



**City of Fort Lupton
City Council
REGULAR MEETING AGENDA
Tuesday, October 6, 2020
7:00 PM
130 South McKinley Avenue**

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

TO PARTICIPATE REMOTELY, PLEASE REGISTER AT:

<https://attendee.gotowebinar.com/register/3302585894167381776>

Pledge of Allegiance

Call to Order - Roll Call

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

Approval of Agenda

Review of Accounts Payables

- a. 10062020 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. 09152020 City Council Meeting Minutes
- b. Second Reading Ordinance 2020-1099 An Ordinance Annexing Land Legally Described in Exhibit "A" Known as the Smith Annexation and Approving the Annexation Agreement
- c. Second Reading Ordinance 2020-1100 An Ordinance Initially Zoning Land Known as the Smith Initial Zoning Legally Described in Exhibit A to the 'A' Agricultural Zone District
- d. AM 2020-166 Approving the Weld County Terminal Services Agreement with Weld County Sheriff's Office Records
- e. AM 2020-167 Approve Payment to Weld County for the State Highway 52 Planning & Environmental Linkages (PEL) Study and Access Control Plan (ACP) to be Paid from the General Fund for an Amount not to Exceed \$28,000

- f. AM 2020-170 Approve an Agreement with Integral Recoveries, Inc. to Provide Collection Services for the Recreation Department

Action Memorandum

- a. AM 2020-169 An Ordinance to Accept Right of Way from Richard Allen and Deborah L Smith for 190 Feet of the Northern Portion of County Road 24
- b. AM 2020-171 Approving a Resolution Establishing All of the City of Fort Lupton as the Neighborhood for the Application Submitted by SGH Dhillon & 7-Eleven, Inc. dba 7-Eleven Store 41243A for a Fermented Malt Beverage License Application at 1400 2nd Street and Setting a Public Hearing for November 3, 2020 for Consideration of the Application
- c. AM 2020-168 Approving Repairs for Well 5 by Quality Well and Pump for an Amount not to Exceed \$22,200.84 Allocated from the Utility Fund
- d. AM 2020-172 To Accept Colorado Department of Transportation (CDOT) Revised Offer of \$1,200,000 for Devolution of Denver Avenue from 1st Street North to 14th Street
- e. AM 2020-173 Approving Quit Claim Deed Exchange with Melissa and Adrian Vigil Related to Northwest Addition Amendment No 2 Subdivision

Information Memorandum

- a. IM 2020-005 Accountant II Position in the Finance Department
- b. IM 2020-006 Presentation of the 2021 Financial Plan and Six Year Capital Improvement Program

Staff Reports

Mayor/Council Reports

Future City Events

- a. 10062020 Upcoming Events

Adjourn

Remote Meeting Instructions The meeting will be held at City Hall in the Council Chambers. You are welcome to attend either in person or remotely through GoToWebinar. For your safety and ours we will be enforcing social distancing protocols, including but not limited to, limiting the number of people allowed into Council Chambers at a time, encouraging the use of face masks, and requiring a six-foot separation. Additional instructions on meeting conduct will be provided prior to the start of the meeting. If you would like to participate remotely, registration is required through your computer or via GoToWebinar App on your smart phone. The registration link is provided at the beginning of the Agenda. After registering, you will receive a confirmation email containing information about joining the webinar.



City of Fort Lupton

Check Report

By Check Number

Date Range: 09/22/2020 - 10/05/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Golf Course-Golf Course						
000024	ACE HARDWARE OF FORT LUPTON	09/28/2020	Regular	0.00	8.99	83992
85077	Invoice	09/23/2020	GOLF-LEVER FLUSH SIDE MOUNT-PRO SHOP	0.00	8.99	
000073	AMERICAN EAGLE DISTRIBUTING CO	09/28/2020	Regular	0.00	412.55	83993
119408	Invoice	09/23/2020	GOLF-BEVERAGES-PRO SHOP	0.00	412.55	
000160	BREAKTHRU BEVERAGE GROUP	09/28/2020	Regular	0.00	109.67	83994
336909409	Invoice	09/23/2020	GOLF-BEVERAGES-PRO SHOP	0.00	109.67	
000239	CITY OF FORT LUPTON	09/28/2020	Regular	0.00	100,295.81	83995
INV00815	Invoice	09/23/2020	GOLF-07/25-08/07 PAYROLL PAID ON 8/14/...	0.00	33,671.01	
INV00817	Invoice	09/23/2020	GOLF-8/8-8/21 PAYROLL PAID ON 08/28/20	0.00	33,720.98	
INV00819	Invoice	09/23/2020	GOLF-8/22-94 PAYROLL PAID ON 9/11/20	0.00	32,128.17	
INV00823	Invoice	09/23/2020	GOLF-REIMBURSE CITY-PINNACOL INV20137...	0.00	772.11	
INV00826	Invoice	10/01/2020	GOLF-OCT20 EMPLOYEE ASSISTANCE PROG...	0.00	3.54	
000567	HIGH COUNTRY BEVERAGE CORP	09/28/2020	Regular	0.00	962.45	83996
W-3224614	Invoice	09/23/2020	GOLF-BEVERAGES-PRO SHOP	0.00	237.55	
W-38649420	Invoice	09/23/2020	GOLF-BEVERAGES-PRO SHOP	0.00	724.90	
000999	SHAMROCK FOODS COMPANY	09/28/2020	Regular	0.00	898.93	83997
21030111	Invoice	09/23/2020	GOLF-FOOD/SNACKS/SUPPLIES-PRO SHOP	0.00	898.93	
001751	SPORTS TURF IRRIGATION	09/28/2020	Regular	0.00	180.00	83998
97170-IN	Invoice	09/23/2020	GOLF-IRRIGATION SUPPLIES-MAINT	0.00	180.00	
001052	SWIRE COCA-COLA, USA	09/28/2020	Regular	0.00	403.68	83999
13923209119	Invoice	09/23/2020	GOLF-BEVERAGES-PRO SHOP	0.00	306.96	
13923209211	Invoice	09/23/2020	GOLF-BEVERAGES-PRO SHOP	0.00	96.72	
002445	TCF NATIONAL BANK	09/28/2020	Regular	0.00	10,678.08	84000
6690226	Invoice	09/23/2020	GOLF-SEP20 LEASE PAYMENT-MAINT	0.00	10,678.08	
001105	TOSHIBA FINANCIAL SERVICES	09/28/2020	Regular	0.00	226.50	84001
424160026	Invoice	09/23/2020	GOLF-SEP20 COPIER LEASE-PRO SHOP	0.00	226.50	
001963	WASTE CONNECTIONS OF COLO, INC	09/28/2020	Regular	0.00	305.96	84002
31174334 SEP20	Invoice	09/23/2020	GOLF-SEP20 TRASH SERVICES-MAINT	0.00	125.71	
31174343-001 SE...	Invoice	09/23/2020	GOLF-SEP20 TRASH SERVICES-PRO SHOP	0.00	180.25	
001207	WESTERN DISTRIBUTING INC	09/28/2020	Regular	0.00	213.00	84003
371-03455	Invoice	09/23/2020	GOLF-BEVERAGES-PRO SHOP	0.00	213.00	
001224	XCEL ENERGY-GAS	09/28/2020	Regular	0.00	104.22	84004
5322229501 SEP20	Invoice	09/23/2020	GOLF-SEP20 GAS BILL-PRO SHOP	0.00	104.22	
000024	ACE HARDWARE OF FORT LUPTON	10/05/2020	Regular	0.00	3.00	84005
85300	Invoice	09/30/2020	GOLF-TOILET SEAT-PRO SHOP	0.00	3.00	
000073	AMERICAN EAGLE DISTRIBUTING CO	10/05/2020	Regular	0.00	131.45	84006
129125	Invoice	09/30/2020	GOLF-BEVERAGES-PRO SHOP	0.00	191.45	
846338	Credit Memo	09/30/2020	GOLF-BBL RETURN-PRO SHOP	0.00	-60.00	
000307	COMCAST CABLE COMM, LLC	10/05/2020	Regular	0.00	22.20	84007
606460025494 SE...	Invoice	09/30/2020	GOLF-SEP20 CABLE TV SERVICES-PRO SHOP	0.00	22.20	
000567	HIGH COUNTRY BEVERAGE CORP	10/05/2020	Regular	0.00	636.45	84008

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
W-3227598	Invoice	09/30/2020	GOLF-BEVERAGES-PRO SHOP	0.00	636.45	
000944	REPUBLIC NATIONAL DISTRIBUTING CO LLC	10/05/2020	Regular	0.00	225.75	84009
5844572	Invoice	09/30/2020	GOLF-BEVERAGES-PRO SHOP	0.00	144.80	
5844591	Invoice	09/30/2020	GOLF-BEVERAGES-PRO SHOP	0.00	80.95	
000999	SHAMROCK FOODS COMPANY	10/05/2020	Regular	0.00	1,404.17	84010
21045140	Invoice	09/30/2020	GOLF-FOOD/SNACKS/BEVERAGES-PRO SHOP	0.00	955.50	
21045141	Invoice	09/30/2020	GOLF-FOOD/SNACKS/BEVERAGES-PRO SHOP	0.00	448.67	
001052	SWIRE COCA-COLA, USA	10/05/2020	Regular	0.00	215.21	84011
13923209297	Invoice	09/30/2020	GOLF-BEVERAGES-PRO SHOP	0.00	198.96	
13923209298	Invoice	09/30/2020	GOLF-BEVERAGES-PRO SHOP	0.00	16.25	
001183	WAXIE SANITARY SUPPLY	10/05/2020	Regular	0.00	236.52	84012
79488235	Invoice	09/30/2020	GOLF-JANITORIAL SUPPLIES-PRO SHOP	0.00	74.79	
79488280	Invoice	09/30/2020	GOLF-JANITORIAL SUPPLIES-PRO SHOP	0.00	116.73	
79501682	Invoice	09/30/2020	GOLF-JANITORIAL SUPPLIES-PRO SHOP	0.00	45.00	
000285	COLORADO DEPARTMENT OF REVENUE	09/22/2020	Bank Draft	0.00	4,493.67	DFT0001394
AUG20 SALES TAX	Invoice	09/22/2020	GOLF-AUG20 SALES TAX	0.00	4,493.67	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	34	21	0.00	117,674.59
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	4,493.67
EFT's	0	0	0.00	0.00
	35	22	0.00	122,168.26

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
001301	AAA AUTO PARTS INC	09/28/2020	Regular	0.00	20.05	68294
95229	Invoice	09/22/2020	GF-FUSES, GREASE ETC-PARKS	0.00	20.05	
001947	AMERICAN UNITED LIFE INSURANCE COMPANY	09/28/2020	Regular	0.00	5,155.41	68295
G 00617833 OCT20	Invoice	10/01/2020	LI, AD&D, LTD, STD Ins Prem	0.00	5,155.41	
001820	BADGER METER	09/28/2020	Regular	0.00	20,987.27	68296
1387871	Invoice	09/22/2020	New Meters / Accessories	0.00	14,211.51	
1387872	Invoice	09/22/2020	New Meters / Accessories	0.00	6,775.76	
002122	BURNS & MCDONNELL ENGINEERING CO INC	09/28/2020	Regular	0.00	142,383.24	68297
122081-6	Invoice	09/22/2020	UF- WWTP Improvement Design- WWTP	0.00	142,383.24	
000182	CEM SALES & SERVICE INC	09/28/2020	Regular	0.00	981.00	68298
152918	Invoice	09/22/2020	REC-POOL/SPA CHLORINE BRIQUETTES	0.00	981.00	
000232	CIRSA	09/28/2020	Regular	0.00	130.00	68299
200967	Invoice	09/22/2020	GF-PC60111172 DEDUCTIBLE -MISC	0.00	130.00	
000306	COMCAST BUSINESS	09/28/2020	Regular	0.00	3,088.55	68300
108123502	Invoice	09/23/2020	Comcast Phones	0.00	3,088.55	
000307	COMCAST CABLE COMM, LLC	09/28/2020	Regular	0.00	498.68	68301
606460117309 SE...	Invoice	09/22/2020	REC-CABLE/MUSIC SERVICES	0.00	268.05	
606460164533 SE...	Invoice	09/22/2020	GF-SEP20 CABLE/INTERNET SERVICES-PW S...	0.00	230.63	
001517	CORE&MAIN LP	09/28/2020	Regular	0.00	3,600.00	68302
M898582	Invoice	09/22/2020	UF-20X36 METER PIT-W LINES	0.00	3,600.00	
000410	E-470 PUBLIC HIGHWAY AUTHORITY	09/28/2020	Regular	0.00	4.10	68303
2058157355	Invoice	09/22/2020	GF-TOLLS-PD	0.00	4.10	
000436	ENVIROTECH SERVICES, INC	09/28/2020	Regular	0.00	2,697.17	68304
CD202022313	Invoice	09/22/2020	Ice Slicer	0.00	1,357.88	
CD202022314	Invoice	09/22/2020	Ice Slicer	0.00	1,339.29	
000465	FIRE & POLICE PENSION ASC	09/28/2020	Regular	0.00	1,486.59	68305
91120	Invoice	09/14/2020	GF-FPPA FOR 09/11/20 PAYROLL-PD	0.00	1,486.59	
002568	FORT LUPTON CAR WASH	09/28/2020	Regular	0.00	222.00	68306
131	Invoice	09/22/2020	GF-VEHICLE MAINTENANCE-PD	0.00	222.00	
001930	HUMANA HEALTH PLAN INC	09/28/2020	Regular	0.00	76,865.83	68307
379450800	Invoice	10/01/2020	GF-HEALTH, DENTAL, VISION NS FOR OCT20	0.00	76,865.83	
001786	JOHNSON CONTROLS SECURITY SOLUTIONS	09/28/2020	Regular	0.00	170.41	68308
34830175	Invoice	09/22/2020	CPR-QUARTERLY BILLING 01/01/20-12/31/20..	0.00	170.41	
002223	JUAN PRECIANDO	09/28/2020	Regular	0.00	315.00	68309
2006621.001	Invoice	09/23/2020	REC-ANNUAL PASS REFUND	0.00	315.00	
000745	LOUIS A GRESH	09/28/2020	Regular	0.00	1,500.00	68310
SEP20	Invoice	09/23/2020	GF-SEP20 ARRAIGNMENTS-COURT	0.00	1,500.00	
002027	MURRAYSMITH INC	09/28/2020	Regular	0.00	27,700.23	68311
20-2476.00-5	Invoice	08/20/2020	WST- Non-Pot Pumphouse Engineering- WTP	0.00	11,046.50	
20-2746.00-4	Invoice	08/20/2020	WST- Non-Pot Pumphouse Engineering- WTP	0.00	11,950.23	
20-2746.00-7	Invoice	08/20/2020	WST- Non-Pot Pumphouse Engineering- WTP	0.00	4,703.50	
000862	O'REILLY AUTO PARTS	09/28/2020	Regular	0.00	14.97	68312
4489-237411	Invoice	09/22/2020	GF-FUSES-PARKS	0.00	14.97	
001943	PINNACOL ASSURANCE	09/28/2020	Regular	0.00	11,935.81	68313
20175369	Invoice	09/22/2020	GF- 2020 Workman's Comp Coverage	0.00	10,041.00	

