



City of Fort Lupton

REGULAR MEETING AGENDA

Tuesday, May 4, 2021

7:00 PM

130 South McKinley Avenue

Zo Stieber, Mayor

Shannon Rhoda, Ward 1

Chris Ceretto, Ward 2

Mike Sanchez, Ward 3

David Crespino, Ward 1

Tommy Holton, Ward 2

Bruce Fitzgerald, Ward 3

You may join in person or join remotely by registering at:

<https://attendee.gotowebinar.com/register/8202213119026433036>

Pledge of Allegiance

Call to Order - Roll Call

Proclamation

a. Mental Health Month 2021

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. May 4, 2021 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. April 6, 2021 Amended City Council Meeting Minutes

b. April 20, 2021 City Council Meeting Minutes

c. AM 2021-067 Approve Agreement to Continue Working With Employment Services of Weld County Employment and Training Program

Action Memorandum

a. AM 2021-068 Approving a Resolution of the City Council of Fort Lupton Authorizing the Submittal of a Revitalizing Main Streets Grant Application With the Colorado Department of Transportation for the Denver Avenue Streetscape Improvements Project

- b.** AM 2021-069 Approval of a Resolution Approving the Subdivision Improvements Agreement for the Final Plat of the Lupton Village PUD Second Filing (AKA Lupton Village Townhomes Final Plat)

Staff Reports

- a.** Police Department Monthly Report March 2021

Mayor/Council Reports

Future City Events

- a.** May 4, 2021 Upcoming Events

Adjourn

PROCLAMATION

WHEREAS, behavioral health is as important as physical health, with the health of our minds affecting how we think, feel and live; and

WHEREAS, life's challenges can affect people's behavioral health, with more Weld County residents having reported experiences of depression, anxiety, or other mental health conditions than in years past; and

WHEREAS, while one in every four people are affected by mental illness, we know that hospitalizations, incarcerations, childhood trauma, suicides, and substance use disorder can be prevented through early and effective treatment, local collaboration, and community-based prevention; and

WHEREAS, without regard for ability to pay, Fort Lupton residents have had access to critical crisis support services through North Range Behavioral Health, Weld County's community mental health center; and

WHEREAS, Fort Lupton residents can find recovery through a variety of services at numerous North Range residential and outpatient facilities throughout Weld County; and

WHEREAS, Fort Lupton residents are healthier because of North Range's commitment to collaboration with community health centers, school districts, human services, law enforcement, United Way, and many others; and

WHEREAS, National Mental Health Month is observed every May to raise awareness about behavioral health, recovery, and the importance of prevention and mental wellness.

NOW, THEREFORE, I, Mayor Zo Stieber do hereby proclaim May 2021 as

MENTAL HEALTH MONTH

In the City of Fort Lupton and call upon the citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of behavioral health, and the need for appropriate and accessible services for all citizens.

PROCLAIMED this 4th day of May 2021.

Zo Stieber, Mayor



City of Fort Lupton

Check Report

By Check Number

Date Range: 04/21/2021 - 05/04/2021

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: Golf Course-Golf Course							
000028	ACUSHNET COMPANY		04/27/2021	Regular	0.00	98.70	84332
910607555	Invoice	04/01/2021	GOLF-HATS		0.00	98.70	
002254	ADIDAS AMERICA INC		04/27/2021	Regular	0.00	152.32	84333
6153128227	Invoice	04/01/2021	GOLF-SHIRTS		0.00	152.32	
000160	BREAKTHRU BEVERAGE GROUP		04/27/2021	Regular	0.00	819.53	84334
339133702	Invoice	04/15/2021	GOLF-ALCOHOLIC BEVERAGES		0.00	819.53	
002723	EAGLE ROCK COMPANY OF COLO		04/27/2021	Regular	0.00	157.55	84335
7805155	Invoice	04/15/2021	GOLF-ALCOHOLIC BEVERAGES		0.00	157.55	
000417	EASY PICKER GOLF PRODUCTS		04/27/2021	Regular	0.00	505.62	84336
0157833-IN	Invoice	04/07/2021	GOLF-CARD MEDIA		0.00	505.62	
000567	HIGH COUNTRY BEVERAGE CORP		04/27/2021	Regular	0.00	1,180.05	84337
W-5950880	Invoice	04/19/2021	GOLF-ALCOHOLIC BEVERAGES		0.00	838.05	
W-5950891	Invoice	04/19/2021	GOLF-ALCOHOLIC BEVERAGES		0.00	342.00	
000736	LOCKETT REFRIGERATION, LLC		04/27/2021	Regular	0.00	283.30	84338
5710	Invoice	04/01/2021	GOLF-REFRIGERATOR HINGE REPAIR/REPLA...		0.00	283.30	
001913	LUXOTTICA OF AMERICA, INC		04/27/2021	Regular	0.00	1,463.08	84339
6906593241	Credit Memo	04/01/2021	GOLF-MERCHANDISE		0.00	-842.50	
6907903424	Invoice	04/08/2021	GOLF-MERCHANDISE		0.00	2,305.58	
000944	REPUBLIC NATIONAL DISTRIBUTING CO LLC		04/27/2021	Regular	0.00	85.95	84340
6083165	Invoice	04/14/2021	GOLF-ALCOHOLIC BEVERAGE		0.00	85.95	
001052	SWIRE COCA-COLA, USA		04/27/2021	Regular	0.00	174.22	84341
13923211330	Invoice	04/13/2021	GOLF-BEVERAGES & CYLINDER DEPOSITS		0.00	67.68	
13923211331	Invoice	04/13/2021	GOLF-24 OZ CUPS		0.00	106.54	
001963	WASTE CONNECTIONS OF COLO, INC		04/27/2021	Regular	0.00	341.30	84342
31174343APR21	Invoice	04/15/2021	GOLF-MAY21 TRASH SERVICE-PRO SHOP		0.00	201.70	
31174344APR21	Invoice	04/15/2021	GOLF-MAY21 RECYCLING SERVICE-MAINT		0.00	139.60	
000183	CALLAWAY GOLF SALES COMPANY		05/04/2021	Regular	0.00	1,238.06	84343
931283828	Invoice	05/04/2021	Callaway Golf		0.00	105.74	
931488341	Invoice	05/04/2021	Callaway Golf		0.00	187.68	
932769718	Invoice	05/04/2021	Callaway Golf		0.00	602.16	
932902079	Invoice	05/04/2021	Callaway Golf		0.00	101.69	
932911436	Invoice	05/04/2021	Callaway Golf		0.00	108.31	
932976149	Invoice	05/04/2021	Callaway Golf		0.00	132.48	
000206	CENTURYLINK		05/04/2021	Regular	0.00	57.02	84344
3945 APR21	Invoice	05/01/2021	GOLF-APR21 PHONE SERVICE		0.00	57.02	
000239	CITY OF FORT LUPTON		05/04/2021	Regular	0.00	29,366.64	84345
FIN2021120	Invoice	05/01/2021	GOLF-MAY21 EMPLOYEE ASSISTANCE PROG...		0.00	5.43	
FIN2021123	Invoice	05/01/2021	GOLF-COMDATA FEB21		0.00	2,192.90	
FIN2021125	Invoice	05/01/2021	GOLF-PAYROLL 4/3/21-4/16/21 PAID 4/23/21		0.00	26,962.55	
FIN2021129	Invoice	05/01/2021	GOLF-REIMBURSE VERIZON INV987640760 2...		0.00	205.76	
000307	COMCAST CABLE COMM, LLC		05/04/2021	Regular	0.00	23.76	84346
606460025494MA...	Invoice	05/01/2021	GOLF-5/1-5/31/21 CABLE SERVICES-PRO SH...		0.00	23.76	
002723	EAGLE ROCK COMPANY OF COLO		05/04/2021	Regular	0.00	172.00	84347

Check Report

Date Range: 04/21/2021 - 05/04/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
7821291	Invoice	05/01/2021	GOLF-ALCOHOLIC BEVERAGES-PRO SHOP	0.00	172.00	
000735	LL JOHNSON DISTRIBUTING	05/04/2021	Regular	0.00	228.08	84348
1853491	Invoice	05/01/2021	GOLF-INLINE FUEL FILTER-MAINT	0.00	140.08	
1853505	Invoice	05/01/2021	GOLF-CLEANER/AIR FILTER-MAINT	0.00	88.00	
001987	MIZUNO USA INC	05/04/2021	Regular	0.00	819.46	84349
6979824R1	Invoice	05/01/2021	GOLF-CART/STAND BAGS-PRO SHOP	0.00	819.46	
000865	OFFICE DEPOT	05/04/2021	Regular	0.00	78.37	84350
166458838001	Invoice	05/01/2021	GOLF-CARD HOLDER/SIGN-PRO SHOP	0.00	24.98	
166459330002	Invoice	05/01/2021	GOLF-BUSINESS CARDS-PRO SHOP	0.00	18.15	
16645933001	Invoice	05/01/2021	GOLF-OFFICE SUPPLIES-PRO SHOP	0.00	35.24	
001022	SOUTHERN GLAZER'S OF CO	05/04/2021	Regular	0.00	187.42	84351
2496920	Invoice	05/01/2021	GOLF-ALCOHOLIC BEVERAGES-PRO SHOP	0.00	187.42	
001052	SWIRE COCA-COLA, USA	05/04/2021	Regular	0.00	233.28	84352
22228200143	Invoice	05/01/2021	GOLF-BEVERAGES-PRO SHOP	0.00	233.28	
001530	TARGET SPECIALTY PRODUCTS	05/04/2021	Regular	0.00	3,430.00	84353
INVP500435017	Invoice	05/01/2021	GOLF-FERTILIZER-MAINT	0.00	3,430.00	
002445	TCF NATIONAL BANK	05/04/2021	Regular	0.00	10,678.08	84354
7008003	Invoice	05/01/2021	GOLF-MAY21 LEASE PAYMENT	0.00	10,678.08	
001105	TOSHIBA FINANCIAL SERVICES	05/04/2021	Regular	0.00	231.45	84355
441087954	Invoice	05/01/2021	GOLF-APR21 COPIER LEASE-PRO SHOP	0.00	231.45	
001963	WASTE CONNECTIONS OF COLO, INC	05/04/2021	Regular	0.00	341.30	84356
31174343MAY21	Invoice	05/01/2021	GOLF-MAY21 TRASH SERVICE-PRO SHOP	0.00	201.70	
341174344MAY21	Invoice	05/01/2021	GOLF-MAY21 TRASH SERVICE-MAINT	0.00	139.60	
001224	XCEL ENERGY-GAS	05/04/2021	Regular	0.00	251.61	84357
5322229501APR21	Invoice	05/01/2021	GOLF-3/19-4/20/21 NATURAL GAS-PRO SHOP	0.00	251.61	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	42	26	0.00	52,598.15
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	42	26	0.00	52,598.15

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
001301	AAA AUTO PARTS INC	04/22/2021	Regular	0.00	30.11	69431
110955	Invoice	04/15/2021	GF-SMALL FLAT GLASS-PARKS	0.00	30.11	
000031	ADAMSON POLICE PRODUCTS	04/22/2021	Regular	0.00	976.00	69432
INV350802	Invoice	04/07/2021	GF-NAME PLATES/NAME STRIP-PD	0.00	32.00	
INV350804	Invoice	04/07/2021	GF-VELCRO NAME STRIP VASQUEZ-PD	0.00	16.00	
INV351350	Invoice	04/15/2021	GF-ARMOR/THREAT PLATE/VEST-PD	0.00	928.00	
000034	ADT SECURITY SYSTEM	04/22/2021	Regular	0.00	122.40	69433
50576495 APR21	Invoice	04/01/2021	GF-SECURITY MONITORING 4/25	0.00	122.40	
000037	ADVANCED URGENT CARE AND OCC MED	04/22/2021	Regular	0.00	330.00	69434
68430	Invoice	04/15/2021	GF-UDS W/MRO SERVICES SMICHEL-HR	0.00	55.00	
68431	Invoice	04/15/2021	GF-UDS W/MRO SERVICES JMICHEL-HR	0.00	55.00	
68432	Invoice	04/15/2021	GF-UDS W/MRO SERVICES ZGARCIA-HR	0.00	55.00	
68433	Invoice	04/15/2021	GF-UDS W/MRO SERVICES MMECILLAS-HR	0.00	55.00	
68434	Invoice	04/15/2021	GF-UDS W/MRO SERVICES SQUICK-HR	0.00	55.00	
68557	Invoice	04/21/2021	GF-UDS W/MRO SERVICES SKROCKI-HR	0.00	55.00	
000040	AFLAC	04/22/2021	Regular	0.00	2,078.58	69435
281214	Invoice	04/11/2021	GF-SUPP INS FOR APR21-HR	0.00	2,078.58	
001820	BADGER METER	04/22/2021	Regular	0.00	2,597.12	69436
1427450	Invoice	04/09/2021	UF-PITT SETTERS-W LINES	0.00	2,597.12	
001908	CENTURA HEALTH	04/22/2021	Regular	0.00	107.88	69437
7000000496 MAR...	Invoice	04/05/2021	GF-HCVENIPUNCTURES-PD	0.00	107.88	
000216	CHAMBER OF COMMERCE	04/22/2021	Regular	0.00	24.00	69438
5289	Invoice	04/15/2021	GF-CHAMBER MEETING FEES	0.00	24.00	
002748	COLDSPRING	04/22/2021	Regular	0.00	761.00	69439
1672819	Invoice	04/14/2021	GF-REPLACEMENT NICHE FRONT	0.00	761.00	
000267	COLONIAL LIFE	04/22/2021	Regular	0.00	105.96	69440
7816820-0501640	Invoice	04/22/2021	GF-SUPPLEMENTAL INSURANCE	0.00	105.96	
002651	COLORADO COMMUNITY MEDIA	04/22/2021	Regular	0.00	99.92	69441
23034	Invoice	04/16/2021	UF-LEGAL PUBLICATIONS/NOTICES	0.00	99.92	
000307	COMCAST CABLE COMM, LLC	04/22/2021	Regular	0.00	220.02	69442
6460164533 APR21	Invoice	04/13/2021	GF-COMCAST 0164533-PW SHOP	0.00	220.02	
001089	ERGOMED	04/22/2021	Regular	0.00	545.00	69443
6934817	Invoice	04/01/2021	GF-POST OFFER SCREENS-HR	0.00	545.00	
000440	EROSION CONTROLS OF COLORADO	04/22/2021	Regular	0.00	1,500.00	69444
R00104660	Invoice	04/16/2021	UF-HYDRANT METER DEPOSIT REFUND	0.00	1,500.00	
002749	FLETCHER CM	04/22/2021	Regular	0.00	822.00	69445
21FTL00094R	Invoice	04/20/2021	GF-REFUND PERMIT 21FTL-00094-R	0.00	822.00	
002568	FORT LUPTON CAR WASH	04/22/2021	Regular	0.00	166.00	69446
183 MAR21	Invoice	04/11/2021	GF-CAR WASH-PD	0.00	166.00	
001919	FUREVERDOG RESCUE AND BOARDING	04/22/2021	Regular	0.00	60.00	69447
03082021	Invoice	04/02/2021	GF-ANIMAL IMPOUND-COM SVCS	0.00	60.00	
002193	GOULD EVANS INC	04/22/2021	Regular	0.00	6,512.00	69448
22060310	Invoice	04/01/2021	GF- Municipal Code Update- Comm Dev	0.00	6,512.00	
001930	HUMANA HEALTH PLAN INC	04/22/2021	Regular	0.00	88,517.35	69449
379450441	Invoice	05/01/2021	GF-MAY21 HEALTH,DENTAIL,VISION	0.00	88,517.35	
002747	JENNA CLARK	04/22/2021	Regular	0.00	300.00	69450

Check Report

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2006665.001	Invoice	04/13/2021	REC-JENNA CLARK SUMMER PROG REFUND	0.00	300.00	
000688	KINSCO, LLC	04/22/2021	Regular	0.00	729.96	69451
17286-1	Invoice	04/01/2021	GF-TACSHELL & FLEECE JACKETS PALISSA/VA...	0.00	484.97	
17286-2	Invoice	04/01/2021	GF-TACSHELL JACKET-PD	0.00	244.99	
001292	LIFE STORIES CHILD & FAMILY ADVOCACY	04/22/2021	Regular	0.00	375.00	69452
11-637	Invoice	04/09/2021	GF-1ST QUARTER 2021-PD	0.00	375.00	
000735	LL JOHNSON DISTRIBUTING	04/22/2021	Regular	0.00	1,622.46	69453
1134249-00	Invoice	04/20/2021	GF-IRRIGATION SUPPLIES- PARKS	0.00	821.28	
1134250-00	Invoice	04/20/2021	GF-IRRIGATION SUPPLIES-PARKS	0.00	801.18	
002750	MAC WELDING	04/22/2021	Regular	0.00	1,170.00	69454
INV0020	Invoice	04/13/2021	CPR-MUSEUM RAILINGS-MUSEUM	0.00	1,170.00	
002195	MINUTEMAN PRESS	04/22/2021	Regular	0.00	2,561.97	69455
35113	Invoice	04/01/2021	SF-REG85 WWTP-ADM	0.00	2,062.17	
35174	Invoice	04/01/2021	SF-REG85 WWTP-ADM	0.00	499.80	
000857	NORTHERN WATER	04/22/2021	Regular	0.00	1,051.60	69456
04232021	Invoice	04/23/2021	UF-2021 CBT ASSESS 22AF-WATER	0.00	1,051.60	
000865	OFFICE DEPOT	04/22/2021	Regular	0.00	29.32	69457
16526140001	Invoice	04/05/2021	GF-CALCULATOR-FIN	0.00	84.48	
166469018001	Credit Memo	04/07/2021	GF-CALCULATOR CREDIT-FIN	0.00	-55.16	
001943	PINNACOL ASSURANCE	04/22/2021	Regular	0.00	13,485.00	69458
20430538	Invoice	04/14/2021	Workers Comp Insurance Premium	0.00	13,485.00	
000901	PLAINS EAST MECHANICAL SERVICES LLC	04/22/2021	Regular	0.00	3,284.23	69459
3114-1094	Invoice	04/16/2021	CPR-HVAC REPAIR HEAT FOR KITCHEN-COM ...	0.00	2,152.83	
3115-1096	Invoice	04/16/2021	REC-VALVE REPLACEMENT	0.00	536.40	
3116-1097	Invoice	04/16/2021	REC-POOL UNIT REPAIR HVAC	0.00	382.50	
3117-1098	Invoice	04/16/2021	GF-PARKS BLDG HVAC-B&G	0.00	212.50	
000935	RAQUEL FERSZT	04/22/2021	Regular	0.00	200.00	69460
209306	Invoice	04/15/2021	GF-DOCKET TRANSLATER SVCS-COURT	0.00	200.00	
002751	RITA STARR	04/22/2021	Regular	0.00	800.00	69461
B130L4SP4	Invoice	04/21/2021	CEM-REF SALE PLOT BLOCK130-LOT004-SPA...	0.00	800.00	
002659	TAIT & ASSOCIATES, INC.	04/22/2021	Regular	0.00	7,373.26	69462
138625	Invoice	04/01/2021	SSTX-AM2020-193 Harrison Ave / 4th St Eng...	0.00	7,373.26	
001105	TOSHIBA FINANCIAL SERVICES	04/22/2021	Regular	0.00	2,182.54	69463
440578060	Invoice	04/07/2021	Copier Lease	0.00	2,182.54	
001120	TRUDILIGENCE LLC	04/22/2021	Regular	0.00	271.60	69464
40198	Invoice	04/01/2021	GF-BACKGROUND CHECKS	0.00	271.60	
001963	WASTE CONNECTIONS OF COLO, INC	04/22/2021	Regular	0.00	218.18	69465
31175457APR21	Invoice	04/15/2021	GF-MAY21 TRASH SERVICES-PARKS	0.00	114.74	
31177334APR21	Invoice	04/15/2021	CEM-TRASH REMOVAL	0.00	103.44	
001183	WAXIE SANITARY SUPPLY	04/22/2021	Regular	0.00	2,479.30	69466
79928483	Invoice	04/08/2021	GF-JANITOR SUPPLIES-B&G	0.00	288.24	
79928484	Invoice	04/08/2021	CPR-JANITOR SUPPLIES-COM CTR	0.00	919.00	
79928523	Invoice	04/08/2021	CPR-GYM WIPES-COM CTR	0.00	1,052.06	
79941544	Invoice	04/14/2021	GF-2 MIL BLACK LINER-PARKS	0.00	220.00	
000615	J & M DISPLAYS	04/27/2021	Regular	0.00	13,500.00	69467
42221	Invoice	04/22/2021	GF-FIREWORK-EVENTS	0.00	13,500.00	
000085	ANDREW JOSE ADAME	05/01/2021	Regular	0.00	150.00	69468

