



City of Fort Lupton

REGULAR MEETING AGENDA

Tuesday, August 17, 2021

7:00 PM

130 South McKinley Avenue

Zo Stieber, Mayor

Shannon Rhoda, Ward 1

Chris Ceretto, Ward 2

Mike Sanchez, Ward 3

David Crespino, Ward 1

Tommy Holton, Ward 2

Bruce Fitzgerald, Ward 3

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

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

Call to Order

Pledge of Allegiance

Roll Call

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

- a. Sonny Bachicha - Have a Heart Softball Tournament

Approval of Agenda

Review of Accounts Payables

- a. August 17, 2021 Accounts Payable

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

- a. August 3, 2021 City Council Meeting Minutes
- b. AM 2021-131 Ratify Mayor Stieber's signature on Northern Colorado Water Conservancy Districts (NCWCD) Windy Gap FIRMING Escrow Agreement
- c. AM 2021-132 Approving a Resolution Ratifying the Mayor's Appointment of Evelyn Harlan to the Fort Lupton Public and School Library Board as a Trustee for a Term to Expire August 17, 2025
- d. AM 2021-133 Approving the Intergovernmental Agreement With the 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 and Designating Maricela Pena as Election Officer for the City
- e. AM 2021-134 Adopt an Ordinance to Accept Public Right of Way From Richard Allen and Deborah L. Smith for 190 Feet of the Northern Portion of County Road 24

Action Memorandum

- a. Second Reading Ordinance 2021-1114 An Ordinance of the City of Fort Lupton Enacting a New Article XII of Chapter 6 of the Fort Lupton Municipal Code Regarding the Regulations and Licensing of Medical Marijuana Establishments
- b. Second Reading Ordinance 2021-1115 An Ordinance of the City of Fort Lupton Enacting a New Article XIII of Chapter 6 of the Fort Lupton Municipal Code Regarding the Regulations and Licensing of Retail Marijuana Stores
- c. AM 2021-135 Approving a Retention Bonus to 12 Police Officers for Longevity for an Amount of \$20,664 Allocated from the General Fund
- d. AM 2021-136 Approve a Recruiting Bonus to 4 Police Officers for an Amount not to Exceed \$13,776 Allocated from the General Fund
- e. AM 2021-137 Approving the Change to the Police Department From a Solely Merit Based Pay Program to a Merit Plus Pay Progression Program Beginning September 4, 2021
- f. AM 2021-138 Approve an Increase in City and Employee's VALIC Contribution from 9.7% to 10.2% Effective January 1, 2022

Staff Reports

- a. Police Department Monthly Report

Mayor/Council Reports

Future City Events

- a. August 17, 2021 Upcoming Events

Adjourn



City of Fort Lupton

Check Report

By Check Number

Date Range: 08/04/2021 - 08/17/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Golf Course-Golf Course						
000024	ACE HARDWARE OF FORT LUPTON	08/10/2021	Regular	0.00	13.18	84597
90077	Invoice	08/02/2021	GOLF-BATTERIES-PRD SHOP	0.00	13.18	
000239	CITY OF FORT LUPTON	08/10/2021	Regular	0.00	62,467.25	84598
110249001 JUL21	Invoice	08/01/2021	GOLF-WATER BILLS 6/23-7/23/21	0.00	26,095.12	
FIN2021208	Invoice	08/01/2021	GOLF-PAYROLL EXPENSES 7/10-7/23/21 PAID..	0.00	35,957.18	
FIN2021210	Invoice	08/01/2021	GOLF-POSTAGE-PRD SHOP	0.00	36.21	
FIN2021212	Invoice	08/01/2021	GOLF-STANDARD INS-PRD SHOP	0.00	172.94	
FIN2021215	Invoice	08/03/2021	GOLF-REIMBURSE VERIZON INV 9882838871...	0.00	205.80	
000290	COLORADO GOLF & TURF INC	08/10/2021	Regular	0.00	1,052.97	84599
1-118530	Invoice	08/01/2021	GOLF-SUPPLIES-MAINT	0.00	1,052.97	
002723	EAGLE ROCK COMPANY OF COLO	08/10/2021	Regular	0.00	309.88	84600
8060604	Invoice	08/01/2021	GOLF-BEVERAGES-PRD SHOP	0.00	57.73	
8060605	Invoice	08/01/2021	GOLF-BEVERAGES-PRD SHOP	0.00	252.15	
000567	HIGH COUNTRY BEVERAGE CORP	08/10/2021	Regular	0.00	1,777.95	84601
W-6026648	Invoice	08/02/2021	GOLF-BEVERAGES-PRD SHOP	0.00	206.00	
W-6026793	Invoice	08/02/2021	GOLF-BEVERAGES-PRD SHOP	0.00	1,066.95	
W-6026795	Invoice	08/02/2021	GOLF-BEVERAGES-PRD SHOP	0.00	505.00	
000735	LL JOHNSON DISTRIBUTING	08/10/2021	Regular	0.00	69.00	84602
1136487-00	Invoice	08/01/2021	GOLF-TOOLS-MAINT	0.00	69.00	
000944	REPUBLIC NATIONAL DISTRIBUTING CO LLC	08/10/2021	Regular	0.00	601.30	84603
6224986	Invoice	08/01/2021	GOLF-BEVERAGES-PRD SHOP	0.00	561.35	
6224987	Invoice	08/01/2021	GOLF-BEVERAGES-PRD SHOP	0.00	39.95	
000999	SHAMROCK FOODS COMPANY	08/10/2021	Regular	0.00	1,218.97	84604
23388796	Invoice	08/01/2021	GOLF-FOOD-PRD SHOP	0.00	1,218.97	
001022	SOUTHERN GLAZER'S OF CO	08/10/2021	Regular	0.00	693.77	84605
2573874	Invoice	08/01/2021	GOLF-BEVERAGES-PRD SHOP	0.00	693.77	
000246	SRIXON/CLEVELAND GOLF/XX10	08/10/2021	Regular	0.00	277.08	84606
6519057 SO	Invoice	08/01/2021	GOLF-GOLF BALLS-PRD SHOP	0.00	277.08	
001183	WAXIE SANITARY SUPPLY	08/10/2021	Regular	0.00	104.21	84607
80179692	Invoice	08/01/2021	GOLF-SUPPLIES-PRD SHOP	0.00	104.21	
001225	YAMAHA MOTOR CORP	08/10/2021	Regular	0.00	10,798.08	84608
749036	Invoice	08/01/2021	GOLF-LEASE PAYMENT-PRD SHOP	0.00	10,798.08	
001301	AAA AUTO PARTS INC	08/17/2021	Regular	0.00	387.40	84609
104979	Invoice	08/01/2021	GOLF-HDYRAULIC HOSE-MAINT	0.00	136.32	
117916	Invoice	08/01/2021	GOLF-PARTS-MAINT	0.00	48.04	
118063	Invoice	08/01/2021	GOLF-CLEANER-MAINT	0.00	7.48	
118158	Invoice	08/01/2021	GOLF-GREASE GUN-MAINT	0.00	195.56	
000024	ACE HARDWARE OF FORT LUPTON	08/17/2021	Regular	0.00	255.94	84610
89675	Invoice	08/01/2021	GOLF-PAINT-MAINT	0.00	37.74	
89813	Invoice	08/01/2021	GOLF-SUPPLIES-MAINT	0.00	70.93	
89855	Invoice	08/01/2021	GOLF-FASTENERS-MAINT	0.00	1.78	
89919	Invoice	08/01/2021	GOLF-SUPPLIES-MAINT	0.00	29.99	
90000	Invoice	08/01/2021	GOLF-SUPPLIES-MAINT	0.00	38.97	
90075	Invoice	08/02/2021	GOLF-GLOVES-MAINT	0.00	48.96	