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20175369 DED	Invoice	09/22/2020	GF-WC DEDUCTIBLES	0.00	1,894.81	
000932	R & M SERVICES	09/28/2020	Regular	0.00	13.99	68314
10543	Invoice	09/23/2020	GF-TIRE REPAIR, WASHER FLUID-PD	0.00	13.99	
002256	SA-SO	09/28/2020	Regular	0.00	1,705.50	68315
CM2020-0535	Credit Memo	05/21/2020	GF-CREDIT FOR INV S20-0535 SOLAR KIT-STR...	0.00	-101.08	
S20-2142	Invoice	09/22/2020	Solar Stop Sign CR25/CR20	0.00	1,806.58	
001040	STERICYCLE	09/28/2020	Regular	0.00	58.25	68316
3005254197	Invoice	09/22/2020	REC-BIOHAZARD	0.00	58.25	
001105	TOSHIBA FINANCIAL SERVICES	09/28/2020	Regular	0.00	901.01	68317
424157121	Invoice	09/23/2020	Copier Lease	0.00	901.01	
001963	WASTE CONNECTIONS OF COLO, INC	09/28/2020	Regular	0.00	193.34	68318
31177334 SEP20	Invoice	09/23/2020	CEM-SEP20 TRASH SERVICES	0.00	90.79	
33175457 SEP20	Invoice	09/23/2020	GF-SEP20 TRASH SERVICES-PARKS	0.00	102.55	
001203	WELD COUNTY SHERIFF'S OFFICE	09/28/2020	Regular	0.00	28.98	68319
1830 082020	Invoice	09/22/2020	GF-314066 8/24 JAIL FEES-COURT	0.00	28.98	
001224	XCEL ENERGY-GAS	09/28/2020	Regular	0.00	105.06	68320
5320352381 SEP20	Invoice	09/23/2020	GF-SEP20 GAS SERVICES-FAC	0.00	105.06	
001301	AAA AUTO PARTS INC	10/05/2020	Regular	0.00	171.56	68321
94932	Invoice	09/30/2020	PARTS FOR REPAIRS	0.00	57.50	
95140	Invoice	09/30/2020	REPAIR PARTS	0.00	114.06	
000031	ADAMSON POLICE PRODUCTS	10/05/2020	Regular	0.00	851.00	68322
INV333719	Invoice	09/08/2020	GF-NAME TAPES-CODE ENF	0.00	14.00	
INV333988	Invoice	09/09/2020	GF-VEST CARRIER, ID PATCH-PD	0.00	182.00	
INV334013	Invoice	09/09/2020	GF-VEST FLYINGHAWK-PD	0.00	655.00	
000081	AMERICAN SPRINKLER, INC	10/05/2020	Regular	0.00	1,675.00	68323
2994	Invoice	09/30/2020	CPR-FIRE SPRINKLER INSPECTION-COM CTR	0.00	475.00	
2995	Invoice	09/30/2020	GF-FIRE SPRINKLER INSPECTION/REPAIR-FAC	0.00	1,200.00	
000196	CARQUEST AUTO PARTS	10/05/2020	Regular	0.00	389.85	68324
2057-453772	Invoice	09/30/2020	UF-HYDRANT WATER METERS CUT OFF WHE...	0.00	15.00	
2057-453890	Invoice	09/30/2020	COOLANTS	0.00	100.63	
2057-453982	Invoice	09/30/2020	OIL, BRAKE CLEANER	0.00	112.96	
2057-453997	Invoice	09/30/2020	GF-PARTS FOR UNITS A22,30,34	0.00	76.58	
2057-454399	Invoice	09/30/2020	LAMPS FOR EQUIPMENT	0.00	23.12	
2057-454485	Invoice	09/30/2020	FLEET GENERAL SUPPLIES	0.00	61.56	
000268	COLORADO ANALYTICAL LAB	10/05/2020	Regular	0.00	92.00	68325
200918073	Invoice	09/30/2020	UF-TOTAL COLIFORM TEST-W LINES	0.00	46.00	
200922091	Invoice	09/30/2020	GF-TOTAL COLIFORM TESTS-W LINES	0.00	46.00	
000307	COMCAST CABLE COMM, LLC	10/05/2020	Regular	0.00	97.85	68326
606460159244 SE...	Invoice	09/30/2020	GF-SEP20 FAX/INTOXILIZER SERVICES-PD	0.00	97.85	
001517	CORE&MAIN LP	10/05/2020	Regular	0.00	2,652.80	68327
N023442	Invoice	09/30/2020	UF-20X36 METER PITS-W LINES	0.00	2,250.00	
N027085	Invoice	09/30/2020	UF-ADAPTERS, 3/4" BRASS CAP-W LINES	0.00	402.80	
000330	CPS DISTRIBUTORS INC	10/05/2020	Regular	0.00	681.23	68328
3822347-001	Invoice	09/30/2020	GF-SPRINKLER SUPPLIES-PARKS	0.00	681.23	
000372	DELL MARKETING LP	10/05/2020	Regular	0.00	3,352.82	68329
10426849250	Invoice	09/30/2020	two Dell XPS 13 2in 1 7390 laptops	0.00	3,352.82	
000424	EJ USA, INC	10/05/2020	Regular	0.00	2,401.36	68330
110200073707	Invoice	09/30/2020	UF-SEWER LINE SUPPLIES-S LINES	0.00	1,895.60	

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110200073708	Invoice	09/30/2020	UF-2400A UND SW-S LINES	0.00	505.76	
000429	EMPIRE PORTABLE RESTROOMS	10/05/2020	Regular	0.00	616.95	68331
52300	Invoice	09/30/2020	PORTABLE RESTROOMS 9/15-10/12/20	0.00	507.00	
52401	Invoice	09/30/2020	GF-PEARSON PARK RESTROOM SERV-FAC	0.00	109.95	
000462	FIDELITY NATL TITLE INS CO	10/05/2020	Regular	0.00	0.39	68332
660201202 SEP	Invoice	09/30/2020	UF-421 CLUBHOUSE DRIVE FT LUPTON REF...	0.00	0.39	
000513	G & G EQUIPMENT	10/05/2020	Regular	0.00	91.65	68333
102901	Invoice	09/30/2020	GF-9" TOOTH BLADE, CUTTING WEEDS-STRE...	0.00	57.60	
103063	Invoice	09/30/2020	CEM-BRAKE CONTROL CABLE	0.00	34.05	
002448	HIGH PLAINS NEW HOLLAND	10/05/2020	Regular	0.00	345.42	68334
110893	Invoice	09/30/2020	GF-AIR, FUEL, CABIN, OIL AND HYD FILTERS-...	0.00	345.42	
002088	LOGMEIN USA INC	10/05/2020	Regular	0.00	221.75	68335
1207913947	Invoice	09/30/2020	LogMeIn - End date of GoToMeeting	0.00	220.60	
1207955869	Invoice	09/30/2020	LogMeIn - OpenVoice end date of 04/20/20...	0.00	1.15	
002603	NORTHERN TOOL & EQUIPMENT	10/05/2020	Regular	0.00	6,610.58	68336
46052965	Invoice	09/30/2020	Salt Spreaders	0.00	6,610.58	
000862	O'REILLY AUTO PARTS	10/05/2020	Regular	0.00	49.97	68337
4489-234365	Invoice	09/30/2020	8" BRUSH, MICROCLOTH	0.00	32.98	
4489-236306	Invoice	09/30/2020	CONNECTORS	0.00	16.99	
000931	R & L TIRES	10/05/2020	Regular	0.00	12.00	68338
37183	Invoice	09/30/2020	CEM-TIRE REPAIR	0.00	12.00	
000935	RAQUEL FERSZT	10/05/2020	Regular	0.00	143.75	68339
892321	Invoice	09/30/2020	GF-SEP20 TRANSLATOR SERVICES-COURT	0.00	143.75	
001075	THE CONSOLIDATED MUTUAL	10/05/2020	Regular	0.00	161.51	68340
71320 C	Invoice	09/30/2020	UF-JUN20 ELECTRICAL PERRY PIT WELL C-WS...	0.00	31.51	
71320 PUMP	Invoice	09/30/2020	UF-JUN20 ELECTRICAL PERRY PIT DISCHARGE...	0.00	97.84	
73120 B	Invoice	09/30/2020	UF-JUN20 ELECTRICAL PERRY PIT WELL B-W...	0.00	32.16	
001147	USA BLUE BOOK	10/05/2020	Regular	0.00	1,669.63	68341
360857	Invoice	09/30/2020	UF-MARKING WHISKERS, FLAGS	0.00	1,669.63	
001183	WAXIE SANITARY SUPPLY	10/05/2020	Regular	0.00	468.56	68342
79483007	Invoice	09/30/2020	GF-DOGGIE WASTE BAGS, TRASH BAGS-PARKS	0.00	468.56	
001201	WELD COUNTY SCH DIST RE8	10/05/2020	Regular	0.00	27.50	68343
E0015292-1 SEP20	Invoice	09/30/2020	GF-RESTITUTION 39941	0.00	27.50	
002635	AMANDA ORNELAS	10/05/2020	Regular	0.00	20.00	68344
2006623.001	Invoice	09/30/2020	REC CENTER REFUNDS	0.00	20.00	
002631	ANGELENA KAMERZELL	10/05/2020	Regular	0.00	45.00	68345
2006615.001	Invoice	09/30/2020	REC CENTER REFUNDS	0.00	45.00	
002637	EMILY SPARKS	10/05/2020	Regular	0.00	45.00	68346
2006617.001	Invoice	09/30/2020	REC CENTER REFUNDS	0.00	45.00	
002636	MARLON HANDOCK	10/05/2020	Regular	0.00	20.00	68347
2006622.001	Invoice	09/30/2020	REC CENTER REFUNDS	0.00	20.00	
002633	RUDY VASQUEZ	10/05/2020	Regular	0.00	20.00	68348
2006625.001	Invoice	09/30/2020	REC CENTER REFUNDS	0.00	20.00	
002630	RYAN SINGLETON	10/05/2020	Regular	0.00	350.00	68349
2006618.001	Invoice	09/30/2020	REC CENTER REFUNDS	0.00	350.00	
002629	STEVEN SHEATS	10/05/2020	Regular	0.00	350.00	68350

Check Report

Date Range: 09/22/2020 - 10/05/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2006619.001	Invoice	09/30/2020	REC CENTER REFUNDS	0.00	350.00	
002634	THOMAS RODRIGUEZ	10/05/2020	Regular	0.00	20.00	68351
2006624.001	Invoice	09/30/2020	REC CENTER REFUNDS	0.00	20.00	
000119	BANK OF COLORADO	09/25/2020	Bank Draft	0.00	5,286.73	DFT0001388
INV0000870	Invoice	09/25/2020	HSA DISTRIBUTION	0.00	5,286.73	
000119	BANK OF COLORADO	09/25/2020	Bank Draft	0.00	525.54	DFT0001389
INV0000871	Invoice	09/25/2020	HSA DISTRIBUTION	0.00	525.54	
001416	VALIC_1	09/25/2020	Bank Draft	0.00	27,560.70	DFT0001390
INV0000872	Invoice	09/25/2020	VALIC - 457(b) \$ Contributions	0.00	27,560.70	
001265	IRS	09/25/2020	Bank Draft	0.00	45,349.41	DFT0001391
INV0000873	Invoice	09/25/2020	Federal Withholding	0.00	45,349.41	
001418	CO DEPARTMENT OF REVENUE	09/25/2020	Bank Draft	0.00	7,342.26	DFT0001392
INV0000874	Invoice	09/25/2020	CO Withholding	0.00	7,342.26	
001416	VALIC_1	09/24/2020	Bank Draft	0.00	244.53	DFT0001395
INV0000875	Invoice	09/24/2020	VALIC - 457(b) ROTH % Contributions	0.00	244.53	
001265	IRS	09/24/2020	Bank Draft	0.00	476.41	DFT0001396
INV0000876	Invoice	09/24/2020	Federal Withholding	0.00	476.41	
001418	CO DEPARTMENT OF REVENUE	09/24/2020	Bank Draft	0.00	83.81	DFT0001397
INV0000877	Invoice	09/24/2020	CO Withholding	0.00	83.81	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	84	58	0.00	326,417.57
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	8	0.00	86,869.39
EFT's	0	0	0.00	0.00
	92	66	0.00	413,286.96

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	118	79	0.00	444,092.16
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	9	9	0.00	91,363.06
EFT's	0	0	0.00	0.00
	127	88	0.00	535,455.22

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	9/2020	119,293.51
600	GOLF ENTERPRISE FUND	10/2020	2,874.75
999	POOLED CASH/CONSOLIDATED CASH	9/2020	389,631.83
999	POOLED CASH/CONSOLIDATED CASH	10/2020	23,655.13
			535,455.22

Transaction Date	Merchant Name	Product Description		Net Cost	Account #
7/1/2020	SAFEWAY #1045	GF-Flowers for staff-Ida-CITY ADM	\$	25.98	100-1100-550100
7/1/2020	SAFEWAY #1045	GF-Card for staff-CITY ADM	\$	3.99	100-1100-55100
7/2/2020	PAYPAL *IIMC IIMC	GF-Virtual Institute 7-CITY CLK	\$	50.00	100-1300-532800
7/9/2020	PAYPAL *IIMC IIMC	GF-Virtual Institue 8-CITY CLK	\$	50.00	100-1300-532800
7/13/2020	COLORADO MUNICIPAL LEA	GF-Virtual Conference Registration 8/25-27-CITY CLK	\$	99.00	100-1300-532800
			\$	228.97	
7/1/2020	DHS EQUIPMENT	UF-Concrete Saw's Walker Sun BTS 635-W LINES	\$	54.01	400-5000-532400
7/1/2020	DHS EQUIPMENT	GF-Concrete Saw's Walker Sun BTS 635-STREETS	\$	54.01	100-3100-532400
7/1/2020	AIR CARE COLORADO GREE	GF-1999 Ford F-250 Unit #04-STREETS	\$	25.00	100-3100-532700
7/6/2020	THE HOME DEPOT #1547	UF-Nails-W LINES	\$	32.75	400-5000-520100
7/6/2020	THE HOME DEPOT #1547	UF-Nails-S LINES	\$	32.76	400-5130-520100
7/7/2020	AMZN MKTP US*MJ9IC1XU0	UF-Radio detection-W LINES	\$	50.50	400-5000-531050
7/7/2020	AMZN MKTP US*MJ9IC1XU0	UF-Radio detection-S LINES	\$	50.50	400-5130-531050
7/8/2020	ACE HARDWARE OF FORT L	GF-Cert loader 924k Unit #32-STREETS	\$	10.47	100-3100-532400
7/8/2020	ACE HARDWARE OF FORT L	UF-Cert loader 924k Unit #32-PW SHOP	\$	10.46	400-3000-532400
7/9/2020	AMZN MKTP US*MJ6GL27H1	GF-tools-PW SHOP	\$	32.43	100-3000-532700
7/12/2020	AMAZON.COM*MJ9NU4YV1 A	GF-tools-PW SHOP	\$	49.98	100-3000-532700
7/13/2020	ACE HARDWARE OF FORT L	GF-2007 Elgin sweeper unit #17-STREETS	\$	29.57	100-3100-532400
7/14/2020	VANDER HAAGS INC	UF-Seat belt latch-W LINES	\$	63.44	400-5000-532400
7/15/2020	ACE HARDWARE OF FORT L	CEM-Pump port fittings-CEM	\$	8.99	350-3670-532000
7/22/2020	ACE HARDWARE OF FORT L	GF-Bathroom supplies-PW SHOP	\$	17.98	100-3000-520100
7/8/2020	ACE HARDWARE OF FORT L	GF-Cleaners and paddlock-PW SHOP	\$	21.97	100-3000-520100
7/2/2020	ACE HARDWARE OF FORT L	UF-nitril gloves-S LINES	\$	39.98	400-5130-520100
7/27/2020	ACE HARDWARE OF FORT L	CEM-Pump port fittings-CEM	\$	8.99	350-3670-532600
7/2/2020	ACE HARDWARE OF FORT L	GF-mobile mechanic tool set-ENG	\$	69.99	100-3400-53150
7/15/2020	ACE HARDWARE OF FORT L	GF-tool-ENG	\$	25.98	100-3400-531050
7/16/2020	SBM TRAVEL SHOP	GF-Fuel #12-STREETS	\$	15.90	100-3100-520800
7/15/2020	OFFICE DEPOT #1080	GF-Ink for Anthony-PW SHOP	\$	92.15	100-3000-520200
7/15/2020	OFFICE DEPOT #1080	GF-Ink for Anthony-PW SHOP	\$	36.82	100-3000-520200
7/28/2020	OFFICE DEPOT #1080	GF-Ink for Jeanelle-COURT	\$	63.74	100-1200-520200
7/28/2020	OFFICE DEPOT #1080	GF-Ink for Jeanelle-COURT	\$	75.16	100-1200-520200
7/28/2020	OFFICE DEPOT #1080	GF-Dish soap-CITY ADM	\$	5.58	100-1100-520100
7/29/2020	OFFICE DEPOT #1080	GF-Ink for Jeanelle-COURT	\$	82.02	100-1200-520200
			\$	1,007.12	
7/1/2020	LIND ELECTRONICS	GF-Auto Adapter for PD 2001-IT	\$	150.41	100-1500-531050
7/3/2020	AMZN MKTP US*MJ11L73N0	GF-Cables, Additional Server Shelf for Rec Center-IT	\$	35.24	100-1500-531050
7/3/2020	AMZN MKTP US*MJ11L73N0	GF-Cables, Additional Server Shelf for Rec Center-IT	\$	15.77	100-1500-531050
7/3/2020	AMZN MKTP US*MJ11L73N0	GF-Cables, Additional Server Shelf for Rec Center-IT	\$	13.83	100-1500-531050
7/4/2020	AMZN MKTP US*MJ8C29JA0	GF- Iphone SE 2020 - Curameng and Vasquezpdf-IT	\$	23.78	100-1500-520100
7/4/2020	AMAZON.COM*MJ5WG5XL1 A	CPR- StaceyK - Rec Center-ATHL	\$	96.52	230-6020-520100
7/6/2020	AMZN MKTP US*MJ6SI41R0	GF-Cables, Server Shelf for Rec Cameras-IT	\$	29.70	100-1500-531050
7/6/2020	AMZN MKTP US*MJ6SI41R0	GF-Cables, Server Shelf for Rec Cameras-IT	\$	29.65	100-1500-531050
7/6/2020	AMZN MKTP US*MJ6SI41R0	GF-Cables, Server Shelf for Rec Cameras-IT	\$	49.50	100-1500-531050
7/7/2020	AMZN MKTP US*MJ38H2BH1	GF-Cables, Additional Server Shelf for Rec Center-IT	\$	59.98	100-1500-531050
7/7/2020	AMZN MKTP US*MJ38H2BH1	GF-Cables, Additional Server Shelf for Rec Center-IT	\$	24.70	100-1500-531050
7/13/2020	AMZN MKTP US*MJ4NZ0UF0	GF-iPhone SE 2020 Case Daryl Jernigan Public Works-IT	\$	11.89	100-1500-520100
7/18/2020	AMAZON.COM*MV1EO33Q0 A	GF-iPhone Case Replacement for CNelson-IT	\$	19.99	100-1500-520100
7/20/2020	AMZN MKTP US*MV3OW6EY0	GF-Lobby WebCam-IT	\$	70.99	100-1500-520100
7/21/2020	AMAZON.COM*MV2CD2EO2 A	GF-Monitors (two)-IT	\$	279.98	100-1500-520100
7/23/2020	AMZN MKTP US*MV8OB87V1	GF-Samsung XCover Pro Case - PW - Fuentes-IT	\$	24.95	100-1500-520100
7/23/2020	AMAZON.COM*MV2LL1PV2 A	GF-iPhone SE2020 case (2)-IT	\$	39.40	100-1500-520100
7/28/2020	AMAZON.COM*MF3QQ24O1 A	GF-SSD Hard Drives for IT Laptops-IT	\$	279.98	100-1500-531050
7/28/2020	AMAZON.COM*MF5QB04A1 A	GF-RAM for IT Laptops-IT	\$	259.98	100-1500-531050
7/13/2020	APPLE.COM/BILL	GF-Monthly Microsoft 365-LEGIS	\$	9.99	100-1000-530600
7/18/2020	APPLE.COM/BILL	GF-Monthly icloud storage 200GB-LEGIS	\$	2.99	100-1000-530600
7/22/2020	NORDYS BBQ & GRILL	GF-Business lunch-LEGIS	\$	56.98	100-1000-533000
			\$	1,586.20	
7/28/2020	CGFOA	GF-GF-Dominguez Dues-Finance-FIN	\$	50.00	100-1600-530800
7/28/2020	CGFOA	GF-GF-Dominguez Int Gov Acctg Class-Finance-FIN	\$	40.00	100-1600-532800
7/29/2020	CGFOA	GF-GF-Kindle Budget 101 Class-Finance-FIN	\$	25.00	100-1600-532800
7/29/2020	CGFOA	GF-GF-Kindle Audit 101 Class-Finance-FIN	\$	25.00	100-1600-532800
7/30/2020	CO MOTOR VEH SERV RETA	UF-UF-Title for Sewer Vac Truck-Sewer Lines-S LINES	\$	7.20	400-5130-532400
7/30/2020	CO MOTOR VEH SERV RETA	GF-GF-2020 Explorer 95360 Title-Police-PD	\$	13.92	100-2100-531100
7/14/2020	PP*IMA	UF-UF-ROW Bond Term Storage Res-WTP-ADMIN	\$	103.25	400-5900-552600
7/16/2020	SAFEWAY #1045	GF-GF-Audrey Ribbon for Vase-Admin-CITY ADM	\$	4.99	100-1100-550100
7/16/2020	SAFEWAY #1045	GF-GF-Audrey & Terry Cards-Admin-CITY ADM	\$	8.58	100-1100-550100
7/16/2020	SAFEWAY #1045	GF-GF-Audrey & Terry Flowers-Admin-CITY ADM	\$	21.98	100-1100-550100

