

City of Fort Lupton
City Council Agenda
Regular Meeting
7:00 p.m.
130 South McKinley Avenue
May 2, 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. **05022016, Accounts Payables**

Documents: [05022016 Accounts Payable.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. **04182016, City Council Meeting Minutes**

Documents: [04182016 City Council Meeting Minutes.pdf](#)

b. **AM 2016-071, Revision To FLMC Section 13-85, Backflow Prevention/Cross Connection Control**

Documents: [AM 2016-071, Backflow Prevention-Cross Connection Control.pdf](#)

c. **AM 2016-073, Permit A Modification To Mulligan Joe's Bar And Grill**

Premises

Documents: [AM 2016-073, Modify Licensed Premises - Mulligan Joes Bar And Grill.pdf](#)

Public Hearing

- a. **AM 2016-072, Approving The Application For A Retail Liquor License - Jack's Beer And Spirits- 417 Denver Avenue**

Documents: [AM 2016-072, Approve Application For New Retail Liquor Store License - Jacks Beer And Spirits.pdf](#)

Action Memorandum

- a. **AM 2016-069, Purchase Tyler Technology Software For Finance, Planning And Courts For An Amount Not To Exceed \$279,605**

Documents: [AM 2016-069, Purchase Tyler Technology Software, Finance, Planning And Courts, 279,605.Pdf](#)

- b. **AM 2016-070, Award Contract To DR Horton For Curb/Gutter/Sidewalk - \$100,000**

Documents: [AM 2016-070, Award Contract To DR Horton - Curb, Gutter, Sidewalk - 100,000.Pdf](#)

Staff Reports

Mayor/Council Reports

Future City Events

- a. **05022016 Upcoming Events**

Documents: [05022016 Up Coming Events.pdf](#)

Adjourn

Report Criteria:

Report type: GL detail

Check Voided = {=} No

[Report].Check GL Account = "6000010100"."6082059040"

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq	Amount
04/14/2016	59073	UNITED POWER	GC-MAR'16 ELECTRIC-PUMP HOUSE	1195001 MA		1,966.31
Total 59073:						1,966.31
03/29/2016	80846	ACE HARDWARE OF FORT LUPTO	GOLF-BATTERY	52800/1		14.99
04/08/2016	80846	ACE HARDWARE OF FORT LUPTO	GOLF-VINYL TUBING	53042/1		19.80
04/12/2016	80846	ACE HARDWARE OF FORT LUPTO	GOLF-SANDPAPER	53135/1		8.98
04/18/2016	80846	ACE HARDWARE OF FORT LUPTO	GOLF-STAINS,PAINT BRUSH	53224/1		29.15
Total 80846:						72.92
04/18/2016	80847	AMERICAN EAGLE DISTRIBUTING	GOLF-VARIOUS BEERS	107313		242.40
Total 80847:						242.40
04/14/2016	80848	ANHEUSER-BUSCH INC	GOLF-16 OZ CUPS SOLO	01147		72.00
Total 80848:						72.00
04/11/2016	80849	CINTAS FIRE PROTECTION	GOLF-INSPECT KITCHEN	OD51577188		190.75
Total 80849:						190.75
04/08/2016	80850	CITY OF FORT LUPTON	GOLF-INV 296348717 01/10-02/10/16 COPIER LEASE	FIN2016081		197.55
04/08/2016	80850	CITY OF FORT LUPTON	GOLF- INV298411281 02/10-03/10/16 COPIER LEASE	FIN2016082		197.36
04/08/2016	80850	CITY OF FORT LUPTON	GOLF-INV300483500 03/10-04/10/16 COPIER LEASE	FIN2016083		197.36
04/11/2016	80850	CITY OF FORT LUPTON	GOLF-MAR16 POSTAGE	FIN2016086		23.28
04/11/2016	80850	CITY OF FORT LUPTON	GOLF-INV9760996378-00001 03/27-04/26/16 VERIZON SVCS	FIN2016088		217.36
04/18/2016	80850	CITY OF FORT LUPTON	GOLF-PAYROLL 03/26/16-04/08/16 PAID ON 04/15/16	FIN2016098		12,883.52
Total 80850:						13,716.43
04/11/2016	80851	DEERE CREDIT INC	GOLF-JD MOWER LEASE/PAY #1 2016	1682140		5,983.22
Total 80851:						5,983.22
04/05/2016	80852	GOLF ENVIRO SYSTEMS INC	GOLF-YELLOW JACKET COATING	61504		935.00
04/07/2016	80852	GOLF ENVIRO SYSTEMS INC	GOLF-ACIDIPHY GRANDULAR BAGS&FREIGHT	61548		643.00
Total 80852:						1,578.00
03/29/2016	80853	LL JOHNSON DISTRIBUTING	GOLF-BUSHINGS,AXLE CASE, PARTS, ETC	1710837-00		233.20
04/01/2016	80853	LL JOHNSON DISTRIBUTING	GOLF-8 NUT-LUGS	1711039-01		32.91
03/30/2016	80853	LL JOHNSON DISTRIBUTING	GOLF-RETURN PARTS	1711045-00		213.18-
04/04/2016	80853	LL JOHNSON DISTRIBUTING	GOLF-RETURN SHIM	1711421-00		1.59-
Total 80853:						51.34
04/06/2016	80854	MILE HIGH TURFGRASS, LLC	GOLF-TINES PARTS	3454		974.40

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq Amount
Total 80854:					974.40
04/01/2016	80855	NIKE GOLF	GOLF-NIKE SHORTS	985198841	791.21
04/01/2016	80855	NIKE GOLF	GOLF-SHORTS,SKORTS,VISOR	985198842	973.95
04/01/2016	80855	NIKE GOLF	GOLF-SPORT CART & CARRY	985210433	270.05
04/04/2016	80855	NIKE GOLF	GC-NIKE GOLF SHOES FOR RESALE-PROSHOP	985290203	1,645.29
04/06/2016	80855	NIKE GOLF	GOLF-TECH CAPS	985423620	70.36
Total 80855:					3,750.86
03/30/2016	80856	OAKLEY INC	GC-SUNGLASSES FOR RESALE-PROSHOP	9000105794	1,358.50
03/31/2016	80856	OAKLEY INC	GC-MENS SHORTS FOR RESALE-PROSHOP	9000107982	1,257.18
03/31/2016	80856	OAKLEY INC	GOLF-MAINLINK WOODGRAIN,POLISHED	9000108608	727.50
04/01/2016	80856	OAKLEY INC	GOLF-TINCAN CAPS	9000109301	474.53
04/04/2016	80856	OAKLEY INC	GOLF-CATALYST WOODGRAIN COLOR	9000109778	92.15
04/04/2016	80856	OAKLEY INC	GC-MENS SHIRTS FOR RESALE-PROSHOP	9000109817	1,257.03
04/04/2016	80856	OAKLEY INC	GOLF-SILVER XL	9000109952	67.90
Total 80856:					5,234.79
04/07/2016	80857	OFFICE DEPOT	GOLF-TIME CARDS	8330159640	28.98
04/06/2016	80857	OFFICE DEPOT	GOLF-TAPE,INK,MARKERS	8330160500	77.87
04/08/2016	80857	OFFICE DEPOT	GOLF-TYVEK	8330160510	54.78
04/06/2016	80857	OFFICE DEPOT	GOLF-PLANNER, CARTRIDGE TAPE	8330160520	36.53
Total 80857:					198.16
03/29/2016	80858	O'REILLY AUTO PARTS	GOLF-FLOOR DRY,SHEET TOWELS	4489-273137	35.97
04/13/2016	80858	O'REILLY AUTO PARTS	GOLF-FUEL TUBING, HOSE CLAMPS	4489-276462	5.86
Total 80858:					41.83
04/02/2016	80859	POTESTIO BROTHERS EQUIPMEN	GOLF-M142429 SPRING PART	38039P	12.18
Total 80859:					12.18
04/13/2016	80860	REPUBLIC NATIONAL DISTRIBUTIN	GOLF-VARIOUS LIQUORS	3606699	34.95
04/13/2016	80860	REPUBLIC NATIONAL DISTRIBUTIN	GOLF-VARIOUS LIQUORS	3606699	210.13
Total 80860:					245.08
04/06/2016	80861	S & B PORTA-BOWL RESTROOMS I	GOLF-SERVICE 2 RESTROOM	556823	170.00
Total 80861:					170.00
04/04/2016	80862	SCNS SPORTS FOODS INC	GOLF-BAR COOKIES	88478	53.60
Total 80862:					53.60
04/14/2016	80863	SHAMROCK FOODS COMPANY	GOLF-TOAST,BUNS,FRANKS,BEEF,CHICKEN,CREAMER,PICKLES	18072842	450.12
04/14/2016	80863	SHAMROCK FOODS COMPANY	GOLF-TOMATO JUICE,OLIVES	18072842	67.08
04/14/2016	80863	SHAMROCK FOODS COMPANY	GOLF-CANDY,CREAMER	18072842	52.95

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq Amount
Total 80863:					570.15
04/09/2016	80864	SWIRE COCA-COLA	GOLF-VARIOUS COLA PRODUCTS	36U3611596	121.68
04/09/2016	80864	SWIRE COCA-COLA	GOLF-VARIOUS COLA PRODUCTS	36U3611597	81.75
Total 80864:					39.93
04/14/2016	80865	UNITED POWER	GC-MAR'16 ELECTRIC-CLUBHOUSE	1194602 MA	9.21
Total 80865:					9.21
04/01/2016	80866	WINFIELD SOLUTIONS LLC	GOLF-12-24-8 MIC 50 MU FERTILIZER	0000607020	666.40
Total 80866:					666.40
04/18/2016	80867	ACE HARDWARE OF FORT LUPTO	GOLF-MOP,CLEANER,SPONGE	53250/1	15.47
Total 80867:					15.47
04/25/2016	80868	AMERICAN EAGLE DISTRIBUTING	GOLF-VARIOUS LIQUORS	110603	411.15
04/25/2016	80868	AMERICAN EAGLE DISTRIBUTING	GOLF-VARIOUS LIQUORS	110604	53.90
Total 80868:					465.05
04/08/2016	80869	BREAKTHRU BEVERAGE GROUP	GOLF-VARIOUS LIQUORS	321747961	192.28
Total 80869:					192.28
04/15/2016	80870	GATOR RUBBISH REMOVAL LLC	GOLF-APR16 RUBBISH PICKUP-CLUB HOUSE	322645	86.00
04/15/2016	80870	GATOR RUBBISH REMOVAL LLC	GOLF-APR16 RUBBISH PICKUP LATE FEE- CLUBHOUSE	322645	2.00
04/15/2016	80870	GATOR RUBBISH REMOVAL LLC	GOLF-APR16 RUBBISH PICKUP-MAINT	322662	44.00
04/15/2016	80870	GATOR RUBBISH REMOVAL LLC	GOLF-APR16 RUBBISH PICKUP LATE FEE	322662	2.00
Total 80870:					134.00
04/14/2016	80871	GREEN ONE INDUSTRIES INC	GC-DEEP TINE AERATION-GCMAINT	7295	5,020.40
Total 80871:					5,020.40
04/27/2016	80872	HIGH COUNTRY BEVERAGE CORP	GOLF-VARIOUS BEERS	W-2326504	864.10
Total 80872:					864.10
04/01/2016	80873	NIKE GOLF	GOLF-VAPOR FLY PRO DRIVER	985171450	272.34
04/01/2016	80873	NIKE GOLF	GOLF-VAPOR FLY DRIVER	985171451	774.00
04/08/2016	80873	NIKE GOLF	GOLF-NIKE VICTORY POLOS	985548309	809.93
04/08/2016	80873	NIKE GOLF	GOLF-NIKE VICKTORY STRIP POLOS	985548310	795.25
04/11/2016	80873	NIKE GOLF	GOLF-CUSTOM TECH APPAREL	985637120	467.55
04/11/2016	80873	NIKE GOLF	GOLF-NIKE SPORT LITE CARRY	985637426	85.90
Total 80873:					3,204.97
04/06/2016	80874	OAKLEY INC	GOLF-FLAK JACKET,HOLBROOK	9000112080	137.75
04/12/2016	80874	OAKLEY INC	GOLF-FLAK XL	9000115904	97.00

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq Amount
Total 80874:					234.75
04/19/2016	80875	SWIRE COCA-COLA	GOLF-VARIOUS POP & CANNED TEAS	3622097607	276.24
Total 80875:					276.24
04/05/2016	80876	THE ANTIGUA GROUP INC	GOLF-WS EXCEED NAVY UNIFORM SHIRT	004390235	38.59
Total 80876:					38.59
Grand Totals:					46,285.81

Report Criteria:

Report type: GL detail

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Report Criteria:

Report type: GL detail

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Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
59044	ADT SECURITY SYSTEM	GF-2 DOOR SECURITY ACCESS CODE SYSTEM-MISC	401795197 0	1	3,053.62
59044	ADT SECURITY SYSTEM	GF-3 DOOR SECURITY ACCESS CODE SYSTEM-MISC	401795197 4	1	5,141.11
59044	ADT SECURITY SYSTEM	GF-CREDIT FOR CITY HALL CAMERAS	401795197 C	1	3,551.70-
Total 59044:					4,643.03
59045	ADVANTAGE DESIGN	REC-VOLUNTEER REC SHIRTS	1966	1	364.30
Total 59045:					364.30
59046	AMBER PHILLIPS	GF-MILEAGE TO DENVER-ADMIN	MILEAGE 04	1	23.76
Total 59046:					23.76
59047	ARAMARK UNIFORM SERVICES IN	CPR-DOOR MAT SERVICE	492276477	1	46.77
59047	ARAMARK UNIFORM SERVICES IN	REC-DOOR MAT SERVICE	492276477	2	46.78
59047	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-B&G	492276477	3	86.80
59047	ARAMARK UNIFORM SERVICES IN	GF-DOOR MAT SERVICE-CITY HALL	492276478	1	35.73
59047	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-SHOP	492276478	2	159.96
Total 59047:					376.04
59048	BG'S JAPANESE DESIGNS	GF-CUSTOM TABLECLOTH	5228	1	150.00
Total 59048:					150.00
59049	BSN SPORTS, INC	CPR-MEN'S SOFTBALLS-ATHLETIC	97722554	1	491.92
59049	BSN SPORTS, INC	CPR-BASEBALL FIELD EQUIP-ATHLETIC	97743204	1	663.16
Total 59049:					1,155.08
59050	CHAMBER OF COMMERCE	GF-MAR16 CHAMBER LUNCHEON-LEGIST	2655	1	15.00
59050	CHAMBER OF COMMERCE	GF-MAR16 CHAMBER LUNCHEON-COURT	2655	2	15.00
59050	CHAMBER OF COMMERCE	GF-APR16 CHAMBER LUNCHEON-LEGIST	2715	1	15.00
59050	CHAMBER OF COMMERCE	GF-APR16 CHAMBER LUNCHEON-CITY CLERK	2715	2	15.00
Total 59050:					60.00
59051	CLAUD HANES	GF-MILEAGE EATON,FTCOLLINS,GOLDEN,GREELEY-CITY ADMIN	MILEAGE M	1	199.80
59051	CLAUD HANES	GF-COFFEE SUPPLIES-ADMIN	MILEAGE M	2	84.90
Total 59051:					284.70
59052	COMCAST BUSINESS	GF-4/1-4/30 INTERNET SVC-IT	42048698	1	1,512.07
59052	COMCAST BUSINESS	REC-4/1-4/30 INTERNET-REC	42048698	2	312.07
Total 59052:					1,824.14
59053	COMCAST CABLE COMM, LLC	GF-APR/MAY16 CABLE TV-SHOP	6460164533	1	135.74

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59053:					135.74
59054	COMPLETE MAILING SOLUTIONS	GF-NEOPOST PRINT CARTRIDGE-ADMIN	90574	1	232.96
Total 59054:					232.96
59055	COYOTE CREEK GOLF COURSE	GF-3 TEAMS AARON GOLF TOURNEY/GOLD LEVEL -LEGIST	05142016 C	1	1,575.00
Total 59055:					1,575.00
59056	DELTA DENTAL PLAN OF COLO	GF-MAY16 DENTAL INS PREMIUM	000012180	1	5,363.89
Total 59056:					5,363.89
59057	DISCOUNT ATTENTION GETTERS!	GF-PRINTED ENVELOPES-ADMIN	240	1	53.15
Total 59057:					53.15
59058	FASTENAL COMPANY 01COFTL	UF-FASTENERS-WATERLINE	COFTL11959	1	6.42
Total 59058:					6.42
59059	FREEWAVE TECHNOLOGIES INC	GF-WP201 DUAL BAND,ANTENNA-IT	162977	1	911.00
Total 59059:					911.00
59060	FT LUPTON RECREATION SPORTS	CPR-CK 2445/GREAT CLIPS DONATION	2445 040220	1	500.00
Total 59060:					500.00
59061	GATOR RUBBISH REMOVAL LLC	GF-APR16 RUBBISH PICKUP-CITY HALL	322738	1	89.00
59061	GATOR RUBBISH REMOVAL LLC	GF-APR16 RUBBISH PICKUP-SHOP	322739	1	127.00
59061	GATOR RUBBISH REMOVAL LLC	CPR-APR16 RUBBISH PICKUP	322740	1	242.00
59061	GATOR RUBBISH REMOVAL LLC	GF-APR16 RUBBISH PICKUP-S RR PARK	322741	1	159.00
59061	GATOR RUBBISH REMOVAL LLC	CEM-APR16 RUBBISH PICKUP	322742	1	129.45
59061	GATOR RUBBISH REMOVAL LLC	GF-APR16 RUBBISH PICKUP-HWY 52	322743	1	289.25
59061	GATOR RUBBISH REMOVAL LLC	CEM-APR16 RUBBISH PICKUP	322744	1	87.00
59061	GATOR RUBBISH REMOVAL LLC	GF-APR16 RUBBISH PICKUP-LANCASTER PARK	322745	1	87.00
59061	GATOR RUBBISH REMOVAL LLC	GF-APR16 RUBBISH PICKUP-KOSHIO PARK	322746	1	72.00
59061	GATOR RUBBISH REMOVAL LLC	GF-APR16 RUBBISH PICKUP-ROADSIDE PARK	322747	1	72.00
59061	GATOR RUBBISH REMOVAL LLC	GF-MAR/APR16 RUBBISH PICKUP-CHESTNUT & PARK	323581	1	159.00
59061	GATOR RUBBISH REMOVAL LLC	GF-APR16 RUBBISH PICKUP/FINANCE CHG-B&G	323667	1	4.30
Total 59061:					1,517.00
59062	GOLF & SPORT SOLUTIONS, LLC	CPR-INFIELD CONDITIONERS,RAPID DRY-ATHLETIC	24354	1	312.50
Total 59062:					312.50
59063	HD SUPPLY WATERWORKS, LTD	UF-GASKETS,SLEEVE.MEGAPLUG,RESTR	F353836	1	134.46
Total 59063:					134.46

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
59064	HYDRO RESOURCES	UF-WELL #7 PUMP/MOTOR/INSTALLATION-WELLS	863667	1	32,598.00
Total 59064:					32,598.00
59065	K&B SOLUTIONS	GF-STICKER BADGE-POLICE	1155	1	148.85
Total 59065:					148.85
59066	KONICA MINOLTA BUSINESS	GF-MAR/APR16 C228E COPIER/FINANCE-IT	239206073	1	180.98
59066	KONICA MINOLTA BUSINESS	GF-MAR/APR16 C228E COPIES-FINANCE	239206073	2	65.43
59066	KONICA MINOLTA BUSINESS	GF-MAR/APR16 C228E COPIES-COURT	239206073	3	8.72
59066	KONICA MINOLTA BUSINESS	UF-MAR/APR16 C228E COPIES-UTIL BILLING	239206073	4	13.09
Total 59066:					268.22
59067	LYNN BROWN	GF-GREELEY/COURT-POLICE	MILEAGE 04	1	29.16
Total 59067:					29.16
59068	MAC EQUIPMENT INC	GF-HUSTLER ZERO TURN MOWER X-ONE 60-B&G	113476	1	8,899.70
Total 59068:					8,899.70
59069	NEOGOV	GF-UTIL BILLING CLERK POSITION-HR	INV17430	1	175.00
Total 59069:					175.00
59070	PLAINS EAST MECHANICAL SERVI	CPR-COMPRESSOR FOR WALK IN REFRIGERATOR-COMCTR	1362	1	1,755.00
Total 59070:					1,755.00
59071	SYNERGETIC SYSTEMS, LLC	GF-NEW EMPLOYEE TESTING-POLICE	7618	1	300.00
Total 59071:					300.00
59072	TODD HODGES DESIGN, LLC	GF-04/04/16-04/15/16 PLANNING SVCS	2873	1	6,425.00
59072	TODD HODGES DESIGN, LLC	GF-04/04/16-04/15/16 ECON DEV	2873	2	2,031.25
59072	TODD HODGES DESIGN, LLC	GF-04/04/16-04/15/16 TRI-STATE ADM2015-004	2873	3	31.25
59072	TODD HODGES DESIGN, LLC	GF-04/04/16-04/15/16 MOUNTAIN SKY PPL2016-001	2873	4	153.75
59072	TODD HODGES DESIGN, LLC	GF-04/04/16-04/15/16 THOMAS PETROLIUM SPR2015-002	2873	5	125.00
59072	TODD HODGES DESIGN, LLC	GF-04/04/16-04/15/16 WENDY'S SPR2015-002	2873	6	83.75
Total 59072:					8,850.00
59073	UNITED POWER	GF-MAR'16 ELECTRIC-EMERG SIREN	10553102 M	1	19.47
59073	UNITED POWER	GF-MAR'16 ELECTRIC-WELCOME FLSH	1196401 MA	1	30.42
59073	UNITED POWER	GF-MAR'16 ELECTRIC-SCH SIGNAL	1279801 MA	1	20.92
59073	UNITED POWER	GF-MAR'16 ELECTRIC-VERIZON BLDG	14427100 M	1	177.44
59073	UNITED POWER	GF-MAR'16 ELECTRIC-TORN SIREN	15232500 M	1	17.01
59073	UNITED POWER	GF-MAR'16 ELECTRIC-HERITAGE PARK	17761600 M	1	16.00
59073	UNITED POWER	GF-MAR'16 ELECTRIC-LANCASTER SPRINK	17868800 M	1	16.00
59073	UNITED POWER	UF-MAR'16 ELECTRIC-WELL#7	18498400 M	1	38.47
59073	UNITED POWER	GF-MAR'16 ELECTRIC-SIGN 70110&70111	726705 MAR	1	16.00
59073	UNITED POWER	UF-MAR'16 ELECTRIC-WATER TANKS	7280200 MA	1	17.79
59073	UNITED POWER	UF-MAR'16 ELECTRIC-WTR TRMT PLANT	803908 MAR	1	4,567.04

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59073:					4,936.56
59074	WELD COUNTY DETENTION	GF-251854 03/29/16 DETENTION SVCS-COURT	MAR16 DET	1	53.64
Total 59074:					53.64
59075	ADVANCED EXERCISE	RC-VARIOUS CARDIO FITNESS EQUIPMENT-REC	24528	1	19,100.00
Total 59075:					19,100.00
59076	AFLAC	GF-APR16 SUPPLEMENTAL INS	827519	1	892.74
Total 59076:					892.74
59077	ALL AROUND SPORTS, LLC	REC-2.5 X3 POSTER-FALL 16	47044	1	225.00
Total 59077:					225.00
59078	ANDREW J ADAME	REC-DJ FOR TEEN ACTIVITY-TEENS	04.09.16 DJ	1	150.00
Total 59078:					150.00
59079	ANTHEM BLUE CROSS	GF-MAY16 EAP PROG-GOLF	000709875G	1	55.00
59079	ANTHEM BLUE CROSS	GF-MAY16 EAP PROG-LIBRARY	000709875G	2	35.20
59079	ANTHEM BLUE CROSS	GF-MAY16 EAP PROG	000709875G	3	279.40
Total 59079:					369.60
59080	ARAMARK UNIFORM SERVICES IN	CPR-DOOR MAT SERVICE	492279823	1	46.78
59080	ARAMARK UNIFORM SERVICES IN	REC-DOOR MAT SERVICE	492279823	2	46.77
59080	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-B&G	492279823	3	86.80
59080	ARAMARK UNIFORM SERVICES IN	GF-DOOR MAT SERVICE-CITY HALL	492279824	1	35.73
59080	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-SHOP	492279824	2	116.91
Total 59080:					332.99
59081	CO BUREAU OF INVESTIGATION	REC-2 EMPLOYEE FINGERPRINT CK-CHILD CARE	04.20.16 FIN	1	79.00
Total 59081:					79.00
59082	CO DEPT OF HUMAN SERVICES	REC-2 EMPLOYEE BACKGROUND CK-REC CTR	04.20.16 BA	1	56.00
Total 59082:					56.00
59083	COMCAST BUSINESS	GC-4/15-5/14 PHONE-GOLF COURSE	42508168	1	210.51
59083	COMCAST BUSINESS	GF-4/15-5/14 PHONE SVC-ADMIN SVCS	42508168	2	77.04
59083	COMCAST BUSINESS	GF-4/15-5/14 PHONE-LEGISLATIVE	42508168	3	57.63
59083	COMCAST BUSINESS	GF-4/15-5/14 PHONE-COURT	42508168	4	57.63
59083	COMCAST BUSINESS	GF-4/15-5/14 PHONE-CLERK	42508168	5	19.21
59083	COMCAST BUSINESS	GF-4/15-5/14 PHONE-HR	42508168	6	38.42
59083	COMCAST BUSINESS	GF-4/15-5/14 PHONE-CITY ADMIN	42508168	7	38.42
59083	COMCAST BUSINESS	GF-4/15-5/14 PHONE-FINANCE	42508168	8	78.76
59083	COMCAST BUSINESS	GF-4/15-5/14 PHONE-IT	42508168	9	38.42
59083	COMCAST BUSINESS	GF-4/15-5/14 PHONE-PD	42508168	10	403.41
59083	COMCAST BUSINESS	GF-4/15-5/14 PHONE-PD COMM SVCS	42508168	11	19.21

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
59083	COMCAST BUSINESS	GF-4/15-5/14 PHONE-PD RECORDS	42508168	12	19.21
59083	COMCAST BUSINESS	GF-4/15-5/14 PHONE-SHOP	42508168	13	63.14
59083	COMCAST BUSINESS	GF-4/15-5/14 PHONE-STREETS	42508168	14	4.80
59083	COMCAST BUSINESS	GF-4/15-5/14 PHONE-B&G	42508168	15	82.15
59083	COMCAST BUSINESS	GF-4/15-5/14 PHONE-BLDG INSP	42508168	16	19.21
59083	COMCAST BUSINESS	GF-4/15-5/14 PHONE-PLANNING	42508168	17	96.05
59083	COMCAST BUSINESS	GF-4/15-5/14 PHONE-CODE ENF	42508168	18	19.21
59083	COMCAST BUSINESS	CPR-4/15-5/14 PHONE-COM CENTER	42508168	19	125.88
59083	COMCAST BUSINESS	CPR-4/15-5/14 PHONE-SENIORS	42508168	20	62.94
59083	COMCAST BUSINESS	CPR-4/15-5/14 PHONE-MUSEUM	42508168	21	62.86
59083	COMCAST BUSINESS	UF-4/15-5/14 PHONE-W LINES	42508168	22	9.61
59083	COMCAST BUSINESS	UF-4/15-5/14 PHONE-S LINES	42508168	23	4.80
59083	COMCAST BUSINESS	UF-4/15-5/14 PHONE-WWTP	42508168	24	58.30
59083	COMCAST BUSINESS	UF-4/15-5/14 PHONE-UB	42508168	25	36.50
59083	COMCAST BUSINESS	RC-4/15-5/14 PHONE-REC	42508168	26	283.17
Total 59083:					1,986.49
59084	FASTENAL COMPANY 01COFTL	UF-RATCHET,FASTENERS-WATERLINE	COFTL11981	1	53.53
Total 59084:					53.53
59085	FIRST CLASS SECURITY SYSTEMS	REC-VIDEO SYSTEM REPAIRS	91964	1	217.50
Total 59085:					217.50
59086	HD SUPPLY WATERWORKS, LTD	UF-BALL VALVE-WATERLINE	F394765	1	303.76
Total 59086:					303.76
59087	HERITAGE TITLE	UF-302 PACIFIC AVE UTIL REFUND	44200001 R	1	67.31
Total 59087:					67.31
59088	HUGO MONTANO	REC-BASEBALL REFUND	2005370.001	1	75.00
Total 59088:					75.00
59089	J & T CONSULTING INC	UF-JAN-APR16 WATER ENGINEERING	1857	1	3,421.35
Total 59089:					3,421.35
59090	JAZMINE LIRA	REC-REFUND SHELTER RENTAL	2005375.001	1	30.00
Total 59090:					30.00
59091	JOSEPH DERTINA	GF-MILEAGE TO GREELEY/EVENT COORD	03.29.16 EV	1	18.20
Total 59091:					18.20
59092	LEGACY SCHOOL OF DANCE	REC-BUSINESS CARD SIZE AD-RECITAL PROG	0030	1	100.00
Total 59092:					100.00
59093	LISA MALY	REC-BASEBALL REFUND	2005372.001	1	65.00

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59093:					65.00
59094	MEANDERING WITH MARY	CPR-CASINO TRIPS-SENIORS	4.12.16	1	156.00
Total 59094:					156.00
59095	METROWEST NEWSPAPERS	GF-MAR16 PAYABLES-FINANCE	25401951 03	1	103.40
59095	METROWEST NEWSPAPERS	GF-SUPPLEMENTAL BUDGET-FINANCE	25401951 03	2	11.88
59095	METROWEST NEWSPAPERS	GF-UNCLAIMED PROPERTY-FINANCE	25401951 04	1	32.12
59095	METROWEST NEWSPAPERS	GF-BUDGET NOTICE-FINANCE	25401951-03	1	10.12
59095	METROWEST NEWSPAPERS	GF-ORD 2016-996 WATER SEWER RATES-FINANCE	25401951-03	2	13.64
59095	METROWEST NEWSPAPERS	GF-ORD 2016-997 BACKYARD BEES-PLANNING	25401951-03	3	14.52
Total 59095:					185.68
59096	MUTUAL OF OMAHA	GF-MAY'16 LTD PREM FOR LIB & GOLF	519115409	1	178.53
59096	MUTUAL OF OMAHA	GF-MAY'16 LTD PREM-ADMIN SVCS	519115409	2	15.66
59096	MUTUAL OF OMAHA	GF-MAY'16 LTD PREM-COURT	519115409	3	24.71
59096	MUTUAL OF OMAHA	GF-MAY'16 LTD PREM-CITY CLERK	519115409	4	18.13
59096	MUTUAL OF OMAHA	GF-MAY'16 LTD PREM-HR	519115409	5	30.22
59096	MUTUAL OF OMAHA	GF-MAY'16 LTD PREM-CITY ADMIN	519115409	6	40.53
59096	MUTUAL OF OMAHA	GF-MAY'16 LTD PREM-FINANCE	519115409	7	60.65
59096	MUTUAL OF OMAHA	GF-MAY'16 LTD PREM-IT	519115409	8	21.11
59096	MUTUAL OF OMAHA	GF-MAY'16 LTD PREM-POLICE	519115409	9	209.31
59096	MUTUAL OF OMAHA	GF-MAY'16 LTD PREM-COMM SVC	519115409	10	10.08
59096	MUTUAL OF OMAHA	GF-MAY'16 LTD PREM-RECORDS	519115409	11	12.42
59096	MUTUAL OF OMAHA	GF-MAY'16 LTD PREM-STREETS	519115409	12	50.56
59096	MUTUAL OF OMAHA	GF-MAY'16 LTD PREM-B&G	519115409	13	36.40
59096	MUTUAL OF OMAHA	GF-MAY'16 LTD PREM-PLANNING	519115409	14	48.20
59096	MUTUAL OF OMAHA	GF-MAY'16 LTD PREM-CODE	519115409	15	9.36
59096	MUTUAL OF OMAHA	CPR-MAY'16 LTD PREM-COMM CTR	519115409	16	44.98
59096	MUTUAL OF OMAHA	CPR-MAY'16 LTD PREM-SENIORS	519115409	17	10.48
59096	MUTUAL OF OMAHA	UF-MAY'16 LTD PREM-WATER LINES	519115409	18	38.93
59096	MUTUAL OF OMAHA	UF-MAY'16 LTD PREM-SEWER LINES	519115409	19	34.96
59096	MUTUAL OF OMAHA	UF-MAY'16 LTD PREM-STORM DRAIN	519115409	20	2.68
59096	MUTUAL OF OMAHA	REC-MAY'16 LTD PREM-REC	519115409	21	57.01
59096	MUTUAL OF OMAHA	CEM-MAY'16 LTD PREM-CEM	519115409	22	6.97
59096	MUTUAL OF OMAHA	GF-MAY'16 LI & AD&D PREM FOR LIB & GOLF	519115409	23	123.01
59096	MUTUAL OF OMAHA	GF-MAY'16 LI & AD&D PREM-ADMIN SVCS	519115409	24	11.97
59096	MUTUAL OF OMAHA	GF-MAY'16 LI & AD&D PREM-COURT	519115409	25	19.04
59096	MUTUAL OF OMAHA	GF-MAY'16 LI & AD&D PREM-CITY CLERK	519115409	26	13.87
59096	MUTUAL OF OMAHA	GF-MAY'16 LI & AD&D PREM-HR	519115409	27	22.98
59096	MUTUAL OF OMAHA	GF-MAY'16 LI & AD&D PREM-CITY ADMIN	519115409	28	24.31
59096	MUTUAL OF OMAHA	GF-MAY'16 LI & AD&D PREM-FINANCE	519115409	29	43.50
59096	MUTUAL OF OMAHA	GF-MAY'16 LI & AD&D PREM-IT	519115409	30	16.15
59096	MUTUAL OF OMAHA	GF-MAY'16 LI & AD&D PREM-POLICE	519115409	31	160.13
59096	MUTUAL OF OMAHA	GF-MAY'16 LI & AD&D PREM-COMM SVC	519115409	32	7.69
59096	MUTUAL OF OMAHA	GF-MAY'16 LI & AD&D PREM-RECORDS	519115409	33	9.54
59096	MUTUAL OF OMAHA	GF-MAY'16 LI & AD&D PREM-STREETS	519115409	34	38.90
59096	MUTUAL OF OMAHA	GF-MAY'16 LI & AD&D PREM-B&G	519115409	35	28.11
59096	MUTUAL OF OMAHA	GF-MAY'16 LI & AD&D PREM-PLANNING	519115409	36	36.85
59096	MUTUAL OF OMAHA	GF-MAY'16 LI & AD&D PREM-CODE	519115409	37	4.69
59096	MUTUAL OF OMAHA	CPR-MAY'16 LI & AD&D PREM-COMM CTR	519115409	38	34.11
59096	MUTUAL OF OMAHA	CPR-MAY'16 LI & AD&D PREM-SENIORS	519115409	39	7.98
59096	MUTUAL OF OMAHA	UF-MAY'16 LI & AD&D PREM-WATER LINES	519115409	40	29.83

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
59096	MUTUAL OF OMAHA	UF-MAY'16 LI & AD&D PREM-SEWER LINES	519115409	41	26.87
59096	MUTUAL OF OMAHA	UF-MAY'16 LI & AD&D PREM-STORM DRAIN	519115409	42	2.04
59096	MUTUAL OF OMAHA	REC-MAY'16 LI & AD&D PREM-REC	519115409	43	43.78
59096	MUTUAL OF OMAHA	CEM-MAY'16 LI & AD&D PREM-CEM	519115409	44	5.31
59096	MUTUAL OF OMAHA	GF-MAY'16 ADD'L LI/AD&D PREM-HR	519115409	45	1,221.14
Total 59096:					2,893.68
59097	NORTHERN COLO CONSTRUCTOR	GF-AM2015-125 14TH & FACTORY CONSTRUCTION -STREETS	16-1142	1	387,793.39
59097	NORTHERN COLO CONSTRUCTOR	SSTX-AM2015-125 14TH & FACTORY CONSTRUCTION-STREETS	16-1142	2	89,931.76
59097	NORTHERN COLO CONSTRUCTOR	UF-AM2015-125 14TH & FACTORY CONSTRUCTION -WLINES	16-1142	3	18,458.25
59097	NORTHERN COLO CONSTRUCTOR	UF-AM2015-125 14TH & FACTORY CONSTRUCTION -SLINES	16-1142	4	4,706.25
59097	NORTHERN COLO CONSTRUCTOR	SWDF-AM2015-125 14TH & FACTORY CONSTRUCTION-SDRAIN	16-1142	5	25,575.90
59097	NORTHERN COLO CONSTRUCTOR	GF-PO 2806 14TH STREET PROJECT	16-1142	6	23,886.25-
59097	NORTHERN COLO CONSTRUCTOR	UF-PO 2806 14TH STREET PROJECT	16-1142	7	1,158.23-
59097	NORTHERN COLO CONSTRUCTOR	STX-PO 2806 14TH STREET PROJECT	16-1142	8	1,278.80-
Total 59097:					500,142.27
59098	PEPSI-COLA COMPANY	REC-DRINKS FOR CENTER- REC CTR	84058512	1	448.80
Total 59098:					448.80
59099	RICHELLE BREEDLOVE	REC-LEGACY DANCE REFUND	2005369.001	1	26.25
Total 59099:					26.25
59100	SMASH ATHLETICS	CPR-T-BALL UNIFORMS-ATHLETIC	9915	1	625.06
59100	SMASH ATHLETICS	CPR-COACH PITCH UNIFORMS-ATHLETIC	9916	1	647.90
59100	SMASH ATHLETICS	CPR-YOUTH SOFTBALL UNIFORMS-ATHLETIC	9917	1	433.32
Total 59100:					1,706.28
59101	TAMMY BEGEMAN	REC-SPRING VOLLEYBALL REFUND	2005368.001	1	55.00
Total 59101:					55.00
59102	THE CONSOLIDATED MUTUAL	UF-2016 PERRY PIT LEASE	04.22.16 PE	1	86,214.37
Total 59102:					86,214.37
59103	TOSHIBA FINANCIAL SERVICES	GF-MAR/APR16 COPIER LEASE-IT	302780465	1	212.96
59103	TOSHIBA FINANCIAL SERVICES	GF-MAR/APR16 COPIES-IT	302780465	2	68.60
59103	TOSHIBA FINANCIAL SERVICES	GOLF-MAR/APR16 COPIER LEASE	302780465	3	197.36
Total 59103:					478.92
59104	TYLER TECHNOLOGIES	GF-LICENSING FEE-PLANNING	025-151974	1	850.00
59104	TYLER TECHNOLOGIES	GF-TICKET WRITER UNIT-PLANNING	025-151974	2	1,638.00
59104	TYLER TECHNOLOGIES	GF-PRINTER CRADLE-PLANNING	025-151974	3	720.00
59104	TYLER TECHNOLOGIES	GF-TYLER TECHNOLOGIES BRAZOS ANNUAL RENEWAL FOR PD-IT	025-153314	1	3,550.00

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59104:					6,758.00
59105	UNIFIED TITLE COMPANY	UF-1227 6TH AVE OVERPAYMENT-UTILITY	22172001 R	1	96.15
Total 59105:					96.15
59106	UNITED POWER	UF-3/16-4/14 ELECTRIC-WTR TANK&PUMP	1195501 AP	1	1,134.55
59106	UNITED POWER	GF-3/16-4/14 ELECTRIC-B&G SPRINKLER CONTROL	1207701 AP	1	17.12
59106	UNITED POWER	GF-3/16-4/14 ELECTRIC-B&G 10 HP PUMP	1223101 AP	1	16.00
59106	UNITED POWER	UF-3/16-4/14 ELECTRIC-SEWER LIFT STA	1240301 AP	1	267.66
59106	UNITED POWER	GF-3/16-4/14 ELECTRIC-PEARSON PK BALLFIELD	1241801 AP	1	335.75
59106	UNITED POWER	GF-3/16-4/14 ELECTRIC-PEARSON PK	1241903 AP	1	143.79
59106	UNITED POWER	UF-3/16-4/14 ELECTRIC-WELL #4	1276101 AP	1	549.29
59106	UNITED POWER	CPR-3/16-4/14 ELECTRIC-MUSEUM	1295501 AP	1	62.29
59106	UNITED POWER	UF-3/16-4/14 ELECTRIC-WELL #5	1296101 AP	1	269.56
59106	UNITED POWER	GF-3/16-4/14 ELECTRIC-1ST & MCKINLEY TR SIG	1299501 AP	1	112.04
59106	UNITED POWER	GF-3/16-4/14 ELECTRIC-CITY HALL	1302801 AP	1	1,122.39
59106	UNITED POWER	UF-3/16-4/14 ELECTRIC-WELL #1	1302901 AP	1	223.17
59106	UNITED POWER	UF-3/16-4/14 ELECTRIC-WELL #3	1316801 AP	1	1,001.63
59106	UNITED POWER	GF-3/16-4/14 ELECTRIC-STREET LIGHTS	1322501 AP	1	6,190.64
59106	UNITED POWER	CEM-3/16-4/14 ELECTRIC-CEMETERY	1360303 AP	1	51.44
59106	UNITED POWER	CPR-3/16-4/14 ELECTRIC-REC SIGN	13842400 AP	1	51.89
59106	UNITED POWER	GF-3/16-4/14 ELECTRIC-S LIFT STATION	18057500 AP	1	530.50
59106	UNITED POWER	GF-3/16-4/14 ELECTRIC-FT LUPTON FLASH	3399301 AP	1	49.54
59106	UNITED POWER	CPR-25% 3/16-4/14 ELECTRIC-COMM CTR	6779701 AP	1	1,688.59
59106	UNITED POWER	REC-75% 3/16-4/14 ELECTRIC-REC	6779701 AP	2	5,065.75
59106	UNITED POWER	UF-3/16-4/14 ELECTRIC-WWTP	704901 APR	1	8,146.34
59106	UNITED POWER	GF-3/16-4/14 ELECTRIC-GAZEBO	7225800 AP	1	17.57
59106	UNITED POWER	GF-3/16-4/14 ELECTRIC-SHOP	733101 APR	1	285.10
59106	UNITED POWER	UF-3/16-4/14 ELECTRIC-WELL #13	762901 APR	1	602.95
59106	UNITED POWER	UF-3/16-4/14 ELECTRIC-N LIFT STATION	8976200 AP	1	646.55
Total 59106:					28,582.10
59107	UNIVERSITY OF COLORADO HEAL	GF-CLIENT TESTING-POLICE	2013483006	1	442.00
Total 59107:					442.00
59108	WILSON TROPHY COMPANY	REC-5K MEDALS FOR RUN	A16-02619	1	184.50
Total 59108:					184.50
59109	XCEL ENERGY-GAS	GF-MAR/APR16 GAS USAGE-GOV BLDG	5320352381	1	181.47
Total 59109:					181.47
9001266	FIRE & POLICE PENSION ASC	GF-04/15/16 FPPA CONTRIBUTIONS-POLICE	FPPA CONT	1	859.41 M
Total 9001266:					859.41
Grand Totals:					734,591.65

PURCHASE CARD TRANSACTIONS MARCH 2016

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
3/9/2016	VISTAPR*VISTAPRINT.C	866-8936743	GF-BUSN CARDS-PLANNING	\$14.98
3/9/2016	VISTAPR*VISTAPRINT.C	866-8936743	GF-BUSN CARDS-PLANNING	\$14.98
3/9/2016	VISTAPR*VISTAPRINT.C	866-8936743	GF-BUSN CARDS-PLANNING	\$19.39
3/10/2016	SAFEWAY STORE	00010 FT LUPTON	GF-PLASTIC WRAP-LEGIST	\$0.99
3/10/2016	SAFEWAY STORE	00010 FT LUPTON	GF-CHOCOLATE CANDY-LEGIST	\$3.01
3/10/2016	SAFEWAY STORE	00010 FT LUPTON	GF-CAKE PANS-LEGIST	\$2.79
3/10/2016	SAFEWAY STORE	00010 FT LUPTON	GF-DELI SERVICE CHEESE-LEGIST	\$2.24
3/10/2016	SAFEWAY STORE	00010 FT LUPTON	GF-DELI SERVICE CHEESE-LEGIST	\$1.89
3/10/2016	SAFEWAY STORE	00010 FT LUPTON	GF-DELI SERVICE CHEESE-LEGIST	\$4.58
3/10/2016	SAFEWAY STORE	00010 FT LUPTON	GF-DELI BULK MEAT-LEGIST	\$4.41
3/10/2016	SAFEWAY STORE	00010 FT LUPTON	GF-DELI BULK MEAT-LEGIST	\$5.14
3/10/2016	SAFEWAY STORE	00010 FT LUPTON	GF-LUNCH ROLLS-LEGIST	\$2.49
3/10/2016	SAFEWAY STORE	00010 FT LUPTON	GF-FRESH FRUIT-LEGIST	\$9.99
3/10/2016	SAFEWAY STORE	00010 FT LUPTON	GF-EVERYDAY CARDS-LEGIST	\$0.99
3/10/2016	SAFEWAY STORE	00010 FT LUPTON	GF-EVERYDAY CARDS-LEGIST	\$0.99
3/10/2016	SAFEWAY STORE	00010 FT LUPTON	GF-MISC CHG-LEGIST	\$4.78
3/16/2016	OFFICE DEPOT #1080	800-463-3768	GF-NOTEPRO PLANNER-STREETS	\$143.01
3/16/2016	OFFICE DEPOT #1080	800-463-3768	GF-BINDER-ADIM	\$25.99
3/16/2016	OFFICE DEPOT #1080	800-463-3768	GF-STIRRERS-ADMIN	\$4.31
3/16/2016	OFFICE DEPOT #1080	800-463-3768	GF-NOTE,OD YELLOW-ADMIN	\$3.16
3/16/2016	OFFICE DEPOT #1080	800-463-3768	GF-PLATE,COATED,9",120PK-ADMIN	\$7.06
3/16/2016	OFFICE DEPOT #1080	800-463-3768	GF-REFILL,PRE-INK,2PK,BLUE-ADMIN	\$2.66
3/16/2016	OFFICE DEPOT #1080	800-463-3768	GF-STAPLE-ADMIN	\$15.48
3/16/2016	OFFICE DEPOT #1080	800-463-3768	GF-FOLDERS,FILE-ADMIN	\$5.96
3/16/2016	OFFICE DEPOT #1080	800-463-3768	GF-BATTERY,AAA,ENERGIZER-ADMIN	\$6.72
3/19/2016	OFFICE DEPOT #1080	800-463-3768	GF-STAMP,INKED,"POSTED",RED-FINANCE	\$10.39
3/21/2016	OFFICE DEPOT #1080	800-463-3768	GF-PENCIL,#2 POLY LEAD-FINANCE	\$4.17
3/21/2016	OFFICE DEPOT #1080	800-463-3768	GF-ENVELOPE,#10,WIN,24#,500CT,WHT-FINANCE	\$60.25
3/30/2016	ARROW OFFICE EQUIPM	03034470500	GF-INK CRTDG,SPOONS-ADMIN	\$106.86
			GF-LGL FILES,CARDS,LEGAL PAD-ADMIN	\$20.44
			GF-LEGAL FILES, FASTENERS-PLANNING	\$95.74
3/30/2016	OFFICE DEPOT #1080	800-463-3768	GF-STAND,MONITOR,ADJUSTABLE-COURT	\$28.06
3/30/2016	OFFICE DEPOT #1080	800-463-3768	GF-PAD,REPLACEMENT P30,RD-COURT	\$6.49
3/30/2016	OFFICE DEPOT #1080	800-463-3768	GF-INK,951CMY/950XL,COMBO,HP-COURT	\$92.87
			CLERK/ADMIN	\$733.26
3/21/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-ADAPTER INSERT-SHOP	\$1.79
3/4/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-FASTENERS-STREETS	\$3.50
3/10/2016	THE HOME DEPOT #154 BRIGHTON		CEM-2X6-8 KD DF	\$5.29
3/10/2016	THE HOME DEPOT #154 BRIGHTON		CEM-2X6-8 KD DF	\$5.29
3/10/2016	THE HOME DEPOT #154 BRIGHTON		CEM-2X6-10 KD DF	\$6.62
3/10/2016	THE HOME DEPOT #154 BRIGHTON		CEM-2X6-10 KD DF	\$6.62
3/10/2016	THE HOME DEPOT #154 BRIGHTON		CEM-2X6-10 KD DF	\$6.62
3/10/2016	THE HOME DEPOT #154 BRIGHTON		CEM-CORNER BRACE	\$32.11
3/10/2016	ACE HARDWARE OF FOF FORT LUPTON		CEM-MENDING PLATES,FASTENERS	\$16.81
3/11/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-PICKUP TOOL,PHILLIPS WS	\$15.48
3/15/2016	ACE HARDWARE OF FOF FORT LUPTON		UF-RECIP BLADE-WL	\$16.99
3/16/2016	ACE HARDWARE OF FOF FORT LUPTON		UF-DUCT TAPE,TRASH BAGS-WL	\$20.48
3/17/2016	ACE HARDWARE OF FOF FORT LUPTON		CEM-GATORGRIP RUB BRICK	\$14.99
3/21/2016	ACE HARDWARE OF FOF FORT LUPTON		CEM-QUIKRETE,PALLET CHARGE	\$22.06
3/28/2016	FASTENAL COMPANY01	FORT LUPTON	CEM-GRADE5ZINCFINISHHEXCAPSCREW	\$9.44
3/28/2016	FASTENAL COMPANY01	FORT LUPTON	CEM-ZINCFINISHGRADE5FINISHEDHEXNUT	\$1.80
3/15/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-MARKING PAINT,PIK STIKS-STREETS	\$92.39
3/11/2016	WAE FORT LUPTON	FORT LUPTON	UF-COMPRSD NATL GAS-WL	\$30.57
3/23/2016	SUBWAY 03162815	FORT LUPTON	UF-FOOD FOR MEETING-WL	\$29.93
3/23/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-STREETS	\$50.38
3/24/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-STREETS	\$50.64
3/24/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-STREETS	\$31.07
3/25/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-KEYS MADE-SHOP	\$24.90
3/1/2016	O.C.P.O. /C.E.C.T.I.	303-3948994	UF-D-2 EXAM-WL	\$60.00
3/4/2016	ACE HARDWARE OF FOF FORT LUPTON		UF-HAMMER HANDLE-WL	\$6.49
3/9/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-TRASH BAGS-SHOP	\$14.99
3/11/2016	ACE HARDWARE OF FOF FORT LUPTON		UF-SCRAPER,PRY BAR-WL	\$35.97

PURCHASE CARD TRANSACTIONS MARCH 2016

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
3/14/2016	ACE HARDWARE OF FOF FORT LUPTON		UF-MARKER PAINT,BAGS,HACKSAW,TAPE,TOWELS-WL	\$40.65
3/16/2016	SHELL OIL 5744442070	FORT LUPTON	UF-UNL REG 86/87 OC-WL	\$50.95
3/21/2016	ACE HARDWARE OF FOF FORT LUPTON		UF-IRRG METER-WL	\$16.11
3/1/2016	ACE HARDWARE OF FOF FORT LUPTON		UF-BATTERY,CABLE,FASTENERS-SL	\$12.80
			UF-BATTERY,CABLE,FASTENERS-WL	\$12.79
3/16/2016	PAYPAL *GOTYOURPART 4029357733		UF-2015 GMC TRUCK LAMP-WL	\$52.44
3/23/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-STREETS	\$0.02
3/25/2016	EREPLACEMENTPARTS.C 8668026383		GF-DRIVE DECK FOR WELDER-SHOP	\$57.96
			PUBLIC WORKS	\$863.56
3/2/2016	AMAZON MKTPLACE PM1 AMZN.COM/BILL		GOLF-SQUARETRADE 2-YEAR TABLET PROTECTIO	\$89.08
3/3/2016	AMAZON MKTPLACE PM1 AMZN.COM/BILL		GOLF-APPLE IPAD AIR MD788LL/A (16GB, WI	\$628.00
3/4/2016	PAYPAL *REG	4029357733	GF-POWERISO	\$29.95
3/8/2016	AMAZON.COM	AMZN.COM/BILL	REC-TRENDNET MINI-GBIC MULTI-MODE SX MO	\$169.95
3/8/2016	AMAZON.COM	AMZN.COM/BILL	GF-SALES TAX-IT	\$4.95
3/9/2016	AMAZON.COM	AMZN.COM/BILL	GF-REFUND SALES TAX-IT	-\$4.95
3/9/2016	AMAZON.COM	AMZN.COM/BILL	GF-SALES TAX REFUND-B&G	-\$4.35
3/9/2016	AMAZON MKTPLACE PM1 AMZN.COM/BILL		GF-SALES TAX REFUND-B&G	-\$3.77
3/14/2016	COUNTERTRADE PRODU 03034249710		GF-XTRA MEMORY-FINANCE	\$32.00
3/16/2016	WHOLLY STROMBOLI	FORT LUPTON	GF-IT MEETING-IT	\$37.42
3/18/2016	AMAZON.COM	AMZN.COM/BILL	REC-TRENDNET MINI-GBIC MULTI-MODE SX MO	\$33.99
3/21/2016	COUNTERTRADE PRODU 03034249710		GF-HDMI CONVERTER CABLE-IT	\$99.00
3/29/2016	AMAZON.COM	AMZN.COM/BILL	GF-STARTECH.COM DP2HDMM2MB DISPLAYPORT-IT	\$94.64
3/30/2016	AMAZON.COM	AMZN.COM/BILL	GF-STARTECH.COM DP2HDMM2MB DISPLAYPORT-FINANCE	\$23.66
3/24/2016	T J EXPRESS	FORT LUPTON	GF-UNL PRM-90/91OC	\$56.08
			CITY ADMIN/MAYOR	\$1,285.65
3/2/2016	WM SUPERCENTER #50. GREELEY		GF-PHONE CHARGER-COURT	\$21.27
			COURT	\$21.27
3/3/2016	RESTAURANT EQUIPPER 06144640505		GOLF-PO 2919 REPLACE GRIDDLE EQUIP	\$2,759.92
3/23/2016	GOVERNMENT FINANCE 312-977-9700		GF-GFOA AWARD BUDGET APPLICATION-FINANCE	\$280.00
			FINANCE	\$3,039.92
3/2/2016	INDEED	203-564-2400	GF-JOB POSTINGS-HR	\$56.98
3/3/2016	CBI ONLINE	08008820757	GF-NEW EMPLOYEE CHECK-HR	\$6.85
3/4/2016	BOULDER AREA HUM RE 303-443-3463		GF-NEW EMPLOYEE CHECK-HR	\$35.00
3/9/2016	CRAIGSLIST.ORG	04153995200	GF-JOB POSTINGS-HR	\$15.00
3/9/2016	CRAIGSLIST.ORG	04153995200	GF-JOB POSTINGS-HR	\$35.00
3/9/2016	CRAIGSLIST.ORG	04153995200	GF-JOB POSTINGS-HR	\$15.00
3/9/2016	FAST SIGNS OF LONG	LONGMONT	GF-BANNER FOR JOB FAIR-HR	\$205.76
3/15/2016	CRAIGSLIST.ORG	04153995200	GF-JOB POSTINGS-HR	\$35.00
3/4/2016	CRAIGSLIST.ORG	04153995200	GF-B&G MANAGER POSITION-HR	\$35.00
3/11/2016	KSE RADIO VENTURES I 03034051336		GF-RADIO AD FOR JOB FAIR	\$660.00
3/30/2016	CRAIGSLIST.ORG	04153995200	GF-UTIL BILLING CLERK JOB POSTING	\$15.00
			HR/ADMIN	\$1,114.59
2/29/2016	BSN*SPORT SUPPLY GR 806-527-7510		CPR-MACGREGOR MERCURY SOCCERBA-ATHLETIC	\$95.50
2/29/2016	BSN*SPORT SUPPLY GR 806-527-7510		CPR-MAC MOLDED SYNTHETIC SZ 3-ATHLETIC	\$152.80
2/29/2016	BSN*SPORT SUPPLY GR 806-527-7510		CPR-MAC BLACK PLASTIC WHISTLE-ATHLETIC	\$18.00
2/29/2016	BSN*SPORT SUPPLY GR 806-527-7510		CPR-MAC MOLDED SYNTHETIC SZ 3-ATHLETIC	\$229.20
2/29/2016	USPS 07322203930329	FORT LUPTON	REC-STAMPS	\$98.00
3/1/2016	RED ROBIN NO 419	LOVELAND	CPR-DIRECTORS LUNCH MEETING-ATHLETIC	\$14.57
3/4/2016	NATIONAL ACADEMY OF 8004606276		REC-EXERCISE DESIGN FOR SENIORS	\$298.00
3/8/2016	WM SUPERCENTER #16. BRIGHTON		CPR-12 ABS PEGS-ATHLETIC	\$19.40
3/9/2016	ACE HARDWARE OF FOF FORT LUPTON		CPR-CABLE TIES-ATHLETIC	\$12.99
3/9/2016	ACE HARDWARE OF FOF FORT LUPTON		CPR-FIELD PAINT,FLAG MARK PAINT,KEY-ATHLETIC	\$60.27
3/10/2016	ACE HARDWARE OF FOF FORT LUPTON		CPR-WEED KILLER-ATHLETIC	\$14.99
3/14/2016	K O S FITNESS	LITTLETON	REC-REC-POWER GRIP PLATES	\$288.00
3/18/2016	BSN*SPORT SUPPLY GR 806-527-7510		CPR-GROUND SOCKET W/CAP-ATHLETIC	\$175.25
3/18/2016	BSN*SPORT SUPPLY GR 806-527-7510		CPR-WILSON TDS COMPOSITE OFFIC-ATHLETIC	\$29.51
3/18/2016	BSN*SPORT SUPPLY GR 806-527-7510		CPR-TB16MK10 MKO AL-10 24/14-ATHLETIC	\$38.00
3/18/2016	BSN*SPORT SUPPLY GR 806-527-7510		CPR-TB16MK10 MKO AL-10 24/14-ATHLETIC	\$38.00
3/18/2016	BSN*SPORT SUPPLY GR 806-527-7510		CPR-TB16MK10 MKO AL-10 24/14-ATHLETIC	\$38.00
3/18/2016	BSN*SPORT SUPPLY GR 806-527-7510		CPR-TB16MK10 MKO AL-10 24/14-ATHLETIC	\$38.00
3/18/2016	BSN*SPORT SUPPLY GR 806-527-7510		CPR-TB16MK10 MKO AL-10 24/14-ATHLETIC	\$38.00
3/18/2016	BSN*SPORT SUPPLY GR 806-527-7510		CPR-TB16MK10 MKO AL-10 24/14-ATHLETIC	\$38.00
3/18/2016	BSN*SPORT SUPPLY GR 806-527-7510		CPR-TWINE REEL W/638' OF NYLON-ATHLETIC	\$23.39

