

September 16, 2008

The City Council of the City of Fort Morgan, Colorado, met this day in the Council Chambers of City Hall. The Honorable Mayor Jack L. Darnell called the regular meeting to order at 7:00 p.m.

The Pledge of Allegiance was given.

Roll Call: Present: Honorable Mayor Jack L. Darnell
Councilmember Sharol Lyn Deal
Councilmember Terry McAlister
Councilmember James A. Powers
Councilmember Terri P. Schafer
Councilmember Alberta M. Simmons

Excused Absence: Councilmember Ron Shaver

The meeting was also attended by City Manager Pat Merrill, City Attorney Jeffrey Wells, Police Chief Keith Kuretich, City Treasurer Pixie Jones, Utility Directors Gary Dreessen and Bob Weimer, Community Services Director Don Shedd, Director of Human Resources & Risk Management Jody Prentice and City Clerk Andrea Strand.

INTRODUCTION OF THE NEW GOLF COURSE SUPERINTENDENT, RICHARD MATTESON

Fred Grantham, Chairmen of the Golf Course Advisory Committee, introduced Richard Matteson who was recently hired as the City's Golf Course Superintendent. He also thanked Council for their cooperation at the Golf Course. He then presented Community Service Award Certificates, on behalf of the Committee, to David Cawley, Stephen Simonds, Rodney Petersen and Terry Heaton for their contributions and success at the Golf Course.

FIRST READING OF AN ORDINANCE ENTITLED, "AN ORDINANCE TO APPLY AND CONTRACT FOR BENEFICIAL USE OF WATER ON BEHALF OF THE CITY OF FORT MORGAN, COLORADO, A MUNICIPAL CORPORATION, AND PRESCRIBING THE TERMS FOR APPLICATION FOR AN ALLOCATION OF THE RIGHT TO USE COLORADO-BIG THOMPSON PROJECT WATER TO SAID CITY OF FORT MORGAN, COLORADO, BY NORTHERN COLORADO WATER CONSERVANCY DISTRICT"

Attorney Wells presented an Ordinance which is required for all C-BT water purchased by the City. This requirement is set by Northern Colorado Water Conservancy District. He stated that it had been modified from the presentation of last week and removed the emergency clause.

ORDINANCE NO. _____

AN ORDINANCE TO APPLY AND CONTRACT FOR BENEFICIAL USE OF WATER ON BEHALF OF THE CITY OF FORT MORGAN, COLORADO, A MUNICIPAL CORPORATION, AND PRESCRIBING THE TERMS FOR APPLICATION FOR AN ALLOCATION OF THE RIGHT TO USE COLORADO-BIG THOMPSON PROJECT WATER TO SAID CITY OF FORT MORGAN, COLORADO, BY NORTHERN COLORADO WATER CONSERVANCY DISTRICT.

WHEREAS, under the Water Conservancy Act of Colorado, Title 37, Article 45, Colorado Revised Statutes of 1973, it is necessary that the City Council of the City of Fort Morgan, Colorado, a Colorado municipal corporation (hereinafter called "Applicant"), in order to obtain the perpetual right to use Colorado-Big Thompson Project water on an annually renewable basis under C.R.S. §37-45-131 within the boundaries of the Northern Colorado Water Conservancy District, by contract for the beneficial use of water from Northern Colorado Water Conservancy District, shall by ordinance authorize and direct the Mayor and the City Clerk to apply to the Board of Directors of said District for such water contract.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT MORGAN, COLORADO:

Section 1: That the City of Fort Morgan, Colorado has determined to apply for a contract providing for the beneficial use of Twenty (20) acre-feet of water from the Northern Colorado Water Conservancy District within the boundaries of the Northern Colorado Water Conservancy District.

Section 2: That the Mayor and the City Clerk be and are hereby authorized and directed to apply to the Board of Directors of said Northern Colorado Water Conservancy District for a contract providing to the Applicant the beneficial use of water upon terms prescribed by said Board in the manner and form as in this section provided, to-wit:

**APPLICATION TO
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
FOR ANNUALLY RENEWABLE
PERPETUAL WATER CONTRACT FOR RIGHT TO USE
COLORADO-BIG THOMPSON PROJECT WATER
UNDER C.R.S. § 37-45-131**

Applicant: City of Fort Morgan, Colorado, a Colorado municipal corporation. The governing body of a Colorado municipal corporation acting in its governmental capacity, hereby applies to Northern Colorado Water Conservancy District, a political subdivision of the State of Colorado, organized and existing by virtue of Title 37, Article 45, Colorado Revised Statutes, 1973, for a contract for the right to beneficially use Colorado-Big Thompson Project water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to beneficial use is Twenty (20) acre-feet to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water provided for use under this contract by the Board of Directors of said District shall be primarily for domestic, irrigation, or industrial use within or through facilities or upon lands owned or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the use of water (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of the Northern Colorado Water Conservancy District.
3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten-thousandth (1/310,000) of the quantity of water annually declared by the Board of Directors of the District to be available for delivery from the water supplies of the District. Applicant agrees that such water shall be delivered from the works of the District at such existing District delivery point or points as may be specified by the Applicant and that the water delivery obligation of the District shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of the District.
4. Applicant agrees to pay annually in advance for the amount of water herein provided for use under this contract by the Board of Directors of said District at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of notice from the District that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each water year thereafter shall be made in advance by the Applicant on or before each October 1, thirty-one (31) days prior to the start of the water year, at the rate per acre-foot established by the Board for municipal water use in that water year. For the purpose of this water contract, the water year is defined to be from November 1 to October 31 of the following year.

If an annual payment, as herein provided, is not made by the due date, written notice thereof, by certified mail, will be given by said District to the Applicant at the following address: P.O. Box 100, Fort Morgan, Colorado 80701.

Water deliveries shall be suspended as of November 1 of the new water year until payment of the delinquency is made. If payment is not made within ninety (90) days after the date of mailing of said written notice, Applicant shall have no further right, title, or interest under this contract; and the right of use of water, as herein made, shall be disposed of at the discretion of the Board of Directors of said District in accordance with the applicable provisions of C.R.S. §§ 37-45-132 and 7-42-104. Any proceeds from any sale of the right of use to another allottee shall be paid to Applicant over and above the District's actual expense in terminating and disposing of the contract right of use.

5. This right of use shall be perpetual on an annually renewable basis. If the annual payment is made as provided in this application, the right of use shall be automatically

renewed for another water year without any further action of the District; if the annual payment is not timely made, as provided above, the right of use shall terminate.

6. Applicant agrees that the water allocation shall be beneficially used for the purposes and in the manner specified herein, and that this right of use is made for the exclusive benefit of the Applicant and shall not inure to the benefit of any successors or assigns of said Applicant without prior specific approval of the Board of Directors of said District.
7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; by C.R.S. § 37-45-131; by the Rules and Regulations and policies of the Board of Directors of said District; and by the Repayment Contract of July 5, 1938, between said District and the United States and all amendments thereof and supplements thereto.
8. Applicant agrees, as a condition of this contract, to enter into an "Operating Agreement" with said District if and when the Board of said District finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by the District. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard contracts of the District; additional annual monetary consideration for extension of District delivery services and for additional administration, operation and maintenance costs; or for other costs to the District which may arise through provision of services to the Applicant.

Section 3: In the opinion of the City Council of the City of Fort Morgan, Colorado, acquisition of this annually renewable perpetual right of use water contract for Colorado-Big Thompson Project water from Northern Colorado Water Conservancy District and the right to the beneficial use of water thereunder by said City of Fort Morgan, Colorado is necessary; that the continued acquisition and use of this water supply is essential for the well-being of the community and for the preservation of the public peace, health, and safety; and that the adequate protection of the health of the inhabitants of the community requires an increase in Applicant's water supply.

READ, PASSED ON FIRST READING AND ORDERED PUBLISHED the 16th day of September, 2008.

THE CITY COUNCIL OF THE CITY
OF FORT MORGAN, COLORADO

[SEAL]

BY: /s/ Jack L. Darnell
Mayor

ATTEST:

/s/ Andrea J. Strand
City Clerk

Councilmember Powers offered the following Resolution and moved for its adoption. His motion was seconded by Councilmember Schafer; said Resolution being in words, letters and figures as follows to wit:

RESOLUTION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT MORGAN, COLORADO, that the foregoing Ordinance entitled above; and the same is hereby ordered published in the City of Fort Morgan, Colorado, not less than ten days before further consideration; and that said Ordinance again be presented to this Council at the expiration of said period of publication for final action thereof.

PASSED, APPROVED AND ADOPTED THIS 16TH DAY OF SEPTEMBER, 2008, THE VOTE UPON ROLL CALL BEING AS FOLLOWS: Ayes: Mayor Darnell; Councilmembers Deal, McAlister, Powers, Schafer and Simmons. Nays: None. Absent: Councilmember Shaver.

LOCAL LIQUOR LICENSING AUTHORITY (Council Acting As)

APPROVE THE APPLICATION FOR RENEWAL OF A TAVERN LIQUOR LICENSE FOR THE CLUB TAP LLC, LOCATED AT 212 MAIN STREET

Clerk Strand reported that a complete application for renewal of a Tavern Liquor License for The Club Tap LLC, located at 212 Main Street, had been received by the Clerk's office and the appropriate fees had been paid.

Lieutenant Sagel reported that a violation occurred which involved the sale of alcohol to a minor on January 5, 2008. He stated that the Colorado Department of Revenue and The Club Tap LLC entered into a Stipulation, Agreement and Order. He then introduced Ryan Stroh, the applicant.

Ryan Stroh, 421 West Platte Avenue, present on behalf of The Club Tap LLC, answered questions from Council concerning the training and the handling of the sale of alcohol. He informed Council that he subscribes to a training manual. He had adjusted his work hours to be present at the Tavern. He explained that he does have a training program with new employees.

Councilmember McAlister offered a motion to approve the application for renewal of the Tavern Liquor License for The Club Tap LLC, located at 212 Main Street. His motion was seconded by Councilmember Schafer and carried unanimously.

APPROVE THE APPLICATION FOR RENEWAL OF A BEER AND WINE LICENSE FOR ZHU YI LONG, LITTLE BAMBOO RESTAURANT, LOCATED AT 209 MAIN STREET

Clerk Strand reported that a complete application for renewal of a Beer and Wine Liquor License for Little Bamboo Restaurant, located at 209 Main Street, had been received by the Clerk's office and the appropriate fees had been paid.

Lieutenant Sagel reported that a violation occurred which involved the sale of alcohol to a minor on January 5, 2008. He stated that the Colorado Department of Revenue and Little Bamboo entered into a Stipulation, Agreement and Order. He stated that he had asked the applicant to be at the meeting to discuss the violation and had just spoken to Wendy Tong, manager, who was unable to attend the meeting as she is unable to leave the business.