7/24/2020	CGFOA	GF-GF-CGFOA Membership Leann-Finance-FIN	\$	50.00	100-1600-530800
			\$	349.92	
7/1/2020	INDEED	GF-recruitment expenses-HR	\$	394.20	100-1400-532300
7/2/2020	COMPLIANCEDASHBOARD	GF-online compliance software-HR	\$	150.00	100-1400-530600
7/7/2020	USPS PO 0732220392	GF-postage for certified letter-HR	\$	6.95	100-1400-531800
7/6/2020	CBI ONLINE	GF-pre employment for B&G-HR	\$	5.00	100-1400-531900
			\$	556.15	
6/30/2020	ACE HARDWARE OF FORT L	REC-power strip	\$	7.99	500-6700 532500
7/2/2020	ACE HARDWARE OF FORT L	REC-hex key set	\$	9.18	500-6700 532500
7/2/2020	BRIGHTON FORD	CPR-pin for tail gate-COMM CTR	\$	22.40	230-6000 532700
7/7/2020	THE HOME DEPOT 1547	REC-dewalt sander	\$	89.00	500 6700 532500
7/7/2020	ACE HARDWARE OF FORT L	REC-6pc brush/stain	\$	17.33	500-6700 532500
7/8/2020	THE HOME DEPOT #1547	GF-T8 coolwhite 30pk	\$	59.81	100-110150
7/8/2020	THE HOME DEPOT #1547	GF-T12 cool white 30pk	\$	60.39	100-110150
7/9/2020	ACE HARDWARE OF FORT L	REC-qt stain	\$	16.34	500-6700 532500
7/10/2020	THE HOME DEPOT #1547	REC-drain pan	\$	16.98	500-6700 532500
7/10/2020	THE HOME DEPOT #1547	REC- 3/4 pvc elbow	\$	1.14	500-6700 532500
7/10/2020	THE HOME DEPOT #1547	REC-3/4pvc coupler	\$	1.14	500-6700 532500
7/10/2020	ACE HARDWARE OF FORT L	REC-potting soil	\$	11.99	500-6700 532500
7/10/2020	ACE HARDWARE OF FORT L	REC-machine cleaner 3pk	\$	4.99	500-6700 532500
7/14/2020	ACE HARDWARE OF FORT L	REC-plastic anchor	\$	5.79	500-6700 532500
7/21/2020	ACE HARDWARE OF FORT L	REC-flow wash brush	\$	24.99	500-6700 532500
7/21/2020	ACE HARDWARE OF FORT L	REC-wire connector	\$	7.99	500-6700 532500
7/22/2020	ACE HARDWARE OF FORT L	REC-ballasts (3)	\$	77.97	500-6700 532500
7/23/2020	THE HOME DEPOT #1547	REC-T8 coolwhite 30pk	\$	59.81	500-6700 532500
7/23/2020	ACE HARDWARE OF FORT L	REC-fasteners	\$	1.98	500-6700 532500
7/2/2020	GREEN CO2 SYSTEMS	REC-Pool/Spa CO2 monthly maintenance	\$	315.00	500-6700-520400
7/2/2020	GREEN CO2 SYSTEMS	REC-Pool/Spa CO2 monthly maintenance	\$	153.94	500-6700-530600
7/6/2020	ACE HARDWARE OF FORT L	REC-pool electrical parts	\$	12.58	500-6700-532500
7/17/2020	SAFEWAY #1045	GF-Food for Kitchen	\$	3.87	100-110150
7/17/2020	SAFEWAY #1045	GF-Food for Kitchen	\$	7.99	100-110150
7/17/2020	SAFEWAY #1045	GF-Food for Kitchen	\$	11.96	100-110150
7/17/2020	SAFEWAY #1045	GF-Food for Kitchen	\$	35.88	100-110150
7/17/2020	SAFEWAY #1045	GF-Food for Kitchen	\$	11.96	100-110150
7/17/2020	SAFEWAY #1045	GF-Food for Kitchen	\$	5.12	100-110150
7/17/2020	SAFEWAY #1045	GF-Food for Kitchen	\$	0.79	100-110150
7/17/2020	SAFEWAY #1045	GF-Food for Kitchen	\$	12.58	100-110150
7/17/2020	SAFEWAY #1045	GF-Food for Kitchen	\$	(50.66)	100-110150
6/29/2020	ACE HARDWARE OF FORT L	GF-General supplies-PARKS	\$	20.97	100-3500-520100
7/8/2020	ACE HARDWARE OF FORT L	GF-FILE MILL 12" CARD-PARKS	\$	12.99	100-3500-520100
7/10/2020	ACE HARDWARE OF FORT L	GF-BLK 8" 40# LIGHT DUTY 100PC,AUSSIE-PARKS	\$	32.88	100-3500-520100
6/29/2020	ACE HARDWARE OF FORT L	CPR-Round up week killer-ATHL	\$	77.98	230-6020-520100
6/30/2020	TRUSCO MANUFACTURING C	CPR-Parts for paint machine-ATHL	\$	215.60	230-6020-520100
7/7/2020	USPS PO 0732220392	REC-stamps	\$	55.00	500-6700-531800
7/1/2020	ACE HARDWARE OF FORT L	GF-CF3 PRO TRIMLINE-PARKS	\$	39.98	100-3500-520100
7/27/2020	ACE HARDWARE OF FORT L	GF-WASP/HORNET SPRAY-PARKS	\$	7.98	100-3500-520100
7/28/2020	SAFEWAY #1045	GF-SALT,PLASTIC UTENSILS-PARKS	\$	11.37	100-3500-520100
7/23/2020	LITTLE CAESARS 2069 00	CPR-staff appreciation-SENIORS	\$	13.89	230-6050-520100
6/29/2020	THE HOME DEPOT #1547	CPR-mirror clips-COMM CTR	\$	3.28	230-6000 532500
6/29/2020	THE HOME DEPOT #1547	CPR-mirror clips-COMM CTR	\$	3.28	230-6000 532500
6/29/2020	ACE HARDWARE OF FORT L	GF- c o detector-FAC	\$	22.99	100-3300 532400
6/30/2020	R AND M SERVICES LLC	CPR-oil change grey van-COMM CTR	\$	56.63	230-6000 532700
7/6/2020	THE HOME DEPOT #1547	REC-14 white wire	\$	5.63	500-6700 532500
7/6/2020	THE HOME DEPOT #1547	REC-14 green wire	\$	5.63	500-6700 532500
7/6/2020	THE HOME DEPOT #1547	REC-14 black wire	\$	5.63	500-6700 532500
7/6/2020	THE HOME DEPOT #1547	REC-14 red wire	\$	11.29	500-6700 532500
7/7/2020	SMARTSIGN	CPR-pearson signs-ATHL	\$	81.60	230-6020 520400
7/8/2020	ACE HARDWARE OF FORT L	GOLF-door handle-MAINT	\$	22.99	600-6850 532600
7/8/2020	AMZN MKTP US*MJ3B23V50	GF-face mask-FAC	\$	21.98	100-3300 553500
7/8/2020	O'REILLY AUTO PARTS 44	CPR-battery for grey van-COMM CTR	\$	117.88	230-6000 532700
7/9/2020	AMAZON.COM*MJ72017L1	REC-poster clips	\$	21.49	500-6700 532500
7/15/2020	ACE HARDWARE OF FORT L	REC-fasteners	\$	2.29	500-6700 532500
7/15/2020	GEORGE T SANDERS 11	REC-urinal flush assembly	\$	169.25	500-6700 532500
7/23/2020	GRAINGER	REC-community light fixture	\$	277.68	500-6700 532500
7/6/2020	THE TORO COMPANY	GF-Monthly payment for Toro support	\$	212.00	100-110150
6/30/2020	QUALITY OF COLORADO FI	GF-Medicinals-FAC	\$	63.01	100-3300-520100
7/8/2020	SQ *INDEPENDENT VENDOR	GF-Hand Sanitizer-MISC	\$	297.50	100-1800-520350
7/27/2020	QUALITY OF COLORADO FI	GF-Dispos masks-MISC	\$	605.79	100-1800-520350

7/27/2020	QUALITY OF COLORADO FI	GF-Dispos masks-MISC	\$	599.80	100-1800-520350
7/1/2020	O'REILLY AUTO PARTS 44	GF-Parts for equip repair	\$	42.91	100-110150
7/30/2020	AIR CARE COLORADO NORT	GF-Emmision test for truck	\$	25.00	100-110150
6/29/2020	SAFEWAY #1045	GF-General supplies-PARKS	\$	5.71	100-3500-520100
7/2/2020	SAFEWAY #1045	GF-STARBUCKS COFFEE-PARKS	\$	15.59	100-3500-520100
7/2/2020	BENS BRICK OVEN PIZZA	GF-CREW PIZZA LUNCH-PARKS	\$	96.08	100-3500-520100
7/13/2020	ACE HARDWARE OF FORT L	GF-LATEX PAINT-PARKS	\$	15.34	100-3500-520100
7/15/2020	SAFEWAY #1045	GF-STARBUCKS COFFEE-PARKS	\$	21.30	100-3500-520100
7/15/2020	BUBBA CHINOS	GF-LUNCH-PARKS	\$	31.47	100-3500-520100
7/28/2020	ACE HARDWARE OF FORT L	GF-WORK CREW GLOVES-PARKS	\$	16.99	100-3500-520100
7/30/2020	AMZN MKTP US*MF8PY0JT1	GF-LONLIF BATTERY CASE FOR IPHONE 7 PL-PARKS	\$	32.06	100-3500-520100
7/13/2020	OFFICE DEPOT #2720	GF-ledger paper for field of honor-TRAPPER DAYS	\$	9.99	100-1700-532000
7/13/2020	OFFICE DEPOT #2720	REC-General supplies	\$	62.98	500-6700-520200
7/16/2020	WM SUPERCENTER #1659	GF-a moment in time photos-TRAPPER DAYS	\$	15.29	100-1700-531300
7/1/2020	AMZN MKTP US*MS3O30Y82	REC-wristbands	\$	59.84	500.6700.520100
7/7/2020	MENS HEALTH	REC-refund from subscription	\$	(27.76)	500.6700.530800
7/17/2020	SAFEWAY #1045	REC-dixie cups (total was \$13.47)	\$	13.47	500.6700.520100
7/28/2020	USPS PO 0732220392	REC-mailing	\$	0.55	500.6700.531800
7/28/2020	USPS PO 0732220392	REC-mailing	\$	1.50	500.6700.531800
7/28/2020	USPS PO 0732220392	REC-mailing	\$	0.55	500.6700.531800
7/28/2020	USPS PO 0732220392	REC-mailing	\$	1.50	500.6700.531800
7/28/2020	USPS PO 0732220392	REC-mailing	\$	0.55	500.6700.531800
7/28/2020	USPS PO 0732220392	REC-mailing	\$	1.50	500.6700.531800
6/30/2020	PGA MEMBER INFO SRVCS	GF-PGA Dues for Tyler	\$	556.00	100-110150
7/2/2020	PGA MEMBER INFO SRVCS	GF-PGA Dues for Fletcher	\$	296.00	100-110150
7/1/2020	ACE HARDWARE OF FORT L	GF-FASTENERS, SLEEVE, CARB PARTS-PARKS	\$	19.36	100-3500-520100
7/20/2020	ACE HARDWARE OF FORT L	GF-LOOP HANDLE, STARTER GRIP-PARKS	\$	31.96	100-3500-520100
7/20/2020	ACE HARDWARE OF FORT L	GF-HP ULTRA, 9V BATTERIES-PARKS	\$	37.98	100-3500-520100
7/21/2020	ACE HARDWARE OF FORT L	GF-PVC PRIMER,SAWZAL BLADE-PARKS	\$	30.98	100-3500-520100
7/27/2020	ACE HARDWARE OF FORT L	GF-PVC40 BUSHING-PARKS	\$	7.96	100-3500-520100
7/28/2020	SAFEWAY #1045	GF-GENERAL SUPPLIES-PARKS	\$	18.70	100-3500-520100
7/2/2020	PAYPAL *SAMANTHAMAR	GF-DISPUTED AMOUNT/SEE LEANNETRAPPER DAYS	\$	490.00	100-1700-552350
7/9/2020	STAMPS.COM	REC-monthly fee	\$	17.99	500-6700-530600
7/9/2020	SAMS CLUB #4987	REC- PINE SOL; D BATTERIES; LOTION	\$	59.50	500-6700-520300
7/9/2020	SAMS CLUB #4987	REC-White T-Shirts	\$	18.98	500-6700-551500
7/11/2020	STAPLES DIRECT	CPR-Surge protector Linda-COMM CTR	\$	11.00	230-6000-520100
7/11/2020	STAPLES DIRECT	GF-paper-TRAPPER DAYS	\$	28.16	100-1700-520100
7/11/2020	STAPLES DIRECT	GF-3 hole punch-TRAPPER DAYS	\$	21.14	100-1700-520100
7/11/2020	STAPLES DIRECT	REC-Kleenex	\$	16.20	500-6700-520300
7/15/2020	STAMPS.COM	CPR-monthly fee-COMM CTR	\$	17.99	230-6000-530600
7/18/2020	SAMS CLUB #6632	REC-towels	\$	25.98	500-6700-551500
7/23/2020	USPS STAMPS ENDICIA	REC-postage	\$	25.00	500-6700-531800
7/24/2020	STAPLES DIRECT	GF-paper-TRAPPER DAYS	\$	91.14	100-1700-520200
7/24/2020	STAPLES DIRECT	GF-paper-TRAPPER DAYS	\$	(20.00)	100-1700-520200
			\$	6,358.91	
7/1/2020	AIR CARE COLORADO NORT	GF-Emission Check-PD	\$	25.00	100-2100-532700
7/1/2020	AIR CARE COLORADO NORT	GF-Emission Check-PD	\$	25.00	100-2100-532700
7/1/2020	AIR CARE COLORADO NORT	GF-Emission Check-PD	\$	25.00	100-2100-532700
7/6/2020	USPS PO 0732220392	GF-Postage-PD	\$	3.80	100-2100-531800
7/6/2020	USPS PO 0732220392	GF-Postage-PD	\$	3.80	100-2100-531800
7/9/2020	USPS PO 0732220392	GF-Postage-PD	\$	0.15	100-2100-531800
7/9/2020	USPS PO 0732220392	GF-Postage-PD	\$	3.80	100-2100-531800
7/9/2020	USPS PO 0732220392	GF-Postage-PD	\$	5.80	100-2100-531800
7/9/2020	USPS PO 0732220392	GF-Postage-PD	\$	5.80	100-2100-531800
7/9/2020	USPS PO 0732220392	GF-Postage-PD	\$	5.80	100-2100-531800
7/9/2020	USPS PO 0732220392	GF-Postage-PD	\$	5.80	100-2100-531800
7/10/2020	WALGREENS #6344	GF-Photo-PD	\$	2.12	100-2100-520100
7/10/2020	WAL-MART #1659	GF-Misc supplies-PD	\$	149.81	100-2100-520100
7/13/2020	USPS PO 0732220392	GF-Postage-PD	\$	5.80	100-2100-531800
7/13/2020	USPS PO 0732220392	GF-Postage-PD	\$	1.80	100-2100-531800
7/13/2020	USPS PO 0732220392	GF-Postage-PD	\$	8.25	100-2100-531800
7/20/2020	USPS PO 0732220392	GF-Postage-PD	\$	2.05	100-2100-531800
7/20/2020	USPS PO 0732220392	GF-Postage-PD	\$	2.05	100-2100-531800
7/20/2020	USPS PO 0732220392	GF-Postage-PD	\$	2.05	100-2100-531800
7/20/2020	USPS PO 0732220392	GF-Postage-PD	\$	4.60	100-2100-531800
7/20/2020	USPS PO 0732220392	GF-Postage-PD	\$	4.60	100-2100-531800
7/20/2020	USPS PO 0732220392	GF-Postage-PD	\$	4.60	100-2100-531800
7/21/2020	USPS PO 0732220392	GF-Postage-PD	\$	0.55	100-2100-531800