Check Report

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
20210501	Invoice	05/01/2021	REC-DJ FOR 5K	0.00	150.00	
000037	ADVANCED URGENT CARE AND OCC MED	05/04/2021	Regular	0.00	55.00	69469
68577	Invoice	05/01/2021	GF-UDS W/MRO SVCS DLEON-HR	0.00	55.00	
000108	AUSMUS LAW FIRM PC	05/04/2021	Regular	0.00	924.00	69470
455393	Invoice	05/01/2021	GF-ANNEXATION STRATEGY-PLANNING	0.00	924.00	
001820	BADGER METER	05/04/2021	Regular	0.00	6,238.45	69471
1427451	Invoice	05/01/2021	New water service materials	0.00	6,238.45	
002752	BILL'S STUMP GRINDING LLC	05/04/2021	Regular	0.00	720.00	69472
288767	Invoice	05/01/2021	GF-STUMP GRINDING & MULCH HAUL-PARKS	0.00	360.00	
288768	Invoice	05/01/2021	GF-STUMP GRINING & MULCH HAUL-PARKS	0.00	360.00	
000211	CH2M	05/04/2021	Regular	0.00	5,590.00	69473
D3410900-05	Invoice	05/01/2021	OMI - Engineering Services	0.00	5,590.00	
000216	CHAMBER OF COMMERCE	05/04/2021	Regular	0.00	90.00	69474
04292021	Invoice	05/01/2021	GF-CHAMBER MTG LFITZGERALD	0.00	90.00	
000230	CINTAS FIRST AID & SAFETY	05/04/2021	Regular	0.00	34.14	69475
5060077625	Invoice	05/01/2021	REC-FIRST AID SUPPLIES	0.00	34.14	
001949	CIVIL RESOURCES LLC	05/04/2021	Regular	0.00	860.00	69476
19-305.01.12	Invoice	05/01/2021	UF- Lagoon Mining Engineering- WWTP	0.00	860.00	
002651	COLORADO COMMUNITY MEDIA	05/04/2021	Regular	0.00	1,375.00	69477
24346	Invoice	05/01/2021	GF-DISPLAY ROP/ANYWHERE-LEGIS	0.00	1,375.00	
000305	COMBINED TACTICAL SYSTEMS	05/04/2021	Regular	0.00	2,497.59	69478
S021-0418	Invoice	05/01/2021	Training munitions for Less Lethal	0.00	2,497.59	
000306	COMCAST BUSINESS	05/04/2021	Regular	0.00	3,539.75	69479
120894355	Invoice	04/15/2021	Comcast Phones	0.00	3,539.75	
000307	COMCAST CABLE COMM, LLC	05/04/2021	Regular	0.00	268.05	69480
606460117309AP...	Invoice	05/01/2021	REC-APR/MAY CABLE/MUSIC	0.00	268.05	
000372	DELL MARKETING LP	05/04/2021	Regular	0.00	3,502.22	69481
10480474366	Invoice	05/01/2021	vmware license (One Host) vmware 7 Standa...	0.00	3,502.22	
002754	DEVIN BEJARANO	05/04/2021	Regular	0.00	50.00	69482
2006666.001	Invoice	05/01/2021	REC-TEE BALL REFUND	0.00	50.00	
000410	E-470 PUBLIC HIGHWAY AUTHORITY	05/04/2021	Regular	0.00	2.05	69483
2061934440	Invoice	05/04/2021	GF-TOLLS-PD	0.00	2.05	
002655	FRONT RANGE LANDFILL INC	05/04/2021	Regular	0.00	1,533.00	69484
60563	Invoice	05/01/2021	GF-2021 CLEAN UP DAY-LEGIS	0.00	1,533.00	
001881	HALO BRANDED SOLUTIONS INC	05/04/2021	Regular	0.00	660.00	69485
5119711	Invoice	05/01/2021	REC-NUMBER LANYARDS	0.00	660.00	
000588	ID EDGE INC	05/04/2021	Regular	0.00	216.50	69486
93244	Invoice	05/01/2021	REC-CARD PRINTER INK,CLEANING KIT	0.00	216.50	
002027	MURRAYSMITH INC	05/04/2021	Regular	0.00	3,999.50	69487
20-2746.00-14	Invoice	05/01/2021	WST- Non-Pot Pumphouse Engineering- WTP	0.00	3,999.50	
000865	OFFICE DEPOT	05/04/2021	Regular	0.00	11.89	69488
166680517001	Invoice	05/01/2021	UF-OFFICE SUPPLIES-FIN	0.00	11.89	
001040	STERICYCLE	05/04/2021	Regular	0.00	61.00	69489
3005521382	Invoice	05/01/2021	REC-BIOHAZARD	0.00	61.00	
002753	SUSAN DANIEL	05/04/2021	Regular	0.00	510.00	69490

Check Report

Date Range: 04/21/2021 - 05/04/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2006669.001	Invoice	05/01/2021	REC-ROOM RENTAL REFUND	0.00	510.00	
002694	SYMMETRY ENERGY SOLUTIONS LLC	05/04/2021	Regular	0.00	2,277.74	69491
10255324	Invoice	05/01/2021	REC-NATURAL GAS	0.00	2,277.74	
002659	TAIT & ASSOCIATES, INC.	05/04/2021	Regular	0.00	6,670.00	69492
137477	Invoice	05/01/2021	AM2020-193 Harrison Ave / 4th St Engineeri...	0.00	6,670.00	
001075	THE CONSOLIDATED MUTUAL	05/04/2021	Regular	0.00	249.43	69493
03312021B	Invoice	05/01/2021	UF-MAR21 ELECTRICAL PERRY PIT-WELL B	0.00	34.12	
03312021C	Invoice	05/01/2021	UF-MAR21 ELECTRICAL PERRY PIT-WELL C	0.00	33.36	
03312021PUMP	Invoice	05/01/2021	UF-MAR21 ELECTRICAL PERRY PIT-DISCHAR...	0.00	181.95	
001101	TODD HODGES DESIGN LLC	05/04/2021	Regular	0.00	8,052.09	69494
3313	Invoice	05/01/2021	GF-PLANNING SERVICES 4/12-4/25-PLANNI...	0.00	8,052.09	
001105	TOSHIBA FINANCIAL SERVICES	05/04/2021	Regular	0.00	291.11	69495
441085883	Invoice	05/01/2021	GF-APR21 COPIER LEASE/OVERAGE	0.00	291.11	
001126	TYLER TECHNOLOGIES	05/04/2021	Regular	0.00	15,730.42	69496
025-330182	Invoice	05/01/2021	Energov Support Maint 6/1/21 - 5/31/22	0.00	4,330.85	
130-119776	Invoice	05/01/2021	Brazos Maint-Server Hosting	0.00	736.45	
130-120217	Invoice	05/01/2021	Base RMS Maint (5/2021-4/2022)	0.00	9,930.22	
25-328840	Invoice	05/01/2021	GF-INSITE PORTAL FEES-COURT	0.00	627.50	
25-329266	Invoice	05/01/2021	GF-COURT NOTIFICATIONS	0.00	105.40	
002132	VECTOR DISEASE CONTROL	05/04/2021	Regular	0.00	2,967.70	69497
PI-A00008772	Invoice	05/01/2021	AM2021-045 Misquito Management	0.00	2,967.70	
001183	WAXIE SANITARY SUPPLY	05/04/2021	Regular	0.00	358.11	69498
79968625	Invoice	05/01/2021	GF-TORK PAPER TOWELS-B&G	0.00	62.44	
79968626	Invoice	05/01/2021	CPR-JANITORIAL SUPPLIES-COM CTR	0.00	295.67	
000119	BANK OF COLORADO	04/23/2021	Bank Draft	0.00	5,974.74	DFT0001625
INV0000965	Invoice	04/23/2021	HSA DISTRIBUTION	0.00	5,974.74	
000119	BANK OF COLORADO	04/23/2021	Bank Draft	0.00	534.36	DFT0001626
INV0000966	Invoice	04/23/2021	HSA DISTRIBUTION	0.00	534.36	
001416	VALIC_1	04/23/2021	Bank Draft	0.00	29,913.26	DFT0001627
INV0000967	Invoice	04/23/2021	VALIC - 457(b) \$ Contributions	0.00	29,913.26	
001265	IRS	04/23/2021	Bank Draft	0.00	47,356.58	DFT0001628
INV0000968	Invoice	04/23/2021	Federal Withholding	0.00	47,356.58	
001418	CO DEPARTMENT OF REVENUE	04/23/2021	Bank Draft	0.00	7,820.79	DFT0001629
INV0000969	Invoice	04/23/2021	CO Withholding	0.00	7,820.79	
000465	FIRE & POLICE PENSION ASC	04/23/2021	Bank Draft	0.00	1,775.23	DFT0001636
42321	Invoice	04/21/2021	GF-FPPA FOR 4/23/21 PAYROLL-PD	0.00	1,775.23	
000301	COLORADO STATE TREASURER	04/27/2021	Bank Draft	0.00	4,181.24	DFT0001637

Check Report

Date Range: 04/21/2021 - 05/04/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2021 1ST QTR	Invoice	04/27/2021	GF-2021 1ST QTR SUTA PAYMENT	0.00	4,181.24	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	94	68	0.00	226,694.50
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	97,556.20
EFT's	0	0	0.00	0.00
	101	75	0.00	324,250.70

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	136	94	0.00	279,292.65
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	97,556.20
EFT's	0	0	0.00	0.00
	143	101	0.00	376,848.85

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	4/2021	5,261.62
600	GOLF ENTERPRISE FUND	5/2021	47,336.53
999	POOLED CASH/CONSOLIDATED CASH	4/2021	254,765.96
999	POOLED CASH/CONSOLIDATED CASH	5/2021	69,484.74
			376,848.85

<u>Transaction Date</u>	<u>Merchant Name</u>		<u>Net Cost</u>
2/19/2021	SAFEWAY #1045	GF-Flowers for Library - Chela-CITY ADM	68.99
2/19/2021	SAFEWAY #1045	GF-Flowers for Employee-CITY ADM	29.99
2/19/2021	SAFEWAY #1045	GF-Card for Employee-CITY ADM	4.99
			103.97
2/1/2021	ACE HARDWARE OF FORT L	UF-curb stops-W LINES	56.45
2/2/2021	S&S COMM CITY PARTS	GF-1995 Dump Truck-STREETS	14.12
2/2/2021	S&S COMM CITY PARTS	UF-1995 Dump Truck-W LINES	14.11
2/4/2021	ACE HARDWARE OF FORT L	GF-Fuel Tank-PW SHOP	28.69
2/5/2021	ACE HARDWARE OF FORT L	GF-Fuel Trailer-PW SHOP	3.44
2/10/2021	ACE HARDWARE OF FORT L	UF-Tape Measurers-W LINES	9.98
2/11/2021	EBAY O*17-06563-84384	CEM-2005 GEHL Mini Excavator	75.73
2/16/2021	ACE HARDWARE OF FORT L	UF-Duct Tape for meter-W LINES	9.99
2/17/2021	SP * EVEREST PARTS	GF-Ground Pounder-STREETS	42.90
2/22/2021	ACE HARDWARE OF FORT L	SF-Wedges for Trees-WWTP	35.98
2/23/2021	ACE HARDWARE OF FORT L	GF-Chain Saws-STREETS	29.99
2/23/2021	ACE HARDWARE OF FORT L	UF-Chain Saws-W LINES	30.00
2/23/2021	AGFINITY ACE HARDWARE	UF-Chain Saws-W LINES	52.07
2/23/2021	AGFINITY ACE HARDWARE	GF-Chain Saws-STREETS	52.06
2/23/2021	TRACTOR SUPPLY CO #178	GF-Chain Saws-STREETS	46.96
2/15/2021	ACE HARDWARE OF FORT L	UF-Truck #22-W LINES	87.97
2/17/2021	R AND L TIRES	GF-Skid Steer Tire-STREETS	25.00
2/24/2021	THE NORTH STATION	GF-Fuel-STREETS	100.00
2/10/2021	SBM TRAVEL SHOP	GF-Fuel Tank-STREETS	100.00
2/14/2021	ACE HARDWARE OF FORT L	UF-Green tanks for frozen meters-W LINES	9.98
2/25/2021	ACE HARDWARE OF FORT L	GF-Rain-X Wash-PW SHOP	14.97
2/17/2021	ACE HARDWARE OF FORT L	GF-Streets-STREETS	61.08
2/22/2021	ACE HARDWARE OF FORT L	GF-Shop-PW SHOP	61.95
2/4/2021	SBM TRAVEL SHOP	GF-#31-STREETS	68.26
2/15/2021	LOWES #02479*	UF-Frozen Water Lines-W LINES	49.97
2/15/2021	LOWES #02479*	UF-Frozen Water Lines-W LINES	54.98
2/15/2021	BOMGAARS #58 BRIGHTON	UF-Frozen Water Meters-W LINES	85.95
2/17/2021	AGFINITY ACE HARDWARE	UF-Propane-W LINES	117.10
2/19/2021	ACE HARDWARE OF FORT L	UF-Garden Hose-W LINES	203.93
2/19/2021	FASTENAL COMPANY 01COF	GF-Repair parts-STREETS	23.51
2/19/2021	FASTENAL COMPANY 01COF	GF-sales tax-STREETS	1.10
2/19/2021	FASTENAL COMPANY 01COF	GF-Repair parts-STREETS	20.08
2/19/2021	FASTENAL COMPANY 01COF	GF-Repair parts-STREETS	45.66
2/19/2021	FASTENAL COMPANY 01COF	GF-sales tax-STREETS	1.68

2/19/2021	FASTENAL COMPANY 01COF	UF-Propane-W LINES	66.07
2/12/2021	SBM TRAVEL SHOP	SF-Fuel Truck #8-S LINES	27.71
2/16/2021	ACE HARDWARE OF FORT L	GF-Hammer-STREETS	66.98
2/22/2021	ACE HARDWARE OF FORT L	GF-Truck cleaner-STREETS	3.99
2/9/2021	STAPLES DIRECT	GF-Office Supplies for Jessica-FIN	189.89
2/9/2021	STAPLES DIRECT	GF-Office Supplies for Jessica-FIN	13.10
2/17/2021	OFFICE DEPOT #1080	GF-Manilla Folders-ADMIN	45.79
2/11/2021	CIRCLE K # 44109	GF-#7 Fuel-STREETS	24.49
2/11/2021	CIRCLE K # 44109	UF-#7 Fuel-W LINES	24.49
2/11/2021	CIRCLE K # 44109	SF-#7 Fuel-S LINES	24.49
2/17/2021	AGFINITY ACE HARDWARE	UF-Propane-W LINES	24.74
			2,147.37
2/2/2021	AMAZON.COM*KA31S3KW3 A	GF-Amazon -\$298.90 - HP Laserjet Printer for Jake	298.90
2/5/2021	AMZN MKTP US*UT4DJ81K3	GF-Amazon - \$1096.99 - NAS Hard Drives and RAM	60.99
2/5/2021	AMZN MKTP US*UT4DJ81K3	GF-Amazon - \$1096.99 - NAS Hard Drives and RAM	1,036.00
2/10/2021	AMAZON.COM*VP00I8KS3 A	GF-Amazon - \$52.99 - 1TB External USB3.0 Drive fr	52.99
2/6/2021	SAFEWAY #1045	GF-cards-LEGIS	5.00
2/6/2021	SAFEWAY #1045	GF-cards-LEGIS	5.00
2/6/2021	SAFEWAY #1045	GF-cards-LEGIS	0.40
2/18/2021	APPLE.COM/BILL	GF-monthly backup-LEGIS	2.99
2/24/2021	TST* WHOLLY STROMBOLI	GF-lunch meeting-LEGIS	43.81
			1,506.08
2/5/2021	WALMART.COM AY	GF-credit card machine protectors-COURT	51.21
2/6/2021	SAMSCLUB.COM	GF-breakroom supplies-ADMIN	185.80
2/22/2021	DC SHRM	GF-building an ethical organization-COURT	30.00
			267.01
2/9/2021	COLORADO MUNICIPAL LEA	GF-CML Virtual Assembly-CITY ADM	49.00
2/16/2021	USPS PO 0732220392	GF-CDPHE extension Discharge permit-CITY ADM	7.95
2/19/2021	SUBWAY 26257	GF-Roy Vestal's 5 years-CITY ADM	25.00
2/5/2021	HOUSE OF SMOKE INC	GF-funeral platter-CITY ADM	38.95
2/9/2021	CGFOA	GF-GF-DUES-KINDLE-FINANCE-FIN	50.00
2/9/2021	CGFOA	GF-GF-DUES-KINARD-FINANCE-FIN	50.00
2/11/2021	USPS PO 0732220392	GF-GF-1042-S FORM-FINANCE-FIN	7.00
2/11/2021	USPS PO 0732220392	GF-GF-1042-S FORM-FINANCE-FIN	2.24
2/23/2021	USPS PO 0732220392	GF-GF-1095-C FORMS-FINANCE-FIN	16.55
1/28/2021	OFFICE DEPOT #1078	GF-GF-Hanging Folders-Finance-FIN	23.29
1/28/2021	OFFICE DEPOT #1078	GF-GF-Hanging Folders-Finance-FIN	1.61
1/28/2021	OFFICE DEPOT #1080	GF-GF-4 boxes File Folders-Finance-FIN	47.96
1/28/2021	OFFICE DEPOT #1080	GF-GF-Epson Ink Cartridge-Finance-FIN	70.99

