



Fort Lupton City Hall
130 S. McKinley Avenue
Fort Lupton, CO 80621
(303) 857-6694

AGENDA

**Fort Lupton Urban Renewal Authority
Regular Meeting
Tuesday, April 5, 2016
6:00 P.M.**

- 1. Call To Order – Roll Call**
- 2. Approval Of The Agenda**
- 3. Consent Agenda**
 - a. Approval of the Minutes of the March 15, 2016 Meeting
- 4. Public Comment**
- 5. New Business**
 - a. FLURA Attorney Engagement Agreement
 - b. Presentation: Urban Renewal 101
 - c. Presentation: Frederick Urban Renewal Authority
- 6. Old Business**
- 7. Staff Reports**
 - a. Executive Director
 - b. City Liaisons
- 8. Board Reports**
- 9. Adjournment**

**RECORD OF PROCEEDINGS
FORT LUPTON URBAN RENEWAL AUTHORITY
MARCH 15, 2016**

The Fort Lupton Urban Renewal Authority met at the City Complex, 130 South McKinley Avenue, the regular meeting place of the Board, on Tuesday, March 15, 2016. Chairperson Barbara Kirkmeyer called the meeting to order at 6:07 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

Roll call was handled by each member introducing themselves; Beth Block, Mark Grajeda, Timothy Hoskens, Barbara Kirkmeyer, Gary Montoya, Vincent Ornelas (Alternate), Eugene Reynolds, Carol Ruckel and Zoe Stieber. Also present were City Administrator Claud Hanes, Assistant City Administrator Aaron Herrera and Planner Alyssa Knutson.

APPROVAL OF AGENDA

It was moved by Carol Ruckel and seconded by Vincent Ornelas approving the agenda as presented. Motion carried unanimously.

CONSENT AGENDA

Approval of the Minutes of the February 16, 2016 Meeting The proposed minutes had an amendment; the amendment being the “the Fort Lupton Fire Department is currently working on improving the ISO rating”.

It was moved by Zoe Stieber and seconded by Mark Grajeda approving the Consent Agenda as amended. Motion carried unanimously.

PERSON TO ADDRESS THE AUTHORITY

No one signed up to address the Authority.

NEW BUSINESS

Bylaws and Mission Statement

At the February 16, 2016 meeting, the Authority reviewed the Bylaws for the Fort Lupton Urban Renewal Authority of the City of Fort Lupton, Colorado (City of Golden’s Version) and made amendments to this document. The recommended changes were adopted into the proposed version. The Authority reviewed the final version and made additional changes, there are as follows: Article I, Article II, Article III and Article IV were amended as described.

Article V, had additional clarification regarding the Secretary and Treasurer duties and who gives direction to these Officers. There was no change to Article VI.

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Article VII received additional clarification regarding the types of meetings. In subsection Special District Meetings, a statement of “at least annually” meeting needs to be added to the description.

Article VIII was accepted as presented. Article IX, Commitment to the Public; no changes. Ms. Kirkmeyer inquired about the City having their own regulations; it was stated the City has a document called the Council and Committee Code of Ethics.

Staff will work on the revision and then present the final product to the Authority. It was moved by Timothy Hoskens and seconded by Carol Ruckel approving the Bylaws of the Fort Lupton Urban Renewal Authority of the City of Fort Lupton, Colorado with the agreed changes. Motion carried unanimously.

FLURA Attorney Candidate Introduction

Malcom Murray, with Murray Dahl Kuechenmeister, provided information about himself, his knowledge and experience working with and for other urban renewal authorities.

He has worked on implementing a new authority, has worked with communities the size of Fort Lupton, understands the new changes and proposed changes via the Colorado Revised State Statute. He has worked with authorities who have redeveloped specific area. He understands “Greenfields” and the impact it has on authorities. The last item he discussed was his simple fee agreement and engagement letter.

