



**CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, September 20, 2022
6:00 PM
130 South McKinley Avenue**

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

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

Call to Order

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Review of Accounts Payables

a. September 20, 2022 Accounts Payable

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

- a. September 06, 2022 City Council Meeting Minutes**
- b. AM 2022-141 Approve the 2023 Colorado Big Thompson (CBT) Assessment From Northern Colorado Water Conservancy District (NCWCD) for an Amount Not to Exceed \$158,502.85**
- c. AM 2022-142 Accepting the 2023 CIRSA Property Casualty, Renewal Quotation Estimated to be \$393,499.45**
- d. AM 2022-145 Approve an IGA for Shared Victim Services Between the City of Brighton, Commerce City, City of Lochbuie and the City of Fort Lupton for Victim Advocate Services Beginning on January 1, 2023 With an Initial Annual Fee of \$52,428.08**
- e. AM 2022-146 Ratify Mayor's Signature on the Denver Water Non-Disclosure Agreement**

Action Memorandum

- a. AM 2022-143 Accepting an Application and Approving a Resolution Establishing All of the City of Fort Lupton as the Neighborhood for the Application Submitted by El Reparo Mexican & Grill, Inc. for a Hotel and Restaurant Liquor License at 815 7th Street Unit A & B and Setting a Public Hearing for October 18, 2022, for Consideration of the Application**
- b. AM 2022-144 Accepting an Application and Approving a Resolution Establishing All of the City of Fort Lupton as the Neighborhood for the Application Submitted by Family Dollar Stores of Colorado, LLC dba Family Dollar #25949 for a Fermented Malt**

Beverage ("FMB") Off-Premises License at 130 S. Denver Ave. and Setting a Public
Hearing for October 18, 2022, for Consideration of the Application

Staff Reports

Mayor/Council Reports

Future City Events

a. September 20, 2022 Upcoming Events

Executive Session 5. "To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)." golf course

Adjourn

Check Report

By Check Number

City of Fort Lupton

Date Range: 09/07/2022 - 09/20/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Golf Course-Golf Course						
000024	ACE HARDWARE OF FORT LUPTON	09/13/2022	Regular	0.00	49.32	85400
95543	Invoice	08/24/2022	GOLF-PAINT-MAINT	0.00	42.74	
95642	Invoice	08/30/2022	GOLF-ADAPTOR/BUSHING-MAINT	0.00	6.58	
002723	EAGLE ROCK COMPANY OF COLO	09/13/2022	Regular	0.00	1,204.86	85401
9077815	Invoice	09/06/2022	GOLF-BEVERAGES-PRO SHOP	0.00	115.46	
9077816	Invoice	09/06/2022	GOLF-BEVERAGES-PRO SHOP	0.00	863.40	
9077817	Invoice	09/06/2022	GOLF-BEVERAGES-PRO SHOP	0.00	226.00	
002011	FRONT RANGE LUMBER COMPANY	09/13/2022	Regular	0.00	42.54	85402
139	Invoice	08/24/2022	GOLF-FURRING STRIPS-MAINT	0.00	42.54	
000567	HIGH COUNTRY BEVERAGE CORP	09/13/2022	Regular	0.00	1,432.95	85403
W-6311173	Invoice	09/06/2022	GOLF-BEVERAGES-PRO SHOP	0.00	1,425.45	
W-6311174	Invoice	09/06/2022	GOLF-BEVERAGES-PRO SHOP	0.00	7.50	
001530	TARGET SPECIALTY PRODUCTS	09/13/2022	Regular	0.00	629.42	85404
INVP500904984	Invoice	08/26/2022	GOLF-ESPLANADE-MAINT	0.00	348.80	
INVP500904986	Invoice	08/26/2022	GOLF-SPECTICLE FLO AGENCY-MAINT	0.00	280.62	
000024	ACE HARDWARE OF FORT LUPTON	09/20/2022	Regular	0.00	67.66	85405
95777	Invoice	09/09/2022	GOLF-WD40-PRO SHOP	0.00	6.99	
95804	Invoice	09/12/2022	GOLF-SUPPLIES-PRO SHOP	0.00	60.67	
000160	BREAKTHRU BEVERAGE COLORADO	09/20/2022	Regular	0.00	1,114.49	85406
345492514	Invoice	08/31/2022	GOLF-BEVERAGES-PRO SHOP	0.00	1,114.49	
002853	BUCKEYE CLEANING CENTER	09/20/2022	Regular	0.00	496.57	85407
90440076	Invoice	08/29/2022	GOLF-JANITORIAL SUPPLIES-PRO SHOP	0.00	221.79	
90441155	Invoice	09/01/2022	GOLF-JANITORIAL SUPPLIES-PRO SHOP	0.00	274.78	
000183	CALLAWAY GOLF SALES COMPANY	09/20/2022	Regular	0.00	782.40	85408
935453273	Invoice	09/06/2022	GOLF-MERCHANDISE-PRO SHOP	0.00	782.40	
000239	CITY OF FORT LUPTON	09/20/2022	Regular	0.00	130,618.72	85409
FIN2022256	Invoice	09/02/2022	Golf ComData Purchases	0.00	920.75	
FIN2022262	Invoice	09/09/2022	GOLF-PAYROLL EXPENSE 7/23-8/5/22 PAID 8...	0.00	43,628.54	
FIN2022264	Invoice	09/09/2022	GOLF-PAYROLL EXPENSE 8/6-8/19/22 PAID 8...	0.00	44,564.30	
FIN2022266	Invoice	09/12/2022	GOLF-PAYROLL EXPENSE 8/20-9/2/22 PAID 9...	0.00	41,505.13	
000241	CITY OF FT LUPTON-UTIL INVOICE	09/20/2022	Regular	0.00	2,444.57	85410
110249001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-Golf	0.00	493.18	
110252001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-Golf	0.00	1,772.37	
110252101 AUG22	Invoice	08/31/2022	Water/Sewer Bill-Golf	0.00	129.15	
770214501 AUG22	Invoice	08/31/2022	Water/Sewer Bill-Golf	0.00	49.87	
002878	DC DIRTWORKS LLC	09/20/2022	Regular	0.00	95.00	85411
08-30-2022	Invoice	08/30/2022	GOLF-BACKFLOW PREVENTER VALVE-PRO S...	0.00	95.00	
002723	EAGLE ROCK COMPANY OF COLO	09/20/2022	Regular	0.00	212.90	85412
8944511	Invoice	08/01/2022	GOLF-BEVERAGES-PRO SHOP	0.00	212.90	
000865	OFFICE DEPOT	09/20/2022	Regular	0.00	55.79	85413
258664013001	Invoice	08/23/2022	GOLF-OFFICE SUPPLIES-PRO SHOP	0.00	55.79	
000999	SHAMROCK FOODS COMPANY	09/20/2022	Regular	0.00	4,284.59	85414
26233029/8342529	Credit Memo	08/31/2022	GOLF-RETURN-PRO SHOP	0.00	-104.79	

Check Report

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
26253065	Invoice	09/05/2022	GOLF-FOOD/PACKAGING-PRO SHOP	0.00	3,263.61	
26253065/8347194	Credit Memo	09/07/2022	GOLF-RETURN-PRO SHOP	0.00	-53.63	
26262956	Invoice	09/08/2022	GOLF-FOOD/PACKAGING-PRO SHOP	0.00	1,005.12	
26262957	Invoice	09/08/2022	GOLF-FOOD/PACKAGING-PRO SHOP	0.00	174.28	
001022	SOUTHERN GLAZER'S OF CO	09/20/2022	Regular	0.00	290.94	85415
2900512	Invoice	08/31/2022	GOLF-BEVERAGES-PRO SHOP	0.00	290.94	
000246	SRIXON/CLEVELAND GOLF/XX10	09/20/2022	Regular	0.00	575.94	85416
7119486 SO	Invoice	08/22/2022	GOLF-MERCHANDISE-PRO SHOP	0.00	575.94	
001052	SWIRE COCA-COLA, USA	09/20/2022	Regular	0.00	1,045.06	85417
24908202088	Invoice	08/01/2022	GOLF-BEVERAGES-PRO SHOP	0.00	637.88	
24908202636	Invoice	09/09/2022	GOLF-BEVERAGES-PRO SHOP	0.00	79.84	
24908202637	Invoice	09/09/2022	GOLF-BEVERAGES-PRO SHOP	0.00	327.34	
001895	TERMINIX	09/20/2022	Regular	0.00	152.00	85418
424107521	Invoice	08/25/2022	GOLF-PEST CONTROL-PRO SHOP	0.00	152.00	
001137	UNITED POWER	09/20/2022	Regular	0.00	4,843.98	85419
1194602 SEP22	Invoice	09/06/2022	United Power	0.00	1,097.84	
1195001 SEP22	Invoice	09/06/2022	United Power	0.00	3,558.85	
1195701 SEP22	Invoice	09/06/2022	United Power	0.00	133.90	
19595600 SEP22	Invoice	09/06/2022	United Power	0.00	24.64	
6601202 SEP22	Invoice	09/06/2022	United Power	0.00	28.75	
001594	WILBUR-ELLIS COMPANY LLC	09/20/2022	Regular	0.00	846.85	85420
15322845	Invoice	08/31/2022	GOLF-IRRIGATION SUPPLIES-MAINT	0.00	846.85	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	44	21	0.00	151,286.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	44	21	0.00	151,286.55

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
003126	JEFF GRAY	09/08/2022	Regular	0.00	1,500.00	72245
TD09062022	Invoice	09/06/2022	GF-Trapper Days Photography-Comm Events	0.00	1,500.00	
001301	AAA AUTO PARTS INC	09/13/2022	Regular	0.00	77.50	72246
147258	Invoice	08/01/2022	GF-STEERING STABILIZER-STREETS	0.00	48.92	
149678	Invoice	08/22/2022	UF-EMBLEM-W LINES	0.00	28.58	
001293	AMAZON.COM	09/13/2022	Regular	0.00	1,308.07	72247
1QMP-HFPR-XCRI	Invoice	09/06/2022	Amazon - Orders	0.00	1,308.07	
002257	ANACONDA NETWORKS INC	09/13/2022	Regular	0.00	32.00	72248
5953	Invoice	09/06/2022	Anaconda - Fix of CradlePoint	0.00	32.00	
000102	ASPHALT SPECIALTIES CO	09/13/2022	Regular	0.00	1,144.80	72249
090822	Invoice	09/08/2022	UF-HYD METER DEP REFUND FIN2022259-UB	0.00	1,144.80	
001820	BADGER METER	09/13/2022	Regular	0.00	1,130.95	72250
80106771	Invoice	08/30/2022	UF-BEACON HOSTING/CELL LTE SERV-W LIN...	0.00	1,130.95	
001646	BANK OF COLORADO	09/13/2022	Regular	0.00	466.16	72251
0227 SEP22	Invoice	09/01/2022	UF-AUG22 CNG FUEL PURCHASES-W LINES	0.00	466.16	
002853	BUCKEYE CLEANING CENTER	09/13/2022	Regular	0.00	368.37	72252
90439649	Invoice	08/25/2022	GF-JANITORIAL SUPPLIES-FAC	0.00	368.37	
003071	CASSIHISE PHOTOGRAPY	09/13/2022	Regular	0.00	112.50	72253
090722	Invoice	09/07/2022	GF-SPAGHETTI DINNER FOOTAGE-COM EVE...	0.00	112.50	
000230	CINTAS FIRST AID & SAFETY	09/13/2022	Regular	0.00	93.24	72254
5121873772	Invoice	08/24/2022	REC-FIRST AID SUPPLIES	0.00	93.24	
000241	CITY OF FT LUPTON-UTIL INVOICE	09/13/2022	Regular	0.00	70,661.25	72255
110035001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	1,955.95	
110221001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	389.35	
110222001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	911.95	
110251001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	914.97	
330025001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	281.65	
330031001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	1,587.55	
330045001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	188.63	
330166001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	308.16	
330920000 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	34.67	
550055501 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	163.21	
550057001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	548.00	
550057601 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	2,750.83	
550057701 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	25,556.57	
660092001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	496.75	
770109501 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	34.65	
770116501 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	917.66	
770229001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	647.35	
770229501 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	3,370.86	
770229601 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	35.96	
770231101 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	200.19	
990004001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	196.66	
990004101 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	96.75	
990005001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	268.32	
990006001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	171.47	
990007001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	181.45	
990008001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	105.25	
990132001 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	27,984.11	
999910000 AUG22	Invoice	08/31/2022	Water/Sewer Bill-City	0.00	362.33	
	Void	09/13/2022	Regular	0.00	0.00	72256

