



**City of Fort Lupton
City Council
REGULAR MEETING AGENDA**
Tuesday, July 21, 2020
7:00 PM
130 South McKinley Avenue

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

Remote Meeting Instructions

- a. To join the meeting from your computer, tablet or smartphone click the link:
<https://global.gotomeeting.com/join/623516477>
To join the meeting by phone: United States (Toll Free): 1 866 899 4679 OR United States: +1 (312) 7573117
Access Code: 623516477

Pledge of Allegiance

Call to Order - Roll Call

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

Approval of Agenda

Review of Accounts Payables

- a. 07202020 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. 07072020 City Council Meeting Minutes
- b. AM 2020-132 Approving the Intergovernmental Agreement with Board of County Commissioners of the County of Weld and Weld County Clerk and Recorder Concerning the Administration of the November 3, 2020 Coordinated Election with the City of Fort Lupton
- c. AM 2020-135 Approve Emergency Repairs to the Pearson Park Well Pumps to Quality Well and Pump for an Amount not to Exceed \$11,126.76 Allocated from the Utility Fund

- d. AM 2020-136 Adopting an Ordinance to Accept Public Right of Way from Cesar Rodriguez Gallardo for 1,216 Feet of the Eastern Portion of County Road 25 1/2

Action Memorandum

- a. AM 2020-131 Approve the Boys and Girls Club of Weld County 2020 Funding for an Amount not to Exceed \$50,000
- b. AM 2020-134 Approve Amendment Number 2 to Subdivision Improvements Agreement for Mountain Sky Subdivision with FL Mountain Sky, LLC

Staff Reports

- a. Fort Lupton Police Department Monthly Report of Statistics and Events

Mayor/Council Reports

Future City Events

- a. Upcoming Events

Adjourn

NOTE: The meeting will be held at City Hall in the Council Chambers. You are welcome to attend either in person or remotely through GoToMeetings. For your safety and ours we will be enforcing social distancing protocols, including but not limited to, limiting the number of people allowed into Council Chambers at a time, encouraging the use of face masks, and requiring a six-foot separation. Additional instructions on meeting conduct will be provided prior to the start of the meeting.

When calling in, please be sure to mute your microphone on your computer, phone or tablet. City Staff and/or the Mayor will provide instructions on when and how comments can be made by the public. Other instructions on meeting conduct will be provided at the start of the meeting.

You can dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

Call: United States (Toll Free): 1 866 899 4679

- One-touch: tel:+18668994679,,623516477#

United States: +1 (312) 757-3117

- One-touch: <tel:+13127573117,,623516477#>

Access Code: 623-516-477

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/623516477>

If you have already installed the app, click on the following link:

<https://global.gotomeeting.com/join/623516477>

Please read the entirety of the procedures listed below for your use.

Remote Participation:

Options for Remote Participation

1. By Telephone: The Town Hall meeting is for the public to have open discussion with Council regarding any topic. Members of the public who wish to provide public comment on any item must call: **1 866-899-4679 or 1 (312) 757-3117**, then there will be a prompt to enter the **Access Code 623-516-477**.

2. By Electronic Mail: Members of the public may also provide public comment or comment on a specific item by sending an email to mpena@fortluptonco.gov. The email must be received by 6:00 p.m. the day of the meeting. Your email will be read to the City Council.

3. In Person: To promote social distancing, the lobby at City Hall will have a tablet available to participate electronically if you would like to provide public comment. There will be seating spread six feet apart throughout the lobby while waiting for the opportunity to speak.



City of Fort Lupton

Check Report

By Check Number

Date Range: 07/07/2020 - 07/20/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Golf Course-Golf Course						
000028	ACUSHNET COMPANY	07/13/2020	Regular	0.00	952.10	83798
909052006	Invoice	07/09/2020	GOLF-KNIT PROFIT PACK 24PC-PRO SHOP	0.00	952.10	
000073	AMERICAN EAGLE DISTRIBUTING CO	07/13/2020	Regular	0.00	460.40	83799
566491	Invoice	07/09/2020	GOLF-BEVERAGES-PRO SHOP	0.00	279.05	
571473	Invoice	07/09/2020	GOLF-BEVERAGES-PRO SHOP	0.00	181.35	
000160	BREAKTHRU BEVERAGE GROUP	07/13/2020	Regular	0.00	325.97	83800
336174464	Invoice	07/09/2020	GOLF-BEVERAGES-PRO SHOP	0.00	292.47	
336174465	Invoice	07/09/2020	GOLF-BEVERAGES-PRO SHOP	0.00	33.50	
000239	CITY OF FORT LUPTON	07/13/2020	Regular	0.00	2,152.63	83801
INV00755	Invoice	07/09/2020	GOLF-PINNACOL INV 19988635 WC #4-PRO ...	0.00	1,096.13	
INV00757	Invoice	07/09/2020	GOLF-PINNACOL INV 20026051 WC #5-PRO ...	0.00	284.39	
INV00759	Invoice	07/09/2020	GOLF-PINNACOL INV20064267 WC #6-PRO ...	0.00	772.11	
000241	CITY OF FT LUPTON-UTIL INVOICE	07/13/2020	Regular	0.00	1,786.11	83802
110249001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-Golf	0.00	268.70	
110252001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-Golf	0.00	1,394.50	
110252101 JUN20	Invoice	07/09/2020	Water/Sewer Bill-Golf	0.00	49.36	
770214501 JUN20	Invoice	07/09/2020	Water/Sewer Bill-Golf	0.00	73.55	
001320	DAPHNE'S HEADCOVERS	07/13/2020	Regular	0.00	239.71	83803
293029-IN	Invoice	07/09/2020	GOLF-CLUB COVERS-PRO SHOP	0.00	239.71	
000461	FERRELLGAS LP	07/13/2020	Regular	0.00	904.77	83804
1111909532	Invoice	07/09/2020	GOLF-PROPANE-MAINT	0.00	904.77	
000567	HIGH COUNTRY BEVERAGE CORP	07/13/2020	Regular	0.00	1,240.55	83805
W-38648850	Invoice	07/09/2020	GOLF-BEVERAGES-PRO SHOP	0.00	579.15	
W-38648912	Invoice	07/09/2020	GOLF-BEVERAGES-PRO SHOP	0.00	661.40	
000735	LL JOHNSON DISTRIBUTING	07/13/2020	Regular	0.00	1,341.25	83806
1125402-00	Invoice	07/09/2020	GOLF-PVC BALL VALVES AND PARTS-MAINT	0.00	483.55	
1127930-00	Invoice	07/09/2020	GOLF-PVC PIPE AND PARTS-MAINT	0.00	857.70	
001913	LUXOTTICA OF AMERICA, INC	07/13/2020	Regular	0.00	1,853.59	83807
6905086152	Invoice	07/09/2020	GOLF-SHIRTS AND APPAREL-PRO SHOP	0.00	1,243.75	
6905086154	Invoice	07/09/2020	GOLF-SHIRTS AND APPAREL-PRO SHOP	0.00	609.84	
000913	POTESTIO BROTHERS EQUIPMENT	07/13/2020	Regular	0.00	734.89	83808
62336C	Invoice	07/09/2020	GOLF-SWIVEL-MAINT	0.00	59.23	
62708C	Invoice	07/09/2020	GOLF-BAR-MAINT	0.00	675.66	
000944	REPUBLIC NATIONAL DISTRIBUTING CO LLC	07/13/2020	Regular	0.00	103.44	83809
5736786	Invoice	07/09/2020	GOLF-BEVERAGES-PRO SHOP	0.00	103.44	
000999	SHAMROCK FOODS COMPANY	07/13/2020	Regular	0.00	1,510.53	83810
20661046	Invoice	07/09/2020	GOLF-FOOD,BEVERAGES, SNACKS-PRO SHOP	0.00	895.67	
20661047	Invoice	07/09/2020	GOLF-FOOD, BEVERAGES,SNACKS-PRO SHOP	0.00	614.86	
001052	SWIRE COCA-COLA, USA	07/13/2020	Regular	0.00	890.58	83811
13923208175	Invoice	07/09/2020	GOLF-BEVERAGES-PRO SHOP	0.00	196.80	
13923208255	Invoice	07/09/2020	GOLF-BEVERAGES-PRO SHOP	0.00	693.78	
001137	UNITED POWER	07/13/2020	Regular	0.00	4,777.31	83812
1194602 JUN20	Invoice	07/09/2020	United Power	0.00	911.06	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1195001 JUN20	Invoice	07/09/2020	United Power	0.00	3,693.69	
1195701 JUN20	Invoice	07/09/2020	United Power	0.00	126.87	
19595600 JUN20	Invoice	07/09/2020	United Power	0.00	24.01	
6601202 JUN20	Invoice	07/09/2020	United Power	0.00	21.68	
001207	WESTERN DISTRIBUTING INC	07/13/2020	Regular	0.00	25.00	83813
371-82802	Invoice	07/09/2020	GOLF-BEVERAGES-PRO SHOP	0.00	25.00	
001301	AAA AUTO PARTS INC	07/20/2020	Regular	0.00	338.60	83814
89198	Invoice	07/15/2020	GOLF-GREASE-MAINT	0.00	76.90	
89461	Invoice	07/15/2020	GOLF-BATTERY, CORE DEPOSIT-MAINT	0.00	100.45	
89725	Invoice	07/15/2020	GOLF-BATTERY, CORE DEPOSITS-MAINT	0.00	108.88	
89828	Invoice	07/15/2020	GOLF-BATTERY BOLT-MAINT	0.00	3.49	
90078	Invoice	07/15/2020	GOLF-TIRE REP PAD STRINGS-MAINT	0.00	10.00	
90375	Invoice	07/15/2020	GOLF-NAPA 10W30 OIL-MAINT	0.00	38.88	
000024	ACE HARDWARE OF FORT LUPTON	07/20/2020	Regular	0.00	222.60	83815
83526	Invoice	07/15/2020	GOLF-FASTENERS-PRO SHOP	0.00	11.94	
83629	Invoice	07/15/2020	GOLF-TIE DOWN RATCHET-MAINT	0.00	19.99	
83667	Invoice	07/15/2020	GOLF-WIRE BRUSH, 5GAL PAIL, BUCKET, ACI...	0.00	66.71	
83727	Invoice	07/15/2020	GOLF-LANDSCAPE RAKE-MAINT	0.00	99.98	
83825	Invoice	07/15/2020	GOLF-PROBE SET 6.5"-MAINT	0.00	17.99	
83896	Invoice	07/15/2020	GOLF-HOSE HANGOUT 150"-PRO SHOP	0.00	5.99	
000028	ACUSHNET COMPANY	07/20/2020	Regular	0.00	564.36	83816
909097652	Invoice	07/15/2020	GOLF-MERCHANDISE-PRO SHOP	0.00	564.36	
000048	AIRGAS USA LLC	07/20/2020	Regular	0.00	12.53	83817
9972091542	Invoice	07/15/2020	GOLF-CYLINDER RENTALS-MAINT	0.00	12.53	
000073	AMERICAN EAGLE DISTRIBUTING CO	07/20/2020	Regular	0.00	1,244.80	83818
574784	Invoice	07/15/2020	GOLF-BEVERAGES-PRO SHOP	0.00	528.00	
575890	Invoice	07/15/2020	GOLF-BEVERAGES-PRO SHOP	0.00	686.80	
846323	Invoice	07/15/2020	GOLF-BEVERAGES-PRO SHOP	0.00	30.00	
000239	CITY OF FORT LUPTON	07/20/2020	Regular	0.00	11,520.37	83819
INV00763	Invoice	07/15/2020	GOLF- YAMAHA MOTOR FINANCE MI910129...	0.00	10,798.08	
INV00765	Invoice	07/01/2020	Golf ComData Purchases	0.00	722.29	
000567	HIGH COUNTRY BEVERAGE CORP	07/20/2020	Regular	0.00	546.60	83820
W-3195975	Invoice	07/15/2020	GOLF-BEVERAGES-PRO SHOP	0.00	546.60	
000768	MASEK GOLF CAR OF COLORADO	07/20/2020	Regular	0.00	333.76	83821
1-60123	Invoice	07/15/2020	GOLF-YAM VBEVI HATCH-PRO SHOP	0.00	110.61	
1-61011	Invoice	07/15/2020	GOLF-BEIGE STEEL WHEEL-PRO SHOP	0.00	142.00	
1-61038	Invoice	07/15/2020	GOLF-YAM WHEELCOVER-PRO SHOP	0.00	81.15	
000795	MILE HIGH TURFGRASS, LLC	07/20/2020	Regular	0.00	106.00	83822
7501	Invoice	07/15/2020	GOLF-TICAL PELLETS-MAINT	0.00	106.00	
000999	SHAMROCK FOODS COMPANY	07/20/2020	Regular	0.00	625.50	83823
20675152	Invoice	07/15/2020	GOLF-FOOD/BEVERAGES/SNACKS-PRO SHOP	0.00	625.50	
001022	SOUTHERN GLAZER'S OF CO	07/20/2020	Regular	0.00	1,134.22	83824
2300075	Invoice	07/15/2020	GOLF-BEVERAGES-PRO SHOP	0.00	1,134.22	
001183	WAXIE SANITARY SUPPLY	07/20/2020	Regular	0.00	96.46	83825
79295398	Invoice	07/15/2020	GOLF-CLEAN TOUCH POMBERRY-PRO SHOP	0.00	96.46	
001207	WESTERN DISTRIBUTING INC	07/20/2020	Regular	0.00	332.76	83826
371-02892	Invoice	07/15/2020	GOLF-BEVERAGES-PRO SHOP	0.00	332.76	
001225	YAMAHA MOTOR CORP	07/20/2020	Regular	0.00	10,798.08	83827

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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	
710250	Invoice	07/15/2020	GOLF-M19101296 JUL20 LEASE-PRO SHOP	0.00	10,798.08	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	62	30	0.00	47,175.47
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
	62	30	0.00	47,175.47

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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						
000037	ADVANCED URGENT CARE AND OCC MED	07/13/2020	Regular	0.00	80.00	67899
57568	Invoice	07/09/2020	GF-PRE EMPLOYMENT RENTERRIA-HR	0.00	80.00	
000108	AUSMUS LAW FIRM PC	07/13/2020	Regular	0.00	1,800.00	67900
6730	Invoice	07/09/2020	GF-PROSECUTION SERVICES JUNE20-COURT	0.00	1,800.00	
000136	BG'S JAPANESE DESIGNS	07/13/2020	Regular	0.00	34.50	67901
6199	Invoice	07/09/2020	UF-HI VIS W/CITY LOGO-W LINES	0.00	34.50	
000241	CITY OF FT LUPTON-UTIL INVOICE	07/13/2020	Regular	0.00	38,109.13	67902
110035001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	1,512.85	
110221001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	659.35	
110222001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	428.95	
110251001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	1,132.47	
330025001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	352.75	
330031001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	827.05	
330045001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	107.58	
330092001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	233.65	
330166001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	211.75	
330920000 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	34.67	
550055501 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	66.66	
550057001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	119.19	
550057601 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	133.08	
550057701 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	8,383.75	
660092001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	455.65	
770109501 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	34.65	
770116501 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	830.22	
770229001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	529.45	
770229501 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	3,899.79	
770229601 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	34.93	
770231101 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	75.94	
990004001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	197.14	
990004101 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	51.64	
990005001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	156.48	
990006001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	246.85	
990007001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	194.09	
990008001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	75.08	
990132001 JUN20	Invoice	07/09/2020	Water/Sewer Bill-City	0.00	17,123.47	
000307	COMCAST CABLE COMM, LLC	07/13/2020	Regular	0.00	522.25	67903
6060460124495 J...	Invoice	07/09/2020	CPR-JUN20 CABLE TV SERVICES-COM CTR	0.00	141.07	
606460116038 JU...	Invoice	07/09/2020	JUN20 7/5-8/4 ANALOG SERVICES	0.00	214.10	
6460163725 JUN20	Invoice	07/01/2020	Comcast Acct 8497 60 646 0163725	0.00	167.08	
000309	COMDATA BUSINESSLINK	07/13/2020	Regular	0.00	17,745.65	67904
JUN20	Invoice	07/06/2020	GF-CREDIT CARD CHARGES JUN20-FIN	0.00	17,745.65	
000309	COMDATA BUSINESSLINK	07/13/2020	Regular	0.00	-17,745.65	67904
000361	DBC IRRIGATION SUPPLY	07/13/2020	Regular	0.00	226.02	67905
S3779677.001	Invoice	07/09/2020	CEM-3" SCH 80 TEE & SUPPLIES	0.00	226.02	
002094	DOOLEY ENTERPRISES INC	07/13/2020	Regular	0.00	2,006.23	67906
58242	Invoice	07/09/2020	GF-AMMUNITION-PD	0.00	2,006.23	
002011	FRONT RANGE LUMBER COMPANY	07/13/2020	Regular	0.00	130.94	67907
3155/2	Invoice	07/09/2020	GF-4X6 TIMBERS-PARKS	0.00	130.94	
002448	HIGH PLAINS NEW HOLLAND	07/13/2020	Regular	0.00	4,800.00	67908
W00002-2	Invoice	07/10/2020	GF-9' Snow Blade-Streets	0.00	4,800.00	
000579	HRDIRECT	07/13/2020	Regular	0.00	79.99	67909

