



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, November 1, 2022
6:00 PM
130 South McKinley Avenue

Zo Hubbard, Mayor
Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3
David Crespín, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

You may join in person or join remotely by clicking on:
<https://global.gotomeeting.com/join/851983253>

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

Approval of Agenda

Review of Accounts Payables

a. November 1, 2022 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. October 15, 2022 Special Meeting Minutes

b. October 18, 2022 Meeting Minutes

c. AM 2022-149 Approving a Resolution to Appoint Louis A. Gresh as the Municipal Judge for the City of Fort Lupton and Approving the Service Agreement

d. AM 2022-150 Approving a Resolution to Appoint Ausmus Law Firm, P.C. as the City Attorney for the City of Fort Lupton and Approving the Service Agreement

e. AM 2022-151 Approving a Resolution to Appoint Willard B. Hardesty as the Associate Municipal Judge for the City of Fort Lupton and Approving the Service Agreement

f. AM 2022-152 Approving a Resolution to Appoint Maricela Peña as the City Clerk for the City of Fort Lupton

g. AM 2022-153 Approving a Resolution to Appoint Christopher Cross as the City Administrator for the City of Fort Lupton

h. AM 2022-161 Approving a Resolution Ratifying the Appointment of Certain Nominees to the Board of Trustees of the High Plains Library District

Action Memorandum

a. AM 2022-165 Adopting an Ordinance Approving a Loan from the Colorado Water Resources and Power Development Authority ("CWRPDA") in the Aggregate Principal Amount not to Exceed \$25,000,000 Payable from the Wastewater Revenue; Authorizing the Form and Execution of the Loan Agreement and Governmental Agency

Bond to Evidence Such Loan; Authorizing the Construction of a Project; Prescribing other Details in Connection and Declaring an Emergency on Second and Final Reading

- b. AM 2022-158 Approving an Ordinance Amending Section 10-1.4 of the Municipal Code to Establish a Diversion/Probation Service Fee to be Collected and Utilized by the Fort Lupton Municipal Court for the Purposes of Such Programs
- c. AM 2022-159 Purchase of Two (2) Full Matrix Message Boards from Holland Signs, Inc. for an Amount not to Exceed \$37,850.00 From the General Fund
- d. AM 2022-160 Purchase Three (3) Speed Alert Traffic Signs from All Traffic Solutions Inc. for an Amount not to Exceed \$21,469.00 From The General Fund

Public Hearings - Public Hearings allow members of the audience to present comments and questions to the City Council on the item being presented. Comments and questions may be limited to three (3) minutes- Mayor Stieber

- a. Memo to Request Continuance of the Public Hearing for the Family Dollar Stores of Colorado, LLC dba Family Dollar #25949 for a Fermented Malt Beverage ("FMB") Off-Premise License to December 6, 2022
- b. AM 2022-162 Approving a Resolution Accepting the Coyote Creek PUD Filing No. 5 Preliminary Plat
- c. AM 2022-163 Adopt Ordinance Annexing Land, Known as the High Pointe Hills Annexation, and Legally Described in Exhibit "A" to the Proposed Ordinance, and Approving the Annexation Agreement
- d. AM 2022-164 Adopt an Ordinance to Initially Zone Land Legally Described in Exhibit "A" of the Proposed Ordinance, Known as The High Pointe Hills Initial Zoning, to the 'A' Agricultural Zone District

Information Memorandum

- a. IM 2022-017 Update to the Letter of Intent with Todd Creek Village Metropolitan District ("Todd Creek") Regarding the Wastewater Collection Service Area Agreement
- b. IM 2022-018 Discussion of the High Pointe Hills Concept Plan

Staff Reports

Mayor/Council Reports

Future City Events

- a. November 1, 2022 Upcoming Events

Adjourn

Check Report

By Check Number

City of Fort Lupton

Date Range: 10/19/2022 - 11/01/2022

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: Golf Course-Golf Course							
003151	A-1 BASE, INC		10/25/2022	Regular	0.00	277.93	85489
4060458-IN	Invoice	10/17/2022	GOLF-MOTOR GENERATOR-MAINT		0.00	277.93	
000024	ACE HARDWARE OF FORT LUPTON		10/25/2022	Regular	0.00	21.90	85490
96118	Invoice	10/06/2022	GOLF-INSERTS-MAINT		0.00	21.90	
000160	BREAKTHRU BEVERAGE COLORADO		10/25/2022	Regular	0.00	587.70	85491
346069855	Invoice	10/13/2022	GOLF-BEVERAGES-PRO SHOP		0.00	587.70	
000239	CITY OF FORT LUPTON		10/25/2022	Regular	0.00	1,701.84	85492
FIN2022295	Invoice	10/12/2022	GOLF-PINNACOL INV 21025625 PMT 9 OF 9		0.00	1,492.27	
FIN2022299	Invoice	10/19/2022	GOLF-STANDARD INS LTD,LIFE & AD&D OCT...		0.00	201.05	
FIN2022301	Invoice	10/19/2022	GOLF-EAP FOR OCT22		0.00	4.32	
FIN2022302	Invoice	10/19/2022	GOLF-EAP FOR NOV22		0.00	4.20	
000307	COMCAST CABLE COMM, LLC		10/25/2022	Regular	0.00	244.31	85493
0120790 OCT22	Invoice	10/06/2022	GOLF-INTERNET/PHONE OCT22		0.00	244.31	
002723	EAGLE ROCK COMPANY OF COLO		10/25/2022	Regular	0.00	117.90	85494
10138565	Invoice	10/17/2022	GOLF-BEVERAGES-PRO SHOP		0.00	117.90	
000487	FORT LUPTON PACK & SHIP		10/25/2022	Regular	0.00	162.83	85495
68737	Invoice	10/12/2022	GOLF-SHIPPING FEES-PRO SHOP		0.00	162.83	
000536	GOLF AND SPORT SOLUTIONS LLC		10/25/2022	Regular	0.00	1,109.33	85496
42130	Invoice	10/03/2022	GOLF-SAND-MAINT		0.00	1,109.33	
000567	HIGH COUNTRY BEVERAGE CORP		10/25/2022	Regular	0.00	573.60	85497
W-6342740	Invoice	10/17/2022	GOLF-BEVERAGES-PRO SHOP		0.00	573.60	
000736	LOCKETT REFRIGERATION, LLC		10/25/2022	Regular	0.00	384.42	85498
06600	Invoice	10/14/2022	GOLF-COOLER REPAIR-PRO SHOP		0.00	384.42	
000768	MASEK GOLF CAR OF COLORADO		10/25/2022	Regular	0.00	19.88	85499
01-77000	Invoice	10/14/2022	GOLF-CART REPAIRS-PRO SHOP		0.00	19.88	
000795	MILE HIGH TURFGRASS, LLC		10/25/2022	Regular	0.00	1,000.00	85509
9490	Invoice	10/01/2022	GOLF-WATER INFUSION-MAINT		0.00	1,000.00	
000933	R&R PRODUCTS INC		10/25/2022	Regular	0.00	360.90	85510
CD2727658	Invoice	10/12/2022	GOLF-GEAR MOTOR-MAINT		0.00	360.90	
000944	REPUBLIC NATIONAL DISTRIBUTING CO LLC		10/25/2022	Regular	0.00	475.00	85511
6748664	Invoice	09/01/2022	GOLF-BEVERAGES-PRO SHOP		0.00	101.50	
6748665	Invoice	09/01/2022	GOLF-BEVERAGES-PRO SHOP		0.00	74.90	
6802680	Invoice	10/12/2022	GOLF-BEVERAGES-PRO SHOP		0.00	298.60	
000999	SHAMROCK FOODS COMPANY		10/25/2022	Regular	0.00	1,671.74	85512
26558967	Invoice	10/13/2022	GOLF-FOOD/PACKAGING-PRO SHOP		0.00	1,671.74	
001022	SOUTHERN GLAZER'S OF CO		10/25/2022	Regular	0.00	441.11	85513
2934134	Invoice	10/12/2022	GOLF-BEVERAGES-PRO SHOP		0.00	441.11	
001026	SPECIALTY CIGARS, LLC		10/25/2022	Regular	0.00	114.12	85514
US16-26646367	Invoice	10/12/2022	GOLF-CIGARS-PRO SHOP		0.00	114.12	
001052	SWIRE COCA-COLA, USA		10/25/2022	Regular	0.00	261.45	85515
27342200386	Invoice	10/14/2022	GOLF-BEVERAGES-PRO SHOP		0.00	261.45	

Check Report

Date Range: 10/19/2022 - 11/01/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
001530	TARGET SPECIALTY PRODUCTS	10/25/2022	Regular	0.00	1,364.82	85516
INVP500956064	Invoice	10/14/2022	GOLF-CHEMICALS-MAINT	0.00	196.02	
INVP500958945	Invoice	10/18/2022	GOLF-CHEMICALS-MAINT	0.00	1,168.80	
002812	THE HUNTINGTON NATIONAL BANK	10/25/2022	Regular	0.00	10,678.08	85517
7920444	Invoice	09/16/2022	GOLF-TORO TURF PACKAGE-MAINT	0.00	10,678.08	
001963	WASTE CONNECTIONS OF COLO, INC	10/25/2022	Regular	0.00	410.06	85518
6584201V311	Invoice	10/17/2022	GOLF-NOV22 TRASH SERVICE-PRO SHOP	0.00	242.34	
6584202V311	Invoice	10/17/2022	GOLF-NOV22 TRASH SERVICE-MAINT	0.00	167.72	
001225	YAMAHA MOTOR CORP	10/25/2022	Regular	0.00	10,798.08	85519
784736	Invoice	09/01/2022	GOLF-CART LEASE-PRO SHOP	0.00	10,798.08	
000044	AGFINITY INC	11/01/2022	Regular	0.00	3,482.94	85520
I67238	Invoice	10/24/2022	GOLF-FUEL-MAINT	0.00	2,086.72	
I67239	Invoice	10/24/2022	GOLF-FUEL-MAINT	0.00	1,396.22	
002853	BUCKEYE CLEANING CENTER	11/01/2022	Regular	0.00	154.88	85521
90453590	Invoice	10/20/2022	GOLF-JANITORIAL SUPPLIES-PRO SHOP	0.00	154.88	
000239	CITY OF FORT LUPTON	11/01/2022	Regular	0.00	1,331.75	85522
FIN2022310	Invoice	10/25/2022	Golf ComData Purchases	0.00	1,152.07	
FIN2022311	Invoice	10/25/2022	GOLF-STANDARD INV FOR SEP22 LTD,LIFE & ...	0.00	179.68	
000487	FORT LUPTON PACK & SHIP	11/01/2022	Regular	0.00	86.09	85523
68839	Invoice	10/17/2022	GOLF-SHIPPING CHARGES-PRO SHOP	0.00	86.09	
000567	HIGH COUNTRY BEVERAGE CORP	11/01/2022	Regular	0.00	175.50	85524
W-6348972	Invoice	10/24/2022	GOLF-BEVERAGES-PRO SHOP	0.00	175.50	
000735	LL JOHNSON DISTRIBUTING	11/01/2022	Regular	0.00	97.42	85525
1146939-00	Invoice	10/06/2022	GOLF-INSERT TEE-MAINT	0.00	97.42	
000999	SHAMROCK FOODS COMPANY	11/01/2022	Regular	0.00	1,641.93	85526
26573911	Invoice	10/19/2022	GOLF-FOOD/PACKAGING-PRO SHOP	0.00	799.76	
26578928	Invoice	10/20/2022	GOLF-FOOD/PACKAGING-PRO SHOP	0.00	842.17	
001022	SOUTHERN GLAZER'S OF CO	11/01/2022	Regular	0.00	175.00	85527
2939917	Invoice	10/19/2022	GOLF-BEVERAGES-PRO SHOP	0.00	175.00	
001105	TOSHIBA FINANCIAL SERVICES	11/01/2022	Regular	0.00	236.91	85528
484957832	Invoice	10/17/2022	GOLF-COPIER LEASE-PRO SHOP	0.00	236.91	
001207	WESTERN DISTRIBUTING INC	11/01/2022	Regular	0.00	56.08	85529
715939	Invoice	10/21/2022	GOLF-BEVERAGES-PRO SHOP	0.00	56.08	
001224	XCEL ENERGY-GAS	11/01/2022	Regular	0.00	293.47	85530
800691156	Invoice	10/18/2022	GOLF-GAS SERVICE 9/16-10/18/22-PRO SHOP	0.00	293.47	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	43	33	0.00	40,508.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	43	33	0.00	40,508.97

Check Report

Date Range: 10/19/2022 - 11/01/2022

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	10/25/2022	Regular	0.00	69.83	72477
150879	Invoice	09/06/2022	CEM-MOWER REPAIR	0.00	69.83	
002876	AUGUST SCHELL ENTERPRISES, INC.	10/25/2022	Regular	0.00	1,777.00	72478
IN2022-1420	Invoice	10/19/2022	SPLUNK RENEWAL	0.00	1,777.00	
000108	AUSMUS LAW FIRM PC	10/25/2022	Regular	0.00	15,915.00	72479
7792	Invoice	10/04/2022	GF-PROSECUTION SRVC-COURT	0.00	1,200.00	
7798	Invoice	10/04/2022	GF-AUG-OCT CITY ATTORNEY SRVC-LEGAL	0.00	14,715.00	
000167	BRIGHTON FORD INC	10/25/2022	Regular	0.00	350.00	72480
339722	Invoice	09/22/2022	GF-2019 FORD #22 REPAIR-STREETS	0.00	350.00	
002122	BURNS & MCDONNELL ENGINEERING CO INC	10/25/2022	Regular	0.00	323,965.57	72481
139581-9	Invoice	10/11/2022	UF-Left Station & Metro Line Design-WWTP	0.00	323,965.57	
000211	CH2M	10/25/2022	Regular	0.00	37,630.64	72482
D3410906-01	Invoice	10/11/2022	UF- Expansion Project Design -WTP	0.00	37,630.64	
000216	CHAMBER OF COMMERCE	10/25/2022	Regular	0.00	75.00	72483
101322	Invoice	10/13/2022	GF-OCTOBER LUNCHEON	0.00	75.00	
000232	CIRSA	10/25/2022	Regular	0.00	1,518.00	72484
221788	Invoice	10/12/2022	GF-PC6017192-1/PC6017675-1 DEDUCTIBLE...	0.00	1,518.00	
000242	CIVICPLUS	10/25/2022	Regular	0.00	11,192.03	72485
240227	Invoice	10/01/2022	Web Site Redesign	0.00	11,192.03	
000247	CLIFTONLARSONALLEN LLP	10/25/2022	Regular	0.00	2,194.50	72486
3439237	Invoice	10/14/2022	GF-GAXB87 Implementation Services-Finance	0.00	2,194.50	
002651	COLORADO COMMUNITY MEDIA	10/25/2022	Regular	0.00	359.28	72487
68943	Invoice	10/14/2022	GF-PUBLIC NOTICE	0.00	359.28	
000306	COMCAST BUSINESS	10/25/2022	Regular	0.00	2,205.30	72488
156153649	Invoice	10/01/2022	GF-OCT22 INTERNET SERVICE	0.00	2,205.30	
003123	COMMUNITY CORRECTIONS CSP INC	10/25/2022	Regular	0.00	60.00	72489
101722	Invoice	10/17/2022	GF-DAVIDSON LEE #119847	0.00	60.00	
000340	CUMMINS ROCKY MOUNTAIN LLC	10/25/2022	Regular	0.00	616.64	72490
42-70397	Invoice	10/11/2022	GF-GENERATOR START UP-FAC	0.00	616.64	
003148	ENDURING IMAGES, INC	10/25/2022	Regular	0.00	391.55	72491
37284GS	Invoice	09/28/2022	GF-SPONSOR PLAQUES-COM EVENTS	0.00	391.55	
002222	GREELEY LOCK & KEY	10/25/2022	Regular	0.00	17,030.67	72492
0000016289	Invoice	09/29/2022	New Storefront hardware and securioty syst...	0.00	16,934.87	
0000019025	Invoice	10/14/2022	GF-ANNUAL DATA PLAN-FAC	0.00	95.80	
001930	HUMANA HEALTH PLAN INC	10/25/2022	Regular	0.00	90,490.06	72493
379450855	Invoice	11/01/2022	GF-NOV22 HEALTH INS-HR	0.00	90,490.06	
000691	KONE INC	10/25/2022	Regular	0.00	140.80	72494
962334922	Invoice	09/30/2022	REC-ELEVATOR MAINTENANCE	0.00	140.80	
003074	LAW OFFICE OF MARY MCWILLIAMS, PC	10/25/2022	Regular	0.00	344.96	72495
3073	Invoice	10/17/2022	GF-DEFENSE ATTORNEY SRVC-COURT	0.00	156.48	
3074	Invoice	10/17/2022	GF-DEFENSE ATTORNEY SRVC-COURT	0.00	148.48	
3075	Invoice	10/17/2022	GF-DEFENSE ATTORNEY SRVC-COURT	0.00	40.00	
003149	LEADING EDGE ELECTRIC, LLC	10/25/2022	Regular	0.00	1,115.00	72496
5713	Invoice	10/14/2022	GF-OUTLET INSTALL-PD	0.00	1,115.00	
002088	LOGMEIN USA INC	10/25/2022	Regular	0.00	2,304.00	72497

Check Report

Date Range: 10/19/2022 - 11/01/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1208701852	Invoice	09/01/2022	GoToMeeting Annual Renewal	0.00	2,304.00	
003102	MERIDIAN ROOFING & EXTERIOR LLC	10/25/2022	Regular	0.00	8,285.00	72498
101422	Invoice	10/14/2022	CPR-DRYWALL REPAIR-COM CTR	0.00	8,285.00	
000862	O'REILLY AUTO PARTS	10/25/2022	Regular	0.00	238.01	72499
4489-400513	Invoice	09/01/2022	GF-LIGHT-STREETS	0.00	14.28	
4489-406317	Invoice	09/16/2022	UF-FITTING-W LINES	0.00	1.98	
4489-407529	Invoice	09/21/2022	GF-SNOW PLOW MAINTENANCE-STREETS	0.00	156.69	
4489-408777	Invoice	09/26/2022	CEM-MOWER REPAIR	0.00	30.48	
4489-410827	Invoice	10/05/2022	GF-SNOW PLOW MAINTENANCE-STREETS	0.00	34.58	
003044	PEAK FORM, LLC	10/25/2022	Regular	0.00	415.00	72500
113K25213	Invoice	09/01/2022	GF-EMPLOYMENT SCREENS-HR	0.00	415.00	
000901	PLAINS EAST MECHANICAL SERVICES LLC	10/25/2022	Regular	0.00	1,630.06	72501
3547-1137	Invoice	10/07/2022	GF-PEARSON PARK LEAK REPAIR-PARKS	0.00	1,124.53	
3548-1138	Invoice	10/07/2022	GF-AC REPAIR-FAC	0.00	505.53	
000935	RAQUEL FERSZT	10/25/2022	Regular	0.00	410.00	72502
397659	Invoice	10/04/2022	GF-TRANSLATOR SERVICE-COURT	0.00	410.00	
003150	REDI SERVICES, LLC	10/25/2022	Regular	0.00	360.00	72503
0000015697	Invoice	09/30/2022	GF-PORTABLE RESTROOM SET-PARKS	0.00	95.00	
0000015698	Invoice	09/30/2022	GF-PORTABLE RESTROOM SET-PARKS	0.00	35.00	
0000015699	Invoice	09/30/2022	CEM-PORTABLE RESTROOM SET	0.00	65.00	
0000015700	Invoice	09/30/2022	CPR-PORTABLE RESTROOM SET-COM CTR	0.00	95.00	
0000015701	Invoice	09/30/2022	GF-PORTABLE RESTROOM SET-PARKS	0.00	35.00	
0000015702	Invoice	09/30/2022	GF-PORTABLE RESTROOM SET-PARKS	0.00	35.00	
002967	SYNERGETIC STAFFING LLC	10/25/2022	Regular	0.00	1,029.20	72504
21011079	Invoice	10/18/2022	GF-A.ROMERO TEMP LABOR-PARKS	0.00	1,029.20	
001105	TOSHIBA FINANCIAL SERVICES	10/25/2022	Regular	0.00	2,396.86	72505
484629365	Invoice	10/09/2022	Copier Lease	0.00	2,396.86	
001138	UNITED POWER	10/25/2022	Regular	0.00	200.00	72506
101422	Invoice	10/14/2022	GF-REFUND R00120143 4/14/22-EVENTS	0.00	200.00	
001153	VALLEY FIRE EXTINGUISHER	10/25/2022	Regular	0.00	931.00	72507
152340	Invoice	09/01/2022	GF-EXTINGUISHER MAINTENANCE-STREETS	0.00	931.00	
001963	WASTE CONNECTIONS OF COLO, INC	10/25/2022	Regular	0.00	253.82	72508
6584792V311	Invoice	10/17/2022	GF-NOV22 TRASH SERVICE-PARKS	0.00	137.86	
6585235V311	Invoice	10/17/2022	CEM-NOV22 TRASH SERVICE	0.00	115.96	
001301	AAA AUTO PARTS INC	11/01/2022	Regular	0.00	52.49	72509
154764	Invoice	10/20/2022	GF-ALUM STEP-PARKS	0.00	52.49	
000031	ADAMSON POLICE PRODUCTS	11/01/2022	Regular	0.00	3,488.00	72510
INV385247	Invoice	10/01/2022	GF-UNIFORMS-PD	0.00	162.00	
INV385337	Invoice	10/04/2022	GF-UNIFORMS-PD	0.00	81.00	
INV385352	Invoice	10/04/2022	GF-UNIFORMS-PD	0.00	35.95	
INV385441	Invoice	10/05/2022	GF-UNIFORMS-PD	0.00	1,012.00	
INV385444	Invoice	10/05/2022	GF-UNIFORMS-PD	0.00	1,012.00	
INV385499	Invoice	10/06/2022	GF-UNIFORMS-PD	0.00	12.94	
INV385602	Invoice	10/07/2022	GF-UNIFORMS-PD	0.00	160.11	
INV385743	Invoice	10/11/2022	GF-UNIFORMS-PD	0.00	1,012.00	
000040	AFLAC	11/01/2022	Regular	0.00	2,307.82	72511
262850	Invoice	11/01/2022	GF-SUPPLEMENTAL INSURANCE NOV22	0.00	2,307.82	
000047	AIMS COMMUNITY COLLEGE	11/01/2022	Regular	0.00	420.00	72512
100722	Invoice	10/07/2022	GF-K. LINES CPR CLASSES-PD	0.00	420.00	

Check Report

Date Range: 10/19/2022 - 11/01/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
001293	AMAZON.COM	11/01/2022	Regular	0.00	1,334.80	72513
1FH1-KLKN-6171	Invoice	10/01/2022	GF-CAMERA LENS KIT/BATTERY-PD	0.00	1,334.80	
003152	ANGELICA JAUREGUI	11/01/2022	Regular	0.00	55.00	72514
2007051	Invoice	10/14/2022	REC-BASKETBALL REFUND	0.00	55.00	
002835	BRANDING BY BRE	11/01/2022	Regular	0.00	2,750.00	72515
1149	Invoice	11/01/2022	GF-SOCIAL MEDIA MANAGEMENT-CITY ADM	0.00	2,750.00	
002501	BRIANNE GLOVER	11/01/2022	Regular	0.00	200.00	72516
102022	Invoice	10/20/2022	GF-PUMPKINFEST PHOTOS-COM EVENTS	0.00	200.00	
000239	CITY OF FORT LUPTON	11/01/2022	Regular	0.00	266.00	72517
102522	Invoice	10/25/2022	GF-REIMBURSE VICTIMS COMP FUND 13417...	0.00	266.00	
000267	COLONIAL LIFE	11/01/2022	Regular	0.00	105.96	72518
78168201101379	Invoice	11/01/2022	GF-SUPPLEMENTAL INSURANCE NOV21	0.00	105.96	
000306	COMCAST BUSINESS	11/01/2022	Regular	0.00	2,359.82	72519
157242710	Invoice	10/15/2022	Comcast Phones	0.00	2,359.82	
000307	COMCAST CABLE COMM, LLC	11/01/2022	Regular	0.00	220.05	72520
0164533 NOV22	Invoice	10/13/2022	GF-NOV22 INTERNET/CABLE-PW SHOP	0.00	220.05	
001517	CORE&MAIN LP	11/01/2022	Regular	0.00	1,975.75	72521
R752040	Invoice	10/12/2022	UF-WATER LINE REPAIR-W LINES	0.00	1,975.75	
003004	DP GUARDIAN INC	11/01/2022	Regular	0.00	154,173.50	72522
24819	Invoice	10/01/2022	GF- ELECTRICAL IT CENTER-IT	0.00	60,500.00	
24821	Invoice	10/01/2022	GF- DATA CENTER IT	0.00	38,433.00	
24895	Invoice	10/25/2022	GF- DATA CENTER IT	0.00	55,240.50	
003148	ENDURING IMAGES, INC	11/01/2022	Regular	0.00	195.77	72523
37284GS-1	Invoice	10/01/2022	GF-SPONSER AWARDS-EVENTS	0.00	195.77	
002568	FORT LUPTON CAR WASH	11/01/2022	Regular	0.00	352.75	72524
408	Invoice	10/01/2022	GF-CAR WASHES-PD	0.00	352.75	
001919	FUREVERDOG RESCUE AND BOARDING	11/01/2022	Regular	0.00	120.00	72525
101122	Invoice	10/11/2022	GF-BOARDING FEES-CODE	0.00	120.00	
003153	GILBERT CONTRACTING	11/01/2022	Regular	0.00	75.00	72526
102022	Invoice	10/20/2022	GF-CONTRACTOR LICENSE REFUND-MISC	0.00	75.00	
002898	INNOVATIVE MECHANICAL SOLUTIONS	11/01/2022	Regular	0.00	65,717.00	72527
22-215	Invoice	10/20/2022	REC-Aquatics Area HVAC Replacment-Rec	0.00	65,717.00	
000616	J & T CONSULTING INC	11/01/2022	Regular	0.00	5,087.50	72528
2714	Invoice	10/20/2022	UF-2022 Decree Accounting	0.00	5,087.50	
000714	LEGACY SCHOOL OF DANCE LLC	11/01/2022	Regular	0.00	1,106.00	72529
101422	Invoice	10/14/2022	REC-OCT22 DANCE LESSONS	0.00	1,106.00	
001292	LIFE STORIES CHILD & FAMILY ADVOCACY	11/01/2022	Regular	0.00	375.00	72530
11-740	Invoice	10/10/2022	GF-3RD QTR BILLING JUL-SEP22-PD	0.00	375.00	
000809	MOTION PICTURE LICENSE CORP	11/01/2022	Regular	0.00	677.41	72531
504410241	Invoice	10/05/2022	REC-ANNUAL LICENSE RENEWAL	0.00	677.41	
000865	OFFICE DEPOT	11/01/2022	Regular	0.00	629.64	72532
266817169001	Invoice	10/01/2022	GF-STAPLER-CITY CL	0.00	19.04	
266817179001	Invoice	10/01/2022	GF-PAPER-CITY CL	0.00	45.17	
266817181001	Invoice	10/01/2022	GF-DISHWAND-ADMIN	0.00	12.87	
270568194001	Invoice	10/01/2022	GF-DESK LAMPS-FINANCE	0.00	509.94	
270568644001	Invoice	10/01/2022	GF-TAPE-FINANCE	0.00	42.62	

Check Report

Date Range: 10/19/2022 - 11/01/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
001943	PINNACOL ASSURANCE	11/01/2022	Regular	0.00	1,134.64	72533
21059236	Invoice	11/01/2022	GF-WORKERS COMP INS DEDUCTIBLE	0.00	1,134.64	
003155	SHIRTS BY CHA LLC	11/01/2022	Regular	0.00	285.00	72534
1946	Invoice	10/12/2022	REC-FITNESS CHALLENGE TOWELS	0.00	195.00	
1948	Invoice	10/20/2022	GF-VETERANS DAY BANNERS-EVENTS	0.00	90.00	
001035	STANDARD INSURANCE CO.	11/01/2022	Regular	0.00	5,586.42	72535
00 759761 0001 N...	Invoice	11/01/2022	LI, AD&D, LTD, STD Ins Prem	0.00	5,586.42	
002694	SYMMETRY ENERGY SOLUTIONS LLC	11/01/2022	Regular	0.00	2,168.34	72536
15318514	Invoice	10/25/2022	REC-NATURAL GAS SERVICE SEP22	0.00	2,168.34	
002967	SYNERGETIC STAFFING LLC	11/01/2022	Regular	0.00	1,029.20	72537
21011089	Invoice	10/25/2022	GF-A.ROMERO TEMP LABOR-PARKS	0.00	1,029.20	
001101	TODD HODGES DESIGN, LLC	11/01/2022	Regular	0.00	10,198.75	72538
3468	Invoice	10/24/2022	GF-PLANNING SRVCS 10/10-10/23/22-PLAN...	0.00	10,198.75	
001894	UMB BANK, N.A.	11/01/2022	Regular	0.00	400.00	72539
931868	Invoice	10/14/2022	UF-LOAN COST 2017 BOND-WATER	0.00	400.00	
001224	XCEL ENERGY-GAS	11/01/2022	Regular	0.00	193.99	72540
801360791	Invoice	10/24/2022	GF-CITY HALL & GENERATOR 9/16-10/18-FAC	0.00	193.99	
000119	BANK OF COLORADO	10/21/2022	Bank Draft	0.00	6,282.04	DFT0002049
INV0001269	Invoice	10/21/2022	HSA DISTRIBUTION	0.00	6,282.04	
000119	BANK OF COLORADO	10/21/2022	Bank Draft	0.00	675.83	DFT0002050
INV0001270	Invoice	10/21/2022	HSA DISTRIBUTION	0.00	675.83	
001416	VALIC_1	10/21/2022	Bank Draft	0.00	35,726.62	DFT0002051
INV0001271	Invoice	10/21/2022	VALIC - 457(b) \$ Contributions	0.00	35,726.62	
001265	IRS	10/21/2022	Bank Draft	0.00	58,758.09	DFT0002052
INV0001272	Invoice	10/21/2022	Federal Withholding	0.00	58,758.09	
001418	CO DEPARTMENT OF REVENUE	10/21/2022	Bank Draft	0.00	11,006.00	DFT0002053
INV0001273	Invoice	10/21/2022	CO Withholding	0.00	11,006.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	93	64	0.00	790,936.38
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	112,448.58
EFT's	0	0	0.00	0.00
	98	69	0.00	903,384.96

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	136	97	0.00	831,445.35
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	112,448.58
EFT's	0	0	0.00	0.00
	141	102	0.00	943,893.93

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	10/2022	32,777.00
600	GOLF ENTERPRISE FUND	11/2022	7,731.97
999	POOLED CASH/CONSOLIDATED CASH	10/2022	638,343.36
999	POOLED CASH/CONSOLIDATED CASH	11/2022	265,041.60
			943,893.93

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 15, 2022**

The City Council of the City of Fort Lupton met in special session at City Hall, 130 South McKinley, on Saturday, October 15, 2022. Mayor Zo Hubbard called the meeting to order at 9:00 a.m.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were Mayor Zo Hubbard, Councilmembers, Bruce Fitzgerald, Claud Hanes, Valerie Blackston, David Crespín and Carlos Barron. Councilmember Chris Ceretto joined the meeting at 9:09 a.m. Councilmember Carlos Barron left the meeting at 10:45 a.m.

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, Finance Director, Leann Perino, Finance Department Staff, Kris Kindle, Jessica Dominguez and Cassie Campbell, Human Resources Director, Laura Howe, Recreation Center Director, Monty Schuman, Golf Course Manager, Tyler Tarpley, Library Director, Thomas Samblanet and Public Works Director, Roy Vestal.

The following staff participated remotely, through GoTo: IT Director, Travis Aksamitowski, Planning Director, Todd Hodges and GIS Specialist, Jake Freier.

PRESENTATION OF THE 2023 PRELIMINARY BUDGET

Leann Perino, Finance Director, led the discussion regarding the proposed 2023 Preliminary Budget. Each department presented their 2023 budget requests. The Council then made recommendation to either accept the request, amend the request or deny the request.

ADJOURNMENT

It was the consensus of Council to adjourn the Special Meeting at 2:40 p.m.

Motion carried on voice vote.

Respectfully submitted.

Maricela Peña, City Clerk

Approved by City Council

Zo Hubbard, Mayor

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 18, 2022**

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, October 18, 2022. Mayor Zo Hubbard called the meeting to order at 6:00 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 Hubbard, Councilmembers, Chris Ceretto, Bruce Fitzgerald, Claud Hanes, Valerie Blackston, David Crespín and Carlos Barron.

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

PERSONS TO ADDRESS COUNCIL

There was no one to address the Council.

APPROVAL OF AGENDA

It was moved by David Crespín and seconded by Bruce Fitzgerald to approve the agenda as presented. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the October 18, 2022, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Carlos Barron and seconded by Valerie Blackston to approve the Consent Agenda as presented with the following items:

- October 4, 2022 City Council Meeting Minutes
- October 11, 2022 City Council Special Meeting Minutes
- Approving Resolution 2022R064 APPOINTING EMMA THIRIA AS A PROFESSIONAL MEMBER OF THE HISTORIC PRESERVATION BOARD FOR A THREE-YEAR TERM TO EXPIRE OCTOBER 18, 2025. (AM 2022-154)

Motion passed unanimously on roll call vote.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 18, 2022**

PUBLIC HEARING

AM 2022-155 Consideration of an Application, by the Fort Lupton City Council acting as the Local Licensing Authority, Submitted by Family Dollar Stores of Colorado, LLC dba Family Dollar #25949 for a Fermented Malt Beverage ("FMB") Off-Premises License at 130 S. Denver

Mayor Hubbard read the connected meeting advisement to Tommy Jackson who was appearing on the applicant's behalf. Mayor Hubbard opened the public hearing at 6:03 p.m. Mari Peña, City Clerk, provided an overview of the application. Ms. Peña stated Family Dollar is applying for a Fermented Malt Beverage license and the entire building will be licensed. All notification requirements have been met including posting on the premises and publication in the Fort Lupton Press. Pursuant to Statute, FMB licenses must be 500 feet from a school property line and from a retail liquor store. Ms. Peña presented a map starting at Fort Lupton Middle and High School property lines and measuring 500 feet by pedestrian walk way. The map established that Family Dollar's location is farther than the 500-foot distance restrictions. Liquor Pros conducted a petition to obtain signatures from businesses and residences for and against Family Dollar obtaining an FMB license. Ms. Peña noted that all businesses that were petitioned qualified. However, there were eight residences that were outside the City limit. 273 signatures were collected and overall the outcome was positive. Ms. Peña mentioned that Carol Johnson with Liquor Pros was appearing remotely and was available for questions.

Mayor Hubbard asked Tommy Jackson (applicant) if his employees have been through TIPS training or the equivalent. Mr. Jackson responded stating he is not aware of what TIPS is. He has had a conversation with corporate and everything that needed to be done to make sure their violation rate is low has been completed. He stated he can make sure it gets completed but cannot give a definite answer. Councilmember Claud Hanes questioned Mr. Jackson asking how many other Family Dollar stores in Colorado have an FMB licenses. Mr. Jackson responded stating he cannot give an accurate data point but he knows there is a campaign to provide access to beer and wine to community members. Councilmember Hanes asked if Fort Lupton is going to be the first store with an FMB license or are there other stores in Colorado? Mr. Jackson stated there are other stores. Mayor Hubbard asked Mrs. Peña to clarify what is included in an FMB license. Mrs. Peña stated the FMB license does not include wine.

Mayor Hubbard asked Tommy Jackson if he has had a full and fair opportunity to present all facts, submittals, documents, testimony, and presentations in support of the Applicant's application before City Council tonight? Mr. Jackson responded 'yes.' Has there been anything that you or the Applicant would have liked to have presented in support of the Applicant's application that you feel you were prevented from doing so? Mr. Jackson responded 'no.'

There was no one from the public who wished to speak.

City Attorney, Andy Ausmus, asked Mr. Jackson a few follow-up questions. Mr. Ausmus asked Mr. Jackson if he knows what TIPS training is. Mr. Jackson responded he does not and that he is

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 18, 2022**

new to the account and just began working. He has experience working with contracts and working with people in terms of expanding what they do in different communities. Mr. Ausmus explained what TIPS training is and asked Mr. Jackson if there is standardized training or policies that the Family Dollar in Fort Lupton is going to follow. Mr. Jackson responded stating there is training he just does not know what TIPS training is because he is new. Mr. Ausmus asked if Mr. Jackson is in Colorado. Mr. Jackson stated he is in Georgia. Mr. Ausmus asked if there is going to be a Colorado representative that is going to oversee the Fort Lupton store. Mr. Jackson responded they have general managers and they have individuals that work with Family Dollar who are responsible for what happens at the store. Mr. Ausmus asked what other store in Colorado are selling alcohol. Mr. Jackson stated he does not know because he is not certain what city the store is located in. However, he is certain there are other stores with a liquor license. Mr. Ausmus asked if an employee comes to work for Family Dollar in Fort Lupton, what training do they get on alcohol sales. Mr. Jackson stated he cannot speak to what the corporation does but he knows they have a protocol that they follow. Mr. Ausmus asked if there is someone within Family Dollar Corporate who is in charge of training and policies in regards to alcohol sales since it does not appear to be his expertise. Mr. Jackson stated he makes sure that things are met in terms of statutes and ensures the corporation is doing what they should in the community and he will ensure they are doing accurate training.

Mayor Hubbard raised concern regarding training for employees. She asked Mr. Jackson, if Family Dollar does not follow TIPS protocol if he could document the company's training protocols before the council votes as there is a deficit in comfort level. Mr. Jackson stated that for the stores that are licensed they clearly have had training. He advised the council not to take his lack of knowledge due to being new as a reflection of the corporation. Mr. Ausmus asked Mr. Jackson that if given more time, would he be able to find out what type of training the employees in Colorado are going to undertake if the license is approved and if he could find out where the other stores in Colorado are located. He responded that he could. Mr. Jackson asked Mrs. Johnson if she knew where the other stores are located. Mrs. Johnson stated there are 5 stores that have been granted liquor licenses since 2021 where liquor pros preformed the petitions.

Mayor Hubbard informed Mr. Jackson that she is inclined to continue the hearing to allow him time to document how the employees will be trained. Mr. Jackson agreed and ensured council he will find out how the employees will be trained.

Discussion between council occurred with agreement to continue the hearing.

Mayor Hubbard asked for a motion to table the public hearing until November 1, 2022. It was moved by Bruce Fitzgerald and seconded by David Crespin to continue the hearing to November 1, 2022. Motion passed unanimously on voice vote.

AM 2022-156 Consideration of an Application, by the Fort Lupton City Council acting as the Local Licensing Authority, Submitted by El Reparo Mexican & Grill, Inc. for a Hotel &

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 18, 2022**

Restaurant ("H&R") License at 815 7th Street

Mayor Hubbard opened the public hearing at 6:24 p.m. Mari Peña, City Clerk, provided an overview of the application. Ms. Peña stated El Reparo is applying for a Hotel and Restaurant license. All notifications have been met and this type of license does not have any distance restrictions. The applicant conducted a petition to obtain signatures and collected 16 business signatures. However, two (2) were disqualified as they were located in the County. 17 residential signatures were collected with nine (9) being disqualified. State statute does not require petitions be submitted, it requires the applicant to submit evidence supporting the needs and desires of the neighborhood.

Mayor Hubbard asked if anyone from the public wished to speak for or against the application.

Selene Nestor, CEO of the Hispanic Restaurant Association, 12110 Elizabeth Court, Thornton, Colorado 80241, spoke in favor of El Reparo. Ms. Nestor believes this business will bring a lot of new economy to Fort Lupton.

Councilmember Claud Hanes posed the question asking if the employees have been provided TIPS training. Selena Nestor was present with the owner, Maria, to provide interpreting services. The applicant, Maria Lucereli Soto Murillo, 1727 Meadow Street, Longmont, Colorado 80501, replied stating that her employees will be trained and that she has already received her certificate of training from Alcohol Beverage Training ("ABT") in which she brought with her to the hearing. City Attorney, Andy Ausmus asked if she has plans to get her employees trained and certified if her license is approved. Ms. Soto Murillo replied that she has her employees' training appointments scheduled next week. He also asked what her background is in the industry. Ms. Soto Murillo replied that this is her first restaurant and she wants the economy and her business to grow. He asked if she is the only manager in which she replied yes.

There being no further questions or members of the public wishing to speak, Mayor Hubbard closed the public hearing at 6:32 p.m.

There was no further discussion.

It was moved by Carlos Barron and seconded by Bruce Fitzgerald approving the application submitted by El Reparo Mexican and Grill Inc. for a Hotel and Restaurant License at 815 7th Street, by the Fort Lupton City Council, acting as the Local Licensing Authority. Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2022-157 Approving Insurance Benefits for Employees for 2023

Employee insurance benefits are currently on a policy year that runs from January 1st to

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 18, 2022**

December 31st. The benefits below are up for renewal:

- Medical
- Health Reimbursement Arrangement (HRA)
- Vision
- Employee Assistance Program (EAP)
- Dental
- Flexible Spending Accounts
- COBRA Administration

MEDICAL - UNITED HEALTHCARE

The City marketed the medical benefit for the 2023 plan year through our benefits broker, GBS Benefits. The City received quotes from our current provider, Humana, and United Healthcare. Many insurance carriers declined to quote. The City also received quotes from two different insurance pools, Colorado Employee Benefit Trust (CEBT) and Public Sector Health Care Group. Each of these pools offers United Healthcare options.

Humana offered a 6.7% total increase. Humana announced that it is leaving the Colorado market effective July 1, 2024, so Staff carefully reviewed alternatives for January 1, 2023. After reviewing all options, Staff is recommending that the City stay with GBS Benefits as its broker and select United Healthcare (UHC) as its health insurance carrier. UHC has mirrored the City's benefits and is offering an increase of 4.88% over the City's current plans.

UHC will provide the City with a transition credit of \$25,000 and a performance funding option that may result in some refund if the City's loss ratio is lower than 73%. UHC has also offered a 3-visit Employee Assistance Program (EAP) at no cost and wellness programs that allow employees to earn rewards. The UHC network is much larger than Humana's, about which employees have expressed concern. There will be no substantial change in the benefits and costs.

The health plan represents the majority of the benefit costs for the City. Based on current enrollment, the total cost for the plan will be \$1,073,765.88 for 2023, an increase of \$49,943.76 over 2022 costs, based on current enrollment.

Staff is proposing that the cost share percentage for the employee and dependent premiums implemented in 2022 remain the same for 2023.

HEALTH REIMBURSEMENT ARRANGEMENT – NATIONAL BENEFIT SERVICES (NBS):

NBS has not increased the rates for the administration of the plan. The cost will continue to be \$3.05 per covered employee per month. Based on current enrollment, the total estimated cost for the plan will be \$3,220.80 for 2023. This does not include the cost of HRA reimbursements. The benefits will remain the same.

AMERITAS – VISION INSURANCE:

**RECORD OF PROCEEDINGS
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Ameritas has offered a rate pass for 2023. Based on current enrollment, the total estimated cost for the plan will be \$10,078.08 for 2023. There are no changes to the benefits for 2023.

UHC – EMPLOYEE ASSISTANCE PROGRAM:

UHC offers Employee Assistance Program (EAP) benefits to its members at no cost. The benefit includes three (3) free visits per issue. The Standard also offers an identical benefit as part of their other offerings. The City is currently offering EAP to all employees but utilization is low. Staff recommends promoting the UHC EAP and other tools and discontinuing a separate EAP plan for all employees.

AMERITAS – DENTAL INSURANCE:

There is an increase from Ameritas for the Dental rates of 11.05%. Based on current enrollment, the total cost for the plan will be \$72,297.12 for 2023. The benefits will remain the same with one enhancement: Ameritas offers a carryover plan maximum, which will now be available to employees as we start our second year of offering dental through them.

FLEXIBLE SPENDING ACCOUNTS (FSA) – NATIONAL BENEFIT SERVICES (NBS):

NBS has not increased the rates for the administration of the plans. The administrative costs for the FSA plans have not changed. The cost will be \$3.05 per covered employee per month plus monthly and annual fees for the use of flexible spending account cards. Based on current enrollment, the total estimated cost for the plan will be \$928.20 for 2023. The benefits will remain the same.

COBRA ADMINISTRATION – GBS BENEFITS

There are no administrative costs for COBRA Administration, as this is handled as a value-added service by our employee benefits broker, GBS Benefits.

It was moved by Carlos Barron and seconded by David Crespín to approve the Insurance Benefits for Employees for 2023 with United Healthcare, the Health Reimbursement Arrangement with National Benefit Service, Ameritas Vision Insurance, UHC Employee Assistance Program, Ameritas Dental Insurance, the Flexible Spending Accounts (FSA) with National Benefit Services, and Cobra Administration GBS Benefits. Motion passed unanimously on roll call vote.

STAFF

Chris Cross, City Administrator, stated Epcon Homes will be doing their ribbon cutting on Friday October 21, 2022 at 11 a.m.

Andy Ausmus, City Attorney, announced his son passed the Bar Exam and he will be sworn in on October 31, 2022.

MAYOR/COUNCIL REPORTS

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 18, 2022**

David Crespín, Councilmember, stated he went to the Fort Lupton Pumpkinfest and he and his nephew enjoyed it.

Zo Hubbard, Mayor, stated she received a text from a citizen asking for assistance on S. Denver for flashing lights to be placed where speed limit signs are and maintenance of the drainage and grading. She will forward the request to public works.

FUTURE CITY EVENTS

October 25, 2022	Joint Meeting with City of Brighton
November 1, 2022	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
November 8, 2022	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m. and Election Day, 203 S. Harrison Ave. Voting closes at 7 p.m.
November 11, 2022	City Offices Closed in Observance of Veteran's Day
November 15, 2022	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
November 24-25, 2022	City Offices Closed in Observance of Thanksgiving Day
November 29, 2022	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.

EXECUTIVE SESSION

It was moved by David Crespín and seconded by Carlos Barron to move into Executive Session at 6:41 p.m. "To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)." Annexation rebates. Motion passed unanimously on roll call vote. The following moved into Executive Session Mayor Hubbard, Councilmembers Chris Ceretto, David Crespín, Claud Hanes, Valerie Blackston, Carlos Barron, Bruce Fitzgerald, City Attorney Andy Ausmus, City Administrator Chris Cross, Finance Director Leann Perino, and Planning Director Todd Hodges.

The Executive Session ended at 6:56 p.m. and the regular meeting reconvened.

ADJOURNMENT

The meeting adjourned at 6:56 p.m.

Submitted by,

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
October 18, 2022**

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor

DRAFT



City Council Meeting
Date: November 1, 2022
Staff: Jeanelle Andersen,
Court Administrator

AM 2022-149
Consent Agenda ☐
Action Memorandum ☒
Public Hearing ☐

SUBJECT FOR DISCUSSION

Approving a Resolution to Appoint Louis A. Gresh as the Municipal Judge for the City of Fort Lupton and Approving the Service Agreement.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Fort Lupton Municipal Code provides for the appointment of the Municipal Judge, an Appointed Official, unless good cause exists pursuant to Section 2-54.

Section 2-51 of the Fort Lupton Municipal Code indicates the Municipal Judge shall be appointed by majority vote of all members of the City Council. The appointment is for a two-year term and may be reappointed for subsequent terms. Louis A. Gresh was originally appointed as the City of Fort Lupton's Municipal Judge in November 2012. This appointment will be for 2022 to 2024. The agreement coincides with the appointment.

Renewal of the Municipal Judge agreement includes 6.6% increase. Annual amount of increase is \$1,200.00. This is the first increase request since original appointment in November 2012.

FINANCIAL CONSIDERATIONS

An increase request of 6.6% or \$1,200 annually is budgeted.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

- Do not renew agreement and instruct staff to begin the RFP process.
- Do not renew agreement and appoint Associate Judge as Presiding Judge and instruct staff to begin the RFP process for an Associate Judge.

STAFF RECOMMENDATIONS

Staff has no position on selection and approval of Appointed Officials for the City.

Attachments:

- a. Resolution 2022RXXX
- b. Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2022R0XX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPOINTING THE MUNICIPAL JUDGE FOR THE CITY OF FORT LUPTON, COLORADO

WHEREAS, Section 31-4-107 C.R.S. authorizes and directs statutory cities to appoint officers of the City; and

WHEREAS, Sections 2-51 and 2-142 of the Fort Lupton Municipal Code provides for the appointment of the Municipal Judge by the City Council; and

WHEREAS, the City Council desires to re-appoint the Municipal Judge for a two (2) year term.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, AS FOLLOWS:

That Louis A. Gresh is hereby re-appointed as Municipal Judge for the City of Fort Lupton, Colorado, pursuant to section 2-51 and 2-142 of the Fort Lupton Municipal Code as an appointed official of the City with powers and duties as set forth in Section 2-146 of the code and as assigned by the City Council from time to time. Compensation shall be as agreed between the City Council and this official.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 1st DAY OF NOVEMBER 2022.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

AGREEMENT FOR MUNICIPAL JUDGE SERVICES

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 2022, by and between LOUIS A. GRESH (hereinafter "Judge") and the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado (the "City").

RECITALS AND REPRESENTATIONS

WHEREAS, the City desires to appoint and contract with LOUIS A. GRESH to serve as Municipal Judge in the Fort Lupton Municipal Court on the terms established in this Agreement; and

WHEREAS, LOUIS A. GRESH desires to serve as the Municipal Court Judge in the Fort Lupton Municipal Court.

NOW, THEREFORE, in consideration of the mutual undertakings set forth in this Agreement, the City and the Judge agree as follows:

- JUDGE'S COMPENSATION.** The Judge is being appointed as the Presiding Judge of the Fort Lupton Municipal Court. The Judge's compensation shall be paid at the rate of one thousand six hundred dollars (\$1,600.00) per month. Within the compensation rate of \$1,600 per month Judge shall perform all associated judicial duties, including but not limited to, those described in Paragraph 2 of this Agreement. The Judge shall cause to be submitted an invoice for the judicial services by the 1st of each month, and the City shall pay such invoice within 15 days of receipt. The rate charged herein shall be effective for the term of this Agreement, without modification unless agreed by parties in writing.
- JUDGE'S SCOPE OF SERVICES.** The Judge shall be responsible for all typical judicial duties as set forth in applicable provisions of the Fort Lupton Municipal Code, which are incorporated herein and as dictated by the Colorado Municipal Court Rules and the Colorado Rules of Professional Responsibility.

