considered at the end of the Consent Agenda.

a. **05162016, City Council Meeting Minutes**

Documents: 05162016 City Council Meeting Minutes.pdf

b. **AM 2016-079, Approve Resolution Amending The General Guidelines For The Advisory Committee**

Documents: AM 2016-079, Approve Resolution Amending The General Guidelines For Advisory Committee.pdf

c. **AM 2016-082, Approve Resolution Authorizing The Mayor To Execute The IGA With Fort Lupton Urban Renewal Authority**

Documents: AM 2016-082, Approve Resolution For The FLURA IGA Execution.pdf

d. **AM 2016-083, Declare Surplus And Authorize Sale**

Documents: AM 2016-083, Declare Surplus And Authorize Sale.pdf

e. **AM 2016-085, Accept The Energy & Mineral Impact Assistant Grant For The Reconstruction Of A Portion Of Weld County Road 16 - $379,875**

Documents: AM 2016-085, Acceptance Of The Energy And Mineral Impact Assistant Grant - 379,875.Pdf

f. **AM 2016-086, Municipal Court Donations To Back-To-School Supply Drive To Benefit Weld RE-8 School District**

Documents: AM 2016-086, Municipal Court Donations To Back To School Supply Drive - RE-8 School District.pdf

g. **Second Reading Ord 2016-999, Adopt Public Works Backflow Prevention/Cross Connection Control Plan**

Documents: Second Reading Ordinance 2016-999, Backflow Prevention, Cross Connection Control.pdf

h. **Second Reading Ord 2016-1000, To Require A Fee Deposit For Oil And Gas Permit Applications**

Documents: Second Reading Ordinance 2016-1000, Fee Deposit For Oil And Gas Permit Applications.pdf

Action Memorandum

a. **AM 2016-078, Authorize The 3rd Year Of The Agreement With J & M Displays To Provide A 4th Of July Fireworks Display - $15,000**

Documents: AM 2016-078, Authorize The J And M Displays Agreement - 15,000.Pdf

b. **AM 2016-080, Execute Agreement With UPRR For Drainage Facilities Related To County Road 16 Improvements Project**

Documents: AM 2016-080, Approve Agreement With UPRR For Drainage Facilities For Road 16 Improvements Project.pdf

c. **AM 2016-081, Award Survey Contract For CR 23.5 And Historic**

c. **AM 2016-081, Award Survey Contract For CR 23.5 And Historic Parkway To Acklam, Inc. - $10,550**

Documents: AM 2016-081, Award Survey Contract For CR 23.5 And Historic Parkway To Acklam, Inc For 10,550.Pdf

d. **AM 2016-084, Approving Costs From United Power And Wayne's Electric To Install Power To The Restroom And Northside Of Koshio Park**

Documents: AM 2016-084, Approving Costs From United Power And Waynes Electric For Restroom At Koshio Park.pdf

Staff Reports

Mayor/Council Reports

Future City Events

a. **06062016 City Events**

Documents: 06062016 Up Coming Events.pdf

Adjourn

Report Criteria:
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Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq Amount
05/10/2016	80919	ACE HARDWARE OF FORT LUPTO	GOLF-HOSE DISC,ADAPTR,CLAMP	53743/1	20.97
05/10/2016	80919	ACE HARDWARE OF FORT LUPTO	GOLF-THREAD SEAL TAPE,DRAIN	53746/1	8.28
05/12/2016	80919	ACE HARDWARE OF FORT LUPTO	GOLF-CASTER PLATE,FASTENERS	53806/1	16.72
05/12/2016	80919	ACE HARDWARE OF FORT LUPTO	GOLF-PLYWOOD	53807/1	27.99
Total 80919:					73.96
05/10/2016	80920	AMERICAN EAGLE DISTRIBUTING	GOLF-BUDLIGHT KEG BEER	118644	86.00
05/12/2016	80920	AMERICAN EAGLE DISTRIBUTING	GOLF-VARIOUS BOTTLED&CANNED BEERS	120948	602.45
Total 80920:					688.45
05/12/2016	80921	BEER BY DESIGN BREWERY LLC	GOLF-CASCADE MTN,BRUNETTE BROWN BEER	549	225.00
Total 80921:					225.00
05/13/2016	80922	EAGLE NEST GOLF TEE	GOLF-CHALK BOARD SIGNS	109103	360.00
Total 80922:					360.00
05/17/2016	80923	HIGH COUNTRY BEVERAGE CORP	GOLF-CANNED BEERS	W-2355771	445.95
Total 80923:					445.95
05/12/2016	80924	JOHN DEERE FINANCIAL	GOLF-PAY#2 MOWER LEASE	1694646-PA	5,753.10
Total 80924:					5,753.10
05/03/2016	80925	NIKE GOLF	GOLF-CUSTOM VAPOR FLY IR STEEL	986036205	424.00
04/27/2016	80925	NIKE GOLF	GOLF-VAPOR FLY,METHOD MATTERS	986365972	505.58
Total 80925:					929.58
05/09/2016	80926	O'REILLY AUTO PARTS	GOLF-CCP INDUST	4489-281576	120.80
Total 80926:					120.80
05/06/2016	80927	R&R PRODUCTS INC	GOLF-LOCKNUT BRACKET	CD2013141	51.45
05/10/2016	80927	R&R PRODUCTS INC	GOLF-SMOOTH ROLLER SCRAPER	CD2014349	168.30
05/11/2016	80927	R&R PRODUCTS INC	GOLF-BEDKNIFE,GRIND WHEEL	CD2014865	357.32
Total 80927:					577.07
05/12/2016	80928	SHAMROCK FOODS COMPANY	GOLF-SAUCE,CHICKEN,BEEF,FRANKS,ETC	18111982	499.43
05/12/2016	80928	SHAMROCK FOODS COMPANY	GOLF-CUPS,CONDIMENTS,BAR MIX	18111982	180.84
05/12/2016	80928	SHAMROCK FOODS COMPANY	GOLF-DRINK SYRUP,CREAMER,PRETZELS	18111982	151.19
05/12/2016	80928	SHAMROCK FOODS COMPANY	GOLF-LESS WAFFLE FRIES NOT DELIVERED	18111982	25.92-
05/13/2016	80928	SHAMROCK FOODS COMPANY	GOLF-WAFFLE FRIES	18114571	25.92
Total 80928:					831.46

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq Amount
05/13/2016	80929	UNITED POWER	GC-APR'16 ELECTRIC-CLUBHOUSE	1194602 AP	622.37
05/13/2016	80929	UNITED POWER	GC-APR'16 ELECTRIC-PUMP HOUSE	1195001 AP	3,012.33
05/13/2016	80929	UNITED POWER	GC-APR'16 ELECTRIC-MAINT BLDG	1195701 AP	378.16
05/13/2016	80929	UNITED POWER	GC-APR'16 ELECTRIC-PAVILLION	6601202 AP	20.49
Total 80929:					4,033.35
05/11/2016	80930	ACE HARDWARE OF FORT LUPTO	GOLF-LEVELS	53758/1	23.98
05/17/2016	80930	ACE HARDWARE OF FORT LUPTO	GOLF-LEVELERS,TEES	53892/1	19.46
05/18/2016	80930	ACE HARDWARE OF FORT LUPTO	GOLF-FASTENERS	53927/1	1.10
05/20/2016	80930	ACE HARDWARE OF FORT LUPTO	GOLF-CAT CHOW,BIRD SPIKE,SUN TAN SPRAY	53968/1	69.96
Total 80930:					114.50
05/23/2016	80931	AMERICAN EAGLE DISTRIBUTING	GOLF-CANNED BEERS	124591	95.40
05/24/2016	80931	AMERICAN EAGLE DISTRIBUTING	GOLF-BRAGVW BBL	125809	77.00
Total 80931:					172.40
04/30/2016	80932	BLACK CLOVER ENTERPRISES LL	GC-HATS FOR RESALE-PROSHOP	51778	1,149.55
Total 80932:					1,149.55
05/19/2016	80933	BREAKTHRU BEVERAGE GROUP	GOLF-VARIOUS LIQUORS	322064621	139.30
Total 80933:					139.30
05/03/2016	80934	CALLAWAY GOLF SALES COMPAN	GOLF-CHROME SOFT	926826023	195.18
Total 80934:					195.18
05/23/2016	80935	CITY OF FORT LUPTON	GOLF-APR16 POSTAGE	FIN2016121	33.84
05/23/2016	80935	CITY OF FORT LUPTON	Golf- P card charges for March-GOLF	FIN2016123	88.79
05/23/2016	80935	CITY OF FORT LUPTON	Golf- P card charges for March-GOLF	FIN2016123	3,477.00
05/23/2016	80935	CITY OF FORT LUPTON	Golf- P card charges for March-GOLF	FIN2016123	364.00
05/23/2016	80935	CITY OF FORT LUPTON	Golf- P card charges for March-GOLF	FIN2016123	181.60
05/23/2016	80935	CITY OF FORT LUPTON	Golf- P card charges for March-GOLF	FIN2016123	90.00
05/23/2016	80935	CITY OF FORT LUPTON	Golf- P card charges for March-GOLF	FIN2016123	66.80
05/23/2016	80935	CITY OF FORT LUPTON	Golf- P card charges for March-GOLF	FIN2016123	10.01
05/23/2016	80935	CITY OF FORT LUPTON	Golf- P card charges for March-GOLF	FIN2016123	31.52
05/23/2016	80935	CITY OF FORT LUPTON	Golf- P card charges for March-GOLF	FIN2016123	127.20
Total 80935:					4,470.76
05/18/2016	80936	COMCAST CABLE COMM, LLC	GOLF-JUN16 CABLE SVCS	6460025494	8.49
Total 80936:					8.49
12/09/2015	80937	FERRELLGAS LP	GOLF-REFUND OF TAX	1089882447	23.35-
01/05/2016	80937	FERRELLGAS LP	GOLF-REFUND ON TAX	1090246627	27.57-
05/17/2016	80937	FERRELLGAS LP	GOLF-PROPANE FUEL SUPPLIES	1092046799	435.03
Total 80937:					384.11
05/18/2016	80938	GOLF & SPORT SOLUTIONS, LLC	GOLF-BUNKER SAND	24793	846.72

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq Amount
Total 80938:					846.72
05/20/2016	80939	HIGH COUNTRY BEVERAGE CORP	GOLF-LEINE SUMMER SHANDY	2780-167	146.00
05/24/2016	80939	HIGH COUNTRY BEVERAGE CORP	GOLF-VARIOUS CANNED BEERS	W-2356718	1,186.55
Total 80939:					1,332.55
04/01/2016	80940	LL JOHNSON DISTRIBUTING	GOLF-BUSHING,BEARING,SHIM,ORINGS	1711212-00	199.10
Total 80940:					199.10
05/12/2016	80941	OFFICE DEPOT	GOLF-PAPER,HANG FOLDER,POSTIT,LABELS,MARKER	8392773090	135.86
Total 80941:					135.86
04/07/2016	80942	O'REILLY AUTO PARTS	GOLF-HYD FILTER	4489-275191	17.44
04/08/2016	80942	O'REILLY AUTO PARTS	GOLF-SOCKET HOLDER,TIES	4489-275375	24.97
04/13/2016	80942	O'REILLY AUTO PARTS	GOLF-VUL CEMENT,PATCH KIT,STITCHR	4489-276627	11.24
04/28/2016	80942	O'REILLY AUTO PARTS	GOLF-BRAKE CLEANER	4489-279428	16.14
05/18/2016	80942	O'REILLY AUTO PARTS	GOLF-GREASE,CARB CLEANER,MIN SPIRITS	4489-283383	135.62
Total 80942:					205.41
04/20/2016	80943	REPUBLIC NATIONAL DISTRIBUTIN	GOLF-VODKA	3614681	169.85
05/20/2016	80943	REPUBLIC NATIONAL DISTRIBUTIN	GOLF-RED BULL, IRISH CREAM	3651685	136.13
04/15/2016	80943	REPUBLIC NATIONAL DISTRIBUTIN	GOLF-RTN VODKA	976932	169.80-
Total 80943:					136.18
05/19/2016	80944	SHAMROCK FOODS COMPANY	GOLF-FRIES,FRANKS,BWURST,CHICKEN,SAUSAGE,DRESSING	18122390	307.39
05/19/2016	80944	SHAMROCK FOODS COMPANY	GOLF-WATER,CRACKERS,COFFEE,NUTS,CANDY BARS	18122390	418.69
05/20/2016	80944	SHAMROCK FOODS COMPANY	GOLF-CHILI SAUCE,CHICKEN WING	18124749	132.78
Total 80944:					858.86
05/17/2016	80945	SWIRE COCA-COLA	GOLF-VARIOUS CANNED DRINKS	3622099308	371.60
05/20/2016	80945	SWIRE COCA-COLA	GOLF-PWRD GRAPE DRINK	36U3612182	44.16
Total 80945:					415.76
05/13/2016	80946	WAXIE SANITARY SUPPLY	GOLF-TRASH BAGS,CLEAN PADS,DEODORANT	75974275	125.82
Total 80946:					125.82
05/17/2016	80947	XCEL ENERGY-GAS	GOLF-APR/MAY16 GAS USAGE	5322229501	157.15
Total 80947:					157.15
05/30/2016	80948	ACE HARDWARE OF FORT LUPTO	GOLF-ICE PICK,KEY,DISC FML,TOOLS	54171/1	23.41
Total 80948:					23.41
06/01/2016	80949	AMERICAN EAGLE DISTRIBUTING	GOLF-VARIOUS BEERS	129407	770.35

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq Amount
Total 80949:					770.35
05/19/2016	80950	CALLAWAY GOLF SALES COMPAN	GOLF-LM ADJ CHAR/AGRN	926871839	59.02
Total 80950:					59.02
05/19/2016	80951	CENTURYLINK	GOLF-MAY/JUN16 PHONE SVCS	3038573945	48.23
Total 80951:					48.23
05/23/2016	80952	CITY OF FORT LUPTON	GOLF-PAYROLL 04/23-05/13/16 PAID 05/13/16	FIN2016125	17,642.45
05/26/2016	80952	CITY OF FORT LUPTON	GOLF-COMCAST 43188750 05/15-06/14/16	FIN2016127	210.51
05/26/2016	80952	CITY OF FORT LUPTON	GOLF-EAP PROG JUN 16 ANTHEM	FIN2016128	61.60
Total 80952:					17,914.56
05/31/2016	80953	CITY OF FT LUPTON-UTIL INVOICE	GOLF-MAY'16 WATER USAGE-CLUBHOUSE	11249001 M	51.96
05/31/2016	80953	CITY OF FT LUPTON-UTIL INVOICE	GOLF-MAY'16 WATER USAGE-IRRIGATION	11252001 M	1,541.34
05/31/2016	80953	CITY OF FT LUPTON-UTIL INVOICE	GOLF-MAY'16 WATER USAGE-RESTROOM	11252101 M	4.86
05/31/2016	80953	CITY OF FT LUPTON-UTIL INVOICE	GOLF-MAY'16 WATER USAGE-MAINT SHOP	77214501 M	9.31
Total 80953:					1,607.47
05/27/2016	80954	ECOLAB PEST ELIMINATION DIV	GOLF-COCHROACH/RODENT CONTROLL PROG	7713957	115.31
Total 80954:					115.31
06/01/2016	80955	HIGH COUNTRY BEVERAGE CORP	GOLF-VARIOUS BEERS	W-2357515	378.50
06/01/2016	80955	HIGH COUNTRY BEVERAGE CORP	GOLF-2 KEGS RETURNED	W-2357515	60.00-
Total 80955:					318.50
05/28/2016	80956	MAXX HD SUNGLASSES	GOLF-VARIOUS SUN GLASSES	148770	273.77
Total 80956:					273.77
05/16/2016	80957	NIKE GOLF	GOLF-TECH CAP	987264962	40.80
Total 80957:					40.80
04/20/2016	80958	OAKLEY INC	GOLF-JACKETS RTN CREDIT	9000123073	835.00-
05/06/2016	80958	OAKLEY INC	GOLF-POLOS	9000141180	906.23
Total 80958:					71.23
05/12/2016	80959	OFFICE DEPOT	GOLF-MARKER,PERM	8392774600	8.58
Total 80959:					8.58
05/23/2016	80960	R&R PRODUCTS INC	GOLF-REEL,BEARING,BRACKET,TAPE MEASURE	CD2019440	603.75
Total 80960:					603.75
05/23/2016	80961	SHAMROCK FOODS COMPANY	GOLF-BUNS,MEAT,FLOUR	18127641	416.57
05/23/2016	80961	SHAMROCK FOODS COMPANY	GOLF-JUICE	18127641	19.11

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq Amount
05/23/2016	80961	SHAMROCK FOODS COMPANY	GOLF-SPRING WATER,FLT BEV,TEA	18127641	117.37
Total 80961:					553.05
05/25/2016	80962	SOUTHERN WINE & SPIRITS OF CO	GOLF-VARIOUS LIQUORS	1237001	347.10
Total 80962:					347.10
05/20/2016	80963	SPL INTERNATIONAL, INC	GOLF-LONG & HUGE RIP STICXX	50619	159.49
Total 80963:					159.49
05/24/2016	80964	SWIRE COCA-COLA	GOLF-VARIOUS CANNED DRINKS	3622099808	206.22
Total 80964:					206.22
05/20/2016	80965	WAXIE SANITARY SUPPLY	GOLF-SOAP,HIGH CAP,GREEN SEAL	75988496	257.61
Total 80965:					257.61
Grand Totals:					48,464.87

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Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
10001	DISCOUNT ATTENTION GETTERS!	FLURA-CHECK FOR FLURA ACCOUNT	250	1	243.10
Total 10001:					243.10
59206	ACTIVE NETWORK	REC-CARD READER I PAD	11077239	1	291.50
Total 59206:					291.50
59207	ADVANCED URGENT CARE AND O	GF-CLIENT MEDICAL-POLICE	31762C4045	1	220.00
Total 59207:					220.00
59208	ARAMARK UNIFORM SERVICES IN	CPR-DOOR MAT SERVICE	492289854	1	46.77
59208	ARAMARK UNIFORM SERVICES IN	REC-DOOR MAT SERVICE	492289854	2	46.78
59208	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-B&G	492289854	3	94.56
59208	ARAMARK UNIFORM SERVICES IN	GF-DOOR MAT SERVICE-CITY HALL	492289855	1	35.73
59208	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-PW SHOP	492289855	2	116.91
Total 59208:					340.75
59209	ASPHALT SPECIALTIES CO	STX-1/2 MIX OF ASPHALT	2513399	1	482.09
59209	ASPHALT SPECIALTIES CO	STX-17.84 TON OF ASPAHLT	2514051	1	865.25
Total 59209:					1,347.34
59210	BG'S JAPANESE DESIGNS	GF-BADGE EMB & NAME-POLICE	5242	1	26.50
Total 59210:					26.50
59211	BSN SPORTS, INC	CPR-PUMP,NAILS,RAKE-ATHLETIC	97892228	1	499.85
Total 59211:					499.85
59212	CH2M HILL	GF-2016 GOLD SPONSORSHIP/OMI TOURNAMENT-LEGIST	2016 OMI TO	1	1,575.00
Total 59212:					1,575.00
59213	CHAMBER OF COMMERCE	GF-MAY16 LUNCHEON-CITY CLERK	2729	1	10.00
59213	CHAMBER OF COMMERCE	GF-MAY16 LUNCHEON-CITY ADMIN	2729	2	10.00
59213	CHAMBER OF COMMERCE	GF-MAY16 LUNCHEON-POLICE	2729	3	10.00
Total 59213:					30.00
59214	CIRSA/WC	GF-5027203,5027312,5027686 WORK COMP CLAIMS	W16167	1	947.86
59214	CIRSA/WC	GF-2015 PAYROLL AUDIT FOR RENEWAL	W16303	1	17,503.00
Total 59214:					18,450.86
59215	CO ROCKIES BASEBALL CLB, LTD	REC-10 ROCKIES TICKETS 06/25/16-TEENS	13178439 20	1	150.00

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59215:					150.00
59216	COMCAST CABLE COMM, LLC	REC-04/14-05/13/16 CABLE SVCS	6460177309	1	268.05
Total 59216:					268.05
59217	COMCAST CABLE COMM, LLC	CPR-04/25-05/24/16 CABLE SVCS	6460124495	1	142.70
59217	COMCAST CABLE COMM, LLC	CPR-04/25-05/24/16 FINANCE CHG	6460124495	2	8.45
Total 59217:					151.15
59218	COUNTERTRADE PRODUCTS INC	GF-HP Z240 WORKSTATION-IT	338730	1	955.00
Total 59218:					955.00
59219	COYOTE CREEK GOLF COURSE	GF-GREEN FEE/DR FOR THE GREEN S FUND RAISER	21717	1	5,264.00
Total 59219:					5,264.00
59220	DELTA DENTAL PLAN OF COLO	GF-JUN16 DENTAL INS PREMIUM	12180 JUN1	1	5,174.09
Total 59220:					5,174.09
59221	EATING WELL MAGAZINE	REC-2016 SUBSCRIPTION	2016 EATIN	1	5.99
Total 59221:					5.99
59222	FASTENAL COMPANY 01COFTL	UF-WRENCH FOR BACKHOE HYDRA HOUSE-WL	COFTL12047	1	26.23
59222	FASTENAL COMPANY 01COFTL	UF-WRENCH FOR BACKHOE HYDRA HOUSE-SL	COFTL12047	2	26.22
59222	FASTENAL COMPANY 01COFTL	UF-PARTS FOR CAT FROUNT LOADER-STREETS	COFTL12055	1	48.61
Total 59222:					101.06
59223	FORT LUPTON CAR WASH LLC	GF-APR16 CAR WASHES-COMM SVCS	APR16 CAR	1	9.25
59223	FORT LUPTON CAR WASH LLC	GF-APR16 CAR WASHES/LEGIST-CITY ADMIN	APR16 CAR	2	18.00
59223	FORT LUPTON CAR WASH LLC	GF-APR16 CAR WASHES-POLICE	APR16 CAR	3	200.75
Total 59223:					228.00
59224	FORT LUPTON PACKING & SHIPPIN	GF-16G USB DRIVE-B&G	12655	1	12.00
Total 59224:					12.00
59225	FRONT RANGE PROMOTIONS	REC-5K PARTICIPANT SHIRTS	3377	1	868.40
Total 59225:					868.40
59226	HYDRO RESOURCES	UF-WELL#1 ABANDONMENT	864143	1	4,412.00
Total 59226:					4,412.00
59227	INSIGHT PUBLIC SECTOR INC	GF-SQL 2014 STANDARD OS & LICENSE FOR TYLER TECH-IT	1100474061	1	585.40
59227	INSIGHT PUBLIC SECTOR INC	GF-SERVER 202R2 FOR TYLER TECH-IT	1100474061	2	1,151.40
59227	INSIGHT PUBLIC SECTOR INC	GF-OFFICE 2016 PRO PLUS FOR GIS & PD-IT	1100474062	1	994.44

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59227:					2,731.24
59228	J & M DISPLAYS	GF-2016 4TH OF JULY FIRE WORKS	26231	1	15,000.00
Total 59228:					15,000.00
59229	KIYOTA'S GREENHOUSE	GF-ANNUAL FLOWERS/PARKS-B&G	1819	1	154.60
Total 59229:					154.60
59230	KONICA MINOLTA BUSINESS	GF-APR/MAY16 C364 COPIER LEASE/REC-IT	239621633	1	222.46
59230	KONICA MINOLTA BUSINESS	REC-APR/MAY16 C364 COPIES	239621633	2	721.73
59230	KONICA MINOLTA BUSINESS	GF-APR/MAY16 C364 COPIER LEASE/POLICE-IT	239621634	1	267.34
59230	KONICA MINOLTA BUSINESS	GF-APR/MAY16 C364 COPIES-POLICE	239621634	2	140.58
59230	KONICA MINOLTA BUSINESS	GF-APR/MAY16 C228E COPIER/FINANCE-IT	239664377	1	180.98
59230	KONICA MINOLTA BUSINESS	UF-APR/MAY16 C228E COPIES-UTIL BILLING	239664377	2	12.75
59230	KONICA MINOLTA BUSINESS	GF-APR/MAY16 C228E COPIES-FINANCE	239664377	3	63.74
59230	KONICA MINOLTA BUSINESS	GF-APR/MAY16 C228E COPIES-COURT	239664377	4	8.50
Total 59230:					1,618.08
59231	LAWS	GF-14 CHEV TAHOE/EVT INSTALL-POLICE	11232	1	970.00
Total 59231:					970.00
59232	LEONARD B. MEDOFF, Ph.D.	GF-PRE-EMPLOYMENT EXAM-HR	05/04/16 SV	1	250.00
Total 59232:					250.00
59233	MAILFINANCE, INC	GF-MAR-JUN16 LEASE PAYMENT	H5921369	1	424.89
Total 59233:					424.89
59234	METROWEST NEWSPAPERS	GF-ORD 2016-999 BACKFLOW PROVENTION	025401951-0	1	142.12
59234	METROWEST NEWSPAPERS	GF-HOLIDAY LETTER NOTICE	25015485 20	1	140.00
59234	METROWEST NEWSPAPERS	GF-COMMUNITY GUIDE-LEGIST	25015485 20	1	1,360.00
Total 59234:					1,642.12
59235	METROWEST NEWSPAPERS	GF-COMMUNITY GUIDE/JUL 4TH-LEGIST	25010735 04	1	400.00
Total 59235:					400.00
59236	MUNICODE	GF-JAN-DEC16 CODE SERVICE-LEGIST	00270089	1	1,065.00
Total 59236:					1,065.00
59237	NATIONAL METER &	UF-METER BODIES-WLINES	S1068232.00	1	786.90
59237	NATIONAL METER &	UF-M35 TRANSPONDERS READERS-WLINES	S1068232.00	2	943.90
59237	NATIONAL METER &	UF-3/4 SETTERS-WLINES	S1068232.00	3	1,873.10
Total 59237:					3,603.90
59238	NEVE'S UNIFORMS & EQUIPMENT	GF-UNIFORM ITEMS/PELTON-POLICE	LN-334061	1	302.80
59238	NEVE'S UNIFORMS & EQUIPMENT	GF-PANTS/NICKEL-POLICE	LN-334069	1	51.99

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
59238	NEVE'S UNIFORMS & EQUIPMENT	GF-PANTS/VIGIL-POLICE	LN-334129	1	51.99
Total 59238:					406.78
59239	PEDIATRIC NURSE CONSULTING	REC-MEDICATON TEACHING/TOLBERT	05.07.16 SE	1	45.00
Total 59239:					45.00
59240	TODD HODGES DESIGN, LLC	GF-05/02-05/13/16 PLANNING SVCS	2878	1	6,172.50
59240	TODD HODGES DESIGN, LLC	GF-05/02-05/13/16 ECON DEV-PLANNING	2878	2	1,961.25
Total 59240:					8,133.75
59241	UNITED POWER	GF-APR'16 ELECTRIC-EMERG SIREN	10553102 AP	1	21.74
59241	UNITED POWER	GF-APR'16 ELECTRIC-WELCOME FLSH	1196401 AP	1	34.06
59241	UNITED POWER	GF-APR'16 ELECTRIC-SCH SIGNAL	1279801 AP	1	24.80
59241	UNITED POWER	GF-APR'16 ELECTRIC-VERIZON BLDG	14427100 AP	1	149.82
59241	UNITED POWER	GF-APR'16 ELECTRIC-TORN SIREN	15232500 AP	1	20.98
59241	UNITED POWER	GF-APR'16 ELECTRIC-HERITAGE PARK	17761600 AP	1	20.00
59241	UNITED POWER	GF-APR'16 ELECTRIC-LANCASTER SPRINK	17868800 AP	1	20.00
59241	UNITED POWER	UF-APR'16 ELECTRIC-WELL#7	18498400 AP	1	184.70
59241	UNITED POWER	GF-APR'16 ELECTRIC-SIGN 70110&70111	726705 APR	1	20.00
59241	UNITED POWER	UF-APR'16 ELECTRIC-WATER TANKS	7280200 AP	1	21.85
59241	UNITED POWER	UF-APR'16 ELECTRIC-WTR TRMT PLANT	803908 APR	1	4,349.10
Total 59241:					4,867.05
59242	UNIVERSITY OF COLORADO HEAL	GF-CLIENT EXAM-POLICE	2013483006	1	442.00
Total 59242:					442.00
59243	VANESSA GONZALES	REC-SHELTER RENTAL REFUND	2005400.001	1	30.00
Total 59243:					30.00
59244	WELD CNTY CLERK/RECORDER	GF--ADDTL WENDYS SPR 2015-002	16-14080-C2	1	10.00
Total 59244:					10.00
59245	YOLANDA GUERRERO	REC-SUMMER DAY CAMP REFUND	2005401.001	1	25.00
Total 59245:					25.00
59247	ADAMSON POLICE PRODUCTS	GF-UNIFORM SHIRTS-POLICE	INV212431	1	435.10
Total 59247:					435.10
59248	ADVANTAGE DESIGN	CPR-VOLLEYBALL JERSEYS-ATHLETIC	1946	1	32.45
Total 59248:					32.45
59249	AFLAC	GF-MAY16 SUPPLEMENTAL INS	298434	1	892.74
Total 59249:					892.74
59250	ANDREW J ADAME	REC-05/4/16 TEEN DJ SVCS	05/14/16 DJ	1	150.00

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59250:					150.00
59251	ANTHEM BLUE CROSS	GF-JUN 16 HEALTH INS	000499565C	1	54,295.31
59251	ANTHEM BLUE CROSS	GF-JUN 16 VISION INS	000499565C	2	931.13
59251	ANTHEM BLUE CROSS	GF-JUN 16 EAP PROG	000715864G	1	312.40
Total 59251:					55,538.84
59252	ARAMARK UNIFORM SERVICES IN	CPR-DOOR MAT SERVICE	492293199	1	46.77
59252	ARAMARK UNIFORM SERVICES IN	REC-DOOR MAT SERVICE	492293199	2	46.78
59252	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-B&G	492293199	3	87.61
59252	ARAMARK UNIFORM SERVICES IN	GF-DOOR MAT SERVICE-GOV BLDG	492293200	1	35.73
59252	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-SHOP	492293200	2	117.58
Total 59252:					334.47
59253	BG'S JAPANESE DESIGNS	GF-LANYARDS-POLICE	5244	1	36.00
Total 59253:					36.00
59254	BRENT MALOCSAY	GF-FINE REIMBURSEMENT-COURT	119832	1	500.00
59254	BRENT MALOCSAY	GF-FINE REIMBURSEMENT-COURT	CASE 11983	1	500.00
Total 59254:					1,000.00
59255	C.E.M. SALES & SERVICE	REC-POOL MOSS BULK	139863	1	133.30
59255	C.E.M. SALES & SERVICE	REC-MURIATIC ACID,DRUM CLEANING	139868	1	640.00
59255	C.E.M. SALES & SERVICE	REC-SODIUM BICARB	139869	1	280.00
Total 59255:					1,053.30
59256	CHEMATOX LABORATORY INC	GF-CLIENT DRUG SCREEN	19862	1	625.00
59256	CHEMATOX LABORATORY INC	GF-CLIENT DRUG SCREEN	19925	1	855.00
59256	CHEMATOX LABORATORY INC	GF-CLIENT DRUG SCREEN	19976	1	700.00
59256	CHEMATOX LABORATORY INC	GF-COLLECTION KITS	20258	1	97.35
Total 59256:					2,277.35
59257	COLORADO ASPHALT SVCS	STX-7.4 TONS COLD ASPHALT	0043330	1	999.00
Total 59257:					999.00
59258	COMCAST BUSINESS	GC-5/15-6/14 PHONE-GOLF COURSE	43188750	1	210.51
59258	COMCAST BUSINESS	GF-5/15-6/14 PHONE SVC-ADMIN SVCES	43188750	2	98.13
59258	COMCAST BUSINESS	GF-5/15-6/14 PHONE-LEGISLATIVE	43188750	3	73.41
59258	COMCAST BUSINESS	GF-5/15-6/14 PHONE-COURT	43188750	4	73.41
59258	COMCAST BUSINESS	GF-5/15-6/14 PHONE-CLERK	43188750	5	24.47
59258	COMCAST BUSINESS	GF-5/15-6/14 PHONE-HR	43188750	6	48.94
59258	COMCAST BUSINESS	GF-5/15-6/14 PHONE-CITY ADMIN	43188750	7	48.94
59258	COMCAST BUSINESS	GF-5/15-6/14 PHONE-FINANCE	43188750	8	100.33
59258	COMCAST BUSINESS	GF-5/15-6/14 PHONE-IT	43188750	9	48.94
59258	COMCAST BUSINESS	GF-5/15-6/14 PHONE-PD	43188750	10	513.87
59258	COMCAST BUSINESS	GF-5/15-6/14 PHONE-PD COMM SVCS	43188750	11	24.47
59258	COMCAST BUSINESS	GF-5/15-6/14 PHONE-PD RECORDS	43188750	12	24.47
59258	COMCAST BUSINESS	GF-5/15-6/14 PHONE-SHOP	43188750	13	63.14

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
59258	COMCAST BUSINESS	GF-5/15-6/14 PHONE-STREETS	43188750	14	6.12
59258	COMCAST BUSINESS	GF-5/15-6/14 PHONE-B&G	43188750	15	87.41
59258	COMCAST BUSINESS	GF-5/15-6/14 PHONE-BLDG INSP	43188750	16	24.47
59258	COMCAST BUSINESS	GF-5/15-6/14 PHONE-PLANNING	43188750	17	122.35
59258	COMCAST BUSINESS	GF-5/15-6/14 PHONE-CODE ENF	43188750	18	24.47
59258	COMCAST BUSINESS	CPR-5/15-6/14 PHONE-COM CENTER	43188750	19	125.88
59258	COMCAST BUSINESS	CPR-5/15-6/14 PHONE-SENIORS	43188750	20	62.94
59258	COMCAST BUSINESS	CPR-5/15-6/14 PHONE-MUSEUM	43188750	21	62.86
59258	COMCAST BUSINESS	UF-5/15-6/14 PHONE-W LINES	43188750	22	12.24
59258	COMCAST BUSINESS	UF-5/15-6/14 PHONE-S LINES	43188750	23	6.12
59258	COMCAST BUSINESS	UF-5/15-6/14 PHONE-WWTP	43188750	24	58.30
59258	COMCAST BUSINESS	UF-5/15-6/14 PHONE-UB	43188750	25	46.50
59258	COMCAST BUSINESS	RC-5/15-6/14 PHONE-REC	43188750	26	283.17
Total 59258:					2,275.86
59259	COMCAST CABLE COMM, LLC	GF-5/5-6/4 ANALOGUE LINE PHONE SVCS-IT	6460116038	1	364.50-
59259	COMCAST CABLE COMM, LLC	GF-5/5-6/4 ANALOGUE LINE PHONE SVCS-IT	6460116038	2	364.50
59259	COMCAST CABLE COMM, LLC	CPR-5/5-6/4 ANALOGUE LINE PHONE SVCS-COM CTR	6460116038	3	99.79
59259	COMCAST CABLE COMM, LLC	REC-5/5-6/4 INTERNET SVCS-REC	6460116038	4	164.90
59259	COMCAST CABLE COMM, LLC	REC-5/5-6/4 ANALOGUE LINE PHONE SVCS-REC	6460116038	5	99.81
59259	COMCAST CABLE COMM, LLC	GF-05/23-06/22/16 CABLE SVCS-SHOP	6460164533	1	135.74
Total 59259:					500.24
59260	COMCAST CABLE COMM, LLC	REC-05/14-06/13/16 CABLE MUSIC	6460117309	1	268.05
59260	COMCAST CABLE COMM, LLC	REC-05/14-06/13/16 CABLE MUSIC FINANCE CHG	6460117309	2	9.50
Total 59260:					277.55
59261	COREN PRINTING, INC.	GF-BUSN CARDS/LINDBERG-POLICE	80511	1	38.01
Total 59261:					38.01
59262	COUNTERTRADE PRODUCTS INC	GF-HP Z240 WORKSTATION COMPUTER-IT	338909	1	955.00
59262	COUNTERTRADE PRODUCTS INC	GF-8 GB MEMORY-IT	338909	2	95.65
Total 59262:					1,050.65
59263	E-470 PUBLIC HIGHWAY AUTHORIT	GF-TOLL TRANSACTIONS-POLICE	2022278247	1	23.70
Total 59263:					23.70
59264	FASTENAL COMPANY 01COFTL	UF-BRT COMMON50#-SEWERLINE	COFTL12072	1	38.67
59264	FASTENAL COMPANY 01COFTL	UF-BRT COMMON50#-WATERLINE	COFTL12072	2	38.68
59264	FASTENAL COMPANY 01COFTL	GF-BRT COMMON50#-STREETS	COFTL12072	3	38.68
59264	FASTENAL COMPANY 01COFTL	GF-HANDLE,WASHER-STREETS	COFTL12078	1	3.95
59264	FASTENAL COMPANY 01COFTL	UF-HANDLE,WASHER-WATERLINE	COFTL12078	2	3.95
59264	FASTENAL COMPANY 01COFTL	UF-HANDLE,WASHER-SEWERLINE	COFTL12078	3	3.96
Total 59264:					127.89
59265	FT LUPTON RECREATION SPORTS	CPR-2016 SUMMER MENS SOFTBALL	2016 SUMM	1	3,430.00
59265	FT LUPTON RECREATION SPORTS	CPR-2016 UMPIRE FEES	2016 UMPIR	1	2,980.00

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59265:					6,410.00
59266	GENEVIEVE G ADAME	REC-5K EVENT DJ SVCS	05/07/16 DJ	1	150.00
Total 59266:					150.00
59267	JACOB FREIER	GF-BROOMFIELD-PLANNING	MAY16 MILE	1	51.30
Total 59267:					51.30
59268	JOHN DEERE FINANCIAL	CEM-JOHNDEER MOWER PAINT	477276	1	37.56
59268	JOHN DEERE FINANCIAL	GF-JOHN DEERE BLADES	477406	1	252.08
59268	JOHN DEERE FINANCIAL	GF-JOHN DEERE BLADES	477407	1	252.08
Total 59268:					541.72
59269	KAREN NEWLON	REC-WSI COURSE	#1	1	300.00
Total 59269:					300.00
59270	LAURA HOWE	GF-BOULDER HUMAN RESOURCE MEMBERSHIP	MEMBERSHI	1	110.00
Total 59270:					110.00
59271	LEGACY SCHOOL OF DANCE, LLC	REC-04/11-04/25/16 DANCE CLASS	APR16 DAN	1	367.50
59271	LEGACY SCHOOL OF DANCE, LLC	REC-05/02-05/09 DANCE LESSONS	MAY16 DAN	1	189.00
Total 59271:					556.50
59272	LINDA KUDRNA	CPR-COMMERCE CITY MEETING-SENIORS	MAY18 MEE	1	24.30
Total 59272:					24.30
59273	LONGRANGE TECHNOLOGIES, LLC	GF-ARCHIVE MIGRATION MXLOGIC TO VERITAS-IT	749	1	1,019.50
59273	LONGRANGE TECHNOLOGIES, LLC	GF-VERITAS ARCHIVE CLOUD-IT	750	1	4,592.75
Total 59273:					5,612.25
59274	LOUIS A GRESH	GF-05/03 & 05/17/16 ARRAIGNMENTS	MAY16 COU	1	1,500.00
Total 59274:					1,500.00
59275	MEANDERING WITH MARY	CPR-MAY16 CASINO TRIP-SENIORS	05/12/16 CA	1	143.00
Total 59275:					143.00
59276	MUTUAL OF OMAHA	GF-JUNE'16 LTD PREM FOR LIB & GOLF	530534508	1	170.21
59276	MUTUAL OF OMAHA	GF-JUNE'16 LTD PREM-ADMIN SVCS	530534508	2	15.66
59276	MUTUAL OF OMAHA	GF-JUNE'16 LTD PREM-COURT	530534508	3	24.71
59276	MUTUAL OF OMAHA	GF-JUNE'16 LTD PREM-CITY CLERK	530534508	4	18.13
59276	MUTUAL OF OMAHA	GF-JUNE'16 LTD PREM-HR	530534508	5	30.22
59276	MUTUAL OF OMAHA	GF-JUNE'16 LTD PREM-CITY ADMIN	530534508	6	40.53
59276	MUTUAL OF OMAHA	GF-JUNE'16 LTD PREM-FINANCE	530534508	7	60.65
59276	MUTUAL OF OMAHA	GF-JUNE'16 LTD PREM-IT	530534508	8	21.11
59276	MUTUAL OF OMAHA	GF-JUNE'16 LTD PREM-POLICE	530534508	9	222.05

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
59276	MUTUAL OF OMAHA	GF-JUNE'16 LTD PREM-COMM SVC	530534508	10	10.08
59276	MUTUAL OF OMAHA	GF-JUNE'16 LTD PREM-RECORDS	530534508	11	12.42
59276	MUTUAL OF OMAHA	GF-JUNE'16 LTD PREM-STREETS	530534508	12	46.39
59276	MUTUAL OF OMAHA	GF-JUNE'16 LTD PREM-B&G	530534508	13	36.40
59276	MUTUAL OF OMAHA	GF-JUNE'16 LTD PREM-PLANNING	530534508	14	48.20
59276	MUTUAL OF OMAHA	GF-JUNE'16 LTD PREM-CODE	530534508	15	9.36
59276	MUTUAL OF OMAHA	CPR-JUNE'16 LTD PREM-COMM CTR	530534508	16	44.98
59276	MUTUAL OF OMAHA	CPR-JUNE'16 LTD PREM-SENIORS	530534508	17	10.18
59276	MUTUAL OF OMAHA	UF-JUNE'16 LTD PREM-WATER LINES	530534508	18	36.91
59276	MUTUAL OF OMAHA	UF-JUNE'16 LTD PREM-SEWER LINES	530534508	19	33.08
59276	MUTUAL OF OMAHA	UF-JUNE'16 LTD PREM-STORM DRAIN	530534508	20	2.68
59276	MUTUAL OF OMAHA	REC-JUNE'16 LTD PREM-REC	530534508	21	57.01
59276	MUTUAL OF OMAHA	CEM-JUNE'16 LTD PREM-CEM	530534508	22	6.97
59276	MUTUAL OF OMAHA	GF-JUNE'16 LI & AD&D PREM FOR LIB & GOLF	530534508	23	116.55
59276	MUTUAL OF OMAHA	GF-JUNE'16 LI & AD&D PREM-ADMIN SVCS	530534508	24	11.97
59276	MUTUAL OF OMAHA	GF-JUNE'16 LI & AD&D PREM-COURT	530534508	25	19.04
59276	MUTUAL OF OMAHA	GF-JUNE'16 LI & AD&D PREM-CITY CLERK	530534508	26	13.87
59276	MUTUAL OF OMAHA	GF-JUNE'16 LI & AD&D PREM-HR	530534508	27	22.98
59276	MUTUAL OF OMAHA	GF-JUNE'16 LI & AD&D PREM-CITY ADMIN	530534508	28	24.31
59276	MUTUAL OF OMAHA	GF-JUNE'16 LI & AD&D PREM-FINANCE	530534508	29	43.50
59276	MUTUAL OF OMAHA	GF-JUNE'16 LI & AD&D PREM-IT	530534508	30	16.15
59276	MUTUAL OF OMAHA	GF-JUNE'16 LI & AD&D PREM-POLICE	530534508	31	169.82
59276	MUTUAL OF OMAHA	GF-JUNE'16 LI & AD&D PREM-COMM SVC	530534508	32	7.69
59276	MUTUAL OF OMAHA	GF-JUNE'16 LI & AD&D PREM-RECORDS	530534508	33	9.54
59276	MUTUAL OF OMAHA	GF-JUNE'16 LI & AD&D PREM-STREETS	530534508	34	35.67
59276	MUTUAL OF OMAHA	GF-JUNE'16 LI & AD&D PREM-B&G	530534508	35	28.11
59276	MUTUAL OF OMAHA	GF-JUNE'16 LI & AD&D PREM-PLANNING	530534508	36	36.85
59276	MUTUAL OF OMAHA	GF-JUNE'16 LI & AD&D PREM-CODE	530534508	37	4.69
59276	MUTUAL OF OMAHA	CPR-JUNE'16 LI & AD&D PREM-COMM CTR	530534508	38	34.11
59276	MUTUAL OF OMAHA	CPR-JUNE'16 LI & AD&D PREM-SENIORS	530534508	39	7.79
59276	MUTUAL OF OMAHA	UF-JUNE'16 LI & AD&D PREM-WATER LINES	530534508	40	28.25
59276	MUTUAL OF OMAHA	UF-JUNE'16 LI & AD&D PREM-SEWER LINES	530534508	41	25.41
59276	MUTUAL OF OMAHA	UF-JUNE'16 LI & AD&D PREM-STORM DRAIN	530534508	42	2.04
59276	MUTUAL OF OMAHA	REC-JUNE'16 LI & AD&D PREM-REC	530534508	43	43.78
59276	MUTUAL OF OMAHA	CEM-JUNE'16 LI & AD&D PREM-CEM	530534508	44	5.31
59276	MUTUAL OF OMAHA	GF-JUNE'16 ADD'L LI/AD&D PREM-HR	530534508	45	1,381.40
Total 59276:					3,046.76
59277	PAUL LUDWIG	GF-REFUND DV DEPOSIT/STAR THEATER-PLANNING	ADM2014-00	1	25.85
Total 59277:					25.85
59278	PEDIATRIC NURSE CONSULTING	REC-MED INSTRUCTION,REYNOLDS,MILLER,BEGLER	04/25/16 CO	1	75.00
59278	PEDIATRIC NURSE CONSULTING	REC-MED ADMIN/REESE	05/14/16 ME	1	45.00
Total 59278:					120.00
59279	PETTY CASH-REC CTR	REC-MISC EXP ITEMS-DAY CAMP	PETTY CAS	1	119.32
59279	PETTY CASH-REC CTR	REC-MISC EXP ITEMS-DAY CAMP	PETTY CAS	2	59.65
59279	PETTY CASH-REC CTR	CPR-MISC EXP ITEMS-SENIORS	PETTY CAS	3	16.39
Total 59279:					195.36
59280	PLAINS EAST MECHANICAL SERVI	RC-CONDENSER UNIT FOR POOL PARTY ROOM			