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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	
INV8848885	Invoice	07/09/2020	GF-GOLF FEDERAL LABOR LAW POSTER-HR	0.00	79.99	
000691	KONE INC	07/13/2020	Regular	0.00	140.80	67910
959601930	Invoice	07/09/2020	REC-JUN20 MAINTENANCE COVERAGE	0.00	140.80	
000698	L.G. EVERIST, INC	07/13/2020	Regular	0.00	272.50	67911
490935	Invoice	07/09/2020	UF-SQUEEGEE	0.00	272.50	
000735	LL JOHNSON DISTRIBUTING	07/13/2020	Regular	0.00	281.99	67912
1127370-00	Invoice	07/09/2020	GF-JMB BOX, SOLENOID ASSY-PARKS	0.00	281.99	
002572	MAHNKE AUTO BODY FORT LUPTON	07/13/2020	Regular	0.00	788.86	67913
3014	Invoice	07/09/2020	GF-TAILGATE PAINT VIN#69823-	0.00	394.43	
3015	Invoice	07/09/2020	GF-TALIGATE PAINT VIN#C69824	0.00	394.43	
002194	METROWEST NEWSPAPERS	07/13/2020	Regular	0.00	762.92	67914
202006	Invoice	07/09/2020	GF-CITY WIDE YARD SALES AD-	0.00	370.00	
2020062	Invoice	07/09/2020	GF-LEGAL PUBLICATIONS	0.00	392.92	
000820	MUNICODE	07/13/2020	Regular	0.00	16.08	67915
341035	Invoice	07/09/2020	GF-SUPPLEMENT 23 PAMPHLETS-CITY CLK	0.00	16.08	
000893	PETROCK FENDEL POZNANOVIC PC	07/13/2020	Regular	0.00	6,785.00	67916
31516	Invoice	07/09/2020	WSTX-JUN20 LEGAL-WTP	0.00	6,785.00	
000932	R & M SERVICES	07/13/2020	Regular	0.00	175.51	67917
10536	Invoice	07/09/2020	GF-TIRE REPAIR CODE VAN-PD	0.00	10.00	
10537	Invoice	07/09/2020	GF-TIRE REPAIR #2003-PD	0.00	10.00	
10538	Invoice	07/09/2020	GF-TIRE REPAIR-PD	0.00	155.51	
000935	RAQUEL FERSZT	07/13/2020	Regular	0.00	220.00	67918
892271	Invoice	07/09/2020	GF-TRANSLATOR SERVICES JUN20-COURT	0.00	220.00	
002571	REFUGIO MENDOZA	07/13/2020	Regular	0.00	295.00	67919
4604	Invoice	07/09/2020	PERMIT FEES REFUND	0.00	295.00	
000956	ROCKY MOUNTAIN LOW VOLTAGE	07/13/2020	Regular	0.00	135.00	67920
20201240	Invoice	07/09/2020	CPR-QUARTERLY FIRE MONITORING-COM C...	0.00	135.00	
000975	SAFETY AND CONSTRUCTION	07/13/2020	Regular	0.00	265.94	67921
92740	Invoice	07/09/2020	GLOVES, SAFETY GLASSES, LIME VEST	0.00	265.94	
001624	STATE OF COLORADO	07/13/2020	Regular	0.00	3,972.82	67922
32347-20	Invoice	07/09/2020	UF-BILL & LATE NOTICES JUNE2020-UB	0.00	3,972.82	
001040	STERICYCLE	07/13/2020	Regular	0.00	55.64	67923
3005142656	Invoice	07/09/2020	REC-BIOHAZARD DISPOSAL	0.00	55.64	
001101	TODD HODGES DESIGN LLC	07/13/2020	Regular	0.00	8,632.50	67924
3228	Invoice	07/09/2020	GF-PLANNING SERVICES 6/22-7/5-PLAN	0.00	8,632.50	
001126	TYLER TECHNOLOGIES	07/13/2020	Regular	0.00	150.00	67925
25-301346	Invoice	07/09/2020	GF-COURT CLERK TRAINING ACADEMY-COU...	0.00	150.00	
001137	UNITED POWER	07/13/2020	Regular	0.00	39,886.34	67926
10553102 JUL20	Invoice	07/09/2020	United Power	0.00	22.13	
1195501 JUL20	Invoice	07/09/2020	United Power	0.00	1,978.26	
1196401 JUL20	Invoice	07/09/2020	United Power	0.00	33.82	
1207701 JUL2020	Invoice	07/09/2020	United Power	0.00	21.05	
1223101 JUL2020	Invoice	07/09/2020	United Power	0.00	20.00	
1240301 JUL20	Invoice	07/09/2020	United Power	0.00	168.92	
1241801 JUL2020	Invoice	07/09/2020	United Power	0.00	256.71	
1241903 JUL2020	Invoice	07/09/2020	United Power	0.00	375.82	
1276101 JUL20	Invoice	07/09/2020	United Power	0.00	839.02	
1279801 JUL20	Invoice	07/09/2020	United Power	0.00	24.72	

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Date Range: 07/07/2020 - 07/20/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1295501 JUL2020	Invoice	07/09/2020	United Power	0.00	62.82	
1296101 JUL20	Invoice	07/09/2020	United Power	0.00	457.42	
1299501 JUL2020	Invoice	07/09/2020	United Power	0.00	112.00	
1302801 JUL2020	Invoice	07/09/2020	United Power	0.00	1,999.47	
1302901 JUL20	Invoice	07/09/2020	United Power	0.00	95.96	
1316801 JUL20	Invoice	07/09/2020	United Power	0.00	971.08	
1322501 JUL2020	Invoice	07/09/2020	United Power	0.00	6,152.49	
1360303 JUL20	Invoice	07/09/2020	United Power	0.00	40.78	
13842400 JUL20	Invoice	07/09/2020	United Power	0.00	53.30	
14427100 JUL20	Invoice	07/09/2020	United Power	0.00	152.90	
15232500 JUL20	Invoice	07/09/2020	United Power	0.00	21.77	
17149700 JUL20	Invoice	07/09/2020	United Power	0.00	49.54	
17761600 JUL20	Invoice	07/09/2020	United Power	0.00	20.02	
17868800 JUL20	Invoice	07/09/2020	United Power	0.00	20.00	
18057500 JUL20	Invoice	07/09/2020	United Power	0.00	471.16	
18498400 JUL20	Invoice	07/09/2020	United Power	0.00	316.86	
18762100 JUL20	Invoice	07/09/2020	United Power	0.00	29.36	
19545100 JUL20	Invoice	07/09/2020	United Power	0.00	415.54	
20040100 JUL20	Invoice	07/09/2020	United Power	0.00	173.30	
3399301 JUL20	Invoice	07/09/2020	United Power	0.00	52.13	
6612303 JUL20	Invoice	07/09/2020	United Power	0.00	21.07	
6779701 JUL20	Invoice	07/09/2020	United Power	0.00	7,894.68	
704901 JUL20	Invoice	07/09/2020	United Power	0.00	8,382.30	
7225800 JUL20	Invoice	07/09/2020	United Power	0.00	21.08	
726705 JUL20	Invoice	07/09/2020	United Power	0.00	20.00	
7280200 JUL20	Invoice	07/09/2020	United Power	0.00	21.90	
733101 JUL2020	Invoice	07/09/2020	United Power	0.00	162.07	
762901 JUL20	Invoice	07/09/2020	United Power	0.00	959.67	
803908 JUL20	Invoice	07/09/2020	United Power	0.00	6,318.19	
8976200 JUL20	Invoice	07/09/2020	United Power	0.00	677.03	
001153	VALLEY FIRE EXTINGUISHER	07/13/2020	Regular	0.00	368.00	67928
141806	Invoice	07/09/2020	GF-NEW 10# ABC DRY CHEM EXTINGUISHER...	0.00	368.00	
001156	VERIZON WIRELESS SVCS LLC	07/13/2020	Regular	0.00	4,067.59	67929
9857512667	Invoice	07/09/2020	Verizon Bill	0.00	4,067.59	
001963	WASTE CONNECTIONS OF COLO, INC	07/13/2020	Regular	0.00	899.72	67930
1187327 JUN20	Invoice	07/09/2020	Waste Connections	0.00	106.94	
1187330 JUN20	Invoice	07/09/2020	Waste Connections	0.00	276.68	
31172871 JUN20	Invoice	07/09/2020	Waste Connections	0.00	237.48	
31174336 JUN20	Invoice	07/09/2020	Waste Connections	0.00	145.20	
31174339 JUN20	Invoice	07/09/2020	Waste Connections	0.00	48.53	
31174340 JUN20	Invoice	07/09/2020	Waste Connections	0.00	84.89	
001183	WAXIE SANITARY SUPPLY	07/13/2020	Regular	0.00	438.31	67931
79281543	Invoice	07/09/2020	GF-JANITORIAL SUPPLIES-FAC	0.00	438.31	
001189	WELD COUNTY ACCTG DEPART	07/13/2020	Regular	0.00	5,497.81	67932
JUN2020	Invoice	07/09/2020	GF-JUN20 FUEL PURCHASES	0.00	5,497.81	
001212	WILLIAMS AND WEISS CONSULTING	07/13/2020	Regular	0.00	5,945.00	67933
1393	Invoice	07/09/2020	2020 Water Resource Plan & Decree Account..	0.00	5,945.00	
001224	XCEL ENERGY-GAS	07/13/2020	Regular	0.00	269.81	67934
5320352370 JUN20	Invoice	07/09/2020	JUN20 GAS BILL	0.00	269.81	
002562	AMBER HOLBROOK	07/13/2020	Regular	0.00	1,242.00	67935
2006553.001	Invoice	07/09/2020	REC-SUMMER DAY CAMP REFUND	0.00	1,242.00	
001802	DELIA MEDINA	07/13/2020	Regular	0.00	138.00	67936
2006567.001	Invoice	07/09/2020	REC-SENIOR ANNUAL PASS REFUND	0.00	138.00	

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Date Range: 07/07/2020 - 07/20/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000026	ACTIVE CABLING & COMMUNICATIONS LLC	07/20/2020	Regular	0.00	5,926.97	67937
202603	Invoice	07/15/2020	CPR-CAT6 CABLE AND SUPPLIES-REC	0.00	5,926.97	
000031	ADAMSON POLICE PRODUCTS	07/20/2020	Regular	0.00	11.95	67938
INV330089	Invoice	07/15/2020	GF-NAMEPLATE, VASQUEZ-PD	0.00	11.95	
000034	ADT SECURITY SYSTEM	07/20/2020	Regular	0.00	116.96	67939
50576495 JUL20	Invoice	07/15/2020	SECURITY MONITORING	0.00	116.96	
000040	AFLAC	07/20/2020	Regular	0.00	2,520.52	67940
616529	Invoice	07/15/2020	GF-SUPPL INS FOR JUL20	0.00	2,520.52	
001646	BANK OF COLORADO	07/20/2020	Regular	0.00	166.05	67941
5970 JUN20	Invoice	07/15/2020	CEM-JUN20 GAS CHARGEES	0.00	37.04	
8323 JUN20	Invoice	07/15/2020	GF-JUN20 GAS CHARGES	0.00	129.01	
000136	BG'S JAPANESE DESIGNS	07/20/2020	Regular	0.00	57.50	67942
6198	Invoice	07/15/2020	GF-COUNCIL SHIRTS/GLENDA SHIRT	0.00	57.50	
000196	CARQUEST AUTO PARTS	07/20/2020	Regular	0.00	152.58	67943
2057-449987	Invoice	07/15/2020	GF-ANTIFREEZE, UNIT#15-STRETS	0.00	119.64	
2057-450672	Invoice	07/15/2020	CEM-BELT, UNIT#35	0.00	8.11	
2057-451177	Invoice	07/15/2020	GF-VACUUM PUMP, OIL-STREETS	0.00	9.19	
2057-451197	Invoice	07/15/2020	UF-12GAUGE RED/BLACK WIRES-W LINES	0.00	15.64	
000233	CIRSA/PC	07/20/2020	Regular	0.00	1,000.00	67944
201242	Invoice	07/15/2020	GF-PC6011230-1 DEDUCTIBLE	0.00	1,000.00	
000253	CO DEPT OF PUBLIC HEALTH AND ENVIRONMENT	07/20/2020	Regular	0.00	14,396.00	67945
WUDR201097864	Invoice	07/15/2020	UF-WWTP Design Review Ap Fee-ADMIN	0.00	14,396.00	
000268	COLORADO ANALYTICAL LAB	07/20/2020	Regular	0.00	46.00	67946
200630120	Invoice	07/15/2020	UF-TOTAL COLIFORM TESTING-W LINES	0.00	46.00	
002266	COLORADO PAVING INC	07/20/2020	Regular	0.00	1,500.00	67947
HYD DEPOSIT	Invoice	07/15/2020	UF-REFUND HYDRANT METER DEPOSIT	0.00	1,500.00	
000306	COMCAST BUSINESS	07/20/2020	Regular	0.00	2,196.64	67948
103707997	Invoice	07/01/2020	Comcast Acct 930000301	0.00	2,196.64	
001517	CORE&MAIN LP	07/20/2020	Regular	0.00	1,444.60	67949
M598027	Invoice	07/15/2020	UF-5' CURB BOX W/ROD-W LINES	0.00	844.60	
M598038	Invoice	07/15/2020	UF-20X36 METER PIT-W LINES	0.00	600.00	
000340	CUMMINS ROCKY MOUNTAIN LLC	07/20/2020	Regular	0.00	1,266.00	67950
42-13395	Invoice	07/15/2020	GF-POLICE GEN MAINTENANCE-FAC	0.00	633.00	
42-13397	Invoice	07/15/2020	GF-OIL COOLANT CHANGE, CIYT HALL GENE...	0.00	633.00	
001271	CUSTOM FLAG COMPANY	07/20/2020	Regular	0.00	245.00	67951
98-69959	Invoice	07/15/2020	US FLAGS, 5'X8'	0.00	245.00	
000429	EMPIRE PORTABLE RESTROOMS	07/20/2020	Regular	0.00	507.00	67952
50582	Invoice	07/15/2020	GF-6/23-7/20 PORTABLE RESTROOMS-PARKS	0.00	507.00	
000553	HALLIBURTON ENERGY SERVICES	07/20/2020	Regular	0.00	6,129.44	67953
LOAN	Invoice	07/15/2020	UF-WATER/SEWER LINE LOAN PAYMENT	0.00	6,129.44	
002573	NORTHGLENN HEATING & A/C INC	07/20/2020	Regular	0.00	326.00	67954
71520	Invoice	07/15/2020	BUILDING PERMIT/USE TAX REFUND	0.00	326.00	
000901	PLAINS EAST MECHANICAL SERVICES LLC	07/20/2020	Regular	0.00	3,690.24	67955
2904--1079	Invoice	07/15/2020	CPR-SMALL RTU REPAIR-COM CENTER	0.00	885.00	
2905-1080	Invoice	07/15/2020	GF-SHOP CONDENSOR MOTOR REPLACMEN...	0.00	420.31	
2906-1081	Invoice	07/15/2020	GF-PEARSON PRESSURE TANK REPLACEMENT...	0.00	1,137.36	
2907-1082	Invoice	07/15/2020	RC-LOBBY CONDESOR FAN MOTOR REPAIR-...	0.00	1,247.57	