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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	
90137	Invoice	08/05/2021	GOLF-PARTS-MAINT	0.00	27.57	
000048	AIRGAS USA LLC	08/17/2021	Regular	0.00	15.73	84611
9981700777	Invoice	08/01/2021	GOLF-GAS-MAINT	0.00	15.73	
000160	BREAKTHRU BEVERAGE GROUP	08/17/2021	Regular	0.00	448.86	84612
340551505	Invoice	08/05/2021	GOLF-BEVERAGES-PRD SHOP	0.00	348.86	
340551506	Invoice	08/05/2021	GOLF-BEVERAGES-PRD SHOP	0.00	100.00	
000183	CALLAWAY GOLF SALES COMPANY	08/17/2021	Regular	0.00	118.25	84613
933614643	Invoice	08/01/2021	GOLF-SUPPLIES-PRD SHOP	0.00	118.25	
002723	EAGLE ROCK COMPANY OF COLO	08/17/2021	Regular	0.00	1,029.71	84614
8078879	Invoice	08/05/2021	GOLF-BEVERAGES-PRD SHOP	0.00	115.46	
8078881	Invoice	08/05/2021	GOLF-BEVERAGES-PRD SHOP	0.00	914.25	
000536	GOLF AND SPORT SOLUTIONS LLC	08/17/2021	Regular	0.00	553.15	84615
37793	Invoice	08/01/2021	GOLF-FINE SAND-MAINT	0.00	553.15	
000567	HIGH COUNTRY BEVERAGE CORP	08/17/2021	Regular	0.00	1,698.20	84616
W-6032054	Invoice	08/09/2021	GOLF-BEVERAGES-PRD SHOP	0.00	1,698.20	
000636	JC GOLF ACCESSORIES	08/17/2021	Regular	0.00	866.21	84617
SI-173834	Invoice	08/01/2021	GOLF-SUPPLIES-PRD SHOP	0.00	866.21	
000735	LL JOHNSON DISTRIBUTING	08/17/2021	Regular	0.00	1,662.65	84618
1137074-00	Invoice	08/01/2021	GOLF-PARTS-MAINT	0.00	1,633.00	
1861842-00	Invoice	08/01/2021	GOLF-PARTS-MAINT	0.00	29.65	
000862	O'REILLY AUTO PARTS	08/17/2021	Regular	0.00	9.99	84619
4489-313366	Invoice	08/01/2021	GOLF-PARTS-MAINT	0.00	9.99	
000944	REPUBLIC NATIONAL DISTRIBUTING CO LLC	08/17/2021	Regular	0.00	140.66	84620
6234231	Invoice	08/04/2021	GOLF-BEVERAGES-PRD SHOP	0.00	100.71	
6234232	Invoice	08/04/2021	GOLF-BEVERAGES-PRD SHOP	0.00	39.95	
002842	ROCKY MOUNTAIN MARKETING CONSULTANTS, L	08/17/2021	Regular	0.00	296.00	84621
80421	Invoice	08/04/2021	GOLF-BUSINESS CARDS-PRD SHOP	0.00	296.00	
000991	SCNS SPORTS FOODS INC	08/17/2021	Regular	0.00	166.40	84622
163037	Invoice	08/03/2021	GOLF-SNACKS-PRD SHOP	0.00	166.40	
000999	SHAMROCK FOODS COMPANY	08/17/2021	Regular	0.00	4,140.21	84623
23407244	Invoice	08/05/2021	GOLF-FOOD-PRD SHOP	0.00	3,479.30	
23416227	Invoice	08/09/2021	GOLF-FOOD-PRD SHOP	0.00	660.91	
001022	SOUTHERN GLAZER'S OF CO	08/17/2021	Regular	0.00	344.59	84624
2579750	Invoice	08/04/2021	GOLF-BEVERAGES-PRD SHOP	0.00	344.59	
001026	SPECIALTY CIGARS INTERNATIONAL INC	08/17/2021	Regular	0.00	378.64	84625
2156410	Invoice	08/04/2021	GOLF-CIGARS-PRD SHOP	0.00	378.64	
001052	SWIRE COCA-COLA, USA	08/17/2021	Regular	0.00	857.97	84626
13922207086	Invoice	08/03/2021	GOLF-BEVERAGES-PRD SHOP	0.00	857.97	
001530	TARGET SPECIALTY PRODUCTS	08/17/2021	Regular	0.00	853.29	84627
INVP500537868	Invoice	08/01/2021	GOLF-CHEMICALS-MAINT	0.00	853.29	
001132	UNDERWATER RECOVERY SPECIALISTS	08/17/2021	Regular	0.00	364.00	84628
1438	Invoice	08/03/2021	GOLF-POND MAINTENANCE-MAINT	0.00	364.00	
001137	UNITED POWER	08/17/2021	Regular	0.00	4,937.04	84629
80421	Invoice	08/04/2021	GOLF-JUL21 ELECTRIC SERVICE	0.00	4,937.04	
001207	WESTERN DISTRIBUTING INC	08/17/2021	Regular	0.00	172.00	84630
650398	Invoice	08/06/2021	GOLF-BEVERAGES-PRD SHOP	0.00	172.00	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000285	COLORADO DEPARTMENT OF REVENUE	08/12/2021	Bank Draft	0.00	4,592.87	DFT0001750
73121	Invoice	08/01/2021	GOLF JULY 2021 SALES TAX	0.00	4,592.87	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	56	34	0.00	99,080.53
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	4,592.87
EFT's	0	0	0.00	0.00
	57	35	0.00	103,673.40

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
001301	AAA AUTO PARTS INC	08/10/2021	Regular	0.00	16.99	70019
119777	Invoice	08/03/2021	GF-LOCK-PARKS	0.00	16.99	
000102	ASPHALT SPECIALTIES CO	08/10/2021	Regular	0.00	3,660.27	70020
072921	Invoice	07/29/2021	GF-REFUND DEVELOPER ESCROW DEPOSIT	0.00	3,660.27	
002836	B.A.LAWRENCE LLC	08/10/2021	Regular	0.00	760.00	70021
BA73021	Invoice	08/01/2021	UF-REPAIRS-WTP	0.00	760.00	
002580	BASALITE BUILDING PRODUCTS LLC	08/10/2021	Regular	0.00	356,866.55	70022
AGREE 050718	Invoice	08/01/2021	SST-S ROLLIE IMPROV. REIMB-STREETS	0.00	356,866.55	
002788	BURNCO	08/10/2021	Regular	0.00	779.11	70023
072921	Invoice	07/29/2021	GF-REFUND DEVELOPERS ESCROW DEPOSIT	0.00	779.11	
000230	CINTAS FIRST AID & SAFETY	08/10/2021	Regular	0.00	124.95	70024
5069286176	Invoice	08/01/2021	REC-FIRST AID SUPPLIES	0.00	124.95	
000239	CITY OF FORT LUPTON	08/10/2021	Regular	0.00	57,089.27	70025
AUG21	Invoice	08/01/2021	GF-WATER BILLS 6/23-7/23/21	0.00	57,089.27	
000247	CLIFTONLARSONALLEN LLP	08/10/2021	Regular	0.00	21,130.00	70026
2965174	Invoice	08/01/2021	GF-2020 AUDIT-FIN	0.00	21,130.00	
000268	COLORADO ANALYTICAL LAB	08/10/2021	Regular	0.00	46.00	70027
210721068	Invoice	08/01/2021	UF-WATER TESTING-W LINES	0.00	46.00	
002651	COLORADO COMMUNITY MEDIA	08/10/2021	Regular	0.00	225.00	70028
32147	Invoice	08/01/2021	REC-PRESCHOOL AD	0.00	225.00	
000307	COMCAST CABLE COMM, LLC	08/10/2021	Regular	0.00	772.79	70029
116038 AUG21	Invoice	08/01/2021	REC-PHONE SRVC 8/5-9/4/21	0.00	218.61	
117309 AUG21	Invoice	08/01/2021	REC-CABLE/MUSIC	0.00	278.05	
147405 AUG21	Invoice	08/01/2021	CPR-CABLE-MUSEUM	0.00	176.54	
159244 AUG21	Invoice	08/01/2021	GF-AUG21 FAX/INTOXILIZER-PD	0.00	99.59	
000311	COMPLETE MAILING SOLUTIONS	08/10/2021	Regular	0.00	43.08	70030
139242	Invoice	07/26/2021	GF-LABELS-ADMIN	0.00	43.08	
002794	DAVID PARTON	08/10/2021	Regular	0.00	882.99	70031
072921	Invoice	07/29/2021	GF-REFUND DEVELOPER ESCROW DEPOSIT	0.00	882.99	
002719	DAVID RIVAS ZUPANSKYJ	08/10/2021	Regular	0.00	288.27	70032
080221	Invoice	08/02/2021	GF-RESTITUTION-COURTS	0.00	288.27	
000429	EMPIRE PORTABLE RESTROOMS	08/10/2021	Regular	0.00	123.95	70033
58935	Invoice	07/20/2021	GF-RESTROOMS-PARKS	0.00	123.95	
001977	FL MOUNTAIN SKY LLC	08/10/2021	Regular	0.00	1,552.17	70034
072921	Invoice	07/29/2021	GF-REFUND DEVELOPER ESCROW DEPOSIT	0.00	1,552.17	
002011	FRONT RANGE LUMBER COMPANY	08/10/2021	Regular	0.00	461.18	70035
072921	Invoice	07/29/2021	GF-REFUND DEVELOPERS ESCROW DEPOSIT	0.00	461.18	
002674	HAYES POZNANOVIC KORVER, LLC	08/10/2021	Regular	0.00	1,228.50	70036
43073	Invoice	08/03/2021	WST-JUL21 LEGAL SRVC-WATER	0.00	1,228.50	
002448	HIGH PLAINS NEW HOLLAND	08/10/2021	Regular	0.00	302.79	70037
I13500	Invoice	08/01/2021	GF-EQUIPMENT MAINTENANCE-STREETS	0.00	181.59	
I13522	Invoice	08/01/2021	GF-EQUIPMENT MAINTENANCE-STREETS	0.00	121.20	
002793	HOLSINGER LAW LLC	08/10/2021	Regular	0.00	2,545.86	70038
072921	Invoice	07/29/2021	GF-REFUND DEVELOPER ESCROW DEPOSIT	0.00	2,545.86	
000654	JOHN DEERE	08/10/2021	Regular	0.00	104.49	70039