Councilmember McAlister, offered a motion to approve the application for renewal of the Beer and Wine Liquor License for Zhu Yi Long, Little Bamboo Restaurant, located at 209 Main Street. His motion was seconded by Councilmember Schafer. The vote by roll call being: Ayes: Mayor Darnell; Councilmembers Deal, McAlister, Schafer and Simmons. Nays: Councilmember Powers. Absent: Councilmember Shaver.

CONSENT AGENDA

Clerk Strand presented the Consent Agenda for Council consideration. Councilmember Simmons offered a Resolution to approve the Consent Agenda as presented and moved for its adoption. Her motion was seconded by Councilmember Schafer; said Consent Agenda being in words, letters and figures as follows, to wit:

- A. Approve the minutes from the September 2, 2008, regular meeting.
- B. Approve the disbursements and payroll for August 2008.

Disbursements Report – August 2008

4IMPRINT, supplies	\$946.57
A C Ice Company Inc., supplies	\$389.00
Accurint, webname search	\$481.85
ACE Industrial Supply, supplies	\$688.70
Acxiom Insight, searches	\$280.50
Addtel Communications, repairs	\$575.00
Aden Hogan Jr., reimbursement	\$77.72
ADP Screening & Selection, pre-employment screens	\$1,205.42
Affiliated Credit Service, misc deductions	\$300.00
Aflac, additional insurance	\$2,212.68
Alert-All Corp, supplies	\$1,414.50
American Eagle Distributing, beer	\$1,690.90

American Public Works Assoc, subscription	\$440.00
American Red Cross, classes	\$898.99
Animal Care Equip & Svcs, supplies	\$182.65
Anne & Brian Morse, sidewalk replacement	\$415.50
Annette Lebsock, refund	\$150.00
Apex Instruments, Inc., supplies	\$8,612.47
Applied Chemical Magnesias, supplies	\$3,618.67
Aqua Home Entertainment, supplies	\$1.99
Aquatic Chemical Solutions, supplies	\$601.71
Armstrong Service Center, service vehicles	\$180.89
Arthur L Ohlander dba Tumbleweed Electric, repairs	\$1,694.00
ATSSA, dues	\$77.00
B & H Photo & Video, supplies	\$340.85
B N S F, permit fee, liability insurance	\$5,050.00
Baker & Taylor Inc, supplies	\$95.49
Barbara Desouza, refund	\$50.00
Batteries Plus #86, supplies	\$49.47
Best Western Park Terrace Inn, motel stay	\$312.00
Bev's Embroidery Shop, embroidery	\$200.00
Bijou T Quest, supplies	\$125.00
Bike Peddler Cycling & Fitness, repairs	\$107.06
Bloedorn Lumber-Fort Morgan, supplies	\$716.27
Bob's Upholstery Tent & Awning, repairs	\$25.00
Boyle Equipment Company, supplies	\$2,907.75
Brandenburg & McGuire P.C, judges fees	\$320.70
Bresnan Communications, internet	\$125.80
Brown, Lance, performance	\$650.00
Bruntz Electric Inc., repairs	\$198.28
Builders Aggregate Co, supplies	\$174.00
Business Mart, supplies	\$169.77
Butane Power & Equipment, propane	\$40.83
California Contractors, supplies	\$295.24
CAMCA, registration	\$100.00
Canfield Drilling Co., repairs, supplies	\$19,403.75
Canyon Systems, Inc., supplies	\$461.71
CBA-CLE in Colorado, classes	\$249.00
Central Auto Parts, supplies	\$3,850.70
Cerlic Environmental Controls, supplies	\$150.13
CH Diagnostic & Consulting, analysis	\$550.00
CIPCA, analysis	\$125.00
CIRSA, deductible	\$10,000.00
City of Fort Morgan, health insurance premiums	\$167,790.00
City of Fort Morgan, replenish petty cash	\$19,475.65
City of Fort Morgan, transfer funds	\$3,649.87
City of Fort Morgan, transfer of interest	\$1,590.67
City of Fort Morgan, utilities	\$80,776.83
Claudia Nickell, reimbursement	\$56.49
CNH CAPITAL, repairs	\$1,468.21
Co Family Support Registry, misc deductions	\$3,027.00
CO PERA, retirement	\$138,384.47
Colonial Life & Accident, additional insurance	\$105.86
Colorado Airport Operator Assoc, dues	\$70.00
Colorado Asso of Cemeteries, dues	\$108.25
Colorado Code Consulting, classes	\$1,190.00
Colorado Code Publishing Co, supplies	\$78.95
Colorado Dept of Revenue, payroll taxes	\$27,799.00
Colorado Dept of Revenue, sales tax	\$27,243.00
Colorado Golf & Turf, supplies	\$518.40
Colorado Library Consortiium, courier service	\$170.00
Colorado Mosquito Control, mosquito control	\$23,970.00
Colorado Plains Medical Center, CT scan	\$171.00
Colorado State Treasurer, unemployment	\$403.00
Commercial Printers & Signs, supplies	\$250.00
ConocoPhillips, fuel	\$7,259.36
Conserve-A-Watt, supplies	\$264.98
Consolidated Plastics Company, supplies	\$38.12
Continental Research Corp, supplies	\$202.47

Corporate Express, supplies	\$448.71
Cortz Inc. dba In the Swim, supplies	\$215.82
Country Hardware & Farm Supply, supplies	\$137.33
Country Steak Out, meals	\$101.35
County Express, transportation	\$350.00
Crime Prevention Outreach, subscription	\$624.50
Crown Trophy, supplies	\$411.00
Culligan, supplies	\$739.90
CWA Consulting Services, LLC, consulting	\$7,185.00
D L T Solutions Inc., subscription	\$2,090.08
Dahl of Ft Morgan, supplies	\$718.55
Dana Kepner Company, supplies	\$13,854.65
Daniel Dible, reimbursement	\$757.48
Dardanes Tree Service, tree trimming	\$850.00
David Johnston, reimbursement	\$1,317.65
Day-Timers, Inc., supplies	\$66.93
DBC Irrigation Supply, supplies	\$3,125.90
Decision Support Technology, annual maintenance	\$1,110.00
Dell Marketing L.P., supplies	\$2,997.89
Demco Inc., supplies	\$97.79
Dennys Small Engine & Saw Shop, repairs	\$465.63
Diamond Vogel Paint Center, supplies	\$364.30
Digital Retirement Solutions, pension	\$42,308.51
Discount Tire of Ft. Morgan, tires, tubes	\$823.50
Ditch Witch of the Rockies, repairs	\$1,473.74
Domino's Pizza, pizza	\$147.55
DPC Industries Inc, supplies	\$5,482.36
Dreiling Drilling Co., Inc., supplies	\$80.00
Dutton-Lainson Company, transformers	\$9,075.00
E & G Terminal, Inc., supplies	\$508.65
Eastern Colo Drug Task Force, cash match for grant	\$1,000.00
Eastern Colorado Services, yard care	\$1,190.00
Edwards Flowerland & Groc, groceries	\$658.67
ELAN, credit card charges	\$7,353.36
Electrical Apparatus Svc., supplies	\$147.03
EnviroTech Services, Inc., supplies	\$2,048.96
Ermar Golf Cars, car rentals	\$1,107.00
Essential Safety Products, supplies	\$199.39
Esther Cooley, supplies	\$5.30
Falcon Pump & Supply Co., supplies	\$387.53
Fall Harvest Car Show, contribution	\$4,000.00
Farm Plan, repairs	\$4,236.52
Farmer Brothers, supplies	\$104.90
Farmers State Bank, payroll taxes	\$97,484.57
Fauconier, Corrinthia, refund	\$90.00
Federal Express Corporation, shipping	\$18.32
Federal Licensing Inc., licensing	\$125.00
Ferguson Enterprises Inc., supplies	\$2,756.40
FiberLink Connection, internet	\$11.00
First Aid 2000, supplies	\$112.80
Flat River Agri Inc., supplies	\$385.14
Fleet Services, fuel	\$279.39
Foot-Joy, supplies	\$603.86
Fort Morgan Auto Center, supplies	\$51.83
Fort Morgan Golf Course, meals	\$98.00
Fort Morgan Lions Club, dues	\$675.00
Fort Morgan Medical Group, physicals	\$218.00
Fort Morgan Paint Bucket, supplies	\$138.69
Fort Morgan Veterinary Clinic, vet charges	\$170.50
Fort Morgan Volunteer Fire Dept, fire calls, reimbursement	\$544.50
Fox Valley Systems Inc, supplies	\$555.22
FPPA, AD&D	\$8,331.60
Frontier Performance Lubricants, supplies	\$4,594.11
Ft.Morgan Ladies Golf Assoc, handicap fees	\$60.00
Ft.Morgan Mens Golf Assn., handicap fees	\$345.00
Fuller & Associates, supplies	\$1,916.79