1/28/2021	OFFICE DEPOT #1080	GF-GF-File Folders-Finance-FIN	27.99
1/28/2021	OFFICE DEPOT #1080	GF-GF-Office Depot Shipping-Finance-FIN	19.89
2/10/2021	OFFICE DEPOT #2720	GF-GF-Office Depot Shipping-Finance-FIN	(2.91)
2/10/2021	OFFICE DEPOT #2720	GF-GF-Office Depot Shipping-Finance-FIN	(12.58)
2/10/2021	GOVERNMENT FINANCE OFF	GF-GF-Annual GFOA Membership-Finance-FIN	235.00
2/14/2021	AMAZON.COM*AJ8446GI3 A	GF-GF-Legal Pads-Finance-FIN	21.28
			679.21
2/1/2021	INDEED	GF-Recruiting-HR	323.36
2/15/2021	INDEED	GF-Recruiting-HR	522.45
2/24/2021	INDEED	GF-Recruiting-HR	501.56
2/24/2021	INDEED	GF-Recruiting-HR	100.00
2/26/2021	SHRM CERTIFICATION	GF-shrm certification-HR	100.00
2/11/2021	CBI ONLINE	GF-pre employment background-HR	5.00
2/19/2021	CBI ONLINE	GF-pre employment background-HR	5.00
2/25/2021	CBI ONLINE	GF-pre employment background-HR	5.00
2/25/2021	CBI ONLINE	GF-pre employment background-HR	5.00
			1,567.37
2/5/2021	ACE HARDWARE OF FORT L	GF-light switches-FAC	51.98
2/5/2021	ACE HARDWARE OF FORT L	GF-wall plates-FAC	3.58
2/17/2021	ACE HARDWARE OF FORT L	REC-fasteners	0.20
2/17/2021	ACE HARDWARE OF FORT L	GF-pine sol-FAC	25.98
2/19/2021	ACE HARDWARE OF FORT L	GF-gorilla epoxy-FAC	15.18
2/23/2021	ACE HARDWARE OF FORT L	REC-roof patch rubber	7.98
2/23/2021	O'REILLY AUTO PARTS 44	GF-battery (ford ranger)-FAC	97.80
2/24/2021	ACE HARDWARE OF FORT L	GF-drywall mud-FAC	17.18
2/12/2021	AMZN MKTP US*2U66J5NK3	REC-universal triad	97.26
2/12/2021	AMAZON.COM*4V4TD6UV3 A	REC-Light ballast/lights	30.99
2/20/2021	AMZN MKTP US*SZ5L48BW3	REC-vacuum cleaner magnet strip	9.41
2/20/2021	AMZN MKTP US*SZ5L48BW3	REC-Adjustable light mounts	242.63
2/24/2021	HILTI INC	GF-hardware for demo work to be performed in PD r	149.80
2/24/2021	HILTI INC	GF-hardware for demo work to be performed in PD r	100.32
2/25/2021	ACE HARDWARE OF FORT L	GF-Keystet and entry lock-FAC	40.97
2/11/2021	AMAZON PRIME	REC-refund	(73.78)
2/19/2021	TIPS/HEALTH COMMUNICAT	GF-jordan tips class -GOLF	42.76
2/19/2021	TIPS/HEALTH COMMUNICAT	GF-danny tips class -GOLF	42.76
2/26/2021	NTLREST SERVSAFE	GF-alex food class -GOLF	15.00
2/26/2021	TIPS/HEALTH COMMUNICAT	GF-charlotte tips class -GOLF	42.76
2/26/2021	TIPS/HEALTH COMMUNICAT	GF-alex tips class -GOLF	42.76
2/10/2021	ONLINE DIAMOND PLATE	GF-Diamond Plate for Trailer-GOLF	135.00

2/2/2021	THE TORO COMPANY	GF-NSN Support Services-GOLF	212.00
2/11/2021	AMZN MKTP US*CY4QU9HZ3	GF-Dewalt Dust Bag-GOLF	23.90
2/25/2021	AMZN MKTP US*ZS9AR13X3	GF-New Seat For JD Gator-GOLF	115.99
2/6/2021	AMZN MKTP US*E45NK4MO3	GF-Light Bulbs for clubhouse-GOLF	43.84
2/10/2021	AMZN MKTP US*H91XM9G53	GF-index cards for Expo card sale-GOLF	16.02
2/21/2021	AMZN MKTP US*0S3I09C73	GF-desk for Jordans Office-GOLF	139.99
2/21/2021	AMZN MKTP US*0S3I09C73	GF-chair for dannys office-GOLF	118.99
2/22/2021	SUMMITBODYWORKS	GF-tee arrows and play starts signs-GOLF	277.04
2/25/2021	IMPRINT PLUS	GF-NAME TAGS FOR STAFF-GOLF	510.58
2/26/2021	AMZN MKTP US*RM0Q94BI3	GF-file cabinet for Jordans Office-GOLF	96.81
2/26/2021	SUMMITBODYWORKS	GF-signs for Hungry replacement FOR BROKEN	176.81
2/26/2021	AMZN MKTP US*8L9I57GZ3	GF-desk for Dannys office-GOLF	139.89
2/1/2021	ACE HARDWARE OF FORT L	GF-gloves-PARKS	39.93
2/23/2021	ACE HARDWARE OF FORT L	GF-tools for shop-PARKS	19.99
2/24/2021	FRONT RANGE LUMBER CO-	GF-wood for clock stand-PARKS	32.04
2/24/2021	ACE HARDWARE OF FORT L	GF-parts for irrigation clock-PARKS	33.54
2/1/2021	ACE HARDWARE OF FORT L	GF-sign for park camera-PARKS	4.59
2/4/2021	SAFEWAY #1045	GF-shop supply-PARKS	6.98
2/4/2021	SAFEWAY #1045	GF-shop supply-PARKS	1.99
2/4/2021	SAFEWAY #1045	GF-shop supply-PARKS	9.95
2/4/2021	SAFEWAY #1045	GF-shop supply-PARKS	3.38
2/4/2021	SAFEWAY #1045	GF-shop supply-PARKS	5.07
2/4/2021	SAFEWAY #1045	GF-shop supply-PARKS	23.94
2/4/2021	SAFEWAY #1045	GF-shop supply-PARKS	39.90
2/4/2021	SAFEWAY #1045	GF-shop supply-PARKS	50.97
2/4/2021	SAFEWAY #1045	GF-shop supply-PARKS	(104.09)
2/8/2021	ACE HARDWARE OF FORT L	GF-spray paint-PARKS	4.59
2/8/2021	ACE HARDWARE OF FORT L	GF-lock for backflow cover-PARKS	59.96
2/11/2021	ACE HARDWARE OF FORT L	GF-oil for trimmers-PARKS	20.99
2/16/2021	ACE HARDWARE OF FORT L	GF-lock for backflow cover-PARKS	59.96
2/19/2021	BUBBA CHINOS	GF-breakfast-PARKS	21.97
2/19/2021	BUBBA CHINOS	GF-breakfast-PARKS	5.97
2/22/2021	ACE HARDWARE OF FORT L	GF-sanding belt replace-PARKS	9.98
2/24/2021	SAFEWAY #1045	GF-shop supply-PARKS	5.49
2/24/2021	SAFEWAY #1045	GF-shop supply-PARKS	8.45
2/24/2021	SAFEWAY #1045	GF-shop supply-PARKS	14.95
2/24/2021	SAFEWAY #1045	GF-shop supply-PARKS	14.99
2/24/2021	SAFEWAY #1045	GF-shop supply-PARKS	14.99
2/24/2021	SAFEWAY #1045	GF-shop supply-PARKS	(17.11)

2/19/2021	CANVA* 02971-15157009	GF-Graphic art/media subscriptionTRAPPER DAYS	25.90
2/22/2021	POSTERMYWA* POSTERMYWA	GF-2021 Easter Egg Hunt flyer: PNG downloadTRAI	2.99
2/22/2021	POSTERMYWA* POSTERMYWA	GF-2021 Easter Egg Hunt flyer: PNG downloadTRAI	2.99
2/24/2021	POSTERMYWA* POSTERMYWA	GF-2021 Easter Egg Hunt flyer: PNG downloadTRAI	2.99
2/24/2021	WM SUPERCENTER #1659	GF-2021 Easter Egg Hunt - plastic eggsTRAPPER C	45.54
2/25/2021	THE HOME DEPOT #1547	GF-Storage bins for eventsTRAPPER DAYS	10.98
2/25/2021	THE HOME DEPOT #1547	GF-Storage bins for eventsTRAPPER DAYS	10.98
2/25/2021	THE HOME DEPOT #1547	GF-Storage bins for eventsTRAPPER DAYS	10.98
2/25/2021	THE HOME DEPOT #1547	GF-Storage bins for eventsTRAPPER DAYS	10.98
2/25/2021	THE HOME DEPOT #1547	GF-Storage bins for eventsTRAPPER DAYS	10.98
2/25/2021	THE HOME DEPOT #1547	GF-Storage bins for eventsTRAPPER DAYS	10.98
2/4/2021	AMZN MKTP US*LC70K0IZ3	REC-bulbs	56.16
2/6/2021	AMZN MKTP US*U99EN5TH3	REC-ballasts	141.67
2/9/2021	AMZN MKTP US*755HA7UU3	REC-ballasts	141.67
2/22/2021	CO DEPT OF LABOR AND E	CPR-elevator-MUSEUM	31.44
2/22/2021	SIGNS BY TOMORROW	CPR-signs-COMM CTR	509.00
2/2/2021	SQ *CV FLOWERS	CPR-delivery fee-COMM CTR	18.00
2/2/2021	SQ *CV FLOWERS	CPR-Planter Rhoda-COMM CTR	39.99
2/3/2021	SAMS CLUB #8147	REC-batteries; pinesol	79.70
2/9/2021	STAPLES DIRECT	GF-EventsTRAPPER DAYS	101.99
2/10/2021	STAPLES DIRECT	GF-Adverstining EventsTRAPPER DAYS	30.99
2/15/2021	STAMPS.COM	REC-monthly fee	17.99
2/18/2021	CO COMM MEDIA	CPR-Fort Lupton Press-COMM CTR	40.00
2/19/2021	SAMS CLUB #4987	REC-clocks	33.76
2/19/2021	SAMS CLUB #4987	REC-tape, film, ibuprofen	53.60
2/19/2021	SAMS CLUB #4987	REC-Pinesol	9.78
2/24/2021	STAPLES DIRECT	GF-cardstockTRAPPER DAYS	27.99
2/24/2021	STAPLES DIRECT	REC-sticky notes	31.77
2/24/2021	STAPLES DIRECT	REC-discount	(7.44)
2/25/2021	STAPLES DIRECT	GF-catalog envelopesTRAPPER DAYS	12.99
			7,738.40
1/31/2021	AMZN MKTP US*5D55I0DC3	GF-50 PCS CLEAR FORNT BROWN KRAFT PAPE	38.42
1/31/2021	AMZN MKTP US*5D55I0DC3	GF-AVERY SHIPPING ADDRESS LABELS, LASE-F	27.77
1/31/2021	AMZN MKTP US*5D55I0DC3	GF-GENUINE JOE - GJO30403 HEAVYWEIGHT-PI	17.54
1/31/2021	AMZN MKTP US*5D55I0DC3	GF-AVERY 5160 EASY PEEL ADDRESS LABELS-I	47.02
1/31/2021	AMZN MKTP US*5D55I0DC3	GF-PURE PONTA WEIGH BOATS MEDIUM 125-F	17.05
1/31/2021	AMZN MKTP US*5D55I0DC3	GF-PAPER MATE FLAIR ORIGINAL FIBRE TIP-PD	16.59
2/1/2021	USPS PO 0732220392	GF-Postage-PD	4.80
2/1/2021	USPS PO 0732220392	GF-Postage-PD	5.90

2/1/2021	USPS PO 0732220392	GF-Postage-PD	5.90
2/3/2021	USPS PO 0732220392	GF-Postage-PD	2.10
2/4/2021	USPS PO 0732220392	GF-Postage-PD	4.80
2/4/2021	USPS PO 0732220392	GF-Postage-PD	5.90
2/4/2021	USPS PO 0732220392	GF-Postage-PD	5.90
2/5/2021	USPS PO 0732220392	GF-Postage-PD	0.55
2/5/2021	USPS PO 0732220392	GF-Postage-PD	1.55
2/8/2021	USPS PO 0732220392	GF-Postage-PD	4.80
2/8/2021	USPS PO 0732220392	GF-Postage-PD	2.10
2/8/2021	USPS PO 0732220392	GF-Postage-PD	4.00
2/8/2021	USPS PO 0732220392	GF-Postage-PD	0.55
2/8/2021	USPS PO 0732220392	GF-Postage-PD	5.90
2/9/2021	DASH MEDICAL GLOVES	GF-gloves-PD	295.90
2/9/2021	USPS PO 0732220392	GF-Postage-PD	5.90
2/9/2021	USPS PO 0732220392	GF-Postage-PD	5.90
2/9/2021	USPS PO 0732220392	GF-Postage-PD	5.90
2/16/2021	USPS PO 0732220392	GF-Postage-PD	4.10
2/17/2021	SAFEWAY #1045	GF-snacks-PD	2.99
2/17/2021	SAFEWAY #1045	GF-snacks-PD	4.99
2/17/2021	SAFEWAY #1045	GF-snacks-PD	0.55
2/18/2021	USPS PO 0732220392	GF-Postage-PD	5.90
2/18/2021	USPS PO 0732220392	GF-Postage-PD	4.80
2/18/2021	USPS PO 0732220392	GF-Postage-PD	4.00
2/19/2021	USPS PO 0732220392	GF-Postage-PD	5.90
2/22/2021	USPS PO 0732220392	GF-Postage-PD	4.80
2/22/2021	USPS PO 0732220392	GF-Postage-PD	2.10
2/22/2021	USPS PO 0732220392	GF-Postage-PD	5.90
2/22/2021	USPS PO 0732220392	GF-Postage-PD	5.90
2/23/2021	USPS PO 0732220392	GF-Postage-PD	4.00
2/24/2021	WM SUPERCENTER #1659	GF-12pks water-PD	47.76
2/26/2021	USPS PO 0732220392	GF-Postage-PD	4.00
2/26/2021	USPS PO 0732220392	GF-Postage-PD	5.90
2/26/2021	USPS PO 0732220392	GF-Postage-PD	5.90
2/26/2021	USPS PO 0732220392	GF-Postage-PD	5.90
2/26/2021	USPS PO 0732220392	GF-Postage-PD	5.90
2/26/2021	USPS PO 0732220392	GF-Postage-PD	5.90
2/26/2021	USPS PO 0732220392	GF-Postage-PD	5.90
2/5/2021	O'REILLY AUTO PARTS 44	GF-molding tape-PD	6.52
2/1/2021	CONOCO - SEI 41243	GF-fuel-PD	29.00

2/8/2021	CONOCO - SEI 41243	GF-fuel-PD	19.38
2/10/2021	CONOCO - SEI 41243	GF-fuel-PD	20.38
2/15/2021	CONOCO - SEI 41243	GF-fuel-PD	19.56
2/22/2021	CONOCO - SEI 41243	GF-fuel-PD	19.96
2/24/2021	CONOCO - SEI 41243	GF-fuel-PD	24.88
1/30/2021	CIRCLE K # 44109	GF-fuel-PD	29.17
2/3/2021	CIRCLE K # 44109	GF-fuel-PD	36.89
2/4/2021	CONOCO - CONOCO FAST B	GF-fuel-PD	29.61
2/10/2021	CIRCLE K # 44109	GF-fuel-PD	43.64
2/16/2021	CONOCO - SEI 41243	GF-fuel-PD	40.26
2/17/2021	SAFEWAY FUEL1045	GF-fuel-PD	14.18
2/23/2021	CIRCLE K # 44109	GF-fuel-PD	39.10
2/2/2021	CONOCO - SEI 41243	GF-fuel-PD	46.03
2/10/2021	CONOCO - SEI 41243	GF-fuel-PD	46.76
2/11/2021	CONOCO - SEI 41243	GF-fuel-PD	24.91
2/16/2021	CONOCO - SEI 41243	GF-fuel-PD	43.99
2/17/2021	CONOCO - SEI 41243	GF-fuel-PD	23.70
2/23/2021	CONOCO - SEI 41243	GF-fuel-PD	40.72
2/25/2021	CONOCO - SEI 41243	GF-fuel-PD	41.70
2/7/2021	SAFEWAY FUEL1045	GF-fuel-PD	28.11
2/10/2021	CONOCO - SEI 41243	GF-fuel-PD	29.25
2/14/2021	CIRCLE K # 44109	GF-fuel-PD	18.31
2/16/2021	CIRCLE K # 44109	GF-fuel-PD	21.15
2/23/2021	CIRCLE K # 44109	GF-fuel-PD	32.85
1/31/2021	SAFEWAY FUEL1045	GF-fuel-PD	48.79
2/6/2021	CONOCO - SEI 41243	GF-fuel-PD	39.87
2/13/2021	SAFEWAY FUEL1045	GF-fuel-PD	47.19
2/19/2021	SAFEWAY FUEL1045	GF-fuel-PD	40.01
2/21/2021	SAFEWAY FUEL1045	GF-fuel-PD	35.59
1/31/2021	CIRCLE K # 44109	GF-fuel-PD	20.00
2/7/2021	SAFEWAY FUEL1045	GF-fuel-PD	41.59
2/14/2021	CIRCLE K # 44109	GF-fuel-PD	46.01
2/19/2021	CIRCLE K # 44109	GF-fuel-PD	38.58
2/21/2021	CIRCLE K # 44109	GF-fuel-PD	38.47
2/4/2021	DEPUTY.COM	GF-monthly scheduling -PD	62.50
2/8/2021	NATIONAL LAW ENFORCEME	GF-NLEFIA membership-PD	50.00
2/8/2021	NATIONAL LAW ENFORCEME	GF-Grossman NLEFIA training-PD	525.00
2/9/2021	GLOCK PROFESSIONAL INC	GF-Glock Armorer's training course-PD	250.00
2/9/2021	GLOCK PROFESSIONAL INC	GF-Glock Armorer's training course-PD	250.00