Check Report

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1078744	Invoice	08/01/2021	GF-PARTS-STREETS	0.00	104.49	
002789	KAPPA CONSULTING	08/10/2021	Regular	0.00	147.00	70040
072921	Invoice	07/29/2021	GF-REFUND DEVELOPERS ESCROW DEPOSIT	0.00	147.00	
000698	L.G. EVERIST, INC	08/10/2021	Regular	0.00	2,206.25	70041
072921	Invoice	07/29/2021	GF-REFUND DEVELOPERS ESCROW DEPOSIT	0.00	2,206.25	
002791	LUPTON VILLAGE ONE LLC	08/10/2021	Regular	0.00	2,244.45	70042
072921	Invoice	07/29/2021	GF-REFUND DEVELOPER ESCROW DEPOSIT	0.00	2,244.45	
002786	Mark Feola	08/10/2021	Regular	0.00	184.55	70043
072921	Invoice	07/29/2021	GF-REFUND DEVELOPERS ESCROW DEPOSIT	0.00	184.55	
002755	MAXINE BROOKS	08/10/2021	Regular	0.00	266.00	70044
080221	Invoice	08/02/2021	GF-RESTITUTION-COURTS	0.00	266.00	
002792	MCCAULEY CONSTRUCTORS	08/10/2021	Regular	0.00	1,555.27	70045
072921	Invoice	07/29/2021	GF-REFUND DEVELOPER ESCROW DEPOSIT	0.00	1,555.27	
002243	NOCO MUNICIPAL CONSULTING LLC	08/10/2021	Regular	0.00	500.00	70046
20	Invoice	08/04/2021	GF-JUL21 SHOOTING RANGE CONSULTING-M..	0.00	500.00	
000857	NORTHERN WATER	08/10/2021	Regular	0.00	57,319.17	70047
071421	Invoice	08/04/2021	UF-2021 SWSP O&M Assessment-Water	0.00	57,319.17	
000865	OFFICE DEPOT	08/10/2021	Regular	0.00	184.14	70048
183451955001	Invoice	08/01/2021	GF-OFFICE SUPPLIES-FIN	0.00	99.96	
185044577001	Invoice	08/01/2021	GF-ORGANIZERS-CITY CL	0.00	84.18	
000862	O'REILLY AUTO PARTS	08/10/2021	Regular	0.00	1,154.76	70049
4489-298944	Invoice	08/01/2021	GF-PARTS-STREETS	0.00	205.30	
4489-308999	Invoice	08/01/2021	GF-MAINTENANCE-STREETS	0.00	136.25	
4489-309605	Invoice	08/01/2021	GF-MAINTENANCE-STREETS	0.00	242.34	
4489-310397	Invoice	08/01/2021	UF-PARTS-W LINES	0.00	246.34	
4489-311036	Invoice	08/01/2021	UF-ALTERNATOR-W LINES	0.00	228.59	
4489-311321	Invoice	08/01/2021	GF-ANTIFREEZE-STREETS	0.00	95.94	
002728	READY MIXED CONCRETE	08/10/2021	Regular	0.00	487.00	70050
072921	Invoice	07/29/2021	GF-REFUND DEVELOPER ESCROW DEPOSIT	0.00	487.00	
001989	RS DEVELOPMENT INC	08/10/2021	Regular	0.00	487.00	70051
072921	Invoice	07/29/2021	GF-REFUND DEVELOPER ESCROW DEPOSIT	0.00	487.00	
002784	SOUL DOG RESCUE	08/10/2021	Regular	0.00	1,152.17	70052
073021	Invoice	08/01/2021	GF-REFUND DEVELOPER ESCROW DEPOSIT	0.00	1,152.17	
001035	STANDARD INSURANCE CO.	08/10/2021	Regular	0.00	5,680.64	70053
7597610001 AUG..	Invoice	07/19/2021	GF-AUG21 STANDARD LIFE	0.00	5,680.64	
001624	STATE OF COLORADO	08/10/2021	Regular	0.00	387.74	70054
225-22	Invoice	08/01/2021	UF-BILL PRINTING/LATE NOTICES-UB	0.00	387.74	
001040	STERICYCLE	08/10/2021	Regular	0.00	61.00	70055
3005636054	Invoice	08/01/2021	REC-BIOHAZARD	0.00	61.00	
002006	SUMMIT BODYWORKS SPECIALTY VEHICLES	08/10/2021	Regular	0.00	2,300.07	70056
072921	Invoice	07/29/2021	GF-REFUND DEVELOPER ESCROW DEPOSIT	0.00	2,300.07	
001070	TERRIE L. ASAY	08/10/2021	Regular	0.00	70.49	70057
72921	Invoice	08/01/2021	GF-DRINKS-PD	0.00	70.49	
001101	TODD HODGES DESIGN LLC	08/10/2021	Regular	0.00	10,341.66	70058
3338	Invoice	08/02/2021	GF-PLANNING SRVC 7/19-8/1/21	0.00	10,341.66	
001156	VERIZON WIRELESS SVCS LLC	08/10/2021	Regular	0.00	4,463.50	70059

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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	
9885004534	Invoice	08/01/2021	GF-PHONE SRVC 6/27-7/26/21	0.00	4,463.50	
002790	VINCENT VILLAGE LLC	08/10/2021	Regular	0.00	748.50	70060
072921	Invoice	07/29/2021	GF-REFUND DEVELOPERS ESCROW DEPOSIT	0.00	748.50	
001174	WAGNER EQUIPMENT CO.	08/10/2021	Regular	0.00	6,648.24	70061
P00C2375469	Invoice	08/01/2021	GF-EQUIPMENT REPAIRS-STREETS	0.00	2,339.16	
P00C2375470	Invoice	08/01/2021	GF-EQUIPMENT REPAIR-STREETS	0.00	750.60	
S09W0859033	Invoice	08/01/2021	GF-EQUIPMENT MAINTENANCE-STREETS	0.00	3,558.48	
001963	WASTE CONNECTIONS OF COLO, INC	08/10/2021	Regular	0.00	435.57	70062
5452550	Invoice	08/01/2021	GF-TRASH SRVC JUL21 HWY52-WTP	0.00	265.00	
5452734	Invoice	08/01/2021	GF-TRASH SRVC JUL21-PW SHOP	0.00	170.57	
001183	WAXIE SANITARY SUPPLY	08/10/2021	Regular	0.00	1,226.38	70063
80180532	Invoice	08/01/2021	GF-SUPPLIES	0.00	257.53	
80180536	Invoice	08/01/2021	REC-SUPPLIES	0.00	968.85	
001212	WILLIAMS AND WEISS CONSULTING	08/10/2021	Regular	0.00	3,225.00	70064
1551	Invoice	08/04/2021	2021 WATER ENGINEERING	0.00	3,225.00	
001224	XCEL ENERGY-GAS	08/10/2021	Regular	0.00	330.20	70065
742003195	Invoice	08/01/2021	GF-JUL21 GAS BILL	0.00	330.20	
000031	ADAMSON POLICE PRODUCTS	08/17/2021	Regular	0.00	22.43	70066
INV358795	Invoice	08/01/2021	GF-UNIFORMS-PD	0.00	22.43	
000037	ADVANCED URGENT CARE AND OCC MED	08/17/2021	Regular	0.00	110.00	70067
70783	Invoice	08/06/2021	GF-PRE EMPLOYMENT SCREEN-HR	0.00	55.00	
70799	Invoice	08/06/2021	GF-PRE EMPLOYMENT SCREEN-HR	0.00	55.00	
001293	AMAZON.COM	08/17/2021	Regular	0.00	1,713.42	70068
1QPF-DXFM-7L9L	Invoice	08/06/2021	Amazon Purchases	0.00	1,713.42	
000091	AQUA BACKFLOW, INC	08/17/2021	Regular	0.00	360.00	70069
2021-1653	Invoice	08/04/2021	UF-ANNUAL SUBSCRIPTION-W LINES	0.00	360.00	
000108	AUSMUS LAW FIRM PC	08/17/2021	Regular	0.00	1,200.00	70070
7226	Invoice	08/05/2021	GF-PROSECUTION SERVICES-COURT	0.00	1,200.00	
002845	AUTUMN RAMIREZ	08/17/2021	Regular	0.00	200.00	70071
2006722	Invoice	08/05/2021	REC-ROOM RENTAL REFUND	0.00	200.00	
000136	BG'S JAPANESE DESIGNS	08/17/2021	Regular	0.00	68.00	70072
6262	Invoice	08/03/2021	GF-UNIFORMS-PD	0.00	68.00	
000232	CIRSA	08/17/2021	Regular	0.00	1,686.00	70073
211027	Invoice	08/01/2021	GF-PC6013628 DEDUCTIBLE	0.00	336.00	
211405	Invoice	08/06/2021	GF-DEDUCTIBLES-MISC	0.00	1,350.00	
000239	CITY OF FORT LUPTON	08/17/2021	Regular	0.00	100.00	70074
80621	Invoice	08/06/2021	GF-SPECIAL EVENTS APPLICATION	0.00	100.00	
000253	CO DEPT OF PUBLIC HEALTH AND ENVIRONMENT	08/17/2021	Regular	0.00	865.00	70075
FGD20210882	Invoice	08/02/2021	UF-6/22-7/21 DRINKING WATER FEE-WATER	0.00	865.00	
002841	COLORADO JUMPS INC.	08/17/2021	Regular	0.00	3,050.00	70076
243179	Invoice	08/01/2021	GF-CARNIVAL SWING	0.00	3,050.00	
000306	COMCAST BUSINESS	08/17/2021	Regular	0.00	2,225.14	70077
127507995	Invoice	08/01/2021	GF-AUG21 INTERNET SERVICE	0.00	2,225.14	
000307	COMCAST CABLE COMM, LLC	08/17/2021	Regular	0.00	324.46	70078
163725 AUG21	Invoice	08/01/2021	GF-PHONE SRVC 8/8-9/7/21	0.00	173.81	
6460124495 AUG...	Invoice	08/01/2021	CPR-CABLE-COM CTR	0.00	150.65	