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Date Range: 07/07/2020 - 07/20/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
001643	PROCEDURE INC	07/20/2020	Regular	0.00	50,214.87	67956
1836	Invoice	07/15/2020	GF-JUN20 BUILDING INSPECTIONS-PLANNING	0.00	50,214.87	
002265	QUADIENT FINANCE USA INC	07/20/2020	Regular	0.00	645.00	67957
11002508870	Invoice	07/15/2020	POSTAGE CHARGES	0.00	645.00	
001075	THE CONSOLIDATED MUTUAL	07/20/2020	Regular	0.00	161.51	67958
DISCHAEG JUN20	Invoice	07/13/2020	Perry Pit Electrical	0.00	97.84	
WELL B JUN20	Invoice	07/13/2020	Perry Pit Electrical	0.00	32.16	
WELL C JUN20	Invoice	07/13/2020	Perry Pit Electrical	0.00	31.51	
001635	THE TALLENT COMPANY	07/20/2020	Regular	0.00	2,750.00	67959
1086	Invoice	07/15/2020	GF-COMMUNICATIONS SVCES-LEGIS	0.00	2,750.00	
001105	TOSHIBA FINANCIAL SERVICES	07/20/2020	Regular	0.00	1,539.81	67960
418917878	Invoice	07/08/2020	Copier Lease	0.00	1,539.81	
001120	TRUDILIGENCE LLC	07/20/2020	Regular	0.00	339.65	67961
37085	Invoice	07/15/2020	GF-RANDOM TESTING/PRE-EMPLOYMENT SC...	0.00	339.65	
001126	TYLER TECHNOLOGIES	07/20/2020	Regular	0.00	70.20	67962
025-301972	Invoice	07/15/2020	GF-NOTIFICATION SVCES-COURTS	0.00	70.20	
001147	USA BLUE BOOK	07/20/2020	Regular	0.00	700.66	67963
285154	Invoice	07/15/2020	UF-FLAGS,30' WIRE STAFF, PAINT	0.00	700.66	
002132	VECTOR DISEASE CONTROL	07/20/2020	Regular	0.00	2,916.66	67964
PI-A00007754	Invoice	07/15/2020	GF-2020 MOSQUITO CONTROL SVCES-SHOP	0.00	2,916.66	
001174	WAGNER EQUIPMENT CO.	07/20/2020	Regular	0.00	802.31	67965
P00C2273326	Invoice	07/15/2020	GF-UNIT 15 CAT GRADER PARTS-STREETS	0.00	65.11	
P00C2275369	Invoice	07/15/2020	GF-UNIT 15 CAT GRADER PARTS-STREETS	0.00	737.20	
002495	WILLIAM D PENFOLD	07/20/2020	Regular	0.00	50.00	67966
E0014997-1 JUL	Invoice	07/15/2020	GF-E0014997 RESTITUTION PAYMENT-COUR...	0.00	50.00	
001217	WOHNRADE CIVIL ENGINEERS INC	07/20/2020	Regular	0.00	1,999.17	67967
1997	Invoice	07/15/2020	GF- 9th Street Design- Streets	0.00	1,999.17	
000119	BANK OF COLORADO	07/17/2020	Bank Draft	0.00	5,116.73	DFT0001323
INV0000793	Invoice	07/17/2020	HSA DISTRIBUTION	0.00	5,116.73	
000119	BANK OF COLORADO	07/17/2020	Bank Draft	0.00	1,144.83	DFT0001324
INV0000794	Invoice	07/17/2020	HSA DISTRIBUTION	0.00	1,144.83	
001416	VALIC_1	07/17/2020	Bank Draft	0.00	28,891.07	DFT0001325
INV0000795	Invoice	07/17/2020	VALIC - 457(b) \$ Contributions	0.00	28,891.07	
001265	IRS	07/17/2020	Bank Draft	0.00	47,444.12	DFT0001326
INV0000796	Invoice	07/17/2020	Federal Withholding	0.00	47,444.12	
001418	CO DEPARTMENT OF REVENUE	07/17/2020	Bank Draft	0.00	7,701.84	DFT0001327

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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	
INV0000797	Invoice	07/17/2020	CO Withholding	0.00	7,701.84	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	157	68	0.00	251,127.14
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-17,745.65
Bank Drafts	5	5	0.00	90,298.59
EFT's	0	0	0.00	0.00
	162	74	0.00	323,680.08

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	219	98	0.00	298,302.61
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-17,745.65
Bank Drafts	5	5	0.00	90,298.59
EFT's	0	0	0.00	0.00
	224	104	0.00	370,855.55

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	7/2020	47,175.47
999	POOLED CASH/CONSOLIDATED CASH	7/2020	323,680.08
			370,855.55

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 7, 2020**

The City Council of the City of Fort Lupton met in a regular session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Tuesday, July 7, 2020. Due to the COVID-19 virus, the meeting was held with remote access provided through GoToMeetings. 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, and Council Members Shannon Rhoda, David Crespin, Tommy Holton, Michael Sanchez, and Bruce Fitzgerald.

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, City Attorney, Andy Ausmus, Planning Director, Todd Hodges, Planner, Maria Lancto, Public Works Director, Roy Vestal and Chief John Fryar.

The following staff participated by electronic communication (GoToMeeting): Assistant City Administrator, Glenda Arextuloeta and Finance Director Leann Perino.

Mayor Stieber read the Connected Meeting general advisement to all.

PERSONS TO ADDRESS COUNCIL

Mr. Raul Martinez, participating by electronic communication, indicated that he would like to speak on the agenda item concerning the 2020 Asphalt Repairs Project. Mayor Stieber indicated that Mr. Martinez would have the opportunity to speak on the item as it becomes available.

Chief John Fryar presented several police officers with commendations and promotions including Sergeant Hempel being promoted to Lieutenant, and promotions to two Master Officers Grossman and Carnes. Chief Fryar also presented letters of commendation and lifesaving awards to Officers Walker and Goddard for performing CPR on a citizen. The citizen lived due to the quick actions of the officers. Officer Gallegos was also presented for her outstanding efforts and commitment in supporting her fellow Officers.

APPROVAL OF AGENDA

It was moved by Tommy Holton and seconded by Bruce Fitzgerald to approve the removal of item 'b' under Action Memorandum, AM 2020-124 Reject Bid from Dream Builders for 2020 Asphalt Repairs. Motion passed unanimously on roll call vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the July 7, 2020 payables; there were no questions or comments from the Mayor or Council.

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 7, 2020

CONSENT AGENDA

It was moved by Michael Sanchez and seconded by Tommy Holton to approve the Consent Agenda the following items: 06162020 City Council Meeting Minutes, Second Reading Ordinance 2020-1089 AN ORDINANCE AMENDING SPECIFIC PROVISIONS OF THE FORT LUPTON MUNICIPAL CODE FOR CHAPTER 6, ARTICLE I, SECTION 6-20, RETAIL MOBILE FOOD VENDING, Second Reading Ordinance 2020-1091 AN ORDINANCE ACCEPTING THE CITY OF FORT LUPTON PUBLIC RIGHT OF WAY DEDICATION FOR ROLLIE AVENUE, Second Reading Ordinance 2020-1092 AN ORDINANCE DELETING IN ITS ENTIRETY CHAPTER 6, BUSINESS LICENSES AND REGULATIONS, ARTICLE VI MISCELLANEOUS LICENSES, SECTION 6-163 GARAGE SALES PERMITTED AND SECTION 6-164, GARAGE SALES PERMIT REQUIRED OF THE, FORT LUPTON MUNICIPAL CODE, Second Reading 2020-1093 ADOPTING AN ORDINANCE REZONING LAND LEGALLY DESCRIBED IN EXHIBIT A, AND KNOWN AS THE THUNDER VALLEY REZONING TO THE PUD PLANNED UNIT DEVELOPMENT ZONE DISTRICT, Authorize the Purchase of Topaz Signature Pads from Tyler Technologies for an Amount not to Exceed \$7,000 (COVID19) (AM 2020-118), Adopting Ordinance 2020-1094 AN ORDINANCE TO ACCEPT PUBLIC RIGHT OF WAY FROM JACQUELINE WADE FOR 331.90 FEET OF THE SOUTHERN PORTION OF COUNTY ROAD 24 (AM 2020-123), Adopting Ordinance 2020-1095 AN ORDINANCE TO ACCEPT PUBLIC RIGHT OF WAY FROM MELECIO AND MARGARET CHAVEZ FOR 309.73 FEET OF THE SOUTHERN PORTION OF COUNTY ROAD 10 (AM 2020-122), Authorize the City Administrator to Sign an Agreement with Integral Recoveries to Provide Collection Services for the Fort Lupton Municipal Court (AM 2020-119), Approve Southern Water Supply Pipeline (SWSP) Consent Agreement (AM 2020-121), and Approving Payment to Invoice Office Furniture EZ for Reconfiguration of the Administration Cubicle and Reception Areas for an Amount not to Exceed \$9,883.69 Allocated from the General Fund (COVID19) (AM 2020-120). Motion passed unanimously on roll call vote.

PUBLIC HEARINGS

AM 2020-128 Approve a Resolution for an Application for a Special Use Permit for a Produced Water Pipeline, Known as the Pioneer Water Pipeline LLC Special Use Permit

Mayor Stieber opened the public hearing at 7:24 p.m. and asked for a description of the proposal. City Planner, Maria Lancto, stated that the applicant, Pioneer Water Pipeline LLC has submitted a request for a special use permit for a produced water pipeline. The proposed pipeline will transport water from holding tanks at various well sites in both Adams County and Weld County, crossing through multiple municipalities including the City of Fort Lupton, the City of Brighton, and the City of Thornton. Two parcels within the City of Fort Lupton are effected, as well as County Road 14 right of way. The pipeline will run through areas that are within the 'I-1' Light Industrial Zone District and the 'A' Agricultural Zone District. In determining to run the application as a special use permit, staff relied on Section 6-7 of the Municipal Code, which states that "the list of permitted uses in each zone district is exclusive, meaning that uses not

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 7, 2020

specifically described are not permitted, but similar uses and compatible uses, may be permitted as special uses.” Pipelines are not specifically listed as a use in the ‘I-1’ or ‘A’ Zone Districts, however public utility facilities are listed as a use permitted subject to a special use permit. Even though the pipeline is not a public utility facility, staff has determined that this use is similar to public utility facilities and therefore requires a special use permit. A special use review requires a public hearing before Planning Commission and City Council. The presentation a layout of the pipeline crossing 2 parcels within the City. The parcel numbers are and a portion of County Road 14

Ryder Reddick, a Planner with Tetra Tech and representing Pioneer Pipeline, and Spence McCallie, VP of engineering for Pioneer Water were present before Council. Mr. Reddick provided the City Council with a presentation which included a description of the services provided by Pioneer Water Pipeline and a map of the parcels being included within the pipeline project.

Mayor Stieber asked if anyone from the public wished to speak for or against the proposal. Hearing none, Mayor Stieber closed the public hearing at 7:36 p.m.

It was moved by Michael Sanchez and seconded by Tommy Holton to approve Resolution 2020R057 A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING A SPECIAL USE PERMIT FOR A PRODUCED WATER PIPELINE, KNOWN AS THE PIONEER WATER PIPELINE LLC SPECIAL USE PERMIT. Motion passed unanimously on roll call vote.

ACTION AGENDA

AM 2020-129 Approve a Resolution Accepting an Annexation Petition for the Smith Annexation Submitted by Richard Allen Smith and Deborah L Smith and to Set a Public Hearing Date to September 1, 2020

Richard Allen Smith and Deborah L Smith, the applicants, have submitted an annexation petition to initiate annexation proceedings for one parcel of land. The parcel is located north and adjacent to County Road 24 right of way and approximately 0.72 miles east of County Road 19. This proposed annexation, known as the Smith Annexation, consists of a total of 1.21 acres more or less. The resolution is to accept the annexation petition and initiate the two-month review process that involves staff, referral agencies, Planning Commission and City Council. Approval of the resolution simply means that there is an interest in considering the annexation, with the final decision to be made by City Council at a public hearing on September 1, 2020. The application includes an initial zoning request to Agriculture.

It was moved by Tommy Holton and seconded by Bruce Fitzgerald to approve Resolution 2020R058 A RESOLUTION INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS THE SMITH ANNEXATION AND SETTING THE PUBLIC HEARING FOR SEPTEMBER 1, 2020. Motion passed unanimously on roll call vote.

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 7, 2020

AM 2020-125 Award Contract to Colorado Paving, Inc. for \$40,000.00 Allocated from Public Works - Street Sales Tax Fund

Bid documents were advertised from June 5, 2020 with bid opening on June 26, 2020. Six bids were received with Colorado Paving, Inc. providing the responsible bid as shown in the attached Bid Tabulation. Colorado Paving, Inc. is a new company formed in October 2019. The team is composed of experienced construction personnel. The company is family owned and operated. The City contracted with Colorado Paving this past spring for the 2019 Streets projects. City staff has a very high opinion of this contractor, the company has done an excellent job with the construction work. The anticipated project start mid-July with patching services through November 2020.

Raul Martinez, Project Manager with Dream Builders, stated that that Dream Builders was the lowest bidder for the project however; the contract wasn't awarded to them due to inaccurate information received about the business.

Nor further discussion occurred.

It was moved by Bruce Fitzgerald and seconded by Shannon Rhoda to award the contract to Colorado Paving Inc., for \$40,000 allocated from Public Works – Street Sales Tax Fund. Motion passed unanimously on roll call vote.

AM 2020-126 Approval of Return of Security Payment to Brannon Sand and Gravel Company, LLC for County Road 8 Improvements

The Subdivision Improvements Agreement, "SIA", for Thomas Minor Subdivision Plat was approved by City Council on November 21, 2016, which provided for coordination in County Road 8 roadway improvements.

The Improvements included a deceleration lane into the Thomas Minor Subdivision access drive for Brannon's pit development. The intent was to coordinate with the Transwest development across County Road 8 so all improvements would occur at the same time. The decel lane construction was delayed due to undergrounding of overhead power lines in the way required by United Power. Estimated cost of improvements secured for this agreement was \$61,890.62. The City received \$61,890.62 from Brannon Sand and Gravel as security for the improvements to comply with the SIA for building permit application.

Brannon has completed and received initial acceptance of the County Road 8 improvements. Section 3.0 of the agreement was supposed to include "In the event that Developer has made a Cash Contribution and/or supplemental surety amount to guarantee implementation of the Improvements, all such funds shall be held by the City as a fiduciary until Improvements have been constructed or performance has been assigned or otherwise legally delegated to a third party or the City. If Developer performs the Improvements, all such moneys are refundable to

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Developer upon acceptance of Improvements by the City in accordance with this Agreement, such acceptance not to be unreasonably withheld.”

It was moved by Tommy Holton and seconded by Michael Sanchez to approve the return of security payment to Brannon Sand and Gravel Company, LLC for County Road 8 Improvements. Motion passed unanimously on roll call vote.

AM 2020-127 Approve Change Order Number 2 to Colorado Paving, Inc., for Not to Exceed \$53,254.54 From Street Sales Tax Fund

Colorado Paving, Inc. was awarded 2 street reconstruction projects (7th Street and Greenwood Court) on March 17, 2020 for \$370,000.00.

Change Order #1 covered Broadway Avenue from 9th Street south to the alley between 8th Street and 7th Street.

The Change Order amount resulted from an unexpected utility conflict with the new storm sewer line. The existing water main in McKinley required lowering to allow the new storm sewer to be installed. Water main lowering cost was \$14,360. Additional plan changes unforeseen during design included expanding area of asphalt replacement, accommodating adjacent property owners for grade changes to the streets and having to rework the subgrade in Greenwood Court due to moisture and stability issues. Total cost of additions is \$53,254.54.

It was moved by David Crespín and seconded by Tommy Holton to approve Change Order Number 2 to Colorado Paving Inc. for an amount not to exceed \$53,254.54 from Street Sales Tax Fund. Motion passed unanimously on roll call vote.

AM 2020-130 Approve Payment to Colorado Department of Public Health and Environment (CDPH&E) Invoice for Waste Water Treatment Plant (WWTP) Site Location Application Fee of \$14,396.00

CDPH&E has invoiced the City for Site Location Application and Design Review in association with the current redesign of the City’s WWTP.

\$22,658.00 for Site Location Application Inv # WUSA201097863

\$14,396.00 for Design Review Inv # WUDR201097864

The Guidance Document for the “Site Location and Design Approval Regulations for Domestic Wastewater Treatment Works” (5CCR 1002-22), The Colorado Water Quality Control Act establishes the statutory framework for Regulation No. 22 by requiring site location and design approval with the Division. The Division is authorized to assess fees for the review of wastewater site applications and wastewater design reviews in accordance with the provision of Section 25-8-702 of the Water Quality Control Act. The fees for site application and design reviews are set by statute and are based upon the type of project and associated, proposed hydraulic capacity. Because fees are set by statute, the Division cannot waive fees for site

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FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 7, 2020**

location or design review work that is required and performed in accordance with the statute and Regulation 22.

CDPHE will not place the site application for the WWTF expansion project in their queue for review until they receive the fee payment from the City. They do not have a deadline to do this; their review will not begin, however, until after the fee is paid.

The Process Design Report will be submitted by Burns McDonnell the week of July 6, 2020. CDPHE will not begin the review until the fee is paid.

It was moved by Tommy Holton and seconded by David Crespin to approve payment to Colorado Department of Public Health and Environment on an invoice for Waster Water Treatment Plant Site location application fee of \$14,396.00. Motion passed unanimously on roll call vote.

INFORMATION MEMORANDUM

IM 2020-001 Approval of Engineering Work Order with Jacobs

The 2019 agreement with Jacobs for plant operations included a provision of on-call engineering services to provide consultation, planning and design assistance to the City for various Projects at the Water Treatment Plan, Wastewater Treatment Plant, Collection System, Distribution System and related facilities. Public Works/Engineering would like to make use of this provision to assist with various specialty engineering decisions.