The Judge shall at all times during the term of this Agreement comply with the Colorado Municipal Court Rules, the Constitutions and applicable laws of the United States and the State of Colorado, and the Ordinances, Resolutions and Regulations of the City. The Judge shall be currently licensed to practice law by the Colorado Supreme Court and shall remain in good standing during the term of this Agreement.

- ANNUAL BUDGET/APPROPRIATION.** Notwithstanding any provision of this Agreement to the contrary, the City is not obligated by this Agreement to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or to make payments from any funds of the City other than funds appropriated for the payment of current expenditures. All payment obligations of the City under this Agreement are from year to year only and do not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City.
- INDEPENDENT CONTRACTOR.** This Agreement is one for independent contractor services. The Judge is appointed to this position by City Council pursuant to the Fort Lupton Municipal Code. The Judge is an independent contractor and shall not be considered an employee of the City for

purposes of any federal or state law. The City shall not be obligated to secure and shall not provide any employment benefits of any kind or type to or for the Independent Contractor, including but not limited to worker's compensation, disability insurance, errors and omissions insurance, vacation or sick leave, retirement contributions, or other benefits. The Judge shall be responsible for any federal and state income tax withholding on moneys earned pursuant to this Agreement.

5. **EFFECTIVE DATE.** This Agreement becomes binding and effective as of December 1, 2022, and execution of this Agreement by the parties and shall continue until November 30, 2024.
6. **TERMINATION WITHOUT CAUSE OR REASON.** This Agreement may be terminated for cause only as set forth in C.R.S. Sec. 13-10-105 (2) and FMC Sec. 2-54.
7. **ENTIRE AGREEMENT/TERMINATION OF PRIOR AGREEMENTS.** This Agreement shall constitute the entire agreement between the parties. This Agreement supersedes any and all prior agreements between the parties.
8. **SEVERABILITY.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.
9. **AMENDMENTS.** The terms and conditions of this Agreement may be modified only by the mutual written consent of the Judge and the City Council.
10. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Weld County, Colorado.
11. **NO WAIVER.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
12. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
13. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf and the Judge has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

CITY OF FORT LUPTON

LOUIS A. GRESH

By: _____
Zo Hubbard, Mayor

By: _____
Louis A. Gresh

ATTEST:

APPROVED AS TO FORM:

By: _____
Mari Peña, City Clerk

By: _____
Andy Ausmus, City Attorney



City Council Meeting
Date: November 1, 2022
Staff: Jeanelle Andersen,
Court Administrator

AM 2022-150
Consent Agenda ☐
Action Memorandum ☒
Public Hearing ☐

SUBJECT FOR DISCUSSION

Approving a Resolution to Appoint Ausmus Law Firm, P.C. as the City Attorney for the City of Fort Lupton and Approving the Service Agreement.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Fort Lupton Municipal Code provides for the appointment of the City Attorney, an Appointed Official, unless good cause exists pursuant to Section 2-54.

Section 2-51 of the Fort Lupton Municipal Code indicates the City Attorney shall be appointed by majority vote of all members of the City Council. The appointment is for a two-year period and may be reappointed for subsequent terms. The Ausmus Law Firm, P.C., was originally appointed in November 2012. This appointment will be for 2022 to 2024. The agreement coincides with the appointment.

FINANCIAL CONSIDERATIONS

No financial change.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

Not renew agreement and instruct staff to begin the RFP process.

STAFF RECOMMENDATIONS

Staff has no position on selection and approval of Appointed Officials for the City.

Attachments:

- a. Resolution 2022RXXX
- b. Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2022R0XX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPOINTING THE CITY ATTORNEY FOR THE CITY OF FORT LUPTON, COLORADO

WHEREAS, Section 31-4-107 C.R.S. authorizes and directs statutory cities to appoint officers of the City; and

WHEREAS, Sections 2-51 of the Fort Lupton Municipal Code provides for the appointment of the City Attorney by the City Council; and

WHEREAS, the City Council desires to re-appoint the City Attorney for a two (2) year term.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, AS FOLLOWS:

That Ausmus Law Firm, P.C. is hereby re-appointed as City Attorney for the City of Fort Lupton, Colorado, pursuant to section 2-51 of the Fort Lupton Municipal Code as an appointed official of the City with powers and duties as set forth in Section 2-56 of the code and as assigned by the City Council from time to time. Compensation shall be as agreed between the City Council and this official.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 1st DAY OF NOVEMBER 2022.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

AGREEMENT FOR MUNICIPAL SERVICES

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 2022, by and between the AUSMUS LAW FIRM, P.C. and the CITY OF FORT. LUPTON, a municipal corporation of the State of Colorado (the "City").

RECITALS AND REPRESENTATIONS

WHEREAS, the City desires to contract with the Ausmus Law Firm, P.C. to serve as the City Attorney for the City of Fort Lupton and to serve as the Municipal Prosecutor in the Fort Lupton Municipal Court on the terms established in this Agreement; and

WHEREAS, the Ausmus Law Firm, P.C. desires to serve as the City Attorney and the Municipal Prosecutor in the Fort Lupton Municipal Court.

NOW, THEREFORE, in consideration of the mutual undertakings set forth in this Agreement, the City and the Prosecutor agree as follows:

- 1. PROSECUTOR COMPENSATION.** The Prosecutor's compensation shall be paid at the rate of six hundred dollars (\$600.00) per court session. Within the compensation rate of \$600.00 per court session Prosecutor shall perform all associated duties including but not limited to those described in Paragraph 2 of this Agreement. The Prosecutor shall submit an invoice for the prosecution services by the 1st of each month, and the City shall pay such invoice within 15 days of receipt.
- 2. PROSECUTOR SCOPE OF SERVICES.** In addition to attending court, the Prosecutor shall be responsible for all facets of prosecution for the City, including pre-trial conferences, arraignments, interviewing witnesses, and such bench or jury trials as may be required by the City, subject to the terms of this Agreement. Discovery requests will not be processed by the Prosecutor, except to the extent of referring requests to the Municipal Court Clerk, and the Prosecutor shall be responsible for handling appeals, with each appeal to be treated as a court session. The Prosecutor may be required to undertake enforcement of City code violations from time to time. The Prosecutor may also be required to attend meetings and conferences with City staff, as directed, to be available to answer inquiries from Police Officers about pending or potential cases and to conduct occasional training sessions for City staff as directed by the City.

The Prosecutor shall at all times during the term of this Agreement comply with the Colorado Rules of Municipal Court Procedure, the constitutions and applicable laws of the United States and the State of Colorado, and the Ordinances, Resolutions and Regulations of the City. The Prosecutor shall consult with the Court Administrator as needed, including attending meetings as requested, to support the City in the ongoing development of the Municipal Court. All attorneys working as the Prosecutor shall be currently licensed to practice law by the Colorado Supreme Court and shall remain in good standing during the term of this Agreement.

The Prosecutor acknowledges that the City has retained the Prosecutor because of the special expertise of J. Andrew Ausmus, Christy K. Ausmus, and Tricia McCarthy possess.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Prosecutor shall be permitted to retain one other qualified attorney to assist with the provision of services upon written approval of the City. Prosecutorial services shall be limited to these individuals, except in the event of emergency or unforeseen circumstances beyond the control of Prosecutor.

3. **PROSECUTOR REPORTING.** The Prosecutor shall keep the City and Court Administrators informed of any unusual or noteworthy events or cases. Items that should be reported include, but shall not be limited to, threatened appeals, cases with multiple witnesses, cases for which witnesses failed to appear, cases with belligerent or uncooperative defendants, non-traffic cases in which the defense involved a credible allegation of Officer misconduct, and cases in which the plea-bargained disposition was outside of the normal guidelines.
4. **CITY ATTORNEY COMPENSATION.** In addition to the role of Prosecutor, the City retains the Ausmus Law Firm, P.C. to act as City Attorney for Fort Lupton with the powers and duties set forth in FMC Sec. 2-56. The Ausmus Law Firm, P.C. shall be compensated at the rate of \$135 per hour for any legal work performed as the City Attorney for Fort Lupton. Said compensation shall be in addition to any compensation set forth above for prosecution services. Ausmus Law Firm, P.C. shall submit a monthly hourly invoice for legal services performed as City Attorney. The City shall pay said invoice within 15 days of receipt of the monthly hourly invoice.
5. **CITY ATTORNEY SCOPE OF SERVICES.** The Ausmus Law Firm, P.C. shall undertake all such legal services necessary to act as City Attorney and chief legal adviser to the City as set forth in FMC Sec. 2-56 and as may be directed by the City's Director of Finance and Administration. The Ausmus Law Firm, P.C. shall attend such City Council meetings as directed by the City and be available to meet and advise City personnel on outstanding legal matters involving the City and its interests. The Ausmus Law Firm, P.C. may from time to time retain special outside counsel to assist it in providing City Attorney services, with such services to be compensated at the rate set forth above in paragraph 4 unless a higher rate is approved by the City Administrator.
6. **ANNUAL BUDGET/APPROPRIATION.** Notwithstanding any provision of this Agreement to the contrary, the City is not obligated by this Agreement to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or to make payments from any funds of the City other than funds appropriated for the payment of current expenditures. All payment obligations of the City under this Agreement are from year to year only and do not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City.
7. **INDEPENDENT CONTRACTOR.** This Agreement is one for independent contractor services. The City Attorney and the Prosecutor are independent contractors and shall not be considered employees of the City for purposes of any federal or state law. The City shall not be obligated to secure and shall not provide any employment benefits of any kind or type to or for the Independent Contractors, including but not limited to worker's compensation, disability insurance, errors and omissions insurance, vacation or sick leave, retirement contributions, or other benefits. The City Attorney and Prosecutor shall be responsible for any federal and state income tax withholding on moneys earned pursuant to this Agreement. The services provided hereunder shall be supervised by the City Director of Finance.

8. **INSURANCE.** The City Attorney and Prosecutor shall maintain professional liability insurance with minimum combined single limits of five hundred thousand dollars (\$500,000.00). The City shall also provide the City Attorney with such additional professional liability coverage as the parties mutually agree if appropriate.
9. **EXPENSES AND MATERIALS.** The City Attorney and Prosecutor will be reimbursed for any incidental expenses incurred by the City Attorney and Prosecutor in the performance of services for the City.
10. **EFFECTIVE DATE.** This Agreement becomes binding and effective as of December 1, 2022, and is executed by the parties and shall continue until November 30, 2024.
11. **TERMINATION WITHOUT CAUSE OR REASON.** This Agreement may be terminated by either party without cause or reason at any time by giving thirty (30) days written notice to the other party. In such event of termination, the City Attorney and Prosecutor shall continue services during such thirty day period and shall reasonably assist the City in the transfer of services to a new Prosecutor in accordance with the rules governing professional responsibility for attorneys practicing in the State of Colorado.
12. **ENTIRE AGREEMENT/TERMINATION OF PRIOR AGREEMENTS.** This Agreement shall constitute the entire agreement between the parties and is binding upon and inures to the benefit of the City Attorney and Prosecutor's successors, heirs at law and executors. This Agreement supersedes any and all prior agreements between the parties.
13. **SEVERABILITY.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.
14. **AMENDMENTS.** The terms and conditions of this Agreement may be modified only by the mutual written consent of the City Attorney, Prosecutor and the City Council.
15. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Weld County, Colorado.
16. **NO WAIVER.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
17. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
18. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf and the City Attorney/Prosecutor has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

CITY OF FORT. LUPTON

AUSMUS LAW FIRM, P.C.

By: _____
Zo Hubbard, Mayor

By: _____
J. Andrew Ausmus, President

ATTEST:

APPROVED AS TO FORM:

By: _____
Maricela Peña, City Clerk

By: _____



City Council Meeting
Date: November 1, 2022
Staff: Jeanelle Andersen,
Court Administrator

AM 2022-151
Consent Agenda ☐
Action Memorandum ☒
Public Hearing ☐

SUBJECT FOR DISCUSSION

Approving a Resolution to Appoint Willard B. Hardesty as the Associate Municipal Judge for the City of Fort Lupton and Approving the Service Agreement.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Fort Lupton Municipal Code provides for the appointment of the Associate Municipal Judge, unless good cause exists pursuant to Section 2-54.

Section 2-145 of the Fort Lupton Municipal Code indicates an Associate Municipal Judge(s) may be appointed by the City Council to serve as Municipal Judge when the Presiding Municipal Judge is unable. The appointment is for a two-year period and may be reappointed for subsequent terms. Willard B. Hardesty was originally appointed as the City of Fort Lupton's Associate Municipal Judge in November 2012. This appointment will be for 2022 to 2024. The agreement coincides with the appointment.

Renewal of the Associate Municipal Judge agreement includes a \$15.00 per hour increase. Annual amount of increase is less than \$100.00. This is the first increase request since original appointment in November 2012.

FINANCIAL CONSIDERATIONS

An increase request from \$85 to \$100 per hour. The change will have minimal effect on the budget.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

Do not renew agreement and instruct staff to begin the RFP process.

STAFF RECOMMENDATIONS

Staff has no position on selection and approval of Appointed Officials for the City.

Attachments:

- a. Resolution 2022RXXX
- b. Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2022R0XX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPOINTING THE ASSOCIATE MUNICIPAL JUDGE FOR THE CITY OF FORT LUPTON, COLORADO

WHEREAS, Section 31-4-107 C.R.S. authorizes and directs statutory cities to appoint officers of the City; and

WHEREAS, Sections 2-145 of the Fort Lupton Municipal Code provides for the appointment of an Associate Municipal Judge by the City Council; and

WHEREAS, the City Council desires to re-appoint the Associate Municipal Judge for a two (2) year term.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, AS FOLLOWS:

That Willard B. Hardesty is hereby re-appointed as Associate Municipal Judge for the City of Fort Lupton, Colorado, pursuant to section 2-145 of the Fort Lupton Municipal Code with powers and duties as set forth in Section 2-146 of the code and as assigned by the City Council from time to time. Compensation shall be as agreed between the City Council and this official.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 1st DAY OF NOVEMBER 2022.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

AGREEMENT FOR MUNICIPAL JUDGE SERVICES

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2022, by and between WILLARD B. HARDESTY (hereinafter "Judge") and the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado (the "City").

RECITALS AND REPRESENTATIONS

WHEREAS, the City desires to appoint and contract with WILLARD B. HARDESTY to serve as an Associate Municipal Judge in the Fort Lupton Municipal Court on the terms established in this Agreement; and

WHEREAS, WILLARD B. HARDESTY desires to serve as an Associate Municipal Court Judge in the Fort Lupton Municipal Court.

NOW, THEREFORE, in consideration of the mutual undertakings set forth in this Agreement, the City and the Judge agree as follows:

1. **JUDGE'S COMPENSATION.** The Judge is being appointed as an assistant Municipal Court Judge of the Fort Lupton Municipal Court. The Judge's compensation shall be paid at the rate of one hundred (\$100) per hour, with a minimum two hour payment per court appearance. Within the compensation rate of \$100 per hour, Judge shall perform all associate judicial duties including but not limited to those described in Paragraph 2 of this Agreement. The Judge shall cause to be submitted an invoice for the judicial services completed in a month by the 1st of each month, and the City shall pay such invoice within 15 days of receipt. The rate charged herein shall be effective for the term of this Agreement, without modification unless agreed by parties in writing.

2. **JUDGE'S SCOPE OF SERVICES.** When requested by the Presiding Judge to appear and preside as the Municipal Court Judge, the Judge shall be responsible for all typical judicial duties as set forth in applicable provisions of the Fort Lupton Municipal Code, which are incorporated herein and as dictated by the Colorado Municipal Court Rules and the Colorado Rules of Professional Responsibility.

The Judge shall at all times during the term of this Agreement comply with the Colorado Municipal Court Rules, the Constitutions and applicable laws of the United States and the State of Colorado, and the Ordinances, Resolutions and Regulations of the City. The Judge shall be currently licensed to practice law by the Colorado Supreme Court and shall remain in good standing during the term of this Agreement.

3. **ANNUAL BUDGET/APPROPRIATION.** Notwithstanding any provision of this Agreement to the contrary, the City is not obligated by this Agreement to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or to make payments from any funds of the City other than funds appropriated for the payment of current expenditures. All payment obligations of the City under this Agreement are from year to year only and do not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City.

4. **INDEPENDENT CONTRACTOR.** This Agreement is one for independent contractor services. The Judge is appointed to this position by City Council pursuant to the Fort Lupton Municipal Code. The

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Judge is an independent contractor and shall not be considered an employee of the City for purposes of any federal or state law. The City shall not be obligated to secure and shall not provide any employment benefits of any kind or type to or for the Independent Contractor, including but not limited to worker's compensation, disability insurance, errors and omissions insurance, vacation or sick leave, retirement contributions, or other benefits. The Judge shall be responsible for any federal and state income tax withholding on moneys earned pursuant to this Agreement.

5. **EFFECTIVE DATE.** This Agreement becomes binding and effective as of December 1, 2022, and execution of this Agreement by the parties and shall continue until November 30, 2024.
6. **TERMINATION WITHOUT CAUSE OR REASON.** This Agreement may be terminated for cause only as set forth in C.R.S. Sec. 13-10-105 (2) and FMC Sec. 2-54.
7. **ENTIRE AGREEMENT/TERMINATION OF PRIOR AGREEMENTS.** This Agreement shall constitute the entire agreement between the parties. This Agreement supersedes any and all prior agreements between the parties.
8. **SEVERABILITY.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.
9. **AMENDMENTS.** The terms and conditions of this Agreement may be modified only by the mutual written consent of the Judge and the City Council.
10. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Weld County, Colorado.
11. **NO WAIVER.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
12. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
13. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf and the Judge has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

CITY OF FORT LUPTON

WILLARD B. HARDESTY

By: _____

By: _____

Zo Hubbard, Mayor

Willard B. Hardesty

ATTEST:

APPROVED AS TO FORM:

By: _____
Mari Peña, City Clerk

By: _____
Andy Ausmus, City Attorney



City Council Meeting
Date: November 1, 2022
Staff: Chris Cross,
City Administrator

AM 2022-152
Consent Agenda ☐
Action Memorandum ☒
Public Hearing ☐

SUBJECT FOR DISCUSSION

Approving a Resolution to Appoint Maricela Peña as the City Clerk for the City of Fort Lupton.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Fort Lupton Municipal Code provides for the appointment of the City Clerk, an Appointed Official, unless good cause exists pursuant to Section 2-54.

Section 2-51 of the Fort Lupton Municipal Code indicates the City Clerk shall be appointed by majority vote of all members of the City Council. The appointment is for a two-year period and may be reappointed for subsequent terms. This appointment will be for 2022 to 2024.

FINANCIAL CONSIDERATIONS

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Staff has no position on selection and approval of Appointed Officials for the City.

Attachments:

- a. Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2022R0XX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RE-APPOINTING MARICELA PEÑA AS CITY CLERK FOR THE CITY OF FORT LUPTON, COLORADO

WHEREAS, Section 31-4-107 C.R.S. authorizes and directs statutory cities to appoint officers of the City; and

WHEREAS, Sections 2-51 of the Fort Lupton Municipal Code provides for the appointment and reappointment of the City Clerk by the City Council; and

WHEREAS, the City Council desires to appoint Maricela Peña as City Clerk until November 2024.

NOW THEREFORE BE IT RESOLVED that Maricela Peña is hereby appointed as City Clerk for the City of Fort Lupton, Colorado, pursuant to section 2-51 of the Fort Lupton Municipal Code as an appointed official of the City with powers and duties as set forth in Section 2-55 of the code and as assigned to her by the City Council from time to time. Compensation shall be as agreed between the City Council and this official.

APPROVED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 1st DAY OF NOVEMBER 2022.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



City Council Meeting
Date: November 1, 2022
Staff: Andy Ausmus,
City Attorney

AM 2022-153
Consent Agenda ☐
Action Memorandum ☒
Public Hearing ☐

SUBJECT FOR DISCUSSION

Approving a Resolution to Appoint Christopher Cross as the City Administrator for the City of Fort Lupton.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Fort Lupton Municipal Code provides for the appointment of the City Administrator, an Appointed Official, unless good cause exists pursuant to Section 2-54.

Section 2-51 of the Fort Lupton Municipal Code indicates the City Administrator shall be appointed by majority vote of all members of the City Council. The appointment is for a two-year period and may be reappointed for subsequent terms. This appointment will be for 2022 to 2024.

FINANCIAL CONSIDERATIONS

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Staff has no position on selection and approval of Appointed Officials for the City.

Attachments:

- a. Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2022R0XX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RE-APPOINTING CHRISTOPHER CROSS AS THE CITY ADMINISTRATOR FOR THE CITY OF FORT LUPTON, COLORADO

WHEREAS, Section 31-4-107 C.R.S. authorizes and directs statutory cities to appoint officers of the City; and

WHEREAS, Sections 2-51 of the Fort Lupton Municipal Code provides for the appointment and reappointment of the City Administrator by the City Council; and

WHEREAS, the City Council desires to appoint Christopher Cross as City Administrator until November 2024.

NOW THEREFORE BE IT RESOLVED that Christopher Cross is hereby appointed as City Administrator for the City of Fort Lupton, Colorado, pursuant to section 2-51 of the Fort Lupton Municipal Code as an appointed official of the City with powers and duties as set forth in Section 2-55 of the code and as assigned to him by the City Council from time to time. Compensation shall be as agreed between the City Council and this official.

APPROVED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 1st DAY OF NOVEMBER 2022.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

A Resolution Ratifying the Appointment of Certain Nominees to the Board of Trustees of the High Plains Library District

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Pursuant to that Joint Motion and Stipulation to Approve Settlement and Dismiss Remaining Claims entered into by the Establishing Bodies and ordered by the Court in Weld County District Court Case No. 2014 CV 30358, a trustee selection committee (the "Committee") met on October 13, 2022, to interview trustee candidates. The Committee voted by majority vote to recommend the following individuals for appointment to the High Plains Library District Board of Trustees, for the term lengths specified below:

Region 2: Fort Lupton, Gilcrest, Hudson, Keenesburg, LaSalle, Lochbuie, and Platteville
Gerri Holton, 4-year term, 2023-2026

Region 4: Greeley, Evans and Garden City
Nick Nakamura, 4 year term, 2023-2026

This ratification of appointments needs to be voted on by the Establishing Bodies of the High Plains Library District within 60 days, per the District's Bylaws.

FINANCIAL CONSIDERATIONS

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Staff seeks recommendation.

Attachments: a. Proposed Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2022Rxxx

A RESOLUTION RATIFYING THE APPOINTMENT OF CERTAIN NOMINEES TO THE BOARD OF TRUSTEES OF THE HIGH PLAINS LIBRARY DISTRICT FOR A TERM BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2026

WHEREAS, the City Council of the City of Fort Lupton, Colorado, pursuant to Colorado State Statutes governing statutory Towns and the Ordinances of the City of Fort Lupton, is vested with the authority of administering the affairs of the City of Fort Lupton, Colorado, and

WHEREAS, the High Plains Library District ("HPLD") has been created by action of eight "Establishing Bodies", namely, the Town of Ault, the Town of Eaton, the City of Evans, the City of Fort Lupton, the City of Greeley, the Town of Hudson, the RE-8 School District Board of Education, the Weld County Board of County Commissioners, all of the State of Colorado, and

WHEREAS, the High Plains Library District Board of Trustees is comprised of seven trustee seats, one of which is currently up for replacement, and

WHEREAS, C.R.S. § 24-90-108(2)(c), provides that the Establishing Bodies have authority to ratify trustees recommended for appointment to the High Plains Library Board of Trustees, and

WHEREAS, pursuant to C.R.S. § 24-90-108(2)(c), recommendation of replacement library trustees must be made by a committee held for that purpose, and

WHEREAS, pursuant to that Joint Motion and Stipulation to Approve Settlement and Dismiss Remaining Claims entered into by the Establishing Bodies and ordered by the Court in Weld County District Court Case No. 2014 CV 30358, a trustee selection committee (the "Committee") met on October 13, 2022, to interview trustee candidates, and

WHEREAS, on October 13, 2022, the Committee voted by majority vote to recommend the following individuals for appointment to the High Plains Library District Board of Trustees, for the term lengths specified below:

Region 2 : Fort Lupton, Gilcrest, Hudson, Keenesburg, LaSalle, Lochbuie, and Platteville
Gerri Holton, 4-year term, 2023-2026

Region 4: Greeley, Evans and Garden City
Nick Nakamura, 4 year term, 2023-2026

WHEREAS, the above-named individual appear to be qualified to serve as a trustee on the High Plains Library District Board of Trustees and represent adequately the various interests within the High Plains Library District.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council of the City of Fort Lupton, Colorado, ratify the appointments of Gerri Holton and Nick Nakamura to serve as Trustees on the High Plains Library District Board of Trustees for a 4-year term beginning January 1, 2023 – December 31, 2026.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 1st DAY OF NOVEMBER 2022.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Adopting an Ordinance by the City Council of the City of Fort Lupton Acting by and Through Its Utility Enterprise Approving a Loan from the Colorado Water Resources and Power Development Authority (CWRPDA") in the Aggregate Principal Amount not to Exceed Payable from Its Wastewater Revenue; Authorizing the Form and Execution of the Loan Agreement and Governmental Agency Bond to Evidence Such Loan; Authorizing the Construction of a Project; Prescribing other Details in Connection Therewith; and Declaring an Emergency on Second and Final Reading

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City Council, acting by and through the Enterprise, has determined the need to pay the estimated tap fee for connecting the City to the Metro Water Recovery Northern Treatment Plant (the "Project"). The City has made application to the Colorado Water Resources and Power Development Authority (the "CWRPDA"), a body corporate and political subdivision of the State of Colorado, for a loan to finance all or a portion of the cost of the Project. The City Council has determined that in order to finance all or a portion of the cost of the Project, it is necessary and advisable and in the best interests of the City

- (i) to enter into a loan agreement with CWRPDA (the "Loan Agreement"), pursuant to which CWRPDA shall loan the City an amount of not to exceed \$25,000,000 at 2.75% interest (the "Loan") for such purposes, and
- (ii) to issue a governmental agency bond (the "Bond") to CWRPDA to evidence the City's repayment obligations under the Loan Agreement.

The forms of the Loan Agreement and the Bond have been presented to the Council. The Bond and the Loan Agreement shall constitute revenue obligations of the City, payable from the Net Revenues of the wastewater utility portion of the Enterprise (the "System" as defined in the Loan Agreement). The City Council desires to approve the form of the Financing Documents and other documents referenced therein, authorize the execution of the Loan Agreement, and authorize the execution and delivery of the Bond.

Pursuant to Section 31-16-105, C.R.S., because of the urgent need for the financing of the Project and the limited availability of low or no interest loans, and in order to consummate the financing prior to the close of the calendar year, the City Council has determined that an emergency exists and that adoption of this Ordinance as an emergency measure on second and final reading is necessary for the immediate preservation of the public peace, health, safety and welfare.

FINANCIAL CONSIDERATIONS

LEGAL/POLITICAL CONSIDERATIONS

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ALTERNATIVES/OPTIONS
STAFF RECOMMENDATIONS

- Attachments:
- a. Proposed Ordinance
 - b. Proposed Loan Agreement

ORDINANCE NO. 2022-11xx

INTRODUCED BY:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY (“CWRPDA”) IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$25,000,000 PAYABLE FROM ITS WASTEWATER REVENUE; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AGREEMENT AND GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; AUTHORIZING THE CONSTRUCTION OF A PROJECT; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY ON SECOND AND FINAL READING.

WHEREAS, the City of Fort Lupton (the “City”), in the County of Weld and State of Colorado, is a political subdivision of the State of Colorado (the “State”), duly organized and existing as a statutory city under the laws of the State; and

WHEREAS, the members of the City Council of the City (the “City Council”) have been duly elected and qualified; and

WHEREAS, the City has previously acquired and developed certain properties and facilities for the collection, treatment and distribution of wastewater for the beneficial uses and purposes for which the wastewater has been or may be appropriated (the “Wastewater System”); and

WHEREAS, by Ordinance No. 95-675 adopted by the City Council on July 12, 1995, the City Council acted to recognize and conform the existence of the City’s existing water utility enterprise, sewer utility enterprise and storm water drainage facility enterprise as enterprises of the City within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR), which ordinance was codified as Chapter 12 of the Fort Lupton Municipal Code (the “City Code”); and

WHEREAS, by Ordinance No. 98-733 adopted by the City Council on December 9, 1998, the City Council acted to amend Chapter 12 of the City Code (as amended, the “Enterprises Chapter”) to create and establish a combined water and sewer utility enterprise (the “Enterprise”); and

WHEREAS, the Enterprise presently qualifies as an “enterprise” for purposes of TABOR; and

WHEREAS, the City Council, acting by and through the Enterprise, has heretofore determined the need to pay the estimated tap fee for connecting the City to the Metro Water Recovery Northern Treatment Plant (the “Project”); and

WHEREAS, for purposes of this Ordinance, the term “City” means the City, acting by and through the Utility Enterprise, unless the context requires otherwise, and the term “City Council” means the City Council, acting as the governing body of the Enterprise, unless the context requires otherwise; and

WHEREAS, the City has made application to the Colorado Water Resources and Power Development Authority (the “CWRPDA”), a body corporate and political subdivision of the State of Colorado, for a loan to finance all or a portion of the cost of the Project; and

WHEREAS, the City Council has determined that in order to finance all or a portion of the cost of the Project, it is necessary and advisable and in the best interests of the City (i) to enter into a loan agreement with CWRPDA (the “Loan Agreement”), pursuant to which CWRPDA shall loan the City an amount of not to exceed \$25,000,000 at 2.75% interest (the “Loan”) for such purposes, and (ii) to issue a governmental agency bond (the “Bond”) to CWRPDA to evidence the City’s repayment obligations under the Loan Agreement; and

WHEREAS, TABOR requires an election to incur any multiple fiscal year obligation unless such obligation is incurred for an enterprise; and

WHEREAS, under TABOR, the Enterprise is a government-owned business authorized to issue its own revenue bonds and receiving under 10% of annual revenue in grants from all Colorado state and local governments combined; and

WHEREAS, in 2021, the Enterprise received grants from all Colorado state and local governments combined which were less than 10% of the annual revenue of the Enterprise; and

WHEREAS, the City Council serves as the governing body of the Enterprise; and

WHEREAS, there have been presented to the City Council the forms of the Loan Agreement and the Bond (collectively, the “Financing Documents”); and

WHEREAS, the Bond and the Loan Agreement shall constitute revenue obligations of the City, payable from the Net Revenues of the wastewater utility portion of the Enterprise (the “System” as defined in the Loan Agreement); and

WHEREAS, the City has not pledged nor hypothecated the net revenues derived or to be derived from the operation of the System, or any part thereof, to the payment of any bonds or for any other purpose, with the result that the net revenue may now be pledged lawfully and irrevocably to the payment of the Bond; and

WHEREAS, pursuant to Title 31, Article 35, Part 4, C.R.S. (the “Sewer and Water Systems Act”) and the Enterprise Act, the Financing Documents may be approved by the City Council without an election; and

WHEREAS, the forms of the Financing Documents are on file with the City Clerk; and

WHEREAS, the City Council desires to approve the form of the Financing Documents and other documents referenced therein, authorize the execution of the Loan Agreement, and authorize the execution and delivery of the Bond; and

WHEREAS, pursuant to Section 31-16-105, C.R.S., because of the urgent need for the financing of the Project and the limited availability of low or no interest loans, and in order to consummate the financing prior to the close of the calendar year, the City Council has determined that an emergency exists and that adoption of this Ordinance as an emergency measure on second and final reading is necessary for the immediate preservation of the public peace, health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, WELD COUNTY, COLORADO:

Section 1. Determinations. The City Council hereby finds and determines that the Enterprise constitutes an enterprise under TABOR.

Section 2. Approvals, Authorizations, and Amendments. The forms of the Financing Documents presented at this meeting are incorporated herein by reference and are hereby approved. The City shall enter into and perform its obligations under the Financing Documents in the forms of such documents, with such changes as are not inconsistent herewith

and as are hereafter approved by the Mayor of the City (the “Mayor”), the City Administrator or the Finance Director. The Mayor, the City Administrator, the Finance Director and/or the City Clerk are hereby authorized and directed to execute the Financing Documents and to affix the seal of the City thereto, and further to execute and authenticate such other documents or certificates as are deemed necessary or desirable in connection therewith. The Financing Documents shall be executed in substantially the forms approved at this meeting.

The execution of any instrument or certificate or other document in connection with the matters referred to herein by the Mayor, the City Administrator, the Finance Director and/or City Clerk or by other appropriate officers of the City, shall be conclusive evidence of the approval by the City of such instrument.

Section 3. Election to Apply the Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Act”) provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The City hereby elects to apply all of the provisions of the Supplemental Act to the Financing Documents.

Section 4. Delegation.

(a) Pursuant to Section 11-57-205 of the Supplemental Act, the City hereby delegates to the Mayor or the City Administrator the independent authority to make the following determinations relating to and contained in the Loan Agreement and the Bond, subject to the restrictions contained in paragraph (b) of this Section 4:

- i. The interest rate on the Loan;
- ii. The principal amount of the Loan;
- iii. The amount of principal of the Loan maturing in any given year and the final maturity of the Loan;
- iv. The dates on which the principal of and interest on the Loan are paid; and
- v. The existence and amount of reserve funds for the Loan, if any.

(b) The delegation in paragraph (a) of this Section 4 shall be subject to the following parameters and restrictions:

- i. The interest rate on the Loan shall not exceed 2.75%;
 - ii. The principal amount of the Loan shall not exceed \$25,000,000;
- and
- iii. The final maturity of the Loan shall not be later than December 31, 2055.

Section 5. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Bond and the Loan Agreement shall contain recitals that the Bond is issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bond after its delivery for value.

Section 6. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the City and members of the City Council, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 7. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bond and the Loan Agreement provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The amounts pledged to the payment of the Bond and the Loan Agreement shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described in the Loan Agreement. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the City irrespective of whether such persons have notice of such liens.

Section 8. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the Financing Documents shall be commenced more than thirty days after the issuance of the Bonds.

Section 9. Limited Obligation; Special Obligation. The Loan Agreement and Bond are payable solely from the Net Revenue (as defined in the Loan Agreement), and the Loan

Agreement and Bond do not constitute a debt within the meaning of any constitutional or statutory limitation or provision.

No elected or appointed officers or agents of the City shall be subject to any pecuniary liability in connection with any agreement, covenant, or undertaking by the City, or by them, contained in any document executed in connection with the authorization, execution, and delivery of the Financing Documents or this Ordinance or with respect to any action taken or omitted to be taken in good faith with reference thereto.

Section 10. Disposition and Investment of Loan Proceeds. The proceeds of the Loan shall be applied to pay the costs and expenses of acquiring, constructing and equipping the Project, including costs related thereto and, to the extent permitted under federal tax laws, reimbursement to the City for capital expenditures heretofore incurred and paid from City funds in anticipation of the incurrence of long-term financing therefor, and all other costs and expenses incident thereto, including without limitation the costs of obtaining the Loan. Neither CWRPDA nor any subsequent owner(s) of the Loan Agreement shall be responsible for the application or disposal by the City or any of its officers of the funds derived from the Loan. In the event that all of the proceeds of the Loan are not required to pay such costs and expenses, any remaining amount shall be used for the purpose of paying the principal amount of the Loan and the interest thereon, as applicable.

Section 11. City Representative. Pursuant to Exhibit B of the Loan Agreement, the Mayor, the City Administrator and the Finance Director are hereby designated as the Authorized Officers (as defined in the Loan Agreement) for the purpose of performing any act or executing any document relating to the Loan, the City, or the Financing Documents. A copy of this Ordinance shall be furnished to CWRPDA as evidence of such designation.

Section 12. Estimated Life of Improvements. It is hereby determined that the estimated life of the Project to be financed with the proceeds of the Loan is not less than the final maturity of the Loan.

Section 13. Direction to Take Authorizing Action. The appropriate officers of the City and members of the City Council are hereby authorized and directed to take all other

actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to such certificates and affidavits as may reasonably be required by CWRPDA.

Section 14. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the City and members of the City Council, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 15. Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 16. Repealer. All orders, resolutions, bylaws, ordinances or regulations of the City, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent only of such inconsistency.

Section 17. Ordinance Irrepealable. After the Bond is issued, this Ordinance shall constitute an irrevocable contract between the City and CWRPDA, and shall be and remain irrepealable until the Bond and the interest thereon, as applicable, shall have been fully paid, satisfied, and discharged. No provisions of any constitution, statute, charter, ordinance, resolution, or other measure enacted after the issuance of the Bond shall in any manner be construed as impairing the obligations of the City to keep and perform the covenants contained in this Ordinance.

Section 18. Recordation. A true copy of this Ordinance, as adopted by the City Council, shall be numbered and recorded on the official records of the City and its adoption and publication shall be authenticated by the signatures of the Mayor and the City Clerk, and by a certification of publication.

Section 19. Effective Date. This Ordinance shall be in full force and effect immediately following adoption on second and final reading.

[Remainder of page left blank intentionally]

INTRODUCED, READ AND ADOPTED ON FIRST READING AS AN EMERGENCY ORDINANCE
AND ORDERED PUBLISHED THIS 1ST DAY OF NOVEMBER, 2022.

Published in: Fort Lupton Press

Publication date: November 10, 2022

FINALLY ADOPTED AS AN EMERGENCY ORDINANCE AND ORDERED PUBLISHED BY
TITLE THIS 29th DAY OF NOVEMBER, 2022.

Published in: Fort Lupton Press

Publication date: _____, 2022

[CITY SEAL]

By: _____
Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

STATE OF COLORADO)
)
COUNTY OF WELD) SS.
)
CITY OF FORT LUPTON)

I, Maricela Peña, the duly appointed, qualified and acting City Clerk of the City of Fort Lupton, Colorado (the “City”) do hereby certify:

1. That the foregoing pages are a true, correct, and complete copy of an ordinance adopted by the City Council of the City constituting the governing body of the City (the “City Council”), by vote had and taken at an open, regular meeting of the City Council held at the City Hall, in Fort Lupton, Colorado, on November 1, 2022 and an open, special meeting of the City Council held at the City Hall, in Fort Lupton, Colorado, on November 29, 2022, each convening at the hour of 6:00 p.m., as recorded in the regular book of official records of the proceedings of said City kept in my office.

2. The adoption of the Ordinance on first reading was duly moved and seconded and the Ordinance was adopted by an affirmative vote of a majority of the members of the City Council at the regular meeting of the City Council on November 1, 2022, as follows:

Name	“Yes”	“No”	Absent	Abstain
Zo Hubbard, Mayor				
Valerie Blackston				
David Crespín				
Chris Ceretto				
Claud Hanes				
Carlos Barron				
Bruce Fitzgerald				

3. The adoption of the Ordinance on second and final reading as an emergency ordinance was duly moved and seconded and the Ordinance was adopted by an affirmative vote of a 3/4 of the members of the City Council (6 affirmative votes of 7) at the special meeting of the City Council on November 29, 2022, as follows:

Name	"Yes"	"No"	Absent	Abstain
Zo Hubbard, Mayor				
Valerie Blackston				
David Crespín				
Chris Ceretto				
Claud Hanes				
Carlos Barron				
Bruce Fitzgerald				

4. The members of the City Council were present at the meeting and voted on the passage of such Ordinance as set forth above.

5. There are no bylaws, rules, or regulations of the City Council which might prohibit the adoption of said Ordinance

6. That notices of the regular meeting on November 1, 2022 and special meeting on November 29, 2022, in the forms attached hereto as **Exhibit A**, were posted in a designated public place within the boundaries of the City no less than twenty-four hours prior to the meeting as required by law.

7. The Ordinance was published in the *Fort Lupton Press*, a newspaper of general circulation in the City, after its first and second readings, in accordance with the laws of the State. The affidavits of publication are attached hereto as **Exhibit B**.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said
City this 29th day of November, 2022.

(SEAL)

Maricela Peña, City Clerk

EXHIBIT A

(Attach Meeting Notices)

EXHIBIT B

(Attach Affidavits of Publication)

WATER POLLUTION CONTROL REVOLVING FUND

LOAN AGREEMENT

BETWEEN

**COLORADO WATER RESOURCES AND POWER
DEVELOPMENT AUTHORITY**

AND

**CITY OF FORT LUPTON, COLORADO, ACTING BY AND THROUGH
ITS WASTEWATER ACTIVITY ENTERPRISE**

DATED

Direct Loan - Revenue Pledge – Open Funded

LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of this ____ day of _____ 2022, by and between **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), a body corporate and political subdivision of the State of Colorado, and the **CITY OF FORT LUPTON, COLORADO, ACTING BY AND THROUGH ITS WASTEWATER ACTIVITY ENTERPRISE** (the "Governmental Agency").

WITNESSETH THAT:

WHEREAS, the United States of America, pursuant to the federal Water Quality Act of 1987, requires increased state and local participation in the financing of the costs of wastewater treatment projects and said federal Water Quality Act requires each state to establish a water pollution control revolving fund to be administered by an instrumentality of the state.

WHEREAS, the Authority was created to initiate, acquire, construct, maintain, repair, and operate or cause to be operated water management projects which include wastewater treatment facilities;

WHEREAS, Section 37-95-107.6, Colorado Revised Statutes has created a Water Pollution Control Revolving Fund to be administered by the Authority that will enable the State of Colorado to comply with the provisions of said federal Water Quality Act of 1987;

WHEREAS, the Authority and the United States Environmental Protection Agency have entered into an Operating Agreement and 1989 Capitalization Grant Agreement for the Water Pollution Control Revolving Fund;

WHEREAS, the Authority has determined to loan certain sums to governmental agencies in Colorado to finance all or a portion of the costs of certain water management projects, which loans are subject to the requirements of applicable federal law, regulations, and guidelines then in effect;

WHEREAS, the terms and conditions of currently applicable federal law, regulations, and guidelines allow the Authority to exercise its discretion to forgive a portion (up to 100%) of the loan principal for amounts loaned to qualifying governmental agencies for qualifying water management projects;

WHEREAS, the Governmental Agency has made timely application to the Authority for a loan to finance all or a portion of the cost of a wastewater treatment facility;

WHEREAS, the Colorado Legislature has approved a project eligibility list that includes the Project proposed by the Governmental Agency to be financed hereunder;

WHEREAS, the Authority has approved the Governmental Agency's application for a loan from funds available in the Water Pollution Control Revolving Fund in an amount not to exceed the amount of the Loan Commitment set forth in Paragraph (4) of Exhibit B hereto to finance all or a portion of the cost of the Project of the Governmental Agency, and the Authority has approved the application of Principal Forgiveness funds to that portion of the Loan as set forth in Exhibit B;

WHEREAS, the Governmental Agency will issue its bond to the Authority to evidence said loan and its obligations hereunder to the Authority;

NOW THEREFORE, for and in consideration of the award of the loan by the Authority, the Governmental Agency agrees to perform its obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Act" means the "Colorado Water Resources and Power Development Authority Act," being Section 37-95-101 et seq. of the Colorado Revised Statutes, as the same may from time to time be amended and supplemented.

"Administrative Fee" means the semi-annual fee for administration of the Loan as set forth on Exhibit C hereto, payable as a part of the Loan Repayment under paragraph 3.03.

"Authority" means the Colorado Water Resources and Power Development Authority, a body corporate and political subdivision of the State of Colorado duly created and validly existing under and by virtue of the Act.

"Authorized Officer" means, in the case of the Governmental Agency, the person whose name is set forth in Paragraph (7) of Exhibit B hereto or such other person or persons authorized pursuant to a resolution or ordinance of the governing body of the Governmental Agency to act as an Authorized Officer of the Governmental Agency to perform any act or execute any document relating to the Loan, the Governmental Agency Bond, or this Loan Agreement, whose name is furnished in writing to the Authority.

"Commencement Date" means the date of commencement of the term of this Loan Agreement, as set forth in Paragraph (1) of Exhibit B attached hereto and made a part hereof.

"Cost" means those costs that are eligible to be funded are reasonable, necessary and allocable to the Project and are associated with the approved scope of work, the plans and specifications, and change orders and are permitted by generally accepted accounting principles to be costs of the Project.

"Event of Default" means any occurrence or event specified in Section 5.01 hereof.

"Federal Capitalization Agreement" means the instrument or agreement established or entered into by the United States of America Environmental Protection Agency and the Authority to make capitalization grant payments pursuant to the federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.)

"Governmental Agency" means the entity that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assigns.

"Governmental Agency Bond" means the bond executed and delivered by the Governmental Agency to the Authority to evidence the Loan and its obligations to the Authority pursuant to the Loan, the form of which is attached hereto as Exhibit D and made a part hereof.

"Loan" means the loan made by the Authority to the Governmental Agency to finance or refinance a portion of the Cost of the Project pursuant to this Loan Agreement. For all purposes of this Loan Agreement, the principal amount of the Loan at any time shall be the amount of the Loan Commitment set forth in Paragraph (4) of Exhibit B attached hereto and made a part of this Loan Agreement.

"Loan Agreement" means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified, or amended from time to time in accordance with the terms hereof.

"Loan Closing" means the date upon which the Loan herein shall be closed as set forth in Paragraph 3.09.

"Loan Repayments" means the payments payable by the Governmental Agency pursuant to Section 3.03 of this Loan Agreement, including payments payable under the Governmental Agency Bond.

"Loan Term" means the term of this Loan Agreement provided in Paragraph (5) of Exhibit B attached hereto and made a part hereof, subject to the Principal Forgiveness clause set forth in Paragraph (10) of Exhibit B, if applicable. If the Loan is prepaid in its entirety pursuant to Section 3.07, the Loan Term shall automatically terminate.

"Pledged Property" means the source of repayment described in Paragraph (3) of Exhibit A to this Loan Agreement attached hereto and made a part hereof.

"Prime Rate" means the prevailing commercial interest rate announced by the Wall Street Journal from time to time, or, if the Wall Street Journal ceases announcing a prime rate, shall be the prevailing commercial interest rate announced by Citibank, N.A. as its prime lending rate.

"Principal Forgiveness", "Up-Front Principal Forgiveness", and "Post-Closing Principal Forgiveness" means forgiveness of the Governmental Agency's obligation to repay up to 100% of the principal amount of the Loan, whether contemporaneously with Loan Closing (Up-Front Principal Forgiveness, in the amount set forth in paragraph 4(a) of Exhibit B, if applicable) or at any point subsequent to Closing (Post-Closing Principal Forgiveness), in a manner to be effectuated as provided in paragraph (10) of Exhibit B, attached hereto and made a part hereof.

"Project" means the project of the Governmental Agency described in Paragraph (1) of Exhibit A attached hereto and made a part hereof, all or a portion of the Cost of which is financed or refinanced by the Authority through the making of the Loan under this Loan Agreement.

"Project Loan Account" means the Project Loan Account established within the Water Pollution Control Revolving Fund.

"System" means the wastewater treatment system of the Governmental Agency, described in Paragraph (2) of Exhibit A, including the Project, described in Paragraph (1) of Exhibit A attached hereto and made a part hereof, for which the Governmental Agency is making the borrowing under this Loan Agreement, as such System may be modified, replaced, or expanded from time to time.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF GOVERNMENTAL AGENCY

SECTION 2.01. Representations of Governmental Agency. The Governmental Agency represents for the benefit of the Authority:

(a) Organization and Authority.

(i) The Governmental Agency is a governmental agency as defined in the Act and as described in the first paragraph of this Loan Agreement.

(ii) The Governmental Agency has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate, and maintain the System, other than licenses and permits relating to the construction and acquisition of the Project, that the Governmental Agency expects to receive in the ordinary course of business; to carry on its activities relating thereto; and to undertake and complete the Project. The Governmental Agency has full legal right and authority to execute and deliver this Loan Agreement to execute, issue, and deliver the Governmental Agency Bond; and to carry

out and consummate all transactions contemplated by this Loan Agreement and the Governmental Agency Bond. The Project is on the water pollution control project eligibility list approved by the General Assembly of the State of Colorado pursuant to the Act and is a project that the Governmental Agency may undertake pursuant to Colorado law, and for which the Governmental Agency is authorized by law to borrow money.

(iii) The proceedings of the Governmental Agency's governing members and voters, if a referendum is necessary, approving this Loan Agreement and the Governmental Agency Bond and authorizing their execution, issuance, and delivery on behalf of the Governmental Agency, and authorizing the Governmental Agency to undertake and complete the Project, or to cause the same to be undertaken and completed, have been duly and lawfully adopted and approved in accordance with the laws of Colorado, and such proceedings were duly approved and published, if necessary, in accordance with applicable Colorado law, at a meeting or meetings that were duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present and acting throughout.

(iv) This Loan Agreement has been, and the Governmental Agency Bond when delivered at the Loan Closing will have been, duly authorized, executed, and delivered by an Authorized Officer of the Governmental Agency; and, assuming that the Authority has all the requisite power and authority to authorize, execute, and deliver, and has duly authorized, executed, and delivered, this Loan Agreement, this Loan Agreement constitutes, and the Governmental Agency Bond when delivered to the Authority will constitute, the legal, valid, and binding obligations of the Governmental Agency in accordance with their respective terms; and the information contained under "Description of the Loan" on Exhibit B attached hereto and made a part hereof is true and accurate in all material respects.

(b) Full Disclosure.

To the knowledge of the Governmental Agency, there is no fact that the Governmental Agency has not disclosed to the Authority in writing on the Governmental Agency's application for the Loan or otherwise that materially adversely affects the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency or the System, or the ability of the Governmental Agency to make all Loan Repayments, or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(c) Pending Litigation.