It was moved by Carol Ruckel and seconded by Zoe Stieber to approve hiring Malcolm Murray with Murray Dahl Kuechenmeister as the FLURA attorney. Motion carried unanimously.

OLD BUSINESS

There was no Old Business to discuss.

STAFF REPORTS

Executive Director Claud Hanes informed the Authority that Bach, a local business, sold their building to Merritt Aluminum Truck Accessories. Merritt Aluminum is a division of Merritt Equipment, which will be employing 80-100 individuals. Merritt Aluminum’s industry will be constructing “Truck Bling”; tool boxes, hose rack, tire chain rack, etc. Mr. Hanes indicated at the last meeting that he had communicated with Dollar Tree, regarding 214 Denver Avenue and as of today no additional information has been received.

Wendy’s has submitted a sign application and is requesting a foundation permit. There has been no completion date determined.

Aaron Herrera no report.

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Alyssa Knutson inquired about which authority members would like to receive the FLURA packet via paper. Members informed Ms. Knutson their desires.

BOARD REPORTS

Beth Block indicated the School Board has not reviewed the proposed Intergovernmental Agreement. There have been a lot of changes within the District and hopefully the IGA will be reviewed soon.

Mark Grajeda made comment about the Fire Department request to receive a lump sum payment and would like staff to have the Town of Frederick staff come to the FLURA meeting to share what they have experienced working with other Special Districts.

Gene Reynolds would like to understand what revenues the Authority will be receiving prior to giving it “away”. He would like to see what is considered the base calculation and how the monies increase. Is there the possibility Weld County’s Assessor Chris Woodruff could come and inform the Authority how the taxing process works?

Chairperson Kirkmeyer, agreed with other member’s comments, on how it would be an asset for other urban renewal authorities to share their experiences with the Fort Lupton Urban Renewal Authority. Their experiences could include information about how economic development works into the equation. Ms. Kirkmeyer also asked staff to research other training possibilities, via CML, Downtown Colorado, Inc. and The Main Street program. AJ Greager, Town Administrator for Erie would be another source of information.

Zoe Stieber would like to receive the revenue spread sheet via email, this way she can sort the data. Ms. Stieber also inquired whether Downtown Colorado, Inc. has any webinars the Authority can look at.

There being no further business, the meeting adjourned at 7:00 p.m. The next FLURA meeting will be held on April 5th.

Respectfully submitted,

Nanette S. Fornof, City Clerk

Approved by Fort Lupton Urban Renewal Authority

Barbara Kirkmeyer, Chairperson

AM 2016-003

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN ATTORNEY ENGAGEMENT AGREEMENT WITH MALCOLM MURRAY PARTNER WITH MURRAY DAHL KUECHENMEISTER & RENAULD LLP FOR LEGAL SERVICES TO THE FORT LUPTON URBAN RENEWAL AUTHORITY

I. **Agenda Date:** *Board Meeting – April 5, 2016*

II. **Attachments:** *A. Attorney Engagement Agreement*

III. **Issue/Request:**

Mr. Paul Benedetti assisted the city in the creation of the Fort Lupton Urban Renewal Authority, but felt it necessary to step down. Staff interviewed multiple firms and recommended that the FLURA board consider Mr. Malcolm Murray to represent the board going forward. Mr. Murray has extensive knowledge in urban renewal affairs and should prove very helpful in the goals that the board has established.

IV. **Alternatives/Options:**

- 1. The Board may authorize execution of the agreement with Mr. Murray.*
- 2. The Board may choose not to approve execution of the agreement with Mr. Murray and continue to for a firm to represent them.*

V. **Financial Considerations:**

Funds have been collected to fund Mr. Murray's services.

VI. **Legal / Political Considerations:**

None

VII. **Staff Recommendation:**

Staff recommends authorizing the Executive Director signing the engagement agreement with Mr. Malcolm Murray for legal services to the Fort Lupton Urban Renewal Authority.