2/10/2021	AXON	GF-Taser CEW course-PD	375.00
2/15/2021	SP * 13 FIFTY ONLINE	GF-Instructor shirts-PD	179.70
2/18/2021	COUNTY SHERIFFS OF COL	GF-Background Inv Course Pelton-PD	360.00
2/18/2021	COUNTY SHERIFFS OF COL	GF-Background Inv Course Palissa-PD	360.00
2/18/2021	LIND ELECTRONIC DESIGN	GF-(3) PA1580-1921-PD	404.85
2/18/2021	LIND ELECTRONIC DESIGN	GF-(3) PA1580-1921-PD	11.71
2/23/2021	AMZN MKTP US*BI74Z25Y3	GF-MONSTRUM TACTICAL 1" OFFSET PICATIN-F	8.95
2/23/2021	AMZN MKTP US*BI74Z25Y3	GF-ENERGIZER AAA BATTERIES (48 COUNT),-PI	22.78
2/9/2021	STUB GAS & OIL	GF-fuel-PD	53.46
2/26/2021	CIRCLE K # 44109	GF-fuel-PD	62.33
2/4/2021	SAFEWAY #1045	GF-radar battery-PD	6.94
2/13/2021	OFFICE DEPOT #1080	GF-INTERIOR HEIGHT FILE FOLDER-PD REC	38.98
2/13/2021	OFFICE DEPOT #1080	GF-LABEL,C/C,YR-21,ETS,FLAT-PD REC	8.38
2/13/2021	OFFICE DEPOT #1080	GF-sales tax-PD REC	3.27
2/15/2021	OFFICE DEPOT #1080	GF-END TAB FLDR STR LTR MAN REINF-PD REC	108.76
2/15/2021	OFFICE DEPOT #1080	GF-sales tax-PD REC	7.50
2/22/2021	SAFEWAY FUEL1045	GF-fuel-PD	16.11
2/23/2021	SAFEWAY FUEL1045	GF-fuel-PD	14.20
1/30/2021	CIRCLE K # 40697	GF-fuel-PD	20.00
1/30/2021	SAFEWAY FUEL1045	GF-fuel-PD	30.00
2/4/2021	CONOCO - SEI 41243	GF-fuel-PD	49.70
2/5/2021	FORT LUPTON CAR WASH	GF-Car wash-PD	2.75
2/6/2021	CONOCO - SEI 41243	GF-fuel-PD	30.00
2/12/2021	CIRCLE K # 44109	GF-fuel-PD	35.21
2/13/2021	SAFEWAY FUEL1045	GF-fuel-PD	30.01
2/18/2021	CIRCLE K # 44109	GF-fuel-PD	31.00
2/19/2021	SAFEWAY FUEL1045	GF-fuel-PD	38.18
2/20/2021	FORT LUPTON CAR WASH	GF-Car wash-PD	2.00
2/21/2021	CIRCLE K # 44109	GF-fuel-PD	26.89
2/25/2021	SAFEWAY FUEL1045	GF-fuel-PD	40.34
1/29/2021	SAFEWAY FUEL1045	GF-fuel-PD	27.91
1/31/2021	SAFEWAY FUEL1045	GF-fuel-PD	15.36
2/6/2021	SAFEWAY FUEL1045	GF-fuel-PD	21.81
2/7/2021	SAFEWAY FUEL1045	GF-fuel-PD	14.37
2/12/2021	SAFEWAY FUEL1045	GF-fuel-PD	33.07
2/14/2021	SAFEWAY FUEL1045	GF-fuel-PD	24.35
2/18/2021	SAFEWAY FUEL1045	GF-fuel-PD	28.54
2/20/2021	SAFEWAY FUEL1045	GF-fuel-PD	32.73
2/21/2021	SAFEWAY FUEL1045	GF-fuel-PD	24.25

			5,580.83
2/18/2021	TRIMBLE INC.	GF-Trimble GPS annual software subscription-PLAN	400.00
2/4/2021	OFFICE DEPOT #1080	GF-Postcards for Façade Grant.-FLURA	25.99
2/4/2021	OFFICE DEPOT #1080	GF-Postcards for Façade Grant.-FLURA	9.95
2/4/2021	OFFICE DEPOT #1080	GF-Postcards for Façade Grant.-FLURA	(3.37)
			432.57
			20,022.81

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 6, 2021

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, April 6, 2021. 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, Chris Ceretto, Michael Sanchez, Bruce Fitzgerald and Tommy Holton.

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

City Planner, Alyssa Knutson, participated remotely through GoToWebinar.

PERSONS TO ADDRESS COUNCIL

There was no one to address the Council.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the April 6, 2021, payables; there were no questions or comments from the Mayor or Council.

APPROVAL OF AGENDA

It was moved by Tommy Holton and seconded by Bruce Fitzgerald to approve the Agenda as presented. Motion passed unanimously on roll call vote.

EXECUTIVE SESSION

Mayor Stieber asked for a motion to move into executive session “To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)” Waste Water Treatment. It was moved by Tommy Holton and seconded by Bruce Fitzgerald to move into Executive Session. Motion passed unanimously on roll call vote.

The following entered into executive session at 7:01 p.m.: Mayor Stieber, Councilmembers, Shannon Rhoda, Michael Sanchez, Chris Ceretto, Bruce Fitzgerald and Tommy Holton. Also City Administrator, Chris Cross, Assistant City Administrator, Glenda McCaroll, City Attorney, Andy Ausmus, and Finance Director, Leann Perino.

The Executive Session ended at 7:29 p.m. and the regular meeting reconvened at 7:29 p.m.

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 6, 2021

CONSENT AGENDA

It was moved by Chris Ceretto and seconded by Tommy Holton to approve the Consent Agenda as presented with the following items: 03162021 City Council Meeting Minutes, 03182021 Public Meeting Minutes, 03302021 City Council Special Meeting Minutes, Second Reading Ordinance 2021-1109 AN ORDINANCE ANNEXING LAND LEGALLY DESCRIBED IN EXHIBIT "A" KNOWN AS THE ALQUIST ANNEXATION AND APPROVING THE ANNEXATION AGREEMENT, Second Reading Ordinance 2021-1110 AN ORDINANCE ADOPTING AN ORDINANCE INITIALLY ZONING LAND KNOWN AS THE ALQUIST INITIAL ZONING, LEGALLY DESCRIBED IN EXHIBIT A, TO THE 'A' AGRICULTURAL ZONE DISTRICT, Approving Resolution 2021R023 A RESOLUTION RATIFYING THE EXTENSION OF THE ONE HALF OF ONE PERCENT (.5%) SALES AND USE TAX FOR STREET IMPROVEMENTS TO DECEMBER 31, 2031, AS APPROVED BY THE ELECTORS AT THE NOVEMBER 3, 2020 COORDINATED ELECTION (AM 2021-052), Approving Resolution 2021R024 A RESOLUTION RATIFYING THE EXTENSION OF THE ONE HALF OF ONE PERCENT (.5%) CULTURE PARK AND RECREATION SALES AND USE TAX TO DECEMBER 31, 2041, AS APPROVED BY THE ELECTORS AT THE NOVEMBER 5, 2019, COORDINATED ELECTION (AM 2021-053), Approving Payment to Northern Colorado Water Conservancy District (NCWCD) for Initial Construction and Engineering (C&E) on the Windy Gap Firing Project for \$92,558.20 from the Water Sales Tax Fund (AM 2021-054), Approving Submittal of an Application for Inclusion Into the Northern Colorado Water Conservancy District for the Property at 1310 14th Street - Alquist Annexation (AM 2021-057), Approving Resolution 2021R025 A RESOLUTION INCREASING THE ENGRAVING FEE FOR THE COLUMBARIUM DOORS AT HILLSIDE CEMETERY (AM 2021-060), Pay Clear Water Solutions \$52,160.00 for Professional Services to Create a Risk and Resilience Assessment and Emergency Response Plan to Comply with the America's Water Infrastructure Act (AM 2021-062). Motion passed unanimously on roll call vote.

PUBLIC HEARINGS

AM 2021-059 Approve a Resolution for the United Fulton Augmentation Station and Pipeline Project Special Use Permit

Mayor Stieber opened the public hearing at 7:34 p.m. and asked for a description of the project.

The City Planner, Alyssa Knutson, stated that United Water & Sanitation District (the "Applicant") has submitted a special use permit application for a 30" below grade gravity pipeline that will convey raw water from the Fulton Ditch to the South Platte River for augmentation purposes. Easements have been acquired for the pipeline to cross the parcels located with the City of Fort Lupton, excluding the Theodore Shipman R Living Trust, which is part of the ownership group for the project. The properties that are included within this special use permit application are zoned either 'A' Agricultural (the Theodore R. Shipman Living Trust parcel), I-1 Light Industrial (the Villano Brothers Properties, Inc. parcels), or I-2 Heavy Industrial. While the proposed pipeline is not specifically mentioned as a use by right in these zone districts, these zone districts list public utility facilities as permitted uses subject to the special use review and

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 6, 2021

approval procedures set forth under Section 16-7 of the Fort Lupton Municipal Code. This proposal is of similar or like use and therefore requires a special use permit. All notification requirements for this matter have been met.

Andrew Damiano with United Water and Sanitation District, provided an overview of the project location indicating that pipe line would run along the County Road 8 ½ alignment and parallels an existing utility corridor with an existing gas-line and water line. Mr. Damino indicated that there would be no pump station and no above grade structures; only man holes specifically located on properties where future uses would not be affected. The purpose of the project is to convey water owned by United, decreed in the Fulton Ditch, and move water via gravity through a 30" pipe line back to the South Platte River. The pipeline would then go under Highway 85 with an 18" culvert to deliver water to the Platte River. The pipeline would cross the following properties: Basalite Building Products, Brighton Industrial North, and Leroy & Brenda Sack. The location of easements are on the backside of the property. Mr. Damiano explained that all permits thus far have been obtained including flood permits, Fulton Ditch approvals, railroad approvals and Weld County and State permits. Mr. Damiano will provide responses to all referral comments that were received by the City.

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

Mr. Leroy Sack, a Fort Lupton resident stressed concerns over how unfairly he was treated by United property representatives. Mr. Sack indicated he was forced into eminent domain. He also stated that that he should have received just compensation for his portion of the easement. Mr. Sack asked the Council to not approve the project.

The City Attorney, Andy Ausmus stated that Mr. Sack had the opportunity to litigate the condemnation matter if he chose to do it. Just because the property was annexed into the City, the City does not have the ability to protect him from condemnation. Respectfully, this isn't the forum to discuss the litigation. All issues being raised would have been litigated in the condemnation case. The easements were acquired via condemnation with certain qualifiers for condemnation. There was a voluntary settlement that was reached. The matter was litigated and resolved because the easement was acquired.

Tommy Holton stated that Weld County doesn't condemn properties.

Mike Brazier, son in law of Leroy Sack, stated that United didn't purchase the right of way. The property was taken through eminent domain. Mr. Brashear stated that while Mr. Sack did receive \$60,000 for the easement, he didn't received just compensation. He also stated that the City has many logos, one of which is "come paint your future with us". Mr. Brazier stated that his father in law did annex into the City to paint his future. The City should protect its residents. The property has been impacted because now no buildings can be placed over the existing pipeline. He asked the Council to not approve the project.

Mr. Damino stated that upon the initial contact with Mr. Sack, Mr. Sack's property was zoned agriculture in the County. Mr. Sack has been compensated more than the Agriculture value and that was compensated at industrial value due to the court process.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 6, 2021**

Mr. Brashear stated that if the pipeline would be brought in on the other side, there would be less future impact.

Mayor Stieber asked if United spoke to Anadarko regarding the line. Mr. Damiano stated that there were conversations and that the pipeline is as close to the easement as possible.

Emily Knackstedt, Landman with United, stated that the placement of the pipeline is as close as can safely be placed to the Anadarko lines.

There being no further discussion, Mayor Stieber closed the public hearing at 8:01 p.m.

It was moved by Tommy Holton and seconded by Shannon Rhoda to approve Resolution 2021R026 A RESOLUTION APPROVING THE UNITED FULTON AUGMENTATION STATION AND PIPELINE PROJECT SPECIAL USE PERMIT. The motion failed with 0 ‘yes’ votes and 6 ‘no’ votes by Mayor Stieber, Councilmembers Bruce Fitzgerald, Michael Sanchez, Shannon Rhoda, Chris Ceretto and Tommy Holton.

Withdrawal of the Hagler Annexation, Hagler Initial Zoning, and Hagler Special Use Permit Applications

The Planning Director, Todd Hodges, indicated that the Hagler Annexation, Hagler Initial Zoning and the Hagler Special Use Permit applications have been withdrawn.

Mayor Stieber called for a recess at 8:13 p.m. The meeting reconvened at 8:20 p.m.

AM 2021-055 Approve the Addition of a Fee for the Waste Water Treatment Plant to Pay the Future Debt Service Required by CDPHE for Reg. 85 Fee to be Added to the April 30,

Mayor Stieber opened the public hearing at 8:21 p.m. and asked for a description of the project.

The Finance Director, Leann Perino, stated that Colorado Department of Public Health and Environment (CDPHE) was tasked by the Environmental Protection Agency with enforcing regulations limiting the amount of phosphates and nitrogen put into rivers by waste water treatment plants in Colorado. The costs of upgrades and alternatives will require the City to take out debt in the form of a loan or bond issue. The new fee will pay the annual debt service payment. The request for the initial fee in 2021 is as follows:

<u>Residential</u>	<u>Per Month</u>
Single Family Home	\$ 20.00
Multi-Family (per unit)	20.00
6" Tap	4,360.00
<u>Commercial</u>	
¾ "	\$ 40.00
1"	96.00
1.5"	220.00

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 6, 2021**

2"	400.00
3"	860.00
4"	1,660.00

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 8:25 p.m.

This item requires two public hearings therefore, the next public hearing will be held on April 20, 2021.

AM 2021-058 Approve a Resolution Adopting an Intergovernmental Agreement with the Town of Firestone Regarding Growth and Planning Area

Mayor Stieber opened the public hearing at 8:25 p.m. and asked for a description of the project.

The City Administrator Chris Cross, stated that staff has worked diligently with the Town of Firestone staff to bring forth an agreement that works for both municipalities and creates a boundary for future growth and planning areas within each municipality. The principal line used for the agreement is County Road 19 between ½ mile south of County Road 18 to County Road 24.

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 8:28 p.m.

No further discussion occurred.

It was moved by Tommy Holton and seconded by Tommy Holton and seconded by Bruce Fitzgerald to approve Resolution 2021R026 A RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF FIRESTONE REGARDING GROWTH AND PLANNING AREA. Motion passed unanimously on roll call vote.

ACTION AGENDA

AM 2021-056 Amending Resolution 2021R019 Revising the Water and Sewer Infrastructure Investment Fee Schedule

Resolution 2021R019 approved by Council on March 2, 2021 becomes effective April 5, 2021 increasing the Plant Investment Fees. The City's previous structure for different sizes of water tap fees were based on potential water usage. The proposed changes for different sizes of taps were similarly graduated for the proposed increase based on the costs of a ¾" service tap.

It was moved by Chris Ceretto and seconded by Tommy Holton to approve the amendment of Resolution 2021R019 A RESOLUTION OF THE CITY COUNCIL ACTING AS THE FORT LUPTON UTILITY ENTERPRISE BOARD REVISING THE WATER AND SEWER PLANT INVESTMENT SCHEDULE EFFECTIVE APRIL 5, 2021. Motion passed unanimously on roll call vote.

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 6, 2021

AM 2021-061 Accepting the Bid from D2C Architects and Awarding the Contract for Planning, Design and Consultation Services for the Fort Lupton Shooting Park for an Amount not to Exceed \$50,000

D2C was chose after and RFQ and selection process. The cost for the basic proposal is not to exceed \$50,000 and provides a services list of additional available services that would be approved separately from this AM. The proposal includes D2C assisting with public meetings needed as the project progresses. The product of this proposal will offer the City a choice of phased development for range amenities. It was moved by Tommy Holton and seconded by Bruce Fitzgerald to accept the bid from D2C Architects and Awarding the contract for planning, design and consultation services for the Fort Lupton Shooting Park for an amount not to exceed \$50,000.00. Motion passed unanimously on roll call vote.

It was moved by Tommy Holton and seconded by Bruce Fitzgerald to accept the bid from D2C Architects and award the contract for planning, design and consultation services for the Fort Lupton Shooting Park for an amount not to exceed \$50,000. Motion passed unanimously on roll call vote

STAFF

The Public Works Director stated that Kahil Street is under construction for the paving.

MAYOR/COUNCIL REPORTS

There were no reports from the Mayor or Council.

FUTURE CITY EVENTS

Month of April	Citywide Clean Up Days - Voucher Program
April 11-17, 2021	Hillside Cemetery Clean Up, 13750 County Road 12
April 22, 2021	Shredding Day, City Hall, 130 S. McKinley Ave., 8 a.m. – 10 a.m.
April 22, 2021	Clean Up Day for Seniors
April 27, 2021	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.

EXECUTIVE SESSION

It was moved by Tommy Holton and seconded by Michael Sanchez to move to 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 legal matters involving City business" Motion passed unanimously on roll call vote.

The following entered into the Executive Session at 8:44 p.m.: Mayor Stieber, Councilmembers

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 6, 2021

Shannon Rhoda, Michael Sanchez, Chris Ceretto, Bruce Fitzgerald and Tommy Holton. Also City City Attorney, Andy Ausmus.

The executive session ended at 9:58 p.m. and the regular meeting reconvened at 9:58 p.m.

ADJOURNMENT

Mayor Stieber adjourned the meeting at 9:59 p.m.