Except as disclosed to the Authority in writing, there are no proceedings pending, or, to the knowledge of the Governmental Agency threatened, against or affecting the Governmental Agency, in any court, or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency or the System,

or the ability of the Governmental Agency to make all Loan Repayments, or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(d) Compliance with Existing Laws and Agreements.

The authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond by the Governmental Agency, the observance and performance by the Governmental Agency of its duties, covenants, obligations, and agreements thereunder, and the consummation of the transactions provided for in this Loan Agreement and in the Governmental Agency Bond; the compliance by the Governmental Agency with the provisions of this Loan Agreement and the Governmental Agency Bond; and the undertaking and completion of the Project; will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon, any property or assets of the Governmental Agency pursuant to any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement, or other instrument (other than the lien and charge of this Loan Agreement and the Governmental Agency Bond) to which the Governmental Agency is a party or by which the Governmental Agency, the System, or any of the property or assets of the Governmental Agency may be bound, and such action will not result in any violation of the provisions of the charter or other document pursuant to which the Governmental Agency was established, or of any laws, ordinances, resolutions, governmental rules, regulations, or court orders to which the Governmental Agency, the System, or the properties or operations of the Governmental Agency are subject.

(e) No Defaults.

No event has occurred and no condition exists that, upon authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond, or receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Governmental Agency is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party, or by which it, the System, or its property, may be bound, which violation would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency or the System, or the ability of the Governmental Agency to make all Loan Repayments, or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(f) Governmental Consent.

The Governmental Agency has obtained all permits and approvals required to date by any governmental body or officer for the making, observance, and performance by the Governmental Agency of its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond, or for the undertaking or completion of the Project and the financing or refinancing thereof; and the Governmental Agency has complied

with all applicable provisions of law requiring any notification, declaration, filing, or registration with any governmental body or officer in connection with the making, observance, and performance by the Governmental Agency of its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond, or with the undertaking or completion of the Project and the financing or refinancing thereof. Other than those relating to the construction and acquisition of the Project, which the Governmental Agency expects to receive in the ordinary course of business, no consent, approval, or authorization of, or filing, registration, or qualification with, any governmental body or officer that has not been obtained is required on the part of the Governmental Agency as a condition to the authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law.

The Governmental Agency:

(i) is in compliance with all laws, ordinances, governmental rules, and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Governmental Agency to conduct its activities or to undertake or complete the Project, or the condition (financial or otherwise) of the Governmental Agency or the System; and

(ii) has obtained all licenses, permits, franchises, or other governmental authorizations presently necessary for the ownership of its property, or for the conduct of its activities that, if not obtained, would materially adversely affect the ability of the Governmental Agency to conduct its activities or to undertake or complete the Project, or the condition (financial or otherwise) of the Governmental Agency or the System.

(h) Use of Proceeds.

The Governmental Agency will apply the proceeds of the Loan from the Authority as described in Exhibit B attached hereto and made a part hereof (i) to finance all or a portion of the Cost; and (ii) where applicable, to reimburse the Governmental Agency for a portion of the Cost, which portion was paid or incurred in anticipation of reimbursement by the Authority.

SECTION 2.02. Particular Covenants of the Governmental Agency.

(a) Pledge of Source of Repayment.

The Governmental Agency irrevocably pledges and grants a lien upon the source of repayment described in Paragraph (3) of Exhibit A for the punctual payment of the principal of and the interest on the Loan, and all other amounts due under this Loan Agreement and the Governmental Agency Bond according to their respective terms.

(b) Performance Under Loan Agreement; System Maintenance; Compliance with Covenants.

The Governmental Agency covenants and agrees to maintain the System in good repair and operating condition; to cooperate with the Authority in the observance and performance of the respective duties, covenants, obligations and agreements of the Governmental Agency and the Authority under this Loan Agreement; and, to comply with the covenants described in the Exhibits to this Loan Agreement.

(c) Completion of Project and Provision of Moneys Therefor.

The Governmental Agency covenants and agrees to exercise its best efforts in accordance with prudent wastewater utility practice to complete the Project and to provide from the Pledged Property or other sources available to it all moneys, in excess of the total amount of loan proceeds it receives under the Loan, required to complete the Project.

(d) Disposition of the System.

Except for the disposal of the System that the Governmental Agency determines are no longer necessary for the operation of the System during the Loan Term, the Governmental Agency shall not sell, lease, abandon, or otherwise dispose of, all or substantially all, or any substantial portion, of the System or any other system that provides revenues to provide for the payment of this Loan Agreement or the Governmental Agency Bond, except on ninety (90) days' prior written notice to the Authority and, in any event, shall not so sell, lease, abandon, or otherwise dispose of the same unless the following conditions are met: (i) the Governmental Agency shall assign this Loan Agreement in accordance with Section 4.02 hereof and its rights and interests hereunder to the purchaser or lessee of the System, and such purchaser or lessee shall expressly assume all duties, covenants, obligations, and agreements of the Governmental Agency under this Loan Agreement in writing; and (ii) the Authority shall by appropriate action determine that such sale, lease, abandonment or other disposition will not adversely affect the Authority's ability to meet its duties, covenants, obligations, and agreements under the Act, the Federal Clean Water Act, the Safe Drinking Water Act, or any agreement between the Authority or the State of Colorado relating to any capitalization grant received by the Authority or the State of Colorado under the Federal Clean Water Act, the Safe Drinking Water Act, and in its sole discretion, approve such sale, lease, abandonment, or other disposition.

(e) Inspections; Information.

During the Loan Term, the Governmental Agency shall permit the Authority to examine, visit, and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of, any accounts, books, and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments, and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the Authority may reasonably require in connection therewith. In addition, the Governmental Agency shall provide the Authority with copies of any official statements or other forms of offering prospectus relating to any other bonds, notes, or other indebtedness of the Governmental Agency secured from the Pledged Property and issued

after the date of this Loan Agreement. At the discretion of the Authority, the Governmental Agency may be required to provide unaudited quarterly financial reports to the Authority.

(f) Cost of Project.

The Governmental Agency certifies that the Estimated Cost of the Project, as listed in Paragraph (3) of Exhibit B hereto and made a part hereof, is a reasonable and accurate estimation, and that upon direction of the Authority it shall supply the Authority with a certificate from its engineer stating that such cost is a reasonable and accurate estimation, taking into account investment income to be realized during the course of the Project, and other money that would, absent the Loan, have been used to pay the Estimated Cost of the Project.

(g) Reimbursement for Ineligible Costs.

The Governmental Agency shall promptly reimburse the Authority for any portion of the Loan that is determined not to be a Cost of the Project and that would not be eligible for funding from draws under the Water Pollution Control Revolving Fund. Such reimbursement shall be promptly repaid to the Authority upon written request of the Authority with interest on the amount to be reimbursed at the rate set forth for the Loan.

(h) Advertising.

The Governmental Agency agrees not to advertise the Project for bids until plans and specifications for the Project, if such plans and specifications require approval, have been approved by the State Department of Public Health and Environment.

(i) Commencement of Construction.

Within twelve (12) months after the Loan Closing, the Governmental Agency shall initiate construction of the Project.

(j) Interest in Project Site.

As a condition of the Loan, the Governmental Agency will demonstrate to the satisfaction of the Authority before advertising for bids for construction that the Governmental Agency has or will have a fee simple or such other estate or interest in the site of the Project, including necessary easements and rights-of-way, as the Authority finds sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project for the estimated life of the Project.

(k) No Lobbying.

No portion of the Loan shall be used for lobbying or propaganda as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

(l) Operation and Maintenance of System.

The Governmental Agency covenants and agrees that it shall, in accordance with prudent wastewater utility practice: (i) at all times operate the properties of its System and any business in connection therewith in an efficient manner; (ii) maintain its System in good repair, working order and operating condition; (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments, and improvements with respect to its System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted; provided, however, this covenant shall not be construed as requiring the Governmental Agency to expend any funds that are derived from sources other than the operation of its System or other receipts of such System that are not pledged under subsection (a) of this Section 2.02, and provided further that nothing herein shall be construed as preventing the Governmental Agency from doing so.

(m) Records; Accounts.

During the Loan Term, the Governmental Agency shall keep accurate records and accounts for its System (the "System Records"), separate and distinct from its other records and accounts (the "General Records"). Such System Records, including project accounts, shall be maintained in accordance with generally accepted accounting principles, generally accepted government accounting standards, including standards related to the reporting of infrastructure assets and System Records and General Records shall be made available for inspection by the Authority at any reasonable time.

(n) Audits.

(i) If the Governmental Agency's System Records or General Records are audited annually by an independent accountant, then it must provide a copy of such annual audit(s) including all written comments and recommendations of the accountant preparing the audit to the Authority within 210 days of the close of the fiscal year audited, and the Governmental Agency shall cause its independent auditor to file with the Authority a report to the effect that the Governmental Agency is not in default of its Rate Covenant, Paragraph (1) of Exhibit F; Operations and Maintenance Reserve Fund Covenant, Paragraph (5) of Exhibit F; or Lien Representation, Paragraph (4) of Exhibit F under this Loan Agreement, which report may be a part of the annual audit or a separate document.

(ii) If the Governmental Agency's annual revenues are greater than \$100,000 but less than or equal to \$750,000, then, within 210 days of the close of the fiscal year, the Governmental Agency must provide the Authority with a completed CPA Review that includes findings to the effect that the Governmental Agency is not in default of its Rate Covenant, Paragraph (1) of Exhibit F; Operations and Maintenance Reserve Fund

Covenant, Paragraph (5) of Exhibit F; or Lien Representation, Paragraph (4) of Exhibit F under this Loan Agreement.

(iii) If the Governmental Agency's annual revenues are less than or equal to \$100,000, then, within 210 days of the close of the fiscal year, the Governmental Agency must provide the Authority with a completed CPA Compilation that includes findings to the effect that the Governmental Agency is not in default of its Rate Covenant, Paragraph (1) of Exhibit F; Operations and Maintenance Reserve Fund Covenant, Paragraph (5) of Exhibit F; or Lien Representation, Paragraph (4) of Exhibit F under this Loan Agreement.

(o) Insurance.

During the Loan Term, the Governmental Agency shall maintain or cause to be maintained in force, insurance policies with responsible insurers or self-insurance programs providing against risk of direct physical loss, damage, or destruction of its System, at least to the extent that similar insurance is usually carried by utilities constructing, operating, and maintaining utility system facilities of the nature of the Governmental Agency's System, including liability coverage. The Governmental Agency shall pay all insurance premiums for coverage required hereby from revenues derived from the operation of the System. Nothing herein shall be deemed to preclude the Governmental Agency from asserting against any party, other than the Authority, a defense that may be available to the Governmental Agency, including, without limitation, a defense of governmental immunity.

(p) Notice of Material Adverse Change.

During the Loan Term, (i) the Governmental Agency shall promptly notify the Authority of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Governmental Agency relating to its System, or its ability to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement; (ii) the Governmental Agency shall promptly notify the Authority of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Governmental Agency relating to its ability to make all Loan Repayments from the Pledged Property, or its ability to otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(q) Hiring Requirements.

The Governmental Agency agrees to comply with all applicable state laws regarding hiring requirements.

(r) Continuing Representations.

The representations of the Governmental Agency contained herein shall be true at the time of the execution of this Loan Agreement and the Governmental Agency covenants not to take any action that would cause them not to be true at all times during the Loan Term.

(s) Archeological Artifacts.

In the event that archeological artifacts or historical resources are unearthed during construction excavation, the Governmental Agency shall stop or cause to be stopped, construction activities and will notify the State Historic Preservation Office and the Authority of such unearthing.

(t) Federal Clean Water Act.

The Governmental Agency covenants to meet the requirements of or otherwise be treated under Section 204(d)(2) of the Clean Water Act, which requires that, one year after the date of completion of construction and initiation of operation the owner/operator of the treatment works must certify that the facility meets design specifications and effluent limitations included in its permit (40 CFR 35.2218(c), (d) and (e)(2): Project Performance).

(u) Additional Covenants and Requirements.

Additional covenants and requirements are included on Exhibit F attached hereto and made a part hereof. The Governmental Agency agrees to observe and comply with each such additional covenant and requirement included on Exhibit F.

ARTICLE III

LOAN TO GOVERNMENTAL AGENCY; AMOUNTS PAYABLE; GENERAL AGREEMENTS

SECTION 3.01. The Loan. The Authority hereby agrees to loan and disburse to the Governmental Agency in accordance with Section 3.02 hereof, and the Governmental Agency agrees to borrow and accept from the Authority, the Loan in the principal amount equal to the Loan Commitment set forth in Paragraph (4) of Exhibit B attached hereto and made a part hereof as such Loan Commitment may be revised to reflect a reduction in the Cost of the Project prior to the initial Loan Repayment; provided, however, that the Authority shall be under no obligation to make the Loan if (i) the Governmental Agency does not deliver its Governmental Agency Bond to the Authority on the Loan Closing, or (ii) an Event of Default has occurred and is continuing under this Loan Agreement. The Governmental Agency shall use the proceeds of the Loan strictly in accordance with Section 2.01(h) hereof.

SECTION 3.02. Disbursement of the Loan. The Authority has created in the Water Pollution Control Revolving Fund a Project Loan Account for this Project from which the Costs of the Project shall be paid. Amounts shall be transferred into the Project Loan Account and disbursed to the Governmental Agency upon receipt of a requisition executed by an Authorized Officer,

and approved by the Authority and the State Department of Public Health and Environment, in the form set forth in Exhibit G; provided that the Disbursement of the Loan may be withheld if the Governmental Agency is not complying with any of the covenants and conditions in the Loan Agreement.

SECTION 3.03. Amounts Payable.

(a) The Governmental Agency shall repay the principal of, interest on, and Administrative Fee on the Loan, , after accounting for the reduction in the principal of the Loan due to application of Up-Front Principal Forgiveness at Closing, by making Loan Repayments **semi-annually on May 1st and November 1st** in accordance with the schedule set forth on Exhibit C attached hereto and made a part hereof, as the same may be amended or modified, commencing on the Loan Repayment Commencement Date set forth in Paragraph (9) of Exhibit B.

The Governmental Agency shall execute the Governmental Agency Bond to evidence its obligations to make Loan Repayments and the obligations of the Governmental Agency under the Governmental Agency Bond shall be deemed to be amounts payable under this Section 3.03. Each Loan Repayment shall be deemed to be a credit against the corresponding obligation of the Governmental Agency under this Section 3.03 and shall fulfill the Governmental Agency's obligation to pay such amount hereunder and under the Governmental Agency Bond. Each payment made pursuant to this Section 3.03 shall be applied first to interest, then due and payable, as set forth in Exhibit C, then to the Administrative Fee, then due and payable, as set forth in Exhibit C, and then to principal as set for in Exhibit C.

(b) In addition to the payments required by subsection (a) of this Section 3.03, the Governmental Agency shall pay a late charge for any payment that is received by the Authority later than the tenth (10th) day following its due date, in an amount equal to the greater of twelve percent (12%) per annum or the Prime Rate plus one half of one percent per annum on such late payment from its due date to the date it is actually paid; provided, however, that the interest rate payable on the Loan including such late charge shall not be in excess of the maximum rate permitted by law as of the date hereof.

(b) Loan Repayments pursuant to this Section 3.03 shall be made by electronic means (either by bank wire transfer or by Automated Clearing House “ACH” transfer).

SECTION 3.04. Loan Repayment – Principal Forgiveness. [only insert if Up-Front Principal Forgiveness is awarded] The Authority has determined to apply Up-Front Principal Forgiveness to the principal amount of the Loan in an amount identified in Exhibit B, Part (4)(a). The amount of Up-Front Principal Forgiveness set forth in Exhibit B, Part (4)(a), will not need to be repaid. Further, at the discretion of the Authority, and if such funds are available and the Governmental Agency is deemed eligible, the Loan may be forgiven in an amount up to 100% of the principal amount of the Loan pursuant to the terms and conditions of the current Capitalization Grant, in a manner to be effectuated as set forth in Paragraph 10 of Exhibit B attached hereto and made a part hereof. If 100% of the principal is forgiven, then at the Authority’s sole discretion and subject to Exhibit B, Paragraph 10(c), the Authority also may

waive payment of any interest accrued on the principal through the Effective Date of 100% Principal Forgiveness (defined in Exhibit B, Paragraph 10(a)(i)).

SECTION 3.05. Unconditional Obligations. The Loan Repayments and all other payments required hereunder are payable solely from the Pledged Property. The obligation of the Governmental Agency to make the Loan Repayments and all other payments required hereunder shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while any payments due under the Loan Agreement remain unpaid regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of the purpose, any change in the laws of the United States of America or of the State of Colorado or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project or this Loan Agreement or any rights of set-off, recoupment, abatement or counterclaim that the Governmental Agency might otherwise have against the Authority or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 3.06. Disclaimer of Warranties and Indemnification. The Governmental Agency acknowledges and agrees that (i) the Authority makes no warranty or representation, either express or implied as to the value, design, condition, merchantability, or fitness for particular purpose, or fitness for any use, of the Project or any portions thereof, or any other warranty or representation with respect thereto; (ii) in no event shall the Authority or its agents be liable or responsible for any direct, incidental, indirect, special, or consequential damages in connection with or arising out of this Loan Agreement, or the Project, or the existence, furnishing, functioning, or use of the Project, or any item or products or services provided for in this Loan Agreement; and (iii) to the extent authorized by law, the Governmental Agency shall indemnify, save, and hold harmless the Authority against any and all claims, damages, liability, and court awards, including costs, expenses, and attorney fees incurred as a result of any act or omission by the Governmental Agency, or its employees, agents, or subcontractors pursuant to the terms of this Loan Agreement, provided, however, that the provisions of this clause (iii) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to the Colorado Governmental Immunity Act (Section 24-10-101, et seq. C.R.S.), or under the laws of the United States or the State of Colorado.

SECTION 3.07. Option to Prepay Loan Repayments. The Governmental Agency may prepay the Loan Repayments, in whole or in part without penalty upon prior written notice (unless otherwise waived by the Authority) of not less than thirty (30) days. Prepayments shall be applied first to accrued interest and then to principal on the Loan. The Authority will amend Exhibit C to reflect any prepayment of the principal amount of the Loan.

SECTION 3.08. Source of Payment of Governmental Agency's Obligations. The Authority and the Governmental Agency agree that the amounts payable by the Governmental Agency under this Loan Agreement, including, without limitation, the amounts payable by the Governmental Agency pursuant to Section 3.03, Section 3.05, Section 3.06, and Section 5.04 of

this Loan Agreement are payable solely from the Pledged Property, and are not payable from any other source whatsoever; provided, however, that the Governmental Agency at its option, may elect to make payment from any source available to it.

SECTION 3.09. Loan Closing. The Loan shall be closed and become effective as follows:

(a) The Governmental Agency will deliver each of the following items to the Authority:

- (i) executed counterparts of this Loan Agreement;
- (ii) the executed Governmental Agency Bond in the form attached hereto as Exhibit D.
- (iii) copies of the resolutions or ordinances of the governing body of the Governmental Agency authorizing the execution and delivery of this Loan Agreement and the Governmental Agency Bond, certified by an Authorized Officer of the Governmental Agency;
- (iv) an opinion of the Governmental Agency's counsel substantially in the form set forth in Exhibit E-1 hereto (such opinion or portions of such opinion may be given by one or more counsel); provided, however, that the Authority may in its discretion permit variances in such opinion from the form or substance of such Exhibit E-1 if such variances are not to the material detriment of the interests of the Authority;
- (v) an opinion of the Governmental Agency's Bond Counsel substantially in the form set forth in Exhibit E-2 hereto. Such opinion must be rendered by Bond Counsel listed in the Directory of Bond Counsel published by the Bond Buyer (the "Red Book"); and
- (vi) such other certificates, documents, opinions and information as the Authority may require.

(b) Upon receipt of the foregoing documents, the Authority shall obligate the amount of the Loan Commitment set forth in Paragraph (4) of Exhibit B, and make the amount of the Loan available for the Project in accordance with the terms of this Loan Agreement.

SECTION 3.10. Limited Recourse. No recourse shall be had for the payment of the principal of or interest on the Governmental Agency Bond or for any claim based thereon or upon any obligation, covenant, or agreement contained in this Loan Agreement against any individual past, present, or future officer, employee, or agent of the Governmental Agency, but any recourse shall be solely against the Governmental Agency.

ARTICLE IV

ASSIGNMENT

SECTION 4.01. Assignment and Transfer by Authority. The Governmental Agency expressly acknowledges that other than the right, title, and interest of the Authority under Section 3.05, Section 5.04, and Section 5.07, all right, title, and interest of the Authority in, to, and under this Loan Agreement and the Governmental Agency Bond, including, without limitation, the right to receive payments required to be made by the Governmental Agency hereunder, and to compel or otherwise enforce observance and performance by the Governmental Agency of its other duties, covenants, obligations, and agreements hereunder, may be transferred, assigned, and reassigned in whole or in part by the Authority at its sole discretion to one or more assignees or subassignees at any time subsequent to their execution without the necessity of obtaining the consent of, but after giving prior written notice to, the Governmental Agency.

The Authority shall retain the right to compel or otherwise enforce observance and performance by the Governmental Agency of its duties, covenants, obligations, and agreements under Section 3.05 and Section 5.04.

SECTION 4.02. Assignment by Governmental Agency. Neither this Loan Agreement nor the Governmental Agency Bond may be assigned or delegated by the Governmental Agency for any reason, unless the following conditions shall be satisfied: (i) the Authority shall have approved said assignment in writing; (ii) the assignee shall be a governmental agency as defined by the Act, and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Governmental Agency's duties, covenants, agreements, and obligations under the Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations, or agreements of the Governmental Agency under the Loan Agreement; and (iv) the Authority shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority with, or condition of any grant received by the Authority from, the United States of America relating to the Federal Capitalization Agreement or any capitalization grant received by the Authority or the State under the Federal Clean Water Act.

No assignment or delegation shall relieve the Governmental Agency from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Governmental Agency shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Event of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) failure by the Governmental Agency to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due, which failure shall continue for a period of thirty (30) days;

(b) failure by the Governmental Agency to make, or cause to be made, any required payments of interest and principal, redemption premium, if any, and interest on any bonds, notes, or other obligations of the Governmental Agency for borrowed money (other than the Loan and the Governmental Agency Bond), after giving effect to the applicable grace period, the payments of which are secured by the Pledged Property;

(c) failure by the Governmental Agency to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement other than as referred to in Paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Agency; provided, however, that if the failure stated in such notice is correctable, but cannot be corrected within the applicable period, the Authority may consent to an extension of such time if corrective action is instituted by the Governmental Agency within the applicable period and diligently pursued until the Event of Default is corrected;

(d) any representation made by or on behalf of the Governmental Agency contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect; or

(e) (i) a petition is filed by or against the Governmental Agency under any federal or state bankruptcy or insolvency law, or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Governmental Agency such petition shall be dismissed within thirty (30) days after such filing, and such dismissal shall be final and not subject to appeal; or (ii) the Governmental Agency shall become insolvent, or bankrupt or make an assignment for the benefit of its creditors; or (iii) custodian (including, without limitation, a receiver, liquidator, or trustee of the Governmental Agency or any of its property) shall be appointed by court order, or take possession of the Governmental Agency, or its property or assets, if such order remains in effect, or such possession continues, for more than thirty (30) days.

SECTION 5.02. Notice of Default. The Governmental Agency shall give the Authority prompt telephonic notice of the occurrence of any Event of Default referred to in Section 5.01 at such time as any senior administrative or financial officer of the Governmental Agency becomes aware of the existence thereof. Any telephonic notice pursuant to this Section 5.02 shall be confirmed by the Governmental Agency in writing as soon as practicable.

SECTION 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the Authority shall have the right to withhold disbursement of Loan funds remaining, and take such other action at law or in equity as may appear necessary to enforce the performance and observance of any duty, covenant, obligation, or agreement of the Governmental Agency hereunder, including, without limitation, appointment ex parte of a receiver of the System.

SECTION 5.04. Attorney's Fees and Other Expenses. In the Event of Default, the Governmental Agency shall on demand pay to the Authority the reasonable fees and expenses of

attorneys, and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred by the Authority in the collection of Loan Repayments or any other sum due hereunder, or in the enforcement of the performance or observation of any other duties, covenants, obligations, or agreements of the Governmental Agency.

SECTION 5.05. Application of Moneys. Any moneys collected by the Authority pursuant to Section 5.03 hereof shall be applied (a) first, to pay any attorney's fees, or other fees and expenses owed by the Governmental Agency pursuant to Section 5.04 hereof, (b) second, to pay interest due and payable on the Loan, and (c) third, to pay principal due and payable on the Loan, and (d) fourth, to pay any other amounts due and payable under this Loan Agreement.

SECTION 5.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement, or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy, or power accruing upon any Event of Default shall impair any such right, remedy, or power, or shall be construed to be a waiver thereof, but any such right, remedy, or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

SECTION 5.07. Retention of Authority's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Governmental Agency at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Governmental Agency to the Authority pursuant to Section 5.04, Section 3.03, and Section 3.05 hereof.

SECTION 5.08. Default by the Authority. In the event of any default by the Authority under any covenant, agreement, or obligation of this Loan Agreement, the Governmental Agency's remedy for such default shall be limited to injunction, special action, action for specific performance, or any other available equitable remedy, designed to enforce the performance or observance of any duty, covenant, obligation, or agreement of the Authority hereunder, as may be necessary or appropriate. The Authority shall on demand pay to the Governmental Agency the reasonable fees and expenses of attorneys, and other reasonable expenses, in the enforcement of such performance or observation.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand-delivered or mailed by registered or certified mail, postage prepaid, to the Governmental Agency at the address specified on Exhibit B attached hereto and made a part hereof, and to the Authority, at the following address:

Colorado Water Resources and Power
Development Authority
1580 N. Logan Street, Suite 820
Denver, Colorado 80203-1939
Attention: Executive Director

Such address may be changed by notice in writing.

SECTION 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of, and shall be binding upon, the Authority and the Governmental Agency, and their respective successors and assigns.

SECTION 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect, any other provision hereof.

SECTION 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented, or modified without the prior written consent of the Authority and the Governmental Agency.

SECTION 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

SECTION 6.06. Applicable Law and Venue. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, including the Act. Venue for any action seeking to interpret or enforce the provisions of this Loan Agreement shall be in the Denver District Court.

SECTION 6.07. Consents and Approvals. Whenever the written consent or approval of the Authority shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law, or by rules, regulations or resolutions of the Authority.

SECTION 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit, or describe, the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 6.09. Further Assurances. The Governmental Agency shall, at the request of the Authority, authorize, execute, acknowledge, and deliver, such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments, as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming, the rights and agreements, granted or intended to be granted, by this Loan Agreement and the Governmental Agency Bond.

SECTION 6.10. Recitals. This Loan Agreement is authorized pursuant to and in accordance with the Constitution of the State of Colorado and all other laws of the State of Colorado thereunto enabling. Specifically, but not by way of limitation, this Loan Agreement is authorized by the Governmental Agency pursuant to Title 31, Article 35, Part 4, C.R.S.; Title 37, Article 45.1 C.R.S., and Title 11, Article 57, Part 2, C.R.S and shall so recite in the Governmental Agency Bond. Such recitals shall conclusively impart full compliance with all provisions and limitations of such laws and shall be conclusive evidence of the validity and regularity of the issuance of the Governmental Agency Bond, and the Governmental Agency Bond delivered by the Governmental Agency to the Authority containing such recital shall be incontestable for any cause whatsoever after its delivery for value.

IN WITNESS WHEREOF, the Authority and the Governmental Agency have caused this Loan Agreement to be executed, sealed and delivered, as of the Commencement Date set forth on Exhibit B hereto.

**COLORADO WATER RESOURCES AND
POWER DEVELOPMENT AUTHORITY**

(SEAL)

By: _____
Executive Director

ATTEST:

By: _____
Assistant Secretary

**CITY OF FORT LUPTON, COLORADO,
ACTING BY AND THROUGH ITS
WASTEWATER ACTIVITY ENTERPRISE**

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

IN WITNESS WHEREOF, the Authority and the Governmental Agency have caused this Loan Agreement to be executed, sealed and delivered, as of the Commencement Date set forth on Exhibit B hereto.

**COLORADO WATER RESOURCES AND
POWER DEVELOPMENT AUTHORITY**

(SEAL)

By: _____
Executive Director

ATTEST:

By: _____
Assistant Secretary

**CITY OF FORT LUPTON, COLORADO,
ACTING BY AND THROUGH ITS
WASTEWATER ACTIVITY ENTERPRISE**

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

EXHIBIT A

DESCRIPTION OF THE PROJECT, SYSTEM, AND PLEDGED PROPERTY

(1) **Description of the Project**

The project consists of paying the estimated tap fee for connecting the City of Fort Lupton to the Metro Water Recovery Northern Treatment Plant.

(2) **Description of the System**

"System" shall mean, (i) any facility, plant, works, system, building, structure, improvement, machinery, equipment, fixture or other real or personal property, relating to the collection, treatment, transmission and disposal of wastewater that is owned, operated or controlled by the Governmental Agency, including, without limitation, the Project (ii) any renewal, replacement, addition, modification or improvement to (i) above, and (iii) all real or personal property and rights therein and appurtenances thereto necessary or useful or convenient for the effectiveness of the purposes of the Governmental Agency in the collection, treatment, transmission and disposal of wastewater.

(3) **Pledged Property**

The Pledged Property shall consist of Net Revenue, as defined below:

"Net Revenue" means the Gross Revenue after deducting the Operation and Maintenance Expenses.

"Gross Revenue" means all income and revenues directly or indirectly derived by the Governmental Agency from the operation and use of the System, or any part thereof, including without limitation, any rates, fees (including without limitation plant investment fees and availability fees), and charges for the services furnished by, or the use of, the System, and all income attributable to any past or future dispositions of property or rights, or related contracts, settlements, or judgments held or obtained in connection with the System or its operations, and including investment income accruing from such moneys; provided however, that there shall be excluded from Gross Revenue: ad valorem property taxes; any moneys borrowed and used for providing Capital Improvements; any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account, pledged to the payment of any bonds or other obligations; and any moneys received as grants or appropriations from the United States, the State of Colorado or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom.

“Capital Improvements” means the acquisition of land, easements, facilities and equipment (other than ordinary repairs and replacements), and the construction or reconstruction of improvements, betterments, and extensions, for use by, or in connection with, the System.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the Governmental Agency, paid or accrued, for operating, maintaining and repairing the System, including without limitation legal and overhead expenses of the Governmental Agency directly related to the administration of the System, insurance premiums, audits, professional services, salaries and administrative expenses, labor and the cost of materials and supplies for current operation; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance for depreciation, payments in lieu of taxes or franchise fees, expenses incurred in connection with Capital Improvements, payments due in connection with any bonds or other obligations, and expenses that are otherwise paid from ad valorem property taxes.

EXHIBIT B

DESCRIPTION OF THE LOAN

- (1) Commencement Date:
- (2) Name and Address of Governmental Agency:
City of Fort Lupton, Colorado, Acting By and Through Its _____ Enterprise
- (3) Estimated Cost of the Project: \$25,000,000
- (4) Maximum Principal Amount of Loan Commitment: \$25,000,000
 - (a) Up-Front Principal Forgiveness to be Applied at Closing: \$1,500,000
 - (b) Maximum Total Principal to be Repaid after Application of Up-Front Principal Forgiveness: \$23,500,000
- (5) Loan Term: 30 years, subject to Paragraph (10), below, if applicable.
- (6) Interest Rate: 2.75% annually
- (7) Authorized Officers: (please list at least two people who will be authorized to take action on this loan, including requisitioning funds)
- (8) Loan Repayment Commencement Date:
- (9) Execution Date:
- (10) Principal Forgiveness:
 - (a) **Up-Front Principal Forgiveness:** The amount of principal of the Loan identified as Up-Front Principal Forgiveness in Part (4)(a) above will be forgiven at Closing, provided the Governmental Agency has met each of its obligations and covenants necessary to effect Closing. Exhibit C to the Loan Agreement sets forth the repayment schedule after allowing for the reduction of total Loan principal by the amount of Up-Front Principal Forgiveness applied.

(b) Post-Closing Principal Forgiveness: At the discretion of the Authority, and if such funds are available and the Governmental Agency is deemed eligible, the Loan may be forgiven in an amount up to 100% of the outstanding principal amount of the Loan. At the Authority's sole discretion, and subject to subparagraph (10)(b)(i), below, and only if the amount forgiven is 100% of the outstanding principal of the Loan, the Authority also may waive payment of interest accrued on the amount of principal forgiven through the Effective Date of Post-Closing Principal Forgiveness (defined in Paragraph 10(b)(i)). The Authority will provide written notice (the "Notice of Post-Closing Principal Forgiveness") to the Governmental Agency once the Authority determines to exercise its discretion to grant Post-Closing Principal Forgiveness, that funds are available, and that the Governmental Agency is eligible for such action. The Notice of Post-Closing Principal Forgiveness will set forth the amount, up to 100%, of the outstanding principal amount of the Loan to be forgiven, and whether any accrued interest will be waived. Upon the Governmental Agency's receipt of the Notice of Post-Closing Principal Forgiveness from the Authority, the following terms shall apply:

- (i) If 100% of the principal amount of the Loan is forgiven, then:
 - A. The award of Post-Closing Principal Forgiveness shall be effective as of the date of the Notice of Post-Closing Principal Forgiveness (the "Effective Date of 100% Principal Forgiveness");
 - B. The Authority shall amend the repayment schedule set forth in Exhibit C to acknowledge the Post-Closing Principal Forgiveness award and the Effective Date of 100% Principal Forgiveness and the waiver of any accrued interest as applicable;
 - C. The Authority shall amend the Loan Term to extend from the date of Loan Execution until the date the Water Quality Control Division of the Colorado Department of Health and Environment (the "WQCD") issues certification that all required documents have been submitted and the Governmental Agency has met all Project and Loan requirements;
 - D. The Governmental Agency Bond will be released at the expiration of the Loan Term, as amended; and
 - E. As of the Effective Date of 100% Principal Forgiveness, the following Loan Agreement sections will no longer apply: Section 2.02. (n) Audits; Section 3.03. Amounts Payable; Exhibit A (3) Pledged Property; Exhibit F (1) Rate Covenant; Exhibit B (5) Loan Term; Exhibit B (6) Interest Rate; Exhibit B (8) Loan Repayment Commencement; Exhibit C Repayment Schedule; and all references thereof.
- (ii) If the Governmental Agency receives Post-Closing Principal Forgiveness for less than 100% of the outstanding principal amount of the Loan, then:
 - A. The effective date of the Post-Closing Principal Forgiveness shall be the date of the Notice of Post-Closing Principal Forgiveness from the Authority (the "Effective Date of Partial Principal Forgiveness"); and

- B. Upon the Effective Date of Partial Principal Forgiveness, the Loan Term shall remain as set forth in this Agreement, but the Authority shall amend the Loan Repayment Schedule set forth in Exhibit C to include a revised amortization schedule for the remaining principal amount.
- C. If the Effective Date of Principal Forgiveness, either 100% or Partial, occurs after the Loan Repayment Commencement Date, and the Governmental Agency has paid one or more of the scheduled payments, the Post-Closing Principal Forgiveness, as well as any waived interest accrued on the amount of principal forgiven through the Effective Date of Principal Forgiveness, will be net of any such payments. The Authority will not reimburse the Governmental Agency any amount paid by the Governmental Agency.

EXHIBIT C
REPAYMENT SCHEDULE

EXHIBIT D

GOVERNMENTAL AGENCY BOND

FOR VALUE RECEIVED, the undersigned **CITY OF FORT LUPTON, COLORADO, ACTING BY AND THROUGH ITS WASTEWATER ACTIVITY ENTERPRISE** (the "Governmental Agency"), evidences the issuance of a loan from the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority") in the principal amount of Twenty Five Million and 00/100 Dollars (\$25,000,000), less a \$1,500,000 reduction in the total principal of the Loan due to the application of Bipartisan Infrastructure Law ("BIL") Up-Front Principal Forgiveness as in the amount set forth in Exhibit B, Part (4)(a) of the Loan Agreement dated as of , 2022, by and between the Authority and the Governmental Agency (the "Loan Agreement"), making the Maximum Total Principal to be Repaid after Application of Up-Front Principal Forgiveness Twenty Three Million Five Hundred Thousand (\$23,500,000) as set forth in Exhibit B, Part (4)(b) of the Loan Agreement, or such lesser amount as shall be loaned to the Governmental Agency pursuant to the Loan Agreement, at the times and in the amounts determined as provided in the Loan Agreement, at Two and Three-Fourths of One percent interest, subject to late charges on late payments as provided in Section 3.03 (b) of the Loan Agreement, and payable on the dates and in the amounts determined as provided in the Loan Agreement.

This Governmental Agency Bond is issued pursuant to the Loan Agreement and is issued in consideration of the loan made thereunder (the "Loan") and to evidence the obligations of the Governmental Agency set forth in Section 3.03 thereof. This Governmental Agency Bond is subject to assignment or endorsement in accordance with the terms of the Loan Agreement. All of the definitions, terms, conditions, and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as a part of this Governmental Agency Bond.

Pursuant to the Loan Agreement, disbursements to the Governmental Agency shall be made in accordance with written instructions upon the receipt by the Authority of requisitions from the Governmental Agency executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Governmental Agency Bond is entitled to the benefits, and is subject to the conditions, of the Loan Agreement. The obligations of the Governmental Agency to make the payments required hereunder ("Loan Repayments") shall be absolute and unconditional without any defense or right of set-off, counterclaim, or recoupment by reason of any default by the Authority under the Loan Agreement, or under any other agreement between the Governmental Agency and the Authority, or out of any indebtedness or liability at any time owing to the Governmental Agency by the Authority, or for any other reason.

This Governmental Agency Bond is subject to optional prepayment under the terms and conditions, and in the amounts, provided in Section 3.07 of the Loan Agreement. The obligation of the Governmental Agency to make payments under the Loan Agreement and this Governmental Agency Bond is payable solely from the Pledged Property, except for reserves created in connection with the Loan.

This Governmental Agency Bond does not constitute a debt or an indebtedness of the Governmental Agency within the meaning of any constitutional or statutory limitation or provision, and shall not be considered or held to be a general obligation of the Governmental Agency. The payment of this Governmental Agency Bond and the interest thereon is not secured by an encumbrance, mortgage or other pledge of property except for such property and moneys pledged for the payment of the Governmental Agency Bond.

For the payment of this Governmental Agency Bond and the interest thereon, the Governmental Agency shall enforce the Rate Covenant set forth in Paragraph (1) of Exhibit F to the Loan Agreement, shall promptly collect all revenues of the System, and shall take all necessary action to collect any revenues that are in default.

If an "Event of Default" as defined in Section 5.01 of the Loan Agreement occurs, the remedies on default set forth in Section 5.03 of the Loan Agreement shall be available to enforce the obligations of the Governmental Agency that are evidenced by this Governmental Agency Bond.

This Governmental Agency Bond is issued under the authority of and in full conformity with the Constitution and laws of the State of Colorado, including without limitation, Article X, Section 20 of the Constitution, Title 31, Article 35, Part 4, C.R.S.; Title 37, Article 45.1; certain provisions of Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Public Securities Act"), and pursuant to the Loan Agreement. Pursuant to §11-57-210, of the Supplemental Public Securities Act, this recital is conclusive evidence of the validity and regularity of the issuance of the Governmental Agency Bond after its delivery for value. Pursuant to §31-35-413, C.R.S., this recital conclusively imparts full compliance with all the provisions of said statutes, and this Governmental Agency Bond issued containing such recital is incontestable for any cause whatsoever after its delivery for value.

IN WITNESS WHEREOF, the Governmental Agency has caused this Governmental Agency Bond to be duly executed, sealed and delivered, as of this ____ day of _____ 2022.

(SEAL)

**CITY OF FORT LUPTON, COLORADO,
ACTING BY AND THROUGH ITS
WASTEWATER ACTIVITY ENTERPRISE**

ATTEST:

By: _____
Mayor

By: _____
Town Clerk

EXHIBIT E-1

OPINION OF GOVERNMENTAL AGENCY COUNSEL

[LETTERHEAD OF COUNSEL TO GOVERNMENTAL AGENCY]

[DATED : Closing Date]

Colorado Water Resources and
Power Development Authority

Ladies and Gentlemen:

[insert "I am an attorney" or "We are attorneys"] admitted to practice in the State of Colorado and [insert "I" or "we"] have acted as counsel to **CITY OF FORT LUPTON, COLORADO, ACTING BY AND THROUGH ITS WASTEWATER ACTIVITY ENTERPRISE** (the "Governmental Agency"), of the State of Colorado, which has entered into a Loan Agreement (as hereinafter defined) with the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), and have acted as such in connection with the authorization, execution and delivery by the Governmental Agency of its Loan Agreement and Governmental Agency Bond (as hereinafter defined).

In so acting [insert "I" or "we"] have examined the Constitution and laws of the State of Colorado and the [charter/by-laws/proceedings relating to organization] of the Governmental Agency. [insert "I" or "We"] have also examined originals, or copies certified or otherwise identified to [insert "my" or "our"] satisfaction, of the following:

- (a) the Loan Agreement, dated as of _____ (the "Loan Agreement") by and between the Authority and the Governmental Agency;
- (b) the proceedings of the governing body of the Governmental Agency relating to the approval of the Loan Agreement and the execution, issuance and delivery thereof on behalf of the Governmental Agency, and the authorization of the undertaking and completion of the Project (as defined in the Loan Agreement);
- (c) the Governmental Agency Bond, dated as of _____ (the "Governmental Agency Bond") issued by the Governmental Agency to the Authority to evidence the Loan(as defined in the Loan Agreement);
- (d) the proceedings of the governing body of the Governmental Agency relating to the issuance of the Governmental Agency Bond and the execution, issuance and delivery thereof to the Authority (the Loan Agreement and the Governmental Agency Bond are referred to herein collectively as the "Loan Documents");

(e) all outstanding instruments relating to the bonds, notes or other indebtedness of or relating to the Governmental Agency.

[insert "I" or "We"] have also examined and relied upon originals, or copies certified or otherwise authenticated to [insert "my" or "our"] satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in [insert "my" or "our"] judgment [insert "I" or "we"] have deemed necessary or appropriate to enable [insert "me" or "us"] to render the opinions expressed below.

Based upon the foregoing, [insert "I am" or "we are"] of the opinion that:

(1) The Governmental Agency is a "governmental agency" within the meaning of the Authority's enabling legislation and is a () of the State of Colorado with the full legal right and authority to execute the Loan Documents.

(2) The Governmental Agency has the full legal right and authority to carry on the business of the System (as defined in the Loan Agreement) as currently being conducted and as proposed to be conducted, and to undertake and complete the Project.

(3) The proceedings of the Governmental Agency's governing body authorizing the Governmental Agency to undertake and complete the Project were duly and lawfully adopted and approved in accordance with [applicable resolution] and applicable Colorado law at meetings duly called pursuant to necessary public notice and held in accordance with applicable Colorado law at which quorums were present and acting throughout and were published in accordance with applicable Colorado law.

(4) The proceedings of the Governmental Agency's governing body approving the Loan Documents and authorizing their execution, issuance and delivery on behalf of the Governmental Agency have been duly and lawfully adopted and approved in accordance with [the applicable resolution] applicable Colorado law, at meetings duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present and acting throughout and were published in accordance with applicable Colorado law.

(5) To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, the authorization, execution and delivery of the Loan Documents by the Governmental Agency, the observation and performance by the Governmental Agency of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking and completion of the Project do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the Governmental Agency or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, trust agreement, indenture, mortgage, deed of trust, ordinance, order, or other agreement to which the Governmental Agency is a party or by which it, the System, or its property or assets is bound.

(6) To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Governmental Agency in connection with the authorization, execution, delivery and performance of the Loan Documents and the undertaking and completion of the Project, other than licenses and permits relating to the construction and acquisition of the Project which [insert "I" or "we"] expect the Governmental Agency to receive in the ordinary course of business, have been obtained or made.

(7) To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, there is no litigation or other proceeding pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Governmental Agency or of the validity, legality or enforceability of the Loan Documents or the undertaking or completion of the Project, except as disclosed in writing to the Authority, which if adversely determined, could (i) materially adversely affect (a) the financial position of the Governmental Agency, (b) the ability of the Governmental Agency to perform its obligations under the Loan Documents, (c) the security for the Loan Documents, or (d) the transactions contemplated by the Loan Documents or (ii) impair the ability of the Governmental Agency to maintain and operate the System.

This opinion is rendered on the basis of Federal law and the laws of the State of Colorado as enacted and construed on the date hereof. [insert "I" or "We"] express no opinion as to any matter not set forth in the numbered paragraphs herein.

[insert "I" or "We"] hereby authorize Carlson, Hammond, & Paddock, L.L.C., General Counsel to the Authority, to rely on this opinion as if [insert "I" or "we"] had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT E-2

OPINION OF GOVERNMENTAL AGENCY BOND COUNSEL

[LETTERHEAD OF BOND COUNSEL TO GOVERNMENTAL AGENCY]

[DATED: Closing Date]

Colorado Water Resources and
Power Development Authority

Ladies and Gentlemen:

[insert "I am an attorney" or "We are attorneys"] admitted to practice in the State of Colorado and [insert "I" or "we"] have acted as bond counsel for **CITY OF FORT LUPTON, COLORADO, ACTING BY AND THROUGH ITS _____ ENTERPRISE** (the "Governmental Agency"), of the State of Colorado, which has entered into a Loan Agreement (as hereinafter defined) with the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), and have acted as such in connection with the authorization, execution, and delivery by the Governmental Agency of the Loan Agreement and Governmental Agency Bond (as hereinafter defined).

In so acting [insert "I" or "we"] have examined the Constitution and laws of the State of Colorado and [charter/by-laws/proceedings relating to organization] of the Governmental Agency. [insert "I" or "We"] have also examined originals, or copies certified or otherwise identified to [insert "my" or "our"] satisfaction, of the following:

(a) the Loan Agreement, dated as of _____ (the "Loan Agreement"), by and between the Authority and the Governmental Agency;

(b) the proceedings of the governing body of the Governmental Agency relating to the approval of the Loan Agreement, and the execution, issuance, and delivery thereof on behalf of the Governmental Agency, and the authorization of the undertaking and completion of the Project (as defined in the Loan Agreement);

(c) the Governmental Agency Bond, dated as of _____ (the "Governmental Agency Bond"), issued by the Governmental Agency to the Authority to evidence the Loan (as defined in the Loan Agreement);

(d) the proceedings of the governing body of the Governmental Agency relating to the issuance, of the Governmental Agency Bond, and the execution, issuance, and delivery thereof to the Authority (the Loan Agreement and the Governmental Agency Bond are referred to herein collectively as the "Loan Documents"); and

(e) all outstanding instruments relating to the bonds, notes, or other indebtedness of, or relating to the Governmental Agency.

[insert "I" or "We"] have also examined and relied upon originals, or copies certified or otherwise authenticated to [insert "my" or "our"] satisfaction, of such other records, documents, certificates, and other instruments, and made such investigation of law as in [insert "my" or "our"] judgment [insert "I" or "we"] have deemed necessary or appropriate to enable [insert "me" or "us"] to render the opinions expressed below.

Based upon the foregoing, [insert "I am" or "we are"] of the opinion that:

(1) The Governmental Agency is a "governmental agency" within the meaning of the Authority's enabling legislation.

(2) The Governmental Agency has full legal right and authority to execute the Loan Documents and the Governmental Agency has full legal right and authority to observe and perform its respective duties, covenants, obligations, and agreements thereunder; subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization, debt adjustment, or other similar laws affecting creditors' rights generally (Creditor's Rights Limitations), heretofore or hereafter enacted.

(3) The Governmental Agency has pledged the Pledged Property described in Paragraph (3) of Exhibit A to the Loan Agreement for the punctual payment of the principal on the Loan and all other amounts due under the Loan Documents according to their respective terms, and the Authority has a first lien on such Pledged Property, but not an exclusive first lien. *****Only include "but not an exclusive first lien" if there is parity debt***** No filings or recordings are required under the Colorado Uniform Commercial Code in order to provide a first lien on such Pledged Property, and all actions have been taken as required under Colorado law to insure the priority, validity, and enforceability of such lien.

(4) The Loan Documents have been duly authorized, executed, and delivered by the authorized officers of the Governmental Agency; and, assuming in the case of the Loan Agreement, that the Authority has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed, and delivered the Loan Agreement, the Loan Documents constitute the legal, valid, and binding obligations of the Governmental Agency enforceable in accordance with their respective terms; subject, however, to the effect of, and to restrictions and limitations imposed by, or resulting from, Creditor's Rights Limitations or other laws, judicial decisions, and principles of equity relating to the enforcement of contractual obligations generally, provided that no opinion is expressed herein regarding the validity or enforceability of Section 3.05 of the Loan Agreement or any other provision thereof that purports to require the Governmental Agency to indemnify or hold any party harmless.

(5) To the best of our knowledge, after such investigation as we have deemed appropriate, the authorization, execution, and delivery of the Loan Documents by the Governmental Agency, the observance and performance by the Governmental Agency of its duties, covenants, obligations, and agreements thereunder, and the consummation of the transactions contemplated therein, do not and will not contravene any existing law, or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any outstanding

instruments relating to the bonds, notes, or other indebtedness of, or relating to, the Governmental Agency.

(6) To the best of our knowledge, after such investigation as we deemed appropriate, all approvals, consents, or authorizations of, or registrations of or filings with, any governmental or public agency, authority, or person required to date on the part of the Governmental Agency in connection with the authorization, execution, delivery, and performance of the Loan Documents have been obtained or made.