7/21/2020	USPS PO 0732220392	GF-Postage-PD	\$	1.15	100-2100-531800
7/21/2020	USPS PO 0732220392	GF-Postage-PD	\$	5.80	100-2100-531800
7/21/2020	USPS PO 0732220392	GF-Postage-PD	\$	5.80	100-2100-531800
7/21/2020	USPS PO 0732220392	GF-Postage-PD	\$	5.80	100-2100-531800
7/21/2020	USPS PO 0732220392	GF-Postage-PD	\$	5.80	100-2100-531800
7/21/2020	USPS PO 0732220392	GF-Postage-PD	\$	5.80	100-2100-531800
7/21/2020	USPS PO 0732220392	GF-Postage-PD	\$	5.80	100-2100-531800
7/22/2020	USPS PO 0732220392	GF-Postage-PD	\$	0.55	100-2100-531800
7/22/2020	USPS PO 0732220392	GF-Postage-PD	\$	0.70	100-2100-531800
7/22/2020	USPS PO 0732220392	GF-Postage-PD	\$	0.55	100-2100-531800
7/22/2020	USPS PO 0732220392	GF-Postage-PD	\$	5.80	100-2100-531800
7/23/2020	USPS PO 0732220392	GF-Postage-PD	\$	5.80	100-2100-531800
7/28/2020	USPS PO 0732220392	GF-Postage-PD	\$	1.50	100-2100-531800
7/28/2020	USPS PO 0732220392	GF-Postage-PD	\$	0.55	100-2100-531800
7/29/2020	DASH MEDICAL GLOVES	GF-Latex Gloves-PD	\$	155.80	100-2100-520100
7/30/2020	USPS PO 0732220392	GF-Postage-PD	\$	0.55	100-2100-531800
7/30/2020	USPS PO 0732220392	GF-Postage-PD	\$	5.80	100-2100-531800
7/30/2020	USPS PO 0732220392	GF-Postage-PD	\$	5.80	100-2100-531800
7/30/2020	USPS PO 0732220392	GF-Postage-PD	\$	5.80	100-2100-531800
7/30/2020	USPS PO 0732220392	GF-Postage-PD	\$	5.80	100-2100-531800
7/30/2020	USPS PO 0732220392	GF-Postage-PD	\$	5.80	100-2100-531800
7/22/2020	SAFEWAY FUEL1045	GF-Fuel-PD	\$	37.54	100-2100-520800
7/11/2020	CIRCLE K # 44109	GF-Fuel-PD	\$	47.17	100-2100-520800
7/17/2020	CIRCLE K # 44109	GF-Fuel-PD	\$	46.66	100-2100-520800
7/18/2020	SAFEWAY FUEL1045	GF-Fuel-PD	\$	24.14	100-2100-520800
7/26/2020	SAFEWAY FUEL1045	GF-Fuel-PD	\$	31.97	100-2100-520800
7/21/2020	AUTOZONE 6236	GF-Oil-PD	\$	9.49	100-2100-520800
7/21/2020	AUTOZONE 6236	GF-Oil-PD	\$	9.49	100-2100-520800
7/21/2020	AUTOZONE 6236	GF-Oil-PD	\$	9.49	100-2100-520800
7/21/2020	AUTOZONE 6236	GF-Oil-PD	\$	2.63	100-2100-520800
7/2/2020	SAFEWAY #1045	GF-Batteries-PD	\$	24.48	100-2100-520100
7/3/2020	DEPUTY.COM	GF-Deputy Monthly Membership-PD	\$	65.00	100-2100-530600
7/7/2020	NAPA AUTO PARTS	GF-Pin Striping-PD	\$	2.52	100-2100-532700
7/13/2020	PHILLIPS 66 - SEI 3835	GF-Fuel-PD	\$	40.00	100-2100-520800
7/18/2020	THE HOME DEPOT #1547	GF-Magnets-PD	\$	3.87	100-2100-520100
7/18/2020	THE HOME DEPOT #1547	GF-Magnets-PD	\$	3.87	100-2100-520100
7/18/2020	THE HOME DEPOT #1547	GF-Magnets-PD	\$	3.87	100-2100-520100
7/18/2020	THE HOME DEPOT #1547	GF-Magnets-PD	\$	3.87	100-2100-520100
7/18/2020	THE HOME DEPOT #1547	GF-Magnets-PD	\$	3.87	100-2100-520100
7/2/2020	TLO TRANSUNION	GF-TLO-PD	\$	129.90	100-2100-530600
7/24/2020	TROPHY DEPOT	GF-Employee Recognition-PD	\$	19.41	100-2100-553800
7/20/2020	ACE HARDWARE OF FORT L	GF-Surge Protector-PD	\$	39.98	100-2100-520100
7/8/2020	CIRCLE K # 44109	GF-Fuel-PD	\$	50.00	100-2100-520800
7/16/2020	SOS REGISTRATION FEE	GF-Notary-PD	\$	10.00	100-2100-531100
7/7/2020	SP * NOTARYSTAMP.COM	GF-Notary-PD	\$	23.69	100-2100-531100
7/8/2020	SOS REGISTRATION FEE	GF-Notary-PD	\$	10.00	100-2100-531100
7/23/2020	ACE HARDWARE OF FORT L	GF-fasteners-PD	\$	2.57	100-2100-532400
7/8/2020	OFFICEMAX/DEPOT 6305	GF-General supplies-PD	\$	29.99	100-2100-520100
7/8/2020	OFFICEMAX/DEPOT 6305	GF-General supplies-PD	\$	1.20	100-2100-520100
7/8/2020	OFFICEMAX/OFFICEDEPT#6	GF-General supplies-PD	\$	31.29	100-2100-520100
7/8/2020	OFFICEMAX/OFFICEDEPT#6	GF-General supplies-PD	\$	2.16	100-2100-520100
7/9/2020	OFFICE DEPOT #1080	GF-Office Supplies-PD	\$	39.98	100-2100-520200
7/9/2020	OFFICE DEPOT #1080	GF-Office Supplies-PD REC	\$	52.99	100-2500-520200
7/9/2020	OFFICE DEPOT #1080	GF-Batteries-PD	\$	51.18	100-2100-520100
7/9/2020	OFFICE DEPOT #1080	GF-Batteries-PD	\$	9.95	100-2100-520100
7/29/2020	OFFICE DEPOT #1080	GF-Toner-PD	\$	136.99	100-2100-520100
7/29/2020	OFFICE DEPOT #1080	GF-Envelopes-PD	\$	27.49	100-2100-520200
7/29/2020	OFFICE DEPOT #1080	GF-Envelopes-PD	\$	54.38	100-2100-520200
7/29/2020	OFFICE DEPOT #1080	GF-Envelopes-PD	\$	1.49	100-2100-520200
7/29/2020	OFFICE DEPOT #1080	GF-Envelopes-PD	\$	15.20	100-2100-520200
7/29/2020	OFFICE DEPOT #1080	GF-Highlighters-PD	\$	32.09	100-2100-520200
7/29/2020	OFFICE DEPOT #1080	GF-Highlighters-PD	\$	2.21	100-2100-520200
7/10/2020	PUBLIC AGENCY TRAINING	GF-Training Palissa-PD	\$	75.00	100-2100-532800
7/17/2020	CIRCLE K # 44109	GF-Fuel-PD	\$	73.96	100-2100-520800
			\$	1,839.41	
6/29/2020	SAFEWAY FUEL1045	GF-Mileage:31044 fuel for city van-CODE	\$	40.08	100-4300-520800

7/3/2020	SALES OF WIDE FORMAT P	GF-Plotter supplies-paper-PLAN	\$	160.35	100-4100-520200
7/14/2020	SALES OF WIDE FORMAT P	GF-Plotter supplies-spindle adaptor-PLAN	\$	18.95	100-4100-520200
7/17/2020	WELD	GF-Weld Clerk/Recorder EagleWeb Subscription-PLAN	\$	900.00	100-4100-530800
7/28/2020	STAPLES DIRECT	GF-Postcard Mailings Façade Program round 2	\$	54.09	100-110150
7/28/2020	STAPLES DIRECT	GF-Postcard Mailings Façade Program round 2	\$	3.73	100-110150
			\$	1,177.20	
			\$	13,157.89	

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 15, 2020

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 15, 2020. Due to the COVID-19 virus, the meeting was held with remote access provided through GoToWebinar. Mayor Zo Stieber called the meeting to order at 7:00 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 Stieber, Councilmembers Shannon Rhoda, David Crespín, Michael Sanchez and Bruce Fitzgerald. Councilmember Chris Ceretto participated through cell phone.

The City Attorney asked if Councilmember Ceretto could view the content. Mayor Stieber indicated that Councilmember Ceretto responded “yes.”

Also present was City Administrator, Chris Cross, Assistant City Administrator, Glenda Aretxuloeta, City Clerk, Mari Pena, City Attorney, Andy Ausmus, Chief John Fryar, and Finance Director, Leann Perino.

PERSONS TO ADDRESS COUNCIL

There was no one to address the Council.

APPROVAL OF AGENDA

It was moved by Bruce Fitzgerald and seconded by David Crespín to approve the Agenda as amended with the addition of the special meeting minutes of the August 25, 2020 City Council Special Meeting to the Consent Agenda. The special meeting minutes were amended to add the paragraph of the ballot questions within the minutes. Motion passed unanimously on roll call vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the September 15, 2020 payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Bruce Fitzgerald and seconded by David Crespín to approve the Consent Agenda as amended with the following items: 09012020 City Council Meeting Minutes, Authorize the Mayor to Execute an Agreement for the Purchase of Windy Gap Firming Units from Longmont for \$74,607.72 Funded from the Water Sales Tax Fund and Petition to the Subdistrict of Northern Colorado Water Conservation District for 87 Windy Gap Firming Units (AM 2020-158), Approve Payment for the 2021 Colorado Big Thompson (CBT) Assessment from the Utility Fund for an Amount not to Exceed \$148,832 (AM 2020-159), Accepting 2021

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 15, 2020

Property/Casualty Preliminary Contribution Quotation from CIRSA Estimated at \$301,230.01 (AM 2020-160), Accept a Contract for the Fort Lupton Public & School Library to Engage Kristel Acre & Abigail Renner of Re/Max Nexus as Real Estate Broker for Buyer (AM 2020-163), Moving a Part Time Golf Course Maintenance Position to Full Time Irrigation Technician (AM 2020-164). 08252020 City Council Special Meeting Minutes as amended. Motion passed unanimously on roll call vote.

PUBLIC HEARING

AM 2020-161 Approve a Resolution Approving the Service Plan for Vincent Village Metropolitan District and Approve Intergovernmental Agreement with District

Mayor Stieber opened the public hearing at 7:07 p.m. and asked for a brief description of the project. Matt Ruhland, with Collins Cockrel & Cole, attorney and representative for the applicant, provided an overview of the Vincent Village Metropolitan District “metro district” general-purpose, service plan protections, and the powers, limitations and additional requirements of the Development.

The property within the Metropolitan District is located on the northeast corner of the intersection of Rollie Avenue and State Highway 52. Mr. Ruhland stated that the owners of both Dale’s Pharmacy and 7-Eleven, were aware of the plans to organize a metropolitan district and acknowledged it in their purchase and sale agreements. The Vincent Village Metropolitan District Service Plan is set to have a significantly lower mill levy than other comparable metropolitan districted approved in the City. The plan allows for 27.00 mills (25.000 mills maximum debt mill levy and 27.00 mills combined Maximum debt mill levy and maximum operation and maintenance mill levy).

Mr. Ruhland explained that the metro district is coming in after the fact due to unforeseen costs for construction of earthwork, infrastructure needs with lowering pipes, exposure in the road and Colorado Department of Transportation (CDOT) requirements in the road. Mr. Ruhland also added that the owner wanted to assess the costs before coming in to the City.

Bob Leino, owner of the property, stated that there may be a potential for residential property on one of the lots. Mr. Leino explained that he recently had conversations with Michaels Group regarding a CHAFA project. When Mr. Leino was asked if the CHAFA project would be exempt from taxes, he stated ‘they will pay taxes.’

Jennifer Tanaka, legal counsel for the City stated that the metro district complies with all city codes and all notifications requirements have been satisfied. The purpose of approving the service plan is to authorize the District to provide for planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements required for development of the Vincent Village PUD. Ms. Tanaka recommended approval of the service plan and intergovernmental agreement without conditions.

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 15, 2020

Councilmember Shannon Rhoda stated that the development is now putting in low income housing and the attorney wasn't aware of it. Metro districts were designed for developers who didn't have the capital to put infrastructure in, however the infrastructure is already constructed.

Mr. Ruland stated the metro district would still be limited by 27 mills and therefore no need to amend the service plan because it is general in nature. It is not unheard of to do a metro district after the fact.

Jennifer Tanaka stated that this does not change her recommendation. Any change of use would still be subject to the same limitation on the service plan and mill levy imposed by the district. At the end of the day, the residential property is assessed at a lower amount and they would pay a lower dollar amount than commercial. It's possible on the amount of residential property coming in, it may lower their debt limitation and they won't be able to afford to issue much debt but it depends on how much would be converted to residential. Overall, the service plan complies with city code but is applicable evenly to commercial and residential. The city will be involved on the development approval side.

The City Attorney, Andy Ausmus, asked Ms. Tanaka if she agrees with Mr. Ruhland that this metro district, after the fact, is typical.

Ms. Tanaka indicated that she has seen this before. She agrees with Mr. Ruhland that it's not unusual. There are districts that have been organized a little later. The timing is mandated and set forth in Title 32.

Councilmember Shannon Rhoda stated that the mill levy would cause a huge addition to owners of low income apartments. The people will pay the added cost of the metro district.

Mr. Leino added that if Michaels is approved by CHAFA, it won't be low income housing. There have been several metro districts that go through the process and never put a shovel on the ground. Mr. Leino has paid cash for the ground and got a construction loan to put in the infrastructure.

Councilmember Shannon Rhoda stated that regardless of low income housing, the extra costs will be passed on to the people that rent.

Mayor Stieber asked if anyone from the public wished to speak for or against the proposal. Hearing none, Mayor Stieber closed the public hearing at 7:31 p.m.

It was moved by Bruce Fitzgerald and seconded by David Crespino to approve Resolution 2020R067 APPROVING THE SERVICE PLAN FOR THE VINCENT VILLAGE METROPOLITAN DISTRICT AND APPROVING THE INTERGOVERNMENTAL AGREEMENT. Motion passed with 4 "yes" votes and Mayor Stieber and Shannon Rhoda voting "no" to the motion.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 15, 2020**

ACTION AGENDA

AM 2020-162 Accepting City of Fort Lupton's Audit Report of Financial Statements for the Year Ending December 31, 2019

Paul Niedermuller, principal with Clifton, Larson and Allen stated that the City of Fort Lupton has presented and completed the audit and management report. Mr. Niedermuller noted that a governance letter issued to the City included 2 items that have already been addressed by the Finance Director.

The 2019 Comprehensive Annual Financial Statements are available on the City's website at www.fortluptonco.gov under Government Services, Finance Department, and Budget & Resources.

Audited Financial Statements are required to be filed with the State of Colorado Auditor every year by July 31 every year. The statements are also filed with the Multiple Securities Rule Making Board (MSRB) every year by June 30 to keep us in compliance with the continuing disclosure requirements of our bonds.

It was moved by Michael Sanchez and seconded by Chris Ceretto to accept the City of Fort Lupton Audit Report of Financial Statements for the Year ending December 31, 2019. Motion passed unanimously on roll call vote.

AM 2020-165 Authorize the Mayor to Execute a Purchase Agreement with the Highway 160 General Partnership, LLC and/or Assigns for \$779,750.00

The City approached Highway 160 General Partnership, LLP to purchase property located on Highway 52 and County Road 35 (155.95 acres+-). An offer to purchase has been accepted by Highway 160 General Partnership, LLP for the purchase price of \$779,750 with earnest funds required of \$50,000 upon execution of the purchase agreement.

The property is better described as: Northwest of the Highway 52 and CR 35 intersection and directly east of the solar panel facility in unincorporated Weld County, Colorado.

"The Northeast Quarter of Section 2, Township 1 North, Range 66 West of the 6th P.M. Weld County Colorado"

Claud Hanes, with Claud Hanes Consulting, LLC, consultant for the City, stated that the City has a due diligence period.

The City Attorney stated that he has reviewed the documents and the contract may be terminated within 45 days with or without reason from the date from mutual execution of the document.

City Administrator, Chris Cross stated that the cost would be allocated from the supplemental budget, general fund reserved.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 15, 2020**

It was moved Bruce Fitzgerald and seconded by David Crespin to authorize the Mayor to execute a purchase agreement with the Highway 160 General Partnership, LLC and/or assigns for \$779,750.00. Motion passed unanimously on roll call vote.

INFORMATION MEMORANDUM

IM 2020-004 Purchase of a 2015 Ford Explorer for Code Enforcement

The Planning/Zoning department budgeted \$30,000 for a code enforcement vehicle in Budget year 2020. This capital expense was transferred to the Police Department with the move of Code Enforcement to the that department. This expenditure is for \$18,979.00 for a used 2015 Ford Explorer with 16,027 miles through Spradley-Barr Ford in Greeley. The vehicle comes equipped with a basic law enforcement package (lights, console, controller, and cage). This also leaves sufficient funds to do the remaining up-fit needs (MDT, MDT Mounts, radio, antennas, ticket writer and printer, safety equipment).