ATTORNEY ENGAGEMENT AGREEMENT

THIS ATTORNEY ENGAGEMENT AGREEMENT is a contract for legal services effective upon execution between **Murray Dahl Kuechenmeister & Renaud LLP** ("MDKR") and **Ft. Lupton Urban Renewal Authority** (the "Client").

FOR AND IN CONSIDERATION of the mutual promises and undertakings herein set forth the parties agree as follows:

1. Legal Services. MDKR agrees to act as General Counsel to the Client, including attending meetings, advising the Board of Commissioners and other duties as assigned.

MDKR will exert its best efforts on behalf of the Client and furnish the said services faithfully, with due diligence, and in accordance with the Colorado Rules of Professional Conduct. MDKR is acting as an independent contractor therefore the Client will not be responsible for FICA taxes, health or life insurance, vacation, or other employment benefits.

2. Staffing. Malcolm Murray is the designated Attorney for this engagement and may be assisted by other personnel at MDKR, as necessary, to complete the legal services contemplated by this Agreement.

3. Fees and Expenses. The Client will compensate MDKR for professional legal services provided by Malcolm Murray at the \$250 per hour. Expenses such as photo copying will be charged at the rates set forth on the attached **Schedule of Costs**. Current rates may be changed upon the express approval of both parties, in advance. MDKR will issue a detailed, itemized invoice each month, and the Client will pay each invoice within 30 days after receipt.

4. Termination. This Agreement may be terminated by either party upon notice in writing to the other. If MDKR terminates this Agreement it will do so in such a manner as not to jeopardize the interests of the Client's matters then pending and will give the Client reasonable opportunity to secure other legal counsel.

5. File Retention and Destruction. MDKR will retain files received from and developed in handling the Client's matter for seven (7) years following the conclusion of the matter. MDKR will then give the Client the opportunity to receive the files, and if declined, MDKR will dispose of them in a proper manner.

IN WITNESS WHEREOF the parties have set their hands and seals effective as of the day and year first above written.

MURRAY DAHL KUECHENMEISTER

**FT. LUPTON URBAN RENEWAL
AUTHORITY**

& RENAUD, LLC

By: _____
Malcolm M. Murray
Partner

By: _____
Executive Director

Date: _____

Date: _____

Schedule of Costs

1. **Long Distance Telephone Charges:** There is no charge for long distance calls.
2. **Faxes:** There is no charge for faxes received or for faxes sent within the local calling area. For faxes sent outside of the local calling area, the client is charged for the long distance telephone connection.
3. **Copying and Scanning:** Document scanning and copying charges are \$.10 per page for services performed within the Firm. Copying, collating, binding, and scanning performed outside the Firm shall be charged at actual cost. The decision to use outside scanning, copying, collating and binding services shall be made on a case-by-case basis as the circumstances require.
4. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
5. **Legal Research:** The charge to the Client includes the usage amount billed directly to the Firm from its on-line legal research provider in relation to the Client's case.
6. **Mileage:** Mileage is charged at a rate consistent with the guidelines published by the IRS.
7. **Other Costs:** Other third party costs will be billed to clients at the same rate the Firm is billed for the third party services.

MURRAY DAHL KUECHENMEISTER & RENAUD LLP
PRIVACY POLICY NOTICE

Attorneys, like other professionals, who advise on certain personal matters, are required by federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, please understand that your privacy is important to us and we will always protect your right to privacy. Maintaining your trust and confidence is a high priority to this law firm. The purpose of this notice is to comply with the law by explaining our privacy policy with respect to your personal information.

NONPUBLIC PERSONAL INFORMATION WE COLLECT:

In the course of providing our clients with legal services, we collect personal information about our clients that is not available to the public and which is provided to us by our clients or obtained by us with their authorization or consent.

PRIVACY POLICY:

As a client of Murray Dahl Kuechenmeister & Renaud LLP, rest assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

CONFIDENTIALITY AND SECURITY:

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.