Check Report

Date Range: 08/04/2021 - 08/17/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000455	FASTENAL COMPANY 01COFTL	08/17/2021	Regular	0.00	3.03	70079
COFTL177734	Invoice	08/01/2021	GF-PARTS-PARKS	0.00	3.03	
001881	HALO BRANDED SOLUTIONS INC	08/17/2021	Regular	0.00	523.63	70080
2021000013754	Invoice	08/01/2021	REC-SUMMER CAMP SHIRTS	0.00	523.63	
002844	JAMI OSBORN	08/17/2021	Regular	0.00	65.00	70081
2006721	Invoice	08/05/2021	REC-SHELTER RENTAL REFUND	0.00	65.00	
000869	OPERATIONS MANAGEMENT INT	08/17/2021	Regular	0.00	120,324.80	70082
351230-22-09	Invoice	08/03/2021	UF-OMI MONTHLY BILLING	0.00	120,324.80	
001643	PROCEDURE INC	08/17/2021	Regular	0.00	9,212.58	70083
1942	Invoice	08/05/2021	GF-JULY21 PERMIT/INSPECTION FEES-PLANN...	0.00	9,212.58	
002493	QUADIENT LEASING USA INC	08/17/2021	Regular	0.00	433.59	70084
N8990793	Invoice	08/06/2021	GF-QTRLY LEASE PAYMENT-ADMIN	0.00	433.59	
002840	SARIE ALCANTAR	08/17/2021	Regular	0.00	65.00	70085
2006720	Invoice	08/03/2021	REC-SWIM LESSONS/SOCCER REFUND	0.00	65.00	
002837	SECURITY METRICS, INC	08/17/2021	Regular	0.00	1,529.96	70086
2396573	Invoice	08/10/2021	Security Metrics PCI Compliance	0.00	1,529.96	
001008	SHRED-IT USA LLC	08/17/2021	Regular	0.00	60.00	70087
8182616953	Invoice	08/01/2021	GF-SHREDDING SERVICES- CITY CL	0.00	60.00	
002816	THE CIRCUIT CLERK	08/17/2021	Regular	0.00	720.00	70088
002	Invoice	08/08/2021	GF-MARIJUANA LICENSING CONSULTATION...	0.00	720.00	
001137	UNITED POWER	08/17/2021	Regular	0.00	41,876.90	70089
AUG21	Invoice	08/04/2021	GF-JUL21 ELECTRIC BILLS	0.00	41,876.90	
001149	UTILITY NOTIFICATION CENTER	08/17/2021	Regular	0.00	357.72	70090
221070621	Invoice	08/01/2021	SSTX-JUL21 RTL TRANSMISSIONS-STREETS	0.00	357.72	
001153	VALLEY FIRE EXTINGUISHER	08/17/2021	Regular	0.00	78.00	70091
147054	Invoice	08/09/2021	GF-ANNUAL INSPECTION- PARKS	0.00	78.00	
001963	WASTE CONNECTIONS OF COLO, INC	08/17/2021	Regular	0.00	633.80	70092
5452733	Invoice	08/01/2021	GF-TRASH SERVICE JUL21 130 S MCKINLEY	0.00	117.64	
5452735	Invoice	08/01/2021	CPR-TRASH SERVICE JULY21 203 S HARRISON	0.00	359.42	
5452736	Invoice	08/01/2021	CEM-TRASH SERVICE JUL21 13750 WCR12	0.00	57.01	
5452737	Invoice	08/01/2021	GF-TRASH SERVICE JUL21 HWY 52 PEARSON ...	0.00	99.73	
001183	WAXIE SANITARY SUPPLY	08/17/2021	Regular	0.00	880.96	70093
80172301	Invoice	08/01/2021	GF-WASTE BAGS-PARKS	0.00	88.00	
80200184	Invoice	08/06/2021	GF-JANITORIAL SUPPLIES	0.00	589.46	
80200225	Invoice	08/06/2021	GF-TRASH BAGS-PARKS	0.00	203.50	
001189	WELD COUNTY ACCTG DEPART	08/17/2021	Regular	0.00	9,384.22	70094
JULY2021	Invoice	08/01/2021	GF-JULY21 FUEL PURCHASES	0.00	9,384.22	
001199	WELD COUNTY PUBLIC SAFETY IT	08/17/2021	Regular	0.00	465.00	70095
FORTLUPTONPF-0...	Invoice	08/06/2021	GF-NETMOTION LICENSE-PD REC	0.00	465.00	
001208	WHITE BEAR ANKELE TANAKA & WALDRON	08/17/2021	Regular	0.00	1,522.13	70096
17149	Invoice	08/01/2021	GF-RESOLUTION LUPTION VILLAGE	0.00	1,522.13	
002839	WICK SCHOOL OF DANCE, INC	08/17/2021	Regular	0.00	400.00	70097
9112021-1	Invoice	08/03/2021	GF-DANCERS	0.00	400.00	
001217	WOHNRADE CIVIL ENGINEERS INC	08/17/2021	Regular	0.00	907.00	70098
2204	Invoice	08/08/2021	GF- 9th Street Design- Streets	0.00	907.00	

Check Report

Date Range: 08/04/2021 - 08/17/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000309	COMDATA BUSINESSLINK	08/04/2021	Bank Draft	0.00	32,763.43	DFT0001728
80421	Invoice	08/04/2021	GF-PD CREDIT CARD CHARGES PARKS,REC,G...	0.00	32,763.43	
001265	IRS	08/09/2021	Bank Draft	0.00	49.10	DFT0001740
INV0001015	Invoice	08/09/2021	Federal Withholding	0.00	49.10	
001418	CO DEPARTMENT OF REVENUE	08/09/2021	Bank Draft	0.00	7.60	DFT0001741
INV0001016	Invoice	08/09/2021	CO Withholding	0.00	7.60	
000119	BANK OF COLORADO	08/13/2021	Bank Draft	0.00	5,843.08	DFT0001742
INV0001017	Invoice	08/13/2021	HSA DISTRIBUTION	0.00	5,843.08	
000119	BANK OF COLORADO	08/13/2021	Bank Draft	0.00	601.45	DFT0001743
INV0001018	Invoice	08/13/2021	HSA DISTRIBUTION	0.00	601.45	
001416	VALIC_1	08/13/2021	Bank Draft	0.00	29,219.35	DFT0001744
INV0001019	Invoice	08/13/2021	VALIC - 457(b) \$ Contributions	0.00	29,219.35	
001265	IRS	08/13/2021	Bank Draft	0.00	55,520.13	DFT0001745
INV0001020	Invoice	08/13/2021	Federal Withholding	0.00	55,520.13	
001418	CO DEPARTMENT OF REVENUE	08/13/2021	Bank Draft	0.00	9,265.94	DFT0001746
INV0001021	Invoice	08/13/2021	CO Withholding	0.00	9,265.94	
000255	CO DEPARTMENT OF REVENUE	08/12/2021	Bank Draft	0.00	11.60	DFT0001749
73121	Invoice	08/11/2021	REC CENTER JULY 2021 SALES TAX	0.00	11.60	
001265	IRS	08/13/2021	Bank Draft	0.00	-49.88	DFT0001751
CM0000020	Credit Memo	08/13/2021	Federal Withholding	0.00	-49.88	
001418	CO DEPARTMENT OF REVENUE	08/13/2021	Bank Draft	0.00	-7.83	DFT0001752
CM0000021	Credit Memo	08/13/2021	CO Withholding	0.00	-7.83	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	102	80	0.00	754,178.73
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	11	11	0.00	133,223.97
EFT's	0	0	0.00	0.00
	113	91	0.00	887,402.70

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	158	114	0.00	853,259.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	12	12	0.00	137,816.84
EFT's	0	0	0.00	0.00
	170	126	0.00	991,076.10

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	8/2021	103,673.40
999	POOLED CASH/CONSOLIDATED CASH	8/2021	887,402.70
			991,076.10

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
August 3, 2021

The City Council of the City of Fort Lupton met in a regular session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Tuesday, August 3, 2021. Due to the COVID-19 virus, the meeting was held with remote access provided through GoToWebinar. Mayor Zo Stieber called the meeting to order at 7:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were Mayor Zo Stieber and Councilmembers Shannon Rhoda, Chris Ceretto, Michael Sanchez, Tommy Holton, and Bruce Fitzgerald. Councilmember David Crespin participated remotely through GoToWebinar.

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, City Attorney, Andy Ausmus, Public Works Director, Roy Vestal, Police Chief, John Fryar, Planning Director, Todd Hodges, and Finance Director, Leann Perino.

PERSONS TO ADDRESS COUNCIL

LaVon Watson with the South Platte Valley Historical Society invited the Council to attend the Trapper Days festivities at the Fort, September 11, 2021.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the August 3, 2021, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Bruce Fitzgerald and seconded by Tommy Holton to approve the Consent Agenda as presented with the following items: July 20, 2021 City Council Meeting Minutes, Second Reading Ordinance 2021-1119 AN ORDINANCE AMENDING ARTICLE I OF CHAPTER 2 OF THE FORT LUPTON MUNICIPAL CODE REGARDING MUNICIPAL CAMPAIGN FINANCE COMPLAINTS, Second Reading Ordinance 2021-1120 AN ORDINANCE CHANGING CODE ENFORCEMENT OFFICER MANAGEMENT BY AMENDING SECTION 2-63 OF THE FORT LUPTON MUNICIPAL CODE, Second Reading Ordinance 2021-1121 ADOPT ORDINANCE 2021-1121 ANNEXING LAND LEGALLY DESCRIBED IN EXHIBIT "A" KNOWN AS THE FORT LUPTON EAST ANNEXATION, Second Reading Ordinance 2021-1122 ADOPT ORDINANCE 2021-1122 INITIALLY ZONING LAND KNOWN AS THE FORT LUPTON EAST INITIAL ZONING, LEGALLY DESCRIBED IN EXHIBIT A, TO THE "A" AGRICULTURAL ZONE DISTRICT, Approving Resolution 2021R049 RATIFYING THE MAYOR'S APPOINTMENT OF CARLOS BARRON AND

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
August 3, 2021

JAMES DOANES TO THE PUBLIC SAFETY COMMITTEE FOR A TERM BEGINNING AUGUST 3, 2021 AND ENDING DECEMBER 31, 2021 (AM 2021-127), Authorize Payment to the Northern Colorado Water Conservancy District for Southern Supply Water Project Operations & Maintenance for an Amount not to Exceed \$57,319.17 (AM 2021-128), Accept Quotes From Rexel of Longmont of \$7,351.92 for a New Variable Frequency Drive (VDF) and Weifield Group for Installation of the VFD for not to Exceed \$10,000.00 for a Total of not to Exceed \$18,000.00 (AM 2021-129), Approve Resolution 2021R50 A RESOLUTION RATIFYING THE APPOINTMENT OF THOMAS H. HOLTON BY THE MAYOR TO THE PLANNING COMMISSION AS A REGULAR MEMBER FOR A THREE-YEAR TERM BEGINNING AUGUST 4, 2021 AND ENDING AUGUST 4, 2024 (AM 2021-130), Approving Resolution 2021R048 APPROVING PAYMENT OF \$7,840,768 TO NORTHERN COLORADO WATER CONSERVANCY DISTRICT FOR THE WINDY GAP FIRING PROJECT. Motion passed unanimously on roll call vote.

Consideration of the Been Minor Subdivision

Councilmember Shannon Rhoda stated that she has reviewed a legal memorandum and based upon the memo, she made a motion to reconsider the vote taken on July 20, 2021, denying the Resolution 2021R046, a Resolution of the City Council of Fort Lupton Approving the Been Minor Subdivision to Create Four Separate Lots on a Property. Tommy Holton seconded the motion. Motion passed on roll call vote with David Crespín and Chris Ceretto abstaining.