IM 2020-002 City Project for Consultant Claud Hanes to Proceed on Tied to a Grant Award From 2016

In 2020 Council approved funding for consultant work from Claud Hanes on special projects as needed from the City. An outstanding grant award from the Colorado Department of Parks and Wildlife intended for a shooting sports complex is a special project that Claud Hanes has the expertise to advise the City on. Mr. Hanes will be taking the lead on viability and additional funding options necessary to proceed with a possible shooting sports complex concept.

STAFF

There were no reports from staff.

MAYOR/COUNCIL REPORTS

There were no reports from the Mayor or Council.

FUTURE CITY EVENTS

July 10-11th Citywide Yard Sales

**RECORD OF PROCEEDINGS
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July 14th Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.

July 21st City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.

July 28th Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.

ADJOURNMENT

Mayor Stieber adjourned the meeting at 8:03 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 2020-132

APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WELD AND THE WELD COUNTY CLERK AND RECORDER CONCERNING THE ADMINISTRATION OF THE NOVEMBER 3, 2020 COORDINATED ELECTION WITH THE CITY OF FORT LUPTON

I. Agenda Date: Council Meeting – July 21, 2020

- II. Attachments:**
- a. Memorandum of Intergovernmental Agreement for Conduct of Coordinated Elections
 - b. Calendar of pertinent dates for the coordinated election

III. Summary Statement:

Colorado Revised Statutes §1-7-116 indicates if there are overlapping political subdivisions holding an election, a coordinated election is required. The City Council is placing ballot questions to be presented to the voters of Fort Lupton. The County Clerk is the coordinated election official primarily responsible for conducting the election on behalf of the participating subdivision. Notification was provided to the County Clerk of the City's intent to participate in a coordinated election. The City must also enter into an intergovernmental agreement, "IGA," with the Board of County Commissioners of Weld County and the Weld County Clerk and Recorder.

IV. Submitted by: _____
Mari Pena, City Clerk

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 County Clerk is the “coordinated election official” and is primarily responsible for conducting the election on behalf of the participating political subdivisions. The 1992 Act as amended provided that coordinated elections will be held pursuant to the “Uniform Election Code” and that there shall be an intergovernmental agreement, “IGA,” between the Board of County Commissioners of Weld County, the Weld County Clerk and Recorder and the participating political subdivisions. The City has notified the Weld County Clerk of the City’s intent to participate in the coordinated election, a minimum of 100 days before the election, no later than July 24, 2020 per C.R.S §1-7-116(5) and §1-1-106(5). Per C.R.S. §1-7-116(2), the last day to have the IGA signed, is August 25, 2020.

X. Legal/Political Considerations:

C.R.S. §1-7-116 states that coordinated elections are required for all overlapping political subdivisions that have conducted elections on the same date in November.

XI. Alternatives/Options:

1. Approve and sign the IGA.
2. Don’t approve the IGA.

XII. Financial Considerations:

On Page 2, Section 3 (g) of the IGA, states that the Jurisdiction must pay the sum of \$1.25 per registered elector eligible to vote in the Jurisdiction’s election as of November 3, 2020, with a \$200 minimum regardless of whether the election is actually held. A review of the voter registration list indicated there are 4,499 registered electors residing in the City of Fort Lupton resulting in an estimated cost of \$5,305.

This is a 2020 budgeted expenditure. The cost assessed by the County Clerk is based on the number of register voters.

XIII. Staff Recommendation:

Approve the Intergovernmental Agreement between the City of Fort Lupton, Board of County Commissioners of the County of Weld and the Weld County Clerk and Recorder for the conduct of the November 3, 2020, Coordinated Election.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

City of Fort Lupton, hereinafter referred to as "Jurisdiction," does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as "Commissioners," and the Weld County Clerk and Recorder, hereinafter referred to as "County Clerk," concerning the administration of the November 3, 2020, General Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter "Code"), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk's duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 3, 2020; and

WHEREAS, the Jurisdiction agrees to conduct a Coordinated Election with the County Clerk acting as the Coordinated Election Official; and

WHEREAS, the County Clerk is the "Coordinated Election Official," pursuant to C.R.S. §1-7-116, and is to perform certain election services in consideration of performances by the Jurisdiction of the obligations herein below set forth; and

WHEREAS, such agreements are authorized by statute at C.R.S. §§1-1-111(3), 1-7-116, and 29-1-203, et seq.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Jurisdiction encompasses territory within Weld County and _____ County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.
2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 3, 2020, General Election.
3. The Jurisdiction agrees to perform the following tasks and activities:
 - a. Conduct all procedures required of the clerk or designated election official for initiatives, referenda, and referred measures under the provisions of C.R.S. §§31-11-101 through 31-11-118.
 - b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petition; determine candidate eligibility; receive candidate acceptance of nominations; accept notice of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, and C.R.S. §1-4-501, C.R.S., and those portions of the Colorado Municipal Election Code of 1965, Article X of Title 31, as adopted by reference pursuant to C.R.S. §1-4-805.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- c. Establish order of names and questions for Jurisdiction's portion of the ballot and submit to the County Clerk in final form. The ballot content, including a list of candidates, ballot title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to C.R.S. §1-5-203(3)(a).
- d. Accept written comments for and against ballot issues pursuant to C.R.S. §§ 1-7-901 and Colorado Constitution Article 10, Section 20(3)(b)(v). Comments to be accepted must be filed by noon on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the Jurisdiction but only to the extent required pursuant to C.R.S. §1-7-903(3). The full text of any required ballot issue notices must be transmitted to and received by the County Clerk no later than 43 days prior to the election pursuant to C.R.S. §1-7-904. No portion of this Subsection 3(d) shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.
- e. Collect, prepare, and submit all information required to give notice pursuant to Colorado Constitution Article 10, Section 20(3)(b), the Taxpayer's Bill of Rights. Such information must be received by the County Clerk no less than 43 days prior to the election to give the County Clerk sufficient time to circulate the information to voters.
- f. Accept affidavits of intent to accept write-in candidacy up until close of business on the 64th day before the election, provide a list of valid affidavits received and forward them to the County Clerk pursuant to C.R.S. §1-4-1102(2).
- g. Pay the sum of \$1.25 per registered elector eligible to vote in the Jurisdiction's election as of November 3, 2020, with a \$200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. If the Jurisdiction cancels the election before its Section 20, Article X, the Taxpayer's Bill of Rights, notices are due to the County, and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses under this Subsection 3(g) (h). The Jurisdiction shall also be responsible for costs of recounts pursuant to C.R.S. §§1-10.5-107, 1-10.5-104, or 1-11-215, except for costs collected from an "interested party" pursuant to C.R.S. §1-10.5-106 which shall be collected by the entity conducting the recount.
- h. Designate an "election official" who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- i. By approval of this Agreement, any municipality thereby resolves to not use the provisions of the Colorado Municipal Election Code, except as otherwise set forth herein or as its use is specifically authorized by the Code.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- j. Mail ballot issue notices pursuant to C.R.S. §1-7-906(2) for active registered electors who do not reside within the county or counties where the political subdivision is located.
- k. Carry out all action necessary for cancellation of an election including notice pursuant to C.R.S. §1-5-208, and pay any costs incurred by the County Clerk within 30 days of receipt of an invoice setting forth the costs of the canceled election pursuant to C.R.S. §1-5-208(5).
- l. Jurisdiction shall verify as being accurate the list of registered elector's names and addresses previously forwarded to the Jurisdiction by the Weld County Clerk and Recorder's Office. By signing this Agreement, Jurisdiction represents that the list of registered elector's names and addresses has been reviewed by the Jurisdiction and is accurate. The Jurisdiction will promptly notify Adam Gonzales, the Weld County Election Manager (see contact information in 5(h)), of any changes to the information contained in said list.
- m. By September 4th, Jurisdiction shall notify all candidates to call the Election Office at 970-304-6525, ext. 3109, to leave a voice mail on how to pronounce the candidate's name and the office the candidate is seeking.

4. The County Clerk Agrees to perform the following tasks and activities:

- a. Except as otherwise expressly provided for in this Agreement, to act as the Coordinated Election Official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the Coordinated Election Official.
- b. Circulate the Taxpayer's Bill of Rights notice pursuant to Colorado Constitution Article X, Section 20.
- c. Circulate general Ballot Issues notices pursuant to C.R.S. §§ 1-7-905 and 1-7-906(1), and publish and post notice, as directed in C.R.S. §1-5-205.
- d. Designate the statutory required number of drop boxes during the election cycle. Designate not less than the statutory requirement of voter service and polling centers for early voting and election day.
- e. After Election Day, bill Jurisdiction for number of registered electors within the Jurisdiction as of Election Day; identify the members of the Board of Canvassers eligible for receiving a fee; and bill the Jurisdiction for the fees.
- f. Designate an employee of the Weld County Clerk and Recorder's Office, Election Division to act as a primary liaison or contact between the County Clerk and the Jurisdiction (see contact information in 5(h)).

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- g. The County Clerk shall appoint and train election judges and this power shall be delegated by the Jurisdiction to the County Clerk, to the extent required or allowed by law.
- h. Select and appoint a Board of Canvassers to canvass the votes, provided that the Jurisdiction, at its option, may designate one of its members and one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that Jurisdiction. If the Jurisdiction desires to appoint one of its members and an eligible elector to assist, it shall make such appointments, and shall notify the County Clerk in writing of such appointments not later than 15 days prior to the election. The County Clerk shall receive and canvass all votes, and shall certify the results in the time and manner provided and required by the Code. The County Clerk shall perform all recounts required by the Code.

5. Additional Provisions

- a. Time of the Essence.

Time is of the essence in this Agreement. The statutory time frames of the Code shall apply to the completion of the tasks required by this Agreement.

- b. Conflict of Agreement with Law.

This Agreement shall be interpreted to be consistent with the Code, provisions of Title 31 applicable to the conduct of elections, and the Colorado Election Rules contained in 8 C.C.R. 1505-1. Should there be an irreconcilable conflict between the statutes, this Agreement and the Colorado Election Rules, the statutes shall first prevail, then this Agreement and lastly the Colorado Election Rules.

- c. Right of Termination.

If Jurisdiction fails to accomplish its obligations, County is relieved of any further obligation under this agreement. Jurisdiction is fully responsible for any actions that result from its failure to meet its obligations.

- d. Liquidated Damages.

In the event that a Court of competent jurisdiction finds that the election for the Jurisdiction was void or otherwise fatally defective as a result of the sole negligence or failure of the County Clerk to perform in accordance with this Agreement or laws applicable thereto, then the County Clerk shall, as liquidated damage, not as a penalty, refund all payments made, pursuant to Subsection 3(g) of this Agreement and shall, if requested by the Jurisdiction, conduct the next Coordinated Election which may include any election made necessary by a defect in the election conducted pursuant to this Agreement with no fee assessed to the Jurisdiction. This remedy shall be the sole and exclusive remedy for damages available to the Jurisdiction under this Agreement.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

e. No Waiver of Privileges or Immunities.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§ 24-10-101 et seq., as applicable now or hereafter amended, or any other applicable privileges or immunities held by the parties to this Agreement.

f. No Third Party Beneficiary Enforcement.

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

g. Entire Agreement, Modification, Waiver of Breach.

This Agreement contains the entire Agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement and any attached exhibits shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, or subsequent, breach.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- h. Notice provided for in this Agreement shall be given by the Jurisdiction to the primary liaison designated according to section 4.f. above:

Adam Gonzales
Phone: (970) 400-3178
Fax: (970) 304-6566
Email: agonzales@weldgov.com
Address: PO Box 459, Greeley, CO 80632

Notice provided for in this Agreement shall be given to the Jurisdiction election official referred to in Subsection 3(h) of this Agreement by phone:

Designated Election Official for Jurisdiction: _____
Phone: _____
After hour phone number: _____
Additional Contact Information:
Fax: _____
E-mail: _____
Address: _____
_____.

DATED this _____ day of _____, 2020.

WELD COUNTY CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF WELD COUNTY

Carly Koppes, Clerk and Recorder

Mike Freeman, Chair

APPROVED AS TO FORM:

ATTEST: _____
Clerk to the Board of County Commissioners

County Attorney

Deputy Clerk to the Board

City of Fort Lupton
APPROVED AS TO FORM:

ATTEST:

Attorney for Jurisdiction (Signature)

Designated Election Official for Jurisdiction
(Signature)

2020 GENERAL ELECTION IMPORTANT DATES



Weld County will conduct a Mail Ballot election on November 3, 2020. The Intergovernmental Agreement (IGA) for this election is enclosed. Please sign and return it to the Weld County Clerk & Recorder by August 25, 2020.

Please submit your ballot content, candidates and questions, and ballot issue information on hard copy and one of the following (your information will be directly loaded onto the ballot from one of these):

1. as an E-Mail attachment (agonzales@weldgov.com)
2. on disk

We accept the **BALLOT** and **TABOR** information in **WORD** format. Please format the font to Arial 10.

The following is a calendar of important dates for you to remember this year:

- | | |
|----------|---|
| July 24 | Last day to notify the County Clerk that you will be participating in the General Election C.R.S. 1-7-116(5); 1-1-106(5) |
| Aug. 25 | Last day to sign IGA for General Election C.R.S. 1-7-116(2) |
| Sept. 4 | Last day for each Political Subdivision to certify ballot order and content to County Clerk C.R.S. 1-5-203(3)(a) |
| Sept. 4 | Jurisdiction shall notify all candidates to call the Election Office at 970-304-6525 ext. 3109 to leave a voice mail on how to pronounce the candidates name. Candidate should also state which race they are running for. |
| Sept. 21 | Final day for Designated Election Official (DEO) to submit ballot issue (pros/cons) information to County Clerk C.R.S. 1-7-904 |
| Oct. 2 | Last day for County Clerk to mail ballot issue information to all registered voters Article X Section 20(3)(b), C.R.S. 1-1-106(5) |
| Oct. 9 | First day ballots may be mailed to voters, expect UOCAVA voters. C.R.S. 1-7.5-107(3)(a) |
| Oct. 9 | First day 24-hour ballot boxes open. October 9th through November 3rd. |
| Oct. 14 | Last day for County Clerk to publish legal notice. C.R.S. 1-5-205(1)(a)-(d) |
| Oct. 19 | First day Voter Service and Polling Centers must be open C.R.S. 1-5-102.9(2) |
| Nov. 3 | ELECTION DAY!!!!!! (Service Centers open 7am-7pm) |

Unofficial election results will be available election night on our website – <http://www.weldgov.com>. If you have any questions, please do not hesitate to call.

Use this as a reference guide only. Always refer to the Colorado Constitution, Revised Statutes, and Secretary of State Rules for applicable provisions.

CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

AM 2020-135

APPROVE EMERGENCY REPAIRS TO THE PEARSON PARK WELL PUMPS TO QUALITY WELL AND PUMP FOR NOT TO EXCEED \$11,126.76

I. **Agenda Date:** Council Meeting – July 7, 2020

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

III. **Summary Statement:**

Approve emergency services contract for installation of a variable frequency drive motor on the Pearson Park Pump to Quality Well and Pump for \$11,126.76.

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:

Quality Well and Pump replaced the irrigation well column pipe and the irrigation well pump and motor. The previous work included replacement of the smaller pump that feeds the bathrooms. Quality Well and Pump believe that the gravel and sand in the well were caused by the hole in the column pipe and high-pressure water shooting out into the well casing.

In June of this year the pump failed again due to a pinched power line to the pump. The diagnosis is that when the pump motor starts, it jars the entire mechanism. The proposed solution is to install a variable frequency drive motor to the pump and ease the motor into operation and avoid the jarring motion of starts and stops on the pump. The VFD motor is also more energy efficient and will result in reduced power consumption for operations.

X. Legal/Political Considerations:

None

XI. Alternatives/Options:

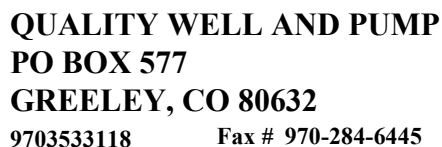
- *Approve the service contract award to Quality Well and Pump*
- *Obtain 3 quotes*
- *Do nothing*

XII. Financial Considerations:

The Utility Fund has \$23,887 available of the \$28,200 budgeted in well maintenance that can be used for this expenditure.

XIII. Staff Recommendation:

Staff recommends executing the services agreement with Quality Well and Pump for not to exceed \$11,126.76.