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
		HVAC-REC	1395	1	3,815.00
Total 59280:					3,815.00
59281	PLATTE VALLEY MEDICAL CTR	GF-CLIENT BLOOD DRAW	10360725	1	80.00
59281	PLATTE VALLEY MEDICAL CTR	GF-CLIENT BLOOD DRAW	10374536	1	80.00
Total 59281:					160.00
59282	POLICEONE.COM	GF-9 ADDED USERS-POLICE	010132-7668	1	265.50
Total 59282:					265.50
59283	ROSE SOLIS	GF-VICTIM ASSIST FUND	E0009319	1	2,000.00
Total 59283:					2,000.00
59284	SMASH ATHLETICS	CPR-BASEBALL PANTS, HATS, JERSEYS-ATHLETIC	10046	1	987.11
59284	SMASH ATHLETICS	CPR-BASEBALLS,HATS,EMBROID-ATHLETIC	10047	1	939.10
59284	SMASH ATHLETICS	CPR-BASEBALL HATS-ATHLETIC	10048	1	209.34
Total 59284:					2,135.55
59285	TOSHIBA FINANCIAL SERVICES	GF-05/10-06/10/16 COPIER LEASE-IT	304796881	1	212.96
59285	TOSHIBA FINANCIAL SERVICES	GOLF-05/10-06/10/16 COPIER LEASE	304796881	2	197.36
Total 59285:					410.32
59286	UNITED POWER	UF-4/14-5/13 ELECTRIC-WTR TANK&PUMP	1195501 MA	1	1,327.34
59286	UNITED POWER	GF-4/14-5/13 ELECTRIC-B&G SPRINKLER CONTROL	1207701 MA	1	21.09
59286	UNITED POWER	GF-4/14-5/13 ELECTRIC-B&G 10 HP PUMP	1223101 MA	1	20.00
59286	UNITED POWER	UF-4/14-5/13 ELECTRIC-SEWER LIFT STA	1240301 MA	1	245.19
59286	UNITED POWER	GF-4/14-5/13 ELECTRIC-PEARSON PK BALLFIELD	1241801 MA	1	203.12
59286	UNITED POWER	GF-4/14-5/13 ELECTRIC-PEARSON PK	1241903 MA	1	190.74
59286	UNITED POWER	UF-4/14-5/13 ELECTRIC-WELL #4	1276101 MA	1	647.19
59286	UNITED POWER	CPR-4/14-5/13 ELECTRIC-MUSEUM	1295501 MA	1	66.76
59286	UNITED POWER	UF-4/14-5/13 ELECTRIC-WELL #5	1296101 MA	1	561.84
59286	UNITED POWER	GF-4/14-5/13 ELECTRIC-1ST & MCKINLEY TR SIG	1299501 MA	1	113.63
59286	UNITED POWER	GF-4/14-5/13 ELECTRIC-CITY HALL	1302801 MA	1	1,351.99
59286	UNITED POWER	UF-4/14-5/13 ELECTRIC-WELL #1	1302901 MA	1	168.68
59286	UNITED POWER	UF-4/14-5/13 ELECTRIC-WELL #3	1316801 MA	1	1,062.69
59286	UNITED POWER	GF-4/14-5/13 ELECTRIC-STREET LIGHTS	1322501 MA	1	6,190.64
59286	UNITED POWER	CEM-4/14-5/13 ELECTRIC-CEMETERY	1360303 MA	1	58.70
59286	UNITED POWER	CPR-4/14-5/13 ELECTRIC-REC SIGN	13842400 M	1	57.71
59286	UNITED POWER	GF-4/14-5/13 ELECTRIC-S LIFT STATION	18057500 M	1	526.41
59286	UNITED POWER	GF-4/14-5/13 ELECTRIC-FT LUPTON FLASH	3399301 MA	1	52.70
59286	UNITED POWER	CPR-25% 4/14-5/13 ELECTRIC-COMM CTR	6779701 MA	1	1,645.91
59286	UNITED POWER	REC-75% 4/14-5/13 ELECTRIC-REC	6779701 MA	2	4,937.72
59286	UNITED POWER	UF-4/14-5/13 ELECTRIC-WWTP	704901 MAY	1	7,656.98
59286	UNITED POWER	GF-4/14-5/13 ELECTRIC-GAZEBO	7225800 MA	1	21.20
59286	UNITED POWER	GF-4/14-5/13 ELECTRIC-SHOP	733101 MAY	1	247.81
59286	UNITED POWER	UF-4/14-5/13 ELECTRIC-WELL #13	762901 MAY	1	876.85
59286	UNITED POWER	UF-4/14-5/13 ELECTRIC-N LIFT STATION	8976200 MA	1	665.28

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59286:					28,918.17
59287	VILLANO FARMS, LLC	GF-REFUND VILLANO BROS DEV DEP-PLANNING	MSD2015-00	1	1,779.46
Total 59287:					1,779.46
59288	WCC ENTERPRISES, INC	GF-4TH OF JULY ENTERTAINMENT-LEGIST	4TH JULY IN	1	300.00
Total 59288:					300.00
59289	WELD COUNTY DETENTION	GF-3/29 & 4/3 DETENTION SVCS-COURT	APR16 SER	1	53.63
Total 59289:					53.63
59290	XCEL ENERGY-GAS	GF-APR/MAY16 GAS USAGE-GOV BLDG	5320352381	1	121.63
Total 59290:					121.63
59291	AGFINITY	CEM-SURFLAN,RAZOR PRO,CLEAR WASH,TRIMEC	H26957	1	161.61
59291	AGFINITY	GF-SURFLAN,RAZOR PRO,CLEAR WASH,TRIMEC-STREETS	H26957	2	161.60
Total 59291:					323.21
59292	ANTHONY GOMEZ	UF-PICKUP TOOL,TELESCOPIK	05.12.16 AC	1	39.98
Total 59292:					39.98
59293	ARAMARK UNIFORM SERVICES IN	CPR-DOOR MAT SERVICE	492296524	1	47.47
59293	ARAMARK UNIFORM SERVICES IN	REC-DOOR MAT SERVICE	492296524	2	47.48
59293	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-B&G	492296524	3	86.21
59293	ARAMARK UNIFORM SERVICES IN	GF-DOOR MAT SERVICE-GOV BLDG	492296525	1	35.73
59293	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-PW	492296525	2	116.91
Total 59293:					333.80
59294	BG'S JAPANESE DESIGNS	GF-PATCHES/SGT& OFFICERS-POLICE	5247	1	168.00
Total 59294:					168.00
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-S RAILROAD PK	11035001 M	1	156.73
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-RR PK SOUTH	11221001 M	1	31.50
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-RR PK NORTH	11222001 M	1	74.42
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-9TH ST PK	33025001 M	1	39.25
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-N RAILROAD PK	33031001 M	1	202.44
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-VINCENTS PK	33033001 M	1	31.50
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-PW SHOP	33045001 M	1	104.84
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-5TH&FULTON PK	33092001 M	1	71.91
59295	CITY OF FT LUPTON-UTIL INVOICE	CPR-MAY'16 WATER USAGE-MUSEUM	33166001 M	1	55.56
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-VERIZON BLDG	55055501 M	1	62.21
59295	CITY OF FT LUPTON-UTIL INVOICE	CPR-MAY'16 WATER USAGE-COMM CTR	55057001 M	1	121.55
59295	CITY OF FT LUPTON-UTIL INVOICE	RC-MAY'16 WATER USAGE-REC CENTER	55057601 M	1	930.73
59295	CITY OF FT LUPTON-UTIL INVOICE	RC-MAY'16 WATER USAGE-IRRG REC CTR	55057701 M	1	392.71
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-LANCASTER PK	66092001 M	1	31.50
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-HERITAGE PARK	77109501 M	1	31.50
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-HERITAGE PARK	77116501 M	1	31.50

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-ROADSIDE PK	77229001 M	1	41.96
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-PEARSON PK IRRIG	77229501 M	1	151.42
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-PEARSON PK RESTROOM	77229601 M	1	31.94
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-IRRIG BURGER KING	77231101 M	1	31.50
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-S MCKINLEY PK	99004001 M	1	53.51
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-KOSHIO PARK RESTROOM	99004101 M	1	51.75
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-CITY HALL BLDG	99005001 M	1	132.10
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-IRRIG N ISLAND	99006001 M	1	96.50
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-IRRIG CITY HALL	99007001 M	1	57.21
59295	CITY OF FT LUPTON-UTIL INVOICE	GF-MAY'16 WATER USAGE-IRRIG S ISLAND	99008001 M	1	67.25
59295	CITY OF FT LUPTON-UTIL INVOICE	CEM-MAY'16 WATER USAGE-CEMETERY	99132001 M	1	4,529.75
Total 59295:					7,614.74
59296	CLAUD HANES	GF-CDOT,VINCE HOUSTON-CITY ADMIN	MAY16 MILE	1	73.98
59296	CLAUD HANES	GF-COFFEE-ADMIN	MAY16 MILE	2	169.80
Total 59296:					243.78
59297	COBRAGUARD INC	GF-JUN16 COBRA ADMIN SVCS-HR	4744123	1	61.20
Total 59297:					61.20
59298	COLONIAL LIFE	GF-JUN16 SUPPLEMENTAL INS	7816820-060	1	176.34
59298	COLONIAL LIFE	CPR-JUN16 SUPPLEMENTAL INS	7816820-060	2	87.96
Total 59298:					264.30
59299	COMCAST CABLE COMM, LLC	GF-6/1-6/30 Fax & Intoxilizer-PD	6460159244	1	130.69
Total 59299:					130.69
59300	DELL MARKETING, L.P.	GF-AM2016-076 SERVER HARDWARE FOR TYLER TECH-IT	XJXF8MD47	1	15,968.30
Total 59300:					15,968.30
59301	GOLF & SPORT SOLUTIONS, LLC	CPR-INFIELD CONDITIONERS,CHALK	24819	1	472.50
Total 59301:					472.50
59302	HD SUPPLY WATERWORKS, LTD	UF-VALVE BOX RISERS-WLINES	F482607	1	626.22
59302	HD SUPPLY WATERWORKS, LTD	UF-VALVE BOX KITS-WLINES	F494796	1	950.00
59302	HD SUPPLY WATERWORKS, LTD	UF-VALVE BOX LIDS-WLINES	F494796	2	53.55
59302	HD SUPPLY WATERWORKS, LTD	UF-VALVE BOX SCREWTOPS-WLINES	F494796	3	246.35
Total 59302:					1,876.12
59303	JOHN ANTUNA	REC-BASEBALL REFUND	2005406.001	1	75.00
Total 59303:					75.00
59304	METROWEST NEWSPAPERS	GF-ORD2016-1000 OIL & GAS NOTICE-LEGIST	025-401951	1	89.32

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59304:					89.32
59305	NEVE'S UNIFORMS & EQUIPMENT	GF-SHIRTS/OVERHULTZ-POLICE	LN-334717	1	51.99
59305	NEVE'S UNIFORMS & EQUIPMENT	GF-SHIRTS & PATCHES/STECKMAN-POLICE	LN-334822	1	57.99
Total 59305:					109.98
59306	RENEWABLE FIBER INC	STX-RECYCLED ASPHALT	INV0576137	1	236.51
59306	RENEWABLE FIBER INC	STX-RECYCLED ASPHALT	INV0576139	1	230.80
Total 59306:					467.31
59307	ROCKY MOUNTAIN LOW VOLTAGE	CPR-FIRE ALARM REPAIR	20160628	1	1,175.02
59307	ROCKY MOUNTAIN LOW VOLTAGE	REC-FIRE ALARM INSPECT,SMOKE DETECTORS	20160629	1	750.00
59307	ROCKY MOUNTAIN LOW VOLTAGE	CPR-,SET UP & DEC15 MONITOR ELEVATOR/1ST QTR/2016-MUSEUM	20160630	1	110.48
59307	ROCKY MOUNTAIN LOW VOLTAGE	CPR-2ND QTR2016 SECURITY MONITORING-MUSEUM	20160631	1	75.00
Total 59307:					2,110.50
59308	THE CONSOLIDATED MUTUAL	UF-MAR16 ELECTRIC/PERRY PIT-WELL C	10442702 M	1	29.53
59308	THE CONSOLIDATED MUTUAL	UF-MAR16 ELECTRIC/PERRY PIT-WELL B	10443102 M	1	45.63
59308	THE CONSOLIDATED MUTUAL	UF-MAR16 ELECTRIC/PERRY PIT-DISCG PUMP	17273902 M	1	38.25
Total 59308:					113.41
59309	TODD HODGES DESIGN, LLC	GF-05/16-05/30/2016 PLANNING SVCS-PLANNING	2882	1	5,660.00
59309	TODD HODGES DESIGN, LLC	GF-05/16-05/30/2016 ECON DEVP-PLANNING	2882	2	2,247.50
59309	TODD HODGES DESIGN, LLC	GF-05/16-05/30/2016 ADVAR2016-001	2882	3	133.75
Total 59309:					8,041.25
59310	TRUDILIGENCE LLC	GF-PRE-EMPLOYMENT CHECKS	18439	1	543.25
59310	TRUDILIGENCE LLC	GF-DOT RANDOM-STREETS	18439	2	60.00
Total 59310:					603.25
59311	WALK RIGHT IN/	UF-HEP B VACCINATION SHOTS-SEWERLINE	74391	1	130.00
Total 59311:					130.00
59312	WELD COUNTY ACCTG DEPART	OMI-APR16 FUEL-AR	S0054728	1	134.46
59312	WELD COUNTY ACCTG DEPART	GF-APR16 FUEL-POLICE	S0054728	2	1,565.49
59312	WELD COUNTY ACCTG DEPART	GF-APR16 FUEL-PLANNING CODE	S0054728	3	29.92
59312	WELD COUNTY ACCTG DEPART	GF-APR16 FUEL-B&G	S0054728	4	510.87
59312	WELD COUNTY ACCTG DEPART	GF-APR16 FUEL-SENIORS	S0054728	5	62.12
59312	WELD COUNTY ACCTG DEPART	REC-APR16 FUEL	S0054728	6	62.11
59312	WELD COUNTY ACCTG DEPART	CEM-APR16 FUEL	S0054728	7	198.95
59312	WELD COUNTY ACCTG DEPART	GF-APR16 FUEL-STREETS	S0054728	8	577.90
59312	WELD COUNTY ACCTG DEPART	UF-APR16 FUEL-WATERLINE	S0054728	9	577.90
59312	WELD COUNTY ACCTG DEPART	UF-APR16 FUEL-SEWERLINE	S0054728	10	288.97
Total 59312:					4,008.69
59313	XCEL ENERGY-GAS	CPR-APR/MAY16 GAS USAGE	5320352370	1	241.21

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount	
59313	XCEL ENERGY-GAS	CPR-APR/MAY16 GAS USAGE-MUSEUM	5320352370	2	140.36	
59313	XCEL ENERGY-GAS	GF-APR/MAY16 GAS USAGE-SHOP	5320352370	3	292.85	
59313	XCEL ENERGY-GAS	GF-APR/MAY16 GAS USAGE-VERIZON BLDG	5320352370	4	78.50	
Total 59313:					752.92	
9001275	COLORADO DEPT OF REVENUE	REC-APR16 SALES TAX	APR16 REC	1	57.64	M
9001275	COLORADO DEPT OF REVENUE	REC-APR16 SALES TAX(OVERAGE)	APR16 REC	2	2.69-	M
9001275	COLORADO DEPT OF REVENUE	REC-APR16 SALES TAX VENDING	APR16 REC	3	46.05	M
Total 9001275:					101.00	
9001276	FIRE & POLICE PENSION ASC	GF-05/13/16 FPPA CONTRIBUTIONS-POLICE	05/13/16 FP	1	831.26	M
Total 9001276:					831.26	
9001277	UMB BANK NA	Rec-Rec Cntr Go Bond PMT-Rec	041816	1	47,618.75	M
Total 9001277:					47,618.75	
9001278	COMDATA BUSINESSLINK	GF-MAY16 PURCHASE CARDS TRANS-VARIOUS	PURCHASE	1	22,069.11	M
Total 9001278:					22,069.11	
9001279	THE DEPOSITORY TRUST & CLRG	UF-2016 3MG TANK DEBT-FINANCE	2016 3MG T	1	16,960.00	M
Total 9001279:					16,960.00	
Grand Totals:					339,801.87	

Report Criteria:
Report type: GL detail
Check.Voided = {=} No
[Report].Check GL Account = "1000010100"-"2082059075" ,"3000010100"-"5082059090","7000010100"-"9999999999"

Transaction Date	Merchant Name	Merchant City	Product Description		Net Cost
4/20/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-MISC-LEGIST	$	5.98
4/20/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-SALES TAX-LEGIST	$	0.23
4/27/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-UPRIGHT FOLIAGE PLANTS-LEGIST	$	90.87
4/27/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-PARTNER GIFT CARD-LEGIST	$	65.00
4/27/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-SALES TAX-LEGIST	$	6.26
4/27/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-PARTNER GIFT CARD-LEGIST	$	5.00
3/31/2016	OFFICE DEPOT #1080	800-463-3768	GF-STAND,METAL ART,BK-COURT	$	30.79
4/1/2016	DISCOUNTCASINOGEAR	8885081148	GF-POKER CHIPS-AR	$	147.00
4/4/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-AUTO DISHWASHING-ADMIN	$	10.49
4/4/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-PREMIUM FACIAL TISSUE-ADMIN	$	4.74
4/4/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-MISC CHG-ADMIN	$	4.24
4/5/2016	OFFICE DEPOT #1080	800-463-3768	GF-STAND,MONITOR,ADJ REFUND-COURT	$	(28.06)
4/6/2016	ARROW OFFICE EQUIPMENT	03034470500	GF-PAPER,TAPE,NOTES-ADMIN	$	24.85
			GF-FILE JACKETS-HR	$	26.79
4/12/2016	OFFICE DEPOT #1080	800-463-3768	GF-TAPE,BLACK ON WHITE-FINANCE	$	18.99
4/12/2016	OFFICE DEPOT #1080	800-463-3768	GF-RUBBERBAND,SIZE 32,1LB-FINANCE	$	7.99
4/12/2016	OFFICE DEPOT #1080	800-463-3768	GF-FASTENER,SELF-ADHESIVE-PLANNING	$	7.19
4/12/2016	OFFICE DEPOT #1080	800-463-3768	GF-TAPE,2 PACK,BLACK ON CLEAR-FINANCE	$	30.79
4/14/2016	OFFICE DEPOT #1080	800-463-3768	GF-PAPER,ASTROBRT #65,LTR-FINANCE	$	7.76
4/14/2016	OFFICE DEPOT #1080	800-463-3768	GF-BINDING COVER,POLY,25/PK,BLK-FINANCE	$	17.27
4/19/2016	ULINE *SHIP SUPPLIES	800-295-5510	GF-THANK YOU BAGS/MAY14TH-AR	$	37.00
4/19/2016	ULINE *SHIP SUPPLIES	800-295-5510	GF-FREIGHT CHARGES/MAY 14TH-AR	$	17.54
4/20/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-BOTTLED WATER/MAY 14TH-AR	$	7.16
4/20/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-BOTTLED WATER/MAY14TH--AR	$	7.72
4/20/2016	FAMILY DOLLAR #5949	FORT LUPTON	GF-NAPKINS-ADMIN	$	11.00
4/20/2016	4IMPRINT	877-4467746	GF-LANYARD - 1/2&QUOT-ADMIN	$	289.00
4/20/2016	4IMPRINT	877-4467746	GF-SET-UP CHARGE-ADMIN	$	45.00
4/20/2016	4IMPRINT	877-4467746	GF-FREIGHT CHARGES-ADMIN	$	7.13
4/23/2016	OFFICE DEPOT #1080	800-463-3768	GF-BOOK,PHONE,MESSAGE-ADMIN	$	3.46
4/23/2016	OFFICE DEPOT #1080	800-463-3768	GF-CLAMPS,BUTTERFLY,IDEAL,#1-COURT	$	1.29
4/23/2016	OFFICE DEPOT #1080	800-463-3768	GF-CASE,SLIM CD,5 COLORS-POLICE	$	23.56
4/23/2016	OFFICE DEPOT #1080	800-463-3768	GF-STAPLER,DESK,STD,FULL,BLACK-POLICE	$	6.36
4/25/2016	OFFICE DEPOT #1080	800-463-3768	GF-9 1/2" X 13" PADDED MAILER-POLICE	$	75.59
4/25/2016	OFFICE DEPOT #1080	800-463-3768	GF-MARKER,SHARPIE,FINE,DZ,BLACK-POLICE	$	7.96
4/25/2016	OFFICE DEPOT #1080	800-463-3768	GF-CLIP,BINDER,LARGE,2IN,12BX-POLICE	$	4.59
4/25/2016	OFFICE DEPOT #1080	800-463-3768	GF-CD-R,VERBATIM,SPINDLE,100PK-POLICE	$	24.64
4/25/2016	OFFICE DEPOT #1080	800-463-3768	GF-LABEL,LSR,ADDR,WHT,3000CT-POLICE	$	21.93
4/25/2016	OFFICE DEPOT #1080	800-463-3768	GF-ENVELOPE,CD,50PK,WHITE-POLICE	$	3.74
4/25/2016	OFFICE DEPOT #1080	800-463-3768	GF-ENVELOPE,SEC,#6-3/4,500CT,WHT-POLICE	$	9.37
4/25/2016	OFFICE DEPOT #1080	800-463-3768	GF-CLIP,PAPER,SMTH,OD,JMB,100BX-POLICE	$	1.88
4/25/2016	OFFICE DEPOT #1080	800-463-3768	GF-CLIP,BINDER,MED,12 CLIPS/BX-POLICE	$	2.55
4/25/2016	OFFICE DEPOT #1080	800-463-3768	GF-POST-IT FLAG,BRIGHT ASTD,4/PK-POLICE	$	5.34
4/25/2016	OFFICE DEPOT #1080	800-463-3768	GF-LABEL,IJ,FULL,WHT,100CT-POLICE	$	27.99
4/25/2016	OFFICE DEPOT #1080	800-463-3768	GF-RULER,OD, 18",STAINLESS,STL-POLICE	$	5.99
4/25/2016	OFFICE DEPOT #1080	800-463-3768	GF-WASTEBASKET,PLAS,OD,28QT,BLK-POLICE	$	3.61
4/25/2016	OFFICE DEPOT #1080	800-463-3768	GF-INK,951CMY/950XL,COMBO,HP-POLICE	$	92.87
4/25/2016	OFFICE DEPOT #1080	800-463-3768	GF-GEL 07 BLACK 12PK-POLICE	$	19.78
4/25/2016	OFFICE DEPOT #1080	800-463-3768	GF-NOTES,POST-IT,SUPER-STICKY,24P-POLICE	$	35.18
4/27/2016	OFFICE DEPOT #1080	800-463-3768	GF-TEASPOON,HVY MED WGT,WHT-POLICE	$	29.99
4/27/2016	OFFICE DEPOT #1080	800-463-3768	GF-PLATE,COATED,9",120PK-POLICE	$	10.59
4/27/2016	OFFICE DEPOT #1080	800-463-3768	GF-CUP,PERFECTOUCH12OZ,50CT-POLICE	$	18.64
			TOTAL CLERK/ADMIN	**$**	**1,342.62**
4/8/2016	ACE HARDWARE OF FORT L	FORT LUPTON	UF-SHARKBITE,PLUG,ADAPTER-WL	$	26.47
4/5/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-DOOR REINFRCE,FASTENERS-SHOP	$	27.87
4/5/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-LOCK,STRIK PLT,ALUMN-SHOP	$	68.96
4/11/2016	ACE HARDWARE OF FORT L	FORT LUPTON	UF-WASHERS,,FASTENERS-WL	$	57.57
4/7/2016	O.C.P.O. /C.E.C.T.I.	303-3948994	UF-DISTRIBUTION 2 TESTING-WL	$	35.00
4/23/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-BREAKFAST DONUTS-STREETS	$	6.99
4/23/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-BEVERAGE ICE-STREETS	$	3.99

Transaction Date	Merchant Name	Merchant City	Product Description		Net Cost
4/23/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-CSD 12 OZ 12PK CANS-STREETS	$	5.99
4/23/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-BOTTLED WATER-STREETS	$	2.69
4/23/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-MISC CHG-STREETS	$	0.95
4/1/2016	AIR CARE COLORADO DACO	DACONO	GF-EMISSION TESTING-STREETS	$	25.00
4/1/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-FASTENERS-STREETS	$	25.38
4/15/2016	AMAZON.COM	AMZN.COM/BILL	UF-BRIGGS & STRATTON CARB-SL	$	72.95
4/15/2016	AMAZON.COM	AMZN.COM/BILL	UF-MISC CHG-SL	$	2.12
4/28/2016	HOTSY EQUIPMENT OF NOR	GREELEY	UF-HOTSY REPAIRS-WL	$	17.00
			UF-HOTSY REPAIRS-SL	$	17.00
			GF-HOTSY REPAIRS-STREETS	$	17.00
			CEM-HOTSY REPAIRS	$	17.00
4/28/2016	EREPLACEMENTPARTS.COM	8668026383	GF-TRIMMER THROTTLE LEVER-STREETS	$	16.65
4/28/2016	PAYPAL *DICKENSSUPP	6152271111	CEM-REDMAX TRIMMER HEAD	$	69.98
4/7/2016	ACE HARDWARE OF FORT L	FORT LUPTON	UF-DUCT TAPE-WL	$	5.99
4/7/2016	ACE HARDWARE OF FORT L	FORT LUPTON	UF-CEMENT PVC PRIMER-WL	$	6.99
4/11/2016	FASTENAL COMPANY01	FORT LUPTON	UF-YELLOWZINCFINISHHEXCA-WL	$	9.60
4/11/2016	FASTENAL COMPANY01	FORT LUPTON	UF-YELLOWZINCFINISHGRADE8-WL	$	6.27
4/11/2016	FASTENAL COMPANY01	FORT LUPTON	UF-GRADE8YELLOWZINCFINISHHEX-WL	$	5.90
4/1/2016	ACE HARDWARE OF FORT L	FORT LUPTON	UF-BATTERIES,DAWN,TRASH BAGS-WL	$	20.48
			UF-BATTERIES,DAWN,TRASH BAGS-SL	$	20.49
			STORM-BATTERIES,DAWN,TRASH BAGS-SEWER	$	20.48
4/13/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-NITRILE GLOVES-SHOP	$	12.99
			TOTAL PUBLIC WORKS	**$**	**625.75**
4/4/2016	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GF-CASE, DURABLE, HIN-INSPECTION	$	95.00
4/5/2016	AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	GF-OTTERBOX DEFENDER IPHONE-LEGIST	$	31.84
4/6/2016	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GF-ARUBA PD-3501G-AC POE ADAPTER-IT	$	67.83
4/6/2016	WHOLLY STROMBOLI	FORT LUPTON	GF-LUNCH MEETING-IT	$	35.81
4/7/2016	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GF-ARUBA NETWORKS MOUNTING BRACK-IT	$	40.56
4/15/2016	CDW GOVERNMENT	800-750-4239	REC-ADOBE ALL APPS CC L1 7MO	$	483.00
4/20/2016	AMAZONPRIME MEMBERSHIP	AMZN.COM/PRME	GF-SUBSCRIPTIONS RENEW-IT	$	99.00
4/25/2016	COUNTERTRADE PRODUCTS	03034249710	GF-DESKTOP MINI SECURITY-IT	$	27.00
4/26/2016	EL REY DEL TACO 1 INC	FORT LUPTON	GF-LUNCH MEETING-IT	$	12.73
4/26/2016	TARGET 00018135	GREELEY	GF-COFFEE-MATE-ADMIN	$	3.99
4/26/2016	TARGET 00018135	GREELEY	GF-MISC CHG-ADMIN	$	0.14
4/27/2016	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GF-OTTERBOX 77-50206 DEFENDER-POLICE	$	25.50
4/28/2016	ADTSECURITY MYADT.COM	800-238-2455	GF-CONTROL KEYFOB PD/SEURITY-IT	$	216.52
4/29/2016	AMAZON.COM	AMZN.COM/BILL	GF-RUGGED BOOK CASE, HIN-LEGIST	$	94.00
4/30/2016	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GOLF-SAMSUNG OEM UNI HOME CHARGER	$	7.80
4/8/2016	SAFEWAY STORE 00010454	FT LUPTON	STARBUCKS FRAPPUCCINO BLENDED BEVER	$	4.05
4/8/2016	SAFEWAY STORE 00010454	FT LUPTON	STARBUCKS FRAPPUCCINO BLENDED BEVER	$	3.40
4/8/2016	SAFEWAY STORE 00010454	FT LUPTON	STARBUCKS ICED BEVERAGE	$	4.35
4/8/2016	SAFEWAY STORE 00010454	FT LUPTON	STARBUCKS FRAPPUCCINO BLENDED BEVER	$	9.50
4/8/2016	SAFEWAY STORE 00010454	FT LUPTON	STARBUCKS ESPRESSO BEVERAGES	$	3.75
4/8/2016	SAFEWAY STORE 00010454	FT LUPTON	STARBUCKS DRIP COFFEE BEVERAGES	$	1.95
4/8/2016	SAFEWAY STORE 00010454	FT LUPTON	STARBUCKS DRIP COFFEE BEVERAGES	$	2.55
4/8/2016	SAFEWAY STORE 00010454	FT LUPTON	STARBUCKS ESPRESSO BEVERAGES	$	3.55
4/8/2016	SAFEWAY STORE 00010454	FT LUPTON	STARBUCKS OTHER BEVERAGE	$	2.55
4/8/2016	SAFEWAY STORE 00010454	FT LUPTON	STARBUCKS OTHER BEVERAGE	$	5.95
4/8/2016	SAFEWAY STORE 00010454	FT LUPTON	STARBUCKS ESPRESSO BEVERAGES	$	4.05
4/8/2016	SAFEWAY STORE 00010454	FT LUPTON	STARBUCKS FRAPPUCCINO BLENDED BEVER	$	5.05
4/8/2016	SAFEWAY STORE 00010454	FT LUPTON	STARBUCKS ICED BEVERAGE	$	3.05
4/8/2016	SAFEWAY STORE 00010454	FT LUPTON	SALES TAX	$	3.70
4/21/2016	FT LUPTON 66	FORT LUPTON	UNL MID-88/89OC	$	53.07
			TOTAL CITY ADMIN/MAYOR	**$**	**1,351.24**
4/5/2016	SKILLPATH NATIONAL	913-3623900	GF-PEOPLE SKILLS SEM-FINANCE	$	199.00
4/28/2016	USPS 07322203930329023	FORT LUPTON	GF-POSTAGE/UT-FINANCE	$	6.47
4/5/2016	MULLIGAN JOE'S	FORT LUPTON	GF-LUNCH MEETING-CITY ADMIN	$	103.18
4/14/2016	MULLIGAN JOE'S	FORT LUPTON	GF-PLANNING LUNCH MEETING-PLANNING	$	56.46
4/21/2016	MULLIGAN JOE'S	FORT LUPTON	GF-CDOT MEETING-CITY ADMIN	$	62.28

Transaction Date	Merchant Name	Merchant City	Product Description		Net Cost
4/23/2016	SANTIAGOS MEXICAN REST	FORT LUPTON	GF-BREAKFAST FOOD/CLEAN-UP DAYS-LEGIST	$	39.67
			TOTAL FINANCE	**$**	**467.06**
4/1/2016	INDEED	203-564-2400	GF-JOB POSTINGS-HR	$	199.65
4/21/2016	CRAIGSLIST.ORG	04153995200	GF-JOB POSTINGS-HR	$	15.00
4/21/2016	CRAIGSLIST.ORG	04153995200	GF-JOB POSTINGS-HR	$	35.00
4/8/2016	WHOLLY STROMBOLI	FORT LUPTON	GF-LUNCH FOR ORAL BOARDS-POLICE	$	37.25
4/27/2016	CBI ONLINE	08008820757	GF-MEW-EMPLOYEE CHECK-HR	$	6.85
			TOTAL HR/ADMIN	**$**	**293.75**
3/31/2016	HASTY AWARDS	OTTAWA	CPR-GOLD PATRIOT SOCCER MDLS-ATHLETIC	$	357.54
4/6/2016	EAST COAST PIZZA	LOVELAND	CPR-LUNCH MEETING-ATHLETIC	$	9.89
4/6/2016	BSN*SPORT SUPPLY GROUP	806-527-7510	CPR-MAC BATTING TEE 09-ATHLETIC	$	62.97
4/6/2016	BSN*SPORT SUPPLY GROUP	806-527-7510	CPR-MAC BATTING TEE 09-ATHLETIC	$	62.97
4/6/2016	ACTIVE SCREENING	TAMPA	CPR-COACH BACKGROUND-ATHLETIC	$	23.85
4/6/2016	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-MARKING PAINT,W&G KILLER-ATHLETIC	$	51.58
4/7/2016	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-PAINT-ATHLETIC	$	32.99
4/7/2016	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-PAINT-ATHLETIC	$	33.74
4/8/2016	JOHNSON HLTH TECH-CRP	608-8391240	REC-SERVICE ROPE	$	201.31
4/10/2016	WM SUPERCENTER #1659	BRIGHTON	CPR-REPEL SPRAY-ATHLETIC	$	27.02
4/11/2016	BSN*SPORT SUPPLY GROUP	806-527-7510	CPR-MAC 11" LL POLY CORE SOFTB-ATHLETIC	$	46.00
4/11/2016	BSN*SPORT SUPPLY GROUP	806-527-7510	CPR-MAC 11" LL POLY CORE SOFTB-ATHLETIC	$	48.00
4/11/2016	BSN*SPORT SUPPLY GROUP	806-527-7510	CPR-MAC JR CATCHERS MITT-FITS-ATHLETIC	$	81.98
4/14/2016	SHOPLET.COM	08007573015	REC-COLORED PAPER	$	74.90
4/20/2016	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-MARKING PAINT,WEED KILLER-ATHLETIC	$	78.58
4/25/2016	BSN*SPORT SUPPLY GROUP	806-527-7510	CPR-YTH BASEBALL PANT BLACK SM-ATHLETIC	$	57.40
4/25/2016	BSN*SPORT SUPPLY GROUP	806-527-7510	CPR-YTH BASEBALL PANT BLACK ME-ATHLETIC	$	80.36
4/25/2016	BSN*SPORT SUPPLY GROUP	806-527-7510	CPR-GIRLS SFTBAL PANT BLACK SM-ATHLETIC	$	10.00
4/25/2016	BSN*SPORT SUPPLY GROUP	806-527-7510	CPR-GIRLS SFTBAL PANT BLACK ME-ATHLETIC	$	160.00
4/25/2016	BSN*SPORT SUPPLY GROUP	806-527-7510	CPR-GIRLS SFTBAL PANT BLACK LR-ATHLETIC	$	90.00
4/25/2016	BSN*SPORT SUPPLY GROUP	806-527-7510	CPR-WMNS SFTBAL PANT BLACK SML-ATHLETIC	$	40.00
4/25/2016	BSN*SPORT SUPPLY GROUP	806-527-7510	CPR-WMNS SFTBAL PANT BLACK MED-ATHLETIC	$	50.00
4/25/2016	BSN*SPORT SUPPLY GROUP	806-527-7510	CPR-WMNS SFTBAL PANT BLACK LRG-ATHLETIC	$	10.00
4/29/2016	BSN*SPORT SUPPLY GROUP	806-527-7510	CPR-YTH BASBAL PANT GREY SML-ATHLETIC	$	36.00
4/29/2016	BSN*SPORT SUPPLY GROUP	806-527-7510	CPR-YTH BASBAL PANT GREY MED-ATHLETIC	$	288.00
4/29/2016	BSN*SPORT SUPPLY GROUP	806-527-7510	CPR-YTH BASBAL PANT GREY LRG-ATHLETIC	$	168.00
3/31/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-THRESHOLD FOR DOORS-B&G	$	43.37
4/5/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-SPRINKLER SUPPLIES-B&G	$	12.42
4/5/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-SPRINKLER SUPPLIES-B&G	$	12.50
4/8/2016	GREASE MONKEY #937	FT. LUPTON	GF-OIL CHANGE/08 SILVR-B&G	$	43.25
4/12/2016	L.L. JOHNSON DIST	DENVER	GF-SPRINKLER SUPPLIES-B&G	$	20.62
4/13/2016	FT LUPTON 66	FORT LUPTON	GF-UNL MID-88/89OC-B&G	$	28.20
4/18/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-DRILL BIT-B&G	$	3.49
4/19/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-SMV EMBLEM-B&G	$	17.99
4/20/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-GLOVES,SPRAY HEAD-B&G	$	31.97
4/28/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-EZ SEED SUN & SHADE-B&G	$	54.99
4/4/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-BUSHINGS,PVC PARTS-B&G	$	16.86
4/25/2016	TBG SERVICE COMPANY	FORT LUPTON	GF-UNL PRM-90/91OC-B&G	$	21.25
4/1/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-FASTENERS,CONCRETE,THRESHOLD-B&G	$	25.62
4/6/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-SPRINKLER SUPPLIES-B&G	$	107.31
4/15/2016	R AND L TIRES LLC	FORT LUPTON	GF-TIRE REPAIR-B&G	$	15.00
4/15/2016	FASTENAL COMPANY01	FORT LUPTON	GF-SAFETY VEST-B&G	$	14.99
4/15/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-UTIL HEATER,DUCT TAPE-B&G	$	45.48
4/18/2016	OREILLY AUTO 00044891	FORT LUPTON	GF-LIGHTS-B&G	$	7.19
4/19/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-BREAKFAST DONUTS-B&G	$	5.59
4/19/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-MISC CHG-B&G	$	0.70
4/20/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-EZ SEED SUN & SHADE-B&G	$	54.99
4/28/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-GLOVES-B&G	$	12.99
4/28/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-PADLOCK,KEY,TOOL,TIEDOWN,CHAIN-B&G	$	72.58
4/1/2016	CANDLELIGHT DINNER PLA	JOHNSTOWN	CPR-EVENT ADMISSIONS-SENIORS	$	531.50
4/5/2016	ZIGGIS COFFEE - FIREST	LONGMONT	CPR-REIMBURSED EXP-AR	$	15.78

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
4/6/2016	KING SOOPERS #0105	FIRESTONE	CPR-DONUTS&FRUIT-SENIORS	$ 16.27
4/7/2016	FORT LUPTON PACK AN	FORT LUPTON	REC-LEDGER PAPER	$ 12.05
4/12/2016	WM SUPERCENTER #1659	BRIGHTON	CPR-REIMBURSED EXP-AR	$ 26.70
4/13/2016	CINZZETTIS ITALIAN MAR	NORTHGLENN	CPR-DIRECTORS LUNCH-SENIORS	$ 11.34
4/13/2016	KING SOOPERS #0105	FIRESTONE	CPR-DONUTS&FRUIT-SENIORS	$ 17.29
4/13/2016	CANDLELIGHT DINNER PLA	JOHNSTOWN	CPR-DIRECTORS ADMISSIONS-SENIORS	$ 96.00
4/13/2016	MOLLY BROWN HOUSE MUSE	DENVER	CPR-EVENT ADMISSIONS-SENIORS	$ 66.00
4/14/2016	SAFEWAY STORE 00010454	FT LUPTON	REC-NAPKINS TABLE TOP/VOL RECPT	$ 0.89
4/14/2016	SAFEWAY STORE 00010454	FT LUPTON	REC-TORTILLA CHIPS/VOL RECPT	$ 1.42
4/14/2016	SAFEWAY STORE 00010454	FT LUPTON	REC-POTATO CHIPS/VOL RECPT	$ 0.31
4/14/2016	SAFEWAY STORE 00010454	FT LUPTON	REC-POTATO CHIPS/VOL RECPT	$ 0.62
4/14/2016	SAFEWAY STORE 00010454	FT LUPTON	REC-POTATO CHIPS/VOL RECPT	$ 0.49
4/14/2016	SAFEWAY STORE 00010454	FT LUPTON	REC-MISC FOOD CHG/VOL RECPT	$ 10.82
4/14/2016	SUBWAY 00541268	FORT LUPTON	REC-SUBWAY/VOL RECPT	$ 98.13
4/20/2016	KING SOOPERS #0105	FIRESTONE	CPR-DONUTS&FRUIT&CREAMER-SENIORS	$ 20.11
4/21/2016	THE BUFFALO WESTBOUND	IDAHO SPRINGS	CPR-DIRECTORS LUNCH-SENIORS	$ 18.19
4/21/2016	INDIAN HOT SPRINGS	IDAHO SPRINGS	CPR-EVENT ADMISSIONS-SENIORS	$ 143.00
4/26/2016	THE GOLDEN DINER LLC	GOLDEN	CPR-DIRECTORS LUNCH-SENIORS	$ 10.55
4/26/2016	THE ROCKY MOUNTAIN QUI	GOLDEN	CPR-EVENT ADMISSIONS-SENIORS	$ 40.00
4/27/2016	KING SOOPERS #0105	FIRESTONE	CPR-DONUT&FRUIT-SENIORS	$ 16.33
4/29/2016	TM *COLORADO ROCKIES	303-762-5491	CPR-EVENT ADMISSIONS-SENIORS	$ 120.00
3/30/2016	MYBINDING COM	503-6405920	REC-LETTER SIZE LAMIN POUCH	$ 35.95
4/2/2016	QUILL CORPORATION	800-982-3400	CPR-FOLGER FLVR FLTR-SENIORS	$ 104.95
4/4/2016	SAMS CLUB #4745	THORNTON	REC-MUFFINS	$ 65.24
			REC-TORTILLA&CHEESE SAUCE-TEENS	$ 21.88
4/5/2016	QUILL CORPORATION	800-982-3400	REC-11X17WHITEPAPR	$ 73.99
			CPR-11X17WHITEPAPR-SENIORS	$ 73.99
4/7/2016	SAMS CLUB #4745	THORNTON	CPR-CUPS	$ 17.33
			REC-BATTERIES	$ 35.86
			REC-CUPS	$ 9.68
			REC-MUFFINS,CUPS	$ 39.80
4/15/2016	STAMPS.COM	855-608-2677	REC-STAMP PROGRAM	$ 17.99
4/16/2016	STAPLES 00114348	LONGMONT	CPR-SCRUB DADDY HEAVY DUTY 1.3	$ 2.00
4/16/2016	STAPLES 00114348	LONGMONT	CPR-SCRUB DADDY HEAVY DUTY 1.3	$ 2.00
4/16/2016	STAPLES 00114348	LONGMONT	CPR-STICKIES 1.5X2 BRIGHT 12PK	$ 8.29
4/16/2016	STAPLES 00114348	LONGMONT	CPR-STICKIES 1.5X2 REC YLW 12P	$ 7.29
4/16/2016	STAPLES 00114348	LONGMONT	CPR-BRIGHTS 8.5X11 NEON ASST R	$ 15.99
4/16/2016	STAPLES 00114348	LONGMONT	CPR-STAPLES FUNDED COUPON	$ 5.00
4/16/2016	STAPLES 00114348	LONGMONT	CPR-STAPLES FUNDED COUPON	$ 5.00
4/16/2016	STAPLES 00114348	LONGMONT	CPR-STAPLES FUNDED COUPON	$ 13.02
4/16/2016	STAPLES 00114348	LONGMONT	CPR-MISC ADJ	$ (46.04)
4/26/2016	SAMS CLUB #4745	THORNTON	REC-WRITING PAD,SHEET PROT,TAPE	$ 36.45
			REC-SWIM PANTS	$ 12.28
			REC--MUFFINS	$ 70.78
			REC-LEMONADE,HOT DOGS.CHIPS	$ 33.71
			CPR-12OZ TRAN	$ 7.67
			CPR-PURE PROTEC,WRITE PADS,TAPE	$ 27.79
4/28/2016	STAPLES 00114348	LONGMONT	CPR-POST IT FLIP CHART 25X30	$ 26.99
4/28/2016	STAPLES 00114348	LONGMONT	CPR-POST IT FLIP CHART 25X30	$ 26.99
4/28/2016	STAPLES 00114348	LONGMONT	CPR-STAPLES FUNDED COUPON	$ (5.00)
4/29/2016	DISCOUNT FAMILY MARKET	EVANS	REC-FOOD FOR CONCESSIONS	$ 29.75
3/30/2016	CROWN TROPHY OF BOULDE	303-443-3151	CPR-POSTER TROPHY/BASKETBALL	$ 12.33
4/4/2016	ARC*SERVICES/TRAINING	800-733-2767	REC-LIFEGUARD TRAINING	$ 35.00
4/4/2016	ARC*SERVICES/TRAINING	800-733-2767	REC-LIFEGUARD TRAINING	$ 35.00
4/4/2016	ARC*SERVICES/TRAINING	800-733-2767	REC-LIFEGUARD TRAINING	$ 35.00
4/4/2016	ARC*SERVICES/TRAINING	800-733-2767	REC-LIFEGUARD TRAINING	$ 35.00
4/4/2016	ARC*SERVICES/TRAINING	800-733-2767	REC-LIFEGUARD TRAINING	$ 35.00
4/11/2016	IN *ELIFEGUARD, INC.	321-4333630	REC-LIFEGUARD SHORTS	$ 143.46
4/16/2016	ARC*SERVICES/TRAINING	800-733-2767	REC-WATER SAFETY INSTRUCTOR	$ 54.00