The City Attorney, Andy Ausmus, advised the Council that it is his advice that the reconsideration of the original matter be continued to a future date as opposed to being heard tonight. This allows proper noticing and preparation of parties who are participating. This is what the applicant's attorney has requested as well.

The Council continued the hearing to September 21, 2021.

PUBLIC HEARINGS

AM 2021-117 Approve a Resolution for a Special Use Permit for an RV Park Known as the Been RV Park

It was moved by Tommy Holton and seconded by Michael Sanchez to table the public hearing for the Special Use Permit for an RV Park Known as the Been RV Park to October 5, 2021. Motion passed on roll call vote with Chris Ceretto abstaining.

Mayor Stieber called for a recess at 7:14 p.m. The meeting reconvened at 7:19 p.m.

INFORMATION MEMORANDUM

The City of Fort Lupton, Weld Re-8 and Fort Lupton Public and School Library welcomed Thomas Samblanet as the new Library Director. Mr. Samblanet joined the Fort Lupton Public and School Library in October 2020 as the Assistant Director.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
August 3, 2021**

STAFF

There were no reports from staff.

MAYOR/COUNCIL REPORTS

There were no reports from the Mayor or Council.

FUTURE CITY EVENTS

August 3, 2021	National Night Out, 1st Street & McKinley Avenue, 5-8:00 p.m.
August 10, 2021	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
August 17, 2021	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
August 20, 2021	Jacobs Golf Tournament, Coyote Creek Golf Course
August 31, 2021	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
September 6, 2021	City Offices Closed in Observance of Labor Day
September 7, 2021	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.

ADJOURNMENT

Mayor Stieber adjourned the meeting at 7:25 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council

Zo Stieber, Mayor

CITY OF
Fort Lupton
EST 1836

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

AM 2021-131

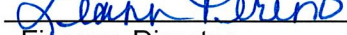
RATIFY MAYOR STIEBER'S SIGNATURE ON NORTHER COLORADO WATER CONSERVANCY DISTRICTS (NCWCD) WINDY GAP FIRING ESCROW AGREEMENT

- I. **Agenda Date:** Council Meeting – August 17, 2021
- II. **Attachments:**
 - a. Escrow Agreement
- III. **Summary Statement:**

NCWCD required an executed escrow agreement with the cash payment for the Windy Gap Firing Project.

- | | | |
|------|-----------------------------------|---|
| IV. | <u>Submitted by:</u> | 

Leann Perino, Finance Director |
| V. | <u>Finance Reviewed</u> | 

Finance Director |
| VI. | <u>Approved for Presentation:</u> | 

City Administrator |
| VII. | <u>Attorney Reviewed</u> | <div style="display: flex; justify-content: space-between;"> <div> _____
 Approved </div> <div> _____
 Pending Approval </div> </div> |

VIII. Certification of Council Approval:

City Clerk

Date _____

IX. Detail of Issue/Request:

NCWCD required an executed escrow agreement with the cash payment for the Windy Gap FIRMING Project. The \$7.8M payment was due on August 6, 2021 into an escrow account set up by NCWCD. The escrow agreement was not sent to the City until August 4, 2021.

X. Legal/Political Considerations:

City Attorney, Andy Ausmus and water attorney, Eric Trout both approved the agreement.

XI. Alternatives/Options:

None.

XII. Financial Considerations:

None

XIII. Staff Recommendation:

Staff recommends ratifying Mayor Stieber's signature on the Escrow Agreement.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made effective as of August 6, 2021, by and between the Windy Gap Firing Project Water Activity Enterprise (the “**WGFP Enterprise**”), and the City of Fort Lupton Utility Enterprise (the “**Cash Allottee**”), and is made with reference to the following facts:

RECITALS

A. The WGFP Enterprise is a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution organized pursuant to C.R.S. §§ 37-45.1-101 *et seq.* that is owned by the Municipal Subdistrict, Northern Colorado Water Conservancy District, and whose address is 220 Water Avenue, Berthoud, Colorado 80513. The WGFP Enterprise is a water activity enterprise that will exercise the authorities granted by C.R.S. §§ 37-45-101 *et seq.*, 37-45.1-101 *et seq.*, 31-35-401 *et seq.*, and any other relevant grant of statutory authority, for the purpose of the planning, financing, acquisition, construction, operation, administration, maintenance, repair, replacement, rehabilitation, and improvement of the Windy Gap Firing Project (“WGFP”).

B. Cash Allottee is a government-owned business within the meaning of Article X, section 20(2)(d) of the Colorado Constitution owned by the City of Fort Lupton.

C. Pursuant to the WGFP Allotment Contract between the WGFP Enterprise and Cash Allottee, Cash Allottee has elected to make upfront cash payments (the “Capital C&E Funding Cash Payments”) to the WGFP Enterprise for the purpose of paying Cash Allottee’s pro rata obligation, based on the WGFP Participation Percentages, to fund Initial C&E (“Capital C&E Funding Obligations”). Specifically, Cash Allottee has elected to make an initial Capital C&E Funding Cash Payment of \$7,840,767.20, which is equal to 100% of its Capital Funding Obligations for Initial C&E.

D. In accordance with the WGFP Allotment Contract, the WGFP Enterprise has established and agreed to maintain an Escrow Fund with segregated accounts for each WGFP Allottee required to make a Capital C&E Funding Cash Payment into such Escrow Fund.

AGREEMENT

THEREFORE, in consideration of the facts recited above and of the covenants, terms, and conditions set forth herein, the parties agree as follows:

1. Definitions. Each and every definition set forth in the foregoing “introduction” and “recitals” is hereby incorporated into this Escrow Agreement by this reference. Capitalized terms not defined herein shall have the meanings assigned those terms in the WGFP Allotment Contract. To the extent the definition of a capitalized term herein conflicts with the definition of such term in the WGFP Allotment Contract, the definition in the WGFP Allotment Contract shall prevail.

2. Establishment of Fort Lupton Proceeds Fund. Within the Escrow Fund, there is hereby created and established a special fund designated “Fort Lupton – Capital C&E Funding Cash Payment Proceeds Fund” (the “Fort Lupton Proceeds Fund”), which shall be held in trust by

the WGFP Enterprise separate and apart from all other funds of the WGFP Enterprise. The Fort Lupton Proceeds Fund shall be a separate account from any other funds or accounts in the Escrow Fund funded with proceeds provided by other WGFP Allottees.

3. Deposit of Capital C&E Funding Cash Payment. The proceeds of the Capital C&E Funding Cash Payment paid by Cash Allottee to the WGFP Enterprise pursuant to the WGFP Allotment Contract shall be deposited in the Fort Lupton Proceeds Fund and applied to the Cash Allottee's Capital Funding Obligations set forth under the WGFP Allotment Contract.

4. Disbursements From Fort Lupton Proceeds Fund. The WGFP Enterprise shall disburse amounts from the Fort Lupton Proceeds Fund on a periodic basis for the payment of amounts due and owing on account of the Cash Allottee's Capital C&E Funding Obligations. Such periodic disbursements from the Fort Lupton Proceeds Fund shall occur simultaneously with disbursements from the funds and accounts funded with proceeds provided by all of the WGFP Allottees, whether through the provision of cash, through the participation in a financing by the WGFP Enterprise, or through both. Each disbursement from the Fort Lupton Proceeds Fund shall be in an amount where the ratio of such amount to the total disbursement for Initial C&E at such time is equal to the Cash Allottee's WGFP Participation Percentage attributable to its Capital Funding Cash Payment at the time of any such disbursement.

5. Investment of Proceeds. Any moneys in the Fort Lupton Proceeds Fund not presently needed for payment of the Cash Allottee's Capital Funding Obligations as set forth above may be invested in any legal investments for monies of the WGFP Enterprise maturing or otherwise available not later than the date upon which such moneys will be needed according to a schedule of anticipated payments from the Fort Lupton Proceeds Fund prepared by the WGFP Enterprise in connection with the WGFP. Any such investments shall be made in accordance with the investment policies adopted by the WGFP Enterprise and shall be held by the WGFP Enterprise, in trust, for the account of the Fort Lupton Proceeds Fund until maturity or until sold, and at maturity or upon such sale the proceeds received therefrom including accrued interest and premium, if any, shall be immediately deposited in the Fort Lupton Proceeds Fund and shall be disposed of in the manner and for the purposes provided in the WGFP Allotment Contract.

6. Reporting. The WGFP Enterprise shall provide Cash Allottee with periodic (no less than quarterly) reports regarding the disbursement of funds from the Fort Lupton Proceeds Fund under the terms of this Escrow Agreement.

7. Reimbursement or Transfer After Initial C&E Paid in Full. If the WGFP Enterprise holds any moneys in the Fort Lupton Proceeds Fund after the WGFP Enterprise determines that all Initial C&E has been paid in full, then the WGFP Enterprise shall, at Cash Allottee's option, either reimburse such proceeds to Cash Allottee or transfer and credit such proceeds to Cash Allottee's payment of other costs due under its WGFP Allotment Contract.

8. Counterparts. This Escrow Agreement may be executed by the WGFP Enterprise and the Cash Allottee in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Facsimile and electronic signatures shall be binding for all purposes

9. **Severability.** If one or more clauses, sentences, paragraphs or provisions of this Escrow Agreement shall be held to be unlawful, invalid or unenforceable, the remainder of this Escrow Agreement shall not be affected thereby.

10. **Choice of Law.** This Agreement shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the WGFP Enterprise and the Cash Allottee, pursuant to resolutions duly and regularly adopted by their respective governing bodies, have caused their names to be affixed by their proper and respective officers as of the date set forth above.