Date	Estimate #
6/3/2020	E20-424

Proposal Prepared by:
Mitchell Davee
mitchell@qualitywellandpump.com

The title to the merchandise and personal property covered by this invoice shall remain vested in Quality Well and Pump, LLC until the purchase price is paid in full. Customer agrees to pay a service charge computed at a periodic rate of 1.5% per month (18%APR) applied to all past due amounts after deducting current payments/credits.	Total	\$11,126.76
--	---------------------	---------------------------

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

Signature _____

CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

AM 2020-136

ADOPTING AN ORDINANCE TO ACCEPT PUBLIC RIGHT OF WAY FROM CESAR RODRIGUEZ GALLARDO FOR 1,216 FEET OF THE EASTERN PORTION OF COUNTY ROAD 25 ½

I. **Agenda Date:** Council Meeting – July 21, 2020

II. **Attachments:**

- a. Ordinance 2020-10XX
- b. Dedication of ROW

III. **Summary Statement:**

To accept the dedication of a 7.5 feet wide public Right of Way located east of the centerline of County Road 25 ½ approximately 1,216-feet along the frontage of the C&M Rodriguez Special Use Permit site plan, located in a part of the East Half of the Northeast Quarter Section of the Section 7, Township 2 North, Range 66 West of the Sixth Principal Meridian, from Cesar Rodriguez Gallardo.

IV. **Submitted by:** _____
Public Works Director

V. **Finance Reviewed** _____
Finance Director

VI. **Approved for Presentation:** _____
City Administrator

VII. **Attorney Reviewed** _____ Approved _____ Pending Approval

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

IX. Detail of Issue/Request:

The C&M Rodriguez Special Use Permit Site Plan was required to dedicate Right of Way along County Road 25.5 as part of the planning process (Project No. LUP2020-0008, Plan No. SPR2020-0001) approved with Resolution No. 2020R043 on April 21, 2020.

X. Legal/Political Considerations:

Not Applicable.

XI. Alternatives/Options:

- *Accept Dedication*
- *Do nothing*

XII. Financial Considerations:

Not applicable.

XIII. Staff Recommendation:

City staff recommends acceptance of the public Right-of-Way from Cesar Rodriguez Gallardo.

ORDINANCE NO. 2020-xxxx

INTRODUCED BY:

A ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE CESAR RODRIGUEZ GALLARDO PUBLIC RIGHT OF WAY DEDICATION FOR CR 25 ½ LOCATED IN A PART OF THE EAST HALF OF THE NORTHEAST QUARTER SECTION OF THE SECTION 7, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.

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

WHEREAS, Cesar Rodriguez Gallardo, has this day filed with the City of Fort Lupton, Colorado (the "City"), its dedication of certain real estate, which Dedication is hereinabove set forth:

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

THIS RIGHT OF WAY IS CREATED AND GRANTED THIS 21st DAY OF JULY 2020.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 21st Day of July 2020.

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

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

PUBLISHED BY TITLE ONLY the ____ day of ____ 2020.

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

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

DEDICATION OF PUBLIC RIGHT OF WAY

The undersigned being the fee simple owner of all the real estate described herein, for good and valuable consideration, does hereby grant and dedicate to the City of Fort Lupton, Weld County, Colorado, on and behalf of and for the public, for use as right-of-way for public purposes, the following described real estate situated in Weld County, Colorado, the portion of County Road 25 ½ right of way being dedicated more particularly described on Exhibit A, and as shown on the sketch, attached hereto and made a part hereof.

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

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

THIS RIGHT OF WAY CREATED AND GRANTED THIS 12 DAY OF June, 2020.

LAND OWNER/GRANTOR:

Julio Rodriguez
C & M Rodriguez Services, Inc.
Cesar Rodriguez Gallardo

Julio Rodriguez as Durable Power of Attorney for Cesar Rodriguez-Gallardo

Attested to:

[Signature]
Notary

STATE OF COLORADO)
)SS.
COUNTY OF WELD)

Subscribed and sworn to before me this 12th day of June, 2020 by Cesar Rodriguez Gallardo

Julio Rodriguez

Witness my hand and official seal.

KARILYN BAUGHMAN NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20174032330 MY COMMISSION EXPIRES AUGUST 1, 2021

NOTARY PUBLIC

EXHIBIT "A"

A 12.5 FOOT STRIP OF LAND ALONG THE WESTERLY SIDE OF LOT B, RECORDED EXEMPTION NO. 1309-07-1 RE-4015 RECORDED MARCH 22, 2007 AS RECEPTION NO. 3463669, LOCATED IN THE EAST 1/2 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: CONSIDERING THE WEST LINE OF THE E 1/2 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 66 WEST OF THE 6TH P.M., TO BEAR NORTH 00°36'04" WEST BETWEEN A FOUND 2 1/2" ALUM. CAP PLS 27269 ON THE SOUTH END AND A FOUND 2 1/2" ALUM. CAP PLS 27269 ON THE NORTH END, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE NW CORNER OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 66 WEST; THENCE ALONG THE NORTH LINE OF THE EAST 1/2 OF THE NE 1/4 OF SAID SECTION 7, N 87°40'49" E FOR A DISTANCE OF 30.02 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF COUNTY ROAD 25.5 SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ON SAID NORTH LINE N 87°40'49" E FOR A DISTANCE OF 12.51 FEET; THENCE DEPARTING SAID NORTH LINE ON A LINE PARALLEL WITH SAID EAST RIGHT OF WAY LINE, S 00°36'04" E FOR A DISTANCE OF 1216.09 FEET TO A POINT ON THE SOUTH LINE OF LOT B OF RE-4015; THENCE ALONG SAID SOUTH LINE, N 46°14'01" W FOR A DISTANCE OF 17.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 25.5; THENCE ALONG SAID EAST RIGHT OF WAY LINE, N 00°36'04" W FOR A DISTANCE OF 1203.48 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 0.35 ACRES MORE OR LESS.

DESCRIPTION PREPARED BY:

GARY K. HAMMER PLS 24307

FOR AND BEHALF OF

HAMMER LAND SURVEYING, INC.

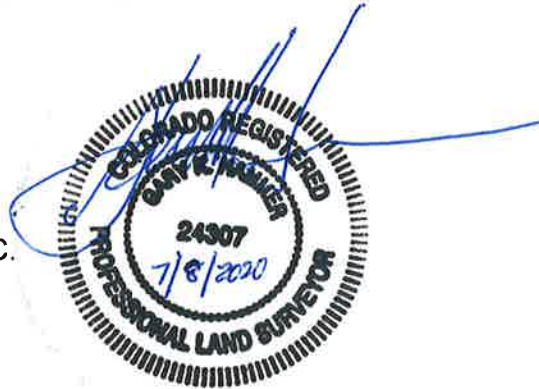
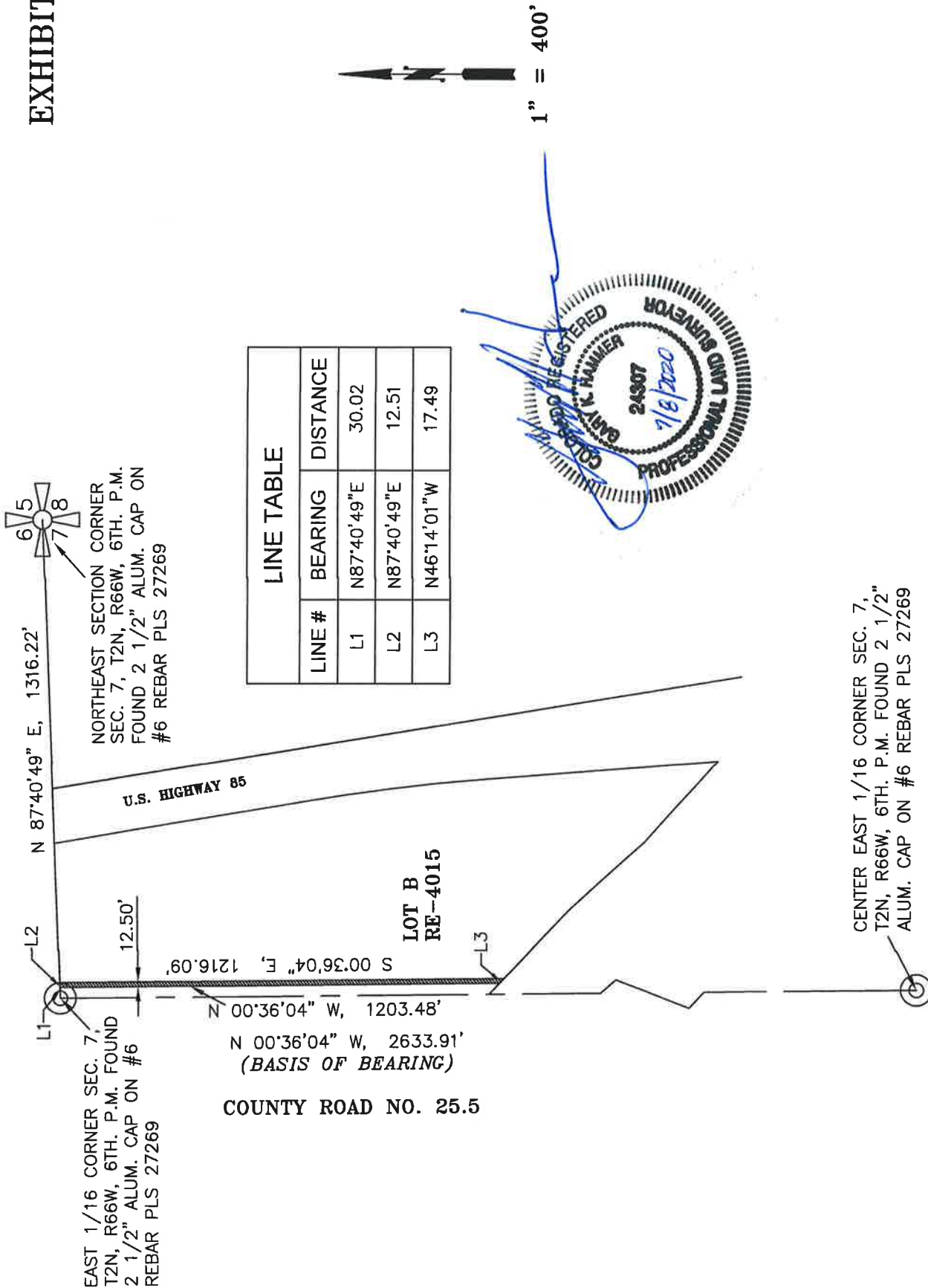


EXHIBIT A



HAMMER LAND SURVEYING, INC.
3050 67TH AVENUE, SUITE 200
GREELEY, COLORADO 80634
970-535-9318

CLIENT: AGPROFESSIONALS
3050 67TH AVE. SUITE 200
GREELEY, CO. 80634

SECTION 7, TOWNSHIP 2 NORTH, RANGE 66 WEST,
6TH P.M. COUNTY OF WELD
STATE OF COLORADO

DATE: 6/24/2020

PROJECT: 1322-06

DURABLE POWER OF ATTORNEY FOR FINANCIAL MATTERS

I, Cesar Rodriguez-Gallardo, also known as Cesar Rodriguez, of Larimer County, Colorado, am creating this Durable Power of Attorney under the laws of the State of Colorado. I revoke all Powers of Attorney previously granted by me as Principal and terminate all agency relationships created by me except:

powers granted by me under any Health Care Power of Attorney;

powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory; and

powers granting access to a safe-deposit box.

I designate **Julio Rodriguez** as my attorney in fact and agent in my name and for my benefit.

I grant my Attorney in Fact the powers described in this Durable Power of Attorney so that my Attorney in Fact may act on my behalf and may do everything necessary to exercise the powers listed herein.

1. General Grant of Power. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible or any interest therein, now owned or hereafter acquired by me, whether alone, as a tenant in common, a joint tenant, community property or otherwise, including by way of example but without limitation full power and authority to hold, retain, invest, reinvest and manage without diversification as to kind, amount, or risk of nonproductivity in realty or personalty and without limitation by statute or rule of law; partition, sell, exchange, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, encumber, abandon, borrow, loan, contract, hold in nominee form, continue businesses, carry out agreements, deal with himself/herself, other fiduciaries of mine and organizations in which any such fiduciaries may have an interest; establish reserves, release powers, pay debts, abandon, settle or contest claims; and exercise all the powers conferred on fiduciaries by the Colorado Fiduciaries' Powers Act, as hereafter amended or replaced; and including by way of example, but without limitation, the following specifically enumerated powers. I grant to my agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted. Without limitation, my agent shall have the power and authority:

a. Powers of Collection and Payment. To forgive, request, demand, sue for, recover, collect, receive and hold all sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, securities, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social

security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible and tangible, and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, me or in which I have or may hereafter acquire an interest; to have, use, and take and exercise all lawful means and equitable and legal remedies and proceedings in my name for the collection, recovery and protection thereof, and to adjust, sell, settle, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;

b. Power to Make Distributions. To distribute to or for my benefit or to or for the benefit of any person determined by my agent to be dependent on me such amount or amounts of my property and/or the income therefrom as my agent, in my agent's sole discretion, shall determine;

c. Power to Acquire and Sell. To acquire, purchase, exchange, lease, encumber, grant options to sell, and sell and convey, on such terms and conditions as my agent shall deem proper, any real or personal property, tangible or intangible, or interests therein, now owned or hereafter acquired by or for me. Without limiting the generality of the foregoing, my agent is specifically authorized to exercise the powers set forth in this instrument with respect to the real property described on Exhibit "A" attached hereto.

d. Management Powers. To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, upon such terms and conditions as my agent shall deem proper;

e. Power to Hire and to Pay for Services. To retain such accountants, attorneys, consultants, clerks, employees, workmen, or other persons as my agent shall deem appropriate in connection with the management of my property and affairs and to make payments from my assets for the charges of such persons so employed;

f. Banking Powers. To open and maintain any type of accounts or certificates, including retirement accounts, in my name and/or in the name of my agent in banks, savings and loan associations and other financial institutions; to direct any pension fund, insurance or annuity company, the United States Social Security Administration, or any other party making payments to me to make such payments directly to a financial institution for direct deposit into any such account; to instruct any financial institution to accept and deposit any such payment so made; to make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations and other institutions;

g. Motor Vehicles. To apply for, acquire and hold certificates of title upon any automobile, truck, pickup, van, trailer, motor home, boat, motorcycle or other motor vehicle in my name and/or in the name of my agent, and endorse and transfer title thereto, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

h. Business Interests. To conduct or participate in any lawful business of whatever nature for me and in my name, execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options;

i. Tax Powers. To execute Federal Tax Form 2848 or any power of attorney form required by the Internal Revenue Service, including covering any tax years; to prepare sign and file federal, state, or local income, gift, other tax returns of all kinds, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, ruling requests, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, including, without limitation, receipts, offers, waivers, consents (including, but not limited to, consents and agreements under IRC section 2032A, or any successor section thereto), closing agreements and any power of attorney form required by the Internal Revenue Service, state taxing authority, or other taxing body with respect to any tax period; to consent to extension of any limitation of action relating to assessments; to pay taxes due, collect refunds, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service, state taxing authority, or other taxing body; to exercise any election I may have under federal, state, or local tax law; and generally to represent me in all tax matters and proceedings of all kinds and for all periods before or after the date of this delegation, before all offices and officers of the Internal Revenue Service, state taxing authority, and any other taxing body. I authorize my agent to substitute a representative and to delegate authority to a new representative and to retain and discharge professional counsel.

j. IRA and Employee Benefit Plans. To create and contribute to an employee benefit plan for my benefit and to select or change any payment options I have selected under any IRA or employee benefit plan in which I am a participant (including plans for self-employed individuals). To also make "roll-overs" of plan benefits into other retirement plans, apply for and receive payments, and benefits, and waive rights given to non-employee spouses under state or federal law.

To invest and reinvest the assets of any IRA or employee benefit plan in which I am a participant (including a plan for a self-employed individual), and to borrow money and purchase assets therefrom and sell assets thereto, if authorized by any such plans.