****If the Governmental Agency constitutes an Enterprise under TABOR, the following paragraph should be included in the Bond Counsel opinion:**

(7) The execution and delivery of the Loan Documents are not subject to the limitations of Article X, Section 20 of the Colorado Constitution, since the Governmental Agency as defined in the Loan Agreement constitutes an enterprise under said Article X, Section 20 on the date of such execution and delivery. The performance of the Loan Documents is not subject to the limitations of said Article X, Section 20, as long as the Governmental Agency continues to qualify as an enterprise under said Article X, Section 20. If the Governmental Agency ceases to be an enterprise under said Article X, Section 20, during the Loan Term, the Loan Documents will continue to constitute legal, valid and binding obligations of the Governmental Agency enforceable in accordance with their respective terms; subject, however, to (a) Creditor's Rights Limitations or other laws, judicial decisions and principles of equity relating to the enforcement of contractual rights generally and (b) subject to the next sentence, the revenue and spending limitations of said Article X, Section 20. If the Governmental Agency at any time ceases to be an enterprise under said Article X, Section 20, (i) the **City/District/Town** may continue to impose and increase fees, rates and charges without voter approval; (ii) all revenues of the Governmental Agency used to pay Loan Repayments will be included in the Governmental Agency fiscal year spending limit under Section 7(d) of said Article X, Section 20 except that debt service changes and reductions are exceptions to, and not part of, the Governmental Agency revenue and spending bases and limits; and (iii) if the Governmental Agency is required to reduce spending in order to comply with its fiscal year spending limit under Section 7(b) of said Article X, Section 20, the Governmental Agency will first be required to reduce spending for purposes for which it does not have an obligation under law or by contract prior to reducing spending required to comply with the other covenants contained in the Loan Documents.

****If the Governmental Agency does not constitute an Enterprise under TABOR, the following paragraph should be included in the Bond Counsel opinion:**

(7) The Governmental Agency has complied with the requirements of Article x, Section 20 of the Colorado Constitution in connection with the execution and delivery of the loan documents.

This opinion is rendered on the basis of Federal law and the laws of the State of Colorado as enacted and construed on the date hereof. We express no opinion as to any matter not set forth in the numbered paragraphs herein.

[insert "I" or "We"] hereby authorize Carlson, Hammond & Paddock, L.L.C., General Counsel to the Authority, to rely on this opinion as if [insert "I" or "we"] had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT F

ADDITIONAL COVENANTS AND REQUIREMENTS

(1) Rate Covenant

The Governmental Agency shall establish and collect such rates, fees, and charges for the use or the sale of the products and services of the System as, together with other moneys available therefor, are expected to produce Gross Revenue (as defined in Paragraph (3) of Exhibit A to this Loan Agreement) for each calendar year that will be at least sufficient for such calendar year to pay the sum of:

- (a) all amounts estimated to be required to pay Operation and Maintenance Expenses (as defined in Paragraph (3) of Exhibit A of this Loan Agreement) during such calendar year;
- (b) a sum equal to 110% of the debt service due on the Governmental Agency Bond for such calendar year and debt service coming due during such calendar year on any obligations secured by a lien on the Pledged Property which lien is on a parity with the lien of this Loan Agreement on the Pledged Property, in each case computed as of the beginning of such calendar year;
- (c) the amount, if any, to be paid during such calendar year into any debt service reserve account in connection with any obligations secured by a lien on the Pledged Property which lien is on a parity with the lien of this Loan Agreement on the Pledged Property;
- (d) a sum equal to the debt service on any obligations secured by a lien on the Pledged Property which lien is subordinate to the lien of this Loan Agreement on the Pledged Property for such calendar year computed as of the beginning of such calendar year; and
- (e) amounts necessary to pay and discharge all charges and liens or other indebtedness not described above payable out of the Gross Revenue during such calendar year.

(2) Rate Study.

In the event that Gross Revenue collected during a fiscal year is not sufficient to meet the requirements set forth in the Rate Covenant contained in Paragraph (1) of this Exhibit F to the Loan Agreement, the Governmental Agency shall, within 90 days of the end of such fiscal year, cause an independent firm of accountants or consulting engineers, to prepare a rate study for the purpose of recommending a schedule of rates, fees, and charges for the use of the System that, in the opinion of the firm conducting the study will be sufficient to provide Gross Revenue to be collected in the next succeeding fiscal year that will provide compliance with the Rate Covenant described in Paragraph (1) of this Exhibit F to this Loan Agreement. Such a study shall be

delivered to the Authority. The Governmental Agency shall within six months of receipt of such study, adopt rates, fees, and charges for the use of the System, based upon the recommendations contained in such study, that provide compliance with said Rate Covenant. Notwithstanding the foregoing, the Authority may, from time to time, in its sole and absolute discretion and pursuant to such terms and restrictions it may specify, waive in writing the requirement that a rate study be performed by the Governmental Agency.

(3) Additional Bonds.

(a) Senior Lien Bonds. The Governmental Agency covenants that it will not issue any obligations payable out of, or secured by a lien or charge, on the Pledged Property that is superior to the lien or charge of this Loan Agreement on the Pledged Property.

(b) Parity Lien Bonds. The Governmental Agency covenants that it will not issue any obligations payable out of, or secured by a lien or charge, on the Pledged Property that is on a parity with the lien or charge of this Loan Agreement on the Pledged Property, unless the Governmental Agency certifies to the Authority that Net Revenue (as defined in Paragraph (3) of Exhibit A to this Loan Agreement) for any 12 consecutive months out of the 18 months preceding the month in which such obligations are to be issued was at least equal to the sum of (a) 110% of the maximum annual debt service due in any one year on (i) this Loan Agreement and (ii) all other outstanding obligations of the Governmental Agency payable out of, or secured by a lien or charge on, the Pledged Property that is on a parity with the lien or charge of this Loan Agreement on the Pledged Property, and (iii) such proposed obligations to be issued, and (b) the maximum annual debt service due in any one year on all obligations payable out of, or secured by a lien or charge on the Pledged Property that is subordinate to the lien or charge of this Loan Agreement on the Pledged Property.

(c) Subordinate Lien Bonds. The Governmental Agency covenants that it will not issue any obligations payable out of, or secured by a lien or charge on, the Pledged Property that is subordinate to the lien or charge of this Loan Agreement on the Pledged Property, unless the Governmental Agency certifies to the Authority that for any 12 consecutive months out of the 18 months preceding the month in which such obligations are to be issued Net Revenue (as defined in Paragraph (3) of Exhibit A to this Loan Agreement) was at least 100% of the maximum annual debt service due in any one year on (a) all obligations outstanding during such period that are payable out of, or secured by a lien or charge on, the Pledged Property and (b) such proposed obligations to be issued.

(d) Net Revenue Adjustment. In calculating revenue coverage for purposes of the issuance of additional parity or subordinate lien bonds, the Governmental Agency may adjust Net Revenue to reflect any rate increases adopted in connection with the issuance of additional obligations by adding to the actual Net Revenue for the period examined an estimated sum equal to 100% of the estimated increase in Net Revenue that would have been realized during such period had the adopted rate increase been in effect during all of such period.

(e) Refunding Bonds. Notwithstanding the foregoing, the Governmental Agency may issue refunding obligations payable out of, or secured by a lien or charge on, the Pledged Property, without compliance with the requirements stated above, provided that the debt service

payments on such refunding obligations do not exceed the debt service payments on the refunded obligations during any calendar year.

(4) Lien Representation. The Source of Repayment is free and clear of any pledge, lien, charge, or encumbrance thereon, or with respect thereto, prior to, or of equal rank with, the obligation of the Governmental Agency Bond.

(5) Operation and Maintenance Reserve Fund. The Governmental Agency shall maintain an operation and maintenance reserve in an amount equal to three months of operation and maintenance expenses, excluding depreciation, of the System as set forth in the annual budget for the current fiscal year. Said reserve may be in the form of unobligated fund balances, or other unobligated cash or securities (i.e. capital reserves), or may be in a separate segregated fund and shall be maintained as a continuing reserve for payment of any lawful purpose relating to the System. If the operation and maintenance reserve falls below this requirement, the shortfall shall be made up in 24 substantially equal monthly installments beginning the second month after such shortfall.

(6) Davis Bacon & Related Acts. The Governmental Agency will comply with the requirements of the Davis Bacon & Related Acts, codified at 40 U.S.C. §§ 3140 through 3148.

(7) Cost Overruns. Any cost overruns associated with the Project will be the responsibility of the Governmental Agency and any additional costs to defend against contract claims will not be reimbursed through this or any future funding.

(8) Audit Requirements. For each year in which the Governmental Agency requests a disbursement from the Project Loan Subaccount, the Governmental Agency shall conduct its annual audit in accordance with the federal Single Audit Act, 31 U.S.C. 7501 et seq.

(9) American Iron and Steel Requirement. The Governmental Agency will comply with all federal requirements applicable to the Loan, including Section 436 of P.L. 113-76, Consolidated Appropriations Act, 2014, (the “Appropriations Act”) and related State Revolving Fund Policy Guidelines, which require that all of the iron and steel products (as defined in the Appropriations Act and Guidelines) used in the Project must be produced in the United States unless the Governmental Agency has requested and received a waiver from the requirement pursuant to the “waiver process” described in the Appropriations Act and Guidelines.

(10) Financial Sustainability Plan Requirement. The Governmental Agency will comply with all federal requirements applicable to the Loan, including Section 603 of the Federal Water Pollution Control Act (33 U.S.C. 1383) as amended by the Water Resources Reform and Development Act (WRRDA), 2014, which will require that treatment works proposed for repair, replacement, or expansion, and eligible for assistance to develop and implement a fiscal sustainability plan due by the end of the Project that includes:

1. An inventory of critical assets that are a part of the treatment works.
2. An evaluation of the condition and performance of inventoried assets or asset groupings.
3. A certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan.
4. A plan for maintaining, repairing, and as necessary, replacing the treatment works and a plan for funding such activities.

(11) Construction Schedule. The Governmental Agency has provided the following estimated dates regarding the project:

1. Advertisement for Bids Publication Date:
2. Construction Contract Award Date:
3. Construction Start Date:
4. Construction Completion Date:

(12) Build America, Buy America Act. The Governmental Agency will comply with the terms of its waiver issued pursuant to the Build America Buy America Act, enacted as part of the Bipartisan Infrastructure Law, including guidance for implementing the BABA Act provided by the Office of Management and Budget, where applicable. BABA establishes domestic content procurement preference requirements for federal financial assistance provided through the Clean Water and Drinking Water State Revolving Funds including that iron, steel, manufactured products, and construction materials used in covered projects are produced in the United States.

(13) Bipartisan Infrastructure Law. The Governmental Agency will comply with all federal requirements applicable to the Bipartisan Infrastructure Law (the Infrastructure Investment and Jobs Act) (Public Law 117-58) and related regulations and guidance, during the Loan Term.

EXHIBIT G
WPCRF Form of Requisition

THE CITY OF FORT LUPTON, COLORADO, ACTING BY AND THROUGH ITS _____
ENTERPRISE (the "Governmental Agency")

Please submit to the following addresses:

Submit Online To:

https://ceos.colorado.gov/CO/CEOS/Public/Client/CO_CIMPLE/Shared/Pages/Main/Login.aspx

If there are any questions or technical issues, please submit your backup document via one of the methods below.

Email To: cdphe_grantsandloans@state.co.us (preferred backup method)

Or Mail To: Colorado Department of Public Health and Environment
Grants and Loans Unit WQCD-OA-B2
Attn: Project Manager
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Or Fax To: 303-782-0390 (Call CDPHE Project Manager to confirm delivery)

Cc: CDPHE Project Manager

Cc: E-mail requisition form (Exhibit G) to the Colorado Water Resources and Power Development Authority at requisitions@cwrpda.com

This requisition is made in accordance with Section 3.02 of the Loan Agreement executed by the Colorado Water Resources and Power Development Authority on _____, 2022. Terms defined in the Loan Agreement and not otherwise defined herein shall have the same meanings when used herein.

The Governmental Agency hereby states as follows:

1. This is Requisition No _____.
2. The amount requisitioned hereunder is _____.
3. The person, firm or corporation to whom the amount requisitioned is due, or to whom a reimbursable and advance has been made, is see attached _____.
4. The payee of the requisitioned amount is _____.
5. The manner of payment to the payee is to be wire transferred to:

Bank:

ABA No.:

Account No.:

Account Name:

Contact:

6. Attached hereto is the appropriate documentation demonstrating that the amount requisitioned hereunder is currently due or has been advanced by the Governmental Agency.

7. The amount hereby requisitioned is a proper Cost of the Project to be paid only from amounts deposited in the Project Account established for the Governmental Agency in the **Water Pollution Control Revolving Fund**.
8. On the date hereof, there does not exist any Event of Default under the Loan Agreement nor any condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default thereunder.
9. Estimate of total project completion percentage: _____%
10. The undersigned is an Authorized Officer of the Governmental Agency duly authorized in the Loan Agreement to submit the Requisition.
11. The Governmental Agency reaffirms that all representations made by it in the Loan Agreement are true and accurate as of the date of this requisition, and that it shall continue to observe and perform all of its duties, covenants, obligations and agreements thereunder, at all times during the entire term of said Loan Agreement.

Dated: _____.

**CITY OF FORT LUPTON, COLORADO,
ACTING BY AND THROUGH ITS WASTEWATER ACTIVITY ENTERPRISE**

By: _____.

Title: _____ & Authorized Officer

Print Name: _____

You should receive all payments no later than 10 working days after receipt of requisition unless otherwise notified.

The undersigned approves the disbursement of the requisitioned amount from the Project Loan Account established in the **Water Pollution Control Revolving Fund** Project Account.

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY

By: _____
Finance Director

Dated: _____

For Colorado Department of Public Health and Environment, Water Quality Control Division purposes only:

Payment approved by _____

Dated: _____



SUBJECT FOR DISCUSSION

Approving an Ordinance Amending Section 10-1.4 of the Municipal Code to Establish a Diversion/Probation Service Fee to be Collected and Utilized by the Fort Lupton Municipal Court for the Purposes of Such Programs.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Colorado Revised Statute allows for the establishment of Court programs to address alternative sentencing. Examples of alternative sentencing includes, but not limited to, diversion and probation services.

The Fort Lupton Municipal Court currently offers diversion and probation services; however, management of specific orders are conducted by a third-party. Fees assessed by third-party vendors are paid for by the defendant. In the last five (5) years, cases qualifying for diversion or probations services have increased by over 250%.

During the 2023 City Budget process, City Council approved the formation of a diversion and probation division within the Municipal Court and decrease use of third-party vendors. City Council further authorized for the collection of diversion and probation fees from qualifying defendants to assist with the operational expense of such programs. The newly assessed fee is \$10.00 per month for the length of the ordered program. Typically, diversion and probation cases are for a 12-month period.

By bringing the management of such programs under the Fort Lupton Municipal Court, the defendant's costs will decrease. Under current operations, defendants pay:

Court fees	\$100
Community services	\$180 (subject to increase fee if not complete within 90 days)
Educational class	\$75
TOTAL	\$355+

New costs to defendant:

Court fees	\$220 (based upon 12-month alternative sentencing)
Educational class	\$75
TOTAL	\$295

FINANCIAL CONSIDERATIONS

The 2023 budget is valued at 82 qualifying cases resulting is approximately \$9,840 in revenue to the General Fund.

LEGAL/POLITICAL CONSIDERATIONS

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ALTERNATIVES/OPTIONS

- 1) Eliminate the Fort Lupton Municipal Court for internally handling such cases and continue to use a third-party vendor.
- 2) Instruct staff to see possible service agreements with other agencies.

STAFF RECOMMENDATIONS

Approval of AM 2022-158 amending Section 10-1.4 Court Costs of the Fort Lupton Municipal Code.

Attachments: a. Proposed Ordinance

ORDINANCE NO. 2022-xxx

INTRODUCED BY: xxx

AN ORDINANCE AMENDING SECTION 10-1.4 OF THE MUNICIPAL CODE REGARDING FEE FOR DIVERSION OR PROBATION CASES OF THE FORT LUPTON MUNICIPAL COURT

WHEREAS, the City Council deems it necessary to revise the specific provisions of the Fort Lupton Municipal Code; and

WHEREAS, the Colorado Revised Statutes allow for the collection of Diversion or Probation fees; and

WHEREAS, City Council finds that it is the best interest of the health, safety and welfare of the Citizens;

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, THE FORT LUPTON MUNICIPAL CODE IS HEREBY AMENDED AS FOLLOWS:

Section 10-1.4 of the Fort Lupton Municipal Code shall be amended to read as follows:

The Municipal Court may impose any of the following costs against any defendant in the Municipal Court, in addition to any costs determined to be necessary and appropriate, in the sole discretion of the Municipal Judge:

Court costs upon conviction after trial, entry of guilty or nolo contendere plea	\$25.00
Court surcharge	Set by Resolution
Default judgment fee	\$25.00
Deferred judgment or deferred prosecution fee	Not to exceed \$200.00
Diversion or probation fee	\$10.00 per month until dismissal or revocation
Stay of execution fee	\$25.00
Record sealing fee	\$65.00
Traffic accident fee	\$50.00
Warrant fee	Not to exceed \$100.00
Witness fee (not to include on-duty officer)	\$5.00 per witness

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 1ST day of November 2022.

PUBLISHED in the Fort Lupton Press the 10th day of November 2022.

FINALLY READ BY TITLE ONLY, PASSED, AND ORDERED FINALLY PUBLISHED BY TITLE ONLY this __day of __ 2022.

PUBLISHED BY TITLE ONLY the _ day of _ 2022.

EFFECTIVE (after publication) the _ day of _ 2022.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



SUBJECT FOR DISCUSSION

Purchase of Two (2) Full Matrix Message Boards from Holland signs, Inc. for an Amount Not to Exceed \$37,850.00 From the General Fund Streets Budget.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The General Fund Streets budget includes \$54,000 in the 2022 Capital Improvements Budget to purchase 2 new traffic message boards. The City's existing 2 message boards were purchased used prior to 2015 and have become nonoperational.

Holland Signs, Inc. has quoted 2 message boards with solar power operation for \$18,925.00 each unit (total order \$37,850.00). This company is located in Parker, Colorado. The WANCO message boards are manufactured in Arvada, Colorado. We avoid \$900.00 delivery charge per panel by purchasing from Holland Signs and picking up the panels at the WANCO plant in Arvada.

Other quotes received included

TransSupply = \$17,995.00

Dana Supply = \$23,655.58

ACME Tools = \$19,100 + \$999 Delivery charge

FINANCIAL CONSIDERATIONS

The 2022 Budget General Fund Streets Fund has \$54,000 budgeted for the purchase of 2 traffic message boards.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

- Send existing panels for overhaul service
- Purchase new panels
- Put off purchase of panels

STAFF RECOMMENDATIONS

Staff recommends purchase of the 2 new message boards for and amount not to exceed \$37,850.00 from Holland Signs, Inc.

Attachments: a. Holland Signs Quotation

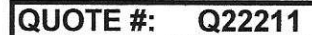
Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Page 107 of 309



SUBJECT FOR DISCUSSION

Purchase Three (3) Speed Alert Traffic Signs From All Traffic Solutions Inc. for an Amount Not to Exceed \$21,469.00 From the General Fund.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

We have received numerous complaints related to speeding at several locations throughout the City. We would like to try a new approach using an electronic speed radar sign with flashing messages.

The SpeedAlert 18 sign system has a radar detector that posts the speed being traveled and can be programmed to flash messages. The system includes a mobile web interface for programming and documenting traffic speeds, time of day and photos of the vehicles.

The General Fund Streets budget included \$54,000 in the 2022 Capital Improvements Budget to purchase 2 new traffic message boards. The cost of the message boards to be purchased is \$37,850.00 (\$16,150). The budget also included \$10,000 for a mobile light tower. Public Works staff purchased a used one at auction for \$2,250.00 (\$7,750). Total unused capital budget is \$23,900.00.

All Traffic Solutions Inc. has quoted 3 SpeedAlert 13 signs with solar power operation for \$7,148.00 each unit (total order \$21,469.00). This product does not have an equivalent system competitor. Another similar system without the photo and mobile app interface costs \$3,285 through TreeTopProducts.com.

FINANCIAL CONSIDERATIONS

The 2022 Budget General Fund Streets Fund has \$16,150 left in the budget after purchase of 2 traffic message boards and \$7,750 left from purchase of light tower for a total available \$23,900.00.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

- Purchase SpeedAlert 18 signs
- Purchas less robust system
- Do nothing

STAFF RECOMMENDATIONS

Staff recommends purchase of the 3 new SpeedAlert 18 traffic signs from All Traffic Solutions Inc. for an amount not to exceed \$21,469.00.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Attachments:

a. All Traffic Solutions Inc. Quotation



**Mail Purchase
Orders to:**

3100 Research Dr.
State College, PA
16801

All Traffic Solutions Inc.
14201 Sullyfield Circle,
Ste 300
Chantilly, VA 20151
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

Contract:

QUOTE Q-71673

DATE: 10/24/2022

**PAGE
NO:** 1

**Questions contact:
MANUFACTURER:
All Traffic Solutions**

Julie Styskin
(866) 366-6602
x 250
jstyskin@alltrafficsolutions.com

Independent Sales Rep:

BILL TO:

City of Fort Lupton
201 South McKinley Ave.
Fort Lupton CO 80621

Billing Contact:

SHIP TO:

City of Fort Lupton
201 South McKinley Ave.
Fort Lupton CO 80621
Attn: Roy Vestal

**PAYMENT
TERMS:**
Net 30

CUSTOMER: City of
Fort Lupton

CONTACT:(720) 466-6109

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4001785	SpeedAlert 18 with 33Ah Integrated Solar, and AC charger	3	\$5,033.00	\$15,099.00
4001299	3 Year Warranty	3	\$0.00	\$0.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	3	\$1,500.00	\$4,500.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	3	\$0.00	\$0.00
4000793	Violator Strobe, Dual; Hardware for SpeedAlert 18, flash helps draw attention to the driver's speed. Requires color assignment PN.	3	\$400.00	\$1,200.00
4000826	Strobe Color: Red and Blue (Requires 4000793 Dual Violator Strobe)	3	\$0.00	\$0.00
4000701	Solar panel, 90W; includes bracket for pole and harness	3	\$750.00	\$2,250.00
4000750	App, Mobile User Interface perpetual license (only 1 req'd per account)	1	\$100.00	\$100.00
4001626	VZW communications prep	3	\$0.00	\$0.00
4000641	Shipping and Handling Common Carrier	3	\$140.00	\$420.00
4001190	Discount - New Purchase	3	(\$700.00)	(\$2,100.00)

Special Notes:	SALES AMOUNT:	\$21,469.00
	TOTAL USD:	\$21,469.00

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below, I indicate that my organization does not require a purchase order and I am authorized to commit my organization to this order.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Jonathan D. Crumly
Direct: 678.426.4659
jcrumly@taylorenghish.com

October 27, 2022

Mari Pena, City Clerk
Fort Lupton
130 S McKinley Avenue
Fort Lupton, CO 80621

Re: Family Dollar Stores of Colorado, LLC d/b/a Family Dollar #25949 130 S Dener Ave, Fort Lupton, CO 80621 – Application to sell beer for off-premises consumption only (“Application”) – ***Request for Postponement to December 6, 2022 Agenda***

Dear Ms. Pena:

This firm represents Family Dollar Stores, Inc. and its subsidiaries including Family Dollar Stores of Colorado, LLC, and we nationally handle licensing matters for all Family Dollar locations and related entities (collectively “Family Dollar”). It is my understanding that the Application is currently on the City Council’s agenda for November 1, 2022. When this Application was previously presented to the City Council, there were several questions concerning store staff training and the number of Family Dollar licensed stores in Colorado.

At the previous hearing on the Application, the City Council requested that all store personnel complete TIPS training before November 1, 2022. Unfortunately, Family Dollar initiated a company-wide IT migration shortly after the City Council’s request (on October 20, 2022). Because of that IT migration, TIPS is unavailable to store personnel until October 28, 2022. Family Dollar has committed to include this store in its next TIPS launch cycle which begins on November 10, 2022, after all systems have been installed and verified. Family Dollar corporate has scheduled a kick-off call with personnel for this store on November 10 with an anticipated TIPS course completion date by all store personnel of November 19, 2022.

Given the technical inability to complete the TIPS training for all store personnel, I respectfully request that this matter be removed from the agenda for November 1 and set for the December 6, 2022 City Council meeting if possible. I would like to attend the City Council meeting on behalf of Family Dollar by video conference or telephone if possible. Please let me know if this would be acceptable.

As for the request for all licensed stores in Colorado, as of October 24, 2022 there are ten (10) stores licensed for off-premises consumption alcohol sales in Colorado. The details on those stores are as follows:

Store No.	Address	City	County	Zip
1423	3069 S Academy Blvd	Colorado Spgs	El Paso	80916
2942	2102 Freedom Rd	Trinidad	Las Animas	81082
4088	2325 E Boulder St	Colorado Spgs	El Paso	80909
5149	9131 E Colfax Ave	Aurora	Adams	80010
6503	16981 E Iliff Ave	AURORA	Arapahoe	80013
10014	108 N. Santa Fe Ave.	Fountain	El Paso	80817
11573	1395 N Peoria Street	Aurora	Arapahoe	80011
11666	PO Box 532	Ignacio	La Plata	81137

Store No.	Address	City	County	Zip
11885	555 Crystola Street	Calhan	El Paso	80808
12736	502 E 8th Avenue. Unit 1	Yuma	Yuma	80759

In addition to the above information, I would like to submit additional information for the City Council's consideration in support of the Application for the privilege of the retail sale of beer and wine for off-premises consumption only. For background purposes, Family Dollar is a family-oriented store that provides a wide range of food and other retail items to its' customers. Family Dollar locations that sell alcohol do not sell "discounted alcohol" and the beer and wine our customers have the option of purchasing for off-premises consumption is equivalent in price and quality to what one would find at any local grocery store. For additional information, please see the attached advertisement which provides you with a sampling of the wide range of products that Family Dollar offers to its' customers. (See attached). Also, I wanted to provide some additional information relating to how serious Family Dollar takes its responsibility to comply with all applicable statutes, ordinances, rules, and regulations.

First, in addition to any requirements imposed by the State or Local jurisdiction, Family Dollar has a vigorous internal training and auditing program to ensure strict compliance and zero tolerance for violations. These internal procedures include, but are not limited to, the following:

- (a) Training on minimum age requirements and how those requirements apply. This includes the mandatory **use of hand-held scanners to verify birthdates** are within the range required to make the purchase.
- (b) Training on how to recognize and differentiate between authentic forms of identification, typically a driver's license, and counterfeit identifications.
- (c) Training on how to confirm the person presenting the identification is the person on the identification card.
- (d) Training on the associate's rights to refuse to sell any alcoholic beverage to a person who appears to be intoxicated and how to communicate that refusal respectfully.
- (e) Training in understanding the role and personal liability to guarantee compliance with all applicable rules and regulations with emphasis on Family Dollar's zero tolerance policy is strictly enforced.
- (f) Training on how to comply with Law Enforcement as a partner to ensure compliance with the law.

With specific attention to the City of Fort Lupton's local alcohol ordinances, Family Dollar will also train all associates on the local rules and regulations pertaining to off-premises licensees and employees including, but not limited to, (1) the duty to maintain a copy of the local ordinances on the premises; (2) duty to secure inventory when not legal to sale; (3) the limited hours for legal sales (this will not be a problem as Family Dollar is closed before the prohibited hours begin) and no sales on Christmas; (4) duty to maintain the premises and allow zero loitering or drinking in the parking lots, which is absolutely prohibited by Family Dollar, and (5) the duty to confirm proper legal identification and age (as noted above, Family Dollar uses handheld scanners as well). In sum, and as complimentary to other small business in the area, Family Dollar simply wishes to

provide a safe, family-oriented option to those families who wish to purchase beer and wine for consumption with their meals at home, similar to many other grocery stores.

In addition, Family Dollar uses internal auditing programs and proprietary software to detect abnormal activities to detect, deter and prohibit any violations of rules and regulations. Further, Family Dollar locations are all equipped with surveillance cameras that monitor the cash registers, front doors, receiving and stockroom areas and always include at least one dedicated camera focused on beer and wine locations within the store. Based on these vigorous internal compliance matters and a culture of zero tolerance, Family Dollar is proud to say that from 2019 to 2021, the percentage rate of locations to violations received nationally is approximately less than four hundredths of one percent (.004%).

In conclusion, Family Dollar greatly appreciates the opportunity to conduct business in the State of Colorado and, specifically, in the City of Fort Lupton. Family Dollar respectfully requests that the City Council approve the resolution to allow beer sales for off-premises consumption only at the Fort Lupton Store.

Please do not hesitate to email me (jcrumly@taylorenglish.com) or give me a call at 678-426-4659 if you have any questions or want to discuss further.

Sincerely,

TAYLOR ENGLISH DUMA, LLP

Jonathan D. Crumly

cc: Andy Ausmus (via email: Andy@ausmuslaw.com)
Enclosure as stated

FAMILY DOLLAR



Sale!
2/\$3

Pepsi Products
2 l.**
Must buy 2. Limit 4.
Excludes Dr Pepper.

Sale!
3/\$10

Coca-Cola Products
16.9 oz., 6 pk.**
Must buy 3. Limit 6.
Excludes Dr Pepper.

**BUY 2
GET 1
FREE**

Pepsi Products
12 oz., 12 pk.**
Must buy 3. Equal or
lesser value. Limit 6.
Excludes Dr Pepper.

Save on Snacks

Sale!
5/\$4

Powerade
20 oz.**
Must buy 5. Limit 10.

Sale!
2/\$5

Simply Lemonade
52 oz.**
Must buy 2.

Sale!
2/\$5

Silver Falls Water
24 pk.**
Must buy 2.

Sale!
2/\$6

General Mills Cereal
10.4-12 oz.
Must buy 2.

Sale!
2/\$8

**Snickers, Twix,
or M&M's
Ice Cream Bars**
4-5 ct.
Must buy 2.

Saturday Savings Pass

Clip now; valid for use only
on Saturday, 5/21

\$5 OFF

When you
spend \$25
or more
See Smart Coupon
for details.

SmartCoupons

Download our App or visit FamilyDollar.com
to clip Smart Coupons!†

Sale!
2/\$3.50

Pringles
4.6-5.57 oz.
Must buy 2. Limit 6.

Sale!
2/\$5.50

Lay's or SunChips
5-8 oz.
Must buy 2. Limit 6.
Excludes Kettle.

Sale!
2/\$6

Doritos
6-11.5 oz.
Must buy 2. Limit 6.

Shop Smart for Household Essentials

Price **\$5.50**
Smart
Coupon†
Final Price
\$3.50

**Tide Liquid 37 oz.,
Pods 8-16 ct., or
Gain Liquid 46 oz.**

Price **\$7.50**
Smart
Coupon†
Final Price
\$5.50

**Gain Liquid 65 oz.,
Liquid Fabric
Softener 90 oz.,
Flings 24 ct.,
Fireworks 10 oz.,
or Sheets
180-200 ct.**

Sale! **\$6.75**
Smart
Coupon†
Final Price
\$5.75

Xtra Liquid
175 oz.

**Save
More!**
\$3 OFF
with SmartCoupon†
*MFR Offer

**Gain or
Tide Liquid
115-154 oz., or
Flings or Pods
32-60 ct.**

**Save
More!**
\$2 OFF
with SmartCoupon†
*MFR Offer

**Gain or Downy Liquid
Fabric Softener
81-129 oz., Scent
Enhancers 14.8 oz.,
Gain or Dreft Liquid
46-92 oz., or Flings 35 ct.**

**Save
More!**
\$1 OFF
with SmartCoupon†
*MFR Offer

**Swiffer
Products**

**Save
More!**
\$1.50 OFF
with SmartCoupon†
*MFR Offer

**Air Wick
Essential
Oil Refills
.67 oz., 2-5 ct.
or Starter Kit**

**Save
More!**
\$1 OFF
with SmartCoupon†
*MFR Offer

**Glade Air Care
Products**

HERE'S HOW



Download
the Family Dollar App



Clip
available coupons



Redeem
your clipped coupons in-store

Visit FamilyDollar.com/Smart-Coupons

Prices Good Sunday, May 15 -
Saturday, May 28, 2022

While quantities last • Some items not available at all stores • No sales to dealers • Limited quantities on
some items • †See Smart Coupons for details and participating products • **CA CRV where applicable •
† Prices not valid in Philadelphia, PA • • We accept manufacturers' coupons
Store Hours: Mon.-Sat., 8 a.m.-9 p.m., Sun., 9 a.m.-9 p.m. in most stores



Shop online now at
FamilyDollar.com

05/15 Page 1 BASE AB#206 NP

Scott Paper Towels
6-12 Big Rolls

Save More!
\$1 OFF
with SmartCoupon¹

Mr. Clean
Products

Save More!
\$1 OFF
with SmartCoupon¹

*MFR Offer

THE CLEAN TEAM
FamilyDollar.com /CleanTeam

Cottonelle
Ultra Comfort or
Ultra Clean Care
Bath Tissue
4-9 Mega Rolls

Save More!
\$1 OFF
with SmartCoupon¹

Scott 1000
Bath Tissue
12-20 Rolls

Save More!
\$1 OFF
with SmartCoupon¹

Homeline Soft
Bath Tissue
12 Rolls

Price ~~\$4.55~~
Smart ~~-.55¢~~
Coupon¹
Final Price
\$4

Hawaiian
Tropic or
Banana Boat
Suncare
6-8 oz.

Save More!
\$2 OFF
with SmartCoupon¹

U by Kotex
Pads or Liners
12-64 ct.

Save More!
\$2 OFF
with SmartCoupon¹

VitaFusion or
L'il Critters
Gummy
Vitamins
36-63 ct.

Save More!
\$1 OFF
with SmartCoupon¹

Huggies Snug & Dry
Diapers
Sizes 1-6, 19-38 ct.
Must buy 2.

Sale!
2/\$18

Pampers Diapers
Sizes NB-6, 21-32 ct.,
or Easy Ups
Sizes 2T-5T, 18-25 ct.
Must buy 2.

Sale!
2/\$20

Now Accepting OTC Network[®] Medicare and Medicaid Cards

Use Your American Express, Visa, Mastercard or Discover. SNAP/EBT accepted in most stores.
1See Smart Coupons for details and participating products.



Download the Family Dollar App or visit FamilyDollar.com to get Smart Coupons!

1Google Play and the Google Play logo are trademarks of Google Inc. Apple and the Apple logo are trademarks of Apple Inc. App Store is a service mark of Apple Inc. 05/15 Page 2 BASE AB#206 NP

Get ready to grill

Homeline Trash Bags
30 gal., 17-33 ct.

Save More!
50¢ OFF
with SmartCoupon¹

Homeline Foam Plates 100 ct.

\$3.25

\$4.50

Kingsford Lighter
Fluid 32 oz.

\$5

Kingsford Heavy
Duty Grill Cleaner
19 oz.

\$30

Family Chef
Charcoal Grill
18.5"

Sale!
\$7.50

Kingsford
Original
Charcoal 8 lbs.

IT PAYS TO BE
PREPARED
FOR SUMMER



**GET UP
TO A \$10
REWARD***

when you buy \$25 (excluding tax)
of participating products in one
transaction between
5/8/22 and 7/2/22

*Terms and restrictions apply. See
www.activaterewards.com/Summer/FamilyDollar
for full details and participating products.

Aveeno BAND-AID Benadryl
Desitin Imodium Johnson's
NEOSPORIN Neutrogena Pepcid
VISINE ZYRTEC

Use products only as directed. © J&JCI 2022
BAND-AID[®] is a registered trademark of Johnson & Johnson.
© McNeil Nutritionals, LLC 2022 ©McNeil Consumer
Pharmaceuticals Co. 2022.



SUBJECT FOR DISCUSSION

Approving a Resolution Accepting the Coyote Creek PUD Filing No. 5 Preliminary Plat.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The applicants, Bob Quinette and Lupton Land L.L.C. have applied for approval of a Preliminary Plat, known as the Coyote Creek PUD Filing No. 5 Preliminary Plat. A public hearing for this application was held on October 13, 2022, and Planning Commission recommended approval to City Council of the Preliminary Plat.

The site that is the subject of the Preliminary Plat is located adjacent to the north and south of Coyote Creek Drive. It is west and adjacent to College Ave in the Northwest Quarter of Section 4, Township 1 North, Range 66 West of the 6th Principal Meridian, City of Fort Lupton., County of Weld, State of Colorado (the Property). The proposed Preliminary Plat is for a single-family detached residential subdivision that will include 61 lots. The subdivision is 10 acres, more or less.

The property is currently zoned PUD, with details of the PUD on the Coyote Creek Development Plan from 1996. Pursuant to the Municipal Code, prior to a preliminary plat for a proposed subdivision, a sketch plat must be approved by City Council. The above-mentioned Coyote Creek Development Plan serves as the Master Plan and Sketch Plan for this property.

FINANCIAL CONSIDERATIONS

All applicable land use application fees have been paid and a fee deposit has been submitted to cover costs related to the application.

LEGAL/POLITICAL CONSIDERATIONS

Notice was mailed to neighbors within 500 feet of the Property on *September 28, 2022*.

Notice of the public meetings was posted on *September 28, 2022*, pursuant to the Subdivision Regulations, which require the Applicant post the Property with notice of the hearings at least 15 days prior to meetings.

The Subdivision Regulations require published notice of the meetings in a timely manner prior to the hearings. The Planning Commission and City Council meetings were published in the Fort Lupton Press on December 29, 2022.

ALTERNATIVES/OPTIONS

The City Council has the following options for each request:

- a) Approve the proposed resolution.

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

- b) Approve the proposed resolution with conditions.
- c) Continue the hearing for additional information or further study.
- d) Deny the proposed resolution.

STAFF RECOMMENDATIONS

Staff recommends conditional approval of the Coyote Creek PUD Filing No. 5 Preliminary Plat.

Attachments:

- a. Proposed Resolution
- b. Planning Commission Resolution P2022-002
- c. Planning Commission Minutes
- d. Staff Report
- e. Project Description
- f. Preliminary Plat
- g. Legal Notifications

RESOLUTION NO. 2022Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE COYOTE CREEK PUD FILING NO. 5 PRELIMINARY PLAT FOR A SINGLE-FAMILY DETACHED RESIDENTIAL SUBDIVISION

WHEREAS, the Planning Commission held a public hearing on October 13, 2022, for the purpose of reviewing the Coyote Creek PUD Filing No. 5 Preliminary Plat; and

WHEREAS, the Coyote Creek PUD Filing No. 5 Preliminary Plat proposes to develop a property for a single-family detached residential subdivision with 59 lots and an open space amenity area; and

WHEREAS, after review of the application for the Coyote Creek PUD Filing No. 5 Preliminary Plat, and consideration of staff comments, applicant's presentation, and any public input, the Planning Commission recommended approval of the Coyote Creek PUD Filing No. 5 Preliminary Plat; and

WHEREAS, all legal requirements for the public hearing have been met, including mailing of public hearing notices to adjacent property owners within 500 feet; and

NOW THEREFORE BE IT RESOLVED, that the Fort Lupton City Council reviewed the plans and supporting documentation, all referral comments and any citizen input in response to this application. Based upon review of the applicable policies and goals in the Fort Lupton Comprehensive Plan, review of the Subdivision and Zoning Regulations, an analysis of referral comments and facts presented on this date, the City Council hereby recommends approval of the Coyote Creek PUD Filing No. 5 Preliminary Plat located in the Northeast Quarter of Section 5, Township 1 North, Range 66 West of the 6th P.M., City of Fort Lupton, County of Weld, State of Colorado with the following conditions:

I. Prior to finalizing the Preliminary Plat:

- A. The title of the Preliminary PUD Plat shall include the Project No.: LUP2022-0018 & Plan No.: PPL2022-0003.
- B. The Applicant shall update the Preliminary Plat with any redlined changes provided by staff.
- C. The Applicant shall work with City staff to finalize the street names within the development.
- D. The Applicant shall adequately address all comments from the Public Works Director.
- E. The Applicant shall adequately address all comments from the Fort Lupton Fire Protection District.
- F. The Applicant shall provide evidence that all lighting on site shall be downcast lighting.
- G. The Applicant shall adequately address maintenance of the sidewalk along Highway 52.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 1st DAY OF NOVEMBER, 2022.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

RESOLUTION NO. P2022-XXX

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF THE COYOTE CREEK PUD FILING NO. 5 PRELIMINARY PUD PLAT LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, JR Engineering (“Applicants”) have applied for approval of the Coyote Creek PUD Filing No. 5 Preliminary Plat for 61 single family detached residential lots (the “Application”); and

WHEREAS, the Planning Commission held a public meeting on October 13, 2022 for the purpose of reviewing the Coyote Creek PUD Filing No. 5 Preliminary Plat; and

WHEREAS, after review of the Application and consideration of staff comments, Applicant’s presentation and any public input, Planning Commission finds the request for the Coyote Creek PUD Filing No. 5 Preliminary Plat conforms with City codes and requirements and policies therein; and

WHEREAS, all legal notification requirements have been met, including publishing the time and place of the public hearings in the Fort Lupton Press, posting notice at least fifteen (15) days before the hearings on the property, mailing notice to property owners within five-hundred (500) feet of the property; and

NOW THEREFORE BE IT RESOLVED, the Planning Commission has considered the application and has taken into consideration staff comments, the applicant presentation, all referral comments and any citizen testimony in response to this application. Based upon the review of applicable policies and goals in the Fort Lupton Comprehensive Plan, review of the Subdivision and Zoning Regulations, and the facts presented on this date, the Planning Commission hereby recommends approval of Coyote Creek PUD Filing No. 5 Preliminary Plat for a planned unit development located in the northeast quarter of section 5, Township 1 North, Range 66 West of the 6th Principal Meridian, City of Fort Lupton, County of Weld, State of Colorado, with the following conditions:

- I. Prior to finalizing the Preliminary Plat:
 - A. The title of the Preliminary PUD Plat shall include the Project No.: LUP2022-0018 & Plan No.: PPL2022-0003.
 - B. The Applicant shall update the Preliminary Plat with any redlined changes provided by staff.
 - C. The Applicant shall work with City staff to finalize the street names within the development.
 - D. The Applicant shall adequately address all comments from the Public Works Director.
 - E. The Applicant shall adequately address all comments from the Fort Lupton Fire Protection District.
 - F. The Applicant shall provide evidence that all lighting on site shall be downcast lighting
 - G. The Applicant shall adequately address maintenance of the sidewalk along Highway 52.

DONE THIS 13th DAY OF OCTOBER, 2022, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.

Chairman

ATTEST:

Planning Director

This Resolution has been Approved by Planning Commission, however signatures were not able to be collected prior to publishing of the City Council Agenda.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
October 13, 2022**

The Planning Commission of the City of Fort Lupton met in session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the Planning Commission and virtually via GoToMeeting, on Thursday, October 13, 2022.

Chair Mike Simone called the meeting to order at 6:00 p.m.

ROLL CALL

Commissioners Present: Chair Mike Simone, Vice-Chair Bushrod White, Kathy Kvasnicka, Thomas Holton and Jimmy Dominguez.

City Staff Present: Planning Director Todd Hodges, Planner Clay Hartley and Planning Technician Magaly Morales-Tejada.

APPROVAL OF AGENDA

Bush White moved to approve the agenda and Kathy Kvasnicka seconded.

CONSENT AGENDA

Bush White moved to approve the consent agenda and Kathy Kvasnicka seconded.

PUBLIC COMMENT

There was no public comment.

PUBLIC HEARINGS

P2022-018 Coyote Creek PUD Filing No. 5 Preliminary Plat

Planner Clay Hartley presented this item. He stated that the applicant is requesting approval of a preliminary plat for a residential subdivision located in the southwest corner of the Coyote Creek development that will include 61 single-family detached homes, including open space amenity area. The area is zoned PUD Planned Unit Development with residential uses. All notification requirements have been met and the applicant is present to provide a brief presentation.

Kenneth Merritt, the applicant, provided a presentation. He stated that this is the fifth filing for the Coyote Creek Development and will include 61 single-family detached homes

Chair Simone opened up the public comment portion of this hearing at 6:10pm. Hearing none, public comment was closed at 6:11pm.

Chair Simone opened up the hearing to Commissioners comments and questions. Commissioners discussed:

- Maintenance of open space areas
- Sidewalk maintenance along Highway 52
- Conformance with comprehensive plan zoning

With no further discussion, Member White motioned to approved P2022-018 Coyote Creek PUD Filing No. 5 Preliminary Plat. Jimmy Dominguez seconded. Motion passed unanimously.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
October 13, 2022

P2022-019 High Pointe Annexation

Planner Clay Hartley presented this item. He stated that the applicant has submitted a request for annexation of one parcel of land located south and adjacent to State Highway 52 with initial zoning to the 'A' Agriculture Zone District. The parcel is 181.907 acres in size and is contiguous with existing City limits. The annexation meets the goals of the Comprehensive plan. All notification requirements have been met and the applicant is present to provide a brief presentation.

JR Osborne provided a presentation. He stated that the plan for this property once annexed is for a residential subdivision with some commercial acreage, which is the concept plan being presented as a separate agenda item.

Chair Simone opened up the public comment portion of this hearing at 6:30pm.

Janice Wilkin asked if a traffic study had been done, why all neighbors who access County Road 12 had not been notified and if there are any proposed road improvements.

No further public comment was made, the public comment portion of the hearing was closed at 6:32PM.

Chair Simone opened up the discussion to Commissioners comments and questions. Commissioners discussed:

- Current city limits near the property.
- Conformance with the Comprehensive Plan.
- Option to table this hearing to review the concept plan.

With no further discussion, Member White motioned to approve P2022-019 High Pointe Annexation. Member Kvasnicka seconded. Motion passed with 4 yay votes and 1 nay vote.

DISCUSSION ITEMS

High Pointe Concept Plan

Planner Clay Hartley presented this item. He stated that with the new development code in place, concept plans are no longer items that will be voted on and are now discussion items meant to provide Planning Commission an opportunity to provide feedback to the applicant. The proposed concept plan would provide lots for housing and a significant portion of the development would be dedicated to open space. The entire parcel is vacant agricultural land currently, with oil and gas wells in the southern half of the property. The applicant is present to provide a presentation and discuss the concept with commissioners.

JR Osborne, the applicant, provided a presentation. He stated that the concept plan for this property includes 298 residential lots, 2 of which are estate lots and commercial along the Highway 52 corridor. The plan also includes a neighborhood park and open space with trails throughout the property. The bonus density requirements in the Development Code were met in order to propose the 298 lots.

Chair Simone opened up the discussion to Commissioners comments and questions. Commissioners discussed:

- Necessary road improvements
- When a traffic study will be done and what it will address

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
October 13, 2022**

- Wildlife, specifically Eagle, protection
- Proposed lot sizes
- Bonus density requirements
- Possibly moving commercial and the type of allowable commercial
- Internal road and open space maintenance

Chair Simone opened up the discussion for public comment.

Janice Wilkins asked how the road will be laid out and stated that she has concerns with traffic incidents near Mountain Sky and would not like to see the same with this development.

Chris Barker asked about the usability on the open space pipe lines, where non-potable water comes from and if there are available utilities down County Road 12 or Highway 52.

The applicants acknowledged the Commissioner's and Public's concerns and stated they would use the feedback received to continue working on the plans for this development.

Review of Meeting Discussion

A review of meeting discussion took place.

FUTURE BUSINESS

The next meeting of the Planning Commission will be on October 13, 2022 at 6:00 PM.

ADJOURNMENT

Chair Simone adjourned the meeting at 7:03 PM.

Submitted by

Magaly Morales-Tejada, Planning Technician

Approved by Planning Commission

Mike Simone, Chair



**COYOTE CREEK PUD FILING NO. 5 PRELIMINARY PLAT
STAFF REPORT
LUP2022-0018 & PPL2022-0003**

PROJECT DESCRIPTION

Project Nos.: LUP2022-0018 & PPL2022-0003

Project Name: Coyote Creek PUD Filing No. 5 Preliminary Plat

Owner's Name: Bob Quinette with Lupton Land LLC

Representative's Name: Kenneth Merritt with JR Engineering

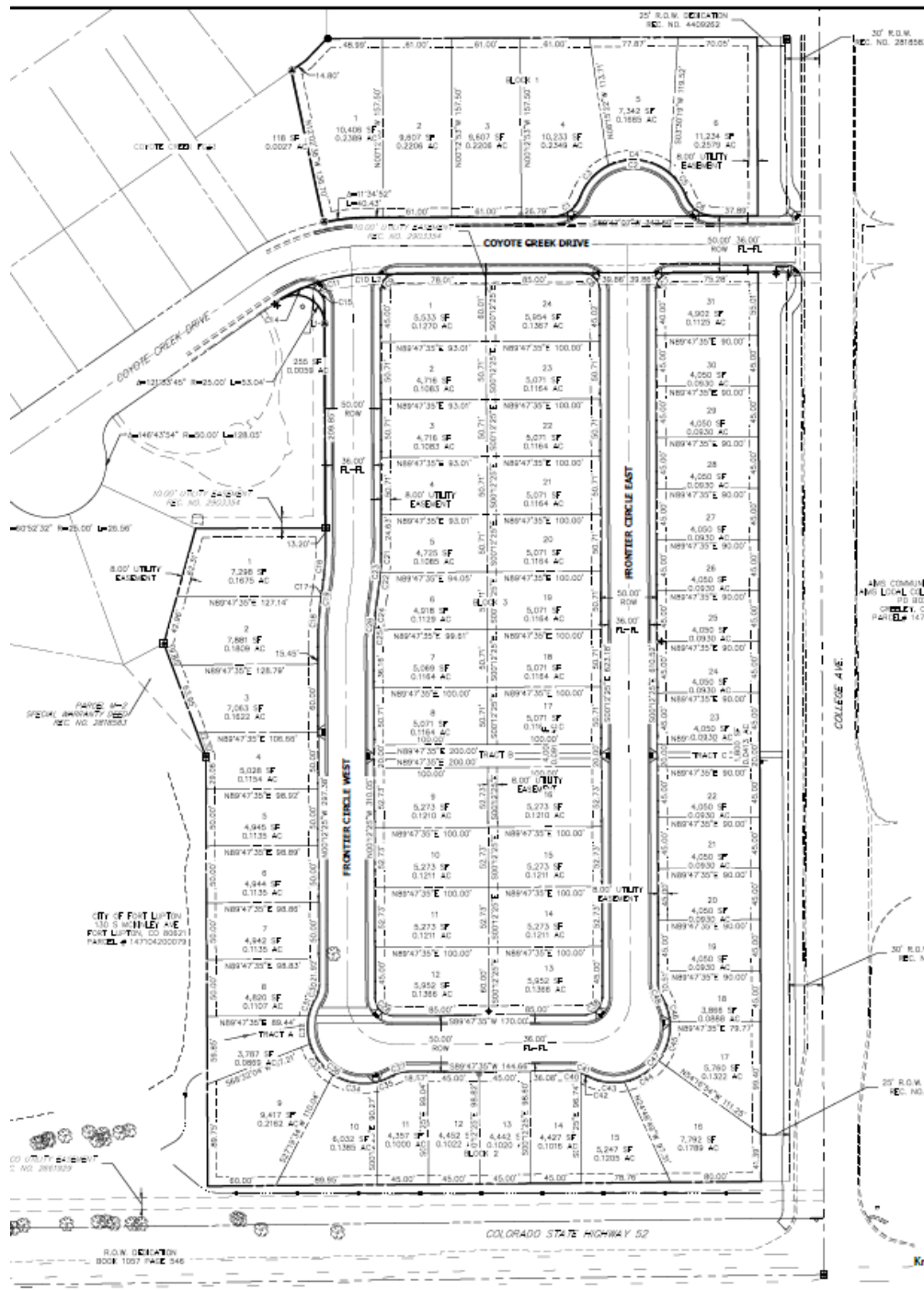
Location of Request:

The site consists of land located adjacent to the north and south of Coyote Creek Drive approximately 25 feet west of College Ave (the "Property"). The Property is located in the Northwest Quarter of Section 4, Township 1 North, Range 66 West of the 6th Principal Meridian, City of Fort Lupton., County of Weld, State of Colorado.