CITY OF FORT LUPTON UTILITY ENTERPRISE

By: _____
Name: ZO STIEBER
Title: MAYOR



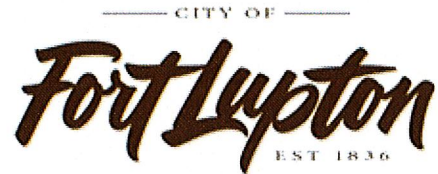
ATTEST:

By: Maricela Peña
Title: City Clerk

**WINDY GAP FIRMING PROJECT WATER ACTIVITY ENTERPRISE
MUNICIPAL SUBDISTRICT, NORTHERN COLORADO WATER CONSERVANCY
DISTRICT**

By: _____
Name: _____
Title: _____

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Zo Stieber, Mayor

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

AM 2021-132

**APPROVING A RESOLUTION RATIFYING THE MAYOR'S APPOINTMENT OF EVELYN HARLAN
TO THE FORT LUPTON PUBLIC AND SCHOOL LIBRARY BOARD AS A TRUSTEE FOR A TERM
TO EXPIRE AUGUST 17, 2025**

I. **Agenda Date:** Council Meeting – August 17, 2021

II. **Attachments:** a. Resolution 2021-xxx
b. Application

III. **Summary Statement:**

Evelyn Harlan has made application for the Fort Lupton Public and School Library Board. Per the Intergovernmental Agreement, three (3) trustees shall be appointed by the City Council.

All voting members of advisory committees shall live within one of the following zones: school district, fire district, or Fort Lupton zip code.

IV. **Submitted by:**

Maricela Peña, City Clerk

V. **Reviewed by:**

Leann Deuno
Finance Director

VI. **Approved for Presentation:**

[Signature]
City Administrator

VII. **Attorney Review**

Approved

Pending Approval

VII. **Certification of Council Approval:**

City Clerk

Date

VIII. Detail of Issue/Request:

Evelyn Harlan has submitted an application for the Mayor to consider appointment to the Fort Lupton Public and School Library Board. Per the Intergovernmental Agreement, executed November 18, 2013, between the City of Fort Lupton and the Weld County School District Re-8, three (3) trustees shall be appointed by the City Council and three (3) trustees shall be appointed by the School Board. Each board member's term shall not exceed four (4) years and no board member may serve more than two (2) consecutive terms. This will be Ms. Harlan's first four-year term

IX. Legal/Political Considerations:

None noted.

X. Alternatives/Options:

1. Approve the Resolution.
2. Don't approve the Resolution.

XI. Financial Considerations:

None noted.

XII. Staff Recommendation:

Approve the proposed resolution.

RESOLUTION 2021Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF EVELYN HARLAN TO THE FORT LUPTON PUBLIC AND SCHOOL LIBRARY BOARD FOR A TERM TO EXPIRE AUGUST 17, 2025

WHEREAS, Evelyn Harlan has submitted an application for the Mayor to consider appointment to the Fort Lupton Public and School Library Board; and

WHEREAS, per the Intergovernmental Agreement executed November 18, 2013, three (3) trustees shall be appointed by the City Council; and

WHEREAS, each board member's term shall not exceed four (4) years and no board member may serve more than two (2) consecutive terms; and

WHEREAS, this will be Evelyn Harlan's first four-year consecutive term.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of Evelyn Harlan to the Fort Lupton Public and School Library Board for a term to expire August 17, 2025.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 17th DAY OF AUGUST 2021.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

Fort Lupton Public and School Library

Board Member Application



Date 5/7/21

Name Evelyn B Harlan
First Middle Last

Home Address [Redacted] Fort Lupton 80621
Street City Zip

Business Address N/A
Street City Zip

Home Phone [Redacted] Cell Phone [Redacted]

Email [Redacted]

Profession, Occupation/Employer, Titles domestic engineer, homeschool
teacher

(If more than one, please list all and indicate which is primary.)

Civic/Professional Affiliations, Offices, Activities

District H Captain - currently

Precinct committee person since 2008

(Please indicate if you hold or have held an elected or appointed public office and when.
Include appointments to any councils or commissions.)

Education: 12 years or less _____ 12-16 years X Over 16 years _____

Trade or Technological Training Accounting A.A.S

Highest Degree AAS 2004 Community College of Aurora
Degree Year Institution

State the qualities you feel you could bring to the Library Board I have a love
of the library, it's employees, and the community of
Fort Lupton. I have the time and desire to see
the library succeed.

Please list two references below:

1)

Name

Phone Number

2)

Name

Phone Number

Questionnaire

As a library board member, I would like to be able to:

☒ Attend regular meetings on the 3rd Thursday of each month from 6:30–7:30 p.m.

I would serve on selected standing committees and on special project committees such as:

☐ Trust Committee

☐ Budget Committee

☒ Policy Committee

☒ Art and Quilt Show on Trapper's Day

☐ Long Range Planning Committee

☐ Attend Colorado Library Trustee Association meetings

Use the space below for additional comments, length of residency in Weld County, particular activities or background relevant to appointment, etc.

I have lived at my current residence for almost 21 years. All of these years my family has used the library and has supported many programs, both through attendance and cleanup. I understand the workings of the library as well as anyone who hasn't actually worked there.

A criminal background check will be run on every applicant and the results of that background check may impact a candidate's eligibility to serve on the board.

Signature



Date

5/7/21

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 2, 2021, Coordinated 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 2, 2021; 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 2, 2021, Coordinated 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 2, 2021, 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). The Jurisdiction shall also be responsible for costs of recounts pursuant to C.R.S. §§1-10.5-107 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 **3rd**, Jurisdiction shall notify all candidates to call the Election Office at 970-400-3109, 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 _____, 2021.

WELD COUNTY CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF WELD COUNTY

Carly Koppes, Clerk and Recorder

Steve Moreno, 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)

2021 COORDINATED ELECTION IMPORTANT DATES



Weld County will conduct a Mail Ballot election on November 2, 2021. The Intergovernmental Agreement (IGA) for this election is enclosed. Please sign and return it to the Weld County Clerk & Recorder by August 24, 2021.

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)

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 23 | Last day to notify the County Clerk that you will be participating in the Coordinated Election C.R.S. 1-7-116(5); 1-1-106(5) |
| Aug. 24 | Last day to sign IGA for Coordinated Election C.R.S. 1-7-116(2) |
| Sept. 3 | Last day for each Political Subdivision to certify ballot order and content to County Clerk C.R.S. 1-5-203(3)(a) |
| Sept. 3 | Jurisdiction shall notify all candidates to call the Election Office at 970-400-3109 to leave a voice mail on how to pronounce the candidate's name. Candidate should also state which race they are running for. |
| Sept. 20 | Final day for Designated Election Official (DEO) to submit ballot issue (pros/cons) information to County Clerk C.R.S. 1-7-904 |
| Oct. 1 | 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. 8 | First day ballots may be mailed to voters, except UOCAVA voters. C.R.S. 1-7.5-107(3)(a)(II) |
| Oct. 8 | First day 24-hour ballot boxes open. October 8th through November 2nd. |
| Oct. 13 | Last day for County Clerk to publish legal notice. C.R.S. 1-1-104(34), C.R.S. 1-5-205(1) |
| Oct. 25 | First day Voter Service and Polling Centers must be open C.R.S. 1-7.5-107(4.5) |
| Nov. 2 | ELECTION DAY!!!!!! (Voter Service and Polling 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 Crespin, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2021-133

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 AND DESIGNATING MARICELA PEÑA AS THE ELECTION OFFICER FOR THE CITY

I. **Agenda Date:** Council Meeting – August 17, 2021

- 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. Some councilmember terms are up for re-election and 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 23, 2021 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 24, 2021.

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:

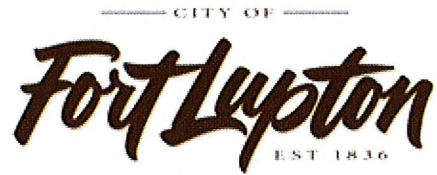
On Page 2, Section 3 (g) of the IGA, states that the Jurisdiction must pay the sum of \$1.25 per registered elector eligible to vote in the Jurisdiction’s election as of November 2, 2021, with a \$200 minimum regardless of whether the election is actually held. A review of the voter registration list indicated there are approximately 4,800 registered electors residing in the City of Fort Lupton resulting in an estimated cost of \$6,000.00.

This is a 2021 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 1, 2021, Coordinated Election.

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Zo Stieber, Mayor

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

AM 2021-134

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

I. **Agenda Date:** Council Meeting – August 16, 2021

II. **Attachments:** a. Ordinance 2021-10XX
b. Dedication of ROW

III. **Summary Statement:**

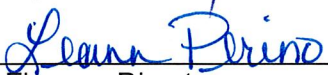
To accept the dedication of a 55 feet wide public Right of Way located north of the centerline of County Road 24 approximately 190-feet along the frontage of the Smith special use permit site plan, in the Southeast ¼ of Section 3, Township 2 North, Range 67W from Richard Allen and Deborah L. Smith.

IV. **Submitted by:**



Roy Vestal, Public Works Director

V. **Finance Reviewed**



Leann Perino
Finance Director

VI. **Approved for Presentation:**



City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

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

Original dedication provided of 25-feet located adjacent to the existing 60-feet of Right of Way for CR 24 (Ordinance 2020-1102 approved with AM 2020-169). Concerns from County staff of leaving the 30-feet of this property detached from the remaining portion of the property.

This dedication includes property from section line (southern property line) to 55-feet north for ROW dedication.

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 55-feet of public Right-of-Way from Richard Allen and Deborah L. Smith.

ORDINANCE NO. 2021-xxxx

INTRODUCED BY:

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

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

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

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

THIS RIGHT OF WAY IS CREATED AND GRANTED THIS 17th DAY OF AUGUST 2021.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 17th Day of August 2021.

PUBLISHED in the Fort Lupton Press the 25th Day of August 2021.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this __ day of __ 2021.

PUBLISHED BY TITLE ONLY the ____ day of ____ 2021.