Transaction Date	Merchant Name	Merchant City	Product Description		Net Cost
4/16/2016	ARC*SERVICES/TRAINING	800-733-2767	REC-WATER SAFETY INSTRUCTOR	$	315.00
4/16/2016	ARC*SERVICES/TRAINING	800-733-2767	REC-WATER SAFETY INSTRUCTOR	$	105.00
4/20/2016	ACE HARDWARE OF FORT L	FORT LUPTON	REC-ALUMINUM SCOOP	$	19.98
3/30/2016	THE HOME DEPOT #1547	BRIGHTON	GF-MICROWAVE-GOV BLDG	$	89.96
3/31/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-PAINT,SUPPLIES	$	49.81
4/1/2016	WEBBS WATER GARDENS	866-819-7663	GF-WATER FOUNTAIN PARTS-GOV BLDG	$	24.47
4/4/2016	THE HOME DEPOT #1547	BRIGHTON	REC-CONCRETE LEV	$	32.97
4/4/2016	THE HOME DEPOT #1547	BRIGHTON	REC-CONCRETE LEV	$	32.97
4/4/2016	THE HOME DEPOT #1547	BRIGHTON	REC-CONCRETE LEV	$	32.97
4/4/2016	THE HOME DEPOT #1547	BRIGHTON	REC-CONCRETE LEV	$	32.97
4/4/2016	THE HOME DEPOT #1547	BRIGHTON	REC-CONCRETE LEV	$	32.97
4/4/2016	THE HOME DEPOT #1547	BRIGHTON	REC-CONCRETE LEV	$	32.97
4/4/2016	THE HOME DEPOT #1547	BRIGHTON	REC-CONCRETE LEV	$	32.97
4/4/2016	THE HOME DEPOT #1547	BRIGHTON	REC-CONCRETE LEV	$	32.97
4/4/2016	THE HOME DEPOT #1547	BRIGHTON	REC-CCRETE PRIME	$	8.85
4/4/2016	THE HOME DEPOT #1547	BRIGHTON	REC-1GAL PRIMER	$	29.85
4/4/2016	THE HOME DEPOT #1547	BRIGHTON	REC-FLOAT	$	6.97
4/4/2016	THE HOME DEPOT #1547	BRIGHTON	REC-MAG FLOAT	$	24.00
4/4/2016	THE HOME DEPOT #1547	BRIGHTON	REC-MUD MIXER	$	11.98
4/4/2016	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-SHACKLE SCR PIN-ATHLETIC	$	11.98
4/6/2016	1000BULBS.COM	800-624-4488	REC-F26TBX/SPX30/A/4P - 26%	$	37.80
4/6/2016	1000BULBS.COM	800-624-4488	REC-PL-C 18W/830/ALTO	$	21.28
4/6/2016	1000BULBS.COM	800-624-4488	REC-SYLV QUICKTRONIC PROF.- 5	$	162.20
4/6/2016	1000BULBS.COM	800-624-4488	REC-MISC CHG	$	12.92
4/7/2016	ACE HARDWARE OF FORT L	FORT LUPTON	REC-POSTERBOARD,PAINT	$	48.79
4/12/2016	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-SILICONE,BOLT	$	22.45
4/14/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-FLOOD LIGHT-MUSEUM	$	139.00
4/14/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-6'PWRSUPLYCD-MUSEUM	$	7.97
4/14/2016	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-WEED&GRASS KILLER	$	14.99
4/15/2016	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-DROPCLOTH	$	29.98
4/18/2016	WWW.EXITLIGHTCO.COM	7605983948	GF-EXIT SIGN/LED-GOV BLDG	$	293.00
4/19/2016	ACE HARDWARE OF FORT L	FORT LUPTON	REC-FASTENRS	$	1.64
4/20/2016	THE HOME DEPOT #1547	BRIGHTON	GF-4" BATH FCT/KOSHIO PK	$	48.00
4/20/2016	THE HOME DEPOT #1547	BRIGHTON	GF-4" BATH FCT/KOSHIO PK	$	48.00
4/20/2016	THE HOME DEPOT #1547	BRIGHTON	GOLF-4" BATH FCT	$	48.00
4/20/2016	THE HOME DEPOT #1547	BRIGHTON	GOLF-4" BATH FCT	$	48.00
4/22/2016	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-ROOF PATCH,SEALANT	$	27.97
4/25/2016	FAMILY DOLLAR #5949	FORT LUPTON	REC-BODYWASH	$	17.00
4/28/2016	WATERFILTERS.NET	ZUMBROTA	GF-STEEL SCREENS/PARKS-B&G	$	118.19
4/28/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-JNT COMPOUND,TAPE-GOV BLDG	$	13.98
4/4/2016	ACE HARDWARE OF FORT L	FORT LUPTON	REC-RESPIRATOR	$	14.98
4/5/2016	ACE HARDWARE OF FORT L	FORT LUPTON	REC-FLOOR SQUEGEES	$	46.98
4/6/2016	THE HOME DEPOT #1547	BRIGHTON	REC-R2310 1GAL	$	27.97
4/6/2016	THE HOME DEPOT #1547	BRIGHTON	REC-R2310 1GAL	$	27.97
4/6/2016	THE HOME DEPOT #1547	BRIGHTON	REC-ADH. NOZZLE	$	2.97
4/6/2016	THE HOME DEPOT #1547	BRIGHTON	REC-ADHESIVE	$	3.47
4/6/2016	THE HOME DEPOT #1547	BRIGHTON	REC-ADHESIVE	$	3.47
4/6/2016	THE HOME DEPOT #1547	BRIGHTON	REC-ADHESIVE	$	3.47
4/6/2016	THE HOME DEPOT #1547	BRIGHTON	REC-ADHESIVE	$	3.47
4/6/2016	THE HOME DEPOT #1547	BRIGHTON	REC-ADHESIVE	$	3.47
4/6/2016	THE HOME DEPOT #1547	BRIGHTON	REC-ADHESIVE	$	3.47
4/6/2016	THE HOME DEPOT #1547	BRIGHTON	REC-E-DEP	$	50.00
4/6/2016	THE HOME DEPOT #1547	BRIGHTON	REC-KNIFE	$	14.97
4/6/2016	THE HOME DEPOT #1547	BRIGHTON	REC-GLOVES	$	9.97
4/6/2016	ACE HARDWARE OF FORT L	FORT LUPTON	REC-NOTCHED TROWEL	$	12.99
4/8/2016	THE HOME DEPOT #1547	BRIGHTON	REC-TILE ROLLER RENTAL	$	(1.60)
4/11/2016	ACE HARDWARE OF FORT L	FORT LUPTON	REC-WD40-ABS CAPS	$	15.65
4/13/2016	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-BALL VALVE-ATHLETIC	$	9.99
4/13/2016	WW GRAINGER	877-2022594	REC-POWER CORD	$	25.65

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
4/13/2016	WW GRAINGER	877-2022594	REC-MOUNTING BRACKET,STEEL	$ 42.44
4/14/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-FASTENERS/PARKS-B&G	$ 1.15
4/18/2016	ACE HARDWARE OF FORT L	FORT LUPTON	REC-CONNECTORS,HEAT SHRINK	$ 8.77
4/19/2016	BATTERY PLEX INC	954-2478798	REC-RECHARGABLE BATTERIES	$ 67.49
4/20/2016	ACE HARDWARE OF FORT L	FORT LUPTON	REC-TUBE CUTTER,PLUMB CLOTH,CAP	$ 14.06
4/20/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-COMP CAP,PVC,COMP UNION-B&G	$ 28.54
			GOLF-COMP CAP,PVC,COMP UNION-BATHROOM	$ 28.54
4/25/2016	ACE HARDWARE OF FORT L	FORT LUPTON	REC-BULB,FASTENERS	$ 14.79
4/26/2016	BATTERY PLEX INC	954-2478798	REC-NICAD BATTERY	$ 71.97
4/27/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-1 PVC 90 EL-ATHLETIC	$ 0.73
4/27/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-1INX2FT PVC-ATHLETIC	$ 1.67
4/27/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-PVC BUSHING-ATHLETIC	$ 1.40
4/27/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-PVC BUSHING-ATHLETIC	$ 1.40
4/27/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-PURPL PRIMER-ATHLETIC	$ 5.96
4/27/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-PVC BALL VLV-ATHLETIC	$ 5.15
4/27/2016	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-OUTDOOR BULB	$ 12.99
4/28/2016	4301 CED	LONGMONT	REC-SWITCHES	$ 142.85
3/31/2016	THE HOME DEPOT #1547	BRIGHTON	GF-26' MT LDR-B&G	$ 249.00
3/31/2016	FARM & HOME LUMBER	HUDSON	GF-2X2X8 BOARDS-B&G	$ 18.00
3/31/2016	AGFINITY HENDERSON AGR	HENDERSON	GF-PRODEUCE,RAZRO PRO-B&G	$ 91.49
3/31/2016	OFFICE DEPOT #2720	BRIGHTON	GF-FILE,VERTICAL,BLACK-B&G	$ 12.99
3/31/2016	OFFICE DEPOT #2720	BRIGHTON	GF-CHAIR,HARRINGTON II,HIBK,BURG-B&G	$ 119.99
4/5/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-CRABGRASS KILL,CONTAINER-B&G	$ 11.46
4/7/2016	MAC EQUIPMENT INC (LOV	LOVELAND	GF-TRIMMER RACK-B&G	$ 142.68
4/8/2016	CPS DISTRIBUTORS INC L	03033946040	GF-IRRIGATION SUPPLIES-B&G	$ 836.98
4/9/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-WATER,COLA/WK RELEASE-B&G	$ 11.97
4/9/2016	LITTLE CAESARS PIZZA	FORT LUPTON	GF-PIZZA/WK RELEASE-B&G	$ 38.85
4/9/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-CONCRETE,GLOVES-B&G	$ 58.46
4/11/2016	CPS DISTRIBUTORS INC L	03033946040	GF-IRRIGATION SUPPLIES-B&G	$ 48.01
4/18/2016	AGFINITY HENDERSON AGR	HENDERSON	GF-WEED & FEED,AMINE-B&G	$ 922.08
4/18/2016	CPS DISTRIBUTORS INC L	03033946040	GF-IRRIGATION SUPPLIES CRDT-B&G	$ (48.01)
4/22/2016	T J EXPRESS	FORT LUPTON	GF-UNL PRM-90/91OC-B&G	$ 24.86
4/22/2016	ACE HARDWARE OF FORT L	FORT LUPTON	GF-2 CYCLE OIL-B&G	$ 87.15
4/25/2016	AGFINITY HENDERSON AGR	HENDERSON	GF-WEED & FEED,AMINE-B&G	$ 922.08
4/28/2016	IN *BRIGHTLINE DISTRIB	954-5884405	GF-FIRST AID SUPPLIES-B&G	$ 89.22
3/30/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-ABS CAP-MUSEUM	$ 3.88
3/30/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-ABS CAP-MUSEUM	$ 3.88
3/30/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-ABS CAP-MUSEUM	$ 3.88
3/30/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-ABS CAP-MUSEUM	$ 3.88
3/30/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-FELT PADS-MUSEUM	$ 2.67
3/30/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-ABS TEE-MUSEUM	$ 2.60
3/30/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-ABS TEE-MUSEUM	$ 2.60
3/30/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-ABS TEE-MUSEUM	$ 2.60
3/30/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-ABS TEE-MUSEUM	$ 2.60
3/30/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-CORNER BRACE-MUSEUM	$ 4.37
3/30/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-MCLNERS1CT-MUSEUM	$ 1.00
3/30/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-LEG TIP-MUSEUM	$ 2.38
3/30/2016	THE HOME DEPOT #1547	BRIGHTON	CPR-8OZABSCEMENT-MUSEUM	$ 4.88
3/30/2016	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-FOAM,CAP ENDS,SCREWS-MUSEUM	$ 32.94
4/4/2016	LOWES #01874*	LONGMONT	CPR-DURACELL D 4CT-MUSEUM	$ 14.96
4/4/2016	LOWES #01874*	LONGMONT	CPR-AIRWICK 3-CT SNUGGLE OIL-MUSEUM	$ 7.48
4/7/2016	OSI*UNITEDSTATESFLAG	877-734-2458	CPR-FLAG & POLE-MUSEUM	$ 55.22
4/18/2016	PINMART, INC	ELK GROVE VIL	CPR-POW MIA RIBBONS-MUSEUM	$ 35.92
4/21/2016	SAFEWAY STORE 00010454	FT LUPTON	CPR-BLOCK ICE-MUSEUM	$ 3.98
4/21/2016	SAFEWAY STORE 00010454	FT LUPTON	CPR-SAFEWAY GIFT CARD-MUSEUM	$ 40.00
4/21/2016	SAFEWAY STORE 00010454	FT LUPTON	CPR-ORANGE JUICE-MUSEUM	$ 1.01
4/21/2016	SAFEWAY STORE 00010454	FT LUPTON	CPR-ADHESIVE GLUE STICKS-MUSEUM	$ 3.99
4/21/2016	SAFEWAY STORE 00010454	FT LUPTON	CPR-TRAYS/PLATTERS-MUSEUM	$ 5.00
4/21/2016	SAFEWAY STORE 00010454	FT LUPTON	CPR-TEAS TEAS/COFFEE-MUSEUM	$ 2.79

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
4/21/2016	SAFEWAY STORE 00010454	FT LUPTON	CPR-BOTTLED WATER-MUSEUM	$ 0.62
4/21/2016	SAFEWAY STORE 00010454	FT LUPTON	CPR-ADHESIVE TAPE-MUSEUM	$ 7.98
4/21/2016	SAFEWAY STORE 00010454	FT LUPTON	CPR-TEAS TEAS/COFFEE-MUSEUM	$ 2.79
4/21/2016	SAFEWAY STORE 00010454	FT LUPTON	CPR-DANISH/PASTRIES/CINNA-MUSEUM	$ 5.00
4/21/2016	SAFEWAY STORE 00010454	FT LUPTON	CPR-COOKIES-MUSEUM	$ 5.00
4/21/2016	SAFEWAY STORE 00010454	FT LUPTON	CPR-FRESH FRUIT-MUSEUM	$ 9.99
4/21/2016	SAFEWAY STORE 00010454	FT LUPTON	CPR-MISC FOOD ITEM-MUSEUM	$ 2.37
4/25/2016	FURNITURE FEET	FAIRFIELD	CPR-RTN ITEM-MUSEUM	$ (157.94)
4/25/2016	FURNITURE FEET	FAIRFIELD	CPR-FURNITURE FEET-MUSEUM	$ 157.94
4/28/2016	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-GLOVES,BATTERY,TBAGS,GARDEN SUP-MUSEUM	$ 128.13
3/30/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-CHEESE	$ 2.99
3/30/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-MILK	$ 0.99
3/30/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-MISC FOOD ITEMS	$ 2.00
4/1/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-RED GRAPES	$ 1.02
4/1/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-HEAVY WHIPPING CREAM	$ 11.18
4/1/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-TRADITIONAL JAMS	$ 1.99
4/1/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-TRADITIONAL JAMS	$ 3.89
4/1/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-FRESH CUT FRUIT	$ 9.03
4/1/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-FRESH FRUIT CONVENIENCE	$ 9.03
4/1/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-FROZEN PIE SHELLS	$ 7.58
4/1/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-MISC FOOD ITEM	$ 9.30
4/2/2016	AMAZON.COM	AMZN.COM/BILL	GOLF-LINENTABLECLOTH 60 X 126	$ 136.62
4/2/2016	AMAZON.COM	AMZN.COM/BILL	GOLF-SALES TAX	$ 3.96
4/2/2016	AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	GOLF-LINENTABLECLOTH 60 X 126	$ 15.18
4/2/2016	AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	GOLF-SALES TAX	$ 0.44
4/6/2016	1000BULBS.COM	800-624-4488	GOLF-F18DBXT4/SPX41	$ 23.20
4/6/2016	1000BULBS.COM	800-624-4488	GOLF-MISC CHG/BULBS	$ 11.52
4/7/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-NAVEL ORANGES	$ 2.12
4/7/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-WHITE ONIONS	$ 2.88
4/7/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-INGREDIENT NON-ALCOHOLIC MIXES	$ 2.99
4/7/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-TRADITIONAL SHELL EGGS	$ 11.97
4/7/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-BREAKFAST SYRUPS	$ 3.79
4/7/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-STRIPS/SPEARS PICKLES	$ 3.49
4/7/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-CELERY	$ 4.98
4/7/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-MISC DISC	$ (0.75)
4/11/2016	PLATTE RESTAURANT EQUI	DENVER	GOLF-TOP MOUNT COOLER/PO2966	$ 522.01
4/15/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-SHELL EGGS	$ 3.99
4/15/2016	STORE SUPPLY	08008238887	GOLF-PANTS/DRESS HANGERS,RACK	$ 356.76
4/22/2016	VISTAPR*VISTAPRINT.COM	866-8936743	GOLF-BUSINESS CARDS	$ 41.99
4/23/2016	OFFICE DEPOT #2720	BRIGHTON	GOLF-LABEL,P/S,COPR,BND,8.5X11,1CBX	$ 44.99
4/23/2016	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GOLF-TABLECLOTH RECTANGULAR	$ 47.97
4/23/2016	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GOLF-TABLECLOTH RECTANGULAR	$ 255.84
4/24/2016	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	GOLF-TABLECLOTH RECTANGULAR	$ 15.99
4/25/2016	AMAZON.COM	AMZN.COM/BILL	GOLF-TABLECLOTH ADJ	$ (108.89)
3/31/2016	DBE MANUFACTURING AND	GREELEY	GOLF-STEEL TUBE	$ 117.54
4/1/2016	PURIFOY CHEVROLET	FORT LUPTON	GOLF-STEEL TUBE	$ 55.90
4/4/2016	AIR CARE COLORADO DACO	DACONO	GOLF-VEHICLE AIR EMMISSIONS	$ 25.00
4/11/2016	PLATTE RESTAURANT EQUI	DENVER	GOLF-TOP MOUNT COOLER/PO2966	$ 999.99
4/1/2016	FAT CATS WESTMINSTER	WESTMINSTER	REC-BOWLING DEPOSIT-PRESCHOOL	$ 60.00
4/1/2016	ACE HARDWARE OF FORT L	FORT LUPTON	REC-KEYS MADE	$ 2.49
4/7/2016	JUMPSTREET 9	LAKEWOOD	REC-TEEN ACTIVITY DEPOSIT-TEENS	$ 100.00
4/8/2016	SAFEWAY STORE 00010454	FT LUPTON	REC-COOKIES&CANDY-TEENS	$ 102.23
4/22/2016	WATER WORLD - IN PARK	DENVER	REC-TEEN ACTIVITY DEPOSIT-TEENS	$ 434.85
4/28/2016	KING SOOPERS #81	BRIGHTON	REC-VARIOUS SYRUPS-DAY CAMP	$ 20.93
4/15/2016	R AND L TIRES LLC	FORT LUPTON	GOLF-TIRE REPAIR	$ 10.00
4/27/2016	DBE MANUFACTURING AND	GREELEY	GOLF-SENOR REPAIR PART	$ 68.34
4/8/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-SUGAR	$ 1.99
			GOLF-CLOROX	$ 10.58
4/15/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-CHEESE	$ 4.99

Transaction Date	Merchant Name	Merchant City	Product Description		Net Cost
4/15/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-WHITE MUSHROOMS	$	1.81
4/15/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-LUNCHEON MEAT SPECIALTY	$	2.21
4/15/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-MISC CHG	$	0.98
4/20/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-LIMES	$	3.00
4/20/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-LEMONS	$	2.97
4/20/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-GREEN LEAF LETTUCE	$	1.98
4/20/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-EGGS	$	12.99
4/20/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-TOMATOES	$	6.98
4/20/2016	THE HOME DEPOT #1547	BRIGHTON	GOLF-3M HOOKS	$	19.87
4/20/2016	THE HOME DEPOT #1547	BRIGHTON	GOLF-MINIBLIND	$	47.47
4/20/2016	THE HOME DEPOT #1547	BRIGHTON	GOLF-MINIBLIND	$	47.47
4/20/2016	THE HOME DEPOT #1547	BRIGHTON	GOLF-HVDTGROUTGLV	$	2.97
4/20/2016	THE HOME DEPOT #1547	BRIGHTON	GOLF-36PK TWLS	$	14.97
4/22/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-BELL PEPPERS	$	1.29
4/22/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-RED ONIONS	$	1.08
4/22/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-WHITE ONIONS	$	1.37
4/22/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-BROWN SUGAR	$	1.29
4/22/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-BACON REGULAR	$	3.99
4/22/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-MISC FOOD CHG	$	3.90
4/25/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-RED LEAF LETTUCE	$	0.99
4/25/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-WHITE ONIONS	$	1.42
4/25/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-HOTHOUSE ROUND	$	6.98
4/25/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-CABBAGE SLAW	$	0.98
4/25/2016	SAFEWAY STORE 00010454	FT LUPTON	GOLF-MISC CHG	$	1.61
4/1/2016	LIFEAID BEVERAGE COMPA	888-558-1113	REC-FITAID DRINK	$	396.00
4/4/2016	DS SERVICES STANDARD C	800-4928377	REC-KEURIG RENTAL	$	29.85
4/4/2016	COLORADO PARKS AND REC	WHEAT RIDGE	CPR-2016 WORKSHOP	$	35.00
4/5/2016	LATHEM TIME CORP	404-6910400	REC-ERROR IN CHG	$	84.00
4/6/2016	LATHEM TIME CORP	404-6910400	REC-MAR16 ERROR IN CHG	$	(84.00)
4/6/2016	LATHEM TIME CORP	404-6910400	REC-APR16 ERROR IN CHG	$	(84.00)
4/7/2016	ACE HARDWARE OF FORT L	FORT LUPTON	REC-PAINT	$	78.46
4/27/2016	ACE HARDWARE OF FORT L	FORT LUPTON	CPR-CABLE&COUPLER	$	10.97
			TOTAL PARKS & RECREATION	**$**	**16,316.98**
3/31/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	11.83
4/2/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	16.83
4/8/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	16.70
4/14/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	14.78
4/20/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	13.19
4/22/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	16.85
4/23/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	14.70
4/9/2016	SAFEWAY FUEL 10010452	FORT LUPTON	GF-UNL REG 86/87 OC-POLICE	$	17.46
4/16/2016	SAFEWAY FUEL 10010452	FORT LUPTON	GF-UNL REG 86/87 OC-POLICE	$	42.27
3/30/2016	SAFEWAY FUEL 10010452	FORT LUPTON	GF-UNL REG 86/87 OC-POLICE	$	32.33
4/3/2016	CORNER STORE 4109	FT LUPTON	GF-UNL REG 86/87 OC-POLICE	$	23.56
4/7/2016	CORNER STORE 4109	FT LUPTON	GF-UNL REG 86/87 OC-POLICE	$	33.02
4/13/2016	CORNER STORE 4109	FT LUPTON	GF-UNL REG 86/87 OC-POLICE	$	31.57
4/25/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	0.02
4/25/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	10.26
4/26/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-CARD-POLICE	$	2.99
4/26/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-MISC CHG-POLICE	$	0.19
3/30/2016	SANTIAGOS MEXICAN REST	FORT LUPTON	GF-LUNCH MEETING-POLICE	$	5.88
4/3/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	15.94
4/4/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	15.76
4/6/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	6.52
4/9/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	12.76
4/11/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	16.88
4/13/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	16.12
4/13/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	16.34
4/18/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	16.20

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
4/19/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 15.93
4/19/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 16.34
4/21/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 13.78
4/25/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 14.71
3/30/2016	SIRCHIE FINGER PRINT L	800-3567311	GF-VARIOUS TEST-POLICE	$ 262.48
4/1/2016	USPS 07322203930329023	FORT LUPTON	GF-POSTAGE-POLICE	$ 11.83
4/5/2016	USPS 07322203930329023	FORT LUPTON	GF-EVIDENCE&VEH IMP POSTAGE-POLICE	$ 10.28
4/16/2016	USPS 07322203930329023	FORT LUPTON	GF-EVIDENCE POSTAGE-POLICE	$ 6.23
4/16/2016	WAL-MART #4567	THORNTON	GF-WATER-POLICE	$ 10.36
4/19/2016	USPS 07322203930329023	FORT LUPTON	GF-VEHICLE IMP-POLICE	$ 40.96
4/19/2016	WAL-MART #4567	THORNTON	GF-CUPS-POLICE	$ 19.90
4/20/2016	USPS 07322203930329023	FORT LUPTON	GF-EVIDENCE POSTAGE-POLICE	$ 2.45
4/25/2016	USPS 07322203930329023	FORT LUPTON	GF-VEHICLE IMP-POLICE	$ 30.72
4/27/2016	USPS 07322203930329023	FORT LUPTON	GF-EVIDENCE POSTAGE-POLICE	$ 5.28
4/28/2016	WM SUPERCENTER #4567	BRIGHTON	GF-K50 BLK,RPL PLAN-POLICE	$ 97.00
4/29/2016	USPS 07322203930329023	FORT LUPTON	GF-EVIDENCE&VEH IMP POSTAGE-POLICE	$ 14.40
4/13/2016	SUBWAY 00541268	FORT LUPTON	GF-SUBWAY FOOD-POLICE	$ 76.97
4/26/2016	AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	GF-MASTER LOCK PUSH BUTTON WALL-POLICE	$ 29.49
4/26/2016	AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	GF-MISC CHG-POLICE	$ 8.42
4/3/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 12.72
4/4/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 13.02
4/5/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 8.31
4/5/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 4.74
4/7/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 13.71
4/11/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 9.95
4/12/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 13.57
4/13/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 11.98
4/18/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 13.02
4/20/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 11.45
4/25/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 9.04
4/26/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 9.66
3/31/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 15.04
4/1/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 7.58
4/7/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 16.85
4/9/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 9.51
4/13/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 9.35
4/15/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 10.80
4/16/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 13.24
4/21/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 6.91
4/27/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 15.10
4/8/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 16.73
4/20/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 12.55
4/22/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 13.99
4/4/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 12.42
4/12/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 16.78
4/1/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$ 15.25
4/2/2016	OFFICE DEPOT #2720	BRIGHTON	GF-INK,HP 901,2/PK,COMBO/E15M PROG-POLICE	$ (84.00)
4/2/2016	MICHAELS STORES 8790	BRIGHTON	GF-RUB CEMENT,CRAFT BOND/E15M PROG-POLICE	$ 18.97
4/2/2016	OFFICE DEPOT #2720	BRIGHTON	GF-PAPER,COPY,OD,REAM/E15M PROG-POLICE	$ 6.49
4/2/2016	OFFICE DEPOT #2720	BRIGHTON	GF-INK,HP 901,TRI-COLOR/E15M-PROG-POLICE	$ 31.99
4/2/2016	OFFICE DEPOT #2720	BRIGHTON	GF-TRIMMER,12"/E15M PROG-POLICE	$ 33.99
4/2/2016	OFFICE DEPOT #2720	BRIGHTON	GF-LABELS,CD/DVD/E15M PROG-POLICE	$ 39.98
4/2/2016	OFFICE DEPOT #2720	BRIGHTON	GF-DISC,DVD-R 50PK/E15M PROG-POLICE	$ 29.98
4/2/2016	OFFICE DEPOT #2720	BRIGHTON	GF-INK,HP COMBO/E15M PROG-POLICE	$ 84.00
4/2/2016	OFFICE DEPOT #2720	BRIGHTON	GF-HOLEPUNCH/E15M PROG-POLICE	$ 17.99
4/2/2016	OFFICE DEPOT #2720	BRIGHTON	GF-INK,HP COMBO/E15M PROG-POLICE	$ 84.00
4/2/2016	OFFICE DEPOT #2720	BRIGHTON	GF-BRANDED MERCH CARD/E15M PROG	$ 15.00
4/2/2016	OFFICE DEPOT #2720	BRIGHTON	GF-DISCOUNT/E15M PROG-POLICE	$ (15.00)
4/2/2016	OFFICEMAX/OFFICEDEPOT6	THORNTON	GF-CASE,SLIM/E15M PROG-POLICE	$ 31.99

Transaction Date	Merchant Name	Merchant City	Product Description		Net Cost
4/2/2016	OFFICEMAX/OFFICEDEPOT6	THORNTON	GF-DISCOUNT/E15M PROG-POLICE	$	(15.00)
4/3/2016	WAL-MART #1659	BRIGHTON	GF-PHOTOS/E15M PROG	$	80.00
4/4/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	11.18
4/4/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	11.66
4/7/2016	SIGNARAMA	BRIGHTON	GF-COROPLAT TUMBSTONE/E15M PROG-POLICE	$	1,425.00
4/9/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	15.39
4/21/2016	POLICE DEPARTMENT	WESTMINSTER	GF-TRAINING-POLICE	$	125.00
4/23/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	8.46
4/24/2016	KING SOOPERS #0068	THORNTON	GF-ANTIFEEZE-POLICE	$	9.99
4/26/2016	CHIPOTLE 0254	CENTENNIAL	GF-LUNCH TRAINING-POLICE	$	9.18
4/29/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	$	17.01
4/2/2016	SHELL OIL 57444189302	MILLIKEN	GF-UNL REG 86/87 OC-POLICE	$	46.72
4/10/2016	KING SOOPERS #0717 FUE	GREELEY	GF-UNL REG 86/87 OC-POLICE	$	43.05
4/12/2016	RUBY TUESDAY #7226	DENVER	GF-DINNER MEETING-POLICE	$	59.37
4/15/2016	CORNER STORE 4109	FT LUPTON	GF-UNL REG 86/87 OC-POLICE	$	44.25
4/15/2016	TGI FRIDAYS 62615	LONGMONT	GF-DINNER MEETING-POLICE	$	71.79
4/16/2016	CHILI'S PRAIRIE CENTER	BRIGHTON	GF-DINNER MEETING-POLICE	$	77.92
4/19/2016	CORNER STORE 4109	FT LUPTON	GF-UNL REG 86/87 OC-POLICE	$	38.02
4/25/2016	SAFEWAY FUEL 10010452	FORT LUPTON	GF-UNL REG 86/87 OC-POLICE	$	44.02
4/27/2016	COLORADO ASSOCIATION O	303-7509764	GF-IMPROVING SERVICES CONF-POLICE	$	533.94
4/28/2016	HOLIDAY INNS EXPRESS	GRAND JCT	GF-LODGING FOR CONF-POLICE	$	398.34
			TOTAL PUBLIC SAFETY	**$**	**4,782.42**
4/28/2016	PLOTTER SUPPLIES INC	03034502900	GF-INK CARTRIDGE-PLANNING	$	132.19
4/26/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-CARD FOR MEMBER-PLANNING	$	4.69
4/26/2016	SAFEWAY STORE 00010454	FT LUPTON	GF-MISC CHG-PLANNING	$	0.31
4/7/2016	CLERK AND RECORDER WEL	9703046530	GF-GIS SUBSCRIPTION	$	300.00
			TOTAL COMMUNITY DEVELOPMENT	**$**	**437.19**
			TOTAL PURCHASE CARDS FOR APRIL 2016	**$**	**25,617.01**

2365

CESARE, INC.

Geotechnical Engineers & Construction Materials Consultants

7108 South Alton Way, Bldg. B, Centennial, CO 80112

Invoice

DATE	INVOICE NO.
4/29/2016	15.3052.6

BILL TO:

J&T CONSULTING INC
ATTN: JC YORK
305 DENVER AVE., SUITE D
FORT LUPTON, CO 80621

REMIT TO:

CESARE, INC.
7108 S. ALTON WAY, BUILDING B
CENTENNIAL, CO 80112

P.O. NO.	TERMS	DUE DATE	MANAGER	PROJECT
	Net 30	5/29/2016	TWT	15.3052

DESCRIPTION	QUANTITY	RATE	AMOUNT
14th Street and Denver Avenue Street Rehabilitation Fort Lupton, Colorado			
Material Testing Services from 3/13/16 through 4/9/16			
PCCP Pavement Testing	2	800.00	1,600.00
Field/Laboratory Technician	14.75	57.00	840.75
Project Manager	3.25	99.00	321.75
Technical Support	0.25	52.00	13.00
LABORATORY TESTING			
Compressive Strength (Cylinders)	13	15.00	195.00
Flexural Strength (Beam sets)	2	270.00	540.00

PO 2804 14th + Factory Testing
10-310-57500 $3,510.50
5/5/2016

POSTED

The sum of any liability incurred by Cesare, Inc. will not exceed the cost of our analysis.
Please refer to Invoice Number when remitting payment.
A late payment service charge of 1.5% per month will be applied to unpaid balances commencing thirty (30) days from the date of invoice.
Tax ID #84-1055936

Total	$3,510.50
Credits	$0.00
Balance Due	$3,510.50

7108 South Alton Way, Building B • Centennial, Colorado 80112 • www.cesareinc.com
Phone 303-220-0300 • Fax 303-220-0442

167

INVOICE

CIRSA

City Of Fort Lupton
Attn: Leann Perino
130 S. McKinley Ave.
Fort Lupton, CO 80621

Date: May 12, 2016
Invoice #: W16303

DESCRIPTION	COVERAGE DATES	AMOUNT DUE
2015 Payroll Audit	01/01/15-01/01/16	$17,503.00
2015 WC Premium Adjustment 10-180-51120 $17,503 5/12/2016 Payroll audit is part of renewal approval.		
		$17,503.00

POSTED

PLEASE REMIT YOUR PAYMENT TO: **CIRSA**
P.O. Box 910543
Denver, CO 80291-0543

Payments are due as of the invoice date listed above and considered delinquent after 45 days. Payments received after 45 days will accrue interest at the current Prime Rate.

1490

J&T Consulting, Inc.
305 Denver Avenue - Suite D
Fort Lupton, CO 80631
303-857-6222

Invoice #: ***1860***

Bill to:
City of Fort Lupton
Attn: Claud Hanes, City Administrator
130 South McKinley Avenue
Fort Lupton, CO 80621

Invoice Date: 5/1/2016
Date Due: 5/31/2016

Project: 2015 14th and Denver Avenue and Factory Circle Drive Construction Services
Construction Services Completed in April.

JT Project # 13134

Item Description	Staff	Hours	Hourly Rate	Amount
Construction Services Weekly construction progress meetings with NCC, City staff, and utility owners. Meetings with NCC on-site to review utility crossings at Factory Circle, driveway concrete paving, and subgrade elevations. Construction observation of storm sewer, concrete pavement installation and subgrade preparation. Meetings with Lawson on driveway locations and grading of spandrels and curb and gutter to check grades.	JCY	32	$ 105	$3,360.00
	TPY	36	$ 95	$3,420.00
	CS	24	$ 85	$2,040.00
			Subtotal:	*$8,820.00*
			Total:	**$8,820.00**

POSTED

Expenses	Quantity	Rate	Amount
Copies (B&W - E-mails, copies, etc.)	46	$0.05	$2.30
Plots 11x17	8	$2.25	$18.00
		Total:	**$20.30**

Invoice total: ***$8,840.30***

Thank you for your business!

PO 2805 14th + Factory Cr
10-310-57500 $8,840.30
5/5/2016

617

RECEIVED
MAY - 9 2016
BY:

Petrock & Fendel, P.C.
700 17th Street, Suite 1800
Denver, CO 80202

DESCRIPTION Apr '16 Legal Fees
ACCT NO. 70·520·53120 $ 4,793.50
ACCT NO. _____ $ _____
ACCT NO. _____ $ _____
APPROVED FOR PAYMENT BY: _____
PROJECTOR _____ DATE _____
DEPT HEAD _____ DATE _____
FINANCE DEPT Leann Arino DATE 5/10/2016
CITY ADMIN [signature] DATE 5/11/16
MAYOR _____ DATE _____

Invoice submitted to:
City of Fort Lupton
130 S. McKinley
Fort Lupton, CO 80621

May 02, 2016

Invoice #26555

POSTED

Professional Services

			Hours	Amount
4/1/2016	FAF	Phone in to Windy Gap meeting re Greeley concerns with 401 cert.	1.50	
	FAF	Telephone conference with E. Wilkinson re follow up to meeting.	0.30	
	FAF	Telephone conference with P. Nichols re follow up to Windy Gap meeting.	0.30	
4/5/2016	FAF	Emails with P. Weiss re response to accounting comments.	0.30	
4/6/2016	FAF	Windy Gap agenda & minutes.	0.30	
4/7/2016	FAF	Review draft responses to IRF comments from P. Weiss; email comments.	1.00	
4/12/2016	FAF	Windy Gap meeting.	2.30	
	FAF	Emails with P Weiss re IRF recalculation.	0.30	
4/13/2016	FAF	Emails with P. Weiss re IRF recalculation; emails with Centennial, Aurora re information shared with engineers.	0.40	
4/15/2016	FAF	Look at proposed Northern rule re subcontracting for benefit to Fort Lupton.	1.00	
4/18/2016	FAF	Telephone Status Conference - Tri State 15CW3178.	0.40	
	FAF	Follow up to status conference, Tri State - note deadlines, schedule.	0.20	
4/20/2016	FAF	Work on South Adams agreement; emails with C. Hanes re revisions; send to Tri State.	2.30	
4/22/2016	FAF	Meeting with Tri State re common projects proposal.	3.30	

			Hours	Amount
4/25/2016	FAF	Tri State proposed decree & engineering: initial review of engineering; emails with T. Williams.	2.20	
4/26/2016	FAF	Prepare for 1041 meeting.	1.00	
	FAF	Weld County 1041 stakeholders group meeting.	4.70	
4/28/2016	FAF	Review and prepare comments on Tri State terms sheet.	1.70	
4/29/2016	FAF	Review email from T. Parko with new Weld County code language; review and send to C. Hanes.	0.40	
	For professional services rendered		23.90	$4,780.00
	Additional Charges :			
4/1/2016	Case No. 03CW119, E-filing fees for March 2016			13.50
	Total additional charges			$13.50
	Total amount of this bill			$4,793.50
	Previous balance			$3,421.00
	Accounts receivable transactions			
4/25/2016	Payment - Thank You. Check No. 59024			($3,421.00)
	Total payments and adjustments			($3,421.00)
	Balance due			$4,793.50

PLEASE REFERENCE INVOICE NUMBER ON PAYMENT CHECK OR VOUCHER.

Todd Hodges Design, LLC
2412 Denby Court
Fort Collins, Colorado 80526
970-613-8556

Invoice

Date	Invoice #
5/31/2016	2882

Bill To
City of Fort Lupton Attn: Claud Hanes 130 S. McKinley Avenue Fort Lupton, Colorado 80621

Terms	Project	Project Number
Due on receipt		Fort Lupton

Item	Description	Qty	Rate	Serviced	Amount
Consulting 1	planning services May 16 - May 30, 2016	64.33	125.00		8,041.25

Please remit to above address. Thank you for your business.

Total	$8,041.25
Payments/Credits	$0.00
Balance Due	$8,041.25

Phone #
970-613-8556

Job	Clocked In	Clocked Out	Duration	Comment
Economic dev	5/16/2016 7:00	5/16/2016 8:33	1.55	Calls, updates, schedules
Fort Lupton	5/16/2016 7:00	5/16/2016 9:00	2	Emails, calls
Fort Lupton	5/16/2016 14:55	5/16/2016 19:30	3.67	Emails, schedules, updates
Economic dev	5/17/2016 7:01	5/17/2016 12:18	5.28	Voice mail, calls, sites, schedules, research for potential projects
Fort Lupton	5/17/2016 12:45	5/17/2016 17:38	4.88	Calls, staff items, Preap, code, updates, research
Fort Lupton	5/18/2016 9:30	5/18/2016 15:20	5.5	Calls, sites, staff items, updates, Tri state mtg, emails
Fort Lupton	5/19/2016 9:09	5/19/2016 10:00	0.85	Updates
Fort Lupton	5/19/2016 10:12	5/19/2016 14:25	4.22	Calls, updates
Economic dev	5/19/2016 16:22	5/19/2016 16:44	0.37	Calls
Fort Lupton	5/20/2016 9:28	5/20/2016 10:52	1.4	Calls, follow up on trail
Economic dev	5/23/2016 7:33	5/23/2016 9:30	1.95	Calls, site, emails
Fort Lupton	5/23/2016 10:18	5/23/2016 14:39	4.35	Staff, calls, mtgs, sites, code, pre ap
ADVAR2016-001	5/23/2016 14:40	5/23/2016 15:44	1.07	Site, letter, review, correspondence
Economic dev	5/23/2016 15:44	5/23/2016 18:06	2.37	Calls, emails, info for mtgs, follow up on potential developments
Economic dev	5/24/2016 7:35	5/24/2016 8:38	1.05	Calls on potential project, update on trail project,
Fort Lupton	5/24/2016 10:38	5/24/2016 15:29	4.85	Calls, code, walk in mtgs, sites
Economic dev	5/25/2016 7:39	5/25/2016 11:50	4.18	Calls prep, conf calls, research
Fort Lupton	5/25/2016 14:40	5/25/2016 21:21	5.85	Walk in mtgs permits staff items, townhall
Economic dev	5/26/2016 7:10	5/26/2016 9:20	1	Calls on projects, updates
Fort Lupton	5/27/2016 7:14	5/27/2016 15:29	7.53	Calls, emails, code, follow up on coyote, updates, schedules, water items
Economic dev	5/27/2016 15:37	5/27/2016 15:51	0.23	Calls on annexation, follow up on site
Fort Lupton	5/27/2016 16:40	5/27/2016 16:51	0.18	Staff items
		total time:	64.33	

Todd Hodges

From: THDLLC <toddhodgesdesign@qwestoffice.net>
Sent: Tuesday, May 31, 2016 6:00 AM
To: toddhodgesdesign@qwestoffice.net
Subject: Time tracking data export
Attachments: CSVExport.csv; Untitled attachment 00004.txt; TotalsCSVExport.csv; Untitled attachment 00007.txt

Mon 5/16/16:
Economic dev, 7:00 AM to 8:33 AM (1.55h) at $125.00/hour for $193.75 (Calls, updates, schedules)
Fort Lupton, 7:00 AM to 9:00 AM (2h) for $250.00 (Emails, calls) Fort Lupton, 2:55 PM to 7:30 PM (3.67h) for $458.33 (Emails, schedules, updates) 0.17h break, 3:35 PM to 3:45 PM 0.75h break, 5:15 PM to 6:00 PM

Total: 7.22h ($902.08)

Tue 5/17/16:
Economic dev, 7:01 AM to 12:18 PM (5.28h) for $660.42 Voice mail, calls, sites, schedules, research for potential projects

Fort Lupton, 12:45 PM to 5:38 PM (4.88h) for $610.42 Calls, staff items, Preap, code, updates, research

Total: 10.17h ($1,270.83)

Wed 5/18/16:
Fort Lupton, 9:30 AM to 3:20 PM (5.5h) for $687.50 0.33h break, 12:40 PM to 1:00 PM

Calls, sites, staff items, updates, Tri state mtg, emails

Total: 5.5h ($687.50)

Thu 5/19/16:
Fort Lupton, 9:09 AM to 10:00 AM (0.85h) for $106.25 (Updates) Fort Lupton, 10:12 AM to 2:25 PM (4.22h) for $527.08 (Calls, updates) Economic dev, 4:22 PM to 4:44 PM (0.37h) for $45.83 (Calls)
Total: 5.43h ($679.17)

Fri 5/20/16:
Fort Lupton, 9:28 AM to 10:52 AM (1.4h) for $175.00 (Calls, follow up on trail)
Total: 1.4h ($175.00)

Mon 5/23/16:
Economic dev, 7:33 AM to 9:30 AM (1.95h) for $243.75 (Calls, site, emails) Fort Lupton, 10:18 AM to 2:39 PM (4.35h) for $543.75 (Staff, calls, mtgs, sites, code, pre ap) ADVAR2016-001, 2:40 PM to 3:44 PM (1.07h) for $133.33 (Site, letter, review, correspondence) Economic dev, 3:44 PM to 6:06 PM (2.37h) for $295.83 Calls, emails, info for mtgs, follow up on potential developments

Total: 9.73h ($1,216.67)

Tue 5/24/16:
Economic dev, 7:35 AM to 8:38 AM (1.05h) for $131.25 Calls on potential project, update on trail project,

Fort Lupton, 10:38 AM to 3:29 PM (4.85h) for $606.25 (Calls, code, walk in mtgs, sites)
Total: 5.9h ($737.50)

Wed 5/25/16:
Economic dev, 7:39 AM to 11:50 AM (4.18h) for $522.92 (Calls prep, conf calls, research) Fort Lupton, 2:40 PM to 9:21 PM (5.85h) for $731.25 (Walk in mtgs permits staff items, townhall) 0.83h break, 5:10 PM to 6:00 PM

Total: 10.03h ($1,254.17)

Thu 5/26/16:
Economic dev, 7:10 AM to 9:20 AM (1h) for $125.00 (Calls on projects, updates) 1.17h break, 7:17 AM to 8:27 AM

Total: 1h ($125.00)

Fri 5/27/16:
Fort Lupton, 7:14 AM to 3:29 PM (7.53h) for $941.67 0h break, 7:50 PM to 12:30 PM 0.72h break, 1:30 PM to 2:13 PM

Calls, emails, code, follow up on coyote, updates, schedules, water items

Economic dev, 3:37 PM to 3:51 PM (0.23h) for $29.17 (Calls on annexation, follow up on site) Fort Lupton, 4:40 PM to 4:51 PM (0.18h) for $22.92 (Staff items)
Total: 7.95h ($993.75)

Grand Total: 64.33h ($8,041.67)

Todd Hodges Design, LLC
2412 Denby Court
Fort Collins, Colorado 80526
970-613-8556

Invoice

Date	Invoice #
5/16/2016	2878

Bill To
City of Fort Lupton Attn: Claud Hanes 130 S. McKinley Avenue Fort Lupton, Colorado 80621

Terms	Project	Project Number
Due on receipt		Fort Lupton

Item	Description	Qty	Rate	Serviced	Amount
Consulting 1	planning services May 2 - May 15, 2016	65.07	125.00		8,133.75

Please remit to above address. Thank you for your business.