PURCHASE CARD TRANSACTIONS MARCH 2016

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
3/21/2016	ACE HARDWARE OF FOF FORT LUPTON		CPR-XTRA HEAVY DUTY 5-ATHLETIC	\$15.89
3/22/2016	BSN*SPORT SUPPLY GR 806-527-7510		CPR-MAC #56 OFFICIAL TEE BALL-ATHLETIC	\$131.15
3/22/2016	BSN*SPORT SUPPLY GR 806-527-7510		CPR-BASEBALL SCOREBOOK-ATHLETIC	\$38.92
3/22/2016	BSN*SPORT SUPPLY GR 806-527-7510		CPR-LINE-UP CARDS 4-PART-ATHLETIC	\$65.50
3/22/2016	BSN*SPORT SUPPLY GR 806-527-7510		CPR-THROW DOWN BASES-5 PC ORAN-ATHLETIC	\$51.72
3/22/2016	ACE HARDWARE OF FOF FORT LUPTON		CPR-FIELD PAINT,PRES HOSE,WEED KILLER-ATHLETIC	\$104.57
3/30/2016	HASTY AWARDS OTTAWA		CPR-VOLBALL MEDALS-ATHLETIC	\$184.76
3/18/2016	FASTENAL COMPANY01 FORT LUPTON		GF 50LB BAG ROADRUNNER ICEMELT-B&G	\$42.58
3/22/2016	B & G EQUIPMENT INC GREELEY		GF-FUEL,AIR FILTER-B&G	\$43.91
3/22/2016	B & G EQUIPMENT INC GREELEY		GF-MISC CHG-B&G	\$2.20
3/24/2016	FASTENAL COMPANY01 FORT LUPTON		GF 50LB BAG ROADRUNNER ICEMELT-B&G	\$66.57
3/24/2016	FASTENAL COMPANY01 FORT LUPTON		GF 50LB BAG ROADRUNNER ICEMELT-B&G	\$32.58
3/10/2016	FT LUPTON 66 FORT LUPTON		GF-UNL REG 86/87 OC-B&G	\$41.69
3/18/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-ICE MELT-B&G	\$69.95
3/22/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-FASTENERS-B&G	\$0.80
3/22/2016	OREILLY AUTO 000448 FORT LUPTON		GF-EXT DR HANDL-B&G	\$28.64
3/22/2016	OREILLY AUTO 000448 FORT LUPTON		GF-EXT DR HANDL-B&G	\$28.64
3/22/2016	OREILLY AUTO 000448 FORT LUPTON		GF-DOR ROD CLIP-B&G	\$3.99
3/24/2016	FASTENAL COMPANY01 FORT LUPTON		GF-UTILITY VISITOR SPECTACLES-B&G	\$3.43
3/24/2016	FASTENAL COMPANY01 FORT LUPTON		GF-ORANGE VEST-B&G	\$11.99
3/24/2016	FASTENAL COMPANY01 FORT LUPTON		GF-50LBBAG ROADRUNNER ICEMELT-B&G	\$68.13
3/30/2016	FT LUPTON 66 FORT LUPTON		GF-UNL MID-88/89OC-B&G	\$7.67
3/1/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-RAKES-B&G	\$17.48
3/2/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-PAINT,DAWN,ROLLER-B&G	\$48.70
3/7/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-ORANGE STANDARD-B&G	\$5.19
3/8/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-BLADES,STANDARD DUTY,KNIFE-B&G	\$35.27
3/9/2016	CO DEPT OF REVENUE DENVER		GF-TEST FEES-B&G	\$1.27
3/9/2016	CO DEPT OF REVENUE DENVER		GF-TEST FEES-B&G	\$22.30
3/9/2016	CO DEPT OF REVENUE DENVER		GF-TEST FEES-B&G	\$1.14
3/9/2016	CO DEPT OF REVENUE DENVER		GF-TEST FEES-B&G	\$16.80
3/9/2016	CPS DISTRIBUTORS INC LONGMONT		GF-T-TOP LID-B&G	\$47.92
3/9/2016	CPS DISTRIBUTORS INC LONGMONT		GF-MARKING FLAGS,DEGREASER-B&G	\$43.26
3/11/2016	OREILLY AUTO 000448 FORT LUPTON		GF-OIL FILTER RTN-B&G	-\$6.52
3/11/2016	OREILLY AUTO 000448 FORT LUPTON		GF-FUEL FILTER RTN-B&G	-\$2.06
3/11/2016	OREILLY AUTO 000448 FORT LUPTON		GF-1QTMOTOROIL RTN-B&G	-\$10.58
3/11/2016	OREILLY AUTO 000448 FORT LUPTON		GF-QTJACKOIL-B&G	\$3.99
3/11/2016	OREILLY AUTO 000448 FORT LUPTON		GF-OIL FILTER-B&G	\$6.52
3/11/2016	OREILLY AUTO 000448 FORT LUPTON		GF-FUEL FILTER-B&G	\$2.06
3/11/2016	OREILLY AUTO 000448 FORT LUPTON		GF-1QTMOTOROIL-B&G	\$10.58
3/14/2016	OREILLY AUTO 000448 FORT LUPTON		GF-MIRROR ADHSV-B&G	\$3.79
3/17/2016	CARQUEST 3908 FORT LUPTON		GF-AIR,OIL,FUEL FILTERS-B&G	\$16.45
3/22/2016	RENEWABLE FIBER INC FORT LUPTON		GF-PLAYGROUND CHIPS-B&G	\$132.75
3/2/2016	SANTIAGOS MEXICAN R FORT LUPTON		CPR-WELDCO SENIOR MEETING	\$45.00
3/2/2016	KING SOOPERS #0105 FIRESTONE		CPR-FRUIT,ASSORTED CAKES-SENIOR	\$39.98
3/3/2016	CANDLELIGHT DINNER I JOHNSTOWN		CPR-DIRECTORS LUNCH-SENIOR	\$9.99
3/9/2016	KING SOOPERS #0105 FIRESTONE		CPR-FRUIT,DONUTS-SENIORS	\$19.57
3/15/2016	CHEESE IMPORTERS-TH LONGMONT		CPR-DIRECTORS LUNCH-SENIOR	\$37.18
3/16/2016	KING SOOPERS #0105 FIRESTONE		CPR-FRUIT,DONUTS-SENIORS	\$17.98
3/23/2016	KING SOOPERS #0105 FIRESTONE		CPR-FRUIT,DONUTS-SENIORS	\$16.06
3/25/2016	KING SOOPERS #0105 FIRESTONE		CPR-FRUIT,DONUTS-SENIORS	\$14.03
3/25/2016	GREELEY FREIGHT STAT GREELEY		CPR-ACTIVITY ADMISSION-SENIORS	\$60.00
3/25/2016	WAL-MART #0905 LONGMONT		REC-ITEMS FOR EASTER EGG HUNT	\$53.59
3/25/2016	DOUBLETREE RESTAUR/ PLATTEVILLE		CPR-DIRECTORS LUNCH-SENIOR	\$20.26
3/29/2016	USPS 07322203930329 FORT LUPTON		CPR-POSTAGE/SENIOR NEWSLETTER-SENIORS	\$200.90
3/30/2016	KING SOOPERS #0105 FIRESTONE		CPR-FRUIT,DONUTS-SENIORS	\$16.35
3/2/2016	BATTERY SOLUTIONS 800-852-8127		REC-IRECYCLE KIT 55 BATTERY SERVICE	\$109.95
3/2/2016	STAPLES DIRECT 800-3333330		REC-DESK ORGANIZER	\$87.49
3/2/2016	STAPLES DIRECT 800-3333330		REC-COPY PLUS COPY PAPER 8 1	\$107.98
3/2/2016	STAPLES DIRECT 800-3333330		REC-DISCOUNT	-\$48.00
3/3/2016	SAMS CLUB #4745 THORNTON		REC-BATTERIES	\$14.98
			REC-MUFFINS	\$44.46
3/15/2016	QUILL CORPORATION 800-982-3400		REC-DARK MAGIC/EB 24CNT KCUP	\$27.98
3/15/2016	QUILL CORPORATION 800-982-3400		CPR-FOLGERS FLAVOR FILTER DECAF-SENIORS	\$154.92

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Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
3/15/2016	SAMSClub #4770	EVANS	REC-SWIMPANTS	\$12.28
			CPR-FACIAL TISSUE	\$11.48
			CPR-COFFEE-SENIORS	\$9.53
3/16/2016	STAMPS.COM	855-608-2677	CPR-POSTAGE PROGRAM	\$17.99
3/16/2016	SAMSClub #4745	THORNTON	CPR-PLATES-SENIORS	\$11.18
			REC-CLOROX	\$18.44
			REC-MUFFINS	\$37.81
3/28/2016	SAMSClub #4777	DENVER	REC-CONCESSIONS	\$43.78
			REC-TISSUE	\$11.98
			CPR-CREAMER-SENIORS	\$5.98
2/29/2016	ACE HARDWARE OF FOF FORT LUPTON		REC-MURIATIC ACID	\$8.99
3/14/2016	IN *ELIFEGUARD, INC. 321-4333630		REC-WOMENS SHORTS	\$22.11
3/15/2016	ACE HARDWARE OF FOF FORT LUPTON		REC-FAN	\$19.99
3/17/2016	ACE HARDWARE OF FOF FORT LUPTON		REC-MOUNTING TAPE	\$7.49
3/26/2016	SAFEWAY STORE 00010 FT LUPTON		REC-NAPKINS TABLE TOP	\$3.98
3/26/2016	SAFEWAY STORE 00010 FT LUPTON		REC-CUPS TABLE TOP	\$5.99
3/26/2016	SAFEWAY STORE 00010 FT LUPTON		REC-PLATES TABLE TOP	\$5.98
3/26/2016	SAFEWAY STORE 00010 FT LUPTON		REC-ACCESSORIES TABLE TOP	\$3.58
3/26/2016	SAFEWAY STORE 00010 FT LUPTON		REC-DESSERT CAKES (BUTTER CREAM)	\$25.99
3/26/2016	SAFEWAY STORE 00010 FT LUPTON		REC-BALLOON BOUQUETS	\$17.88
3/26/2016	SAFEWAY STORE 00010 FT LUPTON		REC-MISC CHG	-\$27.40
2/29/2016	ACE HARDWARE OF FOF FORT LUPTON		REC-PAINT,ROLLER	\$98.01
3/1/2016	ACE HARDWARE OF FOF FORT LUPTON		REC-GORILLA HD CONST	\$9.99
3/3/2016	ACE HARDWARE OF FOF FORT LUPTON		CPR-PAINT	\$33.74
3/3/2016	R AND M SERVICES LLC FT. LUPTON		GF-4 TIRES,BALANCE,SPEED SENSOR-B&G	\$661.62
3/7/2016	FREDPRYOR CAREERTR/ 800-5563012		GF-SEMINAR INV-19441706-B&G	\$79.00
3/7/2016	FREDPRYOR CAREERTR/ 800-5563012		GF-SEMINAR INV-19441707-B&G	\$49.00
3/8/2016	THE HOME DEPOT #154 BRIGHTON		REC-4X8 1/4 ACRY	\$177.00
3/8/2016	ACE HARDWARE OF FOF FORT LUPTON		REC-SHOWER HANDHELD UNIT	\$40.98
3/10/2016	BELARUS TRACTOR INTI MILWAUKEE		REC-EQUIPMENT PARTS	\$125.72
3/10/2016	FT LUPTON 66 FORT LUPTON		GF-UNL REG 86/87 OC-B&G	\$17.50
3/10/2016	FT LUPTON 66 FORT LUPTON		GF-UNL REG 86/87 OC-B&G	\$9.12
3/11/2016	THE HOME DEPOT #154 BRIGHTON		REC-PLC32WT8CW	\$59.00
3/11/2016	FORT LUPTON CAR WAS FORT LUPTON		GF-VEHICLE WASH	\$8.00
3/14/2016	THE HOME DEPOT #154 BRIGHTON		REC-6X6 FIELD WHITE	\$8.16
3/16/2016	THE HOME DEPOT #154 BRIGHTON		GF-GLOVES-B&G	\$14.97
3/16/2016	THE HOME DEPOT #154 BRIGHTON		GF-GLOVES-B&G	\$14.97
3/16/2016	THE HOME DEPOT #154 BRIGHTON		GF-HINGE-B&G	\$7.47
3/16/2016	THE HOME DEPOT #154 BRIGHTON		GF-HINGE-B&G	\$7.47
3/16/2016	THE HOME DEPOT #154 BRIGHTON		GF-HINGE-B&G	\$7.47
3/17/2016	WATERFILTERS.NET ZUMBROTA		CPR-FILTERS	\$95.59
3/28/2016	CUSTOM FLAG COMPAN' WESTMINSTER		CPR-CUSTOM FLAGS	\$312.00
			GF-CUSTOME FLAGS-CITY HALL	\$312.00
3/29/2016	ACE HARDWARE OF FOF FORT LUPTON		CPR-PINE SOL CLEANER,CARPET CLEANER	\$29.98
3/29/2016	LONGS PEAK EQUIP CO LONGMONT		CPR-MOWER OIL FILTER,OIL	\$15.57
2/29/2016	ACE HARDWARE OF FOF FORT LUPTON		REC-PAINTING BRUSHES	\$15.98
3/7/2016	ACE HARDWARE OF FOF FORT LUPTON		REC-FASTENERS	\$4.16
3/8/2016	ACE HARDWARE OF FOF FORT LUPTON		REC-FASTENERS	\$7.51
3/9/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-FASTENERS-B&G	\$3.32
3/9/2016	1000BULBS.COM 800-624-4488		REC-LAMP SUPPORT CLIP, SNAP I	\$28.80
3/9/2016	1000BULBS.COM 800-624-4488		REC-LAMP SUPPORT CLIP, SNAP I	\$11.02
3/10/2016	ACE HARDWARE OF FOF FORT LUPTON		CPR-FIELD MARKER,GAS CAN,GLOVES-AHTLETIC	\$93.91
			GF- ELBOW,COUPLING-B&G	\$0.98
3/14/2016	THE HOME DEPOT #154 BRIGHTON		GF-8PK SCREWS-CITY HALL	\$6.98
3/14/2016	THE HOME DEPOT #154 BRIGHTON		GF-SHEET SCREW-CITY HALL	\$0.98
3/14/2016	THE HOME DEPOT #154 BRIGHTON		GF-SHEET SCREW-CITY HALL	\$0.98
3/14/2016	LONG BLDG. TECHNOLO LITTLETON		REC-HVAC L BRACKET	\$46.00
3/21/2016	THE HOME DEPOT #155 FIRESTONE		CPR-TAPE 1000FT	\$8.97
3/21/2016	THE HOME DEPOT #155 FIRESTONE		CPR-TAPE 1000FT	\$8.97
3/21/2016	THE HOME DEPOT #155 FIRESTONE		CPR-STAKES	\$13.27
3/21/2016	THE HOME DEPOT #155 FIRESTONE		CPR-STAKES	\$13.27
3/21/2016	THE HOME DEPOT #155 FIRESTONE		CPR-STAKES	\$13.27
3/21/2016	ACE HARDWARE OF FOF FORT LUPTON		CPR-SUMP PUMP RTN,COUPLING-MUSEUM	\$6.49

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3/21/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-FLAG POLE LIGHT BULB-B&G	\$9.99
3/22/2016	R AND M SERVICES LLC FT. LUPTON		CPR-COMM CTR VAN OIL CHG	\$36.49
3/25/2016	ACE HARDWARE OF FOF FORT LUPTON		CPR-PARTS TO FIX SPRINKLER SYSTEM-ATHLETIC	\$88.97
3/28/2016	ACE HARDWARE OF FOF FORT LUPTON		REC-BULB,PVC CEMENT	\$29.97
3/29/2016	OREILLY AUTO 000448 FORT LUPTON		CPR-DRAIN PAN-ATHLETIC	\$8.99
3/1/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-MARKING PAINT-B&G	\$14.98
3/3/2016	R AND L TIRES LLC FORT LUPTON		GF-AXLE SEALS,SWAY BAR REPAIR/RANGER-B&G	\$364.50
3/4/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-PICKUP TOOL, TELESCOPE-B&G	\$49.97
3/9/2016	FT LUPTON 66 FORT LUPTON		GF-UNL REG 86/87 OC-B&G	\$19.34
3/9/2016	MAC EQUIPMENT INC (L LOVELAND		GF-EDGER REPAIR-B&G	\$79.12
3/10/2016	MAC EQUIPMENT INC (L LOVELAND		GF-HEDGER,SHOULDER HARNESS-B&G	\$411.61
3/11/2016	R AND L TIRES LLC FORT LUPTON		GF-RADITOR REPAIR/F350-B&G	\$351.96
3/11/2016	FT LUPTON 66 FORT LUPTON		GF-UNL MID-88/89OC-B&G	\$32.84
3/18/2016	SQ *BG'S JAPANESE D FORT LUPTON		GF-CARHART EMBROIDARY-B&G	\$296.00
3/19/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-AIR KIT,RAKE-B&G	\$2.97
3/22/2016	RENEWABLE FIBER INC FORT LUPTON		GF-PLAYGROUND CHIPS-B&G	\$796.50
3/23/2016	IN *BRIGHTLINE DISTR: 954-5884405		GF-FIRST AID KITS-B&G	\$151.98
3/28/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-LEATHER GLOVES-B&G	\$15.99
3/28/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-MAP PRO GAS,LIGHTER-B&G	\$18.98
3/29/2016	ACE HARDWARE OF FOF FORT LUPTON		GF-KEYS,TAGS-B&G	\$88.21
3/30/2016	MAC EQUIPMENT INC (L LOVELAND		GF-BLOWER-B&G	\$399.96
3/30/2016	MAC EQUIPMENT INC (L LOVELAND		GF-TRIMMER REPAIR-B&G	\$71.50
3/10/2016	ACE HARDWARE OF FOF FORT LUPTON		CPR-VARIOUS SUPPLIES-MUSEUM	\$193.93
3/14/2016	WM SUPERCENTER #90 LONGMONT		CPR-HP INK,LGL FOLDERS,SHT PROT,COPY PAPER-MUSEUM	\$119.01
3/22/2016	SAFEWAY STORE 00010 FT LUPTON		CPR-BOTTLED WATER-MUSEUM	\$9.24
3/22/2016	SAFEWAY STORE 00010 FT LUPTON		CPR-COOKIE-MUSEUM	\$4.77
3/22/2016	SAFEWAY STORE 00010 FT LUPTON		CPR-BOTTLED WATER-MUSEUM	\$5.02
3/22/2016	SAFEWAY STORE 00010 FT LUPTON		CPR-CRACKERS-MUSEUM	\$1.51
3/22/2016	SAFEWAY STORE 00010 FT LUPTON		CPR-CRACKERS-MUSEUM	\$3.49
3/22/2016	SAFEWAY STORE 00010 FT LUPTON		CPR-MISC FOOD CHG-MUSEUM	\$8.34
3/30/2016	MICHAELS STORES 879 BRINGTON		CPR-RED RIBBON, BAGS,FRAMES-MUSEUM	\$28.76
3/1/2016	TARGET 00021832 BRINGTON		GOLF--CUPCAKE PAN THRESHOLD	\$7.11
3/1/2016	TARGET 00021832 BRINGTON		GOLF-CUPCAKE PAN THRESHOLD	\$7.11
3/1/2016	TARGET 00021832 BRINGTON		GOLF-CUPCAKE PAN THRESHOLD	\$0.16
3/3/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-ROMA TOMATOES	\$3.29
3/3/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-ROMAINE LETTUCE	\$2.97
3/9/2016	VISTAPR*VISTAPRINT.C 866-8936743		GOLF-BUSN CARDS	\$24.47
3/10/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-LIMES	\$0.99
3/10/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-LEMONS	\$2.07
3/10/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-CELERY	\$2.84
3/10/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-GREEN LEAF LETTUCE	\$0.99
3/10/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-RED ONIONS	\$1.63
3/10/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF- SHELL EGGS	\$12.99
3/10/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-HOTHOUSE TOMATOES	\$6.58
3/10/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-MISC FOOD CHG	\$1.97
3/10/2016	LOWES #02479* BRINGTON		GOLF-10-IN WHITE SHELF BRACKET	\$5.92
3/10/2016	LOWES #02479* BRINGTON		GOLF-2X4X12 TOP CHOICE KD WHITE FIR	\$5.05
3/10/2016	LOWES #02479* BRINGTON		GOLF-1-3-8 #2 TC WHITEWOOD BOARD 8-FT	\$14.95
3/10/2016	LOWES #02479* BRINGTON		GOLF-2-4-96 KD HEM-FIR SELECT STUD	\$6.90
3/10/2016	LOWES #02479* BRINGTON		GOLF-4-8 CDR/RWD PRIVACY LATTICE	\$36.97
3/16/2016	AMAZON MKTPLACE PM AMZN.COM/BILL		GOLF-24 ASSORTED COLOR MAGNETIC MAP PINS	\$9.95
3/16/2016	METRO APPLIANCE SER DENVER		GOLF-PARTS/LABOR TO REMOVE RANGE & FRYER	\$364.00
3/18/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-LIMES	\$1.36
3/18/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-LEMONS	\$2.67
3/18/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-RED LEAF LETTUCE	\$0.99
3/18/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-GREEN LEAF LETTUCE	\$1.98
3/18/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-RED ONIONS	\$2.31
3/18/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-WHITE ONIONS	\$2.46
3/18/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-SHELL EGGS	\$12.99
3/18/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-CELERY	\$5.98
3/18/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-SWEET RELISH	\$2.99
3/18/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-HOTHOUSE ROUND	\$3.49
3/18/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-SAUERKRAUT	\$3.29

PURCHASE CARD TRANSACTIONS MARCH 2016

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
3/18/2016	SAFEWAY STORE 00010 FT LUPTON		GOLF-MISC FOOD CHG	-\$0.02
3/18/2016	COLORADO SECTION OF 303-681-0742		GOLF-SPRING BUSINESS MEETING	\$35.00
3/18/2016	AMAZON MKTPLACE PM\AMZN.COM/BILL		GOLF-FLEXZION ROLLING SWIVEL STOOL PNEUM	\$39.99
3/20/2016	THE HOME DEPOT #154 BRIGHTON		GOLF-ALUM MINI BL	\$37.27
3/20/2016	THE HOME DEPOT #154 BRIGHTON		GOLF-ALUM MINI BL	\$37.27
3/20/2016	THE HOME DEPOT #154 BRIGHTON		GOLF-ALUM MINI BL	\$37.27
3/29/2016	COLORADO REST ASSO\ DENVER		GOLF-BOOK ON SEV SAFE TESTING	\$55.00
3/24/2016	THE HOME DEPOT #154 BRIGHTON		GOLF-POST BASE	\$10.65
3/24/2016	THE HOME DEPOT #154 BRIGHTON		GOLF-POST BASE	\$10.65
3/24/2016	THE HOME DEPOT #154 BRIGHTON		GOLF-COMBO PACK	\$4.50
3/24/2016	THE HOME DEPOT #154 BRIGHTON		GOLF-COMBO PACK	\$4.27
3/24/2016	THE HOME DEPOT #154 BRIGHTON		GOLF-4X6-10 GDF	\$15.51
3/24/2016	THE HOME DEPOT #154 BRIGHTON		GOLF-4X6-10 GDF	\$15.51
3/24/2016	THE HOME DEPOT #154 BRIGHTON		GOLF-4X6-10 GDF	\$15.51
3/24/2016	THE HOME DEPOT #154 BRIGHTON		GOLF-4X6-10 GDF	\$15.51
3/24/2016	THE HOME DEPOT #154 BRIGHTON		GOLF-1/2X51/2HBLT	\$5.12
3/24/2016	THE HOME DEPOT #154 BRIGHTON		GOLF-ROUTER BIT	\$29.97
3/24/2016	LOWES #02479* BRIGHTON		GOLF-2-2-8 PREMIUM FURRING STRIP 8-FT	\$31.52
2/29/2016	COLORADO PARKS AND WHEAT RIDGE		REC-2016 MEMBERSHIP	\$85.00
3/2/2016	ARC*SERVICES/TRAINII 800-733-2767		REC-FIRST AID TRAINING/STAFF	\$95.00
3/3/2016	HOBBY-LOBBY #0063 DENVER		REC-ART SUPPLIES	\$39.98
3/9/2016	SAFEWAY STORE 00010 FT LUPTON		REC-CSD < 16 OZ MP PET-TEENS	\$5.99
3/9/2016	SAFEWAY STORE 00010 FT LUPTON		REC-COOKIES-TEENS	\$2.82
3/9/2016	SAFEWAY STORE 00010 FT LUPTON		REC-COOKIES-TEENS	\$1.29
3/9/2016	SAFEWAY STORE 00010 FT LUPTON		REC-COOKIES-TEENS	\$1.99
3/9/2016	SAFEWAY STORE 00010 FT LUPTON		REC-COOKIES-TEENS	\$2.29
3/9/2016	SAFEWAY STORE 00010 FT LUPTON		REC-CANDY-TEENS	\$1.79
3/9/2016	SAFEWAY STORE 00010 FT LUPTON		REC-CANDY-TEENS	\$1.79
3/9/2016	SAFEWAY STORE 00010 FT LUPTON		REC-CANDY-TEENS	\$0.31
3/9/2016	SAFEWAY STORE 00010 FT LUPTON		REC-CANDY-TEENS	\$0.31
3/9/2016	SAFEWAY STORE 00010 FT LUPTON		REC-CANDY-TEENS	\$0.31
3/9/2016	SAFEWAY STORE 00010 FT LUPTON		REC-CANDY-TEENS	\$1.99
3/9/2016	SAFEWAY STORE 00010 FT LUPTON		REC-CANDY-TEENS	\$1.99
3/9/2016	SAFEWAY STORE 00010 FT LUPTON		REC-GIFT CARD-TEENS	\$45.00
3/9/2016	SAFEWAY STORE 00010 FT LUPTON		REC-MISC FOOD CHG-TEENS	\$4.70
3/9/2016	ACE HARDWARE OF FOF FORT LUPTON		REC-NEUT PAINT	\$49.08
3/11/2016	IKEA CENTENNIAL CENTENNIAL		REC-DESK TOP ORGANIZER	\$20.97
3/22/2016	T J EXPRESS FORT LUPTON		REC-WORMS-PRE-SCHOOL	\$9.08
3/4/2016	COLORADO PARKS AND WHEAT RIDGE		REC-TRAINING/STAFF DEVELOPMENT	\$240.00
3/8/2016	LATHEM TIME CORP 404-6910400		REC-DID NOT ORDER/WILL REFUND	\$84.00
3/10/2016	COLORADO PARKS AND WHEAT RIDGE		REC-REFUND/DID NOT ATTEND	-\$85.00
			PARKS & RECREATION	\$12,289.82
3/9/2016	WAE FORT LUPTON FORT LUPTON		GF-COMPRSD NATL GAS-POLICE	\$15.75
3/11/2016	CORNER STORE 4109 FT LUPTON		GF-UNL REG 86/87 OC-POLICE	\$25.32
3/27/2016	WAE FORT LUPTON FORT LUPTON		GF-COMPRSD NATL GAS-POLICE	\$11.83
3/5/2016	WAE FORT LUPTON FORT LUPTON		GF-COMPRSD NATL GAS-POLICE	\$14.83
3/11/2016	MCDONALD'S F14201 BRUSH		GF-LUNCH/TRAINING-POLICE	\$6.30
3/11/2016	WAE FORT LUPTON FORT LUPTON		GF-COMPRSD NATL GAS-POLICE	\$14.93
3/11/2016	WAE FORT LUPTON FORT LUPTON		GF-COMPRSD NATL GAS-POLICE	\$15.55
3/12/2016	WAE FORT LUPTON FORT LUPTON		GF-COMPRSD NATL GAS-POLICE	\$11.23
3/17/2016	WAE FORT LUPTON FORT LUPTON		GF-COMPRSD NATL GAS-POLICE	\$11.21
3/18/2016	WAE FORT LUPTON FORT LUPTON		GF-COMPRSD NATL GAS-POLICE	\$13.90
3/19/2016	WAE FORT LUPTON FORT LUPTON		GF-COMPRSD NATL GAS-POLICE	\$13.23
3/25/2016	WAE FORT LUPTON FORT LUPTON		GF-COMPRSD NATL GAS-POLICE	\$16.62
3/26/2016	WAE FORT LUPTON FORT LUPTON		GF-COMPRSD NATL GAS-POLICE	\$16.39
3/30/2016	WAE FORT LUPTON FORT LUPTON		GF-COMPRSD NATL GAS-POLICE	\$10.96
3/9/2016	SAFEWAY FUEL 100104 FORT LUPTON		GF-UNL REG 86/87 OC-POLICE	\$30.79
3/11/2016	SAFEWAY FUEL 100104 FORT LUPTON		GF-UNL REG 86/87 OC-POLICE	\$31.98
3/27/2016	SAFEWAY FUEL 100104 FORT LUPTON		GF-UNL REG 86/87 OC-POLICE	\$31.03
2/29/2016	SAFEWAY FUEL 100104 FORT LUPTON		GF-UNL REG 86/87 OC-POLICE	\$25.11
3/2/2016	CORNER STORE 4109 FT LUPTON		GF-UNL REG 86/87 OC-POLICE	\$20.31
3/7/2016	SHELL OIL 5744442070 FORT LUPTON		GF-UNL REG 86/87 OC-POLICE	\$38.39
3/15/2016	CORNER STORE 4109 FT LUPTON		GF-UNL REG 86/87 OC-POLICE	\$43.49

PURCHASE CARD TRANSACTIONS MARCH 2016

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
3/23/2016	FT LUPTON 66	FORT LUPTON	GF-UNL REG 86/87 OC-POLICE	\$31.66
3/28/2016	WAL-MART #1659	BRIGHTON	GF-TAB INSERTS,CD'S-POLICE	\$19.37
3/29/2016	CORNER STORE 4109	FT LUPTON	GF-UNL REG 86/87 OC-POLICE	\$12.21
2/29/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$15.99
3/2/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$14.99
3/3/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$9.75
3/6/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$15.22
3/7/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$14.75
3/8/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$15.74
3/9/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$11.23
3/10/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$8.69
3/14/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$15.12
3/15/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$15.09
3/15/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$11.99
3/16/2016	SANTERAMOS PIZZA	ARVADA	GF-LUNCH/TRAINING-POLICE	\$17.21
3/21/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$14.89
3/22/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$14.99
3/23/2016	QDOBA MEXICAN GRIL (DENVER		GF-LUNCH/TRAINING-POLICE	\$10.48
3/24/2016	QDOBA MEXICAN GRIL (DENVER		GF-LUNCH/TRAINING-POLICE	\$10.48
3/25/2016	QDOBA MEXICAN GRIL (DENVER		GF-LUNCH/TRAINING-POLICE	\$10.48
3/27/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$11.10
3/27/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$15.50
3/30/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$14.40
3/1/2016	USPS 07322203930329	FORT LUPTON	GF-EVIDENCE POSTAGE-POLICE	\$2.54
3/1/2016	WM SUPERCENTER #45	BRIGHTON	GF-SNACK BARS-POLICE	\$25.12
3/2/2016	USPS 07322203930329	FORT LUPTON	GF-EVIDENCE POSTAGE-POLICE	\$2.54
3/3/2016	THE HOME DEPOT #154	BRIGHTON	GF-COMPRESSOR-POLICE	\$299.00
3/3/2016	THE HOME DEPOT #154	BRIGHTON	GF-1/4 X 100-POLICE	\$39.98
3/3/2016	THE HOME DEPOT #154	BRIGHTON	GF-DUAL FOOT-POLICE	\$16.98
3/3/2016	THE HOME DEPOT #154	BRIGHTON	GF-BRASS COMP K-POLICE	\$17.98
3/3/2016	USPS 07322203930329	FORT LUPTON	GF-EVIDENCE POSTAGE-POLICE	\$2.54
3/5/2016	ULINE *SHIP SUPPLIES 800-295-5510		GF-SHARPS CONTAINER-POLICE	\$40.00
3/5/2016	ULINE *SHIP SUPPLIES 800-295-5510		GF-FREIGHT CHARGES-POLICE	\$15.23
3/7/2016	USPS 07322203930329	FORT LUPTON	GF-VEHICLE IMPOUNDS POSTAGE-POLICE	\$32.04
3/8/2016	USPS 07322203930329	FORT LUPTON	GF-EVIDENCE POSTAGE-POLICE	\$2.54
3/9/2016	SAFEWAY STORE 00010	FT LUPTON	GF-WHITE VINEGAR-POLICE	\$3.69
3/9/2016	SAFEWAY STORE 00010	FT LUPTON	GF-MISC FOOD CHG-POLICE	\$0.30
3/9/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-COMM SVCS	\$0.54
3/9/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-COMM SVCS	\$0.09
3/11/2016	USPS 07322203930329	FORT LUPTON	GF-EVIDENCE POSTAGE-POLICE	\$2.94
3/14/2016	USPS 07322203930329	FORT LUPTON	GF-RECORDS POSTAGE-RECORDS	\$0.71
			GF-VEHICLE IMPOUNDS POSTAGE-POLICE	\$21.36
3/15/2016	LEADBOX.COM	5627898161	GF-DONATION BOXES-POLICE	\$101.53
3/18/2016	USPS 07322203930329	FORT LUPTON	GF-EVIDENCE POSTAGE-POLICE	\$18.13
3/24/2016	USPS 07322203930329	FORT LUPTON	GF-VEHICLE IMPOUNDS POSTAGE-POLICE	\$37.38
3/29/2016	USPS 07322203930329	FORT LUPTON	GF-EVIDENCE POSTAGE-POLICE	\$2.54
3/13/2016	CORNER STORE 4109	FT LUPTON	GF-UNL REG 86/87 OC-POLICE	\$34.02
3/16/2016	CORNER STORE 0697	LA SALLE	GF-UNL REG 86/87 OC-POLICE	\$33.44
3/20/2016	PIZZA HUT #2113	FORT LUPTON	GF-PIZZA FOR CASE DISCUSSION-POLICE	\$14.94
3/22/2016	RBT PIZZA HUT #2113	EASYSAVINGS	GF-MISC FOOD ADJ-POLICE	-\$0.60
3/26/2016	CORNER STORE 4109	FT LUPTON	GF-UNL REG 86/87 OC-POLICE	\$38.35
3/1/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$15.78
3/7/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$14.10
3/8/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$15.41
3/9/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$13.58
3/10/2016	CORNER STORE 4109	FT LUPTON	GF-UNL REG 86/87 OC-POLICE	\$27.17
3/14/2016	FAMOUS DAVE'S	DENVER	GF-LUNCH/TRAINING-POLICE	\$12.34
3/15/2016	CHIPOTLE 0255	DENVER	GF-LUNCH/TRAINING-POLICE	\$12.15
3/17/2016	CHICK-FIL-A #03424	DENVER	GF-LUNCH/TRAINING-POLICE	\$12.38
3/18/2016	CHICK-FIL-A #03424	DENVER	GF-LUNCH/TRAINING-POLICE	\$9.36
3/21/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$14.05
3/22/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$11.13
3/28/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$12.97

PURCHASE CARD TRANSACTIONS MARCH 2016

Transaction Date	Merchant Name	Merchant City	Product Description	Net Cost
3/29/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$2.41
3/5/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$15.42
3/9/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$10.97
3/10/2016	SAFEWAY FUEL 100104	FORT LUPTON	GF-UNLEAD FUEL-POLICE	\$22.10
3/11/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$15.73
3/24/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$16.27
3/26/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$12.41
3/27/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$11.04
3/30/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$12.32
3/10/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$12.84
3/24/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$12.44
3/26/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$13.13
3/8/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$11.97
3/28/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$1.85
3/28/2016	SAFEWAY FUEL 100104	FORT LUPTON	GF-UNL REG 86/87 OC-POLICE	\$22.51
3/4/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$9.36
3/5/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$14.25
3/10/2016	CORNER STORE 4109	FT LUPTON	GF-UNL REG 86/87 OC-POLICE	\$18.00
3/11/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$12.23
3/13/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$7.88
3/18/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$14.36
3/27/2016	WAE FORT LUPTON	FORT LUPTON	GF-COMPRSD NATL GAS-POLICE	\$15.53
2/29/2016	SHELL OIL 5744419010	GREELEY	GF-UNL REG 86/87 OC-POLICE	\$38.53
3/4/2016	SAFEWAY STORE 00010	FT LUPTON	GF-DANISH/PASTRIES/CINNA-POLICE	\$6.00
3/4/2016	SAFEWAY STORE 00010	FT LUPTON	GF-DANISH/PASTRIES/CINNA-POLICE	\$5.00
3/4/2016	SAFEWAY STORE 00010	FT LUPTON	GF-FRUIT TRAYS -POLICE	\$14.99
3/4/2016	SAFEWAY STORE 00010	FT LUPTON	GF-MISC CHG-POLICE	\$1.46
3/11/2016	WEATHERTECH MACNEI 800-441-6287		GF-FLOOR MATS/2016 TAHOE-POLICE	\$117.95
3/11/2016	WEATHERTECH MACNEI 800-441-6287		GF-TRUCK LINER-POLICE	\$119.95
3/14/2016	CORNER STORE 4109	FT LUPTON	GF-UNL REG 86/87 OC-POLICE	\$36.59
3/21/2016	SHELL OIL 5744442070	FORT LUPTON	GF-UNL REG 86/87 OC-POLICE	\$42.13
			PUBLIC SAFETY	\$2,394.37
3/30/2016	SQ *CRANFORD COVE T	GREELEY	GF-MEETING LUNCH-PLANNING	\$16.06
3/21/2016	CACEO 00 OF 00	719-4913329	GF-OFFICER SAFETY DAY TRAINING-CODE ENFORCE	\$45.00
3/2/2016	CORNER STORE 4109	FT LUPTON	GF-UNL REG 86/87 OC-CITY ADMIN	\$14.30
3/2/2016	INT'L CODE COUNCIL IN	888-422-7233	GF-CODE HANDOUTS-PLANNING	\$32.00
3/8/2016	CLERK AND RECORDER	9703046530	GF-MAR16 GIS SUBSCRIPTION-PLANNING	\$300.00
3/24/2016	CONOCO FAST BREAK 1	GREELEY	GF-UNL MID-88/89OC-CITY ADMIN	\$30.10
			COMMUNITY DEVELOPMENT	\$437.46
			TOTAL MARCH 2016 PURCHASE CARDS	\$22,179.90



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

1490
Invoice #: 1857

Bill to:

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

Invoice Date: 4/26/2016
 Date Due: 5/26/2016

Project: 2016 Water Rights Engineering
 Services in January/February/March/April 2016

JT Project # 16121

Item Description	Staff	Hours	Hourly Rate	Amount
POSTED				
Water Resource Planning: Meetings/Correspondence - Coordination with NCC on meter re-install for Perry Pit Well #3 as meter had to be changed out. Coordination with Todd Williams and meetings with Tri-State and City of Fort Lupton staff on agreements for pipeline, terminal storage, aug storage, aug station, etc. Coordination with Colorado Water Well and Pump for meter certification on Perry Pit Well 3. Coordination with Todd Williams and Paul Weiss on meter calibration and well forms for wells not being used without meters. Meeting with Mike Rousey on potential locations for well re-drilling. Meetings with Denver Water regarding Lupton Lakes Storage. Review of Denver Water calculation of Storage Value.	JCY	18	\$ 105	\$1,890.00
	TPY	8	\$ 85	\$680.00
	CS	0	\$ 75	\$0.00
	WS	0	\$ 75	\$0.00
Colorado Water Well and Pump			Lump Sum	\$300.00
			Subtotal:	\$2,870.00
Decree Accounting - Coyote Creek Flume Readings and Reporting - Coordination with golf course staff on re-setting flume to start reading in April.	JCY	1	\$ 105	\$105.00
	TPY	2	\$ 85	\$170.00
	CS	2	\$ 75	\$150.00
			Subtotal:	\$425.00
Total:				\$3,295.00

Expenses	Quantity	Rate	Amount
Copies (B&W - E-mails, etc.)	97	\$0.05	\$4.85
Plots 11x17	54	\$2.25	\$121.50
Total:			\$126.35

UF - Jan - Apr 2016 Water Engineering
 40-520-53100 \$ 3,421.35

Invoice total: \$3,421.35

4/26/2016
 [Signature]

Thank you for your business!

1486



Northern Colorado Constructors, Inc.
9075 Weld County Road 10
Fort Lupton CO 80621
303-857-1754

Contract Invoice

Invoice#: 16-1142

Date: 04/25/2016

License:

Billed To: City of Fort Lupton
130 S. McKinley Avenue
Fort Lupton CO 80621

Project: 14th/Denver Ave & Factory
HWY 85 & 14TH
Fort Lupton CO 80621

Due Date: 05/25/2016

Terms: 30DY

Order#

Description

Amount

Pay Request No. 7

526,465.55

Notes:

POSTED

DESCRIPTION PO 2806 14th Street Project

ACCT NO 10-310-57500 \$ 477,725.15
387,793.39

ACCT NO 40-500-57500 \$ 18,458.25
26,310-57500 29,431.16

ACCT NO 45-530-57500 \$ 4,706.25

APPROVED 45-320-57500 25,575.90

REQUESTOR 10-000-20110 \$23,886.26 >

DEPT HEAD 40-000-20110 \$ATE 1,158.23 >

FINANCE DIR 45-000-20110 \$ATE 2,278.80 >

CITY ADMIN Stan Perino DATE 4/27/2016

MAYOR _____ DATE _____

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Sales Tax:	0.00
Invoice Total:	526,465.55
Retention:	26,323.28
Amount Paid:	0.00
Amount Due	500,142.27



NORTHERN COLORADO CONSTRUCTORS, INC.
 Northern Colorado Constructors, Inc.
 9075 WCR 10
 Ft. Lupton, Colorado 80621
 1-303-687-1754

SCHEDULE OF VALUES
NORTHERN COLORADO CONSTRUCTORS INC.

PROJECT NAME: 14th and Denver Intersection
PROJECT NUMBER: 16005
ARCHITECT:
REQUEST NUMBER:
PERIOD COVERED: 3/25/2016 to 4/25/2016
PAGE NUMBER: # 7 of 2

ITEM NUMBER	WORK ITEM DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATION	THIS APPLICATION	STORED MATERIAL	TOTAL TO DATE	%	BALANCE TO FINISH	RETAINAGE
A	B	C	D	E	F	G	H	I (C-G)	J
1	Project Mobilization/Demobilization	\$107,000.00	\$107,000.00	\$2,675.00		\$104,325.00	97%	\$2,675.00	\$5,208.75
2	Traffic Control	\$85,000.00	\$76,500.00	14,250.00		\$90,750.00	96%	\$4,250.00	\$4,537.50
3	Erosion Control	\$12,000.00	\$12,000.00			\$12,000.00	100%	\$0.00	\$600.00
4	Vacuum Truck / Probe Potholing	\$7,980.00	\$7,980.00			\$7,980.00	100%	\$0.00	\$399.00
5	Dewatering and Bypass Pumping Required to Complete the Project	\$5,928.00	\$5,928.00			\$5,928.00	100%	\$0.00	\$296.40
6	Construction Staking	\$19,000.00	\$15,200.00	1,900.00		\$17,100.00	90%	\$1,900.00	\$855.00
7	Water Line Infrastructure Remove and Dispose of Existing Fire Hydrant and Lead, Including 6" Restrained Plug w/TB, Complete in Place	\$1,700.45	\$1,700.45			\$1,700.45	100%	\$0.00	\$85.02
8	Tie-in to Existing 12" Cast Iron Water Line in Denver Ave, Including 12"x12" Tee & and 12" Solid Sleeve, with restraint, Complete in Place	\$6,400.00	\$6,400.00			\$6,400.00	100%	\$0.00	\$320.00
9	12" Diameter, C900 DR14 PVC Water Line, Including Bedding and Backfill, and Restraint, Complete in Place	\$13,200.00	\$13,200.00			\$13,200.00	100%	\$0.00	\$660.00
10	12" Gate Valve and Box, with restraint, Complete in Place	\$7,100.00	\$7,100.00			\$7,100.00	100%	\$0.00	\$355.00
11	12" Plug, with restraint, Complete in Place	\$1,550.00	\$1,550.00			\$1,550.00	100%	\$0.00	\$77.50
12	New Fire Hydrant Assembly, with restraint, Including 12"x6" Swivel Tee, 12" Solid Sleeve, 6" Gate Valve and Box, and 6" DIP Pipe, Complete in Place	\$7,800.00	\$7,800.00			\$7,800.00	100%	\$0.00	\$390.00
13	Water Line Infrastructure Remove and Dispose of Existing 4 ft Diameter Manhole, Complete in Place	\$2,200.00	\$2,200.00			\$2,200.00	100%	\$0.00	\$110.00
14	21" Diameter, SDR35 PVC Sanitary Sewer, Including Bedding and Backfill, and Removal of Existing 12" Diameter Clay Sewer Pipe, Complete in Place	\$66,920.00	\$66,920.00			\$66,920.00	100%	\$0.00	\$4,346.00
15	Abandon Existing Sewer Manhole in Place, Including Removal of Cone/Top Section and Flowfill Backfilling Bottom Sections, Complete in Place	\$1,632.00	\$1,632.00			\$1,632.00	100%	\$0.00	\$81.60
16	Plug Extending 18" PVC Sanitary Sewer, Including Concrete Plug and Collar, Complete in Place	\$1,768.00	\$1,768.00			\$1,768.00	100%	\$0.00	\$88.40
17	4 ft Diameter Manhole, Including 3/4" Crushed Rock Under Base, Mac Wrap External Seal, and Ring and Cover, Complete in Place	\$15,840.00	\$15,840.00			\$15,840.00	100%	\$0.00	\$792.00
18	4 ft Diameter Drop Manhole, Including 3/4" Crushed Rock Under Base, Mac Wrap External Seal, and Ring and Cover, Complete in Place	\$9,595.00	\$9,595.00			\$9,595.00	100%	\$0.00	\$479.75
19	18" Diameter, SDR35 PVC Sanitary Sewer, Including Bedding, Backfill, and Plug, Complete in Place	\$34,500.00	\$34,500.00			\$34,500.00	100%	\$0.00	\$1,725.00
20	Storm Sewer Line Infrastructure 36" Diameter, Class III RCP Storm Sewer, Including Bedding and Backfill, Complete in Place	\$208,710.00	\$208,710.00			\$208,710.00	100%	\$0.00	\$10,435.50
21	36" Diameter, Flared End Section, Including Bedding and Backfill, Complete in Place	\$2,994.00	\$2,994.00			\$2,994.00	100%	\$0.00	\$148.70
22	20"x45" Horizontal Elliptical, Class IV RCP Storm Sewer, Including Bedding and Backfill, and Removal and Dispose of Existing 24" RCP and Inlets, Complete in Place	\$73,332.00	\$73,332.00			\$73,332.00	100%	\$0.00	\$3,666.60
23	20"x45" Flared End Section, Including Bedding and Backfill, Complete in Place	\$1,865.00	\$1,865.00			\$1,865.00	100%	\$0.00	\$93.25
24	18" Diameter, Class IV RCP Storm Sewer, Including Bedding and Backfill, and Removal and Dispose of Existing 12" RCP and Inlets, Complete in Place	\$22,736.00	\$22,736.00			\$22,736.00	100%	\$0.00	\$1,136.80
25	Type 13 Inlet, Including 3/4" Crushed Rock Under Base, and Grate, Complete in Place	\$3,300.00	\$3,300.00			\$3,300.00	100%	\$0.00	\$165.00
26	Type 13 Combo Inlet, Including 3/4" Crushed Rock Under Base, and Grate, Complete in Place	\$7,260.00	\$7,260.00			\$7,260.00	100%	\$0.00	\$363.00
27	5 ft Type R Inlet, Including 3/4" Crushed Rock Under Base, Complete in Place	\$4,280.00	\$4,280.00			\$4,280.00	100%	\$0.00	\$214.00
28	4 ft Diameter Manhole, Including 3/4" Crushed Rock Under Base, and Ring and Cover, Complete in Place	\$4,030.00	\$4,030.00			\$4,030.00	100%	\$0.00	\$201.50
29	5 ft Diameter Manhole, Including 3/4" Crushed Rock Under Base, and Ring and Cover, Complete in Place	\$13,120.00	\$13,120.00			\$13,120.00	100%	\$0.00	\$656.00
30	6 ft Diameter Manhole, Including 3/4" Crushed Rock Under Base, and Ring and Cover, Complete in Place	\$23,580.00	\$23,580.00			\$23,580.00	100%	\$0.00	\$1,179.00
31	Tie into Existing Storm Sewer, Including 3 ft Diameter Manhole, Including 3/4" Crushed Rock Under Base, and Ring and Cover, Complete in Place	\$11,000.00	\$11,000.00			\$11,000.00	100%	\$0.00	\$550.00
32	Roadway Infrastructure Remove and Dispose of Asphalt Roadway & Asphalt Northbound Turn Lane onto HWY 85, Complete in Place	\$81,150.00	\$61,600.00	19,650.00		\$81,150.00	100%	\$0.00	\$4,067.50
33	Remove and Dispose of Curb and Gutter, Complete in Place	\$5,197.50	\$4,125.00	1,072.50		\$5,197.50	100%	\$0.00	\$259.88
34	Remove of Existing Asphalt and Asphalt T-Patching with 2 inch Edge Mill for Sewer Line Cut, Water line Cut, Tapers, and Ties-ins, 6" Thick, Including Striping, Complete in Place	\$66,640.00	\$62,230.00	4,410.00		\$66,640.00	93%	\$4,410.00	\$3,111.50
35	New 2.5 ft Curb and Gutter, Complete in Place	\$24,570.00	\$0.00	\$24,570.00		\$24,570.00	71%	\$17,415.00	\$870.75

THE CONSOLIDATED MUTUAL WATER COMPANY

P.O. BOX 150068 - Lakewood, Colorado 80215

Telephone (303) 238-0451 - Fax (303) 237-5560

TO:

DATE:

April 22, 2016

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

OUR INVOICE:

Terms:

NET 30 DAYS

Description	Total
-------------	-------

Perry Pit East, 12000 Weld County Road 6, Wattenberg, CO
Storage Per Water Storage Agreement (06/26/2012) & First Addendum dated 04/10/2013

2016 - Perry Pit East Reservoir Leased Water Storage \$ 86,214.37

January	2015	Base Price per Acre-Foot	BP \$	206.21
January	2016	CPI for All Urban Consumers - Items	LI	236.916
January	2012	Base Value	LB	226.665
	2016	Adjusted Price Per Acre-Foot	AP \$	215.54
		AP = BP (LI/LB)		
	2016	Storage Volume @ 04/22/16	AF	400.00

Total

\$ 86,214.37

DESCRIPTION UF - Annual Lease Perry Pit

ACCT NO 40-560-55307 \$ 86,214.37

ACCT NO _____ \$ _____

ACCT NO _____ \$ _____

POSTED

APPROVED FOR PAYMENT BY: _____

REQUESTOR _____ DATE _____

DEPT HEAD _____ DATE _____

FINANCE DEPT Rambrino DATE 4/27/2016

CH. MAN. _____ DATE _____

MAYOR _____ DATE _____

pay per attached Contract

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

1462

Invoice

Date	Invoice #
4/18/2016	2873

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 April 4- April 17, 2016	70.8	125.00	<i>OK</i>	8,850.00

Please remit to above address. Thank you for your business.		Total	\$8,850.00
		Payments/Credits	\$0.00
		Balance Due	\$8,850.00

Phone #
970-613-8556

Job	Clocked In	Clocked Out	Duration	Comment
Fort Lupton	4/4/2016 7:28	4/4/2016 8:20	0.87	Emails, calls, staff updates
Wendy's SPR 2015-002	4/4/2016 8:20	4/4/2016 9:00	0.67	Row work, correspondence, site
Fort Lupton	4/4/2016 9:00	4/4/2016 15:11	6.18	Staff mtg, updates, schedules, emails, calls
Economic dev	4/5/2016 7:50	4/5/2016 11:15	3.42	Calls on new projects, schedules, mtg on theater, updates
Fort Lupton	4/5/2016 11:15	4/5/2016 14:30	3.25	Calls, emails, rfp for comp plan, mtg on comp plan, steering committee, sites, u
Economic dev	4/5/2016 14:30	4/5/2016 17:54	3.17	Mtg on potential retail, correspondence, call on new annexation project
Economic dev	4/6/2016 8:10	4/6/2016 11:35	3.42	Calls, updates, mtg prep, new project mtg, pre ap
Fort Lupton	4/7/2016 7:47	4/7/2016 8:13	0.43	Call on range with Andy, follow up with Claud, call to Joy
Fort Lupton	4/7/2016 9:18	4/7/2016 17:27	6.02	Calls on development, staff items, code
Fort Lupton	4/8/2016 9:37	4/8/2016 10:38	1.02	Emails, schedules, call on theatre
Fort Lupton	4/8/2016 17:33	4/8/2016 18:43	1.17	Emails, voice mails, schedules
Fort Lupton	4/11/2016 6:36	4/11/2016 18:37	9.72	Emails, schedules, staff, walk in, pre ap, site, potential development mtg, BOA
Fort Lupton	4/12/2016 7:58	4/12/2016 9:16	1.3	Calls, updates, permits
Fort Lupton	4/12/2016 9:16	4/12/2016 17:47	7.88	Calls, sites, theatre, coyote, walk ins, updates, code review
Economic dev	4/12/2016 18:02	4/12/2016 18:33	0.52	Calls on project status, potential changes
Fort Lupton	4/13/2016 10:05	4/13/2016 10:30	0.42	Emails, permits
Thomas Petrolium SPR2015-001	4/13/2016 10:30	4/13/2016 11:30	1	Review, mtg with Derick
Fort Lupton	4/13/2016 11:30	4/13/2016 12:44	1.23	Calls, emails, permits, updates
Mountain Sky PPL2016-001	4/13/2016 12:44	4/13/2016 13:58	1.23	Files, resubmittal review, correspondence
Economic dev	4/13/2016 14:11	4/13/2016 16:12	2.02	Preap, calls, updates
Fort Lupton	4/13/2016 22:02	4/13/2016 22:43	0.68	Todd Creek correspondence, updates, oil/gas
Economic dev	4/14/2016 7:47	4/14/2016 9:51	2.07	Pre ap prep, update, pre ap on new project
Fort Lupton	4/14/2016 9:51	4/14/2016 11:14	1.38	Emails, mtg prep, mining plan review
Fort Lupton	4/14/2016 11:38	4/14/2016 17:27	5.82	Mtg prep, lunch mtg, Denver water mtg, updates, permits
Fort Lupton	4/14/2016 19:16	4/14/2016 19:46	0.5	Call and email on Wrangle
Economic dev	4/15/2016 7:35	4/15/2016 9:13	1.63	Emails, schedules, correspondence on new potential projects
ADM2015-004	4/15/2016 9:33	4/15/2016 9:48	0.25	Plat, NCU est
Fort Lupton	4/15/2016 9:48	4/15/2016 13:20	3.53	Calls, updates, permits, schedules, code
			70.8	

total time:

Todd Hodges

From: THDLLC <toddhodgesdesign@qwestoffice.net>
Sent: Monday, April 18, 2016 8:09 AM
To: toddhodgesdesign@qwestoffice.net
Subject: Time tracking data export
Attachments: CSVExport.csv; Untitled attachment 00011.txt; TotalsCSVExport.csv; Untitled attachment 00014.txt

Mon 4/4/16:

Fort Lupton, 7:28 AM to 8:20 AM (0.87h) at \$125.00/hour for \$108.33 (Emails, calls, staff updates)
Wendy's SPR 2015-002, 8:20 AM to 9:00 AM (0.67h) for \$83.33 (Row work, correspondence, site) Fort Lupton, 9:00 AM to 3:11 PM (6.18h) for \$772.92 (Staff mtg, updates, schedules, emails, calls)
Total: 7.72h (\$964.58)

Tue 4/5/16:

Economic dev, 7:50 AM to 11:15 AM (3.42h) for \$427.08 Calls on new projects, schedules, mtg on theater, updates

Fort Lupton, 11:15 AM to 2:30 PM (3.25h) for \$406.25 Calls, emails, rfp for comp plan, mtg on comp plan, steering committee, sites, updates

Economic dev, 2:30 PM to 5:54 PM (3.17h) for \$395.83 0.23h break, 5:26 PM to 5:40 PM

Mtg on potential retail, correspondence, call on new annexation project

Total: 9.83h (\$1,229.17)

Wed 4/6/16:

Economic dev, 8:10 AM to 11:35 AM (3.42h) for \$427.08 (Calls, updates, mtg prep, new project mtg, pre ap)
Total: 3.42h (\$427.08)

Thu 4/7/16:

Fort Lupton, 7:47 AM to 8:13 AM (0.43h) for \$54.17 Call on range with Andy, follow up with Claud, call to Joy

Fort Lupton, 9:18 AM to 5:27 PM (6.02h) for \$752.08 (Calls on development, staff items, code) 2.13h break, 10:00 AM to 12:08 PM

Total: 6.45h (\$806.25)

Fri 4/8/16:

Fort Lupton, 9:37 AM to 10:38 AM (1.02h) for \$127.08 (Emails, schedules, call on theatre) Fort Lupton, 5:33 PM to 6:43 PM (1.17h) for \$145.83 (Emails, voice mails, schedules)
Total: 2.18h (\$272.92)

Mon 4/11/16:

Fort Lupton, 6:36 AM to 6:37 PM (9.72h) for \$1,214.58 2.3h break, 7:35 AM to 9:53 AM

Emails, schedules, staff, walk in, pre ap, site, potential development mtg, BOA

Total: 9.72h (\$1,214.58)

Tue 4/12/16:

Fort Lupton, 7:58 AM to 9:16 AM (1.3h) for \$162.50 (Calls, updates, permits) Fort Lupton, 9:16 AM to 5:47 PM (7.88h) for \$985.42 0.63h break, 12:25 PM to 1:03 PM

Calls, sites, theatre, coyote, walk ins, updates, code review

Economic dev, 6:02 PM to 6:33 PM (0.52h) for \$64.58 (Calls on project status, potential changes)

Total: 9.7h (\$1,212.50)

Wed 4/13/16:

Fort Lupton, 10:05 AM to 10:30 AM (0.42h) for \$52.08 (Emails, permits) Thomas Petroleum SPR2015-001, 10:30 AM to 11:30 AM (1h) for \$125.00 (Review, mtg with Derick) Fort Lupton, 11:30 AM to 12:44 PM (1.23h) for \$154.17 (Calls, emails, permits, updates) Mountain Sky PPL2016-001, 12:44 PM to 1:58 PM (1.23h) for \$154.17 (Files, resubmittal review, correspondence) Economic dev, 2:11 PM to 4:12 PM (2.02h) for \$252.08 (Preap, calls, updates) Fort Lupton, 10:02 PM to 10:43 PM (0.68h) for \$85.42 (Todd Creek correspondence, updates, oil/gas)

Total: 6.58h (\$822.92)

Thu 4/14/16:

Economic dev, 7:47 AM to 9:51 AM (2.07h) for \$258.33 (Pre ap prep, update, pre ap on new project) Fort Lupton, 9:51 AM to 11:14 AM (1.38h) for \$172.92 (Emails, mtg prep, mining plan review) Fort Lupton, 11:38 AM to 5:27 PM (5.82h) for \$727.08 Mtg prep, lunch mtg, Denver water mtg, updates, permits

Fort Lupton, 7:16 PM to 7:46 PM (0.5h) for \$62.50 (Call and email on Wrangle)

Total: 9.77h (\$1,220.83)

Fri 4/15/16:

Economic dev, 7:35 AM to 9:13 AM (1.63h) for \$204.17 Emails, schedules, correspondence on new potential projects

ADM2015-004, 9:33 AM to 9:48 AM (0.25h) for \$31.25 (Plat, NCU est) Fort Lupton, 9:48 AM to 1:20 PM (3.53h) for \$441.67 (Calls, updates, permits, schedules, code)

Total: 5.42h (\$677.08)

Grand Total: 70.78h (\$8,847.92)

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 18, 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, April 18, 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 Sergeant John Fryar.

PERSON TO ADDRESS COUNCIL

No one signed up to speak to Council.

APPROVAL OF AGENDA

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

REVIEW OF APRIL 18, 2016 PAYABLES

Council reviewed the April 18, 2016 payables. There were no questions or comments.