To make and change any beneficiary designations in favor of my living trust, whether revocable or irrevocable, and to consent and/or waive consent in connection with the designation of beneficiaries and the selection of joint and survivor annuities under any employee benefit plan.

k. Safe Deposit Boxes. To have access at any time or times to any safe deposit box rented by me, whether alone or jointly with any other person or persons, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to

exercise this power;

l. Bonds. To buy, purchase, acquire, sell, redeem, cash, collect or otherwise liquidate any bonds, now owned or hereafter acquired by me or on my behalf, including any corporate, municipal or United States Government bonds of any type or series, and to receive the proceeds therefrom and give receipt therefore in my name and on my behalf, and to do all things and take such actions as may be required, necessary or convenient to accomplish the foregoing;

m. Stock and Brokerage Accounts. To deal with and in any stock and brokerage accounts in any manner and to buy, sell, exchange, encumber, assign and transfer, execute stock powers, gift, invest in, manage and administer any stock or brokerage account or interest therein that I now own or may hereafter acquire, upon such terms and conditions as my agent shall deem proper, including the right to deal with and in any cash management funds with any stock or brokerage account which I may now have or may hereafter acquire. I further empower my agent to vote any shares of stock at any and all meetings of stockholders, including the right to waive notice of such meetings, and to execute any and all documents in connection with said stock, and to exercise any and all powers which may be exercised thereunder, including the execution of proxies;

n. Power to Create, Fund, Amend and Terminate Trusts. To execute a revocable trust agreement with such trustee or trustees as my agent shall select which trust shall provide that all income and principal shall be paid to me, to some person for my benefit or applied for my benefit in such amounts as I or my agent shall request or as the trustee or trustees shall determine, and that on my death any remaining income and principal shall be paid to my personal representative, and that the trust may be revoked or amended by me or my agent at any time and from time to time; provided, however, that any amendment by my agent must be such that by law or under the provisions of this instrument such amendment could have been included in the original trust agreement; to deliver and convey any or all of my assets to such trust; to deliver and convey any or all of my assets to the trustee or trustees thereof; to add any or all of my assets to a revocable trust already in existence at the time of the creation of this instrument or created by me at any time thereafter.

o. Power to Disclaim, Renounce, Release or Abandon Property Interests. To renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession; to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trust (including the right to alter, amend, revoke or terminate) and to exercise any right to claim an elective share in any estate or under any will, and in exercising such discretion, my agent may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property.

p. Power to Make Gifts. To make gifts, grants or other transfers without consideration either outright or in trust consistent with my prior pattern of giving (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) or

any other legitimate estate planning purpose, to such persons or organizations as my agent shall select.

q. Qualification for Public Benefits. Additionally, to make gifts without said limitation as to amounts in order to facilitate my qualifying for the receipt of government benefits for my long-term health care and nursing-home needs. Such gifts shall be irrevocable, and my agent is authorized to make such gifts as long as my long-term care is reasonably provided for by my agent from the assets subject to this power or otherwise, during the time period I would be disqualified from receiving long-term care and/or medical assistance under the State of Colorado or any other state "Medicaid" program, Veterans program, or other public-assistance program. Any gifts made pursuant to this paragraph are to be made to those individuals who would take my assets pursuant to my then-existing testamentary plan or, if I have no existing testamentary plan, according to the Intestate Laws of the State of Colorado. Any gifts may be made outright or in trust. Any gifts made pursuant to this paragraph by my agent may also include a gift to my agent as long as the gift is made in the same manner as my established estate plan, if I have one, or pursuant to the Intestate Laws of the State of Colorado. Notwithstanding the provisions of this paragraph, the authority granted to my agent shall be limited so as to prevent this power of attorney (1) from causing my agent to be taxed on my income, (2) from causing my estate to be subject to a general power of appointment by my agent, and (3) from causing my agent to have any incidents of ownership with regard to any life insurance policies on the life of my agent. If necessary, I hereby appoint the successor agent as a Special Agent for the sole purpose of making gifts to my agent under this paragraph. My Special Agent shall be bound by all of the terms and conditions of this paragraph.

r. Power to Nominate Conservator. In the event it should become necessary for a court to appoint a Conservator of my estate, pursuant to the provisions of C.R.S. §15-14-413(1)(b) & (c) and any successor statutes, I appoint my Agent to serve as Conservator, and request that the Court find pursuant to the provisions of C.R.S. §15-14-415 that my Agent shall serve without bond, because that is my informed request. In the event that the Court requires bond, I request that the Court set it as low as possible, and in any event not in the amount usually required under C.R.S. §15-14-415.

Neither my Agent nor any Conservator shall make, amend or revoke my Last Will and Testament or my Revocable Living Trust, notwithstanding any contrary provisions of C.R.S. §15-14-411.

s. General Documents. To make, receive, sign, endorse, apply for, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, licenses of any nature, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants; evidence of interest or interests in any partnerships owned by me in any corporations, partnerships, joint ventures or business associations; commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in

writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

1. Power to Manage Digital Assets. To access, modify, control, archive, transfer, and delete my digital assets. Digital assets include my sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances.

My digital assets may be stored in the cloud or on my own digital devices. My agent may access, use, and control my digital devices in order to access, modify, control, archive, transfer, and delete my digital assets—this power is essential for access to my digital assets that are only accessible through my digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar hardware that currently exists or may be developed as technology advances.

2. HIPAA Release Authority. I intend for my agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164. I authorize:

a. Health Care Provider. Any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health care provider, any insurance company and the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services.

b. Release. To give, disclose and release to my agent, without restriction,

c. Access to all Medical Records. All of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, to include all information relating to the diagnosis and treatment of physical illness, mental illness and drug or alcohol abuse.

The authority given my agent shall supersede any prior agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my agent has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

3. Interpretation. This instrument is to be construed and interpreted as a Durable POWER OF ATTORNEY. It shall not terminate in the event of my incapacity and shall serve until my death. The enumeration of specific powers herein is not intended to, nor does it, limit

or restrict the general powers granted to my agent. This instrument, and the powers and authority of my agent hereunder, shall be governed by and construed in accordance with the laws of the State of Colorado.

4. No Bond. I direct that my agent not be required to give bond in any jurisdiction. If, notwithstanding this direction, any bond is required by any law, statute, rule of court or otherwise, I direct that no sureties be required. I further direct that my assets, when subject to this power of attorney, not be subject to supervised administration.

5. Reimbursement. My agent shall be entitled to reimbursement for any expense reasonably incurred in performing services pursuant to this Durable Power of Attorney.

6. Third-Party Reliance. Third parties may rely upon the representations of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power. Third parties may rely on photostatic copies or other reproductions of this Durable Power of Attorney.

7. Support Obligations and Life Insurance on Life of Agent. Notwithstanding any other provision of this Durable Power of Attorney, my agent shall have no rights or powers hereunder with respect to any policy of insurance, owned by me, insuring the life of my agent, and shall make no distribution hereunder in discharge of an obligation of my agent to support any person.

8. Fiduciary Powers. Notwithstanding any other provision of this Durable Power of Attorney, my agent shall have no rights or powers hereunder with respect to any act, power, duty, right or obligation, relating to any person, matter, transaction or property, owned by me or in my custody as a trustee, custodian, personal representative or other fiduciary capacity.

9. Successor Agent. If Julio Rodriguez ceases to act as my agent due to death, incapacity or resignation, then Maria Gabriela Zavala Lara shall act as my attorney in fact and agent for this Durable Power of Attorney for Financial Matters.

10. Effective Upon Execution. This Power of Attorney shall become effective upon signing and shall not be affected by my disability or incapacity to act, and shall continue in full force and effect during any period for which I am disabled or incapacitated. Disabled or incapacitated means I am unable to manage my property and affairs effectively for reasons such as age, mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power, absence or disappearance, explained or unexplained. Furthermore, this Power of Attorney shall be effective even if I am deceased, until such time as the fact of my death is confirmed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on June _____, 2020.

Cesar Rodriguez Gallardo
Cesar Rodriguez Gallardo, Principal

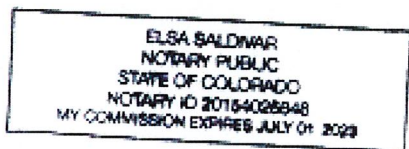
STATE OF COLORADO

COUNTY OF Weld

)
) ss.
)

The foregoing Durable Power of Attorney for Financial Matters was acknowledged before me this 3rd day of June, 2020 by Cesar Rodriguez-Gallardo.

Witness my hand and official seal.



[Signature]
Notary Public
My commission expires: July 1, 2023

Acceptance by Agent:

The undersigned agent hereby accepts the delegation of authority set out in this Durable Power of Attorney for Financial Matters.

_____, Agent

CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

AM 2020-131

APPROVE THE BOYS AND GIRLS CLUB OF WELD COUNTY 2020 FUNDING FOR AN AMOUNT NOT TO EXCEED \$50,000

I. **Agenda Date:** Council Meeting – July 20, 2020

II. **Attachments:**

- a. Invoices
- b. Fort Lupton Clubhouse Financials

III. **Summary Statement:**

The Boys & Girls Club has requested the \$50,000 operational funding for 2020.

IV. **Submitted by:** _____
Leann Perino, Finance 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:

In during the 2020 budget process council approved \$50,000 to fund operations with a review and possible \$50,000 of additional funding mid-year.

Boys & Girls Club of Weld County has completed its 2019 audit and provided the audited financial statements and the un-audited break out of the Fort Lupton Club expenses.

X. Legal/Political Considerations:

None

XI. Alternatives/Options:

Do not approve funding for Boys and Girls Club operating

XII. Financial Considerations:

The general fund has \$50,000 budgeted in the legislative department's donations account for the Boys and Girls Club operations.

XIII. Staff Recommendation:

Approve the payment of \$50,000 to the Boys and Girls Club of Weld County for the operations of the Fort Lupton Clubhouse



BOYS & GIRLS CLUBS
OF WELD COUNTY

Invoice

PO Box 812
Greeley, CO 80632

Date	Invoice #
5/26/2020	4723

Bill To

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

Ship To

P.O. Number

Terms

Due Date

5/26/2020

Quantity	Item Code	Description	Price Each	Amount
	Restricted Governm...	Funding for the Fort Lupton Club House 2020	50,000.00	50,000.00

For questions please contact Heather at
970-573-6728 or hhenry@bgcweld.org.

Total \$50,000.00

Phone #

Fax #

970-353-1278

970-353-1279

Payments/Credits \$0.00

Balance Due \$50,000.00

Boys & Girls Clubs of Weld County, Inc.

Financial Statements

December 31, 2019 and 2018



Boys & Girls Clubs of Weld County, Inc.

Contents

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Statements of Activities	4
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Statements of Cash Flows	6
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Independent Auditor's Report

Board of Directors
Boys & Girls Clubs of Weld County, Inc.
Greeley, Colorado

We have audited the accompanying financial statements of the Boys & Girls Clubs of Weld County, Inc., a nonprofit corporation (the "Organization"), which comprise the statements of financial position as of December 31, 2019 and 2018, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the financial statements referred to above, present fairly, in all material respects, the financial position of the Boys & Girls Clubs of Weld County, Inc. as of December 31, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

The COVID-19 outbreak in 2020 (see Note 8) has caused business disruption in a variety of industries, markets and geographic regions, which has resulted in considerable uncertainty as to the financial impact and duration, which cannot be reasonably estimated at this time. Our opinion is not modified with respect to this matter.

ACM LLP

Greeley, Colorado
May 28, 2020

Boys & Girls Clubs of Weld County, Inc.

Statements of Financial Position

<i>December 31,</i>	2019	2018
Assets		
Current assets:		
Cash and cash equivalents	\$ 1,234,987	\$ 1,548,303
Contributions receivable, net of allowance	267,912	130,811
Promises to give, current	1,000	7,700
Grants receivable	-	29,968
Prepaid insurance	-	12,592
Total current assets	1,503,899	1,729,374
Long-term assets:		
Property and equipment:		
Buildings and improvements	4,165,659	4,157,022
Equipment and furniture	314,776	312,200
Vehicles	391,008	383,473
Land	76,251	76,251
	4,947,694	4,928,946
Less: accumulated depreciation	2,766,292	2,585,866
Property and equipment, net	2,181,402	2,343,080
Promises to give, net of current portion	1,500	2,000
Total assets	\$ 3,686,801	\$ 4,074,454
Liabilities and net assets		
Current liabilities:		
Accounts payable	\$ 24,489	\$ 44,798
Accrued liabilities	100,394	121,584
Other liabilities	8,489	2,943
Total current liabilities	133,372	169,325
Commitments and Contingencies		
Net assets:		
Without donor restrictions		
Undesignated	863,510	822,313
Invested in property and equipment	2,181,402	2,343,080
Total without donor restrictions	3,044,912	3,165,393
With donor restrictions	508,517	739,736
Total net assets	3,553,429	3,905,129
Total liabilities and net assets	\$ 3,686,801	\$ 4,074,454

The accompanying notes are an integral part of these financial statements.

Boys & Girls Clubs of Weld County, Inc.

Statements of Activities

Years Ended December 31,	2019			2018		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues, gains and other support:						
Grants and contributions:						
Grants and contributions	\$ 1,019,583	\$ 436,929	\$ 1,456,512	\$ 767,826	\$ 514,857	\$ 1,282,683
United Way	8,319	58,048	66,367	7,261	51,096	58,357
In-kind contributions	98,393	-	98,393	149,934	-	149,934
Event revenues and expenses:						
Auction revenues	295,446	-	295,446	278,851	-	278,851
Calf auction revenues, net	177,978	-	177,978	162,727	-	162,727
Other event revenues	62,935	-	62,935	-	-	-
In-kind donation expense	(98,393)	-	(98,393)	(149,934)	-	(149,934)
Membership registration fees	33,962	-	33,962	40,618	-	40,618
Miscellaneous fundraising revenue	19,495	-	19,495	53,692	-	53,692
Oil and gas royalties	13	-	13	95	-	95
Investment earnings, net	1,378	-	1,378	(132)	-	(132)
Net assets released from restrictions	726,196	(726,196)	-	918,635	(918,635)	-
Total revenues, gains and other support	2,345,305	(231,219)	2,114,086	2,229,573	(352,682)	1,876,891
Expenses:						
Program services	1,905,106	-	1,905,106	1,886,736	-	1,886,736
Supporting services:						
General and administrative	306,290	-	306,290	304,121	-	304,121
Fundraising	254,390	-	254,390	222,934	-	222,934
Total expenses	2,465,786	-	2,465,786	2,413,791	-	2,413,791
Change in net assets	(120,481)	(231,219)	(351,700)	(184,218)	(352,682)	(536,900)
Net assets at beginning of year	3,165,393	739,736	3,905,129	3,349,611	1,092,418	4,442,029
Net assets at end of year	\$ 3,044,912	\$ 508,517	\$ 3,553,429	\$ 3,165,393	\$ 739,736	\$ 3,905,129

The accompanying notes are an integral part of these financial statements.

Boys & Girls Clubs of Weld County, Inc.

Statements of Functional Expenses

<i>Years Ended December 31,</i>	2019				2018			
	Program Services	General and Administrative	Fund Raising	Total	Program Services	General and Administrative	Fund Raising	Total
Personnel expenses:								
Salaries	\$ 1,077,160	\$ 138,881	\$ 113,534	\$ 1,329,575	\$ 1,100,371	\$ 136,949	\$ 100,897	\$ 1,338,217
Payroll taxes	116,087	9,462	8,817	134,366	119,565	10,022	7,911	137,498
Employee benefits	98,681	13,020	12,637	124,338	87,839	18,058	13,654	119,551
Pension plan contributions	48,399	15,874	230	64,503	(11,711)	-	-	(11,711)
Total personnel expenses	1,340,327	177,237	135,218	1,652,782	1,296,064	165,029	122,462	1,583,555
Other expenses, before depreciation:								
Occupancy costs	137,046	38,138	18,905	194,089	127,189	35,395	17,545	180,129
Program costs	176,557	-	-	176,557	216,077	-	-	216,077
Professional fees	-	29,858	-	29,858	-	40,465	-	40,465
Travel	35,095	9,766	4,841	49,702	42,617	11,860	5,878	60,355
Office expenses	26,885	7,482	3,709	38,076	32,279	8,983	4,453	45,715
Dues and subscriptions	6,405	279	21,162	27,846	8,211	357	27,130	35,698
Miscellaneous	26,374	-	48,979	75,353	13,264	-	24,633	37,897
Member awards	5,832	1,623	805	8,260	4,225	1,176	582	5,983
Conferences and meetings	3,556	990	490	5,036	5,069	1,411	699	7,179
Total other expenses	417,750	88,136	98,891	604,777	448,931	99,647	80,920	629,498
Total expenses before depreciation	1,758,077	265,373	234,109	2,257,559	1,744,995	264,676	203,382	2,213,053
Depreciation	147,029	40,917	20,281	208,227	141,741	39,445	19,552	200,738
Total expenses	\$ 1,905,106	\$ 306,290	\$ 254,390	\$ 2,465,786	\$ 1,886,736	\$ 304,121	\$ 222,934	\$ 2,413,791

The accompanying notes are an integral part of these financial statements.

Boys & Girls Clubs of Weld County, Inc.

Statements of Cash Flows

<i>Years Ended December 31,</i>	2019	2018
Cash flows from operating activities		
Change in net assets	\$ (351,700)	\$ (536,900)
Adjustments to reconcile changes in net assets to net cash flows from operating activities:		
Depreciation	208,227	200,738
Disposal of property and equipment	(27,694)	-
Decrease (increase) in:		
Contributions receivable	(137,101)	89,414
Grants and promises to give	37,168	43,303
Prepaid expenses	12,592	(2,861)
Increase (decrease) in:		
Accounts payable	(20,309)	(27,535)
Accrued other liabilities	(15,644)	(6,124)
Net cash flows used in operating activities	(294,461)	(239,965)
Cash flows from investing activities		
Purchase of property and equipment	(18,855)	(19,781)
Net cash flows used in investing activities	(18,855)	(19,781)
Net change in cash and cash equivalents	(313,316)	(259,746)
Cash and cash equivalents at beginning of year	1,548,303	1,808,049
Cash and cash equivalents at end of year	\$ 1,234,987	\$ 1,548,303

The accompanying notes are an integral part of these financial statements.