Respectfully Submitted,

Maricela Peña, City Clerk

Approved by City Council

Zo Stieber, Mayor

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 20, 2021

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, April 20, 2021. 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 Chris Ceretto, Michael Sanchez, and Bruce Fitzgerald. Councilmembers Shannon Rhoda and David Crespin participated remotely through GoToWebinar. Councilmember Tommy Holton appeared by phone at 7:09 p.m.

Also present were City Administrator, Chris Cross, Assistant City Administrator, Glenda Aretxuloeta, City Clerk, Mari Pena, City Attorney, Andy Ausmus, Finance Director, Leann Perino, and Planning Director, Todd Hodges.

City Planner, Maria Lancto, participated remotely through GoToWebinar.

Mayor Stieber read the general advisement for connected meetings.

PERSONS TO ADDRESS COUNCIL

There was no one to address the Council.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the April 20, 2021, payables; there were no questions or comments from the Mayor or Council.

APPROVAL OF AGENDA

It was moved by Bruce Fitzgerald and seconded by Michael Sanchez to approve the Agenda as presented. Motion passed unanimously on roll call vote.

CONSENT AGENDA

It was moved by Bruce Fitzgerald and seconded by Chris Ceretto to approve the Consent Agenda as presented with the following items: March 16, 2021 Amended City Council Meeting Minutes, April 6, 2021 City Council Meeting Minutes. Motion passed unanimously on roll call vote.

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 20, 2021

PUBLIC HEARINGS

AM 2021-064 Approve a Resolution for the Transwest Truck and Trailer Phase 3 Lot 1 Site Plan

Mayor Stieber read the following advisement to Kyle Schmidt: You understand that members of the City Council may be appearing tonight via a virtual connection and may not be appearing in person? You consent to the applicable member voting on your submittal even though said member is not present in person? You understand that the Applicant has a right to continue this public hearing to such a date to allow a full in person public hearing? You have agreed to voluntarily waive that right on behalf of the Applicant by proceeding tonight electronically, is that correct? On behalf of the Applicant, you have voluntarily signed and submitted the written waiver and consent to proceed electronically tonight, correct? Therefore, on behalf of the Applicant, you waive Applicant's right to proceed in an in person public hearing and have consented to proceed forward voluntarily tonight in this virtual City Council meeting, is that correct? Mr. Schmidt responded 'yes' to all questions.

Mayor Stieber opened the public hearing at 7:13 p.m.

The City Planner, Maria Lancto, stated that GEP Investments, Inc. has submitted an application for a site plan for the addition of a 30,550 square foot building in the northern portion of their property. This facility will be used for the repair of auto transport trailers and units. There is an existing 78,700 square foot facility which will continue to be used for assembly and manufacturing of components for specialty vehicles. The site plan will also account for new lot lines and easements that have been conditionally approved by staff as part of an amended plat administrative review process. The property is surrounded by Industrial and Agricultural zoning, as well as Residential-Office zoning to the north. Impact to the residential properties located north and northeast of this site will be mitigated through screening and landscaping. All notification requirements have been met including mailings, publications and posting.

The Property is located within the 'I-1' Light Industrial Zone District. Auto, truck, boat, trailer and farm equipment sales, services and repairs, is permitted in the 'I-1' Light Industrial Zone District. In addition, manufacturing, fabrication, processing, distribution or assembly facilities are a use by right in the 'I-1' Light Industrial Zone District; provided that all external effects are limited per the Code. Finally, the Fort Lupton Comprehensive Plan designates this area for industrial land uses. This designation allows for a mix of heavy and light industrial users as well as office development. Therefore, the use complies with the zoning and comprehensive plan's land use designation for this property.

Mr. Schmidt, Operations Manager, stated that he was excited to start this service facility. The facility will house an auto transport service.

Mayor Stieber asked Councilmembers Shannon Rhoda, David Crespin and Tommy Holton if they were able to see and hear the entire presentation. All Councilmembers responded 'yes.'

Mayor Stieber asked if anyone from the public would like to speak for or against the proposal;

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 20, 2021

hearing none, Mayor Stieber closed the public hearing at 7:18 p.m.

It was moved by Chris Ceretto and seconded by Bruce Fitzgerald to approve Resolution 2021R027 APPROVING THE TRANSWEST TRUCK AND TRAILER PHASE 3 LOT 1 SITE PLAN FOR THE ADDITION OF A 30,550 SQUARE FOOT BUILDING AT 13525 COUNTY ROAD 8. Motion passed unanimously on roll call vote.

AM 2021-065 Approve a Resolution for the Transwest Truck and Trailer Phase 3 Lot 2 Site Plan

Mayor Stieber read the following advisement to Kyle Schmidt: You understand that members of the City Council may be appearing tonight via a virtual connection and may not be appearing in person? You consent to the applicable member voting on your submittal even though said member is not present in person? You understand that the Applicant has a right to continue this public hearing to such a date to allow a full in person public hearing? You have agreed to voluntarily waive that right on behalf of the Applicant by proceeding tonight electronically, is that correct? On behalf of the Applicant, you have voluntarily signed and submitted the written waiver and consent to proceed electronically tonight, correct? Therefore, on behalf of the Applicant, you waive Applicant's right to proceed in an in person public hearing and have consented to proceed forward voluntarily tonight in this virtual City Council meeting, is that correct? Mr. Schmidt responded 'yes' to all questions.

Mayor Stieber opened the public hearing at 7:20 p.m.

The City Planner, Maria Lancto, stated that GEP Investments, Inc. has submitted an application for a site plan for a lot currently utilizing a 79,200 square foot trailer manufacturing facility. A 6,000 square foot storage building and associated parking are also shown on the site plan. There are no proposed changes to the land use of Lot 2, however the amended plat that was concurrently submitted would impact the lot lines and utility easements, requiring a new site plan. The amended plat has been reviewed administratively and conditionally approved by staff. The property is surrounded by industrial zoning. All notification requirements have been met including postings and notifications to surrounding property owners.

The Property is located within the 'I-1' Light Industrial Zone District. Auto, truck, boat, trailer and farm equipment sales, services and repairs, is permitted in the 'I-1' Light Industrial Zone District. In addition, manufacturing, fabrication, processing, distribution or assembly facilities are a use by right in the 'I-1' Light Industrial Zone District; provided that all external effects are limited per the Code. Finally, the Fort Lupton Comprehensive Plan designates this area for industrial land uses. This designation allows for a mix of heavy and light industrial users as well as office development. The existing use of the property was approved through a previous site plan.

Mr. Schmidt stated that the lot will continue as in the past and there are no changes.

Mayor Stieber read the following advisement to Mr. Schmidt: Have you had a full and fair opportunity to present all facts, submittals, documents, testimony and presentations in support of

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 20, 2021

the Applicant's application before the City Council tonight? Mr. Schmidt responded 'yes'. Has there been anything that you or the Applicant would have liked to have presented in support of Applicant's application that you feel you were prevented from doing so? Mr. Schmidt responded 'no'.

Mayor Stieber asked if anyone from the public would like to speak for or against the proposal; hearing none, Mayor Stieber closed the public hearing at 7:22 p.m.

It was moved by Bruce Fitzgerald and seconded by Michael Sanchez to approve Resolution 2021R028 A RESOLUTION APPROVING THE TRANSWEST TRUCK AND TRAILER PHASE 3 LOT 2 SITE PLAN AT 13517 COUNTY ROAD 8. Motion passed unanimously on roll call vote.

AM 2021-063 Approve the Addition of a Fee for the Waste Water Treatment Plant to Pay the Future Debt Service Required by CDPHE for Reg 85. Fee to be Added to the April 30, 2021 Utility Bill

Mayor Stieber opened the public hearing at 7:24 p.m. The Finance Director, Leann Perino, stated that this was the second required public hearing. The Colorado Department of Public Health and Environment (CDPHE) was tasked by the Environmental Protection Agency with enforcing regulations limiting the amount of phosphates and nitrogen put into rivers by waste water treatment plants in Colorado. The costs of upgrades and alternatives will require the City to take out debt in the form of a loan or bond issue. The new fee will pay the annual debt service payment. The request for the initial fee in 2021 is as follows:

<u>Residential</u>	<u>Per Month</u>
Single Family Home	\$ 20.00
Multi-Family (per unit)	20.00
6" Tap	4,360.00
<u>Commercial</u>	
3/4 "	\$ 40.00
1"	96.00
1.5"	220.00
2"	400.00
3"	860.00
4"	1,660.00

Mayor Stieber asked if anyone from the public would like to speak for or against the proposal; hearing none, Mayor Stieber closed the public hearing at 7:25 p.m.

It was moved by Chris Ceretto and seconded by David Crespino to approve Resolution 2021R029 A RESOLUTION OF THE UTILITY ENTERPRISE BOARD ADDING A WASTE WATER TREATMENT DEBT SERVICE FEE. Motion passed unanimously on roll call vote.

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 20, 2021

ACTION AGENDA

AM 2021-066 Approve a Direction for WWTP Upgrade or Regionalize with the Metro Waste Water Reclamation District.

The City obtained a renewal of the Colorado Water Quality Control Act discharge permit for the Wastewater Treatment Plant in 2018. A condition of the renewal was a Compliance Schedule to meet Total Inorganic Nitrogen (TIN) and Total Phosphorus (TP) discharge limits. The compliance schedule requires completion of construction and compliance with discharge limits by January 31, 2023.

Staff has researched options that included the possibility of joining the Metro Wastewater District, “Metro”.

WWTP UPGRADE		METRO DISTRICT
Initial Cost	\$ 38 M - \$ 42 M	\$ 39 M - \$ 45 M
20-Yr System Cost	\$ 90 M	\$ 82 M
O&M Cost	\$ 1,057,653.00 (2021 Budget)	\$ 1,315,900.00 (est)
Pros	Known project timeline	Regulation risk transfer to METRO
	City Control of WWTP services	Economy of scale
	\$1,500,000 already spent for Design engineering and permits	Pretreatment program
Cons	Unknown future regulation upgrades	Will require extension of compliance schedule with CDPHE
	Future upgrades and ongoing Maintenance	ROW Acquisition challenges for pipeline easement
		Maintenance / Risk Exposure 8-mile Pipeline
		Water Court required for discharge location

Mayor Stieber asked if anyone from the public wished to speak.

Don Summers, General Manager for Todd Creek Village Metropolitan District, stated that Todd Creek has an existing Intergovernmental Agreement with Fort Lupton. Mr. Summers indicated that Todd Creek is committed to the relationship with Fort Lupton and will be committed to the

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 20, 2021

Council's decision. Todd Creek has also completed its analysis of moving toward the expansion of the treatment plant or moving to Metro. His analysis included route, pricing, and construction of lift stations. Mr. Summers stated that Metro would service the citizens in the long term while the State and EPA are pushing for regionalization. If city keeps the treatment plan, Todd creek is committed, and will keep the cost lower than Metro. Overall, Fort Lupton can reduce costs by working with Todd Creek and assets of both entities, from the City and Todd Creek, can be utilized to plan to meet deadlines of the requirements needed. Todd creek prefers Metro Wastewater for relative safety.

Ron Schyler, resident of Fort Lupton and retired engineer, stated that he has had the opportunity to review issues. The current facility is great but could use the upgrades. Mr. Schyler doesn't feel comfortable with the costs associated with Metro. Since the treatment plant belongs to the City, it's the City's responsibility to maintain the plant. If the City moves to Metro, the City will have limited say due to the City's size, however the maintenance responsibility is with Metro. Timing is important. The upgrade project of the plant can start soon, however if the City goes with Metro, it may take longer. This is a political decision. Mr. Schyler indicated that the engineering report calculations of water treatment of water shouldn't be there. The numbers don't make sense and he asked the City to review the numbers. Mr. Schyler thanked the Council and wished he had a definitive answer for them.

Mayor Stieber asked Mr. Schyler to provide an overview of his determination for analyzing the BOD "Biological oxygen demand" load. Mr. Schyler stated that there is a high BOD load at treatment plant. Typically, there is .2 lbs of BOD per person per day. Table 8 in the engineering report by Burns and McDonnell indicated the average of .44 lbs of BOD per person per day. Mr. Schyler suggested the City do a composite sampler by setting it up on a time or flow basis so the City can take a sample at certain times. The City can analyze by starting at the treatment plant then going to the first Y to find out where there is more load, and then go to the next Y in the spot where the BOD is coming from. It's highly unlikely the BOD is coming from all over; the focus should be on where the load is coming from.

Chris Cross presented Pros and Cons for both the WWTP Upgrade vs. Metro. The Pros for the WWTP Upgrade were as follows: known project timeline, City control of WWTP services, and \$1,500,000 already spent for design engineering and permits. The Pros for Metro were as follows: regulation risk transfer to Metro, economy of scale, and pretreatment program. Cons listed for the WWTP Upgrade included: unknown future regulation upgrades, future upgrades, and ongoing maintenance. The Cons for Metro were: extension required for compliance schedule with CDPHE, right of way acquisition challenges for pipeline easement, maintenance/risk exposure of an 8-mile pipeline, and water court acquired discharge location.

Mayor Stieber stated that this is a tough decision with regulations 31-39 coming forth as well. We must look towards the future.

Tommy Holton stated that the State can't measure regulation 31. Mr. Holton stated he'd rather base his decision on probabilities and he doesn't know what politics is going to do. If regulation 31 can't be measured, then why is the City preparing for it? Regulation 31 hasn't been mandated by the State.

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 20, 2021

Chris Ceretto stated that he doesn't know that in 50 years, if the correct decision will be made today.

Bruce Fitzgerald stated that Metro has 22 participants.

Brandy DeLange, Government Affairs Liaison with Metro Wastewater, stated that Metro has about a 25-person board and that the City's level of participation is important.

Ms. DeLange was asked how many customers don't have a board seat. Ms. DeLange stated that special connectors are through contracts. The number of board members are based on population of 75,000. The City will have 1 board representation due to its population. The population is evaluated every four (4) years. Mr. DeLange also stated that Metro services over 60 local governments.

Lastly, Ms. DeLange explained that special connectors don't have board members, only municipal connectors.

Mary Perrina, participating through the GoToWebinar chat, asked what happens when land owners won't sell city easement. Will eminent domain be used, and what is the cost of an easement?

Mayor Stieber stated that the City is discussing easements with Weld County. The County already has easements and the City would like to work in partnership with them in order to not be required to obtain easements. The City is hoping to have more discussions on this topic.

The Public Works Director, Roy Vestal stated that the easement cost is based on surveying square footage cost and dependent on zoning. Estimates included an assumption ½ mile by 20 feet wide with \$4 per square foot.

Brandy DeLange stated that the City of Brighton was the was the last city to join Metro.

Ron Schyler stated that he liked the idea of keeping the plant.

Don Summers explained that Todd creek is used to eminent domain issues and has had to build a lot of new pipeline. He referenced this before and made it more vague this time.

Discussion occurred between the Council and the City Attorney regarding the motion and at what point the City may withdrawal from contractual obligations to Metro.

Brandy DeLange indicated that the City would have the ability to stop moving forward or prior to signing on the dotted line, up until the point of infrastructure.

Mike Sanchez made a motion to provide direction to staff to negotiate with Metro as an option for the wastewater treatment program. The motion was seconded by Bruce Fitzgerald. Motion passed with 5 'yes' votes and 2 'no' votes from Tommy Holton and Chris Ceretto.

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 20, 2021

POINT OF PRIVILEGE

Mayor Stieber stated I received and reviewed a legal memo from the city attorney and based on the memo I would like to reconsider that matter. Therefore, I would entertain a motion to reconsider Resolution 2021R026 a Resolution approving the United Fulton Augmentation Station and Pipeline project Special Use Permit. It was moved by Chris Ceretto and seconded by Bruce Fitzgerald to reconsider Resolution 2021R026 A RESOLUTION APPROVING THE UNITED FULTON AUGMENTATION STATION AND PIPELINE PROJECT SPECIAL USE PERMIT Motion passed with David Crespino abstaining to the motion since he was absent the day of the hearing for the United Fulton Augmentation Station and Pipeline Project Special Use Permit hearing.

Mayor Stieber stated that based on the fact that the public hearing was closed after ample testimony from the applicant and public there will be no additional presentation or comments. Mayor Stieber asked for a motion to approve 2021R026 A RESOLUTION APPROVING THE UNITED FULTON AUGMENTATION STATION AND PIPELINE PROJECT SPECIAL USE PERMIT. It was moved by Tommy Holton and seconded by Bruce Fitzgerald to approve Resolution 2021R026 A RESOLUTION APPROVING THE UNITED FULTON AUGMENTATION STATION AND PIPELINE PROJECT SPECIAL USE PERMIT.

STAFF

Chris Cross thanked staff for their work on the wastewater treatment plant. He also stated that due to a pre-annexation agreement with Lupton Meadows, he is drafting a letter for first right of refusal due to price for water.

Glenda McCarroll stated that her and Jon Mays met with Steve Ngyuen and staff from Clear Water Solutions to fill out a risk assessment questionnaire on physical and cyber security. Clear Water Solutions is on schedule to meet the June 30th deadline.

MAYOR/COUNCIL REPORTS

There were no reports from the Mayor or Council.

FUTURE CITY EVENTS

Month of April	Citywide Clean Up Days - Voucher Program
April 22, 2021	Shredding Day, City Hall, 130 S. McKinley Ave., 8 a.m. – 10 a.m.
April 22, 2021	Clean Up Day for Seniors
April 20, 2021	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
April 20, 2021**

April 27, 2021 Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
May 1, 2021 Cinco de Mayo 5K, Railroad Park, 10 a.m.
May 4, 2021 City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.

EXECUTIVE SESSION

There was no Executive Session.

ADJOURNMENT

Mayor Stieber adjourned the meeting at 8:12 p.m.

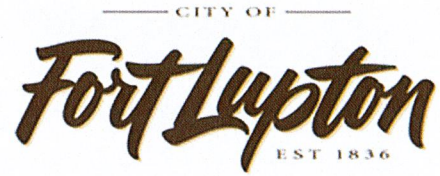
Respectfully Submitted,

Maricela Peña, City Clerk

Approved by City Council

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 2021-067

**APPROVE AGREEMENT TO CONTINUE WORKING WITH
EMPLOYMENT SERVICES OF WELD COUNTY EMPLOYMENT AND TRAINING PROGRAM**

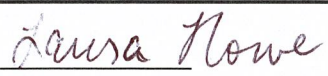
I. **Agenda Date:** Council Meeting – May 4, 2021

II. **Attachments:** a. Employment Services of Weld County Work-Based Learning
Program Worksite Non-Financial Agreement

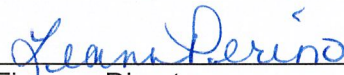
III. **Summary Statement:**

*Consider the approval of the Non-Financial Agreement to continue working with Employment
Services of Weld County Employment and Training Program.*

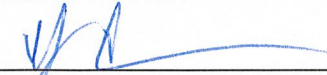
IV. **Submitted by:**

Laura Howe 
Laura Howe, HR 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:

From the Weld County website:

Employment Services of Weld County is a comprehensive workforce center which connects resources for employment, education, and training services. Employment Services of Weld County offers these services at the local, state, and national level.