CONSENT AGENDA

It was moved by Chris Cross and seconded by Bob McWilliams to approve the Consent Agenda as presented with the following items: 04042016, City Council Meeting Minutes, Appoint Roy Vestal as the City Engineer (AM 2016-063), Approve Resolution 2016R021, A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE APPOINTMENT OF VINCENT ORNELAS BY THE MAYOR TO SERVE AS A MEMBER OF THE FORT LUPTON URBAN RENEWAL AUTHORITY (AM 2016-064), Approve Resolution 2016R022, A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE APPOINTMENT OF LUCAS MARONE BY THE MAYOR TO SERVE AS A MEMBER ON THE PLANNING COMMISSION (AM 2016-065) and Second Reading of Ordinance 2016-998, ADOPT ORDINANCE 2016-998 ANNEXING AND ZONING LAND LEGALLY DESCRIBED IN EXHIBIT "A" KNOWN AS THE FULTON VILLAGE ANNEXATION AND INITIAL ZONING TO PUD PLANNED UNIT DEVELOPMENT WITH R-1, R-1A, R-2 AND R-3 USES PERMITTED AND APPROVING THE ANNEXATION AGREEMENT.

Motion carried by a roll call vote. Councilmember Zoe Stieber abstained from the vote.

ACTION AGENDA

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 18, 2016**

AM 2016-066 Approve Two Change Orders for South Platte Trail – Adding Engineering and Survey Services

Staff indicated Wohnrade Civil Engineers, Inc. has conducted an additional survey due to inaccuracies of the topographic mapping along portions of the proposed trail and additional engineering services to meet the Colorado Department of Transportation requirements.

It was moved by Chris Ceretto and seconded by Zoe Stieber to approve the Change Order #1 and Change Order #2, for additional engineering and surveying services. Motion carried unanimously by a roll call vote.

AM 2016-067, Approving the Bid From Top Notch Fence, LLC for the Installation of a Split Retail Fence Located at Pearson Park's Future Dog Park in an Amount Not to Exceed \$14,560.

The grounds department recently received bids for 1245 feet of dowel type, split-rail fencing to be located at Pearson Park for the construction of a dog park. The City received nine (9) bids and the lowest bid was from Top Notch Fence, LLC for an amount of \$14,560. The bid includes materials and labor.

Council had a discussion regarding the addition of another eight (8) foot gate at the small dog park. The bid included an eight (8) foot fence placed at the large dog park. With the placement of two (2) gates, staff will be able to maintain both portions of the park.

It was moved by Zoe Stieber and seconded by Chris Ceretto to approve the bid from Top Notch Fence, LLC for an amount of \$15,000, which will include the purchase and installation of an additional 8 foot gate. Motion carried unanimously by a roll call vote.

AM 2016-068, A 3 Year Lease Agreement for Multifunctional Printers for the City Hall, Finance, Police Department and Recreation Center

The lease for the four Konica Minolta Multi-Functional printer(s) at City Hall, Finance, Police Department and Recreation Center are expiring starting March 12, 2016. A 90 day notice was given to Konica Minolta that we would not be renewing the contract and we are looking at the three vendors to come in and offer their services and printers under a lease 3 year agreement. The vendor will provide the multifunctional printer(s) given in their bid as well as full maintenance as listed in their bids. The bids includes toner, maintenance, support and is environmentally friendly.

It was moved by David Crespín and seconded by Chris Ceretto to approve the three-year lease for printers at City Hall, Finance Department, Police Department and Recreation Center. Motion carried unanimously by a roll call vote.

STAFF REPORTS

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 18, 2016

Ken Poncelow Chief of Police invited the Council to attend the Chamber Business After Hours event, to be held on May 6, 2016. The night will be filled with lots of activities, such as felony traffic stops, and building security.

MAYOR/COUNCIL REPORTS

No Reports

FUTURE CITY EVENTS

April 23, 2016	City of Fort Lupton Clean Up Day – Public Works Shop, 800 12 th Street- 8:00 a.m. - 12:00 p.m. - See Website for details
April 27, 2016	Town Hall Meeting – City Hall, 130 S McKinley Avenue- 6:30-7:30 P.M.

ADJOURNMENT

It was moved by Bob McWilliams and seconded by everybody else to adjourn the April 18, 2016, at 7:14 p.m.

Motion carried on voice vote.

Respectfully submitted,

Nanette S. Fornof, City Clerk

Approved by City Council

Tommy Holton, Mayor

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Tommy Holton, Mayor

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

AM 2016-071

**REVISION TO MUNICIPAL CODE SECTION 13-85 REGARDING
BACKFLOW PREVENTION / CROSS CONNECTION CONTROL**

I. Agenda Date: Council Meeting – May 2, 2016

- II. Attachments:**
- a. Ordinance
 - b. Backflow Prevention / Cross Connection Control Program, April 2016
 - c. Section 13-85 Municipal Code Revised.
 - d. Section 3.24.09 added Design Standards
 - e. Water Quality Control Division Policy Guidance DW-007
 - f. Example Ordinance from Colorado Department of Public Health & Environment

III. Summary Statement:

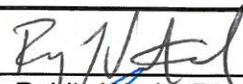
Adopt an Ordinance in compliance with revised state standards for drinking water system operators revising City of Fort Lupton Municipal Code Section 13-85 and adoption of the Public Works Backflow Prevention / Cross Connection Control Plan.

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:

Adopt an Ordinance placing the Public Works Backflow Prevention / Cross Connection Control Plan in the Fort Lupton Municipal Code. The proposed Resolution approves the Plan as presented and revises Section 13-85 of the Municipal Code to comply with revised state standards and regulations.

State standards now require added authority for public water suppliers to control cross connections and prevent potential backflow events in the distribution system. Multi-family residential facilities are now included in the monitoring and annual inspection program. The written program is a new requirement to state standards.

X. Legal/Political Considerations:

Section 39 of 5 CCR 1002-11, Colorado Primary Drinking Water Regulations.

XI. Alternatives/Options:

Do Nothing: City will not meet requirements for upcoming sanitary survey to be performed by CDPHE.

Approve Resolution as presented.

Return to Public Works for modifications.

XII. Financial Considerations:

NONE

XIII. Staff Recommendation:

Staff recommends adoption of the Backflow Prevention / Cross Connection Control Plan and revisions to the Section 13-85 of the Municipal Code.

ORDINANCE NO. 2016-???

INTRODUCED BY:

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

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, AS FOLLOWS:

WHEREAS, in 2015, State of Colorado Water Quality Control Commission revised Section 11.37 and of Regulation 11 which became the Backflow Prevention and Cross-Connection Control (BPCCC) Rule, located in Section 11.39 of Regulation 11, effective January 1, 2016; and

WHEREAS, all water suppliers must comply with the BPCCC Rule; and

WHEREAS, that the Department of Health and Environment will evaluate at will and during sanitary surveys; and

WHEREAS, the City of Fort Lupton wishes to provide for the preservation and promotion of the public health, welfare and safety of the inhabitants of the City and of the public and for the preservation and promotion of the convenience, good order, tranquility, prosperity, happiness, morals, best interest and general welfare of said people; and

WHEREAS, the intent is to protect the public water system from contaminants or pollutants that could enter the distribution system by backflow from a customer's water supply system through the service connection; and

WHEREAS, City Council deems it necessary to repeal and amend certain Sections of Chapter 13, Article VI of the Fort Lupton Municipal Code; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO:

Chapter 13, Article VI, Section 13-85 of the Fort Lupton Municipal Code is hereby amended as follows:

Sec. 13-85. – Backflow Prevention and Cross Connection Control Program.

(a) Purpose.

(1) The purpose of the Section and the Program adopted herein is to provide for the preservation and promotion of the public health, welfare and safety of the inhabitants of the City and of the public and for the preservation and promotion of the convenience, good order, tranquility, prosperity, happiness, morals, best interest and general welfare of said people. The intent is to protect the public water system from contaminants or pollutants that could enter the distribution system by backflow from a customer's water supply system through the service connection.

(2) The Fort Lupton Backflow Prevention and Cross Connection Control Program is designed to provide the City procedures for the implementation, maintenance and enforcement of backflow prevention practices pursuant to federal and state regulations pertaining to cross-connection control.

(b) Pursuant to Title 31, Article 16, Parts 1 and 2, C.R.S., there is hereby adopted by reference the Fort Lupton Backflow Prevention and Cross Connection Control Program, prepared and maintained by the City Public Works. The City Clerk shall certify to the passage of this Section and make one (1) copy of the adopted plan available to the public during regular business hours.

(c) Authority

The authority to implement this program is contained in the following statute, legislation and regulations and acts:

(1) Article 1-114 and Article 1-114.1 of Title 25 of the Colorado Revised Statutes (CRS)

(2) Section 39 of 5 CCR 1002-11, Colorado Primary Drinking Water Regulations

(3) Colorado Plumbing Code

The Public Works Director shall have the authority to survey all service connections within the distribution system to determine if the connection is a cross-connection.

The Public Works Director shall have the authority to control all service connections within the distribution system if the connection is a cross-connection.

The Public Works Director shall maintain records of cross-connection surveys and the installation, testing and repair of all backflow prevention assemblies installed for containment and containment by isolation purposes.

Except as otherwise provided herein, the Public Works Director shall administer, implement and enforce the provisions of this Ordinance.

(d) Applicability

This Ordinance applies to all commercial, industrial and multi-family residential service connections within the public water system and to any persons outside the City who are, by contract or agreement with the public water system, users of the public water system. This Ordinance does not apply to single-family-residential service connections unless the Public Works Director becomes aware of a cross connection at the single family connection.

(e) Requirements

(1) Commercial, industrial and multi-family service connections shall be subject to a survey for cross connections. If a cross connection has been identified an appropriate

backflow prevention assembly and or method shall be installed at the customer's water service connection within 120 days of its discovery. The assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the Public Works Director. If the assembly or method cannot be installed within 120 days the Public Works Director must take action to control or remove the cross connection, suspended service to the cross connection or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment.

- (2) Backflow prevention assemblies and methods shall be installed in accordance with Chapter 3 of the City's Standards, the City's Construction Specifications and Colorado Plumbing Code.
 - (3) The Public Works Director shall require inspection, testing, maintenance and as needed repairs and replacement of all backflow prevention assemblies and methods, and of all required installations within the owner's plumbing system in the cases where containment assemblies and or methods cannot be installed.
 - (4) All costs for design, installation, maintenance, testing and as needed repair and replacement are to be borne by the customer.
 - (5) No grandfather clauses exist except for fire sprinkler systems where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system.
 - (6) For new buildings, all building plans must be submitted to the Public Works Director and approved prior to the issuance of water service.
- (f) Inspection, Testing and Repair
- (1) Backflow prevention assemblies or methods shall be tested by a Certified Cross-Connection Control Technician upon installation and tested at least annually, thereafter. The tests shall be made at the expense of the customer.
 - (2) Any backflow prevention assemblies or methods that are non-testable, shall be inspected at least once annually by a certified cross-connection control technician. The inspections shall be made at the expense of the customer.
- (g) Reporting and Recordkeeping
- (1) Copies of records of test reports, repairs and retests, or replacements shall be kept by the customer for a minimum of three (3) years.
 - (2) Copies of records of test reports, repairs and retests shall be submitted to the Public Works Director by mail, facsimile or e-mail by the testing company or testing technician.
- (h) Right of entry
- A properly credentialed representative of the Public Works Director shall have the right of entry to survey any and all buildings and premises for the presence of cross-connections for possible contamination risk to and for determining compliance with this section. This right of entry shall be a condition of water service in order to protect the health, safety and welfare of customers throughout the public water system's distribution system.

(i) Compliance

(1) Customers shall cooperate with the installation, inspection, testing, maintenance, and as needed repair and replacement of backflow prevention assemblies and with the survey process. For any identified uncontrolled cross-connections, the Public Works Director shall complete one of the following actions within 120 days of its discovery:

- i. Control the cross connection
- ii. Remove the cross connection
- iii. Suspend service to the cross connection

(2) The Public Works Director shall give notice in writing to any owner whose plumbing system has been found to present a risk to the public waters system's distribution system through an uncontrolled cross connection. The notice and order shall state that the owner must install a backflow prevention assembly or method at each service connection to the owner's premises to contain the water service. The notice and order will give a date by which the owner must comply.

- i. In instances where a backflow prevention assembly or method cannot be installed, the owner must install approved backflow prevention assemblies or methods at all cross-connections within the owner's water supply system. The notice and order will give a date by which the owner must comply.

(j) Violations and Penalties.

Any violation of the provisions of this ordinance, shall, upon conviction be punishable as provided in all applicable statutes, laws, and regulations.

(k) Conflict with other codes.

If a dispute or conflict arises between the Colorado Plumbing Code as adopted herein, and any plumbing, mechanical, building, electrical, fire or other code adopted by the State, then the most stringent provisions of each respective code shall prevail.

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

PUBLISHED in the Fort Lupton Press the 2016.

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

EFFECTIVE (after publication) the day of 2016.

CITY OF FORT LUPTON, COLORADO

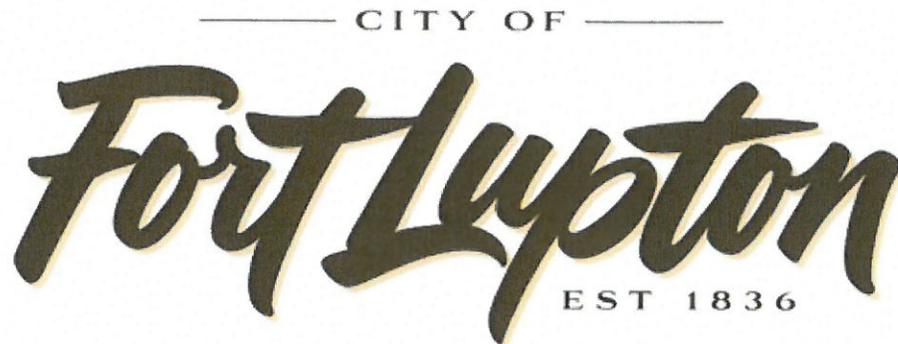
Tommy Holton, Mayor

ATTEST:

Nanette Fornof, MMC
City Clerk

Approved as to form:

Andy Ausmus, City Attorney



**PUBLIC WORKS
Backflow Prevention /
Cross Connection Control
Program**

April, 2016

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1.0 GENERAL PROVISIONS

1.1 Purpose and Effect

The purpose of this document is to provide a written backflow prevention and cross-connection control program for the City of Fort Lupton Public Works Department in compliance with Regulation No. 11.

1.2 Enactment Authority

The City of Fort Lupton City Council passed Ordinance No. 16-18, § 1(A), 6-16-2016) providing changes to Municipal Code Section 13-85. – Backflow Prevention and Cross Connection Control Program.

Sec. 13-85. – Backflow Prevention and Cross Connection Control Program.

(a) Purpose.

(1) The purpose of the Section and the Program adopted herein is to provide for the preservation and promotion of the public health, welfare and safety of the inhabitants of the City and of the public and for the preservation and promotion of the convenience, good order, tranquility, prosperity, happiness, morals, best interest and general welfare of said people. The intent is to protect the public water system from contaminants or pollutants that could enter the distribution system by backflow from a customer’s water supply system through the service connection.

(2) The Fort Lupton Backflow Prevention and Cross Connection Control Program is designed to provide the City procedures for the implementation, maintenance and enforcement of backflow prevention practices pursuant to federal and state regulations pertaining to cross-connection control.

(b) Pursuant to Title 31, Article 16, Parts 1 and 2, C.R.S., there is hereby adopted by reference the Fort Lupton Backflow Prevention and Cross Connection Control Plan, prepared and maintained by the City Public Works. The City Clerk shall certify to the passage of this Section and make one (1) copy of the adopted plan available to the public during regular business hours.

(c) Authority

The authority to implement this program is contained in the following statute, legislation and regulations and acts:

- (1) Article 1-114 and Article 1-114.1 of Title 25 of the Colorado Revised Statutes (CRS)
- (2) Section 39 of 5 CCR 1002-11, Colorado Primary Drinking Water Regulations
- (3) Colorado Plumbing Code

The Public Works Director shall have the authority to survey all service connections within the distribution system to determine if the connection is a cross-connection.

The Public Works Director shall have the authority to control all service connections within the distribution system if the connection is a cross-connection.

The Public Works Director shall maintain records of cross-connection surveys and the installation, testing and repair of all backflow prevention assemblies installed for containment and containment by isolation purposes.

Except as otherwise provided herein, the Public Works Director shall administer, implement and enforce the provisions of this Ordinance.

(d) Applicability

This Ordinance applies to all commercial, industrial and multi-family residential service connections within the public water system and to any persons outside the City who are, by contract or agreement with the public water system, users of the public water system. This Ordinance does not apply to single-family-residential service connections unless the Public Works Director becomes aware of a cross connection at the single family connection.

(e) Requirements

- (1) Commercial, industrial and multi-family service connections shall be subject to a survey for cross connections. If a cross connection has been identified an appropriate backflow prevention assembly and or method shall be installed at the customer's water service connection within 120 days of its discovery. The assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the Public Works Director. If the assembly or method cannot be installed within 120 days the Public Works Director must take action to control or remove the cross connection, suspended service to the cross connection or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment.
- (2) Backflow prevention assemblies and methods shall be installed in accordance with Chapter 3 of the City's Standards, the City's Construction Specifications and Colorado Plumbing Code.
- (3) The Public Works Director shall require inspection, testing, maintenance and as needed repairs and replacement of all backflow prevention assemblies and methods, and of all required installations within the owner's plumbing system in the cases where containment assemblies and or methods cannot be installed.
- (4) All costs for design, installation, maintenance, testing and as needed repair and replacement are to be borne by the customer.
- (5) No grandfather clauses exist except for fire sprinkler systems where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system.

(6) For new buildings, all building plans must be submitted to the Public Works Director and approved prior to the issuance of water service.

(f) Inspection, Testing and Repair

(1) Backflow prevention assemblies or methods shall be tested by a Certified Cross-Connection Control Technician upon installation and tested at least annually, thereafter. The tests shall be made at the expense of the customer.

(2) Any backflow prevention assemblies or methods that are non-testable, shall be inspected at least once annually by a certified cross-connection control technician. The inspections shall be made at the expense of the customer.

(g) Reporting and Recordkeeping

(1) Copies of records of test reports, repairs and retests, or replacements shall be kept by the customer for a minimum of three (3) years.

(2) Copies of records of test reports, repairs and retests shall be submitted to the Public Works Director by mail, facsimile or e-mail by the testing company or testing technician.

(h) Right of entry

A properly credentialed representative of the Public Works Director shall have the right of entry to survey any and all buildings and premises for the presence of cross-connections for possible contamination risk to and for determining compliance with this section. This right of entry shall be a condition of water service in order to protect the health, safety and welfare of customers throughout the public water system's distribution system.

(i) Compliance

(1) Customers shall cooperate with the installation, inspection, testing, maintenance, and as needed repair and replacement of backflow prevention assemblies and with the survey process. For any identified uncontrolled cross-connections, the Public Works Director shall complete one of the following actions within 120 days of its discovery:

- i. Control the cross connection
- ii. Remove the cross connection
- iii. Suspend service to the cross connection

(2) The Public Works Director shall give notice in writing to any owner whose plumbing system has been found to present a risk to the public waters system's distribution system through an uncontrolled cross connection. The notice and order shall state that the owner must install a backflow prevention assembly or method at each service connection to the owner's premises to contain the water service. The notice and order will give a date by which the owner must comply.

- i. In instances where a backflow prevention assembly or method cannot be installed, the owner must install approved backflow prevention assemblies or methods at all cross-connections within the owner's water supply system. The notice and order will give a date by which the owner must comply.

(j) **Violations and Penalties.**

Any violation of the provisions of this ordinance, shall, upon conviction be punishable as provided in all applicable statues, laws, and regulations.

(k) **Conflict with other codes.**

If a dispute or conflict arises between the Colorado Plumbing Code as adopted herein, and any plumbing, mechanical, building, electrical, fire or other code adopted by the State, then the most stringent provisions of each respective code shall prevail.

1.3 Public Works Responsibilities

Water Distribution
Backflow Prevention Program

1.4 Relationship to Other Departments

City Clerk
Business License

Finance
Coordination of expenditures and budget
Utility meter reading
Water shut-off and turn on

Water/Wastewater

Sec. 2-66. - Enterprises Department.

- (a) Establishment. There is established the Enterprises Department.
- (b) Functions. The functions of the Enterprises Department shall include:
 - (1) Managing any water enterprise, including operating and maintaining water sources, treatment and distribution facilities and complying with all applicable federal and state regulations;
 - (2) Managing any wastewater enterprise, including operating and maintaining wastewater treatment and collection facilities and complying with all applicable federal and state regulations;

(Ord. 99-754)

Planning

Provide review of development plans for compliance with City Standards.

1.5 Relationship to Other Standards, Permits and Plans

City of Fort Lupton Construction Standards & Specifications

The Standards & Specifications are applicable to all City contracts as well as contracts made for the development of property in the City. *(Ord. No. 98-18, § 1(A), 6-16-1998)*

Section 3.24.09 was added to the City design standards to cover technical requirements of the backflow prevention and cross connection control program.

3.24.09 Backflow Prevention Cross Connection Control

(1) Purpose

The purpose of this program is to protect the public water system from contaminants or pollutants that could enter the distribution system by backflow from a customer’s water supply system through the service connection.

(2) Authority

The authority to implement this program is contained in the following statute, legislation and regulations and acts:

- a. Article 1-114 and Article 1-114.1 of Title 25 of the Colorado Revised Statutes (CRS)
- b. Section 39 of 5 CCR 1002-11, Colorado Primary Drinking Water Regulations
- c. Colorado Plumbing Code

(3) Applicability

This Standard applies to all commercial, industrial and multi-family residential service connections within the public water system and to any persons outside the City who are, by contract or agreement with the public water system, users of the public water system. This Standard does not apply to single-family-residential service connections unless the Public Works Director becomes aware of a cross connection at the single family connection.

(4) Definitions

- a. “ACTIVE DATE” means the first day that a backflow prevention assembly or backflow prevention method is used to control a cross-connection in each calendar year.
- b. “AIR GAP” is a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel installed in accordance with standard AMSE A112.1.2.
- c. “BACKFLOW” means the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the public water systems distribution system from any source or sources other than its intended source.
- d. “BACKFLOW CONTAMINATION EVENT” means backflow into a public water system from an uncontrolled cross connection such that the

- water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health and/or safety risk to the public.
- e. “BACKFLOW PREVENTION ASSEMBLY” means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an in-line field-testable assembly.
 - f. “BACKFLOW PREVENTION METHOD” means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.
 - g. “CERTIFIED CROSS-CONNECTION CONTROL TECHNICIAN” means a person who possesses a valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA). If a certification has expired, the certification is invalid.
 - h. “CONTAINMENT” means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the public water system that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the public water system is prevented.
 - i. “CONTAINMENT BY ISOLATION” means the installation of backflow prevention assemblies or backflow prevention methods at all cross connections identified within a customer’s water system such that backflow from a cross connection into the public water system is prevented.
 - j. “CONTROLLED” means having a properly installed, maintained, and tested or inspected backflow prevention assembly or backflow prevention method that prevents backflow through a cross connection.
 - k. “CROSS CONNECTION” means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a customer’s water system into a public water system’s distribution system or any other part of the public water system through backflow.
 - l. “MULTI-FAMILY” means a single residential connection to the public water system’s distribution system from which two or more separate dwelling units are supplied water.
 - m. “SINGLE-FAMILY” means:
 - i. A single dwelling which is occupied by a single family and is supplied by a separate service line; or
 - ii. A single dwelling comprised of multiple living units where each living unit is supplied by a separate service line.
 - n. “UNCONTROLLED” means not having a properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross connection.

- o. "WATER SUPPLY SYSTEM" means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure, or premises. Water supply systems are also referred to commonly as premise plumbing systems.
- (5) Requirements
- a. Commercial, industrial and multi-family service connections shall be subject to a survey for cross connections. If a cross connection has been identified an appropriate backflow prevention assembly and or method shall be installed at the customer's water service connection within 120 days of its discovery. The assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the public water system. If the assembly or method cannot be installed within 120 days the Public Works Director must take action to control or remove the cross connection, suspended service to the cross connection or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment.
 - b. In no case shall it be permissible to have connections or tees between the meter and the containment backflow prevention assembly.
 - i. In instances where a reduced pressure principle backflow preventer cannot be installed, the owner must install approved backflow prevention devices or methods at all cross-connections within the owner's plumbing system.
 - c. Backflow prevention assemblies and methods shall be installed in a location which provides access for maintenance, testing and repair.
 - d. Reduced pressure principle backflow preventers shall not be installed in manner subject to flooding.
 - e. Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a mater which does not impact waters of the state.
 - f. All assemblies and methods shall be protected to prevent freezing. Those assemblies and methods used for seasonal services may be removed in lieu of being protected from freezing. The assemblies and methods must be reinstalled and then tested by a certified cross-connection control technician upon reinstallation.
 - g. Where a backflow prevention assembly or method is installed on a water supply system using storage water heating equipment such that thermal expansion causes an increase in pressure, a device for controlling pressure shall be installed.
 - h. All backflow prevention assemblies shall be tested at the time of installation and on an annual schedule thereafter. Such tests must be conducted by a Certified Cross-Connection Control Technician.
 - i. The Public Works Director shall require inspection, testing, maintenance and as needed repairs and replacement of all backflow prevention assemblies and methods, and of all required installations within the owner's plumbing system in the cases where containment assemblies and or methods cannot be installed.
 - j. All costs for design, installation, maintenance, testing and as needed repair and replacement are to be borne by the customer.

- k. No grandfather clauses exist except for fire sprinkler systems where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system.
 - l. For new buildings, all building plans must be submitted to the Public Works Director and approved prior to the issuance of water service. Building plans must show:
 - i. Water service type, size and location
 - ii. Meter size and location
 - iii. Backflow prevention assembly size, type and location
 - iv. Fire sprinkler system(s) service line, size and type of backflow prevention assembly.
 - i. All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for containment of the system.
 - ii. All glycol (ethylene or propylene), or antifreeze systems shall have an approved reduced pressure principle backflow preventer for containment.
 - iii. Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.
 - iv. In cases where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system the Public Works Director can chose to not require the backflow protection. The Public Works Director will measure chlorine residual at location representative of the service connection once a month and perform periodic bacteriological testing at the site. If the Public Works Director suspects water quality issues the Public Works Director will evaluate the practicability of requiring that the fire sprinkler system be flushed periodically.
- (6) Inspection, Testing and Repair
- a. Backflow prevention assemblies or methods shall be tested by a Certified Cross-Connection Control Technician upon installation and tested at least annually, thereafter. The tests shall be made at the expense of the customer.
 - i. Any backflow prevention assemblies or methods that are non-testable, shall be inspected at least once annually by a certified cross-connection control technician. The inspections shall be made at the expense of the customer.
 - b. As necessary, backflow prevention assemblies or methods shall be repaired and retested or replaced and tested at the expense of the customer whenever the assemblies or methods are found to be defective.
 - c. Testing gauges shall be tested and calibrated for accuracy at least once annually.
- (7) Reporting and Recordkeeping
- a. Copies of records of test reports, repairs and retests, or replacements shall be kept by the customer for a minimum of three (3) years.

- b. Copies of records of test reports, repairs and retests shall be submitted to the Public Works Director by mail, facsimile or e-mail by the testing company or testing technician.
- c. Information on test reports shall include, but may not be limited to,
 - i. Assembly or method type
 - ii. Assembly or method location
 - iii. Assembly make, model and serial number
 - iv. Assembly size
 - v. Test date; and
 - vi. Test results including all results that would justify a pass or fail outcome
 - vii. Certified cross-connection control technician certification agency
 - viii. Technician's certification number
 - ix. Technician's certification expiration date
 - x. Test kit manufacturer, model and serial number
 - xi. Test kit calibration date

- b. The Public Works Director shall give notice in writing to any owner whose plumbing system has been found to present a risk to the public waters system's distribution system through an uncontrolled cross connection. The notice and order shall state that the owner must install a backflow prevention assembly or method at each service connection to the owner's premises to contain the water service. The notice and order will give a date by which the owner must comply.
 - i. In instances where a backflow prevention assembly or method cannot be installed, the owner must install approved backflow prevention assemblies or methods at all cross-connections within the owner's water supply system. The notice and order will give a date by which the owner must comply.

- (10) Conflict with other codes.
 - a. If a dispute or conflict arises between the Colorado Plumbing Code, and any plumbing, mechanical, building, electrical, fire or other code adopted by the State, then the most stringent provisions of each respective code shall prevail.

1.6 Regulation requirements

A supplier that violates the Colorado Primary Drinking Water Regulations or an enforcement order(s) may be subject to civil or criminal actions pursuant to the provisions of sections 25-1-114 and 25-1-114.1, Colorado Revised Statutes.

1.6.1 Federal

Environmental Protection Agency (EPA) - The United States Environmental Protection Agency (EPA or sometimes USEPA) is an agency of the U.S. federal government which was created for the purpose of protecting human health and the environment by writing and enforcing regulations based on laws passed by Congress.

The **Safe Drinking Water Act (SDWA)** is the principal federal law in the United States intended to ensure safe drinking water for the public. Pursuant to the act, the [Environmental Protection Agency](#) (EPA) is required to set standards for drinking water quality and oversee all states, localities, and water suppliers who implement these standards. SDWA applies to every public water system (PWS) in the United States.

1.6.2 State Regulations

**COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
WATER QUALITY CONTROL COMMISSION
REGULATION NO. 11**

COLORADO PRIMARY DRINKING WATER REGULATIONS (5 CCR 1002-11)

The mission of the Colorado Department of Public Health and Environment is to protect and improve the health of Colorado's people and the quality of its environment.

11.1(1) Authority

The Water Quality Control Commission has promulgated the *Colorado Primary Drinking Water Regulations* pursuant to sections 24-4-104, 24-4-105, 25-1.5-101, 25-1.5 Part 2, 25-1-109, 25-1-114, 25-1-114.1, and 25-8-202, Colorado Revised Statutes.

11.1(2) Purpose

The purpose of the *Colorado Primary Drinking Water Regulations* is to assure the safety of public drinking water supplies and to enable the state of Colorado to assume responsibility for enforcing the standards established by the federal Safe Drinking Water Act (i.e., Public Law 93-523), as amended.

11.39 BACKFLOW PREVENTION AND CROSS-CONNECTION CONTROL RULE

Regulation 11 section 11.39 states that the supplier is prohibited from installing or permitting any uncontrolled cross connection. The concept of prohibition from installing or permitting an uncontrolled cross connection directly relates to the supplier of water's actions once the supplier becomes aware of a cross connection.

Installing means modifications or additions to waterworks or water supply systems that create a cross connection. In this case, the supplier is prohibited from intentionally performing any actions which would result in the creation of a cross connection.

Permitting an uncontrolled cross connection in the context of Regulation 11.39 means the supplier has allowed their users or customers to continue to have an uncontrolled cross connection past the regulatory-defined timelines. If the regulatory-defined timelines have elapsed and the supplier has not taken any of the required actions outlined, then the supplier is allowing, or permitting, the cross connection to exist and is in violation of Regulation 11.

2.0 Survey Process and Documentation

The commercial and industrial survey questionnaire is used to determine backflow requirements at non-residential properties. The multi-family questionnaire is being sent out to all metered locations that may be configured in a multi-family facility. Both questionnaires are located in Appendix 2.

Upon return of the questionnaires, staff will determine the need for follow-up and inspection requirements for each facility. Additional information regarding the backflow prevention and cross connection control program will be delivered to the property owner to initiate further requirements.

Multi-family means

- A single residential connection to the public water system's distribution system from which two or more separate dwelling units are supplied water.

Single-family means:

- A single dwelling which is occupied by a single family and is supplied by a separate service line;
- A single dwelling comprised of multiple living units where each living unit is supplied by a separate service line.
- If a water supplier has ownership and maintenance responsibilities of a service line up to a point of single-connections such connections may be considered a single-family-residential-connection even if this connection is to a multi-family dwelling unit. It is important to be aware that all other applicable parts of Regulation 11 will also apply to those new acquired waterworks (i.e. distribution system) and that any irrigation or other cross connections that are directly connected to the newly acquired service line would have to be controlled in accordance with Regulation 11.39.

Once the supplier has identified the total number of non-single family residential connections, the supplier must survey the connections to identify cross connections. The supplier must document the process for conducting surveys. Surveys can be performed onsite by a person designated by public water system or can be of a questionnaire type. The supplier's survey process should identify potential service connections and uses that when identified may trigger cross-connection control requirements.

3.0 Method and Selection

The “*Colorado Cross-Connection Control Manual*” is referenced as the source for selection of backflow devices.

The certified technicians hired by the property owner will select the appropriate device and method of cross connection control.

11.39(3) Treatment Technique Requirements for the Control of Cross Connections

- (a) If the supplier learns of a suspected or confirmed backflow contamination event, the supplier must notify and consult with the Department on any appropriate corrective measures no later than 24 hours after learning of the backflow contamination event.
- (b) The supplier is prohibited from installing or permitting any uncontrolled cross connection to the distribution system or within the supplier’s waterworks.
- (c) The supplier must survey all non-single-family-residential connections to the public water system to determine if the connection is a cross connection unless the supplier controls that connection with the most protective backflow prevention assembly or backflow prevention method. The supplier must survey all connections within the supplier’s waterworks to determine if the connection is a cross connection.
 - (i) If the supplier identifies a cross connection during a survey, the supplier must determine the type of backflow prevention assembly or backflow prevention method to control the cross connection.
 - (ii) If the supplier becomes aware of a single-family-residential connection to the public water system that is a cross connection, the supplier must determine the type of backflow prevention assembly or backflow prevention method to control the cross connection.
 - (iii) The supplier must achieve the survey compliance ratios as specified in Table 11.39-I.
- d) If the supplier discovers an uncontrolled cross connection and a suspected or confirmed backflow contamination event has not occurred, the supplier must:
 - (i) No later than 120 days after its discovery, install and maintain or require the customer to install and maintain a backflow prevention assembly or backflow prevention method at the uncontrolled cross connection, suspend service to the customer, or remove the cross connection.
 - (A) If the supplier is unable to meet the 120-day deadline, the supplier must consult with the Department and the Department may approve an alternative schedule.
 - (B) The supplier can either control cross connections discovered within a customer’s water system by containment or containment by isolation.
 - (I) “CONTAINMENT” means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the public water system that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the public water system is prevented.
 - (II) “CONTAINMENT BY ISOLATION” means the installation of backflow prevention assemblies or backflow prevention methods at all cross connections identified within a customer’s water system such that backflow from a cross connection into the public water system is prevented.
 - (C) The supplier must ensure that all installed backflow prevention assemblies used to control cross connections are tested by a Certified Cross-Connection Control Technician upon installation.
 - (D) The supplier must ensure that all installed backflow prevention methods used to control cross connections are inspected by the supplier or a Certified Cross-Connection Control Technician upon installation.

If the supplier discovers an uncontrolled cross connection and believes that a backflow contamination event has not occurred, the supplier must: first determine the type of backflow prevention assembly or backflow prevention method needed to control the cross connection and second install and maintain or require the customer to install and maintain a backflow prevention assembly or backflow prevention method at the uncontrolled cross connection, suspend service to the customer, or remove the cross connection, no later than 120 days after its discovery.

***Note to supplier. Suppliers should include in the written BPCCC program guidelines and criteria used to select the type of backflow prevention assembly or method used to control an identified cross connection. Guidelines and criteria should address examples of cross connections throughout the water systems distribution system along with the corresponding appropriate backflow prevention assembly and or backflow prevention method used to control the identified cross connection. Part 4.3 of [SDWP Policy 7](#) provides various examples of backflow prevention assemblies and methods and when the use of such assemblies and methods may be appropriate.

4.0 Monitor and Track

Aqua Backflow is contracted to provide tracking and notification to property owners with backflow devices.

Notifications of inspections due are sent to each of the identified cross connection controls. Certified inspectors are listed on the web site for the property owners' to contact and coordinate the annual inspections.

Inspection reports are provided by the inspectors to Aqua Backflow for input to the database. Reports are saved by Aqua Backflow and accessible for the web.

Public Works administration also maintains copies of inspection reports. When reports are sent to the city, staff will coordinate and share with Aqua Backflow.

Property owners are responsible for the costs of inspections and repairs of all backflow devices in their facilities.

(e) The supplier must ensure that backflow prevention assemblies used to control cross connections are tested annually by a Certified Cross-Connection Control Technician and maintained. The supplier must achieve the backflow prevention assembly annual testing compliance ratios as specified in Table 11.39-II.

5.0 Annual Report

11.39(4) Backflow Prevention and Cross-Connection Control Program Annual Written Report

A written backflow prevention and cross-connection control program report for the previous calendar year will be prepared that includes all of the following information:

- (i) Total number of non-single-family-residential connections to the public water system and connections within the supplier's waterworks.
 - (A) The supplier is not required to include any non-single-family-residential connections identified after October 31 of the calendar year in the total number of non-single-family-residential connections to the public water system until the following calendar year.
- (ii) Total number of connections surveyed to determine if cross connections are present.
- (iii) Survey compliance ratio.
- (iv) Total number of identified cross connections.
- (v) Number of uncontrolled cross connections identified during the calendar year.
 - (A) Number of identified uncontrolled cross connections that were controlled within 120 days of discovery.
 - (B) Number of identified uncontrolled cross connections that were not controlled within 120 days of discovery.
- (vi) Number of backflow prevention assemblies installed at cross connections that were used during the calendar year.
- (vii) Number of backflow prevention methods installed at cross connections that were used during the calendar year.
- (viii) Number of connections where service was suspended as specified in 11.39(3) during the calendar year.
- (ix) Number of backflow prevention assemblies used to control cross connections that were tested by a Certified Cross Connection Control Technician during the calendar year.
- (x) Backflow prevention assembly annual testing compliance ratio.
- (xi) Beginning January 1, 2021, the number and location of backflow prevention assemblies not tested during the calendar year covered by the report.
- (xii) Number of backflow prevention methods used to control cross connections that were inspected during the calendar year.
- (xiii) Backflow prevention method annual inspection compliance ratio.
- (xiv) The number and location of backflow prevention methods not inspected during the calendar year covered by the report.

The annual reports will be maintained in Appendix A of this document.

6.0 Notification Requirements

Regulation 11.39(7) requires that we notify the Department within 48 hours in any instance the supplier becomes aware of any backflow prevention and cross-connection control violation and any backflow prevention and cross-connection control treatment technique violation specified in Regulation 11.39(6).

Such notifications to the Department can be written, verbal, or made by other means. The Department can be notified via telephone at **303.692.2000** and contacting the Department's Water Quality Control Division's backflow prevention and cross connection control specialist. The Department can also be notified via email at cdphe.wqenginfo@state.co.us sent to the attention of the backflow prevention and cross-connection control specialist.

Public Notice Requirements

Regulation 11.39(7) requires that suppliers distribute Tier 2 public notice as specified in Regulation 11.33 in any instance the supplier becomes aware of any backflow prevention and cross-connection control treatment technique violation.

Regulation 11.39(7) requires that suppliers distribute Tier 3 public notice as specified in Regulation 11.33 a in any instance the supplier becomes aware of any backflow prevention and cross-connection control violation.

Please contact your Department assigned compliance officer with any questions regarding to public notice.

References

"Colorado Cross-Connection Control Manual", Colorado Department of Public Health and Environment Water Quality Control Division / Backflow Prevention Education Council of Colorado, Fifth Edition-February 2006.

"Regulation No. 11, Colorado Primary Drinking Water Regulations (5 CCR 1002-11)", Colorado Department of Public Health and Environment, Water Quality Control Commission.

"Regulation 11.39 Backflow Prevention and Cross-connection Control Guidance", Water Quality Control Commission, October 15, 2015.

"Safe Drinking Water Program Policy – Backflow Prevention and Cross-connection Control Rule Implementation Policy", Water Quality Control Division, May 28, 2015.

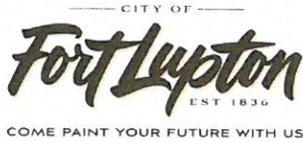
"Cross Connection Control Program Services", Aqua Backflow, Jun 12, 2012.

APPENDIX A

Annual Reports

APPENDIX B

Survey Questionnaires



City of Fort Lupton Public Works Department

Public Works Director –
Roy L. Vestal, P.E.

(303) 857-6694
Fax (303) 857-0351
e-mail: rvestal@fortlupton.org
<http://www.fortlupton.org>

UTILITY SURVEY: INDUSTRIAL AND COMMERCIAL CUSTOMERS

Please read the enclosed brochure, look over the plumbing in your business and answer the questions below. Attach additional sheets if necessary. Thank you for helping protect your potable water supply.

A. GENERAL INFORMATION

1. Name of Business: _____

Mailing Address: _____ Phone: _____

Site Address: _____

2. Name and Title of Contact Person: _____

3. Utility bill number: _____

B. PRODUCTS, SERVICES, WASTEWATER INFORMATION

1. Major products manufactured or services provided at this location:

2. Number of employees at this location:

Full Time: _____

Part Time: _____

Shifts worked per day: _____

Hours: _____

3. What is the Standard Industrial Classification (SIC) Code(s) for the business at this location (if known)? _____

EPA Generator ID number? _____

4. Types of waste discharged to City sanitary sewer system. Check all that apply:

- _____ Sanitary waste from bathrooms
- _____ Cleanup waste from floor drains
- _____ Kitchen waste / food preparation & processing
- _____ Wastewater from manufacturing process(es)
- _____ Wastewater from laundry equipment or car wash
- _____ Wastewater from dry cleaning equipment
- _____ Wastewater from paint booth(s)
- _____ Wastewater from parts cleaning or preparation
- _____ Cooling water discharge
- _____ Other (describe) _____

5. Are there wastewater pretreatment devices installed? Yes No

If yes, please check all that apply and describe the location:

- _____ Sand/Oil Interceptor
- _____ Grease Interceptor
- _____ Grease Trap (generally found under sinks)
- _____ Oil/Water separator
- _____ Clarifier
- _____ Evaporator
- _____ Distillation Unit
- _____ Neutralization Tanks
- _____ Paint Separator
- _____ Other (Describe) _____

a. If pretreatment devices have been installed, how often are they cleaned? _____

b. Name pumping service company (if used): _____

6. Are there floor drains or sinks in locations other than bathrooms? Yes No
If yes, describe the location (you may draw a plan or sketch if necessary) _____

If yes, what chemical or substance may enter them? _____

C. BACKFLOW PREVENTION

1. Are backflow prevention devices installed at the facility, such as Air Gap, Atmospheric Vacuum Breaker, Hose Bibb Vacuum Breaker, Pressure Vacuum Breaker, Double Check Valve and/or Reduce Pressure Zone Preventer?

Yes No Don't know

a. If yes, please describe the type of devices if known or describe their location (you may draw a plan or sketch if necessary).

b. Date that backflow prevention devices were last inspected by a certified backflow prevention technician? _____

2. Are any of the following components found within the building (please place check marks next to all that apply):

- Boiler
- Fire Protection System
- Swimming Pool, Pond or Ornamental Fountain
- Irrigation System
- Outdoor Hose Bibbs
- Second source of water/auxiliary supply: raw water from wells, water tanks
- Tanks, Vats or Vessels containing toxic substances, chemicals or liquids
- Chemical Injector or Feeder Systems
- Corrosion or Scale Inhibitors
- Air Conditioning Cooling Tower
- Solar Heating System
- Hydraulic Aspirators
- Pumps

3. Is process water in use at this site? Yes No

4. Does your operation have any of the following types of process facilities?
(please place checks mark next to all that apply):

- Medical, Dental or Laboratory Facilities
- Laundry or Dry Cleaning Facilities
- Photo Processing or Printing Equipment
- Plating Facilities

5. Does your business have tanker trucks to transport chemicals?
 Yes No

D. CHEMICAL STORAGE

1. Are bulk chemicals received and stored for use in this business?
 Yes No

If yes, please list chemicals used or stored and approximate quantity that will be kept on hand. (Use additional pages if necessary)

a. What methods are in place to prevent toxic and/or hazardous chemicals from entering the sanitary or storm sewer system? (Check all that apply)

- Secondary Containment
- Designated Storage Areas
- Safety and Handling Training for all workers

- _____ Designated disposal procedures are in place
- _____ Flammables Cabinet
- _____ Safety Cabinet
- _____ Other (Describe) _____

2. Is there a Spill Containment & Control Plan in use at this location?

- Yes No N/A

3. Does a waste hauling company remove waste oil, chemicals or other industrial waste?

- Yes No Name _____ of _____ waste hauling company: _____

Name of Individual Completing the Above Survey:

Title: _____ **Date:** _____

By signing this document I acknowledge that to the best of my knowledge the information provided is as accurate as possible.

Thank you so much for completing the survey. Please return the survey to:

City of Fort Lupton
Public Works Department
Cross connection Control Program
Attn: Roy Vestal
130 S. McKinley Avenue
Fort Lupton , CO 80621

Feel free to contact us if you have problems completing this survey, or if you have any questions

303-857-6694
 rvestal@fortlupton.org

Regulatory Information

Federal regulations [40 CFR 403.8(f)(2)(i)] require Publicly Owned Treatment Works to identify and locate all possible industrial users that might be subject to the federally mandated Industrial Pretreatment Program.

Cross Connection Control Regulations: Section 39 of 5 CCR 1002-11, Colorado Primary Drinking Water Regulations; City of Fort Lupton Municipal Code 13-85.



City of Fort Lupton Public Works Department

Public Works Director –
Roy L. Vestal, P.E.

(303) 857-6694
Fax (303) 857-0351
e-mail: rvestal@fortlupton.org
http://www.fortlupton.org

UTILITY SURVEY: MULTI-FAMILY CUSTOMERS

Please read the enclosed brochure, look over the plumbing in your housing complex and answer the questions below. Attach additional sheets if necessary. Thank you for helping protect your potable water supply.

A. GENERAL INFORMATION

1. Name of Complex: _____
Mailing Address: _____ Phone: _____

Site Address: _____

2. Name and Title of Contact Person: _____

3. Utility bill number: _____

B. RESIDENTIAL COMPLEX INFORMATION

1. Number of residential Units _____ 2. Number of water meters _____
2. Do you have a water softener, Reverse Osmosis or other treatment system?
 Yes No

3. Do you have livestock and use a water trough? Yes No

4. Do you have a booster pump, well pump, or any other type water pump?
Yes No

5. Do you receive irrigation water from a different source? Yes No

6. Do you have a backflow protection device on your property now?
Yes No

7. Do you have any water-using equipment not mentioned above?
Yes No

If yes, please list below:

8. Are there floor drains or sinks in locations other than bathrooms?
Yes No

If yes, describe the location (you may draw a plan or sketch if necessary)

If yes, what chemical or substance may enter them?

C. BACKFLOW PREVENTION

1. Are backflow prevention devices installed at the facility, such as Air Gap, Atmospheric Vacuum Breaker, Hose Bibb Vacuum Breaker, Pressure Vacuum Breaker, Double Check Valve and/or Reduce Pressure Zone Preventer Yes No Don't know

a. If yes, please describe the type of devices if known or describe their location (you may draw a plan or sketch if necessary).

b. Date that backflow prevention devices were last inspected by a certified backflow prevention technician? _____

2. Are any of the following components found within the building (please place check marks next to all that apply):

- Boiler
- Hydronic heating or cooling systems
- Fire Protection System
- Swimming Pool, Pond or Ornamental Fountain
- Hot Tub
- Irrigation System
- Outdoor Hose Bibbs
- Second source of water/auxiliary supply: raw water from wells, water tanks
- Air Conditioning Cooling Tower
- Solar Heating System
- Hydraulic Aspirators
- Pumps

4. Does your complex have any of the following types of facilities? (please place checks mark next to all that apply):

- Laundry
- Gym
- Pool

D. CHEMICAL STORAGE

1. Are bulk chemicals received and stored for use at this complex?

Yes No

If yes, please list chemicals used or stored and approximate quantity that will be kept on hand. (Use additional pages if necessary)

a. What methods are in place to prevent toxic and/or hazardous chemicals from entering the sanitary or storm sewer system? (Check all that apply)

- Secondary Containment
- Designated Storage Areas
- Designated disposal procedures are in place
- Flammables Cabinet
- Safety Cabinet
- Other (Describe) _____

2. Is there a Spill Containment & Control Plan in use at this location?

Yes No N/A

Name of Individual Completing the Above Survey:

Title: _____ **Date:** _____

By signing this document I acknowledge that to the best of my knowledge the information provided is as accurate as possible.

Thank you so much for completing the survey. Please return the survey to:

City of Fort Lupton
Public Works Department
Cross connection Control Program
Attn: Roy Vestal
130 S. McKinley Avenue
Fort Lupton , CO 80621

Feel free to contact us if you have problems completing this survey, or if you have any questions

303-857-6694

rvestal@fortlupton.org

Regulatory Information

Cross Connection Control Regulations: Section 39 of 5 CCR 1002-11, Colorado Primary Drinking Water Regulations; City of Fort Lupton Municipal Code 13-85.

1 **Sec. 13-85. - Backflow Prevention and Cross Connection Control Program.**

2 (a) Purpose.

3 (1) The purpose of the Section and the Program adopted herein is to provide for the
4 preservation and promotion of the public health, welfare and safety of the inhabitants of the
5 City and of the public and for the preservation and promotion of the convenience, good order,
6 tranquility, prosperity, happiness, morals, best interest and general welfare of said people.
7 The intent is to protect the public water system from contaminants or pollutants that could
8 enter the distribution system by backflow from a customer's water supply system through the
9 service connection.

10 (2) The Fort Lupton Backflow Prevention and Cross Connection Control Program is designed to
11 provide the City procedures for the implementation, maintenance and enforcement of
12 backflow prevention practices pursuant to federal and state regulations pertaining to cross-
13 connection control.

14 (b) Pursuant to Title 31, **Article 16**, Parts 1 and 2, C.R.S., there is hereby adopted by reference
15 the Fort Lupton Backflow Prevention and Cross Connection Control Plan, prepared and
16 maintained by the City Public Works. The City Clerk shall certify to the passage of this Section
17 and make one (1) copy of the adopted plan available to the public during regular business
18 hours.

19 (c) Authority

20 The authority to implement this program is contained in the following statute, legislation and
21 regulations and acts:
22

23 (1) Article 1-114 and Article 1-114.1 of Title 25 of the Colorado Revised Statutes (CRS)

24 (2) Section 39 of 5 CCR 1002-11, Colorado Primary Drinking Water Regulations

25 (3) Colorado Plumbing Code

26
27
28
29 The Public Works Director shall have the authority to survey all service connections within the
30 distribution system to determine if the connection is a cross-connection.

31 The Public Works Director shall have the authority to control all service connections within the
32 distribution system if the connection is a cross-connection.

33 The Public Works Director shall maintain records of cross-connection surveys and the
34 installation, testing and repair of all backflow prevention assemblies installed for containment
35 and containment by isolation purposes.

36 Except as otherwise provided herein, the Public Works Director shall administer, implement
37 and enforce the provisions of this Ordinance.

38 (d) Applicability

39 This Ordinance applies to all commercial, industrial and multi-family residential service
40 connections within the public water system and to any persons outside the City who are, by
41 contract or agreement with the public water system, users of the public water system. This
42 Ordinance does not apply to single-family-residential service connections unless the Public
43 Works Director becomes aware of a cross connection at the single family connection.

44 (e) Requirements

45 (1) Commercial, industrial and multi-family service connections shall be subject to a survey
46 for cross connections. If a cross connection has been identified an appropriate backflow
47 prevention assembly and or method shall be installed at the customer's water service

48 connection within 120 days of its discovery. The assembly shall be installed downstream of
49 the water meter or as close to that location as deemed practical by the Public Works
50 Director. If the assembly or method cannot be installed within 120 days the Public Works
51 Director must take action to control or remove the cross connection, suspended service to
52 the cross connection or receive an alternative compliance schedule from the Colorado
53 Department of Public Health and Environment.

- 54 (2) Backflow prevention assemblies and methods shall be installed in accordance with
55 Chapter 3 of the City's Standards, the City's Construction Specifications and Colorado
56 Plumbing Code.
- 57 (3) The Public Works Director shall require inspection, testing, maintenance and as needed
58 repairs and replacement of all backflow prevention assemblies and methods, and of all
59 required installations within the owner's plumbing system in the cases where containment
60 assemblies and or methods cannot be installed.
- 61 (4) All costs for design, installation, maintenance, testing and as needed repair and
62 replacement are to be borne by the customer.
- 63 (5) No grandfather clauses exist except for fire sprinkler systems where the installation of a
64 backflow prevention assembly or method will compromise the integrity of the fire
65 sprinkler system.
- 66 (6) For new buildings, all building plans must be submitted to the Public Works Director and
67 approved prior to the issuance of water service.

68
69 (f) Inspection, Testing and Repair

- 70 (1) Backflow prevention assemblies or methods shall be tested by a Certified Cross-
71 Connection Control Technician upon installation and tested at least annually, thereafter.
72 The tests shall be made at the expense of the customer.
- 73 (2) Any backflow prevention assemblies or methods that are non-testable, shall be inspected
74 at least once annually by a certified cross-connection control technician. The inspections
75 shall be made at the expense of the customer.

76
77 (g) Reporting and Recordkeeping

- 78 (1) Copies of records of test reports, repairs and retests, or replacements shall be kept by the
79 customer for a minimum of three (3) years.
- 80 (2) Copies of records of test reports, repairs and retests shall be submitted to the Public
81 Works Director by mail, facsimile or e-mail by the testing company or testing technician.

82
83 (h) Right of entry

84 A properly credentialed representative of the Public Works Director shall have the right of
85 entry to survey any and all buildings and premises for the presence of cross-connections for
86 possible contamination risk to and for determining compliance with this section. This right of
87 entry shall be a condition of water service in order to protect the health, safety and welfare of
88 customers throughout the public water system's distribution system.

89 (i) Compliance

- 90 (1) Customers shall cooperate with the installation, inspection, testing, maintenance, and as
91 needed repair and replacement of backflow prevention assemblies and with the survey
92 process. For any identified uncontrolled cross-connections, the Public Works Director shall
93 complete one of the following actions within 120 days of its discovery:
 - 94 i. Control the cross connection
 - 95 ii. Remove the cross connection
 - 96 iii. Suspend service to the cross connection
- 97 (2) The Public Works Director shall give notice in writing to any owner whose plumbing system
98 has been found to present a risk to the public waters system's distribution system through
99 an uncontrolled cross connection. The notice and order shall state that the owner must
100 install a backflow prevention assembly or method at each service connection to the

101 owner's premises to contain the water service. The notice and order will give a date by
102 which the owner must comply.

103 i. In instances where a backflow prevention assembly or method cannot be
104 installed, the owner must install approved backflow prevention assemblies or
105 methods at all cross-connections within the owner's water supply system. The
106 notice and order will give a date by which the owner must comply.

107 (j) Violations and Penalties.

108 Any violation of the provisions of this ordinance, shall, upon conviction be punishable as
109 provided in all applicable statues, laws, and regulations.

110 (k) Conflict with other codes.

111 If a dispute or conflict arises between the Colorado Plumbing Code as adopted herein, and any
112 plumbing, mechanical, building, electrical, fire or other code adopted by the State, then the
113 most stringent provisions of each respective code shall prevail.

3.24.09 Backflow Prevention Cross Connection Control

(1) Purpose

The purpose of this program is to protect the public water system from contaminants or pollutants that could enter the distribution system by backflow from a customer's water supply system through the service connection.

(2) Authority

The authority to implement this program is contained in the following statute, legislation and regulations and acts:

- a. Article 1-114 and Article 1-114.1 of Title 25 of the Colorado Revised Statutes (CRS)
- b. Section 39 of 5 CCR 1002-11, Colorado Primary Drinking Water Regulations
- c. Colorado Plumbing Code

(3) Applicability

This Standard applies to all commercial, industrial and multi-family residential service connections within the public water system and to any persons outside the City who are, by contract or agreement with the public water system, users of the public water system. This Standard does not apply to single-family-residential service connections unless the Public Works Director becomes aware of a cross connection at the single family connection.

(4) Definitions

- a. "ACTIVE DATE" means the first day that a backflow prevention assembly or backflow prevention method is used to control a cross-connection in each calendar year.
- b. "AIR GAP" is a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel installed in accordance with standard AMSE A112.1.2.
- c. "BACKFLOW" means the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the public water systems distribution system from any source or sources other than its intended source.
- d. "BACKFLOW CONTAMINATION EVENT" means backflow into a public water system from an uncontrolled cross connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health and/or safety risk to the public.
- e. "BACKFLOW PREVENTION ASSEMBLY" means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an in-line field-testable assembly.
- f. "BACKFLOW PREVENTION METHOD" means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.
- g. "CERTIFIED CROSS-CONNECTION CONTROL TECHNICIAN" means a person who possesses a valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA). If a certification has expired, the certification is invalid.

- h. “CONTAINMENT” means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the public water system that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the public water system is prevented.
- i. “CONTAINMENT BY ISOLATION” means the installation of backflow prevention assemblies or backflow prevention methods at all cross connections identified within a customer’s water system such that backflow from a cross connection into the public water system is prevented.
- j. “CONTROLLED” means having a properly installed, maintained, and tested or inspected backflow prevention assembly or backflow prevention method that prevents backflow through a cross connection.
- k. “CROSS CONNECTION” means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a customer’s water system into a public water system’s distribution system or any other part of the public water system through backflow.
- l. “MULTI-FAMILY” means a single residential connection to the public water system’s distribution system from which two or more separate dwelling units are supplied water.
- m. “SINGLE-FAMILY” means:
 - i. A single dwelling which is occupied by a single family and is supplied by a separate service line; or
 - ii. A single dwelling comprised of multiple living units where each living unit is supplied by a separate service line.
- n. “UNCONTROLLED” means not having a properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross connection.
- o. “WATER SUPPLY SYSTEM” means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure, or premises. Water supply systems are also referred to commonly as premise plumbing systems.

(5) Requirements

- a. Commercial, industrial and multi-family service connections shall be subject to a survey for cross connections. If a cross connection has been identified an appropriate backflow prevention assembly and or method shall be installed at the customer’s water service connection within 120 days of its discovery. The assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the public water system. If the assembly or method cannot be installed within 120 days the Public Works Director must take action to control or remove the cross connection, suspended service to the cross connection or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment.
- b. In no case shall it be permissible to have connections or tees between the meter and the containment backflow prevention assembly.
 - i. In instances where a reduced pressure principle backflow preventer cannot be installed, the owner must install approved backflow prevention devices or methods at all cross-connections within the owner’s plumbing system.
- c. Backflow prevention assemblies and methods shall be installed in a location which provides access for maintenance, testing and repair.
- d. Reduced pressure principle backflow preventers shall not be installed in manner subject to flooding.