EFFECTIVE (after publication) the _ day of _ 2021.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

DEDICATION OF PUBLIC RIGHT OF WAY

The undersigned being the fee simple owner of all the real estate described herein, for good and valuable consideration, does hereby grant and dedicate to the City of Fort Lupton, Weld County, Colorado, on and behalf of and for the public, for use as right-of-way for public purposes, the following described real estate situated in Weld County, Colorado, the portion of CR 24 Right Of Way being dedicated is described as all of that portion lying north of the centerline of CR 24 ROW, north 55-feet for a distance of 145.21-feet along the southern property line, more particularly described on Exhibit A, and as shown on the sketch, attached hereto and made a part hereof.

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

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

THIS RIGHT OF WAY CREATED AND GRANTED THIS ____ DAY OF _____, 2021.

LAND OWNER/GRANTOR:

Richard Allen Smith.

Deborah L. Smith

Attested to:

Notary

STATE OF COLORADO)
)SS.
COUNTY OF WELD)

Subscribed and sworn to before me this _____ day of _____, 2021 by Richard Allen & Deborah L. Smith

Witness my hand and official seal.

NOTARY PUBLIC

EXHIBIT "A"

COUNTY ROAD 24 RIGHT-OF-WAY:

A 55-FOOT WIDE STRIP OF LAND BEING A PORTION OF A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

COMMENCING AT THE SOUTH 1/16 CORNER OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND ALSO BEING THE POINT OF BEGINNING.

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, NORTH 89°57'09" EAST FOR A DISTANCE OF 38.94 FEET;

THENCE DEPARTING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, NORTH 06°07'10" EAST FOR A DISTANCE OF 55.32 FEET;

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

THENCE SOUTH 00°01'21" EAST FOR A DISTANCE OF 55.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3,

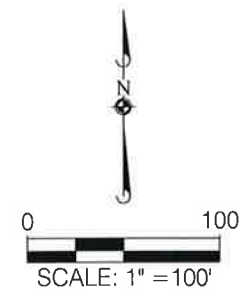
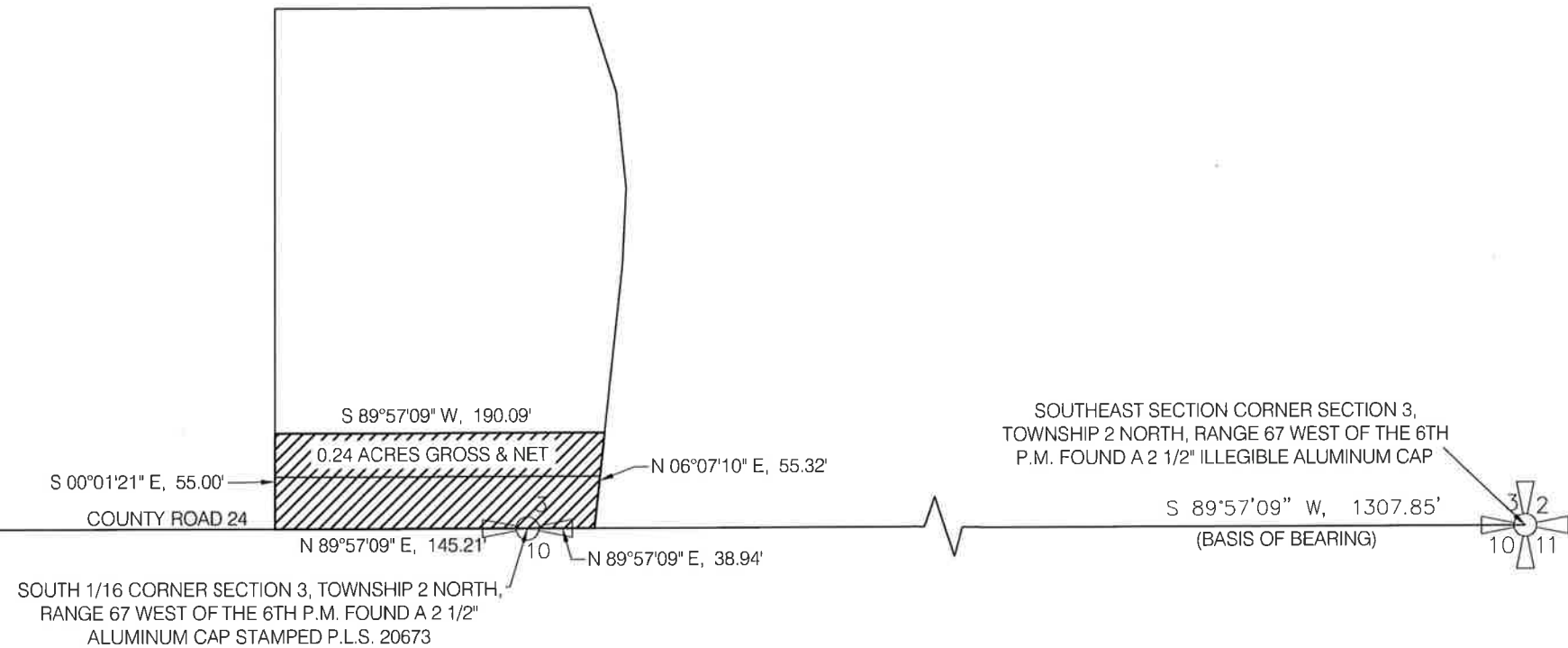
THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, NORTH 89°57'09" EAST FOR A DISTANCE OF 145.21 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 0.24 ACRES.



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

EXHIBIT A



DATE: 7-21-2021
JOB NO: 2778-01

COUNTY ROAD RIGHT-OF-WAY
SECTION 3, TOWNSHIP 2 NORTH, RANGE 67 WEST,
6TH P.M., WELD COUNTY, CO

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

ORDINANCE NO. 2021-1114

INTRODUCED BY:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, ENACTING A NEW ARTICLE XII OF CHAPTER 6 OF THE FORT LUPTON MUNICIPAL CODE REGARDING THE REGULATIONS AND LICENSING OF MEDICAL MARIJUANA STORES

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 18th day of May 2021.

PUBLISHED in the Fort Lupton Press the 26th day of May 2021.

FINALLY READ PASSED AND ORDERED PUBLISHED IN ITS ENTIRETY this 20th day of July 2021.

PUBLISHED IN ITS ENTIRETY the 28th day of July 2021.

EFFECTIVE (after publication) the 27th day of August 2021.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

ORDINANCE NO. 2021-1115

INTRODUCED BY:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, ENACTING A NEW ARTICLE XIII OF CHAPTER 6 OF THE FORT LUPTON MUNICIPAL CODE REGARDING THE REGULATIONS AND LICENSING OF RETAIL MARIJUANA STORES

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 18th day of May 2021.

PUBLISHED in the Fort Lupton Press the 26th day of May 2021.

FINALLY READ PASSED AND ORDERED PUBLISHED IN ITS ENTIRETY this 20th day of July 2021.

PUBLISHED IN ITS ENTIRETY the 28th day of July 2021.

EFFECTIVE (after publication) the 27th day of August 2021.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

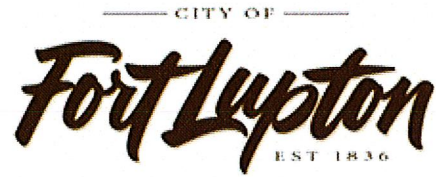
ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Zo Stieber, Mayor

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

AM 2021-135

**APPROVING A RETENTION BONUS TO 12 POLICE OFFICERS FOR LONGEVITY FOR AN
AMOUNT OF \$20,664 ALLOCATED FROM THE GENERAL FUND**

I. **Agenda Date:** Council Meeting – August 17, 2021

II. **Attachments:**

III. **Summary Statement:**

This AM would allocate an officer retention bonus of \$3,000 to police officers. This bonus would be paid in two payments of \$1,500 each, October 1, 2021 and April 1, 2022 to officers who are currently employed by the police department and who continue that employment for one year based on the payment dates. The cost would be \$20,664 in 2021 and \$25,830 in 2022.

IV. **Submitted by:**

John Fryar, Police Chief

V. **Finance Reviewed**

Leann Bruno
Finance Director

VI. **Approved for Presentation:**

[Signature]
City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. **Detail of Issue/Request:**

This request would approve a retention bonus to encourage continued employment with the Police Department during the next year.

X. **Legal/Political Considerations:**

None

XI. **Alternatives/Options:**

None

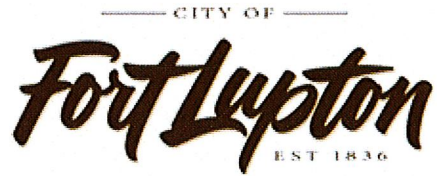
XII. **Financial Considerations:**

	<u>2021</u>	<u>2022</u>
Number of Officers Eligible	12	15
Cost of Bonuses	\$ 18,000	\$ 22,500
Cost of Taxes & Benefits	2,664	3,330
Total Cost	<u>\$ 20,664</u>	<u>\$ 25,830</u>

XIII. **Staff Recommendation:**

Staff recommends approval of this proposal.

CITY OF FORT LUPTON CITY COUNCIL



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

Zo Stieber, Mayor

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

AM 2021-136

APPROVE A RECRUITING BONUS TO FOUR POLICE OFFICERS FOR AN AMOUNT NOT TO EXCEED \$13,776 ALLOCATED FROM THE GENERAL FUND

I. **Agenda Date:** Council Meeting – August 17, 2021

II. **Attachments:**

III. **Summary Statement:**

This AM would allocate a hiring bonus of \$3,000 to police officers. This bonus would be paid in two payments of \$1,500 each, based upon their hiring date and satisfactory completion of the Field Training Program. This bonus' continuation is temporary until vacancies are filled or the Council rescinds approval. The maximum cost of this bonus would be \$ 13,776.

IV. **Submitted by:**

John Fryar, Police Chief

V. **Finance Reviewed**

Finance Director

VI. **Approved for Presentation:**

City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. **Detail of Issue/Request:**

This request would approve a hiring bonus to encourage prospective officer applicants to apply, qualify and complete Field Officer Training requirements.