Youth employment and training programs provide various opportunities for education, training, and work-based learning through several activities, services, and programs which can assist youth with job readiness and prepare youth for the workforce.

Fort Lupton has worked with Weld County for many years, providing training to youth in particular. Some trainees who have gone through this program have been hired by the City.

The program provides training for these individuals and some extra resources for the City. It is not meant to replace paid workers. The City has utilized these trainees in the Buildings and Grounds Department. Several departments are considering providing these youth training opportunities in 2021.

The City last executed an agreement with Weld County in 2019. This agreement is identical to the previous agreement. An executed agreement is required to continue with this program.

X. Legal/Political Considerations:

The agreement was reviewed by the City Attorney in the past.

Fort Lupton is one of the largest employers in southern Weld County. Providing training and potential employment to displaced workers and youth benefits the entire community.

XI. Alternatives/Options:

The City could discontinue the program and choose not to participate. Please note that execution of the agreement does not obligate the City to utilize any trainees, it simply allows for it.

XII. Financial Considerations:

There is no hard cost associated with participating in this program, however, there is a cost associated with the time required of supervisors and other staff to train program participants, as well as administrative staff time.

XIII. Staff Recommendation:

Staff recommends Council approve of the Employment Services of Weld County Work-Based Learning Program Worksite Non-Financial Agreement.

Employment Services of Weld County
Work-Based Learning Program
Worksite Non-Financial Agreement

Agency Name _____

This Agreement is made this _____ day of _____, 20____ by and between the Weld County Department of Human Services, Employment Services of Weld County, hereinafter referred to as Employment Services, and the public, private or non-profit agency entering into this Agreement by signature, hereinafter referred to as Agency.

WITNESSETH

WHEREAS, Employment Services conducts Work-Based Learning Programs for eligible applicants; and

WHEREAS, Employment Services provides activities for the eligible applicants under Work-Based Learning Programs, that can be defined as employment; and

WHEREAS, the Agency desires to participate with Employment Services in Work-Based Learning Programs as a worksite facility for the participants; and

WHEREAS, the Agency and Employment Services desire to work together for the express purpose of providing work experience/internship for the participant.

NOW THEREFORE, in consideration of the implementation of these goals, the parties hereby agree to the following:

A. Agency Responsibilities:

1. Provide and maintain a productive worksite and the appropriate time for work experience/internship participants so the employee may develop positive work habits and gain work experience.
2. Furnish all equipment and materials as deemed reasonably necessary by the Agency and Employment Services to ensure the continuing accomplishment of the program objectives.
3. Provide liability insurance coverage on the employee. Anyone who is on a special work program is assigned to work under a company's name and, therefore, must be covered under the company's liability insurance policy.
4. Accept only the number of employees who can be utilized productively.
5. The Agency will be in accordance with Workforce Innovation Opportunity Act, 29 USC 3241, also known as WIOA Section 181, including:
 - a. Prohibited from displacement of current full-time or part-time employees with employees under the Work-Based Learning Programs.
 - b. Equal working conditions, prohibition on use of funds after relocation, collective bargaining.

6. Provide competent supervision, including adequate training, when the job requires the use of equipment and/or procedures which are unfamiliar to the employee.
7. Abide by all pertinent Department of Labor Laws (Occupational Health and Safety [OSHA], Davis Bacon Act, Child Labor Laws, etc.) The Agency agrees to contact the Program Manager of Work-Based Learning Programs if any questions arise concerning specific tools or the Child Labor Laws. Report attendance days and hours which the employee has worked during the pay period on the timesheets provided by the Case Manager. Completed and signed timesheets must be provided to Employment Services on the last working day of the pay period.
8. The Agency agrees to maintain and make available copies of timesheets, payroll, 1-9 and other required documentation to Employment Services and/or State staff. Grant the employee time off, for those hours deemed necessary and appropriate by Employment Services, for labor market information activities, monitoring activities, testing, counseling, etc.
9. Treat all employees in the same manner as other employees of the Agency, relative to such issues as safety and job performance; not including benefits.
10. Immediately contact the Case Manager regarding any difficulties the Agency may have concerning the employee's performance, absence or tardiness, etc.
11. Follow the process outlined regarding Worker's Compensation:
 - a. If an injury (regardless of how minor) occurs during work hours, the employee must report his/her injury to the Agency the day that it occurs. The Agency should immediately contact the Case Manager or the Program Manager if the Case Manager is not available.
 - b. If the injury occurs after regular business hours of Employment Services the participant should be instructed to go to Urgent Care and identify themselves as a Weld County Employee and ask that all paperwork be directed to Michelle Raimer at Human Resources PO BOX 758, Greeley, CO 80632, 970-400-4233, mraimer@co.weld.co.us. The worksite supervisor should still call and leave a message for the Case Manager as well as sending an email to Michelle Raimer with the details of the accident.
 - c. The Case Manager shall inform the Agency of the specific procedures to follow. [f the employee refuses medical attention, he/she needs to state in writing that he/she declined medical attention. The employee needs to sign and date this statement and give it to the Case Manager.
 - d. The Agency agrees to participate with Employment Services on further investigative report procedures concerning a Worker's Compensation Claim.
12. Assure that all the Agency's worksites will abide by written policies.

13. Not to substitute or allow the employee to make-up time missed from work. The Agency agrees to report to Employment Services any changes in work hours, worksite, supervisor, etc.
14. Participate in any follow-up, monitoring, and evaluation procedures conducted or endorsed by Employment Services.
15. Inform Employment Services when any worksite supervisor plans to be on vacation, sick leave, etc., and outline the alternative arrangements for supervision of the employee.
16. Not to do any of the following:
 - Promote or deter union organizing
 - Charge fees to the participant under this Agreement
 - Involve the participant in sectarian activities
 - Involve the participant in lobbying activities
 - Accept any kickbacks
 - Have any conflict of interest under this Agreement, including nepotism
 - Violate maintenance of effort
17. The worksite may be subject to monitoring by both state and local representatives, as well as regular visits by case management staff to check on the progress of the work experience/internship participant.

B. Employment Services Responsibilities:

1. Provide the Agency with an orientation session outlining the specific procedures and policies the Agency will need to follow as a worksite.
2. Provide the Agency with a copy of the general Agreement, provided to the employees. This document must be signed by the supervisor and the employee the day the employee starts to work.
3. Refer, if available, the agreed upon number of employees to the agency for work experience.
4. Pay the employee for the hours of work completed by the employee, not to exceed 40 hours per week.
5. Provide Worker's Compensation coverage for all employees who are participating in the work experience training activity of the Work-Based Learning Program.
6. Disburse all checks to the employee.
7. Dismiss, for cause, those employees who: are not participating in the job duties outlined by the Agency in the Agreement, which is signed by the employee; fail to show or call in if late or take an unauthorized day of leave, according to the procedures outlined in the Agreement.
8. Monitor attendance in conjunction with the Agency.

9. Assist the Agency, upon the Agency's request, in resolving any possible disputes with the employee.
10. Provide labor market information and other class-type activities for the employee.

C. Assurances:

1. The Agency agrees that it is an independent contractor and that its officers and employees do not become employees of Weld County, and therefore are not entitled to any employee benefits as Weld County employees because of the execution of this Agreement.
2. This Agreement does not constitute a "partnership" to the extent that term in anyway encompasses joint liability. Each party to the Agreement is responsible for its own employees, representatives, agents and subcontractors. Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of sovereign immunity. This covenant shall survive the termination of the agreement.
3. The Agency understands that monitoring and evaluation of the performance of this Agreement shall be conducted by Employment Services and the results provided to the Weld County Workforce Development Board and the Board of County Commissioners of Weld County.
4. The Agency assures that it will not discriminate against any work experience/internship participant because of race, color, religion, sex, or national origin. The participant will not be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this approved Agreement.

D. Modification:

This Agreement may be modified at any time by a written amendment signed by both parties.

E. Termination:

This Agreement may be terminated at any time by either party giving 30 days written notice.

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

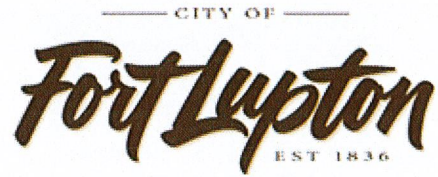
Weld County Department of Human Services
Employment Services of Weld County

Agency _____

Employment Services Signature

Agency Representative Signature

**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 2021-068

APPROVING A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AUTHORIZING THE SUBMITTAL OF A REVITALIZING MAIN STREETS GRANT APPLICATION WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE DENVER AVENUE STREETScape IMPROVEMENTS PROJECT

I. **Agenda Date:** Council Meeting – May 4, 2021

II. **Attachments:**

- a. Proposed Resolution
- b. CDOT Grant Application & Information
- c. Council Resolution No. 2019R026

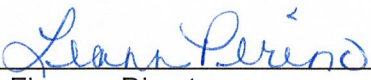
III. **Summary Statement:**

The Fort Lupton Urban Renewal Authority has budgeted funding for streetscape improvements to include a bike lane along 4th Street and bump outs at the intersections of 3rd Street and 4th Street and Denver Avenue (Business 85). Eligible applicants for this grant include local governments, CDOT, RTD, and other governmental agencies. This request is for the City to submit this grant application on behalf of FLURA, with the understanding that FLURA will be fully funding the grant match amount. The total project cost estimate is \$426,047.00, and a match of at least 20% is recommended. FLURA intends to match 20% (approximately \$85,209.40), and to request an award of approximately \$340,837.60.

IV. **Submitted by:**

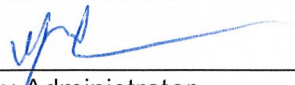
Planner

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 Fort Lupton Urban Renewal Authority has budgeted funding for streetscape improvements to include a bike lane along 4th Street and bump outs at the intersections of 3rd Street and 4th Street and Denver Avenue (Business 85). Eligible applicants for this grant include local governments, CDOT, RTD, and other governmental agencies. This request is for the City to submit this grant application on behalf of FLURA, with the understanding that FLURA will be fully funding the grant match amount. The total project cost estimate is \$426,047.00, and a match of at least 20% is recommended. FLURA intends to match 20% (approximately \$85,209.40), and to request an award of approximately \$340,837.60.

X. Legal/Political Considerations:

In 2019, FLURA adopted the Fort Lupton Commercial Corridor Streetscape Plan, and this project is one phase of that Plan. In 2019, the Fort Lupton City Council also passed Resolution No. 2019R026 supporting the Plan, and found that the Plan will assist in implementing several key recommendation identified in the Comp Plan. Council further found that it is in the interests of the community that Denver Avenue provide infrastructure that better ensures the safety of pedestrians, bicyclists, and other alternative methods, and allow for ADA access. Submitting this grant application will allow FLURA and the City to carry forward the goals of the Plan.

XI. Alternatives/Options:

- *Proceed with a formal resolution authorizing the City to submit the CDOT grant application submission.*
- *Do not proceed with a formal resolution authorizing the City to submit the CDOT grant application submission.*

XII. Financial Considerations:

FLURA will be contributing the matching 20% funds, a portion of which will include the \$50,000 contribution the City provided to FLURA for work on the Streetscape Plan.

XIII. Staff Recommendation:

Staff recommends approval of this resolution formally authorizing staff to apply for the aforementioned CDOT grant.

RESOLUTION NO. 2021Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AUTHORIZING THE SUBMITTAL OF A REVITALIZING MAIN STREETS GRANT APPLICATION WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE DENVER AVENUE STREETSCAPE IMPROVEMENTS PROJECT

WHEREAS, there is a grant opportunity being offered by the Colorado Department of Transportation known as the Revitalizing Main Streets Grant; and

WHEREAS, the Fort Lupton Urban Renewal Authority has budgeted for certain improvements on Denver Avenue, including bump outs and ADA ramps at the intersections of 3rd Street and 4th Street, as well as a bike lane along 4th Street (the “Project”); and

WHEREAS, these improvements are a phase of the greater Fort Lupton Commercial Corridor Streetscape Plan, which was adopted by FLURA in 2019, and a resolution in support of the Plan (Resolution No. 2019R026) was passed by the Fort Lupton City Council; and

WHEREAS, FLURA requests that the Fort Lupton City Council authorize the Application for the Revitalizing Main Streets Grant be submitted with the City as the applicant;

WHEREAS, FLURA will implement the Project and fully fund the recommended twenty percent monetary match amount for the Project; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby authorizes the City of Fort Lupton submit the Application for the Revitalizing Main Streets Grant on behalf of the Fort Lupton Urban Renewal Authority.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 4th DAY OF MAY, 2021.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Revitalizing Main Streets

FY 2021 Projects

Opportunity 1: Larger Safety Infrastructure Grant

Application Form

OVERVIEW

The Revitalizing Main Streets: Safety Infrastructure Grant was released on March 19, 2021. Review the application and submit questions for the Pre-Application Workshop on April 6, 2021 (more information below). **Applications can then be submitted beginning Wednesday April 7, 2021 and are due Friday May 14, 2021.** Please submit your application to cdotmainstreets@state.co.us.

- If needed, data is available to help the sponsor fill out the application, *especially Part 3*, and can be found on the Program Website [here](#).
- The application must be affirmed by either the applicant's City or County Manager or Chief Elected Official (Mayor or County Commission Chair) for local governments, or agency director or equivalent for other applicants.
- Further details on project eligibility, evaluation criteria, and selection process are defined on <https://www.codot.gov/programs/revitalizingmainstreets>.
- Each jurisdiction is only able to submit one project for consideration. The committee values collaboration and will consider the proximity of overlapping jurisdictions.
- Projects requiring local concurrence must provide an official response with this application submission. Please reach out to them as soon as possible.
- With technical questions, please reach out to Nathan Lindquist, CDOT Land Use Planner and Analyst at nathan.lindquist@state.co.us.

APPLICATION OUTLINE

Part 1 | Project Information

Applicants will enter basic information for their *project/plan* (hereafter referred to as *project*) in Part 1, including a Problem Statement, project description, and concurrence documentation from CDOT (Request Form) and/or a local agency, if applicable. Part 1 will not be scored.

Part 2 | Evaluation Criteria, Questions and Scoring

This part includes sections for the applicant to provide qualitative and quantitative responses to use for scoring projects. To learn more about how projects will be scored, please see the eligibility rules and selection process document.

Part 3 | Project Data - Calculations and Estimates

Based on the applicant's project elements, applicants will complete the appropriate sections to estimate benefit values. Part 3 will be combined with CDOT Safety analysis, and the quantitative responses should be used to back-up the applicant's qualitative narrative.

Part 1		Project Information	
1. Project Title			
2. Project Type			
3. Project <i>Start/End</i> points or Geographic Area <i>Provide a map with submittal that includes the project location.</i>			
4. Project Applicant			
5. Project Contact Person, Title, Phone Number, and Email			
6. Does this project touch CDOT Right-of-Way or involve a CDOT roadway?		☐ Yes ☐ No <i>If yes, provide a Request for CDOT Concurrence Form with submittal (please use prepared form linked online)</i>	
7. What planning document(s) identifies the need for this plan or project?	<i>Provide link to document/s and referenced page number</i>		
8. Project Overview (concise abstract limited to 5,000 characters)			
9. Project Description. Describe your project and what it is going to do. Do not include background information or justification language. Please only include details specific to the work that will occur as part of this project. (limited to 15,000 characters)			

10. Define the scope and specific elements of the project. Each task should start with a title and follow with a description. Task 1: Task 2: Task 3: Task 4: Task 5:	
11. Is the project scalable, and/or do project components have independent utility? Accordingly, would a smaller amount than requested be acceptable, while maintaining the original intent of the project?	☐ Yes ☐ No
<i>If yes, define smaller meaningful limits, size, or scopes, along with the cost for each, if the project is scalable.</i>	
12. Please confirm you have completed and attached the CDOT Risk Assessment Form. ☐ Yes, I have completed and attached the CDOT Risk Assessment Form	

A. Project Financial Information and Funding Request

1. Total Project Cost		\$
2. Total amount of funding request (State Funds) <i>No match is required on projects without Federal funds. Projects with a match of 20% or higher will be scored higher. See more scoring criteria details in the eligibility rules and selection document.</i>	\$	% of total project cost
3. Outside Funding Partners List each funding partner/source and contribution amount.	\$\$ Contribution Amount	% of Contribution to Overall Total Project Cost
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Total amount of funding provided by other funding partners (private, local, state, regional or federal)	\$	

		FY 2021	FY 2022	FY 2023	Total
Federal Funds		\$	\$	\$	\$
State Funds*		\$	\$	\$	\$
Local Funds		\$	\$	\$	\$
Total Funding		\$	\$	\$	\$

*This grant program is providing State Funds through SB 110.

4. By checking this box, the applicant's Chief Elected Official (Mayor or County Commission Chair) or City/County Manager for local governments or Agency Director or equivalent for others, has certified it allows this project request to be submitted for funding and will follow all DRCOG policies and state and federal regulations when completing this project, if funded.

☐

Part 2 Evaluation Criteria, Questions, and Scoring

A. Safety, Active Transportation, and Construction Readiness

Provide **qualitative and quantitative** (derived from Part 3 of the application) responses to the following questions on the significance of the proposed project.

1. Why is this project important?
2. How specifically does the project improve safety for vehicles, pedestrians, bikes, access or multimodal transportation? Provide specific [FHWA](#) and/or [STEP countermeasures](#) that are being included in this project.
3. Describe the crash history at the project location.
4. Provide a description/illustration of existing safety concerns.
5. Provide a description/illustration of the proposed improvement and the extent to which it addresses the crash problem.

6. Identify any aspects of the project that would involve new technologies or innovative methods for improving safety and user experience.
7. Describe whether and how the project serves as part of a designated Main Street district.
8. Describe how the project will expand access to active transportation options for residents of all ages, incomes and abilities, especially highlight improvements to new and/or safer access to biking, walking and/or transit.
9. Provide a project schedule including all important milestones. When is the anticipated completion date for this project?
10. Describe any environmental clearance work that has been completed to date.
11. Do you anticipate the construction to be led by CDOT or your agency? Note that CDOT reserves the right to lead any awarded project located on a state highway.
12. Describe any proposed changes to maintenance or ownership of any assets or facilities after construction, if applicable.