G & K Services, uniform & rug cleaning	\$3,849.02
Garretsons Sport Center, supplies	\$68.69
Gas Equipment Co of Denver Inc., supplies	\$80.92
General Chemical Performance Products, supplies	\$7,206.80
Goble Sampson Associates, supplies	\$312.38
Godar, Stephen, physicals	\$136.00
GOVConnection, Inc., supplies	\$383.54
Grainger, supplies	\$1,121.61
Granit Bronz, plaques	\$533.00
Great Copier Service Inc., shipping	\$10.91
Guardian, additional insurance	\$3,342.35
Hach Company, supplies	\$253.58
Harbart, Vernon, replenish petty cash	\$106.51
Harrington Industrial Plastics, supplies	\$31.57
HD Supply Waterworks, LTD, supplies	\$563.96
Helena Chemical Company, supplies	\$2,135.00
Hewlett-Packard Company, supplies	\$692.00
High Country Beverage Corp., beer	\$923.80
Hill Petroleum, fuel	\$6,908.91
Hogan, Bruce, TKD Instructor	\$340.00
Hornung's Golf Products, supplies	\$194.30
Hotline Electrical Sales, supplies	\$723.64
Humana Insurance Co. Inc., additional insurance	\$197.63
Hutton, supplies	\$343.55
Impressions By Bird, LLC, supplies	\$753.50
IN STOCK NOW, Inc., supplies	\$117.74
Ingram Book Company, supplies	\$3,357.02
Insignia Specialty Coatings, supplies	\$141.22
Interstate Battery of the Rockies, supplies	\$67.95
Iron Mountain Records Mgmt, shredding	\$148.04
IVIEW Diagnostics, Inc., radiology	\$29.00
J & A Traffic Products, supplies	\$1,771.00
Johnson, Holscher & Company, final audit billing	\$3,500.00
Judith Faulkner, refund	\$35.00
KAPCO, supplies	\$988.42
Katie Cornelius, refund	\$40.00
Kauffman Pest Control Company, pest control	\$65.00
Kaye Kaiser, reimbursement	\$211.12
Keith Okamoto, tennis instructor	\$111.00
Kelly Arnold, reimbursement	\$69.60
Kentec Communications Inc., internet, websites, pager	\$235.48
KFTM/KBRU, ads	\$1,250.00
Kimberly Mischnick, refund	\$180.00
Kinetic Leasing, sweeper payment	\$8,412.00
Knight Pest Control LLC, pest control	\$100.00
Kriz Davis Company, supplies	\$2,120.82
KVA Supply Company, supplies	\$307.92
L L Johnson Distributing, supplies	\$1,344.56
L. N. Curtis & Sons, supplies	\$64.11
LaFarge West, Inc., supplies	\$1,170.54
Language Line Services, interpretation	\$42.58
Laser Technology Inc., supplies	\$436.00
Lebsock Repair Service In, repairs	\$208.02
Lexis Nexis, filing charges	\$37.20
Linda F Howell, TKD Instructor	\$340.00
Link Dynamics, Inc., consulting	\$2,340.00
Lyle Signs, Inc., signs	\$236.09
M Chemical Company, Inc., supplies	\$2,451.49
M E A N, purchased power	\$1,269,739.71
M.I. Sports & Casuals, supplies	\$2,486.40
Masek Golf Car Company, repairs	\$720.00
Maverick's Grill, meals	\$260.00
McAtee Construction Company, supplies	\$2,371.25
McDonald Physical Therapy, pre-employment screens	\$60.00
McDonald's, meals	\$47.68
Mclaughlin Water Engineers Ltd, consulting	\$1,082.20
McPhilomy Commercial Products, supplies	\$409.14

Mercury Instruments, Inc., supplies	\$2,579.94
Midwest Gas & Grocery, LLC, fuel	\$11,793.85
Midwestern Millwright, supplies	\$106.85
Millers Landscaping, supplies	\$19.13
Miracle Recreation Equip, supplies	\$57.78
Model Cleaners Inc., drycleaning	\$317.13
Morgan Community College, classes	\$89.60
Morgan Community College, sponsor	\$400.00
Morgan Conservation District, supplies	\$30.00
Morgan County Central Services, fuel	\$4,055.06
Morgan County Dept Solid Waste, landfill charges	\$23,124.95
Morgan County Fair, contribution	\$989.30
Morgan County General Fund, phone charges	\$129.82
Morgan County Rural Elec Assoc, utilities	\$5,004.91
Morgan County Signs, sign	\$255.00
Morgan Cty Quality Water, utilities	\$231.20
Morgan Sand & Gravel Inc., supplies	\$484.78
Mr. D's Ace Home Center, supplies	\$2,414.23
Municipal Treatment Equipment, supplies	\$530.00
Murdoch's Farm/Ranch Supp, supplies	\$1,728.80
N A F T O, class	\$190.00
Nathan, Bremer Dumm, & Meyers, PC, legal research	\$296.00
Nation Engineering Services, consulting	\$560.00
National Assoc for Court Manangement, dues	\$125.00
National Public Gas Agency, purchased gas	\$575,595.23
Neopost Leasing, quarterly lease payment	\$502.38
Neve's Uniforms Inc., uniforms	\$671.18
New World Systems, conference	\$945.00
Newco Incorporated, supplies	\$149.18
Niagara Conservation Corp., supplies	\$1,534.80
Nichole Wooldridge, supplies	\$40.00
Northeast Fire Safety, supplies	\$61.00
Northern Colorado Electric LLC, repairs	\$218.20
Northern Colorado Paper Inc, supplies	\$1,555.91
Northern Safety Co Inc., supplies	\$81.75
OCPO, application	\$480.00
Office Depot Card Plan, supplies	\$855.71
Pam Faro, preformance	\$250.00
Part Smart Carquest, supplies	\$374.53
Pawnee Buttes Seed Inc., supplies	\$450.00
PayFlex Systems USA, Inc., admin fee	\$220.00
PayFlex Systems USA, Inc., Sect 125 plan	\$6,793.19
Pepsi-Cola, pop	\$485.35
PERA 401K, contributions	\$14,299.42
Perkins, Jane, reimbursement	\$8.68
Pets R People Too, shipping	\$125.57
Ping Inc, supplies	\$125.87
Pinnacol Assurance, deductible, installment	\$20,307.50
Pioneer Distributing, beer	\$305.00
Police, subscription	\$20.00
Polydyne, Inc., supplies	\$1,045.00
Premiumwear, Inc., supplies	\$1,545.84
Pre-Paid Legal Services,, misc deductions	\$270.05
Professional Leverage Inc, pre-employment screens	\$271.48
Quest Diagnostics, pre-employment screens	\$71.76
Qwest, telephone	\$3,327.12
Rachel M. Brown, refund	\$50.00
Railroad Management Company, rent	\$247.50
Ransom Boone Excavating, excavating	\$8,948.50
Recreonics., Inc., supplies	\$252.26
Red Arrow Manufacturing, aeration fountain	\$5,026.50
Rhomar Industries, Inc., supplies	\$926.25
Rhonda Meininger, refund	\$30.00
Riverside Co Dept of Child Services, misc deductions	\$124.59
RMWEA, dues	\$35.00
Roadway Inn, motel stay	\$416.00
Robert Miller, refund	\$25.00

Rocco's Grotto, meals	\$110.00
Rocky Mountain Pavement Inc., supplies	\$7,500.00
Roger Mark Shaver, performance	\$185.00
Ruders HVAC+, repairs	\$3,051.10
Rudy's GTO, fuel	\$152.54
Ruhl Distributing Company, supplies	\$1,366.14
Ruppel's Auto & Truck Repair, service vehicles	\$350.14
Ruppels Plumbing & Heating, repairs	\$110.00
Ryan Herco Products Corp., supplies	\$46.62
S & B Refrigeration, repairs	\$335.00
S & S Worldwide, Inc., supplies	\$1,010.71
Safety & Construction Supply, supplies	\$80.92
Safety Systems, inspection	\$182.00
Safeway Stores Inc., supplies	\$25.94
Sailsbery Supply Company, supplies	\$416.39
Service Master, janitorial service	\$3,220.00
SESAC, Inc., licensing	\$256.00
Share Corporation, supplies	\$210.19
Share, Inc., refund	\$150.00
Shedd, Donald, replenish petty cash	\$140.03
Sheila Bass, reimbursement	\$50.00
Sherwin-Williams, supplies	\$772.56
Sheryl Groves, TKD Instructor	\$340.00
Silerio, Martha R., translation services	\$200.00
Simplot Partners, supplies	\$1,788.00
Society for Human Resource Mgt, subscription	\$160.00
Star Athletic Club, membership dues	\$424.84
Stuart C Irby Co., supplies	\$16,988.45
Summit Emergency Equipment, supplies	\$690.00
Sunrise Environmental Scientific, supplies	\$804.96
Sunrise Optimist Club, dues	\$49.00
Tamora Mayhugh, refund	\$200.00
Team Laboratory Chemical Corp, supplies	\$1,497.50
Thatcher Company, supplies	\$1,200.00
The Fort Morgan Times, ads, subscriptions	\$3,112.00
The Glove Wagon, supplies	\$221.00
The Paper Chase, subpoena service	\$57.20
Thomas Survey Services LLC, consulting	\$492.00
Tiffany Rosengrant, performance	\$200.00
TITLEIST, supplies	\$2,059.54
To Golf, supplies	\$524.00
Tri-Anim Health Services, supplies	\$190.64
Tri-Pacific Supply Inc., supplies	\$495.28
Underwriters Laboratories, supplies	\$445.00
Unique Embroidery & Engraving, supplies	\$1,044.20
United Parcel Service, shipping	\$55.10
United Way of Morgan County, contributions	\$318.50
UNUM Provident, life insurance premium	\$2,682.79
US FoodService, Inc., supplies	\$4,016.09
USABlueBook, supplies	\$388.12
Utility Notification, locate tickets	\$221.10
Vanessa Jaquez, refund	\$10.00
Viaero Wireless, monthly service	\$2,084.13
Victim Services Program, victim service fees	\$260.00
Victory Sales, supplies	\$645.50
Vision Service Plan, additional insurance	\$1,308.47
VWR International, Inc., supplies	\$348.63
Wagner Equipment Co., supplies	\$795.43
Wagner Rents, rentals	\$350.48
Wal-Mart, supplies	\$2,141.90
Warehouse Supply Inc., supplies	\$130.01
Waste Management of N E C, trash service	\$3,321.47
Wells, Jeffrey, reimbursement	\$295.42
Wesco Distribution Inc., supplies	\$4,964.33
West Group Payment Center, information charges	\$250.60
Westcrete Concrete Const., concrete replacement	\$517.19
Westek Rental LLC, rentals, supplies	\$576.47

Western Area Power Admin, purchased power	\$409,021.85
Western United Electric Supply Corp., supplies	\$38,217.08
Wiggins Auto Supply LLC, supplies	\$72.45
Wiggins Electric, repairs	\$2,746.87
Wiggins Telephone Association, telephone charges	\$146.27
Wilson Golf Division, supplies	\$174.71
Wireless Advanced Comm, supplies, installation	\$9,912.50
Xcel Energy, utilities	\$4,823.39
Xerox Corporation, base charges, copy count	\$1,715.61
Young, Tara, fitness instructor	<u>\$186.85</u>
Total Disbursements - August 2008	\$3,410,480.54