Boys & Girls Clubs of Weld County, Inc.

Notes to Financial Statements

1. NATURE OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Nature of the Organization

Boys & Girls Clubs of Weld County, Inc. (the “Organization”), is a nonprofit organization established under the laws of the State of Colorado, to inspire and enable youth to reach their full potential as productive, responsible, and caring citizens. The Organization serves young people ages 6 to 18 years old and conducts its activities from eight different Service Centers throughout Weld County, Colorado: Jerry Pawl Clubhouse, Salida del Sol Clubhouse (combined with the Jerry Pawl Clubhouse effective December 1, 2018), the Teen Center, Monfort Clubhouse, Madison Clubhouse, Galeton Clubhouse, Art & Martie Barker Clubhouse, and Fort Lupton Clubhouse. The following provides information relating to the programs offered:

Academic Success: programs enable youth to become more proficient in basic educational disciplines and inspire youth to find a passion for education through targeted programs and activities. Programs including Project Learn help members to complete homework, utilize online education resources, and improve STEM (Science, Technology, Engineering, and Math) and other 21st century necessary skills.

Fine Arts: programs encourage members to step outside of their comfort zones by exploring their creative side. Programs range from Visual Arts: including drawing, painting, pottery, and photography, to Performing Arts: including dance, theater, and music. Members are encouraged to explore different art mediums and are given the tools and materials to be creative, while being instructed by knowledgeable and nurturing staff that make them feel as comfortable as possible to try new things.

Good Character and Citizenship: programs empower youth to support their local Club and community, and develop a positive self-image through team building programs and exercises. Youth of the Year, Keystone & Torch Clubs, and Junior Staff are all programs that promote and celebrate service to Club, community, and family. The Youth of the Year program captures the journey of high school aged members by highlighting their academic performance, their moral character, their life goals, and their ability to speak publicly with grace and poise. The Keystone Club is a high school leadership Club that allows youth to elect peer officers, participate in Club and community service projects, and learn about small business and entrepreneurial concepts as they raise money for activities throughout the year. Torch Club is an introductory version of the same Club where members ages 10-12 are encouraged to plan Club service projects to make their Club and community a better place. The Junior Staff program is an employment readiness program that gives teen members their very first professional role in a familiar Club environment.

Healthy Lifestyles: programs engage youth in positive behaviors that nurture their own well-being. SMART (Skills Mastery and Resistance Training) Moves programs engage youth in various activities designed to hone their decision-making and critical-thinking skills, all while teaching youth to resist alcohol, tobacco, and other drugs. Other Healthy Lifestyles programs include SPARK, a physical education program that strives to improve the health of members and promotes teaching lifelong wellness.

Boys & Girls Clubs of Weld County, Inc.

Notes to Financial Statements

Family Support Services: As an after school and summer program, the Organization strives to be a support system for children and teens who face tremendous obstacles. The Organization wants to exist as an extended family to these youth, giving them resources to succeed. With the realization that the Organization could be better equipped to serve youth, the Organization have added a licensed therapist to the staff through North Range Behavioral Health, giving therapy, tools, and support for families who are in crisis or that need additional care. This position is designed to help transform the organization through expert advice, trainings for direct service staff, and assistance in creating new policies that will better serve the holistic needs of each child or teen.

Financial Statement Presentation

The Organization's financial statements are prepared on the accrual basis and accordingly, reflect all significant receivables, payables, and other liabilities. Financial statement presentation follows accounting principles generally accepted in the United States of America ("GAAP") promulgated by the Financial Accounting Standards Board ("FASB"). Under these principles, the Organization is required to report information regarding its financial position and activities according to two classes of net assets: without donor restrictions and with donor restrictions.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Organization considers all highly liquid investments, including certificates of deposits, available for current use, which are neither restricted by donors nor held for long-term purposes, to be cash equivalents.

Promises to Give

Unconditional promises to give are multiple year pledges made by donors. Promises to give that are expected to be collected within one year are recorded at the amount pledged. Promises to give that are expected to be received after one year should be recorded at net realizable value, however the adjustment for the present value of their expected future cash flows was not material to the financial statements. Accordingly, no adjustments were made. Conditional promises to give are not included as support until the conditions are substantially met.

Boys & Girls Clubs of Weld County, Inc.

Notes to Financial Statements

Subsequent to initial recognition, management uses the allowance method to determine the uncollectible amounts. The allowance is based upon assessment of the current economic environment, historical collection experience, and analysis of subsequent events. The Organization has determined that allowance of \$1,379 was necessary as of December 31, 2019. It is reasonably possible that the actual collections could differ from the estimate.

Revenue, Gains and Support

Major sources of revenue are generated as follows: contributions from individuals, businesses, trusts and foundations, United Way allocations, grants, net proceeds from events, such as the annual raffle and auction, calf auction, and other fund-raising events; and membership registration fees.

Contributions Revenue and Receivables

Contributions are recognized when the donor transfers cash or other assets, or makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are recorded as net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions. Contributions with donor restrictions received in the year the restriction is satisfied are recorded as net assets without donor restrictions in the statements of activities.

Grant Revenue and Receivables

The Organization records grant revenues over the period of the award and the provisions of the grant determine the timing of revenue recognition. Revenue derived from cost reimbursable grants is recognized as allowable costs are incurred. Reimbursement for costs incurred, not yet received, is included in grants receivable. Grant expenses are recognized when incurred.

Membership Registration Fees

The Organization recognizes revenue from membership registrations fees and ticket sales at the time of registration, which is when the performance obligation is met. This is a one time registration fee for the registration of new members.

Event Registration

The Organization records special events revenue equal to the fair value of direct benefits to donors, and contribution income for the excess received when the event takes place. Revenue is recognized when the performance obligation is met, which is when event occurs. Amounts received prior to meeting the performance obligations are recorded as deferred revenue. As of December 31, 2019 and 2018, there was no deferred revenue.

Concentrations of Credit Risk

Financial instruments, which potentially subject the Organization to concentrations of credit risk, consist of cash accounts and receivables.

Boys & Girls Clubs of Weld County, Inc.

Notes to Financial Statements

The Organization places its temporary cash accounts with financial institutions that are insured by the Federal Deposit Insurance Corporation (“FDIC”) and considered by management to be high-quality and creditworthy. The Organization had \$772,058 in excess of federally insured limits as of December 31, 2019. The Organization has not experienced any losses in any of these accounts.

Credit risk, with respect to receivables, is considered low due to past experience and the reputations of major contributors. Two donors individually comprised 10% or more of contributions receivable, and collectively comprised 47% of total contributions receivable at December 31, 2019. Two donors individually comprised 10% or more of contributions receivable, and collectively comprised 43% of total contributions receivable at December 31, 2018. One donor comprised 10% or more of promises to give, and collectively comprised 100% of total promises to give at December 31, 2019. Two donors comprised 10% or more of promises to give, and collectively comprised 72% of total promises to give at December 31, 2018. Zero grantors comprised 10% or more of grants receivable at December 31, 2019. One grantor comprised 42% of grants receivable at December 31, 2018. One donor comprised 10% or more of revenue, and collectively 12% of total revenue at December 31, 2019. There were no individual sources of revenue that accounted for 10% or more of revenue as of December 31, 2018.

Property and Equipment

The Organization records property and equipment over \$1,500 at cost or, in the case of donated assets, at the fair value at the date of receipt. Depreciation is calculated using the straight-line method over three years for computers, five to ten years for personal property and ten to forty years for buildings and improvements. Construction in progress is not depreciated until it is placed in service.

Maintenance and repairs are charged to operations when incurred. Betterment and renewals are capitalized. When property and equipment is sold or otherwise disposed, the asset account and related accumulated depreciation account are relieved, and any gain or loss is included in operations.

Long-Lived Assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The Organization evaluates the recoverability of its long-lived assets based on estimated undiscounted future cash flows and provides for impairment if such undiscounted cash flows are insufficient to recover the carrying amount of the long-lived asset. If impaired, the long-lived asset is written down to its estimated fair value. The Organization has determined no events which would indicate the carrying amount of the Organization’s long-lived assets may not be recoverable have occurred during the years ended December 31, 2019 and 2018.

Boys & Girls Clubs of Weld County, Inc.

Notes to Financial Statements

Net Assets

Net assets without donor restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net assets with donor restrictions – Net assets subject to donor (or certain grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Advertising Costs

Advertising costs are expensed as incurred. Print advertising was \$456 and \$450 as of December 31, 2019 and December 31, 2018, respectively.

Functional Allocation of Expenses

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses required allocation on a reasonable basis that is consistently applied. The expenses that are allocated include personnel expenses which are allocated on the basis of estimates of time and effort and all non-personnel expenses are allocated by direct expenditure.

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization has been classified by the Internal Revenue Service as a nonprofit organization other than a private foundation. However, income from activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income. There was no income from business unrelated to the Organization's exempt purpose during the years ended December 31, 2019 and 2018. Since it has no income from business unrelated to its exempt purpose, no liability for federal income taxes has been recorded.

The Organization believes that it has conducted its operations in accordance with, and has properly maintained, its tax-exempt status, and that it has taken no material uncertain tax positions that qualify for federal recognition or disclosure in the financial statements. The Organization is no longer subject to U.S. federal, state, and local, or non-U.S. tax examinations by tax authorities for years before 2016.

Boys & Girls Clubs of Weld County, Inc.

Notes to Financial Statements

Recently Adopted Accounting Pronouncements

In May of 2014, the FASB issued Accounting Standard Update (“ASU”) 2014-09, Topic 606, *Revenue from Contracts with Customers*. ASU 2014-09 establishes a new contract and control-based revenue recognition model, changes the basis for deciding when revenue is recognized over time or at a point in time, and expands disclosures about revenue. Management has adopted ASU 2014-09 as of January 1, 2019, which has been applied retrospectively to all periods presented and the adoption of this standard did not have a material impact on our financial statements.

In June of 2018, the FASB issued ASU 2018-08, *Contributions Receivable and Made*. The purpose of ASU 2018-08 is to clarify and improve the scope and accounting guidance for contributions received and made. Management has adopted ASU 2018-08 as of January 1, 2019, which has been applied retrospectively to all periods presented and the adoption of this standard did not have an impact on our financial statements.

Recently Issued Accounting Pronouncements

In February of 2016, the FASB issued ASU 2016-02, Topic 842, *Leases*. The purpose of ASU 2016-02 is to establish the principle to report transparent and economically neutral information about the assets and liabilities that arise from leases. The new guidance is effective for public business entities with fiscal years beginning after December 15, 2018. For all other organizations, the new guidance is effective for fiscal years beginning after December 15, 2019 and interim period with fiscal years beginning after December 15, 2020. Management is currently evaluating the impact of adoption of this standard on its financial statements.

2. LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor restrictions limiting their use, within one year of the date of the statements of financial position, comprise the following:

Cash and cash equivalents	\$ 1,234,987
Contributions receivable, without donor restrictions	176,956
Current promises to give, without donor restrictions	1,000
Total	\$ 1,412,943

The Organization’s goal is generally to maintain financial assets to meet 60 days of non-restricted cash on hand. As part of its liquidity plan, excess cash is invested in short-term investments, including certificates of deposit.

3. LONG-TERM LAND LEASE

The Organization leases the land where the Organization’s Monfort Youth Center Unit building and improvements are located from Weld Community Foundation. The 99-year lease expires in 2073 and requires an annual payment of \$1.

Boys & Girls Clubs of Weld County, Inc.

Notes to Financial Statements

4. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are restricted for the following purposes or periods:

<i>December 31,</i>	2019	2018
Subject to expenditure for specified purpose:		
General Programs	\$ 28,774	\$ 31,295
Fort Lupton Clubhouse	40,671	33,682
Academic Success	5,226	17,938
School District 6 programming	123,761	167,847
Family Support Services	242,417	277,841
Expeditions	4,385	20,606
Teens	4,337	4,337
D6 Sports	43,778	115,288
Jr Staff	14,275	29,549
Subject to passage of time and expenditure for specified purpose:		
Contributions receivable, proceeds of which are restricted by donors for the following programs:		
Fort Lupton Clubhouse	893	16,353
Grants receivable, proceeds of which are restricted by donors for General Programs	-	25,000
Total	\$ 508,517	\$ 739,736

Boys & Girls Clubs of Weld County, Inc.

Notes to Financial Statements

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes, by the occurrence of the passage of time, or both as follows:

<i>December 31,</i>	2019	2018
Satisfaction of purpose restrictions:		
General Programs	\$ 267,090	\$ 358,347
Fort Lupton Clubhouse	8,470	173,109
Capital	-	37,953
School District 6 programming	71,510	117,995
Family Support Services	35,424	54,987
Expeditions	16,222	17,667
Teens	2,800	6,350
Academic Success	12,712	-
D6 Sports	122,509	84,767
Jr Staff	15,274	13,460
Satisfaction of time and purpose restrictions:		
Fort Lupton Clubhouse	149,185	54,000
General program	25,000	-
Total	\$ 726,196	\$ 918,635

5. IN-KIND CONTRIBUTIONS

In-kind contributions are the transfer of goods or services, other than cash. In-kind contributions are reflected as contributions at their estimated fair values at date of receipt and included as in-kind contributions on the statement of activities. During the year ended December 31, 2019 in-kind contributions consisted of the following:

<i>December 31,</i>	2019	2018
Auction items for special events	\$ 98,393	\$ 149,934
Total	\$ 98,393	\$ 149,934

A substantial number of unpaid volunteers have made significant contributions of their time to develop the Organization's programs. The value of this contributed time is not reflected in the accompanying financial statements because the services do not require specialized skills. Donated professional services (which include accounting and legal services) would be reflected in the Statement of Activities at their estimated fair value. No such services were donated during the years ended December 31, 2019 and 2018.

Boys & Girls Clubs of Weld County, Inc.

Notes to Financial Statements

6. DEFINED CONTRIBUTION RETIREMENT PLAN

The Organization participates as a member organization in the Pension Trust of Boys & Girls Clubs of America (“Pension Trust” or “Plan”). An employee is eligible for participation in the Plan when they have reached 21 years of age and have completed one year of service. The Pension Trust is a “defined contribution money purchase plan” in which the Organization contributes 10% of eligible employees' compensation for the 12 months prior to the plan year. Under the Plan, employee accounts are 20% vested after 2 years, 40% after 3 years, 60% after 5 years, and 100% after 6 years of service.

Contributions made by the Organization to the Plan amounted to \$64,503 and \$0 for the year ended December 31, 2019 and 2018, respectively. During the year ended December 31, 2018, the Organization received credits exceeding the amount of contributions made by \$11,711 due to forfeitures by former employees. The contributions are not funded until after year end. The contribution for the year ended December 31, 2019 and 2018 was accrued at year end.

7. RELATED PARTY TRANSACTIONS

The Boys Club of Greeley Foundation

The Boys Club of Greeley Foundation (the “Foundation”), was organized in 1985 for the purpose of making distributions that exclusively benefit and carry out the charitable and educational purposes of the Organization. The Foundation is managed and controlled by a Board of Directors consisting of five members, two of which are also board members of the Organization. The remaining three members are independent of the Organization. The policy of the Organization's Board of Directors is to direct all memorials and bequests over \$1,000 to the Foundation with earnings available for the Organization's operations. The Organization received contributions from the Foundation during the years ended December 31, 2019 and 2018, totaling \$40,000 and \$40,000, respectively.

The financial statements of the Foundation were compiled by an Independent Certified Public Accountant for the years ended March 31, 2019 and 2018. The Statements of Financial Position reported unrestricted net assets of \$1,006,024 and \$1,015,725 as of March 31, 2019 and 2018, respectively. For the years ended March 31, 2019 and 2018, the Statements of Activities reported revenues and other support of \$40,980 and \$98,092, respectively; and expenses of \$50,681 and \$50,335, respectively; resulting in a decrease in unrestricted net assets of \$9,701 in 2019 and an increase in unrestricted net assets of \$47,757 in 2018.

Other

The Organization, from time to time in the ordinary course of business and within the guidelines of its conflict of interest policy, has entered into transactions with companies for which certain members of the companies' management also serve on the Board of Directors of the Organization. Management believes that amounts paid by the Organization in these transactions are immaterial individually, and in the aggregate.

Boys & Girls Clubs of Weld County, Inc.