Check Report

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000247	CLIFTONLARSONALLEN LLP	09/13/2022	Regular	0.00	4,866.75	72257
3381122	Invoice	08/24/2022	GF-GAXB87 Implementation Services-Finance	0.00	1,275.75	
3402078	Invoice	09/02/2022	GF-GAXB87 Implementation Services-Finance	0.00	3,591.00	
002266	COLORADO PAVING INC	09/13/2022	Regular	0.00	423,848.94	72258
2021-907-1	Invoice	08/30/2022	SST-CO#2 College & 9th Project-Streets	0.00	180,178.08	
2021-907-2	Invoice	08/30/2022	SST - CO #3 9th St Paving + College Ave	0.00	243,670.86	
000307	COMCAST CABLE COMM, LLC	09/13/2022	Regular	0.00	327.54	72259
0124495 SEP22	Invoice	08/25/2022	CPR-CABLE-COM CTR	0.00	140.69	
0147405 SEP22	Invoice	08/20/2022	CPR-INTERNET/PHONE-MUSEUM	0.00	186.85	
001517	CORE&MAIN LP	09/13/2022	Regular	0.00	1,317.30	72260
R403976	Invoice	08/17/2022	UF-METER SUPPLIES-W LINES	0.00	639.50	
R435823	Invoice	08/23/2022	UF-HYDRANT OIL/SEALANT-W LINES	0.00	677.80	
003072	DANIEL LEFFORGE	09/13/2022	Regular	0.00	17.08	72261
090822	Invoice	09/08/2022	GF-REIMBURSE CDL FEES-PW SHOP	0.00	17.08	
000372	DELL MARKETING LP	09/13/2022	Regular	0.00	1,922.90	72262
10608332164	Invoice	08/19/2022	Dell ProSupport Server R430 (84VZSD2)	0.00	643.50	
10609592020	Invoice	08/24/2022	Dell Laptops and Docking Units	0.00	1,279.40	
002899	DIG DEEP RESEARCH, LLC	09/13/2022	Regular	0.00	13,750.00	72263
1888	Invoice	09/01/2022	GF-Grant Research Services-Misc	0.00	5,000.00	
1889	Invoice	08/31/2022	GF- Dig Deep Grant Svcs - Misc	0.00	8,750.00	
000445	EWING IRRIGATION PRODUCTS INC	09/13/2022	Regular	0.00	285.00	72264
17540707	Invoice	08/10/2022	CPR-FITNESS COURT ROCK-COM CTR	0.00	285.00	
002222	GREELEY LOCK & KEY	09/13/2022	Regular	0.00	2,146.00	72265
0000016712	Invoice	09/06/2022	Brivo Annual Invoice 0000016712	0.00	359.76	
0000016713	Invoice	09/06/2022	Brivo Annual 3-12 (Invoice 0000016713)	0.00	1,542.24	
0000018169	Invoice	08/29/2022	GF-LOCKSMITH SERVICE-FAC	0.00	244.00	
002674	HAYES POZNANOVIC KORVER, LLC	09/13/2022	Regular	0.00	2,691.00	72266
46513	Invoice	09/01/2022	WST-AUG22 LEGAL FEES-WATER	0.00	2,691.00	
000588	ID EDGE INC	09/13/2022	Regular	0.00	211.20	72267
97658	Invoice	08/23/2022	REC-INK RIBBON	0.00	211.20	
000599	INSTRUMENT & SUPPLY WEST,INC	09/13/2022	Regular	0.00	205.76	72268
005063-IN	Invoice	08/18/2022	UF-SOLENOID-W LINES	0.00	205.76	
003127	KARLA AMAYA	09/13/2022	Regular	0.00	255.00	72269
2007007	Invoice	08/29/2022	REC-SWIM LESSON REFUND	0.00	255.00	
003101	LANGUAGELINE SOLUTIONS	09/13/2022	Regular	0.00	99.00	72270
80337	Invoice	08/31/2022	GF-BALLOT ISSUE QUESTIONS-CITY CL	0.00	99.00	
000861	NVAA	09/13/2022	Regular	0.00	780.00	72271
2022 FALL VOLLEY...	Invoice	09/02/2022	CPR-FALL VOLLEYBALL FEES-ATHL	0.00	780.00	
000869	OPERATIONS MANAGEMENT INT	09/13/2022	Regular	0.00	123,747.00	72272
351230-23-10	Invoice	10/01/2022	OMI Monthly Allocations	0.00	123,747.00	
000862	O'REILLY AUTO PARTS	09/13/2022	Regular	0.00	1,122.20	72273
4489-384365	Invoice	08/01/2022	GF-AIR PUMP RELAY-STREETS	0.00	24.14	
4489-394125	Invoice	08/01/2022	UF-OIL FITLER,FUEL FILTER,AIR FILTER-W LIN...	0.00	302.39	
4489-394129	Invoice	08/01/2022	UF-OIL/WIPER FLUID-W LINES	0.00	192.30	
4489-394300	Invoice	08/01/2022	UF-AIR FILTERS-W LINES	0.00	6.18	
4489-395884	Invoice	08/03/2022	GF-GLOVES/OIL-PW SHOP	0.00	260.94	
4489-395885	Invoice	08/03/2022	GF-DEF-STREETS	0.00	302.40	
4489-396333	Invoice	08/05/2022	UF-SHIFT TUBE-W LINES	0.00	33.85	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000896	PETTY CASH-FINANCE	09/13/2022	Regular	0.00	139.40	72274
090122	Invoice	09/01/2022	GF-PETTY CASH REIMBURSEMENT	0.00	139.40	
001643	PROCEDURE INC	09/13/2022	Regular	0.00	63,699.96	72275
2043	Invoice	09/01/2022	GF-AUG22 INSPECTION FEES-BUILDING INSP	0.00	63,699.96	
002265	QUADIENT FINANCE USA INC	09/13/2022	Regular	0.00	270.00	72276
7446 JUL22	Invoice	09/01/2022	GF-JUL22 POSTAGE RECHARGE	0.00	270.00	
000931	R & L TIRES	09/13/2022	Regular	0.00	80.00	72277
45316	Invoice	08/31/2022	UF-TIRE MOUNT/DISMOUNT-S LINES	0.00	80.00	
002659	TAIT & ASSOCIATES, INC.	09/13/2022	Regular	0.00	21,023.50	72278
151505	Invoice	08/14/2022	SST-Harrison 1st-9th Engineering Change Or...	0.00	21,023.50	
001120	TRUDILIGENCE LLC	09/13/2022	Regular	0.00	23.24	72279
48109	Invoice	08/31/2022	GF-BACKGROUND CHECKS-HR	0.00	23.24	
002084	UNITED SITE SERVICES	09/13/2022	Regular	0.00	338.75	72280
114-12964782	Invoice	08/01/2022	GF-PORTABLE RESTROOM SERVICE-PARKS	0.00	338.75	
001149	UTILITY NOTIFICATION CENTER	09/13/2022	Regular	0.00	418.60	72281
222080612	Invoice	08/31/2022	SSTX-AUG22 RTL TRANSMISSIONS-STREETS	0.00	418.60	
001156	VERIZON WIRELESS SVCS LLC	09/13/2022	Regular	0.00	4,358.28	72282
9914445140	Invoice	08/26/2022	Verizon Bill	0.00	4,358.28	
001963	WASTE CONNECTIONS OF COLO, INC	09/13/2022	Regular	0.00	1,389.72	72283
6487822V311	Invoice	09/01/2022	UF-AUG22 TRASH SERVICES-UB	0.00	283.53	
6487983V311	Invoice	09/01/2022	GF-AUG22 TRASH SERVICE-FAC	0.00	132.31	
6487984V311	Invoice	09/01/2022	GF-AUG22 TRASH SERVICE-PW	0.00	191.88	
6487985V311	Invoice	09/01/2022	CPR-AUG22 TRASH SERVICES-COM CTR	0.00	342.31	
6487987V311	Invoice	09/01/2022	GF-AUG22 TRASH SERVICES-PARKS	0.00	112.18	
6491145V311	Invoice	09/01/2022	CPR-FITNESS COURT-COM CTR	0.00	327.51	
001224	XCEL ENERGY-GAS	09/13/2022	Regular	0.00	207.29	72284
794145543	Invoice	08/30/2022	CPR-AUG22 GAS BILL-MUSEUM	0.00	207.29	
003129	NICHOLAS JOSELUIS MANZANARES	09/13/2022	Regular	0.00	380.00	72285
090122	Invoice	09/01/2022	GF-RESTITUTION E0020141-1	0.00	380.00	
000031	ADAMSON POLICE PRODUCTS	09/20/2022	Regular	0.00	754.62	72286
INV382704	Invoice	08/15/2022	GF-UNIFORMS-PD	0.00	316.69	
INV382710	Invoice	08/15/2022	GF-UNIFORMS-PD	0.00	80.95	
INV383434	Invoice	08/26/2022	GF-UNIFORMS-PD	0.00	132.88	
INV383494	Invoice	08/29/2022	GF-UNIFORMS-PD	0.00	189.95	
INV383591	Invoice	08/30/2022	GF-UNIFORMS-CODE	0.00	34.15	
003132	ANTHONY MIRELEZ	09/20/2022	Regular	0.00	1,250.00	72287
091222	Invoice	09/12/2022	GF-E0024780 GONZALO MAGANA ALVAREZ-...	0.00	1,250.00	
000108	AUSMUS LAW FIRM PC	09/20/2022	Regular	0.00	1,800.00	72288
7754	Invoice	09/06/2022	GF-PROSECUTOR SERVICES-COURT	0.00	1,800.00	
000306	COMCAST BUSINESS	09/20/2022	Regular	0.00	2,228.66	72289
154015037	Invoice	09/01/2022	GF-COMCAST BILL AUG22	0.00	2,228.66	
000307	COMCAST CABLE COMM, LLC	09/20/2022	Regular	0.00	174.80	72290
0116038 SEP22	Invoice	08/27/2022	REC-SEP22 PHONE SERVICE	0.00	174.80	
000316	COOKS INTERIORS	09/20/2022	Regular	0.00	313.99	72291
9922	Invoice	09/08/2022	CPR-CARPET INSTALL-COM CTR	0.00	313.99	
002094	DOOLEY ENTERPRISES INC	09/20/2022	Regular	0.00	6,898.57	72292
63788	Invoice	08/31/2022	Training Ammunition	0.00	6,898.57	