B. Funding Need, Diversity of Funding, and Economic Revitalization Benefits

Provide **qualitative and quantitative** (derived from Part 3 of the application) responses to the following questions on the level of support, readiness and matching funds for the project.

1. Is this already included in the City/County Capital budget? If yes, please provide an explanation for why this grant is needed to fund a budgeted project.
2. Has the applicant received/been awarded grant funds from CDOT in the past year (excluding CARES Act funding and other Federal pass-through dollars)? If yes, please list funds and amounts below.
3. What is your jurisdiction's local Average Median Income (AMI) using [the most recent Census data](#)?
4. How will the project benefit vulnerable users or populations? Please note whether or not the project is located in a designated Environmental Justice area.

c. Public Support and Local Match

Provide ***qualitative and quantitative*** (derived from Part 3 of the application) responses to the following questions on the level of support, readiness and matching funds for the project.

1. Does the proposed project cross and/or benefit multiple **municipalities**? If yes, which ones and how? Please provide displays of public and stakeholder support including public survey results and/or letters indicating support.
2. What is/are the source(s) and status of local matching funds? Will the project include the devolution of any State highways?

Part 3**Project Data - Calculations + Estimates***(Complete all subsections applicable to the project)***A. Transit Use (if applicable)**

Current weekday ridership (boardings)

	Within 1/4 mile	Within 1/2 mile	Within 1 mile
Population			
Employment			

Transit Use Calculations	Most Recent Year	After Completion
1. Enter estimated daily transit boardings <i>Provide supporting documentation as part of application submittal</i>		
2. Number of one-way SOV trips		
3. If values would be distinctly greater for weekends, describe the magnitude of difference:		
4. If different values other than the suggested are used, please explain here:		

B. Bicycle Use (if applicable)

Current number of weekday bicyclists	
--------------------------------------	--

	Within 1/4 mile	Within 1/2 mile	Within 1 mile
Population			
Employment			

Bicycle Use Calculations	Most Recent Year	After Completion
3. Enter estimated weekday one-way bicycle trips on the facility.		
4. Number of SOV trips (#5 - #6)		
5. If values would be distinctly greater for weekends, describe the magnitude of difference:		
6. If different values other than the suggested are used, please explain here:		

c. Pedestrian Use (if applicable)

Current weekday pedestrians (include users of all non-pedaled devices)

	Within 1/4 mile	Within 1/2 mile	Within 1 mile
Population			
Employment			

Pedestrian Use Calculations	Most Recent Year	After Completion
3. Enter estimated additional weekday pedestrian one-way trips on the facility		
4. Number of SOV trips		
6. If values would be distinctly greater for weekends, describe the magnitude of difference:		
7. If different values other than the suggested are used, please explain here:		

D. Provide Traffic Counts from each Direction

	Direction	Traffic Count	

E. Vulnerable Populations

Use Most Current Census Data	Vulnerable Populations	Population within 1 mile	Percent of total population within 1 mile
	Persons over age 65		
	Minority persons		
	Low-Income households		
	Linguistically-challenged persons		
	Individuals with disabilities		
	Households without a motor vehicle		
	Children ages 6-17		
	Health service facilities served by project		
	Health service facilities served by project		

F. Traffic Crash Reduction

1. Provide the current number of crashes involving motor vehicles, including vehicle collisions with pedestrians and/or bicycles as well. Do not include bicycle/bicycle or bicycle/pedestrian collisions. <i>(Use most recent 5-year period of data.)</i>		Please consider the estimated reduction in each of these crashes, but leave Part F.2 blank. A CDOT evaluator will calculate the reductions.
Fatal crashes		
Serious Injury crashes		
Other Injury crashes		
Property Damage Only crashes		
2. Estimated reduction in crashes <u>applicable to the project scope:</u> (These calculations will be completed by CDOT.)		
Fatal crashes reduced		
Serious Injury crashes reduced		
Other Injury crashes reduced		
Property Damage Only crashes reduced		

G. Facility Condition

Applicants must use a current industry-accepted pavement condition method or system and calculate the average condition across all sections of pavement being replaced or modified. Applicants will rate as: Excellent, Good, Fair, or Poor

Bicycle/Pedestrian/Other Facility

1. Current bicycle/pedestrian/other facility condition	
2. Describe current condition issues and how the project will address them:	
3. Average Daily User Volume	

Revitalizing Main Streets

FY 2021 Projects

Opportunity 1: Larger Safety Infrastructure Grant

Eligibility Rules and Selection Process

Program Purpose

The Revitalizing Main Streets: Safety Infrastructure Grant was developed by the Colorado Department of Transportation (CDOT) to support infrastructure projects that improve safety and transform urban spaces, especially for vulnerable users. The Initiative is focused on busy arterials and Main Street districts across the state by seeking to support practical, simple and cost efficient projects. Importantly, this Initiative also recognizes that we are entering a new normal as the state adapts to changing travel patterns caused by COVID-19.

Additionally, CDOT is pleased to offer communities limited technical assistance to select the best safety measures and design features for their projects.

Funding background

- Funding for this program was initiated by Governor Polis as part of the [Build Back Stronger](#) proposal and funded by the state legislature through SB 110.
- No federal dollars are included in this program.
- \$22,000,000 available for projects located anywhere in Colorado.¹
- In making funding awards, regional equity will be considered to ensure fair distribution across the state.

Program Safety Goals and Economic Recovery Benefits

Transform Streets and Street Spaces to:

- Reduce fatal and serious injury crashes on the transportation system, particularly among bicyclists and pedestrians;
- Support a transportation system that safely accommodates all modes of travel;
- Improve transit access and bike and pedestrian safety and mobility;
- Support the development of connected urban/employment centers and multimodal corridors;
- Provide safe access to opportunity and mobility for residents of all ages, incomes and abilities, including vulnerable users;
- Help communities adjust to the “new normal” travel patterns caused by COVID-19; and
- Deliver practical, simple projects that help stimulate the economy and provide immediate business and employment opportunities in the construction industry.

¹ An additional funding amount of \$1.3M is only available in the DRCOG region. These are remaining funds from the original DRCOG/CDOT Safer Main Streets Program focused on the metro area.

Applicant Eligibility Requirements

- Eligible applicants include local governments, CDOT, RTD, and other governmental agencies. Nonprofits and transportation management associations/organizations (TMA/Os) are not eligible applicants for projects but may partner with a governmental agency. Private, for-profit companies (e.g., contractors, suppliers, or consultants) are not eligible.
- Local Match will be a consideration in scoring, but is not required. In-kind match via staff time or other contribution is allowed.

Eligible Project Locations

- This grant program is open to projects on state highway facilities and those that are “off-system”/owned by local governments. The primary focus is on roads that meet the program evaluation criteria as outlined later in this document. However, projects on state highways must include a Request for CDOT Concurrence Form with the application (linked under Additional Resources online).

Eligible project types

Applicants must consider the program goals in developing project concepts. Project and Project component examples:

- Bicycle and pedestrian facilities, including sidewalks, crossings, pedestrian amenities, and protected bicycle facilities;
- Pedestrian safety enhancements such as pedestrian-actuated crossings, Rectangular Rapid Flashing Beacon, intersection crosswalk improvements, curb extensions, obstruction elimination, etc;
- Traffic calming, complete street improvements, speed reduction measures;
- Systemic problems where you may address some intersections with crash histories and provide upgrades for other similar intersections on the corridor. For example, signal upgrades for an entire corridor instead of only those with a crash pattern;
- Projects with innovative concepts or those that utilize technology to address overall program goals;
- Pedestrian-scale lighting and other street lighting enhancements;
- Improved access to transit stops;
- Raised medians and signal improvements;
- Transit amenities: access enhancements such as bus queue jump lanes and bus pad; and
- Limited public art features where such features are not the primary purpose of the application but included to enhance safety and encourage multimodal choices (not to exceed \$5,000).

Ineligible projects

Roadway through lane capacity projects greater than 1 mile are not eligible under the Revitalizing Main Streets Initiative. Please reach out to

Nathan.Lindquist@state.co.us if there are questions about eligibility.

Funding Requirements

All eligible and funded projects must be able to complete all activities and submit all billings by no later than June 1, 2024. Projects able to be completed sooner than June 2024 will be scored higher due to the more immediate impact on Colorado's economy. See Evaluation Criteria below for more details.

Each project is allowed to request up to \$2,000,000 from the program, excluding match. Smaller funded and cost efficient projects which can be delivered swiftly for public and economic benefit are strongly encouraged.

A local match goal of at least 20% of the total project cost is encouraged (total state share equals 80%). Projects that include less than a 20% match should explain why they cannot provide the full 20% local match. Projects that provide a lower match are subject to lower scoring in that criterion, see evaluation criteria below. Additional overmatch is allowable as part of the application (though not tracked within the IGA with CDOT) and given additional consideration within the scoring criteria. In-kind match via staff time or other contributions is allowed.

Application Process

1. In preparation for the Pre-Application Workshop, potential applicants should identify concepts to discuss and submit questions to Nathan Lindquist (nathan.lindquist@state.co.us) by Friday, April 2, 2021.
2. Attend the Revitalizing Main Streets Pre-Application Workshop on Tuesday, April 6, 2021. [RSVP for the Pre-Application Workshop here.](#)
3. Complete and submit an Application starting Wednesday, April 7, 2021:
 - Per CDOT requirements, the application requires a mandatory Risk Assessment form to be submitted along with the application.
 - Projects requiring CDOT concurrence (projects on a state highway or within the state rights-of-way) must provide a Request for CDOT Concurrence Form with the application submittal (form is linked under Additional Resources online).
 - Projects requiring local concurrence must provide an official local response with the application submittal.
 - Letters of support are encouraged.

Project Funding Evaluation and Selection Process

CDOT will establish an internal scoring and selection panel to assist with scoring and evaluating projects. Participants may include staff from various CDOT divisions and regional offices, including:

- CDOT Regional Traffic Representative
- CDOT Safety Program Staff
- CDOT Regional Engineering Design Representative
- CDOT Multitmodal Planning Branch
- CDOT Office of Policy and Government Relations

The panel will review the applications and assign points to the criteria based on information contained in the project application forms. The panel will convene to discuss the applications and reach consensus on the final criteria points and total score for each project.

Award Conditions

- All project scopes of work are subject to review and approval by CDOT. The submitted and approved project scope becomes the work that the applicant at a minimum must complete.
- Each applicant awarded funds will provide information for and sign an IGA and enter into a contract with the Colorado Department of Transportation (CDOT) to implement the project depending on the type, location and other characteristics of the project. CDOT is the ultimate steward of these state funds. CDOT will specify requirements for status reporting and reimbursement requests.
- Select applicants may be required to attend a post-project debrief with CDOT staff.
- Projects must be completed and all billings submitted by June 1, 2024. No reimbursements will be provided for work completed or billings submitted after June 1, 2024. There is increased preference for projects able to be completed by 2021, 2022, or 2023.
- Applicants will work with CDOT and FHWA/FTA (as appropriate) to ensure that the project is being implemented in accordance with state and federal requirements.

Evaluation criteria (detailed breakdown below):

- Safety
- Promotes Active Transportation
- Readiness of Implementation
- Funding Need
- Diversity of Funding
- Economic Revitalization Benefits
- Public Support
- Local Match

When reviewing these evaluation criteria, please email Nathan.Lindquist@state.co.us with technical questions.

Category	Summary	Point Criteria (0-5)	Weight (%)
Safety	The extent to which the project addresses an identified safety need.	Safety Sub-Score: • Strategic: 20% of safety score (Yes/No) Criteria: Addresses targeted higher risk crash type (i.e. pedestrians, bikes, access or multimodal) Must demonstrate that the decision for justifying the project is data driven. • Effectiveness: 20% of safety score (Yes/No) Criteria: Applies proven countermeasure (FHWA or STEP) • Equity: 20% of safety score (LOSS 3/4 and/or crash pattern identified) (Yes/No) Criteria: Level of Service of Safety (LOSS) and crash pattern analysis to assess current safety performance of project location based on observed crash history. • Value: 40% of safety score • BCR less than 0.5: No credit (0%) • BCR between 0.5 and 1.0: Half credit (20%) • BCR equal or greater than 1.0: Full credit (40%) Criteria: Benefit Cost Ratio (BCR) Analysis. Cost based on the requested amount.	30%

		Benefit based on predicted reduction of crashes using crash modification factors of proposed improvement applied over the service life of a project (20 years maximum). CDOT will assess safety performance (LOSS) and value (Benefit Cost Ratio Analysis)	
Promotes Active Transportation	Extent to which the project promotes active transportation in support of public health.	5-Project provides significant new and/or safer access to biking, walking or transit. 3-Project provides moderate improvements to new and/or safer access to biking, walking or transit. 1-No evidence of increased or safer access to active transportation.	10%
Readiness of Implementation	The extent to which a project is "shovel ready," offering quick, tangible benefits to communities.	Project Schedule, including milestone dates, must be provided. 5 - Construction will be complete by the end of 2021. 4 - Construction will be complete by the end of June 2022. 3 - Construction will be complete by the end of 2022. 2 - Construction will be complete by the end of 2023. 1 - Construction will be complete by the end of June 2024. 0 - Projects cannot be completed prior to the end of 2024.	10%
Funding Need	Is this project already included in the local agency budget?	5 - No, the project is not possible without external funding. 3 - Yes, but other circumstances caused project to be removed, reduced, or delayed from original use. 1 - Yes, this project is currently scheduled to be implemented with the local agency budget.	10%
Diversity of Funding	Have you previously received funding from CDOT's Safer Main Streets Program?	5 - No 4 - Yes, up to \$100k from CDOT. 3 - Yes, \$101k-\$250k from CDOT. 2 - Yes, \$251k-\$500k from CDOT. 1 - Yes, \$501k-\$1M from CDOT. 0 - Yes, over \$1M from CDOT.	10%
Economic Revitalization Benefits	City/County Average Median Income Census Data: State of CO average is \$72k.	5 - less than \$45k 4 - \$45k-\$64k 3 - \$65k-\$74k 2 - \$75k-\$84k 1 - \$85k-\$94k 0 - \$95k+	10%
Public Support	The extent to which the applicant demonstrates public support	Application includes letters of support. Points will vary depending on level of support and the studies conducted to garner public support.	10%
Local Match	Local match preferred	5-15-20% match 3-Between 10-15% match 1-No match (or economic reasons) or below 10%.	10%

RESOLUTION NO. 2019R026

A RESOLUTION OF THE CITY OF FORT LUPTON SUPPORTING THE FORT LUPTON URBAN RENEWAL AUTHORITY'S FINAL CONCEPTUAL PLAN: FORT LUPTON COMMERCIAL CORRIDOR STREETSCAPE PROJECT, KNOWN AS "ROOTED IN FORT LUPTON."

WHEREAS, on June 18, 2018, the Fort Lupton City Council approved the adoption of the 2018 Fort Lupton Comprehensive Plan: Picture Fort Lupton (Comp Plan), and

WHEREAS the Comp Plan identified several recommendations for reinvestment, revitalization, pedestrian safety and ADA access improvements along First Street (Hwy 52) and Denver Avenue, and

WHEREAS the Fort Lupton Urban Renewal Authority (FLURA) has prepared a Final Conceptual Plan: Fort Lupton Commercial Corridor Streetscape Project (Streetscape Plan), known as "Rooted in Fort Lupton," that seeks to address several of the recommendations for First Street and Denver Avenue improvements identified in the Comp Plan, and

WHEREAS the final version of the Streetscape Plan has been submitted to City Council for review and support, and

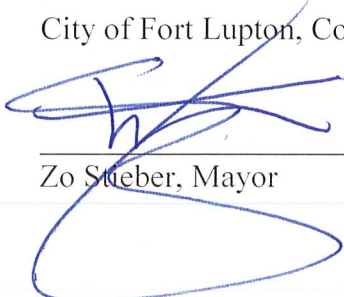
WHEREAS, City Council recognizes that the Streetscape Plan will assist in implementing several key recommendations identified in the Comp Plan, and

WHEREAS, City Council believes it to be in the best interests of the community that Denver Avenue and First Street be redeveloped to be more inviting to visitors and residents alike, and that these key corridors provide infrastructure that better ensures the safety of pedestrians, bicyclists, and other alternative transportation methods, and allow for ADA access.

NOW, THEREFORE, BE IT RESOLVED by the Fort Lupton City Council that full support and encouragement is given to Final Conceptual Master Plan: Fort Lupton Commercial Corridor Streetscape Project, known as "Rooted in Fort Lupton," and the Fort Lupton City Council pledges to support FLURA in its efforts to implement projects identified in the Streetscape Plan.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 18TH DAY OF MARCH 2019.

City of Fort Lupton, Colorado



Zo Stueber, Mayor



Attest:

Maricela Peña

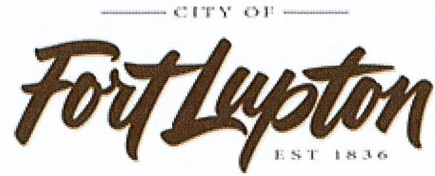
Maricela Peña,
City Clerk

Approved as to form:

Andy Ausmus

Andy Ausmus, City Attorney

**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 2021-069

**APPROVAL OF A RESOLUTION APPROVING THE SUBDIVISION IMPROVEMENTS AGREEMENT
FOR THE FINAL PLAT OF THE LUPTON VILLAGE PUD SECOND FILING (AKA LUPTON VILLAGE
TOWNHOMES FINAL PLAT)**

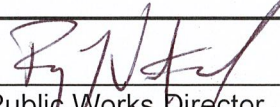
I. **Agenda Date:** Council Meeting – May 4, 2021

II. **Attachments:** a. Resolution 2021-0xx.
b. Subdivision Improvement Agreement.

III. **Summary Statement:**

Approval of the Subdivision Improvements Agreement between the City of Fort Lupton and Lupton Village Land Developers, LLC, for the Lupton Village PUD Second Filing (AKA Lupton Village Townhomes Final Plat)

IV. **Submitted by:**


Public Works Director

V. **Finance Reviewed**


Finance Director

VI. **Approved for Presentation:**


City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

This Subdivision Improvement Agreement was drafted for the Lupton Village PUD Second Filing Final Plat (LUP2021-0003 and Plan No. FPL2021-0001) approved by City Council on March 16, 2021, which is located east of South Rollie Avenue, immediately south of the Safeway development.