STAFF

City Administrator, Chris Cross provided an update on the grant fund to residents.

Planning Director, Todd Hodges, provided an update of the development for residential subdivisions.

MAYOR/COUNCIL REPORTS

There were no reports from the Mayor or Council.

FUTURE CITY EVENTS

September 21st Shred Day at City Hall, 130 S. McKinley Ave. 8:00 a.m. – 10 a.m.

September 21st Shred Day at City Hall, 130 S. McKinley Ave. 8:00 a.m. – 10 a.m.

September 29th Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.

EXECUTIVE SESSION

It was moved by David Crespin and seconded by Bruce Fitzgerald to move into Executive Session "To hold a conference with the City's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b)." Related to investigation into matters involving City business.

The following entered into executive session at 7:50 p.m.: Mayor Stieber, Councilmembers Shannon Rhoda, Bruce Fitzgerald, Michael Sanchez, David Crespin. Councilmember Chris Ceretto continued participation by cell phone. Also City Administrator, Chris Cross, City Attorney, Andy Ausmus and Chief John Fryar.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 15, 2020**

The executive session ended at 8:42 p.m.

The regular meeting reconvened at 8:43 p.m.

ADJOURNMENT

Mayor Stieber adjourned the meeting at 8:43 p.m.

Respectfully Submitted,

Maricela Peña, City Clerk

Approved by City Council

Zo Stieber, Mayor

ORDINANCE NO. 2020-1099

INTRODUCED BY: CHRIS CERETTO

ADOPT ORDINANCE 2020-1099 ANNEXING LAND LEGALLY DESCRIBED IN EXHIBIT “A” KNOWN AS THE SMITH ANNEXATION AND APPROVING THE ANNEXATION AGREEMENT.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 1st day of September 2020.

PUBLISHED in the Fort Lupton Press the 16th day of September 2020.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 6th day of October 2020.

PUBLISHED BY TITLE ONLY the 14th day of October 2020.

EFFECTIVE (after publication) the 13th day of November 2020.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A
PROPERTY DESCRIPTION

A PLAT OF A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE SOUTHEAST ¼ OF SECTION 3, T2 NORTH, R67 WEST OF THE 6TH P.M. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: ASSUMING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 67 WEST AS BEARING SOUTH 89°57'09" WEST BETWEEN THE FOUND MONUMENTS AS SHOWN ON THIS SURVEY, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTH 1/16 CORNER OF THE SOUTHEAST 1/4 SAID SECTION 3, SOUTH 89°57'09" WEST FOR A DISTANCE OF 38.94 FEET, THENCE NORTH 06°07'10" EAST FOR A DISTANCE OF 30.17 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 06°07'10" EAST FOR A DISTANCE OF 123.30 FEET,

THENCE NORTH 02°59'51" EAST FOR A DISTANCE OF 43.47 FEET,

THENCE NORTH 05°53'12" WEST FOR A DISTANCE OF 55.80 FEET,

THENCE NORTH 17°55'11" WEST FOR A DISTANCE OF 50.95 FEET,

THENCE SOUTH 89°57'09" WEST FOR A DISTANCE OF 181.51 FEET

THENCE SOUTH 00°01'21" EAST FOR A DISTANCE OF 270.00 FEET TO A POINT ALONG THE NORTH LINE OF THE COUNTY ROAD ROW,

THENCE ALONG THE COUNTY ROAD ROW NORTH 89°57'09" EAST FOR A DISTANCE OF 187.39 TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1.21 ACRES

ORDINANCE NO. 2020-1100

INTRODUCED BY: TOMMY HOLTON

ADOPT ORDINANCE 2020-1100 INITIALLY ZONING LAND KNOWN AS THE SMITH INITIAL ZONING, LEGALLY DESCRIBED IN EXHIBIT A, TO THE ‘A’ AGRICULTURAL ZONE DISTRICT.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 1st day of September 2020.

PUBLISHED in the Fort Lupton Press the 16th day of September 2020.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 6th day of October 2020.

PUBLISHED BY TITLE ONLY the 14th day of October 2020.

EFFECTIVE (after publication) the 13th day of November 2020.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A

PROPERTY DESCRIPTION

A PLAT OF A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE SOUTHEAST ¼ OF SECTION 3, T2 NORTH, R67 WEST OF THE 6TH P.M. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: ASSUMING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 67 WEST AS BEARING SOUTH 89°57'09" WEST BETWEEN THE FOUND MONUMENTS AS SHOWN ON THIS SURVEY, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTH 1/16 CORNER OF THE SOUTHEAST 1/4 SAID SECTION 3, SOUTH 89°57'09" WEST FOR A DISTANCE OF 38.94 FEET, THENCE NORTH 06°07'10" EAST FOR A DISTANCE OF 30.17 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 06°07'10" EAST FOR A DISTANCE OF 123.30 FEET,

THENCE NORTH 02°59'51" EAST FOR A DISTANCE OF 43.47 FEET,

THENCE NORTH 05°53'12" WEST FOR A DISTANCE OF 55.80 FEET,

THENCE NORTH 17°55'11" WEST FOR A DISTANCE OF 50.95 FEET,

THENCE SOUTH 89°57'09" WEST FOR A DISTANCE OF 181.51 FEET

THENCE SOUTH 00°01'21" EAST FOR A DISTANCE OF 270.00 FEET TO A POINT ALONG THE NORTH LINE OF THE COUNTY ROAD ROW,

THENCE ALONG THE COUNTY ROAD ROW NORTH 89°57'09" EAST FOR A DISTANCE OF 187.39 TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1.21 ACRES

— CITY OF —
Fort Lupton
EST 1836

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

AM 2020-166

APPROVING THE WELD COUNTY GUARD TERMINAL SERVICES AGREEMENT WITH WELD COUNTY SHERIFF'S OFFICE RECORDS

- I. **Agenda Date:** Council Meeting – October 6, 2020
- II. **Attachments:** a. Weld County Guard Terminal Services Agreement
- II. **Summary Statement:**

This AM is for the agreement to have Weld County Sheriff's Office Records to provide Guard Terminal Services for CCIC/NCIC that will assist in the maintenance of data entry and verification responses concerning stolen/missing property, missing persons and warrants initiated by the Fort Lupton Police Department not to exceed \$9000 per year. This agreement would be renewed automatically on an annual basis unless terminated by either party.

IV. Submitted by:

Chief of Police

V. Finance Reviewed

Finance Director

VI. Approved for Presentation:

City Administrator

VII. Attorney Reviewed

Approved

Pending Approval

VIII. Certification of Council Approval:

City Clerk

Date _____

IX. Detail of Issue/Request:

- *Guard Terminal Services have traditionally been handled by Greeley Records and is part of the existing 2020 Contractual Services Budget and is part of the proposed 2021 Budget in the same budget category.*
- *The Fort Lupton Police Department and most other Police Departments in Weld County would struggle with the manpower requirements to have 24/7 terminal coverage.*
- *The exact amount due each year is based on the actual number of "entries" or transactions done during the year. That amount is difficult to calculate for any individual year but 249 transactions per year is the maximum expected.*
- *Annual transaction costs for 249 and under is \$9000.00. It is likely that the actual use will be less than this number.*

X. Legal/Political Considerations:

CCIC/NCIC regulations require monitoring of Fort Lupton's terminal on a 24/7 basis.

XI. Alternatives/Options:

1. *The alternative would be to hire sufficient personnel to insure the constant monitoring of the terminal. A minimum of 4 records staff would be required.*

XII. Financial Considerations:

This would be a portion of the existing and proposed Contractual Services budgets and may include an increase of \$3000 to this budget line if the number of transactions is above 149 in 2021.

XIII. Staff Recommendation: Approval.

WELD COUNTY GUARD TERMINAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of October, 2020, by and between the County of Weld, a body corporate and politic of the State of Colorado, by and through its Board of County Commissioners, whose address is 1150 "O" Street, Greeley, Colorado 80631, on behalf of the Weld County Sheriff's Office, hereinafter referred to as "WCSO", and the Fort Lupton Police Department, hereinafter referred to as "Department".

WHEREAS, the WCSO Records ("Records") can provide Department with Guard Terminal Services as described in this Agreement, and

WHEREAS, the Department has the need to use these services, and agrees to compensate WCSO for its costs to provide the services as outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Term and Termination.** The term of this MOU shall be from January 01, 2021 - December 31, 2021 and shall be renewed automatically on an annual basis thereafter unless sooner terminated by either party in writing served upon the other party no later than sixty (60) days prior to the expected date of termination.
2. **Guard Terminal Services.** The Guard Terminal Services allow an authorized user, including Department, to make entries into the Colorado Crime Information Center (CCIC) / National Crime Information Center (NCIC) databases. In coordination with the Weld County Department of Public Safety Communications, Records will make available the Guard Terminal Services to Department, and will track Department's number of entries into the CCIC/NCIC databases.
3. **Cost and Invoicing.** Department agrees to reimburse WCSO for the costs of providing the Guard Terminal Services. WCSO will provide an invoice to Department annually based upon the number of entries into the CCIC/NCIC databases. Each "entry" into the system shall be designated as a "transaction". Data removal from the system shall not constitute a transaction. Failure to pay undisputed invoices within thirty (30) days shall entitle WCSO to revoke the Department's access to the services. The billing for such entries shall be averaged for the two previous calendar years, in a tiered manner as provided below:

Entries	Cost
0 – 9	\$500
10 – 19	\$750
20 – 49	\$1,500
50 – 99	\$3,000
99 – 149	\$6,000
150 – 199	\$7,500
200 – 249	\$9,000

4. **Notices.** Any notice provided for in this Agreement shall be in writing and shall be served by personal delivery or by certified mail, return receipt requested, postage prepaid. Any notice mailed and/or served as set forth above, shall be deemed delivered and effective upon receipt or delivery.
5. **No Indemnification.** Each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
6. **Non-Assignment.** Neither party may assign any rights under this Agreement to any other person or entity.
7. **Interruptions.** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.
8. **Compliance with Law.** All parties shall strictly comply with all applicable federal and State laws, rules and regulations in effect or hereafter established, related to the subject matter of this Agreement.
9. **Non-Exclusive Agreement.** This Agreement is nonexclusive and WCSO may provide the Services described herein to other persons or entities as permitted by law.
10. **Entire Agreement/Modifications.** This Agreement including the Exhibits attached hereto and incorporated herein (if any), contains the entire agreement between the parties with respect to the subject matter contained in this Agreement. This instrument supersedes all prior negotiations, representations, and understandings or agreements with respect to the subject matter contained in this Agreement. This Agreement may be changed or supplemented only by a written instrument signed by both parties.
11. **Severability.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.
12. **Governmental Immunity.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.
13. **No Third-Party Beneficiary.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than

the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

14. **Choice of Law/Jurisdiction.** Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void. In the event of a legal dispute between the parties, the parties agree that the Weld County District Court shall have exclusive jurisdiction to resolve said dispute.

15. **Acknowledgment.** WCSO and the Department acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms. Both parties further agree that this Agreement is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 6th day of October, 2020.

DEPARTMENT:
Fort Lupton Police Department

By: _____
Name: Christopher Cross
Title: City Administrator

Date _____

WELD COUNTY:
ATTEST:
Weld County Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

BY: _____
Deputy Clerk to the Board

Mike Freeman, Chair

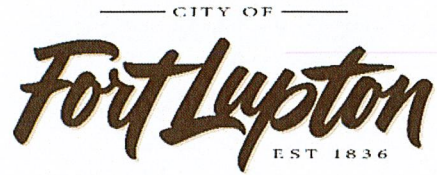
APPROVED AS TO FORM:

WELD COUNTY SHERIFF:

County Attorney

Steve Reams

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Zo Stieber, Mayor

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

AM 2020-167

**APPROVE PAYMENT TO WELD COUNTY FOR THE STATE HIGHWAY 52 PLANNING &
ENVIRONMENTAL LINKAGES (PEL) STUDY AND ACCESS CONTROL PLAN (ACP) TO BE PAID
FROM THE GENERAL FUND FOR AN AMOUNT NOT TO EXCEED \$28,000**

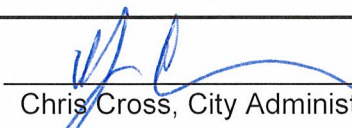
I. **Agenda Date:** Council Meeting – October 6, 2020

II. **Attachments:** a. Invoice from Weld County Public Works Department
b. Fort Lupton Commitment Letter

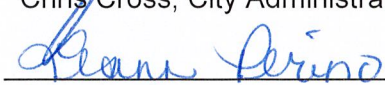
III. **Summary Statement:**

The City of Fort Lupton signed a letter of commitment with Colorado Department of Transportation (CDOT) for funding of the PEL study on State Highway 52.

IV. **Submitted by:**


Chris Cross, City Administrator

V. **Finance Reviewed**


Glenn Perino
Finance Director

VI. **Approved for Presentation:**


Chris Cross
City Administrator

VII. **Attorney Reviewed**



Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

The City of Fort Lupton signed a letter of commitment with Colorado Department of Transportation (CDOT) for funding of the PEL study on State Highway 52. The letter of commitment was presented to council on October 21, 2019 on IM2019-003 and funds were appropriated in the 2020 budget.

X. Legal/Political Considerations:

None

XI. Alternatives/Options:

None

XII. Financial Considerations:

The General Fund's Street Department has \$28,000 budgeted in plan's and studies for the City's PEL commitment.

XIII. Staff Recommendation:

Approve payment of \$28,000 from the General Fund to Weld Count of for the State Highway 52 PEL and ACP study.

INVOICE

Number:

Date: 09/17/2020

WELD COUNTY PUBLIC WORKS DEPT.

P.O. BOX 758

GREELEY, CO 80632

970-400-3750

To:

City of Fort Lupton

Attn: Mayor Stieber

130 McKinley Ave

Fort Lupton, CO 80621

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	SH-52 PEL and ACP Funding Commitment	\$28,000	\$28,000
Remit to: Weld County Government Attn: Accounting P.O. Box 758 Greeley, CO 80632			
TOTAL DUE			\$28,000



Mayor Zo Stieber

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

21 October 2019

Colorado Department of Transportation
10601 West 10th Street
Greeley, CO, 80634

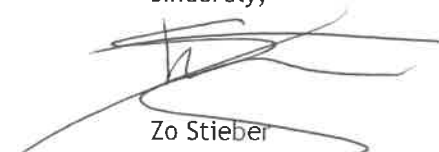
RE: City of Fort Lupton Funding Commitment for the SH-52 PEL and ACP

Dear Director Paddock,

The Colorado Department of Transportation (CDOT) is seeking partnerships from local agencies to support the development of the Planning and Environmental Linkages (PEL) study and Access Control Plan (ACP) along the SH-52 corridor. The PEL study and ACP reach from State Highway 119 (SH-119) to State Highway 79 (SH-79) and will include substantial stakeholder involvement from each of the local agencies within the corridor.

Weld County worked with CDOT to apply for and secure federal funding for this project. Indications from FHWA are that the SH-52 PEL and ACP project has been selected for near-future funding. With that good news in hand, Weld County and CDOT are now seeking to secure the required local match from participating local agencies. This letter is intended to serve as a formal commitment from the City Council of the City of Fort Lupton for financial participation in the project. The 41-mile corridor study, including both the PEL and ACP, is estimated to cost \$2.2 million. To support this effort, The City of Fort Lupton hereby commits to providing \$28,000 to be remitted in calendar year 2020.

Sincerely,



Zo Stieber
Mayor

CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

AM 2020-170

APPROVE AN AGREEMENT WITH INTEGRAL RECOVERIES, INC. TO PROVIDE COLLECTION SERVICES FOR THE RECREATION DEPARTMENT

- I. **Agenda Date:** Council Meeting – Oct. 6, 2020
- II. **Attachments:**
1. Integral Recoveries Agreement
- III. **Summary Statement:**

This is an agreement between the City of Fort Lupton Recreation Department and Integral Recoveries for debt collection services for the Recreation/Community Center.

-
- IV. **Submitted by:** _____
Monty Schuman Recreation Director
- V. **Finance Reviewed** _____
Lean Perino
Finance Director
- VI. **Approved for Presentation:** _____
[Signature]
City Administrator
- VII. **Attorney Reviewed** _____
Approved _____

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

Integral Recoveries is an agency that provides recovery services. The City Municipal Court utilizes their services. Integral Recoveries has been in business since 1995 and currently provides service for over 15 municipal courts and numerous courts within Colorado. Recovery fees are assessed by the collection agency. The defendant is responsible for all recovery fees.

X. Legal/Political Considerations:

None expected.

XI. Alternatives/Options:

- 1. Approve the Agreement with Integral Recoveries for current and future collection cases.*
- 2. Deny the Agreement and direct staff to research other agencies.*
- 3. Deny the agreement and direct staff to provide collecting services internally.*

XII. Financial Considerations:

All costs, and fees are paid by defendant. There is no cost to the City.

XIII. Staff Recommendation:

Staff recommends to approve the Agreement with Integral Recoveries and direct the City Administrator to sign Agreement for collection services.

COLLECTION SERVICES AGREEMENT

THIS COLLECTION SERVICES AGREEMENT ("Agreement") made and entered into this 6th the day of October 2020 ("Effective Date"), by the City of Fort Lupton Colorado on behalf of the Fort Lupton Recreation Center (hereinafter referred to as "Client"), and Integral Recoveries, Inc. (hereinafter referred to as "Agency"), a corporation organized under the laws of the State of Colorado ("Agency").