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Date Range: 09/07/2022 - 09/20/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
002821	FIESTA TIME INC	09/20/2022	Regular	0.00	1,575.00	72293
5240	Invoice	09/10/2022	GF-TRAPPERS DAY RENTALS-COM EVENTS	0.00	1,575.00	
002568	FORT LUPTON CAR WASH	09/20/2022	Regular	0.00	312.50	72294
391	Invoice	08/31/2022	GF-VEHICLE MAINTENANCE-PD	0.00	312.50	
000546	GREEN MILL SPORTSMAN'S CLUB	09/20/2022	Regular	0.00	150.00	72295
108	Invoice	09/04/2022	GF-RANGE USE-PD	0.00	150.00	
002952	HENRY A BENNETT III	09/20/2022	Regular	0.00	275.00	72296
111-2	Invoice	08/25/2022	GF-ENTERTAINMENT SPAGHETTI DINNER-C...	0.00	275.00	
003101	LANGUAGELINE SOLUTIONS	09/20/2022	Regular	0.00	27.88	72297
10614954	Invoice	08/31/2022	GF-INTERPRETATION SERVICES-PD	0.00	27.88	
000859	NORTHWEST PARKWAY LLC	09/20/2022	Regular	0.00	8.90	72298
12740132	Invoice	08/29/2022	GF-TOLL FEES-PD	0.00	8.90	
000865	OFFICE DEPOT	09/20/2022	Regular	0.00	493.16	72299
2555034847002	Invoice	08/11/2022	GF-PAPER-PW	0.00	16.99	
260765753001	Invoice	08/22/2022	GF-TONER-COURTS	0.00	381.92	
262774175001	Invoice	08/22/2022	GF-BATTERIES/TONER-ADMIN	0.00	94.25	
000916	PRAIRIE MOUNTAIN MEDIA	09/20/2022	Regular	0.00	1,631.00	72300
0000320478	Invoice	08/31/2022	CPR-FALL BROCHURE-ATHL	0.00	1,631.00	
000932	R & M SERVICES	09/20/2022	Regular	0.00	577.56	72301
10683	Invoice	08/05/2022	GF-VEHICLE MAINTENANCE-PD	0.00	392.83	
10684	Invoice	08/15/2022	GF-VEHICLE MAINTENANCE-PD	0.00	102.61	
10686	Invoice	08/24/2022	GF-VEHICLE MAINTENANCE-PD	0.00	82.12	
002873	SOUL FOOD BAND	09/20/2022	Regular	0.00	1,000.00	72302
091222	Invoice	09/12/2022	GF-TRAPPERS DAY BAND-COM EVENTS	0.00	1,000.00	
001624	STATE OF COLORADO	09/20/2022	Regular	0.00	7,664.03	72303
2789-23	Invoice	08/31/2022	UF-BILLS/LATE NOTICES-UB	0.00	2,657.22	
29887-22	Invoice	08/01/2022	UF-BILLS/LATE NOTICES-UB	0.00	2,738.98	
98-23	Invoice	08/01/2022	UF-BILLS/LATE NOTICES-UB	0.00	2,267.83	
002967	SYNERGETIC STAFFING LLC	09/20/2022	Regular	0.00	1,029.20	72304
21011016	Invoice	09/06/2022	GF-A.ROMERO TEMP LABOR-PARKS	0.00	1,029.20	
001101	TODD HODGES DESIGN, LLC	09/20/2022	Regular	0.00	9,433.75	72305
3459	Invoice	09/12/2022	GF-PLANNING SRVCS 8/29-9/11/2-PLANNING	0.00	9,433.75	
001137	UNITED POWER	09/20/2022	Regular	0.00	38,645.22	72306
10553102 SEP22	Invoice	09/06/2022	United Power	0.00	22.35	
1195501 SEP22	Invoice	09/06/2022	United Power	0.00	1,884.83	
1195603 SEP22	Invoice	09/06/2022	United Power	0.00	28.49	
1196401 SEP22	Invoice	09/06/2022	United Power	0.00	33.82	
1207701 SEP22	Invoice	09/06/2022	United Power	0.00	21.05	
1223101 SEP22	Invoice	09/06/2022	United Power	0.00	20.00	
1240301 SEP22	Invoice	09/06/2022	United Power	0.00	99.40	
1241801 SEP22	Invoice	09/06/2022	United Power	0.00	495.45	
1241903 SEP22	Invoice	09/06/2022	United Power	0.00	155.72	
1276101 SEP22	Invoice	09/06/2022	United Power	0.00	445.21	
1279801 SEP22	Invoice	09/06/2022	United Power	0.00	24.72	
1295501 SEP22	Invoice	09/06/2022	United Power	0.00	88.34	
1296101 SEP22	Invoice	09/06/2022	United Power	0.00	787.87	
1299501 SEP22	Invoice	09/06/2022	United Power	0.00	112.00	
1302801 SEP22	Invoice	09/06/2022	United Power	0.00	2,181.30	
1302901 SEP22	Invoice	09/06/2022	United Power	0.00	94.22	
1316801 SEP22	Invoice	09/06/2022	United Power	0.00	794.67	
1322501 SEP22	Invoice	09/06/2022	United Power	0.00	4,864.16	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1360303 SEP22	Invoice	09/06/2022	United Power	0.00	45.50	
13842400 SEP22	Invoice	09/06/2022	United Power	0.00	58.04	
14427100 SEP22	Invoice	09/06/2022	United Power	0.00	117.41	
15232500 SEP22	Invoice	09/06/2022	United Power	0.00	22.16	
17149700 SEP22	Invoice	09/06/2022	United Power	0.00	53.16	
17761600 SEP22	Invoice	09/06/2022	United Power	0.00	20.12	
17868800 SEP22	Invoice	09/06/2022	United Power	0.00	20.00	
18057500 SEP22	Invoice	09/06/2022	United Power	0.00	476.80	
18498400 SEP22	Invoice	09/06/2022	United Power	0.00	468.84	
18762100 SEP22	Invoice	09/06/2022	United Power	0.00	22.17	
19545100 SEP22	Invoice	09/06/2022	United Power	0.00	394.53	
20040100SEP22	Invoice	09/06/2022	United Power	0.00	186.97	
21675200 SEP22	Invoice	09/06/2022	United Power	0.00	193.35	
21675300 SEP22	Invoice	09/06/2022	United Power	0.00	122.71	
22185901 SEP22	Invoice	09/06/2022	United Power	0.00	20.33	
3399301 SEP22	Invoice	09/06/2022	United Power	0.00	52.13	
6612303 SEP22	Invoice	09/06/2022	United Power	0.00	21.07	
6779701 SEP22	Invoice	09/06/2022	United Power	0.00	8,607.02	
704901 SEP22	Invoice	09/06/2022	United Power	0.00	8,485.53	
7225800 SEP22	Invoice	09/06/2022	United Power	0.00	21.63	
726705 SEP22	Invoice	09/06/2022	United Power	0.00	20.00	
7280200 SEP22	Invoice	09/06/2022	United Power	0.00	21.59	
733101 SEP22	Invoice	09/06/2022	United Power	0.00	208.25	
762901 SEP22	Invoice	09/06/2022	United Power	0.00	29.82	
803908 SEP22	Invoice	09/06/2022	United Power	0.00	6,191.27	
8976200 SEP22	Invoice	09/06/2022	United Power	0.00	611.22	
	Void	09/20/2022	Regular	0.00	0.00	72307
	Void	09/20/2022	Regular	0.00	0.00	72308
003131	VALERIE BLACKSTON	09/20/2022	Regular	0.00	45.06	72309
090922	Invoice	09/09/2022	GF-TRAPPERS PARADE CANDY-LEGIS	0.00	45.06	
001153	VALLEY FIRE EXTINGUISHER	09/20/2022	Regular	0.00	337.00	72310
152341	Invoice	08/31/2022	GF-FIRE EXTINGUISHER INSPECTION-PD	0.00	337.00	
001189	WELD COUNTY ACCTG DEPART	09/20/2022	Regular	0.00	10,047.12	72311
091222	Invoice	09/12/2022	GF-AUG22 FUEL PURCHASES	0.00	10,047.12	
001199	WELD COUNTY PUBLIC SAFETY IT	09/20/2022	Regular	0.00	930.00	72312
FORTLUPTONPD-0...	Invoice	09/05/2022	GF-NETMOTION LICENSES-PD RECORDS	0.00	930.00	
001700	ZOE ANNE STIEBER HUBBARD	09/20/2022	Regular	0.00	44.06	72313
090822	Invoice	09/08/2022	GF-TRAPPERS PARADE CANDY-LEGIS	0.00	44.06	
000119	BANK OF COLORADO	09/09/2022	Bank Draft	0.00	6,607.04	DFT0002028
INV0001248	Invoice	09/09/2022	HSA DISTRIBUTION	0.00	6,607.04	
000119	BANK OF COLORADO	09/09/2022	Bank Draft	0.00	675.83	DFT0002029
INV0001249	Invoice	09/09/2022	HSA DISTRIBUTION	0.00	675.83	
001416	VALIC_1	09/09/2022	Bank Draft	0.00	34,638.09	DFT0002030
INV0001250	Invoice	09/09/2022	VALIC - 457(b) \$ Contributions	0.00	34,638.09	
001265	IRS	09/09/2022	Bank Draft	0.00	60,008.65	DFT0002031
INV0001251	Invoice	09/09/2022	Federal Withholding	0.00	60,008.65	
001418	CO DEPARTMENT OF REVENUE	09/09/2022	Bank Draft	0.00	11,115.00	DFT0002032

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0001252	Invoice	09/09/2022	CO Withholding	0.00	11,115.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	166	66	0.00	834,463.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	113,044.61
EFT's	0	0	0.00	0.00
	171	74	0.00	947,507.94

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	210	87	0.00	985,749.88
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	113,044.61
EFT's	0	0	0.00	0.00
	215	95	0.00	1,098,794.49

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	9/2022	151,286.55
999	POOLED CASH/CONSOLIDATED CASH	9/2022	947,507.94
			1,098,794.49

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 6, 2022**

The City Council of the City of Fort Lupton met in a regular session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Tuesday, September 6, 2022. Mayor Zo Hubbard called the meeting to order at 6:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

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

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

PERSONS TO ADDRESS COUNCIL

Barbara Kirkmeyer, who resides on County Road 4 and is currently State Senator, addressed the Council stating that she is a candidate for new Congressional District C-D8. C-D8 is a new district that includes Fort Lupton and other surrounding municipalities. She spoke about working on public safety and transportation of the Hwy 85 corridor. She asked Council to continue thinking of her as a resource, just as she was when she was County Commissioner. Ms. Kirkmeyer mentioned her long time history with the City including being on the Fort Lupton Urban Renewal Authority ("FLURA"), serving on the Recreation Center Committee when it was first built with Mayor Phil Jennings and her children and grandchildren attending the school district. Ms. Kirkmeyer expressed honor to serve and work with the City.

Mayor Hubbard thanked Senator Kirkmeyer.

APPROVAL OF AGENDA

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

PROCLAMATION

On August 25, 2022, Mayor Hubbard proclaimed September 5-10, 2022, to be Bluedevil Week in the City of Fort Lupton and additionally on Monday, September 5, 2022, designated South Denver Avenue to be Bluedevil Way for the week.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the September 6, 2022, payables; there were no questions or comments from

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 6, 2022**

the Mayor or Council.

CONSENT AGENDA

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

- August 16, 2022 City Council Meeting Minutes
- August 30, 2022 City Council Special Meeting Minutes
- Approval of the Second Amendment to the Intergovernmental Agreement with the Colorado Rangers (AM 2022-139)
- APPROVING RESOLUTION 2022R058 APPOINTING STEPHEN P. HASLER AS A GOVERNOR TO THE COLORADO RANGERS LAW ENFORCEMENT SHARED RESERVED BOARD (AM 2022-140).

Motion passed unanimously on roll call vote.

PUBLIC HEARING

AM 2022-135 A Resolution Approving a Request for a Site Plan for a RV, Boat, and Limited Heavy Equipment Storage Facility Located on County Road 19. This Site is Situated East and Adjacent to Weld County Road 19 and Approximately 0.13 miles North of Weld County Road 10

Mayor Hubbard opened the public hearing at 6:06 p.m. and asked for a description of the proposal. Molly Nelson, City Planner, stated that County Road 19 Investments LLC (the "Applicant") has submitted a request for a Site Plan RV, Boat, and Limited Heavy Equipment Storage Facility. The proposed use is a specific listed use by right in the 'I-1' Light Industrial Zone District under the prior code. A site plan review, under the prior code, requires a public hearing before Planning Commission and City Council. The Property is located within the 'I-1' Light Industrial Zone District, which lists outdoor storage as a use by right and therefore requires a Site Plan.

The property was annexed in 2018 and was zoned I-1 Light Industrial. The property is approximately 14.25 Acres and is situated east and adjacent to Weld County Road 19 and approximately 0.13 miles north of Weld County Road 10. All notification requirements were met, including posting notice of the hearings on the property at least 15 days prior to this public hearing, mailing notice to property owners within 100 feet of the site, and publishing notice of the hearing at least 15 days prior to the hearing.

Ms. Nelson indicated that there are multiple objections within the packet as well as additional correspondence that was received tonight; all objections have been reviewed. It's been concluded that the Fort Lupton Municipal Code was taken out of context. The objections referenced the municipal code for parking. However, because this project isn't a parking lot, the

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parking code doesn't apply. The objections also mention a failure to send referrals to the state geologist; this is unnecessary for this type of project. Based on the direction by the Planning Commission, the planning department reached out to the City of Dacono, where the City indicated no concerns.

The Planning Director, Todd Hodges, provided the Council with the conditions of approval as listed on the Resolution. Mr. Hodges stated that dust abatement listed, as item 'h' was an addition to the Resolution. Mr. Hodges indicated that the Planning Department reached out to the City of Dacono, and the City of Dacono noted no objections to the zoning or the proposed use.

Kelsey Bruxvoort, with AGPROfessional, 3050 67th Avenue, Greeley, CO 80634, representing County Road 19 Investments provided a presentation. Ms. Bruxvoort stated that the site plan includes RV and boat storage with 412 parking space and commercial vehicle and equipment parking of 12 spaces.

Ms. Bruxvoort stated that Distant Thunder Industrial Subdivision, the neighboring subdivision located within the City of Fort Lupton, received approval from Dacono City council 2 weeks ago from light industrial to rural residential and civic open space. Both the proposal and the Distant Thunder Subdivision are being developed by the same developer. Dacono rezoned Distant Thunder with the knowledge that Zadel Industrial Subdivision is to the south. County Road 19 Investments will be located in Lot 1 of the minor subdivision. Northern Colorado Constructors "NCC" and Kerr McGee are south of the site and permitted as a Use by Special Review. The facility will include all weather gravel surface and a row of evergreen trees on the north side of the site. The Phase II site plan with full build-out will possibility include 2-5,000 square foot buildings. As improvements are constructed, the parking areas will be reduced and screening will be that of a solid fence. Ms. Bruxvoort also provided primary hours of operations with access 24 hours per day Monday thru Sunday. The project meets the requirements of the City of Fort Lupton with adequate conditions of approval for potential impacts.

Mayor Hubbard asked if there are any accommodations to keep the noise levels down during sleeping hours. Ms. Burxvoort stated it will be used mostly for parking vehicles and no trucking operations will be operated from the site.

Mayor Hubbard asked Councilmember Valerie Blackston if she was able to hear and see the entire presentation. Councilmember Blackston answered yes.

Mayor Hubbard asked Kelsey Bruxvoort if she had a full and fair opportunity to present all facts, submittals, documents, testimony and presentations in support of the Applicant's application before the City Council tonight? Ms. Bruxvoort answered 'yes'. Has there been anything that you or the Applicant would have liked to have presented in support of Applicant's application that you feel you were prevented from doing so? Ms. Bruxvoort answered 'no'.

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

Nicki Thompson, resident in the area, stated there is a lot of traffic on the road currently and more traffic is not needed.

Stephanie Vest, resident in the area, stated that she noticed in the meeting minutes that were posted for the planning commission that thirty minutes of meeting was not documented. Her question is how can the planning commission give the city council advice about a project if they don't know what they said. She mentioned that the site plan shows outlot A, however, lot A is owned by a separate owner. She questioned how a separate property is going to build a detention pond without any documentation. She stated that the term parking has been cited frequently in the documents regarding this project and she does not understand how this is not a parking lot as cars will be parked and left on the property. She read parts of the municipal code and stated the screening is not an approved type of screening. She suggested that something better than corrugated metal fencing should be placed since the project is near a residential area. She mentioned that part of the municipal code states that the driveway leading to this facility must be paved. If it is not paved, she stated that mud, rocks, and dirt will be tracked all over County Road 19 which is bound to go through someone's windshield. She stated this facility is something the residents in the area have to live with and drive past and they are asking for the applicant to follow the rules of code and pave the road and put up a nice-looking fence.

Nate McBride, also a resident in the area, stated that while he is not opposed to the project, he questioned why another storage yard was needed when there are other storage yards in the area. He noted that Harold's, a neighboring storage lot, has nice landscaping and fencing. He thanked the comments on the trucking hours which is an area of concern in the County.

Steve Stratton, resident in the area, also made comment regarding the traffic on County Road 19, the potential for accidents, and questioned why another storage facility was needed in the area.

Molly Wright, resident in the area, also made comment regarding the traffic on County Road 19 and the potential for accidents.

Paul, resident in the area, also made comment regarding the traffic on County Road 19 and the potential for accidents.

Steve Lafforge, resident in the area, questioned why so many storage units are needed in the area. He also stated that if the facility is open 24/7 that the trucks will take advantage and be in and out of the facility all night. He also commented on the weight limit of the road. Questioning who enforces the weight limit and if any services such as police and fire will be supplied in the area. He questioned if any landscaping would be planted. Mayor Hubbard asked if he had an opportunity to look at the packet. Mr. Lafforge stated he had not. He also stated that in the presentation by Kelsey Bruxford she said that units would be parked at the facility and in his

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 6, 2022**

mind that is a parking lot.