Nature of Request:

The Applicant has submitted a request for a preliminary plat for 61 single-family detached residential lots and will include **.22 acres of common open space.**



Site Size: 10 acres, more or less.

Zone District: PUD Planned Unit Development.

Proposed Use: Residential uses to include 61 single-family detached residential lots, including open space amenity area.

Existing Use: Vacant

Hearing Dates: Planning Commission – October 13, 2022 at 6:00 PM; and
City Council – November 1, 2022 at 6:00 PM.

Hearing Location: Fort Lupton City Hall – Council Chambers, 130 S. McKinley Ave., Fort Lupton, Colorado, with an option to attend virtually via GoToMeeting.

Staff Recommendation: Approval with conditions, as shown on the proposed resolution.

SUMMARY OF PREVIOUS APPLICATIONS

This property was originally annexed in 1994 with a larger area that was known as the Twombly Annexation. The Coyote Creek Development Plan from 1996 serves as the master PUD plan for this property. This piece is considered the fifth filing of the Coyote Creek development.

APPLICATION PROCESS

The Applicant is requesting approval of a preliminary plat for a residential subdivision that will include 61 single-family detached homes, including open space amenity area.

This application is being review under the Fort Lupton Municipal Code (“FLMC”). Pursuant to Sec. 17-22(b)(14) of the FLMC after required public notice of the preliminary plat, the Planning Commission shall consider the application, referral comments and any public testimony at a public hearing and make a recommendation to City Council to approve, approve with conditions or deny the preliminary plat. The Planning Commission’s comments shall be based on the evidence presented, conformance with the Comprehensive Plan and compliance with the City’s standards, regulations and policies.

The City Council shall then conduct a public hearing and evaluate the preliminary plat, referral agency comments, Planning Commission recommendation and any public testimony. City Council shall approve, conditionally approve, continue for additional information or for further study or deny the application based on the evidence presented and compliance with the City’s standards, regulations and policies and other guidelines.

NOTIFICATION REQUIREMENTS

The Subdivision Regulations require published notice of the hearings in a timely manner prior to the hearings. The Planning Commission and City Council hearings were published in the Fort Lupton press on September 22, 2022.

Notice of the public hearings were posted on the Property on September 27, 2022, pursuant to the Subdivision Regulations, which require the Applicant post the Property with notice of the hearings at least fifteen (15) days prior to the hearings.

Notice was mailed to neighbor within 500 feet of the Property, and owners and lessees of mineral interests on September 27, 2022.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

The area is zoned PUD Planned Unit Development with residential uses. The objective of a PUD is to provide for the planning and development of substantial tracts of land, suitable in location and character for the uses proposed, as unified and integrated entities in accordance with detailed development plans.

The Preliminary Plat is for a residential subdivision to include 61 single-family detached residential lots, including common areas and interconnecting trails. The Applicant has submitted the required documents pursuant to the Code.

The PUD plan was previously approved.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Future Land Use Map designates this area for Single-Family Attached land uses. This designation allows for single-family attached homes in formal, planned developments. These provide higher density and more affordable housing options to complement traditional single-family detached neighborhoods.

The proposed development plans for single-family detached homes within Filing No. 5. The Master Planned Coyote Creek Development originally proposed multi-family housing at this location, however did provide for the ability to develop single-family attached or detached housing.

REFERRALS

Referrals were provided to the list below.

City Attorney	Police Chief	Public Works Director
Building Inspector	Golf Course Manager	GIS Specialist
Fort Lupton Fire Protection District	CDOT	Weld County School District RE-8
Weld County GIS	Colorado Parks and Wildlife	NCWCD
United Power	Comcast	CenturyLink
Xcel Energy	Postmaster	

Additional documents are available for review at www.fortluptonco.gov/DocumentCenter/Index/693.

Coyote Creek Filing No. 5 – Development Narrative

Coyote Creek Filing 5 is generally located south of Coyote Creek Drive in the southeast corner of the approved Coyote Creek PUD Master Development Plan and is designated as Parcels A & B being approximately 10 acres in size. Parcels A & B is currently identified on the approved PUD Master Development Plan as Multi-Family and allows for up to 149 Multi-Family Dwelling Units with an allowed Density of 14.9 Dwelling Unit per Acre. Coyote Creek Filing 5 is proposing to modify the current approved Land Use from Multi-Family to Single Family Detached Residential which if approved would allow for 61 Single Family Detached Residential Lots on 10 Acres with a Gross Density of 6.1 Dwelling Units per Acres.

Also included as part of Coyote Creek Filing 5 Development are 2.4 Acres of Public Street Right-of –Way Dedication (23% of Total Site Area), 0.22 Acres of Common Open Space (2.1% of Total Site Area) to also be owned and maintained by the Coyote Creek Filing 5 Home Owners Association (HOA). When approved by the City the Developers of Coyote Creek Filing 5 will also be responsible to construct all necessary Public Roads, Water, Sanitary Sewer, Storm Sewer and Gray Water Irrigation infrastructure needed to support the proposed Single Family Residential Development.

**COYOTE CREEK PA-5 LOCATED IN
NW QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF
6TH P.M., FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO.: LUP & PLAN NO.:**

OWNER:

LUPTON LAND, LLC (303) 587-1966
10221 PRESTWICK TRAIL
LONE TREE, CO 80124
ATTN: BOB QUINETTE

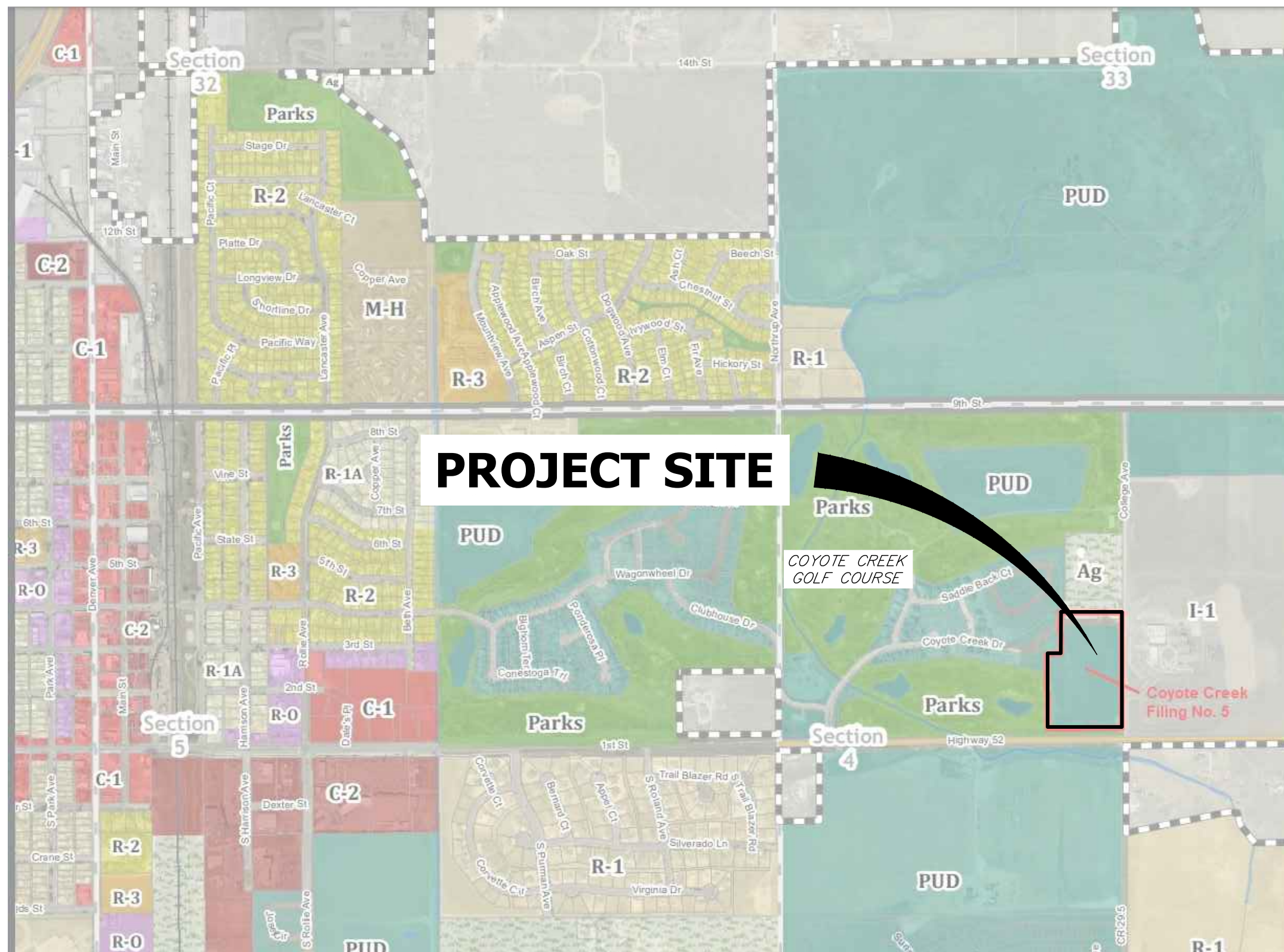
PLANNER/CIVIL ENGINEER/LANDSCAPE ARCHITECT

JR ENGINEERING (970) 305-6754
2900 SOUTH COLLEGE AVENUE, SUITE 3D
FORT COLLINS, CO 80525
ATTN: KEN MERRITT

CITY
CITY OF FORT LUPTON, ENGINEERING (720) 466-6106
130 SOUTH MCKINLEY AVENUE
FORT LUPTON, CO. 80621
ATTN: TODD HODGES

WELD COUNTY BENCHMARK 4907, 3-3/4" PIPE CAP ON
PIPE APPROXIMATELY 90 FEET WEST OF THE WESTERLY
MOST RAILROAD TRACK AND 26 FEET SOUTH OF THE
CENTERLINE OF 9TH STREET, ELEVATION=4908.22 (NAVD88)

THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH
PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTH
END BY A 3-1/4" ALUMINUM CAP STAMPED "1/4 2003 PLS
14823" IN A RANGE BOX AND AT THE SOUTH END BY A #6
REBAR WITH 3-1/4" ALUMINUM CAP STAMP ILLEGIBLE OFF
TO THE SIDE IN A RANGE BOX, BEARING N00°16'07"W AS
REFERENCED TO COLORADO STATE PLANE NORTH ZONE.



SCALE: 1" = 1000'

NO HOME MODEL ELEVATION SHALL BE REPEATED MORE THAN ONCE EVERY FOURTH (4TH) LOTS ON THE SAME SIDE OF THE STREET (E.G. THE FIRST AND FIFTH LOTS IN A ROW MAY CONTAIN THE SAME MODEL ELEVATION, BUT THE SECOND AND THIRD LOT MUST CONTAIN TWO (2) DIFFERENT MODEL ELEVATIONS.

ALL STREET FACING GARAGE DOORS ON GARAGES ATTACHED TO PRINCIPAL DWELLING STRUCTURES SHALL HAVE THE ABILITY TO BE PROUD OF THE FRONT FACADE OF THE DWELLING PORTION OF THE STRUCTURE AND/OR FRONT PORCH. GARAGE DOORS SHALL NOT COMPRISE MORE THAN FORTY-FIVE (45) PERCENT OF THE FRONT FACADE OF THE PRINCIPAL DWELLING STRUCTURE FOR TWO-CAR GARAGES NOR MORE THAN FIFTY (50) PERCENT FOR THREE-CAR GARAGES.

FENCES SHALL BE CONSTRUCTED PER THE FORT LUPTON MUNICIPAL CODE, EXCEPT THAT CHAIN LINK/WOVEN WIRE FENCES ARE NOT AN ALLOWED MATERIAL. (SEE DETAIL SHEET 11)

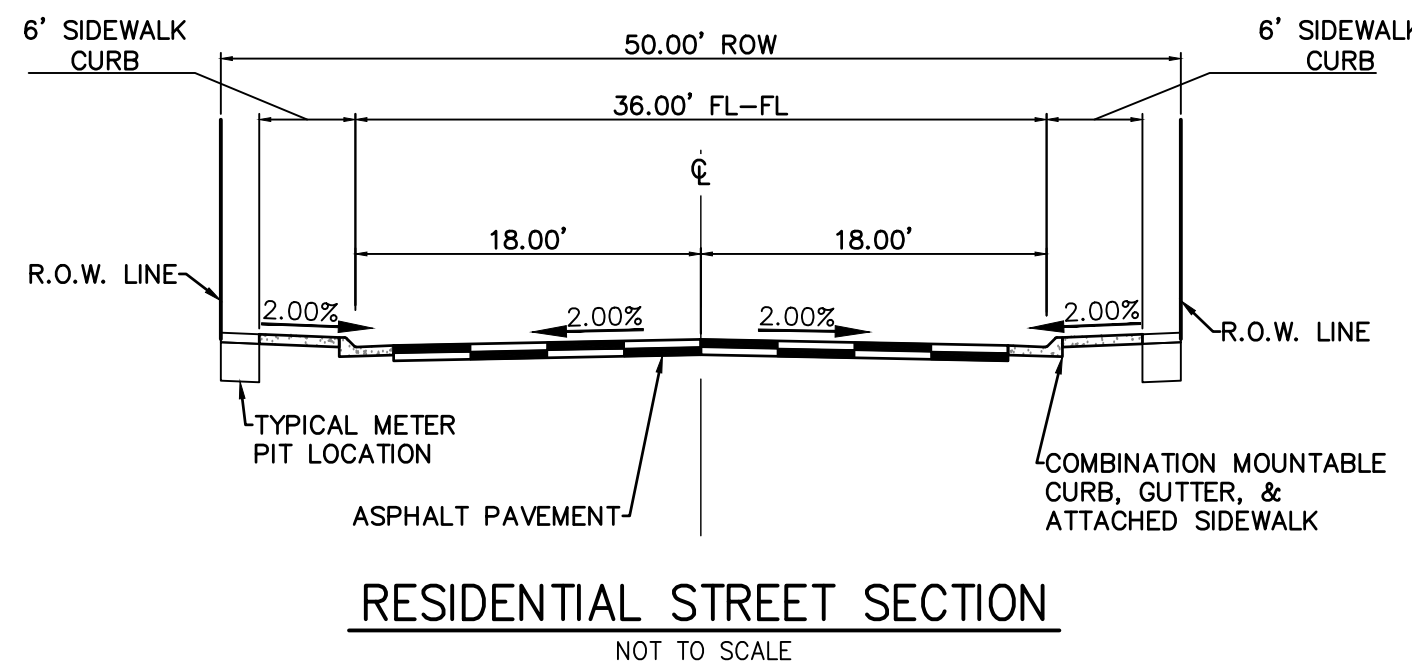
ALL PUBLIC WATER , STORM SEWER AND SANITARY SEWER MAINS AND APPURTENANCES LOCATED IN PUBLIC ROW SHALL BE MAINTAINED BY THE CITY OF FORT LUTPON PUBLIC WORKS DEPARTMENT. ALL PUBLIC WATER , STORM SEWER, SANITARY SEWER MAINS AND APPURTENANCE S UNDER PRIVATE DRIVES ARE LOCATED IN UTILITY EASEMENTS. CITY IS RESPONSIBLE FOR MAINTENANCE OF THESE WATER,STORM AND SANITARY SEWER FACILITIES. CITY IS NOT RESPONSIBLE FOR REPAIR OR REPLACEMENT OF PRIVATE DRIVE, CURB AND GUTTER OR LANDSCAPING DAMAGED DURING UTILITY REPAIR OR MAINTENANCE.

1	-	COVER SHEET
2	-	PRELIMINARY PLAT
3	-	PRELIMINARY SITE PLAN
4	-	PRELIMINARY GRADING & EROSION CONTROL PLAN
5	-	PRELIMINARY DRAINAGE PLAN
6	-	PRELIMINARY UTILITY PLAN
7-9	-	PRELIMINARY STREET PLAN AND PROFILE
10-11	-	LANDSCAPE PLAN
12-30	-	PRODUCT ELEVATIONS & PLANS
TOTAL		= 30

TOTAL SITE AREA - 9.996AC
NUMBER OF LOTS - 61 LOTS
GROSS DENSITY - 6.102 DU'S/AC
MINIMUM LOT SIZE - 3,866 SF
MAXIMUM LOT SIZE - 11,234 SF
AVERAGE LOT SIZE - 5954 SF

SINGLE FAMILY LOT AREA	343,563SF	7.887AC	78.90% OF SITE AREA
OPEN SPACE (TRACTS A-C)	9,586SF	0.220AC	2.20% OF SITE AREA
PUBLIC ROW	82,276SF	1.889AC	18.90% OF SITE AREA
TOTAL	435,425SF	9.996AC	100% OF SITE AREA

FRONT SETBACK	20' HOUSE / GARAGE
REAR YARD SETBACK	20'
SIDE ACCESS SETBACK	5'
CORNER SIDE YARD SETBACK AT ROW	15'



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PREPARED FOR
LUPTON LAND, LLC
10221 PRESTWICK TRAIL
LONE TREE, CO 80124
BOB QUINETTE
303-587-1966

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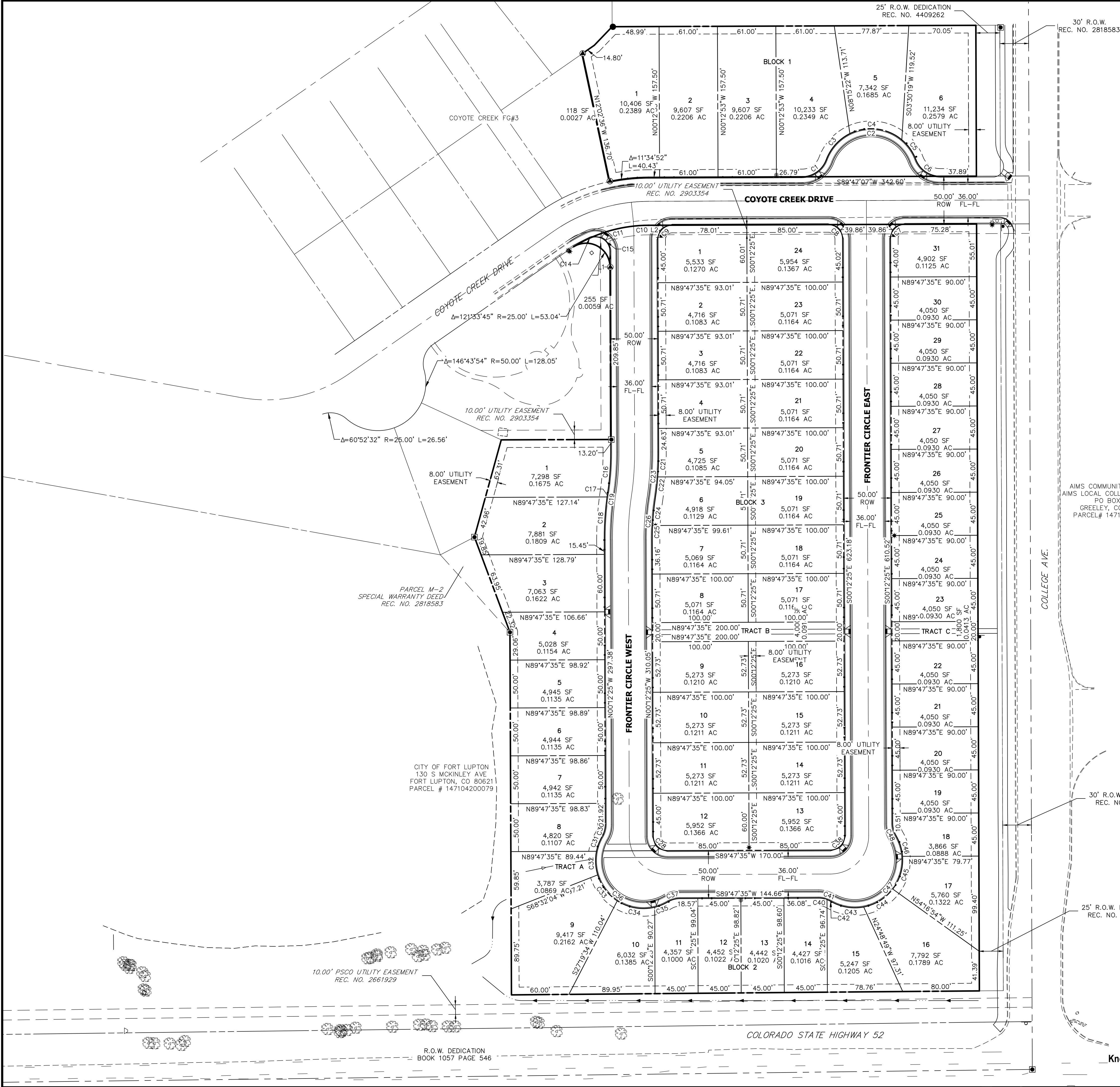
No.	REVISION		BY	DATE

COYOTE CREEK PUD FILING
NO. 5 PRELIMINARY PLAT

COVER SHEET

SHEET 1 OF 30

JOB NO. 16093.01



LEGAL DESCRIPTION

TWO PARCELS OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE CENTER 1/4 CORNER BY A 3-1/4" ALUMINUM CAP WITH ILLEGIBLE STAMPING IN A RANGE BOX, AND AT THE WEST QUARTER CORNER BY AN ALUMINUM CAP STAMPED "LS 13155" BEARING S89°17'03" A DISTANCE OF 2647.93 FEET AS REFERENCED TO COLORADO STATE PLANE NORTH ZONE, NAD(83).

PARCEL 5-A:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;
THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 82.71 FEET;
THENCE DEPARTING SAID EAST LINE, S89°17'03" A DISTANCE OF 55.00 FEET, TO THE POINT OF BEGINNING;
THENCE S89°30'42"W A DISTANCE OF 488.71 FEET, TO A POINT ON THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 1553 AT PAGE 516, IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;
THENCE ON SAID EASTERLY LINE, N00°14'34"W A DISTANCE OF 378.66 FEET, TO THE SOUTHEASTERLY CORNER OF PARCEL M-2 AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2818583;
THENCE ON THE EASTERLY LINE OF SAID PARCEL M-2, N20°26'53"W A DISTANCE OF 106.12 FEET, TO A POINT ON THE SOUTHEASTERLY CORNER OF LOT 1 BLOCK 1 COYOTE CREEK FILING NO. 3 RECORDED UNDER RECEPTION NO. 2832671;
THENCE ON THE EASTERLY LINE OF SAID BLOCK 1 COYOTE CREEK FILING NO. 3, THE FOLLOWING FOUR (4) COURSES:

- N15°25'44"E A DISTANCE OF 105.27 FEET;
 - N89°47'35"E A DISTANCE OF 114.28 FEET;
 - N00°12'25"W A DISTANCE OF 180.06 FEET, TO A POINT OF CURVE;
 - ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 121°33'45" AND AN ARC LENGTH OF 53.04 FEET, TO A POINT OF REVERSE CURVE ON THE SOUTHERLY RIGHT-OF-WAY OF COYOTE CREEK DRIVE, AS SHOWN ON THE PLAT OF SAID COYOTE CREEK FILING NO. 3;
- THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES:
- ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 31°33'17" AND AN ARC LENGTH OF 82.61 TO A POINT OF TANGENT;
 - N89°47'07"E A DISTANCE OF 342.60 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLLEGE AVENUE, AS RECORDED UNDER RECEPTION NO. 4409262;
- THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, S00°12'25"E A DISTANCE OF 800.80 FEET, TO THE POINT OF BEGINNING.
- CONTAINING A CALCULATED AREA OF 372,791 SQUARE FEET OR 8.5581 ACRES.

PARCEL 5-B:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;
THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 933.03 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COYOTE CREEK DRIVE AS SHOWN ON THE PLAT OF COYOTE CREEK FILING NO. 3 RECORDED UNDER RECEPTION NO. 2832671, IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;
THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, S89°47'07"W A DISTANCE OF 55.00 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLLEGE AVENUE AS RECORDED UNDER RECEPTION NO 4409262, AND THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES:

- S89°47'07"W A DISTANCE OF 342.60 FEET, TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 11°49'43" AND AN ARC LENGTH OF 41.29 FEET, TO A POINT OF NON-TANGENT BEING THE SOUTHEASTERLY CORNER OF LOT 49 BLOCK 3 AS SHOWN ON SAID PLAT COYOTE CREEK FILING NO. 3;

THENCE ON THE EASTERLY LINES OF SAID BLOCK 3 COYOTE CREEK FILING NO. 3, THE FOLLOWING THREE (3) COURSES:

- N12°02'36"W A DISTANCE OF 136.33 FEET;
- N55°08'04"E A DISTANCE OF 15.74 FEET;
- N43°48'13"E A DISTANCE OF 26.92 FEET, TO THE SOUTHWESTERLY CORNER OF THAT PROPERTY DESCRIBED AS THE CITY OF FORT LUPTON TANK AND PUMPSTATION SITE RECORDED IN BOOK 708 UNDER RECEPTION NO. 1630100;

THENCE ON SAID SOUTHERLY LINE, N89°47'07"E A DISTANCE OF 379.91 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID COLLEGE AVENUE;

THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, S00°12'25"E A DISTANCE OF 157.50 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 62,641 SQUARE FEET OR 1.4380 ACRES.

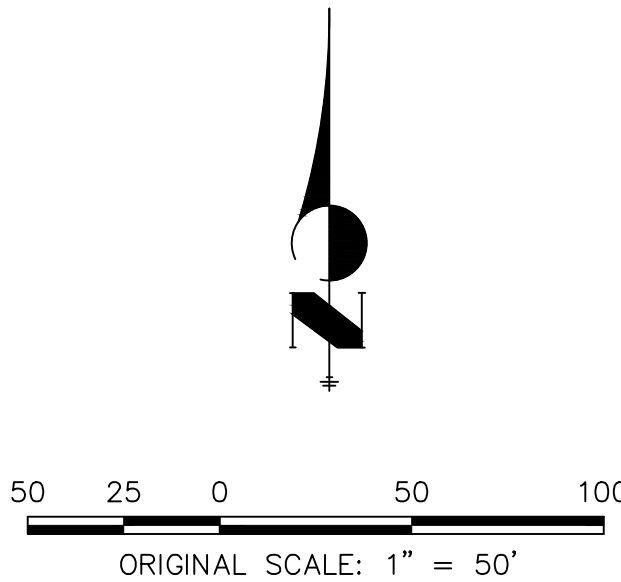
CONTAINING A COMBINED AREA OF 435,432 SQUARE FEET OR 9.9961 ACRES.

LAND SUMMARY CHART

TYPE	AREA (SF)	AREA (AC)
RESIDENTIAL LOTS	343,563	7.887
TRACTS	9,586	0.220
PUBLIC ROW	82,276	1.889
TOTAL	435,425	9.996



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PREPARED FOR
LUPTON LAND, LLC
10221 PRESTWICK TRAIL
LOVE TREE, CO 80124
BOB QUINETTE
303-587-1966

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COYOTE CREEK PUD FILING
NO. 5 PRELIMINARY PLAT

PRELIMINARY PLAT

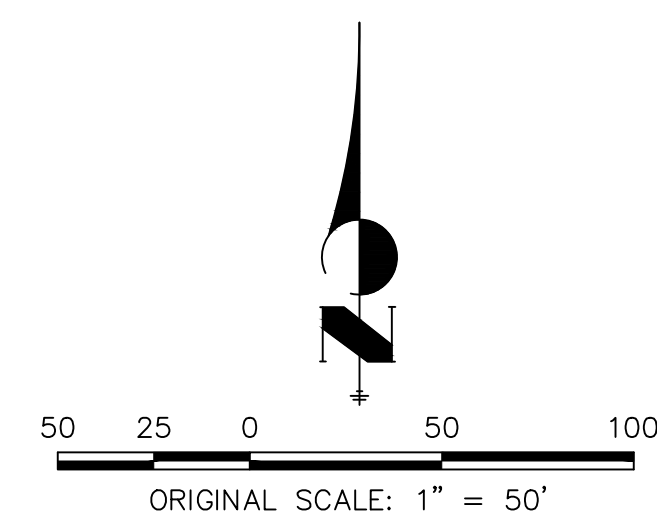
SHEET 2 OF 30

JOB NO. 16093.01

This is a detailed plat map showing three blocks of land. The map includes the following information:

- Block 1 (Top):** Contains Lots 1 through 6. Lot areas range from 118 SF to 11,234 SF. Includes a 10' wide concrete trail and a relocation of an electric box and street light.
- Block 2 (Bottom):** Contains Lots 1 through 15. Lot areas range from 4,357 SF to 5,247 SF. Includes a 10' wide grass lined swale and a discharge pipe.
- Block 3 (Middle):** Contains Lots 1 through 31. Lot areas range from 4,050 SF to 5,954 SF. Includes a dog waste station, a 10' wide concrete trail, and a relocation of an electric box and street light.
- Streets:** Coyote Creek Drive, Frontier Circle West, Frontier Circle East, and College Ave.
- Easements:** 8.00' utility easements, 5' concrete sidewalks, and 10' wide grass lined swales.
- Utilities:** Street lights (typical), dog waste station, and various utility lines.
- Other Features:** 25' R.O.W. Dedication, 30' R.O.W. Dedication, and various easements.

BOUNDARY LINE	
PROPERTY LINE	
EXISTING EASEMENT LINE	
PROPOSED EASEMENT LINE	
RIGHT OF WAY	
EXISTING WOODEN FENCE	
EXISTING GAS MAIN	
EXISTING SANITARY SEWER	
PROPOSED SANITARY SEWER	
EXISTING WATER MAIN	
PROPOSED WATER MAIN	
PROPOSED ELECTRIC	
EXISTING STORM DRAIN	
PROPOSED STORM DRAIN	
EXISTING CURB AND GUTTER	
PROPOSED SIGN	
PROPOSED CURB AND GUTTER	
EXISTING STREET LIGHTS	
PROPOSED STREET LIGHT	
3/4" METER VAULTS	
FIRE HYDRANT	



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SHEET 3 OF 30		COYOTE CREEK PUD FILING NO. 5 PRELIMINARY PLAT											
		PRELIMINARY SITE PLAN											
JOB NO. 16093.01		H-SCALE		1"=50'		NO.		REVISION		BY		DATE	
		V-SCALE		1"=X'									
		DATE		7/29/22									
		DESIGNED BY		AJH									
		DRAWN BY		JSC									
		CHECKED BY											

UNTIL SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE APPROPRIATE REVIEWING AGENCIES, JR ENGINEERING APPROVES THEIR USE ONLY FOR THE PURPOSES DESIGNATED BY WRITTEN AUTHORIZATION.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°12'25"W	209.85'
L2	N89°47'07"E	342.60'
L3	N06°06'38"W	15.98'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C41	30°27'58"	25.00'	13.29'
C42	30°27'58"	25.00'	13.29'
C43	15°05'56"	50.00'	131.71'
C44	15°05'56"	50.00'	131.71'
C45	15°05'56"	50.00'	131.71'
C46	15°05'56"	50.00'	131.71'
C47	15°05'56"	50.00'	131.71'
C48	30°27'58"	25.00'	13.29'
C49	25°45'23"	175.00'	78.67'
C50	5°53'45"	175.00'	18.01'
C51	31°39'09"	175.00'	96.68'

- A. ALL SITE GRADING (EXCAVATION, EMBANKMENT, AND COMPACTION) SHALL CONFORM TO THE RECOMMENDATIONS OF THE LATEST SOILS INVESTIGATION FOR THIS PROPERTY AND SHALL FURTHER BE IN CONFORMANCE WITH THE CITY OF FORT LUDLOW'S "STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS," LATEST EDITION.
- B. NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHEREVER POSSIBLE. EXPOSURE OF SOIL TO EROSION BY REMOVAL OR DISTURBANCE OF VEGETATION SHALL BE LIMITED TO THE AREA REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATION AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.
- C. TOPSOIL SHALL BE STOCKPILED TO THE EXTENT PRACTICABLE ON THE SITE FOR USE ON AREAS TO BE REVEGETATED. ANY AND ALL STOCKPILES SHALL BE LOCATED AND PROTECTED FROM EROSION ELEMENTS.
- D. TEMPORARY VEGETATION SHALL BE INSTALLED ON ALL DISTURBED AREAS WHERE PERMANENT SURFACE IMPROVEMENTS ARE NOT SCHEDULED FOR INSTALLATION WITHIN THREE MONTHS. VEGETATION SHALL BE GRASS, LEGUMINOUS, DROUGHT TOLERANT, NATIVE SPECIES MIX. (REFER TO SECTION 2.26.00 OF THESE STANDARDS AND SPECIFICATIONS FOR SEEDING MIX.) PROJECT SCHEDULING SHOULD TAKE ADVANTAGE OF SPRING OR FALL PLANTING SEASONS FOR NATURAL GERMINATION, BUT SEEDED AREAS SHALL BE IRRIGATED, IF CONDITIONS SO MERIT.
- E. AT ALL TIMES, THE PROPERTY SHALL BE MAINTAINED AND/OR WATERED TO PREVENT WIND-CAUSED EROSION. EARTHWORK OPERATIONS SHALL BE DISCONTINUED WHEN FUGITIVE DUST SIGNIFICANTLY IMPACTS ADJACENT PROPERTY. IF EARTHWORK IS COMPLETE OR DISCONTINUED AND DUST FROM THE SITE CONTINUES TO CREATE PROBLEMS, THE OWNER/DEVELOPER SHALL IMMEDIATELY INSTITUTE MITIGATIVE MEASURES AND SHALL CORRECT DAMAGE TO ADJACENT PROPERTY.
- F. TEMPORARY CUT/FILL SLOPES SHALL NOT EXCEED A STEEPNESS OF 2:1 (2H:1V). PERMANENT SLOPES SHALL NOT EXCEED 4:1 (4H:1V) IN AREAS TO BE SEED OR SODDED.
- G. UTILITY CONSTRUCTION IS NOT APPROVED UNDER THIS PLAN.
- H. THE OWNER/DEVELOPER SHALL PROVIDE ANY ADDITIONAL DUST ABATEMENT AND EROSION CONTROL MEASURES DEEMED NECESSARY BY THE CITY, SHOULD CONDITIONS MERIT THEM.
- I. TEMPORARY FENCES SHALL BE INSTALLED ALONG ALL BOUNDARIES OF THE CONSTRUCTION LIMITS OR PROPERTY LINES AS SHOWN ON THE APPROVED EROSION CONTROL PLAN, TO PREVENT GRADING ON PROPERTY NOT OWNED BY THE DEVELOPER. IN ADDITION, THE CITY MAY REQUIRE ADDITIONAL TEMPORARY FENCES IF FIELD CONDITIONS SO MERIT THEM.



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V-SCALE	N/A
DATE	7/29/22
DESIGNED BY	AJH
DRAWN BY	JSC
CHECKED BY	

NO. 5 PRELIMINARY PLAT
PRELIMINARY GRADING &
EROSION CONTROL PLAN

ET 4 OF 30

NO. 16093.01

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PREPARED FOR
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10221 PRESTWICK TRAIL
LONE TREE, CO 80124
BOB QUINETTE
P-303.587.1966

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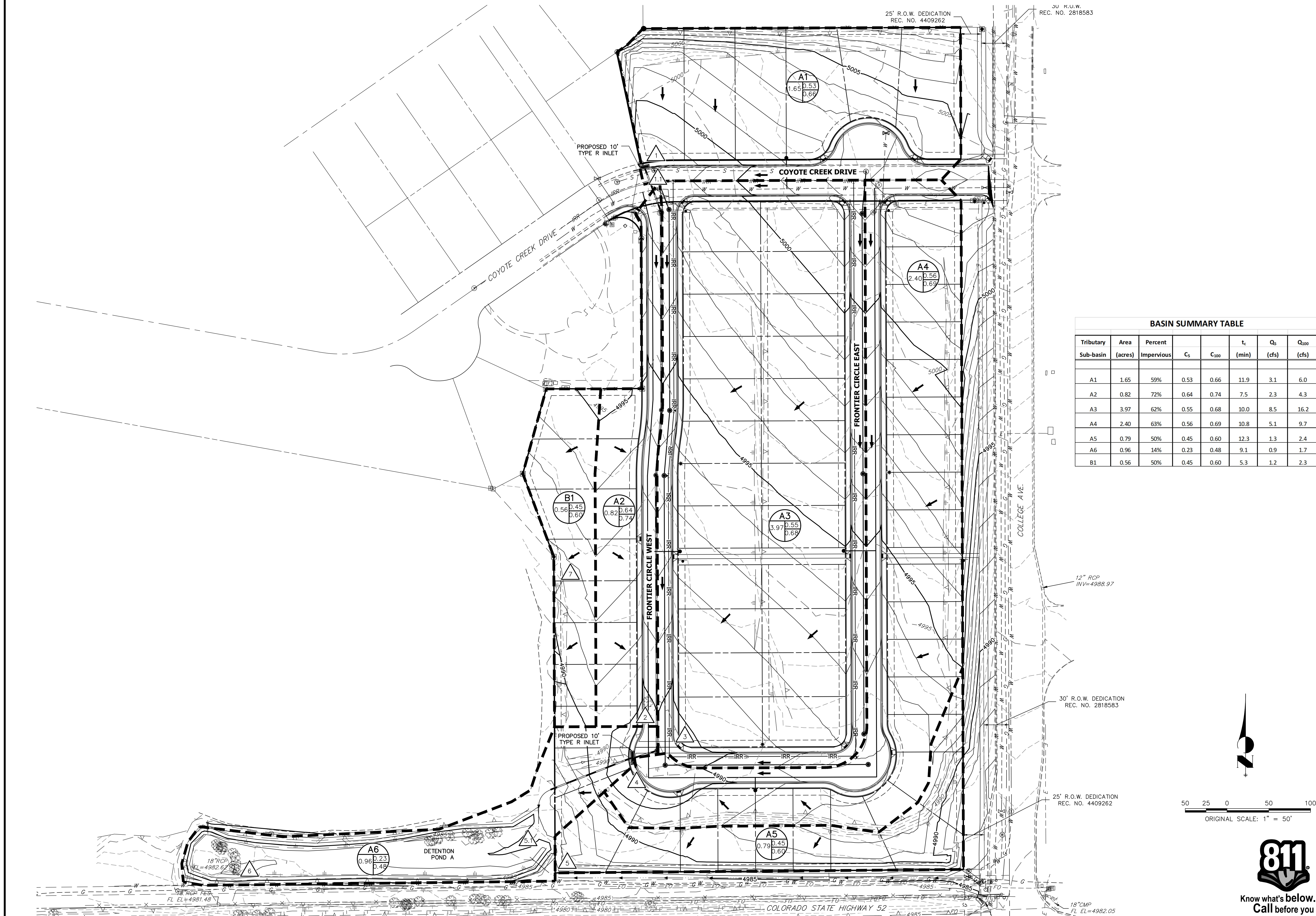
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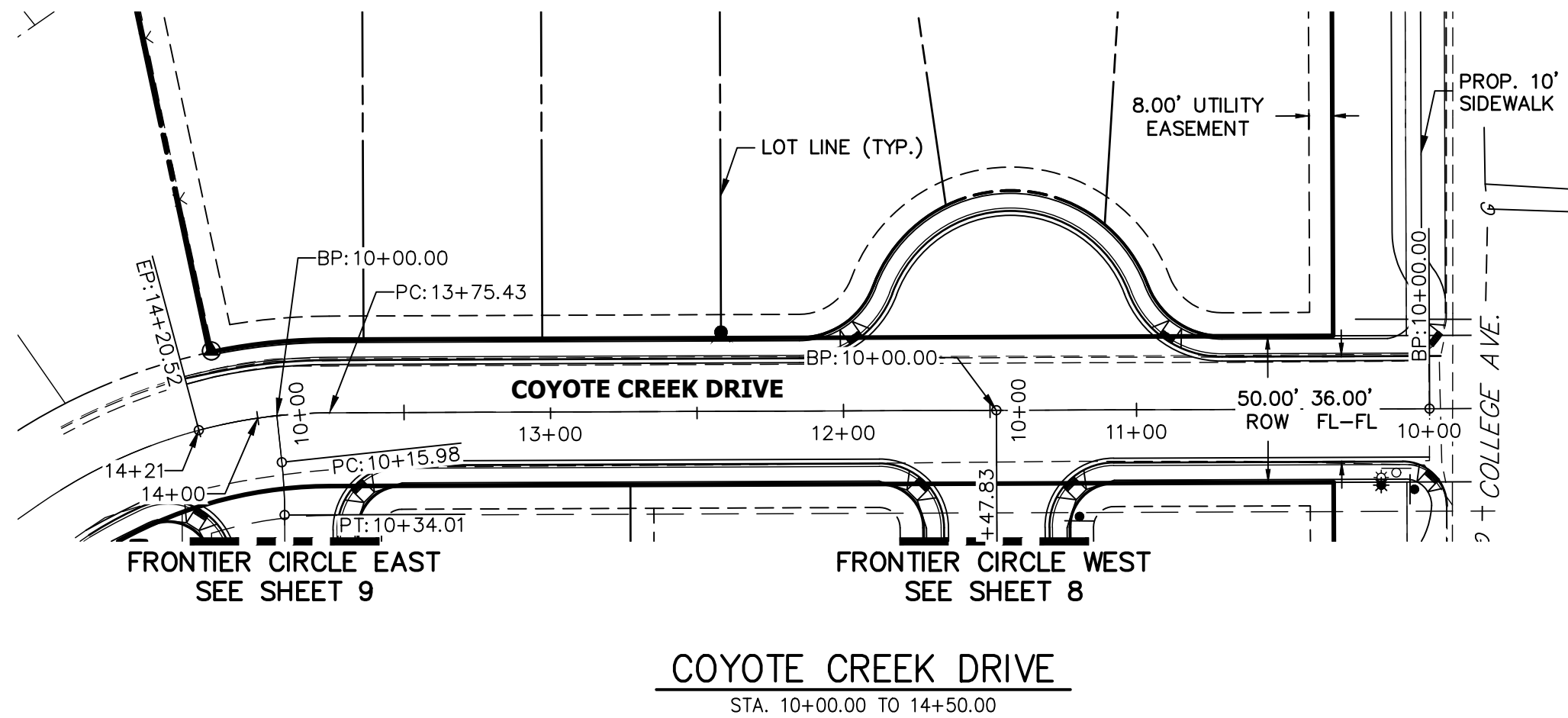
BASIN SUMMARY TABLE							
Tributary	Area	Percent			t _c	Q ₅	Q ₁₀₀
Sub-basin	(acres)	Impervious	C ₅	C ₁₀₀	(min)	(cfs)	(cfs)
A1	1.65	59%	0.53	0.66	11.9	3.1	6.0
A2	0.82	72%	0.64	0.74	7.5	2.3	4.3
A3	3.97	62%	0.55	0.68	10.0	8.5	16.2
A4	2.40	63%	0.56	0.69	10.8	5.1	9.7
A5	0.79	50%	0.45	0.60	12.3	1.3	2.4
A6	0.96	14%	0.23	0.48	9.1	0.9	1.7
B1	0.56	50%	0.45	0.60	5.3	1.2	2.3

H-SCALE	1"=50'	No.	REVISION	BY	DATE
V-SCALE	1"=X'				
DATE	7/29/22				
DESIGNED BY	AJH				
DRAWN BY	XXX				
CHECKED BY					

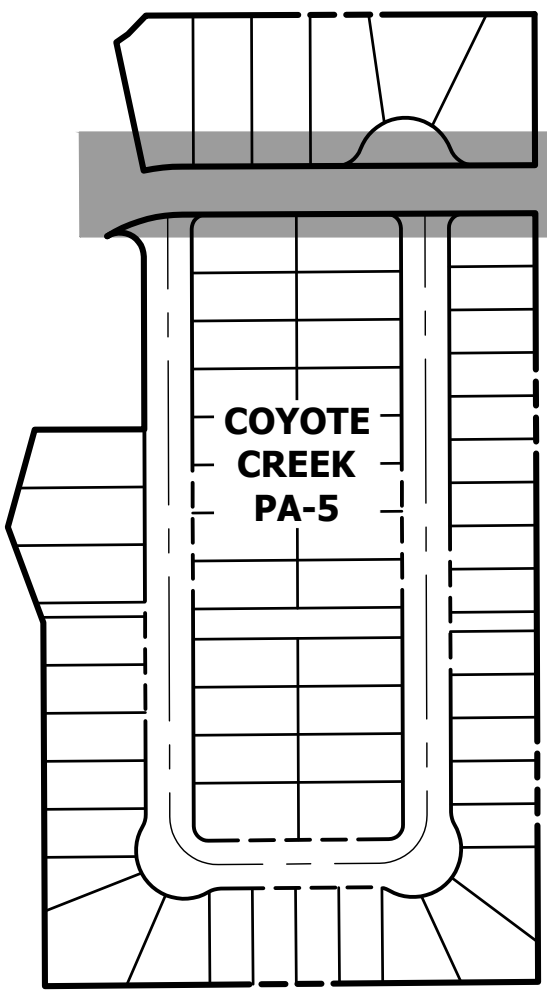
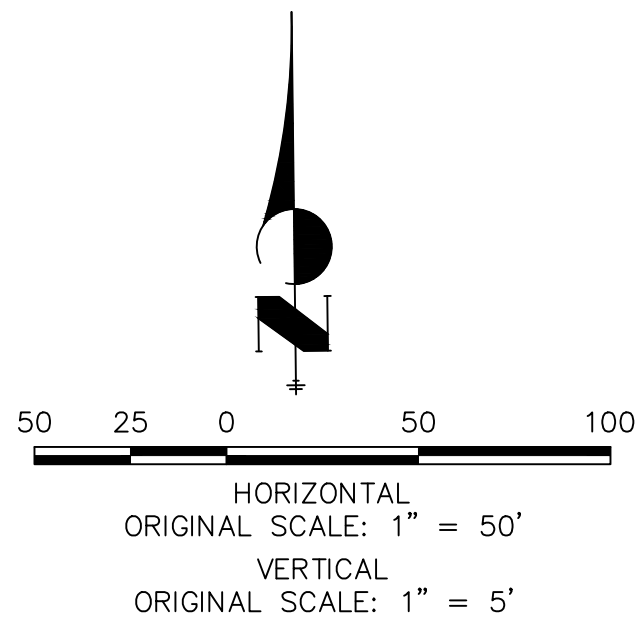
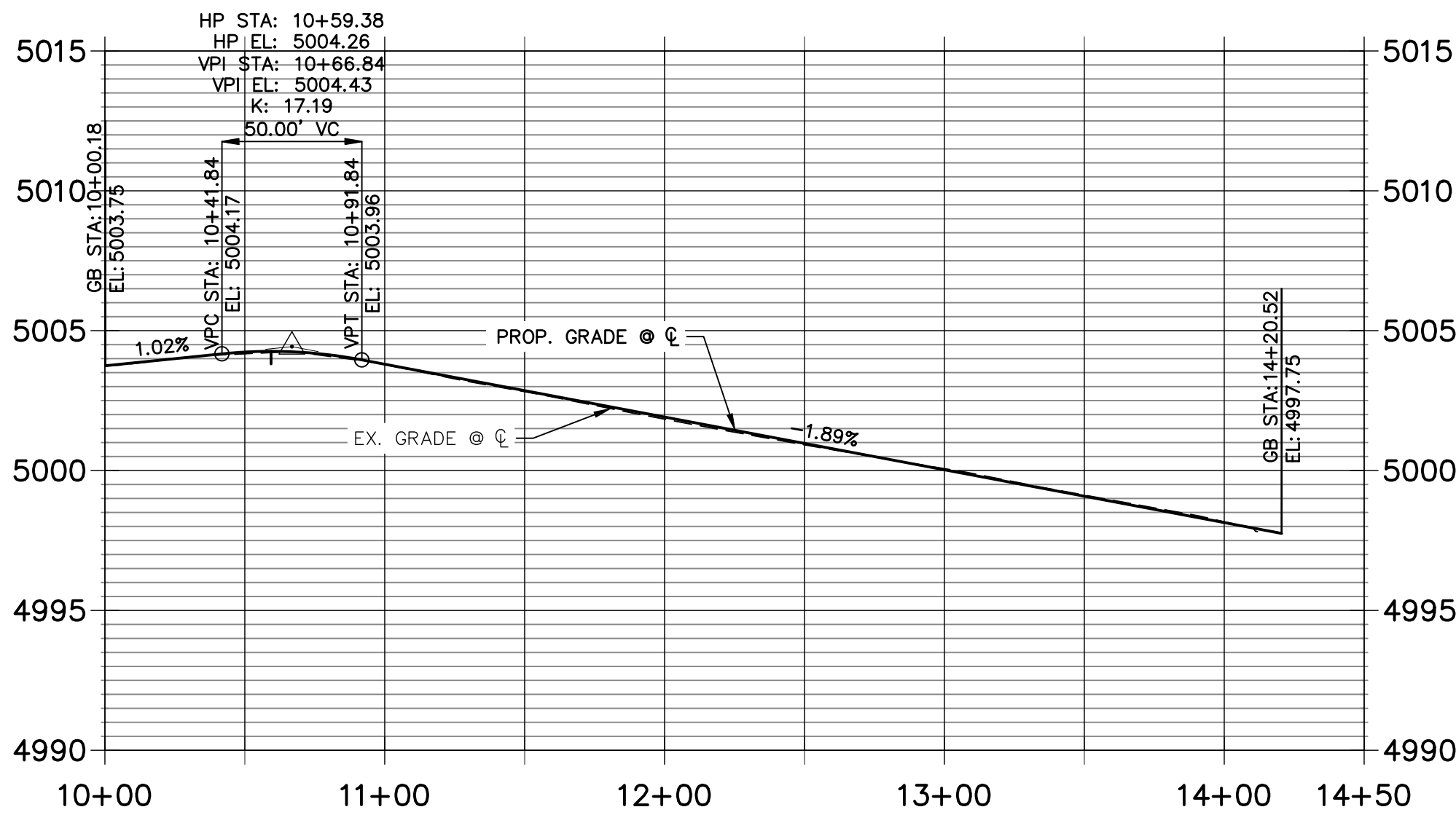
COYOTE CREEK PUD FILING
NO. 5 PRELIMINARY PLAT
PRELIMINARY DRAINAGE PLAN

SHEET	5	OF	30
JOB NO.	16093.01		





COYOTE CREEK DRIVE PROFILE
STA 10+00.00 TO 14+50.00



KEY MAP
N.T.S.