Notes to Financial Statements

8. SUBSEQUENT EVENTS

Management of the Organization has evaluated subsequent events through May 28, 2020, the date the financial statements were available to be issued. As a result of the spread of the COVID-19, public events have been limited and economic uncertainties have risen which could have a negative financial impact on donations. Additionally, as a result of the economic stimulus efforts by the U.S. Government related to the COVID-19 outbreak, the Organization received funding for a Paycheck Protection Program loan through the Small Business Association totaling \$334,963 to help cover payroll, insurance, benefits and utilities during the 8-week period beginning April 20, 2020. This loan may be forgiven if loan funds are used for approved expenses and the Organization maintains its workforce; however, the benefit to the Organization at the date these financial statements were available to be issued is unknown. Any portion of the loan which is not forgiven will be payable over a term of two years at an annual rate of 1.0%. There are no other subsequent events that require additional disclosure in these financial statements.

Boys & Girls Clubs of Weld County
Profit & Loss
January through December 2019

					Jan - Dec 19
				Ordinary Income/Expense	
				Income	
				409997 · With Donor Restrictions	171,923.86
				410000 · Special events	27,240.12
				499999 · Club Membership Revenue	1,919.55
				509999 · Program service fees & Incident	25.00
				Total Income	201,108.53
				Gross Profit	201,108.53
				Expense	
				710999 · Payroll	141,843.48
				711999 · Employee benefits	28,214.94
				719999 · Payroll taxes	12,284.00
				720050 · Workers Comp	3,275.24
				749999 · Professional fees	3,740.34
				750100 · Expenses-Special Events	4,144.08
				759999 · Program Costs	6,461.34
				760000 · Grant/rest donation expense	1,604.71
				760001 · Family Support Services	196.05
				769999 · Supplies	1,543.72
				819999 · Resource Development	348.36
				8200 · Occupancy expenses	16,155.01
				829999 · Transportation Expense	1,667.43
				849999 · Conf, Conv, Train, Board Meals	634.67
				879999 · Individual/Organization Dues	4,330.22
				919999 · Awards, Grants, Staff Appreciat	902.77
				929999 · Other expenses	324.22
				Total Expense	227,670.58
				Net Ordinary Income	(26,562.05)
				Net Income	(26,562.05)

CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

AM 2020-134

APPROVAL OF AMENDMENT NUMBER 2 TO SUBDIVISION IMPROVEMENTS AGREEMENT FOR MOUNTAIN SKY SUBDIVISION WITH FL MOUNTAIN SKY, LLC.

I. **Agenda Date:** Council Meeting – July 21, 2020

II. **Attachments:**

- a. Resolution 2020-0xx.
- b. Addendum 2 to Subdivision Improvements Agreement.

III. **Summary Statement:**

Approval of Amendment Number 2 to Subdivision Improvements Agreement between the City of Fort Lupton and FL Mountain Sky, LLC.

IV. **Submitted by:** _____
Public Works Director

V. **Finance Reviewed** _____
Finance Director

VI. **Approved for Presentation:** _____
City Administrator

VII. **Attorney Reviewed** _____ Approved _____ Pending Approval

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

IX. Detail of Issue/Request:

The Development Agreement for Mountain Sky Final Plat (LUP2019-0004) approved by City Council on March 18, 2019, which is located north of CR 12, west of CR 29.5 (S College Avenue). The Subdivision Improvements Agreement was approved by Council on May 20, 2019 with Resolution 2019R037.

The first amendment was approved October 7, 2019 to provide a timeframe and mechanism for purchase of CBT water shares following the recordation of the Final Plat. Normal staff process is to require shares before recordation of the Final Plat to ensure buildable lots. The first amendment provided for a 10% deposit payment for water and allow recordation of the Final Plat in order for the developer to secure funds for the development. The balance of water payment was due within 30 days of recordation of the plat.

This second amendment provides a staged purchase of water based on Phases. No building permits after Phase 1 are to be issued prior to full payment of water shares required for the remainder of the Plat. This phased purchase of water shares allows the developer to sell portions of the development in order to finance additional improvements for the next phase. The developer has encountered unanticipated groundwater issues and additional expenses during the first phase of development which has stretched financial resources thin. Additional financial stress has resulted from anticipated funds from the oil resources payments, due to the current economic environment.

X. Legal/Political Considerations:
None

XI. Alternatives/Options:

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

XII. Financial Considerations:
None

XIII. Staff Recommendation:

Staff recommends approval of the Amendment Number 2 to the Subdivision Improvements Agreement between the City of Fort Lupton and FL Mountain Sky, LLC.

RESOLUTION NO. 2020R0??

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE FL MOUNTAIN SKY, LLC AMENDMENT NUMNER 2 TO SUBDIVISION IMPROVEMENTS AGREEMENT OF THE MOUNTAIN SKY SUBDIVISION LOCATED IN A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST, WELD COUNTY, COLORADO.

WHEREAS, DEVELOPER and City executed a Subdivision Improvements Agreement (the “Improvements Agreement”) on the 20th day of May, 2019 in connection with the approval by the City of Mountain Sky Final Plat (City Resolution No. 2019R024); and

WHEREAS, the circumstances of providing water shares contemplated by the Parties under the original Improvements Agreement and Amendment Number 1 have been revised for the purposes of meeting the water share requirements.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the Subdivision Improvements Agreement Amendment Number 2 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 FL Mountain Sky, 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 21st DAY OF JULY 2020.

City of Fort Lupton, Colorado

Zo Steiber, Mayor

Attest:

Maricella Pena, MMC
City Clerk

Approved as to form:

Andy Ausmus, City Attorney

AMENDMENT TO SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AMENDMENT TO OFF-SITE IMPROVEMENTS AGREEMENT ("Amendment"), made and entered into this _____ day of _____, 2020, 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 **FL Mountain Sky, LLC**, hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, DEVELOPER and City executed a Subdivision Improvements Agreement (the "Improvements Agreement") on the 20th day of May, 2019 in connection with the approval by the City of Mountain Sky Final Plat (City Resolution No. 2019R024); and

WHEREAS, the circumstances of providing water shares contemplated by the Parties under the original Improvements Agreement have been revised for the purposes of meeting the water share requirements.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, City and DEVELOPER mutually agree as follows:

6.3 Amended - Colorado Big Thompson (CBT) Water Shares or equivalent. The Developer has paid cash-in-lieu of \$220,000.00 which covers 20 lots at \$55,000 per share. An additional payment of \$500,000 has been received at \$60,000 per share on June 24, 2020 to cover an additional 41.67 lots. Payment for portions of lots shall not be allowed in the future and an additional payment shall be made for the existing portion of a lot in Phase 2 to bring the number to 42 lots.

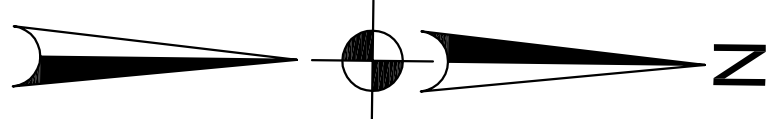
Payment to the City is required to satisfy the remaining platted lots of CBT water dedication requirement prior to issuing building permits for Phase 2 and Phase 3. Dedicated CBT water shares shall remain attached to platted lots.

6.4 Equivalent Shares. The City herein agrees that the Developer will satisfy the remaining CBT Water Shares on a phased development basis (see Exhibit A) by purchasing equivalents via cash-in-lieu at a cost of 20% of current market price per platted lot.

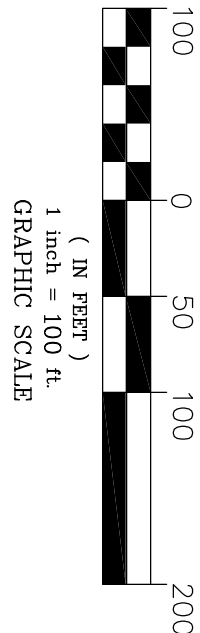
No building permits will be issued for Phase 2 until all water shares are purchased for the balance of the platted 199 lots.

CITY OF FORT LUPTON, a Colorado municipal corporation

EXHIBIT A



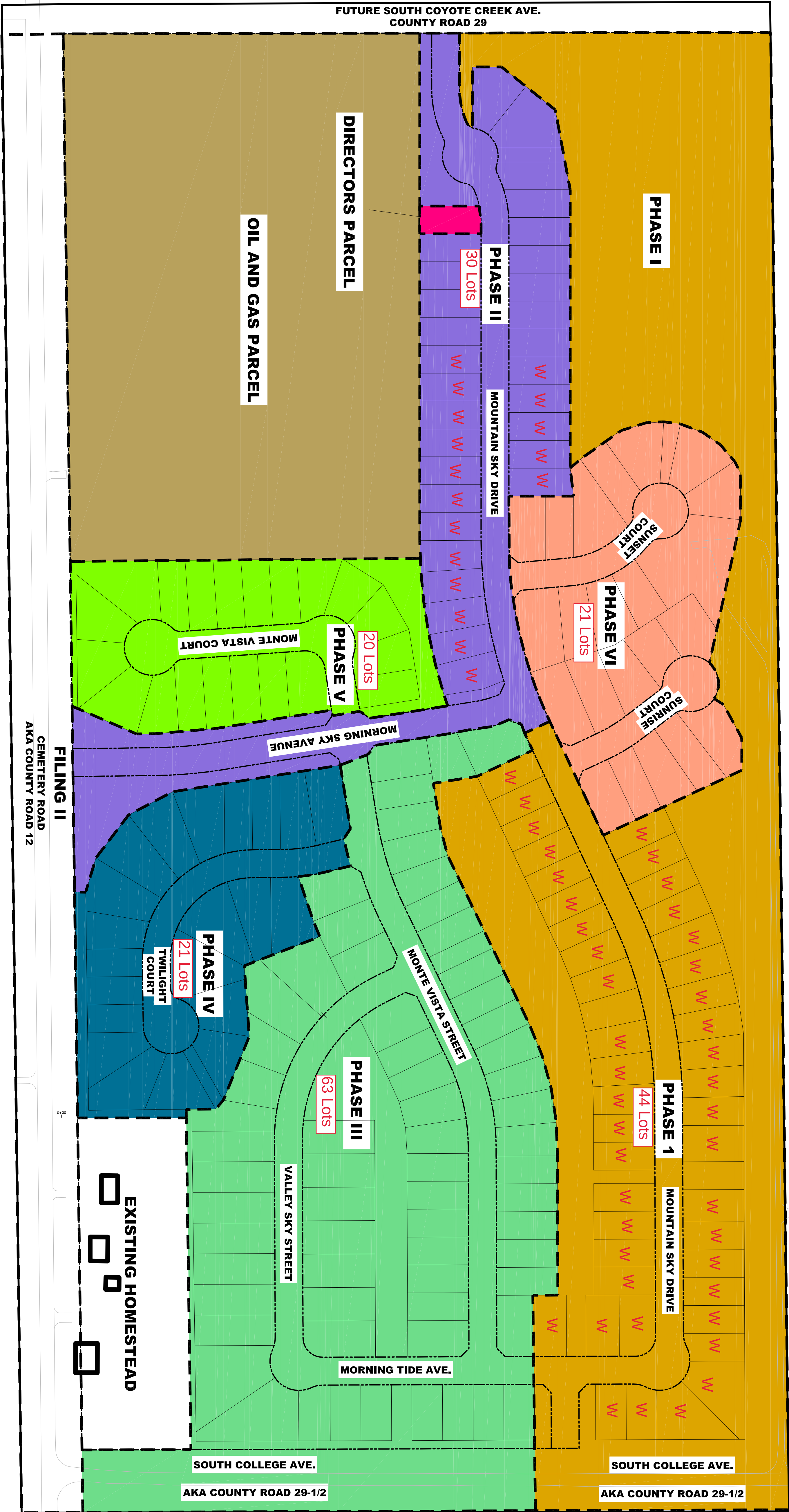
199 SINGLE FAMILY RESIDENTIAL LOTS
1 DIRECTORS PARCEL
1 OIL AND GAS OUTLOT



VACANT LAND

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4
- PHASE 5
- PHASE 6

- DIRECTORS PARCEL
- OIL AND GAS
- WATER SHARES PURCHASED AS OF 6/25/2020



Developer:
FL Mountain Sky LLC
9200 E. Mineral Avenue #365
Centennial, CO 80112
(303) 907-6982

OVERALL PHASING / LOT PLAN
MOUNTAIN SKY SUBDIVISION
CITY OF FORT LUPTON
WELD COUNTY, COLORADO

REVISIONS		DATE	
DESCRIPTION	DWN BY	DATE	DESCRIPTION
CITY REVIEW	JR	1/08/19	

Rokeh Consulting, LLC
89 KING ROAD, CHICHESTER, NH
PH: 603-387-8688

SCALE: 1"=100'
DATE: OCTOBER 8, 2018
DR. BY: JR CK. BY: JR
JOB NO. SHEET
FP1



FORT LUPTON POLICE DEPARTMENT
MONTHLY REPORT OF STATISTICS AND EVENTS
June 2020

YEAR TO DATE STATISTICS

Category	2020	2019	2018	2017	2016
Calls For Service	4961	5550	6438	5587	5690
Cases	612	669	720	690	717
E-Ticket	644	973	742	653	656
Arrests	175	204	296	216	237
Summons (Report cases closed by)	147	207	163	159	186
Total Enforcement Actions	966	1384	1065	873	908
DUI	45	36	104	69	66

MONTHLY STATISTICS

Calls Resulting in Reports

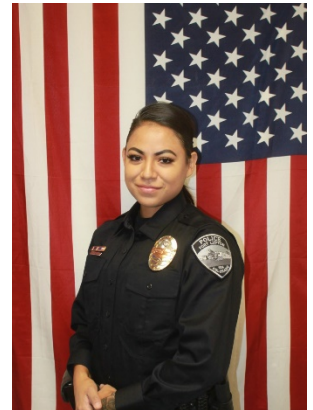
Abandoned vehicle	4	Motor Vehicle Theft	3
Animal Complaints	4	Possession of Alcohol/Marijuana/Minor	2
Assault	1	Protection/Restraining Order Violations	1
Assist Other Agencies	5	Sexual Assault	1
Contributing to Delinquency of Minor	1	Sex Offender Registrations	11
Criminal Mischief	7	Theft	6
Detox Hold	2	Traffic Accidents	13
Disorderly Conduct	1	Traffic Offenses	6
Domestic Violence	3	Unattended Death	1
DUI & DUI/Drug Cases	5	Warrant Arrest	6
Found/Lost Property	5		
Fraud	4		
Harassment	1		
Information	4		
Menacing	1		
Total Reports	99	Total Calls for Service	894
Cases Closed By Arrest	23	Cases Closed by Summons	22
Calls by Sector			
Northeast – 29	Southeast – 8	OOT - 3	
Northwest – 23	Southwest – 18	Hwy 85/52 - 14	



MONTHLY SNAPSHOT

June Events and Training

1. Officer Lahana Flyinghawk has completed the academy, passed her POST test, completed the department in-house academy refresher and started FTO.
2. Monthly Training for June was annual emergency vehicle driving (in-vehicle) training and basic handgun and rifle skills refresher.
3. Parts for the new patrol cars have finally arrived and the 3 Tahoes are in service.
4. Sgt Pelton continues to progress in his recovery, is working full time doing administrative duties and will have his last surgery soon. We're hoping to have return to full duty by October.
5. A group from the Public Safety Advisory Committee participated in a review and assessment of the Uses of Force for 2019. It was a first and helped put some of the statistical data into perspective.



Use of Force Review Committee Notes

To put the review in perspective, the Fort Lupton Police Department responded to 11,000 calls for service in 2019. This number was used as a statistical base with the consideration that there was likely more than one person contacted on each of the calls for service. Statistically that shows:

- We experienced 26 use of force incidents meaning that use of force occurred in only .002% of the overall calls for service.
- We also had 2483 calls where some enforcement action was taken which means that there was a use of force in 1% of those actions.
- And there were 400 physical arrests made which means force occurred in 6% of those incidents.
- And of the 26 incidents, only 11 included physical contact with the defendants either with hands or the Taser. There was no baton usage. This means that less than ½ of the above incidents were physical.
- These figures do not include the January shooting involving Officer Helbig and the December shooting involving Officer Sagner and Sgt Pelton. Each of those were investigated separately by the District Attorney's Office.
- 8% involved female defendants and 92% involved male defendants
- 56% involved Hispanic defendants, 44% involved non-Hispanic defendants
- 2 defendants were under 21, 13 defendants were between 21-30, 6 defendants were between 31-40, and 2 defendants were over 40.
- 2 incidents had a question about being outside of policy. Both were Taser use. The review of both by the committee found them justified. There was additional training done not only with the officers involved but the entire sworn staff.

Monthly Training Statistics		
In-Service Hours	Continuing Ed Hours	Total Hours
180 hours (Flyinghawk in the academy)	235	415



Upcoming Events

July 23 rd	Street Market, 131 S. McKinley Ave.
July 28 th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
August 4 th	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
August 6 th	Street Market, 131 S. McKinley Ave.
August 11 th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
August 20 th	Street Market, 131 S. McKinley Ave.