- e. Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a mater which does not impact waters of the state.
- f. All assemblies and methods shall be protected to prevent freezing. Those assemblies and methods used for seasonal services may be removed in lieu of being protected from freezing. The assemblies and methods must be reinstalled and then tested by a certified cross-connection control technician upon reinstallation.
- g. Where a backflow prevention assembly or method is installed on a water supply system using storage water heating equipment such that thermal expansion causes an increase in pressure, a device for controlling pressure shall be installed.
- h. All backflow prevention assemblies shall be tested at the time of installation and on an annual schedule thereafter. Such tests must be conducted by a Certified Cross-Connection Control Technician.
- i. The Public Works Director shall require inspection, testing, maintenance and as needed repairs and replacement of all backflow prevention assemblies and methods, and of all required installations within the owner's plumbing system in the cases where containment assemblies and or methods cannot be installed.
- j. All costs for design, installation, maintenance, testing and as needed repair and replacement are to be borne by the customer.
- k. No grandfather clauses exist except for fire sprinkler systems where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system.
- l. For new buildings, all building plans must be submitted to the Public Works Director and approved prior to the issuance of water service. Building plans must show:
 - i. Water service type, size and location
 - ii. Meter size and location
 - iii. Backflow prevention assembly size, type and location
 - iv. Fire sprinkler system(s) service line, size and type of backflow prevention assembly.
 - i. All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for containment of the system.
 - ii. All glycol (ethylene or propylene), or antifreeze systems shall have an approved reduced pressure principle backflow preventer for containment.
 - iii. Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.
 - iv. In cases where the installation of a backflow prevention assembly or method will compromise the integrity of the fire sprinkler system the Public Works Director can chose to not require the backflow protection. The Public Works Director will measure chlorine residual at location representative of the service connection once a month and perform periodic bacteriological testing at the site. If the Public Works Director suspects water quality issues the Public Works Director will evaluate the practicability of requiring that the fire sprinkler system be flushed periodically.

(6) Inspection, Testing and Repair

- a. Backflow prevention assemblies or methods shall be tested by a Certified Cross-Connection Control Technician upon installation and tested at least annually, thereafter. The tests shall be made at the expense of the customer.
 - i. Any backflow prevention assemblies or methods that are non-testable, shall be inspected at least once annually by a certified cross-connection control technician. The inspections shall be made at the expense of the customer.

- b. As necessary, backflow prevention assemblies or methods shall be repaired and retested or replaced and tested at the expense of the customer whenever the assemblies or methods are found to be defective.
- c. Testing gauges shall be tested and calibrated for accuracy at least once annually.

(7) Reporting and Recordkeeping

- a. Copies of records of test reports, repairs and retests, or replacements shall be kept by the customer for a minimum of three (3) years.
- b. Copies of records of test reports, repairs and retests shall be submitted to the Public Works Director by mail, facsimile or e-mail by the testing company or testing technician.
- c. Information on test reports shall include, but may not be limited to,
 - i. Assembly or method type
 - ii. Assembly or method location
 - iii. Assembly make, model and serial number
 - iv. Assembly size
 - v. Test date; and
 - vi. Test results including all results that would justify a pass or fail outcome
 - vii. Certified cross-connection control technician certification agency
 - viii. Technician's certification number
 - ix. Technician's certification expiration date
 - x. Test kit manufacturer, model and serial number
 - xi. Test kit calibration date
- b. The Public Works Director shall give notice in writing to any owner whose plumbing system has been found to present a risk to the public waters system's distribution system through an uncontrolled cross connection. The notice and order shall state that the owner must install a backflow prevention assembly or method at each service connection to the owner's premises to contain the water service. The notice and order will give a date by which the owner must comply.
 - i. In instances where a backflow prevention assembly or method cannot be installed, the owner must install approved backflow prevention assemblies or methods at all cross-connections within the owner's water supply system. The notice and order will give a date by which the owner must comply.

(10) Conflict with other codes.

- a. If a dispute or conflict arises between the Colorado Plumbing Code, and any plumbing, mechanical, building, electrical, fire or other code adopted by the State, then the most stringent provisions of each respective code shall prevail.



COLORADO
Department of Public
Health & Environment

WATER QUALITY CONTROL DIVISION
SAFE DRINKING WATER PROGRAM POLICY

POLICY TITLE: Backflow Prevention and Cross-connection Control Rule Implementation Policy	
SDWP policy number:	DW-007
Adoption date:	May 28, 2015
Effective date:	June 1, 2015
Scheduled review date:	June 1, 2018
Version:	1
Approved by :  Ron Falco, P.E. Safe Drinking Water Program Manager	

1.0 Purpose and Background

The purpose of this policy is to clarify the *Colorado Department of Public Health and Environment's* (Department) interpretation of Article 1-114 and Article 1-114.1 of Title 25 of the *Colorado Revised Statutes* and of Section 39 of 5 CCR 1002-11 *Colorado Primary Drinking Water Regulations* (Regulation 11) effective May 1, 2015.

Specifically, this policy clarifies the Department's interpretation of the following:

- Permitting an Uncontrolled Cross Connection
- Ensuring that Activities are Completed - Implementing Legal Authority
- Appropriate Assembly or Method for an Identified Contaminant
- Unacceptable Health and/or Safety Risk
- Site-specific Deviation Criteria
- Most Protective Backflow Prevention Assembly or Method
- Survey Process Documentation
- Public Water System's Water Supply System Cross Connections
- Active Date

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The Department reserves the right to deviate from this policy as specified in WQCD Policy 1: Implementation Policy Framework.

2.0 Applicability

This policy applies to all public water systems.

3.0 Definitions

- a. *Multi-family* means a single residential connection to the public water system's distribution system from which two or more separate dwelling units are supplied water.
- b. *Single-family* means:
 - i. A single dwelling which is occupied by a single family and is supplied by a separate service line; or
 - ii. A single dwelling comprised of multiple living units where each living unit is supplied by a separate service line.
- c. *Water supply system* means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure, or premises. Water supply systems are also referred to commonly as premise plumbing systems.

4.0 Policy Statement

4.1 Clarification on regulatory intent of the phrase "installing or permitting any uncontrolled cross connection"

In order to align with applicable state statute, Regulation 11 section 11.39 states that the supplier is prohibited from installing or permitting any uncontrolled cross connection. The concept of prohibition from installing or permitting an uncontrolled cross connection directly relates to the supplier of water's actions once the supplier becomes aware of a cross connection.

Installing means modifications or additions to waterworks or water supply systems that create a cross connection. In this case, the supplier is prohibited from intentionally performing any actions which would result in the creation of a cross connection.

Permitting an uncontrolled cross connection in the context of Regulation 11.39 means the supplier has allowed their users or customers to continue to have an uncontrolled cross connection past the regulatory-defined timelines. If the regulatory-defined timelines have elapsed and the supplier has not taken any of the actions outlined in item 'a' below, then the supplier is allowing, or permitting, the cross connection to exist and is in violation of Regulation 11.

- a. The supplier is in compliance with Regulation 11 if the supplier completes one of the following actions within 120 days of identification:

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- i. Control the cross connection.
- ii. Remove the cross connection.
- iii. Suspend service to the connection. Before suspension of service can be considered appropriate action the Department expects that the supplier will confirm the following:
 1. The connection downstream of the valve used to suspend the service does not remain pressurized because the customer has access to an alternative source of water or a storage tank onsite.
 2. If the cross connection is to a fire suppression system; suspension of service would not result in the building being inadequately protected from loss of life through fire.
 - A. If there are service connections at the property separate from the fire suppression system causing the cross connection, a supplier may suspend service to one or all of those other service lines (e.g. domestic or irrigation) as an appropriate action.
- iv. Receive a Department-approved alternative compliance schedule.
 1. Department-approval of an alternative compliance schedule means either an email or other written communication from the Department.
- b. After 120 days, the supplier is only in compliance with Regulation 11 if the supplier is following an approved alternative compliance schedule.

4.2 Ensuring that Activities are Completed - Implementing Legal Authority

- a. Regulation 11 section 11.39(2)(a)(vi) refers to the “process the supplier will use to ensure backflow prevention assemblies are tested by a Certified Cross-Connection Control Technician”. The Department will determine the adequacy of a supplier’s process to ensure that testing has been completed by a certified professional. Typically, the supplier is in compliance with section 11.39(2)(a)(vi) of Regulation 11 if the supplier does the following:
 - i. The supplier has a documented process in place where the supplier receives a test report directly from the Certified Cross-Connection Control Technician or their associated company.
 - ii. To be considered adequate, test reports used to document compliance with Regulation 11 must include all of the following:

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1. Assembly or method information:
 - A. Assembly or method type;
 - B. Assembly or method location;
 - C. Assembly make, model and serial number;
 - D. Assembly size;
 - E. Test date; and
 - F. Test result (pass/fail).
 2. Certified Cross-Connection Control Technician information:
 - A. Certified Cross-Connection Control Technician certification agency;
 - B. Certification number; and
 - C. Certification expiration date or statement that certification is current.
 - D. As an alternative to A-C, suppliers may provide documentation of an alternative validation processes such as electronic login to reporting software where only current, certified cross connection control technicians (or their companies) are given a login.
- b. Regulation 11 section 11.39(2)(a) outlines the written backflow prevention and cross-connection control program. Within the requirements of the written program, section 11.39(2)(a)(iv) refers to the supplier's legal authority. The Department will evaluate whether the supplier is appropriately implementing its legal authority.
- c. The phrase "the supplier must ensure" is used in Regulation 11 sections 11.39(3)(d)(i)(C), 11.39(3)(d)(i)(D), 11.39(3)(e), 11.39(3)(e)(i), 11.39(3)(e)(ii), 11.39(3)(f), 11.39(3)(f)(i), 11.39(3)(f)(ii), and 11.39(3)(g). The supplier is in compliance with the above referenced sections if the supplier does either of the following:
- i. Using the supplier's legal authority, the supplier requires the customer to take all actions necessary to complete the indicated regulatory requirement(s);
 1. In establishing the supplier's legal authority, the supplier must have a legally-enforceable mechanism that implements its written backflow prevention and cross-connection control program as described in 11.39(2). The Department recommends that the legally-enforceable mechanisms include specific provisions identifying customer requirements under 11.39(2)(a)(ii, iv) and the associated remedies that the supplier may utilize for failure of customer(s) to comply. Examples of legally-enforceable mechanisms include, but are not limited to,

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user agreements, city/town ordinances, and other written contracts.

- ii. The supplier performs the actions necessary to complete the indicated requirement(s) in the regulation.
 - 1. If the supplier does not have a legally-enforceable mechanism in place, the Department expects the supplier to perform the actions necessary to complete the indicated requirements in the regulation.

4.3 Appropriate Assembly or Method for an Identified Contaminant

- a. The Department uses industry standards outlined in manuals such as the *Colorado Cross-Connection Control Manual*, the *EPA Cross-Connection Control Manual* and the *10th Edition Manual of Cross-Connection Control (USC Manual)* to evaluate whether the installation of a backflow prevention assembly or backflow prevention method is appropriate. Such industry standards include:

Assembly or Method Type	Abbreviation	Typical Appropriate Uses (Note: see also Section 4.5 Site-specific Deviation Criteria))
Testable Assemblies		
Reduced Pressure Zone Backflow Prevention Assembly	RPZ	Appropriate for any identified contaminant except direct connections to sewer or installations which may impair the integrity of the assembly to function as designed.
Reduced Pressure Zone Fire Protection Backflow Prevention Assembly	RPF	Appropriate for cross connections to fire suppression systems.
Reduced Pressure Zone Detector Fire Protection Backflow Prevention Assembly	RPD	
Double Check Backflow Prevention Assembly	DC	Appropriate for cross connections to fire suppression systems except when upstream of a chemical other than food grade glycerin.
Double Check Fire Protection Backflow Prevention Assembly	DCF	
Double Check Detector Fire Protection Backflow Prevention Assembly	DCD	
Pressure Vacuum Breaker Backflow Prevention Assembly	PVB	Appropriate for any identified contaminant except direct connections to sewer or installations which may impair the integrity of the assembly to function as designed. Not appropriate for connections subject to backpressure.
Spill -Resistant Vacuum Breaker	SVB	

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Colorado Plumbing Code	CPC	Appropriate for Backflow Prevention Assemblies or Methods installed in accordance with the most recent version of the CPC.
Methods		
Air Gap	AG	Appropriate for any identified contaminant. All cross connections can be controlled using an air gap installed in accordance with standard AMSE A112.1.2.
Block and Bleed Valve or Double Block and Bleed Valve	BB	Appropriate for membrane chemical-clean-in-place and filter-to-waste at supplier's facilities.
Check Valve	CV	The Department will determine if these methods are appropriate.
Hydraulic Conditions	HC	

4.4 Unacceptable Health and/or Safety Risk

Unacceptable health and/or safety risk can be biological, chemical, radiological or physical in nature. Risks to human health are assessed by the level of acute or toxic potential. An example safety risk from cross connections includes risks of injury from explosion when a natural gas cross connection has occurred.

All industrial and many commercial and multi-family connections present an unacceptable health and/or safety risk to the distribution system because of the nature of the activities that take place at the site and the magnitude or volume of potential contamination.

Waterworks and domestic wastewater treatment works are considered industrial facilities for the purposes of identifying cross connections. The public water system's distribution system must be protected from the in-plant water supply of the waterworks.

Single-family-residential connections pose a relatively low risk to the distribution system based on the volume of water contained in the plumbing system. Local plumbing codes, which are enforced by the local jurisdiction having authority over plumbing within residential structures, are in place to protect private residences from typical residential cross connections. If the local jurisdiction having authority requires that a backflow prevention assembly or backflow prevention method be installed, it is generally the responsibility of the homeowner to maintain the assembly or method.

Backflow from connections to the following are typically considered an unacceptable health and/or safety risk:

- a. For commercial, industrial and multi-family service connections

Plumbing arrangements or systems:

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- i. Fire suppression systems;
- ii. Irrigation systems including dedicated irrigation connected directly to the water main;
- iii. Chemical process systems, including chemicals connected for temporary maintenance;
- iv. Hydronic heating and cooling systems, industrial boilers, chillers, cooling towers, double wall heat exchangers and solar panels; and
- v. Auxiliary water sources, display fountains, hot tubs, pools, reclaimed water systems, graywater systems and onsite storage tanks.

Commercial and industrial service connections:

- i. Dry cleaning and laundries;
- ii. Mortuaries;
- iii. Hair salons;
- iv. Laboratories;
- v. Auto repair shops;
- vi. Car washes;
- vii. Bulk fill water stations;
- viii. Restaurants;
- ix. Hospitals, dental facilities, medical facilities and clinics, and blood banks;
- x. Veterinary, pet stores, and livestock facilities;
- xi. Manufacturing facilities;
- xii. Green houses and agricultural commerce; and
- xiii. Other commercial and industrial service connections.

b. For connections within the supplier's waterworks

Any identified cross connections within such facilities must be controlled in accordance with the *State of Colorado Design Criteria for Potable Water Systems* and with the use of an appropriate backflow prevention assembly or method such as:

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Cross Connection	Appropriate Backflow Prevention Assembly or Method
Filter to waste line to waste collection system	AG, BB, CV, DC, RPZ
Clean in Place Connection	BB
Surface Wash	AG, PVB, SVB, RPZ
Subsurface Wash	AG, PVB, SVB, RPZ
Chemical Feed System	DC, RPZ
Irrigation Sprinkler	CPC, PVB, SVB, RPZ
Non Potable Water	AG, PVB, SVB, RPZ
Water Loading Stations	AG, PVB, SVB, RPZ
Connections to waste collection systems (sediment removal)	AG, HC, RPZ,
Bypasses to treatment	Case by Case (Disinfection, coagulation and filtration must never be bypassed)
Fire Suppression Systems	CV, DC, DCD, DCF, RP, RPD, RPF,
In-Plant Water Supply	AG, RPZ
Filtered or Finished Water	AG, RPZ
Well	CV

Alternatively, a site-specific deviation may be approved by the Department

c. For single-family residential connections

There are types of cross connections at single-family-residential connections that may pose a greater risk than those addressed by local plumbing codes enforced by the local jurisdiction authority. These include but are not limited to:

- i. Dedicated irrigation lines (from the water main);
- ii. Dedicated fire suppression system lines and chemically enhanced fire suppression systems;
- iii. Multi-purpose fire suppression systems are not required to be controlled where each branch of the suppression system terminates at a regularly used fixture;
- iv. Auxiliary water sources (e.g. wells, ponds, lagoons, irrigation ditches), hot tubs or swimming pools piped with permanent plumbing, reclaimed water systems, graywater systems, or onsite water storage tanks with permanent plumbing; and
- v. Connections to a home’s potable water supply system from home business and hobbies including but not limited to agricultural commerce and hydroponic systems, doctor’s offices, photo laboratories, hide tanning operations, and metal plating operations.

4.5 Site-specific Deviation Criteria

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- a. The supplier may develop site-specific deviation criteria if the supplier determines that the installation of an alternative backflow prevention assembly or backflow prevention method is appropriate for the identified contaminant, or that a lower protective backflow prevention assembly or backflow prevention method can be installed due to more frequent testing and/or inspections.
 - i. Site-specific deviation criteria and modifications are subject to review by the Department.
 - ii. Site-specific deviation criteria may address situations where the assembly or method is installed in accordance with the local jurisdictional plumbing code or instances when the installation of an air gap or where the supplier considers that the RPZ retrofit would create an unreasonable burden. Examples of such situations include but are not limited to when the location of the assembly installation is in an area where there is not adequate drainage for an RPZ or the assembly is subject to flooding.
- b. A supplier may determine, during the survey process, that a multi-family residential connection poses a similar risk to the distribution system as a typical single-family residence. The supplier may develop site-specific deviation criteria to designate specific multi-family residential connections as equivalent to a single family residence connection for the purposes of backflow prevention. An example of this situation could be a separate “mother-in-law” apartment that shares a service line with a home.
 - i. Site-specific deviation criteria and modifications are subject to review by the Department.
 - ii. The site-specific deviation criteria should consider tap size, volume of water in the plumbing system and compliance with local plumbing codes for irrigation systems.
 - iii. The supplier must document where site-specific deviation criteria is applied.

4.6 Most Protective Backflow Prevention Assembly or Method

Regulation 11 section 11.39 requires the supplier to perform a survey of any non-single-family-residential connections in the distribution system if the most protective backflow assembly or method is not used at that connection. The following are acceptable “most protective backflow prevention assemblies or methods”:

- a. Method - air gap installed in accordance with standard AMSE A112.1.2.
- b. Assembly - reduced pressure zone backflow prevention assembly.

4.7 Survey Process Documentation

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Regulation 11 requires the supplier to document the supplier's process for conducting surveys. Acceptable survey process documentation includes the following:

- a. How the supplier will select service connections that need a survey; For example:
 - i. Usage type - commercial, industrial, or multi-family;
 - ii. New or newly acquired connections; and/or
 - iii. Questionnaire results.
- b. How the supplier will select individuals to perform the survey including experience and/or training or certification qualifications to perform a survey; and
- c. Written and/or verbal questionnaire standards (if used).
 - i. The Department expects that the questionnaires provide examples of common cross connections to the customer who completes the survey.
 - ii. Questionnaires may be written, verbal, or web-based and should have the property-owner indicate that the information is accurate to the best of their knowledge.
 1. If the supplier does not receive a response to a questionnaire or the results are inconclusive, the supplier is required to perform an onsite survey for cross connections or control the connection with the most protective backflow prevention assembly or method.

4.8 Public Water System's Water Supply System Cross Connections

Non-community public water systems and community water systems located on one entire property that contain water supply systems are subject to the following survey and cross connection control requirements:

- a. Generally, if the water supply system is owned by the supplier, then all cross connections within the water supply system must be protected from backflow. In this case, the water supply system is part of the distribution system for the purposes of identifying cross connections.
- b. The survey requirement in 11.39(3)(c) applies to the water supply system. At a minimum, identified cross connections must be controlled in accordance with the Colorado Plumbing Code. All backflow prevention assemblies and methods used to control cross connections must be tested or inspected and maintained as specified in Regulation 11.

4.9 Active Date

- a. "ACTIVE DATE" is defined in Regulation 11 section 11.39. The following provides further explanation of the term 'active date':
 - i. For most backflow prevention assemblies or methods that are in service year-round, the active date will be January 1.
 - ii. For service connections that are seasonal in nature, the active date will be the first day that the connection is pressurized or water service provided. For example, the active date for a municipal golf course irrigation system is the date when water service is restored to the golf course following the winter season.



APPENDIX B – Example Ordinance

Sample Ordinance

(1) Purpose

The purpose of this Ordinance is to protect the public water system from contaminants or pollutants that could enter the distribution system by backflow from a customer's water supply system through the service connection.

(2) Authority

The authority to implement this program is contained in the following statute, legislation and regulations and acts:

- a. Article 1-114 and Article 1-114.1 of Title 25 of the Colorado Revised Statutes (CRS)
- b. Section 39 of 5 CCR 1002-11, Colorado Primary Drinking Water Regulations
- c. Colorado Plumbing Code

The public water system shall have the authority to survey all service connections within the distribution system to determine if the connection is a cross-connection.

The public water system shall have the authority to control all service connections within the distribution system if the connection is a cross-connection.

The public water system may control any service connections within the distribution system in lieu of a survey as long as the service connection is controlled with an air gap or reduced pressure zone backflow prevention assembly.

The public water system may collect fees for the administration of this program.

The public water system shall maintain records of cross-connection surveys and the installation, testing and repair of all backflow prevention assemblies installed for containment and containment by isolation purposes.

Except as otherwise provided herein, the public water system shall administer, implement and enforce the provisions of this Ordinance.

(3) Applicability

This Ordinance applies to all commercial, industrial and multi-family residential service connections within the public water system and to any persons outside the City who are, by contract or agreement with the public water system, users of the public water system. This Ordinance does not apply to single-family-residential service connections unless the public water system becomes aware of a cross connection at the single family connection.

(4) Definitions

- 38 a. "ACTIVE DATE" means the first day that a backflow prevention assembly or backflow
39 prevention method is used to control a cross-connection in each calendar year.
- 40 b. "AIR GAP" is a physical separation between the free flowing discharge end of a potable
41 water supply pipeline and an open or non-pressure receiving vessel installed in
42 accordance with standard AMSE A112.1.2.
- 43 c. "BACKFLOW" means the undesirable reversal of flow of water or mixtures of water and
44 other liquids, gases or other substances into the public water systems distribution
45 system from any source or sources other than its intended source.
- 46 d. "BACKFLOW CONTAMINATION EVENT" means backflow into a public water system from
47 an uncontrolled cross connection such that the water quality no longer meets the
48 Colorado Primary Drinking Water Regulations or presents an immediate health and/or
49 safety risk to the public.
- 50 e. "BACKFLOW PREVENTION ASSEMBLY" means any mechanical assembly installed at a
51 water service line or at a plumbing fixture to prevent a backflow contamination event,
52 provided that the mechanical assembly is appropriate for the identified contaminant at
53 the cross connection and is an in-line field-testable assembly.
- 54 f. "BACKFLOW PREVENTION METHOD" means any method and/or non-testable device
55 installed at a water service line or at a plumbing fixture to prevent a backflow
56 contamination event, provided that the method or non-testable device is appropriate
57 for the identified contaminant at the cross connection.
- 58 g. "CERTIFIED CROSS-CONNECTION CONTROL TECHNICIAN" means a person who possesses
59 a valid Backflow Prevention Assembly Tester certification from one of the following
60 approved organizations: American Society of Sanitary Engineering (ASSE) or the
61 American Backflow Prevention Association (ABPA). If a certification has expired, the
62 certification is invalid.
- 63 h. "CONTAINMENT" means the installation of a backflow prevention assembly or a
64 backflow prevention method at any connection to the public water system that
65 supplies an auxiliary water system, location, facility, or area such that backflow from a
66 cross connection into the public water system is prevented.
- 67 i. "CONTAINMENT BY ISOLATION" means the installation of backflow prevention
68 assemblies or backflow prevention methods at all cross connections identified within a
69 customer's water system such that backflow from a cross connection into the public
70 water system is prevented.
- 71 j. "CONTROLLED" means having a properly installed, maintained, and tested or inspected
72 backflow prevention assembly or backflow prevention method that prevents backflow
73 through a cross connection.
- 74 k. "CROSS CONNECTION" means any connection that could allow any water, fluid, or gas
75 such that the water quality could present an unacceptable health and/or safety risk to
76 the public, to flow from any pipe, plumbing fixture, or a customer's water system into
77 a public water system's distribution system or any other part of the public water
78 system through backflow.
- 79 l. "MULTI-FAMILY" means a single residential connection to the public water system's
80 distribution system from which two or more separate dwelling units are supplied water.

- 81 m. "SINGLE-FAMILY" means:
- 82 i. A single dwelling which is occupied by a single family and is supplied by
- 83 a separate service line; or
- 84 ii. A single dwelling comprised of multiple living units where each living
- 85 unit is supplied by a separate service line.
- 86 n. "UNCONTROLLED" means not having a properly installed and maintained and tested or
- 87 inspected backflow prevention assembly or backflow prevention method, or the
- 88 backflow prevention assembly or backflow prevention method does not prevent
- 89 backflow through a cross connection.
- 90 o. "WATER SUPPLY SYSTEM" means a water distribution system, piping, connection
- 91 fittings, valves and appurtenances within a building, structure, or premises. Water
- 92 supply systems are also referred to commonly as premise plumbing systems.

93 (5) Requirements

- 94 a. Commercial, industrial and multi-family service connections shall be subject to a
- 95 survey for cross connections. If a cross connection has been identified an appropriate
- 96 backflow prevention assembly and or method shall be installed at the customer's water
- 97 service connection within 120 days of its discovery. The assembly shall be installed
- 98 downstream of the water meter or as close to that location as deemed practical by the
- 99 public water system. If the assembly or method cannot be installed within 120 days the
- 100 public water system must take action to control or remove the cross connection,
- 101 suspended service to the cross connection or receive an alternative compliance
- 102 schedule from the Colorado Department of Public Health and Environment.
- 103 b. In no case shall it be permissible to have connections or tees between the meter and
- 104 the containment backflow prevention assembly.
- 105 i. In instances where a reduced pressure principle backflow preventer
- 106 cannot be installed, the owner must install approved backflow
- 107 prevention devices or methods at all cross-connections within the
- 108 owner's plumbing system.
- 109 c. Backflow prevention assemblies and methods shall be installed in a location which
- 110 provides access for maintenance, testing and repair.
- 111 d. Reduced pressure principle backflow preventers shall not be installed in manner
- 112 subject to flooding.
- 113 e. Provisions shall be made to provide adequate drainage from the discharge of water
- 114 from reduced pressure principle backflow prevention assemblies. Such discharge shall
- 115 be conveyed in a mater which does not impact waters of the state.
- 116 f. All assemblies and methods shall be protected to prevent freezing. Those assemblies
- 117 and methods used for seasonal services may be removed in lieu of being protected from
- 118 freezing. The assemblies and methods must be reinstalled and then tested by a
- 119 certified cross-connection control technician upon reinstallation.
- 120 g. Where a backflow prevention assembly or method is installed on a water supply system
- 121 using storage water heating equipment such that thermal expansion causes an increase
- 122 in pressure, a device for controlling pressure shall be installed.

- 123 h. All backflow prevention assemblies shall be tested at the time of installation and on an
124 annual schedule thereafter. Such tests must be conducted by a Certified Cross-
125 Connection Control Technician.
- 126 i. The public water system shall require inspection, testing, maintenance and as needed
127 repairs and replacement of all backflow prevention assemblies and methods, and of all
128 required installations within the owner's plumbing system in the cases where
129 containment assemblies and or methods cannot be installed.
- 130 j. All costs for design, installation, maintenance, testing and as needed repair and
131 replacement are to be borne by the customer.
- 132 k. No grandfather clauses exist except for fire sprinkler systems where the installation of
133 a backflow prevention assembly or method will compromise the integrity of the fire
134 sprinkler system.
- 135 l. For new buildings, all building plans must be submitted to the public water system and
136 approved prior to the issuance of water service. Building plans must show:
- 137 i. Water service type, size and location
- 138 ii. Meter size and location
- 139 iii. Backflow prevention assembly size, type and location
- 140 iv. Fire sprinkler system(s) service line, size and type of backflow prevention
141 assembly.
- 142 i. All fire sprinkling lines shall have a minimum protection of an approved
143 double check valve assembly for containment of the system.
- 144 ii. All glycol (ethylene or propylene), or antifreeze systems shall have an
145 approved reduced pressure principle backflow preventer for
146 containment.
- 147 iii. Dry fire systems shall have an approved double check valve assembly
148 installed upstream of the air pressure valve.
- 149 iv. In cases where the installation of a backflow prevention assembly or
150 method will compromise the integrity of the fire sprinkler system the
151 public water system can chose to not require the backflow protection.
152 The public water system will measure chlorine residual at location
153 representative of the service connection once a month and perform
154 periodic bacteriological testing at the site. If the public water system
155 suspects water quality issues the public water system will evaluate the
156 practicability of requiring that the fire sprinkler system be flushed
157 periodically.

158 (6) Inspection, Testing and Repair

- 159 a. Backflow prevention assemblies or methods shall be tested by a Certified Cross-
160 Connection Control Technician upon installation and tested at least annually,
161 thereafter. The tests shall be made at the expense of the customer.

162 i. Any backflow prevention assemblies or methods that are non-testable, shall be
163 inspected at least once annually by a certified cross-connection control
164 technician. The inspections shall be made at the expense of the customer.

165 b. As necessary, backflow prevention assemblies or methods shall be repaired and
166 retested or replaced and tested at the expense of the customer whenever the
167 assemblies or methods are found to be defective.

168 c. Testing gauges shall be tested and calibrated for accuracy at least once annually.

169 (7) Reporting and Recordkeeping

170 a. Copies of records of test reports, repairs and retests, or replacements shall be kept by
171 the customer for a minimum of three (3) years.

172 b. Copies of records of test reports, repairs and retests shall be submitted to the public
173 water system by mail, facsimile or e-mail by the testing company or testing technician.

174 c. Information on test reports shall include, but may not be limited to,

175 i. Assembly or method type

176 ii. Assembly or method location

177 iii. Assembly make, model and serial number

178 iv. Assembly size

179 v. Test date; and

180 vi. Test results including all results that would justify a pass or fail outcome

181 vii. Certified cross-connection control technician certification agency

182 viii. Technician's certification number

183 ix. Technician's certification expiration date

184 x. Test kit manufacturer, model and serial number

185 xi. Test kit calibration date

186 (8) Right of entry

187 a. A properly credentialed representative of the public water system shall have the right
188 of entry to survey any and all buildings and premises for the presence of cross-
189 connections for possible contamination risk to and for determining compliance with this
190 section. This right of entry shall be a condition of water service in order to protect the
191 health, safety and welfare of customers throughout the public water system's
192 distribution system.

193 (9) Compliance

194 a. Customers shall cooperate with the installation, inspection, testing, maintenance, and
195 as needed repair and replacement of backflow prevention assemblies and with the
196 survey process. For any identified uncontrolled cross-connections, the public water
197 system shall complete one of the following actions within 120 days of its discovery:

198 i. Control the cross connection

199 ii. Remove the cross connection

200 iii. Suspend service to the cross connection

201 b. The public water system shall give notice in writing to any owner whose plumbing
202 system has been found to present a risk to the public waters system's distribution
203 system through an uncontrolled cross connection. The notice and order shall state that
204 the owner must install a backflow prevention assembly or method at each service
205 connection to the owner's premises to contain the water service. The notice and order
206 will give a date by which the owner must comply.

207 i. In instances where a backflow prevention assembly or method cannot be
208 installed, the owner must install approved backflow prevention assemblies or
209 methods at all cross-connections within the owner's water supply system. The
210 notice and order will give a date by which the owner must comply.

211 (9) Violations and Penalties.

212 a. Any violation of the provisions of this ordinance, shall, upon conviction be punishable
213 as provided in all applicable statues, laws, and regulations.

214 (10) Conflict with other codes.

215 a. If a dispute or conflict arises between the Colorado Plumbing Code as adopted herein,
216 and any plumbing, mechanical, building, electrical, fire or other code adopted by the
217 State, then the most stringent provisions of each respective code shall prevail.

218

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Tommy Holton, Mayor

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

**AM 2016-073
PERMIT APPLICATION TO CHANGE, ALTER OR MODIFY LICENSED PREMISES SUBMITTED BY
JD SNOW DBA MULLIGAN JOE'S BAR AND GRILL AT 815 7TH STREET**

- I. **Agenda Date:** Council Meeting – May 2, 2016
- II. **Attachments:**
- a. Permit Application & Report of Changes with supporting documents
 - b. Letter from Planning Department

III. **Summary Statement:**

Zack Martinez, owners of Mulligan Joe's Bar and Grill has requested a modification of premises to his Hotel/Restaurant at 815 7th Street. Previously, their lease agreement excluded the patio area adjacent and west of the building.

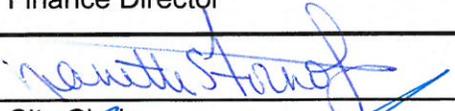
Attached is the application and supporting documents defining the additional area to be included. Regulation 47-302 of the Liquor and Beer Code Regulations provides an opportunity for the licensee to modify their licensed premise with prior written consent of the local and state licensing authorities. The proposed modification permit application will include the patio area adjacent and west of the existing building, as part of the licensed premise.

IV. **Fiscal Note:** None noted.

Finance Department Use Only


Finance Director

V. **Submitted by:**


City Clerk

VI. **Approved for Presentation:**


City Administrator

VII. **Certification of Council Approval:**

_____ City Clerk

_____ Date

VIII. Detail of Issue/Request:

Regulation 47-302 of the Colorado Liquor and Beer Codes Regulations provides that a licensee shall make no physical change, alteration or modification of the licensed premises which materially or substantially alters the licensed premises or the usage of the licensed premises from the plans and specifications submitted at the time of obtaining the original license without the prior written consent of the local and state licensing authorities.

IX. Legal/Political Considerations:

None.

X. Alternatives/Options:

None.

XI. Financial Considerations:

None.

XII. Staff Recommendation:

Approve the modification to premise application submitted by JD Snow LLC d/b/a Mulligan Joe's Bar and Grill, 815 7th Street.

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 4703827
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
LOCAL LICENSE FEE \$ -0-
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a		PRESENT LICENSE NUMBER
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company		4703827
2. Name of Licensee <u>JD Snow LLC</u>	3. Trade Name <u>Mulligan Joe's sports Tavern & Grill</u>	
4. Location Address <u>815 7th Street</u>		
City <u>Fort Lupton</u>	County <u>Weld</u>	ZIP <u>80621</u>

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
<ul style="list-style-type: none"> • License Account No. _____ 1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel & Restr.)...\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <li style="padding-left: 20px;"><input type="checkbox"/> Change of Manager (Other Licenses) NO FEE 	<ul style="list-style-type: none"> 2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) .50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>1</u> Total Fee <u>150.00</u> 2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____
Section B – Duplicate License	
<ul style="list-style-type: none"> • Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License\$50.00 	

DO NOT WRITE IN THIS SPACE – FOR DEPARTMENT OF REVENUE USE ONLY

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
-750 (999)	-100 (999)	The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.
		TOTAL AMOUNT DUE \$ _____ .00

STORAGE PERMIT

5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

Retail Warehouse Permit for:

- On-Premises Licensee (Taverns, Restaurants etc.)
- Off-Premises Licensee (Liquor stores)

Wholesalers Branch House Permit

Address of storage premise: _____

City _____, County _____, Zip _____

Attach a deed/ lease or rental agreement for the storage premises.
 Attach a detailed diagram of the storage premises.

CHANGE TRADE NAME OR CORPORATE NAME

6. Change of Trade Name or Corporation Name

- Change of Trade name / DBA only
- Corporate Name Change (Attach the following supporting documents)
 1. Certificate of Amendment filed with the Secretary of State, or
 2. Statement of Change filed with the Secretary of State, and
 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name	New Trade Name
Old Corporate Name	New Corporate Name

CHANGE OF LOCATION

7. Change of Location

NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority _____ **Date of Hearing** _____

(a) Address of current premises _____

City _____ County _____ Zip _____

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address _____

City _____ County _____ Zip _____

(c) New mailing address if applicable.

Address _____

City _____ County _____ State _____ Zip _____

(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

CHANGE OF MANAGER

8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.

(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)

Former manager's name _____

New manager's name _____

(b) Date of Employment _____

Has manager ever managed a liquor licensed establishment?..... Yes No

Does manager have a financial interest in any other liquor licensed establishment?..... Yes No

If yes, give name and location of establishment _____

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY

9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed Adding a patio out back.

(b) If the modification is temporary, when will the proposed change:

Start _____ (mo/day/year) End _____ (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail and describe any exemptions that apply) Yes No

(d) Is the proposed change in compliance with local building and zoning laws?..... Yes No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature 	Title owner	Date 2/22/16
--	----------------	-----------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	Date filed with Local Authority
--	---------------------------------

Signature	Title	Date
-----------	-------	------

REPORT OF STATE LICENSING AUTHORITY

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date
-----------	-------	------

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

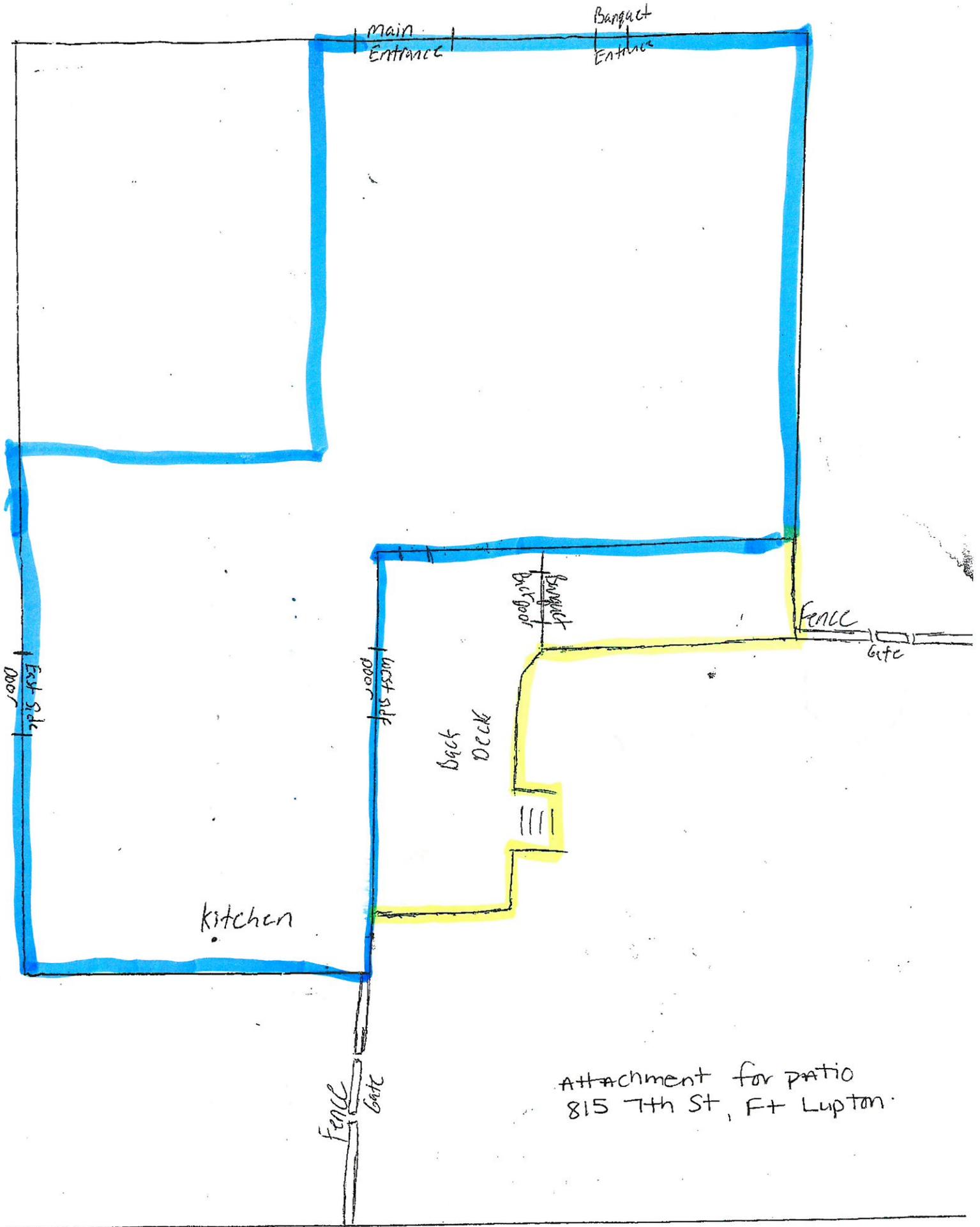
Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) **For Optional Premises or Related Facilities** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.



Attachment for patio
815 7th St, Ft Lupton.

Charles

N



Historic Preservation Board

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortlupton.org

April 18, 2016

Via U.S. Mail

Robert Vigil
815 7th Street
Fort Lupton, CO 80621

Re: Report of Acceptability for Ottesen Grain Co; 815 7th Street, Fort Lupton,
Colorado 80621

Dear Mr. Vigil,

In accordance with Section 18-354 of the Fort Lupton Municipal Code, all proposed work that requires a building permit on local historically designated properties is required to undergo a conceptual and final review by the Fort Lupton Historic Preservation Board (the "Board"). The City's Building Inspector cannot review an application for a building permit until a final review has been conducted and a report of acceptability issued by the Board.

On April 7, 2016, the Board reviewed a proposed work request by Zachary Martinez, owner of Mulligan Joe's, and the current tenant of your building located at 815 7th Street, Fort Lupton, CO 80621. Mr. Martinez has requested to add a patio with an ADA accessible ramp, which will be located at the northwest corner of the building. As you are aware, this building is a locally and nationally designated landmark known as the Ottensen Grain Co. The patio does not require a building permit, however the ADA accessible ramp will require a building permit be issued. After review of the proposed work, the Board determined that it complies with Municipal Code Section 18-356, which states that the project must be:

- (1) Of a nature that will not erode the authenticity or destroy any distracting exterior feature of the improvements;
- (2) Compatible with the distinctive characteristics of the historic site or historic district; and
- (3) Within the spirit of purposed of Article XVII of Chapter 16 of the Fort Lupton Municipal Code.

Because the proposed work complies with Section 18-356 of the Code, the Board hereby issues this report of acceptability and approves the request to add a patio with an ADA accessible ramp to the building, as shown on the attachment to this letter. Any other future proposed work for the property must be submitted as a separate application and undergo the conceptual and final review process by the Board.

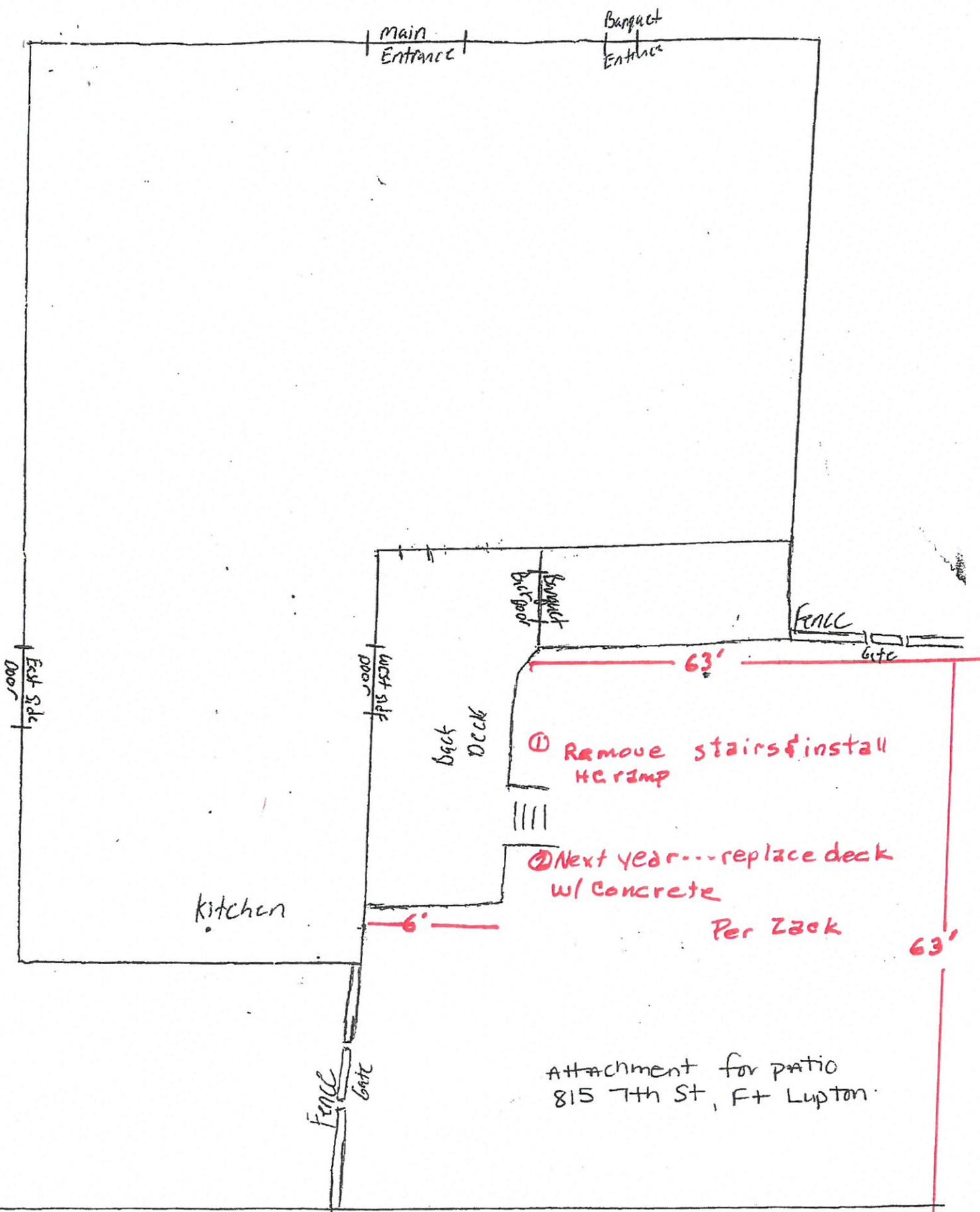
Robert Vigil
April 18, 2016
Page 2

Sincerely,

A handwritten signature in blue ink, appearing to read "Donna Walker", with a long, sweeping horizontal line extending to the right.

Donna Walker
Chair of the Historic Preservation Board
City of Fort Lupton

cc: Zachary Martinez



Main Entrance

Banquet Entrance

East side door

West side door

Banquet Back door

Fence Gate

Back Deck

Kitchen

Fence Gate

1 Remove stairs & install HC ramp

2 Next year... replace deck w/ concrete

Per Zack

Attachment for patio
815 7th St, Ft Lupton

7/2/2011

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Tommy Holton, Mayor

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

AM 2016-072

APPROVING THE APPLICATION SUBMITTED BY LADO INVESTMENTS, INC. DBA JACK'S BEER & SPIRITS FOR A RETAIL LIQUOR STORE LICENSE AT 417 DENVER AVENUE

- I. **Agenda Date:** Council Meeting – May 2, 2016 (Public Hearing)
- II. **Attachments:**
 - a. Application for Hotel/Restaurant Liquor License
 - b. Supporting Documents
 - c. CRS 12-47-307
- III. **Summary Statement:**

LADO Investments, Inc. dba Jack's Beer & Spirits submitted an application for a Retail Store Liquor License at 417 Denver Avenue. CRS 12-47-107 in part defines "A retail liquor store license shall be issued to person selling only malt, vinous and spirituous liquor in sealed containers not to be consumed at the place where sold."

IV. **Fiscal Note:**

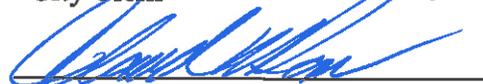
Finance Department Use Only


Finance Director

V. **Submitted by:**


City Clerk

VI. **Approved for Presentation:**


City Administrator

VII. **Certification of Council Approval:**

City Clerk

Date

VIII. Detail of Issue/Request:

The application was received March 4, 2016; the applicant needed to provide additional information which was received the end of March. The statute indicates the applicant hearing can't be set less than 30 days after a complete application. The application has been reviewed; background check has been completed on the applicant. The property was posted and no comments were filed with the City Clerk regarding this application.

Statute also states the applicant is to produce evidence supporting the "needs and desires" of the neighborhood. The neighborhood was defined as the entire municipality. The applicant has chosen to submit petitions as evidence of support. A map will be provided to Council on May 2, 2016, labeling the addresses of signatures. The petition allowed the signer to state whether they would or wouldn't like an additional retail liquor establishment in the city. Currently there are three other Retail Liquor Licenses located within the City limits.

Council needs to consider the character, reputation or record of the applicant prior to granting a liquor license. The applicant's fingerprints were submitted to the Colorado Bureau of Investigations. Results were received and the applicant had a "petty theft" on his record. The state regulations doesn't provide any tests to determine "good character and reputation", however the applicant's offense was dated April 9, 1995 and the applicant submitted a letter describing the disposition of the charge. There have been no additional violations. The applicant doesn't currently hold a liquor license.

The proposed establishment meets all other state liquor licensing requirements and the application has been submitted to the Planning Department for review.

The applicant will be in attendance to answer any questions or to address any concerns Council or citizens might have.

IX. Legal/Political Considerations:

None.

X. Alternatives/Options:

None.

XI. Financial Considerations:

N/A

XII. Staff Recommendation:

Approving the issuance of a Retail Liquor License to LADO Investments, Inc. dba Jack's Beer and Spirits at 417 Denver Avenue

Application Documents Checklist and Worksheet

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

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

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <i>— need a copy</i> <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the Applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the Applicant (or) (matching question #2) <input type="checkbox"/> C. Lease Assignment in the name of the Applicant with proper consent from the Landlord and acceptance by the Applicant <input checked="" type="checkbox"/> D. Other Agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption) <i>— need updated closing document</i>
IV.	Background information and financial documents <input checked="" type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) ✓ <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) ✓ <input checked="" type="checkbox"/> C. Purchase agreement, stock transfer agreement, and or authorization to transfer license <i>N/A</i> <input checked="" type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor / husband and wife partnership <input type="checkbox"/> A. Form DR4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input checked="" type="checkbox"/> A. Certificate of Incorporation dated stamped by the Secretary of State <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input checked="" type="checkbox"/> D. List of officers, directors and stockholders of Applying Corporation (If wholly owned, designate a minimum of one person as Principal Officer of Parent)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
IX.	Manager registration for hotel and restaurant, tavern licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(b) Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Waiver by local ordinance? Other: _____		<input type="checkbox"/>	<input type="checkbox"/>	
11. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/>	<input type="checkbox"/>	
12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) <u>PURCHASING BUILDING SITE</u>				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord	Tenant	Expires		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13. <input type="checkbox"/> <input checked="" type="checkbox"/>				
c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
13. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:		<input type="checkbox"/>	<input type="checkbox"/>	
Has a local ordinance or resolution authorizing optional premises been adopted?				
Number of additional Optional Premise areas requested. (See license fee chart)				
15. Liquor Licensed Drug Store applicants, answer the following:				
(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? If "yes" a copy of license must be attached.		<input type="checkbox"/>	<input type="checkbox"/>	
16. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/>	<input type="checkbox"/>	
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input type="checkbox"/>	<input type="checkbox"/>	
(c) How long has the club been incorporated?				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/>	<input type="checkbox"/>	
17. Brew-Pub License or Vintner Restaurant Applicants answer the following:				
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		<input type="checkbox"/>	<input type="checkbox"/>	
18a. For all on-premises applicants. (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-I)				
Last Name of Manager	First Name of Manager	Date of Birth		
18b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		<input type="checkbox"/>	<input type="checkbox"/>	
Name	Type of License	Account Number		
19. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue?		<input type="checkbox"/>	<input type="checkbox"/>	
If yes, provide an explanation and include copies of any payment agreements.				

20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the Applicant**. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

Name	Home Address, City & State	DOB	Position	% Owned
Harnam Singh	1209 26th Ave Apt 202 Greeley CO 80631	07/63	President	100
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned

** If Applicant is owned 100% by a parent company, please list the designated principal officer on question #20
 ** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
 Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

Oath Of Applicant

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

Authorized Signature <i>HARNAM SINGH</i>	Printed Name and Title Harnam Singh President	Date <i>2-4-16</i>
---	--	-----------------------

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

Date application filed with local authority <i>March 4, 2016</i>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.)
---	---

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

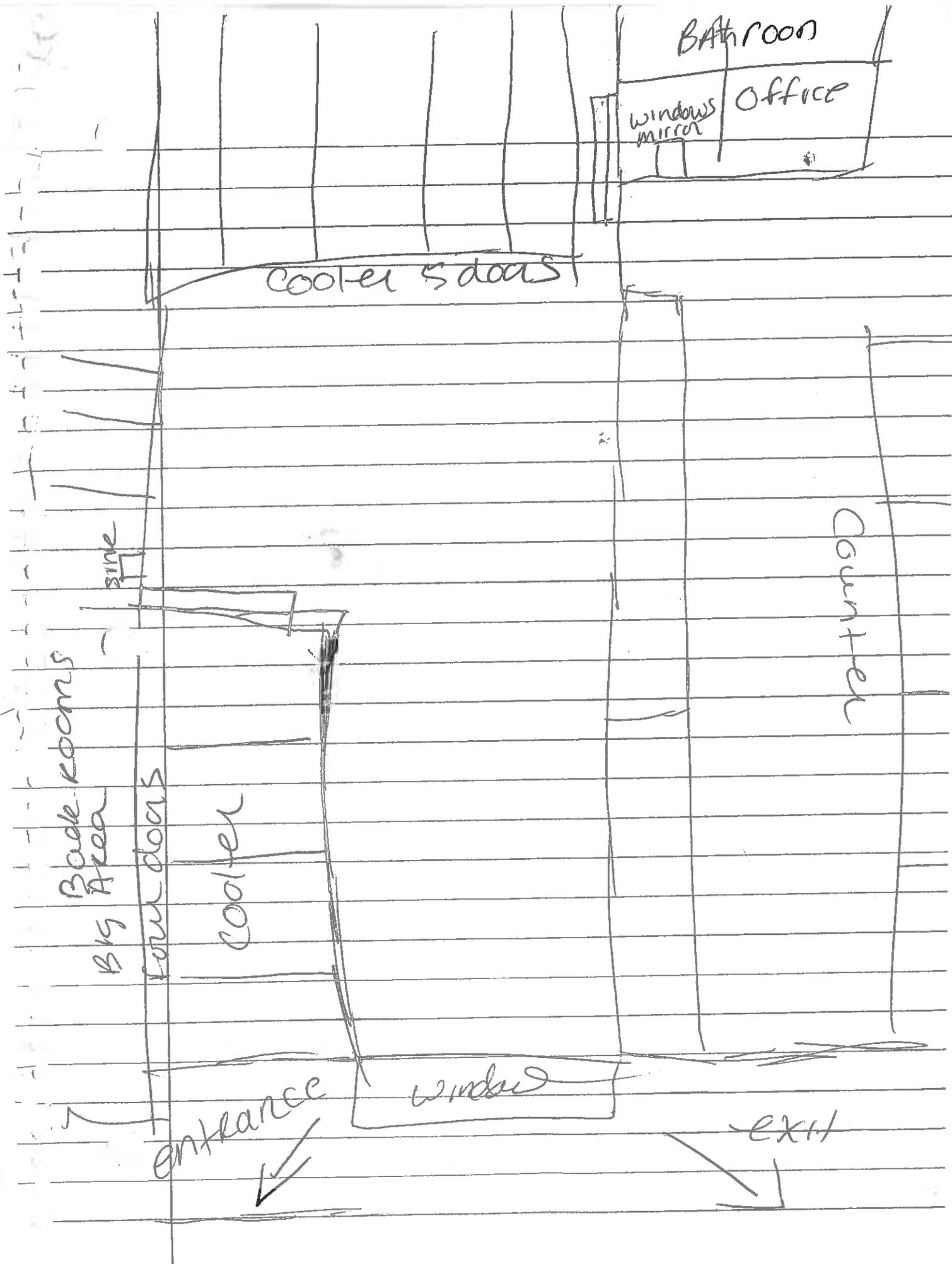
- Been fingerprinted
- Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

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

- (Check One)
- Date of inspection or anticipated date _____
 - Will conduct inspection upon approval of state licensing authority

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S.
Therefore, this application is approved.

Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date
Signature (attest)	Print	Title	Date



Bathroom

Office

Window
mirror

cooler & doors

sink

Counter

Back rooms

Big Area

four doors

cooler

entrance

Window

exit



RE/MAX Eagle Rock
6028 Stallion Dr.
Loveland, CO 80538
Phone: (970) 593-0999 Fax: (970) 593-0997

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(AE41-6-15) (Mandatory 1-16)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING. OK

AGREEMENT TO AMEND/EXTEND CONTRACT

Date: **April 11, 2016**

1. This agreement amends the contract dated **February 25, 2016** (Contract), between **Security Service Credit Union** (Seller), and **Harnam Singh** (Buyer), relating to the sale and purchase of the following legally described real estate in the County of **Weld**, Colorado:
FTL S5.2' L4 & ALL L5 BLK18

known as No. **417 Denver Ave.** **Fort Lupton** **Colorado** **80621** (Property).
Street Address City State Zip

NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the corresponding provision of the Contract to which reference is made is deleted.

2. § 3. DATES AND DEADLINES. [Note: This table may be omitted if inapplicable.]

Item No.	Reference	Event	Date or Deadline	No Change	Deleted
1	§ 4.3	Alternative Earnest Money Deadline	No Change		
		Title			
2	§ 8.1	Record Title Deadline	No Change		
3	§ 8.2	Record Title Objection Deadline	No Change		
4	§ 8.3	Off-Record Title Deadline	No Change		
5	§ 8.3	Off-Record Title Objection Deadline	No Change		
6	§ 8.4	Title Resolution Deadline	No Change		
7	§ 8.6	Right of First Refusal Deadline	No Change		
		Owners' Association			
8	§ 7.3	Association Documents Deadline	No Change		
9	§ 7.4	Association Documents Objection Deadline	No Change		
		Seller's Property Disclosure			
10	§ 10.1	Seller's Property Disclosure Deadline	No Change		

		Loan and Credit			
11	§ 5.1	Loan Application Deadline	<i>No Change</i>		
12	§ 5.2	Loan Objection Deadline	<i>No Change</i>		
13	§ 5.3	Buyer's Credit Information Deadline	<i>No Change</i>		
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	<i>No Change</i>		
15	§ 5.4	Existing Loan Documents Deadline	<i>No Change</i>		
16	§ 5.4	Existing Loan Documents Objection Deadline	<i>No Change</i>		
17	§ 5.4	Loan Transfer Approval Deadline	<i>No Change</i>		
18	§ 4.7	Seller or Private Financing Deadline	<i>No Change</i>		
		Appraisal			
19	§ 6.2	Appraisal Deadline	<i>No Change</i>		
20	§ 6.2	Appraisal Objection Deadline	<i>No Change</i>		
21	§ 6.2	Appraisal Resolution Deadline	<i>No Change</i>		
		Survey			
22	§ 9.1	New ILC or New Survey Deadline	<i>No Change</i>		
23	§ 9.3	New ILC or New Survey Objection Deadline	<i>No Change</i>		
24	§ 9.4	New ILC or New Survey Resolution Deadline	<i>No Change</i>		
		Inspection and Due Diligence			
25	§ 10.3	Inspection Objection Deadline	<i>No Change</i>		
26	§ 10.3	Inspection Resolution Deadline	<i>No Change</i>		
27	§ 10.5	Property Insurance Objection Deadline	<i>No Change</i>		
28	§ 10.6	Due Diligence Documents Delivery Deadline	<i>No Change</i>		
29	§ 10.6	Due Diligence Documents Objection Deadline	<i>No Change</i>		
30	§ 10.6	Due Diligence Documents Resolution Deadline	<i>No Change</i>		
31	§ 10.6	Environmental Inspection Objection Deadline CBS2, 3, 4	<i>No Change</i>		
32	§ 10.6	ADA Evaluation Objection Deadline CBS2, 3, 4	<i>No Change</i>		
33	§ 10.7	Conditional Sale Deadline	<i>No Change</i>		
34	§ 11.1	Tenant Estoppel Statements Deadline CBS2, 3, 4	<i>No Change</i>		
35	§ 11.2	Tenant Estoppel Statements Objection Deadline CBS2, 3, 4	<i>No Change</i>		
		Closing and Possession			
36	§ 12.3	Closing Date	<i>May 13, 2016</i>		
37	§ 17	Possession Date	<i>No Change</i>		
38	§ 17	Possession Time	<i>No Change</i>		
	<i>No Change</i>	<i>No Change</i>	<i>No Change</i>		
	<i>No Change</i>	<i>No Change</i>	<i>No Change</i>		

26
27 3. Other dates or deadlines set forth in the Contract are changed as follows:

28 *No Change*

29

30

31 4. Additional amendments:

32 *An additional \$2,500.00 Earnest deposit shall be paid by Buyer and shall become non-refundable on May 1st 2016 for the closing date extension.*

33

34

35 All other terms and conditions of the Contract remain the same.

36

37

38 This proposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party
39 to this document receives notice of such acceptance on or before No Change No Change
40 Date Time
41
42

Buyer's Name: **Harnam Singh**

DocuSigned by:
Harnam Singh 4/11/2016
81DA1B3D6834404...