The parties agree as follows:

1. Scope of Services. Agency will provide Client with collection services consisting of Agency's normal collection activities, including, without limitation, correspondence and communications between Agency and the debtor and credit reporting, as deemed appropriate by Agency and agreed to by Client. Agency will provide services as an independent contractor and not as an employee of Client. Services will commence immediately upon Client assignment of a debtor's account ("Account") to Agency.

2. Recovery and Agency Fee. The Account will specify the Amount (the amount due the Client for fines, fees, costs, surcharges and restitution). Agency may seek to recover and may recover from the debtor an amount not greater than one hundred twenty-five percent of the Amount owed. Debtors will be directed to pay the Agency directly.

3. Term. This Agreement will commence on the Effective Date and will continue for 1 year. The parties may agree, in writing to extend the term. However, either party may terminate this Agreement by giving thirty days' written notice. Upon expiration of the Term or termination by notice, the parties may agree that Agency may continue collecting on those Accounts previously assigned to Agency under the same terms as set forth in this Agreement until those Accounts are closed or are cancelled.

4. Manner of Assignment. Assignment of an Account will be effective as the date Client submits the Account to Agency. Within fifteen working days of Agency's receipt of an assignment, Agency must submit a written acknowledgment of assignment to Client. If Client does not receive the acknowledgment within that fifteen-day period, Client may withdraw that Account from Agency. After an assignment of an Account to Agency, Client will refrain from contacting the debtor for collection purposes and will refer all matters concerning collection to Agency for the duration of the period of assignment, unless Client cancels the Account as provided below.

5. Cancellation of Accounts. Accounts previously assigned to Agency for collection will be cancelled prior to the expiration of the period of collection if: (a) Client withdraws an Account, by notice to Agency in writing; (b) Agency ceases collection efforts on an Account it considers not collectable; or (c) the debtor files for bankruptcy and Client directs Agency to take no further action after Agency informs Client and the Office of the City Attorney, in writing, of the filing for bankruptcy.

6. Standards of Agency Performance. Agency agrees to maintain the following minimum standards of operation and performance during the term of this Agreement and to provide proof of compliance upon request by Client:

- a. Maintain proper licensing and bonding as required by law
- b. Adhere to the provisions of all applicable laws and regulations, including the Federal Fair Debt Collection Practices Act and the Fair Credit Reporting Act.

7. Audits. Client has the right to audit the accounts assigned to Agency at any time upon advance written notice.

8. Litigation. No court action will be instituted for collection of Accounts by Agency without prior written authorization from Client.

9. Progress Reports. Agency will provide Client with written reports relating to collection activities, collection totals, dates of collection, and specific accounts when requested by Client.

10. Payment Remittance. On or about the 15th day of each month, Agency shall remit to Client a statement containing a summary of the accounts listed with Agency and amounts collected on the accounts. Included with the monthly statement, Agency shall remit all payments made on assigned accounts to Client, less its fees.

11. Governing Law: Venue. This Agreement will be construed in accordance with the laws of the State of Colorado, the City of Fort Lupton Colorado, City Charter, City Code, and City Ordinances, Rules, and Regulations.

12. Indemnification. Agency releases the City of Fort Lupton and will fully protect, defend, indemnify, and hold harmless the City of Fort Lupton and the Fort Lupton Recreation Center, its officers, City Council, directors, employees, agents and representatives from and against any and all losses, claims of personal injury, death or property damage, causes of action, costs and expenses, including attorney's fees, or liability of any nature arising out of or related to Agency's performance under this agreement

13. No Third-Party Beneficiaries. This Agreement is intended to be solely for the benefit of the parties and their respective successors and permitted assigns, and this Agreement will not otherwise be deemed to confer upon or give to any other person or entity any remedy, claim, cause of action or other right.

14. Notices and other Communications. Any notice or other communication given or made under this Agreement must be in writing and sent by courier mail, with return receipt, or a copy may also be sent by facsimile or other electronic means. Any notice or other communication will be addressed as follows and, if so addressed, will be effective upon actual receipt.

If to Agency:

Integral Recoveries, Inc.
Terry Boe -President
333 W. Hampden Ave., #650
Englewood, CO 80110

If to Client:

Fort Lupton Recreation Center
203 S. Harrison Ave.
Fort Lupton, CO 80621

15. Non-Waiver: The failure of either party to insist, in any one or more instances, upon strict performance of any of the provisions of this Agreement will continue and remain in full force and effect.

16. Entire Agreement: This written Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior offers, negotiations, and other agreements of any kind. There are no representations or understandings not set forth in this Agreement.

17. Non-waiver of Colorado Governmental Immunity: Nothing herein shall be construed as a waiver by the City of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

Fort Lupton Recreation Center

BY: _____

Client Administrator

Print Name: _____

Title: _____

Date: _____

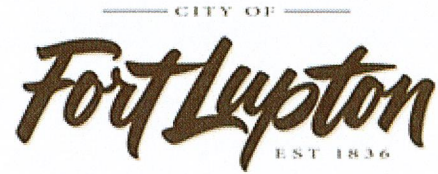
INTEGRAL RECOVERIES, INC

BY: _____

Terry Boe
President
Integral Recoveries, Inc.

Date: _____

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Zo Stieber, Mayor

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

AM 2020-169

ORDINANCE TO ACCEPT PUBLIC RIGHT OF WAY FROM RICHARD ALLEN AND DEBORAH L. SMITH FOR 190 FEET OF THE NORTHERN PORTION OF COUNTY ROAD 24

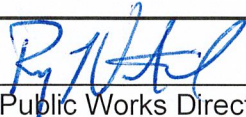
I. **Agenda Date:** Council Meeting – October 6, 2020

II. **Attachments:** a. Ordinance 2020-10XX
b. Dedication of ROW

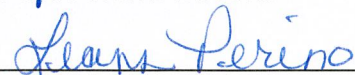
III. **Summary Statement:**

To accept the dedication of a 25 feet wide public Right of Way located north of the centerline of County Road 24 approximately 190-feet along the frontage of the Smith special use permit site plan, in the Southeast ¼ of Section 3, Township 2 North, Range 67W from Richard Allen and Deborah L. Smith.

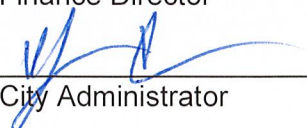
IV. **Submitted by:**


Public Works Director

V. **Finance Reviewed**


Finance Director

VI. **Approved for Presentation:**


City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

The Smith Special Use Permit Site Plan was required to dedicate Right of Way along County Road 24 as part of the planning process (Project No. LUP2020-0021, & Plan No. SUP2020-0005) approved with Resolution No. 2020R065 on September 1, 2020.

X. Legal/Political Considerations:

Not Applicable.

XI. Alternatives/Options:

- *Accept Dedication*
- *Do nothing*

XII. Financial Considerations:

Not applicable.

XIII. Staff Recommendation:

City staff recommends acceptance of the public Right-of-Way from Richard Allen and Deborah L. Smith.

ORDINANCE NO. 2020-xxxx

INTRODUCED BY:

A ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE RICHARD ALLEN AND DEBORAH L. SMITH PUBLIC RIGHT OF WAY DEDICATION FOR CR 24 LOCATED IN THE SOUTHEAST ¼ OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.

NOW THEREFORE BE IT RESOLVED that City Council hereby accepts said Dedication, and orders that the Instrument of Dedication be recorded in the Recorder's Office of the County of Weld, State of Colorado, and said described real estate is hereby declared open and dedicated pursuant to C.R.S. § 24-68-101, et seq..

WHEREAS, Richard Allen and Deborah L. Smith, has this day filed with the City of Fort Lupton, Colorado (the "City"), its dedication of certain real estate, which Dedication is hereinabove set forth:

AND WHEREAS, the City finds that said Dedication is desirable and necessary;

THIS RIGHT OF WAY IS CREATED AND GRANTED THIS 6th DAY OF OCTOBER 2020.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 6th Day of October 2020.

PUBLISHED in the Fort Lupton Press the 29th day of February 2020.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this __ day of __ 2020.

PUBLISHED BY TITLE ONLY the ____ day of ____ 2020.

EFFECTIVE (after publication) the _ day of _ 2020.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

DEDICATION OF PUBLIC RIGHT OF WAY

The undersigned being the fee simple owner of all the real estate described herein, for good and valuable consideration, does hereby grant and dedicate to the City of Fort Lupton, Weld County, Colorado, on and behalf of and for the public, for use as right-of-way for public purposes, the following described real estate situated in Weld County, Colorado, the portion of CR 24 Right Of Way being dedicated is described as all of that portion lying between the existing Right Of Way, 30-feet north of the centerline of CR 24 ROW, north 25-feet for a distance of 187.37-feet along the southern property line, more particularly described on Exhibit A, and as shown on the sketch, attached hereto and made a part hereof.

This dedication is made subject to all existing easements and rights-of-way.

The Grantor hereby covenants that it is the owner in fee simple of the real estate, is lawfully seized thereof, and has the authority to grant and convey the foregoing right of way, and guarantees the quiet possession thereof, and that Grantor will warrant and defend the Grantee's title to the right of way hereby granted against all claims.

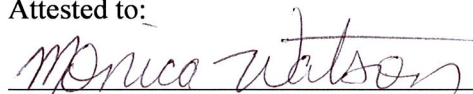
THIS RIGHT OF WAY CREATED AND GRANTED THIS 22nd DAY OF September, 2020.

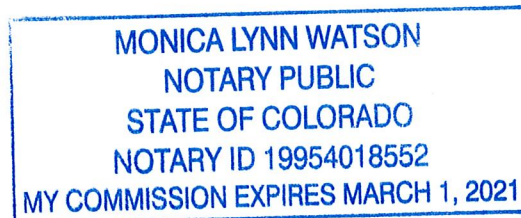
LAND OWNER/GRANTOR:


Richard Allen Smith.


Deborah L. Smith

Attested to:


Notary



STATE OF COLORADO)
)SS.
COUNTY OF WELD)

Subscribed and sworn to before me this 22nd day of September, 2020 by Richard Allen & Deborah L. Smith

Witness my hand and official seal.

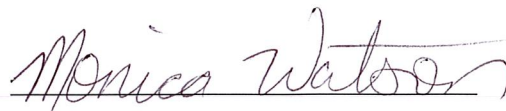

NOTARY PUBLIC

EXHIBIT "A"

COUNTY ROAD 24 RIGHT-OF-WAY:

A 25-FOOT WIDE STRIP OF LAND BEING A PORTION OF A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: ASSUMING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 67 WEST AS BEARING SOUTH 89°57'09" WEST BETWEEN THE FOUND MONUMENTS AS SHOWN ON THIS SURVEY, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTH 1/16 CORNER OF THE SOUTHEAST 1/4 SAID SECTION 3, NORTH 89°57'09" EAST FOR A DISTANCE OF 38.94 FEET, THENCE NORTH 06°07'10" EAST FOR A DISTANCE OF 30.17 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 06°07'10" EAST FOR A DISTANCE OF 25.15 FEET,

THENCE SOUTH 89°57'09" WEST FOR A DISTANCE OF 190.09 FEET,

THENCE SOUTH 00°02'58" EAST FOR A DISTANCE OF 25.00 FEET,

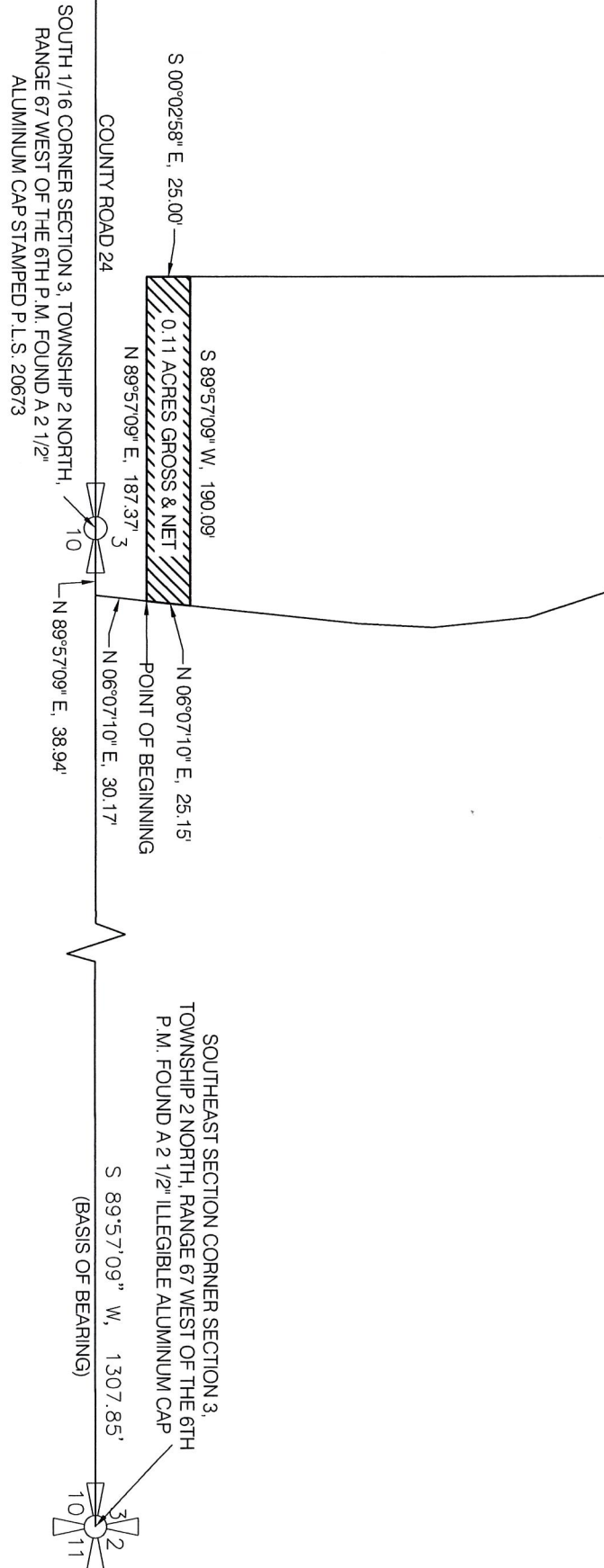
THENCE NORTH 89°57'09" EAST FOR A DISTANCE OF 187.37 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 0.11 ACRES

DESCRIPTION PREPARED BY:
TYLER S DREMAN PLS 38729
FOR AND ON BEHALF OF
AGPROFESSIONALS

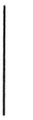


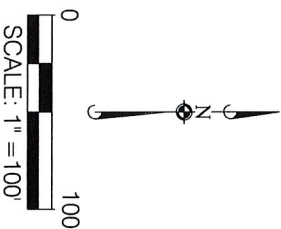
EXHIBIT A



LEGEND

-  = FOUND SECTION CORNER AS NOTED.
-  = FOUND ONE-SIXTEENTH CORNER AS NOTED.

-  = FUTURE RIGHT-OF-WAY BOUNDARY
-  = BOUNDARY LINE



AGPROprofessionals
DEVELOPERS OF AGRICULTURE

3050 67th Avenue, Suite 200, Greeley, CO 80634
(970) 535-9318 • fax: (970) 535-9854

COUNTY ROAD RIGHT-OF-WAY

SECTION 3, TOWNSHIP 2 NORTH, RANGE 67 WEST,
6TH P.M., WELD COUNTY, CO

DATE:
9/14/20

JOB NO.
2778-01

— CITY OF —
Fort Lupton
EST 1836

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

AM 2020-171

APPROVING A RESOLUTION ESTABLISHING ALL OF THE CITY OF FORT LUPTON AS THE NEIGHBORHOOD FOR THE APPLICATION SUBMITTED BY SGH DHILLON & 7-ELEVEN, INC. DBA 7-ELEVEN STORE 41243A FOR A FERMENTED MALT BEVERAGE LICENSE APPLICATION AT 1400 2ND STREET AND SETTING A PUBLIC HEARING FOR NOVEMBER 3, 2020 FOR CONSIDERATION OF THE APPLICATION

- I. **Agenda Date:** Council Meeting – October 6, 2020
- II. **Attachments:**
- a. Resolution 2020-xxx
 - b. Fermented Malt Beverage License Application

III. Summary Statement:

SGH Dhillon & 7-Eleven, Inc., dba 7-Eleven Store 41243A, has submitted a joint application for a Fermented Malt Beverage License at 1400 2nd Street. Colorado Revised Statutes states that the local licensing authority shall establish an affected neighborhood and schedule a public hearing for said application.

- IV. Submitted by: Mari Peña
Mari Peña, City Clerk
- V. Finance Reviewed Leann Perino
Finance Director
- VI. Approved for Presentation: [Signature]
City Administrator
- VII. Attorney Reviewed Approved Pending Approval

!

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

City Clerk

IX. Detail of Issue/Request:

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, remonstrances, or otherwise, and all other reasonable restrictions that are or may be placed upon the neighborhood by the local licensing authority.

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

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

X. Legal/Political Considerations:

XI. Alternatives/Options:

XII. Financial Considerations:

XIII. Staff Recommendation:

Approve the Resolution establishing all of the City of Fort Lupton as the neighborhood for the application submitted by SGH Dhillon, Inc. & 7-Eleven, Inc. for a Fermented Malt Beverage License at 1400 2nd Street and setting a Public Hearing for November 3, 2020 for consideration of the application.