Payroll Report – August 2008

ALBERT,CLARENCE,T	\$322.40	BRAGG,ROBERT,E	\$927.65
ALBERT,CLARENCE,T	\$602.74	BRENEMAN,KENNETH,D,JR	\$1,374.19
ALBERT,CLARENCE,T	\$602.74	BRENEMAN,KENNETH,D,JR	\$1,317.01
ALBRANDT,HERMAN,E	\$1,640.10	BRENEMAN,KENNETH,D,JR	\$1,573.47
ALBRANDT,HERMAN,E	\$1,640.10	BRETZ,BARBARA,J	\$799.97
ALBRANDT,HERMAN,E	\$1,710.79	BRETZ,BARBARA,J	\$786.67
ANGUIANO,JUAN,M	\$108.66	BRETZ,BARBARA,J	\$843.14
ANGUIANO,JUAN,M	\$54.33	BRISTOL,DUANE,D	\$1,754.05
ANGUIANO,JUAN,M	\$217.32	BRISTOL,DUANE,D	\$1,563.69
ARNDT,DAVID,A	\$1,536.16	BRISTOL,DUANE,D	\$1,487.97
ARNDT,DAVID,A	\$1,373.51	BROST,COLLETTE,J	\$998.29
ARNDT,DAVID,A	\$1,403.42	BROST,COLLETTE,J	\$937.24
ARROYO,MIGUEL,H	\$693.17	BROST,COLLETTE,J	\$1,017.90
ARROYO,MIGUEL,H	\$705.01	BROWN,STEVEN,J	\$1,228.24
ARROYO,MIGUEL,H	\$684.61	BROWN,STEVEN,J	\$1,446.45
BAILEY,JON,LEE	\$35.66	BROWN,STEVEN,J	\$1,216.00
BAIN,JOHN,D	\$1,977.79	CANTIN,BRIAN,J	\$1,408.89
BAIN,JOHN,D	\$1,850.43	CANTIN,BRIAN,J	\$1,644.09
BAIN,JOHN,D	\$1,874.11	CANTIN,BRIAN,J	\$1,410.89
BASS,SHEILA,R	\$896.41	CANTIN,STEPHEN,J	\$257.43
BASS,SHEILA,R	\$882.55	CANTIN,STEPHEN,J	\$384.15
BASS,SHEILA,R	\$949.06	CARPENTER,TAYLOR,L	\$513.86
BEHRENDTS,TONY,R	\$1,042.01	CARPENTER,TAYLOR,L	\$316.99
BEHRENDTS,TONY,R	\$1,162.34	CARPENTER,TAYLOR,L	\$210.22
BEHRENDTS,TONY,R	\$1,109.75	CARR,LARRY,B	\$1,451.57
BENHAM,EVAN,K	\$61.33	CARR,LARRY,B	\$1,438.57
BENHAM,EVAN,K	\$66.91	CARR,LARRY,B	\$1,451.57
BENHAM,ROSS,D	\$388.97	CARTER,LARISSA,C	\$452.23
BENHAM,ROSS,D	\$455.27	CARTER,LARISSA,C	\$514.63
BENHAM,ROSS,D	\$233.13	CARTER,LARISSA,C	\$183.40
BERNHARDT,KYLE,S	\$332.12	CAWLEY,DAVID,WAYNE	\$912.56
BERNHARDT,KYLE,S	\$375.58	CAWLEY,DAVID,WAYNE	\$790.42
BERNHARDT,KYLE,S	\$176.71	CAWLEY,DAVID,WAYNE	\$920.43
BLACK,MARK,R	\$862.50	CELESTINO,GILBERT	\$671.06
BLACK,MARK,R	\$834.96	CELESTINO,GILBERT	\$671.06
BLACK,MARK,R	\$900.81	CELESTINO,GILBERT	\$714.48
BOEHM,MILTON,L,III	\$969.11	CERVANTES,MARIO,J	\$410.51
BOEHM,MILTON,L,III	\$1,032.37	CERVANTES,MARIO,J	\$476.46
BOEHM,MILTON,L,III	\$1,146.44	CERVANTES,MARIO,J	\$396.53
BOSLEY,CATHERINE,C	\$988.68	CHILCOTE,CARLY,D	\$534.35
BOSLEY,CATHERINE,C	\$902.08	CHILCOTE,CARLY,D	\$627.72
BOSLEY,CATHERINE,C	\$1,397.84	CHILCOTE,CARLY,D	\$192.17
BOSTRON,CHRISTINA,R	\$914.90	CHURCH,MITCHELL,M	\$740.56
BOSTRON,CHRISTINA,R	\$914.90	CHURCH,MITCHELL,M	\$680.74
BOSTRON,CHRISTINA,R	\$989.76	CHURCH,MITCHELL,M	\$1,253.68
BOWER,ROCKY	\$1,616.22	CHWIEDOR,LUKE,R	\$875.56
BOWER,ROCKY	\$1,586.32	CHWIEDOR,LUKE,R	\$883.07
BOWER,ROCKY	\$1,616.23	CHWIEDOR,LUKE,R	\$914.15
BRACKETT,CYNTHIA,L	\$1,193.99	CLARK,MARK,C	\$1,291.15
BRACKETT,CYNTHIA,L	\$1,193.99	CLARK,MARK,C	\$1,291.15
BRACKETT,CYNTHIA,L	\$1,202.89	CLARK,MARK,C	\$1,291.15
BRAGG,ROBERT,E	\$861.54	COFFIN,CLINTON,M	\$1,164.04
BRAGG,ROBERT,E	\$875.47	COFFIN,CLINTON,M	\$1,132.86

COFFIN,CLINTON,M	\$1,202.03	EDDY,GARY,AARON	\$1,639.66
COLUMBIA,SHELLY,A	\$97.53	EDDY,GARY,AARON	\$1,598.55
COLUMBIA,SHELLY,A	\$264.76	ELLIOTT,LINDA,SUE	\$1,031.26
COLUMBIA,SHELLY,A	\$125.23	ELLIOTT,LINDA,SUE	\$999.09
COOK,CORY,V	\$801.63	ELLIOTT,LINDA,SUE	\$1,031.27
COOK,CORY,V	\$763.89	ENGLISH,FELICIA,A	\$1,179.90
COOK,CORY,V	\$1,000.63	ENGLISH,FELICIA,A	\$1,179.90
COOK,ERIK,A	\$906.30	ENGLISH,FELICIA,A	\$1,239.96
COOK,ERIK,A	\$906.30	ERICKSON,PAUL,D	\$1,334.69
COOK,ERIK,A	\$943.61	ERICKSON,PAUL,D	\$1,360.45
COOLEY,ESTHER,R	\$103.12	ERICKSON,PAUL,D	\$1,354.80
COOLEY,ESTHER,R	\$135.92	ERTLE,ANDREA,E	\$419.51
COOLEY,ESTHER,R	\$91.40	ERTLE,ANDREA,E	\$419.52
COOPER,NIKKIE,A	\$1,023.42	ERTLE,ANDREA,E	\$419.51
COOPER,NIKKIE,A	\$1,023.43	EURICH,VINCENT,CRAIG	\$1,683.08
COOPER,NIKKIE,A	\$1,047.18	EURICH,VINCENT,CRAIG	\$1,576.75
COUP,KURT	\$1,063.65	EURICH,VINCENT,CRAIG	\$1,926.96
COUP,KURT	\$1,008.11	EURICH,YOLANDA,L	\$1,089.92
COUP,KURT	\$1,195.38	EURICH,YOLANDA,L	\$1,063.41
COVEY,ROBERT,V	\$1,041.27	EURICH,YOLANDA,L	\$1,114.08
COVEY,ROBERT,V	\$991.42	EVINS,ROBERT,H	\$1,437.45
COVEY,ROBERT,V	\$1,081.27	EVINS,ROBERT,H	\$1,424.45
CRONE,JARED,R	\$1,483.24	EVINS,ROBERT,H	\$1,437.43
CRONE,JARED,R	\$1,461.31	EYESTONE,BEVERLY,J	\$289.76
CRONE,JARED,R	\$1,456.66	EYESTONE,BEVERLY,J	\$289.76
CROSBY,DENISE,K	\$862.53	EYESTONE,BEVERLY,J	\$289.76
CROSBY,DENISE,K	\$862.53	FAZ,ELISEO	\$650.14
CROSBY,DENISE,K	\$868.49	FAZ,ELISEO	\$642.08
DAHL,BRITTNEY,A	\$198.97	FAZ,ELISEO	\$646.11
DAHL,BRITTNEY,A	\$80.48	FLORES,ALEJANDRO	\$162.99
DAHL,COLE,A	\$6.36	FLORES,ALEJANDRO	\$119.72
DAHL,COLE,A	\$9.54	FLORES,ALEJANDRO	\$54.33
DARNELL,JACK,L	\$184.70	FLORES,ALEJANDRO	\$325.98
DAVIS,KEVIN,A	\$331.15	FLORES,ALEJANDRO(ALEX)	\$53.68
DAVIS,KEVIN,A	\$182.78	FLORES,ALEJANDRO(ALEX)	\$189.07
DAVIS,KEVIN,A	\$156.98	FOLKEDAHL,NICKOLAS	\$352.97
DAVIS,THOMAS,L	\$1,756.31	FOLKEDAHL,NICKOLAS	\$406.63
DAVIS,THOMAS,L	\$1,740.21	FOLKEDAHL,NICKOLAS	\$184.82
DAVIS,THOMAS,L	\$1,725.44	FORBES,ERIC,C	\$439.55
DEAL,SHAROL,LYN	\$90.55	FORBES,ERIC,C	\$231.38
DEWEY,ALFRED,A	\$969.36	FRIES,JANE,E	\$1,075.26
DEWEY,ALFRED,A	\$879.46	FRIES,JANE,E	\$1,066.41
DEWEY,ALFRED,A	\$908.07	FRIES,JANE,E	\$1,112.34
DIAZ,JOSIE,M	\$1,472.79	FRISBIE,BRITTANY,A	\$106.72
DIAZ,JOSIE,M	\$1,080.00	FRISBIE,BRITTANY,A	\$18.62
DIAZ,JOSIE,M	\$1,079.99	FRITZLER,ELLEN,T	\$461.10
DIENER,POLLY,A	\$195.86	FRITZLER,ELLEN,T	\$435.80
DIENER,POLLY,A	\$103.12	FRITZLER,ELLEN,T	\$230.74
DILLINGER,MICHAEL,D	\$915.75	FRITZLER,GARY,L	\$981.09
DILLINGER,MICHAEL,D	\$870.45	FRITZLER,GARY,L	\$1,014.57
DILLINGER,MICHAEL,D	\$1,237.87	FRITZLER,GARY,L	\$1,081.39
DIXON,JENNIFER,ANN	\$665.39	FRYE,CYNTHIA,L	\$317.56
DIXON,JENNIFER,ANN	\$592.46	FRYE,CYNTHIA,L	\$450.90
DIXON,JENNIFER,ANN	\$771.66	FRYE,CYNTHIA,L	\$346.99
DOLL,ROGER,L	\$1,433.36	GAGLIANO,ANTHONY,M	\$1,147.29
DOLL,ROGER,L	\$1,378.70	GAGLIANO,ANTHONY,M	\$1,103.29
DOLL,ROGER,L	\$1,471.33	GAGLIANO,ANTHONY,M	\$1,147.29
DREESSEN,GARY,L	\$1,642.83	GARCIA,CARLOS,R	\$435.72
DREESSEN,GARY,L	\$1,611.63	GARCIA,CARLOS,R	\$435.72
DREESSEN,GARY,L	\$1,659.07	GARCIA,CARLOS,R	\$1,001.72
DUKE,DOAK	\$1,282.16	GARCIA,WILLIAM,P	\$1,238.50
DUKE,DOAK	\$1,209.69	GARCIA,WILLIAM,P	\$1,226.66
DUKE,DOAK	\$1,421.26	GARCIA,WILLIAM,P	\$1,271.01
DUNEHOO,ANDREW,L	\$1,064.58	GARVIN,SIMONE,F	\$18.75
DUNEHOO,ANDREW,L	\$1,007.63	GARVIN,SIMONE,F	\$9.37
DUNEHOO,ANDREW,L	\$1,078.81	GARVIN,SIMONE,F	\$18.75
EDDY,GARY,AARON	\$1,834.40	GEARHART,VINCENT,P	\$40.38