Ron Haake, resident in the area, asked if there was going to be an overflow pond for the detention pond. He also asked who would be enforcing the landscaping.

Pat Thorpe, resident in the area, stated that he runs machinery up and down the road and as it is now it is already very hard driving the road. He stated that adding RV's is going to make it even harder. He believes that an accel/decel lane should be added. He also stated that the water from the detention pond is going to dump water across the road on to another farm.

Bruce Stratton, a resident of Washington State and professional fire fighter, stated that these things cause problems. He was helping Steve Stratton farm and they were nearly run off the road by the trucks. He stated that on big weekends, people go to pick-up their RV's and they don't know what they're doing and end up running people off the road. He stated that in his career, he has seen these kinds of wrecks many times.

Kelsey Bruxvoort responded to some of the questions raised by the residents. She stated that they were in receipt of the initial letter from Stephanie Vest at the Planning Commission hearing and they were able to have a meeting with staff to go over what needed to be addressed. She stated a couple conditions were added such as the dust abatement. The traffic memo that they submitted was prepared by their engineers and they evaluated the impacts to the road. CDOT returned their referral with no concern. The purpose of the detention pond is designed to capture water. Drainage studies have been conducted to ensure no impacts occur to downstream properties. She stated that they have conditions of approval and have requirements that they have to meet before they can operate on site which should be adequate to address any concerns.

There were no further comments from the public. Mayor Hubbard closed the public hearing at 6:43 p.m.

Discussion occurred between Council and staff. Councilmember Carols Barron stated he also has concerns regarding the impact to traffic. Todd Hodges, Planning Director, stated they have a referral from CDOT. The City of Dacono controls the road to the property and may be the ones who put the weight limit on the road so it would be up to Dacono to enforce the weight limit. Mr. Hodges stated that with the review from CDOT and their approval, staff believes that is sufficient to address the impact of traffic. He also stated that this is a use-by-right which has been annexed and zoned industrial and the impacts have been met with conditions of approval. The applicant shall submit an updated landscape plan that addresses the design and screening. He also mentioned that Weld County, Dacono, and Fort Lupton will work together to ensure the property and roads are maintained. Mr. Hodges recommended that the project move forward. Roy Vestal, Public Works Director, also spoke about the detention pond.

There was no further discussion among the Council.

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September 6, 2022**

It was moved by David Crespín and seconded by Claud Hanes to approve Resolution 2022R059 A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING A SITE PLAN FOR COUNTY ROAD 19 INVESTMENTS LLC SITE PLAN FOR A BOAT, RV, AND LIMITED HEAVY EQUIPMENT STORAGE. Motion passed with '6' yes votes and '1' no vote from Mayor Hubbard.

ACTION MEMORANDUM

AM 2022-134 Approving a Resolution of the City Council of Fort Lupton Initiating Annexation Proceedings for the Annexation Known as High Pointe Hills and Setting the Public Hearing for November 1, 2022

William J. Johanningmeier as the representative party for Highway 52 General Partnership, L.L.P. (the "Applicant") has submitted an annexation petition to initiate annexation proceedings for one parcel of land. The parcel is located south and adjacent to State Highway 52 and approximately 0.25 miles east of County Road 31 (Parcel No. 147103000035). The proposed annexation, known as the High Pointe Hills Annexation, is composed of 181.907 acres, more or less. The resolution is to accept the annexation petition. Approval of the resolution does not constitute approval of the annexation request. Approval of the resolution simply means that there is an interest in considering the annexation, with the final decision to be made by City Council at a public hearing on November 1, 2022.

It was moved by Carlos Barron and seconded by Chris Ceretto to approve Resolution 2022R060 A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS HIGH POINTE HILLS AND SETTING THE PUBLIC HEARING FOR NOVEMBER 1, 2022. Motion passed unanimously on roll call vote.

AM 2022-136 Hire a Full-time Planner I at Earliest Possible Date in the Amount of \$17,200-\$20,000 for Remainder of 2022 and Based on a Full-time Starting Pay Rate of \$50,000-\$7,500 for 2023

This request is to hire a Full Time Planner I at the earliest possible date to cover additional work load that the Planning Department is experiencing due to the increase in economic development and residential growth of the City. The intent is to fill the position at the earliest possible date due to a shortage of staff and assist in planning duties which have increased greatly.

It was moved by Carlos Barron and seconded by David Crespín to approve the hiring of a full-time Planner I at the earliest possible date in the amount of \$17,200-\$20,000 for remainder of 2022 and based on a full-time starting pay rate of \$50,000-\$7,500 for 2023. Motion passed unanimously on roll call vote.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 6, 2022**

AM 2022-138 City Consent to Dissolution of the Cottonwood Greens Metropolitan District No.

1

The City approved the Service Plan for the Cottonwood Greens Metropolitan District No. 1 (the "District") on September 1, 2006. Article XVI of the Service Plan provides, inter alia, that if the District has not issued general obligation bonds on or before December 31, 2012, the City has the right to require the District to dissolve and the District shall do so.

On May 20, 2019, special counsel for the City contacted general counsel for the District, advising him of the requirement to dissolve and advising that the District could avoid dissolution if the District submitted an amended and restated Service Plan in accordance with the City's updated policy with regard to special districts. The deadline by which the District was required to submit the amended and restated Service Plan was December 31, 2019.

On July 31, 2019, the District requested that the deadline to submit an amended and restated service plan be extended to August 1, 2020. This extension was granted by the City.

On July 28, 2020, the District requested that the deadline to submit an amended and restated service plan be further extended to December 31, 2020. This extension was granted by the City.

On December 10, 2020, the District requested that the deadline to submit an amended and restated service plan be further extended to August 31, 2021. This extension was granted by the City; however, the City noted that this would be the final extension granted before dissolution would be required.

The District has not submitted an amended and restated service plan.

It was moved by Bruce Fitzgerald and seconded by Carlos Barron to consent to dissolution of the Cottonwood Greens Metropolitan District No. 1. Motion passed unanimously on roll call vote.

AM 2022-137 Hire a Full-time Design Review Engineer for the Engineering Department for a Maximum not to Exceed \$37,254.38 for Remainder of 2022 and Based on a Full- time Starting Pay Rate of \$64,000-73,600 for 2023

The engineering department requires additional staff to adequately support the Planning Department.

The City is in need of a professional engineer with experience in development design review and permitting for private development within the City. This will take a large load of tasks off of the City Engineer to allow for planning the City systems and managing the Public Works Department. Additional duties of the new position will include master planning, working with the CIP engineer and in-house design projects.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 6, 2022**

Contracting of work tasks was considered, but deemed troublesome. Anticipated questions and review uncertainties would result in nearly as much time as doing the tasks in house. Quantifying the cost of a contract for this effort would be difficult and unpredictable.

It was moved by Claud Hanes and seconded by Carlos Barron to approve the hiring a full-time Design Review Engineer for the Engineering Department for a maximum not to exceed \$37,254.38 for remainder of 2022 and based on a full-time starting pay rate of \$64,000-73,600 for 2023. Motion passed unanimously on roll call vote.

STAFF

The Senior Citizen Advisory Board submitted a Letter of Support of the Recreation Center Ballot Issue to the Council.

MAYOR/COUNCIL REPORTS

EXECUTIVE SESSION

It was moved by Chris Ceretto and seconded by Bruce Fitzgerald to move into Executive Session at 7:16 p.m. "To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)." Annexation Rebates. Motion passed unanimously on roll call vote. The following moved into Executive Session Mayor Hubbard, Councilmembers Chris Ceretto, David Crespin, Claud Hanes, Carlos Barron, Bruce Fitzgerald, City Attorney Andy Ausmus, City Administrator Chris Cross, Planning Director, Todd Hodges and Finance Director Leann Perino. Councilmember Valerie Blackston participated remotely.

The Executive Session ended at 7:43 p.m. and the regular meeting reconvened.

EXECUTIVE SESSION

It was moved by David Crespin and seconded by Bruce Fitzgerald to move into a second Executive Session at 7:43 p.m. "To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)." Cell Tower. Motion passed unanimously on roll call vote. The following moved into Executive Session Mayor Hubbard, Councilmembers Chris Ceretto, David Crespin, Claud Hanes, Carlos Barron, Bruce Fitzgerald, City Attorney Andy Ausmus, City Administrator Chris Cross, Planning Director, Todd Hodges and Finance Director Leann Perino. Councilmember Valerie Blackston participated remotely.

The Executive Session ended at 8:12 p.m. and the regular meeting reconvened.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 6, 2022**

ADJOURNMENT

The meeting adjourned at 8:13 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

DRAFT



SUBJECT FOR DISCUSSION

Approve the 2023 Colorado Big Thompson (CBT) Assessment from Northern Colorado Water Conservancy District (NCWCD) for an Amount Not to Exceed \$158,502.85

SUMMARY STATEMENT/BACKGROUND DISCUSSION

CBT annual assessment of \$158,502.85 for the 2023 water year is due October 1, 2022. The charges are for 50 acre-feet of 2022 assessment at a rate of \$49.10 per acre-foot and 3,087 acre-feet of 2023 assessment at \$50.55 per acre-foot. This is a \$4,541.15 increase over the 2022 assessment of \$153,961.70.

FINANCIAL CONSIDERATIONS

There is \$2,455 due for the 2022 water year and will be expensed in the 2022 budget which has \$49,537.90 remaining. The 2023 assessment of \$156,047.85 will be accrued to the balance sheet in 2022 and expensed against the 2023 budget.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve the \$158,502.85 expenditure for the annual CBT Assessment

Attachments: a. Assessment from NCWCD

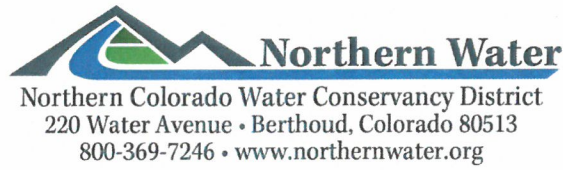
Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



September 6, 2022

Chris Cross
City of Fort Lupton
130 S McKinley Ave
Fort Lupton CO 80621

STATEMENT – ID 1730

Paragraph 4 of your Class B water allotment contract with the Northern Colorado Water Conservancy District provides for payment of assessment charges on 50 acre-foot units of Colorado-Big Thompson Project water as follows:

2022 Water Year: 50 AFUs @ \$49.10 = \$2,455.00

Paragraph 4 of your Section 131 water allotment contract with the Northern Colorado Water Conservancy District provides for payment of assessment charges on 3,087 acre-foot units of Colorado-Big Thompson Project water as follows:

2023 Water Year: 3,087 AFUs @ \$50.55 = \$156,047.85

Total Due \$158,502.85

Payment is due on or before October 1, 2022. If you have any questions regarding this statement, please contact Sherri Rasmussen at (970) 622-2217.

Please return lower portion with your payment.

Class "B" assessment for: **City of Fort Lupton – ID 1730**

Please make payment to: **NORTHERN WATER**

Amount Due: **\$158,502.85**

Due Date: **October 1, 2022**

Amount Enclosed: _____

ACCOUNTS RECEIVABLE
NORTHERN WATER
220 WATER AVE
BERTHOUD CO 80513

Allottee Contract Detail

Allottee: Fort Lupton, City of

Contact: Chris Cross

Position: Assistant City Administrator

Address: 130 S McKinley Ave
Fort Lupton CO 80621

Phone:

Contract Information								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
1598	50	0	Class "B"	Variable	Open	1	\$49.10	\$2,455.00
Document Number: 130933			Prev. IDs: 0					
Board Approved Date: 1/11/1991			Acc't Entity: Fort Lupton, City of					
Effective Date: 1/11/1991			Lienholder(s):					
Trans Fee Coll. Date:								
Comments:								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
1599	2,732	0	Section 131	Variable	Open	1	\$50.55	\$138,102.60
Document Number: 130713			Prev. IDs: 0					
Board Approved Date: 3/12/2004			Acc't Entity: Fort Lupton, City of					
Effective Date: 3/12/2004			Lienholder(s):					
Trans Fee Coll. Date:								
Comments: 7/27/18 - Per Claud Hanes, Fort Lupton does not want to re-enroll this contract into the Fixed Quota Alternative Program.								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
5121	299	0	Section 131	Variable	Open	1	\$50.55	\$15,114.45
Document Number: 140986			Prev. IDs: 0					
Board Approved Date: 3/12/2004			Acc't Entity: Fort Lupton, City of					
Effective Date: 3/12/2004			Lienholder(s): BANK OF COLORADO (Loan # 1310006525)					
Trans Fee Coll. Date:								
Comments:								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
5120	20	0	Section 131	Variable	Open	1	\$50.55	\$1,011.00
Document Number: 130712			Prev. IDs: 0					
Board Approved Date: 3/11/2005			Acc't Entity: Fort Lupton, City of					
Effective Date: 3/11/2005			Lienholder(s):					
Trans Fee Coll. Date:								
Comments:								

Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
2831	5	0	Section 131	Variable	Open	1	\$50.55	\$252.75
Document Number: 130711			Prev. IDs: 0					
Board Approved Date: 3/10/2006			Acc't Entity: Fort Lupton, City of					
Effective Date: 3/10/2006			Lienholder(s):					
Trans Fee Coll. Date:								
Comments:								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
5713	1	0	Section 131	Variable	Open	1	\$50.55	\$50.55
Document Number: 140306			Prev. IDs: 5661					
Board Approved Date: 3/12/2010			Acc't Entity: Fort Lupton, City of					
Effective Date: 3/12/2010			Lienholder(s):					
Trans Fee Coll. Date:								
Comments:								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
7519	8	0	Section 131	Variable	Open	1	\$50.55	\$404.40
Document Number: 163219			Prev. IDs: 7224					
Board Approved Date: 3/10/2016			Acc't Entity: Fort Lupton, City of					
Effective Date: 3/10/2016			Lienholder(s):					
Trans Fee Coll. Date:								
Comments:								
Contract ID	AFUs Owned	AFUs Withheld	Contract Class/ Contract Type	Quota Type	Rate Type	Unit Nbr	Assess Rate	Assessment
8715	22	0	Section 131	Variable	Open	1	\$50.55	\$1,112.10
Document Number: 286995			Prev. IDs: 8479					
Board Approved Date: 4/8/2021			Acc't Entity: Fort Lupton, City of					
Effective Date: 4/8/2021			Lienholder(s):					
Trans Fee Coll. Date:								
Comments: Previous TU Permits: 8479 (1), 8548 (1), and 8506 (20)								
				Open Rate Assessment Total:				\$158,502.85
Total AFUs:				3,137	Assessment Grand Total:			\$158,502.85

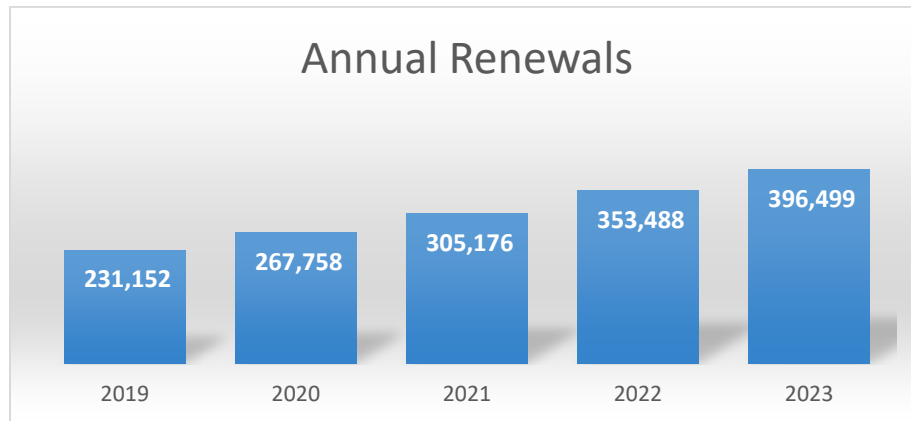


SUBJECT FOR DISCUSSION

Accepting the 2023 CIRSA Property Casualty, Renewal Quotation Estimated to be \$393,499.45

SUMMARY STATEMENT/BACKGROUND DISCUSSION

CIRSA (Colorado Intergovernmental Risk Sharing Agency) submits an estimated bill for The City's Property Casualty renewal. The estimate must be accepted, signed and returned to CIRSA by October 1. The 2023 quote is a \$43,012 increase compared to the premium paid in 2022. The increases in previous years has been due in large part to the police and legislative official's liability costs.



FINANCIAL CONSIDERATIONS

The estimated renewal will be allocated between the funds and added to the 2023 budget

LEGAL/POLITICAL CONSIDERATIONS

None.

ALTERNATIVES/OPTIONS

Three years ago staff bid out property casualty insurance along with the workers compensation insurance. The cost of property casualty insurance outside the CIRSA pool was prohibitively expensive.

STAFF RECOMMENDATIONS

Accept the renewal quote from CIRSA.

Attachments: a. Quote

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

August 31, 2022

Leann Perino, Finance Director
City of Fort Lupton
130 South McKinley
Fort Lupton, CO 80621

RE: 2023 Property/Casualty Preliminary Contribution Quotation

Dear Leann:

Enclosed is the preliminary quotation for your 2023 contribution to the CIRSA Property/Casualty Pool.

As you may know, the excess/reinsurance market continues to be unfavorable in Colorado and elsewhere. Your quotation reflects these unfavorable conditions.

On the liability side, municipalities continue to face an increasingly hostile legal and social climate. The cost of your liability coverage reflects this adverse trend, particularly in law enforcement liability coverage. State legislation has significantly increased law enforcement liability exposures, and defending and settling law enforcement claims grows more costly and challenging each year.

On the property side, the property market continues to raise deductibles and increase the cost of insurance. Conditions around the country (and globally) have a significant impact on the availability and cost of property coverage. For this reason, although our members have been largely spared from wildfires, wind/hail, and flood events this year, we do not expect an easy excess/reinsurance renewal on the property side, either.

Communicable disease exclusions will no doubt remain on property and liability policies. We also anticipate that an exclusion will be added by our reinsurers for Polyfluoroalkyl Substances (PFAS) found in water.

In summary, whether individually insured or as part of a pool, municipalities and other insurance consumers all continue to face a hard market for property and liability insurance. A significant portion of your 2023 quotation reflects these conditions.

Despite these market conditions, CIRSA remains committed to keeping each member's cost of risk as low as possible. One of the benefits of pooling is that those members with substantial member equity will experience less of an impact from these rate increases than newer members, who have less equity in the pool.

Going forward, we are exploring ways to increase flexibility, transparency, and coverage options for members. For example, we plan to provide more deductible options for general liability, public officials liability, and law enforcement liability coverages. You'll also have more flexibility for vehicle physical damage coverage and deductibles. We'll stay in touch with you as these and other changes are rolled out.

Whether you are a long-time or newer member, now is a good time to look at your chosen property and liability deductibles. Many of our members have greatly expanded their budgets and operating expenditures over the past several years, but have not increased their chosen deductibles accordingly. We can run a deductible analysis for you and help you identify additional deductible options that are more



in line with your financial capacity. If you would like to see additional deductible options, please contact Linda Black, Chief Financial Officer, at (720) 605-5440 or lindab@cirsa.org.

Of course, being a member of a pool offers you significant benefits that are not available elsewhere. CIRSA will continue to offer you the very best in risk management services specifically tailored to your needs. Please see the attached brochure for a summary of those services.

The attached quotation sheet provides a preliminary quotation. Final invoices, e-mailed on January 1, 2023, will be adjusted for any changes made to your 2023 renewal application. Moreover, quoted contributions may also change if CIRSA membership changes significantly for 2023 and/or actual excess insurance premiums are not adequately funded by the budget established within your rate.

The attached quotation sheet provides information on your 2023 contribution, the amount of any Loss Control Credits available to your entity, and optional payment plans. In addition, a general description of the types and monetary limits of the proposed coverages to be provided to 2023 CIRSA Property/Casualty members is attached.

The acceptance form must be completed and returned to CIRSA by **Friday, September 30, 2022**. When completing your form, please make sure to:

- Initial next to your entity's desired deductible option for 2023
- Write the amount of any available Loss Control Credits you wish to use in the appropriate section of the *Loss Control Credits* table on the quotation sheet
- Indicate which payment option you would like for 2023 on the quotation sheet
- Return the signature page signed by an authorized signer

Please note that if you have requested quotations for any of the Optional Coverage Programs including Equipment Breakdown, Excess Crime, Excess Cyber (Data Privacy and Network Security), Community Service Workers' Accident Medical Plan, Sports Accident Medical Plan, Occupational Accidental Death and Dismemberment Plan, Volunteer Accident Medical Plan, No-Fault Water Line Rupture and/or Sewer Back-Up coverage, Property Damage Caused by Member's Operation of Mobile Equipment coverage, or Detainee Medical coverage, they are not included in this mailing. The majority of the carriers that provide coverage for each program are unable to provide quotes until later this year. We anticipate that quotations for these optional coverages will be mailed to members in October.

If you have any questions about your renewal quote, please don't hesitate to contact us. Shannon Pursley, Marketing Manager, is available to offer any further explanation of your quote that you may require. Shannon can be reached at (720) 728-1304 or shannonp@cirsa.org. We are also available to give presentations to your governing body upon request.

Thank you for the opportunity to serve you. We look forward to continuing our relationship with you in 2023.

Sincerely,

Tami A. Tanoue
Executive Director

enc.





CIRSA Property/Casualty Pool
Preliminary 2023 Contribution Quotation
City of Fort Lupton

Current Deductibles:

Liability	Auto Liability	Auto Physical Damage	Property
\$1,000	\$1,000	\$1,000	\$1,000

Description	Amount
Contribution Before Reserve and Loss Experience	\$358,029.61
Reserve Refund Contribution	\$0.00
Impact of Loss Experience	\$38,469.84
Total 2023 Preliminary Quotation before Credits	\$396,499.45

To Renew with Current Deductibles
Initial Here: _____

Loss Control Credits

Description	Amount	Credit Options – You must write in the amount that you wish to use. Amount may be split between available options.		
		Credit PC Contribution	Deposit/Leave in Account	Send Check
2022 Loss Control Audit Credit	(\$0.00)			
Balance Remaining from Prior Years' LC Credits	(\$0.00)			
Total Preliminary Quotation at Current Deductible with all Available Credits	\$396,499.45			

Alternative Deductibles

Liability	Auto Liability	Auto Physical Damage	Property	Revised Quote (Before Credits)	To Accept New Deductible Option – Initial Here (Choose Only one)

*Contact Linda Black, CFO at (720) 605-5440 or lindab@cirsa.org if you are interested in other options.

Billing Options (Please indicate which option you choose)

☐ Annual Billing on January 1, 2023	☐ Quarterly Billing January 1, April 1, July 1, and October 1, 2023
--	--

Preliminary 2023 Contribution Quotation Continued

This preliminary quotation includes all exposures reported on your entity's 2023 Property/Casualty Renewal Application and any Application Amendment Requests received by CIRSA before August 13, 2022.

* Regarding the Liability Deductible shown on page 1, a \$500 deductible quotation is offered to members, if requested, for general liability. However, police professional and public officials errors and omissions deductibles cannot go below \$1,000.

** Regarding the Property Deductible shown on page 1, an additional property deductible will apply separately to each location in a National Flood Insurance Program (NFIP) Zone A if total building and contents values at that location are in excess of \$1,000,000. The deductible will be the maximum limit of coverage which could have been purchased through NFIP, whether it is purchased or not.

Based upon the selections made in your 2023 Property/Casualty Renewal Application, the City of Fort Lupton has elected to participate in Uninsured/Underinsured Motorist Coverage.

If this is incorrect, or you wish to change your selection at this time, please contact your Underwriting Representative at (800) 228-7136 or (303) 757-5475.

The undersigned is authorized to accept this preliminary quotation on behalf of the City of Fort Lupton.

We accept this preliminary quotation for January 1, 2023 to January 1, 2024. We understand our final invoice may increase or decrease depending upon the number of CIRSA Property/Casualty members for 2023, actual excess insurance premiums, and any changes made to our 2023 renewal application.

Signature: _____ Date: _____

Title: _____

Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)

Both pages of this form must be returned by Friday, September 30, 2022. A mailed, faxed or e-mailed copy is acceptable. Please return to:

Monique Ferguson, Underwriting Administrative Assistant
3665 Cherry Creek North Drive
Denver, CO 80209
Fax: (303) 757-8950 or (800) 850-8950
E-Mail: MoniqueF@cirs.org

PROPOSED 2023 PROPERTY/CASUALTY COVERAGES

The types and monetary limits of the proposed coverages to be provided to CIRSA Property/Casualty members for the coverage period of January 1, 2023 to January 1, 2024 are generally described below. The scope, terms, conditions, and limitations of the coverages are governed by the applicable excess and/or reinsurance policies, the CIRSA Bylaws and Intergovernmental Agreement, and other applicable documents.

I. TYPES OF COVERAGES (subject to the limit on CIRSA's liability as described in Section II below):

- A. Property coverage (including auto physical damage and public relations expense and privacy breach expense)
- B. Liability coverage:
 - 1. General liability
 - 2. Automobile liability
 - 3. Law enforcement liability
 - 4. Public officials errors and omissions liability
 - 5. Cyber (security and privacy breach liability)
- C. Crime coverage (including employee dishonesty and theft of money and securities)

II. CIRSA RETENTIONS, LOSS FUNDS, AGGREGATE LIMITS, AND MEMBER DEDUCTIBLES:

For the coverages described in Section I, CIRSA is liable only for payment of the applicable self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There is no aggregate excess coverage over any loss fund.

Coverages in excess of CIRSA's self-insured retentions are provided only by the applicable excess insurers and/or reinsurers in applicable excess and/or reinsurance policies, and shall be payable only by those excess insurers and/or reinsurers. The limits of coverage provided by the excess insurers and/or reinsurers for the coverage period shall be described in the coverage documents issued to the members. Aggregate and other limits shall apply as provided in said documents.

A. CIRSA PROPOSED SELF-INSURED RETENTIONS FOR THE COVERAGE PERIOD:

- 1. \$1,000,000 per claim/occurrence property*
- 2. \$100,000 per claim/annual aggregate public relations expense and privacy breach expense
- 3. \$1,000,000 per claim/occurrence liability
- 4. \$1,000,000 each and every claim public officials liability
- 5. \$500,000 per claim/annual aggregate cyber (security and privacy breach liability)
- 6. \$150,000 per claim/occurrence crime

*Subject further to CIRSA retention of first \$5,000,000 each and every hail/wind loss and/or occurrence

B. CIRSA LOSS FUND AMOUNTS FOR THE COVERAGE PERIOD:

Loss fund amounts are as adopted or amended from time to time by the CIRSA Board of Directors based on the members in the Property/Casualty Pool for the year and investment earnings on those amounts. Information on the current loss fund amounts is available from CIRSA's Finance Department.