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PREPARED FOR
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10221 PRESTWICK TRAIL
LOVE TREE, CO 80124
BOB QUINETTE
P-303.587.1966

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AUTHORIZATION.

COYOTE CREEK FILING NO 5		BY		DATE		REVISION		No.	
PRELIMINARY STREET PLAN AND PROFILE		1"=50'		1"=5'		7/29/22		DESIGNED BY AJH	
SHEET 7 OF 30		DRAWN BY		JSC		CHECKED BY		JOB NO. 16093.01	

This is a detailed site plan for a residential development. The plan shows three main blocks of lots: Block 1 at the top, Block 2 at the bottom, and a central Block 3. Block 1 contains lots 1-6, Block 2 contains lots 17-23, and Block 3 contains lots 1-16. The plan is bounded by Coyote Creek Drive to the north, Colorado State Highway 52 to the south, and College Ave. to the east. Frontiers Circle West and Frontiers Circle East are internal roads. The plan includes numerous annotations for easements (e.g., 8.00' utility easement, 50.00' ROW), turf types (A, B), steel heads, shrub beds, dog waste stations, and various plantings (3-SHL, 3-BP, 3-CP, 4-KCT, 4-BP, 3-NLC). It also shows existing and proposed landscaping with tree symbols and shrub beds.

EXISTING CONIFEROUS TREE TO BE PRESERVED

EXISTING DECIDUOUS TREE TO BE PRESERVED

PROPOSED MINOR/1' CONTOUR

PROPOSED MAJOR/5' CONTOUR

STEEL HEADER

TURF TYPE A: IRRIGATED HYBRID KENTUCKY X TEXAS BLUE GRASS SOID, TURF MASTER ENVIROTURF OR APPROVED EQUAL

TURF TYPE B: DROUGHT TOLERANT IRRIGATED TURF SEED MIX

SHRUBS & ORNAMENTAL GRASSES

CONIFEROUS TREE
 6" HGT

DECIDUOUS STREET/ SHADE TREE,
 2" CALIFER

ORNAMENTAL TREE, 1 1/2" CALIFER SIZE

STOP SIGN OR DOG WASTE STATION

FIRE HYDRANT

SITE LEGEND

BOUNDARY LINE
 PROPERTY LINE
 EXISTING EASEMENT LINE
 PROPOSED EASEMENT LINE
 RIGHT OF WAY
 COLLEGE AVE./HWY 52
 SCREEN FENCE
 EXISTING WOODEN FENCE
 EXISTING GAS MAIN
 EXISTING SANITARY SEWER
 PROPOSED SANITARY SEWER
 EXISTING WATER MAIN
 PROPOSED WATER MAIN
 PROPOSED ELECTRIC
 EXISTING STORM DRAIN
 PROPOSED STORM DRAIN
 EXISTING CURB AND GUTTER
 PROPOSED SIGN
 PROPOSED CURB AND GUTTER
 EXISTING STREET LIGHTS
 PROPOSED STREET LIGHT
 3/4" METER VAULTS
 FIRE HYDRANT



50 25 0 50 100
ORIGINAL SCALE: 1" = 50'



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PREPARED FOR
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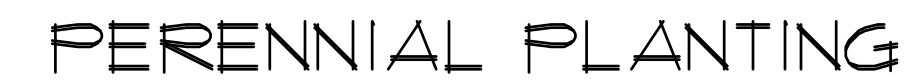
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[illegible]

H-SCALE	1"=50'
V-SCALE	1"=X'
DATE	7/29/22
DESIGNED BY	AJH
DRAWN BY	JSC

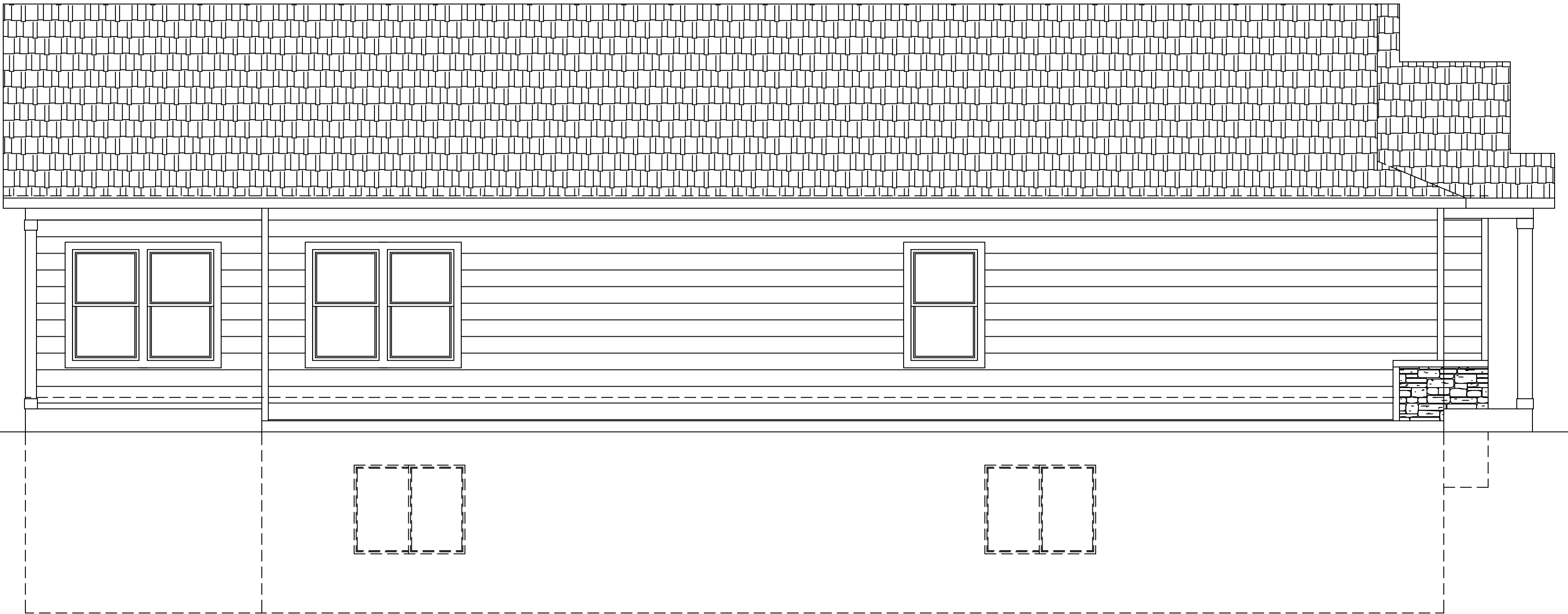
COYOTE CREEK PUD FILING
NO. 5 PRELIMINARY PLAT
LANDSCAPE PLAN

SHEET 10 OF 30
JOB NO. 16093.00

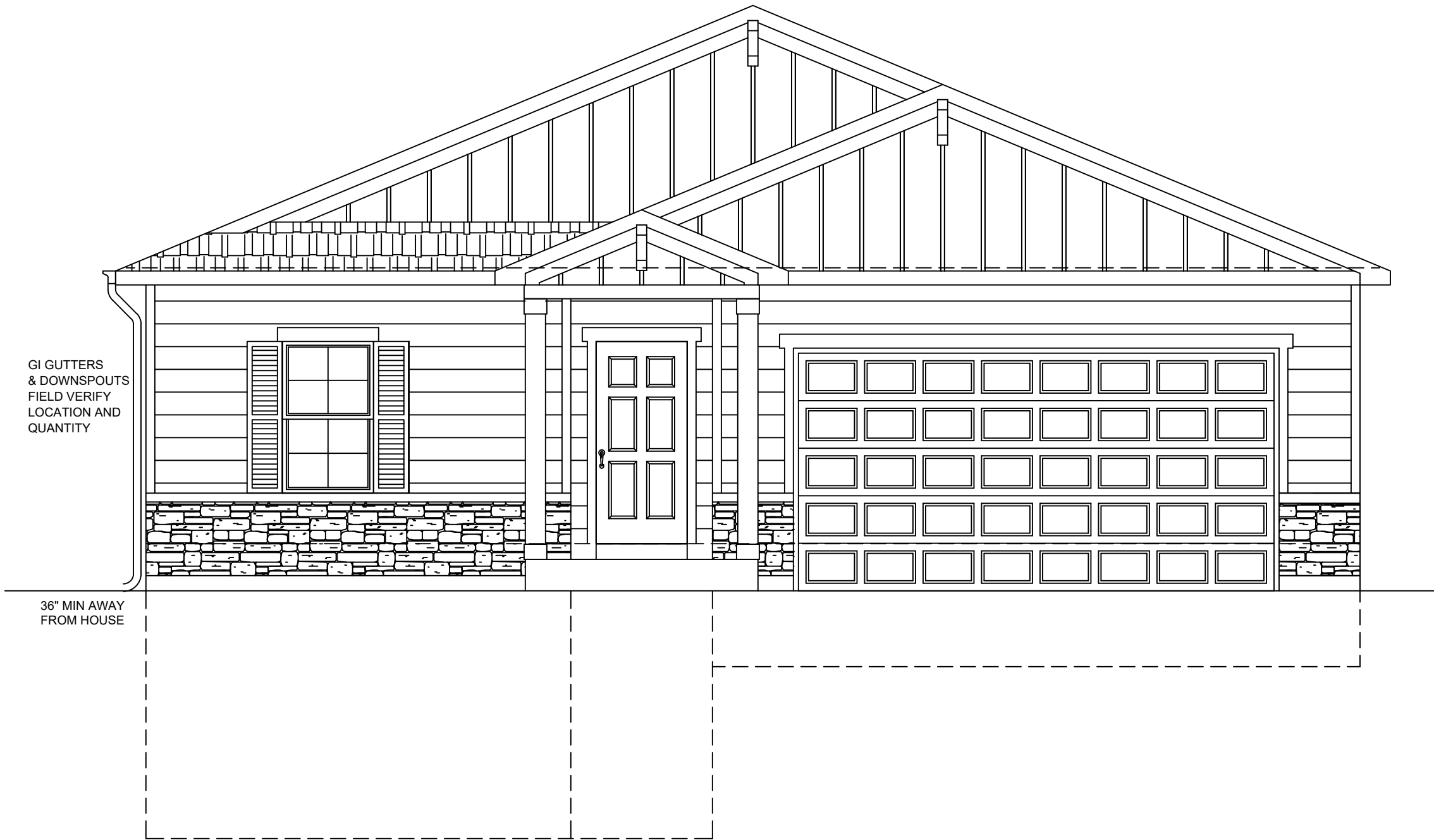
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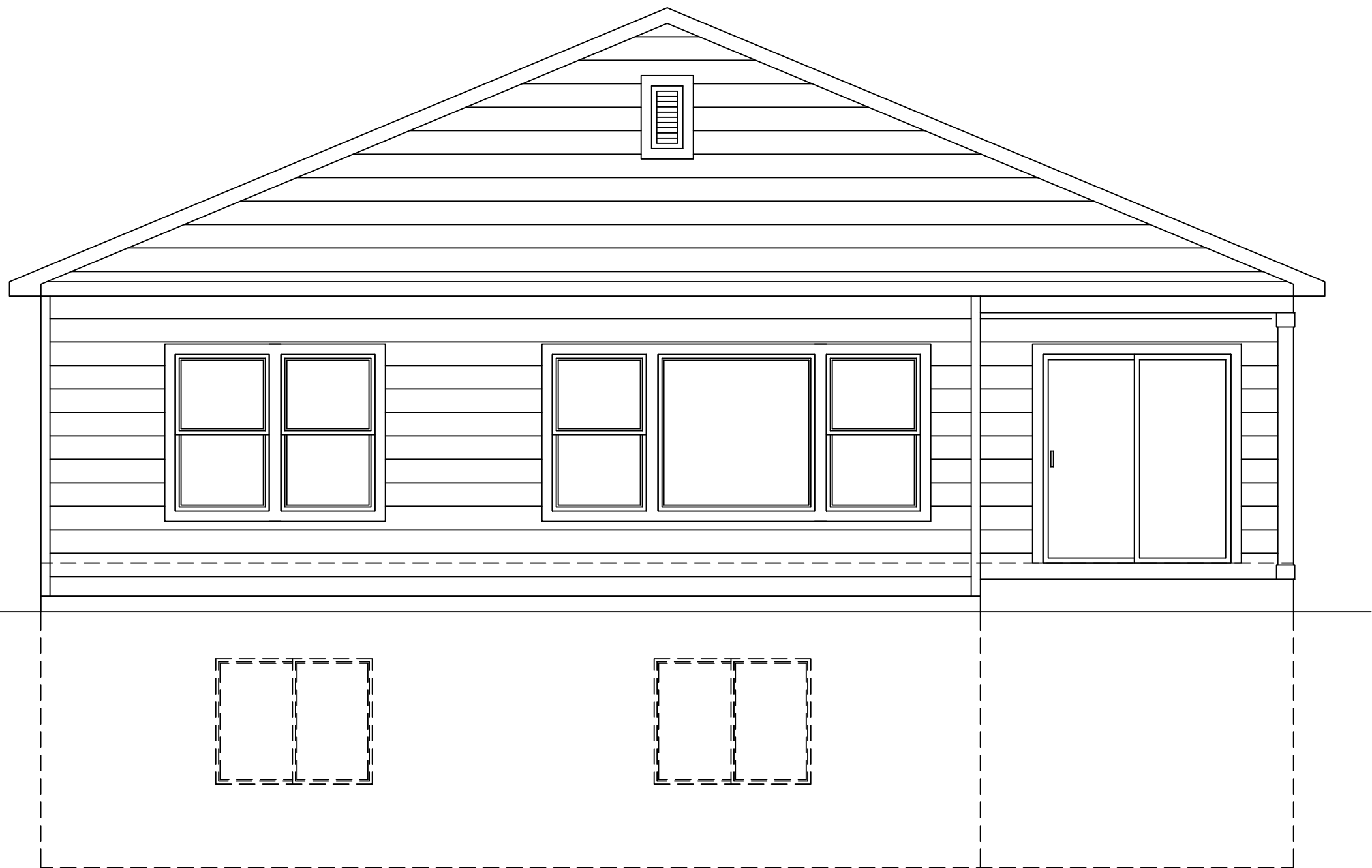




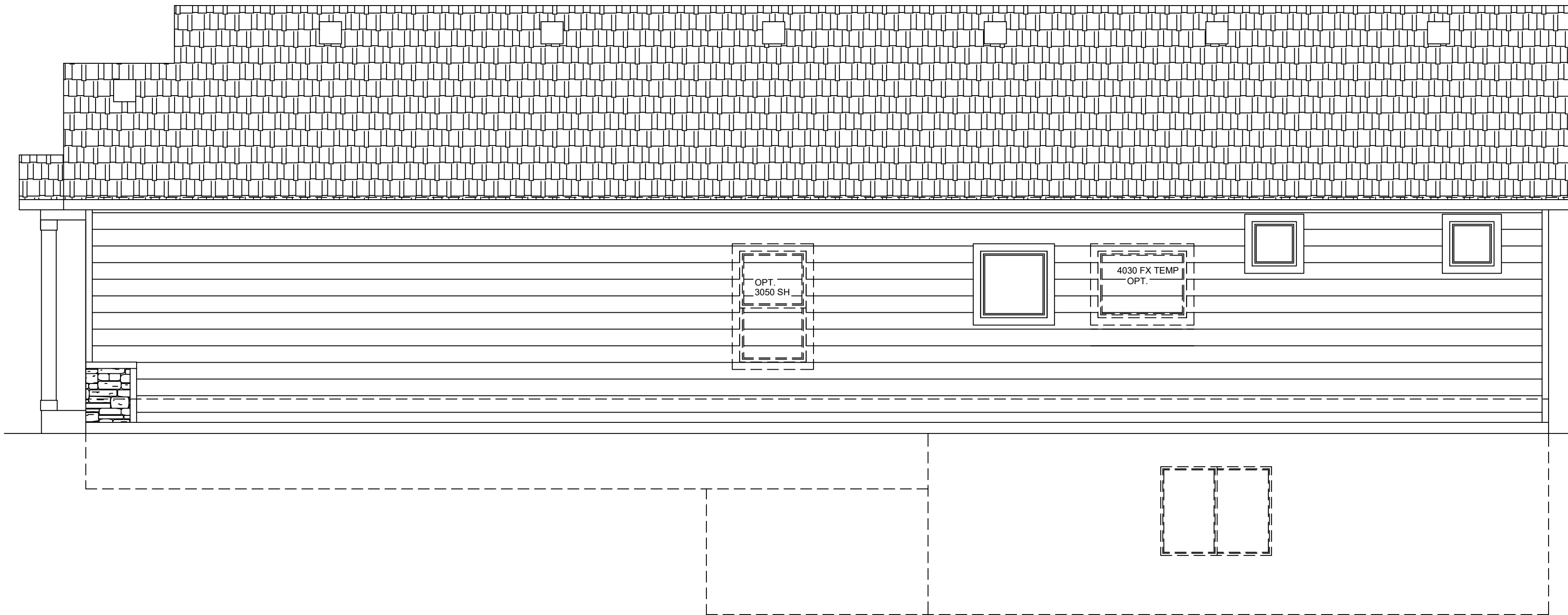
SIDE ELEVATION
1/4"=1'-0"



D1812.1 FRONT ELEVATION-TRADITIONAL
1/4"=1'-0"



REAR ELEVATION
1/4"=1'-0"



GARAGE SIDE ELEVATION
1/4"=1'-0"

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SHEET NAME
ELEVATION- TRADITIONAL
PROJECT NAME
MASTER PLAN D1813.1

STAMPS/ENDORSEMENTS

DRAWN BY:
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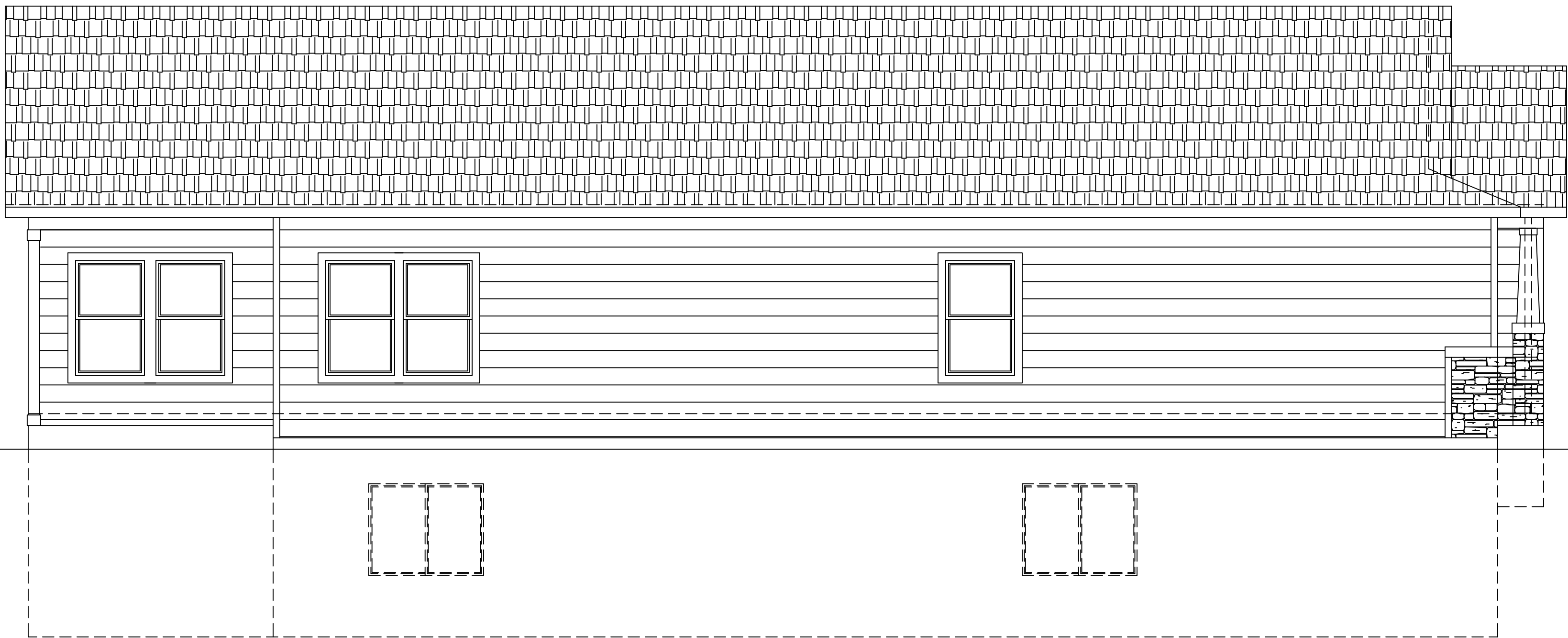
DATE:
8/27/18

SUBMITTALS / REVISIONS			SUBMITTALS / REVISIONS		
DATE	TYPE	BY	DATE	TYPE	BY

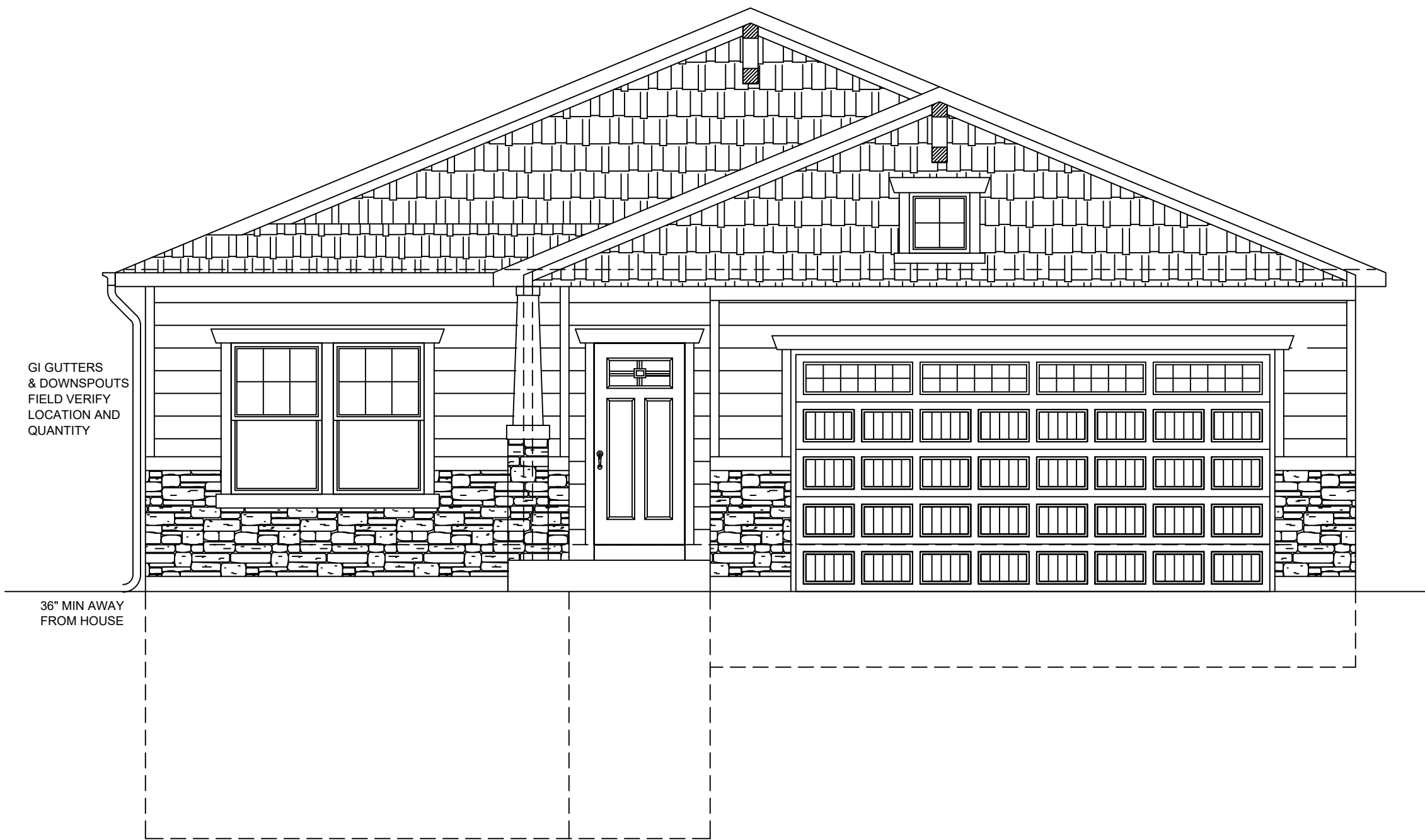
ELEVATION TRAD

SHEET NUMBER

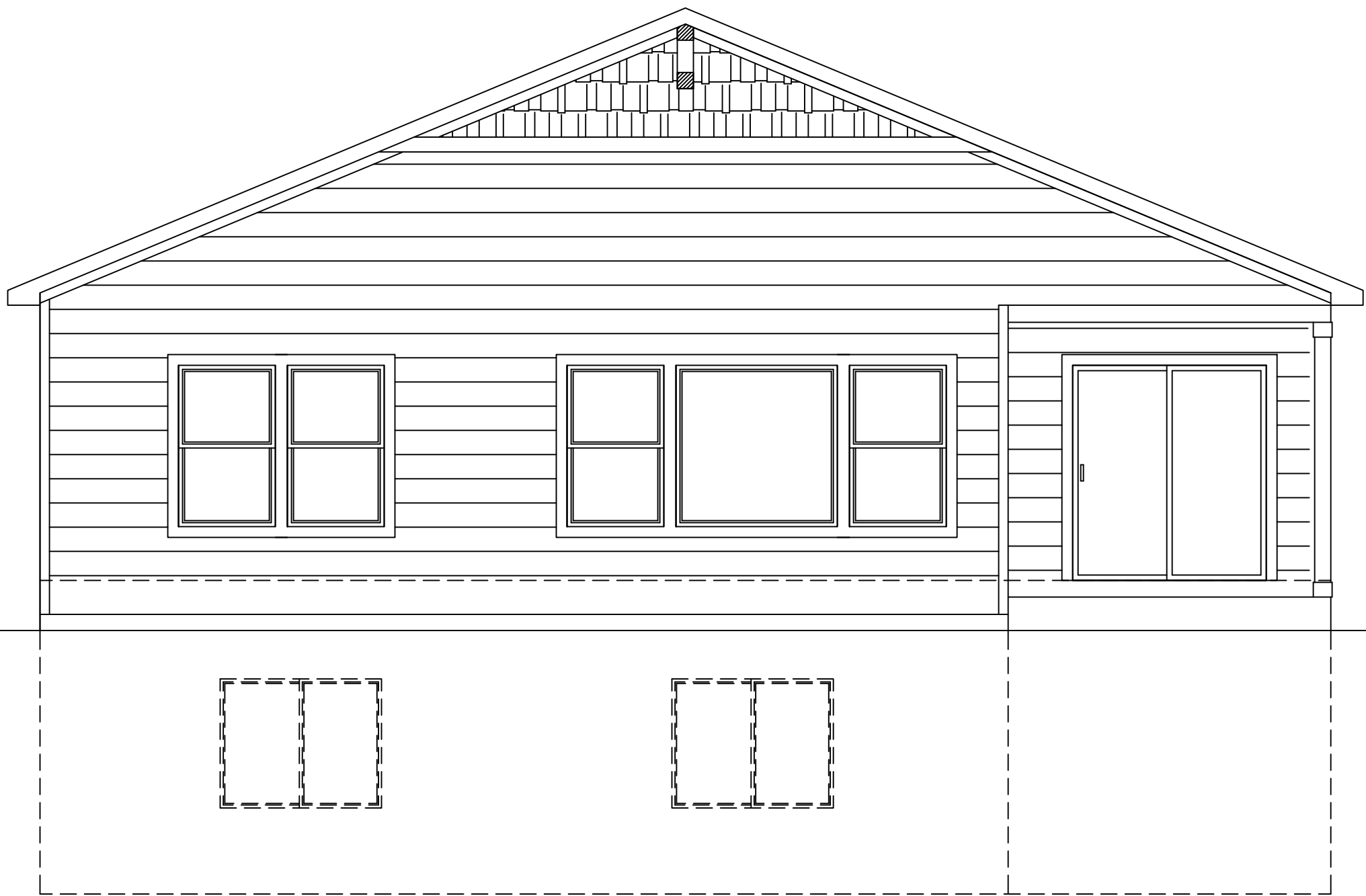
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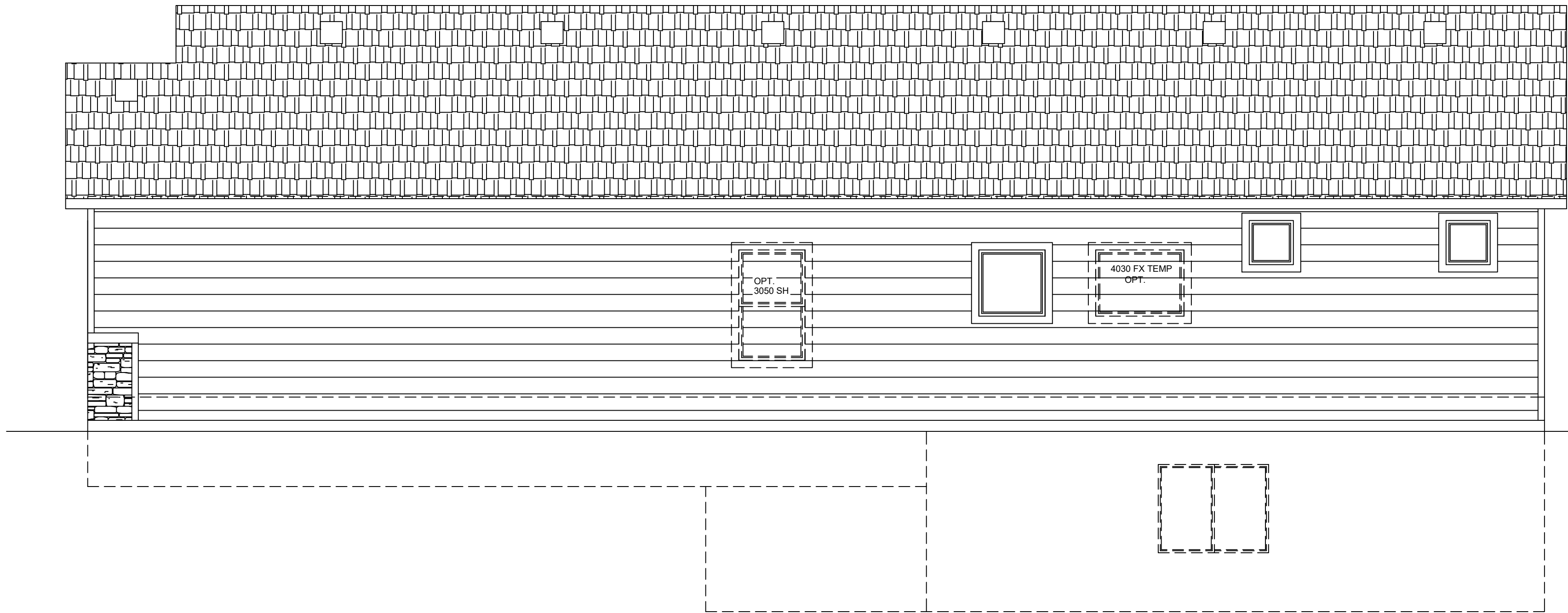
SIDE ELEVATION
1/4"=1'-0"



D1813.1 FRONT ELEVATION- CRAFTSMAN
1/4"=1'-0"



REAR ELEVATION
1/4"=1'-0"



GARAGE SIDE ELEVATION
1/4"=1'-0"

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SHEET NAME
ELEVATION- CRAFTSMAN
PROJECT NAME
MASTER PLAN D1813.1

STAMPS/ENDORSEMENTS

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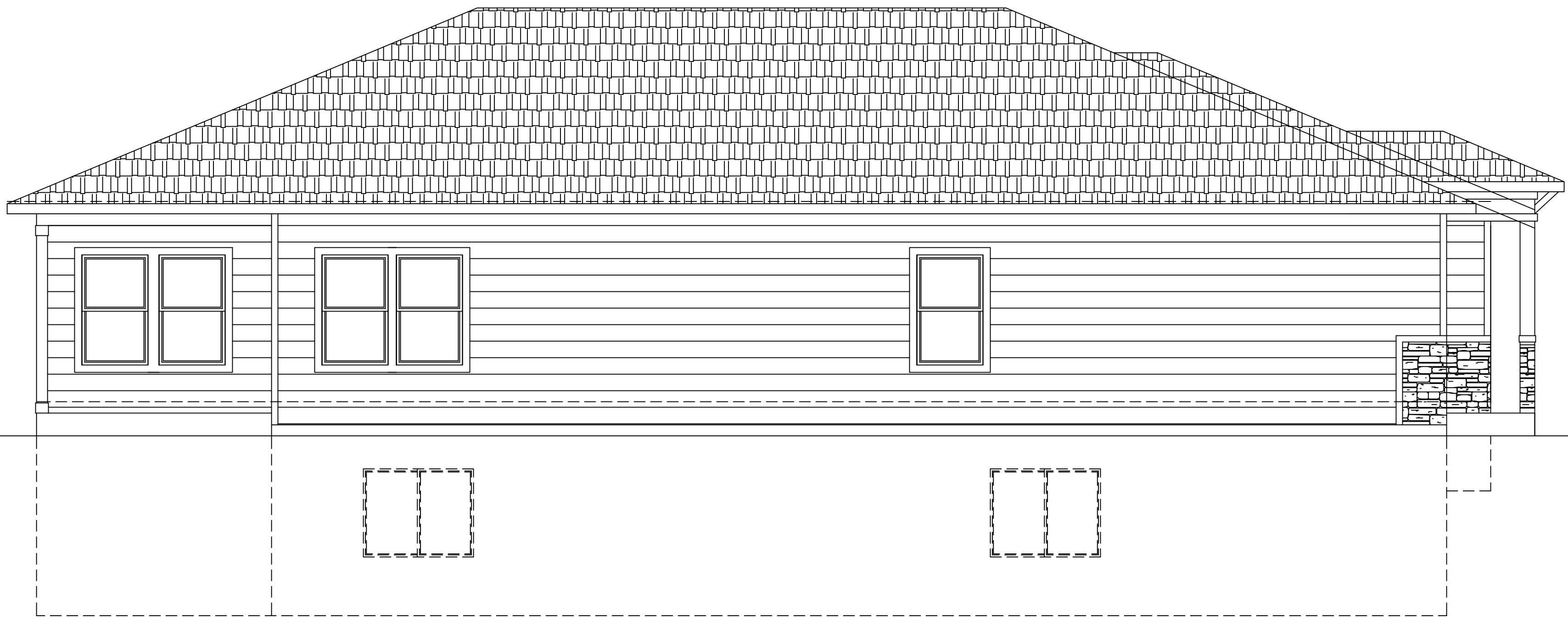
DATE:
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DATE	TYPE	DATE	TYPE

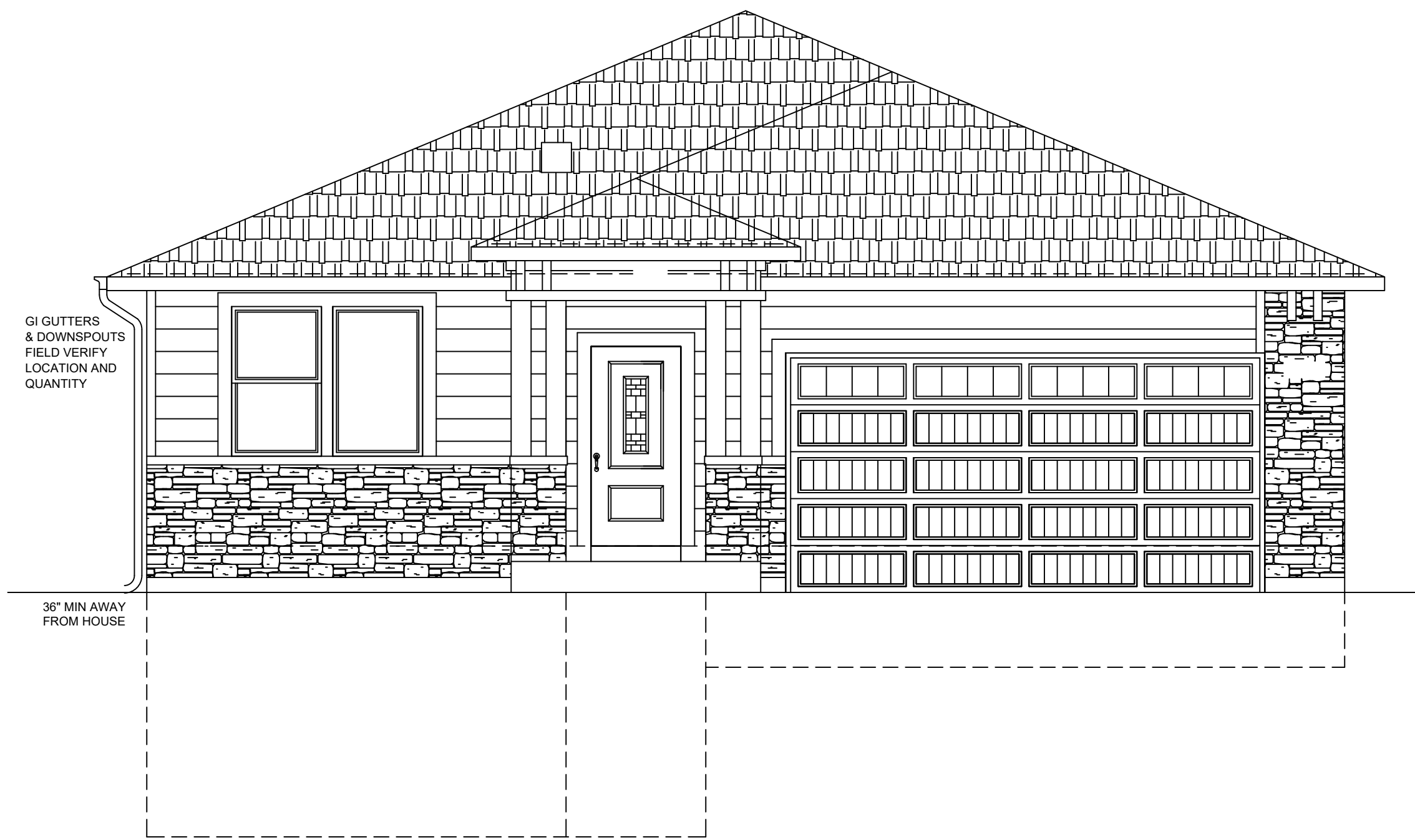
ELEVATION CRAFT.

SHEET NUMBER

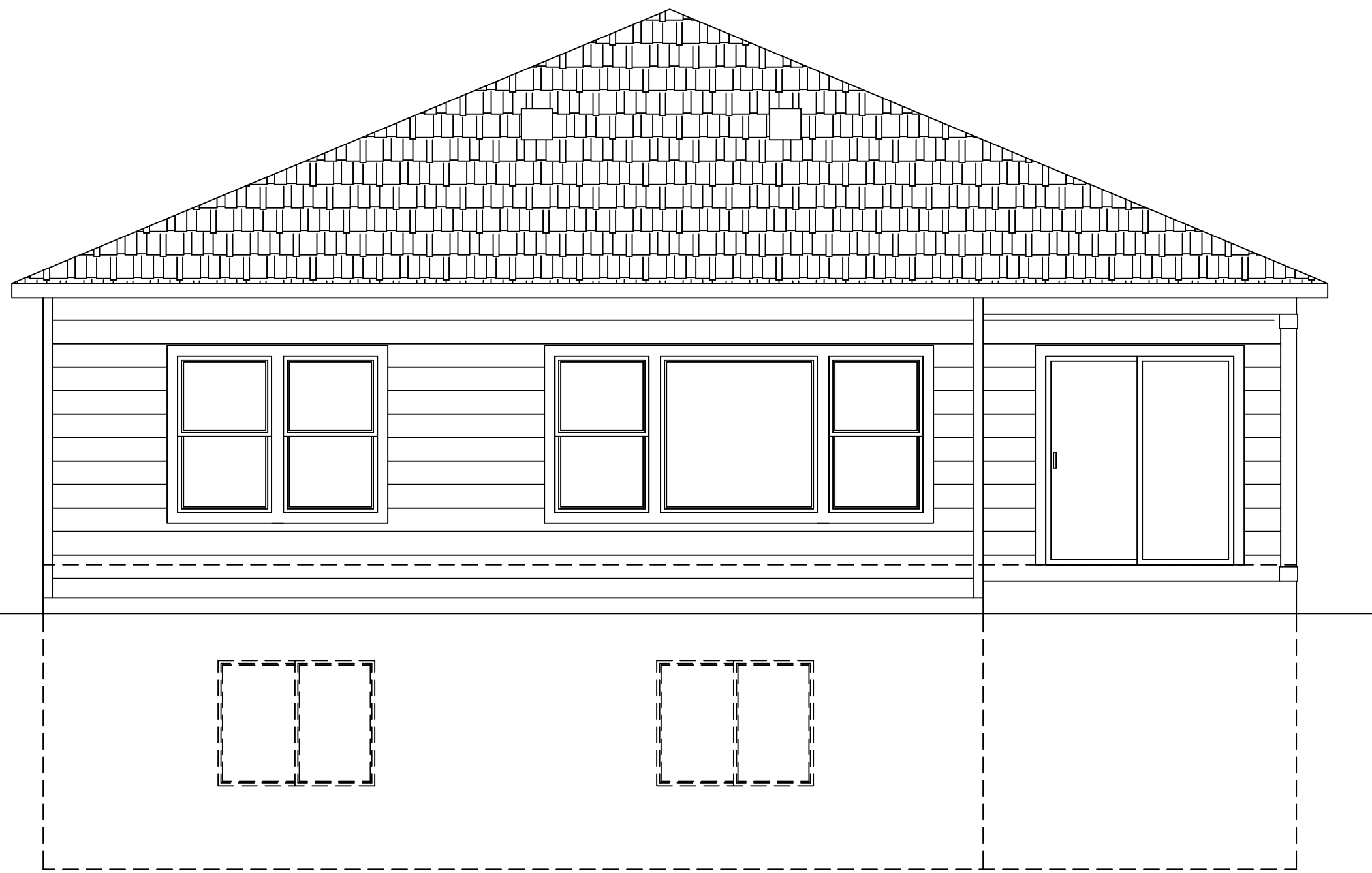
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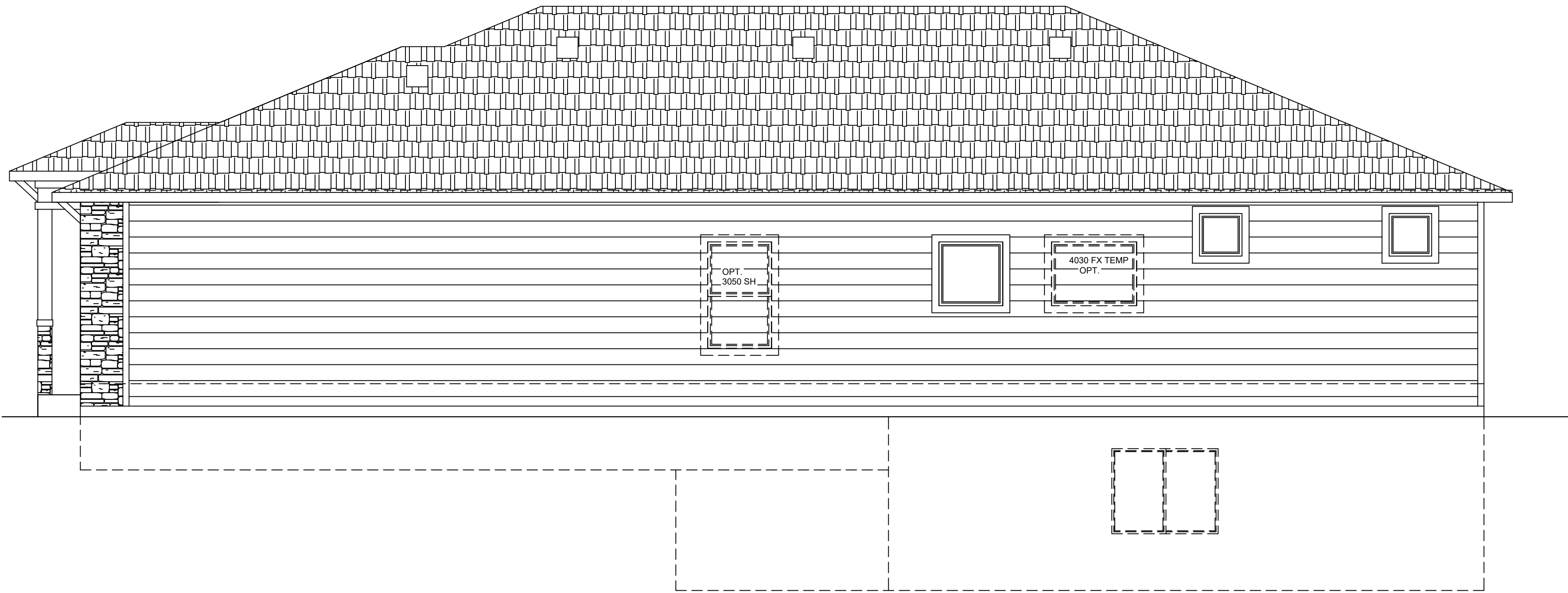
SIDE ELEVATION
1/4"=1'-0"



D1813.1 FRONT ELEVATION- MODERN PRAIRIE
1/4"=1'-0"



REAR ELEVATION
1/4"=1'-0"



GARAGE SIDE ELEVATION
1/4"=1'-0"

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SHEET NAME
ELEVATION- MODERN PRAIRIE

PROJECT NAME
MASTER PLAN D1813.1

STAMPS/ENDORSEMENTS

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ELEVATION MOD. PR.