GESICK,MYRANDA,R	\$362.56	HOBBS,JOSEPH	\$541.16
GESICK,MYRANDA,R	\$329.43	HOCHANADEL,ANTHONY,C	\$283.59
GIVENS,DREW,A	\$1,003.90	HOCHANADEL,ANTHONY,C	\$693.04
GIVENS,DREW,A	\$1,003.88	HOCHANADEL,ANTHONY,C	\$193.89
GIVENS,DREW,A	\$1,220.77	HOCHANADEL,ANTHONY,L	\$115.90
GIVENS,MATTHEW,L	\$1,254.81	HOCHANADEL,ANTHONY,L	\$86.93
GIVENS,MATTHEW,L	\$1,241.81	HOCHANADEL,JOE,M	\$427.07
GIVENS,MATTHEW,L	\$1,302.46	HOCHANADEL,JOE,M	\$313.40
GLEASON,MICHAEL,D	\$926.40	HOCHANADEL,JOE,M	\$95.64
GLEASON,MICHAEL,D	\$926.41	HOFF,CAROLE,B	\$520.39
GLEASON,MICHAEL,D	\$968.27	HOFF,CAROLE,B	\$472.77
GOETZ,COLLIN,S	\$64.42	HOFF,CAROLE,B	\$480.97
GOETZ,COLLIN,S	\$126.99	HOFMAN,DOUGLAS,DALE	\$1,488.41
GOETZ,COLLIN,S	\$11.04	HOFMAN,DOUGLAS,DALE	\$1,470.24
GRANTHAM,NICHOLAS,J	\$501.87	HOFMAN,DOUGLAS,DALE	\$1,501.42
GRANTHAM,NICHOLAS,J	\$462.86	HOLBECK,CHARLENE,J	\$439.53
GRANTHAM,NICHOLAS,J	\$452.55	HOLBECK,CHARLENE,J	\$445.18
GREENWOOD,TREVOR,S	\$1,195.65	HOLBECK,CHARLENE,J	\$436.71
GREENWOOD,TREVOR,S	\$1,195.65	HOLDEN,SONJA,L	\$506.35
GREENWOOD,TREVOR,S	\$1,237.09	HOLDEN,SONJA,L	\$504.21
GUGGENMOS,BRENDA,J	\$1,136.67	HOLDEN,SONJA,L	\$490.23
GUGGENMOS,BRENDA,J	\$1,136.67	HOLT,MARY,A	\$913.66
GUGGENMOS,BRENDA,J	\$1,170.87	HOLT,MARY,A	\$894.71
HALEY,ELLEN,E	\$307.36	HOLT,MARY,A	\$990.91
HALEY,ELLEN,E	\$362.56	HORST,ELDON,R	\$951.74
HALEY,ELLEN,E	\$44.17	HORST,ELDON,R	\$919.65
HALL,LARRY,DEAN	\$538.54	HORST,ELDON,R	\$1,061.83
HALL,LARRY,DEAN	\$538.54	HORST,KAYLA,D	\$252.06
HALL,LARRY,DEAN	\$472.98	HORST,KAYLA,D	\$482.22
HAMILTON,CORY,R	\$1,048.65	HORST,KAYLA,D	\$287.85
HAMILTON,CORY,R	\$1,048.65	HORTON,TYLER,J	\$515.32
HAMILTON,CORY,R	\$1,097.54	HORTON,TYLER,J	\$16.56
HARBART,VERNON,E	\$1,292.17	HORTON,TYLER,J	\$193.25
HARBART,VERNON,E	\$1,292.17	HOSIER,DARELD	\$1,216.25
HARBART,VERNON,E	\$1,292.17	HOSIER,DARELD	\$1,186.21
HARNED,HARRY,R	\$924.55	HOSIER,DARELD	\$1,196.91
HARNED,HARRY,R	\$1,050.10	HOSIER,MICHAEL,L	\$1,077.15
HARNED,HARRY,R	\$933.20	HOSIER,MICHAEL,L	\$1,099.42
HARTBERGER,DOMINIC,L	\$178.39	HOSIER,MICHAEL,L	\$1,077.14
HARTBERGER,DOMINIC,L	\$213.50	HOWARD,BETHRY JAN	\$22.24
HARTBERGER,DOMINIC,L	\$185.53	HOWARD,BETHRY JAN	\$23.84
HASTINGS,DANIEL,J	\$853.59	HOWARD,BETHRY JAN	\$25.42
HASTINGS,DANIEL,J	\$853.58	JANSMA,KENNETH,A	\$1,142.72
HASTINGS,DANIEL,J	\$893.31	JANSMA,KENNETH,A	\$1,411.17
HEATON,TERRY,R	\$1,613.56	JANSMA,KENNETH,A	\$1,168.45
HEATON,TERRY,R	\$2,388.78	JANZEN,ROBERTA,J	\$799.25
HEATON,TERRY,R	\$1,665.37	JANZEN,ROBERTA,J	\$778.76
HECKER,CHRISTIAN,J	\$472.71	JANZEN,ROBERTA,J	\$799.25
HECKER,CHRISTIAN,J	\$517.09	JONES,PRISCILLA,K	\$1,908.69
HECKER,CHRISTIAN,J	\$592.74	JONES,PRISCILLA,K	\$1,908.69
HECKER,MICHAEL,E	\$1,761.58	JONES,PRISCILLA,K	\$1,908.69
HECKER,MICHAEL,E	\$1,634.89	JURGEMEYER,MARNE,K	\$1,290.12
HECKER,MICHAEL,E	\$2,032.29	JURGEMEYER,MARNE,K	\$1,284.01
HEEPKE,ISABELLA,M	\$569.55	JURGEMEYER,MARNE,K	\$1,332.36
HEEPKE,ISABELLA,M	\$183.20	KABER,JOSHUA,A	\$1,098.14
HEEPKE,ISABELLA,M	\$77.73	KABER,JOSHUA,A	\$1,133.23
HEEPKE,MAXFIELD,F	\$75.95	KABER,JOSHUA,A	\$1,137.63
HEEPKE,MAXFIELD,F	\$71.73	KAISER,KAYE (SKIP),K	\$1,393.40
HIGHBERGER,JUSTIN,S	\$341.45	KAISER,KAYE (SKIP),K	\$1,091.37
HIGHBERGER,JUSTIN,S	\$330.45	KAISER,KAYE,K	\$1,091.37
HIGHBERGER,JUSTIN,S	\$276.50	KAPER,KORY,J	\$416.41
HOBBS,CHARLES,M	\$1,164.32	KAPER,KORY,J	\$426.82
HOBBS,CHARLES,M	\$937.97	KAPER,KORY,J	\$407.84
HOBBS,CHARLES,M	\$1,011.79	KARAS,JONATHAN,P	\$1,910.95
HOBBS,JAMES,M	\$310.35	KARAS,JONATHAN,P	\$1,910.95
HOBBS,JAMES,M	\$485.85	KARAS,JONATHAN,P	\$1,956.88
HOBBS,JOSEPH	\$618.67	KELLER,KIRSTEN,L	\$229.46