Improvements are for the construction of water and sanitary sewer main extensions. Approximate cost of this agreement for construction is \$528,487.98.

X. Legal/Political Considerations:

Not Applicable

XI. Alternatives/Options:

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

XII. Financial Considerations:

None

XIII. Staff Recommendation:

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

RESOLUTION NO. 2021Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE LUPTON VILLAGE LAND DEVELOPER, LLC SUBDIVISION IMPROVEMENTS AGREEMENT OF THE LUPTON VILLAGE PUD SECOND FILING FINAL PLAT LOCATED IN FORT LUPTON, WELD COUNTY, COLORADO.

WHEREAS, the City Council Resolution No. 2021R022 approved the Lupton Village PUD Second Filing Final Plat with conditions March 16, 2021; and

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

WHEREAS, the City Council finds that the Subdivision Improvement Agreement is in conformance with the Fort Lupton Land Use Plan, zoning code and is consistent with the goals and policies therein; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the Subdivision Improvement Agreement with supporting documentation. Based upon review of the applicable policies and goals in the Fort Lupton Land Use Plan, review of the Zoning Regulations, and analysis of staff comments, the City hereby approves the Lupton Village Land Developers, LLC Subdivision Improvement Agreement and authorizes the Mayor to sign.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 4th DAY OF MAY 2021.

City of Fort Lupton, Colorado

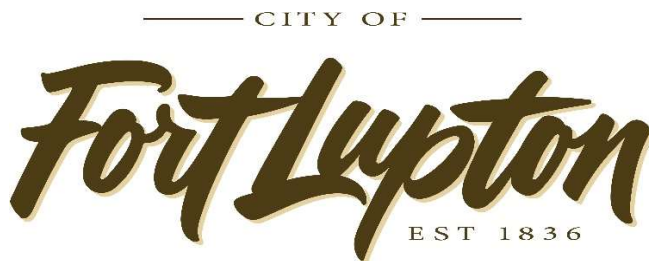
Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

SUBDIVISION IMPROVEMENTS AGREEMENT FOR LUPTON VILLAGE TOWNHOMES

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the CITY OF FORT LUPTON, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," and **Lupton Village Land Developers, LLC**, hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, the Developer submitted a Planned Unit Development Plat for the Subdivision entitled "Lupton Village PUD Second Filing, Project No. LUP2021-0003 and Plan No. FPL2021-0001" (the "Development"), which Plat depicts the proposed project (the "Development") to be constructed by Developer on the property depicted on the PUD, which is the "Subject Property"; and

WHEREAS the PUD was approved by the City of Fort Lupton City Council on March 16, 2021 by Resolution No. 2021R022 with conditions; and

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

WHEREAS, Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a subdivision agreement for public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder; and

WHEREAS, Section 17-23(f)(7) of the City of Fort Lupton Municipal Code requires that the installation of the required public improvements be guaranteed in the form of letter of credit, cash, or other suitable means, which have been approved by the City Attorney.

NOW, THEREFORE, in consideration of the foregoing, the Parties promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Development Obligation. Developer shall be responsible for performance of the covenants set forth herein. Unless as otherwise amended within this agreement, the Developer shall be responsible for performance of all requirements in this Agreement.

1.2 Engineering and Surveying Services. Developer agrees to furnish, at its expense, all necessary engineering and surveying services relating to the design layout and construction of the improvements (the "Improvements") depicted on **Exhibit "A"** and **Exhibit "B"** attached hereto and fully incorporated herein by this reference. Said engineering services shall

be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law, and shall conform to the standards and criteria for public improvements as established and approved by the City as of the date of submittal to the City.

1.3 Construction Standards. Developer shall construct all Improvements required by this Agreement, in accordance with plans and specifications approved in writing by the City, in conformance with all applicable codes and ordinances as adopted by the City, and in full conformity with the City's construction and specifications applicable at the time of actual construction.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to or rendered by the City Administrator, or his designee, who shall have general responsibility for coordinating development with Developer.

1.5 Construction Acceptance and Warranty. No later than ten (10) days after the Improvements are completed, Developer shall request and the City shall provide inspection by the City. If Developer does not request this inspection within ten (10) days of completion of the Improvements, the City may conduct the inspection without the approval of Developer. Developer shall provide "as-built" drawings no later than thirty (30) days after the Improvements are completed. If the Improvements completed by Developer are satisfactory, the City shall grant construction acceptance ("Construction Acceptance") within ten (10) days of the Developer's submission of "as-built" drawings, which shall be subject to final acceptance ("Final Acceptance") as set forth herein. If the Improvements completed by Developer are unsatisfactory, the City shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Construction Acceptance within ten (10) days from the date of City inspection. Developer shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Developer does complete the repairs, replacements, construction or other work required, Developer shall request a re-inspection of such work within ten (10) days to determine if Construction Acceptance can be granted. The City shall provide either Construction Acceptance or written notice of additional repairs, replacements, construction or other work required to receive Construction Acceptance within ten (10) days of the re-inspection date. The City shall issue no certificate of occupancy until the City has granted the Construction Acceptance.

1.6 Final Acceptance. At least thirty (30) days before one (1) year has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Developer shall request a Final Acceptance inspection. The City shall inspect the Improvements and shall notify the Developer in writing of all deficiencies and necessary repairs. After Developer has corrected all deficiencies and made all necessary repairs identified in said written notice, the City shall issue to Developer a letter of Final Acceptance.

1.7 Testing and Inspection.

(a) At all times during construction of the public improvements, the City shall have access to inspect materials and workmanship, and all materials and work not conforming to the approved plans and specifications shall be repaired or removed and replaced at Developer's expense so as to conform to the approved plans and specifications.

(b) The Developer will be responsible for oversight of the construction of the public improvements. The Developer shall solicit and retain a third-party engineer or inspector, solely at Developer's cost, to perform oversight, provided the engineer/inspector's qualifications are approved by the City prior to commencement of construction of the public improvements. The Developer will provide the resume of a Civil Engineer, or other qualified inspector(s), of the construction and installation of such improvements before construction may begin. The City Engineer or the City's designee shall determine the amount of oversight required, after consultation with the Developer.

(c) All testing required by the City's "*Standards and Specifications for the Design and Construction of Public Improvements*" shall be the responsibility of the Developer. All test reports shall be provided to the City Engineer.

(d) All work shown on the Improvements plans requires inspection by the City. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m. During the hours listed above and except as otherwise provided for in advance, inspections shall be scheduled a minimum of three (3) business days in advance.

1.8 Indemnification and Release of Liability. Developer agrees to defend, indemnify and hold harmless the City, its officers, employees, agents or servants, and to pay any and all judgments rendered against said persons on account of any suit, actions or claim caused by, arising from, or on account of acts or omissions by the Developer, its officers, employees, agents, consultants, contractors and subcontractors; provided, however, that Developer's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the City. Said obligation of Developer shall be limited to suits, actions or claims based upon conduct prior to Final Acceptance by the City of the construction work. Developer acknowledges that the City's review and approval of plans for development of the Subject Property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Developer or third parties is assumed by such review approval.

1.9 Insurance OSHA. Developer shall furnish to the City upon request proof thereof that all employees and contractors engaged in the construction of Improvements are covered by adequate Worker's Compensation Insurance and Public Liability Insurance and shall require faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

(a). **OSHA Requirements.** Developer agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Developer's Contractor shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. Developer acknowledges and agrees that with respect to the scope of work under this contract, Developer's Contractor shall comply with all obligations and assume all responsibilities for its actions as required by all OSHA rules and regulations. The Contractor shall adhere to all federal, state and local safety and health regulations, laws and ordinances and shall comply with all obligations and assume all responsibilities imposed upon the "controlling contractor" as such term is defined and construed under all OSHA rules and regulations.

2.0 CONSTRUCTION OF IMPROVEMENTS

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

3.0 INFRASTRUCTURE IMPROVEMENTS

3.1 Public Improvements

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

4.0 SPECIFICATIONS.

All street improvements, curb, gutter and sidewalks and appurtenances thereto, water mains, sewer mains and stormwater improvements shall be constructed and installed so as to meet or exceed City-approved plans, specifications and the Improvements described on **Exhibit "A"** Public Improvements. All streets within the Subdivision are considered Private and will not be maintained by the City. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations. Detention or Retention pond improvements will be required at the time of construction on the site as determined by the Phase III Drainage Study submitted.

5.0 OTHER REQUIREMENTS

5.1 Trash, Debris, Mud. Developer agrees that, during construction of the Development and Improvements described herein, Developer shall take any and all steps necessary to control trash, debris and wind or water erosion in the Development. Developer agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site into public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the City. If these requirements are not met, the developer

will be responsible for reimbursing the City for any costs incurred by the City in mitigating impacts of trash, debris, and mud.

5.2 Erosion Control and Sedimentation Plan. Developer agrees to submit an erosion control and sedimentation plan for review and approval by the City Engineer prior to commencement of construction on the site. Each individual lot will require erosion control measures be taken. Colorado State permits required shall be the responsibility of the Developer.

6.0 MISCELLANEOUS TERMS

6.1 Local Codes and Ordinances. In addition to any of the items listed in this Agreement, all construction in the Development is subject to all local Codes and Ordinances as adopted by the City subject to exceptions agreed or granted.

6.2 Recording of Agreement. The City shall record this Agreement at Developer's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and the City shall retain the recorded Agreement.

6.3 Binding Effect of Agreement. This Agreement shall run with the land included within the Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

6.4 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

6.5 Notices. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

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

DEVELOPER: Lupton Village Land Developers, LLC
 3780 W. 10th St, Unit 200
 Greeley, CO 80634

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

6.6 No Waiver Of Governmental Immunity. The City, its elected officials, officers and employees are relying upon, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

6.7 Force Majeure. Neither party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, pandemics, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, instances affecting public health including pandemics, acts of God or acts, omission, or delays in acting by any governmental authority. Provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

6.8 Approvals. Whenever approval or acceptance of a matter is required or requested of the City pursuant to any provisions of this Agreement, the City shall act reasonably in responding to such matter, and no such approval or acceptance shall be unreasonably withheld or delayed.

6.9 Title and Authority. Developer warrants to the City that it is the record owner of the Subject Property upon which the Development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants to have full power and authority to enter into this Agreement.

6.10 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of this Agreement is held to be violative of city, state or federal laws and hereby rendered unenforceable, either party, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

By: _____
Zo Stieber
Mayor

STATE OF COLORADO)
)
COUNTY OF WELD) SS.

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2021, by Zo Stieber as Mayor of the City of Fort Lupton, Colorado.

MY COMMISSION EXPIRES:

Lupton Village Land Developers, LLC a
Colorado Limited Liability Company

By: _____
By: AJG NP Development, Manager
By: Andrew J. Gerk, Member

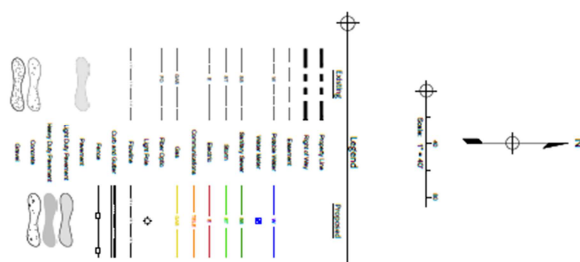
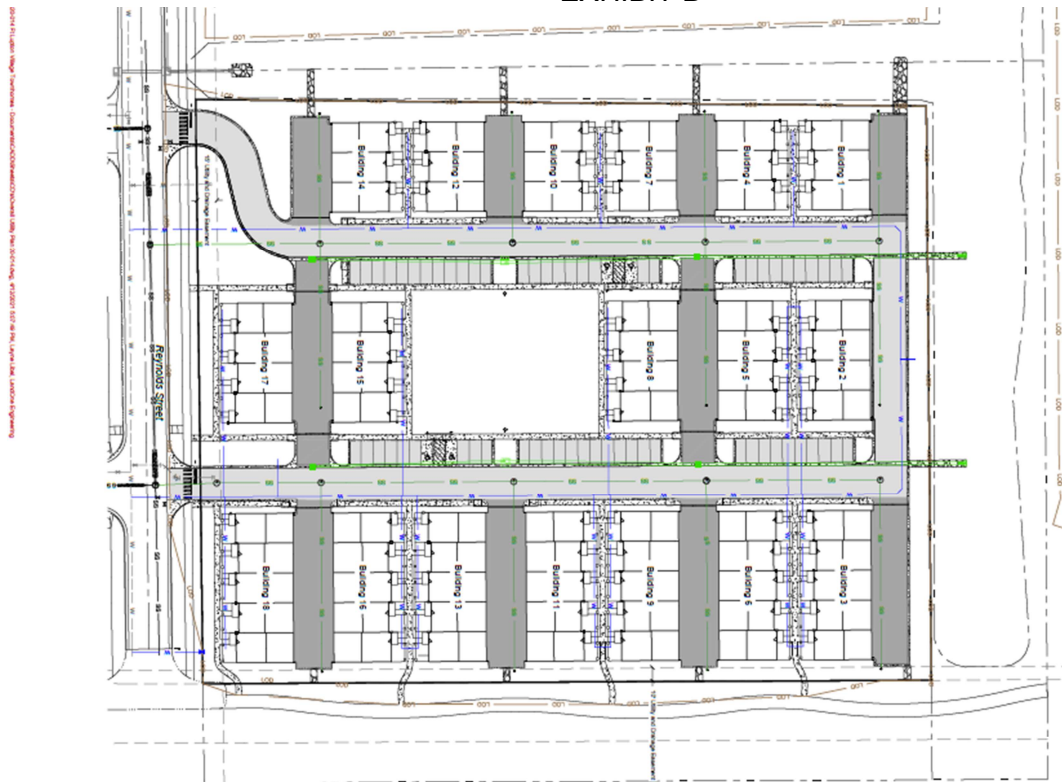
STATE OF COLORADO)
)
COUNTY OF WELD) ss.

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2021, by Andrew J. Gerk, as Member of AJG NP Development, LLC as Manager of Lupton Village Land Developers, LLC, a Colorado Limited Liability Company.

MY COMMISSION EXPIRES:

Page 77 of 83

EXHIBIT B



Sheet C80	Lupton Village Townhomes Construction Documents		Rev. No.	Date	Revision Description
			A	10/10/2011	Initial Set & General
			B	10/10/2011	Civil & Mechanical C.O.
			C	10/10/2011	Final C.O. & Submittals C.O.
Overall Utility Plan					
Foot Lupton, CO					



I, **LANDONE ENGINEERING, LLC**, License No. **891**, State of **Colorado**, do hereby certify that the undersigned is duly licensed and qualified to practice as a Professional Engineer in the State of Colorado, and that the work shown on the above described plans was prepared by me or under my direct supervision and control, and that I am a duly licensed and qualified Professional Engineer in the State of Colorado.

PRELIMINARY
NOT FOR
CONSTRUCTION



3611 71st Avenue, Suite 100
Greeley, CO 80634



FORT LUPTON POLICE DEPARTMENT
MONTHLY REPORT OF STATISTICS AND EVENTS
 March 2021

YEAR TO DATE STATISTICS

Category	2021	2020	2019	2018	2017
Calls For Service	3383	2546	2860	3188	2698
Cases	325	327	331	351	370
E-Ticket	630	400	506	397	331
Arrests	56	91	111	127	110
Summons (Report cases closed by)	103	87	100	84	97
Total Enforcement Actions	789	578	717	608	538
DUI	25	25	19	50	36

MONTHLY STATISTICS

Calls Resulting in Reports

Abandoned Vehicle	3	Theft	3
Animal Complaints	3	Traffic Accidents	22
Assist Other Agency	7	Traffic Offenses	1
Auto Prowl	1	Trespass	3
Burglary	2	Warrant Arrest	3
Criminal Mischief	7		
Cruelty to Animal	1		
Detox/Mental Health Holds	2		
Disorderly Conduct	2		
Domestic Violence	6		
DUI & DUI/Drug Cases	9		
False Reporting	1		
Found/Lost Property	1		
Identity Theft	16		
Information	9		
Ordinance Violation	1		
Sex Crimes	3		
Sex Offender Registrations	4		
Suicide/Attempt	2		
Suspicious Incident	2		
Total Reports	114	Total Calls for Service	1169
Cases Closed By Arrest	9	Cases Closed By Summons	40

Calls by Sector

Northeast – 32	Southeast – 6	OOT - 2
Northwest – 27	Southwest – 25	Hwy 85 & 52 - 22



MONTHLY SNAPSHOT

March Events and Training

1. March's Monthly training included presentations by the Victim Advocate's Officer, SANE (Sexual Assault Nurse Examiner), Child Protective Services and the annual SFST (Standard Field Sobriety Testing) refresher.
2. Lt Hempel attended an instructor's recertification for Taser (CEW).
3. We welcomed two new officers, Nathan Buttry and Joel Valdez.
4. Officers Palissa and Sgt Pelton attended background investigations training, Sgts Carnes, Sagner and Master Officer Grossman attended Force Encounters training.



Monthly Training Statistics		
In-Service Hours	Continuing Ed Hours	Total Hours
280	102	382

5. How is the Police Fleet used?

1001 – Chev Pick Up	Animal Control-Ford	2001 – Ford Explorer	Turney, Buttry
1201 – Chev Yukon	Investigations-Palissa	2002 – Ford Explorer	Devich, English
1303 – Chev Yukon/Silver	SRO - Miraglia	2003 – Ford Explorer	Grossman, Valdez
1304 – Chev Yukon	SRO - Gallegos	2004 – Ford Explorer	Walker, Vasquez
1404 – Chev Yukon	Lt. Hempel	2005 – Chev Yukon	Whyard, Toves
1501 – Ford Explorer	Code - Leon	2006 – Chev Yukon	Carnes, Sagner
1601 – Chev Yukon	Chief Fryar	2007 – Chev Yukon	Geerdes, Hackett
1701 – Chev Yukon	Spare	2008 – Chev Yukon	Hart, Goddard
		2009 – Chev Yukon	Upfitting
		2010 – Chev Yukon	Upfitting
Vasquez, Buttry, Valdez, Vacancy are not yet assigned. Asay and second Investigations, not yet assigned.			

6. Staffing (Vacancies)

Records Technician	1	Active for 4 months
Police Officer	1	Active for 5 months



Upcoming Events

May 1, 2021	Cinco de Mayo 5K, Railroad Park, 10 a.m.
May 11, 2021	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
May 18, 2021	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
May 25, 2021	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
May 31, 2021	Memorial Day Service, 13750 County Rd. 12, 9:25 a.m.
August 20, 2021	Jacobs Golf Tournament, Coyote Creek Golf Course