RESOLUTION 2020Rxxx

A RESOLUTION OF THE FORT LUPTON CITY COUNCIL, ACTING AS THE LOCAL LIQUOR LICENSING AUTHORITY, ESTABLISHING ALL OF THE CITY OF FORT LUPTON AS THE NEIGHBORHOOD FOR THE APPLICATION SUBMITTED BY SGH DHILLON, INC & 7-ELEVEN, INC., DBA 7-ELEVEN STORE 41243A FOR A FERMENTED MALT BEVERAGE LICENSE AT 1400 2ND STREET AND SETTING A PUBLIC HEARING FOR NOVEMBER 3, 2020, FOR CONSIDERATION OF THE APPLICATION

WHEREAS, SGH Dhillon, Inc., & 7-Eleven, Inc., has submitted an application as a Joint License, for a Fermented Malt Beverage License at 1400 2nd Street in Fort Lupton; and

WHEREAS, Sukhbir Dhillon, dba SGH Dhillon, Inc., is sole officer, director and shareholder of SGH Dhillon, Inc., the joint applicant and franchisee; and

WHEREAS, 7-Eleven, Inc., is a master file, a file that is established by the state licensing authority and that contains licensing and background information for an applicant seeking license in multiple locations; and

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

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

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

NOW THEREFORE BE IT RESOLVED by the City Council, acting as the Local Licensing Authority, that the affected neighborhood for the application of SGH Dhillon, Inc., & 7-Eleven, Inc., dba 7-Eleven Store 41243A for a Fermented Malt Beverage License at 1400 2nd Street will be all of the City of Fort Lupton, and the Public Hearing to consider the application will be November 3, 2020 at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers at the City Hall at 130 South McKinley Avenue, Fort Lupton, Colorado. Comments filed in writing with the City or made at the hearing from any adult citizen of Fort Lupton will be considered at that hearing. Notice of the hearing shall be posted on the premises and published according to law.

APPROVED AND PASSED BY MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 6th DAY OF OCTOBER 2020.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Colorado Fermented Malt Beverage License Application

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

Application Documents Checklist and Worksheet

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

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

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

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

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

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

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

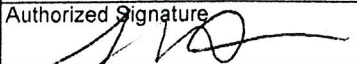
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

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

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

Oath of Applicant

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

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

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

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

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

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

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

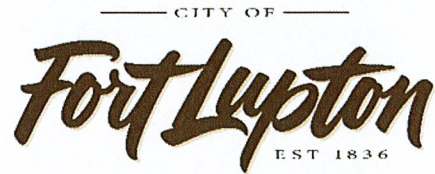
(Check One)

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

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

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

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Zo Stieber, Mayor

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

AM 2020-168

**APPROVING REPAIRS FOR WELL 5 BY QUALITY WELL AND PUMP FOR AN AMOUNT NOT TO
EXCEED \$22,200.84 ALLOCATED FROM THE UTILITY FUND**

I. **Agenda Date:** Council Meeting – October 6, 2020

II. **Attachments:** a. Quality Well and Pump Quotation

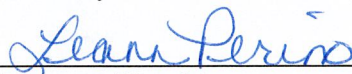
III. **Summary Statement:**

Well # 5 at 451 Kahil Street has failed. The problem has been reviewed by Jacobs and Quality Well and Pump staff. The problem is down in the well. Jacobs requested a “worst case scenario” quote from Quality Well and Pump for the repairs. Quality Well and Pump provided an estimate that included rebuilding the pump. All of the quoted work may not be required but until the Well is pulled, the conditions are unknown.

IV. **Submitted by:**

Jon Mays

V. **Finance Reviewed**



Finance Director

VI. **Approved for Presentation:**



City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

The City has 5 non-potable wells that are connected to the non-potable system. This water is used for irrigation and industrial use. Well 5 is at 451 Kahil Street south of the High School ball fields. This Well has failed and does not pump any water. This Well is a vertical turbine pump with a motor on top and a drive shaft inside the Column going down to the pump at the bottom of the Well. Jacobs and Quality Well and Pump checked the Well and determined that the problem was down in the Well. Quality Well and Pump are one of very few contractors who have equipment to pull large municipal well. They have performed several jobs for the City and have performed very well.

X. Legal/Political Considerations:

None

XI. Alternatives/Options:

The System can operate without this well. However, if not repaired, then water rights could be lost.

XII. Financial Considerations:

The Utility Fund has \$50,000 budgeted and unexpended in the miscellaneous equipment repairs and maintenance.

XIII. Staff Recommendation:

Staff recommends repairing the Well and accepting the Quality Well and Pump quotation. Jacobs Staff will be on hand when the well is pulled to verify the condition of the Pump, Column Pipe, and the drive shaft.

PROPOSAL: Pump Repair



Name: _____ City of Ft Lupton
Address: _____ Football Field
City, ST, ZIP: _____
Phone: _____

Date: September 21, 2020
Location: _____

We hereby submit specifications and estimates for:

This is a estimate to pull, rebuild / replaced, and set turbine pump assembly that is looking like it has a broken shaft. This Estimate is worst case scenario but could change if the pump set is shorter or deeper then 70ft.

DESIGN POINT

GPM (total) _____
PSI (at pump) _____
Pumping Level _____
Column Losses _____
Design TDH _____
Estimated BHP _____
Est. Pumpbowl Eff. **84.0%**
Est. Pumping plant HP _____

Not all pump repairs and service which may be necessary can be anticipated until the pump is removed from the well and thoroughly inspected. All changes or modifications to this proposal will be approved by the customer as the job progresses.

Quantity	Description	Price each	Total
1	Rebuild existing pump bowls 12 inch, 4 stage	\$ 4,593.50	\$ 4,593.50
6.5	Lineshaft, SS 1.5" x 10' w/ Coupler	\$ 783.60	\$ 5,093.40
1	Column pipe, 10" x 5'	\$ 498.44	\$ 498.44
6	Column pipe, 10" x 10'	\$ 805.50	\$ 4,833.00
1	Greeley Electric Motor Repairs	\$ 3,000.00	\$ 3,000.00
1	Drip Oil and Cleaning Fluid	\$ 75.40	\$ 75.40
1	Re-machine packing gland	\$ 284.00	\$ 284.00
1	Flange Gasket, 10"	\$ 25.25	\$ 25.25
1	Basket Strainer 10"	\$ 644.00	\$ 644.00
24	Chesterton Packing - Graphite 3/8" per inch	\$ 3.25	\$ 78.00
4	Turbine pump, labor	\$ 245.00	\$ 980.00
5	Set turbine pump, hourly rate	\$ 245.00	\$ 1,225.00
4	Shop labor	\$ 79.00	\$ 316.00
1	Disassemble, inspect, and identify bowl assy.	\$ 175.00	\$ 175.00
1	Assemble new/rebuilt bowl assy.	\$ 149.75	\$ 149.75
78	Mileage charge, rig only	\$ 2.95	\$ 230.10

The stated price on this proposal is an estimate only. Upon removing the pump and after further inspection, additional repairs may be warranted,

which cannot be anticipated at this time. The customer shall be informed of and approve any charges above the estimated price shown on this proposal.

Total \$ **22,200.84**

All materials are guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs shall be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner shall carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Chris Jones
Quality Well and Pump

Customer's Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

Customer Signature: _____

Date: _____

CITY OF
Fort Lupton
EST 1836

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

AM 2020-172

TO ACCEPT COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) REVISED OFFER OF \$1,200,000 FOR DEVOLUTION OF DENVER AVENUE FROM 1ST STREET NORTH TO 14TH STREET.

- I. **Agenda Date:** Council Meeting – October 6, 2020
- II. **Attachments:**
- a. Original Cost Estimate for Denver Devolution
 - b. Revised Cost Estimate 1st Street to 14th Street.
- III. **Summary Statement:**
- Approval of offer from CDOT of \$1,200,000 payment to the City for devolution of Denver Avenue from 1st Street to 14th Street.*

- IV. Submitted by: 5/10/15
Public Works Director
- V. Finance Reviewed Sean Perano
Finance Director
- VI. Approved for Presentation: [Signature]
City Administrator
- VII. Attorney Reviewed Approved Pending Approval

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

IX. Detail of Issue/Request:

Colorado Revised Statute 43-2-106(1)(a) provides that the Transportation Commission may determine that a state highway, or portion thereof, no longer functions as a State Highway, and with the agreement of each affected county or municipality, the State Highway, or portion thereof, can be abandoned to the affected county or municipality."

Resolution 2018053 approved August 20, 2018. The City of Fort Lupton approached the Colorado Department of Transportation with an estimate for devolution of Denver Avenue from Highway 52 AKA 1st Street to CR 16. CDOT replied with a revised offer of \$2,500,000 for said devolution, and the City is desirable to proceed with the devolution process. The offer from CDOT should be sufficient to provide maintenance to this section of Denver Avenue for 20+ years.

Since 2018, CDOT has not had adequate funds available to complete the proposed devolution process. CRS 43-2-106 does not require payment by CDOT for the devolution. There are multiple devolutions on the Transportation Commission web site that do not indicate any payments.

CDOT budgets do not prioritize devolution funding any longer. Highway funding in general is extremely tight with many projects underway and waiting to begin. There may not be any further funds available in the future, and several other municipalities are also in line currently with devolution plans.

CDOT has obtain \$1,200,000 in the last fiscal year that is being offered to the City. They have agreed to reduce the devolution to 1st Street to 14th Street. The revised offer is within \$200,000 of the original costs estimate with a reduced length and removal of the drainage to the section north of 14th Street.

This devolution will give the City of Fort Lupton control of Denver Avenue to allow independent actions relating to streetscape for better walkability and enhancement of the downtown area.

X. Legal/Political Considerations:

Gaining control of a street also means gaining responsibility for all maintenance.

XI. Alternatives/Options:

- *Approve \$1,200,000 devolution offer*
- *Do not approve*

XII. Financial Considerations:

None

XIII. Staff Recommendation:

Staff recommends accepting the \$1,200,000 offer from CDOT and proceeding with devolution of Denver Ave from 1st Street to 14th Street.

Denver Street (B85) Mill & Overlay (Original 2018 Estimate)

	width		
14th St -> WCR 16	30	2650.3 LF	79,509.0
9th St -> 14th St	42	2645.4 LF	111,106.8
1st St -> 9th St	46	2588.9 LF	119,090.8
		7,884.6 LF	309,706.6 SF

Centerline Length = 7,884.6 LF 1.49 miles

	Cost	TOTAL COST
309,706.6 SF	\$ 4.50	\$ 1,394,000.00

Contingency @ 15%	\$ 209,100.00
Engineering @ 8%	\$ 111,520.00

(Design/Construction)

TOTAL COST	\$ 1,714,620.00
-------------------	-----------------

(based on S Denver Project)
2017

Crack seal 2 times	\$ 100,000.00	assumed \$50,000 per time
Micro Surfaceing 2 times	\$ 137,647.37	assumed \$2 /SY - 2 times in 20 years
Fix Drainage CR16 to 14th Street	\$ 625,000.00	

TOTAL 20-year **\$ 2,577,267.37**



Denver Street (B85) Mill & Overlay (Revised)

1st Street to 14th Street

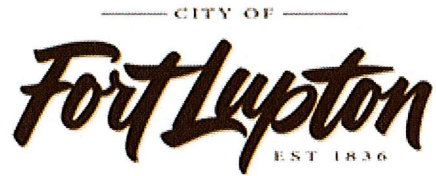
	width		
14th St -> WCR 16		LF	-
9th St -> 14th St	42	2645.4 LF	111,106.8
1st St -> 9th St	46	2588.9 LF	119,090.8
		5,234.3 LF	230,197.6 SF

Centerline Length = 5,234.3 LF 0.99 miles

	Cost	TOTAL COST	
230,197.6 SF	\$ 4.50	\$ 1,036,000.00	
Contingency @ 15%		\$ 155,400.00	
Engineering @ 8%		\$ 82,880.00	
(Design/Construction)			
TOTAL COST		\$ 1,274,280.00	(based on S Denver Project 2017)
Crack seal 2 times	\$ 67,000.00		assumed \$50,000 per time
			assumed \$2 /SY - 2 times in 20
Micro Surfacing 2 times	\$ 65,000.00		years
TOTAL 20-year		\$ 1,406,280.00	



**CITY OF FORT LUPTON
CITY COUNCIL**



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

Zo Stieber, Mayor

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

AM 2020-173

**APPROVE QUIT CLAIM DEED EXCHANGE WITH MELLISSA AND ADRIAN VIGIL RELATED TO
NORTHWEST ADDITION AMENDMENT NO. 2 SUBDIVISION**

I. Agenda Date: Council Meeting – October 6, 2020

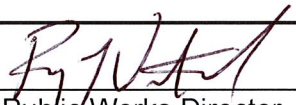
II. Attachments:

- a. Quit Claim Deed City to Vigil
- b. Quit Claim Deed Vigil to City
- c. Northwest Addition Amendment No. 2

III. Summary Statement:

To approve and authorize Quit Claim Deed to the Vigils a portion of the North Lift Station lot in exchange for Outlot A for Right of Way.

IV. Submitted by:


Public Works Director

V. Finance Reviewed


Finance Director

VI. Approved for Presentation:

City Administrator

VII. Attorney Reviewed

Approved

Pending Approval

VIII. Certification of Council Approval:

City Clerk

Date

IX. Detail of Issue/Request:

The North West Addition Subdivision Amendment No. 2 was approved by council on August 5, 2019 (AM 2019-152 and Resolution R2019R053) Project No. LUP2019-0011 & Plan No. FPL2019-0003. The intent of the amended plat was to designate 9th St. Right of Way with a land swap between the City and the Vigils.

Weld County has advised the Vigils that their property deed is "cloudy" due to the amended plat. The county recommended Quit Claim deeds to remedy the ownership clarity.

X. Legal/Political Considerations:

Not Applicable.

XI. Alternatives/Options:

- *Approve Deed exchange*
- *Do nothing*

XII. Financial Considerations:

Not applicable.

XIII. Staff Recommendation:

City staff recommends approval of the quit claim deed exchange with the Vigils.

After Recording Return To

Name: Adrian & Melissa Vigil
Address: 100 Grand Avenue
State: Colorado Zip Code: 80621

Space Above This Line for Recorder's Use

QUIT CLAIM DEED

STATE OF COLORADO)
)
WELD COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to City of Fort Lupton, a statutory city and political subdivision of the State of Colorado, County of Weld, (hereinafter known as the "Grantor(s)") hereby quitclaims to Adrian & Melissa Vigil, residing at 100 S Grand Avenue, County of Weld, City of Fort Lupton, State of Colorado (hereinafter known as the "Grantee(s)") all the rights, title, interest, and claim in or to the following described real estate, situated in Weld County, Colorado to-wit:
A portion of Lot 4, Block 2 Northwest Addition (Exhibit A)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., BEING A PORTION OF LOT 4, AMENDED MAP OF THE NORTH WEST ADDITION TO THE TOWN OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 TO BEAR SOUTH 89°43'23" WEST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 89°43'23" EAST, COINCIDENT WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 120.82 FEET; THENCE NORTH 00°16'37" WEST, A DSITANCE OF 27.64 FEET; THENCE SOTUH 89°43'23" WEST, A DSITANCE OF 110.95 FEET TO THE WEST LINE OF SAID LOT 4, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF HIGHWAY NO. 85, AS DESCRIBED IN DEED RECORDED AS RECEPTION NO. 1192848 AND RECEPTION NO. 1190114 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO, AND THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2217.00 FEET AND A CENTRAL ANGLE OF 00°45'31", WHOSE CHORD BEARS SOUTH 19°22'04" WEST, A DISTANCE OF 29.35 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND COINCIDENT WITH THE WEST LINE OF SAID LOT 4, A DISTANCE OF 29.35 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3204 SQUARE FEET OR 0.074 ACRES, MORE OR LESS.

To become a part of Lot 2, Block B of the North West Addition (as shown in the North West Addition Amendment No. 2 Subdivision Plat.)

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the

'EXHIBIT A'

WITNESS COR. TO SW COR. SW 1/4,
SE 1/4, SEC. 31, T 2 N, R 66 W
FOUND 3/4" REBAR WITH 2 1/2"
ALUMINUM CAP, PLS 34980, 280'
EAST OF TRUE COR

LOT 4
BLOCK 2
AMENDED MAP OF THE
NORTHWEST ADDITION
TO THE TOWN OF FORT LUPTON

GRAND AVE.
(REC. NO. 4347698)

9TH ST.

HIGHWAY NO. 85
(REC. NO. 1192848)

SW COR. LOT 4
TRUE POINT
OF BEGINNING

SE COR. SW 1/4, SE 1/4,
SEC. 31, T 2 N, R 66 W,
FOUND 3/4" REBAR WITH
2 1/2" ALUMINUM CAP, PLS
37971 IN MONUMENT BOX

LOT 2
BLOCK 1
AMENDED MAP OF THE
NORTHWEST ADDITION
TO THE TOWN OF FORT LUPTON



(REC. NO. 2362540)

1" = 40'

LINE	BEARING	DISTANCE
L1	N89°43'23"E	120.82'
L2	N00°16'37"W	27.64'
L3	S89°43'23"W	110.95'

LINE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	2217.00'	29.35'	00°45'31"	S19°22'27"W	29.35'

NOTE: THIS DRAWING IS MEANT TO DEPICT THE ATTACHED DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. NOTE: THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AMERICAN WEST LAND SURVEYING CO. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

PARCEL NO. 130931441001 CITY OF FORT LUPTON	DRAWN BY: CDH	American West Land Surveying Co. A Colorado Corporation
	FIELD: CDH	
	SEPT. 27, 2020	
	PAGE 2 OF 2	
PO Box 129, Brighton, CO 80601 * P 303-659-1532 F 303-655-0575 * AMWESTLS.COM		

After Recording Return To

Name: Adrian & Melissa Vigil
Address: 100 Grand Avenue
State: Colorado Zip Code: 80621

Space Above This Line for Recorder's Use

QUIT CLAIM DEED

STATE OF COLORADO)
)
WELD COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Adrian & Melissa Vigil, residing at 100 S Grand Avenue, City of Fort Lupton, County of Weld, State of Colorado, (hereinafter known as the "Grantor(s)") hereby quitclaims to the City of Fort Lupton, a statutory city and political subdivision of the County of Weld, State of Colorado (hereinafter known as the "Grantee(s)") all the rights, title, interest, and claim in or to the following described real estate, situated in Weld County, Colorado to-wit:

A portion of Lot 2, Block 1 Northwest Addition (Exhibit A)

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., BEING A PORTION OF LOT 2, AMENDED MAP OF THE NORTH WEST ADDITION TO THE TOWN OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6 TO BEAR SOUTH 89°43'23" WEST, BEING MONUMENTED ON THE EAST END BY A 3/4" REBAR WITH 2 1/2" ALUMINUM CAP, PLS 37971 IN MONUMENT BOX, AND ON THE WEST END BY A 3/4" REBAR WITH 2 1/2" ALUMINUM CAP WITNESS CORNER, PLS 34980, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 04°17'17" WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 2, A DISTANCE OF 32.46 FEET TO THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED DECEMBER 3, 1993 AS RECEPTION NO. 2362540 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO; THENCE SOUTH 89°43'23" WEST, COINCIDENT WITH THE NORTH LINE OF SAID PARCEL AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 75.98 FEET; THENCE NORTH 00°16'37" WEST, A DISTANCE OF 32.36 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE NORTH 89°43'23" EAST, COINCIDENT WITH SAID NORTH LINE, A DISTANCE OF 78.56 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2501 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit of the said second party forever.