KELLER,KIRSTEN,L	\$129.07	MALONE,TIMOTHY,A	\$1,169.17
KELLER,STASHIA,L	\$14.06	MALONE,TIMOTHY,A	\$1,130.16
KELLER,STASHIA,L	\$14.06	MALONE,TIMOTHY,A	\$1,243.36
KELLER,STASHIA,L	\$32.80	MARQUEZ,CECILE,K	\$45.22
KIRKENDALL,MICHAEL,E	\$1,181.92	MARQUEZ,CECILE,K	\$34.45
KIRKENDALL,MICHAEL,E	\$1,168.94	MASSENGALE,DAVID,M	\$1,093.50
KIRKENDALL,MICHAEL,E	\$1,235.25	MASSENGALE,DAVID,M	\$1,084.23
KITZMAN,CAMILLA,A	\$156.66	MASSENGALE,DAVID,M	\$1,219.10
KITZMAN,CAMILLA,A	\$129.31	MAXWELL,HUNTER,L	\$194.90
KITZMAN,CAMILLA,A	\$104.44	MAXWELL,HUNTER,L	\$438.47
KITZMAN,KATHERINE,A	\$81.64	MAXWELL,HUNTER,L	\$170.50
KITZMAN,KATHERINE,A	\$118.57	MCALISTER,TERRY,L	\$92.35
KITZMAN,KATHERINE,A	\$138.54	MCCLARY,SCOTT,A	\$221.18
KLASSEN,TAWNYA,M	\$1,025.80	MCCLARY,SCOTT,A	\$214.74
KLASSEN,TAWNYA,M	\$916.86	MCCLARY,SCOTT,A	\$75.70
KLASSEN,TAWNYA,M	\$947.45	MCCLURE,STEPHEN,D	\$1,084.85
KOPETZKY,ROBERT,E	\$1,292.74	MCCLURE,STEPHEN,D	\$1,016.49
KOPETZKY,ROBERT,E	\$1,208.24	MCCLURE,STEPHEN,D	\$1,125.57
KOPETZKY,ROBERT,E	\$1,186.07	MCCORMICK,JOHN,BRADLEY	\$1,070.62
KORRELL,DAWN,L	\$997.95	MCCORMICK,JOHN,BRADLEY	\$1,024.70
KORRELL,DAWN,L	\$997.94	MCCORMICK,JOHN,BRADLEY	\$979.71
KORRELL,DAWN,L	\$997.94	MCFARLAND,THOMAS,J	\$1,261.62
KURETICH,KEITH	\$2,221.81	MCFARLAND,THOMAS,J	\$1,217.92
KURETICH,KEITH	\$2,106.67	MCFARLAND,THOMAS,J	\$1,475.74
KURETICH,KEITH	\$1,893.25	MCGRAW,ALLISON,E	\$34.96
KURETICH,KEITH	\$2,571.43	MCGRAW,ALLISON,E	\$38.14
LANGFORD,SHELLI,L	\$470.19	MEEKS,CATHERINE,M	\$661.70
LANGFORD,SHELLI,L	\$312.89	MEEKS,CATHERINE,M	\$661.70
LANGFORD,SHELLI,L	\$83.71	MEEKS,CATHERINE,M	\$661.70
LANZ,ALAN,M	\$325.87	MEEKS,DANIEL,E	\$1,014.87
LANZ,ALAN,M	\$224.00	MEEKS,DANIEL,E	\$955.08
LANZ,ALAN,M	\$150.87	MEEKS,DANIEL,E	\$1,408.43
LARSON,ANGELA,J	\$937.47	MERRILL,PATRICK,L	\$1,766.57
LARSON,ANGELA,J	\$937.48	MERRILL,PATRICK,L	\$2,050.92
LARSON,ANGELA,J	\$937.47	MERRILL,PATRICK,L	\$2,639.68
LATOSKI,DALENE,W	\$649.20	MILLER,KEVIN,W	\$1,315.05
LATOSKI,DALENE,W	\$611.27	MILLER,KEVIN,W	\$1,458.92
LATOSKI,DALENE,W	\$652.27	MILLER,KEVIN,W	\$1,315.05
LAWS,RAYMOND,M	\$319.61	MILLER,UNA,J	\$518.84
LAWS,RAYMOND,M	\$225.37	MOHR,CHRISTOPHER,S	\$416.84
LAWS,RAYMOND,M	\$151.34	MOHR,CHRISTOPHER,S	\$150.10
LEBSOCK,DANIELLE,L	\$110.42	MOLINA,BASIL,JR	\$1,234.64
LEBSOCK,DANIELLE,L	\$33.13	MOLINA,BASIL,JR	\$1,372.36
LEBSOCK,DANIELLE,L	\$31.29	MOLINA,BASIL,JR	\$1,260.74
LEBSOCK,LISA,L	\$504.87	MOONEY,KENNETH,D,JR	\$1,105.75
LEBSOCK,LISA,L	\$504.87	MOONEY,KENNETH,D,JR	\$1,035.93
LEBSOCK,LISA,L	\$504.87	MOONEY,KENNETH,D,JR	\$1,148.98
LEWIS,KORTNI,D	\$522.93	MUSGRAVE,LEA,CONNIE	\$1,452.30
LEWIS,KORTNI,D	\$108.02	MUSGRAVE,LEA,CONNIE	\$1,464.35
LEWIS,KORTNI,D	\$113.80	MUSGRAVE,LEA,CONNIE	\$1,500.93
LEWIS,SHANNAN,K	\$739.25	NICKELL,CLAUDIA,T	\$1,081.79
LEWIS,SHANNAN,K	\$739.24	NICKELL,CLAUDIA,T	\$1,076.80
LEWIS,SHANNAN,K	\$992.87	NICKELL,CLAUDIA,T	\$1,081.80
LINDSEY,CURTIS,C	\$968.06	OCANAS,ELEAZAR,JR	\$1,194.43
LINDSEY,CURTIS,C	\$892.34	OCANAS,ELEAZAR,JR	\$1,209.56
LINDSEY,CURTIS,C	\$1,126.25	OCANAS,ELEAZAR,JR	\$1,325.35
LINTON,DOUGLAS,A	\$1,870.78	OLIVAS,CASIMIRO,S	\$181.10
LINTON,DOUGLAS,A	\$1,799.58	OLIVAS,CASIMIRO,S	\$54.33
LINTON,DOUGLAS,A	\$1,908.16	OLIVAS,CASIMIRO,S	\$181.10
LORENZINI,WILLIAM,D	\$1,885.16	PADGETT,MATTHEW,R	\$1,460.30
LORENZINI,WILLIAM,D	\$1,815.32	PADGETT,MATTHEW,R	\$1,403.12
LORENZINI,WILLIAM,D	\$1,548.74	PADGETT,MATTHEW,R	\$1,690.26
LUCERO,DOMINICK,G	\$1,251.91	PAGE,LANNY	\$1,025.34
LUCERO,DOMINICK,G	\$1,547.48	PAGE,LANNY	\$955.55
LUCERO,DOMINICK,G	\$1,263.83	PAGE,LANNY	\$1,067.19
MALONE,JENNIFER,M	\$415.83	PARKS,JAMES,A	\$1,032.87
MALONE,JENNIFER,M	\$261.90	PARKS,JAMES,A	\$1,007.66

PARKS,JAMES,A	\$1,321.49	SAGEL,ERIK,H	\$1,161.69
PECK,ROGER,D	\$881.62	SAUER,MITCHELL,R	\$440.01
PECK,ROGER,D	\$934.82	SAUER,MITCHELL,R	\$229.64
PECK,ROGER,D	\$881.62	SCHAFFER,TERRI,P	\$90.55
PEREZ,DELPHINA,L	\$555.03	SCHAMBERGER,LANA,M	\$611.17
PEREZ,DELPHINA,L	\$564.59	SCHAMBERGER,LANA,M	\$419.46
PEREZ,DELPHINA,L	\$582.72	SCHAMBERGER,LANA,M	\$291.34
PERKINS,JANE,L	\$963.77	SCHENEMAN,TIFFANY,D	\$367.71
PERKINS,JANE,L	\$939.61	SCHENEMAN,TIFFANY,D	\$398.68
PERKINS,JANE,L	\$983.72	SCHENEMAN,TIFFANY,D	\$386.70
PETERSEN,RODNEY,E	\$562.80	SCHLEGEL,ALBERT,C	\$1,146.22
PETERSEN,RODNEY,E	\$567.30	SCHLEGEL,ALBERT,C	\$955.40
PETERSEN,RODNEY,E	\$571.80	SCHLEGEL,ALBERT,C	\$1,043.12
PETRINO,TRAVIS,A	\$1,050.10	SCHOSSOW,DOUGLAS,W	\$1,540.45
PETRINO,TRAVIS,A	\$1,032.28	SCHOSSOW,DOUGLAS,W	\$1,515.95
PETRINO,TRAVIS,A	\$1,084.47	SCHOSSOW,DOUGLAS,W	\$1,634.61
PORTEUS,CHARLES,T	\$1,728.61	SCHOSSOW,ELIZABETH,A	\$359.52
PORTEUS,CHARLES,T	\$1,470.33	SCHOSSOW,ELIZABETH,A	\$250.38
PORTEUS,CHARLES,T	\$1,341.71	SCHOSSOW,JENNIFER,S	\$266.65
POWERS,JAMES,A	\$98.55	SCHOSSOW,JENNIFER,S	\$180.10
PRENTICE,JODY,L	\$1,649.53	SCHOSSOW,JENNIFER,S	\$72.44
PRENTICE,JODY,L	\$1,642.53	SCOTT,CASEY,M	\$136.36
PRENTICE,JODY,L	\$1,687.27	SCOTT,DONNA,ELAINE	\$1,009.13
PRESTON,GREGORY	\$539.80	SCOTT,DONNA,ELAINE	\$969.20
PRESTON,GREGORY	\$574.07	SCOTT,DONNA,ELAINE	\$1,020.30
PRESTON,GREGORY	\$485.77	SEGURA,NICHOLAS,A	\$392.62
PROCUNIER,KEN	\$1,499.27	SEGURA,NICHOLAS,A	\$237.65
PROCUNIER,KEN	\$1,511.85	SEGURA,NICHOLAS,A	\$25.77
PROCUNIER,KEN	\$1,825.91	SHARP,LOREN,G	\$1,077.15
RAGER,RONALD,LEE	\$623.26	SHARP,LOREN,G	\$1,647.49
RAGER,RONALD,LEE	\$326.70	SHARP,LOREN,G	\$1,110.24
RAGER,RONALD,LEE	\$623.26	SHEDD,DONALD,A	\$1,762.83
RAMSTETTER,JULIE,ANN	\$1,003.36	SHEDD,DONALD,A	\$1,744.03
RAMSTETTER,JULIE,ANN	\$1,007.69	SHEDD,DONALD,A	\$1,762.83
RAMSTETTER,JULIE,ANN	\$1,073.60	SHUTTS,BRADLEY,C	\$317.01
REEDER,DANIEL,J	\$869.79	SHUTTS,BRADLEY,C	\$226.78
REEDER,DANIEL,J	\$869.80	SHUTTS,BRADLEY,C	\$229.64
REEDER,DANIEL,J	\$869.79	SIMMONS,ALBERTA,M	\$97.55
REYES,JULIA,G	\$15.90	SIMMONS,GREGORY,D	\$364.62
REYES,JULIA,G	\$9.54	SIMMONS,GREGORY,D	\$667.99
REYES,JULIA,G	\$68.59	SIMMONS,GREGORY,D	\$596.41
RICHARDSON,TONYA,S	\$878.65	SIMONDS,STEPHEN,D	\$425.94
RICHARDSON,TONYA,S	\$870.03	SIMONDS,STEPHEN,D	\$425.94
RICHARDSON,TONYA,S	\$893.76	SIMONDS,STEPHEN,D	\$452.86
RICO,JORGE,JR	\$733.12	SIMPSON,GEOFF,DAVID	\$421.12
RICO,JORGE,JR	\$725.05	SIMPSON,GEOFF,DAVID	\$288.72
RICO,JORGE,JR	\$725.05	SIMPSON,GEOFF,DAVID	\$378.44
RIGGS,JASON,L	\$1,176.12	SIMPSON,JOHN,R	\$1,172.69
RIGGS,JASON,L	\$1,161.17	SIMPSON,JOHN,R	\$1,116.71
RIGGS,JASON,L	\$1,230.88	SIMPSON,JOHN,R	\$1,212.19
RODARTE,BERNARD	\$1,129.53	SMEESTER,ZEBULUN	\$1,102.86
RODARTE,BERNARD	\$1,169.18	SMEESTER,ZEBULUN	\$1,139.64
RODARTE,BERNARD	\$1,053.18	SMEESTER,ZEBULUN	\$1,102.86
RODRIGUEZ,FELIX,R	\$1,369.88	SMITH,ERIC,R	\$1,236.10
RODRIGUEZ,FELIX,R	\$1,191.70	SMITH,ERIC,R	\$1,085.50
RODRIGUEZ,FELIX,R	\$2,064.00	SMITH,ERIC,R	\$1,413.09
RODRIGUEZ,MANUEL,P	\$886.12	SMITH,THOMAS,W	\$917.12
RODRIGUEZ,MANUEL,P	\$533.12	SMITH,THOMAS,W	\$1,205.85
RODRIGUEZ,MANUEL,P	\$603.92	SMITH,THOMAS,W	\$957.84
RODRIGUEZ,ALICE	\$22.64	SNYDER,BLAKE,J	\$1,289.61
RODRIGUEZ,ALICE	\$56.59	SNYDER,BLAKE,J	\$1,510.02
RODRIGUEZ,ALICE	\$147.14	SNYDER,BLAKE,J	\$1,189.71
SAGEL,DARIN,L	\$1,691.26	SPENCER,SHARYN,L	\$633.12
SAGEL,DARIN,L	\$1,660.08	SPENCER,SHARYN,L	\$653.31
SAGEL,DARIN,L	\$1,686.54	SPENCER,SHARYN,L	\$636.25
SAGEL,ERIK,H	\$962.24	STEFFEN,AUSTIN,A	\$106.47
SAGEL,ERIK,H	\$954.64	STEFFEN,AUSTIN,A	\$195.47