SHEET NUMBER
14

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SHEET NAME
ELEVATION- "A"
PROJECT NAME
MASTER PLAN D2146.7

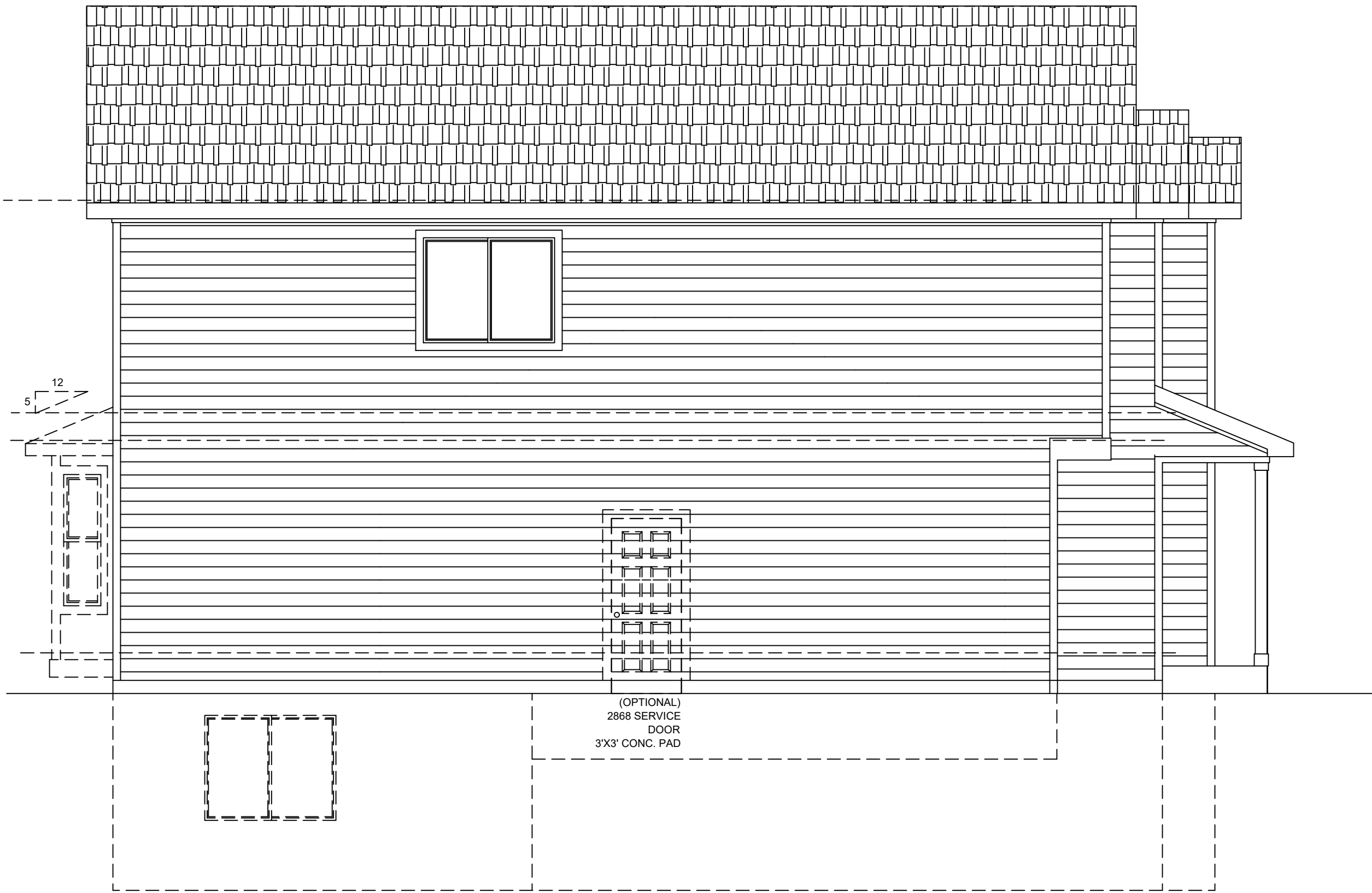
STAMPS/ENDORSEMENTS

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8/27/18

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DATE	BY	DATE	BY

ELEVATION ELEV "A"

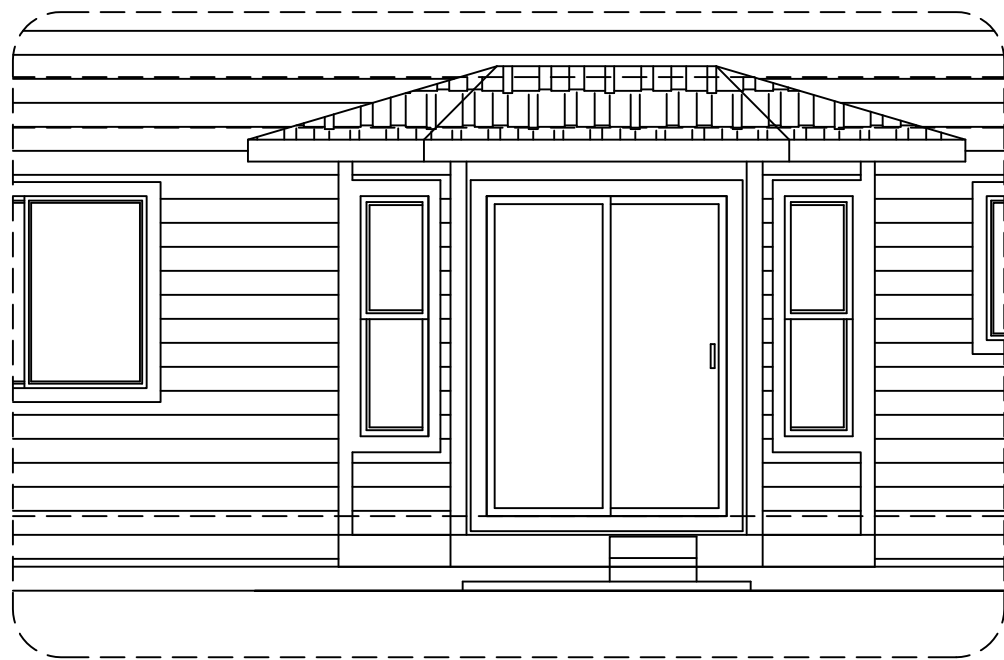
SHEET NUMBER
15



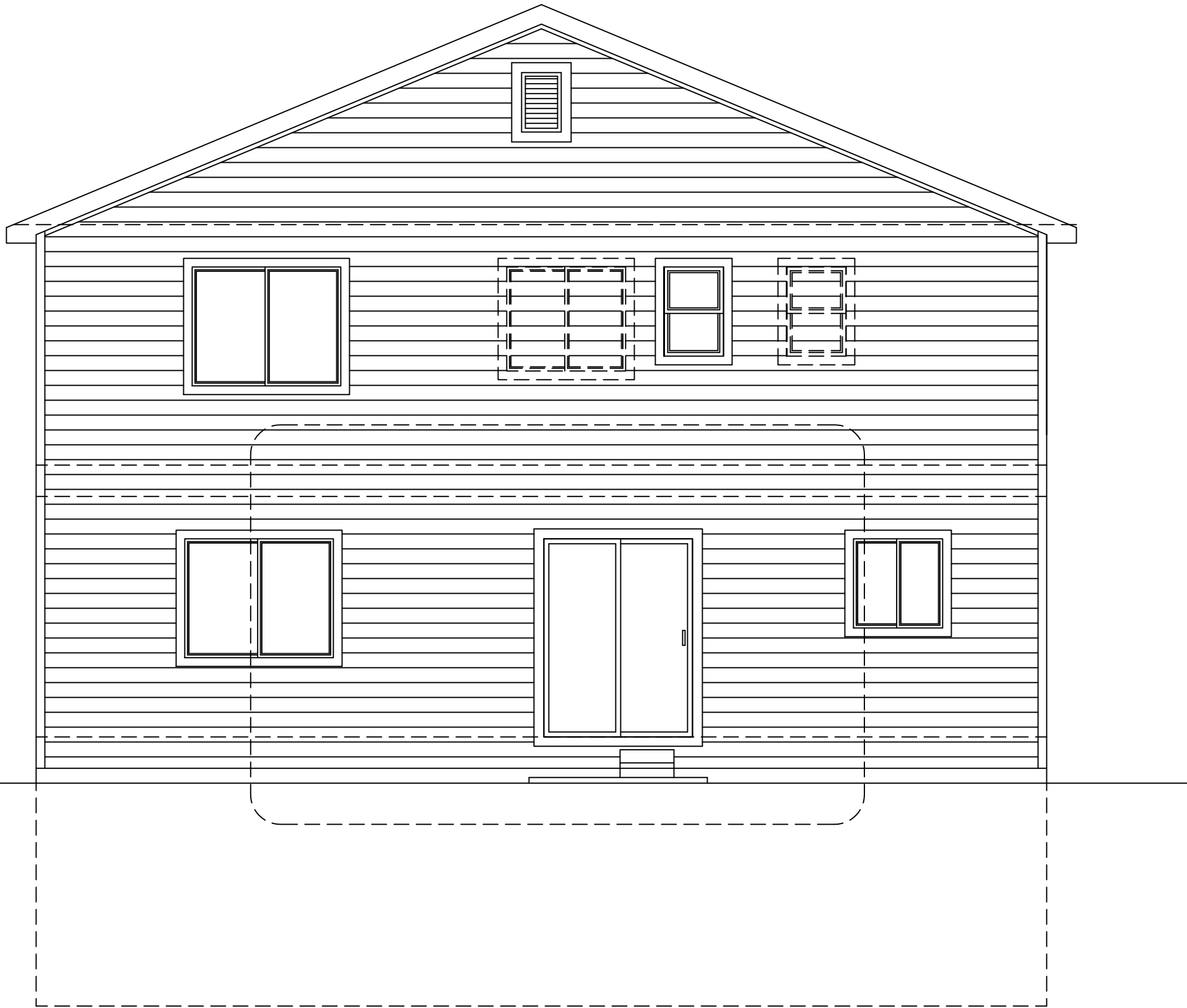
GARAGE SIDE ELEVATION "A"
1/4"=1'-0"



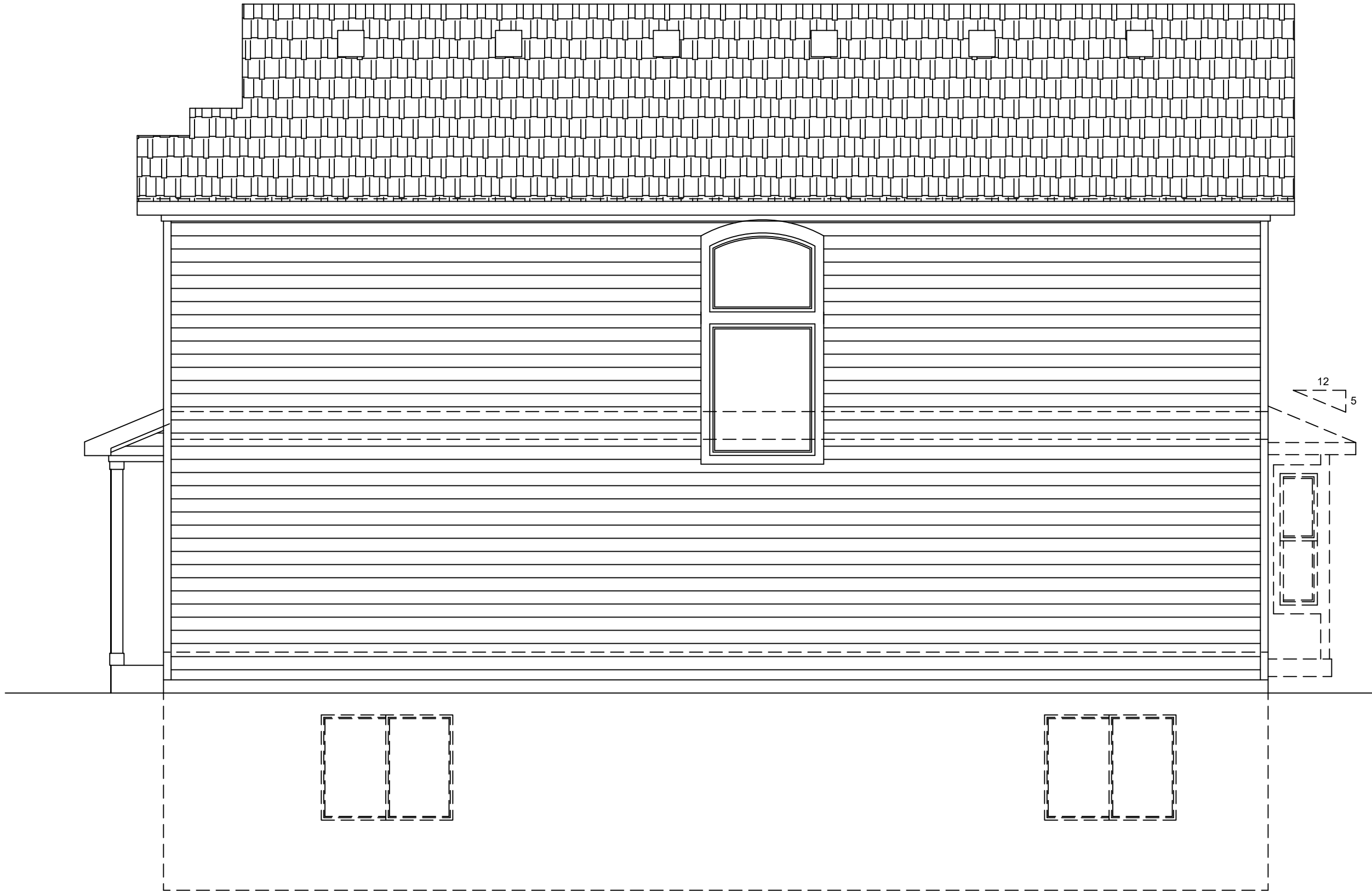
D2146.7 FRONT ELEVATION "A"
1/4"=1'-0"



OPT BAY AT DINING
1/4"=1'-0"



REAR ELEVATION "A"
1/4"=1'-0"



SIDE ELEVATION "A"
1/4"=1'-0"

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SHEET NAME

ELEVATION- "C"

PROJECT NAME

MASTER PLAN D2146.7

STAMPS/ENDORSEMENTS

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DATE:

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DATE	TYPE	DATE	TYPE

ELEVATION ELEV "C"

SHEET NUMBER

16

GARAGE SIDE ELEVATION "C"

1/4"=1'-0"

OPT BAY AT DINING

1/4"=1'-0"

REAR ELEVATION "C"

1/4"=1'-0"

D2146.7 FRONT ELEVATION "C"

1/4"=1'-0"

SIDE ELEVATION "C"

1/4"=1'-0"

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SHEET NAME
ELEVATION- "D"

PROJECT NAME
MASTER PLAN D2146.7

STAMPS/ENDORSEMENTS

DRAWN BY:
AL

DATE:
8/27/18

SUBMITTALS / REVISIONS		SUBMITTALS / REVISIONS	
DATE	BY	DATE	BY

ELEVATION ELEV "D"

SHEET NUMBER
17

GARAGE SIDE ELEVATION "D"

1/4"=1'-0"

D2146.7 FRONT ELEVATION "D"

1/4"=1'-0"

OPT BAY AT DINING

1/4"=1'-0"

REAR ELEVATION "D"

1/4"=1'-0"

SIDE ELEVATION "D"

1/4"=1'-0"

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SHEET NAME
ELEVATION- "E"

PROJECT NAME
MASTER PLAN D2146.7

STAMPS/ENDORSEMENTS

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ELEVATION ELEV "E"

SHEET NUMBER

18

GARAGE SIDE ELEVATION "E"

1/4"=1'-0"

D2146.7 FRONT ELEVATION "E"

1/4"=1'-0"

OPT BAY AT DINING

1/4"=1'-0"

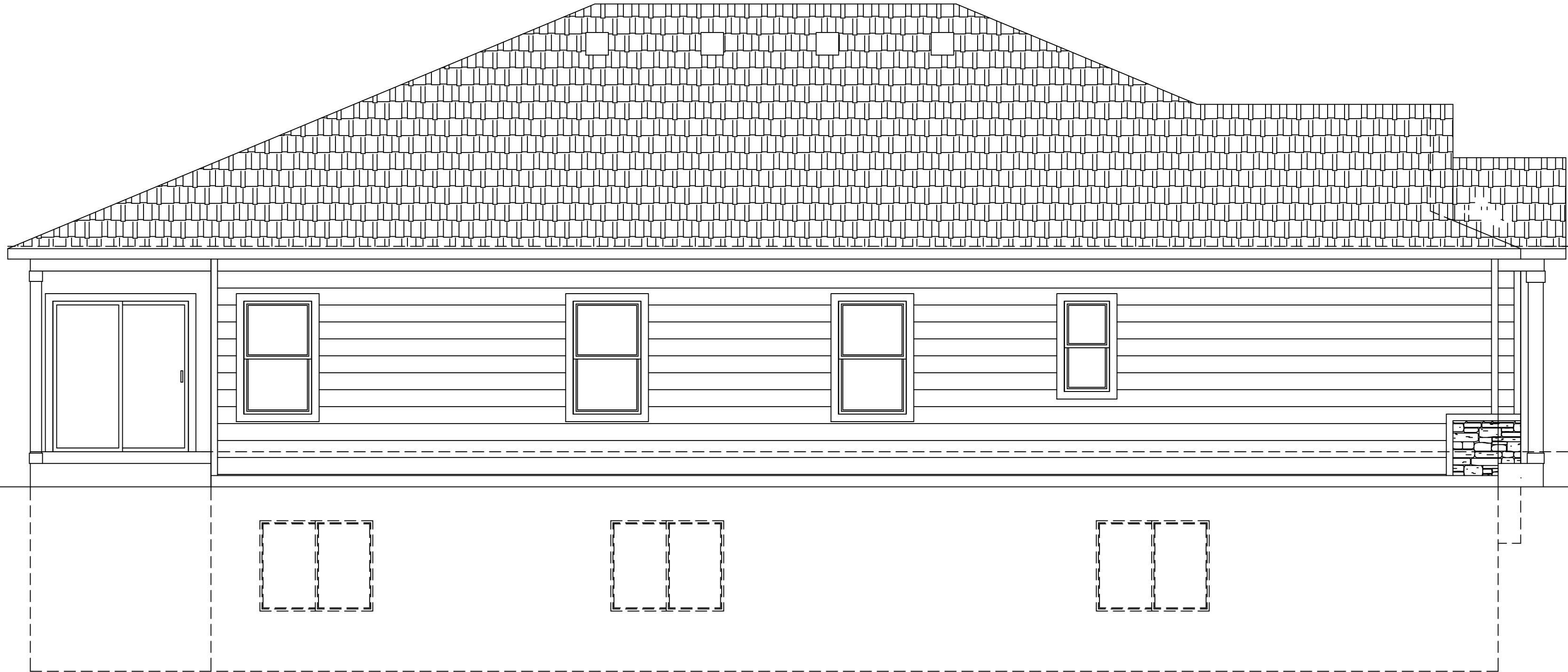
REAR ELEVATION "E"

1/4"=1'-0"

SIDE ELEVATION "E"

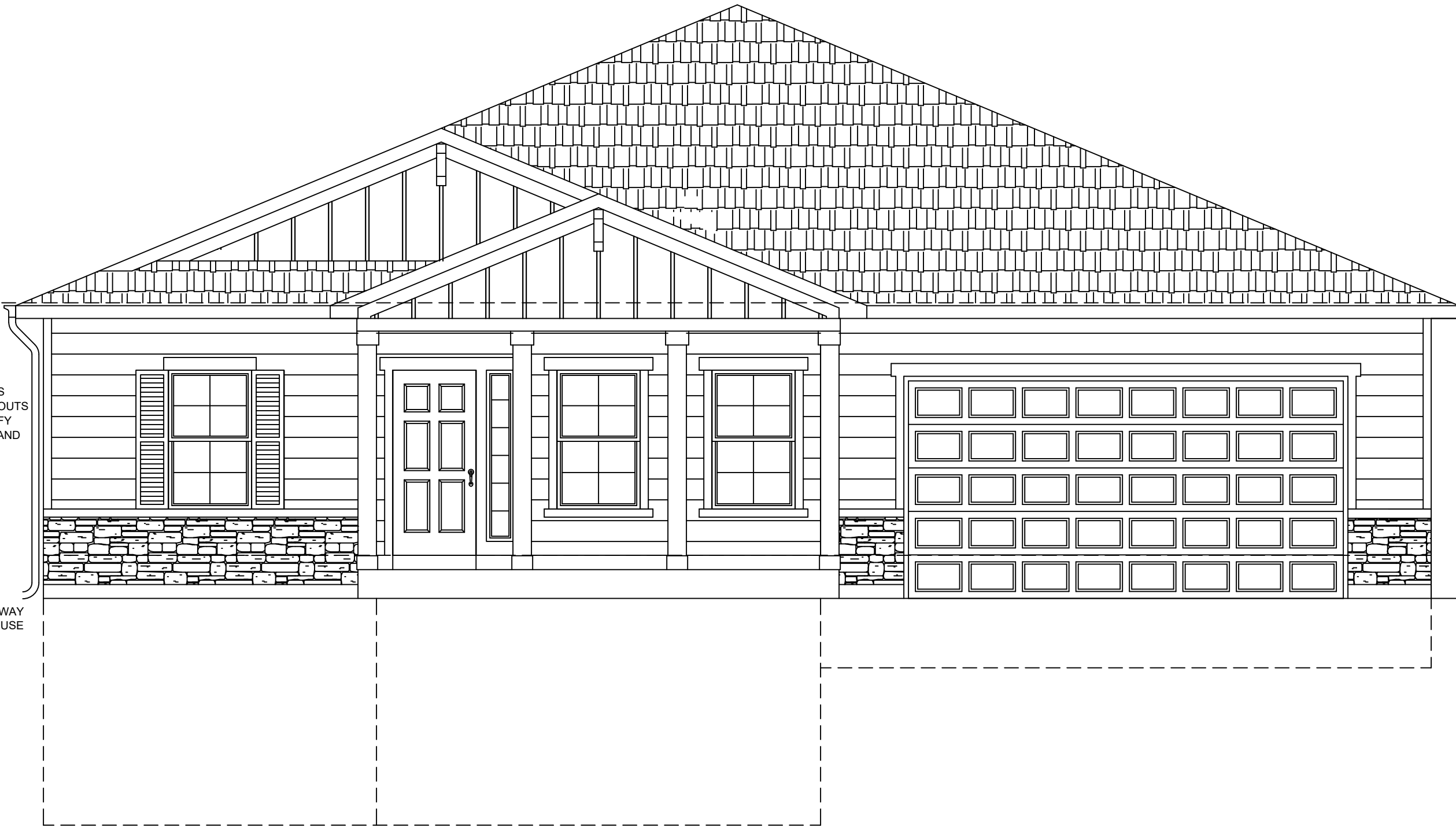
1/4"=1'-0"

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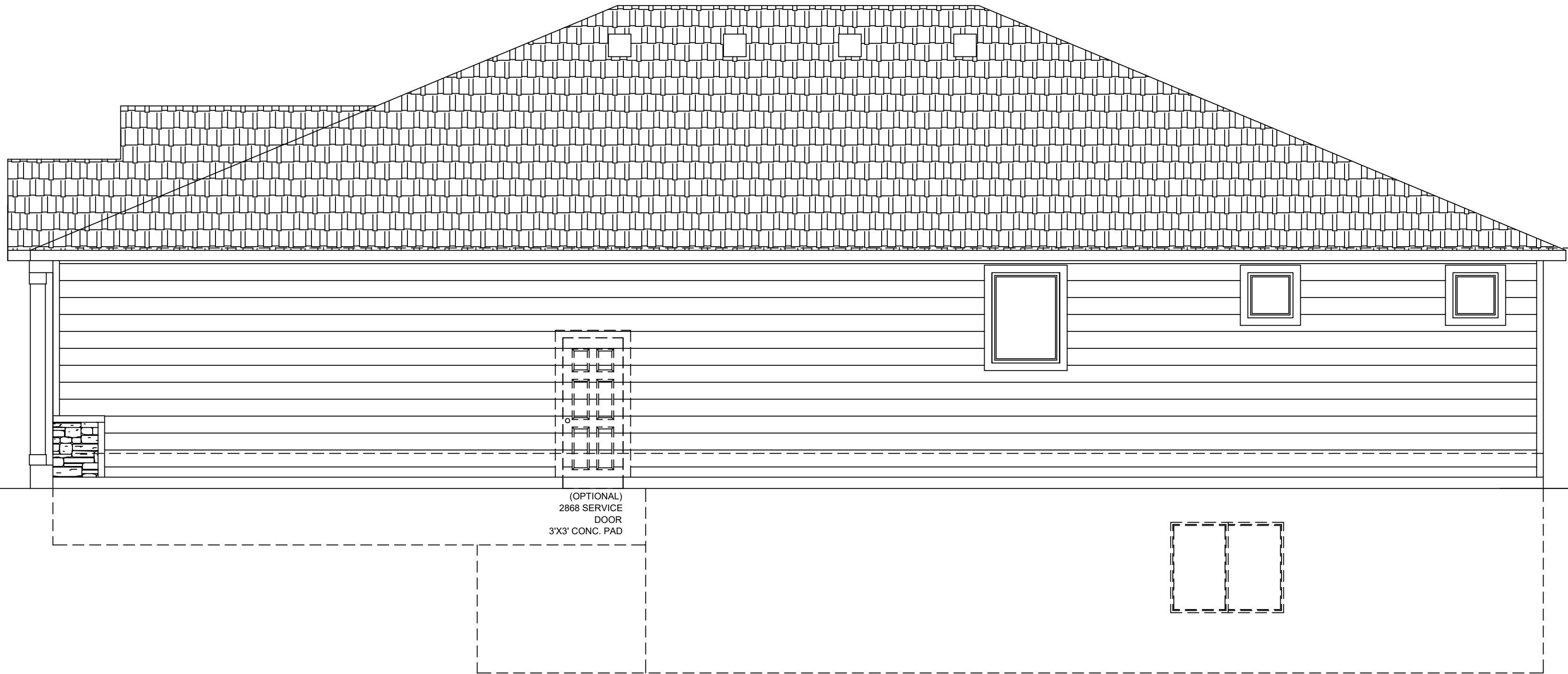
D2357.1 SIDE ELEVATION- TRADITIONAL

1/4"=1'-0"



D2357.1 FRONT ELEVATION-TRADITIONAL

1/4"=1'-0"



GARAGE SIDE ELEVATION- TRADITIONAL

1/4"=1'-0"



REAR ELEVATION- TRADITIONAL

1/4"=1'-0"

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SHEET NAME
ELEVATION- TRADITIONAL
PROJECT NAME
MASTER PLAN D2357.1

STAMPS/ENDORSEMENTS

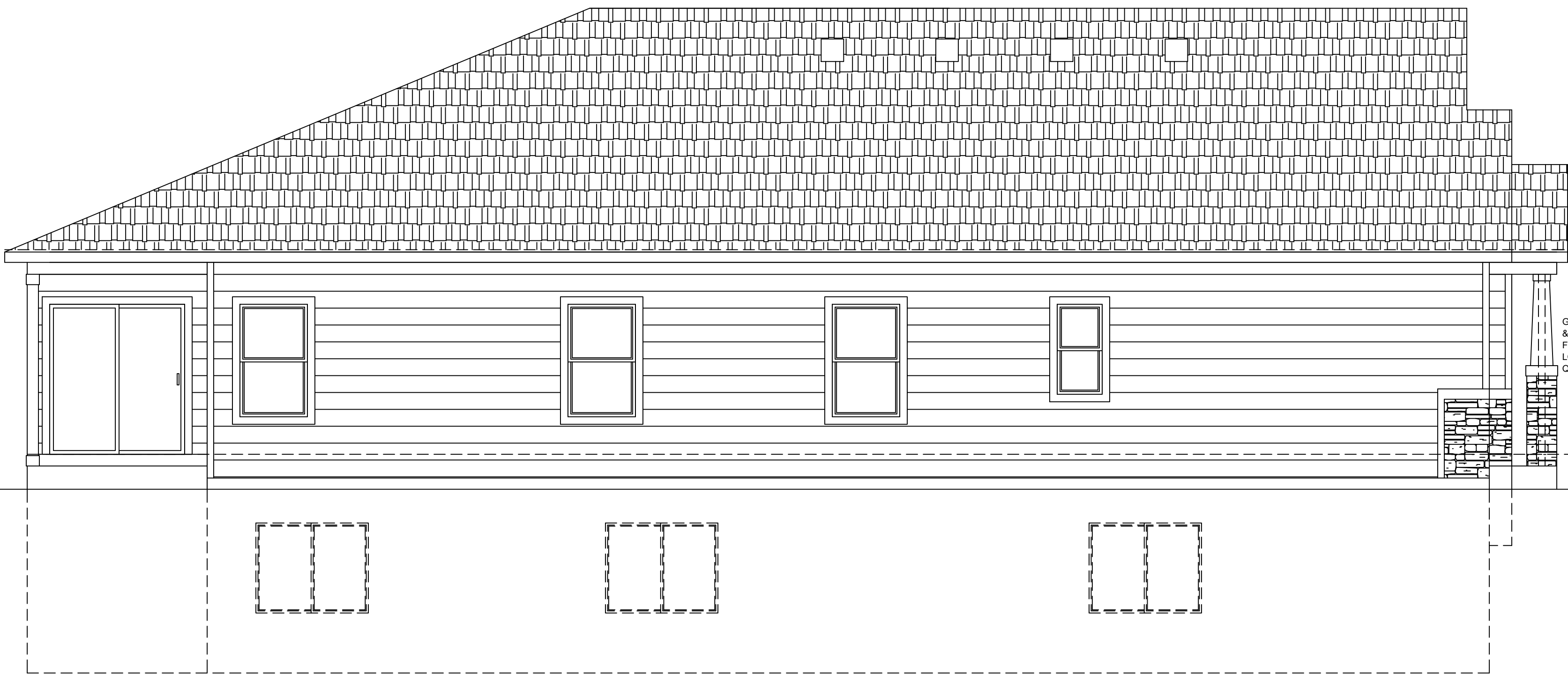
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DATE:
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DATE	TYPE	DATE	TYPE

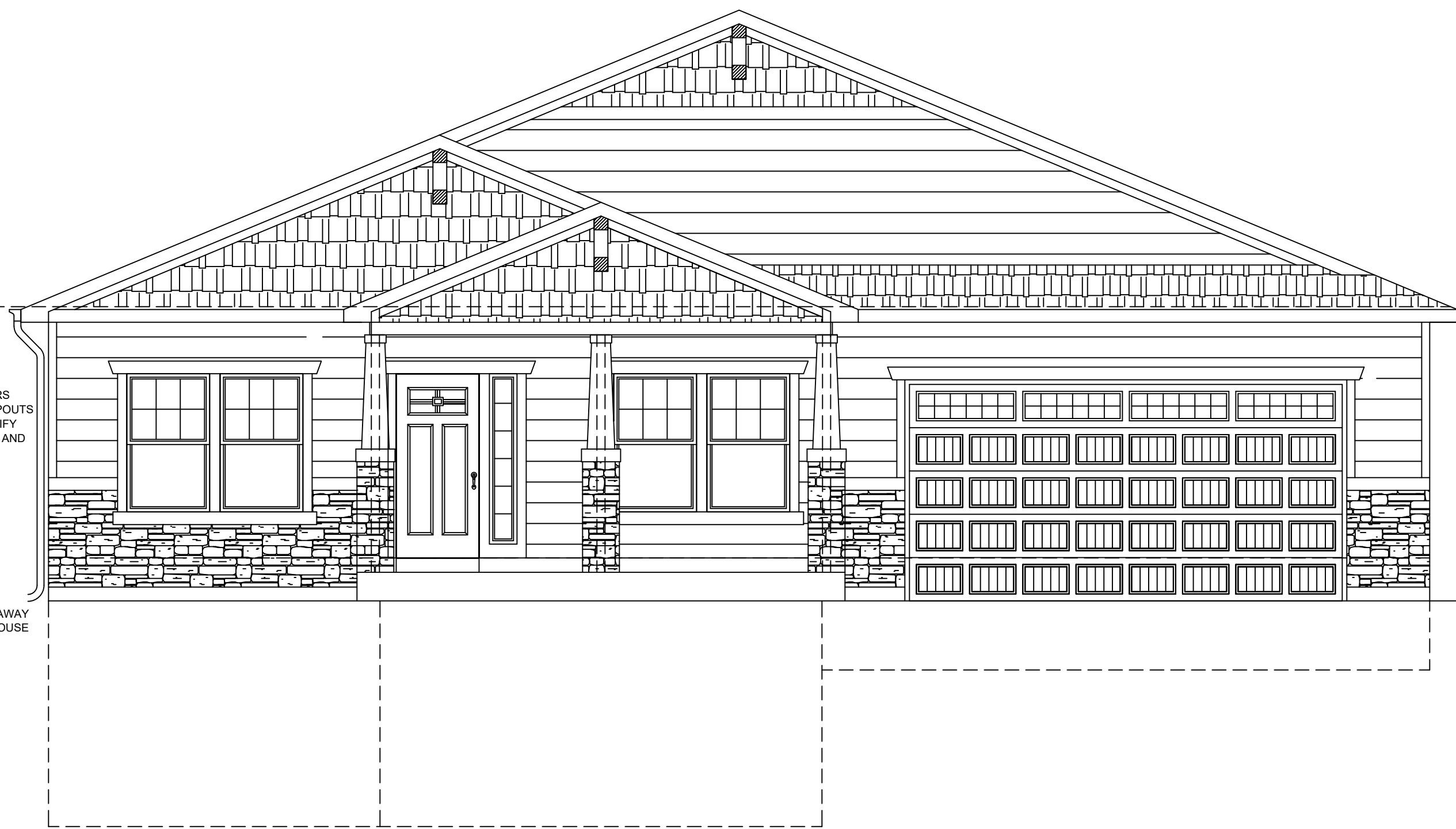
ELEVATION TRAD.

SHEET NUMBER

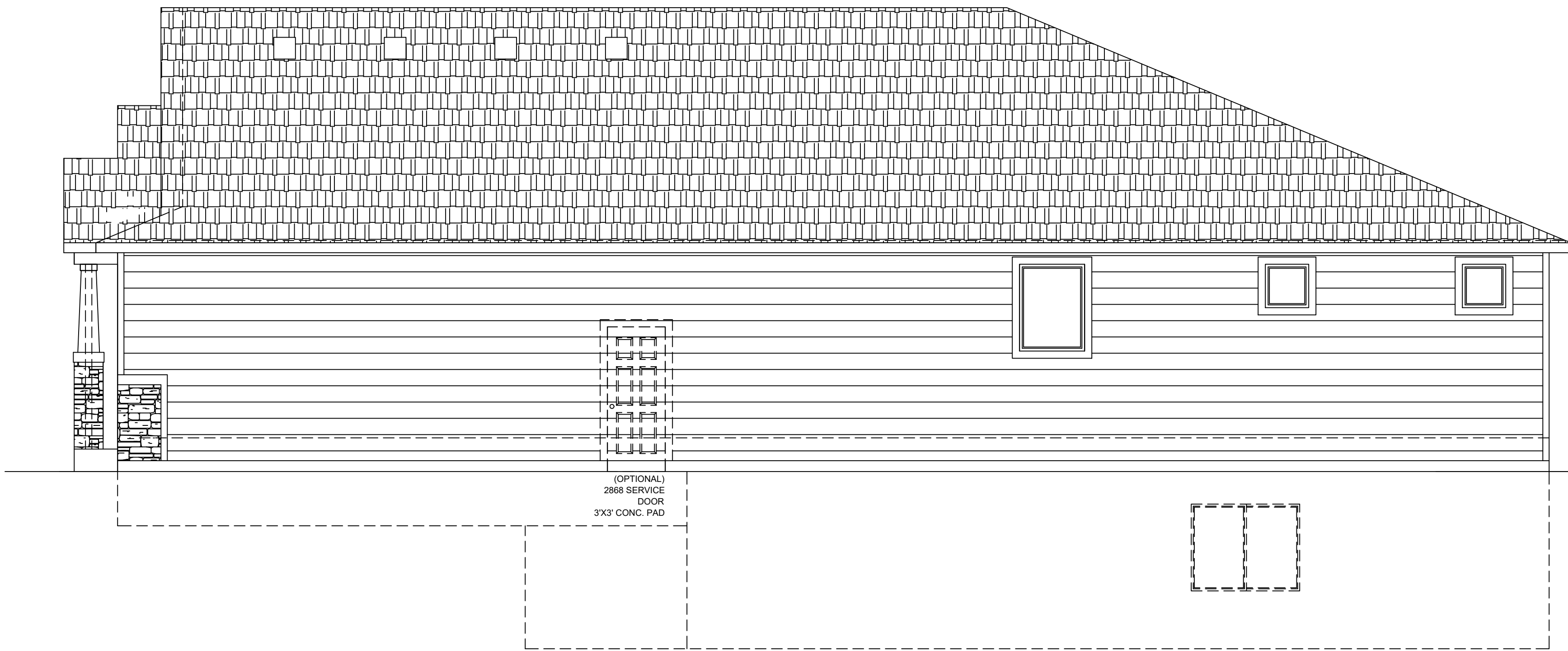
19



D2357.1 SIDE ELEVATION- CRAFTSMAN
1/4"=1'-0"



D2357.1 FRONT ELEVATION-CRAFTSMAN
1/4"=1'-0"



GARAGE SIDE ELEVATION- CRAFTSMAN
1/4"=1'-0"



REAR ELEVATION- CRAFTSMAN
1/4"=1'-0"

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SHEET NAME
ELEVATION- CRAFTSMAN
PROJECT NAME
MASTER PLAN D2357.1

STAMPS/ENDORSEMENTS

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8/27/18

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DATE	TYPE	DATE	TYPE

ELEVATION CRAFT.

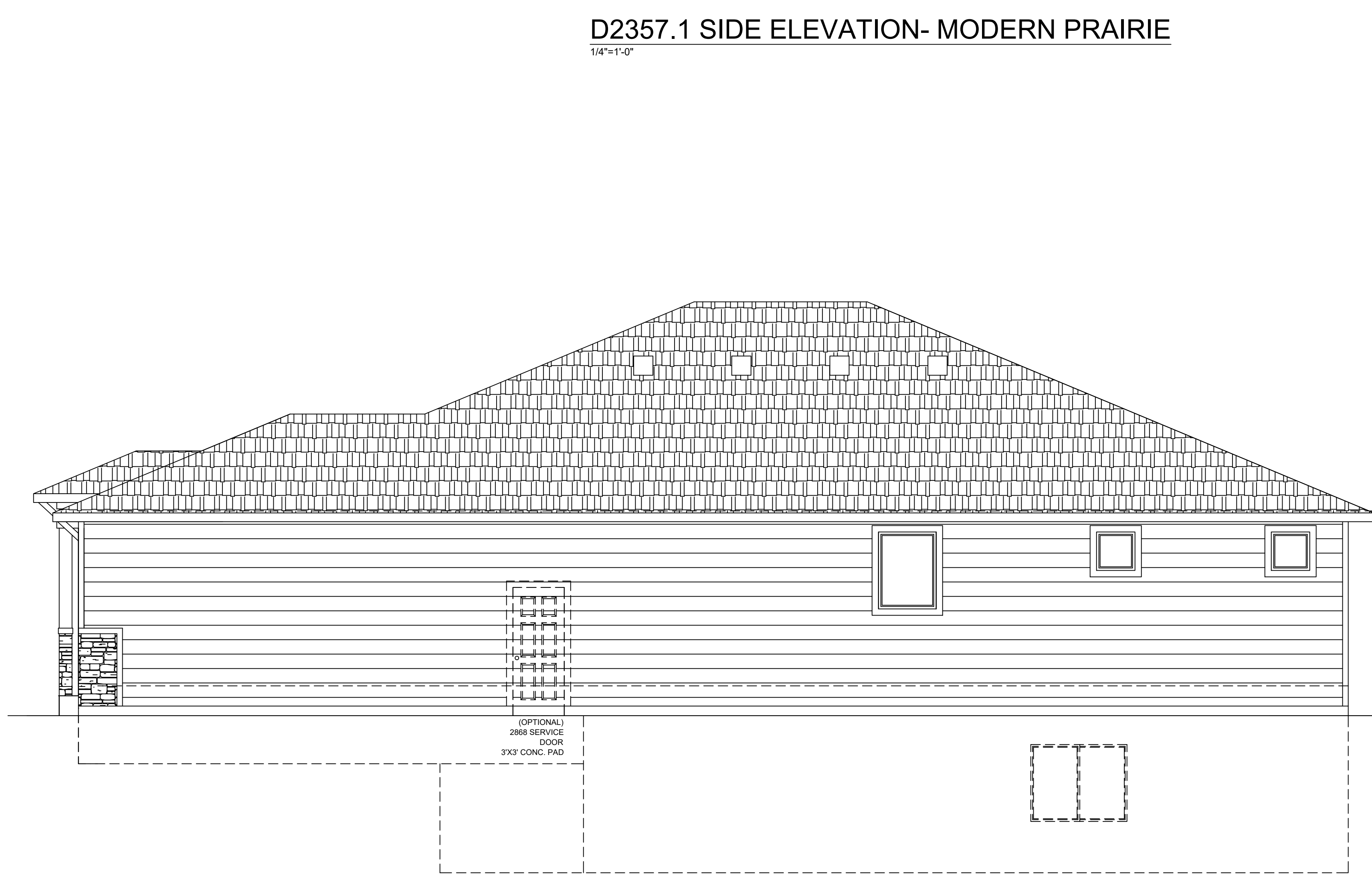
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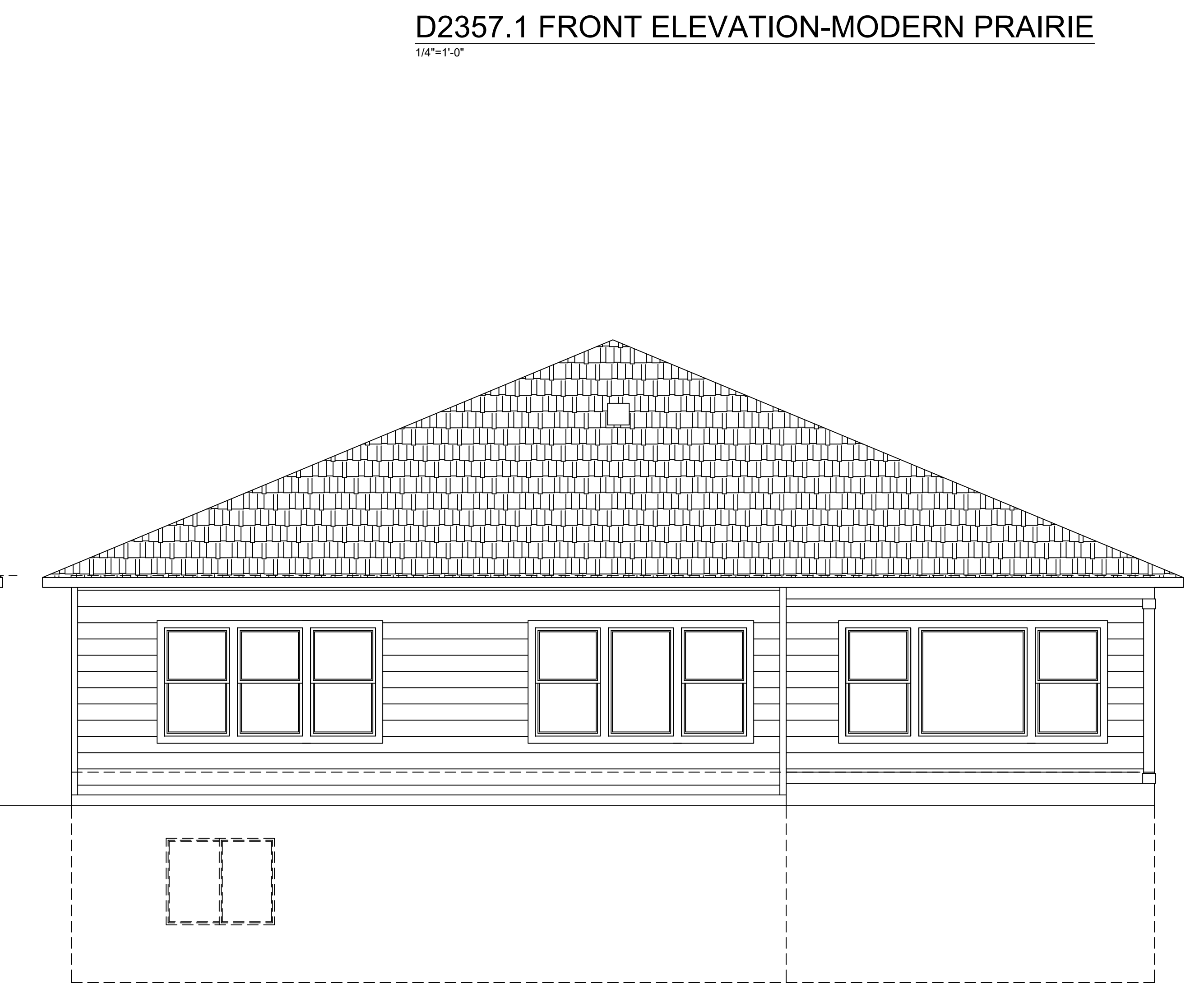
1/4"=1'-0"



1/4"=1'-0"



1/4"=1'-0"



1/4"=1'-0"

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SHEET NAME
ELEVATION- MODERN PRAIRIE

PROJECT NAME
MASTER PLAN D2357.1

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ELEVATION MOD. PR.