C. PROPOSED EXCESS INSURANCE LIMITS FOR THE COVERAGE PERIOD:

- | | |
|-----------------------------|--|
| 1. Excess property: | to \$500 million each claim/occurrence |
| 2. Excess liability: | to \$10 million each claim/occurrence; \$5 million excess auto liability; \$10 million annual aggregate for public officials errors and omission liability |
| 3. Excess crime (optional): | to \$5 million per claim/occurrence |

D. MEMBER DEDUCTIBLES:

A member-selected deductible shall apply to each of the member's claims/occurrences. Payment of the deductible reduces the amount otherwise payable under the applicable CIRSA retention. Allocated loss adjustment expenses are included in the member deductible.

EXPLANATION OF CREDITS AVAILABLE AND ACCEPTANCE OR WITHDRAW PROCEDURES

LOSS CONTROL AUDIT SCORE CREDIT

CIRSA members who received a Loss Control Audit Score of 80 or higher in 2022, and renew their membership in 2023, are eligible for a Loss Control Audit Score Credit. This credit is offered to all members that take an active role in preventing or reducing their losses by complying with the CIRSA Loss Control Standards.

If you did not receive a credit for 2023 and would like to receive one in future years, please contact your Risk Control Representative.

LOSS CONTROL CREDIT ACCOUNT

The CIRSA Board of Directors has approved your use of any balance in the Loss Control Credit Account, except any Special Credit monies, to pay 2023 contributions. Your entity's balance in this account, if any, is shown on the quote letter.

ACCEPTANCE PROCEDURES

Please complete the enclosed acceptance form indicating your decision for 2023 and return it to the CIRSA office ***on or before Friday, September 30, 2022***. **Failure to return the form in time may result in the imposition of penalties under CIRSA Bylaw Article XIV upon withdrawal.**

WITHDRAWAL PROCEDURES (*if applicable*)

The enclosed Article XIV of the CIRSA Bylaws describes withdrawal procedures from CIRSA. **Written notice of withdrawal must be received by CIRSA *no later than Saturday, October 1, 2022*, for a withdrawal without penalty effective January 1, 2023.** No withdrawing member shall be eligible for the above-described credits.

Article XIV should be read in its entirety for any penalties which would otherwise apply. Withdrawing members who subsequently apply to rejoin CIRSA may be subject to such terms and conditions as established by the CIRSA Board of Directors.

WITHDRAWAL NOTICE

**MUST BE RECEIVED AT THE CIRSA OFFICE
ON OR BEFORE SATURDAY, OCTOBER 1, 2022**

Sign and return this form if your entity has decided to **withdraw** from CIRSA effective January 1, 2023. Under CIRSA Bylaws, this form must be received by CIRSA ***no later than Saturday, October 1, 2022***, for withdrawal without penalty effective January 1, 2023.

NOTICE OF WITHDRAWAL FROM CIRSA

This is to notify the CIRSA Board of Directors that the City of Fort Lupton is withdrawing from CIRSA for purposes of Property/Casualty coverage effective January 1, 2023. We understand the City of Fort Lupton remains obligated and will be billed for any amounts due CIRSA pursuant to the Bylaws and the policies established by CIRSA.

The undersigned is authorized to provide this notice of withdrawal on behalf of the City of Fort Lupton.

Signature must be that of the Mayor, Manager, Clerk, or equivalent (such as President of a Special District.)
--

Signature: _____

Title: _____

Date: _____

CIRSA BYLAWS
ARTICLE XIV

Withdrawal from Membership

(1) Any member may withdraw from CIRSA by giving prior notice in writing to the Board of Directors of the prospective effective date of its withdrawal.

(2) If the effective date of a member's withdrawal is a date other than January 1, the withdrawing member shall not be entitled to receive any refund of contributions made for administrative costs for the claim year of withdrawal. The withdrawing member shall be entitled to receive within forty-five (45) days after the effective date of withdrawal, a proportionate return of its contribution to any loss fund.

(3) If the effective date of a member's withdrawal is January 1 but the member's written notice of withdrawal is received by CIRSA more than thirty (30) days after the date on which CIRSA mailed a preliminary quotation of the contribution to be assessed the member for the year beginning on that January 1, the withdrawing member shall be obligated to pay its share of CIRSA's administrative costs for the year beginning on that January 1. However, if the preliminary quotation is mailed by CIRSA prior to September 1, members shall not be obligated for future claim year administrative costs if the member's written notice of withdrawal is received by CIRSA on or before the October 1 preceding the January 1 renewal date.

(4) The members may, by a two-thirds (2/3) vote of the members present at a meeting, adopt or amend a policy establishing additional conditions applicable to members which withdraw.



SUBJECT FOR DISCUSSION

Approve an IGA for Shared Victim Services Between the City of Brighton, Commerce City, City of Lochbuie and the City of Fort Lupton for Victim Advocate Services Beginning on January 1, 2023 With an Initial Annual Fee of \$52,428.08.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

After the withdrawal of the Weld County Sheriff's Office offering Victim Advocate Services on December 31, 2022, the City of Fort Lupton reached out to the City of Brighton for assistance with those services. An IGA was drafted to allow the Fort Lupton Police Department to obtain Victim Advocate Services from the existing Brighton/Commerce City program.

FINANCIAL CONSIDERATIONS

Approval would obligate the expenditure in the 2023 budget.

LEGAL/POLITICAL CONSIDERATIONS

Pursuant to statute, the City of Fort Lupton through the Fort Lupton Police Department is required to provide designated services to victims of crime as defined in CRS 24-4.1.302, within the City of Fort Lupton.

ALTERNATIVES/OPTIONS

The options were to:

1. Enter into an agreement to obtain Victim Advocate Services from another existing program.
2. Establish a new program within the Fort Lupton Police Department.

STAFF RECOMMENDATIONS

Staff recommends approval. The cost of beginning a new program would in excess of \$150,000 and would require significant implementation costs and stress on existing staff.

Attachments: a. IGA for Shared Victim Services
 b. Cost worksheet

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

AGREEMENT FOR SHARED VICTIM SERVICES UNIT

This **Intergovernmental Agreement for Shared Victim Services Unit** (“IGA”), is made and entered into as of the Effective Date by and between the City of Brighton, a Colorado municipal corporation with a principal place of business at 500 S. 4th Avenue, Brighton, Colorado 80601 (“Brighton”), and the City of Commerce City, a Colorado municipal corporation with a principal place of business at 7887 E. 60th Avenue, Commerce City, Colorado 80022 (“Commerce City”), and City of Fort Lupton, a Colorado municipal corporation with the principal place of business at 130 S. McKinley Avenue, Fort Lupton, Colorado 80621 (“Fort Lupton”) and Town of Lochbuie, a Colorado municipal corporation with the principal place of business at 703 Weld County Rd. 37 Lochbuie, Colorado 80603 (“Lochbuie”) referred to collectively as “Municipalities” or “Parties” and each individually as “Municipality” or “Party.”

RECITALS

WHEREAS, Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourages and authorizes intergovernmental agreements; and

WHEREAS, C.R.S. § 29-1-203 authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, Article II, Section 16A of the Constitution of the State of Colorado and the laws related to CRS Title 24 Article 4.1 part III guarantee certain rights to victims of cases specified in CRS § 24-4.1.302; and

WHEREAS, the Municipalities operate police departments whose personnel have contact with victims of crime; and

WHEREAS, the Municipalities of Brighton and Commerce City entered into an Intergovernmental Agreement January 1, 2018 regarding a shared victims services unit and have worked collaboratively and successfully through the current Victim Services Unit to assist victims of crimes; and

WHEREAS, the Municipalities of Fort Lupton and Lochbuie wish to join the collaboration, and the Parties collectively desire to enter into an intergovernmental agreement (IGA) to facilitate the provision of critical and timely support to victims and witnesses of crime in Brighton, Commerce City, Fort Lupton and Lochbuie through the expansion of the existing joint victim services unit.

WHEREAS, the Municipalities wish to enter into an agreement to continue the facilitation and provision of critical and timely support to victims and witnesses of crime in Brighton and Commerce City and add the Municipalities of Fort Lupton and Lochbuie through a joint Victim Services Unit.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Municipalities agree as follows:

Article 1 Controlling Document

1.0 The effective date of this IGA shall be January 1, 2023 (“Effective Date”).

1.1 In executing and approving this IGA, the Cities of Brighton and Commerce City terminate, as of the Effective Date, any and all previous agreements as to the subject matter herein, and specifically terminate that agreement identified as “INTERGOVERNMENTAL AGREEMENT SHARED VICTIM SERVICES UNIT BRIGHTON/COMMERCE CITY” by and between the City of Brighton and the City of Commerce City, dated January 1, 2018.

Article 2 Unit Establishment and Administration

2.0 The Cities of Brighton and Commerce City having previously established a Victim Services Unit (“Unit”), hereby establish the same to be a cooperative effort by and between Brighton, Commerce City, Fort Lupton, and Lochbuie to provide victim services as more specifically set forth in the Scope of Services (“Services”), attached as Exhibit A, and incorporated herein by reference.

2.1 The Unit shall provide the Services to the victims and witnesses of crimes that occur in Brighton, Commerce City, Fort Lupton, and Lochbuie as required by the State of Colorado Victim Rights Act.

2.2 The Unit shall be administered by Brighton through its Victim Services Manager.

2.3 Each Municipality, through its Chief of Police, shall designate a Unit liaison (“Unit Liaison”). The Unit Liaisons shall coordinate with each other regarding the victims’ services needs of each of the Municipalities to ensure that those needs are being adequately addressed. The Brighton Liaison will seek input from the Commerce City Liaison, Fort Lupton Liaison and Lochbuie Liaison when assessing the Victim Services Manager’s performance.

Article 3 Personnel and Training

3.0 As of the Effective Date, the Unit’s paid personnel are anticipated to consist of the following.

One (1) full time equivalent (“FTE”) Victim Services Manager.
One (1) FTE Lead Victim Advocate Specialist
Six (6) FTE Victim Advocate Specialists.

3.0.1 The number of personnel, and status of personnel (e.g. full-time, part-time, contract, volunteer, intern, other) in the Unit may vary depending upon the resources needed and resources available to the Unit and shall be determined at the reasonable discretion of the Victim Services Manager.

3.1 Victim Services Manager Responsibilities. The Victim Services Manager shall supervise all personnel within the Unit. This shall include determining staffing needs and levels, the hiring and firing of personnel, conducting performance evaluations, assigning work, issuing and approving of work schedule and leave, and other duties normally associated with the supervision and management of personnel. The Victim Services Manager shall be responsible for completing all grant administration, invoicing, and reporting as may be required. The Victim Services Manager shall provide to the Unit Liaison of each Municipality a report of the overall services provided by the Unit to each Municipality on a quarterly basis, or as often as requested by a Municipality.

3.2 Personnel Rules. All Unit personnel shall be employed directly by the City of Brighton. All Unit personnel shall be governed by and perform their duties in accordance with the personnel policies of Brighton and the Brighton Police Department.

3.2.1 Notwithstanding the foregoing, Unit Personnel shall comply with Commerce City, Fort Lupton and Lochbuie, Information Technology policies when using each municipality's information technology systems and equipment. Unit personnel accessing Commerce City, Fort Lupton and Lochbuie Police Department facilities shall comply with all applicable Municipalities' access policies including those which are or may be established to ensure compliance with CJIS.

3.3 Personnel Training. Brighton shall determine, with input from all municipalities, the appropriate training for all Unit personnel, and shall provide the agreed upon training to all Unit personnel.

3.4 Personnel Status. The relationship between the Unit's employees, Commerce City, Fort Lupton and Lochbuie shall be solely akin to that of an independent contractor and shall not be that of an employee/employer, partner, or joint venture. Unit employees shall not be supervised by any officials of Commerce City, Fort Lupton or Lochbuie nor shall the Unit or its employees exercise supervision over any employee or official of Commerce City, Fort Lupton or Lochbuie.

3.4.1 The Unit shall determine the means and methods of performing the Services and Commerce City, Fort Lupton or Lochbuie shall have no right to do so, nor shall such municipalities have any right to provide instructions on how to perform the Services.

3.4.2. Notwithstanding the foregoing, Unit personnel shall give special consideration to victim services programs or initiatives in each jurisdiction and shall use reasonable efforts to accommodate these programs in the provision of Services.

3.4.3 Commerce City, Fort Lupton and Lochbuie shall provide Unit employees with minimal training reasonably necessary to familiarize them with Commerce City, Fort

Lupton and Lochbuie's operations, facilities, equipment, personnel, and any other special program as may be applicable.

3.4.4 Nothing contained in this IGA, and no performance under this IGA by personnel of Commerce City, Fort Lupton or Lochbuie shall in any respect alter or modify the employment status of a Unit employee. No employee, volunteer or agent of the Unit providing Services hereunder shall at any time be entitled to worker's compensation, benefits or salary, pay, entitlements, pension, training, internal discipline, certification, or rank from Commerce City, Fort Lupton or Lochbuie.

3.5 Personnel Compensation. All Unit employees shall receive compensation, to the extent entitled, including but not limited to, all salary, wages, benefits, and reimbursements, directly from Brighton. Brighton shall be obligated to pay federal and state income tax, including unemployment insurance benefits that may be applicable to Unit personnel.

Article 4

Funding, Equipment, and Budget

4.0 The Unit's funding is subject to each Municipality's annual appropriation process.

4.1 Non-appropriation of Funds. Pursuant to law, this IGA is subject to adequate appropriation by each Municipality in any given fiscal year. Should adequate funds not be appropriated in any fiscal year to maintain the financial obligations under the terms and conditions of this IGA, the Municipalities agree that the IGA shall immediately terminate.