STEFFEN,AUSTIN,A	\$98.53	WINBERG,CHERYL,A	\$1,074.70
STRAND,ANDREA,J	\$1,526.66	WOOLDRIDGE,NICHOLE,L	\$280.21
STRAND,ANDREA,J	\$1,495.48	WOOLDRIDGE,NICHOLE,L	\$77.42
STRAND,ANDREA,J	\$1,564.98	WOOLDRIDGE,NICHOLE,L	\$150.41
TADOLINI,CHRISTINA,L	\$1,270.25	WRIGHT,KENNETH,L	\$1,062.16
TADOLINI,CHRISTINA,L	\$1,202.32	WRIGHT,KENNETH,L	\$1,036.16
TADOLINI,CHRISTINA,L	\$1,424.78	WRIGHT,KENNETH,L	\$1,044.21
THIEL,THOMAS,R	\$39.59	WUNSCH,TIMOTHY,A	\$1,114.78
TRUJILLO,HOPE,R	\$539.26	WUNSCH,TIMOTHY,A	\$987.78
TRUJILLO,HOPE,R	\$548.82	WUNSCH,TIMOTHY,A	\$1,046.85
TRUJILLO,HOPE,R	\$566.95	YEAROUS,ALLISON,R	\$80.65
TUCKER,DONALD,J	\$1,268.91	ZWETZIG,TODD,E	\$1,111.39
TUCKER,DONALD,J	\$1,171.29	ZWETZIG,TODD,E	\$1,155.00
TUCKER,DONALD,J	\$1,249.19	ZWETZIG,TODD,E	<u>\$1,097.72</u>
TURNER,JOHN,W	\$1,659.58	Total Payroll - Aug 2008	\$631,030.95
TURNER,JOHN,W	\$1,633.58	Total Disbursements - Aug 2008	<u>\$3,410,480.54</u>
TURNER,JOHN,W	\$1,759.53	Total Publication Report - Aug 2008	\$4,041,511.49
VALDEZ,BRENDA	\$14.31		
VALDEZ,BRENDA	\$9.54		
VALDEZ,BRENDA	\$6.36		
VANNOY,JULIE,A	\$419.51		
VANNOY,JULIE,A	\$428.56		
VANNOY,JULIE,A	\$324.08		
VAZQUEZ,LUIS,C	\$1,096.87		
VAZQUEZ,LUIS,C	\$1,444.05		
VAZQUEZ,LUIS,C	\$1,173.56		
VERHAAG,DEANNA,L	\$1,304.75		
VERHAAG,DEANNA,L	\$1,260.75		
VERHAAG,DEANNA,L	\$1,313.65		
VOSBURG,STEPHEN,DALE	\$1,168.18		
VOSBURG,STEPHEN,DALE	\$1,309.62		
VOSBURG,STEPHEN,DALE	\$1,223.43		
WALES,MICHAEL,C	\$748.42		
WALES,MICHAEL,C	\$731.38		
WALES,MICHAEL,C	\$742.78		
WALKER,BLAYNE,M	\$299.79		
WALKER,BLAYNE,M	\$261.45		
WALKER,BLAYNE,M	\$87.35		
WALKER,CHRISTOPHER,E	\$798.82		
WALKER,CHRISTOPHER,E	\$812.76		
WALKER,CHRISTOPHER,E	\$784.90		
WALKER,ELLA,MAE	\$773.64		
WALKER,ELLA,MAE	\$761.80		
WALKER,ELLA,MAE	\$800.88		
WALKER,JOSHUA,J	\$824.15		
WALKER,JOSHUA,J	\$907.40		
WALKER,JOSHUA,J	\$963.24		
WALKER,TINA,LEE	\$873.37		
WALKER,TINA,LEE	\$825.37		
WALKER,TINA,LEE	\$981.31		
WEESE,BRADLEY,L	\$285.91		
WEESE,BRADLEY,L	\$1,059.28		
WEESE,BRADLEY,L	\$1,059.28		
WEIMER,ROBERT,LEROY	\$1,871.69		
WEIMER,ROBERT,LEROY	\$1,831.87		
WEIMER,ROBERT,LEROY	\$1,930.61		
WELLS,JEFFREY,A	\$3,170.13		
WELLS,JEFFREY,A	\$3,170.13		
WELLS,JEFFREY,A	\$3,270.06		
WESTOVER,TORRIE,E	\$228.35		
WESTOVER,TORRIE,E	\$281.51		
WESTOVER,TORRIE,E	\$121.40		
WILLIS,JAMES,L	\$1,269.22		
WILLIS,JAMES,L	\$1,269.23		
WILLIS,JAMES,L	\$1,465.41		
WINBERG,CHERYL,A	\$1,013.07		
WINBERG,CHERYL,A	\$998.44		

- C. Approve the reading of the Proclamation of Home Grown Harvest for Career Fair Morgan County on October 7, 2008.
- D. Second and final reading of Ordinance No. 1073 entitled "An Ordinance adopting Section 20-38, Eradication of Graffiti, *Code of the City of Fort Morgan* (1994)," and publish by title only.

ORDINANCE NO. 1073

**AN ORDINANCE ADOPTING SECTION 20-38, ERADICATION OF GRAFFITI,
CODE OF THE CITY OF FORT MORGAN, (1994)**

WHEREAS, the City Council of Fort Morgan, Colorado finds that graffiti is a public nuisance and destructive of the rights and values of property owners as well as the community of the City of Fort Morgan; and

WHEREAS, unless the City acts to remove graffiti from public and private property, the graffiti remains thus other properties then become the target of graffiti. Thereafter affecting entire neighborhoods making them less desirable places to live, creating a further detriment of the City; and

WHEREAS, the City Council has requested that an Ordinance be established to help prevent the spread of graffiti vandalism and to establish a program for the removal of graffiti from public and private property; and

WHEREAS, the City Council intends, through the adoption of this Ordinance, to provide additional enforcement tools to protect public and private property from acts of graffiti vandalism and defacement; and

WHEREAS, the City Council is authorized to enact this Ordinance pursuant to its police powers, as specified in Article IV, Section 18 of the *Charter of the City of Fort Morgan*, that authorizes the City Council to "pass all such ordinances as shall be necessary to provide for the safety, preserve the health, promote prosperity, improve the morals, order, comfort and convenience of the city."

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF FORT MORGAN,

Section 1. That Fort Morgan Municipal Code, Chapter 20 is hereby amended, by the addition of Sec. 20-38 as follows:

SEC. 20-38. Eradication of Graffiti

(a) Legislative Intent.

The City Council finds and declares that the unauthorized inscription, word, figure or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by any graffiti implement, to the extent that the graffiti was not authorized in advance by the owner or occupant of the property, or, despite advance authorization, is otherwise deemed a public nuisance by the City of Fort Morgan.

(b) Definitions.

The following words, terms and phrases, when used in this Section, shall have the meanings as set forth, except where the context clearly indicates an alternative meaning:

Agent means an individual or entity that is authorized by a business or property owner to act on his or her behalf with regard to the business property.

Deface means to mar the external appearance or injure, impair or destroy by effacing significant details of something by removing, distorting, addition to or covering all or a part thereof.

Graffiti means the unauthorized inscription, word, sign, symbol, marking, design, figure or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property, including but not limited to buildings, structures, fixtures, sidewalks or other improvements, whether permanent or temporary by any graffiti implement, and which is visible from the City's public right-of-way, to the extent that the graffiti was not authorized in advance by the owner or occupant of the

property, or, despite advance authorization, is otherwise deemed a public nuisance by the City Council.

Graffiti implement means an aerosol paint container, paint, a broad-tipped marker, gum label, paint stick or graffiti stick, etching equipment, brush or any other device capable of scarring or leaving a visible mark on any natural or manmade surface.

Owner or Property Owner means any person holding legal title to any property, real or personal, located within the City boundaries.

Property means any structure, building, premises, business, vacant lot, single family dwelling, multi-family dwelling or any other real or personal property located within the City.

Service means notification by posting upon the property, personal service, or delivery by registered, certified and/or first class letter. The date the notice is posted or the letter is deposited in the mail shall constitute the date of service.

Tenant means any person leasing, renting, using or in any other way occupying the property of another for any term with his or her assent, express or implied.

(c) Prohibited Acts

A. Defacement. It shall be unlawful for any person to apply graffiti to any natural or manmade surface on any city-owned property or, without the permission of the owner or occupant, on any non-city-owned property.

B. Possession of Graffiti Implements.

1. It shall be unlawful for any person to possess any graffiti implement while on any school property, grounds, facilities, buildings, or structures, or in areas immediately adjacent to those specific locations upon public property, or upon private property without the prior written consent of the owner or occupant of such private property. The provisions of this Section shall not apply to the possession of broad-tipped markers by a minor attending or traveling to or from a school at which the minor is enrolled if the minor is participating in a class at the school that formally requires the possession of broad-tipped markers. The burden of proof in any prosecution for violation of this Section shall be upon the minor student to establish the need to possess a broad-tipped marker.
2. It shall be unlawful for any person to possess any graffiti implement while in or upon any public facility, park, playground, swimming pool, recreational facility, or other public building or structure owned or operated by the City or while in or within fifty (50) feet of an underpass, bridge abutment, storm drain, or similar types of infrastructure unless otherwise authorized by the City.

(d) Signage of Graffiti Implements

A. Signage Required. Every person who operates a retail commercial establishment selling graffiti implements shall:

1. Place a sign in clear public view at or near the display of such products stating: "Graffiti is against the law. Any person who defaces real or personal property with paint or any other liquid or device is guilty of a crime punishable by imprisonment of up to thirty (30) days and/or a fine up to \$1000.00 for each offense."

B. Notification of this requirement shall be given to all businesses by the City Clerk.

(e) Penalties.

A. Fines and Imprisonment. Any person violating this Section shall be punished by a minimum fine of (\$50.00) and a maximum fine for one thousand (\$1,000), or by imprisonment for a term not to exceed thirty (30) days, or by both fine and imprisonment at the discretion of the court.