Buyer's Signature Date

Seller's Name: **Michael Oliver / Manager Asset Recovery**

DocuSigned by:
Michael Oliver / AVP Asset Recovery 4/11/2016
4D5A8351E52F419...

Seller's Signature Date

43



RE/MAX Eagle Rock
 6028 Stallion Dr.
 Loveland, CO 80538
 Phone: (970) 593-0999 Fax: (970) 593-0997

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
 (CBS3-6-15) (Mandatory 1-16)

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**CONTRACT TO BUY AND SELL REAL ESTATE
 (COMMERCIAL)**
 Property with No Residences
 Property with Residences-Residential Addendum Attached

Date: February 25, 2016

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, *Harnam Singh*, will take title to the Property described below as Joint Tenants Tenants In Common Other Severalty .
2.2. No Assignability. This Contract Is Not assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller. Seller, *Security Service Credit Union* , is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of *Weld*, Colorado:
FTL S5.2' L4 & ALL L5 BLK18

known as No.	<u>417 Denver Ave.</u>	<u>Fort Lupton</u>	<u>Colorado</u>	<u>80621</u>
	Street Address	City	State	Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):
2.5.1. Inclusions - Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including 0 remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under Due Diligence Documents): None Solar Panels Water Softeners Security Systems Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.
2.5.2. Inclusions - Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under Exclusions: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.
2.5.3. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and

48 clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except N/A.
 49 Conveyance of all personal property will be by bill of sale or other applicable legal instrument.
 50 2.5.4. Other Inclusions. The following items, whether fixtures or personal property, are also included in the
 51 Purchase Price:
 52 All Items as seen on 2/22/2016
 53
 54
 55
 56

57 2.5.5. Parking and Storage Facilities. Use Only Ownership of the following parking facilities:
 58 N/A; and Use Only Ownership of the following storage facilities: N/A.

59 2.6. Exclusions. The following items are excluded (Exclusions):
 60 All business related items related to the liquor store business that are on site within
 61 the property.

62 2.7. Water Rights, Well Rights, Water and Sewer Taps.

63 2.7.1. Decded Water Rights. The following legally described water rights:
 64 N/A
 65

66 Any decded water rights will be conveyed by a good and sufficient N/A deed at Closing.

67 2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§2.7.1, 2.7.3,
 68 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:
 69 N/A
 70

71 2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that
 72 if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well", used for ordinary household
 73 purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been
 74 registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must
 75 complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing
 76 service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well
 77 Permit # is N/A.

78 2.7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows:
 79 N/A
 80

81
 82 2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),
 83 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the
 84 applicable legal instrument at Closing.

85 3. DATES AND DEADLINES.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	MEC + 5 Days
		Title	
2	§ 8.1	Record Title Deadline	
3	§ 8.2	Record Title Objection Deadline	March 11, 2016
4	§ 8.3	Off-Record Title Deadline	March 15, 2016
5	§ 8.3	Off-Record Title Objection Deadline	N/A
6	§ 8.4	Title Resolution Deadline	N/A
7	§ 8.6	Right of First Refusal Deadline	March 16, 2016
		Owners' Association	
8	§ 7.3	Association Documents Deadline	
9	§ 7.4	Association Documents Objection Deadline	N/A
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	March 18, 2016

		Loan and Credit	
11	§ 5.1	Loan Application Deadline	
12	§ 5.2	Loan Objection Deadline	March 7, 2016
13	§ 5.3	Buyer's Credit Information Deadline	March 11, 2016
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	N/A
15	§ 5.4	Existing Loan Documents Deadline	N/A
16	§ 5.4	Existing Loan Documents Objection Deadline	N/A
17	§ 5.4	Loan Transfer Approval Deadline	N/A
18	§ 4.7	Seller or Private Financing Deadline	N/A
		Appraisal	
19	§ 6.2	Appraisal Deadline	
20	§ 6.2	Appraisal Objection Deadline	March 21, 2016
21	§ 6.2	Appraisal Resolution Deadline	March 23, 2016
		Survey	
22	§ 9.1	New ILC or New Survey Deadline	
23	§ 9.3	New ILC or New Survey Objection Deadline	N/A
24	§ 9.4	New ILC or New Survey Resolution Deadline	N/A
		Inspection and Due Diligence	
25	§ 10.3	Inspection Objection Deadline	
26	§ 10.3	Inspection Resolution Deadline	March 15, 2016
27	§ 10.5	Property Insurance Objection Deadline	March 24, 2016
28	§ 10.6	Due Diligence Documents Delivery Deadline	N/A
29	§ 10.6	Due Diligence Documents Objection Deadline	N/A
30	§ 10.6	Due Diligence Documents Resolution Deadline	N/A
31	§ 10.6	Environmental Inspection Objection Deadline	N/A
32	§ 10.6	ADA Evaluation Objection Deadline	N/A
33	§ 10.7	Conditional Sale Deadline	N/A
34	§ 11.1	Tenant Estoppel Statements Deadline	N/A
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	N/A
		Closing and Possession	
36	§ 12.3	Closing Date	
37	§ 17	Possession Date	March 31, 2016
38	§ 17	Possession Time	March 31, 2016
39	§ 28	Acceptance Deadline Date	12:00 Noon MST
40	§ 28	Acceptance Deadline Time	March 3, 2016
	N/A	N/A	12:00 Noon MST
	N/A	N/A	N/A
	N/A	N/A	N/A

86 3.1. **Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any box,
87 blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision,
88 including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If
89 no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

90 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

92 **4. PURCHASE PRICE AND TERMS.**

93 4.1. **Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price		
2	§ 4.3	Earnest Money	\$	\$120,000.00
3	§ 4.5	New Loan		\$ 2,500.00
4	§ 4.6	Assumption Balance		\$ 60,000.00
5	§ 4.7	Private Financing		\$ N/A
6	§ 4.7	Seller Financing		\$ N/A
7	N/A	N/A		\$ N/A
8	N/A	N/A		\$ N/A
9	§ 4.4	Cash at Closing		\$ N/A
10		TOTAL	\$	\$ 57,500.00

94 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller
95 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
96 and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the
97 Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items
98 and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or
99 credit Buyer elsewhere in this Contract.

100 **4.3. Earnest Money.** The Earnest Money set forth in this section, in the form of a *check*, will be
101 payable to and held by *Land Title* (Earnest Money Holder), in its trust account, on behalf of
102 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually
103 agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to
104 the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has
105 agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing
106 to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the
107 Earnest Money Holder in this transaction will be transferred to such fund.

108 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
109 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

110 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to
111 the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided
112 in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute
113 and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three
114 days of Seller's receipt of such form.

115 **4.4. Form of Funds; Time of Payment; Available Funds.**

116 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
117 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
118 check, savings and loan teller's check and cashier's check (Good Funds).

119 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be
120 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at
121 Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this
122 Contract, Does Does Not have funds that are immediately verifiable and available in an amount not less than the amount
123 stated as Cash at Closing in § 4.1.

124 **4.5. New Loan.**

125 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.2, if applicable, must timely pay Buyer's loan
126 costs, loan discount points, prepaid items and loan origination fees, as required by lender.

127 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
128 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30 (Additional Provisions).

129 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
130 Conventional Other N/A.

131 **4.6. Assumption.** OMITTED AS INAPPLICABLE.

144 **4.7. Seller or Private Financing.** OMITTED AS INAPPLICABLE.

161

TRANSACTION PROVISIONS

162 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

163 **5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
164 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
165 by such lender, on or before **Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

166 **5.2. Loan Objection.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional
167 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its
168 availability, payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the sole benefit of Buyer.
169 Buyer has the Right to Terminate under § 25.1, on or before **Loan Objection Deadline**, if the New Loan is not satisfactory to
170 Buyer, in Buyer's sole subjective discretion. **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE**
171 **BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except
172 as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

173 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole
174 benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be at Seller's sole
175 subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's
176 expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit
177 condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information
178 and documents received by Seller must be held by Seller in confidence, and not released to others except to protect Seller's interest
179 in this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under
180 § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective
181 discretion, Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

182 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
183 documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline**. For the sole
184 benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer
185 has the Right to Terminate under § 25.1, on or before **Existing Loan Documents Objection Deadline**, based on any
186 unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the
187 Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan,
188 except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will
189 terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective
190 discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth
191 in § 4.6.

192 **6. APPRAISAL PROVISIONS.**

193 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged
194 on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set
195 forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property
196 to be valued at the Appraised Value.

197 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth
198 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

199 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
200 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
201 **Objection Deadline**, notwithstanding § 8.3 or § 13:

202 **6.2.1.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

203 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
204 Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase Price.

205 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
206 **Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
207 **Deadline** (§ 3), this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written
208 withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

209 **6.3. Lender Property Requirements.** If the lender imposes any requirements, replacements, removals or repairs,
210 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond
211 those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of
212 this Contract), on or before three days following Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion.
213 Seller's Right to Terminate in this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the
214 parties enter into a written agreement regarding the Lender requirements; or (2) the Lender Requirements have been completed; or
215 (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

216 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by

218 Buyer Seller. The cost of the Appraisal may include any or all fees paid to the appraiser, appraisal management company,
219 lender's agent or all three.
220

221 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest
222 Community and subject to such declaration.

223 **7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON
224 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF
225 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE
226 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE
227 ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE
228 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY
229 ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE
230 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE
231 DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE
232 OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE
233 ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION.
234 PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE
235 FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY
236 READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF
237 THE ASSOCIATION.

238 **7.2. Owners' Association Documents.** Owners' Association Documents (Association Documents) consist of the
239 following:

240 **7.2.1.** All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating
241 agreements, rules and regulations, party wall agreements;

242 **7.2.2.** Minutes of most recent annual owners' meeting;

243 **7.2.3.** Minutes of any directors' or managers' meetings during the six-month period immediately preceding the
244 date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3,
245 collectively, Governing Documents); and

246 **7.2.4.** The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual
247 and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if
248 any (collectively, Financial Documents).

249 **7.3. Association Documents to Buyer.**

250 **7.3.1. Seller to Provide Association Documents.** Seller is obligated to provide to Buyer the Association
251 Documents, at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the
252 Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon
253 Buyer's receipt of the Association Documents, regardless of who provides such documents.

254 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
255 Terminate under § 25.1, on or before **Association Documents Objection Deadline**, based on any unsatisfactory provision in any
256 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
257 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to
258 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
259 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
260 **Date**, Buyer's Notice to Terminate must be received by Seller on or before **Closing**. If Seller does not receive Buyer's Notice to
261 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any
262 Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

263 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

264 **8.1. Evidence of Record Title.**

265 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
266 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
267 to Buyer, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase
268 Price, or if this box is checked, an Abstract of Title certified to a current date. Seller will cause the title insurance policy to be
269 issued and delivered to Buyer as soon as practicable at or after **Closing**.

270 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
271 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must
272 furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase
273 Price.

274 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

275 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment Will Will Not contain Owner's
276 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
277 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics'
278 liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded), and (6)
279 unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC
280 will be paid by Buyer Seller One-Half by Buyer and One-Half by Seller Other N/A.
281 Regardless of whether the Contract requires OEC, the Title Insurance Company may not provide OEC or delete or insure over
282 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined
283 below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to
284 object under § 8.4 (Right to Object to Title, Resolution).

285 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations,
286 covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of
287 such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
288 Documents).

289 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
290 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
291 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
292 party or parties obligated to pay for the owner's title insurance policy.

293 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
294 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

295 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
296 Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**.
297 Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding
298 § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or
299 Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title
300 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be
301 delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object
302 to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or
303 Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of
304 Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4
305 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents
306 required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection
307 by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title
308 Commitment and Title Documents as satisfactory.

309 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
310 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
311 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights
312 of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has
313 the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g.,
314 unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any
315 unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's
316 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter
317 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer
318 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection
319 pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in
320 § 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by
321 the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual
322 knowledge.

323 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not limited to those
324 matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If
325 Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

326 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice
327 of Title Objection), on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on
328 or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller
329 receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such

330 items and waives the Right to Terminate for that reason), on or before expiration of Title Resolution Deadline. If either the
331 Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of
332 the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also
333 will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or
334 8.4.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or
335 before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

336 8.5. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION
337 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE
338 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK
339 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE
340 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
341 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
342 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
343 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING
344 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
345 RECORDER, OR THE COUNTY ASSESSOR.

346 Buyer has the Right to Terminate under § 25.1, on or before Off-Record Title Objection Deadline, based on any
347 unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

348 8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property, or a right to approve
349 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the
350 right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate.
351 If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and
352 effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval
353 of this Contract has not occurred on or before Right of First Refusal Deadline, this Contract will then terminate.

354 8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed
355 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
356 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
357 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and
358 various laws and governmental regulations concerning land use, development and environmental matters.

359 8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE
360 PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER
361 OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR
362 WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS,
363 GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS
364 MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE
365 MINERAL ESTATE, OIL, GAS OR WATER.

366 8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
367 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
368 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
369 RECORDER.

370 8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
371 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
372 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
373 OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

374 8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL
375 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
376 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
377 AND GAS CONSERVATION COMMISSION.

378 8.7.5. Title Insurance Exclusions. Matters set forth in this Section, and others, may be excepted, excluded from,
379 or not covered by the owner's title insurance policy.

380 8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are
381 strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).

382 9. NEW ILC, NEW SURVEY.

383 9.1. New ILC or New Survey. If the box is checked, a New Improvement Location Certificate (New ILC)
384 New Survey in the form of N/A is required and the following will apply:

385 9.1.1. Ordering of New ILC or New Survey. Seller Buyer will order the New ILC or New Survey. The

386 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of
387 date after the date of this Contract.

388 9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or
389 before Closing, by: Seller Buyer or:
390 N/A

391
392
393 9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider
394 of the opinion of title if an Abstract of Title), and N/A will receive a New ILC or New Survey on or before
395 New ILC or New Survey Deadline.

396 9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor
397 to all those who are to receive the New ILC or New Survey.

398 9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New
399 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New
400 Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
401 Seller incurring any cost for the same.

402 9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If
403 the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
404 Buyer may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3 or § 13:

405 9.3.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

406 9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be
407 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

408 9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on
409 or before New ILC or New Survey Objection Deadline, and if a Buyer and Seller have not agreed in writing to a settlement
410 thereof on or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC
411 or New Survey Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey
412 Objection before such termination, i.e., on or before expiration of New ILC or New Survey Resolution Deadline.

413 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

414 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.**

415 10.1. Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to
416 Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed
417 by Seller to Seller's actual knowledge, current as of the date of this Contract.

418 10.2. Disclosure of Latent Defects; Present Condition. Seller must disclose to Buyer any latent defects actually known
419 by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer
420 acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

421 10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
422 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the
423 physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical,
424 plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the
425 Property (including utilities and communication services), systems and components of the Property (e.g. heating and plumbing),
426 (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or
427 off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective
428 discretion, Buyer may, on or before Inspection Objection Deadline:

429 10.3.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

430 10.3.2. Inspection Objection. Deliver to Seller a written description of any unsatisfactory physical condition that
431 Buyer requires Seller to correct.

432 10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before Inspection Objection
433 Deadline, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Inspection Resolution Deadline,
434 this Contract will terminate on Inspection Resolution Deadline unless Seller receives Buyer's written withdrawal of the
435 Inspection Objection before such termination, i.e., on or before expiration of Inspection Resolution Deadline.

436 10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement
437 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
438 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
439 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
440 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such

441 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
442 any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and
443 expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed
444 pursuant to an Inspection Resolution.

445 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
446 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
447 **Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.
448 **10.6. Due Diligence.**

449 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following
450 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence**
451 **Documents Delivery Deadline**:

- 452 **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
- 453 **10.6.1.2.** Property tax bills for the last 2 years;
- 454 **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including
455 architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the
456 extent now available;
- 457 **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
- 458 **10.6.1.5.** Operating statements for the past N/A years;
- 459 **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
- 460 **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the
461 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):
462 N/A
- 463 **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet
464 been completed and capital improvement work either scheduled or in process on the date of this Contract;
- 465 **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been
466 made for the past N/A years;
- 467 **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not
468 delivered earlier under § 8.3);
- 469 **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports,
470 letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or
471 other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's
472 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
- 473 **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of
474 the Property with said Act;
- 475 **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental
476 authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations,
477 if any; and
- 478 **10.6.1.14.** Other documents and information:
479 N/A

482
483
484 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due
485 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective
486 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

487 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or
488 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
489 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

490 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
491 Seller, on or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have not agreed in writing to a
492 settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence**
493 **Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection
494 before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

495 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**
496 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction
497 over the Property, in Buyer's sole subjective discretion.

498 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
499 Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide
500 Phase I Environmental Site Assessment, Phase II Environmental Site Assessment (compliant with most current version of the
501 applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or N/A, at the expense
502 of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation
503 whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations
504 must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants'
505 business uses of the Property, if any.

506 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the
507 Environmental Inspection Objection Deadline will be extended by N/A days (Extended Environmental Inspection Objection
508 Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the Closing Date, the Closing Date
509 will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II Environmental Site
510 Assessment.

511 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the
512 Right to Terminate under § 25.1, on or before Environmental Inspection Objection Deadline, or if applicable, the Extended
513 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
514 subjective discretion.

515 Buyer has the Right to Terminate under § 25.1, on or before ADA Evaluation Objection Deadline, based on any
516 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

517 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
518 owned by Buyer and commonly known as N/A. Buyer has the Right to Terminate
519 under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before Conditional Sale Deadline if such
520 property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not receive Buyer's
521 Notice to Terminate on or before Conditional Sale Deadline, Buyer waives any Right to Terminate under this provision.

522 **10.8. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
523 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the
524 Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller
525 enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably
526 withheld or delayed.

527 **11. TENANT ESTOPPEL STATEMENTS.**

528 **11.1. Tenant Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements.
529 Seller must obtain and deliver to Buyer on or before Tenant Estoppel Statements Deadline, statements in a form and substance
530 reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease
531 stating:

- 532 11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;
- 533 11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or
534 amendments;
- 535 11.1.3. The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;
- 536 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;
- 537 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and
- 538 11.1.6. That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease demising
539 the premises it describes.

540 **11.2. Tenant Estoppel Statements Objection.** Buyer has the Right to Terminate under § 25.1, on or before Tenant
541 Estoppel Statements Objection Deadline, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion,
542 or if Seller fails to deliver the Estoppel Statements on or before Tenant Estoppel Statements Deadline. Buyer also has the
543 unilateral right to waive any unsatisfactory Estoppel Statement.
544

545 **CLOSING PROVISIONS**

546 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

547 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to
548 enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If
549 Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing
550 Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and

- 551 Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this
552 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.
553 12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions Are Are Not executed with
554 this Contract.
- 555 12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
556 the Closing Date or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by
557 *Mutual Agreement Between Buyers and Sellers*.
- 558 12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality, and extent of service vary
559 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).
- 560 13. TRANSFER OF TITLE. Subject to tender of payment at Closing as required herein and compliance by Buyer with the
561 other terms and provisions hereof, Seller must execute and deliver a good and sufficient *Special Warranty deed*
562 to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as
563 provided herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements
564 installed as of the date of Buyer's signature hereon, whether assessed or not. Title will be conveyed subject to:
565 13.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents
566 accepted by Buyer in accordance with **Record Title**,
- 567 13.2. Distribution utility easements (including cable TV),
568 13.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual
569 knowledge and which were accepted by Buyer in accordance with **Off-Record Title** and **New ILC** or **New Survey**,
- 570 13.4. Inclusion of the Property within any special taxing district, and
571 13.5. Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether
572 assessed prior to or after Closing, and
573 13.6. Other *N/A*.
- 574 14. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid will be paid at or before Closing from the
575 proceeds of this transaction or from any other source.
- 576 15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.
- 577 15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
578 to be paid at Closing, except as otherwise provided herein.
- 579 15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by Buyer Seller
580 One-Half by Buyer and One-Half by Seller Other *N/A*.
- 581 15.3. Status Letter and Record Change Fees. Any fees incident to the issuance of Association's statement of
582 assessments (Status Letter) must be paid by None Buyer Seller One-Half by Buyer and One-Half by Seller.
583 Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name
584 or title of such fee (Association's Record Change Fee) must be paid by None Buyer Seller One-Half by Buyer
585 and One-Half by Seller.
- 586 15.4. Local Transfer Tax. The Local Transfer Tax of *N/A* % of the Purchase Price must be paid at Closing by
587 None Buyer Seller One-Half by Buyer and One-Half by Seller.
- 588 15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
589 as community association fees, developer fees and foundation fees, must be paid at Closing by None Buyer Seller
590 One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s):
591 *N/A* in the total amount of *N/A* % of the Purchase Price or \$ *N/A*.
- 592 15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
593 \$ *N/A* for:
594 Water Stock/Certificates Water District
595 Augmentation Membership Small Domestic Water Company *N/A*
596 and must be paid at Closing by None Buyer Seller One-Half by Buyer and One-Half by Seller.
- 597 15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by
598 None Buyer Seller One-Half by Buyer and One-Half by Seller.
- 599 16. PRORATIONS. The following will be prorated to Closing Date, except as otherwise provided:
600 16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the
601 year of Closing, based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy and
602 Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled
603 veteran exemption or Other *N/A*.
- 604 16.2. Rents. Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit to

605 Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of
606 such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must
607 assume Seller's obligations under such Leases.

608 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
609 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred
610 maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents.
611 Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital.
612 Any special assessment assessed prior to Closing Date by the Association will be the obligation of Buyer Seller. Except
613 however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature
614 hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association
615 Assessments are currently payable at approximately \$ N/A per N/A and that there are no unpaid regular
616 or special assessments against the Property except the current regular assessments and N/A. Such
617 assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to
618 deliver to Buyer before Closing Date a current Status Letter.

619 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and N/A.

620 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

621 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on Possession Date at Possession Time, subject to
622 the Leases as set forth in § 10.6.1.7.

623
624 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
625 to Buyer for payment of \$ 300.00 per day (or any part of a day notwithstanding § 18.1) from Possession Date and
626 Possession Time until possession is delivered.

627

GENERAL PROVISIONS

628 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

629 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain
630 Time (Standard or Daylight Savings as applicable).

631 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified,
632 the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or
633 federal or Colorado state holiday (Holiday), such deadline Will Will Not be extended to the next day that is not a
634 Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

635 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
636 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
637 condition existing as of the date of this Contract, ordinary wear and tear excepted.

638 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of
639 loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), and if the repair of
640 the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance
641 proceeds, will use Seller's reasonable efforts to repair the Property before Closing Date. Buyer has the Right to Terminate under
642 § 25.1, on or before Closing Date if the Property is not repaired before Closing Date or if the damage exceeds such sum. Should
643 Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance
644 proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus
645 the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event
646 Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the
647 Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if
648 acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the
649 parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and
650 will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the
651 insurance claim.

652 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication
653 services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged
654 between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement
655 of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the
656 maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance
657 proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or
658 replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before

659 Closing Date, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or
660 Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the
661 Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that
662 may be purchased and may cover the repair or replacement of such Inclusions.

663 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
664 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
665 action. Buyer has the Right to Terminate under § 25.1, on or before Closing Date, based on such condemnation action, in Buyer's
666 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
667 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
668 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

669 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
670 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

671 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge
672 that the respective broker has advised that this Contract has important legal consequences and has recommended the examination
673 of title and consultation with legal and tax or other counsel before signing this Contract.

674 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
675 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
676 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting
677 party has the following remedies:

678 **21.1. If Buyer is in Default:**

679 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
680 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree
681 the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect
682 to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

683 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller
684 may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. It is
685 agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree
686 is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY
687 REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific
688 performance and additional damages.

689 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
690 hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this
691 Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

692 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
693 or litigation relating to this Contract, prior to or after Closing Date, the arbitrator or court must award to the prevailing party
694 all reasonable costs and expenses, including attorney fees, legal fees and expenses.

695 **23. MEDIATION.** If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not resolved, the parties
696 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
697 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
698 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
699 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
700 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at
701 that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from
702 filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation.
703 This section will not alter any date in this Contract, unless otherwise agreed.

704 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
705 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
706 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole
707 subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and
708 deposit Earnest Money into a court of competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and
709 reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money
710 Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the
711 lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties. Earnest Money Holder is

712 authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has
713 not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order
714 of the Court. The parties reaffirm the obligation of Mediation. This Section will survive cancellation or termination of this
715 Contract.

716 **25. TERMINATION.**

717 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
718 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
719 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
720 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as
721 satisfactory and waives the Right to Terminate under such provision.

722 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be
723 returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

724 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
725 addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining
726 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the
727 terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right
728 or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the
729 same. Any successor to a Party receives the predecessor's benefits and obligations of this Contract.

730 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**

731 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
732 § 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or
733 notices for such party, the Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after
734 Closing must be received by the party, not Broker or Brokerage Firm).

735 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer
736 or Seller, any individual named in this Contract to receive documents or notices for such party, the Broker or Brokerage Firm of
737 Broker working with such party (except any notice or delivery after Closing must be received by the party; not Broker or
738 Brokerage Firm) at the electronic address of the recipient by facsimile, email or N/A.

739 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email
740 address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to
741 access the documents, or (3) facsimile at the Fax No. of the recipient.

742 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
743 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
744 located in Colorado.

745 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
746 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or
747 before **Acceptance Deadline Date and Acceptance Deadline Time**. If accepted, this document will become a contract between
748 Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy
749 thereof, such copies taken together are deemed to be a full and complete contract between the parties.

750 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not
751 limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations, Title**
752 **Insurance, Record Title and Off-Record Title, New ILC, New Survey and Property Disclosure, Inspection, Indemnity,**
753 **Insurability and Due Diligence.**

754
755 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

756 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
757 Commission.)

758 *It is mutually agreed and accepted that the property is being sold in "AS IS" condition.*

This purchase agreement is contingent upon governmental approval to open and operate a Liquor Store.

Contract Addendum

Notwithstanding any other provisions of this agreement, the following additional special provisions and terms of sale shall apply to this purchase and sale transaction:

- a) Deed. The type of Deed to be conveyed by Seller shall be a special warranty deed, the form of which shall be specified by Seller.
- b) Personal Property. All personal property owned by the former owner and currently located on the property is excluded from this transaction. Seller makes no representations concerning the personal property currently located in the property, including but not limited to the ownership status, lien status, possessory rights or condition. Buyer acknowledges that it shall be Buyer's sole responsibility to ascertain all such matters to Buyer's satisfaction.
- c) As Is Condition of Property. Notwithstanding any other provision of this Contract to the contrary, Buyer acknowledges that (a) Seller has never inspected the property, (b) Seller has no knowledge regarding the history or physical condition of the property or improvements, and (c) Buyer is purchasing the Property "AS IS," "WHERE IS," and "WITH ALL FAULTS," without any representations or warranties by Seller as to physical or title condition. Any fixtures or other personal property sold under this Contract will be transferred to Buyer AS IS, WHERE IS, AND DISCLAIMING ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY NATURE, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OPERATING CONDITION. In accordance with the provisions of this agreement, Buyer has the right to have access to the Property to inspect its condition. Prior to Closing, Buyer will have carefully and thoroughly made such investigations and inquiries as Buyer deems necessary concerning all aspects of the Property which are or may be of concern to Buyer, including, but not limited to: the purchase price of the Property and the terms of payment; the physical condition of the Property and improvements thereon; the condition of title; the environmental condition of the Property; the location of the boundaries; the nature of the soil on the Property; utility extension and services; and easements, rights-of-way and encroachments; compliance or noncompliance of the Property with building codes, zoning regulations or other governmental regulations; the status of water rights; the status of mineral rights; the suitability of the Property for Buyer's intended use; and all other matters or things relating to the Property which are of concern to Buyer. Buyer acknowledges that neither Seller nor its agents have made any representations or warranties regarding the Property, except as expressly set forth in this Contract. The foregoing provision shall survive Closing.
- d) Contingency. Seller's obligations under this Agreement are entirely conditional upon the Seller acquiring good and sufficient marketable title to the property prior to the scheduled closing.
- e) Title. It is agreed that the title work and closing services shall be provided by Colorado Escrow and Title Services, LLC, ATTN: Kelley Abernathy, 520 Main Street, Suite C, Longmont, Colorado 80501, Telephone: (303) 678-8500.
- f) Conflict of Terms. In the event of any conflict between the terms of this Addendum and the terms and conditions of the original Purchase and Sale Contract and related documentation, the terms and conditions of this Contract Addendum shall govern.

Seller: Buyer:

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31. ATTACHMENTS.

31.1. The following attachments are a part of this Contract:

N/A

31.2. The following disclosure forms are attached but are not a part of this Contract:

N/A

SIGNATURES

Buyer's Name: *Harnam Singh*

HARNAM SINGH
Buyer's Signature *Harnam Singh* _____ Date *2/25/16*

Address: *N/A*

N/A

Phone No.: *N/A*

Fax No.: *N/A*

Email Address: *N/A*

779 [NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Seller's Name: *Security Service Credit Union*

[Signature]
Seller's Signature _____ Date *2/25/16*
Recovery *Michael Oliver / Manager Asset*

Address: 16211 LaCantara Parkway
San Antonio, TX 78256
Phone No.: 210-476-4543
Fax No.: 210-476-4634
Email Address: pryan@ssfvcu.org

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32. COUNTER; REJECTION. This offer is Countered Rejected.
Initials only of party (Buyer or Seller) who countered or rejected offer _____

END OF CONTRACT TO BUY AND SELL REAL ESTATE

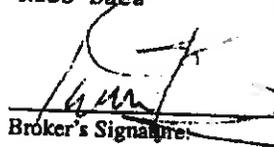
33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Broker working with Buyer)

Broker Does Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a Buyer's Agent Seller's Agent Transaction-Broker in this transaction.
 This is a Change of Status.

Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm Buyer Other N/A.

Brokerage Firm's Name: RE/MAX Eagle Rock
Broker's Name: Russ Baca

Broker's Signature: 

Date: 12/25/2016

Address: 6028 Stallion Dr
Loveland, CO 80538
Phone No.: (970) 593-0999
Fax No.: (970) 593-0997
Email Address: russ.baca@remax.net

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Broker working with Seller)

Broker Does Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a Seller's Agent Buyer's Agent Transaction-Broker in this transaction.

This is a Change of Status.

Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other N/A.

Brokerage Firm's Name:
Broker's Name:

RE/MAX Eagle Rock
Russ Baca

Broker's Signature:

2/25/2016
Date

Address:

6028 Stallion Dr
Loveland, CO 80538

Phone No.:

(970) 593-0999

Fax No.:

(970) 593-0997

Email Address:

russ.baca@remax.net

784

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business LADO Investments Inc.		Home Phone Number	Cellular Number 970-545-0666		
2. Your Full Name (last, first, middle) Singh Hamam		3. List any other names you have used			
4. Mailing address (if different from residence) 1209 26th Ave Greeley CO 80634		Email Address harnamsingh.Happy007@yahoo.com			
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)					
Street and Number		City, State, Zip		From	To
Current 1209 26th Ave Apt 202		Greeley CO 80634		11/01/14	03/04/16
Previous					
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)					
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To	
J and G Stores LLC	1020 28th Ave 107A Greeley CO 80631	Manager	11/14/14	03/04/16	
Maan Florida Inc	6595 S Withapopka Dr Floral City FL 34436	President	01/30/11	06/30/14	
Amar and Kehar Enterprises Inc	530 S Atlantic Ave Ormond Beach FL 32176	Manager	01/01/09	12/31/10	
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.					
Name of Relative	Relationship to You	Position Held	Name of Licensee		
Roman Singh	Brother	Owner/ President	J and G Stores LLC		
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Owner and Operated liquor store in Greeley CO					
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 07/07/63	b. Social Security Number [REDACTED]	c. Place of Birth India	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where Colorado		f. When 07/18/2007	g. Name of District Court US Citizenship and Immigrations Services
h. Naturalization Certificate Number A070935482	i. Date of Certification 07/18/07	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height 5	m. Weight 6	n. Hair Color Black	o. Eye Color Brown
p. Gender Male	q. Race Indian	r. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # <u>9[REDACTED]39</u> State <u>Colorado</u>	

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 120,000.00

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 50,000.00

* If corporate investment only please skip to and complete section (d)
** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Cash	Checking	Wells Fargo Bank	\$50,000.00

d. Provide details of the corporate investment described in 14 b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
Guaranty Bank and Trust	930 11th Ave Greeley CO	15	20% Down	\$120,000.00

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature <u>HARNAM SINGH</u>	Print Signature Harnam Singh	Title President	Date 2-4-16
---	---------------------------------	--------------------	----------------

PART 1 - PART 2 TO FOLLOW UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES DIVISION CLARKSBURG, WV 26306 COCBI0000 ICN E201606600000008975 PART 2 - FBI IDENTIFICATION RECORD - FBI NO.- 758464XA9 NAME FBI NO. DATE REQUESTED SINGH,HARNAN 758464XA9 2016/03/06 SEX RACE BIRTH DATE HEIGHT WEIGHT EYES HAIR M A 1963/07/07 506 165 BRO BLK BIRTH PLACE INDIA PATTERN CLASS CITIZENSHIP INDIA RS RS RS RS RS LS LS LS LS 1-ARRESTED OR RECEIVED 1995/04/09 SID- CA10914439 AGENCY- POLICE DEPARTMENT ALHAMBRA (CA0190100) AGENCY CASE-4362052 CHARGE 1-M/PETTY THEFT COURT- MUNICIPAL COURT ALHAMBRA (CA019033J) CHARGE-484 A PC-THEFT CONVICTED- PROBATION -018MONTHS PROBATION - FINE - IMP SEN SS RECORD UPDATED 2016/03/06 ALL ARREST ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL. THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

2.96: N

Original NFUF
TOT:

List of all records of this type

Need Help?

Contact: (303) 239-4208

Your Browser Needs

April 16, 2016

To Whom It May Concern:

As a result of the incident that occurred in California. I appeared in court and was fined by the courts which I paid immediately. I was instructed not to conduct any type of business around or in the establishment which I had appeared in court for.

HARNAM SINGH

Harnam Singh

Apr 18, 2016 11:46:52 AM

Printed By: 52036 from: FTZ

Received Time: 11:45:54 04-18-16 Source ORI: COISS0000
Summary: QW: CAR=LIQU NAM=SINGH, HARNAM DOB=19630707
View Message Details

*** ATTN: LIQU

Your query: QW NAM/SINGH,HARNAM.DOB/19630707

NO RECORDS FOUND
MRI 37172 IN: ISS 12785 AT 11:45 18APR16
OUT: FTZ 187 AT 11:45 18APR16

AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the: Licensee Applicant

- Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 4th day of March, 20 16.

Seller:

Licensee & License Number

Trade name

Signature

Position

Print Name

Buyer:

LADO Investments Inc
Harnam Singh
Applicant

Jack's Beer & Spirits
Trade name

HARNAM SINGH
Signature

President
Position

Harnam Singh
Print Name



Colorado Secretary of State
 Date and Time: 03/03/2016 08:18 AM
 ID Number: 20161163956
 Document number: 20161163956
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation
 filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

LADO Investments, Inc.

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation's initial principal office is

Street address 417 Denver Ave
(Street number and name)

Fort Lupton CO 80621
(City) (State) (ZIP/Postal Code)

United States
(Country)

Mailing address 1020 28th Ave
(leave blank if same as street address) (Street number and name or Post Office Box information)

No. 107A

Greeley CO 80631
(City) (State) (ZIP/Postal Code)

United States
(Country)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name Singh Harnam
(if an individual) (Last) (First) (Middle) (Suffix)

or
(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Street address 1209 26th Ave
(Street number and name)

No. 202

Greeley CO 80634
(City) (State) (ZIP/Postal Code)

Mailing address (Street number and name or Post Office Box information)
(leave blank if same as street address)

(City) CO (ZIP/Postal Code)
(State)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual) Singh Harnam
(Last) (First) (Middle) (Suffix)

or

(if an entity) _____
(Caution: Do not provide both an individual and an entity name.)

Mailing address 1020 28th Ave
(Street number and name or Post Office Box information)
No 107A
Greeley CO 80631
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

- The corporation is authorized to issue 10,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.
- Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Singh Harnam
(Last) (First) (Middle) (Suffix)
1020 28th Ave
(Street number and name or Post Office Box information)
No 107A
Greeley CO 80631
(City) (State) (ZIP/Postal Code)
United States
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

LADO Investments, Inc.

is a
Corporation

formed or registered on 03/03/2016 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20161163956 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/01/2016 that have been posted, and by documents delivered to this office electronically through 03/04/2016 @ 07:36:01 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/04/2016 @ 07:36:01 in accordance with applicable law. This certificate is assigned Confirmation Number 9533898



Secretary of State of the State of Colorado

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

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

Date of this notice: 03-03-2016

Employer Identification Number:
81-1672823

Form: SS-4

Number of this notice: CP 575 A

LADO INVESTMENTS INC
1020 28TH AVE STE 107A
GREELEY, CO 80634

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-1672823. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	07/31/2016
Form 940	01/31/2017
Form 1120	03/15/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is LADO. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

*Posted
4/18/10*

PUBLIC NOTICE

APPLICATION FOR A NEW/RETAIL LIQUOR STORE
LICENSE FOR **417 DENVER AVENUE** PURSUANT
TO THE LAWS OF THE STATE OF CO. **JACK'S BEER
& SPIRITS - OWNER HARNAM SINGH** HAS APPLIED
TO THE LOCAL LICENSING AUTHORITY OF THE

CITY OF FT. LUPTON, CO. TO GRANT A RETAIL LIQUOR STORE LICENSE FOR MALT, VINOUS & SPIRITUOUS LIQUOR. THIS APPLICATION WILL BE CONSIDERED BY CITY COUNCIL ON 5-2-16, AT 7:00 P.M., 130 S. MCKINLEY AVE., FT. LUPTON, CO. WRITTEN PROTEST MAY BE FILED DURING

**BUSINESS HRS. AT THE OFFICE OF THE CITY
CLERK, 130 S. MCKINLEY AVE. PRIOR TO 5 P.M. ON
4-30-16 APP. FILED: 3-4-16
LOCATION POSTED: 4-18-16**

NAME OF APPLICANT: Harnam Singh

TYPE OF LICENSE: Liquor

PUBLIC HEARING DATE:

THE UNDERSIGNED HAVE HAD THE OPPORTUNITY TO READ THE INSTRUCTIONS, QUALIFICATIONS AND PETITION AND ARE IN FAVOR/AGAINST THE ISSUANCE OF A LIQUOR LICENSE.

	Signature	Address	City	Age	Date	Yes	No	Comments
1	[Signature]	410 Denver Ave	FT Lupton	43	3-1-16	X		
2	[Signature]	336 Denver Ave	FT Lupton	24	03/01/16	X		
3	[Signature]	332 Denver Ave	Fort Lupton	27	3-1-16	X		
4	[Signature]	326 Denver Ave	FT Lupton	29	3-1-16	X		
5	[Signature]	322 Denver Ave	FT Lupton	35	3/1/16	X		
6	[Signature]	60 S Grand St	FT Lupton	21	3/1/16	X		
7	[Signature]	3010 Denver Ave	FT Lupton	30	3-1-16	X		
8	[Signature]	5026 Coloma Ave	Fort Lupton	52	3-1-16	X		
9	[Signature]	3016 Denver Ave	FT Lupton	28	3-1-16	X		
10	[Signature]	5076 Colman Ave	FT Lupton	32	3/1/16	X		
11	[Signature]	308 Wagon Wheel	FT Lupton	51	3/1/16	X		
12	[Signature]	1803 3014 Ave	Carleton	38	3-1-16	X		
13	[Signature]	[Signature]	[Signature]			X		
14	[Signature]	CHIRATA PT	80609	74	1942	X		
15	[Signature]	1615 Federal Ave	80621	72	3-1-16	X		

	Signature	Address	City	Age	Date	Yes	No	Comments
16	Joe Redman	2017 4th St	Greenway	38	3-1-16	<input checked="" type="checkbox"/>		
17	Lucretia Ringer	237 Denver Ave	Ft. Lupton	30	3-1-16	<input checked="" type="checkbox"/>		
18	Shanel Ringer	919 Denver	Ft. Lupton	33	3-1-16	<input checked="" type="checkbox"/>		(event for assist)
19	Beth Miller	301 Denver Ave	Fort Lupton	31	3-1-2016	<input checked="" type="checkbox"/>		
20	Virginia Balken	301 Denver	Ft. Lupton	39	3-1-2016	<input checked="" type="checkbox"/>		
21	Karin Addegaard	301 Denver Ave	Ft. Lupton	38	3-1-2016	<input checked="" type="checkbox"/>		
22	Diana J. DeWitt	1306 Fulton Ave	Ft. Lupton	52	3-1-2016	<input checked="" type="checkbox"/>		
23	Patricia DeWitt	2145 D WCR 10	Hudson	59	3-1-16	<input checked="" type="checkbox"/>		
24	Patricia DeWitt	720 4th St	Hudson	56	3-1-16	<input checked="" type="checkbox"/>		
25	Jose Carolina		Ft. Lupton	55	3-1-16	<input checked="" type="checkbox"/>		
26	Dale Harris	305 3rd	Ft. Lupton	64	3-1-16	<input checked="" type="checkbox"/>		
27		118 Craig	Ft. Lupton	22	3-1-16	<input checked="" type="checkbox"/>		
28	Esther Hood	1436 3rd St	Ft. Lupton	21	3-1-16	<input checked="" type="checkbox"/>		
29	Delany Hood	225 S. Federal Hill	Ft. Lupton	60	3-1-16	<input checked="" type="checkbox"/>		
30	Wendy Kuehn	1339 4th St	Ft. Lupton	47	3-1-16	<input checked="" type="checkbox"/>		
31	Maureen Romano	1818 Logan St	Lorment	38	3-1-16	<input checked="" type="checkbox"/>		
32	Heather D	302 Pomers Rd	Ft. Lupton	59	3-1-16	<input checked="" type="checkbox"/>		
33	Carol Ann	2445 29th Day	Thornton	38	3-1-16	<input checked="" type="checkbox"/>		
34	Carol Ann	3060 E Blvd	Thornton	30	3-1-16	<input checked="" type="checkbox"/>		
35	Theresa Sumner	910 Dagwood	Ft. Lupton	36	3-1-16	<input checked="" type="checkbox"/>		
36	Shirley Blumhagen	176 4th Ave	Ft. Lupton	76	3-1-16	<input checked="" type="checkbox"/>		
37	Heather Leake	1105 Mountain Ave 805	Ft. Lupton	42	3-1-16	<input checked="" type="checkbox"/>		
38	Carri Rocca	1308 3rd St	Ft. Lupton	28	3-1-16	<input checked="" type="checkbox"/>		
39	Donna Hillman	737 Denver Ave	Ft. Lupton	22	3-1-16	<input checked="" type="checkbox"/>		
40	Jacob Masson	124 7th St + Fort Lupton	Ft. Lupton	27	3-1-16	<input checked="" type="checkbox"/>		
41	Chase Lafferty	124 7th St	Ft. Lupton	23	3-1-16	<input checked="" type="checkbox"/>		
42	Melinda Medina	1411 Hillman Dr	Thornton	21	3-1-16	<input checked="" type="checkbox"/>		

	Signature	Address	City	Age	Date	Yes	No	Comments
43								
44	RESLY JIMMIES	14127 CANTON ST	GREENE	71	01-00-95	✓		
45	ROSE ALVAREZ	733 DENVER AVE	Ft. Lupton	42	03-1-16	✓		
46	JORMIN PEREZ	12023 CR 6 # 206	Brighton	28	3/1/16	✓		
47	JOSUIN R. GARCIA	1461 9th St. #98	Ft. Lupton	27	3/1/16	✓		
48	GABRIELA FLORES	1021 pacific ct	Ft Lupton	33	3/1/16	✓		
49	PIL GONZALEZ	825 DENVER AVE	Ft Lupton	64	3/1/16	✓		
50	PAUL BALLEWANT	949 DENVER AVE	Ft Lupton	59	3/1/16	✓		
51	PAOLO GUERRERO	967 DENVER AVE	Ft Lupton	39	3/1/16	✓		
52	PAOLO GUERRERO	967 DENVER AVE	Ft Lupton	39	3/1/16	✓		
53	MELISSA DUKI	911 DENVER AVE	Ft Lupton	32	2/1/16	✓		
54	BOBOLLO M. MURPHY		Ft. Lupton	35	2/1/16	✓		
55	JANE SPANZIO	4477 DORIS AVE	Ft Lupton	25	8-1-16	✓		
56	BRUCE STUBB	1041 DENVER AVE	Ft Lupton	63	3/2/16	✓		Transcribed
57	BRUCE STUBB	1061 DENVER AVE	Ft Lupton	28	4-22-93	✓		
58	JOANNE MORALES	1561 DENVER AVE	Ft Lupton	67	1-19-63	✓		
59	JOHN FERRERA	2389 PARK AVE	Ft Lupton	52	8-1-16	✓		
60	ALEX RUIZ	110 WOOD HILL CT	Ft Lupton	24	8-1-16	✓		
61	RUADEL GONZALEZ	720 DENVER AVE	Ft Lupton	33	3-1-16	✓		
62	MARLA ADKINGTON	1336 3rd ST	Ft Lupton	60	3-4-16	✓		
63	GUADALUPE GARCIA	7202 938 4681	Ft Lupton	28	3-4-16	✓		
64	ANTHONY SANDER	815 15th STREET	Ft Lupton	49	3-4-16	✓		
65	DOMINGO LUNA	830 FULLER AVE	Ft Lupton	25	3/4-16	✓		
66	JOHN LUNA	1772 DENVER	Ft Lupton	41	3-4-16	✓		
67	JOHN LUNA	2249 PARK AVE	Ft Lupton	35	3-4-16	✓		
68	JOHN LUNA	331 PARK AVE	Ft Lupton	35	3-4-16	✓		
69	JOHN LUNA	69 HARRISON AVE	Ft Lupton	68	3-4-16	✓		

	Signature	Address	City	Age	Date	Yes	No	Comments
70	N. Garcia	1321 8th Street	FLUSH	42	3/30/16	X		
71	rebrun	105 ST L	FT. LAUDERDALE	24	3/04/16	X		
72	Amelia Delgado	973 Denver Ave	FT. LAUDERDALE	26	3-4-16	X		
73	Rebecca Salazar	8010 Third Street	FT. LAUDERDALE	52	3/14/16	X		
74	Evelyn Hernandez	973 Denver Ave	FT. LAUDERDALE	56	3-4-16	X		
75	Rebecca Salazar	807 3rd St	FT. LAUDERDALE	75	3-4-16	X		
76	Orlando Salazar	807 3rd St	FT. LAUDERDALE	48	3/4/16	X		
77	Christina Ortiz	906 Lancaster FL	FL	35	3-3-16	X		
78	Samantha Salazar	806 Third St	FL	25	3-3-16	X		
79	Chris Salazar	806 Third Street	FL	31	3-3-16	X		
80	Johnny Salazar	806 Third Street	FL	38	3-3-16	X		
81	John Sepulveda	1400 14th Street	FL	53	3-3-16	X		
82	Edgar Ortiz	906 Lancaster	FL	34	3-3-16	X		
83	Anthony Redding Jr	973 Denver Ave	FL	30	3-4-16	X		
84	Donna Ryan	973 Denver Ave	FL	29	3-4-16	X		
85	Johnny Garcia	429 Harrison Ave	FT.	10	3-9-16	X		
86	Shelly Kobato	450 Denver Ave	FL	46	3-4-16	X		
87	Don Proestos	903 4th St	FT. LAUDERDALE	26	3-4-16	X		
88	Wesley Wilson	441 St. Lupton		30	3-4-16	X		
89	Sammy Gray	FT. Lupton		29	3/4/16	X		
90	Adrianna Lopez	147 N 17th Brighton Co		38	3-4-16	X		
91	Sammy Gray	526 Penn	FL	80	3/4/16	X		
92	Don Walker	123 Port Ave	FL	57	3/4/16	X		
93	John Walker	703 Park	FT. LAUDERDALE	37	3-4-16	X		
94	John Walker	930 Park	FT. LAUDERDALE	34	3-4-16	X		
95	Jason Hill	950 Park	FT. LAUDERDALE	26	3-4-16	X		
96	Emily Ramirez	1000 McKinley	FT. LAUDERDALE	30	3/5/16	X		

	Signature	Address	City	Age	Date	Yes	No	Comments
97	Carissimo Ramirez	606 McKinley	Ft. Lupton	31	3-5-16	X		
98	Campbell Durben	9348 CR 24	Ft. Lupton	23	3-5-16	✓		
99	Anthony Torres	9348 CR 24	Ft. Lupton	24	3-5-16	✓		
100	Robert	710 Hoover Ave	Fort Lupton	29	3-9-16	✓		
101	Logan Benavidez	737 Howe Ave	Fort Lupton	28	3-8-16	✓		
102	Logan A. D. [unclear]	457 ELGIN AVE	Fort Lupton	25	3-5-16	✓		
103	Robert Mays	837 Hoover Ave	Fort Lupton	22	4-5-16	✓		
104	[unclear]	684 Park Ave	Ft. Lupton	27	3-5-16	X		
105	Stacey McPartney	641 McKinley	Ft. Lupton	35	3-5-16	X		
106	Debra [unclear]	618 7TH ST	FT Lupton	60	8-5-16	X		
107	[unclear]	1001 mt vern ave 203	Ft. Lupton	21	3-5-16	X		
108	Jesse Roberts	1501 957	Fort Lupton	37	3-5-16			
109	Shirley Pardo	905 9TH ST	Ft. Lupton	22	3-5-16	X		
110	[unclear]	651 - 9TH ST	Ft. Lupton	27	3-5-16	X		
111	[unclear]	519 9TH ST	Fort Lupton	69	3-6-16	X		
112	José L Hernandez	453 Pacific Ave	Fort Lupton	64	3-6-16	X		
113	[unclear]	1515 PLYM DR	Ft. Lupton	40	3-5-16			
114	Van Cervera	415 Pacific Ct	Ft. Lupton	34	3-6-16	X		
115	Jesse Morales	1114 Langrial Dr	ll	24	3-6-16	X		
116	Alyssa DeLeon	1114 Langrial Dr	Ft. Lupton	22	3-6-16	X		
117	[unclear]	405 grand Ave. Apt 450	Ft. Lupton	23	3-6-16	X		
118	[unclear]	DEALER WARE.	Ft. Lupton	28	3-6-16	X		
119	[unclear]	372 N 14th Ave	SPRINGTON	26	3-6-16	X		
120	Shanna Adams	453 N 19th Ave	Springton	27	3-6-16			
121	[unclear]	1057 N 11 Street						
122	Jaimie Luerners	805 4th Street	Ft. Lupton	38	5/6/16	X		
123	RUPERT	910 HOOVER	Springton	27	5/6/16	X		

	Signature	Address	City	Age	Date	Yes	No	Comments
124	<i>[Signature]</i>	805 57th St.	FT Lupton	35	3-6-16	X		TRIMMS UP
125	<i>[Signature]</i>	105 S. Broad Ave	St. Louis	33	3-6-16	X		
126	Bob Miller	13261 CR 10	"	23	3-10-16	X		
127	John P.	13261 CR 10	"	28	3-6-16	X		
128	Doris Post			22	3-6-16			
129	Michelle S. Johnson	461 2nd	Lupton	23	3/6/16	X		
130	Emily Wiersch	229	Lupton		3/6/16	X		
131	Joe Zeno	1458	Lupton		3/6/16	X		
132	Bill Gaurie	243 4th St	St. Louis	53	3-6-16	X		7212.
133	Jose Mena	504 Hawthorne	St. Louis	65	3-6-16	X		
134	Jesus Morales	722 1/2 Olympic Ave	St. Louis	88	3-6-16	X		Grand
135	Harold Williams	112 Morris	St. Louis	52	3-6-16	X		
136	Walter H. Moore	808 Hawthorne	St. Louis	69	3-6-16	X		
137	Demario Roberts	808 Harrison Ave	FT Lupton	65	3-6-16	X		
138	James Moore	803 Harrison Ave	St. Louis	65	3-6-16	X		
139	Kevin Gray	976 Denver Av	St. Louis	62	3-6-16	X		
140	James Gray	971 N. 1st St	St. Louis	47	3-6-16	X		
141	John Stalling	905 Denveral	FT Lupton	26	3-6-16			
142	Justin Moore	1649 Hoover Ave	FT Lupton	29	3-6-16			
143	Michael Moore	100 1/2 5th St	St. Louis	40	3-6-15	X		
144	Robert Moore	14 5th St	St. Louis	44	3-6-15	X		
145	John P. Miller	2281 S. 8th Ave	St. Louis	59	3-6-16			
146	Robert Miller	612 Paul Ave	St. Louis	61	3-6-16	X		
147	John P. Miller	43rd McKim Ave	St. Louis	66	3-6-16	X		
148	Thomas Miller	1021 Park Ave	St. Louis	35	3-6-16	X		
149	David Miller	10251 W 83rd	St. Louis					
150	TOSE MOORE	1461 9th St	St. Louis	49	3-6-16	X		

CITY OF FORT LUPTON CITY COUNCIL



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

Tommy Holton, Mayor

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

AM 2016- 069

PURCHASE TYLER TECHNOLOGY SOFTWARE FOR FINANCE, PLANNING AND COURTS FOR AN AMOUNT NOT TO EXCEED \$279,605

- I. **Agenda Date:** Council Meeting – May 2, 2016

- II. **Attachments:**
 - a. Contract Financial and Planning Software
 - b. Contract Court Software

III. **Summary Statement:**

Purchase Tyler Technology software to replace the Caselle software being used by finance and courts and put in place an integrated software for planning.

IV. **Fiscal Note:** _____

Finance Department Use Only

Lean Perino
Finance Director

V. **Submitted by:**

Lean Perino
Finance Director

VI. **Approved for Presentation:**

[Signature]
City Administrator

VII. **Attorney Reviewed**

_____ Approved _____ Pending Approval

VIII. **Certification of Council Approval:**

_____ City Clerk

_____ Date

VIII. Detail of Issue/Request:

The Caselle software being used for courts is the same software purchased in 2002 with very few upgrades. The software does not meet the State reporting requirements and Caselle has no plans to upgrade the software. Tyler software tracks all the necessary data and will allow electronic reporting to the Department of Motor Vehicle. With Tyler's online payment system, the citizens can pay penalty assessment summons easier.

The planning, zoning compliance and building department is not currently using a tracking software for violations, permitting or land use applications. The Tyler software will increase productivity within the department and give us the ability to tie all zoning compliance actions, building permits and land use applications with other departments within the City using the Tyler software.

The finance software from Tyler will integrate with the court and planning software. It will also automate some of the manual process being used currently. The utility billing module has an integrated online payment system and a notification system for past due bills.

IX. Legal/Political Considerations:

The new software will bring us into compliance with State reporting requirements for traffic fines. It will give planning an integrated work flow to track the entire process from annexation to zoning to building permits and hold all the relevant documents in the workflow in an organized easily accessible format.

X. Alternatives/Options:

1. *Direct staff to look at other software*
2. *Do not purchase any software at this time*

XI. Financial Considerations:

There is \$40,000 budgeted in the general fund to purchase court software. The Tyler Technologies court software will cost \$40,537 which includes travel costs for Tyler Tech employees to travel to Fort Lupton. The \$223,318 purchase of new finance and planning software and \$15,750 in data conversion is unbudgeted and will require a supplemental budget resolution. Travel costs for the finance and planning software implementation have not been included in the cost of the software.

XII. Staff Recommendation:

Approve the purchase of Tyler Technology software for the City.



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Fort Lupton.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.

- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have

purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that

outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
4. For Convenience. The Client may terminate the contract for convenience on sixty days' prior written notice. Upon termination, the Client shall remit payment for all products and services delivered to the Client and all expenses incurred by Tyler prior to the effective date of termination. The Client will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our

agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the

estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. No Waiver of Governmental Immunity. Nothing herein shall be deemed to be a waiver of the City of Fort Lupton's governmental immunity under Colorado law.

23. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement
Schedule 1: Support Call Process |
| Exhibit D | Web Services – Hosted Application Terms |
| Exhibit E | Statement of Work |

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Fort Lupton

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

City of Fort Lupton
130 South McKinley
Fort Lupton, CO 80621
Attention: Leann Perino



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

See following pages.