Total	$8,133.75
Payments/Credits	$0.00
Balance Due	$8,133.75

Phone #
970-613-8556

Todd Hodges

From: THDLLC <toddhodgesdesign@qwestoffice.net>
Sent: Monday, May 16, 2016 6:53 AM
To: toddhodgesdesign@qwestoffice.net
Subject: Time tracking data export
Attachments: CSVExport.csv; Untitled attachment 00179.txt; TotalsCSVExport.csv; Untitled attachment 00182.txt

Mon 5/2/16:
Economic dev, 7:09 AM to 7:22 AM (0.22h) at $125.00/hour for $27.08 (Call on project, update)
Fort Lupton, 7:55 AM to 8:15 AM (0.33h) for $41.67 (Site, theatre, updates) Fort Lupton, 8:38 AM to 5:42 PM (9.07h) for $1,133.33 Calls, staff mtgs, site, coyote review, oil/gas review, hemp review, walk ins

Total: 9.62h ($1,202.08)

Tue 5/3/16:
Fort Lupton, 9:06 AM to 12:18 PM (1.2h) for $150.00 (Calls, permits) 2h break, 9:30 AM to 11:30 AM

Economic dev, 1:58 PM to 4:19 PM (2.35h) for $293.75 (Calls on potential projects, updates, schedules)
Total: 3.55h ($443.75)

Wed 5/4/16:
Economic dev, 7:11 AM to 7:49 AM (0.63h) for $79.17 (Emails, calls) Fort Lupton, 12:30 PM to 1:40 PM (1.17h) for $145.83 (Staff, updates, emails, code) Economic dev, 2:00 PM to 5:13 PM (3.22h) for $402.08 (Pre ap, updates, new projects) Economic dev, 5:31 PM to 5:50 PM (0.32h) for $39.58 (Calls on projects)
Total: 5.33h ($666.67)

Thu 5/5/16:
Economic dev, 7:18 AM to 12:20 PM (5.03h) for $629.17 Call on new project, site, potential permits, updates, emails, trail

Fort Lupton, 1:54 PM to 3:38 PM (1.73h) for $216.67 Calls on new project, call on car lot, calls on schedules, mtgs set

Fort Lupton, 3:33 PM to 4:10 PM (0.62h) for $77.08 (Calls on metro districts, schedules)
Total: 7.38h ($922.92)

Fri 5/6/16:
Economic dev, 2:27 PM to 4:04 PM (1.62h) for $202.08 Voice mails, email search, calls on potential projects

Total: 1.62h ($202.08)

Mon 5/9/16:
Fort Lupton, 7:47 AM to 4:10 PM (6.55h) for $818.75 1.83h break, 9:50 AM to 11:40 AM

Calls, emails, staff mtg, trail calls, walk in mtgs,

Total: 6.55h ($818.75)

Tue 5/10/16:

Fort Lupton, 7:36 AM to 5:13 PM (6.9h) for $862.50 2.72h break, 1:10 PM to 3:53 PM

Calls, schedules, HR meeting, staff items, updates, trail items, pre ap mtg, Chirch calls, code

Total: 6.9h ($862.50)

Wed 5/11/16:
Fort Lupton, 7:45 AM to 9:20 AM (1.58h) for $197.92 (Call on trail, updates, emails) Fort Lupton, 12:16 PM to 9:20 PM (8.18h) for $1,022.92 0.88h break, 5:07 PM to 6:00 PM

Calls, sites, mtg on Platteville iga, staff items, code, town hall prep, town hall

Total: 9.77h ($1,220.83)

Thu 5/12/16:
Fort Lupton, 7:27 AM to 12:40 PM (5.22h) for $652.08 (Calls, walk in mtgs, research, updates) Economic dev, 3:50 PM to 5:20 PM (1.5h) for $187.50 (Calls on projects, updates, code) Fort Lupton, 5:35 PM to 9:01 PM (3.43h) for $429.17 (Comp plan, 85 prep, 85 mtg)
Total: 10.15h ($1,268.75)

Fri 5/13/16:
Fort Lupton, 7:34 AM to 9:58 AM (2.4h) for $300.00 (Calls emails on coyote) Fort Lupton, 11:30 AM to 12:30 PM (1h) for $125.00 (Calls, follow up) Economic dev, 3:32 PM to 4:20 PM (0.8h) for $100.00 (Calls on potential projects)
Total: 4.2h ($525.00)

Grand Total: 65.07h ($8,133.33)

Job	Clocked In	Clocked Out	Duration	Comment
Economic dev	5/2/2016 7:09	5/2/2016 7:22	0.22	Call on project, update
Fort Lupton	5/2/2016 7:55	5/2/2016 8:15	0.33	Site, theatre, updates
Fort Lupton	5/2/2016 8:38	5/2/2016 17:42	9.07	Calls, staff mtgs, site, coyote review, oil/gas review, hemp review, walk ins
Fort Lupton	5/3/2016 9:06	5/3/2016 12:18	1.2	Calls, permits
Economic dev	5/3/2016 13:58	5/3/2016 16:19	2.35	Calls on potential projects, updates, schedules
Economic dev	5/4/2016 7:11	5/4/2016 7:49	0.63	Emails, calls
Fort Lupton	5/4/2016 12:30	5/4/2016 13:40	1.17	Staff, updates, emails, code
Economic dev	5/4/2016 14:00	5/4/2016 17:13	3.22	Pre ap, updates, new projects
Economic dev	5/4/2016 17:31	5/4/2016 17:50	0.32	Calls on projects
Economic dev	5/5/2016 7:18	5/5/2016 12:20	5.03	Call on new project, site, potential permits, updates, emails, trail
Fort Lupton	5/5/2016 13:54	5/5/2016 15:38	1.73	Calls on new project, call on car lot, calls on schedules, mtgs set
Fort Lupton	5/5/2016 15:33	5/5/2016 16:10	0.62	Calls on metro districts, schedules
Economic dev	5/6/2016 14:27	5/6/2016 16:04	1.62	Voice mails, email search, calls on potential projects
Fort Lupton	5/9/2016 7:47	5/9/2016 16:10	6.55	Calls, emails, staff mtg, trail calls, walk in mtgs,
Fort Lupton	5/10/2016 7:36	5/10/2016 17:13	6.9	Calls, schedules, HR meeting, staff items, updates, trail items, pre ap mtg, Chirch
Fort Lupton	5/11/2016 7:45	5/11/2016 9:20	1.58	Call on trail, updates, emails
Fort Lupton	5/11/2016 12:16	5/11/2016 21:20	8.18	Calls, sites, mtg on Platteville iga, staff items, code, town hall prep, town hall
Fort Lupton	5/12/2016 7:27	5/12/2016 12:40	5.22	Calls, walk in mtgs, research, updates
Economic dev	5/12/2016 15:50	5/12/2016 17:20	1.5	Calls on projects, updates, code
Fort Lupton	5/12/2016 17:35	5/12/2016 21:01	3.43	Comp plan, 85 prep, 85 mtg
Fort Lupton	5/13/2016 7:34	5/13/2016 9:58	2.4	Calls emails on coyote
Fort Lupton	5/13/2016 11:30	5/13/2016 12:30	1	Calls, follow up
Economic dev	5/13/2016 15:32	5/13/2016 16:20	0.8	Calls on potential projects
		total time:	65.07	

1699

Williams and Weiss Consulting, LLC

INVOICE

5255 Ronald Reagan Blvd. Suite 220
Johnstown, CO 80534
Phone (303) 653-3940

INVOICE #[888]
DATE: MAY 4, 2016

TO:
Claud Hanes
City of Ft. Lupton
130 South McKinley Avenue
Fort Lupton, CO 80621

FOR:
City of Fort Lupton Consulting Services for April 1, 2016 through April 30, 2016.

DESCRIPTION	Work Category	HOURS	RATE	AMOUNT
Todd Williams Water Resource Planning: Develop Perry Pit Accounting for March. Update spreadsheet evaluating trade of capacity in Fulton Ditch augmentation structures. Attend meeting with Tri-state regarding future partnering efforts. Correspondence with M. Rousey regarding permitting/water court process related to bringing on a well to Ft. Lupton's well system after a Ft. Lupton well failed.	Water Resource Planning	7.0	135.00	945.00
Paul Weiss Decree Accounting: Finalize and Submit March 2016 Decree Accounting.	Decree Accounting	12.0	135.00	1,620.00
Water Resource Planning: Finalize analysis on Lawn Irrigation Return Flow (LIRF) Credit analysis based on comments from 03CW119 water court case. Correspondence with R. Fendel on final LIRF credit analysis.	Water Resource Planning	5.5	135.00	742.50
			TOTAL	**$3,307.50**

Make all checks payable to Williams and Weiss Consulting, LLC
Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

Thank you for your business!

POSTED

70-520-53120 $1,620 Decree Accounting
70-520-53120 $1,687.50 Water Resource Planning

LD 5/5/2016

Wohnrade Civil Engineers, Inc.
11582 Colony Row
Broomfield, Colorado 80021

Invoice

Date	Invoice #
5/6/2016	1346

Bill To
Roy Vestal City of Fort Lupton 130 S. McKinley Avenue Fort Lupton, Colorado 80621

Terms	Due Date	Account #	Project
Net 30	6/5/2016	1501.00-CR16	CR16 Road Reconstruction

Description	Amount
Engineering services to provide the preparation of project specifications and bid documents for the Weld County Road 16 Reconstruction project in Fort Lupton, Colorado. Provide ongoing project management and coordination with Client and team consultants. - Services provided from April 14 through May 4, 2016 Total at Project Manager/Engineer Rate (13.0 hrs @ $175/hr)	2,275.00

Total	$2,275.00

Balance Due	$2,275.00

Two percent (2%) per month charge on unpaid balance.

Phone #
720-259-0965

SUBCONTRACT APPLICATION FOR PAYMENT

Project #: N.A.
Project Name: Weld County Road 16 Reconstruction
Project Address: WCR 16 and State Highway 85
Fort Lupton, Colorado

Subcontract #: N.A.
Title: Civil Engineering
Due Date: N.A.

Pay Application No. : 2
Vender Invoice No. : 1346

PO 2618

Subcontractor: Wohnrade Civil Engineers, Inc.
11582 Colony Row
Broomfield, Colorado 80021
Tel: 720-259-0965
Fax: 720-259-1519

Attn: Mary Wohnrade
Tel: 720-259-0965
Fax: 720-259-1519

C.O.	Task #	Task Description	Job	Phase	Cat.	Contract Amount	Previous Applications	Work Completed this Application	Total Completed to Date	Balance to Finish
000	01	WCR16 Project Specifications-Engineer's Estimate	N.A.	N.A.	SUB	$10,000.00	$3,745.00	$2,275.00	$6,020.00	$3,980.00
				Contract Amount:		**$10,000.00**	$3,745.00	$2,275.00	$6,020.00	$3,980.00

For labor and/or materials under the terms of the Subcontract for the period April 14, 2016 to May 4, 2016.

Signed: Mary B. Wohnrade, P.E.

Date: **May 7, 2016**

City of Fort Lupton Approval: [signature]

Date: 5/9/2016

POSTED

2332

Wohnrade Civil Engineers, Inc.
11582 Colony Row
Broomfield, Colorado 80021

Invoice

Date	Invoice #
5/6/2016	1347

PO 2957

Bill To
Mr. Roy Vestal Public Works Director City of Fort Lupton P.O. Box 2618 Fort Lupton, Colorado 80621

Terms	Due Date	Account #	Project
Net 30	6/5/2016	1604.00-SDA	S. Denver Avenue

Description	Amount
Engineering services to provide the preparation of final civil construction documents for the S. Denver Avenue Full-Depth Reclamation project in Fort Lupton, Colorado. Provide ongoing project management and coordination with Client, surveyor, and team consultants.	
- Services provided from April 1 through May 7, 2016	
- Meet with Roy Vestal and Merle Hoos on April 7, 2016	
- Meet Merle Hoos onsite on April 25, 2016	
- Perform UAV aerial mapping on May 4, 2016	
Total at Principal Engineer Rate (5.5 hrs @ $200/hr)	1,093.34
Total at Project Manager/Engineer Rate (2.78hrs @ $175/hr)	487.08
Perform UAV Data Collection	2,000.00

Total $3,580.42

Balance Due $3,580.42

Two percent (2%) per month charge on unpaid balance.

Phone #
720-259-0965

SUBCONTRACT APPLICATION FOR PAYMENT

Project #: N.A.
Project Name: S. Denver Avenue Full-Depth Reclamation
Project Address:
Fort Lupton, Colorado

Subcontract #: N.A.
Title: Civil Engineering
Due Date: N.A.

Pay Application No. : 1
Vender Invoice No. : 1347

Subcontractor: Wohnrade Civil Engineers, Inc.
11582 Colony Row
Broomfield, Colorado 80021
Tel: 720-259-0965
Fax: 720-259-1519

Attn: Mary Wohnrade
Tel: 720-259-0965
Fax: 720-259-1519

C.O.	Task #	Task Description	Job	Phase	Cat.	Contract Amount	Previous Applications	Work Completed this Application	Total Completed to Date	Balance to Finish
000	01	Preparation of Civil Engineering Construction Documents, Engineer's Estimate, and Project Specifications	N.A.	N.A.	SUB	$74,400.00	$0.00	$3,580.42	$3,580.42	$70,819.58
				Contract Amount:		**$74,400.00**	$0.00	$3,580.42	$3,580.42	$70,819.58

For labor and/or materials under the terms of the Subcontract for the period April 1, 2016 to May 7, 2016.

Signed: Mary B. Wohnrade, P.E.

Date: **May 7, 2016**

City of Fort Lupton Approval: [signature]

Date: 5/9/2016

PO # 2957

POSTED

2322

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 16, 2016

The City Council of the City of Fort Lupton met in special session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Monday, May 16, 2016. Mayor Tommy Holton called the meeting to order at 7:00 p.m. and invited everyone to join him in the Pledge of Allegiance.

ROLL CALL

City Clerk Nanette Fornof called the roll. Those present were Mayor Tommy Holton, Mayor Pro Tem Chris Cross, Councilmembers Chris Ceretto, Bob McWilliams, Shannon Rhoda, David Crespin and Zoe Stieber. Also, present were City Administrator Claud Hanes, City Clerk Nanette Fornof, Finance Director Leann Perino and Police Chief Ken Poncelow.

PERSON TO ADDRESS COUNCIL

No one signed up to speak to Council.

APPROVAL OF AGENDA

It was moved by Chris Ceretto and seconded by Chris Crespin to approve the agenda as presented. Motion carried unanimously by a voice vote.

REVIEW OF MAY 16, 2016 PAYABLES

Council reviewed the May 16, 2016 payables. There were no questions or comments.

CONSENT AGENDA

It was moved by Chris Cross and seconded by Chris Ceretto to approve the Consent Agenda as presented with the following items: 03282016, City Council Meeting Minutes, 05022016, City Council Meeting Minutes, Approval of Resolution 2016R023, A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE CORRESPONDING ADVISORY COMMITTEES FOR A TERM BEGINNING MAY 2, 2016 AND ENDING DECEMBER 31, 2017 (AM 2016-075) and Approve Ordinance 2016-1000, AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO AMENDING CHAPTER 9, ARTICLE 1, OF THE FORT LUPTON MUNICIPAL CODE TO REQUIRE A FEE DEPOSIT FOR OIL AND GAS PERMIT APPLICATIONS (AM 2016-078).

Motion carried by a roll call vote. Motion carried unanimously.

ACTION AGENDA

AM 2016-076, Purchase From Dell For Hardware For Tyler Technologies Software(s) Not to Exceed $15,968.30

DRAFT

The City purchase new Finance, Planning and Court software- Tyler Technologies; the new software will need new and additional hardware to run the programs. The project will require two Servers to run the software. This item wasn't budgeted, so a supplemental resolution to the General Fund will need to be approved at a later date.

It was moved by Chris Ceretto and seconded by David Crespin to purchase the hardware needed to run Tyler Technologies software for an amount not to exceed $15,968.30. Motion carried unanimously by a roll call vote.

AM 2016-077, Approve Dan's Custom Construction for the Parks Storage Building 26" x 24' x 10' W/ Electrical for the Amount of $23,000

The Parks Department is requesting to construct a 26' x 26' x 10' storage building at the wastewater treatment plant. The building will have an 8' x 16' garage door and a "man door" located on the side of the structure. The foundation will be resurfaced from the existing foundation. The project was budgeted for $25,000; the lowest bid received was $23,000. A total of six bids were received, they ranged from $23,000 to 67,549.

It was moved by Chris Cross and seconded by Chris Ceretto to award the bid to Dan's Custom Construction for the Parks Storage Building for an amount not to exceed $23,000.

STAFF REPORTS

Claud Hanes City Administrator stated the Drive for the Green$ Golf Tournament was a huge success; $15,000 plus was raised for Aaron Herrera, Assistant City Administrator. Thanks to everyone who made it a huge success.

City Clerk Nanette Fornof, thanked the Mayor and City Council for the beautiful flowers, for Municipal Clerk's Week.

MAYOR/COUNCIL REPORTS

Mayor Holton thanked everyone: Boys and Girls Club, Volunteers, Staff and especially Halliburton for providing steak lunches for everyone. What a wonderful event for a great cause.

Mayor Holton also thanked Lee Strubinger for the precise newspaper coverage – he will be missed.

FUTURE CITY EVENTS

May 25, 2016 Town Hall Meeting – City Hall, 130 S McKinley Avenue- 6:30-7:30 P.M.
May 30, 2016 City Offices Closed in Observation of Memorial Day
May 30, 2016 Memorial Day Celebration Day, 13750 Weld County Road 12 – 9:30 A.M.

DRAFT

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 16, 2016

ADJOURNMENT

It was moved by Chris Cross and seconded by David Crespin to adjourn the May 16, 2016, at 7:08 p.m.

Motion carried on voice vote.

Respectfully submitted,

_____
Nanette S. Fornof, City Clerk

Approved by City Council

_____
Tommy Holton, Mayor

DRAFT

CITY OF FORT LUPTON
CITY COUNCIL

CITY OF Fort Lupton EST 1836

COME PAINT YOUR FUTURE WITH US

Tommy Holton, Mayor

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-079

Approve Resolution 2015RXXX, Amending the General Guidelines for the Advisory Committee

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I. Agenda Date: Council Meeting – June 6, 2016

II. Attachments:
a. Proposed Resolution
b. General Guidelines for Advisory Committees-Amended

III. Summary Statement:

The proposed Resolution is amending the General Guidelines for Advisory Committee, which has been a great tool that needs to be reviewed and amended on a regular basis.

IV. Fiscal Note: _____

_____

Finance Department Use Only

Finance Director

V. Submitted by:

City Clerk

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 proposed Resolution is amending the General Guidelines for Advisory Committee. The Guidelines have been a great tool, which needs to be reviewed and amended on a regular basis.

The proposed changes include combining the Cultural Parks and Recreation Committee with the Museum Committee. The additional amendment to the guideline is adding the Arts in Public Places to the list of Committees. The definition and goals for the Art in Public Places Committee has been added to the document. There is currently three members on this committee and they already have some ideas, which will be presented to you at a later date.

X. Legal/Political Considerations:

None know of.

XI. Alternatives/Options:

No amendments to the guidelines or request additional amendment.

XII. Financial Considerations:

None.

XIII. Staff Recommendation:

Approve the proposed Resolution amending the General Guidelines for the Advisory Committees.

RESOLUTION 2016Rxxx

A RESOLUTION OF THE CITY OF FORT LUPTON, CITY COUNCIL AMENDING THE GENERAL GUIDELINES FOR THE ADVISORY COMMITTEE CHANGING THE LIST OF ADVISORY COMMITTEES, ADDING ART IN PUBLIC PLACES AND COMBINING THE CULTURAL/PARKS/RECREATION AND MUSEUM COMMITTEE TO FORM THE CULTURAL/PARKS/RECREATION/MUSEUM COMMITTEE, EFFECTIVE JUNE 6, 2016.

WHEREAS, staff and City Council feels the General Guidelines for Advisory Committees needs to be updated by adding additional detail, removing out dated information; and

WHEREAS, there are several Committees lacking committee members and by the adoption of this resolution of combining the Cultural/Parks/Recreation Committee and Museum Committee, this should help alleviate this issue; and

WHEREAS, City Council is recommending the addition of the Art in Public Places Advisory Committee so the committee can institute policies and procedures to acquire fine art; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby has reviewed the proposed Guidelines dated June 6, 2016 and herby adopts these Guidelines and will supersede any and all previous Guidelines.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THE 6th DAY OF JUNE 2016.

City of Fort Lupton, Colorado

_____

Tommy Holton, Mayor

Attest:

_____

Nanette S. Fornof, City Clerk

Approved to Form

_____

Andy Ausmus, City Attorney

GENERAL GUIDELINES FOR ADVISORY COMMITTEES

Revised and Effective: June 6, 2016
Resolution 2016Rxxx

Each advisory committee shall follow the same basic guidelines in order to ensure consistency in the administration of committee affairs. These guidelines are as follows:

1. Terms of all members of all advisory committees shall commence on January 1st following every regular municipal election and continue until December 31st following the next regular municipal election. Newly elected Mayors shall appoint members to all advisory committees to be ratified by the City Council and members so appointed shall serve at the pleasure of the Mayor.

2. All voting members of advisory committees shall live within one of the following zones: school district, fire district, Fort Lupton zip code.

3. Unless specifically authorized otherwise by the City Council, all committees created under this resolution shall have a minimum of three (3) members but shall not have a maximum. In addition, each committee may have up to two (2) City Council members who shall serve ex-officio. Regardless of how many members are appointed, a quorum shall consist of fifty-one (51%) of all appointed members. When not appointed by the Mayor, the committee shall elect a chairperson and vice chairperson from their peers by majority vote. City Council members (ex-officio) and full-time staff shall not chair any advisory committee unless otherwise specifically authorized by the City Council.

4. The ex-officio's role is to be a liaison between the committee and City Council. The full-time staff is to be a liaison between the committee and the City Administrator. Neither the ex-officio nor the full-time staff has voting authority and shall remain neutral and refrain from making recommendation or interjecting opinions.

5. In order to have the broadest spectrum of input and participation; it will be the City's goal that members of advisory committees will generally include representation from all wards in the community where possible.

6. Advisory committee members shall generally be appointed under the following guidelines:

   A. The City shall post a notice of committee vacancies in the Fort Lupton Press, on the City's internet web site, on the City's government cable channel, and other mediums as necessary within thirty (30) days following the vacancy or prior to the last day of December in the year that a new Mayor and City Council has been elected.

   B. The notice will ask that any individual meeting the residency requirements outlined in Paragraph number 2 above who is interested in being considered for a position on a particular committee should complete an application indicating such interest and which committee the individual is interested in serving on.

C. Application forms shall be made available at the Office of the City Clerk and shall include, at a minimum, the following information:
   1) Full name.
   2) Physical address (a post office box may be added for mailing purposes).
   3) Telephone number.
   4) Name of Committee(s) for which the candidate is applying.
   5) List of previous/existing committees served on and other relevant information.
   6) Brief description of the reason(s) the applicant wishes to serve on the respective committee.
   7) Signature of applicant.

D. The City Clerk shall compile the applications and submit them to the Mayor for review.

E. The Mayor shall select from the list of qualified applicants those individuals he/she wishes to recommend for each vacancy. The Mayor shall then present his/her appointments to the City Council for ratification. If so desired, the Mayor may request that the City Council make the appointment(s).

F. The City Council shall consider the appointments of the Mayor and either ratify or disapprove the appointments as presented.

G. A majority approval of the City Council is required on all ratifications.

H. The Mayor specifically reserves the right to appoint or not appoint an applicant for a vacancy and may deny re-appointment of members without cause.

7. Full-time City employees shall not serve as a voting member on any advisory committee unless specifically authorized by the City Council.

8. Part-time City employees may not serve as a member of a committee that is affiliated with the department in which they work.

9. Each advisory committee may be assigned a staff liaison as determined by the Mayor or City Administrator and to the extent that such staff is available. However, advisory committees are not in a position of authority over, do not supervise, nor shall they be dependent upon, any administrative staff to conduct official business of the committee.

10. All advisory committees shall have the broad authority to study and research issues, problems and solutions thereto relative to the subject matter of each committee and advise and make recommendations to the City Council on action to be taken by the City of Fort Lupton on matters of City interest. In accordance with the Colorado Revised Statutes as amended, it is the sole responsibility of the City Council to make all final decisions on matters within its statutory authority. Advisory committees are established to enhance the knowledge and awareness of the City Council on issues of interest to the City and do not exercise any authority over the City Council.

11. Each advisory committee may participate in, and make recommendations to, the City Council during the annual budget process to suggest program changes, capital projects or other improvements.

12. Any advisory committee may appoint specific sub-committees or task force(s), made up of its own members, to study specific issues to report back to the committee as a whole. A written letter to the City Council shall be sent to the City Council indicating the reason that the sub-committee was created, basic information as to what the sub-committee is expected to accomplish, and the length of time the sub-committee is expected to serve.

13. Each advisory committee shall have a stated purpose identifying the extent of its responsibilities.

14. All committees shall be governed in their proceedings by Roberts Rules of Order and their meetings shall be open to the public. The time and place of meetings shall be agreed upon by the committee and shall be posted according to City policy. Meetings must be held at a minimum of once per month, or as often as the Chairperson has business to bring before the committee. In the event of an emergency, the Chairperson or two or more members may call a special meeting upon twenty-four (24) hours notice.

15. All committee members are subject to state law and any ordinances and resolutions adopted by the City Council relative to a code of ethical conduct and conflicts of interest. If any member has a conflict of interest as determined by the individual committee membership, that member should be excused from participation and voting on that matter in which they have a conflict, resign or be subject to expulsion on appeal to the Mayor.

16. The committee shall appoint a secretary. The chairperson or the vice chairperson may also serve as secretary, if necessary. The secretary shall maintain minutes and other records necessary to the conduct of committee business. Copies of minutes shall be forwarded to the City Council.

17. Attendance Requirements.

    A. All committee members shall be required to regularly attend committee meetings, both regular and special, for the purpose of conducting official committee business. The minimum attendance requirements shall be that no committee member shall be permitted to be absent for more than three (3) consecutive regular or special meetings unless said member is excused by the remaining members of the committee.

    B. Excused absences. The committee shall have the authority to excuse the absence of any member for any reason the committee may deem reasonable and appropriate, taking into account the family, work and health and any other appropriate circumstances of the member.

    C. Vacancy declared. The committee may declare vacant any permanent seat, or the seat of an alternate, where a committee member has accrued three (3) consecutive unexcused

absences. Advertisement and appointment for the vacancy shall fall under the guidelines of paragraph number 5 in this section to fill the unexpired term.

18. All advisory committees' members shall serve without compensation.

19. All uncompensated elected and appointed officials are excluded from Workers' Compensation Insurance and are added to the Volunteer Accident Medical Plan (VAMP).

LIST OF ADVISORY COMMITTEES

The City Council may establish as many advisory committees as they deem necessary and appropriate, as standing committees or as temporary, ad-hoc committees; or, as task forces to investigate, report or otherwise advise the Council on essential matters of public interest. Current standing committees are as follows:

Standing Committees:

- Art in Public Places Committee
- Cemetery Committee
- Community Justice Advisory Committee
- Culture/Parks/Recreation and Museum Committee
- Finance/Utility Committee
- Golf Committee
- Senior Citizen Committee
- Special Project Committee

SPECIFIC REQUIREMENTS FOR INDIVIDUAL ADVISORY COMMITTEES

Special requirements for advisory committees shall be listed in this section. Such requirements may be changed, modified or altered by the City Council as often as they deem necessary or appropriate.

Art in Public Places:

Purpose: The Art in Public Places Committee is established to advise the City Council on matters relating to the acquisition, site selection and installation of artwork for public spaces in the City of Fort Lupton. The Committee is also charged with replacement/repair and maintenance of art within the City limits.

1. The Committee shall develop and maintain a public art program and collection along public transportation routes, at community gateways, in parks, in selected commercial locations and other appropriate public locations, indoor and outdoor.

2. The Committee intends to make the fine arts in integral part of the community through permanent installations, exhibitions and programs, in order to strengthen community identity, foster community pride and enhance the quality of life.

Cemetery Committee:

Purpose: The Cemetery Committee is established to advise the City Council on matters relating to the operations and administration of the Hillside Cemetery including policy issues, management practices, and service needs.

1. The Committee shall have the broad authority to study and research any and all cemetery matters including, but not limited to, industry practices, regional studies on fees and charges, and other matters appropriately of interest to the Committee.

2. The Committee shall monitor the Cemetery Rules and Regulations Handbook and shall advise and make recommendations to the City Council on necessary changes or modifications.

Community Justice Advisory Committee:

Purpose: The Community Justice Advisory Committee is established to advise the City Council on matter relating to upcoming issues facing the community.

1. The Committee shall analyze the proposed ordinance being adopted into the City code, provides suggested changes and provides a recommendation to the City Council.

2. The Committee shall construct surveys and reports on the public's opinion of the police department, the court and other quality of life issues facing the citizens of Fort Lupton.

3. The Committee oversees the operation of the restorative justice court and reports its outcomes to the City Council.

Cultural/Parks/Recreational and Museum Committee:

Purpose: The Cultural/Parks/Recreational Committee is established to advise the City Council on matters relating to the culture, parks and recreational affairs of the City including policy issues, parks and open space land issues, the community center, recreational programs, and service needs.

The History purpose part of the Committee will advise the City Council on matters relating to the operations and administration of the City of Fort Lupton Museum including policy issues, management practices, and service needs.

1. The Committee shall have the broad authority to study and research any and all culture, parks & recreation matters including, but not limited to, industry practices, programmatic analysis, regional studies, and other matters appropriately of interest to the Committee.

2. The Committee shall monitor City programs both recreational and to the Museum and shall advise and make recommendations to the City Council on necessary changes or modifications.

3. The committee shall have the broad authority to study and research any and all matters relating to the Museum and History of the area, and other matters appropriately of interest to the committee.

4. The Committee is established to advise the City Council on matters relating to the preservation of history and ways to promote the history of the area.

5. The committee shall have the broad authority to study and research any and all matters relating to historic preservation in the area, and to promote the area history.

6. The committee shall work with other organizations to promote the area history.

Finance/ Utility Committee:

Purpose: The Finance/Utility Committee is established to advise the City Council on matters relating to the financial affairs of the City including policy issues, investment strategies, audit requirements, management practices and service needs. This Committee will also advise the Utility Enterprise Board on matters relating to the operations and administration of the water, sanitary sewer and storm water systems including policy issues, management practices and service needs.

1. The Committee shall have the broad authority to study and research any and all financial and utility enterprise related matters including, but not limited to, industry practices, investment strategies, regional studies, contracts, agreements and other matters appropriately of interest to the Committee.

2. The Treasurer shall automatically serve as a permanent Ex-officio member.

3. The Committee shall monitor the City's policies and procedures governing investment strategies, purchasing and risk management, budget and reserve policies and shall advise and make recommendations to the City Council on necessary changes or modifications.

4. The Committee shall monitor the Water & Sewer Rules and Regulations Handbook and shall advise and make recommendations to the Utility Enterprise Board on necessary changes or modifications.

Golf Committee:

Purpose: The Golf Committee is established to advise the Golf Course Enterprise Board on matters relating to the operations of the Coyote Creek Golf Course including policy issues, financial strategies and service needs.

1. The Committee shall have the broad authority to study and research golf enterprise related matters including, but not limited to, industry practices, regional studies, greens fees, contracts and agreements, and other matters appropriately of interest to the Committee.

Senior Citizen Committee:

Purpose: The Senior Citizen Committee is established to advise the City Council on matters relating to the senior citizen activities and affairs including recreational and leisure programs, travel desires, and service needs.

1. The Committee shall have the broad authority to study and research any and all senior activity matters including, but not limited to, programmatic analysis, regional travel opportunities, and other matters appropriately of interest to the Committee.

2. The Committee shall monitor programs for seniors and shall advise and make recommendations to the City Council on necessary changes or modifications.

Special Project Committee:

Purpose: The Special Projects Committee shall research and advise the City Council on matters of special interest as may be needed from time-to-time, be assigned.

COMMITTEES OTHER THAN ADVISORY

This resolution shall not apply to any statutory board, authority or commission whose responsibilities and membership are provided pursuant to the Colorado Revised Statutes 1973 as amended and specifically shall not apply to the following:

- Board of Adjustment
- Planning and Zoning Commission
- Historic Preservation Board

CITY OF FORT LUPTON
CITY COUNCIL

CITY OF Fort Lupton EST 1836

COME PAINT YOUR FUTURE WITH US

Tommy Holton, Mayor

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-082

APPROVE RESOLUTION 2016Rxxx AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE FORT LUPTON URBAN RENEWAL AUTHORITY

I. Agenda Date: *Council Meeting – June 6, 2016*

II. Attachments:
A. Resolution 2016Rxxx
B. Intergovernmental Agreement with FLURA

III. Issue/Request:

On May 17, 2016, the Fort Lupton Urban Renewal Authority approved an intergovernmental agreement with the City of Fort Lupton in the form attached to this Action Memorandum (IGA). The agreement ensures that TIF revenues collected by FLURA from taxable properties within the Fort Lupton Core Urban Renewal Plan (FLURA Plan) as a result of the levies approved by the eligible electors of the City of Fort Lupton (City) are transferred back to the City to pay or reimburse debt for such levies.

In order for this proposed IGA to take effect, it requires approval from the Fort Lupton City Council to authorize the Mayor's signature to the agreement.

IV. Fiscal Note: Please see Item X.

Finance Department Use Only

Finance Director

V. Submitted by:

Planner

VI. Approved for Presentation:

City Administrator

VII. Certification of Council Approval:

City Clerk

Date

VIII. Detail of Issue/Request:

On May 17, 2016, the Fort Lupton Urban Renewal Authority approved an intergovernmental agreement with the City of Fort Lupton in the form attached to this Action Memorandum. The agreement ensures that TIF revenues collected by FLURA from taxable properties within the Fort Lupton Core Urban Renewal Plan (FLURA Plan) as a result of the levies approved by the eligible electors of the City of Fort Lupton (City) are transferred back to the City to pay or reimburse the debt for such levies. This includes the bonds issued for the construction and operation of the Rec Center, as well as any future mill levies approved by the City's eligible electors..

FLURA approved the agreement by Resolution on May 17, 2016 and will execute the Resolution at its next regular meeting on June 7, 2016. In order for this proposed IGA to take effect, it requires approval from the Fort Lupton City Council to authorize the Mayor's signature to the agreement.

IX. Alternatives/Options:

The City Council has the following three options:

a) Authorize the execution of the proposed IGA as presented.
b) Not approve the execution of the IGA as presented and continue negotiating terms with the Fort Lupton Urban Renewal Authority.
c) Not enter into an IGA with the Fort Lupton Urban Renewal Authority.

X. Financial Considerations:

By entering into the IGA, the City ensures that TIF revenues collected by FLURA from properties within the Fort Lupton Core Urban Renewal Plan as a result of levies approved by the eligible electors of the City of Fort Lupton are transferred back to the City to repay debt for such levies.

XI. Legal / Political Considerations:

While the authorization of the agreement is not required under State Statutes, this agreement has been negotiated based on direction by Council. If Council chooses to not authorize the agreement, the TIF revenues received from properties within the FLURA Plan for levies approved by the registered electors of the City will be deposited in the FLURA TIF fund rather than redirected to the City to repay debt. Not executing such an agreement may assist in funding FLURA's redevelopment and reinvestment goals within the community. However, not authorizing the execution of the agreement may also hinder the City's ability to repay voter approved debt.

XII. Staff Recommendation:

Approve Resolution 2016Rxxx authorizing the execution of the intergovernmental agreement with the Fort Lupton Urban Renewal Authority.

RESOLUTION 2016Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMETN WITH THE FORT LUPTON URBAN RENEWAL AUTHORITY.

WHEREAS, the City of Fort Lupton (City) and Fort Lupton Urban Renewal Authority (FLURA) have negotiated terms of the intergovernmental agreement to exclude the debt service mill levy approved by eligible electors of the City in 2002 to issue general obligation bonds to finance the construction, renovation, and repair of the Fort Lupton Recreation Center (Rec Center) and the operating mill levy for the operation of the Rec Center; and

WHEREAS, the intergovernmental agreement excludes TIF revenues collected, produced, allocated and transferred to FLURA upon taxable property within the Fort Lupton Core Urban Renewal Plan from future mill levies that eligible electors of the City may approve on future ballot issues regarding mill levies to support the issuance of additional general obligation bonds for various municipal purposes; and

WHEREAS, the terms of the aforementioned intergovernmental agreement were reviewed and approved by both the City's attorney and FLURA's attorney; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby finds, determines and declares that this Resolution is necessary and that it serves a valid public purpose, and authorizes the execution of the attached intergovernmental agreement between the City and FLURA.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 6th DAY OF JUNE 2016.

City of Fort Lupton, Colorado

_____
Tommy Holton, Mayor

Attest:

_____
Nanette S. Fornof, MMC
City Clerk

Approved as to form:

_____
Andy Ausmus, City Attorney

INTERGOVERNMENTAL AGREEMENT REGARDING DEBT AND OPERATING MILL LEVY ALLOCATION

This Intergovernmental Agreement ("Agreement"), is entered into effective the _____ day of _____, 2016 (the "Effective Date"), between the **FORT LUPTON URBAN RENEWAL AUTHORITY** ("FLURA") and the **CITY OF FORT LUPTON** ("City") (collectively referred to as the "Parties").

RECITALS

A. FLURA is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. ("Act").

B. The City is a political subdivision of the State of Colorado.

C. The City Council of the City of Fort Lupton (the "City") has approved and adopted, and the Authority is carrying out, the Fort Lupton Core Urban Renewal Plan (the "FLURA Plan") in accordance with the requirements of the Colorado Urban Renewal Law, Sections 31-25-101, *et seq.*, C.R.S., (the "Act"), including, without limitation, compliance with Section 31-25-107(3.5) of the Act regarding tax increment financing ("TIF Financing"); and

D. TIF Financing provides that taxes levied after the effective date of the approval of the urban renewal plan upon taxable property in the area described therein, which for purposes of this Agreement includes the property within the FLURA Plan as shown on Exhibit A, each year shall be divided for a period not to exceed twenty-five (25) years from the effective date of the urban renewal plan and that a portion of said property tax revenues (the "TIF Revenue") shall be allocated to and paid into a special fund of FLURA to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by FLURA for financing an urban renewal project or to make payments pursuant to an agreement executed pursuant to C.R.S. § 31-25-107(11).

E. FLURA and the City acknowledge that in 2002, the eligible electors of the City approved a ballot issue for a mill levy to support the issuance of general obligation bonds to finance the construction, renovation, and repair of a recreational center (the "Rec Center Debt Service Mill Levy") and 4.68 mills for the operation of the recreation center (the "Rec Center Operating Mill Levy")(collectively the "Rec Center Mill Levies").

F. FLURA and the City acknowledge that the eligible electors of the City may approve future ballot issues regarding mill levies to support the issuance of additional general obligation bonds for various municipal purposes ("Future Mill Levies").

G. FLURA and the City recognize that a division of taxes pursuant to C.R.S. § 31-25-107(9)(a) on property within the boundaries of the City without an agreement concerning the sharing of TIF Revenue that result from the Rec Center Mill Levies on taxable property in the FLURA Plan may hinder the effectuation of the Plan and urban renewal projects within the

FLURA Plan and the City's ability to provide City services and facilities therein.

H. FLURA and the City therefore desire to enter into this Agreement for the transfer to the City of property tax revenues that FLURA receives from the Rec Center Mill Levies on taxable property in the FLURA Plan.

I. FLURA and the City are authorized to enter into this Agreement pursuant to law, including without limitation C.R.S. § 31-25-112.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants, promises and agreements of each of the parties hereto, it is agreed by and among the parties hereto as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

2. Mill Levies Allocation. FLURA and the City acknowledge that in 2002, the eligible electors of the City approved a ballot issue authorizing the Rec Center Mill Levies identified in Paragraph E of the recitals to this Agreement. FLURA agrees to deposit into the Account all of the increase in property tax TIF Revenues calculated, produced, allocated and transferred to FLURA solely as a result of the levy by the City of the Rec Center Mill Levies and Future Mill Levies upon taxable property within the FLURA Plan pursuant to and in accordance with Section 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado (the "Mill Levies Allocation").

3. Accounting. Commencing with the month after the first month that TIF Revenues from the Rec Center Mill Levies are collected by FLURA, FLURA shall transfer to the City, on or before the 15th day of each month, all revenues received into such Account through the preceding month.

4. Use of Transferred TIF Revenues. The City agrees to use property tax TIF Revenues transferred to it by FLURA pursuant to this Agreement solely for paying or reimbursing the debt service on the bonds issued for the construction of the recreation center and the operation of the recreation center.

5. Termination. This Agreement may be terminated at any time upon the mutual written agreement of FLURA and the City. In addition, in the event of termination of the FLURA Plan, including its TIF Financing component, FLURA may terminate this Agreement by delivering written notice to the City.

6. Entire Agreement. This instrument embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the parties hereto.

7. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors in interest.

8. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

9. No Waiver of Immunities. Nothing contained herein shall be construed as a waiver, in whole or in part, by any party hereto of the rights, protections, and privileges afforded under the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. or under any other law, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.

10. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in the event of any such holding of invalidity, illegality or unenforceability, the parties will in good faith negotiate for an amendment to this Agreement that achieves to the greatest degree possible the intent of the affected provision of this Agreement.

11. No Assignment. No party may assign any of its rights or obligations under this Agreement without the express written consent of the other party. Any attempted assignment in violation of this provision shall be null and void and of no force and effect.

12. Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

14. Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado. Venue is proper in Weld County.

15. No Presumption. The parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the party causing the Agreement to be drafted.

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

Fort Lupton Urban Renewal Authority
Attn.: Executive Director
130 S. McKinley Avenue
Fort Lupton, CO 80621

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

Notice given by mail shall be effective upon mailing.

17. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to Section 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

18. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the parties shall not be deemed to be partners or joint venturers, and no party shall be responsible for any debt or liability of any other party.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

By: _____
Secretary

CITY OF FORT LUPTON

By: _____
Mayor

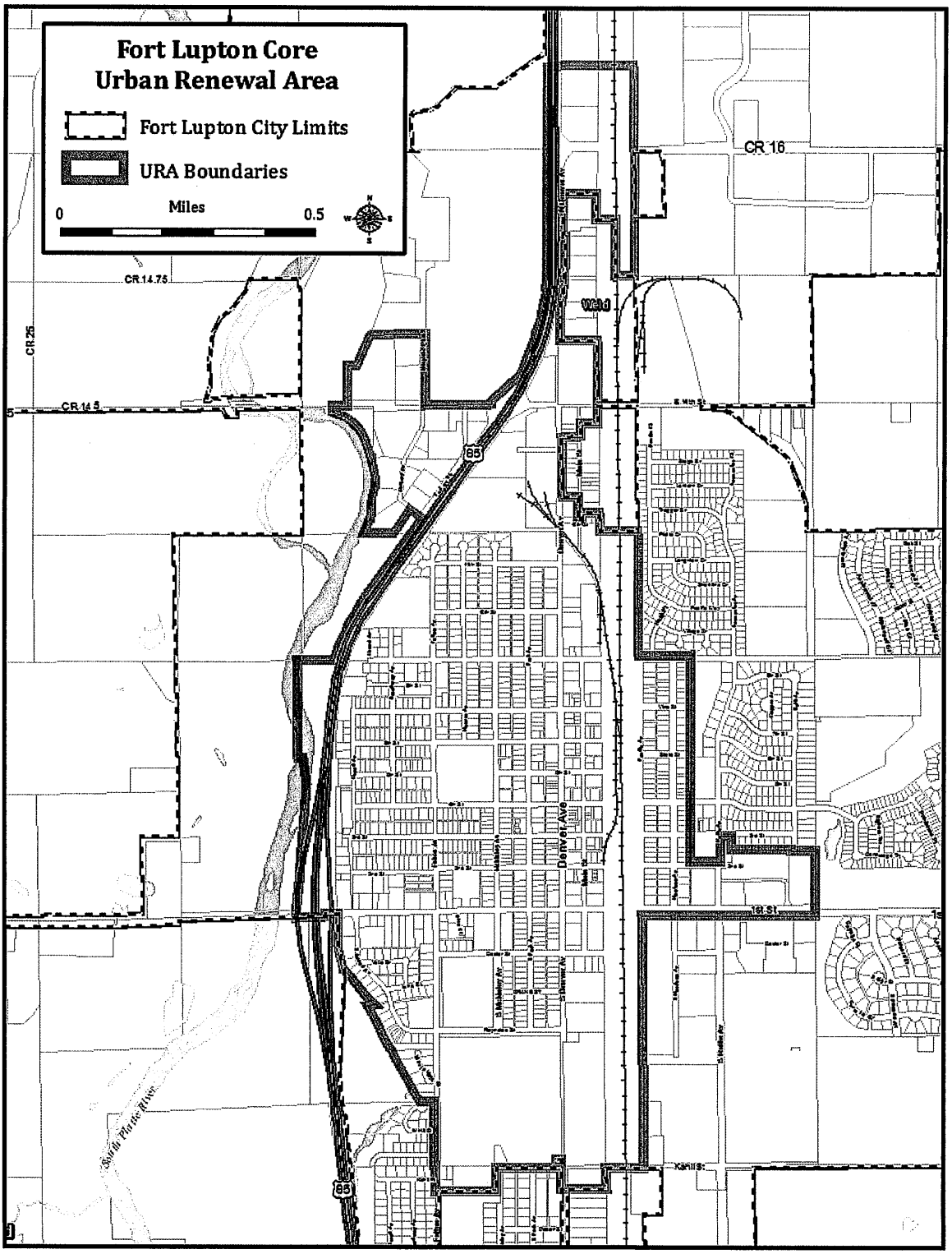
ATTEST:

By: _____
Clerk

FORT LUPTON URBAN RENEWAL AUTHORITY

By: _____
Chairperson

Exhibit A
Area within the FLURA Plan



CITY OF FORT LUPTON
CITY COUNCIL

CITY OF Fort Lupton EST 1836

COME PAINT YOUR FUTURE WITH US

Tommy Holton, Mayor

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-083

DECLARE SURPLUS AND AUTHORIZE SALE

I. Agenda Date: Council Meeting – June 6, 2016

II. Attachments:

III. Summary Statement:

The City has vehicles that have been deemed unusable by the departments and should be disposed.

IV. Fiscal Note: _____

_____

Finance Department Use Only

Leann Perino
Finance Director

V. Submitted by: Leann Perino
Leann Perino, 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 City has vehicles that have been deemed unusable by the department and should be disposed

Equipment List:

Make	***Model***	***Year***	***VIN***	***Department***
FORD	F250 4X4 PICKUP	1996	2FDHF26H9TCA19844	*PUBLIC WORKS*
CHEVROLET	IMPALA	2010	2G1WD5EM1A1113364	*POLICE*
CHEVROLET	BEAU VILLE VAN	1990	2GAGG39N7L4110148	*PUBLIC WORKS*
CHEVROLET	MALIBU	2006	1G1ZT51806F201198	*PUBLIC WORKS*
PEOPLE MOVER				
2 CRAFTSMAN	*WEED TRIMMERS*		*31699010*	
LITTLE WONDER	*EDGER*		*6002000469*	
TORO	*GROUNDMASTER*		*30450-60302*	
JOHN DEERE	*AMT626*		*W00626X008642*	

IX. Legal/Political Considerations:

N/A.

X. Alternatives/Options:

1. *Sell vehicles at auction*
2. *Sell the vehicles*
3. *Store surplus equipment*

XI. Financial Considerations:

The vehicles are no longer usable by the departments selling them at auction will generate a small amount of revenue for the City.

XII. Staff Recommendation:

Staff recommends declaring surplus and authorizing the sale of the equipment through auction.

CITY OF FORT LUPTON
CITY COUNCIL

CITY OF Fort Lupton EST 1836

COME PAINT YOUR FUTURE WITH US

Tommy Holton, Mayor

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-085

APPROVE ACCEPTANCE OF THE ENERGY & MINERAL IMPACT ASSISTANT GRANT (EIAF 9094) FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS TO RECONSTRUCT A PORTION OF WELD COUNTY ROAD 16 FOR A MAXIMUM GRANT AMOUNT $379,875.00 WITH MATCHING FUNDS OF $379,875.00

I. Agenda Date: Council Meeting – June 6, 2016

II. Attachments: a. DOLA Grant Agreement

III. Summary Statement:

The City applied for and has been awarded an Energy and Mineral Impact Assistance Grant from the Department of Local Affairs to reconstruct a portion of Weld CR 16 from Highway 85 to the Union Pacific Railroad. The grant budgets a total of $759,750.00 for the project, $379,875.00 in grant funds with $379,875.00 in matching funds from the City.

IV. Fiscal Note: _____

_____

Finance Department Use Only

Finance Director

V. Submitted by:

Public Works 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 City applied for and has been awarded an Energy and Mineral Impact Assistance Grant from the Department of Local Affairs to reconstruct a portion of Weld CR 16 from Highway 85 to the Union Pacific Railroad. The grant budgets a total of $759,750.00 for the project, $379,875.00 in grant funds with $379,875.00 in matching funds from the City.

X. Legal/Political Considerations:

Not Applicable

XI. Alternatives/Options:

- *Approve the acceptance of the grant*
- *Do not approve the acceptance of the grant*

XII. Financial Considerations:

This project was funded in the 2016 cycle. Half of the budget $486,000 is in the General Fund offset by a DOLA grant. The rest of the budget $486,000 is in the Street Sales Tax Fund.

XIII. Staff Recommendation:

Approve the acceptance of the $379,875.00 in Energy & Mineral Impact Assistance Grant funds from DOLA with matching funds of $379,875.00 from the City.

GRANT AGREEMENT

Between

STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS

And

CITY OF FORT LUPTON

Summary

Award Amount: $379,875.00

Identification #s:

Encumbrance #:	F16S9094	*(DOLA's primary identification #)*
Contract Management System #:	90280	*(State of Colorado's tracking #)*

Project Information:

Project/Award Number:	EIAF 9094
Project Name:	Fort Lupton 16th Street Reconstruction
Performance Period:	Start Date: 5/21/16 End Date: 8/31/2017
Brief Description of Project / Assistance:	The Project consists of reconstructing a portion of Weld County Road 16 in the City of Fort Lupton.

Program & Funding Information:

Program Name	Energy & Mineral Impact Assistance Fund
Funding source:	State Funds

Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A

Funding Account Codes: _____

_____

TABLE OF CONTENTS

1. PARTIES 2
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY. 2
3. RECITALS 3
4. DEFINITIONS 3
5. TERM 4
6. STATEMENT OF WORK 5
7. PAYMENTS TO GRANTEE 5
8. REPORTING - NOTIFICATION 6
9. GRANTEE RECORDS 7
10. CONFIDENTIAL INFORMATION-STATE RECORDS 7
11. CONFLICTS OF INTEREST 8
12. REPRESENTATIONS AND WARRANTIES 8
13. INSURANCE 9
14. BREACH 11
15. REMEDIES 12
16. NOTICES and REPRESENTATIVES 14
17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE 14
18. GOVERNMENTAL IMMUNITY 15
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM 15
20. RESTRICTION ON PUBLIC BENEFITS 15
21. GENERAL PROVISIONS 16
22. COLORADO SPECIAL PROVISIONS 19
SIGNATURE PAGE 21
EXHIBIT A – APPLICABLE LAWS
EXHIBIT B – SCOPE OF PROJECT
EXHIBIT C – RESERVED.
EXHIBIT D – RESERVED.
EXHIBIT E – PROJECT PERFORMANCE PLAN
EXHIBIT F – RESERVED.
EXHIBIT G – FORM OF OPTION LETTER
FORM 1 – RESERVED.

1. PARTIES

This Agreement **(hereinafter called** "Grant") is entered into by and between the **CITY OF FORT LUPTON** (hereinafter called "Grantee"), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government **(hereinafter called the** "State" or "DOLA").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee **(hereinafter called the "Effective Date")**. The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to *(see checked option(s) below):*

A. ☒ The Effective Date.

B. ☐ The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.

C. ☐ insert date for authorized Pre-agreement Costs (as such term is defined in **§4)** , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

"Budget" means the budget for the Project and/or Work described in **Exhibit B**.

B. Closeout Certification

"Closeout Certification" means the Grantee's certification of completion of Work submitted on a form provided by the State.

C. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in **§6** and **Exhibit B.**

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

i. Exhibit A (Applicable Laws)
ii. Exhibit B (Scope of Project)
iii. Exhibit E (Project Performance Plan)
iv. Exhibit G (Form of Option Letter)

E. Goods

"Goods" means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

"Grant" means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

"Grant Funds" means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

"Party" means the State or Grantee and "Parties" means both the State and Grantee.

I. Pay Request(s)

"Pay Request(s)" means the Grantee's reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

"Pre-agreement costs," when applicable, means the costs incurred on or after the date as specified in **§2** above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee's grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

K. Project
"Project" means the overall project described in **Exhibit B**, which includes the Work.

L. Project Closeout
"Project Closeout" means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program
"Program" means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review
"Review" means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B.**

O. Services
"Services" means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)
"Status Report(s)" means the Grantee's status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor
"Subcontractor" means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee
"Subgrantee" means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property
"Subject Property" means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work
"Substantial Progress in the Work" means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

U. Work
"Work" means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product
"Work Product" means the tangible or intangible results of Grantee's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement
Unless otherwise permitted in **§2** above, the Parties' respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **August 31, 2017** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension
The State, at its sole discretion upon written notice to Grantee as provided in **§16,** may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in **§2** above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this **§7**, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **$379,875.00 (THREE HUNDRED SEVENTY NINE THOUSAND EIGHT HUNDRED SEVENTY FIVE and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

i. **Budget Line Item Adjustments.**
Modifications to uses of such Grant Funds shall be made in accordance with **§4.4** of **Exhibit B**. For line item adjustments over 10% but less than 24.99% **(a "Minor Line Item Adjustment")** which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit G (each an "Option Letter"). If exercised, the provisions of the Option Letter shall become** part of and be incorporated into this Grant.

ii. **Overall Budget Adjustments.**
Modifications to the overall Budget shall be made in accordance with **§4.5** of **Exhibit B**. For overall Budget adjustments less than 24.99% **(a "Minor Budget Adjustment")** which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

iii. **Setting Final Initial Budget.**
All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with **§4.5.1.1** of **Exhibit B**. If such True-up Budget Proposal (as such term is defined in **§4.5.1.1** of **Exhibit B**) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

D. Matching/Leveraged Funds
Grantee shall provide matching and/or leveraged funds in accordance with **Exhibit B**.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds
State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit B.**

B. Litigation Reporting
Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's **ability to perform its obligations hereunder,** Grantee shall notify the State of such action and deliver copies of such pleadings to the State's **principal** representative as identified herein. If **the State's principal representative** is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Performance Outside the State of Colorado and/or the United States
[***Not applicable if Grant Funds include any federal funds***] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days **of the earlier to occur of Grantee's decision to perform, or its execution of an agreement with a Subgrantee** to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & **Administration's website. Knowing failure by Grantee to provide notice to the State under this §8.C** shall constitute a material breach of this Grant.

D. Noncompliance
Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants/Subcontracts
Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following:

(i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or

(ii) for such further period as may be necessary to resolve any pending matters, or

(iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's **sole expense**. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B.**

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to **the State**'s principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this **§10.**

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), **then** Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in **§13(B)** with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** $1,000,000 each occurrence; **(b)** $1,000,000 general aggregate; **(c)** $1,000,000 products and completed operations aggregate; and **(d)** $50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of $1,000,000 per occurrence and $3,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding $10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in **§13B(i)-(iv)** above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and

Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of $5,000,000 per occurrence and $5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in **§vi** above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder's Risk Insurance

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.

b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed $10,000.

c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.

d) Builders Risk coverage shall include partial use by Grantee and/or property owner.

e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of $1,000,000 with maximum deductible of $25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

i. **Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,

ii. **In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.

iii. **Insurer**. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,

iv. **Additional Insured**

Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. **Primacy of Coverage**

Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. **Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with **§16 (Notices and Representatives) within seven days of Grantee's receipt of such** notice.

vii. **Subrogation Waiver**

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§13**.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in **§16**. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in **§15**. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to **§15(B)**, the State shall have the remedies listed in this **§15** in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in **§14(B)**, if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This

subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by **§15(A)** or as otherwise specifically provided for herein.

i. **Method and Content**
The State shall notify Grantee of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. **Obligations and Rights**
Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in **§15(A)(i)**.

iii. **Payments**
If this Grant is terminated by the State pursuant to this **§15(B)**, Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit E** – Project Performance Plan, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. **Obligations and Rights**
To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. **Payments**
The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. **Damages and Withholding**
Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. **Suspend Performance**
Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or

performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. **Withhold Payment**
Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. **Deny Payment**
Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. **Removal**
Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. **Intellectual Property**
If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

B. Grantee:

Tommy Holton, Mayor
City of Fort Lupton
130 S McKinley Ave
Fort Lupton, Colorado 80621
Email: THolton@FortLupton.org

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section ☐ shall | ☒ shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative

works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than $100,000 either on the Effective Date or at anytime thereafter, this **§19** applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- **A.** Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- **B.** Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
  - **i.** That he or she is a United States citizen or legal permanent resident; or
  - **ii.** That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in **§21(A)**, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section ☐ shall | ☒ shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS -

TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

a) Approval by Division Director
The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in **§5** of **Exhibit B** and the Principal Representative in **§16**.

b) Approval by DOLA Controller
The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law
This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence
The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. Exhibit A (Applicable Laws)
ii. Colorado Special Provisions
iii. The provisions of the main body of this Grant (excluding the cover page)
iv. Any executed Option Letters
v. Exhibit B (Scope of Project)
vi. Exhibit E (Project Performance Plan)
vii. The cover page of this Grant

L. Severability
Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms
Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes
The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries
Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver
Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).
This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. FUND AVAILABILITY. CRS §24-30-202(5.5).
Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. GOVERNMENTAL IMMUNITY.
No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. INDEPENDENT CONTRACTOR
Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. COMPLIANCE WITH LAW.
Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. CHOICE OF LAW.
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii.BINDING ARBITRATION PROHIBITED.
The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.
State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.
[*Not applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.
[*Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology* services *or products and services*] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.
Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

GRANTEE
CITY OF FORT LUPTON

By: Tommy Holton
Name of Authorized Individual (print)

Title: Mayor
Official Title of Authorized Individual

Tommy Holton
*Signature

Date: May 9, 2016

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
DEPARTMENT OF LOCAL AFFAIRS

By: [signature]
for Iry Halter, Executive Director

Date: 5.16.16

PRE-APPROVED FORM CONTRACT REVIEWER

By: [signature]
Rachel Harlow-Schalk, Financial Assistance Director

Date: 5.18.16 RHS

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA

By: [signature]
Janet Miks, CPA, Controller Delegate

Date: 5/21/16

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. Project Description. The Project consists of reconstructing a portion of Weld County Road 16 in the City of Fort Lupton.

2.2. Work Description. The City of Fort Lupton (Grantee) shall contract for improvements to approximately 550 feet of Weld County Road (WCR) 16 starting from U.S. Highway 85 East to the Union Pacific railroad tracks within the City Limits. The construction improvements shall reconstruct a portion of WCR 16 that has been damaged by heavy energy industry truck traffic. The construction improvements shall include: roadway reconstruction, drainage improvements, and railroad permits. The Grantee shall own the improvements to WCR 16 and in accordance with **§9** below, a contractor will be hired to complete the Work.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: labor and materials costs, bond and insurance costs, bid advertisements, attorney's fees, and right-of-way acquisition costs. The Grantee shall be solely responsibility for any railroad permits costs.

2.6. Cost Savings. Cost Savings derived while completing the Project shall be:

2.6.1. ☒ split on a pro-rata basis between the State and Grantee

2.6.2. ☐ returned to the State

3. DEFINITIONS

3.1. "Cost Savings" means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee's matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

3.2. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in **§6.2** Budget within this **Exhibit B**.

3.3. Project Budget Line items.

3.3.1. "Construction/Improvement of Public Roadways" means labor and materials costs, bond and insurance costs, bid advertisements, attorney's fees, and right-of-way acquisition costs.

3.4. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is the completed reconstruction of a section of WCR 16 to increase roadway safety.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Fort Lupton, Colorado.

4.3. Performance Measures. Grantee shall comply with the performance measures detailed in **Exhibit E**.

4.4. Budget Line Item Adjustments. Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.

4.4.1. Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee's **Responsible** Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

4.4.2. All changes to individual budget line amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved **(each a "Minor Line Item Adjustment")** shall require prior written approval of the DOLA Controller. **Grantee's Responsible Administrator** shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(i)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.

4.4.3. All changes to individual budget line amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.4.4. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this **§4.4 (each a "Line Item Proposal"), must be signed and dated by a person authorized to bind the** Grantee to such Line Item Proposal.

4.5. Overall Budget Adjustments.

4.5.1. All changes to the overall Budget which are less than 24.99% **(each a "Minor Budget Adjustment")** shall require prior written approval of the DOLA Controller. **Grantee's Responsible** Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(ii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

4.5.1.1. Exception for Setting Final Initial Budget. Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions **(a "True-up Budget Proposal")**. **Grantee's Responsible Administrator** shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(iii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this **§4.5.1.1** is only permitted once under this Grant.

4.5.2. All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall

include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.5.3. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this **§4.5 (each a "Budget Proposal"), must be signed and dated by a person authorized to bind the Grantee** to such Budget Proposal.

4.6. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

4.7. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State 's **sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding** key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with **§16** of the Grant.

5.2. Responsible Administrator. **Grantee's performance hereunder shall be under the direct supervision of** **Claud W. Hanes, City Administrator (CHanes@fortlupton.org)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in **§5.1**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel: None. Such key personnel shall be updated through the approval process in **§5.1**.

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of §6.2, Budget, below.

6.1. Matching Funds. Grantee shall provide the required (*see checked item*) ☒ Matching Funds, as listed **in the "Matching Funds" column of §6.2** below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

6.2. Budget

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Construction/Improvement of Public Roadways	$759,749	$379,875	$379,874	Grantee
Total	**$759,749**	**$379,875**	**$379,874**	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in **§7** of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	$360,882	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$18,993	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$379,875**	

7.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with **§16** of the Grant:

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

7.3. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to $100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **§4.6** of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding

certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this **§8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than $50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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EXHIBIT E – PROJECT PERFORMANCE PLAN

Funding: EIAF **Project Number:** 9094	**Name of Grantee** City of Fort Lupton **Name of Project** 16th Street Reconstruction	
DESCRIPTION OF PROJECT:	The Project consists of reconstructing a portion of Weld County Road 16 in the City of Fort Lupton.	

DOLA Staff: Don Sandoval - Regional Manager (970) 679-4501 DS Robert Thompson- Regional Assistant (970) 679-4503 RT

MILESTONES – Grantee shall…	**By:**	**STATE ROLE-** DOLA shall…	
Put Project out to bid.	Within 60 days of the Effective Date of this Grant Agreement.	Assist Grantee with bidding process, if necessary. Provide feedback to Grantee identifying issues or concerns, if any.	**ACHIEVED: MM/DD/20YY**
Award and finalize subcontract(s) and/or sub-grant(s). – Provide DOLA with final bid tabulation and project cost sheet.	Within 30 days of the bid opening.	Review selection and award documentation, and copy of subcontract(s) and/or sub-grant(s) for project file. Provide feedback to Grantee identifying issues or concerns, if any.	**ACHIEVED: MM/DD/20YY**
Provide DOLA with Project Timeline.	Within 30 days of the Effective Date of the subcontract(s).	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.	**ACHIEVED: MM/DD/20YY**
Contractor mobilization.	Within 30 days of the Effective Date of the subcontract(s).	Monitor progress reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.	**ACHIEVED: MM/DD/20YY**
Project Completion.	August 31, 2017	Review past quarterly reports, conduct on-site monitoring, and review final report.	**ACHIEVED: MM/DD/20YY**

Submit **quarterly progress reports**, which includes: Project Performance Plan accomplishments and a Financial Summary Report for: 1st Quarter 2016 2nd Quarter 2016 3rd Quarter 2016 4th Quarter 2016 1st Quarter 2017 2nd Quarter 2017 3rd Quarter 2017 Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation may consist of any/all of the following monitoring methods: a) on-site walk through inspections of the improvements to the roadway in order to determine if: i) the Contractor has completed a percentage of the roadway as would be expected under this Grant and Exhibit B ii) the Contractor is experiencing delays; iii) the roadway improvements are progressing per agreed upon timeline/milestones and as would be expected under this Grant and Exhibit B (including but not limited to obtaining required approvals, use of approved materials, and testing of all elements); and b) question and answer sessions with the Contractor to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review.	(30 calendar days after each quarter): April 30, 2016 July 30, 2016 October 30, 2016 January 30, 2017 April 30, 2017 July 30, 2017 October 30, 2017	Review documents and provide follow up technical assistance as necessary. If needed, respond to a request for training within 10 days.	**ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY**

Submit, at a minimum **quarterly** basis, **pay requests** and supporting documentation of expenses.	April 30, 2016 July 30, 2016 October 30, 2016 January 30, 2017 April 30, 2017 July 30, 2017 October 30, 2017	Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.	**ACHIEVED: MM/DD/20YY**
Submit the **Project Final Report** to DOLA within 90 days after the Project Completion or expiration of Grant Agreement.	November 29, 2017	Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.	**ACHIEVED: MM/DD/20YY**

QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on: **Month** January **Amount** **Month** January **Amount** **Month** January **Amount**
Were any months "zero payment" (no costs incurred) during this quarter? If so, please provide an explanation.
What are the forecasted costs for the next quarter?
Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?
Do you foresee any potential problems meeting the Grant Agreement completion deadline?
Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?

EXHIBIT G
Form of Option Letter

Date:	Original Grant CMS #:	Option Letter #	CMS Routing #

1) **OPTIONS:**
   a. Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Line Item Adjustment (as defined in **§4.4.2 of Exhibit B**).
   b. Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Budget Adjustment (as defined in **§4.5.1 of Exhibit B**).
   c. Option to issue a new Budget (**§6.2 of Exhibit B**) for acceptance of a True-Up Budget Proposal (as defined in **§4.5.1.1 of Exhibit B**).

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:
   a. **For use with Option 1(a):** In accordance with **§7(C)(i)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** (**"Grantee"**), the State hereby approves the Minor Line Item Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B**. **Section 6.2** of **Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
   b. **For use with Option 1(b):** In accordance with **§7(C)(ii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** (**"Grantee"**), the State hereby approves the Minor Budget Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B**. **Section 6.2** of **Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds.
   c. **For use with Option 1(c):** In accordance with **§7(C)(iii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** (**"Grantee"**), the State hereby approves the True-Up Budget Proposal listed on the attached revised Budget for **§6.2 of Exhibit B**. **Section 6.2** of **Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. True-Up Budget Proposals shall not increase the Grant Funds.

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or Insert start date, whichever is later.

STATE OF COLORADO
John W. Hickenlooper GOVERNOR
Colorado Department of Local Affairs

By: Irv Halter, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA

By: _____
Janet Miks, CPA, Controller Delegate

Date: _____

EXAMPLE - DO NOT SIGN

CITY OF FORT LUPTON
CITY COUNCIL

CITY OF Fort Lupton EST 1836

COME PAINT YOUR FUTURE WITH US

Tommy Holton, Mayor

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-086

MUNICIPAL COURT DONATIONS TO BACK TO SCHOOL SUPPLY DRIVE TO BENEFIT WELD RE-8 SCHOOL DISTRICT

I. Agenda Date: Council Meeting – June 6, 2016

II. Attachments: a.

III. Summary Statement:

This AM is to propose allowing Fort Lupton Municipal Court patrons to donate all or part of their violation fine(s) to the "Back to School" supply driving benefitting Weld RE-8 students.

IV. Fiscal Note: _____

_____

Finance Department Use Only

Finance Director

V. Submitted by: _____
Court Coordinator

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 2008 the City partnered with United Way of Weld County and Weld RE-8 School District to create a "Back to School" supply drive. All donations stay in Fort Lupton and benefit qualifying students attending Weld RE-8 School District obtain the supplies they need.

That same year, the Fort Lupton Police Department started an annual spaghetti dinner to raise funds for the program. The Fort Lupton Police Department began a silent auction in 2015 to accompany the spaghetti dinner.

In the seven years of the program's operation, donations received from the barrels has declined significantly.

The Fort Lupton Municipal Court would like to assist the "Back to School" program in its continuation by allowing court patrons the option to donate. Patrons could voluntarily donate all or part of their violation fine(s) to the program during the months of June and July annually. They would not have the option to donate other costs associated with the court. I.e.: court costs, stays of execution, contempt fees, warrant fees, etc.

X. Legal/Political Considerations:

XI. Alternatives/Options:

Do not allow court patrols to donate to the "Back to School" supply drive.

XII. Financial Considerations:

Fines collected in Jan-Apr 2016 were 26% higher than fines collected during the same period in 2015. The fines collected in June and July of 2016 are expected to continue the trend. The fines collected in June-July 2015 equaled $31,600.

XIII. Staff Recommendation:

The staff recommends the approval to accept court patrons' donations to the "Back to School" program in lieu of fines.

ORDINANCE NO. 2016-999

INTRODUCED BY: Chris Ceretto

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO AMENDING CHAPTER 13, ARTICLE IV, OF THE FORT LUPTON MUNICIPAL CODE TO ADOPT PUBLIC WORKS BACKFLOW PREVENTION / CROSS CONNECTION CONTROL PLAN

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 2nd day of May 2016.

PUBLISHED in the Fort Lupton Press the May 11, 2016.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED by title only this 6th day of June 2016.

EFFECTIVE (after publication) the 15th day of July 2016.

CITY OF FORT LUPTON, COLORADO

_____

Tommy Holton, Mayor

ATTEST:

_____

Nanette Fornof, MMC
City Clerk

Approved as to form:

_____

Andy Ausmus, City Attorney

ORDINANCE NO. 2016-1000

INTRODUCED BY: Chris Cross

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO AMENDING CHAPTER 9, ARTICLE I, OF THE FORT LUPTON MUNICIPAL CODE TO REQUIRE A FEE DEPOSIT FOR OIL AND GAS PERMIT APPLICATIONS

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 16th day of May 2016.

PUBLISHED in the Fort Lupton Press the 25th day of May 2016.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED by title only this 6th day of June 2016.

EFFECTIVE (after publication) the 15th day of July 2016.

CITY OF FORT LUPTON, COLORADO

_____

Tommy Holton, Mayor

ATTEST:

_____

Nanette Fornof, MMC
City Clerk

Approved as to form:

_____

Andy Ausmus, City Attorney

CITY OF FORT LUPTON
CITY COUNCIL

CITY OF Fort Lupton EST 1836

COME PAINT YOUR FUTURE WITH US

Tommy Holton, Mayor

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-078

AUTHORIZE THE 3RD YEAR OF THE AGREEMENT WITH J & M DISPLAYS TO PROVIDE A 4TH OF JULY FIREWORKS DISPLAY FOR AN AMOUNT NOT TO EXCEED $15,000

I. Agenda Date: Council Meeting – June 6, 2016

II. Attachments:
a. Fireworks Agreement
b. Proposal

III. Summary Statement:

In 2014 Fort Lupton negotiated with J & M Displays a three year agreement to create the 4th of July show. J & M has agreed to offer more fireworks as an incentive for us as we signed a multi-year agreement and early payment option. They will provide $20,000 worth of fireworks for the $15,000 early payment.

IV. Fiscal Note: _____

_____

Finance Department Use Only

Leann Perino
Finance Director

V. Submitted by: Leann Perino
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:

Fort Lupton negotiated with J & M Displays a three year agreement to create the 4th of July show. J & M has agreed to offer more fireworks as an incentive for us as we signed a multi-year agreement and early payment option in 2014. They will provide $20,000 worth of fireworks for the $15,000 early payment

X. Legal/Political Considerations:

None

XI. Alternatives/Options:

Authorize the 3rd year of the three year agreement

XII. Financial Considerations:

The General Fund has a budget of $15,000 for 4th of July Fireworks.

XIII. Staff Recommendation:

Approve the 3rd year of the fireworks agreement with J&M Displays.

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of April, 20 16, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and City of Fort Lupton, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the $15,000.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of July 4, 2016 at approximately _____:_____ pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **Firing of Display (check one of the below options):**

_____ Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

X Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

2. **Payment.** The Buyer shall pay to the Seller **(check one of the below options):**

_____ the sum of $_____ as a down payment upon execution of this Agreement. The balance of $_____ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a $30.00 fee.

X $15,000.00 in full by May 10, 2016 (55 days prior) (70 days prior to the event date). The Buyer will receive the 8% prepayment bonus product in this fireworks display.

_____ $_____ in full by _____ (30 days prior to event date). The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. **Weather Delay/Cancellation.** If Buyer postpones or cancels the fireworks display after the Seller has arrived on site and began setting up the display, the Buyer shall pay to the Seller the amount of the shoot fee **$**_____ as payment in full for the postponement/cancellation fee. If the Buyer postpones or cancels the display prior to Seller arriving on site for set up, there will be no charge for rescheduling.

4. **Rain Date.** Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of _____ or another date as agreed to by both parties. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller. In the event the Buyer does not choose to reschedule another date or cannot agree to a mutually convenient date with the Seller, then the Seller shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.

5. **Insurance. (Check one of the below options):**

_____ Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than $10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

X_____ Buyer agrees to provide, at its expense, general liability insurance coverage with a rating by AM Best of A VIII or higher, in an amount not less than $5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

6. **Buyer agrees to provide**:

(a) sufficient area for the display, including a minimum spectator set back as determined by Seller.

(b) protection of the display area by roping off or similar facility.

(c) adequate police protection to prevent spectators from entering display area.

(d) dry, clean sand, if needed, for firing.

(e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.

(f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Beverly J. Snyder
J & M Displays, Inc.
SELLER

BY: _____
BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.

April 26, 2016

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

Attn: Christopher Cross

Dear Chris:

Enclosed is our proposal for your fireworks display planned for July 4, 2016.

We have completed the contract and you will find it attached. Please provide information in the highlighted areas and if acceptable, sign and return the paperwork to me as soon as possible so we can prepare your display and have it ready on time.

The Display Information form is also attached. Please check to be sure everything is accurate and notify us of any corrections.

We look forward to working with you to help the Fort Lupton community celebrate Independence Day!

Yours very truly,

Bev Snyder

Beverly S. Snyder
J & M Displays, Inc.
P.O. Box 21181
Denver, CO 80221
303-458-7600
fireworks@jandmdisplayscolorado.com

J & M Displays Proposal For:
City of Fort Lupton

Main Event

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	Quick report cake w/silver tails 25 shot		$59.15	$118.30
1	Blue tail to golden belt w/red glitter green glitter & white glitter 36 shot		$141.00	$141.00
2	Color Crackle and report 49 shot		$141.00	$282.00
1	100 CAKE - Gold tail to gold crown		$253.05	$253.05
2	2" 49S CAKE - Assorted colorful strobes		$253.05	$506.10
2	Crackling mine to blue and red dahlia w/ crackling 120 shot fan cake		$302.10	$604.20
2	Rainbow crossette 100 shot Z shape		$302.10	$604.20
Category shell Count: 822				$2,508.85

3 Inch Salutes

Quantity	Name	Rising Effect	Price	Total
2	Dark salute (no Ti)		$9.10	$18.20
2	Silver sparked salute with blue tail	blue tail	$9.10	$18.20
2	Silver sparked salute with red tail	red tail	$9.10	$18.20
2	Silver sparked salute with silver tail	silver tail	$9.10	$18.20
2	Titanium salute with rising whistle	rising whistle	$9.10	$18.20
Category shell Count: 10				$91.00

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Blue peony		$9.85	$9.85
1	White peony		$9.85	$9.85
2	Brocade crown with silver strobing pistil		$18.85	$37.70
1	Crackling nishiki kamuro		$18.85	$18.85
2	Glittering gold to Emerald kamuro w/ strobe pistil		$18.85	$37.70
1	Glittering willow	glitter tail	$18.85	$18.85
1	Green crossette		$18.85	$18.85
1	Half red half blue with silver peony ring		$18.85	$18.85
1	Magenta sky blue and lemon dahlia with white glitter pistil		$18.85	$18.85
1	Nishiki kamuro niagara falls		$18.85	$18.85
1	Assortment H of 20 different J&M shells ELECTRIC FIRE	mixed tails	$197.75	$197.75
1	Assortment K Of 20 different J&M Brand shells ELECTRIC FIRE		$197.75	$197.75
1	Assortment M of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	$197.75	$197.75
1	Assortment Y of 10 pairs of 3" J&M shells ELECTRIC FIRE		$197.75	$197.75
Category shell Count: 92				$999.20

J & M Displays Proposal For:
City of Fort Lupton

Main Event

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Lemon strobe		$25.90	$25.90
1	Multicolor Rays with gold glitter center ELECTRIC FIRE ONLY		$25.90	$25.90
1	Multicolor strobe		$25.90	$25.90
1	Silver Hummers w/ Fushia Center ELECTRIC FIRE ONLY		$25.90	$25.90
1	Sizzling lemon comets		$25.90	$25.90
1	Twinkling silver willow		$25.90	$25.90
1	White strobe		$25.90	$25.90
1	Artillery		$41.05	$41.05
1	Charcoal glittering crossette		$41.05	$41.05
1	Green with silver serpents		$41.05	$41.05
1	Red and blue with artillery		$41.05	$41.05
1	Red tailed thunder with white strobe		$41.05	$41.05
1	Silver wasp and diamond screamer		$41.05	$41.05
1	Tourbillion with reports		$41.05	$41.05

Category shell Count: 14 $468.65

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Brocade Crown to Red Glitter		$18.85	$18.85
1	Flower wave with red green blue pistil		$18.85	$18.85
1	Half golden wave to purple half yellow spiderweb		$18.85	$18.85
1	Peony assorted		$18.85	$18.85
2	Blue and lemon strobe coconut	silver tail	$31.90	$63.80
1	Color dahlia with silver strobe		$31.90	$31.90
1	Crossette assorted		$31.90	$31.90
1	Glittering gold to Ruby kamuro w/strobe pistil		$31.90	$31.90
1	Pink and lemon dahlia		$31.90	$31.90
1	Assortment B of 20 different J&M Brand shells ELECTRIC FIRE	mixed tails	$342.00	$342.00
1	Assortment C of 20 different J&M Brand Shells ELECTRIC FIRE		$342.00	$342.00

Category shell Count: 50 $950.80

J & M Displays Proposal For:
City of Fort Lupton

Main Event

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
1	Aqua ghost peony		$40.05	$40.05
1	Blue peony with double palm tree & strobe pistil		$40.05	$40.05
1	Blue sunflower		$40.05	$40.05
1	Crackling nishiki kamuro		$40.05	$40.05
1	Glittering silver to blue chrys		$40.05	$40.05
1	Glittering silver to green chrys		$40.05	$40.05
1	Glittering silver to red strobe chrys		$40.05	$40.05
1	Golden wave to variegated strobing chrys		$40.05	$40.05
1	GPS 4in Red white and blue		$40.05	$40.05
1	Green to crackling ghost peony		$40.05	$40.05
1	Kamuro chrys niagara fall		$40.05	$40.05
1	Multicolor strobe		$40.05	$40.05
1	Nishiki kamuro niagara falls with strobing pistils		$40.05	$40.05
1	Nishiki kamuro niagara falls with variegated pistils		$40.05	$40.05
1	Purple strobe willow		$40.05	$40.05
1	Red to crackling ghost peony		$40.05	$40.05
1	Reddish gamboge to crackling chrys		$40.05	$40.05
1	Silver coconut to blue		$40.05	$40.05
1	Red and blue with artillery		$53.85	$53.85

Category shell Count: 19 $774.75

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Glitter crossette	flower crown tail	$52.00	$52.00
1	Glittering willow	glitter tail	$52.00	$52.00
1	Lemon dahlia with white strobe to report	gold tail	$52.00	$52.00
1	Rainbow crossette		$52.00	$52.00
1	Silver Spike		$52.00	$52.00
1	Assortment D of 15 different J&M Brand shells ELECTRIC FIRE	mixed tails	$452.00	$452.00
1	Assortment K of 15 different J&M Brand shells (low fallout) ELECTRIC FI	mixed tails	$452.00	$452.00
1	Assortment L of 15 different J&M Brand shells ELECTRIC FIRE		$452.00	$452.00
1	Assortment N of 15 different J&M Brand shells ELECTRIC FIRE		$452.00	$452.00

Category shell Count: 65 $2,068.00

J & M Displays Proposal For:
City of Fort Lupton

Main Event

5 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Blue to flickering silver peony with red pistil		$61.25	$61.25
1	Crackling Kamuro Chrysanthemum		$61.25	$61.25
1	Glittering silver to blue to orange chrys		$61.25	$61.25
1	Glittering willow with red and blue dahlia pistils	glitter tail	$61.25	$61.25
1	Kamuro chrys niagara fall		$61.25	$61.25
1	Silver crown with lemon and purple dahlia pistil	silver tail	$61.25	$61.25
1	Silver willow		$61.25	$61.25
1	Twitter glitter to purple butterfly with green eyes		$61.25	$61.25
1	Willow with flickering with purple and lemon dahlia pistil		$61.25	$61.25
1	Glittering silver to blue to red strobe chrys		$73.20	$73.20
1	Glittering silver to blue to red strobe chrys with white strobe pistil		$73.20	$73.20
1	Golden strobing (spangle) chrysanthemum		$73.20	$73.20
1	Kamuro chrysanthemum niagara falls with smiling face		$73.20	$73.20
1	Small var. color flowers bouquet shells		$73.20	$73.20
1	Strobing (spangle) chrysanthemum with crackling		$73.20	$73.20

Category shell Count: 15 $990.45

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Aqua peony with Brocade ring		$51.25	$51.25
1	Green Gold and Purple peony		$51.25	$51.25
1	Green to blue to silver peony	green tail	$51.25	$51.25
1	Lemon to pink to silver peony		$51.25	$51.25
1	Lemon to pink to silver peony		$51.25	$51.25
1	Purple chrys w/ Silver chrys pistil		$51.25	$51.25
1	Red and blue dahlia with silver glitter		$51.25	$51.25
1	Red Grass green Sky blue and Silver peony		$51.25	$51.25
1	Silver chrys w/ Green chrys pistil		$51.25	$51.25
1	Yellow to blue to red peony		$51.25	$51.25
1	CHANSHAN SHELL - Mixed color peony		$52.55	$52.55
1	Blue spiderweb with red strobe pistil		$73.50	$73.50
1	Assortment A of 9 different Patriotic shells ELECTRIC FIRE		$447.00	$447.00
1	Assortment B of 9 different J&M brand shells ELECTRIC FIRE	mixed tails	$447.00	$447.00
1	Assortment C of 9 different J&M brand shells ELECTRIC FIRE	mixed tails	$447.00	$447.00
1	Assortment N of 9 different J&M brand shells ELECTRIC FIRE	mixed tails	$447.00	$447.00
1	Assortment Q of 9 different Long Duration J&M Brand Shells ELECTRIC	mixed tails	$447.00	$447.00

Category shell Count: 57 $2,873.55

J & M Displays Proposal For:
City of Fort Lupton

Main Event

6 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Blue and red meteor shower		$101.40	$101.40
1	Blue to flickering silver peony with red pistil		$101.40	$101.40
1	Crackling nishiki kamuro niagara falls w/ variegated meteor		$101.40	$101.40
1	Crackling small flowers with crackling pistils		$101.40	$101.40
1	Dandelion (special)		$101.40	$101.40
1	Ghost circle (3D)		$101.40	$101.40
1	Glittering silver to red & green with red to blue pistil		$101.40	$101.40
1	Glittering willow with pink lemon and light blue pistil	glitter tail	$101.40	$101.40
1	Golden coconut with multicolor crown flowers		$101.40	$101.40
1	Golden strobing chrysanthemum to aqua with red psitil		$101.40	$101.40
1	Green ghost peony with purple pistil		$101.40	$101.40
2	Happy face pattern		$101.40	$202.80
1	Kamuro chrysanthemum niagara falls with smiling face		$101.40	$101.40
1	Magenta jellyfish		$101.40	$101.40
1	Magenta to aqua magic peony with pistil (smiling face)		$101.40	$101.40
1	Multicolor falling leaves		$101.40	$101.40
1	Nishiki kamuro niagara fall		$101.40	$101.40
1	Nishiki kamuro niagara falls with variegated pistils		$101.40	$101.40
1	Red strobe with blue moving stars		$101.40	$101.40
1	Reporting comets		$101.40	$101.40
1	Silver kamuro with red and blue pistil		$101.40	$101.40
1	Spangled chrys with gold willow pistil & purple ring		$101.40	$101.40
1	Glittering silver to variegated		$117.00	$117.00
1	Green strobe		$117.00	$117.00
1	Multi color dahlia with spangle crackling pistil		$117.00	$117.00
1	Variegated meteor shower		$117.00	$117.00
Category shell Count: 27				$2,800.20
Section shell Count: 1171				$14,525.45

Finales

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	2.5" Display Shell Cake- Mixed finale 2.5" 36 shot		$369.80	$739.60
2	2.5" Display Shell Cake- Red White Blue finale 2.5" 36 shot		$369.80	$739.60
2	2.5" Display Shell Cake-Dahlia and Willows 36 shot		$369.80	$739.60
Category shell Count: 216				$2,218.80
Section shell Count: 216				$2,218.80

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect	Price	Total
415	Igniter 3 meter leads		$1.95	$809.25
Category shell Count: 0				$809.25
Section shell Count: 0				$809.25

J & M Displays Proposal For:
City of Fort Lupton

Free 8% for early payment

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Golden tail to golden wave time rain 49 shot fan		$141.00	$141.00
1	Titanium salute with silver tail and silver palm 49 shot		$183.75	$183.75
1	300'S FAN SHAPED RED STARS.REPORT W/WHISTLE.BLUE TAIL		$369.80	$369.80
Category shell Count: 398				$694.55

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
1	Blue chrysanthemum with crackling		$40.05	$40.05
1	Crackling Kamuro Chrysanthemum		$40.05	$40.05
1	Crackling small flowers		$40.05	$40.05
1	Glittering silver to green to purple		$40.05	$40.05
1	Glittering silver to red to blue		$40.05	$40.05
1	Glittering silver to variegated		$40.05	$40.05
1	Golden wave to purple blue and red chrysanthemum		$40.05	$40.05
1	Golden willow (waterfall)		$40.05	$40.05
1	Half blue and half red with midnight snow ring		$40.05	$40.05
1	Sizzling lemon and purple comets		$40.05	$40.05
1	Twilight glitter comets		$40.05	$40.05
Category shell Count: 11				$440.55

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	1/4 Peony with crackle pistil		$52.00	$52.00
1	Arch Pattern - Half ring-White		$52.00	$52.00
1	Blue peony to silver crown		$52.00	$52.00
1	Brocade crown with silver strobing pistil		$52.00	$52.00
1	Double heart pattern		$52.00	$52.00
1	Glittering willow waterfall	glitter tail	$52.00	$52.00
1	Ring to dark to peony assorted		$52.00	$52.00
1	Three time time rain with palm pistil		$52.00	$52.00
Category shell Count: 8				$416.00
Section shell Count: 417				$1,551.10

Free 15% for Multiple Year Agreement

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Silver Strobe Mine to Red Dahlia with Silver Strobe with Red 36 shot		$110.95	$110.95
1	Red comets to red dahlia with white strobe 49 shot		$141.00	$141.00
1	Red white and blue scenery 300 shot		$469.20	$469.20
Category shell Count: 385				$721.15

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
4	Glittering willow waterfall	glitter tail	$18.85	$75.40
Category shell Count: 4				$75.40

J & M Displays Proposal For:
City of Fort Lupton

Free 15% for Multiple Year Agreement

5 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Glittering willow with red and blue dahlia pistils	glitter tail	$61.25	$61.25
1	Silver crown with lemon and purple dahlia pistil	silver tail	$61.25	$61.25
1	Double red and crackling heart		$73.20	$73.20
1	Green to red strobe peony with green strobe pistil		$73.20	$73.20
1	Nishiki kamuro to red strobe with red strobe pistil		$73.20	$73.20
1	Orange strobe dahlia		$73.20	$73.20
1	Var. color crackling diadem		$73.20	$73.20
1	Tourbillion with reports with red and blue Stars		$98.10	$98.10

Category shell Count: 8 $586.60

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Brocade crown to chrysanthemum		$73.50	$73.50
1	Brocade Crown to Crackling		$73.50	$73.50
1	Glittering willow	glitter tail	$73.50	$73.50
1	Glittering willow waterfall	glitter tail	$73.50	$73.50
1	Orange to ocean blue with palm pistil	pink tail	$73.50	$73.50
1	White strobe red dahlia		$73.50	$73.50

Category shell Count: 6 $441.00

Section shell Count: 403 $1,824.15

J & M Displays Proposal For:
City of Fort Lupton

Fireworks price:	$17,553.50
Discount:	$2,553.50
Sub-total Fireworks:	**$15,000.00**
Sales tax:	
Local sales tax:	
Insurance processing :	
License and permit:	
Shoot fee	
Delivery:	
Musical firing:	
Shoot cost:	
Total price of show:	**$15,000.00**

Proposal print 11

Total shot count:	2207
Packing check:	615
Date of display:	7/4/2016
Customer number:	10292

Summary of Free Items Added to Your Show

See previous pages for a listing of free items

Free items are based on the $15,000.00 fireworks subtotal

$1,824.15	**Free for Multiple Year Agreement**
$1,551.10	**Free for early pay**
$3,375.25	**Total free**

Total value of show is $20,928.75. Your price is $15,000.00

Free Items Summary

Please note the following comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J & M Displays, Inc. requests that all information be safe-guarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J & M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice.