LAND +OWNER/GRANTOR:

Adrian Vigil

Melissa Vigil

STATE OF COLORADO

)

)

ss.

COUNTY OF WELD

)

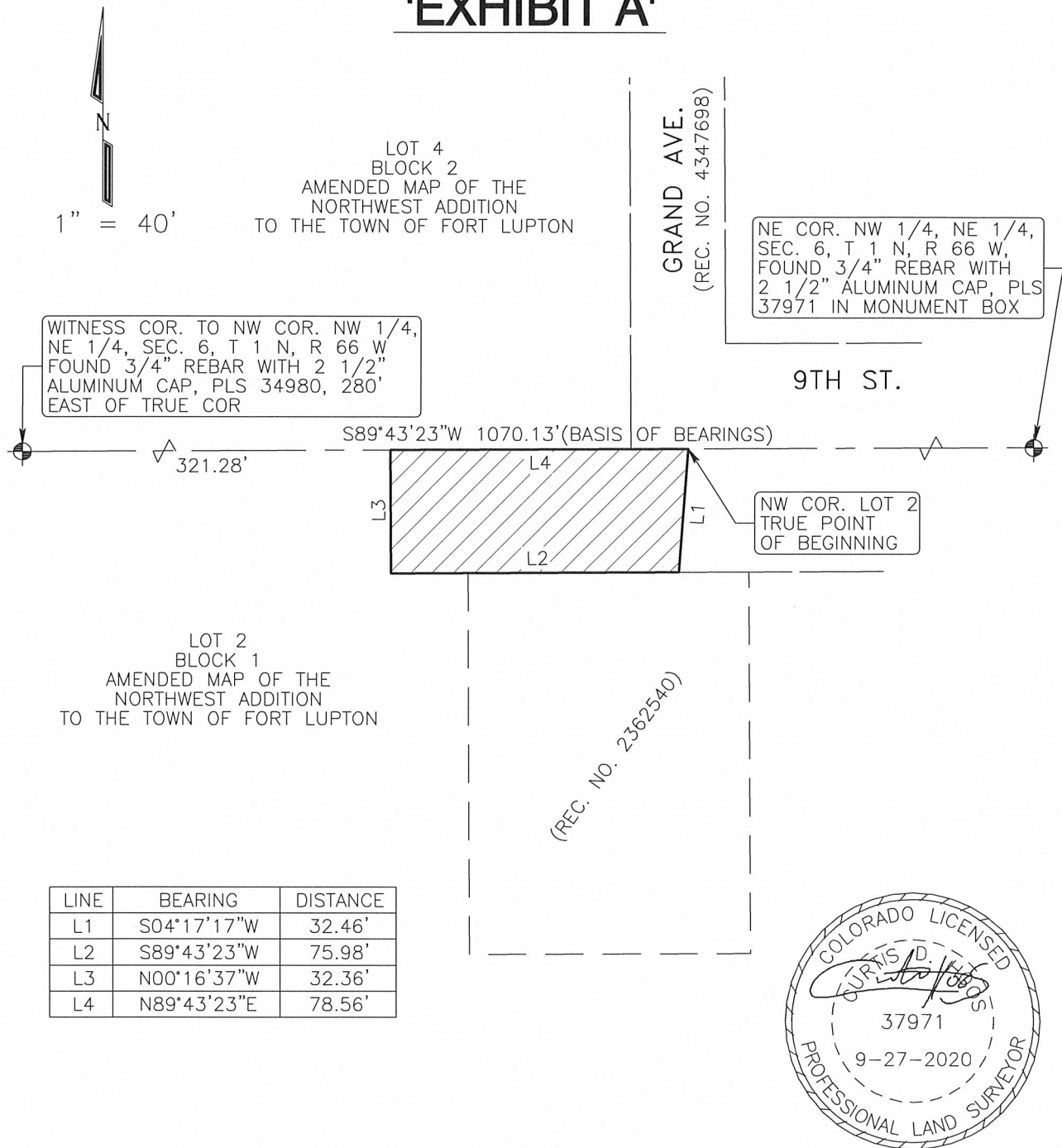
SUBSCRIBED AND SWORN to before me this _____ day of _____ 2020, by Adrian and Melissa Vigil.

WITNESS my hand and official seal.

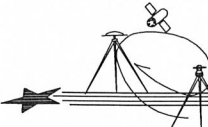
MY COMMISSION EXPIRES: _____

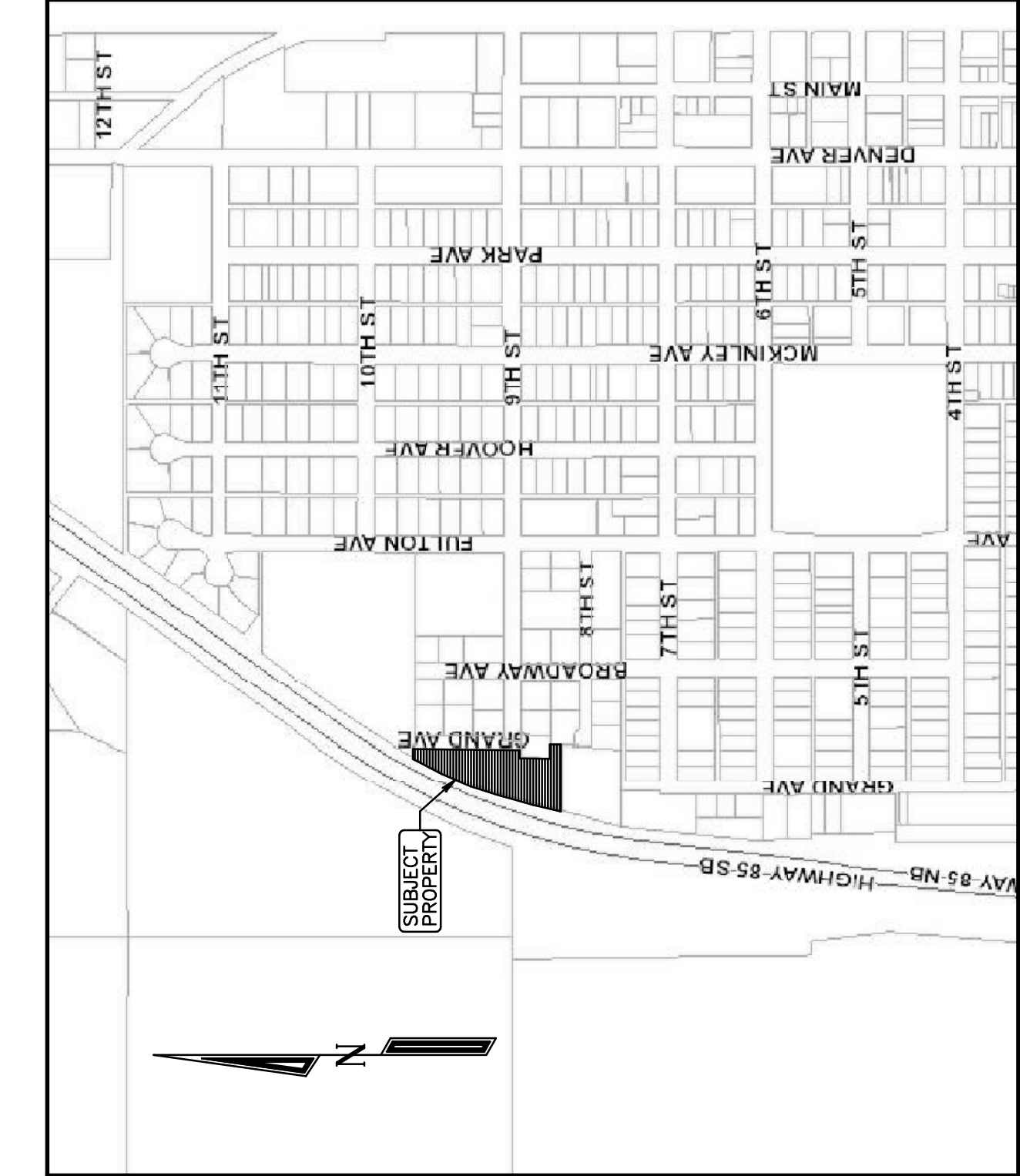
Notary Public

'EXHIBIT A'



NOTE: THIS DRAWING IS MEANT TO DEPICT THE ATTACHED DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. NOTE: THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AMERICAN WEST LAND SURVEYING CO. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

PARCEL NO. 147106141002 ADRIAN VIGIL MELISSA VIGIL	DRAWN BY: CDH	 American West Land Surveying Co. A Colorado Corporation
	FIELD: CDH	
	SEPT. 27, 2020	
	PAGE 2 OF 2	
PO Box 129, Brighton, CO 80601 * P 303-659-1532 F 303-655-0575 * AMWESTLS.COM		



VICINITY MAP: 1" = 500'



WITNESS COR. TO SW COR. SW 1/4, FOUND 3/4" REBAR WITH 2 1/2" ALUMINUM CAP PLS 34960, 260' EAST OF TRUE COR.

WITNESS COR. TO SW COR. SW 1/4, FOUND 3/4" REBAR WITH 2 1/2" ALUMINUM CAP PLS 34960, 260' EAST OF TRUE COR.

LINE	BEARING	DISTANCE
L1	S89°43'23"W	7.69'
L2	S04°26'58"W	27.73'
L3	S04°17'17"W	27.73'

LEGEND:

- ALQUOT MONUMENT, AS NOTED.
- SET 5/8" X 24" REBAR WITH 2" ALUMINUM CAP, PLS 37971.
- SET NAIL & BRASS WASHER, PLS 37971 IN ASPHALT.
- FOUND 5/8" REBAR WITH RED PLASTIC CAP, PLS 37971.
- FOUND NAIL & BRASS WASHER, PLS 37971 IN ASPHALT.
- FOUND 1/2" REBAR WITH RED PLASTIC CAP, PLS 23027.
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP, PLS 3970.
- FOUND 60d NAIL IN CONCRETE.
- FOUND 1/2" OR 3/8" REBAR.
- FOUND 1" O.D. PIPE.

NOTES:

- 1) BASIS OF BEARING: BEARINGS ARE BASED UPON THE NAD 1983(2011) STATE PLANE COORDINATE SYSTEM, COLORADO NORTH ZONE, WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 66 WEST, COUNTY OF FORT LUPTON, COLORADO, BEARING S89°43'23" WEST AS MONUMENTED HEREON, AND WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.
- 2) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PUNISHABLE TO STATE STATUTE 18-65-306, C.R.S.
- 3) CERTIFICATION DEFINED: THE USE OF THE WORD, "CERTIFY," OR "CERTIFICATION" IN THIS INSTRUMENT, SHALL BE CONSIDERED AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OF FINDINGS WHICH ARE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED.
- 4) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTIONS BASED UPON THIS INSTRUMENT WITHIN TWO YEARS FROM THE DATE OF THE CERTIFICATION. SUCH DEFECT IN NOT DEEMED IN ANY WAY AN ACTION BASED UPON ANY DEFECT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 5) OUTLOT A AS SHOWN HEREON IS HEREBY DESIGNATED AS RIGHT-OF-WAY FOR 9TH STREET.
- 6) ALL DISTANCES SHOWN HEREON ARE MEASURED GROUND DISTANCES REPORTED IN U.S. SURVEY FEET.

BLOCK 3

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT THE CITY OF FORT LUPTON, COLORADO BEING THE SOLE OWNERS OF THE LAND DESCRIBED HEREIN, HAVE CAUSED AND DO CAUSE TO BE RECORDED IN THE PUBLIC RECORDS OF THE CITY OF FORT LUPTON, COLORADO, THIS INSTRUMENT, FOR THE PURPOSE OF DEDICATING TO THE CITY OF FORT LUPTON, COLORADO, AND ITS LICENSEES FOR PUBLIC USE FOREVER ALL STREETS, ALLEYS AND PUBLIC EASEMENTS AS INDICATED HEREON IN COMPLIANCE WITH THE CITY OF FORT LUPTON, COLORADO, ORDINANCE NO. 1190114, AND IN FULL COMPLIANCE WITH THE DEDICATION OF ALL STREETS, ROADS, ALLEYS, EASEMENTS, PUBLIC WAYS AND PLACES SHOWN HEREON.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 20____.

OWNERS: CITY OF FORT LUPTON, COLORADO

MAYOR – CITY OF FORT LUPTON _____

LOT A
RESUBDIVISION OF LOT 3, & PART OF LOTS 1 & 2, BLOCK 1 AMENDED MAP OF THE NORTH WEST ADDITION (REC. NO. 1990201)

LOT B
RESUBDIVISION OF LOT 3, & PART OF LOTS 1 & 2, BLOCK 1 AMENDED MAP OF THE NORTH WEST ADDITION (REC. NO. 1990201)

LOT 2
BLOCK 1

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LOT 4

LOT 5

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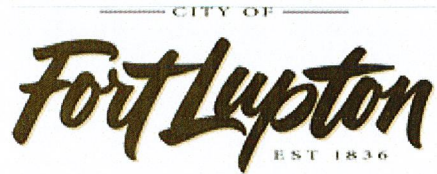
LOT 272

LOT 273

LOT 274

LOT 275

CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

IM 2020-005

ACCOUNTANT II POSITION IN THE FINANCE DEPARTMENT

I. **Agenda Date:** October 6, 2020

II. **Attachments:** None.

III. **Issue/Request:**

The closing of the main doors at City Hall during the onset of COVID-19 as well as the open Front desk receptionist FTE position occurred soon after COVID-19 hit, presented us with a unique opportunity to evaluate how we provide customer service to our citizens that come to City Hall. We performed a 30-day count on the reasons Citizens were coming to City Hall. We found that approximately 80% of all walk-in business was utility payments. We performed an in-house efficiency study on how to best leverage all open FTE's at the time between the City Clerk's Office, the Courts Department and the Finance Department. Based on the data collected having the Utility Billing Clerk greet citizens at that window seemed to better meet the needs of the citizens. The Finance Department FTE that was the former City Front Desk Receptionist did not provide the senior level accounting professional that is and has been needed in the Finance Department for several years now. Changing the position an Accountant II position allow more flexibility in the finance department and a higher level of oversight in internal control.

IV. **Legal/Political Considerations:**

None

VI. **Financial Considerations:**

There will be no impact to the 2020 budget. However, the 2021 budget will increase, dependent on health benefits elected, \$25,175 to \$33,400.

VII. **Staff Recommendation:**

Replace the receptionist position with an accountant II.

VIII. **Submitted by:**


Finance Director

IX. **Approved for Presentation:**


City Administrator

CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

IM 2020-006

PRESENTATION OF THE 2021 FINANCIAL PLAN AND SIX YEAR CAPITAL IMPROVEMENT PROGRAM

- I. **Agenda Date:** Council Meeting – October 6, 2020
- II. **Attachments:** 2021 Financial Plan and Six Year Capital Improvement Program
- III. **Issue/Request:**

Presentation of the 2021 Budget on October 7th meeting the deadline of October 15th as defined in Colorado Revised Statutes.

The budget will be reviewed and amended by council at 9:00 AM, October 17, 2020 in council chambers at 130 South McKinley Avenue, Fort Lupton, CO 80621.

The budget is posted on the City's Website on the Finance Department page <https://www.fortluptonco.gov/203/Budget-Resources>

IV. **Legal/Political Considerations:**

Colorado Revised Statutes Title 29, Article 1, "Local Government Budget Law of Colorado" Requires the next year's budget be presented to the local governing board by the 15th of October.

V. **Financial Considerations:**

Presentation of a requested budget and approval of the mill levy and final budget is required by State Statutes. C.R.S. also require the budget and mill levy be approved by December 15th or the State will cut the current year's budget 10% and making that the City's legally adopted budget.

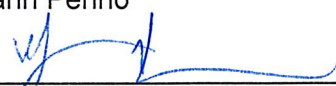
VI. **Staff Recommendation:**

VII. **Submitted by:**



Leann Perino

VIII. **Approved for Presentation:**



City Administrator



Upcoming Events

October 13 th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
October 20 th	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
October 27 th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
October 31 st	Trunk or Treat Street Drive Thru Trick or Treat, FLHS South Parking Lot 4:00 p.m. – 6 p.m.
November 7-14 th	Field of Honor, Pearson Park