Prepared for:

Leann Luptino
Fort Lupton, CO
 130 S McKinley
 Fort Lupton, CO
 303.857.6694
 lperino@fortlupton.org

Contract ID: 2016-0000
 Issue Date: 03/30/16
 Sales Rep: Alan Paul

Tyler Related Products and Services

Description	QTY	License Fees	Hours	Services	Investment	Annual
Incode Financial Management Suite						
Core Financials (GL, Budget Prep, Bank Recon, AP, Express, Standard Forms Pkg, Output Director)		\$20,781	108	\$13,500	\$34,281	\$5,195
Purchasing		\$6,930	32	\$4,000	\$10,930	\$1,733
Fixed Assets		\$2,970	20	\$2,500	\$5,470	\$743
Project Accounting		\$5,445	16	\$2,000	\$7,445	\$1,361
Incode Personnel Management Suite						
Personnel Management		\$16,720	132	\$16,500	\$33,220	\$4,180
Employee Self Service (ESS) (Employee Portal)			32	\$4,000	\$4,000	
Electronic Time Clock Interface (Generic - Import Only)		\$1,650	Included	Included	\$1,650	\$413
Incode Customer Relationship Management Suite						
Utility CIS System		\$8,855	134	\$16,750	\$25,605	\$2,214
AMR/AMI Interface		\$3,000		Included	\$3,000	\$750
Cashiering (Support Credit/Debit Cards via ETS, PCI Compliant)		\$4,554	32	\$4,000	\$8,554	\$1,139
Credit Card processing via Authorize.Net		\$2,750	Included	Included	\$2,750	\$0
Miscellaneous Accounts Receivable		\$6,050	12	\$1,500	\$7,550	\$1,513
Energov Product Suite						
<i>Permitting & Land Management</i>	<i>Up to 5 Users</i>					
Permitting & Inspections		\$4,000	80	\$10,000	\$14,000	\$1,000
<i>License & Regulatory Management</i>						
License Management		\$3,000	40	\$5,000	\$8,000	\$750
<i>Customer Relationship Management</i>						
Code Enforcement		\$2,500	32	\$4,000	\$6,500	\$625
<i>System Extensions</i>						
Customer Portal						
Permitting & Inspections		\$2,750	8	\$1,000	\$3,750	\$688
Licensing		\$2,000	8	\$1,000	\$3,000	\$500
Content Management Suite						
<i>Printing & Reporting Solutions</i>						
Secure Signatures (includes 2 signatures)		\$1,100	Included	Included	\$1,100	\$275
<i>Content Management</i>						
Tyler Content Manager Standard Edition (TCM SE)		\$8,805	40	\$5,000	\$13,805	\$2,201
Subtotal		\$103,860	726	\$90,750	\$194,610	\$25,278

Conversion Services

Description	Fee	Hours	Services	Investment
Financial Applications	\$5,500	12	\$1,500	\$7,000
Personnel Management/Payroll	\$3,250	4	\$500	\$3,750
Utility Billing	\$5,000			\$5,000
Subtotal	\$13,750	16	\$2,000	\$15,750



Tyler Hosted Applications

Description			Services	Investment	Annual
Online Applications					
Utility Billing Online	# of Accounts	2,400	\$800		\$1,152
Notifications					
Incode Notifications for Utility Billing					
Incode Notifications for Court					
Continuing Education					
Tyler U				\$1,500	\$1,500
Subtotal			\$800		\$2,652

Professional Services

Description	Fee	Hours	Services	Investment
Project Management			\$5,000	\$5,000
Subtotal			\$5,000	\$5,000

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$103,860	\$27,930
Total Tyler Services	\$112,300	
Preferred Customer Software Discount	(\$20,772)	
Summary Total	\$195,388	\$27,930
Contract Total	\$223,318	

Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.

CONFIDENTIAL



Prepared for:
 Leann Perino
 Fort Lupton, CO

Tyler Conversion Services

Description	QTY	Fee	Hours	Services	Investment
Financial Applications		\$5,500		\$1,500	\$7,000
General Ledger		1,750	8	1,000	
- Chart of Accounts - No History					
Legacy/Historical Views	1	750	4	500	
Accounts Payable		2,000			
- Vendor Master Info, address, primary contact					
Legacy/Historical Views	1	1,000			
Personnel/Payroll Applications		\$3,250		\$500	\$3,750
Personnel Management/Payroll		\$2,250	4	\$500	
- Basic Employee Information - employee master, address, primary contact, standard dates (i.e. hire, birth, termination, leave), standard phones (work, home, cell), current direct deposit, current position, retirement, employee deductions, employee taxes					
Legacy/Historical Views	1	\$1,000	-	\$0	
Utility Billing		\$5,000			\$5,000
Utility - CIS		\$5,000			
- Contacts/Properties/Accounts					
- Service meter info - meter inventory					
- Transaction/Consumption/Read History (2 Years)					
- Metered services (1 metered service)					
- Non-Metered service (up to 2 services)					
Subtotal					\$15,750





Prepared for:
Leann Perino
 Fort Lupton, CO

Tyler Notifications

Description	
Incode Notification for Utility Billing (\$0.10 per call)	Active Accounts <u>2,000-3,000</u>
-Customer Notification by Phone	
<ul style="list-style-type: none"> • Call Late Notices • Call Late Notices • General Notifications 	
- Call Lists automatically generated	
- Account updated after call	
- Custom message for each call type	
- Call Message can be English or Spanish	
- Generate reports based on call results	
<p>Note: The Utility will be billed at the rate specified above for all calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.</p>	
Incode Notification for Courts (\$1 per violation)	Population <u>5,000-10,000</u>
- Defendant Notification by Phone	
- Call can be made for:	
<ul style="list-style-type: none"> • Citation Issued • Court Date Reminder • Court Date Missed, Notify of Next Step • Warrant Issued • Payment Plan due date reminder • Etc. 	
- Case updated after call	
<ul style="list-style-type: none"> • Call taken live • Left message • No answer 	
- Court creates unique message for each call type	
- Call message can be English or Spanish	
- Call Attorney, rather than Defendant	
<p>Note: The Court will be billed for the cases in which calls are made. The \$1.00 charge per violation includes up to 4 calls per violation, as shown above. The Court will be billed by Tyler Technologies monthly for the calls conducted.</p>	





Prepared for:
Leann Perino
Fort Lupton, CO

Tyler University

Description	Annual
Tyler U	\$1,500
<ul style="list-style-type: none">- E-learning courses available for all employees during the subscription period- Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications- Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards- Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention- Available 24/7- New courses created continually	
<p>Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.learningmarket.org</p>	
Subtotal	\$1,500





Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

3. Tyler Software.

3.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

4. Professional Services.

4.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

4.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

4.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

4.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the

applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

4.5 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

4.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

5. Third Party Products.

5.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

5.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

5.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

6. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
 420 Montgomery
 San Francisco, CA 94104
 ABA: 121000248
 Account: 4124302472
 Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, , and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D

Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary of your License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for

accuracy of data transferred.

5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



Exhibit E
Statement of Work

TO BE INSERTED

Statement of Work

Software and Implementation Services

Prepared for:

City of Fort Lupton

Leann Perino

130 S McKinley, Fort Lupton, CO 80621

Prepared by:

Alan Paul

5519 53rd Street, Lubbock, TX 79414

Tyler Technologies, Inc.

www.tylertech.com

DATE

3/7/2016

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Statement of Work

City of Fort Lupton

Statement of Work

Monday, March 7, 2016

Project Scope & Summary

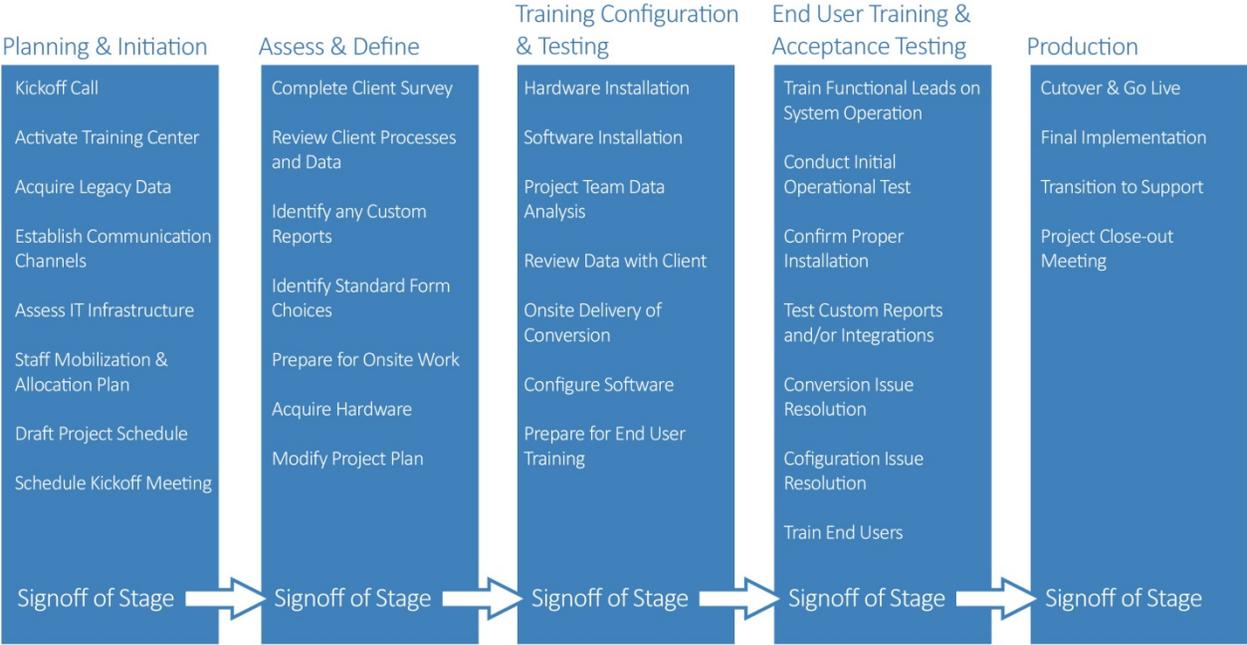
The software and services purchased are outlined in the Investment Summary Section of the Agreement.

Any standard interfaces purchased are listed in the Investment Summary section of the Agreement and detailed in the Standard Interfaces section of this document. It is important for the Client to read the portion of the attachment related to each interface purchased to understand its full functionality.

Data conversion services and other professional services hours included in the Investment summary are estimates. Additional analysis will be performed during the Assess & Define stage to provide definitive pricing.

Implementation Stages

Tyler provides a well defined multi-stage roadmap, which can be applied to a single phase project, or to projects with simple phases. For multi-phase projects, the stages are repeated as necessary.



Each stage, as established above, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-Acknowledgement Form (see (Sample) Work Acknowledgement Form attached herein) is completed and signed by the Client signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

Data Conversion

The goal of the data conversion process is to transfer information from one or more legacy systems into the Tyler system in an accurate and verifiable manner. Verification of the data conversion consists of comparing the on screen data elements and management reports of each system. As such, very little is done in the conversion process to “fix” the data. Inconsistencies or corruption in the original data will carry over to the new system – these issues should be identified and resolved by the Client before final data conversion on the legacy system(s) or shortly after “going live” on the Tyler system.

The Conversion Detail section of this document provides detailed information on Data Conversion if conversion is included in your Investment Summary.

Invoicing and Client Signoffs

Tyler invoicing and payment terms are detailed in the Payment Terms section of the Agreement. In addition to responsibility for the payment of all invoicing outlined in the Agreement, Client is responsible for signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed.

Key Project Assumptions

- Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler Services for work completed on Client premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the Client is responsible for installing newer releases. Release notes are provided for all new versions.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, the Client agrees to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). The Client agrees to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services.
- Client will allow users to access the following websites to ensure adequate access to Support resources:
 - help.tyleru.com
 - tyleru.com
 - tylertech.com
 - tylercommunity.tylertech.com
- Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.

- Client is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications.
- Client has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.
- Client has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming Client has installed the proper hardware, software, and networking devices).
- Tyler will provide Client with status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from Client) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

Out of Scope

Tyler software is sold as COTS (commercial off the shelf) software. Any custom development such as; changes to source code, additional interface development, legacy or other imports are not within the scope of this agreement:

- **Custom Programming** - Tyler products will be implemented “off the shelf” without customization, except as purchased and then detailed in the Customizations section of this document. Any additional customizations identified or requested will be quoted as requested. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the Final Implementation phase (“post go live”). If there are no customizations in the Agreement, there will not be Customization section to this document.
- **Custom Modifications** - Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module. Software modifications are not within the scope of this agreement except as detailed in the Customizations section. If there are no customizations to the software, there will be no Customizations section to this document. Tyler will make every effort to design custom modifications so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.
- **Custom interfaces** – Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. If a different XML layout is required, then the requirement definition will need to go through discovery and be approved by Tyler Technologies, and additional charges beyond those quoted in the Investment Summary will be incurred. Similarly, you may be responsible for additional charges if the provider of the third party software with which Tyler will be interfacing requires changes or assistance. There are no custom interfaces included in the scope of the agreement *unless* detailed in the Interfaces section of this document.
- **Custom Reports** – Custom Reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in the Customizations section of this document.

- Resource hours that extend scope. (Additional hours must be approved through a Change Order.)
- Any undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
- Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional costs. Client may have access to built-in configuration tools, so, when available, is free to reconfigure or create new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

Risk / Mitigation Strategy

Unavailability/Incompatibility of Staff

Risk: Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances such as family matters or the employee's departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

Mitigation: In the event a Tyler project member is determined to be unavailable, a Tyler manager will consult with Client on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the Client if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

Client Staff unavailability

Risk: Delays in the project timeline will occur if appropriate Client staff is unavailable to meet with or respond to Tyler for timely decisions and or directions.

Mitigation: Client should ensure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Client responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

Scope Changes

Risk: Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

Mitigation: Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to ensure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

Activity Focus

Risk: Activity Focus is the risk that minor activities consume time that should otherwise be dedicated to major activities of the project, with the end result of time and/or costs overrunning budget. This risk is sometimes associated with efforts that lead to scope changes. Examples include meetings of little substance or that go longer than they need, or time consumed investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both Parties must guard themselves to avoid focus drift by ensuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy, Interface Documentation

Risk: During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Client should ensure that APIs, specific documentation, or file specifications for interfacing to other systems is available to Tyler and that legacy data imports are known in advance of need.

Achievable Goals

Risk: The expectations of this project are set too high or are not explicit or clear to Client Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

Mitigation: The parties must ensure, through the Contract and Task Orders, that the goals of the project are explicit, well defined and attainable, and that both parties have "signed off" on the requirements.

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the Client is hosting any of those products. If the Client will be hosting its own servers, the technology utilized should be robust to enough to meet the Client's needs for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and its needs grow.

Mitigation: Tyler will assist Client in determining optimal technology and plans to guard against premature obsolescence.

Critical Success Factors

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Client and Tyler, identifying and monitoring project risks, and promoting strong project communication.

Knowledge Transfer - While Tyler cannot guarantee specific expertise for Client staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Client. It is critical that Client personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Client will be responsible for administering the configuration and introduction of new processes in the Tyler system.

Dedicated Client Participation – Tyler fully understands that Client staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Client understands and acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate any insufficient participation of Client and Tyler resources, as well as the corresponding impact(s), through Project Status Reports.

Acknowledgement Process – Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

As resources are consumed, Tyler shall provide the Client with a Work Acknowledgement Form (see the (Sample) Work Acknowledgement Form attached to this SOW) to formalize receipt. The Work Acknowledgement Form is subsequently signed by the appropriate Client stakeholder(s), and faxed or emailed to Tyler. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler’s professional services division has established the following rule: A Signed Work Acknowledgement Form (see the sample attached herein) is required upon completion and Client-acknowledgement of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process.

Managing Project Scope - In an effort to implement the project on time and within budget, both Tyler and Client agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs.

Change orders or contract addendums for additional items outside the scope of the defined project requirements must be submitted in advance and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.

Future Amendments to Scope

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work and in the Agreement, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Agreement.

Project Management

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Project plan
- Project document management
- Issue log management and escalation
- Status reporting
- Change order management
- Resource management
- Executive project oversight via Executive Sponsor and Project Review Committee

By mutual agreement some project management tasks are shared between the Tyler Project team and the Client Project Manager/Stakeholders.

Staffing

Every reasonable effort is made to maintain a consistent project team from Tyler for the duration of the project. Should the Client have concerns related to assigned resources, those concerns should be submitted to the Tyler Project Manager or Tyler Management Staff for review and consideration. Tyler will make staffing decisions based on appropriate skill set and other soft skills of resources deemed compatible to the success of the project.

Project Schedule

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler shall work with Client to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Client to update, monitor, agree, and communicate any required changes to the project schedule.

Development Tools

No special development tools are required for the Tyler software. Tyler source code is not accessible (unless through the requirements of an Escrow Agreement).

The configuration tools are built into the software, and the Client has full access. The Tyler implementation staff will use these same configuration tools to set up the system with the Client. The Client will receive training on the use of these tools.

Third party report writers (i.e. Crystal Reports) – Some clients may choose to use a third party report writer like Crystal Reports to create/modify their own reports. The Client is responsible for the procurement of a license of this third party report writer. Tyler does not provide training or assistance on the creation of such reports and recommends this function be reserved for System Administrator or designated staff who have the skills and necessary access, and who understand the application databases.

Documentation

Tyler-Provided Documentation

Over the course of the 5stage implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel and/or MS Word) for configuration
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Client-Provided Documentation

A definitive list of Client-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, Client's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project. The Tyler Project Manager will provide the Client with detail of the documentation necessary for each product to be successfully implemented. The list below is a sample of the types of documentation that is likely to be requested.

Documentation originated by the Client includes:

- Application Programming Interface documents (API's) for any third-party software system to which the Tyler software will interface and exchange data.
- Legacy system data documentation and data in a format suitable for conversion into the Tyler System (please see section titled Data Conversion).
- Workflow documentation on the Client's current business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee Schedules
- Copies of existing forms and other documents presented to the public and expected to be derived from the Tyler Software.

SOW Attachments Listing

Statement of Work

Attachment A. Work Acknowledgement Form

This form provides the means for the Client to accept work provided or provide reason for denial of a work.

Attachment B. Change Order Form

Any change in the project must have a completed and approved Change Order.

Attachment C. System Requirements

This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.

Attachment D. Interfaces

This document provides a summary description of the purpose and function of the interface along with field specifications.

Attachment E. Conversion

Provides a description of the conversion process and legacy data specifications for each application suite.

Attachment A. Work Acknowledgement Form

City of Fort Lupton

Statement of Work

Monday, March 7, 2016

Attachment B. Change Order Form

City of Fort Lupton

Statement of Work

Monday, March 7, 2016

Change Order Form

Client: _____ Date: _____

Generated By: _____

Authorized By: _____

Change Overview:

--

Narrative Description of Change:

--

Impact of Change:

Schedule Impact:

Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.: _____

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager

Date Approved	Comments	Approved By	Signature

Attachment C. System Requirements

City of Fort Lupton

Statement of Work

Monday, March 7, 2016

Hardware and Network Requirements

System Requirements

Tyler's software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Site Assessment

Site assessments are an automated process. Each site is required to complete the automated process and submit results to their assigned project manager before any work can be completed on the project. While the automated process may be run prior to contract signature, the results submitted to Tyler must be dated after the Effective Date of the contract.

To complete your site assessment log in to <http://check.tylertech.com>

Enter your email address and the password "Tyler".

Select the product purchased to begin your system assessment. You will also be able to download PDF copies of hardware requirements from within the process. We strongly recommend that you download and keep a copy of the full hardware requirements as this document also covers recommended data backup procedures.

The link above is a generic login and password. During implementation, your project manager will provide you with a unique site and password to test your site and log results.

Attachment D. Interfaces

City of Fort Lupton

Statement of Work

Monday, March 7, 2016

Utility Billing - AMI AMR Interface

Purpose

The AMI/AMR meter interface allows users to define the definitions for meter reading import and export files.

File Definition

The interface allows users to define how to interpret data records from an external file that can be exported from the system and or imported from another system. The data in these files is then used to update meter reading data. Users can define multiple definitions and save them in the system.

File layout options are:

- File Type Options
 - Binary Sequential
 - Delimiter
 - (None)
 - Comma
 - Tab
 - Line Sequential
 - Delimiter
 - (None)
 - Comma
 - Tab
 - XML File
 - No Delimiter
- Record Type Options
 - Header
 - Section Header
 - Detail
 - Section Trailer
 - Trailer

Data elements available are:

- Field Names – Record Type “Header”
 - Account Number
 - Beginning Account
 - Create Date
 - Create Time
 - Cycle
 - Ending Account
 - Filler
 - Job Label
 - Job Number
 - Job Wording
 - Line Return
 - Meter Count
 - Projected Read Date
 - Radio Count
 - Record Id
 - Record Type
 - Route
 - Route Count
 - Route Segment

- Field Names – Record Type “Section Header”
 - Account Number
 - Beginning Account
 - Create Date
 - Create Time
 - Cycle
 - Ending Account
 - Filler
 - Job Label
 - Job Number
 - Job Wording
 - Line Return
 - Meter Count
 - Projected Read Date
 - Radio Count
 - Record Id
 - Record Type
 - Route
 - Route Count
 - Route Segment

- Field Names – Record Type “Detail”

- 50ESS
- Account
- Account Number
- Account Service UDD
- Account Status
- Account UDD
- Add. Full
- Add. Number
- Add. Number/Street
- Add. Street
- Add. Unit
- Address Service UDD
- Alert Code
- Badger Serv. Number
- Billing Cycle
- Cannon Meter
- Current Read
- Customer Class
- Cycle
- Datamatic Read Type
- Demand Decimals
- Device Code
- Dialog N/W ID
- Dials
- Expected Consumption
- Filler
- High Audit
- High Consumption
- Instruction Code
- Itron Read Type
- Job Label
- Job Number
- Latitude
- Line Return
- Location Code
- Location Description
- Longitude
- Low Audit
- Low Consumption
- Meter Group Code
- Meter Make
- Meter Number
- Meter Read Type
- Meter Sequence
- Meter Serial
- Meter Size

- Meter Status
- Meter Type
- Meter UDD
- MTS Indicator
- Multiplier
- Name
- No Delimiter
- Number Estimated
- Occupant
- Prev. Demand Cons.
- Prev. Demand Read
- Prev. Read
- Prev. Read Date
- Prev. Read Minus X
- Prev. Read Plus X
- Property Acc. Number
- Read Group
- Read Sequence
- Reading Skip
- Record Counter
- Record ID
- Record Type
- Remote Read ID
- Remote Read Type
- Route
- Route Segment
- Service Address UDD
- Service Category
- Service Code
- Service Description
- Slot
- Tamper Code
- Touch Meter Number
- TWACS Account Slot
- Walk Sequence

○ Field Names – Record Type “Section Trailer”

- Account Number
- Beginning Account
- Create Date
- Create Time
- Cycle
- Ending Account
- Filler
- Job Label

- Job Number
- Job Wording
- Line Return
- Meter Count
- Projected Read Date
- Radio Count
- Record Id
- Record Type
- Route
- Route Count
- Route Segment

○ Field Names – Record Type “Section Trailer”

- Account Number
- Beginning Account
- Create Date
- Create Time
- Cycle
- Ending Account
- Filler
- Job Label
- Job Number
- Job Wording
- Line Return
- Meter Count
- Projected Read Date
- Radio Count
- Record Id
- Record Type
- Route
- Route Count
- Route Segment.

Bank Reconciliation Clear from File Feature

Purpose

The Clear from File feature allows bank transactions to be cleared in a V.X BR Bank Reconciliation Process packet from a file supplied by a third party. The third party supplying the file is typically the bank where the cash account resides.

File Layout Examples

The Bank File Layout describes how to interpret data records from an external file and translate them to records in the Incode V.X software.

Data elements required in the import file include:

- Record Type

Available Types include:

- Check
- Deposit
- Direct Deposit

- Record Identifier(s)
- Transaction Number
- Transaction Amount
- Clear Date

The import file layout definition accepts the following file formats:

- Fixed Width
- Comma Separated Value (CSV)

Fixed Width File Example:

- a. File Definition defined in V.X

The screenshot shows the 'Bank File Maintenance' application window. The title bar includes 'Close Form', 'Add Item', 'Delete Item', navigation arrows, and 'Print Screen'. The main content area is titled 'Pooled Checking File Layout: Fixed Width Example' and is divided into three sections:

- File Information:**
 - Description: Fixed Width Example
 - File Path: C:\
 - Records to skip: 1
 - Fixed Width:
 - Checks Only:
 - Positive Amounts Only:
- Record Type:**

	Field Number	Entire Field	Start Position	Length		Order
Check	(none)	<input type="checkbox"/>	1	1	= C	1
Deposit	(none)	<input type="checkbox"/>	(none)	(none)	=	(none)
Direct Deposit	(none)	<input type="checkbox"/>	(none)	(none)	=	(none)
- Range of Recurrence:**

	Field Number	Entire Field	Start Position	Length	
Number	(none)	<input type="checkbox"/>	8	4	
Amount	(none)	<input type="checkbox"/>	13	9	ImPLY Decimal <input checked="" type="checkbox"/>
Clear Date	(none)	<input type="checkbox"/>	25	10	Date Format: MM/DD/YYYY

- b. Sample Fixed Width File

Type	Number	Amount	Clear Date
C	7052	120000	12/15/2012
C	7053	52475	12/17/2012
C	7054	316656	12/15/2012
C	7055	65000	12/21/2012
C	7056	86500	12/21/2012
C	7057	548000	12/21/2012
C	7058	9500	12/29/2012
C	7059	200000	12/29/2012

Comma Separated Value (CSV) File Example:

c. File Definition defined in V.X

The screenshot shows the 'Bank File Maintenance' application window. The title bar includes 'Close Form', 'Add Item', 'Delete Item', navigation arrows, and 'Print Screen'. The main window title is 'Pooled Checking File Layout: CSV Example'. The interface is divided into three main sections:

- File Information:**
 - Description: CSV Example
 - File Path: C:\ Find File
 - Records to skip: 1
 - Fixed Width:
 - Checks Only:
 - Positive Amounts Only:
- Record Type:**

	Field Number	Entire Field	Start Position	Length		Order
Check	1	<input checked="" type="checkbox"/>	(none)	(none)	= Check	1
Deposit	(none)	<input type="checkbox"/>	(none)	(none)	=	(none)
Direct Deposit	(none)	<input type="checkbox"/>	(none)	(none)	=	(none)
- Range of Recurrence:**

	Field Number	Entire Field	Start Position	Length	
Number	2	<input checked="" type="checkbox"/>	(none)	(none)	
Amount	3	<input checked="" type="checkbox"/>	(none)	(none)	Imply Decimal <input type="checkbox"/>
Clear Date	4	<input checked="" type="checkbox"/>	(none)	(none)	Date Format: MM/DD/YYYY

d. Sample CSV File

```
Type , Number , Amount , Clear Date
Check , 7052 , 1200.00- , 12/15/2012
Check , 7053 , 524.75- , 12/17/2012
Check , 7054 , 3166.56- , 12/15/2012
Check , 7055 , 650.00- , 12/21/2012
Check , 7056 , 865.00- , 12/21/2012
Check , 7057 , 5480.00- , 12/21/2012
Check , 7058 , 95.00- , 12/29/2012
Check , 7059 , 2000.00- , 12/29/2012
```

BR Reconciliation Process

Clear from File Step>Automated Bank Clearing Wizard

Automated Bank Clearing Wizard

General Information

Bank Information

Please Select the Bank Account and Bank File Layout that these items will be cleared against.

Bank Account: 12345678

File Layout: Fixed Width Example

File Location

Please select the location of the file received from the bank for processing

C:\ [File](#)

< Back Next > Cancel Help

Automated Bank Clearing Wizard

Bank File Validation

Please click the validate button to verify the file.

Validate

Validation Errors

Number	Amount	Clear Date	Memo
--------	--------	------------	------

< Back Next > Cancel Help

Automated Bank Clearing Wizard

Bank File Update

Number	Date	Clear Date	Type	Description	Amount
7052	12/12/2012	12/15/2012	Check	Walmart	-1,200.00
7053	12/12/2012	12/17/2012	Check	ACME Building Supply	-524.75
7054	12/12/2012	12/15/2012	Check	Blue Cross Blue Shield of Texas	-3,166.56
7055	12/12/2012	12/21/2012	Check	David Radcliff	-650.00
7056	12/12/2012	12/21/2012	Check	Home Depot	-865.00
7057	12/12/2012	12/21/2012	Check	Lowe's Companies Inc	-5,480.00
7058	12/12/2012	12/29/2012	Check	McLenan County Child Support Colle	-95.00
7059	12/12/2012	12/29/2012	Check	Richardson Water Well Drilling	-2,000.00

Items to be Cleared

The items listed below will be marked as 'Cleared' using the bank's clear date.

Override Bank's Clear Date

Clear Date

< Back Finished Cancel Help

- screen captures as of 12/31/13 are subject to change.

Incode 10 Accounts Payable Import Feature

Purpose

The Payable Import feature allows payables to be created in a V.X AP Payable Process packet from a file supplied by a third party.

File Definition Examples

The AP Payable Import File Definition describes how to interpret data records from an external file and translate them to records in the Incode V.X software.

Data elements required in the import file include:

- GL Account, including the Fund (up to 100 characters)
- Item Amount (numeric 9(10).99 format)

Additional optional data elements available to import include:

- Bank Code (up to 20 characters)
- Commodity Code (up to 20 characters)
- Due Date
- Item Description (up to 50 characters)
- Manual Payment information
- Pay to Vendor Name (up to 100 characters)
- Pay to Vendor Number (up to 20 characters)
- Payable Date
- Payable Description (up to 50 characters)
- Payable Number (up to 50 characters)
- Payable Type (I=Invoice, D=Debit Memo, C=Credit Memo)
- PO Reference (up to 40 characters)
- Post Date
- Price (numeric 9(10).999999 format)
- Project Account (up to 20 characters)
- Purchase From Vendor Number (up to 50 characters)
- Shipping Amount (numeric 9(10).99 format)
- Special Instructions (up to 1000 characters)
- Stub Comment (up to 30 characters)
- Tax Amount (numeric 9(10).99 format)
- Units (numeric 9(10).999999 format)
- Vendor Part Number (up to 50 characters)
- Vendor Address Information

[Required if building new vendors from import file]

- Address 1 (up to 50 characters)

- City (up to 50 characters)
- State/Province Abbreviation (2 characters)
- Zip/Postal Code
- Country/Region (up to 50 characters)

The import file layout definition accepts the following file formats:

- Fixed Width
- Delimited
 - Colon
 - Comma
 - Dash
 - Period
 - Pipe

Fixed Width File Example:

e. File Definition defined in V.X

The screenshot shows the 'Payable Import Definition Maintenance' application window. The title bar reads 'Fixed Width - Fixed Width Example'. The window contains a sidebar on the left with navigation options: General, File Layout, Vendor Map, Account Map, Project Map, and Commodity Map. The main area is divided into three sections: Details, File Specifications, and Import Settings.

Details:

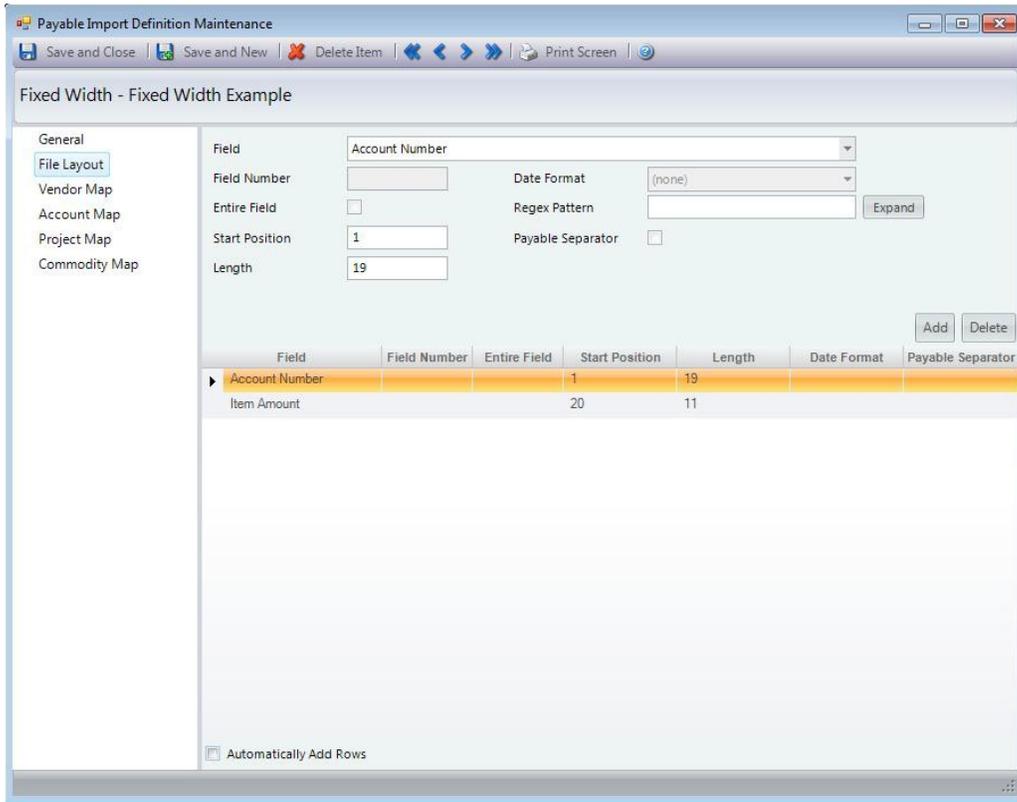
- Code: Fixed Width
- Description: Fixed Width Example

File Specifications:

- File Layout: Fixed Width
- Delimited By: Comma
- # Records to Skip: 1

Import Settings:

- Default File Location: (empty)
- Payable Description: Fixed Width Payable Description
- Item Description: Fixed Width Payable Item Description
- Specific Vendor: 1029 (ACME Business Products)
- Specific Commodity: Amount - Amount
- Specific Bank Code: 100 - Fund 100 Cash
- Treat as Single Payable: Manual Account Map
- Build Vendors: Manual Project Map
- Misc. Vendors: Manual Commodity Map
- Manual Vendor Map:



f. Sample Fixed Width File

```

GL ACCT                AMOUNT

100-411.000-4335.00    110.00
100-411.000-4336.00    120.00
100-411.000-4337.00    130.00
100-411.000-4338.00    140.00
100-411.000-4339.00    150.00

```

Delimited File Example:

- g. File Definition defined in V.X

Payable Import Definition Maintenance

Delimited - Delimited Example

General

File Layout
Vendor Map
Account Map
Project Map
Commodity Map

Details

Code: Delimited
Description: Delimited Example

File Specifications

File Layout: Delimited
Delimited By: Comma
Records to Skip: 1

Import Settings

Default File Location:

Payable Description: Delimited Payable Description

Item Description: Delimited Payable Item Description

Specific Vendor: 1029 ACME Business Products

Specific Commodity: Amount - Amount

Specific Bank Code: 100 - Fund 100 Cash

Treat as Single Payable: Manual Account Map

Build Vendors: Manual Project Map

Misc. Vendors: Manual Commodity Map

Manual Vendor Map:

Payable Import Definition Maintenance

Delimited - Delimited Example

General

File Layout
Vendor Map
Account Map
Project Map
Commodity Map

Field: Account Number

Field Number: 1
Date Format: (none)
Entire Field:
Regex Pattern: Expand
Start Position:
Payable Separator:
Length:

Add Delete

Field	Field Number	Entire Field	Start Position	Length	Date Format	Payable Separator
Account Number	1	✓				
Item Amount	2	✓				

Automatically Add Rows

h. Sample CSV File

GL ACCT,AMOUNT

100-411.000-4334.00,100.00

100-411.000-4335.00,110.00

100-411.000-4336.00,120.00

100-411.000-4337.00,130.00

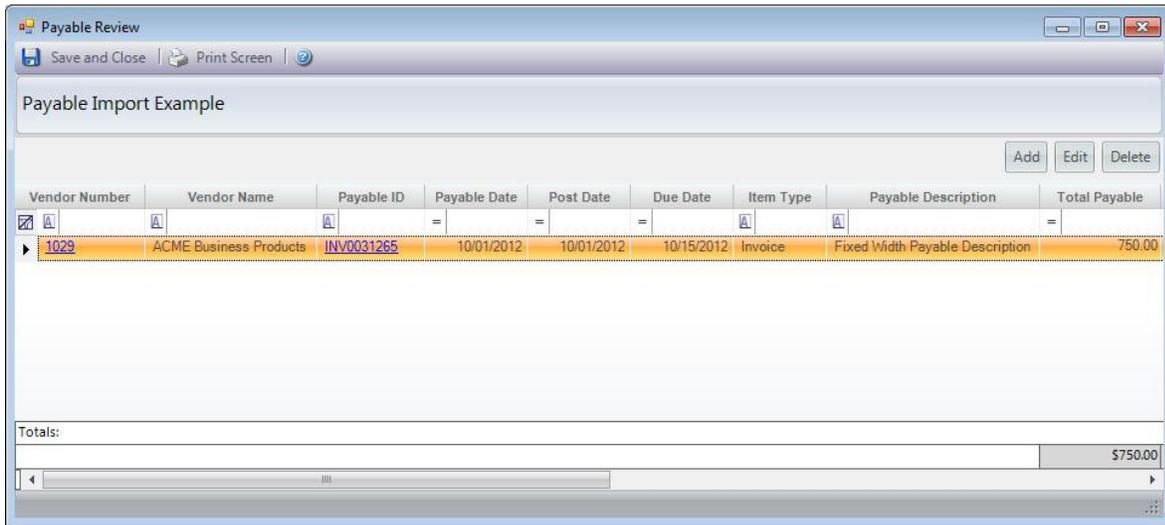
100-411.000-4338.00,140.00

100-411.000-4339.00,150.00

AP Payable Process

Import Payables Step>Payable Import Wizard

Payable Review Step



The screenshot shows a software window titled "Payable Review" with a menu bar containing "Save and Close" and "Print Screen". Below the menu bar is a header area with the text "Payable Import Example" and three buttons: "Add", "Edit", and "Delete".

Vendor Number	Vendor Name	Payable ID	Payable Date	Post Date	Due Date	Item Type	Payable Description	Total Payable
1029	ACME Business Products	INV0031265	10/01/2012	10/01/2012	10/15/2012	Invoice	Fixed Width Payable Description	750.00
Totals:								\$750.00

*Screen captures as of 12/31/13 are subject to change.

Personnel Management Deduction Extract

Purpose

The primary purpose of the Deduction Extract process is to provide an integration point from V.X to third party time pension providers/brokers. This allows clients to upload deduction information to these providers on a timely basis.

General Information

- Clients will define the file structure (delimited or .csv) as well as the deductions that will be reported.
- Multiple file formats can be defined. By default only those employees that are assigned to the deduction codes being reported will be included on the file. However, all employees can be included in the file by selecting the *Include employees without selected deduction codes* within the definition setup screen.

Deduction Definition Setup

Personnel Management > Administration > File Definitions > Deduction Extract Definition

This screen allows the user to define how the imported file is structured. The file can be a fixed width text file or a delimited file.

General Tab

Code and Description Used to identify this definition in the deduction extract process.

HR Contact Used to identify the client's contact, if necessary, within the file.

Default Path/Name This represents the path and name location of the file to be created. This is a default and can be overridden in the extract process.

Include employees without selected deduction codes
If selected, all employees will appear in the file. Many pension providers require that all employees are reported in the file regardless if they participate in the pension program. Many times this information is needed for discrimination testing.

Inactive This is used to inactivate a deduction extract definition.

Map Employee Status If the employee status is needed in the file, then typically the V.X value will need to be mapped to the pension provider value. This selection will open up

the Mapping view and will require that at least one employee status mapping is defined within the Mapping view.

Map Marital Status

If the employee’s marital status is needed in the file, then typically the V.X value will need to be mapped to the pension provider value. This selection will open up the Mapping view and will require that at least one employee marital status mapping is defined within the Mapping view.

File Type

Fixed Width or Delimited. If delimited is selected, the Field Delimiter drop down is enabled.

Field Delimiter

Used if a delimited file type is selected. The following delimiters are available.

- Pipe |
- Comma ,
- Tab

Text Qualifier

Used if a delimited file type is selected and the information included in the file includes the delimited value. Single Quote, Double Quote, or None are available choices.

Amount Sign

This determines how negative amounts are to be formatted.

Decimal Point

This determines if the decimal point (period) is included in the file (Yes) or implied (No).

Date Format

This determines how the date is formatted within the file. Options are:

- CCYYMMDD
- MM/DD/CCYY
- MM/DD/YY
- MMDDCCYY
- MMDDYY
- YYMMDD

Hours - Hourly

If the number of hours worked is needed in this file, this will determine how these

Hours - Other

hours are calculated for both hourly employees or non-hourly employees (Other).

Options include:

- Employee Primary Position Hours in Pay Period (# of Pay Periods must be entered)
- Flat Number of Hours (Hours must be entered)
 - Hours from Pay History

Header View

The header record (only 1 per file) will be the first record in the file.

Field

Information available to be included on the Header record includes:

- Organization Name, EIN, and/or Contact
- Organization Address, City, State, ZIP code
- Organization Phone Number
- Dates: Report Start & End Date and System Date
- Total # of Detail Records
- Constant Value
- Totals include Subject To, Employee Contributions, Employer Contributions, combine Employee & Employer Contributions, Hours Worked for the following deduction categories 401(k), 403(b), 408(k)(6), 457(b), 501(c)(18)(D) as well as 3 user defined categories and State Retirement mandatory and voluntary plans.

Field Number

This field is only available when the File Layout is set to Delimited. This indicates in what order this field is located within the file.

Start Position

This field is only available when the File Layout is set to Fixed Width. This indicates the position within the record where this field starts.

Length/Max Length

If the File Layout is set to Fixed Width, this indicates how many characters the length of the field is from the Start Position. If the File Layout is set to delimited, then this represents the maximum length that is allowed in the file.

Alignment/Filler

If the File Layout is set to Fixed Width, this determines how this field should be aligned within the file (left or right) and if the field doesn't take up the max length, then what the filler should be (spaces or zeros).

Decimal Places

If the field is an amount type, this determines how many places to the right of the decimal should be used.

Constant Values

If the Constant field has been selected, then the value to be used within the file is entered here.

Detail View

401K Extract - 401K Deduction Extract

General
Header
Details
Footer
Deductions
Mapping

Field: Employee First Name

Field Name: []

Field Number: 1

Start Position: [] Alignment: None

Max Length: 50 Align Filler: None

Decimal Places: []

Constant Value: []

Phone Code: []

Retrieve Values from Previous Posted Packet:

[Add] [Delete]

Field	Field Number	Start Position	Length	Alignment	Align Filler	Decimal Places
Employee First Name	1		50	None	None	
Employee Last Name	2		50	None	None	
Marital Status	3		20	None	None	
Employee Status	4		50	None	None	
Employee Hire Date	5		8	None	None	
401(k) Employee Description	6		50	None	None	
401(k) EE Contribution	7		50	None	None	2
401(k) EE Contribution Rate	8		50	None	None	2
Hours Worked	9		50	None	None	2
Input	10		50	None	None	

Field

Information available to be included on the Detail record include the following: Employee Demographic Information

- Name (different formats to choose from)
- Employee Number, Social Security Number
- Address, City, State, ZIP code, Phone
- Department, Email Address, Employee Status, Marital Status, Gender
- Birth Date, Hire Date, Termination Date
- Pay Cycle, Hours Worked
- Spouse Information: Name, Social Security Number, Birth Date
- Contribution Information
- Contribution Categories
 - 401(k), 403(b), 408(k)(6), 457(b), 501(c)(18)(D), Other 1, Other 2,

Other 3, State Retirement Mandatory, State Retirement Voluntary, All Categories

- Information for each Category listed above

- Subject To, Employee, Employer, Combine Contributions
 - Employee Contribution Rate
 - Employee Description
 - Vendor ID

Employer Information

- Name & Contact
- Address, City, State, ZIP code, Phone
- EIN Miscellaneous Information
- Report Start & End Date, System Date
- Input Field
- Constant Value

See the Header View section for explanation of other fields on this view.

Footer View

The footer record (only 1 per file) will be the last record in the file.

Field

Information available to be included on the Header record includes:

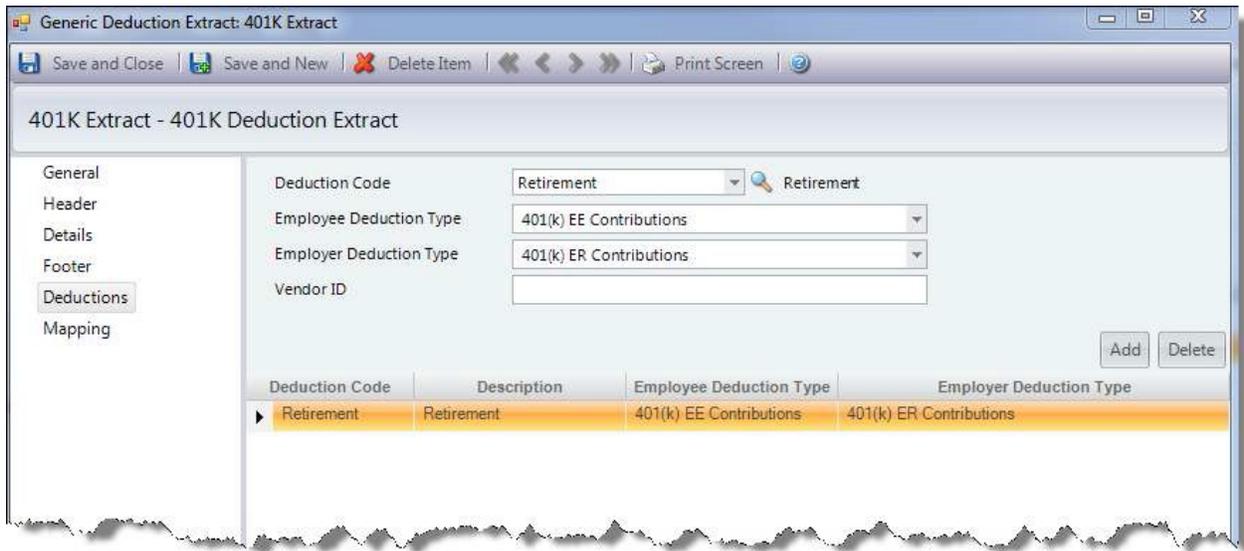
- Organization Name, EIN, and/or Contact
- Organization Address, City, State, ZIP code
- Organization Phone Number
- Dates: Report Start & End Date and System Date
- Total # of Detail Records
- Constant Value
- Totals include Subject To, Employee Contributions, Employer Contributions, combine Employee & Employer Contributions,

Hours Worked for the following deduction categories 401(k), 403(b), 408(k)(6), 457(b), 501(c)(18)(D) as well as 3 user defined categories and State Retirement mandatory and voluntary plans.

See the Header View section for explanation of other fields on this view.

Deductions View

Select the Deduction Codes that will be exported during the creation of the file.



Deduction Code Select the Deduction Code from V.X to be included in the file.

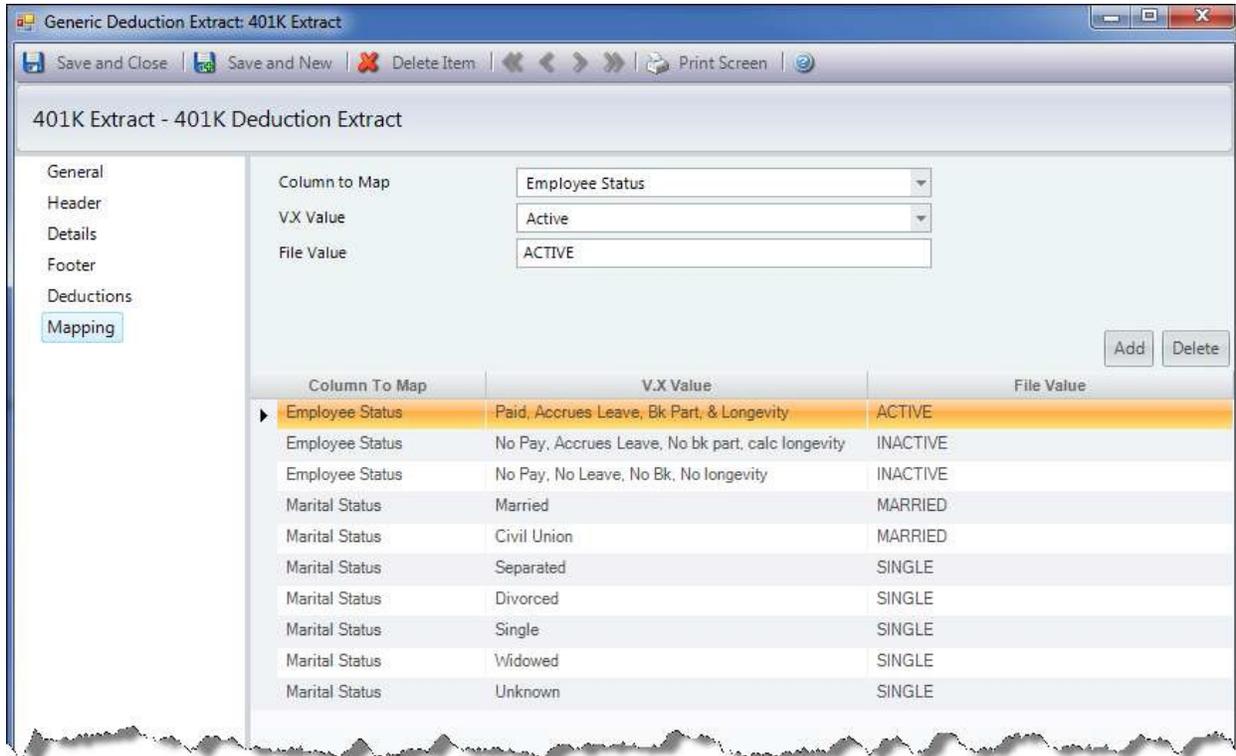
Employee Deduction Type Select what category the employee amounts from the deduction will reported in. Options are 401(k), 403(b), 408(k)(6), 457(b), 501(c)(18)(D) as well as 3 user defined categories and State Retirement mandatory and voluntary plans.

Employer Deduction Type Select what category the employer amounts from the deduction will reported in. Options are 401(k), 403(b), 408(k)(6), 457(b), 501(c)(18)(D) as well as 3 user defined categories and State Retirement mandatory and voluntary plans.

Vendor ID If a vendor ID is required for this deduction, the user can enter a description of the Vendor that will appear in the file. Note that this does not interface with V.X Accounts Payable.

Mapping View

If the Employee Status and/or Marital Status is required in the file, then mapping of the V.X values to the required values from the pension provider will need to be entered in this view.



401K Extract - 401K Deduction Extract

General
Header
Details
Footer
Deductions
Mapping

Column to Map: Employee Status
V.X Value: Active
File Value: ACTIVE

Add Delete

Column To Map	V.X Value	File Value
▶ Employee Status	Paid, Accrues Leave, Bk Part, & Longevity	ACTIVE
Employee Status	No Pay, Accrues Leave, No bk part, calc longevity	INACTIVE
Employee Status	No Pay, No Leave, No Bk, No longevity	INACTIVE
Marital Status	Married	MARRIED
Marital Status	Civil Union	MARRIED
Marital Status	Separated	SINGLE
Marital Status	Divorced	SINGLE
Marital Status	Single	SINGLE
Marital Status	Widowed	SINGLE
Marital Status	Unknown	SINGLE

Deduction Extract Processing

The Deduction Extract process has 6 steps: Setup, Build, Review, Register, Create File, and Update.

Setup Step

Set Up Generic Deduction Extract Processing

Save and Close | Print Screen | Actions

PYPKT00295 - 401K Bi-weekly Extract - Definition (401K Deduction Extract) End Date (1/15/2013)

Extract Definition: 401K Extract

Start Date: 1/1/2013

End Date: 1/15/2013

File Information

Location: C:\Users\joni.decato\Desktop

File Name: Pension.csv

Hours Worked Calculation Options

Hourly Employees: Hours from Pay History

Other Employees: Flat Number of Hours

Hours: 80.00

Extract Definition The extract definition that will be used to create the file.

Start/End Date The date range that will be used to retrieve and calculate contribution information.

Location/File Name The path and name location of the file to be created.

Hours Worked (Hourly / Other)

If the number of hours worked is needed in this file, this will determine how these hours are calculated for both hourly employees or non-hourly employees (Other). Options include:

- Employee Primary Position Hours in Pay Period (# of Pay Periods must be entered)
- Flat Number of Hours (Hours must be entered)
- Hours from Pay History

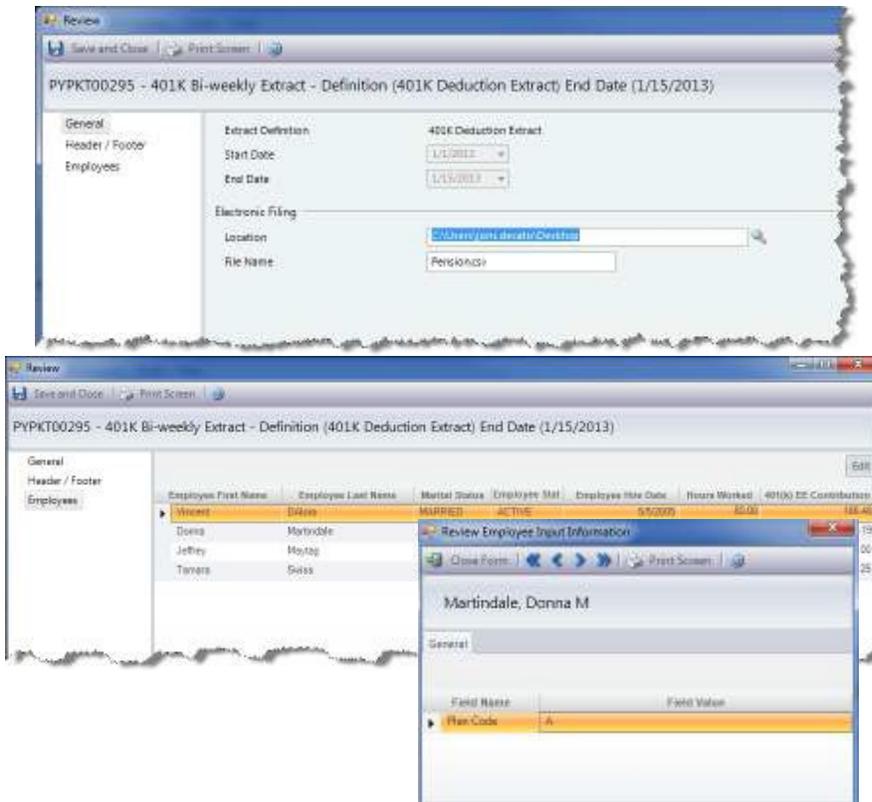
Build Step

The Build step extracts the applicable deduction information from pay history and makes this information available for the user to review in the next step.



Review Step

The Review step allows the user to review the data that will be included in the electronic file.



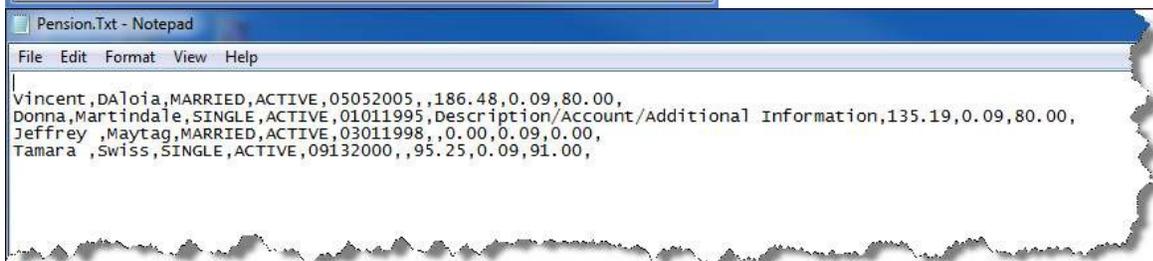
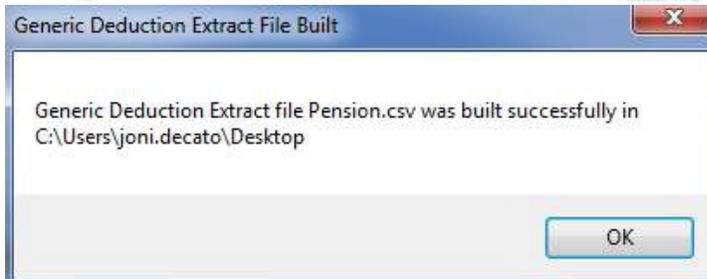
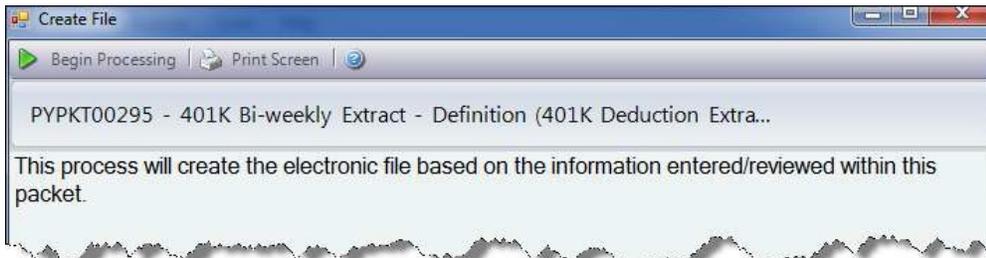
Register Step

This step prints out a register of those items to be included in the electronic file.

Tyler Technologies		Deduction Extract Register						
		Packet: PYPKT00295 - 401K Bi-weekly Extract						
		Date Range: 01/01/2013-01/15/2013						
		Payroll Set: 01						
Employee	Number	Department	Type	Hours Worked	Employee	Employer	Combined	Gross
D'Aloia, Vincent	1004	100-1510	401(k)	80.00	186.48	302.40	488.88	2,015.99
Martindale, Donna M	1001	100-3210	401(k)	80.00	135.19	219.23	354.42	1,461.54
Swiss, Tamara S	1002	100-1510	401(k)	91.00	95.25	154.46	249.71	1,029.74
Grand Total:				1,004.00	416.92	676.09	1,093.01	4,507.27

Create File Step

This step builds the electronic file.



General Ledger Journal Entry Import Feature

Purpose

The Journal Entry Import feature allows journal entries to be created in a V.X GL Journal Entry Process packet from a file supplied by a third party.

File Definition Examples

The GL Journal Entry Import File Definition describes how to interpret data records from an external file and translate them to records in the Incode V.X software.

Data elements required in the import file include:

- GL Account, including the Fund (up to 100 characters)
- Amount (numeric 9(10).99 format)
- Cash Transaction Number [only required when GL Account is a Cash account (up to 20 characters)]
- Cash Transaction Type [only required when GL Account is a Cash account, (1 character)]

Cash Transaction Types include:

- A = Bank Draft Reversal
- B = Bank Draft
- C = Check
- D = Deposit
- E = EFT
- H = Check Reversal
- I = Interest
- L = EFT Reversal
- M = Miscellaneous
- N = Interest Reversal
- P = Deposit Reversal
- R = Service Charge Reversal
- S = Service Charge

Note: The file must be a balanced file where total debit amounts equal total credit amounts.

Additional optional data elements available to import include:

- Post Date
- Journal Number (up to 20 characters)
- Journal Description (up to 50 characters)
- Line Item Description (up to 50 characters)
- GL Account Key (up to 50 characters)
- Project Account Key (up to 50 characters)

The import file layout definition accepts the following file formats:

- Fixed Width
- Delimited
 - Colon

- Comma
- Dash
- Period
- Pipe

Fixed Width File Example:

a. File Definition defined in V.X

The screenshot shows a software window titled "Import Definition Maintenance" with a toolbar containing "Save and Close", "Save and New", "Delete Item", navigation arrows, and "Print Screen". The main content area is titled "Fixed Width - Fixed Width Example" and is divided into a left sidebar and a main configuration area.