4.2 Equipment. Each Municipality shall provide designated office space, safe place to meet with victims, equipment, and supplies necessary for the Unit's personnel to perform the Services when Unit personnel are working at that Municipality's facility.

4.3 Grant Funds. The Municipalities shall jointly apply for VALE or VOCA or substantially similar future or successor funding sources throughout the term of this Agreement.

4.4 General Budget. The Unit's annual budget (the "Budget") shall provide for its employee's salaries and wages (including overtime where applicable), the cost of employee benefits, operating supplies, dues and subscription fees, travel expenses, conference and educational costs. The adoption of the Budget and all financial and accounting services related to the Budget will be performed by Brighton. Each Municipality shall have access to budget details upon request.

4.5 Allocation of Costs. The Unit is neither established to nor expected to generate any revenue. The costs of operation, as reflected in the budget, will be borne by the Municipalities according to the following formula. Each Municipality shall contribute financially a percentage of the total approved Budget (after deducting any VALE Funds received) pursuant to the formula ("Formula") set forth herein.

4.5.1 Formula.

$$\frac{\left(\frac{\text{Municipality Pop}}{\text{Municipalities Pop}} \times 100\right) + \left(\frac{\text{Municipality VRA Cases}}{\text{Total VRA Cases}} \times 100\right) + \left(\frac{\text{Municipality Unattended Death Cases}}{\text{Total Unattended Death Cases}} \times 100\right)}{3} =$$

Municipality's Contribution

4.5.2 Formula terms. The Formula terms are defined as follows:

Municipality Pop =	the Municipality's population according to the U.S. Census data of the most recent population estimate available at www.census.gov at the time the Budget is submitted to the Municipalities pursuant to Article 4.7
Municipalities Pop =	the combined total population of all Municipalities
VRA Case =	Any crime included in the Victims' Rights Act as defined at C.R.S. § 24-4.1-302, as may be amended from time to time.
Municipality VRA Cases =	number of VRA cases originating in the Municipality's jurisdiction in the previous calendar year
Total VRA Cases =	combined total number of VRA cases from all Municipalities in the previous calendar year
Municipality Unattended Death Cases =	number of unattended death cases originating in the Municipality's jurisdiction in the previous calendar year
Total Unattended Death Cases =	combined total number of unattended death cases from all Municipalities in the previous calendar year
Municipality's Contribution =	the percentage of the Budget allocated to the Municipality for contribution to the Unit

4.5.3 In applying the Formula, all decimals will be rounded to the nearest whole number.

4.6 Each Municipality shall have the right to inspect the financial records of the Unit. Upon request from a City, the Victim Services Manager will provide full access to the Unit's financial records, including revenues and expenditures.

4.7 Budget Approval Process. The Victim Services Manager shall provide to each Municipality, in accordance with a timeline established by the respective Unit Liaison, the annual Budget for each Municipality's review and approval. Each Municipality shall review the Budget and approve the same in its sole discretion through the means set forth in that Municipality's laws, ordinances, policies, and practices. No Municipality shall be required to approve the Budget in

whole or in part. A Municipality, at its sole discretion, may provide a financial contribution greater than that determined by Formula.

4.8 Allocation of Funds. Each Municipality shall make payment of appropriated funds in a lump sum to Brighton in the first quarter of the fiscal year to which the funds are to be applied.

Article 5

Miscellaneous Provisions

5.0 Term. The Initial term of this IGA shall commence on the Effective Date and shall terminate on December 31, 2027 (the “Termination Date”). Upon expiration of the Initial Term, this IGA may be renewed in writing for three subsequent one (1) year terms upon written agreement by the Chiefs of Police of each City, to be executed annually for each additional one-year term.

5.1 Termination. Notwithstanding other terms of this IGA, any Municipality may terminate its participation at any time upon Sixty (60) days written notice to the other Municipality in writing.

5.1.1 In the event this IGA is terminated, grant funds awarded each Municipality and not otherwise legally obligated through the terms of the applicable underlying grant, shall be returned to the Municipality to which the grant was awarded, to the extent feasible, in an amount proportional to the number of months remaining in the grant as a percentage of the total term of the grant in months. Such funds shall be returned on the day the termination becomes effective.

5.1.2 In the event this IGA is terminated at the end of a fiscal year, no grant funds shall be returned to the terminating municipality. In the event this IGA is terminated prior to the end of a fiscal year, Brighton shall return to the terminating agency any amount remaining at the end of the fiscal year if any remains. Otherwise such funds shall remain with Brighton for personnel costs in the unit until the budget could be adjusted to reflect the decrease in services required.

5.1.3 **The remaining agencies shall perform a recalculation of the formula to determine the funding amount owed for the remainder of the fiscal year and the impact on personnel.**

5.2 Binding. This IGA shall be binding on the successors and assigns of each Municipality.

5.3 This IGA, including any and all rights or obligations hereunder, is not assignable.

5.4 No Third Party Beneficiary. It is expressly understood and agreed that the terms and the enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, are strictly reserved to the undersigned parties and nothing in this IGA shall give or allow any claim or right or cause of action whatsoever by any other person not included in

this IGA. It is the express intention of the undersigned parties that no person and/or entity, other than the undersigned parties, receiving services or benefits under this IGA shall be deemed any more than an incidental beneficiary only.

5.5 Severability. In the event that any part, term or provision of this IGA is found to be in violation or conflict with any federal or state law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Municipalities shall be construed and enforced as if the IGA did not contain the particular part, term or provision held to be invalid.

5.6 Governing Law and Venue. This IGA shall be governed by and construed in accordance with Colorado law. Venue shall lie solely in either the County of Adams or Weld Colorado.

5.7 Reservation of Immunity. This IGA is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Municipalities and their elected officials, directors, officers, employees and volunteers under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*; and further shall not be deemed as an assumption of any duty with respect to any non-party to this IGA.

5.8 Amendments. This IGA may only be amended or modified in writing and with the written consent of the Municipalities hereto.

5.9 Counterparts. This IGA may be executed in counterpart originals, each of which shall be deemed an original, and each of which shall be deemed to constitute one and the same IGA. Additionally, a copy of an executed original IGA signed by a Party and transmitted by facsimile or electronic mail shall be deemed an original, and any Party is entitled to rely on the validity, authenticity, and authority of an original transmitted by facsimile or electronic mail.

5.10 Entire Agreement. This IGA constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement effective the date stated above.

CITY OF COMMERCE CITY

BY: _____
Cathy Blakeman Interim, City Manager

ATTEST:

By: _____

Dylan Gibson, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF FORT LUPTON

BY: _____
Zo Stieber-Hubbard, Mayor

ATTEST:

By: _____
Mari Pena, City Clerk

APPROVED AS TO FORM:

BY: _____

TOWN OF LOCHBUIE

BY: _____
Michael Mahoney, Mayor

BY: _____
Heather Meierkort, Town Clerk

APPROVED AS TO FORM _____

CITY OF BRIGHTON

BY: _____
Greg Mills, Mayor

Michael Martinez, City Manger

ATTEST:

By: _____
Natalie Hoel, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

DRAFT

Exhibit A

Scope of Services

The Unit shall provide services as set forth below:

1. Contact victims and witnesses of crime or personal tragedy which occur in Brighton, Commerce City, Fort Lupton or Lochbuie, either in the immediate aftermath of the crime or tragedy, or on a follow-up basis;
2. Provide immediate crisis intervention and emotional support, as needed;
3. Advise victims and witnesses on their rights under Colorado law;
4. Advise victims and witnesses of the community services and resources available to them;
5. Assist victims and witnesses in regaining their emotional and physical well-being by means of intervention and advocacy;
6. Keep victims informed of the status of the underlying case; and
7. Recruit and train volunteers to ensure services are available 24-hours per day, 7 days per week.

Segments/Accounts YTD Budget

4240 : VICTIM SERVICES

10-13-4240-10000 : SALARIES/WAGES	670,626.03
10-13-4240-12000 : F.I.C.A./MEDICARE	6,069.00
10-13-4240-12002 : Workers Compensation	5,447.00
10-13-4240-13000 : HEALTH BENEFITS	70,031.00
10-13-4240-13001 : Dental Benefits	3,502.00
10-13-4240-13002 : Vision Benefits	1,334.00
10-13-4240-14000 : ICMA PENSION	38,065.00
10-13-4240-15000 : LIFE INSURANCE	2,671.00
10-13-4240-16000 : OVERTIME	21,650.00
10-13-4240-10500 : ON-CALL PAY	19,250.00
10-13-4240-21000 EQUIPMENT	33,000.00
10-13-4240-21000 : OPERATING SUPPLIES	7,850.00
10-13-4240-56000 : DUES AND SUBSCRIPTIONS	600.00
10-13-4240-58000 : TRAV, CONF. AND SCH.	20,000.00
FUEL & MAINT.	5,500.00
SubTotal : 4240 : VICTIM SERVICES	905,595.03
VALE GRANT	59,342.30
VOCA GRANT	191,760.00
Grand Total :	654,492.73

	Population*		VRA CASES, 2021		Unattended Deaths
Commerce City*	64,287	53%	1215	59%	94
Brighton Population*	40,693	34%	681	33%	58
Fort Lupton*	8,260	7%	91	4%	24
Lochbuie*	8,135	7%	85	4%	11
	121,375	100%	2072	100%	187

*US Census, 2015, latest available

Commerce City Share	\$ 353,146.78
Brighton Share	\$ 212,512.72
Fort Lupton Share	\$ 52,428.08
Lochbuie Share	\$ 36,405.15

Share %	
50%	54%
31%	32%
13%	8%
6%	6%
100%	100%



SUBJECT FOR DISCUSSION

Ratify Mayor's Signature on the Denver Water Non-Disclosure Agreement

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Burns and McDonnell Engineering Company, Inc. has requested access to the As-Built pipeline drawings from Denver Water. The pipeline was constructed from the Denver Water pond on the north side of CR 8 to the west to the South Platte River. Burns & McDonnell requires the information to avoid conflicts with the proposed force main from the WWTP to METRO, currently under design.

The agreement provides control over use of Denver Water information and restrictions on sharing.

FINANCIAL CONSIDERATIONS

None.

LEGAL/POLITICAL CONSIDERATIONS

None.

ALTERNATIVES/OPTIONS

- Approved the mayor's signing of the NDA
- Do nothing approve

STAFF RECOMMENDATIONS

City staff recommends ratifying the mayor's signing of the NDA.

Attachments: a. Denver Water Non-Disclosure Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS ("Board"), a municipal corporation of the State of Colorado whose address is 1600 W. 12th Avenue, Denver, Colorado 80204, and the CITY OF FORT LUPTON ("Fort Lupton"), whose address is 130 S. McKinley Avenue, Fort Lupton, Colorado 80621, and its contractor, BURNS & McDONNELL, CO. ("Burns & McDonnell"), whose address is 9785 Maroon Cir Suite #400, Centennial, CO. Fort Lupton and Burns & McDonnell are collectively referred to herein as the "Recipient." Together the Board and Recipient are each a "Party" and collectively the "Parties". The Parties agree as follows:

1. The Board is the owner of certain confidential and/or security-sensitive information relating to its water system and components thereof ("Confidential Information"), which the Board represents is not subject to public inspection under C.R.S. § 24-72-201 *et. seq.*, and which the Board has taken and continues to take steps to protect as confidential and restricted.
2. The Parties recognize that it may be necessary for the Board to provide information, including but not limited to Confidential Information, to the Recipient, for the sole and exclusive purpose of informing the Recipient of the location of the Board's Lupton Lakes Reservoir underground facilities for the purpose of planning and designing a crossing of a Fort Lupton wastewater pipeline at Weld Country Road 8 on the West side of Highway 85 ("Approved Use").
3. "Confidential Information" as the term is used in this Agreement includes as-built design drawings and surveys for the Lupton Lakes underground pipeline to the South Platte River and any drawings, studies, photographs and other information attached thereto, or provided by the Board to the Recipient labeled or identified as confidential.
4. The Board, in its sole discretion, may provide the Confidential Information in the form of its choosing.
5. If Confidential Information is requested by the Recipient in a format requiring particular software, it is understood the Recipient will secure at its sole cost any and all necessary software licenses, authorizations or other intellectual property rights for the transfer and use of the Confidential Information.
6. This Agreement shall be effective until terminated by the Board in accordance with Section 14 below.
7. As part of this Agreement, the Board may permit Recipient to visit one or more Board facilities according to a schedule to be determined by the Board. At least five calendar days before a scheduled visit, Recipient will provide a list of its designated representatives who will be visiting the Board's facilities. Recipient is prohibited from taking any pictures or video or making any electronic recordings of any kind during its visit(s) to the Board's facilities without the prior approval of the Board's site or area supervisor. Recipient acknowledges that it may learn information about and receive documentation about the Board's facilities during the visit(s), and Recipient agrees that such information and documentation will be considered Confidential Information under this Agreement.
8. Recipient is prohibited from making any copies, scans, or duplicates of the Confidential Information provided by the Board, and from taking any pictures, video, or making any electronic recordings of any kind during any meetings or presentations with the Board where Confidential Information is discussed, without prior approval of the Board's representative, confirmed in

writing. Recipient is prohibited from sharing any Confidential Information with third parties without prior written approval of the Board.