CITY OF FORT LUPTON
CITY COUNCIL

CITY OF Fort Lupton EST 1836

COME PAINT YOUR FUTURE WITH US

Tommy Holton, Mayor

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-080

EXECUTE AGREEMENT WITH UPRR FOR DRAINAGE FACILITIES RELATED TO COUNTY ROAD 16 IMPROVEMENTS PROJECT

I. Agenda Date: Council Meeting – June 6, 2016

II. Attachments:
a. UPRR Drainage Facility and Waterway Agreement
b. Construction Services Agreement

III. Summary Statement:

Execution of the Union Pacific Railroad Drainage Facility and Waterway Agreement is required as part of the CR 16 roadway improvements project.

IV. Fiscal Note: _____

_____

Finance Department Use Only

Leann Perino
Finance Director

V. Submitted by:
Public Works 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:

As worked out with UPRR staff last year during design of the County Road 16 project, the attached agreement is required to install a drainage infiltration facility within the UPRR ROW.

X. Legal/Political Considerations:

Not Applicable

XI. Alternatives/Options:

- *Execute agreement*
- *Do not execute agreement – The City will not be able to complete roadway improvements.*
- *Renegotiate agreement – will require redesign of improvements and delay bidding for construction*

XII. Financial Considerations:

The $50,000.00 payment is included in the project budget of $972,000. Half of the budget is in the General Fund offset by a DOLA grant. The rest of the budget is in the Street Sales Tax Fund. $2,331 of the 2016 Street Sales Tax budget has been spent on engineering.

XIII. Staff Recommendation:

Staff recommends execution of the Drainage Facility and Waterway Agreement with UPRR and submittal of check for $50,000.00 to complete the transaction.

DRAIN.DOC 920301
Form Approved, AVP-Law

Folder No. 02923-87

DRAINAGE FACILITY & WATERWAY AGREEMENT

Mile Post: 26.98, Greeley Subdivision/Branch
Location: Fort Lupton, Weld County, Colorado

THIS AGREEMENT ("Agreement") is made and entered into as of September 22, 2015, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF FORT LUPTON**, a Colorado municipal corporation to be addressed at 130 S Mickinley Ave, Fort Lupton, Colorado 80621 ("Licensee").

RECITALS:

In order to improve drainage conditions the Licensee desires to construct a drainage facility in the vicinity of Licensor's right of way at Mile Posts 26.98 on the Greeley Subdivision, located at or near Fort Lupton, Weld County, Colorado (hereinafter the "Premises").

The drainage facilities to be constructed by the Licensee, at Licensee's expense, on the Premises are hereinafter collectively referred to as the "Drainage Facility". The Drainage Facility and Premises are shown on the print dated September 10, 2015, marked Exhibit "A", hereto attached.

The Railroad is agreeable to the Licensee constructing, maintaining and using the Drainage Facility upon the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

Article 1. <u>LICENSOR GRANTS RIGHT.</u>

In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and use the Drainage Facility.

Article 2. <u>CONSTRUCTION WORK TO BE PERFORMED BY LICENSEE.</u>

The Licensee, at its sole expense, shall construct the Drainage Facility and perform the work described in the Recitals above at the location and as depicted in Exhibit "A," and subject to the specifications per the approved Engineering Drawings, Exhibit "A-1", Pages 1 through 5, each Exhibit dated September 10, 2015, and each attached hereto.

Article 3. <u>CONSTRUCTION, MAINTENANCE AND OPERATION.</u>

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, hereto attached.

Article 4. **DEFERRED CONSTRUCTION.**

The Licensor and Licensee acknowledge that conditions inherent in the Drainage Facility may cause the complete stabilization of Licensor's trackage supported by new cuts or fills to be deferred beyond the construction period, and that Licensor's operation over the roadbed during the seasoning period will impose extraordinary maintenance costs in the event of caving, sliding, slipping, sinking or settling, including damage to rip-rapping or protective work in connection therewith, as well as settlement and consolidation of tracks and ballast, until the seasoning period is complete. Therefore, the Licensee will pay to the Licensor, as a part of the consideration for this Agreement, all that part of the cost and expense of extraordinary maintenance (hereinafter referred to as "Deferred Construction") associated with the Drainage Facility which can be attributed to failure of subgrade, settlement, and consolidation of subballast, or roadbed, or any combination thereof, which are incurred during the period commencing immediately following completion of the work on the Drainage Facility by the Licensee or its contractor and ending five years thereafter. The Deferred Construction costs aforesaid shall include reimbursement of the extra cost, in excess of normal maintenance costs, of maintaining embankments and that portion of said tracks above subgrade in accordance with acceptable maintenance standards, and will include cost of maintaining proper alignment, proper surface and use of ballast and other necessary materials.

Article 5. **ONE-TIME PAYMENT.**

Upon execution and delivery of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Fifty Thousand DOLLARS ($50,000.00)**.

Article 6. **TERM; TERMINATION.**

A. This Agreement shall take effect as of the date first herein written and, unless sooner terminated as set forth in Paragraphs (B) and (C) below, shall continue in full force and effect for so long as the Premises and Drainage Facility shall be used by the Licensee for the purposes set forth herein; provided, however, that if the Licensee shall abandon the use of the Drainage Facility and Premises, or any part thereof, for such purposes, this Agreement and the rights and privileges granted to Licensee herein as to the portion(s) so abandoned shall cease and terminate at the time such portions of the Drainage Facility and Premises are abandoned.

B. If the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith and immediately terminate this Agreement by written notice to Licensee.

C. This Agreement may be terminated by either party, with or without cause, upon six (6) months written notice to the other party. In the event of such notice of termination, the parties shall arrange for either the Drainage Facility to be removed, filled in and graded to accommodate the surrounding grade surface, or to encase the Drainage Facility to the standards and satisfaction of the Licensor.

D. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Article 7. **IF WORK IS TO BE PERFORMED BY CONTRACTOR.**

If a contractor is to do any of the work performed on the Drainage Facility or Premises (including initial construction and subsequent relocation or substantial maintenance and repair work), then the Licensee shall require its contractor to execute the Railroad's Contractor's Right of Entry Agreement. Licensee acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Licensee's contractor be allowed onto Licensor's Premises without first executing the Contractor's Right of Entry Agreement.

Article 8. **INSURANCE.**

A. The Licensee, at its expense, shall obtain the insurance described in Exhibit C, hereto attached. The Licensee will also provide to the Licensor a Certificate of Insurance issued by its insurance carrier confirming the existence of such insurance and that the policy or policies contain the following endorsement:

Union Pacific Railroad Company is named as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the Drainage Facility located on Railroad's right of way between Mile Posts 26.98 on the Greeley Subdivision, located at or near Fort Lupton, Weld County, Colorado.

B. If the Licensee named in this Agreement is a public entity subject to any applicable statutory tort laws, the limits of insurance described in Exhibit C shall be the limits the Licensee then has in effect or which is required by applicable current or subsequent law, whichever is greater, a portion of which may be self-insured with the consent and approval of the Licensor.

C. All insurance correspondence shall be directed to:

Folder No.: 02923-87
Director-Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street STOP 1690
Omaha, Nebraska 68179-1690

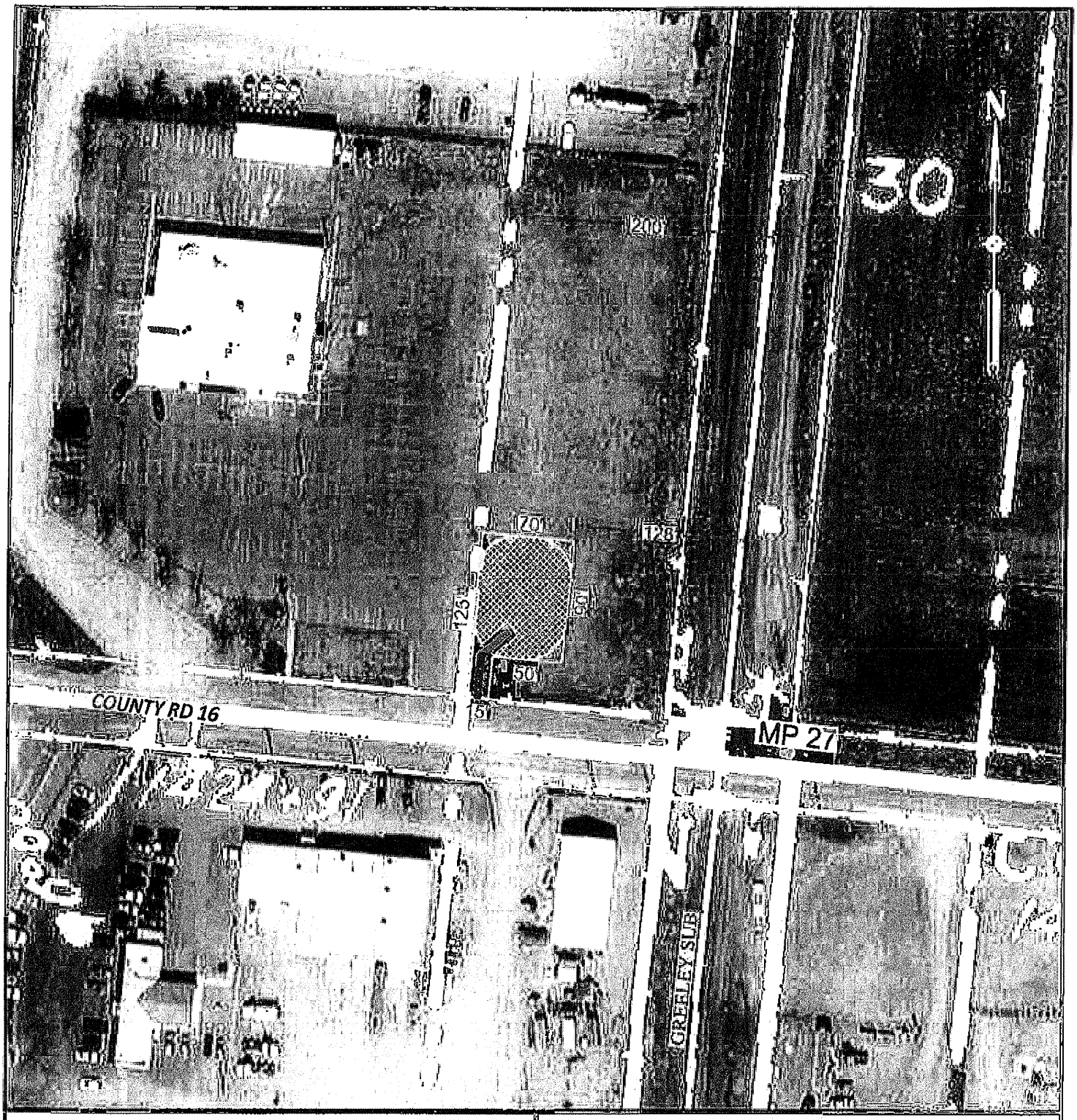
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
MANAGER CONTRACTS

CITY OF FORT LUPTON

By: _____
Title: _____



LEGEND:

INFILTRATION BASIN.....

6" RIPRAP .....

4' CONCRETE VALLEY.....

UPRRCO. R/W OUTLINED.....

CADD FILENAME	0292387.DGN
SCAN FILENAME	0292387-C00106.TIF

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

FORT LUPTON, WELD COUNTY, CO

M.P. 26.98 - GREELEY SUB.

TO ACCOMPANY AGREEMENT WITH
CITY OF FORT LUPTON
UP V-3 / 6
SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 9-10-2015

COB FILE: 2923-87

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

Exhibit "A-1"

UNION PACIFIC RAILROAD COMPANY

FORT LUPTON, WELD COUNTY, CO

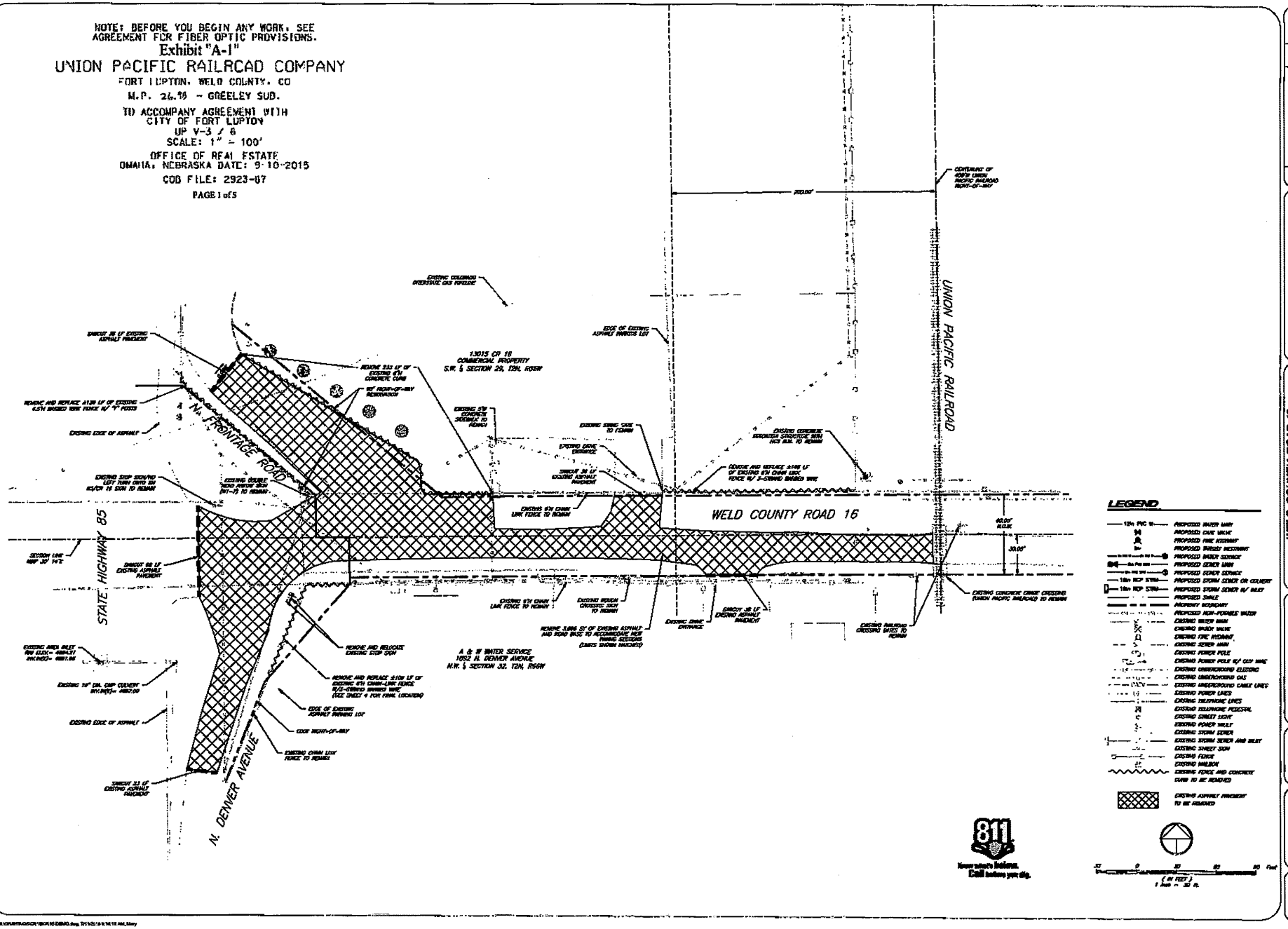
M.P. 24.98 - GREELEY SUB.

TO ACCOMPANY AGREEMENT WITH
CITY OF FORT LUPTON
UP V-3 / 6
SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 9-10-2015

COD FILE: 2923-07

PAGE 1 of 5



WELD COUNTY ROAD 16
RECONSTRUCTION
FORT LUPTON, COLORADO

DEMOLITION PLAN

WOHNRADE CIVIL ENGINEERS, INC.

3 Sheet / 7 Sheets

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

Exhibit "A-1"

UNION PACIFIC RAILROAD COMPANY

FORT LUPTON, WELD COUNTY, CO

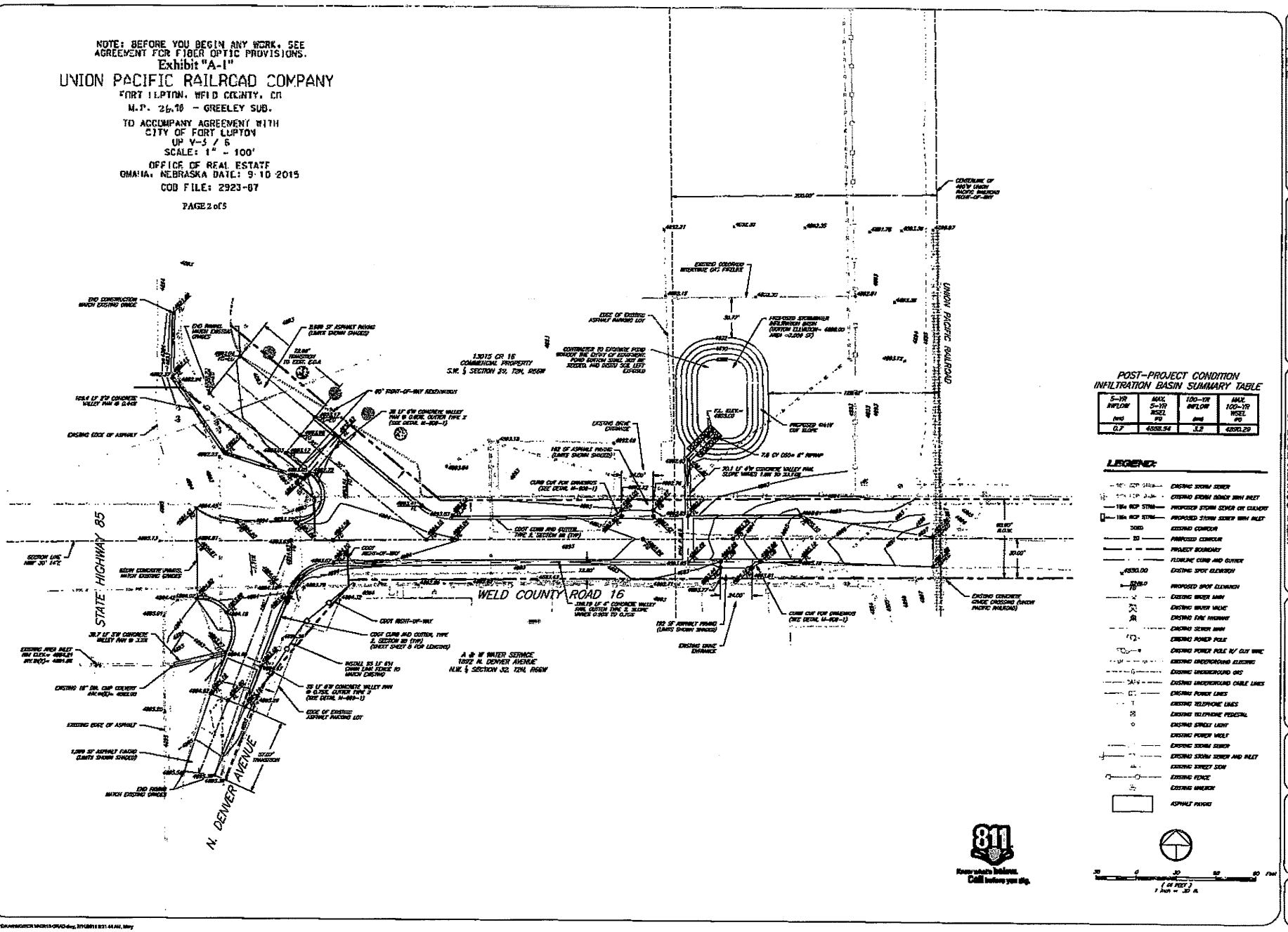
M.P. 26.10 - GREELEY SUB.

TO ACCOMPANY AGREEMENT WITH
CITY OF FORT LUPTON
UP V-3 / 6
SCALE: 1" - 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 9-10-2015

COD FILE: 2923-07

PAGE 2 of 5



POST-PROJECT CONDITION
INFILTRATION BASIN SUMMARY TABLE

5-YR INFLOW (cfs)	MAX. 5-YR WSEL (ft)	100-YR INFLOW (cfs)	MAX. 100-YR WSEL (ft)
0.7	4858.54	3.2	4890.29

LEGEND:

- EXISTING STORM SEWER
- EXISTING STORM SEWER WITH INLET
- 18in RCP STRM — PROPOSED STORM SEWER OR CULVERT
- 18in RCP STRM — PROPOSED STORM SEWER WITH INLET
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROJECT BOUNDARY
- FLOWLINE CURB AND GUTTER
- 4890.00 EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- EXISTING WATER MAIN
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING SEWER MAIN
- EXISTING POWER POLE
- EXISTING POWER POLE W/ GUY WIRE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND GAS
- EXISTING UNDERGROUND CABLE LINES
- EXISTING POWER LINES
- EXISTING TELEPHONE LINES
- EXISTING TELEPHONE PEDESTAL
- EXISTING STREET LIGHT
- EXISTING POWER VAULT
- EXISTING STORM SEWER
- EXISTING STORM SEWER AND INLET
- EXISTING STREET SIGN
- EXISTING FENCE
- EXISTING MAILBOX
- ASPHALT PAVING

811 Know what's below. Call before you dig.

30 0 30 60 90 Feet
(IN FEET)
1 inch = 30 ft.

Fort Lupton
COME PAINT YOUR FUTURE WITH US

WELD COUNTY ROAD 16
RECONSTRUCTION
FORT LUPTON, COLORADO

GRADING PLAN

WOHNRADE CIVIL ENGINEERS, INC.

80325

Project: CR16 Exh.dwg
Date: 9/17/15
Scale: 1"=30'
Designed By: MBW
Reviewed By: MBW

4 Sheet / 7 Sheets

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

Exhibit "A-1"

UNION PACIFIC RAILROAD COMPANY

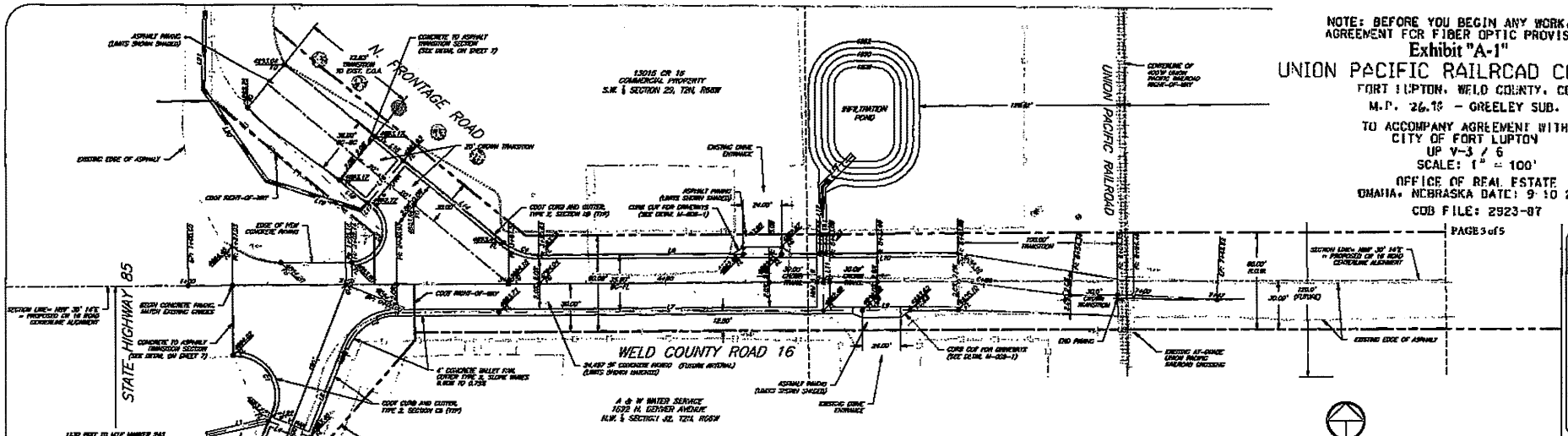
FORT LUPTON, WELD COUNTY, CO

M.P. 26.18 - GREELEY SUB.

TO ACCOMPANY AGREEMENT WITH
CITY OF FORT LUPTON
UP V-3 / 6
SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 9 10 2015
COB FILE: 2923-87

PAGE 3 of 5



Line Table		
Line #	Length	Direction
L1	36.726	N17° 13' 54.80"E
L2	32.948	N21° 16' 14.40"E
L3	7.814	N21° 16' 14.40"E
L4	39.000	N89° 41' 46.00"E
L5	33.546	N21° 16' 14.40"E
L6	68.367	N21° 16' 14.40"E
L7	266.626	N89° 30' 33.88"E
L8	176.404	N89° 30' 33.88"E
L9	84.579	N89° 30' 33.88"E
L10	94.404	S89° 30' 13.88"W

Line Table		
Line #	Length	Direction
L11	33.000	S8° 29' 46.12"E
L12	42.300	N0° 29' 46.12"W
L13	27.621	N44° 18' 26.00"E
L14	61.370	S30° 27' 46.80"E
L15	33.000	S30° 27' 46.80"E
L16	33.000	N89° 30' 14.40"E
L17	6.000	S89° 30' 14.40"W
L18	23.000	N0° 29' 46.80"W
L19	62.998	N12° 27' 26.33"W
L20	49.611	N24° 45' 04.58"W

Line Table		
Line #	Length	Direction
L21	48.192	N1° 01' 47.82"E
L22	0.000	S89° 41' 46.80"E

Curve Table			
Curve #	Length	Radius	Delta
C1	46.762	30.000	111.8000
C2	41.651	35.000	68.2000
C3	49.878	30.000	158.9000
C4	24.453	30.000	46.6334

LEGEND

- 12in PVC — PROPOSED WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED THRUST RESTRAINT
- PROPOSED WATER SERVICE
- PROPOSED SEWER MAIN
- PROPOSED SEWER SERVICE
- 18in RCP STORM — PROPOSED STORM SEWER OR CULVERT
- 18in RCP STORM — PROPOSED STORM SEWER W/ INLET
- PROPOSED SWALE
- PROPERTY BOUNDARY
- PROPOSED NON-POTABLE WATER
- EXISTING WATER MAIN
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING SEWER MAIN
- EXISTING POWER POLE
- EXISTING POWER POLE W/ GUY WIRE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND GAS
- EXISTING UNDERGROUND CABLE LINES
- EXISTING POWER LINES
- EXISTING TELEPHONE LINES
- EXISTING TELEPHONE PEDESTAL
- EXISTING STREET LIGHT
- EXISTING POWER VAULT
- EXISTING STORM SEWER
- EXISTING STORM SEWER AND INLET
- EXISTING STREET SIGN
- EXISTING FENCE
- EXISTING MAILBOX

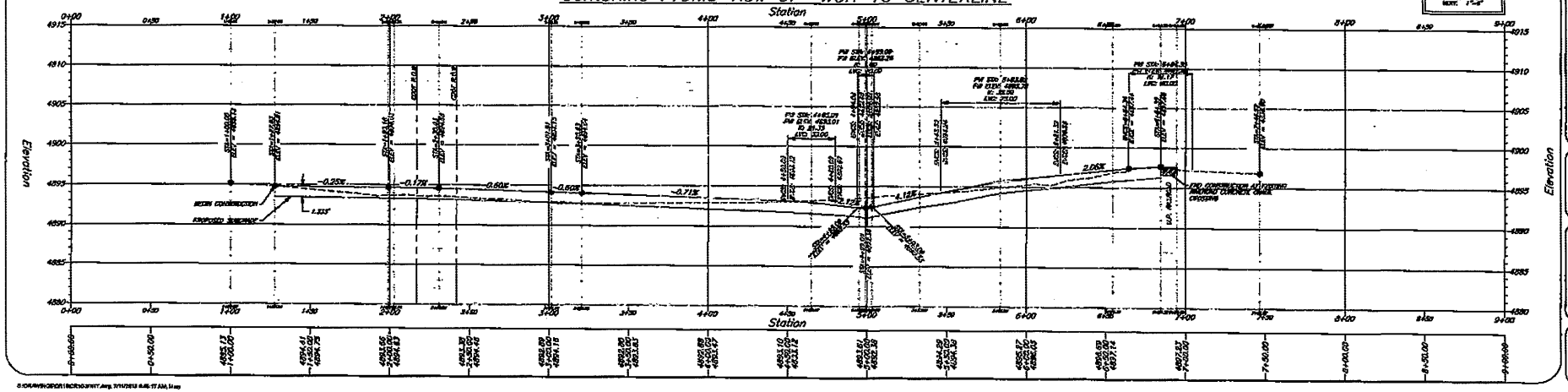
(IN FEET)
1 inch = 30 ft.

GENERAL STREET IMPROVEMENT NOTES:

1. ALL STREET STAKING IS BASED ON CENTERLINE UNLESS OTHERWISE NOTED.
2. ALL STREET CONSTRUCTION IS SUBJECT TO THE "PROJECT MANUAL FOR THE COUNTY ROAD 16 RECONSTRUCTION", PREPARED BY MCNAMARA CIVIL ENGINEERS, INC.
3. MANHOLE RIM ELEVATIONS ARE TO BE ADJUSTED TO ¼" BELOW FINISHED GRADE.
4. WHERE PROPOSED PAVING MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAW CUT, A MINIMUM DISTANCE OF 12 INCHES FROM THE EXISTING EDGE, TO ENSURE A CLEAN CONNECTION EDGE. THE CONTRACTOR SHALL BE REQUIRED TO REMOVE EXISTING PAVEMENT TO A DISTANCE WHERE A CLEAN CONNECTION EDGE CAN BE MADE.
5. THE TOP 12 INCHES OF THE GRAVEL PAVEMENT SUBGRADE SHALL BE SCARIFIED AND RE-COMPACTED PRIOR TO SUBBASE INSTALLATION. NO BASE MATERIAL SHALL BE LAID UNTIL THE SUBGRADE HAS BEEN INSPECTED AND APPROVED BY THE ENGINEER.
6. PRIOR TO PLACEMENT OF FILLER, OR CONCRETE WITHIN THE STREET AND AFTER MOISTURE/DENSITY TESTS HAVE BEEN TAKEN ON THE SUB GRADE MATERIAL (WHEN A FULL DEPTH SECTION IS PROPOSED) OR ON THE SUB GRADE AND BASE MATERIAL (WHEN A COMPOSITE SECTION IS PROPOSED), A MECHANICAL "PROOF ROLL" SHALL BE REQUIRED. CONTRACTOR SHALL REFER TO THE "PROJECT MANUAL FOR THE COUNTY ROAD 16 RECONSTRUCTION", PREPARED BY MCNAMARA CIVIL ENGINEERS, INC. FOR SPECIFIC REQUIREMENTS.
7. CONTRACTOR SHALL SUBMIT A CONCRETE JOINTING PLAN TO THE CDOT PROJECT MANAGER FOR APPROVAL UPON AWARD OF CONTRACT. CONTRACTOR SHALL REFER TO CDOT STANDARD PLAN M-412-1 FOR PAVEMENT JOINT DETAILS.

Centerline Profile View of WCR 16 CENTERLINE

PROFILE SCALE:
HORIZ. 1"=50'
VERT. 1"=5'



Fort Lupton
EXPLORE MORE YOUR FUTURE WITH US

WELD COUNTY ROAD 16
RECONSTRUCTION
FORT LUPTON, COLORADO
COUNTY ROAD 16
PLAN AND PROFILE

MCNAMARA CIVIL ENGINEERS, INC.

30535

Project: Offic 18-0.18
Date: 08/19/15
Scale: 1"=50'
Designed by:
Drawn by:
Reviewed by:

5 Sheet / 7 Sheets

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NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

Exhibit "A-1"

UNION PACIFIC RAILROAD COMPANY

FORT LUPTON, WELD COUNTY, CO

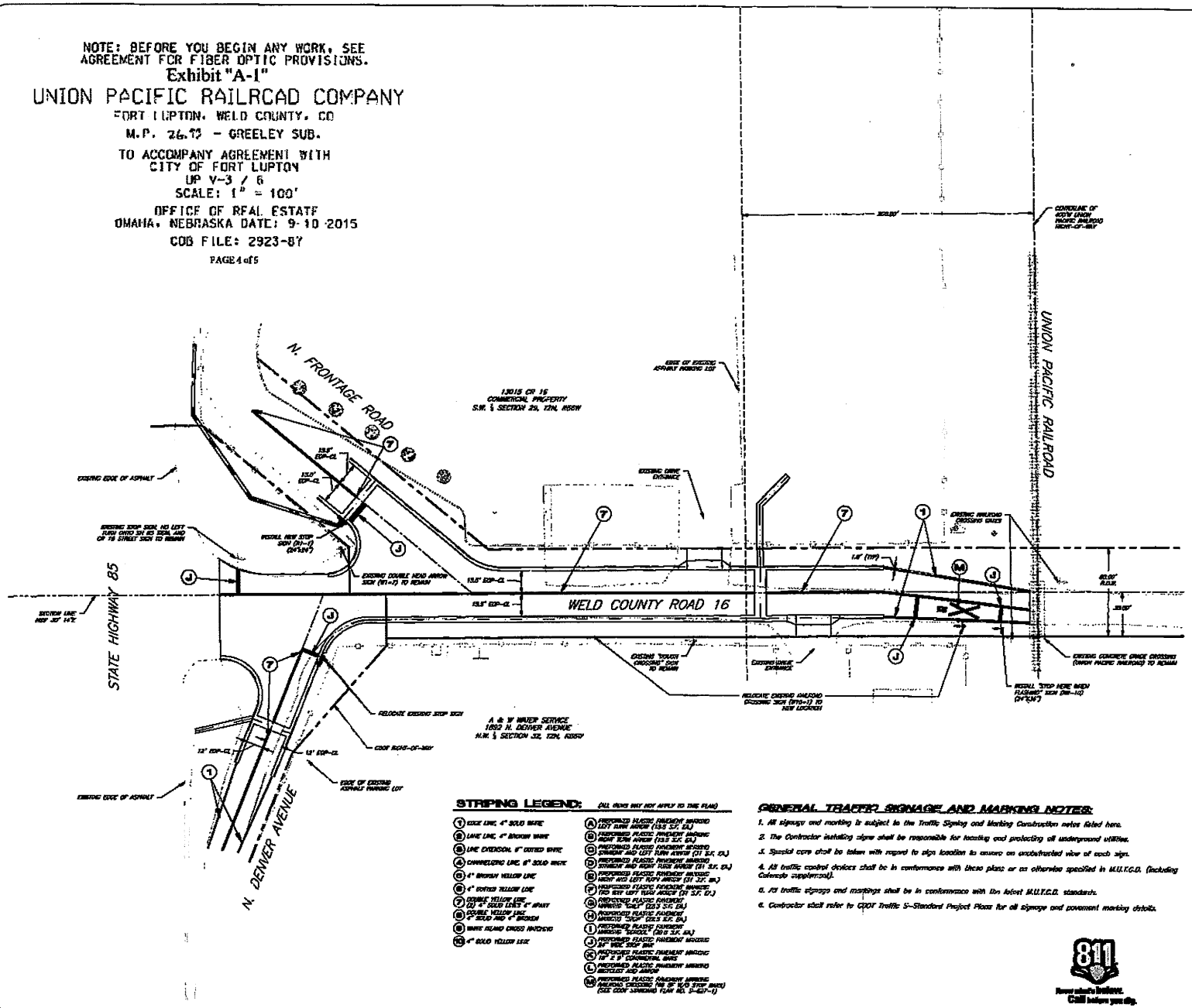
M.P. 26.73 - GREELEY SUB.

TO ACCOMPANY AGREEMENT WITH
CITY OF FORT LUPTON
UP V-3 / 6
SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 9-10-2015

COB FILE: 2923-87

PAGE 4 of 5



STRIPING LEGEND: (ALL ITEMS MAY NOT APPLY TO THIS PLAN)

- (1) EDGE LINE, 4" SOLID WHITE
- (2) LANE LINE, 4" BROKEN WHITE
- (3) LINE EXTENSION, 6" DOTTED WHITE
- (4) CHANNELIZING LINE, 6" SOLID WHITE
- (5) 4" BROKEN YELLOW LINE
- (6) 4" DOUBLE YELLOW LINE
- (7) DOUBLE YELLOW LINE (2) 4" SOLID LINES 4" APART
- (8) DOUBLE YELLOW LINE 4" SOLID AND 4" BROKEN
- (9) WHITE ISLAND CROSS HATCHING
- (10) 4" SOLID YELLOW LINE
- (A) PREFORMED PLASTIC PAVEMENT MARKING LEFT TURN ARROW (153.5 S.F. EA.)
- (B) PREFORMED PLASTIC PAVEMENT MARKING RIGHT TURN ARROW (153.5 S.F. EA.)
- (C) PREFORMED PLASTIC PAVEMENT MARKING STRAIGHT AND LEFT TURN ARROW (31 S.F. EA.)
- (D) PREFORMED PLASTIC PAVEMENT MARKING STRAIGHT AND RIGHT TURN ARROW (31 S.F. EA.)
- (E) PREFORMED PLASTIC PAVEMENT MARKING RIGHT AND LEFT TURN ARROW (31 S.F. EA.)
- (F) PREFORMED PLASTIC PAVEMENT MARKING 180 DEG LEFT TURN ARROW (31 S.F. EA.)
- (G) PREFORMED PLASTIC PAVEMENT MARKING WORDS "ONLY" (153 S.F. EA.)
- (H) PREFORMED PLASTIC PAVEMENT MARKING WORDS "STOP" (153 S.F. EA.)
- (I) PREFORMED PLASTIC PAVEMENT MARKING WORDS "SCHOOL" (30.5 S.F. EA.)
- (J) PREFORMED PLASTIC PAVEMENT MARKING 24" WIDE STOP BAR
- (K) PREFORMED PLASTIC PAVEMENT MARKING 18" X 9" CROSSWALK BARS
- (L) PREFORMED PLASTIC PAVEMENT MARKING BICYCLIST AND ARROW
- (M) PREFORMED PLASTIC PAVEMENT MARKING RAILROAD CROSSING (NO. 8F 10.0 STOP BARS) (SEE CDOT SUPPLEMENT PLAN NO. S-627-1)

GENERAL TRAFFIC SIGNAGE AND MARKING NOTES:

1. All signage and marking is subject to the Traffic Signing and Marking Construction notes listed here.
2. The Contractor installing signs shall be responsible for locating and protecting all underground utilities.
3. Special care shall be taken with regard to sign location to ensure an unobstructed view of each sign.
4. All traffic control devices shall be in conformance with these plans or as otherwise specified in M.U.T.C.D. (including Colorado supplement).
5. All traffic signage and markings shall be in conformance with the latest M.U.T.C.D. standards.
6. Contractor shall refer to CDOT Traffic S-Standard Project Plans for all signage and pavement marking details.

811 Know what's below. Call before you dig.

LEGEND

- 12in PVC W — PROPOSED WATER MAIN
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED TARGET HYDRANT
- PROPOSED WATER SERVICE
- PROPOSED SEWER MAIN
- PROPOSED SEWER SERVICE
- 18in RCP STM — PROPOSED STORM SEWER OR CULVERT
- 18in RCP STM — PROPOSED STORM SEWER W/ INLET
- PROPOSED SWALE
- PROPERTY BOUNDARY
- PROPOSED NON-POTABLE WATER
- EXISTING WATER MAIN
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING SEWER MAIN
- EXISTING POWER POLE
- EXISTING POWER POLE W/ GUY WIRE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND GAS
- EXISTING UNDERGROUND CABLE LINES
- EXISTING POWER LINES
- EXISTING TELEPHONE LINES
- EXISTING TELEPHONE PEDESTAL
- EXISTING STREET LIGHT
- EXISTING POWER VAULT
- EXISTING STORM SEWER
- EXISTING STORM SEWER AND INLET
- EXISTING STREET SIGN
- EXISTING FENCE
- EXISTING MAILBOX

30 0 30 60 90 Feet
(IN FEET)
1 inch = 30 ft.

Fort Lupton

WELD COUNTY ROAD 16
RECONSTRUCTION
FORT LUPTON, COLORADO
COUNTY ROAD 16
SIGNAGE AND STRIPING PLAN

HIGHWAY CIVIL ENGINEERS, INC.

30835

Project: 2013-107-16
Date: 07/11/13
Scale: 1"=30'
Designed By: TDR
Reviewed By: DMV

Sheet 6 / 7 Sheets

Revisions | No. | Date | By | Chkd.