1. In the case of a minor, the parents or legal guardian shall be jointly and severally liable with the minor for payment of all fines.

2. Failure of the parents or legal guardian to make payment will result in either a contempt citation enforceable by the Court or the filing of a lien on the parents' or legal guardian's property that includes the fine and administrative costs.
- B. Restitution. In addition to any punishment specified in this Section, the court shall order any violator to make restitution to the victim for damages or loss caused directly or indirectly by the violator's offense in the amount or manner determined by the court. In the case of a minor, the parents or legal guardian shall be ordered jointly and severally liable with the minor to make the restitution.
 - C. Community Service. In lieu of, or as part of the penalties specified in this Section, the Court may order a minor or adult to perform community service - which may include the following minimum requirements:
 1. The minor or adult shall perform at least fifteen (15) hours of community service.
 2. At least one parent or guardian of the minor shall be in attendance a minimum of fifty percent (50%) of the period of assigned community service.
 3. Reasonable effort shall be made to assign the minor or adult to a type of community service that is reasonably expected to have the most rehabilitative effect on the minor or adult, including community service that involves graffiti removal. If the offender is required to remove graffiti as part of the community service requirement, he/she shall purchase all materials necessary to remove or cover the graffiti. Said materials shall be approved by the public entity or private party for which the removal or cover is being provided.
 - D. Any person who pleads or is otherwise found guilty of violating the provisions of this section or in violation of Section 20-9, Defacing Property shall pay a \$50.00 Graffiti Abatement Surcharge in addition to any other fine, cost or surcharge. Funds accumulated under the Graffiti Abatement Surcharge shall be used by the City to remove graffiti from public and private property as authorized by the City Manager or his designee.
 - E. In addition, upon each conviction for violation under this section, the offender's driver's license may be revoked as provided in Section 42-2-125 C.R.S.

(f) Graffiti as Nuisance

- A. The existence of graffiti on public or private property in violation of this Section is expressly declared to be a public nuisance and, therefore, is subject to the removal and abatement provisions specified in this Section.
- B. It is the duty of both the owner of the property to which the graffiti has been applied and any person who may be in possession or who has the right to possess such property to at all time keep the property clear of graffiti.

(g) Removal or Covering of Graffiti

- A. Property Owner/Tenant Responsibility. If graffiti is not removed by the perpetrator as set forth in Paragraph A of this section, graffiti shall be removed pursuant to the following provisions:

It is unlawful for any person who is the owner or who has primary responsibility for control of property or for repair or maintenance of property in the City to permit property that is defaced with graffiti to remain defaced for a period of ten (10) days after receipt of notice of the defacement. Such notice shall be made as defined in Sec. 20-38(b). The notice shall contain the following information:

1. The street address and legal description of the property sufficient for identification of the property;
2. A statement that the property is a potential graffiti nuisance property with a concise description of the conditions leading to the finding;
3. A statement that the graffiti must be removed within ten (10) days after receipt of the notice. The existence of graffiti on any property after ten days shall be presumed a public nuisance;

4. A statement indicating that if additional time is necessary to clean the property the responsible person must contact the Police Department; and
5. A statement that failure to clean the identified property nuisance will establish a basis for the City to enter in an upon the property to abate the nuisance by any necessary means.

B. Right of City to Remove.

1. Use of Public Funds. Whenever the City becomes aware or is notified and determines that graffiti is located on publicly or privately owned property, the City Manager or his designee shall be authorized to use public funds for the removal of the graffiti, or for the painting or repairing of the graffiti, but shall not authorize or undertake to provide for the painting or repair of any more extensive an area than that where the graffiti is located.
2. Right of Entry on Private Property. If the property owner or responsible party fails to remove the offending graffiti within the time specified by this Section, or if the City has requested consent to remove or paint over the offending graffiti and the property owner or responsible party has refused consent for entry on terms acceptable to the City and consistent with the terms of this subparagraph B, the City shall have the right to enter upon any property in the City of Fort Morgan and abate the graffiti nuisance by whatever reasonable means are available to the City, as determined by the City Manager or his designee.

(h) Severability Provision.

Severability is intended throughout and within the provisions of the section. If any section, subsection, sentence, clause, phrase or portion of this Section is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Section.

EFFECTIVE DATE.

This Ordinance shall be in full force and effect five (5) days after publication.

READ AND PASSED ON FIRST READING AND ORDERED PUBLISHED IN FULL on the 2nd day of September, 2008.

[SEAL]

THE CITY COUNCIL OF THE CITY OF
FORT MORGAN, COLORADO

BY: /s/ Jack L. Darnell
Mayor

ATTEST:

/s/ Andrea J. Strand
City Clerk

PASSED, APPROVED AND ADOPTED ON FINAL READING AND ORDERED PUBLISHED by title only the 16th day of September, 2008.

[SEAL]

THE CITY COUNCIL OF THE CITY OF
FORT MORGAN, COLORADO

BY: /s/ Jack L. Darnell
Mayor

ATTEST:

/s/ Andrea J. Strand
City Clerk

- E. Approve the application for renewal of a Beer and Wine License for Graciela Cerna, Home Plate Restaurant, located at 410 East Railroad, with a clear police investigative report.

- F. Approve the application for renewal of a Hotel and Restaurant Liquor License for Acapulco Bay Corporation, located at 204 Main Street, with a clear police investigative report.
- G. Approve the terms and guidelines to accept an Energy Impact Assistance Grant in the amount of \$12,500; designate the City of Fort Morgan as the fiscal agent of these funds for the Cities of Fort Morgan, Brush and Sterling; and authorize the Mayor to sign the Memorandum of Understanding between the Northeastern Colorado Association of Local Governments and the City of Fort Morgan – all concerning the study to establishment Quiet Zones in our communities.
- H. Approve the bid from J-2 Contracting Company, Greeley, Colorado, in the amount not to exceed \$190,000 for the aggregate material crushing project.
- I. Approve the bid from Intermountain Sweeper, Denver, Colorado, in the amount of \$188,015, with a trade-in allowance of \$37,000, for a net amount of \$151,015, for a 2008 Tymco 600 Regenerative Air Sweeper.
- J. Approve two appointments of voting members to the Airport Advisory Committee: Dave Oldemeyer of 530 Lincoln Street, Fort Morgan, for a term expiring on January 1, 2009; and Alan M. Dahms, of Six Carrie Court, Fort Morgan, out-of-City member, for a term expiring on January 1, 2011.

All matters listed under the Consent Agenda, are considered to be routine business by the Council and will be enacted with a single motion and a single vote by roll call. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately.

PASSED, APPROVED AND ADOPTED this 16th day of September, 2008, the vote upon roll call being as follows: Ayes: Mayor Darnell; Councilmembers Deal, McAlister, Powers, Schafer and Simmons. Nays: none. Absent: Councilmember Shaver.

READING HOME GROWN HARVEST PROCLAMATION

Mayor Darnell read the Proclamation:

H O N O R A R Y P R O C L A M A T I O N

**Career Fair Morgan County
HOME GROWN HARVEST
October 7, 2008**

- WHEREAS, Widening access to the American dream has always been one of the foundations of our society; and
- WHEREAS Breaking down the barriers that keep people from following their dreams and reaching their goals is critically important in fulfilling the Promise to the youth in our high schools, and;
- WHEREAS The skills with which individuals enter the labor force will not necessarily be sufficient to take them through their working life. Continuous skills development and lifelong learning are essential in creating a skilled and flexible workforce, and;
- WHEREAS Education as to the career options available to the future workers in our community have challenges that must be addressed. The Workforce Center, Morgan Community College and several community agencies have united in developing and educating the youth of this community to plan and evaluate career options, and;
- WHEREAS It is imperative that students learning of many options and requirements for those careers be addressed. The Workforce Center, Morgan Community College and several community agencies and employers have united to educate such youth as possible to meet current and future labor needs by promoting this educational opportunity to the high school students of Morgan County and surrounding areas.
- WHEREAS Our Fort Morgan Workforce Center, the Department of Labor and Employment, the Education Consortium, the Eastern Region Youth Council, Morgan Community College, Morgan County Department of Human Services, Central

BOCES, Colorado Division of Vocational Rehabilitation, Morgan Community College ABLE, Small Business Development Corporation, Fort Morgan High School, and the Economic Development Corporation are aligned with educators, businesses and economic developers to ensure the state's competitive advantage and to fulfill the Colorado Promise.

NOW, THEREFORE, I, Jack Darnell, Mayor of the City of Fort Morgan, proclaim the 7th day of October in the year 2008 as the official day for

CAREER FAIR MORGAN COUNTY

in and for the City of Fort Morgan.

Dated this 16th day of September, 2008.

MAYOR OF THE CITY OF FORT MORGAN, COLORADO

/s/ Jack Darnell

ATTEST:

/s/ Andrea J. Strand, City Clerk

PUBLIC COMMENT / AUDIENCE PARTICIPATION

David Cawley, 728 Diana Street, introduced himself as the District Representative for ABATE and stated that the organization will hold their 6th Annual Toy Run For Kids on October 19, 2008, and will need the assistance from the Police Department for escort and street closures.

REPORTS

The following Directors provided written reports to Council:

City Manager Merrill
Police Chief Kuretich
Utility Director Dreessen
Utility Director Weimer
Community Service Director Shedd
Community Development Director Merrill
Human Resources and Risk Management Director Prentice
Treasurer Jones
Municipal Court
Fort Morgan Volunteer Fire Department

City Attorney Wells reported that the trial between The City of Fort Morgan and *The Fort Morgan Times* ended today with closing arguments and two days of testimony. He thanked the City Staff, City Council and the community. He stated that City Council takes their duties under the Charter seriously, and it has been their intent to set a high standard in their efforts to provide a full and fair evaluation to Appointed Officials. *The Fort Morgan Times* stated it would be impossible to recreate the individual Councilmembers' evaluations. The Judge ordered that Counsel for both parties file their Findings of Fact within 30 days and he would rule in 60 days. Attorney Wells complimented *The Fort Morgan Times* on their report of the trial.

Fire Chief Parker announced to Council that the new rural truck had been delivered to the Fire Department and he extended an invitation for them to see it.

BIDS, MEETINGS AND ANNOUNCEMENTS

Clerk Strand announced bids, meetings and the viewing of a recent recording of "Explore Colorado" which featured the Historic Scenic Byway and the Rainbow Bridge in Fort Morgan (Councilmember Sharol Lyn Deal on the speaking panel) and had recently aired on Denver television's Channel 9.

Mayor Darnell adjourned the September 16, 2008, regular meeting at 8:00 p.m.

Mayor

City Clerk