X. **Legal/Political Considerations:**

None

XI. **Alternatives/Options:**

None

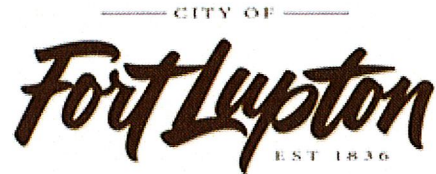
XII. **Financial Considerations:**

	<u>2021</u>
Number of Officers Eligible	4
Cost of Bonuses	\$ 12,000
Cost of Taxes & Benefits	1776
Total Cost	<u>\$ 13,776</u>

XIII. **Staff Recommendation:**

Staff recommends approval of this proposal.

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Zo Stieber, Mayor

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

AM 2021-137

**APPROVING THE CHANGE TO THE POLICE DEPARTMENT FROM A SOLELY MERIT
BASED PAY PROGRAM TO A MERIT PLUS PAY PROGRESSION PROGRAM BEGINNING
SEPTEMBER 4, 2021**

- I. **Agenda Date:** Council Meeting – August 17, 2021
- II. **Attachments:** Attachment A – Pay Progression Steps
- III. **Summary Statement:**

This AM would institute a merit plus time based pay progression system for Police Officers, Master Police Officers, Investigators, and Police Sergeants. This AM provides two options for consideration, Option 1 with a cost of \$44,769 for 2021 and \$122,059 for 2022 or Option 2 with a cost of \$44,769 for 2021 and \$186,196 for 2022. The effective date of this change would be September 4, 2021.

IV. **Submitted by:**

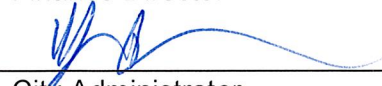
John Fryar, Police Chief

V. **Finance Reviewed**



Finance Director

VI. **Approved for Presentation:**



City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

This request is to approve either Option 1 or Option 2 that would institute a merit and time based pay progression system for police officers, master police officers, investigators and police sergeants.

The specifics are contained in Attachment A.

X. Legal/Political Considerations:

None.

XI. Alternatives/Options:

The options are to approve or not approve and leave pay rates as currently established.

XII. Financial Considerations:

The 2022 Budget for the police department is based on current wages and a 5% merit increase mid-year. This is the normal budget estimate procedure. Option 1 and Option 2 are the increase to the 2022 Budget for salaries and wages.

	<u>2021</u>	<u>2022</u> <u>Budget</u>	<u>2022</u> <u>Option 1</u>	<u>2022</u> <u>Option 2</u>
Wages	\$ 39,117	\$1,794,745	\$ 106,424	\$ 162,337
Taxes, FPPA, VALIC (9.7%)	5,652	497,238	15,635	23,859
Total Cost	\$ 44,769	\$2,291,983	\$ 122,059	\$ 186,196

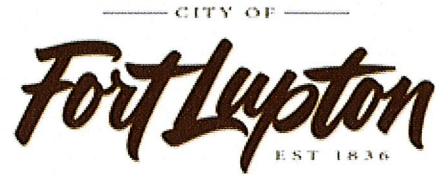
There should be sufficient 2021 budget remaining in the Police Departments payroll accounts. They PD has used 53% (\$1,488,022) of its total personnel budget, including health benefits, of \$2,808,280. The payroll budget should be 60% expended as of August 13, 2021. They are under budget by \$207,544.

XIII. Staff Recommendation:

Staff recommends this proposal.

Title	Entry	Initial	2-3 Yrs	4-6 Yrs	7+ Yrs	Maximum
Police Officer	\$62,400	\$67,600	\$72,800	\$78,000	\$83,200	\$88,400
Master Officer	\$65,520	\$70,980	\$76,400	\$81,900	\$87,260	\$92,820
Police Officer	\$66,560	\$72,280	\$78,000	\$83,720	\$89,440	\$95,160
Master Officer	\$69,888	\$75,894	\$81,900	\$87,906	\$93,912	\$99,918
Investigator	\$78,000	\$83,200	\$88,400	\$93,600	\$98,800	\$104,000
Sergeant	\$83,200	\$88,400	\$93,600	\$98,800	\$104,000	\$109,200

**CITY OF FORT LUPTON
CITY COUNCIL**



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

Zo Stieber, Mayor

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

AM 2021-138

**APPROVE AN INCREASE IN CITY AND EMPLOYEE'S VALIC CONTRIBUTION FROM 9.7%
TO 10.2% EFFECTIVE JANUARY 1, 2022**

I. **Agenda Date:** Council Meeting – August 17, 2021

II. **Attachments:** None

III. **Summary Statement:**

This AM would increase both the City and Employee's contributions from 9.7% to 10.2% as the initial increase to assist in recruiting and retention of police officers. The cost would be determined by which option (1 - \$19,814 or 2 - \$25,517) that is selected by Council. The effective start date for this benefit would be January 1, 2022.

IV. **Submitted by:**

John Fryar, Police Chief

V. **Finance Reviewed**

Finance Director

VI. **Approved for Presentation:**

City Administrator

VII. **Attorney Reviewed**

Approved

Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

This request is to approve the first of three proposed incremental increases to the Police Department's retirement contributions by both the City and the Police Department Certified Employees.

This would increase the contribution rates from 9.7% to 10.2%.

This increase is intended to assist in police officer recruitment and retention as most competing agencies as participants in FPPA with a committed goal of 14.5% for the governmental agencies and the employees.

X. Legal/Political Considerations:

None

XI. Alternatives/Options:

The options are to approve or not approve and leave contributions as currently established.

XII. Financial Considerations:

The 2022 Budget for the police department is the 9.7% Valic Contribution on current wages and a 5% merit increase mid-year. Option 1 and Option 2 are the increase to the 2022 Budget..

	<u>2022</u> <u>Budget</u>	<u>2022</u> <u>Option 1</u>	<u>2022</u> <u>Option 2</u>
Wages Subject to VALIC	\$1,794,745	\$ 1,901,169	\$ 1,957,082
9.7 % VALIC	174,105	184,424	189,847
10.2% VALIC Increase		9,495	9,775
Increase compared to 2022 Budget		19,814	25,517

XIII. Staff Recommendation:

Staff recommends this proposal.



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

YEAR TO DATE STATISTICS

Category	2021	2020	2019	2018	2017
Calls For Service	8643	5984	6458	7499	6817
Cases	839	737	776	844	820
E-Ticket	1182	743	1108	842	753
Arrests	172	209	237	367	270
Summons (Report cases closed by)	245	158	230	173	186
Total Enforcement Actions	1599	1110	1575	1382	1209
DUI	72	47	40	129	90

MONTHLY STATISTICS

Calls Resulting in Reports**

Animal Complaints	1	Protection order violation	7
Assault	1	Sex Crimes	2
Assist Other Agency	3	Sex Offender Registrations	6
Burglary	1	Theft	7
Criminal Mischief	4	Traffic Accidents	14
Criminal Mischief	4	Traffic Offenses	4
Domestic Violence	6	Warrant Arrest	19
Drug Cases	1	Weapons violations	3
DUI & DUI/Drug Cases	11		
False Reporting	1		
Found/Lost Property	5		
Harassment	2		
Identity Theft	1		
Information	12		
Kidnapping	1	E-Citations	127
Marijuana Possession/Minor	1		
Mental Health/Detox	1		
Motor Vehicle Theft	3		
Total Reports	122	Total Calls for Service	1275
Cases Closed By Arrest	42	Cases Closed By Summons	31
Calls by Sector			
Northeast – 39	Southeast – 13	OOT - 1	
Northwest – 24	Southwest – 27	Hwy 85 & 52 - 16	

****This does not reflect all the charges that may occur/charged during an incident, just the primary offense noted.**



MONTHLY SNAPSHOT

July Events and Training

1. July's Monthly training Force on Force scenarios.
2. Officer Walker attended advanced Arrest Control/Self-Defense Instructor's training.
3. Master Officer Garrett Hackett was selected as DUI Officer of the Year by MADD. This is a tremendous award. Congratulations.
4. Officer Joel Valdez was released after an unsatisfactory Field Officer's Training Program. We wish him success in his future endeavors.
5. Code Enforcement Officer Ruby Ford resigned.
6. Development continues with Central Square (new RMS), Smart Force (internal communication software) and ComCate (Code Enforcement Tracking and Accountability).

Monthly Training Statistics		
In-Service Hours	Continuing Ed Hours	Total Hours
230	40	270

7. How is the Police Fleet used? **UPDATED**

1001 – Chev Pick Up	Animal Control	2001 – Ford Explorer	Turney
1201 – Chev Yukon	Investigations-Palissa	2002 – Ford Explorer	English/Vacancy
1303 – Chev Yukon/Silver	SRO - Miraglia	2003 – Ford Explorer	Grossman
1304 – Chev Yukon	Investigations-Pelton	2004 – Ford Explorer	Walker
1404 – Chev Yukon	Lt. Hempel	2005 – Chev Yukon	Whyard, Toves
1501 – Ford Explorer	Code - Leon	2006 – Chev Yukon	Carnes, Sagner
1601 – Chev Yukon	Chief Fryar	2007 – Chev Yukon	Geerdes, Hackett
1701 – Chev Yukon	SRO Gallegos	2008 – Chev Yukon	Hart, Goddard
		2009 – Chev Yukon	Vacancy
		2010 – Chev Yukon	Buttry/Vacancy

8. Staffing (Vacancies)

Police Officer	4	Active new and 6 months
Code Enforcement	1	
Records Technician	1	



Upcoming Events

August 20, 2021	Jacobs Golf Tournament, Coyote Creek Golf Course
August 31, 2021	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
September 6, 2021	City Offices Closed in Observance of Labor Day
September 7, 2021	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
September 10-11, 2021	Trapper Days, Downtown Fort Lupton
September 14, 2021	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
September 21, 2021	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.