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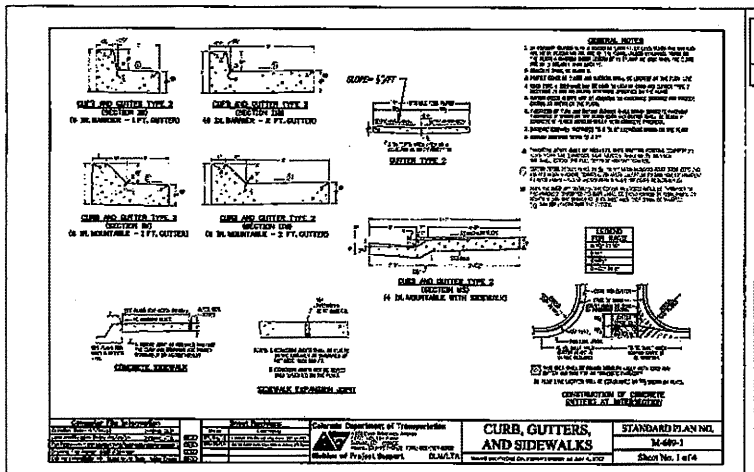

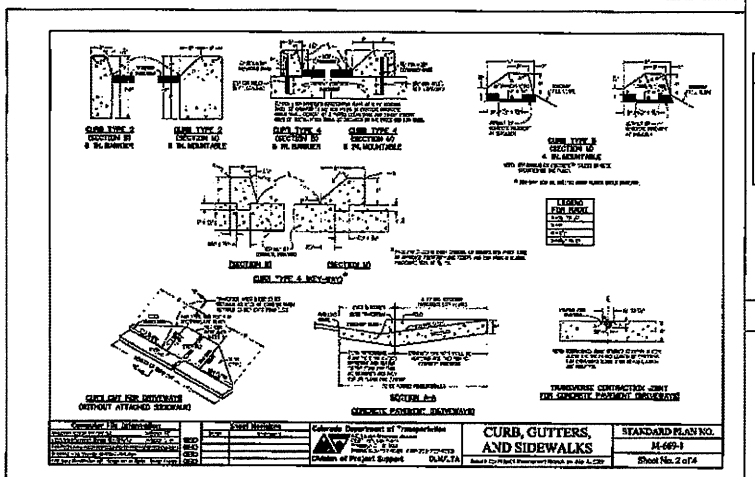

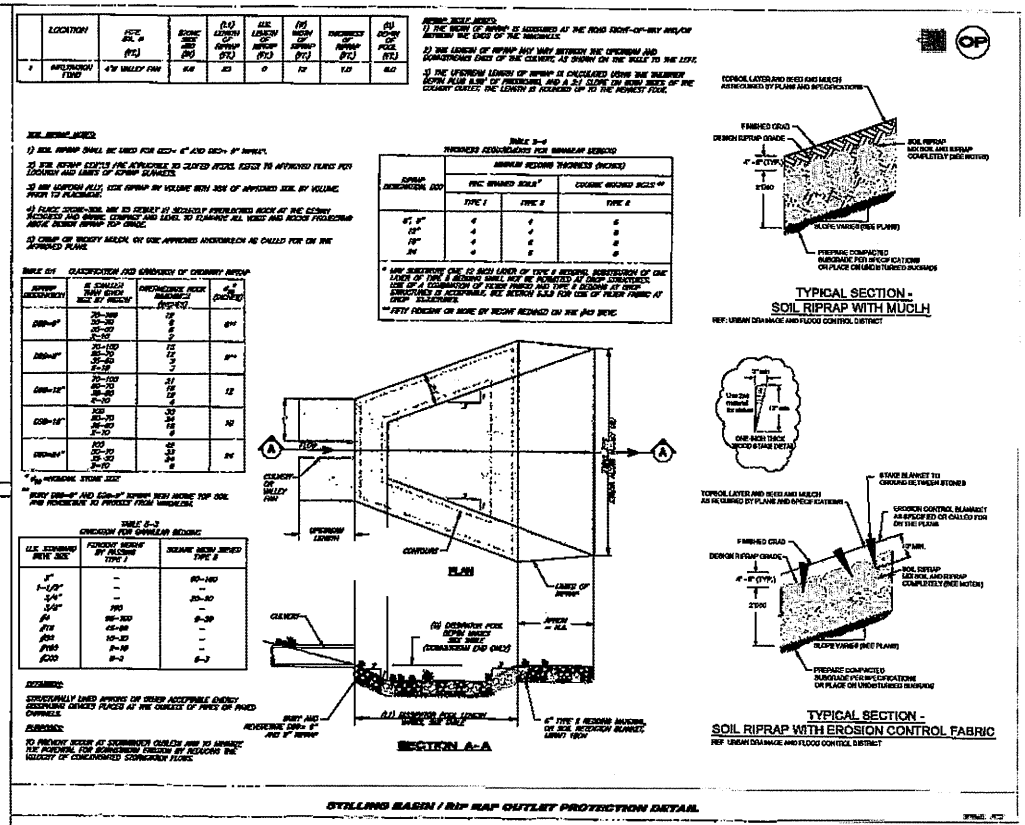

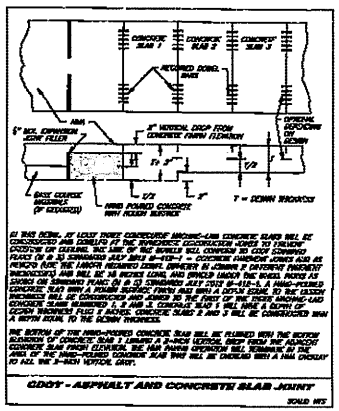

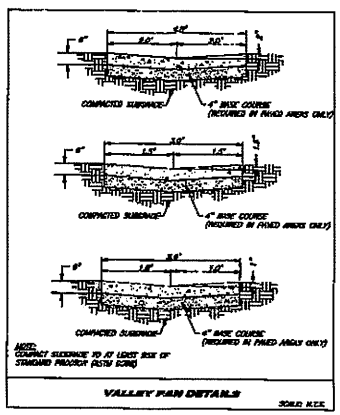

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

Exhibit "A-1"

UNION PACIFIC RAILROAD COMPANY

FORT LUPTON, WELD COUNTY, CO

M.P. 26.75 - GREELEY SUB.

TO ACCOMPANY AGREEMENT WITH
CITY OF FORT LUPTON
UP Y-3 / 6
SCALE: 1" = 100'
OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 9 10 2015
COB FILE: 2923-07

NOTE:

1. CONTRACTOR TO REFER TO CDOT M&S STANDARD PLANS FOR CONSTRUCTION DETAILS, INCLUDING M-208-1 EROSION CONTROL DETAILS

WELD COUNTY ROAD 16 RECONSTRUCTION, FORT LUPTON, COLORADO

GENERAL DETAILS

HIGHMARK CIVIL ENGINEERS, INC.

Sheet 7 of 7 Sheets

EXHIBIT B

TO DRAINAGE FACILITY & WATERWAY AGREEMENT

TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

a) The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

b) The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

a) The Licensee shall submit the design of the Drainage Facility to the Licensor for Licensor's prior approval. All work performed on property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Drainage Facility shall be done to the satisfaction of the Licensor and in substantial conformance to the specifications, notes and cross sections shown on Exhibit A.

b) The Licensee, at its sole expense, shall operate, maintain and use the Drainage Facility in a good and safe condition and shall keep the Drainage Facility free and clear of debris, sediment or obstructive matter which may or could interfere with or impede the proper functioning of the Drainage Facility.

c) The Licensee shall not cross any trackage of Licensor with any vehicles except at existing, open public crossings. The Drainage Facility shall be installed by an approved method of construction, or if by the jacking and boring method, during jacking operations, the Licensee agrees to fill voids created between the embankment and pipe by pressure grouting. The Licensee shall provide adequate barrier protection around the entire excavation area.

d) During the performance of excavating, constructing and maintaining the Drainage Facility, or any part thereof, the Licensee shall not excavate near the toe of the track embankment of the trackbed and will protect the trackbed in the design, construction and maintenance of the Drainage Facility. In the event of any settlement of the Licensor's embankment caused by excavation of the Drainage Facility, the Licensee, at its sole expense, shall restore Licensor's embankment to its proper grade and dimensions.

e) Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Drainage Facility where it passes underneath the roadbed and track or tracks of the Licensor, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Vice President-Engineering Services of the Licensor and then the work shall be done to the satisfaction of the Vice President-Engineering Services or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Drainage Facility, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (I5) days after bills shall have been rendered therefor, all expense incurred by the Licensor in connection therewith, which expense shall include all assignable costs.

Section 3. NOTICE OF COMMENCEMENT OF WORK.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Drainage Facility. All such work shall be prosecuted diligently to completion.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Drainage Facility, including any and all expense which may be incurred by the Licensor in connection therewith for inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF DRAINAGE FACILITY.

a) The license herein granted is subject to the needs and requirements of the Licensor in the operation of its railroad and in the improvement and use of its property, and the Licensee shall, at the sole expense of the Licensee, reinforce or encase the Drainage Facility, or move all or any portion of the Drainage Facility to such new location, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor shall find such action necessary or desirable.

b) All the terms, conditions and stipulations herein expressed with reference to the Drainage Facility on property of the Licensor in the location hereinbefore described shall, so far as the Drainage Facility remains on the property, apply to the Drainage Facility as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

The Drainage Facility and all parts thereof within and outside of the limits of the property of the Licensor shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of

the tracks, property and facilities of the Licensor, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

a) Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, and will commence no work on the right of way until all such protection or relocation has been accomplished.

b) In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Licensee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Licensor's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property. Licensee shall not have or seek recourse against Licensor for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Licensor's property or a customer or user of services of the fiber optic cable on Licensor's property.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

a) The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Drainage Facility, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

b) The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Drainage Facility, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Drainage Facility or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensor authorizes the Licensee to take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Drainage Facility, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

a) As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and (b) damage to or loss or destruction of property whatsoever (including Licensee's property and adjacent property and crops, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

b) To the extent it may lawfully do so, the Licensee agrees to assume the risk of loss or damage to the Drainage Facility and to indemnify and hold harmless the Licensor from any Loss which is due to or arises from (i) the installation, construction, maintenance, repair, reconstruction, removal, use or existence of the Drainage Facility and appurtenances thereto, or any part thereof, including any break in the Drainage Facility wall or structure or any leakage, flow of water or flooding from the Drainage Facility, or (ii) Licensee's failure to comply with or perform any of the terms and conditions set forth in this Agreement, except to the extent that the Loss is caused by the sole and direct negligence of the Licensor; provided, however, that the foregoing indemnification provisions shall not apply to any claims, damages, costs and expenses that have been fully compensated for through the insurance required of Licensee in Exhibit C, or required of Licensee's contractor under the separate Contractor's Right of Entry Agreement.

c) Any liability of either party hereunder to one of its employees under any Workers' Compensation Act or the Federal Employers' Liability Act shall not be questioned or in any way challenged by the other party, nor shall any jury or court findings, resulting from any employee's suit against either party pursuant to any such Act(s), be relied upon or used by either party in any attempt to assert common law liability against the other.

Section 11. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 12. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 13. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section l2 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Form Approved, AVP-Law
Updated 08/2006

EXHIBIT C

Union Pacific Railroad
Insurance Requirements

Licensee shall, at its sole cost and expense, (except for Railroad Protective Liability Insurance required in Paragraph D), procure and maintain in effect during the term of this Agreement the following insurance coverage. Licensee shall procure and maintain, or cause to be procured and maintained by its contractor, at its sole cost and expense, Railroad Protective Liability Insurance coverage described in Paragraph D during any period of construction, maintenance, repair or reconstruction work.

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:
Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:
Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:
Licensee's and/or Licensee's contractor's statutory liability under the workers' compensation laws of the state where the Utility/Facility is located.
Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee, and/or Licensee's contractor, is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing

equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. **Railroad Protective Liability** insurance. Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. A binder stating the policy is in place must be submitted to Licensor before the work may be commenced and until the original policy is forwarded to Licensor.

E. **Umbrella or Excess** insurance. If Licensee, and/or Licensee's contractor, utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensor's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

I. Prior to commencing any work, Licensee, and/or Licensee's contractor, shall furnish Licensor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state in which the Utility is located.

K. The fact that insurance is obtained by Licensee, and/or Licensee's contractor, or by Licensor on behalf of Licensee, and/or Licensee's contractor, will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

September 22, 2015
Folder: 02923-87

To the Contractor:

Before the Railroad Company can permit you to perform work on its right of way for the installation of a storm water detention basin for CITY OF FORT LUPTON Fort Lupton, Colorado, it will be necessary to complete the enclosed Contractor's Right of Entry Agreement as follows:

1. Fill in the complete legal name of the contractor in the space provided on Page 1 of the Contractor's Right of Entry Agreement. If a corporation, give the state of incorporation. If a partnership, give the names of all partners.

2. Fill in the date construction will begin and be completed in Article 6, Paragraph (a).

3. Fill in the name of the contractor in the space provided in the signature block at the end of the Contractor's Right of Entry Agreement. If the contractor is a corporation, the person signing on its behalf must be an elected corporate officer.

4. Return all copies of the Contractor's Right of Entry Agreement, together with your Certificate of Insurance, **identifying Folder No. 02923-87**, as required in Exhibit C, in the attached self-addressed envelope.

5. Check, **with Folder No. 02923-87 written on the front**, made payable to the Union Pacific Railroad Company in the amount of **FIVE HUNDRED DOLLARS ($500.00)**. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's policy regarding Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

After approval of the Contractor's Right of Entry Agreement and the Insurance Certificate, your fully-executed document will be returned to you, with instructions to proceed. In no event should you begin work until you have received a copy of the signed Contractor's Right of Entry Agreement.

Under Exhibit C of the enclosed Contractor's Right of Entry Agreement, you are required to procure Railroad Protective Liability Insurance (RPLI) for the duration of this project. As a service to you, Union Pacific is making this coverage available to you. You are not required to purchase this coverage from the Railroad and are encouraged to shop the market for the best available rate. If you decide, however, that acquiring this coverage from the Railroad is of benefit to you, simply follow the instructions on the enclosed form.

Sincerely,

Sarah Brower
Asst. Manager - Real Estate
(402) 544-2623

PL/WL/DRAINAGE INS.
Form Approved, AVP-Law Updated 03/01/2003

DRAINCRE.DOC 920301
Form Approved, AVP-Law

Folder No. 02923-87

Rev 081906

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20 __, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Railroad") and _____, a _____ corporation ("Contractor"), to be addressed at _____.

RECITALS:

Contractor has been hired by the **CITY OF FORT LUPTON** for the construction of a drainage facility (the "work") with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Mile Post 26.98, Greeley Subdivision/Branch, located at or near Fort Lupton, Weld County, State of Colorado, which work is the subject of a contract dated September 22, 2015 between Railroad and CITY OF FORT LUPTON, as such location is also shown on the print dated September 10, 2015, marked **Exhibit A** attached hereto and hereby made a part hereof.

Railroad is willing to permit Contractor to perform the work described above at the location describe above subject to the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the Railroad and Contractor, as follows:

Article I. DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this Agreement to the Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

Article II. RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article IV.

Article III. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in **Exhibit B, C** and **D**, attached hereto, are hereby made a part of this Agreement.

Article IV. **ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

SETH K. FRAZEE, TRK SUPVR 2	ERRAN J. HOLTZ, MGR SIGNAL MNTCE
891 FIRST ST, LIMON, CO 80828	Transportation Northern Region, Supt-Signal Maintenance
719 688-1598	Cell: (402) 289-7289 - Work: (402) 289-7289
skfrazee@up.com	ejholtz@up.com

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

Article V. **TERM; TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

Article VI. **CERTIFICATE OF INSURANCE.**

A. Before commencing any work, Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in **Exhibit C** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Folder No. 02923-87
Union Pacific Railroad Company
1400 Douglas Street STOP 1690
Omaha, Nebraska 68179-1690

Article VII. **CHOICE OF FORUM.**

Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the States of Nebraska and only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

Article VIII. DISMISSAL OF CONTRACTOR's EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

Article IX. ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad Five Hundred Dollars ($500.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

Article X. CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

Article XI. EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By_____
Manager Contracts

_____
(Name of Contracting Company)

X_____

Title:
Telephone:
Fax:

Form Approved, AVP-Law
07/25/06

EXHIBIT B
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work , even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in

compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against Railroad.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by Contractor as provided in this Agreement, and to indemnify Contractor and Railroad to the same extent as Railroad is indemnified by Contractor under this Agreement.

Form Approved, AVP-Law
08/24/06

EXHIBIT C
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company

Insurance Provisions For
Contractor's Right of Entry Agreement

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from the Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) if required by law.

C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:

Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excel workers compensation coverage must be provided. Coverage must include liability arising out of the U.S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. **Railroad Protective Liability** insurance. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. **Umbrella or Excess insurance**. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance. Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising form the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

Form Approved, AVP-Law
07/25/06

EXHIBIT D
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. Clothing

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

(i) Waist-length shirts with sleeves.
(ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
(iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

(i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
(ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
(iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

100 feet of a locomotive or roadway/work equipment
15 feet of power operated tools
150 feet of jet blowers or pile drivers

150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
(iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

(i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
(ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
(iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

Familiar and comply with Railroad's rules on lockout/tagout of equipment.
Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

(i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
(ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
(iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
(iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
(v) Before stepping over or crossing tracks, look in both directions first.
(vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

CITY OF FORT LUPTON
CITY COUNCIL

CITY OF Fort Lupton EST 1836

COME PAINT YOUR FUTURE WITH US

Tommy Holton, Mayor

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-081

AWARD SURVEY CONTRACT FOR CR 23.5 AND HISTORIC PARKWAY TO ACKLAM , INC., NOT TO EXCEED $10,550.00 FROM 10-420 ENGINEERING BUDGET

I. Agenda Date: Council Meeting – June 6, 2016

II. Attachments:

a. Proposal Acklam, Inc.
b. Proposal American West Land Surveying Co.
c. Email response Lund Partnership

III. Summary Statement:

Surveying proposals were requested from Acklam, American Land Surveying and Lund Partnership to provide survey data collection to support project design and ROW verification for future improvements. The proposal received from Acklam is most competitive and responsive. The total surveying fees is not to exceed $10,550.00 as proposed to come from 10-420 Engineering Budget.

IV. Fiscal Note: _____

_____

Finance Department Use Only

Leann Perino
Finance Director

V. Submitted by:

Public Works 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 two locations have neighboring issues with farming encroachment to the ROW. CR 23.5 improvements will be required to provide a safe and functional travel way for county residents adjacent to annexed areas. The existing dirt road surface is not well drained and poses serious safety concerns during wet weather events. This area is a source of numerous call-in complaints and perpetual maintenance issues.

Historic Parkway is also a perpetual maintenance problem and efforts by Public Works to grade a road side ditch are thwarted by farming operations to the east. The Fort site is also under consideration for utility extensions.

Of the three requests for proposal, two of the consultants could not get to it until September timeframe and Acklam also had the lowest proposed costs.

X. Legal/Political Considerations:

Not applicable.

XI. Alternatives/Options:

Award Contract to Acklam

Do Nothing: These two roads will continue to be a maintenance problem and recurring issues.

Award Contract to usual consultant: Delay until September, reducing potential construction time for in house improvements.

XII. Financial Considerations:

The General Fund 2016 budget for the Engineering Services Department (10-420) contains $30,000 in Contractual Services.

XIII. Staff Recommendation:

Staff recommends awarding surveying services to Acklam, Inc., for maximum not to exceed $10,550.00.

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS Agreement is entered into by and between the City of Fort Lupton, Colorado (hereinafter "City") and Acklam, Inc. **(hereinafter "CONTRACTOR").**

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

1. **SCOPE OF WORK.** Contractor will furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated in and for a permanent part of the completed work. Contractor shall provide and perform all necessary labor in a first class and workmanlike manner and in accordance with the conditions and prices stated in the bid proposal and the requirements, stipulations, provisions and conditions of the contract documents. Contractor shall perform, execute, construct and complete all things mentioned to be done by the Contractor and all work included in the scope of work and bid specifications set forth and incorporated herein as **Exhibit A**.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth in the Contractor's Bid proposal set forth as **Exhibit B**. In the event of any conflict between any of these documents, the Exhibit Proposals shall control.

3. **TIME OF COMPLETION.** The Contractor agrees to commence work upon execution of this Agreement and to complete all work by no later than July 1, 2016.

4. **CONTRACT SUM.** The City shall pay to the Contractor for performance and completion of the work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of $ 10,550.00 , subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon inspection and acceptance of the work by the City, in its sole discretion, including completion by the Contractor of any punch-list items as determined by the City and execution of any releases by Contractor deemed necessary by the City.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Contractor in writing, that lawful appropriations to cover the costs of this additional work has been made.

6. **AMENDMENT/NO ASSIGNMENT.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

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

8. **SEVERABILITY.** In the event any portion of this Agreement is held to be

unenforceable, the unenforceable portion of this Agreement will be deleted and the remaining provisions of the Agreement shall continue in full force and effect.

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

EXECUTED THIS 26TH DAY OF, MAY, 2016

FORT LUPTON, COLORADO

BY: CURT ACKLAM

TITLE: PRESIDENT

CONTRACTOR: _____

BY:

TITLE: PRESIDENT

ATTACHMENT 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF FORT LUPTON, COLORADO

CAPITAL IMPROVEMENT PROGRAM

CR 23.5 / HISTORIC PARKWAY

1) Topographic Surveys

a. Establish base line (with references) along existing roadway. Set monuments on proposed centerline at 400 foot intervals and, if necessary, at intervisible points between, with a minimum of 2 monuments per site. Survey control shall be established on the State Plane Coordinate System.

b. Locate all structures, streets, driveways, storm drains, trees larger than 6 inches in diameter, and other features within 75 feet of centerline, including intersecting streets for the lengths designated for inclusion in the project, plus additional structures on parcels from which acquisition will be made.

c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).

d. Set temporary bench marks at approximately 500 foot intervals.

e. All surveys shall be performed to a minimum of third order accuracy.

2) Right-of-Way Surveys

a. CITY will provide ownership information for properties along project route including copies of recorded plats, legal descriptions for unplatted tracts and easements and right of way information.

b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.

c. Reference existing monuments for replacement after construction.

d. Stake proposed right-of-way and easements at intervals which will provide intervisible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at intervisible points.

e. As necessary, provide a property record search

3) Utility Surveys and Coordination

   a. Request location and size of existing overhead and underground utilities from the utility companies.
   b. Field locate known, marked and/or observable utilities within the project area.
   c. Using utility field survey data, show existing utilities on plans.

   Project Deliverables

   a. Two copies of the Existing Conditions Plan.
   b. Electronic files: AutoCad files.

May 17, 2016

Mr. Roy L. Vestal, P.E.
Public Works Director / City Engineer
City of Fort Lupton
130 S. McKinley
Fort Lupton, CO 80621

RE: Survey RFP – CR 23.5 / Historic Parkway

Mr. Vestal,

Acklam, Inc. appreciates the opportunity to provide the professional land surveying services for the above referenced Survey RFP. Established in 2010, Acklam, Inc. is based locally in Brighton, Colorado, providing Professional Land Surveying and Mapping services throughout Colorado and 7 other states in the Rocky Mountain region.

Collectively, Acklam's Professional staff have over 70 years of progressive, responsible and professional experience, providing boundary, civil survey, mapping and design related land surveying services.

Thank you for the invitation to submit this proposal, we look forward to the opportunity of working with you, your team and the City of Fort Lupton.

Respectfully,

Curt Acklam, President

SCOPE OF SERVICES

RIGHT-OF-WAY SURVEYS

The City of Fort Lupton (CITY) will provide ownership information for properties along project route including copies of recorded plats, legal descriptions for unplatted tracts and easements and right-of-way information.

Acklam, Inc. (Acklam) will perform field surveys of the controlling aliquot monuments and existing monumentation to facilitate establishing boundary/ownership lines and right-of-way boundaries.

Acklam will review and process the deed, plat, easement and right-of-way information provided by the CITY, and using this information and existing monumentation, will establish the right-of-way for the project areas of County Road 23.5 and Historic Parkway as shown on **Appendix B**.

Acklam will prepare one (1) Land Survey Plat for each project site to be deposited after completion of the project depicting the monuments found and set as required during the project. This task will also reference the existing monuments and will facilitate replacing them, if needed, after construction.

Acklam will stake the existing Right-of-Way at intervals which will provide intervisible points for appraisal and acquisition purposes.

TOPOGRAPHIC SURVEY

Acklam will establish the centerline of the Right-of-Way, which will also be the baseline, and will monument the centerline at 400 foot intervals and, if necessary, at intervisible points between, with a minimum of 2 monuments per site. Survey Control will be referenced to the State Plane Coordinate System, Colorado North Zone.

Acklam will locate all structures, streets, driveways, storm drains, trees larger than 6 inches in diameter, and other features within 75 feet of the centerline of the Right-of-Way.

Acklam will survey drainage channels within 75' of the centerline of the Right-of-Way. Said surveys will include flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).

Acklam will set temporary benchmarks at approximately 500 foot intervals.

Topographic information will be collected at regular intervals and in a manner sufficient to meet a minimum of third order accuracy and to support the creation of 1-foot contour interval mapping.

UTILITY LOCATION AND RESEARCH SERVICES

Utilizing a subcontractor, Acklam will initiate the marking of existing utilities and utility services within the limits of the project. Acklam will locate all marked utilities and incorporate this information on the boundary and topographic survey.

Subcontractor will also obtain utility research information. Acklam will incorporate this information on the boundary and topographic survey and provide copies of said research to the City of Fort Lupton.

Where accessible, gravity based utilities, such as sanitary and storm sewer lines within the project limits, Acklam will obtain measured inverts at accessible manholes, catch basins/inlets and utility vaults as well as pipe composition and size as can be determined by visual inspection, for the determination of the 3D location of said existing gravity based utilities and vaults. Additionally, Acklam will obtain locations and inverts of the next gravity based utility beyond the limits of the survey area. Acklam will incorporate this information on the boundary and topographic survey.

For domestic waterlines, measure downs from the rim of the water valve cover to the top of nut will also be obtained. Acklam will incorporate this information on the boundary and topographic survey.

APPROACH TO SCOPE OF WORK

Acklam, Inc. understands the importance of sustaining the integrity of the City of Fort Lupton's interests in their real property by way of our commitment to quality as well as adherence to all rules governing the practice of professional land surveying as promulgated by the applicable provisions of the Colorado Revised Statutes (CRS) and the Colorado State Board of Registration for Professional Engineers and Professional Land Surveyors. This dedication is of the utmost importance to our work. All survey work, both field work and office calculation/plat preparation, will be performed by, or under the direction of our Colorado Professional Land Surveyors, Mark A. Hall or Douglas W. Chinn.

Acklam, Inc. continuously reviews, improves and refines our processes to best suit a given task by considering and implementing only value added procedures. Our combined experience and business acumen demonstrates our understanding of what our customers want, need and value, this also supports our flexibility to adapt and overcome changes in customer needs and directives.

PROJECT DELIVERABLES FOR LAND SURVEYING SERVICES.

- Two (2) copies of the Existing Conditions Plan in Adobe™ PDF format.
- CAD file of survey points with all elements of the boundary and topographic survey.
- ASCII points list including point number, x, y, and z values, point descriptor and attributes.
- A copy of the Acklam point descriptor list (if used).
- Copies of all utility maps obtained by Acklam's Utility Locate subcontractor.
- Copies of all research information obtained during the course of the project.

ADDITIONAL SERVICES

In addition to the services outlined above, Acklam will provide additional services as requested by the City of Fort Lupton based upon the attached rate schedule (**Appendix A**). If requested, a scope of work and estimated fee will be provided in writing prior to Acklam proceeding with any additional services. These additional services include but are not limited to the following:

i) Participation in project meetings.

ii) Work to replace missing PLSS Corners per state statutes.

iii) PLSS Corner record point record preparation is not included and will be considered extra work billed at the agreed rates.

iv) Title/Deed Research or procuring title research services.

v) Surveying to confirm and determine the extent of and to assist the City of Fort Lupton in resolution of any boundary conflict or discrepancy found during the survey.

vi) Obtaining affidavits from subject tract owners, adjoining owners, or past owners for information critical to determining the boundary location.

vii) Surveying to support engineering design beyond the tasks outlined herein.

viii) Replacement of existing monumentation which is disturbed during construction or the duration of the project.

ix) GIS/Data Management services.

ESTIMATED FEE

Acklam, Inc. (Acklam) will provide the surveying services outlined herein for the estimated fee:

- Professional Land Surveying Services.....$10,550.00

APPENDIX A - FEE SCHEDULE:

EFFECTIVE DATE: January 1, 2016

SERVICE (CODE)	RATE (per Hour)
Travel (TV) (Includes meetings and preparation)	$70.00
Draftsman (DM) Drafting, research, calculations	$80.00
1 Man Crew (SV1) (Includes all survey equipment and vehicle use while in the field)	$120.00
2 Person Crew (SV2) *1 Person Crew* *Instrument Person* (Includes all survey equipment and vehicle use while in the field)	$152.00 *$120.00* *$32.00*
3 Person Crew (SV3) *1 Person Crew* *Instrument Person* *Rodman* (Includes all survey equipment and vehicle use while in the field)	$174.00 *$120.00* *$32.00* *$22.00*
Survey Coordinator (CRD) Crew Supervision, scheduling and QA/QC	$115.00
Licensed Professional (LS) Professional review, consulting	$145.00
Project Manager (PM) Project Management, Project communication	$125.00
GIS Analyst	$70.00
Administration (AD) Labor, clerical, support	$50.00
Materials;	
Markers per location	$2.00 Ea.
T-posts	$10.00 Ea.
Surveyor caps; large	$10.00 Ea.
Surveyor caps; small	$4.00 Ea.
No. 4, 5 & 6 Rebar	$5.00 Ea.
Other materials	Cost + 10%
ATV/UTV/Snowmobile	$80 per day
Reimbursables;	
Subcontractor	Cost + 10%

Taxes:

Work done in Texas will include sales tax on each invoice.

Per Diem:

Per Diem rates will be based on current rate as established by the U.S. General Services Administration for the area work is being performed.

APPENDIX B

Two areas for survey

CR 23.5 – From CR 14.5 north to where the road curves to the west
Need ROW verified / staked
Topo / drainage structures / Existing Utilities

Historic Parkway – CR 14.5 north (include Factory Circle from south to locate and shoot inverts at SS manhole
Need ROW verified / staked
Topo / drainage structures / water valves / Existing Utilities

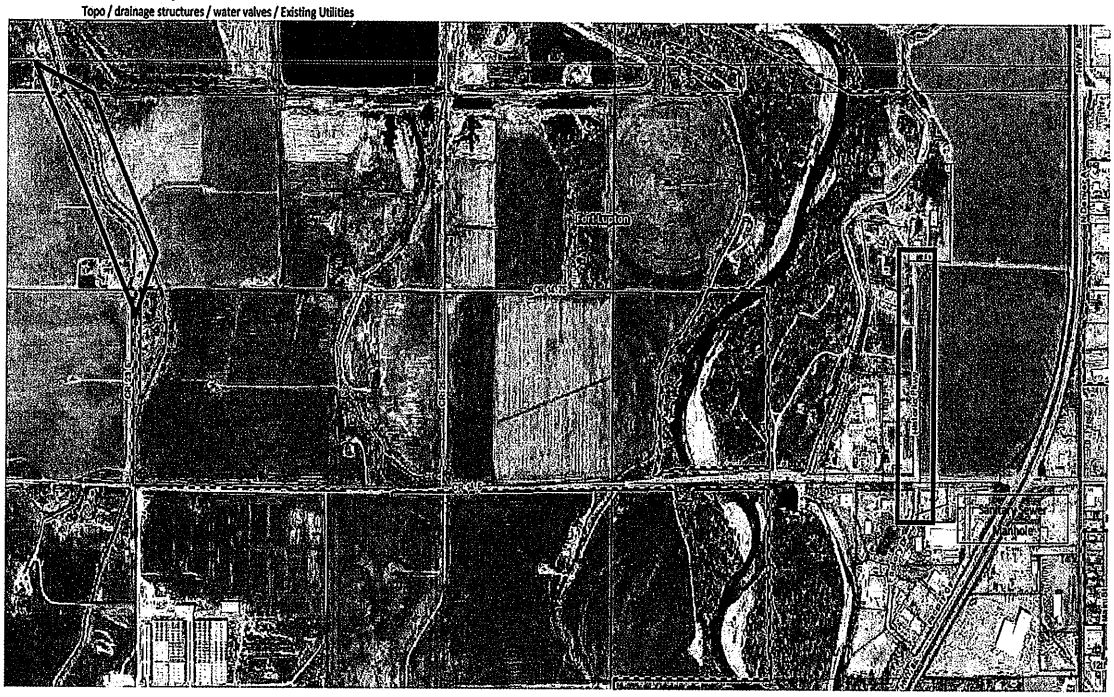

Exhibit B

STATEMENT OF QUALIFICATIONS:

Opened in May of 2010, Acklam, Inc. has a proven track record for providing professional land surveying services. As evidenced in the following sections (company information and company and personnel qualifications). Additionally, please see **Appendix A** for representative deliverable examples.

Contact Information:	Acklam, Inc. 195 Telluride Street, Suite 7 Brighton, SO 80601 303.659.6267 Curt Acklam, President
Established:	May 2010
Business Rating:	Dun & Bradstreet Score: 603/96th percentile (DUNS: 07-879-7915)
Business Status:	Acklam, Inc. does not have plans to sell or merge with another company.

Services and qualifications:

Collectively, Acklam's Professional Staff have over 70 years of responsible professional experience, providing management, civil survey, mapping and design related services. Acklam and its personnel's experience is based in the civil survey / mapping and design of oil and gas pipelines, related surface facilities, well pad development, gathering systems, power transmission / renewable energy facilities, and residential/commercial site development.

Acklam's office is located in Brighton, Colorado making us convenient and serviceable Front Range location. The firm consists of Curt Acklam, Owner and Principal, three Professional Land Surveyors, Project Managers, GIS Specialists, AutoCAD drafters, Field Survey Coordinators/Supervisors, Survey Technicians and Field Survey Personnel. Acklam screens, qualifies, hires, trains, and maintains the field crews as both full time employees of Acklam, with benefits as well as contract personnel to support our projects.

Acklam is committed to fulfill our client's expectations, complete all survey activities in a safe and expedient manner, creating a strong team environment with all project stake holders and deliver quality survey, mapping and GIS deliverables.

Acklam's Specific Qualifications

Land Division and Subdivisions: Acklam surveys for the preparation of maps and plats for the division or subdivision of land into lots/outlots, blocks, road rights of way and associated easements and setbacks.

ALTA/ACSM Land Title Surveys: Acklam personnel have broad expertise in performing Land Title Surveys, specifically when performed under the requirements as set forth by the American Land Title Association (ALTA), The American Congress on Survey and Mapping (ACSM) and the National Society of Professional Surveyors (NSPS).

Topographic and Existing Condition Surveys: Acklam will complete topographic and existing conditions surveys to meet or exceed a client's requirements in support of engineering for single-family residential, multi-family residential, commercial and industrial site design.

GIS and Mapping Services: Acklam has personnel dedicated to the acquisition, manipulation, preparation and management of spatially oriented 2-D and 3-D Geographic Information. This geographic information can be utilized in a variety of ways to deliver pertinent information visually by overlaying data which can be viewed, analyzed and interpreted into an integrated asset management solution. Acklam has the ability to work with data in a multitude of formats including (though not limited to): shapefile, GDB, CAD, ASCII, MDB, Raster imagery and MapInfo TAB files, and have experience with Datum, Projection conversions and Local Mine Grids.

Base Map Generation: Acklam has the resources and ability to be involved in any part of the reconnaissance, preliminary design, or construction surveys, and upload, merge or manage applicable data sources into an AutoCAD or GIS system.

Title Research: Acklam personnel are well versed in obtaining record information from local county Assessor and Clerk offices as needed to determine current ownership as well as easements that either cross or parallel routing projects or encumber parcels of land within a surveying project.

Property Exhibits for linear projects: Acklam has extensive experience developing property exhibits, both certified by a Professional Land Surveyor and also non-certified mapping or negotiation grade. Our processes and procedures allow Acklam personnel to generate exhibits quickly and accurately to meet the demands of our clients and maintain project schedules. Additionally, if needed, Acklam produces written descriptions (sometimes referred to as "legal descriptions") that will accompany the certified property exhibits.

Preliminary Route Surveys: Acklam is proficient in collecting and managing the data associated with the route planning process, engineering design requirements, land and easement acquisition essentials and permitting necessities in support of linear projects. Acklam utilizes conventional ground based surveys or LiDAR imagery to collect geographically referenced data that can be imported directly into AutoCAD or GIS systems. Generation of alignment sheets and construction drawings as an end product of the preliminary route survey efforts. This information is also available to be used for permit and crossing drawings. Acklam understands the need for efficient process and procedures in order to systematically survey, engineer, permit, acquire, construct and maintain linear infrastructure such as pipelines, gathering systems and utilities.

Construction Staking and As-Built Surveys: Acklam personnel performs the construction staking as needed for a client's construction contractor to prepare the pipeline right of way for the installation of single or multiple pipelines. Acklam will also support the project by reacting to unforeseen needs and or re-staking the pipeline centerline(s) as necessary to prevent problems or down-time. Acklam is also skilled in the collection of all pipeline related installations and or fixtures constructed during this phase of the project. Acklam's collection of the as-built data is an important part of the client's own pipeline database which can be delivered in a variety of formats as needed to support the record location of the pipeline, unit tracking for pay items to the contractor, operations and maintenance records, anomaly locations and integrity management. Acklam understands the importance of the accuracy of all record information and performs regular office and field checks which are incorporated for additional quality control during construction and record survey process.

Remediation Surveys: Above Ground Marker (AGM) surveys, pig tracking and anomaly dig staking are an integral part of our integrity management experience. Using state of the art technology as well as utilizing our previous experience and expertise allows our crews to be able to service any of these projects to the client's requirements and specifications.

Well Pad Packages: Acklam will coordinate directly with clients and survey proposed drilling sites (well pads) to identify where the well pad will be placed, ascertain how much land is being utilized, establish the site grading and determine cut/fill requirements of said land needed during construction, locate potential ties to power or water and suggest the routing to connect to such, and suggest the location of access roads to be developed. This

information is then compiled into a single package as required by the state and or county in which the drilling is to occur. Quality, defined well packages are essential throughout the exploration and upstream development of a drilling program.

Route Planning: Acklam personnel have extensive experience in determining preliminary routing for design and construction of both gathering systems and oil & gas product transport pipelines. Utilizing available satellite and aerial imagery, and by taking into account constructability, environmental, socio-economic issues, right of way negotiations and land owner requests, we work with the project stakeholders to determine the best fit corridor that optimizes construction budgets. The data collection and researching existing record information allows for a more accurate, flexible and defendable design that can be imported into a GIS or AutoCAD system for desk top reroutes or deviations. Acklam is capable of preparing drawings or exhibits needed for display purposes.

Timelines

Acklam has an established history of project timeliness, performing quality work and meeting project budgets and schedules. Acklam encourages contact with its established client base and references to verify that Acklam staff members have always maintained a professional commitment to project timeliness including prompt return of calls, fully completing all contractual obligations, adhering to established schedules and providing continued assistance, even after final payments are made.

Meeting Project Expectations

Acklam staff members maintain the philosophy that quality work in the office and field is of greater benefit to the Client than quantity of resources, which in turn leads to projects which complement the client's expectations and budget. This philosophy works on the basis that clear, understandable, detailed plans and specifications must be prepared. It is Acklam's conviction, that every project and client receives the highest degree of professional attention.

Safety

Acklam is an ISNetworld member contractor. We routinely achieve the highest ISN Grades due to our high quality Safety Program and a safety record among the best in the industry. Our OSHA and EPA compliance is pristine with no regulatory citations.

Acklam's customer service philosophy:

Providing knowledgeable staff and dependable, prompt service from the start of the job all the way to the finish.

Representative Project Experience:

Brighton Center Subdivision Replat and Planned Unit Development amendment: (2012-2014)
Product Control Services, Inc., Dean Chambers, 720-407-3550; no fax; dean.chambers@pcslift.com
Brighton Center Subdivision Replat; Provided professional land survey required for the preparation of a Replat of Lots 6 and 7 of Brighton Center Subdivision.

Village Square Shopping Center – Planned Unit Development; Provided professional land survey required for the Amended Planned Unit Development in conjunction with the Replat of Lots 6 and 7 of Brighton Center Subdivision. Total value of project $8000. This project is closed.

Clinica Family Health: (2015-2016)

Clinica Family Health, Susan Wortman, 303-665-3036 x1640; no fax; swortman@clinica.org
Topographic and Existing Condition Survey for Civil Design, prepared digital CAD deliverables of topographic survey and mapping of existing features. Prepared also an ALTA/ACSM Land Title Survey for one commercial lot that is part of this development. Total value of phase 1: $6030.00. This project is closed.

Beet Farms Subdivision: (2015)

PCS Ferguson, Jason Thompson, 720-407-3550; no fax; Jason.thompson@doverals.com
Provided professional land survey required for the preparation of the Beet Farms Subdivision in Hudson, Colorado. Total value of project $5,748.00. This project is closed.

Key personnel, resumes attached:

Mark A. Hall, PLS
Directory of Surveying

Douglas W. Chinn, RPLS, PLS
Sr. Project Manager, and Primary Project Manager

Robert T. Loane, III, PLS BSGE
Project Surveyor

Subcontractor Information:

Acklam, Inc. understands the requested statement of work is to include the need to provide services for the location of underground utilities beyond that as evidenced by above ground indications. To that, Acklam, Inc. has a great working relationship with Underground Consulting Solutions (USC) in Littleton. If required or otherwise requested, Acklam, Inc. will utilize Underground Consulting Solutions services.

Contact Information:	Underground Consulting Solutions. 2701 West Oxford Ave., Suite 6 Englewood, CO 80110 303.904.7422 Kelly Goff, President
Established:	2002

Mark A. Hall, PLS
Director of Surveying

Mark Hall has more than 25 years of pipeline and construction surveying experience. He has supervised all aspects of route surveying including initial route mapping, route selection, land owner contact, monumented land surveys, field routing and realignment, construction staking, right of way easement descriptions and plats, as built mapping, and survey control processing. In his role as a professional land surveyor he planned, executed, and supervised the preparation of ALTA/ACSM Land Title Surveys, monumented land surveys, ILC's, recorded exemption plats and minor & major subdivision plats.

Project Experience

PETROLEUM FIELD SERVICES, LLC., (2011-2013)
Professional Land Surveyor/Survey Manager/ Project Manager, for both Midstream pipeline projects as well as Upstream projects for exploration and production clients. *Denver Survey Manager*, responsible for the day-to-day operations and scheduling of 6 field crews and 3 office technicians.

KINDER MORLHN CO2- TEXAS, USA (2009-2010)
Project Surveyor for the Eastern Shelf CO2 Pipeline, 100 miles. Certified plats for acquisition of pipeline easements crossing 200+ parcels. Responsible for processing CGP and conventional survey data and generating line work for the Mapping and GIS department.

SUNCOR ENERGY (USA) - COLORADO AND WYOMING, USA (2006-2010)
Project Surveyor Rocky Mountain Crude System Expansion Pipeline, 102 miles. Responsible for all office survey work, processing GPS and conventional survey data, generating line work for the Mapping and GIS department from the initial routing, preliminary engineering phases. Generated legal descriptions, exhibits and certified plats for acquisition of pipeline easements crossing 400+ parcels.

TRISTATE GENERATION AND TRANSMISSION ASSOCIATION, INC., (2003-2006)
Project Surveyor Colorado-New Mexico Intertie Project. This 115-mile electric transmission line project runs from Walsenburg, CO southeasterly to Farley, NM. Responsible for Mapping, Exhibits for acquisition, Plan & R.O.W map preparation and construction staking and as built.

TRISTATE GENERATION AND TRANSMISSION ASSOCIATION, INC., (2008-2009)
Project Surveyor Alamogordo to Hollywood Intertie Project. This 65-mile electric transmission line project runs from Alamogordo, NM northwesterly to the Mescalero Indian Reservation, Mescalero, NM. Responsible for Mapping, Exhibits for acquisition, Plan & R.O.W map preparation and construction staking and as built.

PACIFIC GAS AND ELECTRIC COMPANY – STOCKTON CALIFORNIA, USA (2002-2003)
Project Surveyor, Line 57c, 7 miles of 24" Gas Transmission Pipeline. Responsible for all office survey work, performed field work, processed GPS and conventional survey data, generating line work for the Mapping/GIS Department from the initial routing, preliminary engineering survey phases. He planned workload scheduling and logistics to generate legal descriptions, exhibits, certified plats for acquisition and construction alignment sheets.

Mark A. Hall, PLS
Director of Surveying continued

EAGLE RIVER FLOODPLAIN MAPPING – NOLTE (1998)
Project Surveyor, This 40+ mile project runs from Vail, CO to Dotsero, CO.

EAST-WEST PARTNERS- RIVERFRONT DEVELOPMENT PROJECTS, DENVER COLORADO (2003-2005)
Project Manager, responsible for all office and field activities, field crew coordination, parcel and right of way research and easement preparation, completion of engineering design maps, subdivision planning and plat development, showing parcel/easement/setback information, construction activities for utility infrastructure, road layouts and building placement.

GEOSURV (1997)
Project Surveyor, Liquids Pipeline. 40+ miles from Cheyenne Wells, CO to Burlington, CO.

CONTRACT SURVEYORS LIMITED (1994)
Party Chief, Rocky Mountain Arsenal Survey Control and mapping Project- Commerce City, CO.

Professional Registrations: Professional Land Surveyor, Colorado No. 36073, 2001

Douglas Chinn, RPLS, PLS
Senior Project Manager

Douglas Chinn has more than 25 years of professional land, pipeline and construction surveying experience including major pipelines, electric transmission lines, boundaries, topography, subdivisions and a wide variety of infrastructure projects. Mr. Chinn is experienced in federal, municipal, industrial, commercial and residential projects, including highways, bridges, and many areas of land development and pipelines. Project management includes supervising, crew scheduling, quality control, quality assurance. His extensive surveying and engineering based software background includes AutoCAD, TGO, and Carlson. He is trained using Trimble/Ashtek, Static and RTK GPS equipment; static and rapid-static GPS (network adjustments). He routinely provides design and record surveys for road, bridge and utility projects and provides digital terrain models and alignments, boundary analysis and determination, documentation and products for land and easement/parcel acquisition.

Project Experience

CITY OF AUSTIN, TEXAS – BARTON SPRINGS ROAD WIDENING PROJECT (1993)
Project Surveyor, responsible for field crew coordination, parcel and right of way research and easement preparation, completion of engineering design map showing parcel/easement/setback information, and existing condition survey information.

MISCELLANEOUS SINGLE FAMILY, MULTI-FAMILY AND COMMERCIAL DEVELOPMENT PROJECTS IN CENTRAL TEXAS (1994-2001)
Project Surveyor, responsible for field crew coordination, parcel and right of way research and easement preparation, completion of engineering design maps, subdivision planning and plat development, showing parcel/easement/setback information, construction activities for utility infrastructure, road layouts and building placement.