9. Recipient shall hold and use the Confidential Information only in furtherance of the Approved Use as described herein. Recipient shall limit disclosure of the Confidential Information to only its employees and subcontractors who have a need to know the Confidential Information. Recipient will not use or derive any direct or indirect benefit from any information provided, or from any part thereof, without the prior written consent of the Board; this prohibition will survive the termination of this Agreement. Recipient shall take reasonable steps to ensure that anyone to whom it provides the Confidential Information complies with the terms of this Agreement.
10. Each employee or subcontractor of Recipient identified as having a need to know the Confidential Information provided by the Board shall be required to execute an original of this Agreement and will be bound to uphold them to the extent applicable to the particular employee or subcontractor. Each employee or subcontractor executing this Agreement agrees not to use or derive any direct or indirect benefit from any information provided by the Board, or from any part thereof, without the prior written consent of the Board; this prohibition will survive the termination of this Agreement. Prior to distribution of the Confidential Information, Recipient shall provide to the Board copies of all Agreements executed by Recipient's employees and subcontractors, as well as a master list of the subcontractors, their respective functions, the reason for their need to know the Confidential Information, and a summary list of the Confidential Information to be provided to them.
11. Recipient shall not be liable for disclosure of any information, including but not limited to Confidential Information, if the information:
 - a. Was in the public domain at the time it was disclosed, or
 - b. Becomes part of the public domain without breach of this Agreement, or
 - c. Is obtained from a third-party that is lawfully in possession of such information and is not in violation of any contractual or legal obligation with respect to such information, or
 - d. Is disclosed with the prior written approval of the Board, or
 - e. Was independently developed outside of the Agreement, or
 - f. Is disclosed pursuant to the provisions of a court order or subpoena, provided that the Board has had an opportunity to object or intervene in the matter.
12. The terms of this Agreement shall supersede the provisions of any inconsistent language that may be affixed to any information provided by the Board, and the inconsistent provisions of any such language shall be without any force or effect during the term of this Agreement.
13. Confidential Information and any other information or materials provided in a physical format shall be returned to the Board, or to the Board's contractor that supplied the information, accompanied by a certification of deletion of any copies or extracts of Confidential Information, in whole or in part, possessed by Recipient in any electronic format (1) at such time as it is no longer required for the purposes of the Agreement or, (2) upon request of the Board, or (3) upon termination of this Agreement as provided in Section 14 below. A form of the certification of deletion is attached to this Agreement as Appendix I.
14. The Board reserves the exclusive right to terminate this Agreement by giving fourteen (14) days' written notice to Recipient. Upon termination, Recipient shall immediately return all Confidential Information in a physical format to the Board and provide a certification of deletion for Confidential Information as provided in Section 13 above.

15. If the Agreement has terminated or expired but Recipient remains in possession of any information that would have been protected under the terms of the Agreement, Recipient will treat that information or any part thereof, as well as any other information received under the Agreement, as if this Agreement remains in effect.
16. If Recipient loses or makes unauthorized disclosure of any of the information protected by this Agreement, it shall notify the Board immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.
17. The standard of care for protecting information exchanged under this Agreement will be at least that degree of care Recipient uses to prevent disclosure, publication or dissemination of its own proprietary information, provided that degree of care is at least reasonable.
18. Recipient shall not be liable for the inadvertent or accidental disclosure of such information if such disclosure occurs despite the exercise of at least the same degree of care as Recipient normally takes to protect its own proprietary information, provided that degree of care is at least reasonable.
19. If Recipient receives a request by a third-party, under the Colorado Open Records Act (C.R.S. § 24-72-201 et. seq.) or otherwise, to provide any information it has received pursuant to this Agreement, it shall treat all such information as confidential or otherwise protected from disclosure, unless it is permitted to be disclosed under this Agreement. In the event of such a request, Recipient shall notify the Board in writing immediately. The Board shall not be liable for disclosure of any information received from Recipient, provided such disclosure is required by the Colorado Open Records Act.
20. In providing any information to Recipient, the Board makes no warranty or representations, either express or implied, as to the information's adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such information, nor shall the Board incur any liability or obligation whatsoever by reason of providing such information.
21. This Agreement constitutes the entire agreement relative to the protection of information to be exchanged between the Board and Recipient for the Approved Use described above and supersedes all inconsistent prior or contemporaneous oral or written understandings and agreements regarding this issue. This Agreement shall not be modified or amended, except by amendment executed by the Parties.
22. Nothing contained in this Agreement, by express grant, implication, estoppel or otherwise, shall create in the Recipient any ownership, right, title, interest, or license in or to the documents, information, inventions, patents, technical data, computer software, or software documentation of the Board.
23. Notwithstanding that the Board may provide information for the purposes of this Agreement, the Board does not waive any claim that the information it provides is privileged, proprietary, confidential, or some combination thereof.
24. Nothing contained in this Agreement shall grant to Recipient the right to make commitments of any kind for or on behalf of the Board without the prior written consent of the Board.
25. Nothing contained in this Agreement shall be construed as restricting the Board's right to restrain use or dissemination of the Board's information in accordance with applicable federal, state, or local law or regulation, or at common law.

26. This Agreement shall be deemed performable in the City and County of Denver, notwithstanding that the Parties may find it necessary to take some action outside the City and County. The sole venue for any dispute resulting in litigation shall be in the District Court in and for the City and County of Denver. This Agreement shall be governed by and construed under the laws of the State of Colorado.
27. The Parties shall contact the persons listed below for all matters related to administration of this Agreement. All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to the other party; or (b) seven (7) days after posting in the United States mail, first-class postage prepaid, properly addressed as follows; or (c) when sent by e-mail. If notice is provided by e-mail, the notifying party must follow up with a hard copy of the notice sent by United States mail; however, the notice will be effective as of the original e-mail date.

If to Fort Lupton:

Roy Vestal
130 S McKinley Ave
Fort Lupton, CO 80621
rvestal@fortluptonco.gov

If to Burns & McDonnell

Ryan Brong
9785 Maroon Circle Suite #400
Centennial, CO 80112
rsbrong@burnsmcd.com

If to the Board:

Daniel Babyak
Denver Water
1600 West 12th Avenue
Denver, Colorado 80204
Daniel.babyak@denverwater.org

or such other persons or addresses as the Parties may have designated in writing.

28. This Agreement is made under and conformable to Article X of the Charter of the City and County of Denver, which controls the operation of the Denver Municipal Water System. The Charter provisions are incorporated by this reference and supersede any apparently conflicting provisions otherwise contained in this Agreement.
29. The Parties understand and agree that the Board and Fort Lupton are relying upon, and have not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.
30. This Agreement shall become effective on the date it is fully signed by the Board.
31. Recipient consents to the use of electronic signatures by the Board. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically in the manner specified by the Board. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an

electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

THEREFORE, the Parties have executed this Agreement. This Agreement must have the signature of an authorized representative of Recipient.

**CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS**

By: _____
Daniel Babyak

DATE: _____

APPROVED AS TO FORM:

By: _____
Office of General Counsel

THIS AGREEMENT IS ACCEPTED BY:

RECIPIENT: City of Fort Lupton

By execution, signer certifies s/he is authorized to bind the City of Fort Lupton to the terms of this Agreement.

By: _____

DATE: 9/9/2022

TITLE: Mayor
[for other than an individual]

RECIPIENT: Burns & McDonnell, Co.

By execution, signer certifies s/he is authorized to bind the Burns & McDonnell to the terms of this Agreement.

By: _____

DATE: 9/9/2022

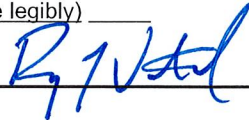
TITLE: _____
[for other than an individual]

Each employee and/or subcontractor of the City of Fort Lupton identified as having a need to receive the Confidential Information shall execute an original of this Agreement. The City of Fort Lupton shall provide the executed originals to the Board.

To be completed by an employee of the City of Fort Lupton:

I, Roy Vestal, agree to the terms of this Agreement.

(Print name legibly)

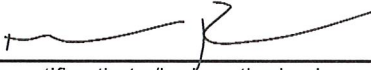
Signature: 

Date: 9/9/2022

To be completed by a subcontractor of The City of Fort Lupton:

I, Ryan Brong, a subcontractor of the City of Fort Lupton, agree to the terms of this Agreement.

(Print name legibly)

Signature: 

Date: 9/9/2022

By execution, signer certifies that s/he is authorized to accept and bind the subcontractor of The City of Fort Lupton to the terms of this Agreement.



SUBJECT FOR DISCUSSION

Accepting an Application and Approving a Resolution Establishing All of the City of Fort Lupton as the Neighborhood for the Application Submitted by El Reparo Mexican & Grill, Inc. for a Hotel and Restaurant Liquor License at 815 7th Street Unit A & B and Setting a Public Hearing for October 18, 2022, for Consideration of the Application.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

El Reparo Mexican & Grill, Inc., has submitted an application for a Hotel and Restaurant Liquor License at 815 7th Street Unit A & B. Colorado Revised Statutes state that the Local Licensing Authority shall establish an affected neighborhood and schedule a public hearing for said application.

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

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

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

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Approve the Resolution establishing all of the City of Fort Lupton as the neighborhood for the application submitted by El Reparo Mexican & Grill, Inc., for a Hotel and Restaurant Liquor License at 815 7th Street Unit A & B and setting a Public Hearing for October 18, 2022, for consideration of the application.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2022R0XX

A RESOLUTION OF THE FORT LUPTON CITY COUNCIL, ACTING AS THE LOCAL LICENSING AUTHORITY, ACCEPTING THE APPLICATION, ESTABLISHING ALL OF THE CITY OF FORT LUPTON AS THE NEIGHBORHOOD FOR THE APPLICATION SUBMITTED BY EL REPARO MEXICAN & GRILL, INC., FOR A HOTEL AND RESTAURANT LICENSE AND SETTING A PUBLIC HEARING FOR OCTOBER 18, 2022, FOR CONSIDERATION OF THE APPLICATION

WHEREAS, El Reparo Mexican & Grill, Inc., has submitted an application for a Hotel and Restaurant Liquor License at 815 7th Street Units A & B in Fort Lupton; and

WHEREAS, the Local Licensing Authority, before granting any license, shall consider the reasonable requirements of the neighborhood and the desire of the adult inhabitants as evidenced by petitions, remonstrance or otherwise, and all other reasonable restrictions that are or may be placed upon the neighborhood by the local licensing authority; and

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

NOW THEREFORE BE IT RESOLVED by the City Council, acting as the Local Licensing Authority, that the affected neighborhood for the application, El Reparo Mexican & Grill, Inc., for a Hotel and Restaurant Liquor License will be all of the City of Fort Lupton, and the Public Hearing to consider the application will be October 18, 2022, at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers at the City Hall at 130 South McKinley Avenue, Fort Lupton, Colorado. Comments filed in writing with the City or made at the hearing from any adult citizen of Fort Lupton will be considered at that hearing. Notice of the hearing shall be posted on the premises and published according to law.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 20th DAY OF SEPTEMBER 2022.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Accepting an Application and Approving a Resolution Establishing All of the City of Fort Lupton as the Neighborhood for the Application Submitted by Family Dollar Stores of Colorado, LLC dba Family Dollar #25949 for a Fermented Malt Beverage ("FMB") Off-Premises License at 130 S. Denver Ave. and Setting a Public Hearing for October 18, 2022, for Consideration of the Application.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Family Dollar Stores of Colorado, LLC dba Family Dollar #25949, has submitted an application for a FMB License at 130 S. Denver Ave. Colorado Revised Statutes state that the Local Licensing Authority shall establish an affected neighborhood and schedule a public hearing for said application.

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

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

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

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Approve the Resolution establishing all of the City of Fort Lupton as the neighborhood for the application submitted by Family Dollar Stores of Colorado, LLC dba Family Dollar #25949., for a Fermented Malt Beverage ("FMB") Off-Premises License at 130 S. Denver Ave. and setting a Public Hearing for October 18, 2022, for consideration of the application.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2022R0XX

A RESOLUTION OF THE FORT LUPTON CITY COUNCIL, ACTING AS THE LOCAL LICENSING AUTHORITY, ACCEPTING THE APPLICATION, ESTABLISHING ALL OF THE CITY OF FORT LUPTON AS THE NEIGHBORHOOD FOR THE APPLICATION SUBMITTED BY FAMILY DOLLAR STORES OF COLORADO, LLC, DBA FAMILY DOLLAR #25949 INC., FOR A FERMENTED MALT BEVERAGE LICENSE AND SETTING A PUBLIC HEARING FOR OCTOBER 18, 2022, FOR CONSIDERATION OF THE APPLICATION

WHEREAS, Family Dollar Stores of Colorado, LLC dba Family Dollar #25949, has submitted an application for a Fermented Malt Beverage Off-Premises License at 130 S. Denver Ave. in Fort Lupton; and

WHEREAS, the Local Licensing Authority, before granting any license, shall consider the reasonable requirements of the neighborhood and the desire of the adult inhabitants as evidenced by petitions, remonstrance or otherwise, and all other reasonable restrictions that are or may be placed upon the neighborhood by the local licensing authority; and

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

NOW THEREFORE BE IT RESOLVED by the City Council, acting as the Local Licensing Authority, that the affected neighborhood for the application, Family Dollar Stores of Colorado, LLC dba Family Dollar #25949, for a Fermented Malt Beverage Off-Premises License will be all of the City of Fort Lupton, and the Public Hearing to consider the application will be October 18, 2022, at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers at the City Hall at 130 South McKinley Avenue, Fort Lupton, Colorado. Comments filed in writing with the City or made at the hearing from any adult citizen of Fort Lupton will be considered at that hearing. Notice of the hearing shall be posted on the premises and published according to law.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 20th DAY OF SEPTEMBER 2022.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Upcoming Events

September 20, 2022	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
September 27, 2022	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
October 4, 2022	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
October 11, 2022	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
October 15, 2022	Budget Retreat, 130 S. McKinley Ave. 9:00 a.m.
October 15, 2022	Pumpkinfest & Haunted Hayride, The Fort- 2001 Historic Pkwy 4:00 p.m. – 9:00 p.m.