General

- File Layout
- Account Map
- Project Map

Details

- Code: Fixed Width
- Description: Fixed Width Example

File Specifications

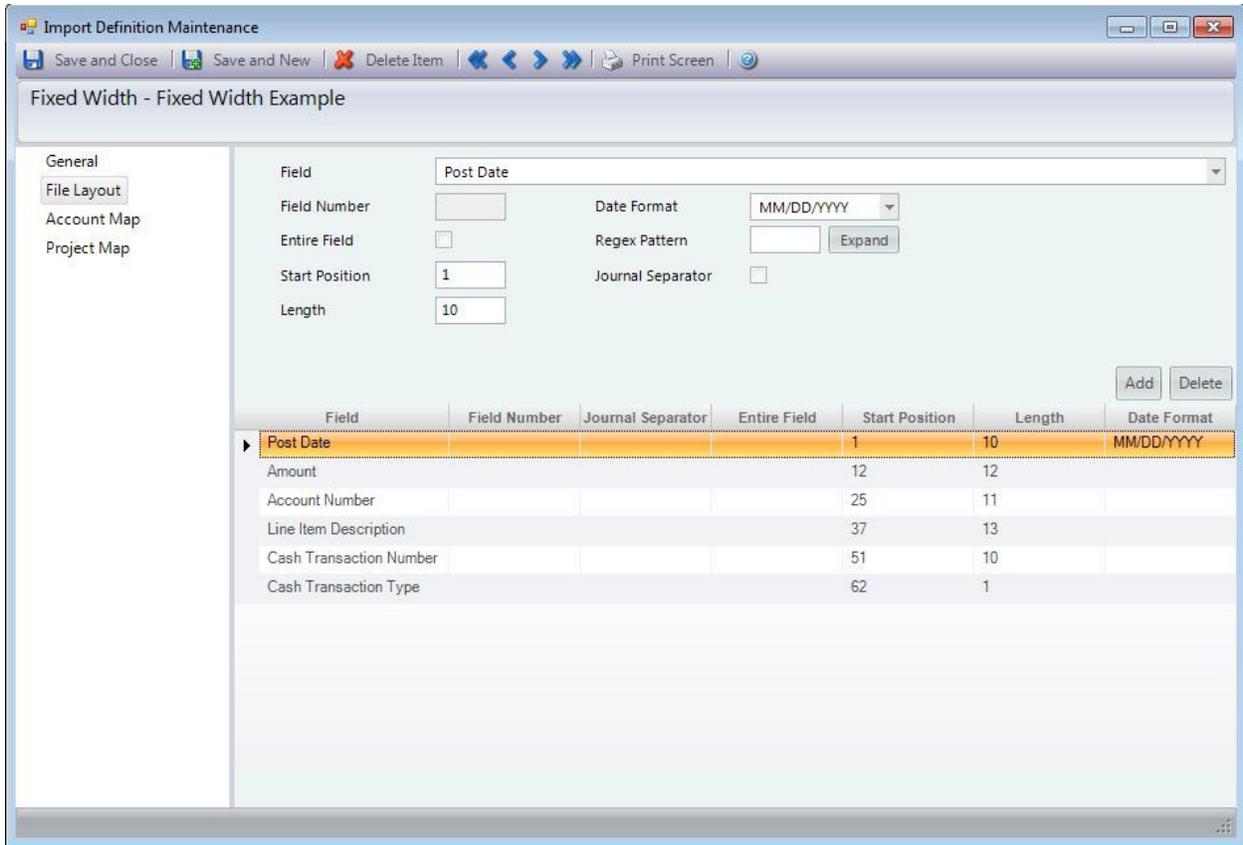
- File Layout: Fixed Width
- Delimited By: {None}
- # Records to Skip: 1

Import Options

- Default File Location: [Empty field]
- Journal Description: Fixed Width Journal Description
- Line Item Description: [Empty field]
- Controlling Fund: 100
- Single Journal Entry:
- Manual Account Map:
- Manual Project Map:

Summary Description

[Empty text area]



b. Sample Fixed Width File

Post Date	Amount	Account	Description	CashTran#	CashTranType
10/01/2012	1100.58-	100-3361.30	description 1		
10/01/2012	5000.00	100-1102.00	description 2	DEP0099244	D
10/01/2012	900.00-	500-3401.30	description 3		
10/01/2012	2587.00-	100-3310.40	description 4		
10/01/2012	100.00-	100-3380.17	description 5		
10/01/2012	312.42-	710-3334.00	description 6		

Delimited File Example:

- a. File Definition defined in V.X

The screenshot shows a software window titled "Import Definition Maintenance" with a toolbar containing "Save and Close", "Save and New", "Delete Item", navigation arrows, and "Print Screen". The main content area is titled "Delimited - Delimited Example" and is divided into a left sidebar and a main configuration area.

General (selected in sidebar):

- File Layout
- Account Map
- Project Map

Details:

- Code: Delimited
- Description: Delimited Example

File Specifications:

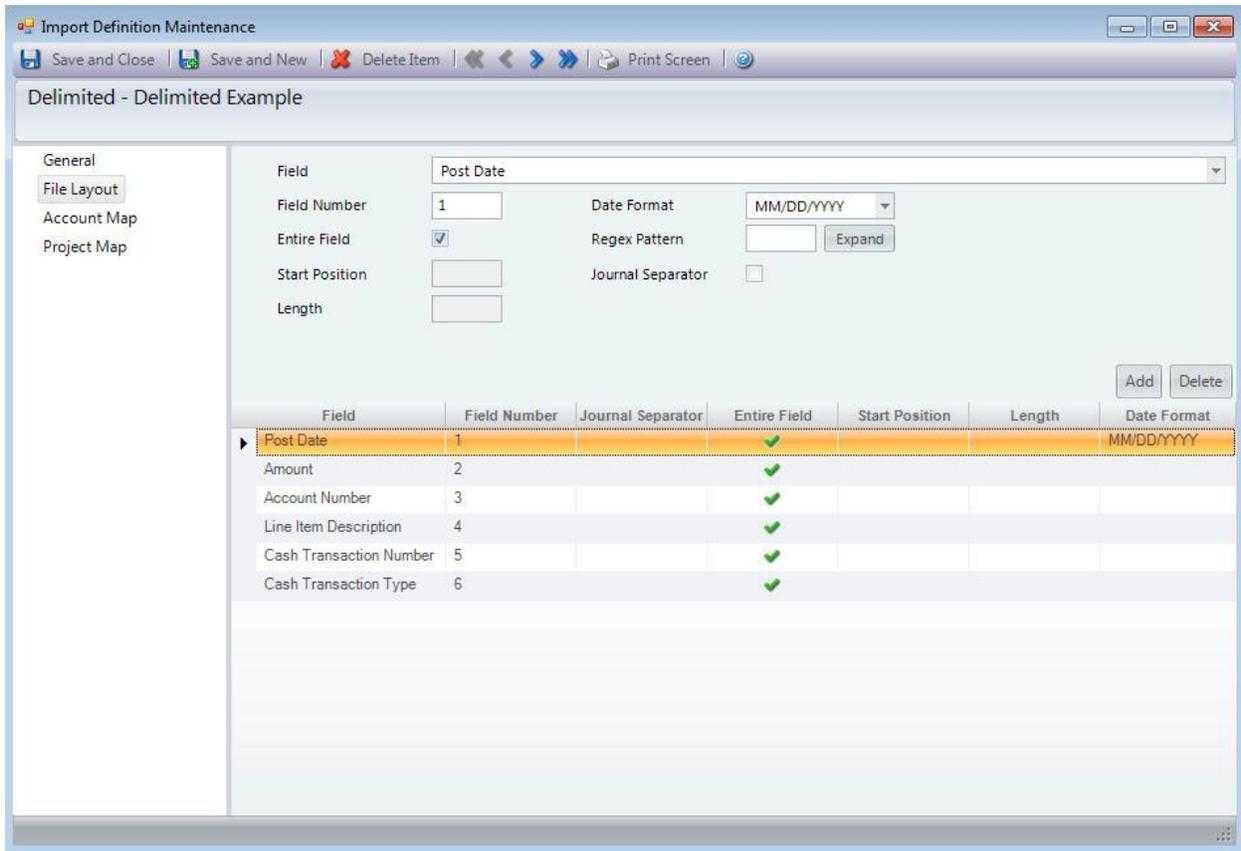
- File Layout: Delimited
- Delimited By: Comma
- # Records to Skip: 1

Import Options:

- Default File Location: [Empty field]
- Journal Description: Delimited Journal Description
- Line Item Description: [Empty field]
- Controlling Fund: 100
- Single Journal Entry:
- Manual Account Map:
- Manual Project Map:

Summary Description:

[Empty text area]



b. Sample CSV File

Post Date	Amount	Account	Description	CashTran#	CashTranType
10/01/2012	1100.58-	100-3361.30	description 1		
10/01/2012	5000.00	100-1102.00	description 2	DEP0099244	D
10/01/2012	900.00-	500-3401.30	description 3		
10/01/2012	2587.00-	100-3310.40	description 4		
10/01/2012	100.00-	100-3380.17	description 5		
10/01/2012	312.42-	710-3334.00	description 6		

GL Journal Entry Process

Import Journal Entries Step>Journal Entry Import Wizard

Journal Entry Import Wizard
Select Import Definition

Definition Selection

Import Definition: Fixed Width

File Location: C:\Fixed Width Import with Account Map.txt

Journal Entry Setup

Journal Number: JN03988 [Next]

Description: Fixed Width Journal Description

Controlling Fund: 100

Posting Date: 10/01/2012

Reversing Date:

Summary Description

< Back Next > Cancel Help

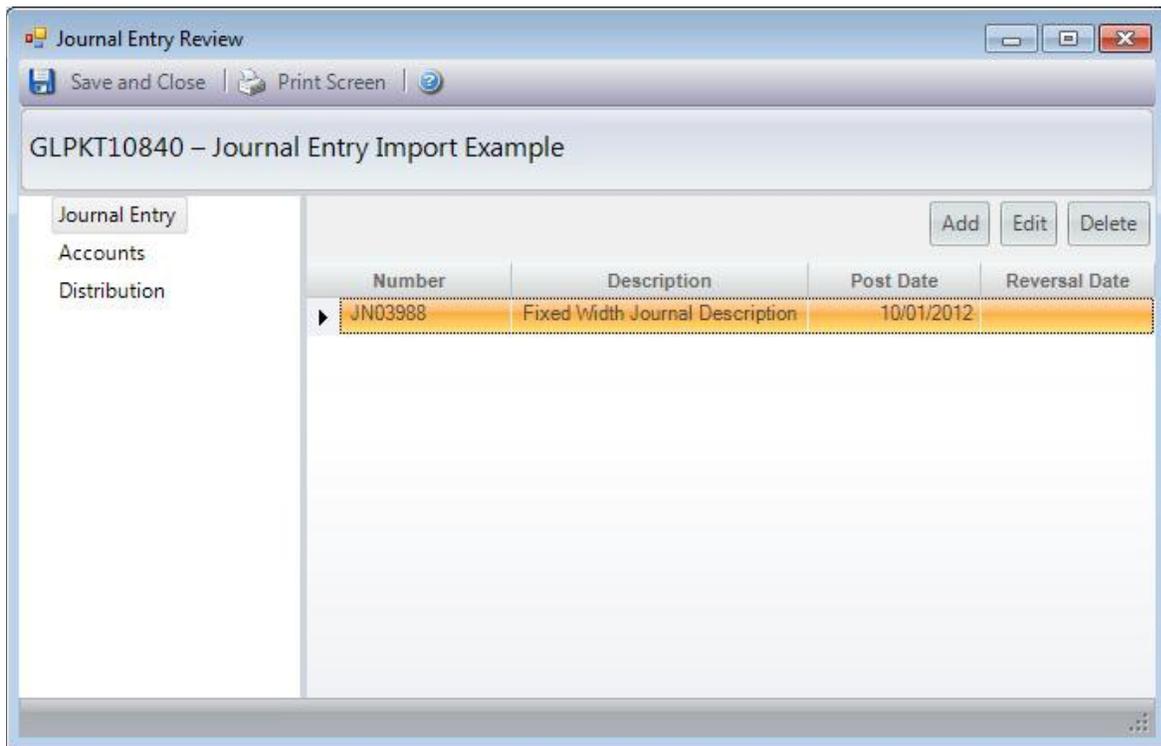
Journal Entry Import Wizard
Import Errors

Print

Line Number	Error
-------------	-------

< Back Finished Cancel Help

Journal Entry Review Step



**Screen captures as of 12/31/13 are subject to change.*

Personnel Management Leave Balance Extract

Purpose

The primary purpose of the Leave Balance Extract process is to provide an integration point from V.X to third party time clock software packages. This allows clients to provide leave balance checking in the third party time clock software package.

General Information

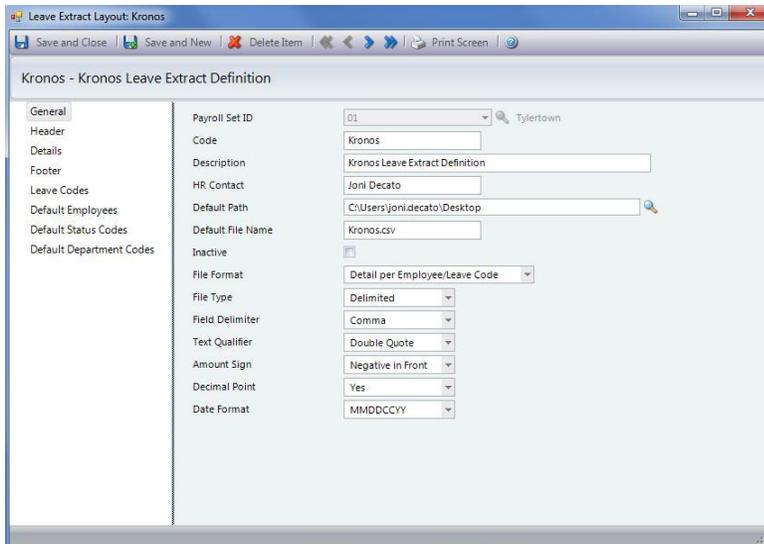
- Clients will define the file structure (delimited or .csv) as well as the records that need to be created (header, detail, and/or footer).
- There are two formats for detail records. The first format creates one record per employee that will contain all leave code for each row within the file. The second format one record per employee / leave code combination. In this second format, one employee may have several rows in the file (one for each leave code that is going to be exported)
- Multiple file formats can be defined. If a file format is to be used for a specific group of employees, status codes, and/or department codes, these can be setup within the definition. If these are not set up, then all employees that are assigned the defined leave codes will be included in the file.

Leave Balance Definition Setup

Personnel Management > Administration > File Definitions > Leave Extract Definition

This screen allows the user to define how the imported file is structured. The file can be a fixed width text file or a delimited file.

General Tab



- Code and Description** Used to identify this definition in the leave extract process.
- HR Contact** Used to identify the client's contact, if necessary, within the file.
- Default Path/Name** This represents the path and name location of the file to be created. This is a default and can be overridden in the extract process.
- File Format** Detail per Employee or Detail per Employee/Leave Code. This will determine how many rows appear in the file per employee.
- File Type** Fixed Width or Delimited. If delimited is selected, the Field Delimiter drop down is enabled.
- Field Delimiter** Used if a delimited file type is selected. The following delimiters are available.
- Pipe |
 - Comma ,
 - Tab
- Text Qualifier** Used if a delimited file type is selected and the information included in the file includes the delimited value. Single Quote, Double Quote, or None are available choices.
- Amount Sign** This determines how negative amounts are to be formatted.
- Decimal Point** This determines if the decimal point (period) is included in the file (Yes) or implied (No).
- Date Format** This determines how the date is formatted within the file. Options are:
- CCYYMMDD
 - MM/DD/CCYY
 - MM/DD/YY
 - MMDDCCYY

- MMDDYY
- YYMMDD

Header View

The header record (only 1 per file) will be the first record in the file.

The screenshot shows a software window titled "Leave Extract Layout: Kronos". The main area is "Kronos - Kronos Leave Extract Definition". On the left is a navigation pane with options: General, Header (selected), Details, Footer, Leave Codes, Default Employees, Default Status Codes, and Default Department Codes. The main area contains a form for defining a field. The "Field" dropdown is empty. "Field Number" is 0. "Start Position" is empty. "Max Length" is 0. "Decimal Places" is empty. "Constant Value" is empty. "Alignment" is set to "None" and "Align Filler" is also set to "None". There are "Add" and "Delete" buttons. Below the form is a table with columns: Field, Field Number, Start Position, Length, Alignment, Align Filler, and Decimal. The table contains one row with values: (empty), 0, empty, 0, None, None, empty.

Field

Information available to be included on the Header record includes:

- Organization Name, EIN, and/or Contact
- Organization Addresss, City, State, ZIP code
- Organization Phone Number
- Dates: As of Date and System Date
- Total # of Detail Records
- Constant Value

Field Number

This field is only available when the File Layout is set to Delimited. This indicates in what order this field is located within the file.

Start Position

This field is only available when the File Layout is set to Fixed Width. This indicates the position within the record where this field starts.

Length/Max Length

If the File Layout is set to Fixed Width, this indicates how many characters the length of the field is from the Start Position. If the File Layout is set to delimited, then this represents the maximum length that is allowed in the file.

Alignment/Filler

If the File Layout is set to Fixed Width, this determines how this field should be aligned within the file (left or right) and if the field doesn't take up the max length, then what the filler should be (spaces or zeros).

Decimal Places

If the field is an amount type, this determines how many places to the right of the decimal should be used.

Constant Values

If the Constant field has been selected, then the value to be used within the file is entered here.

Detail View

Detail records will be determined by the File Format. If the file format is defined as Detail per Employee, then one detail record will be written for each employee. If the file format is defined as Detail per Employee/Leave Code, then one detail record will be written for each unique combination of employee and associated leave codes.

Field	Field Number	Start Position	Length	Alignment	Align Filler
Employee Number	1		20	None	None
Employee Last Name	2		50	None	None
Employee First Name	3		50	None	None
Leave Code	4		20	None	None
Leave Balance	5		7		

Field

Information available to be included on the Detail record include the following:

- Employee Name (different formats to choose from)
- Employee Number
- Leave Code
- Leave Amounts: Balance Brought Forward, Earned, Taken, Adjusted, and/or Balance
- Dates: As Of Date and System Date
- Constant Value

See the Header View section for explanation of other fields on this view.

Footer View

The footer record (only 1 per file) will be the the last record in the file.

Field	Field Number	Start Position	Length	Alignment	Align Filler	Decimal Places
	0		0			

Field

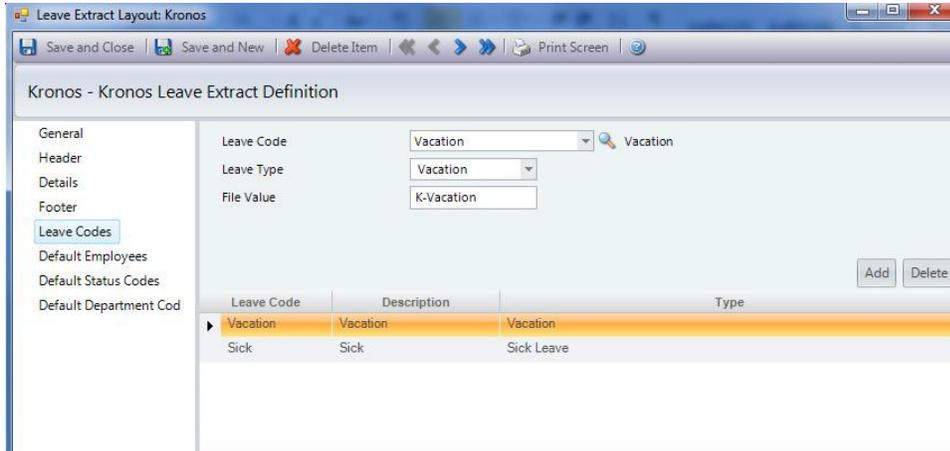
Information available to be included on the Footer record include the following:

- Organization Name, EIN, and/or Contact
- Organization Address, City, State, ZIP code
- Organization Phone Number
- Dates: As of Date and System Date
- Total # of Detail Records
- Constant Value

See the Header View section for explanation of other fields on this view.

Leave Codes View

Select the Leave Codes that will be exported during the creation of the file.

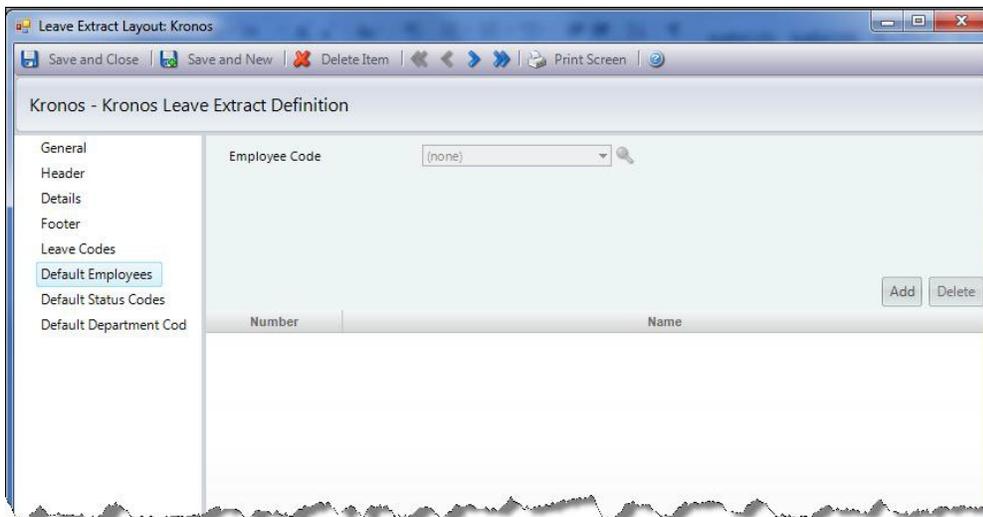


Leave Code/Type Select Leave Code/Type from V.X to be included in the file.

File Value Value of the leave code that should show in the file (mapping of codes from V.X to third party software).

Default Employees View

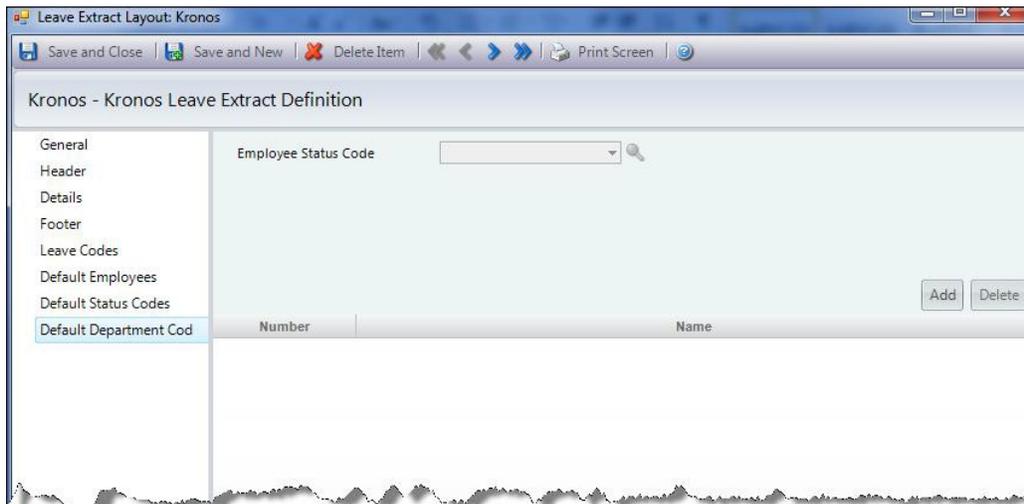
Select the Employees that will be included in this file. If no employees are selected, then ALL employees will be included. The list of employees can be changed within the Setup step of the Leave Extract Process.



Employee Code Employee Code from V.X.

Default Status Codes View

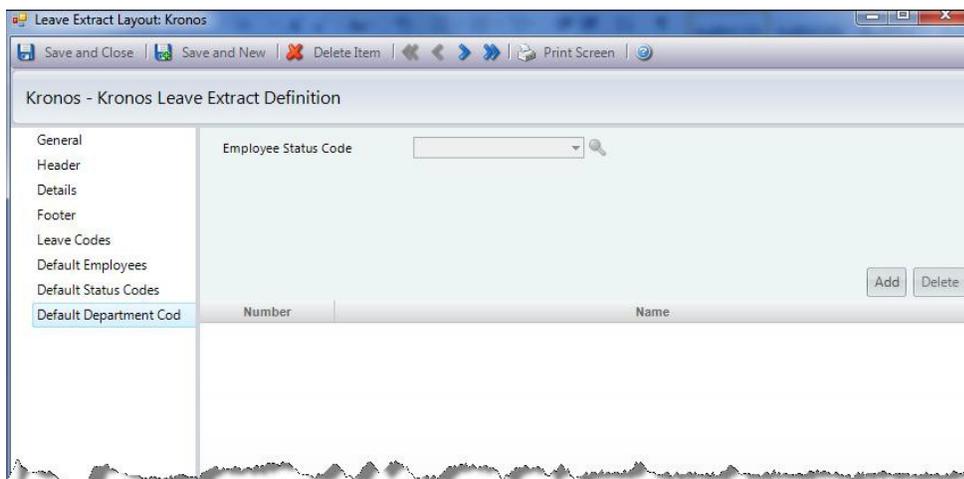
Select the employee status codes that will be included in this file. If no status codes are selected, then ALL employees will be included. The list of status codes can be changed within the Setup step of the Leave Extract Process.



Employee Status Code Status Code from V.X.

Default Department Codes View

Select the departments that will be included in this file. If no departments are selected, then ALL employees will be included. The list of departments can be changed within the Setup step of the Leave Extract Process.

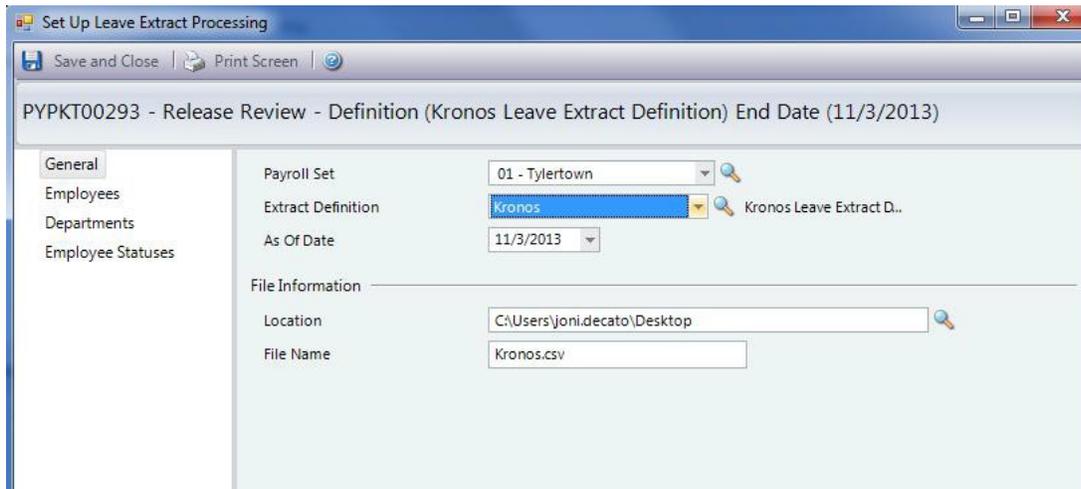


Employee Status Code Status Code from V.X.

Leave Extract Processing

The Leave Extract process has 6 steps: Setup, Build, Review, Register, Create File, and Update.

Setup Step



Payroll Set

The payroll set that will be used in this process.

Extract Definition

The extract definition that will be used to create the file.

As of Date

The date leave information will be calculated as of. In this example, the balance brought forward, earned, taken, adjusted, and balance will be determined as of 11/3/13. Any transactions that have occurred after this date will not be included in the file.

Default Path/Name

The path and name location of the file to be created.

Employees

This view represents the employees that will be included in this file. If no employees are selected, then all employees will be included.

Departments

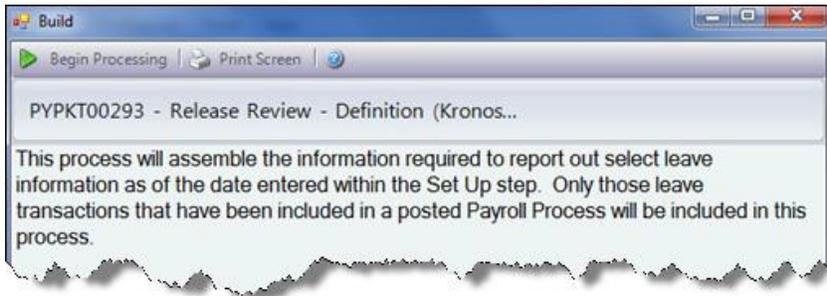
This view represents the departments that will be included in this file. If no departments are selected, then employees within all departments will be included.

Employee Statuses

This view represents the employee statuses that will be included in this file. If no employee statuses are selected, then employees within all employee statuses will be included.

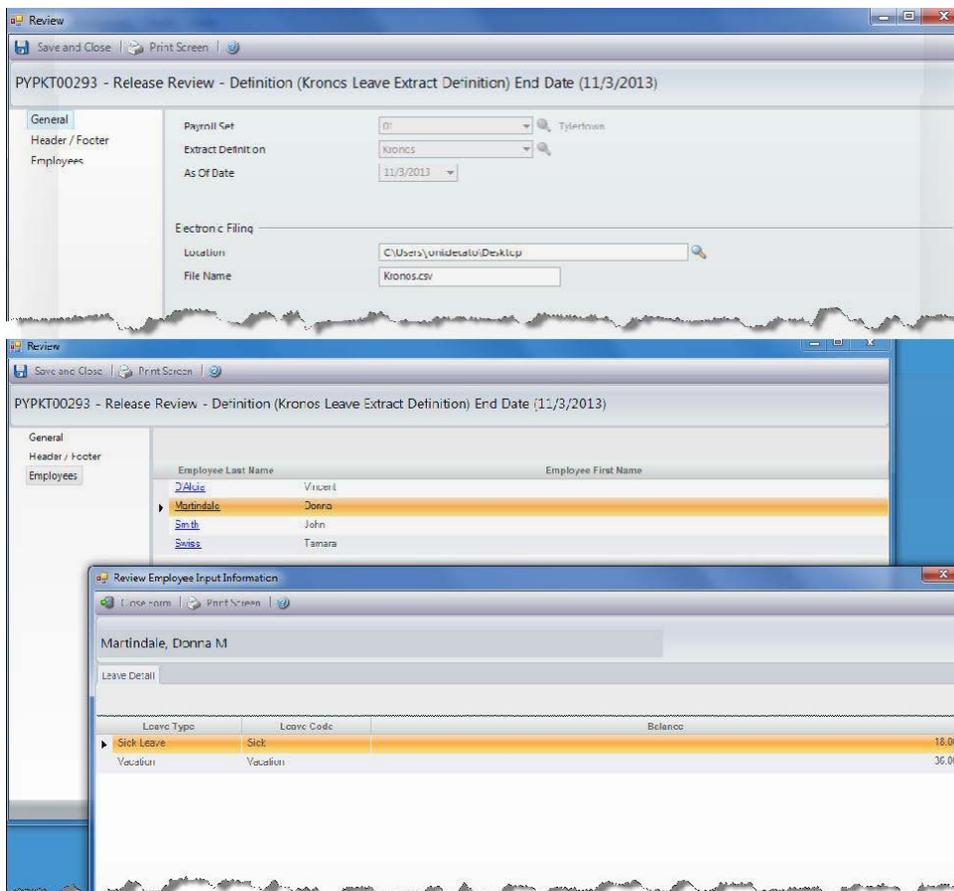
Build Step

The Build step extracts the applicable leave information from leave history and makes this information available for the user to review in the next step.



Review Step

The Review step allows the user to review the data that will be included in the electronic file.



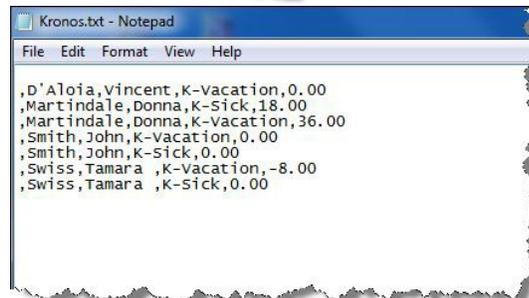
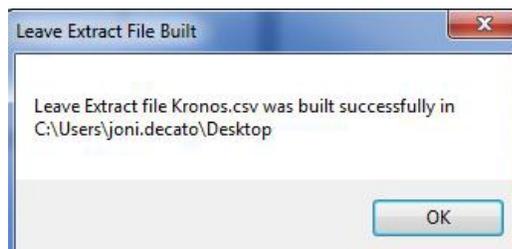
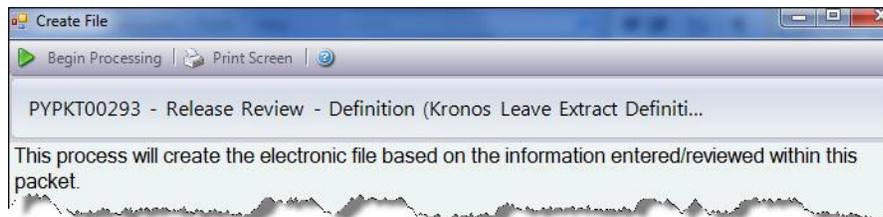
Register Step

This step prints out a register of those items to be included in the electronic file..

Tyler Technologies				Leave Extract Register As Of: 11/03/2013				
Payroll Set: 01 - Tylertown								
Packet: PYPKT00293 - Release Review								
Employee Number	Employee Name	Department	Leave Code	Balance Forward	Earned	Taken	Adjustment	Balance
1004	D'Aloia, Vincent	100-1510 - General Admi...	Vacation - Vacation	0.00	0.00	0.00	0.00	0.00
1001	Martindale, Donna	100-3210 - Police	Vacation - Vacation	0.00	20.00	-16.00	0.00	36.00
			Sick - Sick	0.00	18.00	8.00	8.00	18.00
1010	Smith, John	100-1510 - General Admi...	Vacation - Vacation	0.00	0.00	0.00	0.00	0.00
			Sick - Sick	0.00	0.00	0.00	0.00	0.00
1002	Swiss, Tamara	100-1510 - General Admi...	Vacation - Vacation	0.00	0.00	8.00	0.00	-8.00
			Sick - Sick	0.00	0.00	0.00	0.00	0.00

Create File Step

This step builds the electronic file.



V.X Personnel Management Interfaces

Imports (from third party to V.X)

Type	Item	Description
Generic	Time Clock	This import allows to client a file that can import time information from their third party time clock software. This interface must include time information mapped to a position, rate, pay code and/or combination of these three pieces of information. Currently, interfaces include: Time Clock Plus, Kronos, Workforce, Gorrie Regan, TimePro, Infotronics AE, and TimeCentre.

Exports/Extracts (from V.X to third party)

Type	Item	Description
Generic	Deduction Information	This export allows clients to create a file that can extract deduction information and be imported into their pension provider/broker. The client defines the file and record structure that is required by their pension provider/broker. Note: Even this process was built to provide pension information, this extract can be also used for other purposes that require basic employee and/or deduction information.
	ICMA Deduction Information	This export is specifically used for clients exporting retirement/pension information out to ICMA-RC (International City/County Management Association). In V.X, this is set up as a process. There is no file definition to be created by the client because the definition is defined by ICMA. Items that need to be mapped (e.g. deductions) are created within the Setup step within the process. Goose Creek SC, Derby KS, and Golden CO all utilize this export.
	Leave Balance Information	This export allows clients to create a file that can extract leave and leave balance information and be imported into their third party time clock software. This allows the client to be able to perform leave balance checking in their third party time clock software.
Custom	Employee Demographic/Pay Information	Kronos Time Clock software has the ability to import employee demographic information from V.X. Unfortunately, this export is custom for each client. Clients that are currently have customized files include Claremore OK, Lubbock County TX, and Stockbridge GA.

Payroll Process Payment Information	This custom export allows clients to create a very basic payment file that allows them to send information to the entity that is processing their employee checks/direct deposits. This information only includes the total gross payment and does not include deduction or tax informaton. Clients that are currently creating a customized file include Jasper Municipal Utility District, CA Fire and Rescue, Sacramento Metro Fire and Rescue.
Positive Pay for Payroll Checks	Positive pay files for Payroll checks are customized for the client/bank. These customizations are created in conjunction with the Financials Team for Accounts Payable checks.

Personnel Management Time Clock Interface

Purpose

The primary purpose of the Time Clock interface is to provide an integration point between a third party time clock software package and the V.X Payroll Process.

General Information

- Besides the employee number/name, the file layout requires Position, Pay Code, Rate Code, and Units. A specific rate or specific pay amount can be included in the file and these will override any rates or pay amount that would ordinarily be calculated from the Rate Code multiplied by the Units.
Note: there are pay codes and rate codes that are marked in V.X NOT to allow overrides. In these cases, an actual rate or pay amount will not override the rate code and calculated amount (rate code multiplied by units).
- Mappings can be set up for the Position Code, Pay Code, Rate Code, or a combination of the Pay Code/Rate Code. This allows the user to set up different codes in the time clock software than what has been defined within V.X. If the time clock software only allows for two codes, then the user can choose to set up a mapping that combines the pay code and rate code. In other words, one code set up in the time clock software can be mapped to a unique pay code / rate code within V.X.
- The interface does not consolidate records that are interfaced from the time clock software. They will be interfaced in the same manner as they were created in the time clock software. If one regular pay record for each day (for a 2 week period) has been created in the time clock software, then ten records for regular pay will be shown within the V.X Employee Review. Conversely, if there is only one regular pay record that represents all 10 days, only one record will be interfaced.
- This interface does not calculate overtime rates/hours (FLSA or Non FLSA). It is assumed the time clock software will calculate this information and include the results within the file to be sent to the V.X Payroll Process. For example, if an employee worked 40 hours of regular time and 10 hours of overtime, then separate records (regular vs overtime) would be included in the file.
- This interface does not determine if transactions imported from the time clock software will create a negative leave balance. All leave type transactions will be imported without warnings/errors.
- Flat amount pay items, such as Car Allowance are not expected to be included in the file from the time clock software, but rather would be included in the Employee's V.X Base Pay.
- State Retirement and Workers' Compensation information that are typically associated with an employee's pay code within V.X, will be taken from defaults off the Pay Code Maintenance and Position screens respectively.
- An option to allow specified V.X pay codes/rates to be **ignored** when importing from time clock software (within the Definition Administration) is provided.

Time Clock Definition Setup

Personnel Management > Administration > File Definitions > Time Clock Import Definition

This screen allows the user to define how the imported file is structured. The file can be a fixed width text file or a delimited file.

Required File Layout Columns

- Employee Number/Code
- Position (option to always use primary position)
- Pay Code
- Rate Code (option may be to use the default rate off the position)
- Units

Optional File Layout Columns

- Date of Units
- Project Account Key (Override)
- Pay Amount (Override)
- Rate (Override)

General Tab

The screenshot shows the 'Time Clock Import Definition: General' tab. The interface includes a sidebar with navigation options: General, File Layout, Employee Map, Position Map, Pay Code Map, Rate Map, Pay Code & Rate Map, Project Account Map, and Excluded Pay Codes. The main content area is divided into three sections: Details, File Specifications, and Import Settings. The Details section contains fields for Payroll Set (dropdown), Code, Description, and an Inactive checkbox. The File Specifications section includes File Layout (Fixed Width), Delimited By ((None)), and # Records to Skip (0). The Import Settings section features Default File Location and Default File Name (both with search icons), and a grid of checkboxes for mapping and exclusion options.

Section	Field/Option	Value/Status
Details	Payroll Set	[Dropdown]
	Code	[Text]
	Description	[Text]
	Inactive	<input type="checkbox"/>
File Specifications	File Layout	Fixed Width
	Delimited By	(None)
	# Records to Skip	0
Import Settings	Default File Location	[Text]
	Default File Name	[Text]
	Use Employee Primary Position	<input type="checkbox"/>
	Exclude Specific Pay Codes	<input type="checkbox"/>
	Map Employees	<input type="checkbox"/>
	Map Pay Codes	<input type="checkbox"/>
	Map Positions	<input type="checkbox"/>
Map Rates	<input type="checkbox"/>	
Map Project Accounts	<input type="checkbox"/>	
Map Pay Codes & Rates	<input type="checkbox"/>	

Code and Description	Used to identify this definition in the import process.
File Layout	Fixed Width or Delimited. If delimited is selected, the Delimited By drop down is enabled.
Delimited By	When Delimited is selected as the file layout, then <ul style="list-style-type: none"> <input type="radio"/> Pipe <input type="radio"/> Comma , <input type="radio"/> Tab
# Records to Skip	The number of records at the top of the file to skip before the time records begin.
Default File Location	This represents the location of the file created from the time clock software. This is a default and can be overridden in the import step.
Use Employee	If selected, the primary position for ALL employees will be used and the position
Primary Position	code does not need to be included in the file.
Mapping Options	<p>Mappings are used if a value in the table does not match the associated value in the</p> <p>V.X software. For example, if the employee number is SMITHR2 in the time clock software and EMP00023 in V.X, then a mapping would need to be set up between SMITHR2 and EMP00023. If the values between the time clock software and V.X are EXACTLY the same, then no mapping needs to be defined.</p> <ul style="list-style-type: none"> <input type="radio"/> Employee Code <input type="radio"/> Position Code <input type="radio"/> Project Account Key <input type="radio"/> Pay Code <input type="radio"/> Rate Code <p>In addition, a unique Pay Code/Rate Code can be mapped to the same code within the time clock software. Depending on the functionality available within the time clock software, this type of mapping may be a necessity. If Map Pay Codes & Rates has been selected, then user cannot select the individual Map Pay Codes and Map Rates options.</p>
Exclude Specific Pay Codes	The user has the option of ignoring the time clock information for specific pay codes when the interface occurs. Many time clock software packages allow users to track information that may not be relevant to payroll processing. For these instances, the user can select this checkbox and define those pay codes (within the Excluded Pay Codes view) that will be ignored during the transfer of time clock information.

File Layout Tab

Time Clock Import Definition: Time Clock Plus

Save and Close | Save and New | Delete Item | Print Screen

Time Clock Import Definition: Time Clock Plus

General
File Layout
Employee Map
Position Map
Pay Code Map
Rate Map
Pay Code & Rate Map
Project Account Map
Excluded Pay Codes

Field: [Dropdown]
Field Number: 0
Date Format: (none)
Entire Field:
Regex Pattern: [Text] [Expand]
Start Position: [Text]
Length: [Text]

Field	Field Number	Entire Field	Start Position	Length	Date Format
	0				

[Add] [Delete]

Field Select the field that will be included in the file created in the time clock software.

Options are:

- Date of Units - Date of units is only relevant for leave types of pay within the V.X payroll process. If the time record includes a leave type of pay code and they don't provide a date, then V.X will assume the pay period ending date of the payroll packet being transferred into.
- Employee Number – Employee number or code of the employee whose time is being transferred. This field must be included in the layout.
- Pay Amount – If this field is included in the file, then this information will override any calculated amount (rate from rate code multiplied by units). In addition, if the pay code associated with this time is defined as a manual type of pay code and only tracking amounts OR if the pay code is based on the percentage of another pay code, then the pay amount cannot be used to override the calculated amount and will be ignored during the transfer process.
- Pay Code – The pay code represents that type of pay an employee time is being associated to. For example, Hourly, Salary, Overtime, Vacation, Sick, etc. This field must be included in the layout.
- Position – The position code represents the type of job an employee time is being associated to. For example, City Manager, Teacher, Lifeguard, etc. This field must be included in the layout.
- Project Account Key– If present in the file, then this information will override any project account key that may be defined within the Position Rate.

- Rate – If present in the file, then this information will override the rate from the position. In addition, if the rate code is defined to NOT allow override OR if the pay code is based on the percentage of another pay code, then the rate cannot be used to override the rate code and will be ignored during the transfer process..
- Rate Code – The rate code represents the rate that the employee will be paid for the units being transferred. The rate code is defined within a rate class that is associated to a position. If the combination mapping is being utilized for this file (Map Pay Codes and Rates is checked in the General tab), then this field would not be required. Otherwise, this field must be included in the layout.

Field Number This field is only available when the File Layout is set to Delimited. This indicates in what order this field is located within the file.

Entire Field This field is only available when the File Layout is set to Delimited. If this is selected, then the value of the entire field will be used during the transfer of time. If this is not selected, then the user will utilize the Start Position and Length to determine what part of this field will be used during the transfer.

Start Position This field has different meaning depending on previous settings. If the File Layout is set to Fixed Width, this indicates the position within the record where this field starts. If the Entire Field option is checked (for Delimited type of file), then the Start Position determines the starting position within the field identified by the Field Number.

Length As with the Start Position, the Length field has different meaning depending on previous settings. If the File Layout is set to Fixed Width, this indicates how many characters the length of the field is from the Start Position. If the Entire Field option is checked (for Delimited type of file), then the Start Position determines the number of characters to be used within the field identified by the Field Number/Start Position.

Date Format If Date of Units is selected as the Field, then the user has up to 10 options on how the date is formatted. Available options are:

- MM/DD/YY
- MM/DD/YYYY
- MMDDYY
- MMDDYYY
- YYMMDD
- YYYYMMDD
- YY/MM/DD
- YYYY/MM/DD
- M/D/YY
- M/D/YYYY

Employee Map Tab

Time Clock Import Definition:

General

File Layout

Employee Map

Position Map

Pay Code Map

Rate Map

Pay Code & Rate Map

Project Account Map

Excluded Pay Codes

Employee: (none)

File Value:

Employee Number	Name	File Value
-----------------	------	------------

Add Delete

Employee Employee Code from V.X.

File Value Value of the Employee Code within the time clock software.

Position Map Tab

Time Clock Import Definition:

General

File Layout

Employee Map

Position Map

Pay Code Map

Rate Map

Pay Code & Rate Map

Project Account Map

Excluded Pay Codes

Position:

File Value:

Employee Number	Name	File Value
-----------------	------	------------

Add Delete

Position Position Code from V.X.

File Value Value of the Position Code within the time clock software.

Pay Code Map Tab

Pay Code Pay Code from V.X.

File Value Value of the Pay Code within the time clock software.

Rate Map Tab

Rate Class Rate Class from V.X.

Rate Rate Code within the Rate Class selected from previous field.

File Value Value of the Rate Code within the time clock software.

Pay Code and Rate Map Tab

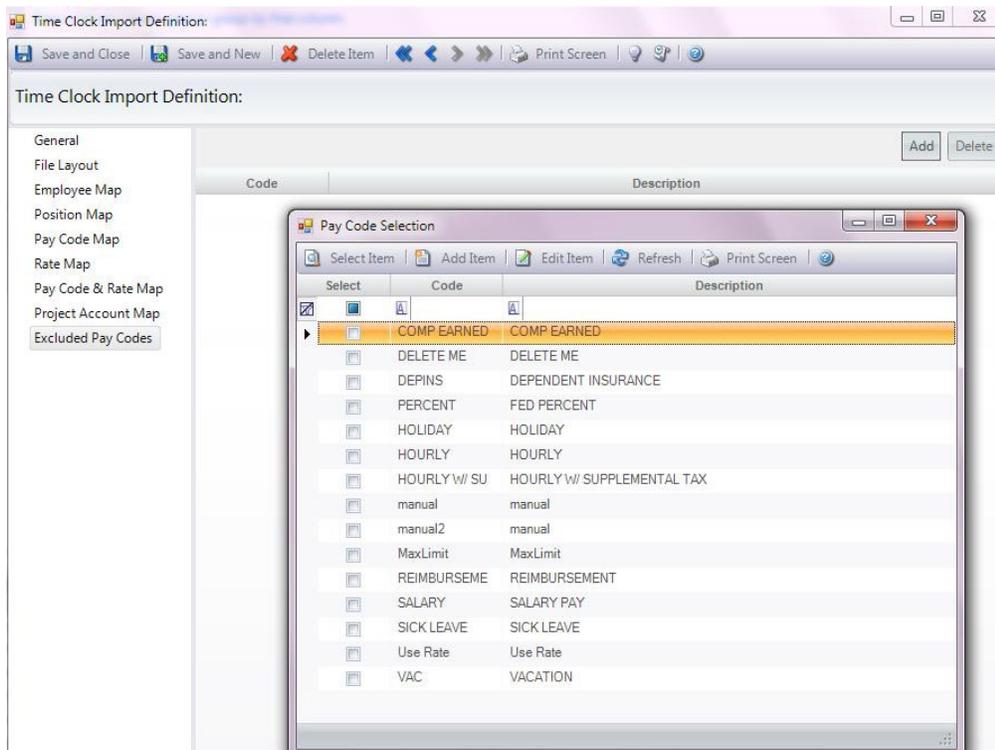
- Pay Code** Pay Code from V.X.
- Rate Class** Rate Class from V.X.
- Rate** Rate Code within the Rate Class selected from previous field.
- File Value** Value of the Pay Code/Rate Code combination within the time clock software.

Project Account Tab

- Project Account** Project Account from V.X. Enter the Project Account Key or select the Project Account from the lookup.

- File Value** Value of the Project Account within the time clock software.

Excluded Pay Codes Tab



Pay Code Select the Pay Codes whose associated time should not be transferred to Payroll.

Payroll Processing

Two additional steps have been added to the Payroll Process

- Select Time Clock Entries – User enters file name/location and V.X pulls in ALL time clock entries within file. This step will allow user to pick and choose what entries they want to include in payroll process. This process does NOT discern if this file has been previously used. In other words, the client could process the same Time Clock file multiple times.
 - Only select employees within this payroll set.
- Load Time Clock Entries – This step will merge selected time clock entries into the Employee Review (with or without existing Employee Pay Base records).

Attachment E. Conversion

City of Fort Lupton

Statement of Work

Monday, March 7, 2016

CRM Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Technologies CRM Suite. This is not a complete description; for a complete description, please refer to the Tyler Technologies CRM Data Conversion Specification document available upon request.

Client Responsibilities

- Data in Tyler's Standard Data Layouts or approved formats
- Provide data definitions
- Provide matching reports
- Provide screen shots
- Review conversion prior to go-live

Data Conversion

Each area of the CRM conversion has different options depending on the level of data to be converted. Each option has a different cost associated with it. Certain options cannot be converted unless other options are purchased. Full dependencies are detailed in the CRM Data Conversion Specification document.

Accounts Receivable

Standard Conversion Includes:

- Accounts Receivable master information, contacts and addresses
- Summarized current account balance into one invoice transaction
- Comments and notes

Additional Options:

- Detailed transaction history

Building Permits

Standard Conversion Includes:

- Permit master information, contacts and properties
- Comments and notes

Additional Options:

- Contractors (converted into memos)
- Inspections (converted into memos)
- Detailed transaction history

Business Licenses

Standard Conversion Includes:

- License master information, contacts and properties
- Comments and notes
- Current year fee codes with zero balances

Additional Options:

- Detailed transaction history

Cemetery

Standard Conversion Includes:

- Cemetery/Plot master information, contacts
- Comments and notes

Sales Tax

Standard Conversion Includes:

- Sales Tax master information, contacts and properties
- Comments and notes
- One default tax return record for each account

Applications not converted

Standard Conversion Includes:

- Special Assessments
- Call Centers

Custom Conversion Services

The following are a few examples of items that are not included in the standard conversion and can be addressed through custom conversion services:

- Converting records with counts lower than 250 for all modules
- Cross referencing beyond Tyler Technologies' defined standardized codes
- Running more than 3 standard conversions
- Data cleaning; including but not limited to name clean-up and data fixes
- Converting from multiple sources of data
- Tyler Technologies assisting in data extraction from your existing system
- Tyler Technologies defining file layouts if not provided
- Changing configuration after sign-off

Data Extract

The standard conversion includes converting from a single source of data. If data is stored in multiple databases or data is provided in multiple formats custom conversion services may be required.

If unable to provide the data in Tyler's Standard Data Layouts your data will need to be provided in one of the following formats:

- Microsoft SQL Server database
- Microsoft Access database
- Delimited ASCII text files (pipe "|" delimited is preferred)
- Excel spreadsheets – with flat data, not grouped like a report

The screen shots and matching reports need to be provided to Tyler Technologies at the same time as the data. To ensure the reports accurately represent the data, staff should exit the software prior to pulling the data and restrict processing of any transactions until after the reports have been generated. If the reports don't accurately represent the data an additional data pull may be required, which could result in a delay in the schedule.

It is important to understand that the conversion will not "rehabilitate" old data. The conversion process does not clean up or correct problems in old data; data is converted one for one. For example, if the current system allowed punctuation, the new software will also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your Project Manager to assist in preparing a work order for these services.

Financial Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Technologies Financial Suite. This is not a complete description; for a complete description, please refer to the Tyler Technologies Financial Data Conversion Specification document available upon request.

Client Responsibilities

- Data in Tyler's Standard Data Layouts or approved formats
- Provide data definitions
- Provide matching reports
- Provide screen shots
- Review conversion prior to go-live

Data Conversion

Each area of the financial conversion has different options depending on the level of data to be converted. Each option has a different cost associated with it. Certain options cannot be converted unless other options are purchased. Full dependencies are detailed in the Financial Data Conversion Specification document.

General Ledger

Standard Conversion Includes:

- Fund and account lists
- Summarized history for current fiscal year plus two prior fiscal years
- Budgets and budget adjustments for current fiscal year plus two prior fiscal years

Additional Options:

- Additional summarized history and budgets (fee per fiscal year)
- Transaction history stored in Historical Legacy Views
- Transaction history (fee per fiscal year)
-

Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact
- 1099 balances provided by client for current year

Additional Options:

- Vendor notes and additional contacts
- Detailed history stored in Historical Legacy Views

- Detailed vendor invoice history, payable items and distribution (fee per fiscal year)
- Additional vendor sets (fee per set)

Personnel Management (Payroll and Human Resources)

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, standard dates (i.e., hire, birth, leave, termination), standard phones (i.e., work, home, cell), direct deposit, position, retirement, deductions and taxes
- Current year leave balances
- Current year detailed employee pay history such as paycheck, earnings, earning distribution, deductions and taxes OR current year quarterly summarized history

Additional Options:

- Dependent details, additional contacts, notes, additional dates (e.g., anniversaries, seniority), additional phones (e.g., spouse, fax)
- Direct deposit detailed history
- Additional payroll set (fee per set)
- Additional detailed employee pay history stored in Historical Legacy Views
- Additional years of employee pay history (fee per year)
- Human Resources data such as certifications, discipline, education, grievances, reviews, photos, training, and workers compensation (custom quote)

Fixed Assets

Standard Conversion Includes:

- Asset information, improvements
- Accumulated totals, no history

Project Accounting

Standard Conversion Includes:

- Open Projects, project accounts and project notes
- Open project account budgets
- Open project account detail

Inventory

Standard Conversion Includes:

- Inventory items, item locations and item vendors

Applications not converted

- Work Orders
- Bank Reconciliation
- Employee Self Services/Time & Attendance
- Purchase Order

Custom Conversion Services

The following are a few examples of items that are not included in the standard conversion and can be addressed through custom conversion services:

- Combining/splitting of GL account numbers
- Converting records with counts lower than 50 for Personnel Management, 100 for Fixed Assets and 250 for all other modules
- Cross referencing beyond Tyler Technologies' defined standardized codes
- Running more than 3 standard conversions
- Data cleaning; including but not limited to name clean-up and data fixes
- Converting from multiple sources of data
- Tyler Technologies assisting in data extraction from your existing system
- Tyler Technologies defining file layouts if not provided
- Changing configuration after sign-off

Data Extract

The standard conversion includes converting from a single source of data. If data is stored in multiple databases or data is provided in multiple formats custom conversion services may be required.

If unable to provide the data in Tyler's Standard Data Layouts your data will need to be provided in one of the following formats:

- Microsoft SQL Server database
- Microsoft Access database
- Delimited ASCII text files (pipe "|" delimited is preferred)
- Excel spreadsheets – with flat data, not grouped like a report

The screen shots and matching reports need to be provided to Tyler Technologies at the same time as the data. To ensure the reports accurately represent the data, staff should exit the software prior to pulling the data and restrict processing of any transactions until after the reports have been generated. If the reports don't accurately represent the data an additional data pull may be required, which could result in a delay in the schedule.

It is important to understand that the conversion will not "rehabilitate" old data. The conversion process does not clean up or correct problems in old data; data is converted one for one. For example, if the current system allowed punctuation, the new software will also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your Project Manager to assist in preparing a work order for these services.

Utility Billing Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Technologies Utility Billing Suite. This is not a complete description; for a complete description, please refer to the Tyler Technologies Utility Billing Data Conversion Specification document available upon request.

Client Responsibilities

- Data in Tyler's Standard Data Layouts or approved formats
- Provide data definitions
- Provide matching reports
- Provide screen shots
- Review conversion prior to training and go-live

Data Conversion

The Utility Billing conversion has additional options that can be purchased depending on the level of data to be converted. Each option has a different cost associated with it.

Utility Billing

Standard Conversion Includes:

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Properties
- Account Master
- Meters
- Transaction History – Includes current year plus 1 prior year
 - If the transaction history is not clean it may not be possible to convert. In this case, balances would be required to be provided by you and these would be converted in place of the detailed transactions.
- Services Metered – Includes 1 metered services
- Services Non-Metered – Includes up to 2 non-metered services
- Bill Compare ran against one billing cycle
- Standard User Defined Fields
 - Tax ID
 - Home Phone Number
 - Work Phone Number
 - Old Account Number

Additional Options:

- Bank Codes and Bank Drafts

- **ACTIVE** Deposits
- Device Inspections
- Renumbering of Accounts
- Contracts
- Notes
- Additional Years of Transactional History (per year)
- Devices
- AMP (Average Monthly Payments)
- Energy Assistance
- Sewer Average
- Winter Average
- Additional Metered Services (over one)
- Additional Non-Metered Services (over two)

Custom Conversion Services

The following are a few examples of items that are not included in the standard conversion and can be addressed through custom conversion services:

- Converting records with counts lower than 1000 accounts
- Multiple Bill Compares on multiple cycles. This will require additional “Before” and “After” billing data along with additional hours.
- Converting tables beyond Tyler Technologies’ defined code tables (See Cross Reference Tables Section)
- Additional User Defined Fields
- Converting of compound meters
- Parsing Reports
- Cleaning Credit Card Information
- Add on/Deduct Meters
- Donations
- Additional Contact information for Non-Utility accounts
- Additional Properties for Non-Utility accounts
- Running more than 3 standard conversions
- Data cleaning; including but not limited to name clean-up, parsing names/address and data fixes
- Converting from multiple sources of data
- Tyler Technologies assisting in data extraction from your existing system
- Tyler Technologies defining file layouts if not provided
- Changing configuration after sign-off

Data Extract

The standard conversion includes converting from a single source of data. If data is stored in multiple databases or data is provided in multiple formats custom conversion services may be required.

If unable to provide the data in Tyler’s Standard Data Layouts your data will need to be provided in one of the following formats:

- Microsoft SQL Server database
- Microsoft Access database
- Delimited ASCII text files (pipe “|” delimited is preferred)
- Excel spreadsheets – with flat data, not grouped like a report

The screen shots and matching reports need to be provided to Tyler Technologies at the same time as the data. To ensure the reports accurately represent the data, staff should exit the software prior to pulling the data and restrict processing of any transactions until after the reports have been generated. If the reports don't accurately represent the data an additional data pull may be required, which could result in a delay in the schedule.

It is important to understand that the conversion will not “rehabilitate” old data. The conversion process does not clean up or correct problems in old data; data is converted one for one. For example, if the current system allowed punctuation, the new software will also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your Project Manager to assist in preparing a work order for these services.



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Fort Lupton.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who

have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You

further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by

the Third Party Terms.