MISCELLANEOUS VACATION RESORT DEVELOPMENT PROJECT IN WINTER PARK/GRAND COUNTY (2001-2004)
Project Surveyor, responsible for field crew coordination, parcel and right of way research and easement preparation, completion of engineering design maps, subdivision planning and plat development, showing parcel/easement/setback information, construction activities for utility infrastructure, road layouts and building placement.

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT UDFCD (2001-2004)
Project Surveyor responsible for field crew coordination, topographic mapping, aerial mapping quality control surveys, Platte River bank/bottom monitoring, survey control, parcel and right-of-way research, easement preparation and independent aerial mapping quality checks. Completed engineering design maps showing parcel/easement/setback information and existing condition survey information.

KINDER MORLHN – COLORADO, WYOMING, NEBRASKA, KANSAS, MISSOURI, ILLINOIS, INDIANA, AND OHIO, USA (2004-2009)
Senior Project Surveyor, Rockies Express Pipeline 1,800-miles. Responsible for all office survey work, including survey estimates, manpower loading, processing GPS and conventional survey data, generating line work for the Mapping/GIS Department from the initial routing, preliminary engineering, construction and in-ditch record survey phases. He coordinated directly with field survey coordinators, planned workload scheduling and logistics

to generate legal descriptions, exhibits, and certified plats for acquisition, supported the pre-construction staking and construction support activities.

Douglas Chinn, RPLS, PLS
Senior Project Manager continued

TRISTATE GENERATION AND TRANSMISSION ASSOCIATION, INC., (2004-2010)
Sr. Project Surveyor on the Colorado New Mexico Intertie project (115 miles), the Alamogordo to Tularosa Transmission Line project (60 miles) and the Springer – York Canyon Easement re-acquisition project (15 miles). Responsible for Mapping, Exhibits for acquisition, Plan & R.O.W. Map preparation, and construction staking, and as built.

KINDER MORLHN – TEXAS, NEW MEXICO, ARIZONA, USA (2005-2006)
Senior Project Surveyor, East Line Expansion and El Paso Expansion Pipeline 230-miles. Responsible for all office survey work, processing GPS and conventional survey data, generating line work for the clients Mapping/GIS subcontractor from the initial routing and construction and in-ditch record survey phases. He coordinated directly with field survey coordinators, planned workload scheduling and logistics to generate highway crossing exhibits, supported the pre-construction staking and construction support activities.

SUNCOR ENERGY (USA) – COLORADO AND WYOMING, USA (2006-2014)
Senior Project Surveyor/Survey Department Manager, Rocky Mountain Crude System Expansion Pipeline, 110-miles. Responsible for all office survey work, including survey estimates, manpower loading, processing GPS and conventional survey data, generating line work for the Mapping/GIS Department from the initial routing, preliminary engineering phases. Directed all field survey coordinators, planned workload scheduling and logistics for the generation of all legal descriptions, exhibits, and certified plats for acquisition, supported the pre-construction staking and construction support activities.

TEPPCO/ENTERPRISE – PINEDALE, WYOMING, USA (2006-2008)
Sr. Project Surveyor, Jonah Gas Gathering Expansion, 90 miles of 24", 30" and 36" pipelines from Jonah Field near Pinedale, Wyoming to Opal, Wyoming, including several facility redesigns and connections. Responsible for all office survey work, including survey estimates, manpower loading, processing GPS survey data, generating line work for the Mapping/GIS Department from the initial routing, preliminary engineering, construction and in-ditch record survey phases. He coordinated directly with field survey coordinators, planned workload scheduling and logistics to generate legal descriptions, exhibits, and certified plats for acquisition.

PACIFIC GAS AND ELECTRIC COMPANY – SACRAMENTO CALIFORNIA, USA (2007-2008)
Senior Project Surveyor, Line 108, 10 miles of 24" Gas Transmission Pipeline. Responsible for all office survey work, including survey estimates, manpower loading, processing GPS and conventional survey data, generating line work for the Mapping/GIS Department from the initial routing, preliminary engineering survey phases. He coordinated directly with field survey coordinators, planned workload scheduling and logistics to generate legal descriptions, exhibits, certified plats for acquisition and construction alignment sheets.

CHEVRON – SAN ARDO/COALINGA CALIFORNIA, USA (2007-2008)
Senior Project Surveyor, San Ardo to Coalinga, 35 miles of 12" Hot Oil Pipeline. Responsible for all coordinating office survey work, including managing survey subcontractor, survey estimates, manpower loading, reviewing line work for the Mapping/GIS Department from the initial routing, preliminary engineering survey phases.

He coordinated directly with field survey coordinators, planned workload scheduling and logistics to generate legal descriptions, exhibits, certified plats for acquisition and construction alignment sheets.

ULTRA PETROLEUM – PINEDALE WYOMING, USA (2008-2010)
Sr. Project Surveyor, Liquid Gathering System, 120 Miles of 2" to 6" gathering pipelines in the Jonah Field near Pinedale, Wyoming to Opal, Wyoming, including the new liquid gathering system (LGS) collects a stream of combined water and condensate from the existing well pads and transport the stream via new pipelines to the Central Gathering Facilities CGF of which there were 4. Responsible for all office survey work, including survey estimates, manpower loading, processing GPS survey data, generating line work for the Mapping/GIS Department from the initial routing, preliminary engineering, construction and in-ditch record survey phases. He coordinated directly with field survey coordinators, planned workload scheduling and logistics to generate, exhibits for acquisition.

KINDER MORLHN CO2 – SNYDER TEXAS, USA (2009-2010)
Senior Project Surveyor for the 100-mile Eastern Shelf CO2 Pipeline. Responsible for processing GPS and Conventional survey data and generating line work for the Mapping and GIS Department. Supervised and coordinated all field and office survey work; planned workload scheduling and logistics to generate legal descriptions, exhibits, and certified plats for acquisition of pipelined easements across over 200 parcels.

HOLLY ENERGY PARTNERS – UTAH AND NEVADA, USA (2009-2012)
Senior Project Surveyor/Survey Department Manager, UTAH to Nevada (UNEV) Pipeline, 415-miles. Responsible for all field and office personnel, manpower loading, processing GPS and conventional survey data, generating line work for the Mapping/GIS Department from the initial routing, preliminary engineering phases. Directed all Project Surveyors, planned workload scheduling and logistics for the generation of all legal descriptions, exhibits, and certified plats for acquisition, supported the pre-construction staking and construction support activities.

DENBURY RESOURCES – WYOMING AND MONTANA, USA (2009-2012)
Senior Project Surveyor/Survey Department Manager, Greencore CO2 Pipeline, 231-miles. Responsible for all office survey work, including survey estimates, manpower loading, processing GPS and conventional survey data, generating line work for the Mapping/GIS Department from the initial routing, preliminary engineering phases. Directed all field survey coordinators, planned workload scheduling and logistics for the generation of all legal descriptions, exhibits, and certified plats for acquisition, supported the pre-construction staking and construction support activities.

DONLIN CREEK (A BARRICK/NOVAGOLD COMPANY), ANCHORAGE ALASKA, USA (2009-2010)
Sr. Project Surveyor, Donlin Creek (Anchorage to Donlin Creek Gold Mine) Natural Gas Transmission Pipeline, 325-miles beginning at the Cook Inlet, west of Anchorage inland toward the Donlin Creek Gold Mine. Responsible for all field and office survey work, including survey estimates, manpower loading, processing GPS survey data, generating line work for the Mapping/GIS Department from the initial routing in support of all initial Alaska DNR permitting. He coordinated directly with field survey coordinator, planned workload and scheduling to generate and preliminary alignment sheets.

IDIQ USACE ARMORY SITES, JEFFERSON COUNTY, ARKANSAS (2010)
Surveyor in Charge responsible for overseeing and preparing perimeter boundary surveys for sites the USACE was purchasing.

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (UDFCD) – COLORADO, USA (2011-2014)
Survey Manager responsible for all surveying tasks in the Piney Creek Channel Rehabilitation, Niver Creek at Pecos Park Channel Rehabilitation and the Willow Creek Channel Rehabilitation at Arapahoe Road. Surveying tasks included survey control, topographic and existing condition surveys, legal surveys and the preparation of drainage easements for the construction and operation of drainage control structures.

TOWN OF CASTLE ROCK – CASTLE ROCK, COLORADO, USA (2012)
Survey Manager responsible for all surveying tasks for the Plum Creek project. Produced topographic and existing condition map for 500-year flood plan study.

TALLGRASS ENERGY PARTNERS – WYOMING, NEBRASKA, COLORADO AND KANSAS, USA (2013-2014)
Survey Department Manager, Pony Express Pipeline Conversion, 432-miles. Responsible for all field and office personnel, Aerial Mapping subcontractor, manpower loading, processing GPS and conventional survey data, generating line work for the Mapping/GIS Department from existing pipeline line locating, preliminary engineering phases. Directed all Project Surveyors, planned workload scheduling and logistics for the generation of all legal descriptions, supported the pre-construction staking and construction support activities.

DINOSAUR NATIONAL MONUMENT (2014)
Surveyor in responsible charge for overseeing and preparing geodetic survey control for future road improvement / construction projects.

CITY OF LONGMONT - LONGMONT COLORADO, USA (2014-2015)
Sr. Project Manager, St. Vrain Creek Channel Rehabilitation Aerial LiDAR and Mapping Project. Responsible for all field and office survey work, including survey estimates, manpower loading, processing GPS survey data, managing aerial subcontractors, generating line work for the Mapping and Design Department from the initial survey control to final mapping products; digital delivery of ortho rectified photography, LiDAR based topographic mapping and lap survey plat for parcels acquired by the City of Longmont.

NET MIDSTREAM, EDINBURG TEXAS, USA (2014-2015)
Sr. Project Manager, Red Gate Pipeline (Delmita to STEC) Natural Gas Transmission Pipeline beginning South of La Gloria, Texas at the intersection with the proposed NET Midstream Mexico 42" pipeline, to the South Texas Electric COOP (STEC) proposed generating facility East of McCook, TX in Hidalgo County. Responsible for all field and office survey work, including survey estimates, manpower loading, processing GPS survey data, generating line work for the Mapping/GIS Department from the initial routing to alignment sheets. He coordinated directly with field survey coordinator, planned workload scheduling and logistics to generate, exhibits for acquisition and construction alignment sheets.

Douglas Chinn, RPLS, PLS
Senior Project Manager continued

XTR MIDSTREAM, WINDSOR/GREELEY COLORADO, USA (2015-2016)
Sr. Project Manager, XTR Midstream Windsor/Greeley Gathering Project, 70-miles. Long Linear infrastructure program; Responsible for managing the surveying program, providing preliminary routing, land and right of way acquisition, engineering design support, provided for all field and office survey work, including survey estimates, processing GPS survey data, generating line work for the Mapping/GIS Department from the initial routing to alignment sheets. He managed field survey crews and office technical staff, planned workload scheduling and logistics to generate, exhibits for acquisition and began the preparation of construction alignment sheets.

Education: A.A.S, Surveying and Mapping, Denver Institute of Technology, Denver, Colorado

Professional Registrations:
Registered Professional Land Surveyor, Texas No. 5367, 2000
Professional Land Surveyor, Colorado No. 37070, 2002
Professional Land Surveyor, Illinois No. 035-003693, 2007
Professional Surveyor, Arkansas No. 1631, 2008
Professional Land Surveyor, Montana No. 20109, 2011
Professional Land Surveyor, Wyoming No. 13345, 2011
Professional Surveyor, Kansas No. 1629, 2015

Robert T. Loane III, PLS, BSGE
Project Surveyor

Robert Loane III has more than five years of project management, construction surveying and Geospatial experience. Mr. Loane has worked on 14 multi-million dollar projects; two of them being multi-billion. His background includes working in Carlson MicroSurvey CAD, AutoCad, MicroStation, and TMS office. Mr. Loane is proficient in the following geospatial software: Erdas Image, ArcGIS, and other ESRI products. He is proficient in using Google Earth, Microsoft Excel, Photoshop, and many other computer programs that aid in surveying and mapping.

Project Experience

URENCO, USA – URANIUM ENRICHMENT FACILITY (2014-2015)
Project Manager – Eunice, New Mexico
Contracted by Urenco/Core construction for layout of facility. Provided site bench marks and control within the building using a Trimble S-6 robotic total station and Topcon digital level. Contracted by Baker Concrete to do third party checks on flomels and the UBC rails. Used TopCon theodolites and DiNi levels. Published article, "Land of Enrichment" in The American Surveyor, October 2014 by Robert T. Loane III, LSIT, John A. Hoover, PS, and Thomas Walker JR, PS.

XCEL ENERGY (2014-2015)
Project Manager – New Mexico
Managed projects for Xcel Energy providing services such as monument recovery, topographical surveys of power line obstructions and power pole staking. Used a Trimble R8 GPS system for the field work.

TESORO GAS FACILITY (2014)
Survey Technician III – Nikiski, Alaska
Prepared ALTA survey using Leica GPS for the boundary part of the survey and located upwards of 20 monuments. Used the static GPS function to solve the boundary. The topographical part of the survey was done with a Leica 1201 Robotic Total Station. Located underground gas and utilities that were not marked.

SEWARD HWY AND 36th INTERSECTION (2013-2014)
Survey Technician III – Anchorage, Alaska
Used Leica GPS for the boundary part of the survey. The topographical part was done with Leica GPS and a Leica 1201 Robotic Total Station. Project was assigned by the Alaska Department of Transportation.
http://sewardand36th.com/

NORTHERN LIGHTS BOULEVARD (2013-2014)
Survey Technician III – Anchorage, Alaska
Used Leica GPS for the boundary part of the survey. The topographical part was done with Leica GPS and a Leica 1201 Robotic Total Station. This project was assigned by the Alaska Department of Transportation.

RAINTREE DR. EXTENSION (2012-2013)
Survey Technician II – Phoenix, Arizona
A Nikon Total Station for most of the topo and Trimble GPS for the boundary surveying. This job was contracted through the City of Scottsdale. All of the mapping was performed in Microstation.
http://www.scottsdaleaz.gov/Construction/Raintree

Robert T. Loane III, PLS, BSGE
Project Surveyor continued

SADDLEBACK DAM ROS BOUNDARY (2012-2013)
Survey Technician II – Phoenix, Arizona
This project took place in Maricopa County. Worked on the research through the assessor's page and recorder's page. Drafting performed in AutoCAD Civil 3D.

GEODETIC LEVELING FOR THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY Survey
Technician II – Phoenix, Arizona (2012-2013)
Various leveling projects for FCDMC. We used a Zeiss Digital level and Invar Staffs that had to be calibrated very often. This was difficult because of the accuracy requirements. We had to close bench loops that would be multiple miles within a few millimeters of tolerance (higher than first order).

PORT OF MIAMI TUNNEL (2011-2012)
Tunnel Surveyor – Miami, Florida
Primarily responsible for tunnel navigation and construction layout on the site. Used a Leica TS15 with onboard Viva software. Published the project details in the American Surveyor.
http://www.amerisurv.com/PDF/TheAmericanSurveyor_GibsonLeCoqLoane-portOfMiamiTunnel_Vol9No4.pdf

NORTH BAY VILLAGE DRAINAGE SURVEY (2010)
Geospatial Technologist – Miami, Florida
Used Trimble GPS to detail drainage structures through the town of North Bay Village. Responsible for supervising the field crews and training them on proper field notes. Used a TopCon Digital Level to get elevations of inverts. http://www.miamidade.gov/fire/library/part-2- projects.pdf

CROSSTOWN PARKWAY (2006-2008)
Surveyor I – Port St. Lucie, Florida
Responsible for staking roads, berms, and utilities. Used Trimble GPS for the project. It was difficult because they had to use Eminent Domain to take properties of homeowners.
http://www.cityofpsl.com/public-works/crosstown_parkway/project_development/r_news.html

VILLAGE PARKWAY (2006-2008)
Surveyor I – Port St. Lucie, Florida
Responsible for staking roads, berms, and utilities. Performed quantity surveys on a large dirt mound on site. Used Trimble GPS and Trimble levels. This project was through marshland and orange groves and we had to deal with wild pigs and alligators on a regular basis.

PORT ST. LUCIE CIVIC CENTER (2006-2008)
Surveyor I – Port St. Lucie, Florida
Used Trimble GPS and a Trimble Robotic Total Station. Responsible for layout of roads, berms, parking lots, buildings, and other features.

MOORE'S CEMETERY (2006-2008)
Project Surveyor – Stuart, Florida
Worked on this project throughout my Junior and Senior year of college to help complete the first comprehensive survey and gravesite map of the cemetery. A local news article is referenced for more detailed information.
http://www.tcpalm.com/news/columnists/eve-samples-historically-black-cemetery-is-a-to

Robert T. Loane III, PLS, BSGE
Project Surveyor continued

TESORO GOLF COURSE AND COMMUNITY (2006-2008)
Surveyor I – Port St. Lucie, Florida
This was my first major project of my surveying career. Responsible for the boundary and staking houses, small bridges, roads, utilities, etc. This is a major PGA Golf course located on Becker Rd. Used Trimble GPS and Trimble levels. http://www.tesoroclub.com/

Education: Masters of Science in Geomatics University of Florida -Expected graduation May 2017
Bachelors of Science in Geomatics Engineering Florida Atlantic University - May 2011
Associates
Indian River State College - Miami, FL

Professional Registrations: Professional Land Surveyor, New Mexico No. 22762

ESRI

GIS

OSHA 10

Publications

Gettin In and Outta Dodge
http://www.amerisurv.com/PDF/TheAmericanSurveyor_GibsonLeCoqLoane-PortOfMiamiTunnel_Vol9No4.pdf

Land of Enrichment
http://www.amerisurv.com/PDF/TheAmericanSurveyor_LoaneHooverWalker-LandOfEnrichment_October2014.pdf

American West
Land Surveying Co.
A Colorado Corporation.

May 20, 2016

Roy Vestal
Public Works Director / City Engineer
130 S. McKinley
Fort Lupton, CO 80621

RE: Proposal for Right of Way Survey for Historic Parkway and a portion of County Road 23.5 located in Fort Lupton, Colorado.

Thank you for the opportunity to provide an estimate for the surveying services on the above mentioned property. The cost for providing these services is estimated as follows:

Right of Way Survey (boundary):	$3,600
Topographic Surveying:	$4,800
Utility Locates (provided by others):	$800
Centerline Control & Temp Benchmarks:	$3,000
Easement, Right of Way, Boundary Staking:	$1,700
TOTAL:	$13,900

A private utility locating service will be hired to located and mark existing utilities within the project area. Project to be completed by September 1, 2016.

PO Box 129, Brighton, CO 80601
PH: 303-659-1532 * FX: 303-655-0575

American West
Land Surveying Co.
A Colorado Corporation.

This proposal is valid for a period of 90 days from the date shown above. Furthermore as the party responsible for payment, I(we) understand that this work will be billed at American West Land Surveying Co., a Colorado corporation, standard rates as per our current rate schedule, or as shown above. Payment in full is due upon completion of work ordered above. Interest of 1.5% per month will be added to any balance unpaid past 30 days. In the event payment is not made as agreed, we agree to pay all reasonable cost of collection including reasonable attorney's fees. This is a contract for work made for hire. American West Land Surveying Co., a Colorado corporation, retains all copyrights.

Right of Way Surveying: $13,900

If this proposal meets with your approval, please sign below and return this letter to American West Land Surveying Co., a Colorado Corporation.

Notice to proceed.

Signed: _____ Date: _____

PO Box 129, Brighton, CO 80601
PH: 303-659-1532 * FX: 303-655-0575

Roy Vestal

From: Jenelle Lund <jlund@lundpartnership.net>
Sent: Friday, May 13, 2016 12:00 PM
To: Roy Vestal
Cc: 'Geof Stephenson'
Subject: RE: Survey RFP

Hi Roy!
Congrats on your new job and thanks for thinking of us for this project. I have discussed these two sites with Geof and looked at our schedule. We honestly would not be able to start until September. This probably doesn't work with your schedule?
Jenelle

Jenelle Lund, President
THE LUND PARTNERSHIP, INC.
12265 W. Bayaud Ave. Suite 130
Lakewood, Colorado 80228
Phone: (303) 989-1461 EXT 11
Fax: (303) 989-4094

From: Roy Vestal [mailto:RVestal@fortlupton.org]
Sent: Tuesday, May 10, 2016 9:56 AM
To: info@lundpartnership.net
Cc: jlund@lundpartnership.net
Subject: Survey RFP

Greetings,

I am looking for survey acquisition in Fort Lupton area for capital improvement projects.
Please attached area map of the current 2 projects. I have also attached our standard services agreement for review.

Let me know if you have any questions.

RoyV

Roy L. Vestal, P.E.
Public Works Director / City Engineer

CITY OF
Fort Lupton
EST 1836
COME PAINT YOUR FUTURE WITH US

130 S. McKinley, Fort Lupton, CO 80621
Office: 720.466.6109
Mobile: 720.966.3613

This email has been scanned by the Symantec Email Security.cloud service.

CITY OF FORT LUPTON
CITY COUNCIL

CITY OF Fort Lupton EST 1836

COME PAINT YOUR FUTURE WITH US

Tommy Holton, Mayor

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-084

APPROVING COSTS FROM UNITED POWER AND WAYNE'S ELECTRIC TO INSTALL POWER TO THE RESTROOM AND NORTHSIDE OF KOSHIO PARK.

I. Agenda Date: Council Meeting – June 6, 2016

II. Attachments:

a. United Power cost sheet.
b. Wayne's Electric proposal.
c. RFP for Koshio Electrical bid
d. Koshio Electrical map

III. Summary Statement:

Parks and Grounds recently obtained bids from United Power and Wayne's Electric to install electric service at Koshio Park. The budgeted amount for this project is $8,500.00, the bid from United Power and Wayne's Electric is $21,230.00. This will provide electrical power to the landscaping on the Northside of Koshio, lights to illuminate the rock "Koshio Park" sign and restrooms. There is a $12,730.00 dollar shortage for the project which will be subsidized from the cancelled restroom project at South Railroad Park which was budgeted for $52,500.00.

IV. Fiscal Note: _____

_____

Finance Department Use Only

Leann Perino
Finance Director

V. Submitted by:

Tommy Martinez, Grounds Supervisor

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:

Electrical service at Koshio Park to provide power at the North landscaping areas, the rock sign and restrooms. United Power will provide electrical service from the transformer located on Hwy 52 (1st Street) to the Northwest landscaping area. Wayne's Electric will proceed to build a meter rack and feed the 110 volt service along the Northside of Koshio Park and to the restroom located in the middle of Koshio Park. (Ref. Koshio Electrical Map) The budgeted amount for this project is $8,500.00 with the bid from United Power and Wayne's Electric at $21,230.00. There will be a $12,730.00 dollar shortage for the project which will be subsidized from the cancelled restroom project at South Railroad Park which is budgeted for $52,500.00. A pre-bid meeting was scheduled with no interest from electrical contractors. It was decide to find two local electrical contractors and have them bid on the project. The contractors were Wayne's Electric and 2EZElectric Company who did not bid on the project so the project bid was awarded to Wayne's Electric.

X. Legal/Political Considerations:

N/A

XI. Alternatives/Options:

- Approve Wayne's Electric proposal
- Approve United Power's estimate
- Subsidize Koshio Project with budgeted funds from the cancelled South railroad restroom project.

XII. Financial Considerations:

The Koshio Electrical project was budgeted for $8,500.00 and with the allotted funds budgeted for the South railroad restroom project ($52,500.00) the funds will be used to fund the Koshio project.

XIII. Staff Recommendation:

Staff recommends United Power and Wayne's Electric be awarded the Koshio Electric project.

Tommy Martinez

From: Catherine Bailey <cbailey@UnitedPower.com>
Sent: Tuesday, May 17, 2016 4:52 PM
To: Tommy Martinez
Subject: Rough Estimates

Tom – Attached are four rough estimates (two for Koshio Park) for your projects at Coyote Creek Golf Course, Koshio Park and Pearson Park.

1) RESTROOMS @ COYOTE CREEK GOLF COURSE – UP has an existing switch cabinet at the corner of 4TH Street (the open lot). UP will install a UK box, next to the fence, on Coyote Creek property.
Your electrician will build a meter rack approx. 10-ft from the UK box. Your electrician will run approx. 160-ft of wire to the restroom location. Rough Cost: $1,075.00

2) KOSHIO PARK – Estimate No. 1 – UP will tap the existing 25kVA transformer located at 1st Street, east of Elbow Court. UP will bore underground approx. 95-ft to the east and install a UK-5 box in the landscaping. Your electrician will be responsible for building a meter rack and feeding your 110-volt services and restroom facilities. Rough Cost: $ 6,500.00 – (traffic control is required to work off of Hwy 52).

3) KOSHIO PARK – Estimate No. 2 – Your electrician can tap off of the existing Gazebo meter (on a pole), run underground services to your 110-volt and restroom facilities. No Cost to The City of Fort Lupton from United Power

4) PEARSON PARK – Single phase, 120/240-volt service for the new Storage Facility/Shop. There is an existing inactive service at this location. Your electrician can install all of the new electrical, and have it inspected. UP will set a meter. No Cost to the City of Fort Lupton from United Power

Please review and let me know if you have any questions.

Good luck!

Catherine Bailey
United Power, Inc.
Project Coordinator
500 Cooperative Way
Brighton, CO 80603
cbailey@unitedpower.com

303-637-1360 (office)
303-434-8721 (cell)

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit http://www.symanteccloud.com

PROPOSAL

Date: 05/19/2016

Wayne's Electric Inc. 2101 Weld County Road 27 Fort Lupton, CO 80621
303.558.8267 303.654.0877fax EMAIL:youl@waynes-electric.com

Submitted to: City of Fort Lupton Attention: Tom Martinez
St. Address: 130 South McKinley Ave.
City, State, Zip: Fort Lupton, Co.80621
Phone & Fax: 303-994-6950

Project: Koshio Park Revised Proposal (United Pwr to install new X-Fmr approximately 60' east of existing)
Project Address: 130 South McKinley Ave. Fort Lupton, Co.80621
Document Date & Architect: E-Mailed Site Plan by Tom Martinez and Site Visit

We are pleased to submit specifications and estimates for:
Material and labor for Koshio Park Electrical Improvements to include the following: New 100 amp service, fed from United Power new transformer location. New meter socket and 100 amp panel to be located South of the North West evergreen tree. Each receptacle on site plan will be fed by individual circuits. Light fixture to illuminate sign is budgeted at $350.00. Permit

Total: $12,600.00

Exclusions: Any Electrical Engineering Fees; Trenching and Backfilling; Repair of any underground sprinkler system and or landscaping.

Adder for Trenching and Backfilling: $2,130.00

Printed Name _____

Position _____

We propose hereby to furnish material & labor in accordance with the above specifications for the sum of:
SEE ESTIMATES ABOVE
This proposal is valid for 45 days
Wayne's Electric is proud to be a woman owned business

Payment terms:
Full payment due upon completion 30 days net

Authorized Signature: Youl Brown
Youl Brown

Authorized Owner Signature:

Date:

ACCEPTANCE OF PROPOSAL: the above prices, specifications, and conditions are satisfactory and are hereby accepted. Wayne's Electric Inc. is authorized to perform the work above as specified. Payment will be made as outlined above under Payment Terms. Your acceptance of this proposal constitutes your agreement to pay Wayne's Electric, Inc. for reasonable fees, including, attorney fees, to collect any past due balances from you.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to all applicable municipal and national codes. Any alteration to original specifications may result in extra costs in the form of a written change order with additional costs to be borne by owner or General Contractor. Our workers are fully covered by Workmen's Compensation Insurance. Terms and conditions to follow on separate document.

TERMS AND CONDITIONS
APPLYING TO
THE PROPOSAL OF WAYNE'S ELECTRIC INC.

Submitted to: City of Fort Lupton Attention: Tom Martinez
St. Address: 130 South McKinley Ave.
City, State, Zip: Fort Lupton, Co.80621
Phone & Fax: 303-994-6950

Project: Koshio Park Revised Proposal (United Pwr to install new X-Fmr approximately 60' east of existing)
Project Address: 130 South McKinley Ave. Fort Lupton, Co.80621
Document Date & Architect: E-Mailed Site Plan by Tom Martinez and Site Visit

1. **That this Proposal shall not be deemed tendered, accepted, or executed by Wayne's Electric Inc. unless signed by a general foreman or officer of Wayne's Electric. Nor shall any alterations in terms, specifications, or any additions or deletions to the proposal be accepted, tendered, or executed by Wayne's Electric Inc. unless signed by a general foreman or officer of Wayne's Electric Inc.**
2. **That the purchaser of goods, labor, and materials from Wayne's Electric Inc. understands that payment is due on the date certain if set forth in the accompanying proposal and if the proposal is silent on a date payment is due, payment is to be made on the date the work is completed, or is partially completed pursuant to this agreement and proposal. If payment is not forthcoming on the due date, the purchaser agrees that Wayne's Electric Inc. shall receive one and one-half percent interest (1-1/2%) per month until full payment is made by the purchaser.**
3. **That in the event that the purchaser does not make payment on the date indicated in this proposal or completion date, the entire balance is deemed due, and the purchaser agrees to pay all costs of collection, including costs of foreclosure, costs of suit, and attorney fees.**
4. **In the event that a question arises whether a defect due to improper installation shall be replaced of repaired, it shall be the exclusive option of Wayne's Electric Inc. to repair or replace said malfunctioning part or parts.**
5. **The purchaser agrees and understands that any failure covered by manufacturer's warranty shall be the responsibility of the manufacturer and not Wayne's Electric Inc. Wayne's Electric Inc. only warrants its installation shall be pursuant to the specifications contained in this proposal and consistently done in a workmanlike manner.**
6. **Wayne's Electric Inc. will not be bound to specifications agreed upon in the event that materials required are unavailable due to manufacturer's discontinuance or inability to supply specified material or parts on the market from other manufacturers.**

ACCEPTANCE OF PROPOSAL: the above prices, specifications, and conditions are satisfactory and are hereby accepted. Wayne's Electric Inc. is authorized to perform the work above as specified. Payment will be made as outlined above under Payment Terms. Your acceptance of this proposal constitutes your agreement to pay Wayne's Electric, Inc. for reasonable fees, including, attorney fees, to collect any past due balances from you.

Authorized Owner Signature:

Date:

****
Need #
FTLXXXXX
****

CITY OF
Fort Lupton
EST 1836
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CITY COUNCIL OF FORT LUPTON, STATE OF COLORADO, BY AND THROUGH ITS FINANCE DIRECTOR

DATE: March 8, 2016

THIS DOCUMENT CONTAINS GENERAL INFORMATION FOR THE PURCHASING PROCESS OF THE CITY OF FORT LUPTON. ALL ITEMS MAY NOT BE APPLICABLE. ACTUAL BID SPECIFICATIONS WILL BE FOUND FOLLOWING PAGE 5.

I. NOTICE TO BIDDERS

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

Install electrical at Koshio Park

B. Sealed or faxed bids the above stated merchandise, equipment, and/or services will be received at the office of the City of Fort Lupton Finance Director, 130 South McKinley Avenue, Fort Lupton, Colorado, 80621 until: **March 18, 2016 at 9:00 a.m.**

C. It is tentatively scheduled that the City Council will address this acquisition on **April 4, 2016.**

II. INVITATION TO BID

A. The City of Fort Lupton of the County of Weld, State of Colorado, by and through its Finance Director, requests bids for the purchase of the above-listed merchandise, equipment, and/or services.

B. Said product shall be for the benefit of: CITY OF FORT LUPTON, 130 S. McKinley Ave., FORT LUPTON, COLORADO 80621.

C. Bids shall include any and all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, in every way, be the total net price which the bidder will expect the City of Fort Lupton to pay if awarded the bid.

D. All bids must be sealed in envelopes that have the bid number and title of the bid typed or printed in plain sight. One original and one copy of the Bid must be submitted at the time of the bid opening. One complete bid document, which will be the only official copy of the bid, shall be filed at the finance department. After certification of the bid, by finance, the other copy will be sent to the applicable department(s) for review. Bids may be faxed to 303-857-6090 attention finance; and the vendor must include the following statement on the facsimile, **"I hereby waive my right to a sealed bid".** (If faxing your bid, please send hard copy of bid for our files).

III. INSTRUCTIONS TO BIDDERS

A. Bids shall be typewritten or written in ink on forms prepared by the City of Fort Lupton Finance Department. Each bid must give the full business address of bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other title without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Finance Director, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished. All corrections or erasures shall be initialed by the person signing the bid. All bidders shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in.

B. Bids may be withdrawn upon written request to the Finance Director received from bidders prior to the time fixed for opening. Negligence on the part of bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

C. Bidders are expected to examine the conditions, specifications, and all instructions contained herein. Failure to do so will be at the bidder's risk.

D. Bidders shall not stipulate in their proposals any conditions not contained in the instructions and specifications herein unless specifically requested by the special instructions attached hereto. Any proposal which fails to comply with the letter of the instructions and specifications herein may be rejected.

E. Late or unsigned bids may not be accepted or considered. It is the responsibility of the bidder to ensure that the bid arrives in the City of Fort Lupton Finance Department on or prior to the time indicated in Section I., entitled "Notice to Bidders."

F. When approximate quantities are stated, the City of Fort Lupton reserves the right to increase or decrease quantity as best fits its needs.

G. Whenever requested, samples or descriptive matter shall be filed prior to the opening of bids.

H. Any item supplied to the City of Fort Lupton shall be new and of the manufacturer's current model unless otherwise specified.

I. In accordance with purchasing procedures of the City of Fort Lupton, the Council will give preference to residents of the City of Fort Lupton in all cases where said bids are

competitive in price and quality. It is also understood that the Council of the City of Fort Lupton will give preference to suppliers from the State of Colorado, in accordance with Section 30-11-110, CRS, when it is accepting bids for the purchase of any books, stationery, records, printing, lithographing or other supplies for any officer of the City.

J. All discounts shall be figured from the date of delivery and acceptance of the articles, or in the case of an incorrect invoice, from the date of receipt of corrected invoice, if this be subsequent to delivery and acceptance.

K. Substitutions or modifications to any of the terms, conditions, or specifications of this bid package which are made by the City of Fort Lupton, after the bids have been distributed to prospective bidders, and prior to the date and time of bid opening, will be made in writing and signed by Finance Director. No employee of the City of Fort Lupton is authorized in any way to modify any of the terms, conditions, or specifications of this bid without written approval of said Finance Director. This is not to imply that bids will not be accepted or considered with specifications which are different from those herein. Any item which does not meet all the terms, conditions, or specifications of this bid, must be clearly indicated on a separate sheet of paper, attached to the bid specification and proposal sheets and returned with the bid.

L. The successful bidder shall indemnify and hold harmless the City of Fort Lupton, against all claims for royalties, for patents or suit for infringement thereon, which may be involved in the manufacture or use of the material to be furnished.

M. All goods shall remain the property of the seller until delivered to and accepted by the City of Fort Lupton.

N. Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Finance Director for the premature opening of a bid not properly addressed and identified.

O. In submitting the bid, the bidder agrees that the acceptance of any and all bids by the Council of the City of Fort Lupton within a reasonable time or period constitutes a contract. The Fort Lupton City Council, reserves the right to reject any and all bids, to waive any informalities in bids, and to accept the bid that, in the opinion of the Council, is to the best interests of the Council and of the City of Fort Lupton.

P. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Finance Director. It is understood that it is necessary for all invoices to be made out to the City of Fort Lupton, not to the Department securing the merchandise. All invoices should be sent to: Fort Lupton Finance Department, 130 South McKinley Avenue, Fort Lupton, CO 80621.

Q. These instructions, the proposal forms, and specifications have been developed with the hope of raising the standard of purchasing negotiations to a level wherein all transactions will be mutually satisfactory. Your cooperation is invited.

IV. DEFINITIONS

A. "Standard": When the word "standard" is used in the specification to describe an item of equipment or in assembly, it shall be construed to mean that item or assembly so described shall be the latest regular product of the manufacturer thereof, identified by a model or other designation, without the modification or omission of any of its usual parts or the substitution of others therefore, except as hereafter specified, details, capacities and ratings, conforming in every respect to the said manufacturer's catalog or other printed matter describing the item or assembly. Standard subassemblies, accessories, fittings, and finishes shall be construed to be those which are regularly furnished as part of the principle unit or assembly and included in the selling price thereof.

B. "Reputable Manufacturer": A manufacturer who has been engaged in the business of fabricating the equipment specified for a reasonable period of time prior to the date set for opening of bids and who can demonstrate to the satisfaction of the City of Fort Lupton that said manufacturer has successfully installed equipment of the type proposed to be furnished in at least three (3) instances and the performance of such equipment has been satisfactory. Manufacturers having been engaged in the business of manufacturing said equipment for a period of one (1) year prior to the date affixed for opening bids shall, prima facie, be deemed to have been engaged in such business a reasonable length of time.

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

V. GENERAL SPECIFICATIONS, CONDITIONS AND INFORMATION

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

B. Pre-delivery Service: Office equipment is to be delivered, as directed, unpacked, assembled, cleaned and adjusted for immediate use at a location designated by the Finance Director of the City of Fort Lupton. Motor vehicles and other items of equipment shall be ready for immediate use at the time of delivery to a designated location. The equipment shall be clean and all instruments properly adjusted. The inflation of tires must be checked, lubrication completed, the crank case checked for proper oil level, and any other servicing normally provided by dealers shall be performed. Operating and maintenance manuals shall be provided at the time of delivery. Parts and price lists shall be included when special equipment is purchased or when requested by the City of Fort Lupton.

C. Acknowledgment and Delivery Schedule of Initial Order: Time is of the essence. Delivery date will be noted on page 7 of the bid packet. The successful bidder shall acknowledge the receipt of the order and certify delivery as scheduled.

D. Warranty: The successful bidder shall warrant that:

1. The goods to be supplied pursuant to this bid are fit and sufficient for the purpose intended;

2. The goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship; and

3. The goods sold to the City of Fort Lupton pursuant to this bid conform to the minimum City specifications as established herein.

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

E. Service Calls in the First One Year Period: The successful bidder shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by the City of Fort Lupton, pursuant to this bid for as many service calls as are necessary for the first one (1) year period bumper to bumper after said goods are first supplied to the City of Fort Lupton.

F. General Information: We ask that you submit a letter of proposal to perform purchase requested. Please address the following information with your bid.

1. Please see page 6 for project specifications.

****
Need #
FTLXXXXX
****

CITY OF
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MINIMUM SPECIFICATIONS:

Electrical at Koshio Park

110v outlets _____

Approx. 375 feet of electrical in conduit installed to code _____

Halogen flood lighting on the park sign _____

4 – Outdoor outlets w/ security covers _____

3 – Indoor outlets in park restroom _____

Contractor must tie into United Power transformer and install an electrical meter.

If you have any questions or want to arrange a site visit call Tom Martinez 303-994-6950.

Electrical contractor will need to obtain a City Fort Lupton Contractor's License and a City Fort Lupton Building Permit.

****
Need #
FTLXXXXX
****

CITY OF
Fort Lupton
EST 1836
COME PAINT YOUR FUTURE WITH US

Ms. Leann Perino
Finance Director
130 South McKinley Avenue
Fort Lupton, Colorado 80621

Dear Ms. Perino:

The undersigned having become familiar with the specifications for and deliver to the City **Electrical at Koshio Park** of Fort Lupton as set forth in the following schedule:

Installation of electrical $_____

GRAND TOTAL $_____

DELIVERY DATE: _____

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

FIRM_____ BY_____

BUSINESS ADDRESS_____ TITLE_____

CITY, STATE, ZIP CODE_____ DATE_____

TELEPHONE NO._____FAX NO. _____TAXPAYER I.D.#_____

DOES YOUR BID MEET OUR SPECIFICATIONS? YES____ NO____

****
Need #
FTLXXXXX
****

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

CITY OF FORT LUPTON

CERTIFICATION STATEMENT REGARDING ILLEGAL ALIENS

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with provisions of CRS 8-17.5-101 et seq.

2. The Vendor shall not knowingly employ or contract with an illegal alien to perform work under this purchase order or enter into a contact with a subcontractor that knowingly employs or contracts with an illegal alien.

3. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-(2)(b)(I).

4. The Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate the above referenced purchase order for breach and the Vendor shall be liable for actual and consequential damages to the City.

CERTIFIED and AGREED to this _____ day of _____, 200___.

VENDOR:

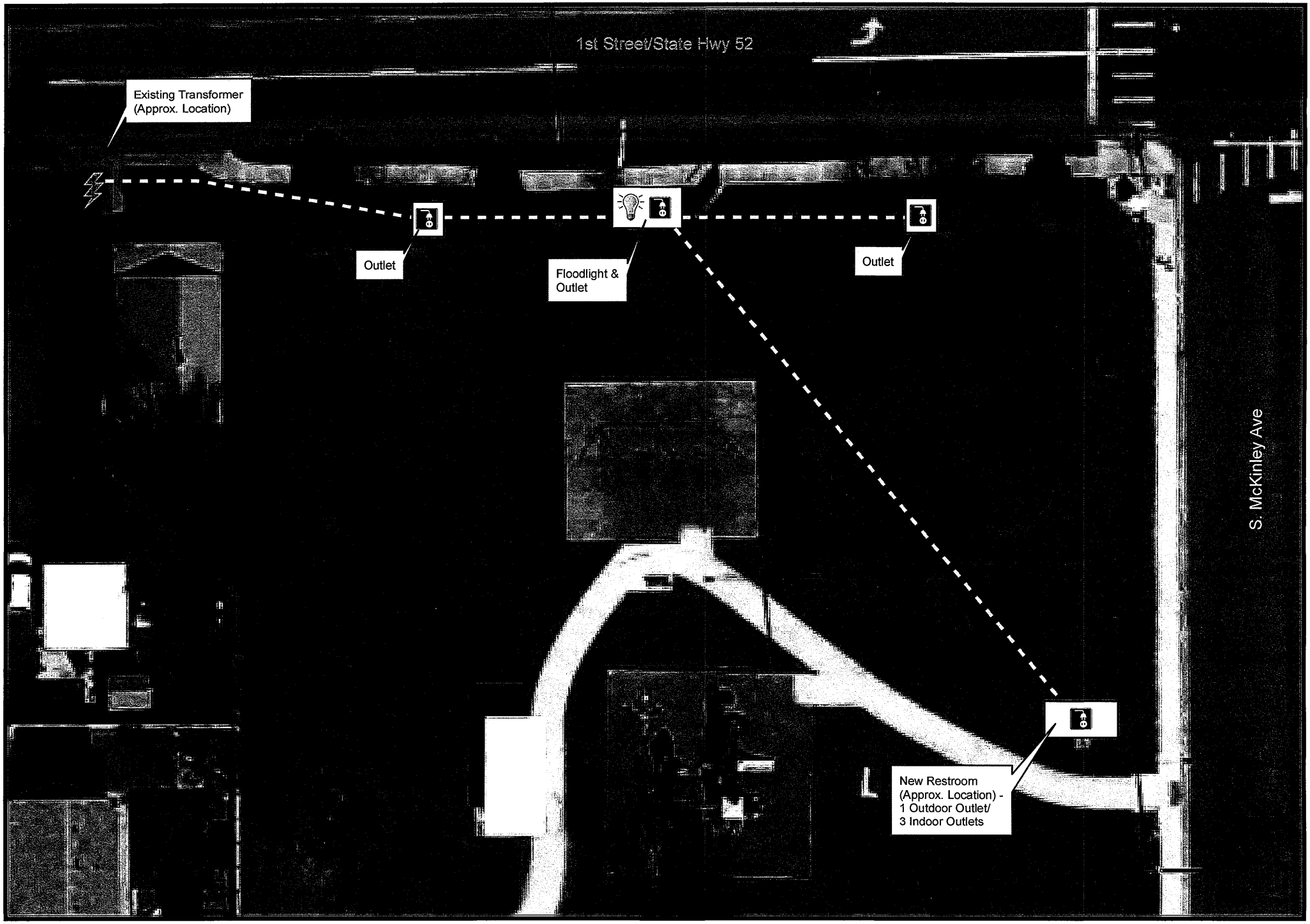
_____
(Full Legal Name)

BY: _____
Signature of Authorized Representative(s)

VENDOR(S) CANNOT BEGIN WORK UNTIL THIS COMPLETED FORM IS RETURNED TO THE CITY OF FORT LUPTON.

Koshio Park Electrical Improvements

1 inch = 30 feet



Mayor/Council

130 S. McKinley Avenue
Fort Lupton, CO 80621
www.fortlupton.org

Phone: 303.857.6694
Fax: 303.857.0351

Upcoming Events

June 8, 2016	Town Hall Meeting – City Hall, 130 S McKinley Avenue- 6:30-7:30 P.M.
June 22, 2016	Town Hall Meeting – City Hall, 130 S McKinley Avenue- 6:30-7:30 P.M.
July 4, 2016	City Offices Closed in Observation of 4th of July