2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as

described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
4. For Convenience. The Client may terminate the contract for convenience on sixty days' prior written notice. Upon termination, the Client shall remit payment for all products and services delivered to the Client and all expenses incurred by Tyler prior to the effective date of termination. The Client will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT**

NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured and provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation,

sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, our either you or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. No Waiver of Governmental Immunity. Nothing herein shall be deemed to be a waiver of the City of Fort Lupton’s governmental immunity under Colorado law.
23. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement
Schedule 1: Support Call Process |
| Exhibit D | Web Services – Hosted Application Terms |
| Exhibit E | Statement of Work |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Fort Lupton

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

City of Fort Lupton
130 So. McKinley Ave.
Fort Lupton, CO 80621
Attention: Court Clerk





Exhibit A Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Investment Summary

Jeanelle Andersen
City of Fort Lupton



Prepared for: City of Fort Lupton Contact Person: Jeanelle Andersen Address: 130 So. McKinley Ave. Fort Lupton, CO 80621 Phone: (720) 466-6102 Fax: Email: jandersen@fortlupton.org	Contract ID # : 2016-0000
	Issue Date: 02/15/16
	Sales Rep: J. Wilkins
	Tax Exempt: Yes / No

Product, Service & Equipment	Software License Payments			As Delivered	Totals	Annual Fees
	Upon Execution	Upon Available Download Date	Upon Earlier Of*			
Total Hosted (Online) Applications		800			800	1,200
Total Applications Software <i>License Fees - INCODE Court Case Management Suite</i>			1,860		12,400	3,713
Total Professional Services <i>Implementation</i>				12,000	12,000	
<i>Project Management & Final Implementation</i>				2,500	2,500	
Totals	-	800	1,860	14,500	27,700	4,913

* Earlier of first use of Tyler Software in live production or 180 days from the date the Tyler Software is made available for downloading.

Please Note: Travel expenses will be billed as incurred.





Software Licenses

Jeanelle Andersen
 City of Fort Lupton
 February 15, 2016

Application Software	QTY	Hours	Estimated Services	License Fee	Estimated Services	Annual Fee
Incode Court Case Management Suite						
Criminal Court Case Management		56	7,000	12,400	12,000	3,713
Tyler Jury Module with import wheel		40	5,000			
DataXchange		Included	Included			
Brazos Citation Issuing Device Interface (Citation Import, Auto Citation Import, Warrant Export)		Included	Included			
GL Interface to Tyler Incode Financials		Included	Included			
Colorado Driving History from DMV Interface		Included	Included			
Colorado Vehicle Owner Parking Interface		Included	Included			
Professional Services						
Project Management			2,500		2,500	
Incode Application Subtotal						
		96	12,000	12,400	12,000	3,713
Professional Services						
			2,500		2,500	
Application and System Software Total						
		96	14,500	12,400	14,500	3,713

Note: Public Safety On-Site Services are based on a 8 a.m. to 5 p.m. day.



Hosted Applications

Jeanelle Andersen
 City of Fort Lupton
 February 15, 2016



Service	QTY	Charges	Initial Year	Annual Fee
Citizen Portal				
One Time Setup Fee - Hardware Configuration - DNS registration	1	800	800	
INCODE Court Online Component				
Monthly support/maintenance fee - Display of citation/citations for payment - Display of Payment Plans - Payment Options - Drivers Safety Course - Deferred Disposition - Make Payment - Collects plea from defendant - Security -- SSL (Secure Socket Layer) - Payment Processing - Credit Card • Payment packet is created to be imported to Court System NOTE: Defendant pays \$2.50 - \$3.50 fee per trr Cost Including Support and Travel	100	/month	1,200	1,200
Hosted Applications Total			2,000	1,200





Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary. We will invoice you in increments of four (4) hours and eight (8) hours, or the equivalent of a half day and a full day. For any day in which an excess of eight (8) billable hours are delivered to you, each hour in excess of 8 will be invoiced individually.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as

estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Service:* Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

2.6 *Change Management Services:* If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee that applies to airfare, hotel, and car rental bookings. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Contract No. 2016-0054

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

Contract No. 2016-0054

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, , and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D

Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary of your License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. **Hosted Applications.** We will provide you with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. *Web Services:* Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. *Utility Billing On-Line:* Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
 - 1.3. *Court On-Line:* Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our InCourt Municipal Court System.
 - 1.4. *Building Projects On-Line:* Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.
 - 1.5. *Business License On-Line:* Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: business license status, business license renewal and the opportunity to pay their business license over the Internet using a credit card.

- 1.6. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.
- 1.7. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.
- 1.8. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.
5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.

7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



Exhibit E

Statement of Work

Software and Implementation Services

Prepared for:

City of Fort Lupton Municipal Court
Jeannelle Andersen
130 So. McKinley Ave., Fort Lupton, Colorado 80621

Prepared by:
John Wilkins
5519 53rd Street, Lubbock, TX 79414

Tyler Technologies, Inc.
www.tylertech.com

DATE
2/5/2016

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Statement of Work

City of Fort Lupton Municipal Court

Statement of Work

Friday, January 15, 2016

Project Scope & Summary

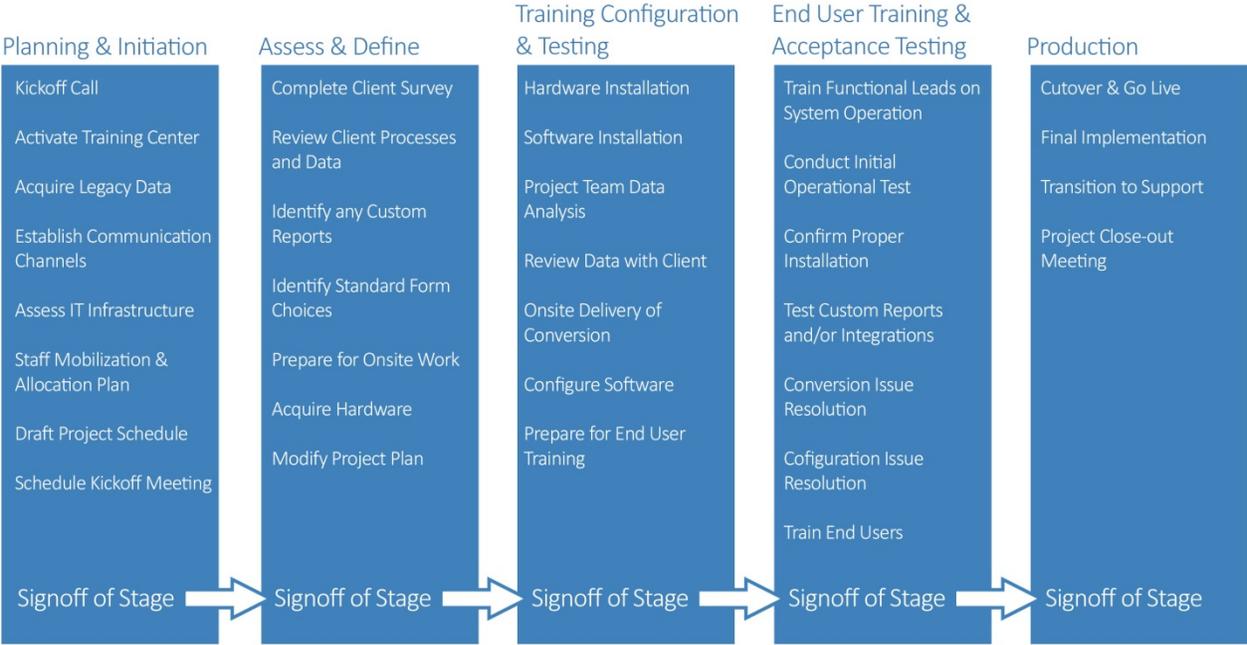
The software and services purchased are outlined in the Investment Summary Section of the Agreement.

Any standard interfaces purchased are listed in the Investment Summary section of the Agreement and detailed in the Standard Interfaces section of this document. It is important for the Client to read the portion of the attachment related to each interface purchased to understand its full functionality.

Data conversion services and other professional services hours included in the Investment summary are estimates. Additional analysis will be performed during the Assess & Define stage to provide definitive pricing.

Implementation Stages

Tyler provides a well defined multi-stage roadmap, which can be applied to a single phase project, or to projects with simple phases. For multi-phase projects, the stages are repeated as necessary.



Each stage, as established above, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-Acknowledgement Form (see (Sample) Work Acknowledgement Form attached herein) is completed and signed by the Client signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

Data Conversion

The goal of the data conversion process is to transfer information from one or more legacy systems into the Tyler system in an accurate and verifiable manner. Verification of the data conversion consists of comparing the on screen data elements and management reports of each system. As such, very little is done in the conversion process to “fix” the data. Inconsistencies or corruption in the original data will carry over to the new system – these issues should be identified and resolved by the Client before final data conversion on the legacy system(s) or shortly after “going live” on the Tyler system.

The Conversion Detail section of this document provides detailed information on Data Conversion if conversion is included in your Investment Summary.

Invoicing and Client Signoffs

Tyler invoicing and payment terms are detailed in the Payment Terms section of the Agreement. In addition to responsibility for the payment of all invoicing outlined in the Agreement, Client is responsible for signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed.

Key Project Assumptions

- Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler Services for work completed on Client premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the Client is responsible for installing newer releases. Release notes are provided for all new versions.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- Client shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- Client will allow users to access the following websites to ensure adequate access to Support resources:
 - help.tyleru.com
 - tyleru.com
 - tylertech.com
 - tylercommunity.tylertech.com
- Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Client is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications.
- Client has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.

- Client has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming Client has installed the proper hardware, software, and networking devices).
- Tyler will provide Client with status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from Client) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

Out of Scope

Tyler software is sold as COTS (commercial off the shelf) software. Any custom development such as; changes to source code, additional interface development, legacy or other imports are not within the scope of this agreement:

- **Custom Programming** - Tyler products will be implemented “off the shelf” without customization, except as purchased and then detailed in the Customizations section of this document. Any additional customizations identified or requested will be quoted as requested. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the Final Implementation phase (“post go live”). If there are no customizations in the Agreement, there will not be Customization section to this document.
- **Custom Modifications** - Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module. Software modifications are not within the scope of this agreement except as detailed in the Customizations section. If there are no customizations to the software, there will be no Customizations section to this document. Tyler will make every effort to design custom modifications so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.
- **Custom interfaces** – Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. If a different XML layout is required, then the requirement definition will need to go through discovery and be approved by Tyler Technologies, and additional charges beyond those quoted in the Investment Summary will be incurred. Similarly, you may be responsible for additional charges if the provider of the third party software with which Tyler will be interfacing requires changes or assistance. There are no custom interfaces included in the scope of the agreement *unless* detailed in the Interfaces section of this document.
- **Custom Reports** – Custom Reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in the Customizations section of this document.
 - Resource hours that extend scope. (Additional hours must be approved through a Change Order.)

- Any undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
- Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional costs. Client may have access to built-in configuration tools, so, when available, is free to reconfigure or create new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

Risk / Mitigation Strategy

Unavailability/Incompatibility of Staff

Risk: Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances such as family matters or the employee's departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

Mitigation: In the event a Tyler project member is determined to be unavailable, a Tyler manager will consult with Client on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the Client if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

Client Staff unavailability

Risk: Delays in the project timeline will occur if appropriate Client staff is unavailable to meet with or respond to Tyler for timely decisions and or directions.

Mitigation: Client should ensure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Client responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

Scope Changes

Risk: Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

Mitigation: Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to ensure

completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

Activity Focus

Risk: Activity Focus is the risk that minor activities consume time that should otherwise be dedicated to major activities of the project, with the end result of time and/or costs overrunning budget. This risk is sometimes associated with efforts that lead to scope changes. Examples include meetings of little substance or that go longer than they need, or time consumed investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both Parties must guard themselves to avoid focus drift by ensuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy, Interface Documentation

Risk: During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Client should ensure that APIs, specific documentation, or file specifications for interfacing to other systems is available to Tyler and that legacy data imports are known in advance of need.

Achievable Goals

Risk: The expectations of this project are set too high or are not explicit or clear to Client Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

Mitigation: The parties must ensure, through the Contract and Task Orders, that the goals of the project are explicit, well defined and attainable, and that both parties have “signed off” on the requirements.

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the Client is hosting any of those products. If the Client will be hosting its own servers, the technology utilized should be robust enough to meet the Client’s needs for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and its needs grow.

Mitigation: Tyler will assist Client in determining optimal technology and plans to guard against premature obsolescence.

Critical Success Factors

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Client and Tyler, identifying and monitoring project risks, and promoting strong project communication.

Knowledge Transfer - While Tyler cannot guarantee specific expertise for Client staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Client. It is critical that Client personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Client will be responsible for administering the configuration and introduction of new processes in the Tyler system.

Dedicated Client Participation – Tyler fully understands that Client staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Client understands and acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate any insufficient participation of Client and Tyler resources, as well as the corresponding impact(s), through Project Status Reports.

Acknowledgement Process – Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

As resources are consumed, Tyler shall provide the Client with a Work Acknowledgement Form (see the (Sample) Work Acknowledgement Form attached to this SOW) to formalize receipt. The Work Acknowledgment Form is subsequently signed by the appropriate Client stakeholder(s), and faxed or emailed to Tyler. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler’s professional services division has established the following rule: A Signed Work Acknowledgement Form (see the sample attached herein) is required upon completion and Client-acknowledgement of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process.

Managing Project Scope - In an effort to implement the project on time and within budget, both Tyler and Client agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs.

Change orders or contract addendums for additional items outside the scope of the defined project requirements must be submitted in advance and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.

Future Amendments to Scope

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work and in the Agreement, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Agreement.

Project Management

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Project plan
- Project document management
- Issue log management and escalation
- Status reporting
- Change order management
- Resource management
- Executive project oversight via Executive Sponsor and Project Review Committee

By mutual agreement some project management tasks are shared between the Tyler Project team and the Client Project Manager/Stakeholders.

Staffing

Every reasonable effort is made to maintain a consistent project team from Tyler for the duration of the project. Should the Client have concerns related to assigned resources, those concerns should be submitted to the Tyler Project Manager or Tyler Management Staff for review and consideration. Tyler will make staffing decisions based on appropriate skill set and other soft skills of resources deemed compatible to the success of the project.

Project Schedule

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler shall work with Client to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Client to update, monitor, agree, and communicate any required changes to the project schedule.

Development Tools

No special development tools are required for the Tyler software. Tyler source code is not accessible (unless through the requirements of an Escrow Agreement).

The configuration tools are built into the software, and the Client has full access. The Tyler implementation staff will use these same configuration tools to set up the system with the Client. The Client will receive training on the use of these tools.

Third party report writers (i.e. Crystal Reports) – Some clients may choose to use a third party report writer like Crystal Reports to create/modify their own reports. The Client is responsible for the procurement of a license of this third party report writer. Tyler does not provide training or assistance on

the creation of such reports and recommends this function be reserved for System Administrator or designated staff who have the skills and necessary access, and who understand the application databases.

Documentation

Tyler-Provided Documentation

Over the course of the 5stage implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel and/or MS Word) for configuration
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Client-Provided Documentation

A definitive list of Client-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, Client's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project. The Tyler Project Manager will provide the Client with detail of the documentation necessary for each product to be successfully implemented. The list below is a sample of the types of documentation that is likely to be requested.

Documentation originated by the Client includes:

- Application Programming Interface documents (API's) for any third-party software system to which the Tyler software will interface and exchange data.
- Legacy system data documentation and data in a format suitable for conversion into the Tyler System (please see section titled Data Conversion).
- Workflow documentation on the Client's current business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee Schedules
- Copies of existing forms and other documents presented to the public and expected to be derived from the Tyler Software.

SOW Attachments Listing

Statement of Work

Attachment A. Work Acknowledgement Form

This form provides the means for the Client to accept work provided or provide reason for denial of a work.

Attachment B. Change Order Form

Any change in the project must have a completed and approved Change Order.

Attachment C. System Requirements

This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.

Attachment D. Interfaces

This document provides a summary description of the purpose and function of the interface along with field specifications.

Attachment A. Work Acknowledgement Form

City of Fort Lupton Municipal Court

Statement of Work

Friday, January 15, 2016

Attachment B. Change Order Form

City of Fort Lupton Municipal Court

Statement of Work

Friday, January 15, 2016

Change Order Form

Client: _____ Date: _____

Generated By: _____

Authorized By: _____

Change Overview:

--

Narrative Description of Change:

--

Impact of Change:

Schedule Impact: Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.: _____

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager

Date Approved	Comments	Approved By	Signature



Attachment C. System Requirements

City of Fort Lupton Municipal Court

Statement of Work

Friday, January 15, 2016

Hardware and Network Requirements

System Requirements

Tyler's software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Site Assessment

Site assessments are an automated process. Each site is required to complete the automated process and submit results to their assigned project manager before any work can be completed on the project. While the automated process may be run prior to contract signature, the results submitted to Tyler must be dated after the Effective Date of the contract.

To complete your site assessment log in to <http://check.tylertech.com>

Enter your email address and the password "Tyler".

Select the product purchased to begin your system assessment. You will also be able to download PDF copies of hardware requirements from within the process. We strongly recommend that you download and keep a copy of the full hardware requirements as this document also covers recommended data backup procedures.

The link above is a generic login and password. During implementation, your project manager will provide you with a unique site and password to test your site and log results.

Attachment D. Interfaces

City of Fort Lupton Municipal Court

Statement of Work

Friday, January 15, 2016

Jury Wheel Import

Interface	Notes
Core Products and Version:	INCODE 10 Jury
Short Description:	This import process provides a way for Courts to import data to populate the Jury Wheel.
Long Description:	The Jury Wheel Import process allows Courts to Import new juror data as well as “re-charge” the wheel periodically as the Court needs more or updated juror data.
Tyler System(s) Involved and Version(s):	Jury Wheel Import Process
Setup Needed:	Jury Wheel Import Source Jury Wheel Import Process County must be selected in Jury Module Control
Information Exchanged:	Juror data imported
Data Format(s):	Specified below
No. Data Elements:	20
Data Exchange Frequency:	Court can Import as often as necessary.
Platform:	.Net
Other Technical Specifications:	NA
Tyler Responsibilities:	Tyler will setup the import source and processes needed. We will assist in data re-formatting if needed.
Client and Third-Party Responsibilities:	The Court is responsible for obtaining the raw data from the source it chooses or is otherwise mandated by law. Required data elements must be provided. The Court is responsible for running the process to import or refresh the Jury Wheel.

File Specifications:

Tyler Generic XML (standard):

3. The file must be a tab delimited text file (.txt)(except for SC Jury file). The site must meet the format requirements and have the required data elements.
4. The file format options are:
 - a. Texas Juror Import=Secretary of State (SOS) layout
 - b. South Carolina Juror Import (requires non-delimited, ASCII 2 format from the state)
 - c. Standard:

Column	Field Name	Required	Data Type	Notes
1	VoterId	No	Varchar(20)	NOTE: At least one ID number is required (Voter ID, SSN or DL)
2	DriversLicenseNumber	No	Varchar(20)	
3	SSN	No	Varchar(11)	Should be format XXX-XX-XXXX
4	LastName	Yes	Varchar(50)	
5	FirstName	No	Varchar(50)	
6	MiddleName	No	Varchar(50)	
7	NameSuffix	No	Varchar(50)	
8	Address1	Yes	Varchar(150)	
9	Address2	No	Varchar(150)	
10	City	Yes	Varchar(50)	
11	State	Yes	Char (2)	Must match the state abbreviation in the Incode 10 state table. These are the common abbreviations for states.
12	ZipCode	Yes	Varchar(5)	
13	ZipCodeSegment	No	Varchar(4)	
14	BirthDate	No	Datetime	Should be format mm/dd/yyyy
15	Gender	Yes	Char(1)	Values are F, M, and ?. NOTE: ? is for Unknown.
16	Race	No	Varchar(20)	Must match the user defined race codes setup in Jury
17	VoterPrecinct	No		NOTE: These two fields are used to assign the precinct in Jury based on some mapping files. This is really only used in TX. If OKC wants to provide the jury precinct code in the import record, we can add that field to the standard file.
18	JusticeOfPeacePrecinct	No		
19	CountyCode	No	Varchar(3)	CountyName or CountyCode must be supplied. It tries to match the county first by County Name and if it can't find a match, it tries to match by

				code. Codes are the Fips county codes.
20	CountyName	No.		Refer to the note above.

Citation Import – XML

This Interface Control Document (ICD) describes the interface between INCODE 10 Court and any third party vendor and will adhere to Tyler XML format specifications. If a different XML layout is required, then the requirement definition will need to go through discovery and approved by Tyler Technologies.

Interface	Notes
Core Products and Version:	INCODE 10 Court 2012.1 and up.
Short Description:	Provides a standard method of importing citations from any third party vendor.
Long Description:	<p>This interface provides a process to import citations in bulk from any third party vendor using an XML file layout of citations from the vendor to INCODE 10 Court. The process eliminates data entry of citations by the Court. The Court will set up the Citation Import Process and consume the designated citation import file through a process that can be run by the Court as often as necessary.</p> <p>This file layout can also be used to import images of the Citation (if you have TCM) or photos of the defendant. This requires the Vendor to send the additional images along with the Citation Import file as well as reference those images in the file. See XSD for details. (<Image> & <violator_photo> elements available)</p>
Tyler System(s) Involved and Version(s):	Citation Import Process Standard XML Input
Setup Needed:	Citation Import Interface must be licensed Citation Import source needs to be setup Citation Import Process need to be setup
Third Party Products:	If using AUTOCITE/APS: Client may also want to purchase “Quick Batch” from AUTOCITE/APS, otherwise citations will be provided by AUTOCITE one per file, creating the need for a clerk to select individual citation files one at a time for import.
Information Exchanged:	Defendant, Citation and Vehicle data associated with citations issued by officers/agencies as designated by the City.
Data Format(s):	XML
External System Interface:	Shared / Mutually Accessible File Location
No. Data Elements:	158 data fields
Data Flow:	Vendor creates the XML file to specifications and places it in a network location accessible by the Court. The Court selects the file to process through the Citation Import process in INCODE 10 Court.
Data Exchange Frequency:	Frequency based upon Court processes.

Data Exchange Frequency Details:	The Import Source is configured once. The Court can create as many Citation Import packets as needed and run the process as often as they want.
Platform:	.Net
Other Technical Specifications:	Citation Import XSD Schema attached Citation Import XML Sample File attached
Tyler Responsibilities:	Tyler will install, license and configure the Citation Import Process and the Citation Import Source with the client. Tyler will work with the client to import files successfully or provide explanations of any issues with the file if it does not.
Client and Third-Party Responsibilities:	The Court is responsible for providing the file specifications to the sending vendor. The sending vendor is responsible for providing a file matching these specifications for all Citations the Court should import. The Court and/or sending vendor is responsible for all Offense Mapping and Officer Mapping within INCODE 10 as well as coordinating the use of other system codes with the vendor, colors, vehicle makes & models, etc.

Please see the XSD for all technical details on the XML elements provided:



AutoImport-VX.xsd

Sample Citation Import XML

```
<?xml version="1.0" encoding="utf-8"?>
<citation_import>
  <import_from>Vendor</import_from>
  <version>1.0</version>
  <citation>
    <citation_number>12307654</citation_number>
    <citation_datetime>2014-04-09T13:06:00</citation_datetime>
    <citation_type>R</citation_type>
    <citation_court_datetime>2014-04-09T13:06:00</citation_court_datetime>
    <citation_pd_case_no />
    <citation_district />
    <citation_county>BL</citation_county>
    <citation_location_type>I</citation_location_type>
    <citation_location>
      <location_description>DICKINSON</location_description>
    </citation_location>
    <citation_location>
      <location_description>S SH 35</location_description>
    </citation_location>
    <violator>
      <violator_first_name>VICTORIA</violator_first_name>
      <violator_middle_name />
    </violator>
  </citation>
</citation_import>
```

```

<violator_last_name>JACKSON</violator_last_name>
<violator_suffix />
<violator_birthdate>1984-02-21</violator_birthdate>
<violator_race>W</violator_race>
<violator_ethnic>H</violator_ethnic>
<violator_gender>F</violator_gender>
<violator_height>502</violator_height>
<violator_weight>170</violator_weight>
<violator_hair>BRO</violator_hair>
<violator_eyes>BRO</violator_eyes>
<violator_license_number>19873179</violator_license_number>
<violator_license_state>TX</violator_license_state>
<violator_license_exp_year>2015</violator_license_exp_year>
<violator_license_type>C</violator_license_type>
<violator_license_CDL>N</violator_license_CDL>
<violator_ssn />
<violator_arrested>N</violator_arrested>
<violator_address>
  <violator_street_address>9206 W STERLING</violator_street_address>
  <violator_address_city>PEARLAND</violator_address_city>
  <violator_address_state>TX</violator_address_state>
  <violator_address_zip>77584</violator_address_zip>
</violator_address>
<violator_phone>8327046430</violator_phone>
<violator_employer>
  <employer_name>UNEMPLOYED</employer_name>
  <employer_address_block />
  <employer_address_direction />
  <employer_address_street>9206 W STERLING</employer_address_street>
  <employer_address_street_type />
  <employer_address_city>PEARLAND</employer_address_city>
  <employer_address_state>TX</employer_address_state>
  <employer_address_zip>77584</employer_address_zip>
  <employer_phone>2816502529</employer_phone>
</violator_employer>
</violator>
<vehicle>
  <vehicle_make>NISS</vehicle_make>
  <vehicle_model>SENT</vehicle_model>
  <vehicle_style>*4 DOOR</vehicle_style>
  <vehicle_year>2013</vehicle_year>
  <vehicle_color1>WHITE</vehicle_color1>
  <vehicle_color2 />
  <vehicle_color3 />
  <vehicle_tag_number>CKK5750</vehicle_tag_number>
  <vehicle_tag_state>TX</vehicle_tag_state>
  <vehicle_tag_year>2014</vehicle_tag_year>
  <vehicle_vin>3N1AB7AP7DL765821</vehicle_vin>
  <vehicle_commercial>N</vehicle_commercial>
  <vehicle_expired_registration>082014</vehicle_expired_registration>
</vehicle>
<officer>
  <officer_agency>PD</officer_agency>
  <officer_badge>6567</officer_badge>
  <officer_notes />

```

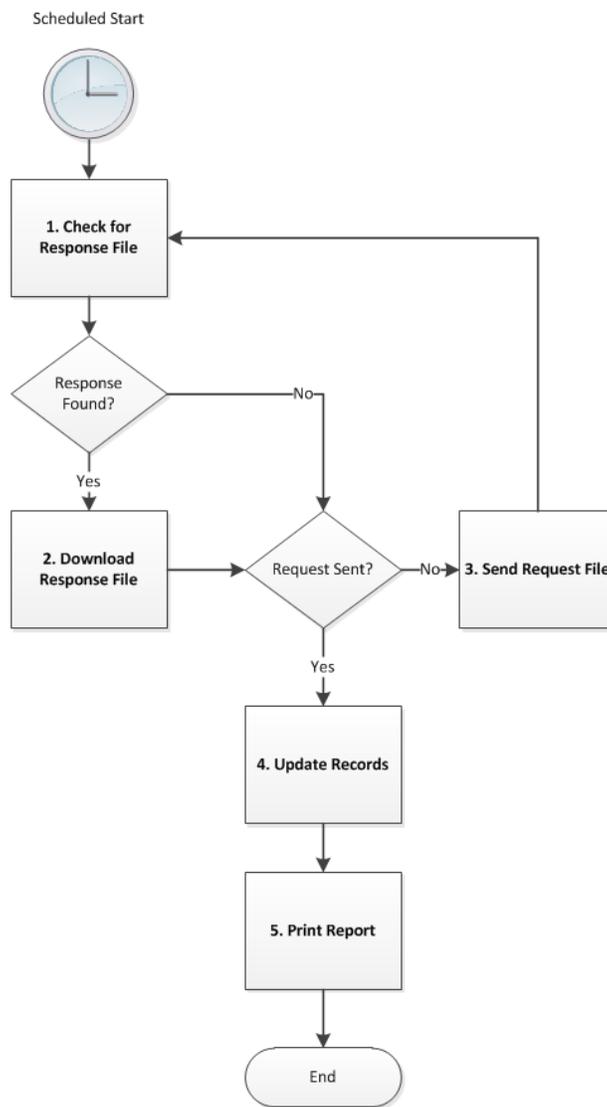
```
</officer>
<citation_special_flag>N</citation_special_flag>
<citation_alleged_speed />
<citation_posted_speed />
<citation_radar>Y</citation_radar>
<citation_accident>Y</citation_accident>
<citation_haz_mat>N</citation_haz_mat>
<citation_traffic_conditions />
<citation_weather />
<citation_light_conditions />
<citation_street_conditions />
<citation_search> </citation_search>
<citation_signed>Y</citation_signed>
<violation>
  <violation_offense>3007</violation_offense>
  <violation_evidence>N</violation_evidence>
  <violation_school_zone>N</violation_school_zone>
  <violation_work_zone>N</violation_work_zone>
  <violation_travel_direction />
</violation>
</citation>
</citation_import>
```

V9 Court – Colorado DMV Driver History

Description

The Colorado DMV Driver History interface provides Colorado municipal courts with an automatic process to request and receive driver history records to and from the Colorado DMV. The Colorado DMV provides 24/7 availability for courts to request this information, therefore the request from the court can occur at any time and frequency at no cost to the court. With this interface, the driving history information of a defendant can be viewed via the following programs: Court Docket Print, Courtroom Docket, CT Name Maintenance, and Violation Inquiry.

The process of requesting and downloading the driver history records from the DMV is outlined in the diagram below:



5. Check for Response File

- d. Incode will check for a response file on the Colorado Mainframe. When a response file is found the process will move to step 2; when a response file is not found and a request file has not already been sent the process will move to step 3.

6. Download Response File

- e. Incode will download the response file from the Colorado Mainframe. If a request file has not been sent the process will move to step 3; if a request file has already been sent the process will move to step 4.

7. Send Request File

- f. Incode will send the request file to the Colorado Mainframe. After sending the request file, the process will go back to step 1 checking for a response file.

8. Update Records

- g. To ensure that a record is only sent once, the records placed in the request file will be marked as sent. Also the driving history information will be added to the master name record in Incode according to the data received in the response file.

9. Print Report

- h. A report providing an overview of the request and response is created at the end of this process.

File Definition

Driver History Request

The first record in the file must be in the Header record format as shown below. Every record after the first record will be in the Data record format as shown below.

Text Layout - Header Record

Field	Length	Start Position
Record Type	1	1
Filler	4	2
Court Identifier	20	6

Text Layout – Data record

Field	Length	Start Position
Record Type	1	1
Filler	4	2
Last Name	20	6
Filler	2	26

First Name	15	28
Filler	1	43
Middle Name	15	44
Filler	1	59
Name Suffix	3	60
Filler	1	63
Date of Birth	6	64
Filler	1	70
Driver's License Number	9	71
Filler	53	80

Text Sample – Driver History Request

1	Golden CT				
2	ALLBROOK	LEANNE	RENEE	090384	993281018
2	ARANDA	CYNTHIA	JOANN	051355	920076734
2	BARKER	WARREN	ALBERT	032127	950763211
2	BARRICKLOW	THOMAS	MILTON	032038	920142485
2	BENDER	DONALD	DALE	041429	951030403
2	BERTSCHINGER	BROOKE	ANDREA	072680	920193696
2	CAHILL	BRENDAN	C	030782	
2	GEIGER	SEAN	R	041169	920807026
2	GENTLES	ROBERT	L	101556	
2	GREGORY	RALPH	SEBASTIAN	111043	920882818
2	GURUNG	ROSAN		070482	020320637
2	HIGH	BRITTANY	LAUREN	122182	011630779

Driver History Response

Each type of record shown below will be contained in a single file. A sample response file showing each record type is shown after the last record type.

Text Layout – Personal Data Record (Record ID “01”)

Field	Length	Start Position
Record ID	2	1
Summons Number	7	3
Last Name	25	10
First Name	15	35
Middle Name	15	50
Address	40	65
City	13	105
State	2	118

Zip Code	5	120
Date of Birth	10	125
Sex	1	135
Height	3	136
Weight	3	139
Hair	10	142
Eye	10	152
Alias Last Name	25	162
Alias First Name	15	187
Alias Middle Name	15	202
Driver License	9	217
DL State	2	226
DL Number	9	228
Document Type	40	237
CDL Class	1	277
Date of Issue	10	278
Expiration Date	10	288
Donor	3	298
Endorsements	60	301
Restrictions	60	361
Previous State	2	421
Previous License	25	423
Registration Status	40	448
CDL Status	40	488
SSN	9	528
No Hit	2	537

Text Layout – Reinstatement Data Record (Record ID “02”)

Field	Length	Start Position
Record ID	2	1
Summons Number	7	3
Requirements	20	10
Eligibility Date	10	30
Requirement Description	40 (can occur up to 9 times)	40
Document Number	9	400
DL State	2	409
DL Number	9	411
Filler	119	420

Text Layout – Departmental Action Record (Record ID “03”)

Field	Length	Start Position
Record ID	2	1
Summons Number	7	3
Dept Action	20	10
Effective Date	10	30
Action Description	40	40
Case Number	10	80
Action Reason	40	90
Eligible Date	10	130
Fee Paid	3	140
Reinstated	3	143
Document Number	9	146
DL State	2	155
DL Number	9	157
Filler	373	166

Text Layout – Citation Data Record (Record ID “04”, “05”, and “06”)

Field	Length	Start Position
Record ID	2	1
Summons Number	7	3
Date of Violation	10	10
Date of Conviction	10	20
Assessed Points	2	30
Ticket Number	10	32
Accident Indicator	3	42
Issuing Agency	30	45
Convicting Court	30	75
Violation Description	40	105
Microfilm Number	11	145
Convicting Court Code	7	156
Document Number	9	163
DL State	2	172
DL Number	9	174
Filler	356	183

Text Sample – Driver History Response

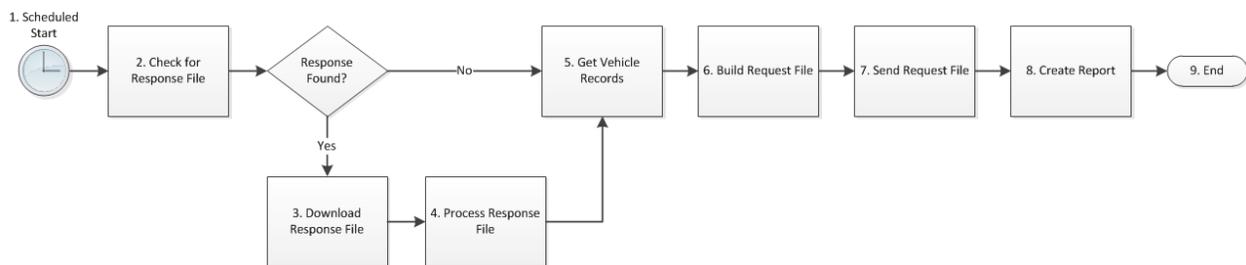
01 AGUILAR LUIS VIDAL ANTHONY 601 CANYON BOULDER CO 80301
02/02/1979 M CO123456789 02/05/2008-02/02/2015 111223333
02 DRIVER SAFETY SCHOOL10/01/1995REQUIRED TO TAKE DRIVER SAFETY SCHOOL W/IN
1 YR CO123456789
03 DEPARTMENTAL ACTION 03/18/1996 REVOKED 9991230000UNPAID PARKING
TICKETS 100 CO123456789
03 DEPARTMENTAL ACTION 03/18/1996SUSPENDED 9991230001UNPAID PARKING
TICKETS 200 CO123456789
03 DEPARTMENTAL ACTION 04/20/2001REVOKED 0123455555SAMPLE ACTION REASON
000 CO123456789
04 02/17/199604/03/19961224383 NO BOULDER SO BOULDER COURT MULTIPLE
UNPAID PARKING TICKETS CO123456789
04 11/23/1995 02/22/1996 0471966 NO BOULDER PD BOULDER COURT MULTIPLE
UNPAID PARKING TICKETS CO123456789
04 09/29/200012/14/2000024035643 NO THORNTON PD THORNTON COURT SAMPLE
VIOLATION DESCRIPTION CO123456789
04 09/29/200012/14/2000024035643 NO THORNTON PD THORNTON COURT SAMPLE
VIOLATION DESCRIPTION CO123456789
04 04/12/2001 09/11/2001 0829327 NO LAFAYETTE PD BOULDER COURT SAMPLE
VIOLATION DESCRIPTION CO123456789
01 ANDALORO NINA P 3701 OVERLAND ROAD BOULDER CO 80301 04/15/1988
F CO123456789 02/05/200802/02/2015 111223333

V9 Court – Colorado Vehicle Owner

Description

The Colorado Vehicle Owner interface provides Colorado municipal courts with an automatic process of searching for vehicle information for their parking tickets, which have a vehicle but no vehicle owner. At a scheduled time, this interface sends a request file containing the vehicle information and downloads a response file created by the state containing the vehicle owner information to and from specific directories on the state server via a secure connection (SFTP).

The Colorado Vehicle Inquiry process is outlined in the diagram below:



10. Scheduled Start

- i. The Vehicle Owner Interface program will be scheduled to run each morning from the Incode Automated Scheduler program.

11. Check for Response File

- a. Once started, the program will connect to the State's SFTP server and check to see if there is a response file to download from a previous run. When a response file is found the program will move to step 3 to download the file. When a response file is not found the program will skip to step 5.

12. Download Response File

- a. The response file found in the directory will be downloaded to the court system. The file will be deleted from the directory after a successful download.

13. Process Response File

- a. The program will read through the response file and update the corresponding vehicle with the name information found in the request. The update settings configured in the Vehicle Owner Maintenance program will determine what information is updated.
- b. Once processing is completed, Incode will create an archive of the file in the File Archive directory defined in the maintenance program.

14. Get Vehicle Records

- a. The program will find the citations with vehicle information but no master name. Only citations with a current status matching a Selection Status defined in the maintenance program will be selected.

15. Build Request File

- a. The request file will be built in the required format with the vehicle information found in step 5. Vehicles are searched by plate number.

16. Send Request File

- a. The request file will be placed in the designated SFTP directory (same location as the response file).

17. Create Report

- a. A report showing the records that were sent in the request along with the records found in the response will be created. The report will be saved to the report directory defined in the maintenance program.

18. End

- a. Once the report is created the process will end.

File Definition

Vehicle Inquiry Request

Text Layout – Vehicle Inquiry Request

Field	Start	End	Size
PLATE NUMBER	1	7	6
[SPACE]	7	8	1
GUID	8	79	71
CARRIAGE RETURN / LINE FEED	79	80	1

Text Sample – Vehicle Inquiry Request

```
001EBH {F1887AOF-375E-4C4B-8BC7-3CF2A0477A01} ^M$
002GTZ {9F1A0BA0-B096-46CA-98AB-ABB17136EA64} ^M$
004DN3 {B9F158F3-37E9-457A-96DB-FE6437FEF3ED} ^M$
021AHS {3F688807-6FB9-4FC7-ADCC-A1A3209E3E5B} ^M$
021IBP {86B0DFEB-C45E-41FD-AD93-857D3B07F31B} ^M$
022FVS {EE790A52-CDF6-4A80-8F02-5A7F9DB661BF} ^M$
023GHX {3973C04A-E368-49AA-BF9C-36F251B5938E} ^M$
033AZH {05E7F170-31E9-46A4-85DD-3D5D54B5AD09} ^M$
```

Vehicle Inquiry Response

Text Layout – Vehicle Inquiry Response

Field	Start	End	Size
LICENSE VEHICLE TYPE	1	4	3
"_"	4	5	1
LICENSE PLATE TYPE	5	8	3
PLATE NUMBER	8	15	7
[SPACE]	15	16	1
PREVIOUS LIC VEHICLE TYPE	16	19	3

"_"	19	20	1
PREVIOUS LIC PLATE TYPE	20	23	3
PREVIOUS PLATE NUMBER	23	30	7
[SPACE]	30	31	1
VEHICLE VIN	31	48	17
[SPACE]	48	49	1
VEHICLE YEAR	49	53	4
VEHICLE MAKE	53	56	3
VEHICLE BODY	56	58	2
VEHICLE OWNER 1	58	94	36
VEHICLE DRIVER 1	94	130	36
RESIDENTIAL ADDRESS STREET	130	156	26
RESIDENTIAL ADDRESS CITY	156	169	13
RESIDENTIAL ADDRESS STATE	169	171	2
RESIDENTIAL ADDRESS ZIP CODE 1	171	176	5
RESIDENTIAL ADDRESS ZIP CODE 2	176	180	4
MAILING ADDRESS STREET	180	206	26
MAILING ADDRESS CITY	206	219	13
MAILING ADDRESS STATE	219	221	2
MAILING ADDRESS ZIP CODE 1	221	226	5
MAILING ADDRESS ZIP CODE 2	226	230	4
BUSINESS DATE	230	238	8
EXPIRATION DATE	238	244	6
USER INFO {GUID}	244	317	73
COUNTY CODE	317	319	2

Text Sample – Vehicle Inquiry Response

```

PAS-REG001EBH PAS-REGMBE8166 1HGED3658ML029993 1991HON4DBRADLEY*BARBARA***
955 5TH ST BOULDER CO803020000955 5TH ST BOULDER
CO80302000011072002112003{F1887A0F-375E-4C4B-8BC7-3CF2A0477A01}
07T094435 $
PAS-REG021AHS - 1LNHM87AXYY850473 2000LINSDECKLOFF*WARREN*N**
6356 E TUFTS AVE CHERRY HL VLGC08011100006356 E TUFTS AVE
CHERRY HL VLGC080111000004182002042003{3F688807-6FB9-4FC7-ADCC-A1A3209E3E5B}
01ABC123XYZ $
PAS-REG021IBP PAS-REG625DNP WVWFB4311NE003094 1992VLKSDCASIAS*JOSEPH*A**
7505 W YALE AVE #3103 DENVER CO80227000075Q5 W YALE AVE
#3103 DENVERCO80227000011292002112003{86B0DFEB-c45E-41FD-AD93-
857D3B07F31B} 011234567890 $

```

V9 Court – Brazos Citation Interface

Description

In addition to the functionality available within the Citation Import interface, an interface with Brazos Technologies provides more robust capabilities such as:

- Brazos ticket imports require no intervention by a court clerk. They are ‘pushed’ over by Brazos, and a report is available to review after the import.
- Incode warrants are made available to officers on Brazos handhelds. When an officer scans a driver’s license, they’ll immediately know if a person has an active warrant.
- Brazos has up to date information about offenses in Incode based on an automated synchronization of data (Incode is the source system). This includes fee/fine schedules for each offense. This allows up an up-to-date offense list to be available to officers and correct violation amounts to be printed on tickets.
- Brazos maintains up to date court dates in Incode based on an automated synchronization of data (Incode is the source system). This allows the correct pay-by date or court date to be printed on tickets.
- Brazos maintains a ‘hotlist’ of overdue/unpaid parking violators in Incode. This allows the city to warn, boot, or tow vehicles based on number of overdue tickets or total unpaid amount.
- Incode share up to date information about ‘miscellaneous codes’ with Brazos. These include vehicle makes, models, and colors, to name a few. Sharing this information reduces the error rates for citation imports into Incode and allows the city to maintain a single list of codes.

These features are exclusively available with an interface to Brazos Technologies.

File Definition

Brazos leverages Incode’s XML version of the Citation Import interface.

Brazos Citation ICD

Brazos technology provides a mobile handheld electronic citation application. Brazos Technology's solutions enables the citation entry to be completed in the field and provide the defendant with a receipt.

Interface	Notes
Core Products and Version:	TPS RMS Citation Module Brazos Technology eCitation
Short Description:	Provide a standard method of transferring citations from Brazos Technology eCitation to TPS RMS Citation Module
Long Description:	This interface provides for the automatic transfer of citations from Brazos to the TPS RMS database. The interface allows the client to select which offenses they would like to export to Brazos' handheld devices, via an export to handheld device checkbox in the NIBR Code Table, so that the offenses match and are easily imported into the TPS RMS software. This functionality also prevents the client from having to do duplicate data entry between the two systems. When this checkbox is selected Tyler will export the selected codes in a predefined XML format via web service to a destination folder. Brazos will import the file into their software and when the handheld device is synced the codes will be imported. For the import of citation information from Brazos into TPS RMS Citation Module the interface requires Brazos to export a file of the completed citation and place it into a TPS Import Manager destination folder using an XML format provided by Tyler. Brazos export will take place when the handheld device is synced at export intervals chosen by the client.
Tyler System(s) Involved and Version(s):	<ul style="list-style-type: none"> • TPS Web Service • TPS RMS • TPS Import Manager
Third Party Products:	<ul style="list-style-type: none"> • Brazos Technology eCitation • Brazos Technology Import/Export Wizard
Information Exchanged:	XML via Web Service Import of Citation Information to include:

	<ul style="list-style-type: none"> • Citation # • Stop Date • Stop Time • Agency • Officer • Haz Mat • Accident • Citation Type • Search • Zone • Signed • Shift • Violator Name • Violator DOB • Violator Sex • Violator Ethnicity • Violator Race • Race/ethnicity known prior to detaining • Violator Height • Violator Weight • Violator Hair Color • Violator Eye Color • Violator DL Number • Violator DL State • Violator DL Class • Violator DL Year • Violator SSN • Violator Address • Violator Address Type • Violator Address City 	<ul style="list-style-type: none"> • Violator Address State • Violator Address Zip • Violator Home Phone • Violator Work Phone • Juvenile • Resident of Jurisdiction • Vehicle Tag • Vehicle Tag State • Vehicle Tag Year • Vehicle Year • Vehicle Make • Vehicle Model • Vehicle Style • Vehicle Color (up to 3) • Vehicle VIN • Docket # • Violation Location • Offense Code • Offence Type • Posted Speed • Actual Speed • Case Number • Arrest • Evidence • Statute Number • Offense Description • Agency County • Court date/time • Construction Zone • School Zone • Notes
Data Format(s):	XML format (attached)	
External System Interface:	N/A	
Third Party Interface Details:	NA	
No. Data Elements:	61	
Data Flow:	Tyler will export the client selected offenses to Brazos in XML format to a specified destination folder. Brazos will import the offenses into eCitation. Brazos will export the citation in the specified (attached) XML format into a TPS Import Manager destination folder designated by Tyler. TPS Import Manager will then import the information into TPS Citation Module utilizing TPS Web Service.	
Data Flow Details:	Client selects which offenses to export to the handheld devices via the Export to Handheld checkbox in the NIBR code table. Tyler will export the file to a specified destination folder utilizing	

	<p>TPS Web Service. Brazos will import the file via Brazos Import/Export Wizard and when handheld devices are synced the offenses are uploaded. The Client collects electronic citation information in the Brazos eCitation software. Brazos then exports it utilizing Brazos Import/Export Wizard into a Tyler specified destination folder. Tyler then imports the information into TPS Citation Module utilizing TPS Import Manager.</p>
Data Exchange Frequency:	<p>One export for each offense designated by the client. One time import per “synced” unique citation #. Frequency is determined by the client.</p>
Data Exchange Frequency Details:	<p>One time export of offenses designated by the Client to Brazos software. One time import to TPS RMS Citation Module for each unique citation number, upon sync of the handheld device and determined by the client as to how often to send information from Brazos eCitation software to the destination folder. This could be sent as each citation is synced, hourly, daily, or at whatever time interval the client chooses.</p>
Transport(s):	<p>Via Brazos Import/Export Wizard, TPS Import Manager and TPS Web Service</p>
Platform:	
Other Technical Specifications:	
Tyler Responsibilities:	<p>Tyler will install and configure the XML. Tyler will turn on the Brazos interface, via licensing and provide a folder for Brazos to use. Tyler will provide an XML format to Brazos for their output.</p>
Client and 3rd-Party Responsibilities:	<p>Client is responsible for purchasing and/or licensing the TPS Brazos Interface, purchasing and/or licensing Brazos Technology eCitation and Import/Export Wizard.</p> <p>Client is responsible for designating which offenses to export to Brazos eCitation handhelds. Client is responsible for determining the export frequency in Brazos’ software.</p> <p>Brazos needs to be configured to export to the TPS Import Manager destination folder in Tyler’s provided XML format. Brazos needs to be configured to import client designated offenses from TPS RMS.</p>
Links:	<p>http://www.brazostech.com/</p>

CITY OF FORT LUPTON CITY COUNCIL



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

Tommy Holton, Mayor

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

AM 2016-070

AWARD CONTRACT TO DR HORTON FOR NOT TO EXCEED \$100,000 FROM STREET SALES TAX FUND, MISC CURB/GUTTER/SIDEWALK

- I. **Agenda Date:** Council Meeting – May 2, 2016
- II. **Attachments:**
- a. DR Horton Letter Concrete Repair
 - b. Construction Services Agreement
- III. **Summary Statement:**

Award of contract to DR Horton to repair city sidewalks and curb that are failing in Coyote Creek Subdivision. As agreed to with DR Horton, the City is responsible for repairing existing pavement and sidewalks in Coyote Creek Filing Nos. 2 and 3

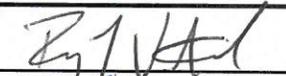
IV. **Fiscal Note:**

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:

As agreed to with DR Horton, the City is responsible for repairing existing pavement and sidewalks in Coyote Creek Filing Nos. 2 and 3.

DR Horton was directed to provide estimate of required repairs. DR Horton will schedule repairs to coincide with completion of areas of home construction. Sidewalks will not be repaired until after heavy equipment use is completed.

DR Horton provided reasonable costs using unit prices from Colorado Concrete Construction (the City's usual vendor). Scheduling of city contracting would not allow for initial completion in a timely manner for pending home closures.

X. Legal/Political Considerations:

Not Applicable

XI. Alternatives/Options:

- *Approve contract with DR Horton*
- *Disapprove contract – The City will not be able to meet DR Horton's closing schedules for new home purchases.*

XII. Financial Considerations:

The Street Sales Tax Fund budgeted \$100,000 for miscellaneous curb/gutter/sidewalk in the 2016 budget (20-310 57500)

XIII. Staff Recommendation:

Staff recommends awarding the contract to DR Horton for not to exceed \$100,000.00 to come from the Street Sales Tax miscellaneous curb/gutter/sidewalk line item.



April 13, 2016

Roy Vestal
City of Fort Lupton
130 South McKinley Ave.
Fort Lupton, Co. 80621

RE: Coyote Creek ROW Concrete Repair

Dear Roy,

In accordance with the meeting on Wednesday, March 9, 2016 between the City of Ft. Lupton and DR Horton, we have prepared the attached proposal to remove and replace the substandard right of way concrete in the Coyote Creek Subdivision. Most of the needed concrete replacement consists of combination curb walk and handicap ramps. A walk through of existing concrete conditions in both Coyote Creek Filing 2 and 3 was performed by Anthony Gomez, Public Works Supervisor with Fort Lupton, Charles Steg, Project Superintendent with DR Horton and Ardell Prins, Land Development Project Manager with DR Horton. The purpose of the walk was to identify, mark with spray paint, measure and document on an address plat the existing concrete that was substantially out of conformance to Fort Lupton and industry standards. This information has been compiled into the attached concrete correction proposal.

The identified corrections will be performed by a concrete contractor employed and scheduled by DR Horton. DR Horton will pay invoices from the said contractor and will then submit these costs to the City of Fort Lupton for reimbursement. It is understood that there may need be additional replacement due to matching curb flow lines and handicap ramps conforming to current City and ADA specifications which would add to the proposal estimate. It is also understood that DR Horton will be responsible for damage to the concrete and subsequent cost caused by its home building activity. Please review and please contact me with any questions at 303-472-1361.

Sincerely,
Ardell Prins
DR Horton Land Project Manager

Coyote Creek City ROW Concrete Work

Builder: DR Horton City: Ft. Lupton Subdivision: Coyote Creek Filing 2 & 3

Filing 2

Page 1

<u>Address and Description</u>	<u>Combination Curb/Walk</u>	<u>Handicap Ramp</u>
401 Clubhouse Drive 11/1/2	41LF X 48.75/LF = 1998.75	
420 Clubhouse Drive 6/3/2	21LF X 48.75/LF = 1023.75	
440 Clubhouse Drive 7/3/2	72LF X 48.75/LF = 3510.00	
441 Clubhouse Drive 15/1/2	50LF X 48.75/LF = 2437.50	
450 Clubhouse Drive 8/3/2	11LF X 48.75/LF = 536.25	
451 Clubhouse Drive 16/1/2	50LF X 48.75/LF = 2437.50	
461 Clubhouse Drive 17/1/2	50LF X 48.75/LF = 2437.50	
470 Clubhouse Drive 9/3/2	50LF X 48.75/LF = 2437.50	
471 Clubhouse Drive 18/1/2	50LF X 48.75/LF = 2437.50	
481 Clubhouse Drive 19/1/2	27LF X 48.75/LF = 1316.25	
481 Clubhouse Drive 19/1/2		corner ramp = 1450.00
1702 Wagon Wheel Drive 23/1/2	16LF X 48.75/LF = 780.00	
1815 Wagon Wheel Drive 35/5/2	24LF X 48.75/LF = 1170.00	
1825 Wagon Wheel Drive 34/5/2	39LF X 48.75/LF = 1901.25	
1835 Wagon Wheel Drive 33/5/2	30LF X 48.75/LF = 1462.50	(existing lived in home)
1845 Wagon Wheel Drive 32/5/2	10LF X 48.75/LF = 487.50	(existing lived in home)
515 Columbine Avenue 9/4/2	11LF X 48.75/LF = 536.25	
516 Columbine Avenue 1/5/2	56LF X 48.75/LF = 2730.00	
531 Columbine Avenue 8/4/2	10LF X 48.75/LF = 487.50	
532 Columbine Avenue 2/5/2	50LF X 48.75/LF = 2437.50	
548 Columbine Avenue 3/5/2	31LF X 48.75/LF = 1511.25	
563 Columbine Avenue 6/4/2	21LF X 48.75/LF = 1023.75	(existing lived in home)
564 Columbine Avenue 4/5/2	40LF X 48.75/LF = 1950.00	

Filing 2

Page 2

<u>Address and Description</u>	<u>Combination Curb/Walk</u>	<u>Handicap Ramp</u>
579 Columbine Avenue 5/4/2	63LF X 48.75/LF = 3071.25	(existing lived in home)
580 Columbine Avenue 5/5/2	20LF X 48.75/LF = 975.00	
596 Columbine Avenue 6/5/2		corner ramp = 1450.00
1723 Homestead Drive 1/2/2	18LF X 48.75/LF = 877.50	
1723 Homestead Drive 1/2/2		corner ramp = 1450.00
1736 Homestead Drive 4/4/2	19LF X 48.75/LF = 926.25	
1743 Homestead Drive 5/2/2	11LF X 48.75/LF = 536.25	(existing lived in home)
1753 Homestead Drive 7/2/2	34LF X 48.75/LF = 1657.50	
1757 Homestead Drive 8/2/2	20LF X 48.75/LF = 975.00	
1763 Homestead Drive 9/2/2	31LF X 48.75/LF = 1511.25	
1767 Homestead Drive 10/2/2	20LF X 48.75/LF = 975.00	
1773 Homestead Drive 11/2/2	23LF X 48.75/LF = 1121.25	
1773 Homestead Drive 11/2/2		midblock ramp = 1450.00
1803 Homestead Drive 12/2/2	21LF X 48.75/LF = 1023.75	
1807 Homestead Drive 13/2/2	32LF X 48.75/LF = 1560.00	
Filing 2 subtotal	1072LF X 48.75/LF = \$52,260.00	4 ramps X 1450 = \$5800.00

Filing 3

Page 2 Cont.

2220 Coyote Creek Drive 15/1/3	21LF X 48.75/LF = 1023.75	
2230 Coyote Creek Drive 14/1/3	20LF X 48.75/LF = 975.00	
2240 Coyote Creek Drive 13/1/3	19LF X 48.75/LF = 926.25	
2250 Coyote Creek Drive 12/1/3	30LF X 48.75/LF = 1462.50	
2260 Coyote Creek Drive 11/1/3	19LF X 48.75/LF = 926.25	
2270 Coyote Creek Drive 10/1/3	32LF X 48.75/LF = 1560.00	
2270 Coyote Creek Drive 10/1/3		midblock ramp = 1450.00
2280 Coyote Creek Drive 9/1/3	48LF X 48.75/LF = 2340.00	

<u>Address and Description</u>	<u>Combination Curb/Walk</u>	<u>Handicap Ramp</u>
2290 Coyote Creek Drive 8/1/3	37LF X 48.75/LF = 1803.75	
2225 Coyote Creek Drive 14/4/3	25LF X 48.75/LF = 1218.75	
2235 Coyote Creek Drive 13/4/3	25LF X 48.75/LF = 1218.75	
2245 Coyote Creek Drive 12/4/3	31LF X 48.75/LF = 1511.25	
2281 Coyote Creek Drive 39/3/3	56LF X 48.75/LF = 2730.00	(existing lived in home)
2281 Coyote Creek Drive 39/3/3		corner ramp = 1450.00
2291 Coyote Creek Drive 40/3/3	59LF X 48.75/LF = 2876.25	
313 Mustang Avenue 11/4/3	97LF X 48.75/LF = 4728.75	
313 Mustang Avenue 11/4/3		corner ramp = 1450.00
2273 Saddle Back Court 7A/3/3	43LF X 48.75/LF = 2096.25	
2212 Saddle Back Court 5/4/3	10LF X 48.75/LF = 487.50	
Filing 3 subtotal	572LF X 48.75/LF = \$27,885.00	3 ramps X 1450 = \$4350.00
<u>Subdivision Totals</u>	<u>\$80,145.00</u>	<u>\$10,150.00</u>

Coyote Creek ROW Concrete Summary

Filing 2

Combination Curb/Walk R&R	1072LF @ 48.75/LF =	\$52,260.00
Handicap Ramp R&R	4 Ramps @ 1450/	= \$ 5800.00
Property Pin Replace	13 pins @ 150/	= \$ 1950.00
<u>Exist. Home Landscape Repair</u>	<u>5 homes @ 200/</u>	<u>= \$ 1000.00</u>
Filing 2 Subtotal		\$ 61,010.00

Filing 3

Combination Curb/Walk R&R	572LF @ 48.75/LF =	\$ 27,885.00
Handicap Ramp R&R	3 Ramps @ 1450/	= \$ 4350.00
Property Pin Replace	8 pins @ 150/	= \$ 1200.00
<u>Exist. Home Landscape Repair</u>	<u>1 home @ 200/</u>	<u>= \$ 200.00</u>
Filing 3 Subtotal		\$ 33,635.00

Estimate Grand Total **\$94,645.00**

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS Agreement is entered into by and between the City of Fort Lupton, Colorado (hereinafter "City") and DR Horton (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 in accordance with City standard specifications set forth and incorporated herein as **Exhibit A**. Contractor shall provide all insurance as required by Exhibit A prior to commencement of work.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth in the city specifications and the Contractor's Bid proposal set forth as **Exhibit A**. In the event of any conflict between any of these documents, the Exhibit A 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 May 1, 2017.

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 not to exceed \$100,000.00, 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. **WARRANTY.** All warranties for work performed by the Contractor, repairs to be made or service calls required to be attended to by Contractor shall be as set forth and required by Exhibit A and by Colorado law. Contractor shall notify the City when the scope of work is completed and the City shall confirm completion of the work, in the City's sole discretion. Once the scope of work is confirmed by the City as completed, the Notice of Commencement of Warranty (**Exhibit B attached hereto and incorporated herein**) will be tendered by the City. The warranty period shall only commence upon execution and tendering of Exhibit C to the Contractor by the City and said warranty shall continue for the warranty period set forth in the contract.

7. **AMENDMENT/NO ASSIGNMENT.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

8. **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.

9. **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.

10. **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 _____ DAY OF _____, 2015.

CITY OF FORT LUPTON, COLORADO

BY: _____
TITLE: _____

CONTRACTOR:

BY: _____
TITLE: _____



COME PAINT YOUR FUTURE WITH US

Mayor/Council

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortlupton.org

Upcoming Events

- | | |
|--------------|---|
| May 11, 2016 | Town Hall Meeting – City Hall, 130 S McKinley Avenue-
6:30-7:30 P.M. |
| 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. |