SHEET NUMBER
21

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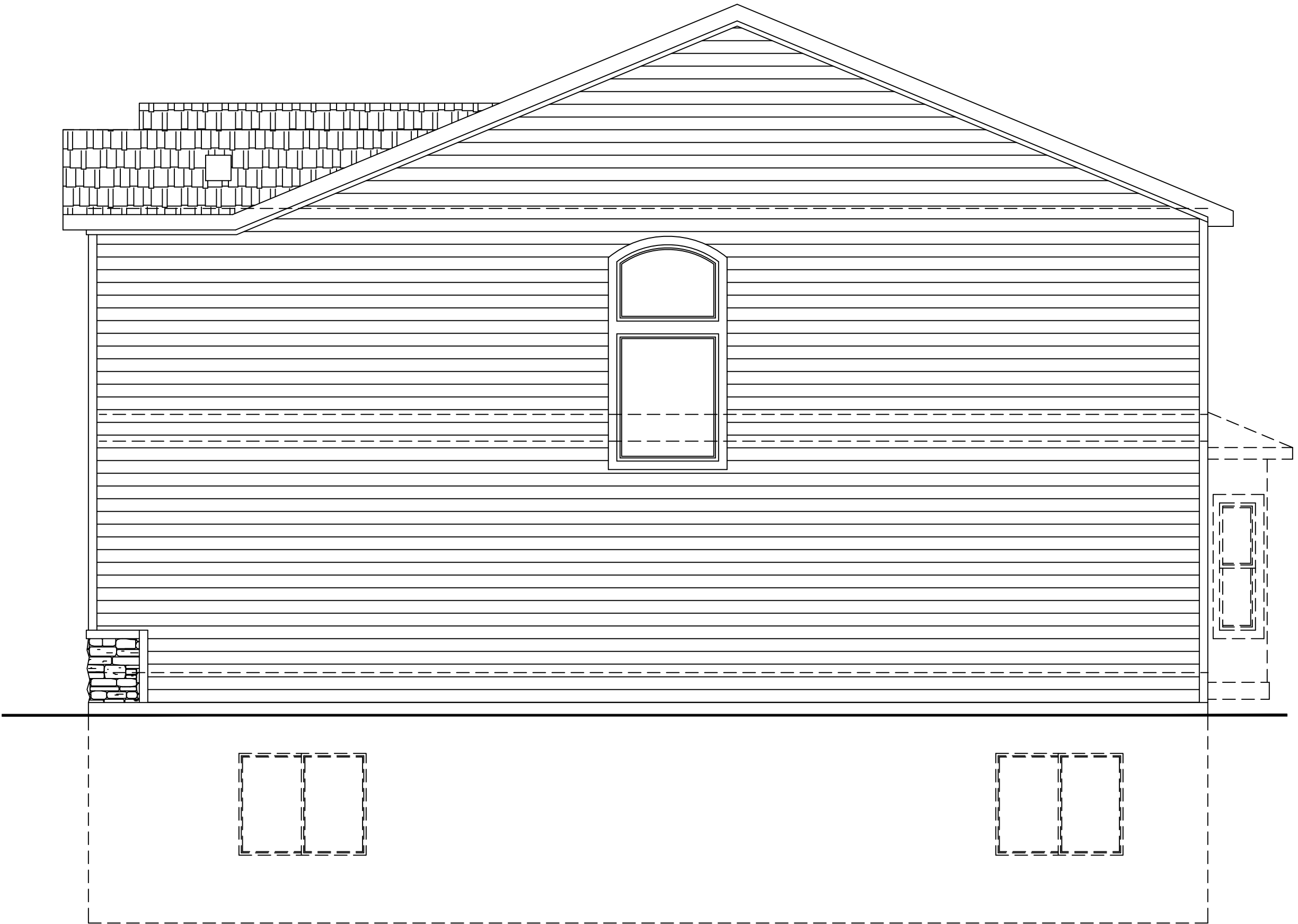
REAR ELEVATION "A"
SCALE: 1/4" = 1'-0"



GARAGE SIDE ELEVATION "A"
SCALE: 1/4" = 1'-0"



D2659.5 FRONT ELEVATION "A"
SCALE: 1/4" = 1'-0" (SHOWN w/ OPTIONAL BASEMENT)



RIGHT ELEVATION "A"
SCALE: 1/4" = 1'-0"

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SHEET NAME
ELEVATION- "A"

PROJECT NAME
MASTER PLAN D2659.5

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DATE	TYPE	DATE	TYPE

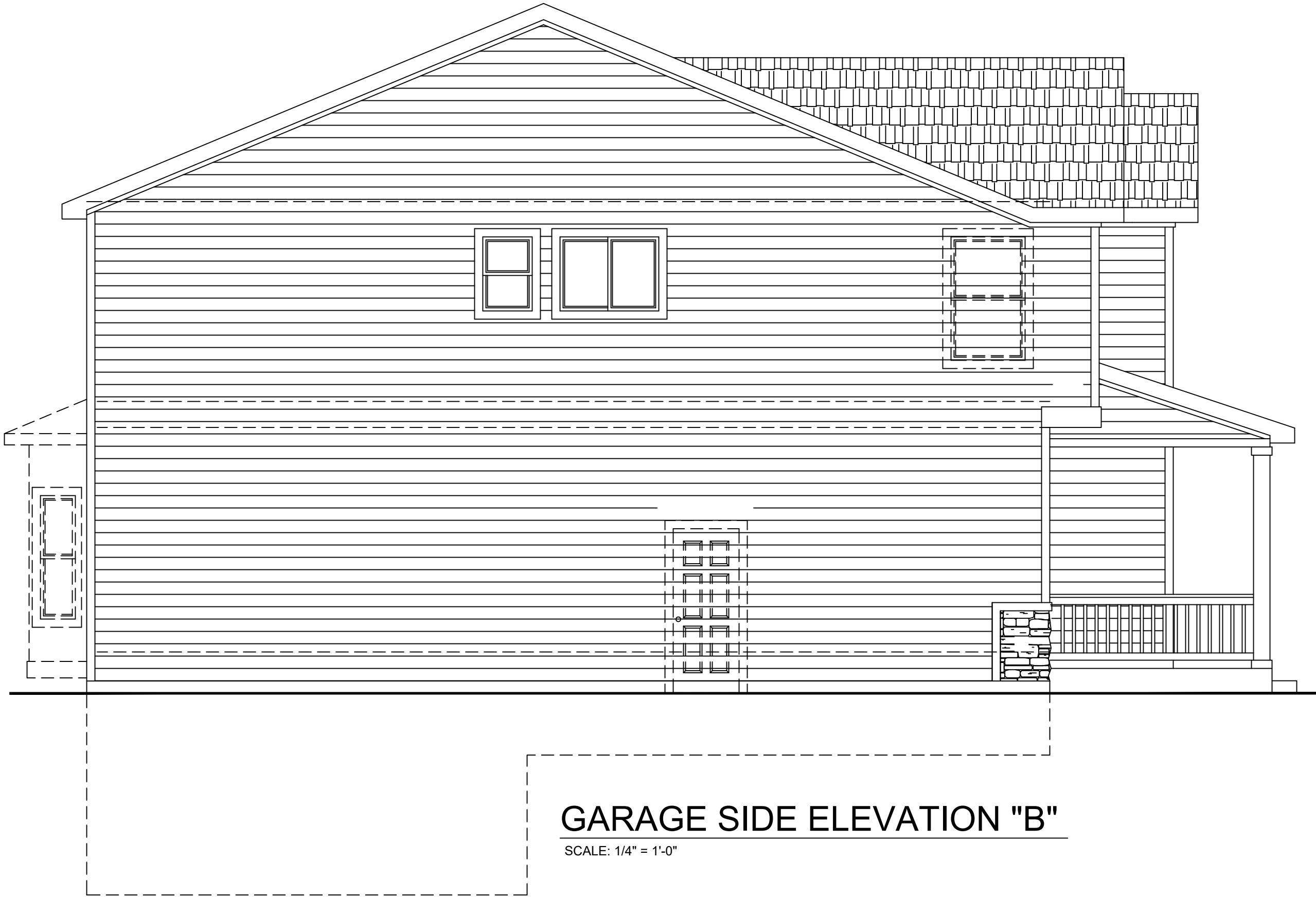
ELEVATION "A"

SHEET NUMBER
22



REAR ELEVATION "B"

SCALE: 1/4" = 1'-0"



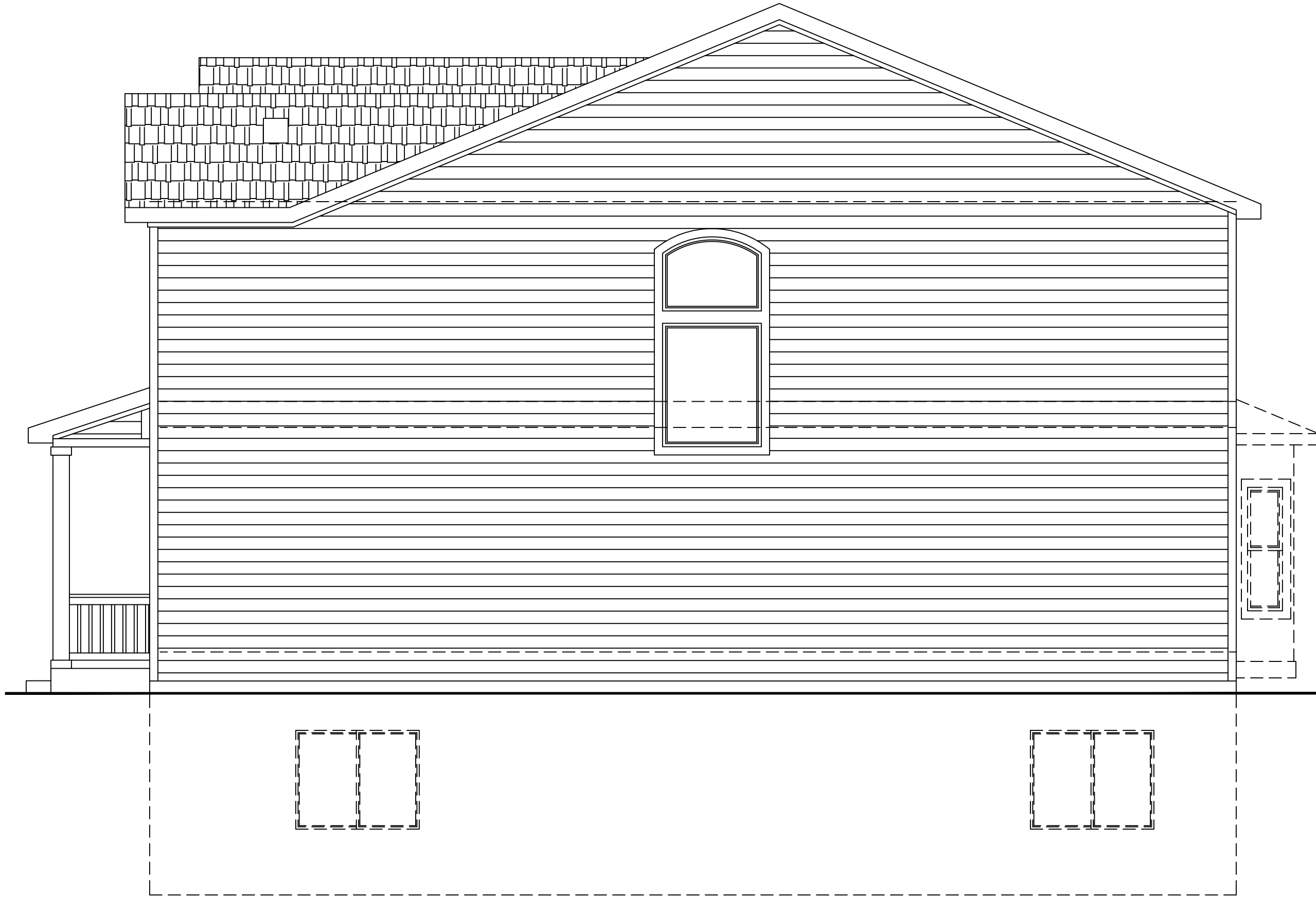
GARAGE SIDE ELEVATION "B"

SCALE: 1/4" = 1'-0"



D2659.5 FRONT ELEVATION "B"

SCALE: 1/4" = 1'-0" (SHOWN w/ OPTIONAL BASEMENT)



RIGHT ELEVATION "B"

SCALE: 1/4" = 1'-0"

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SHEET NAME
ELEVATION- "B"

PROJECT NAME
MASTER PLAN D2659.5

STAMPS/ENDORSEMENTS

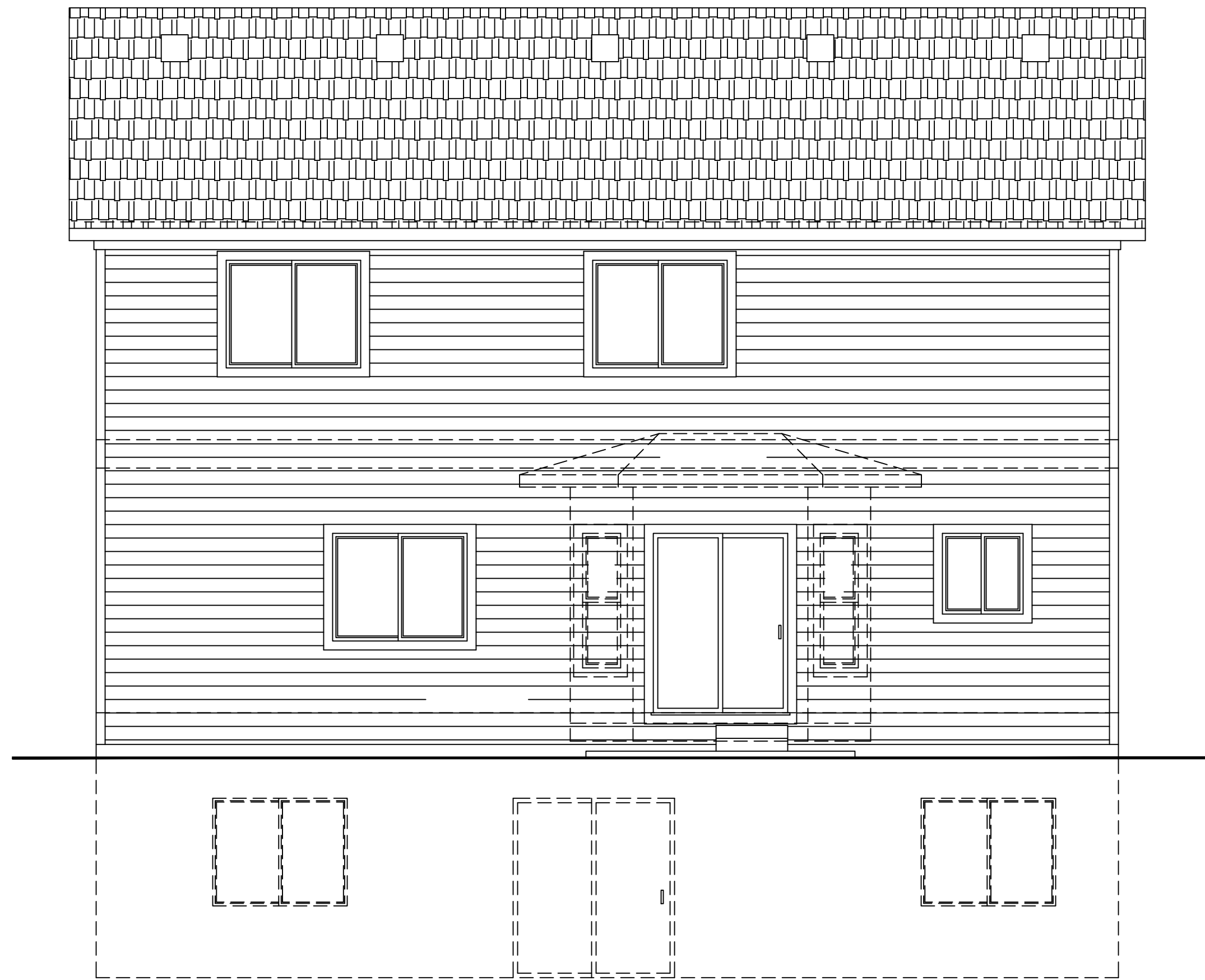
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DATE	TYPE	DATE	TYPE

ELEVATION "B"

SHEET NUMBER
23



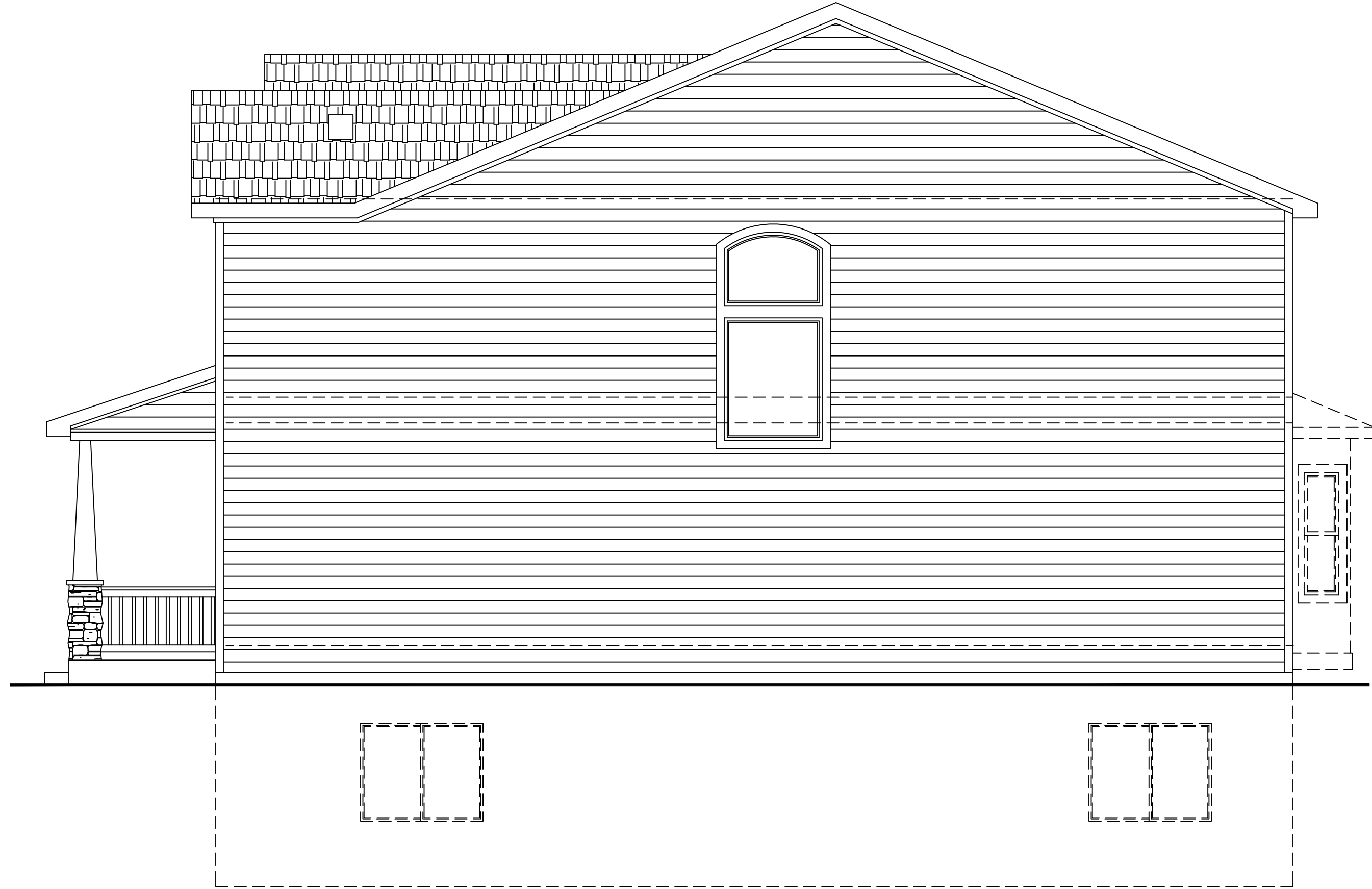
REAR ELEVATION "E"
SCALE: 1/4" = 1'-0"



GARAGE SIDE ELEVATION "E"
SCALE: 1/4" = 1'-0"



D2659.5 FRONT ELEVATION "E"
SCALE: 1/4" = 1'-0" (SHOWN w/ OPTIONAL BASEMENT)



RIGHT ELEVATION "E"
SCALE: 1/4" = 1'-0"

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SHEET NAME
ELEVATION- "E"

PROJECT NAME
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STAMPS/ENDORSEMENTS

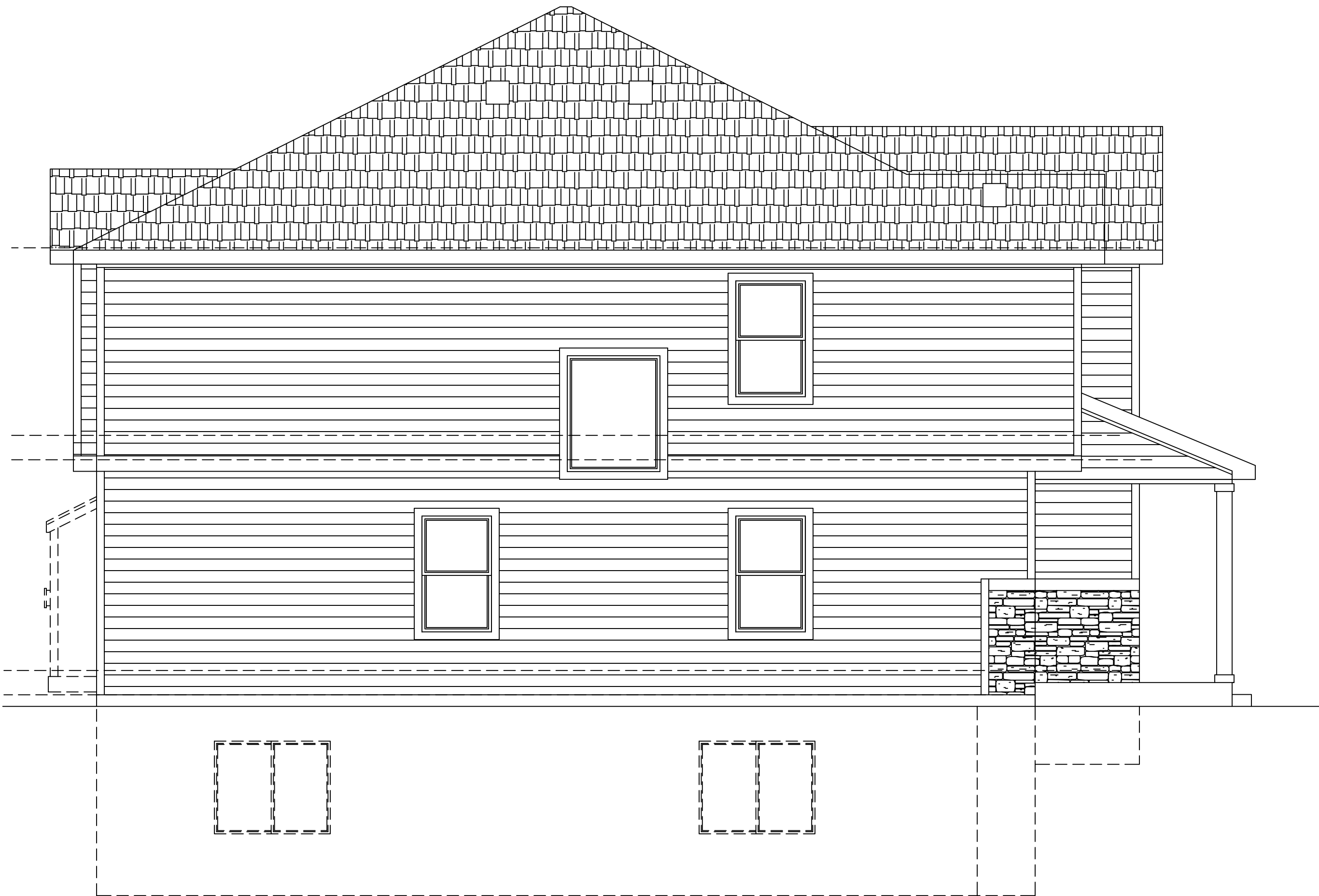
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DATE:
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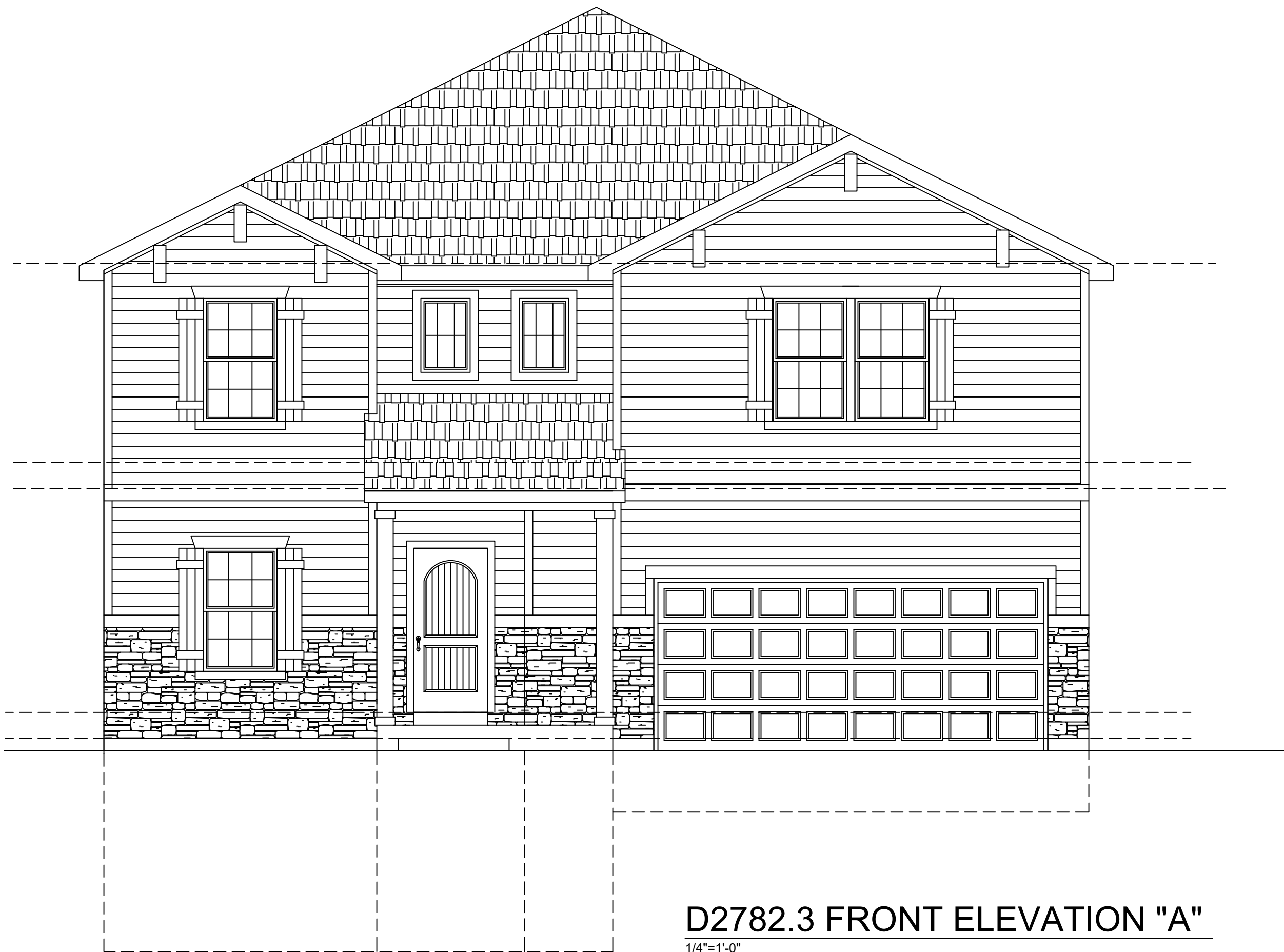
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DATE	TYPE	DATE	TYPE

ELEVATION "E"

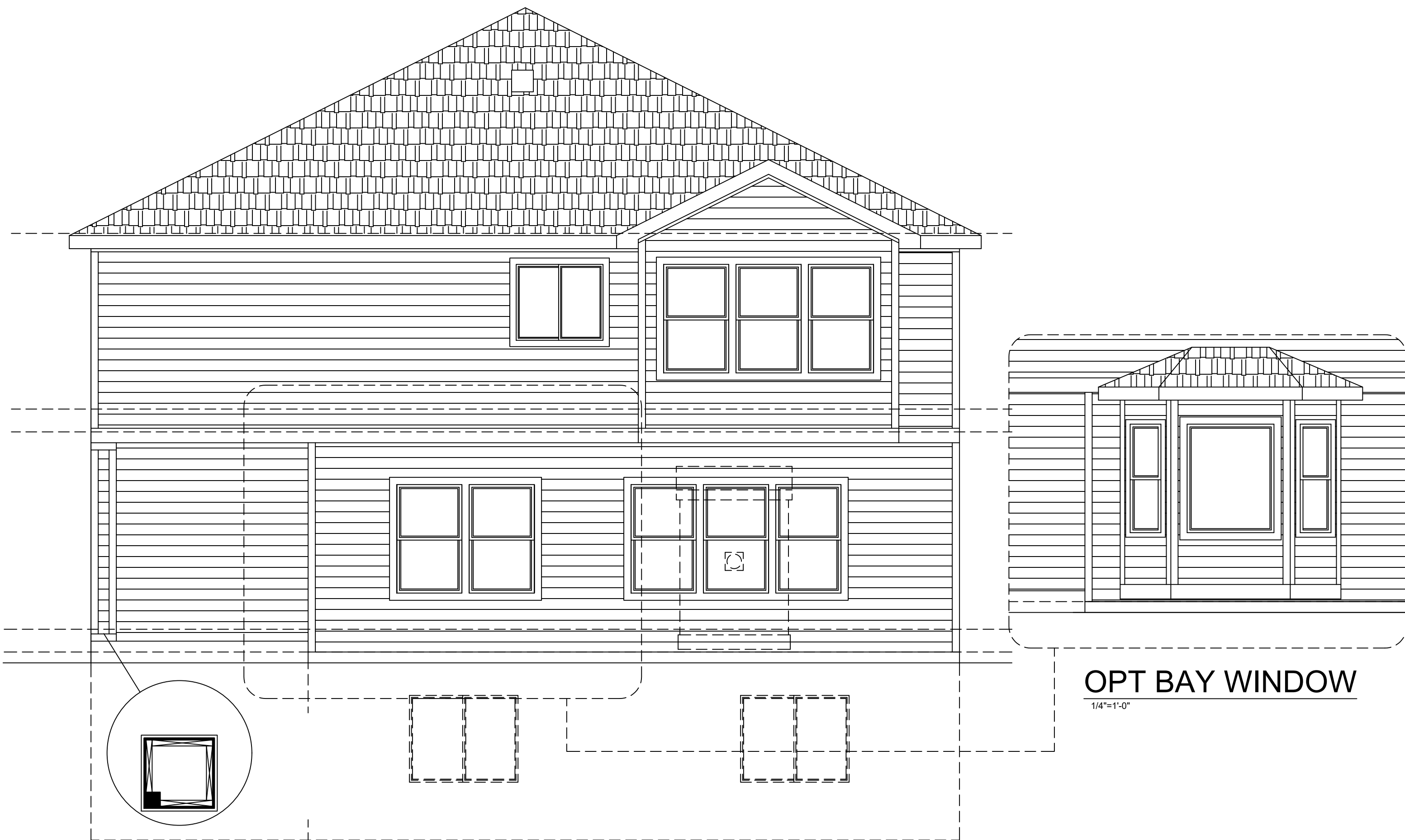
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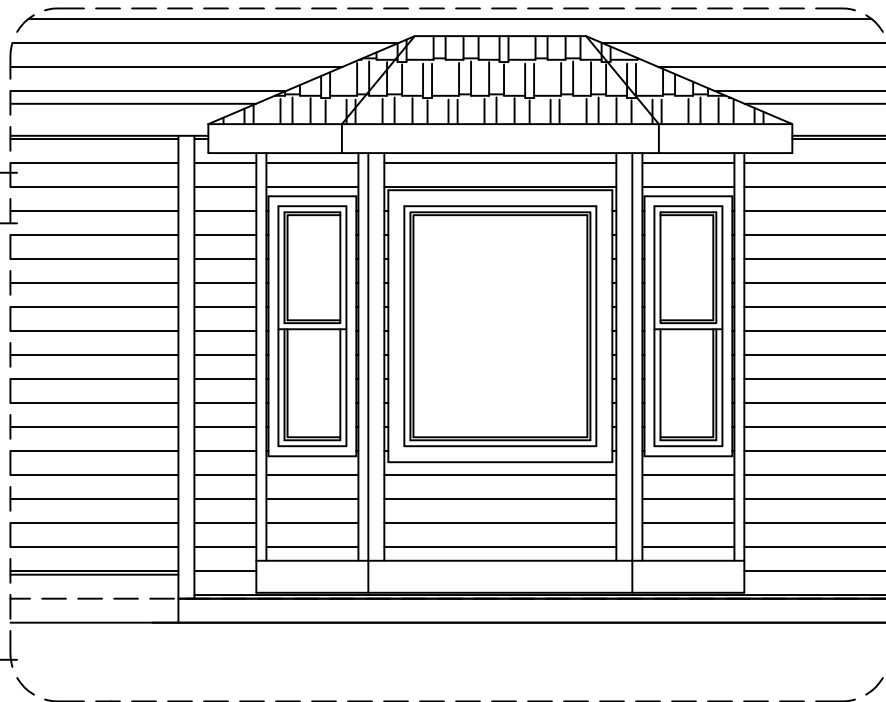
SIDE ELEVATION "A"
1/4"=1'-0"



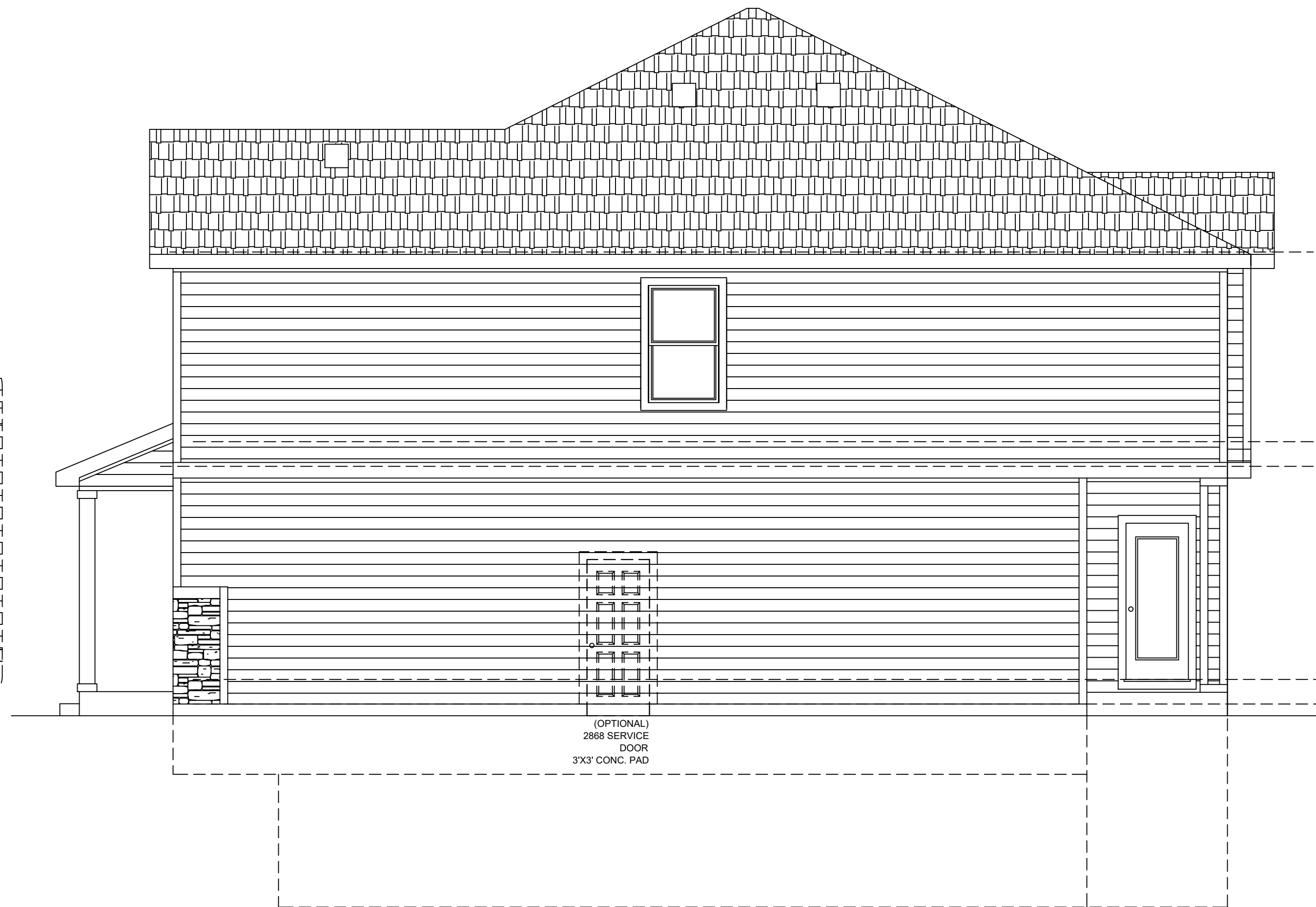
D2782.3 FRONT ELEVATION "A"
1/4"=1'-0"



REAR ELEVATION "A"
1/4"=1'-0"



OPT BAY WINDOW
1/4"=1'-0"



GARAGE SIDE ELEVATION "A"
1/4"=1'-0"

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SHEET NAME
ELEVATION- "A"
PROJECT NAME
MASTER PLAN D2782.3

STAMPS/ENDORSEMENTS

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DATE:

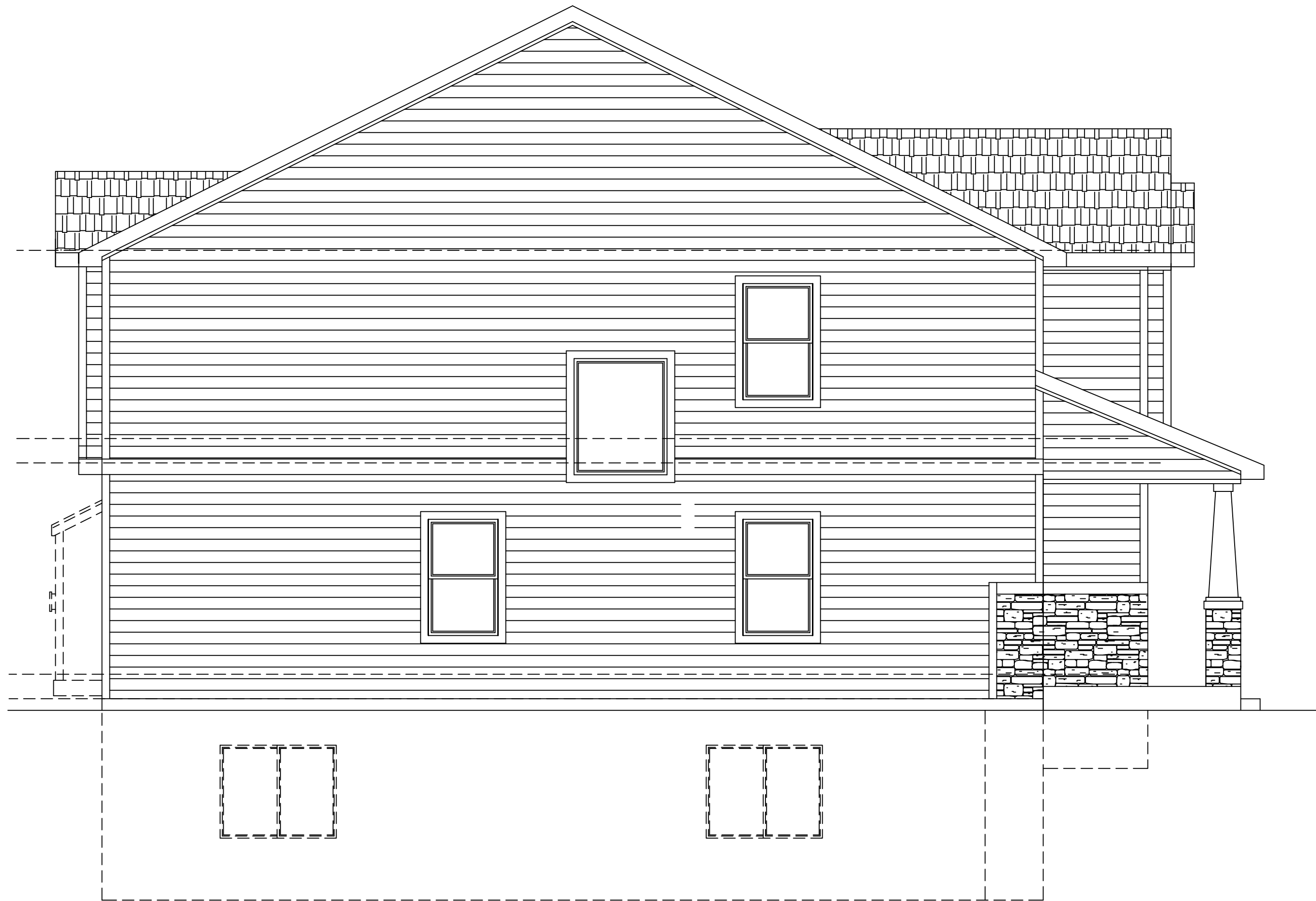
8/27/18

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DATE	TYPE	DATE	TYPE

ELEVATION "A"

SHEET NUMBER

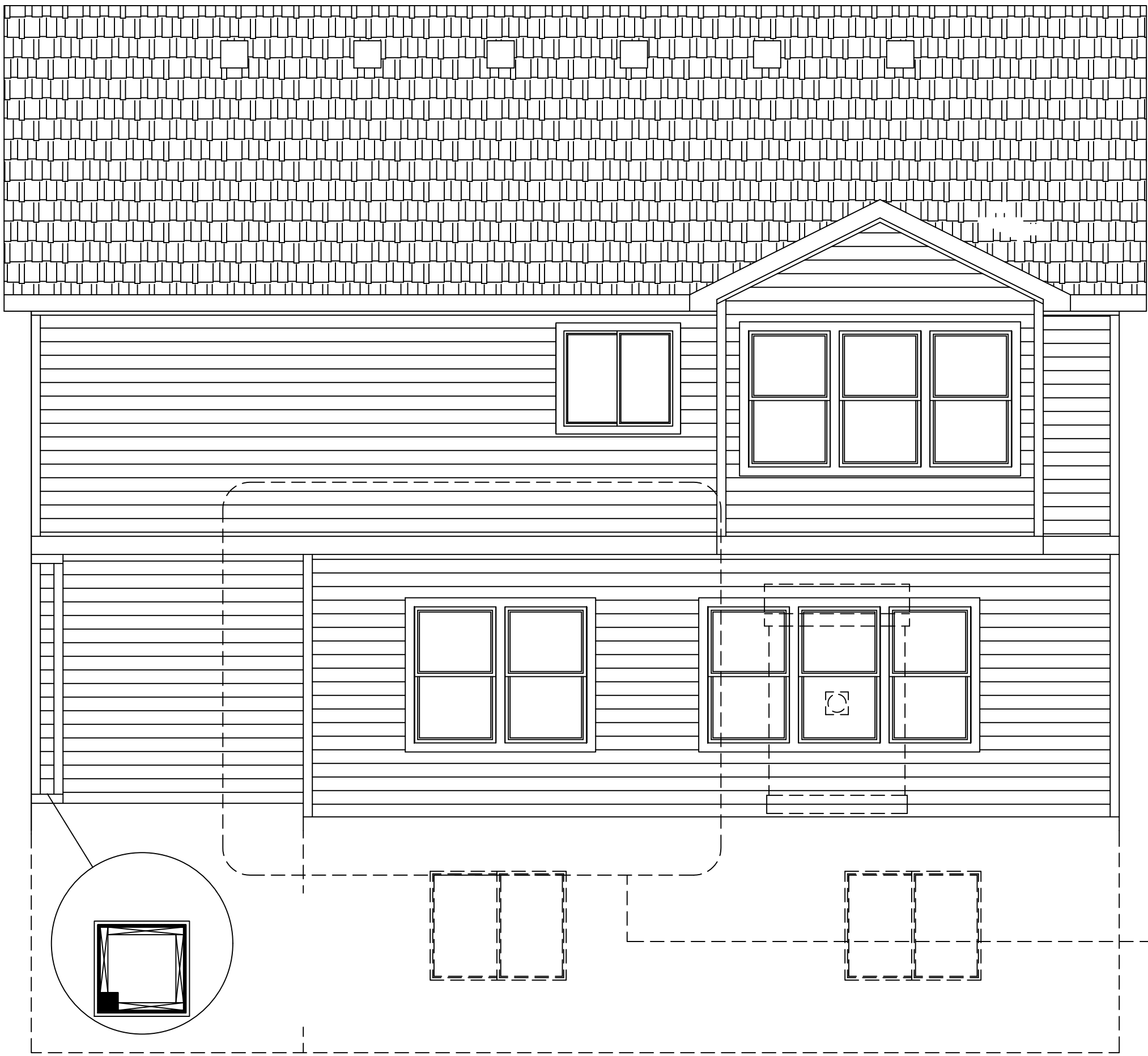
25



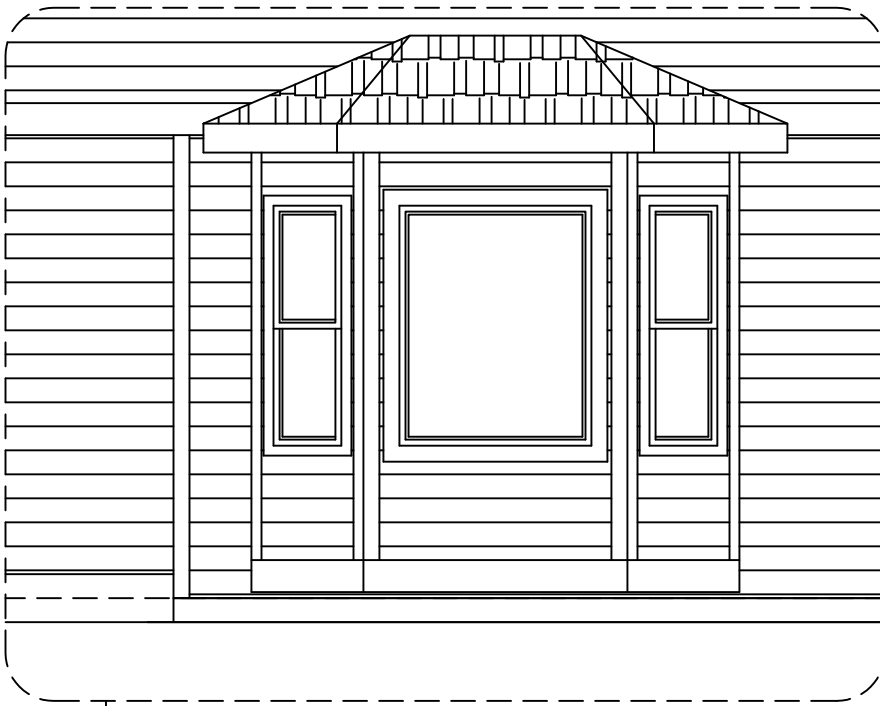
SIDE ELEVATION "B"
1/4"=1'-0"



D2782.3 FRONT ELEVATION "B"
1/4"=1'-0"



REAR ELEVATION "B"
1/4"=1'-0"



OPT BAY WINDOW
1/4"=1'-0"



GARAGE SIDE ELEVATION "B"
1/4"=1'-0"

DISCLAIMER:
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EXPRESS, WRITTEN CONSENT
OF NAMED PARTIES OR ITS
SUB-CONTRACTORS IS
EXPRESSLY FORBIDDEN.
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CHALLENGER HOMES
CHALLENGER BUILDING, LLC.
8605 EXPLORER DRIVE
SUITE 250
COLORADO SPRINGS, CO 80920
719-598-5192

SHEET NAME
ELEVATION- "B"
PROJECT NAME
MASTER PLAN D2782.3

STAMPS/ENDORSEMENTS

DRAWN BY:
AL
DATE:
8/27/18

SUBMITTALS / REVISIONS		SUBMITTALS / REVISIONS	
DATE	TYPE	DATE	TYPE

ELEVATION "B"

SHEET NUMBER
26

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HOMES

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SUITE 250
COLORADO SPRINGS, CO 80920
719-598-5192

SHEET NAME
ELEVATION- "C"

PROJECT NAME
MASTER PLAN D2782.3

STAMPS/ENDORSEMENTS

DRAWN BY:
AL

DATE:
8/27/18

SUBMITTALS / REVISIONS		SUBMITTALS / REVISIONS	
DATE	BY	DATE	BY

ELEVATION "C"

SHEET NUMBER
27

SIDE ELEVATION "C"
1/4"=1'-0"

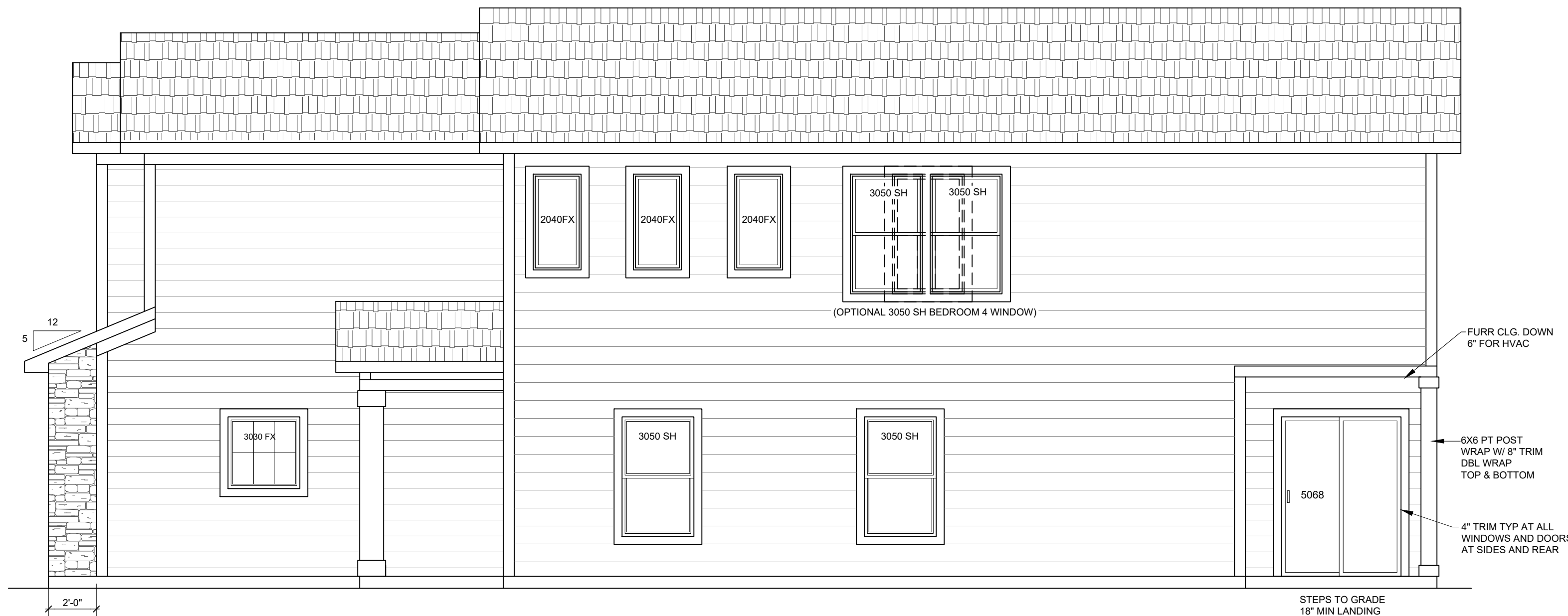
D2782.3 FRONT ELEVATION "C"
1/4"=1'-0"

REAR ELEVATION "C"
1/4"=1'-0"

OPT BAY WINDOW
1/4"=1'-0"

GARAGE SIDE ELEVATION "C"
1/4"=1'-0"

Page 157 of 309



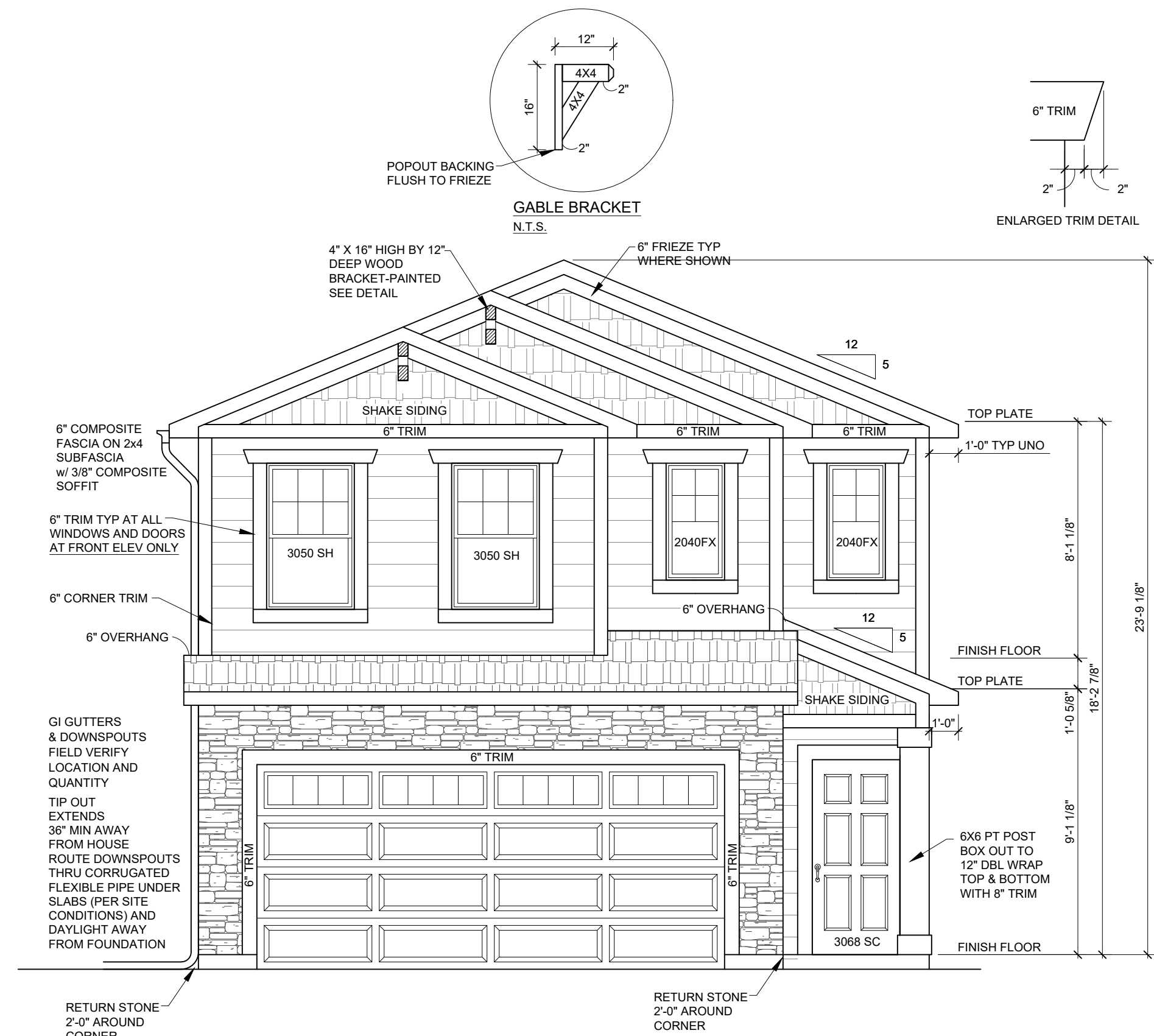
SIDE ELEVATION

1/4"=1'-0"



GARAGE SIDE ELEVATION

1/4"=1'-0"



2066-FRONT ELEVATION - CRAFTSMAN

1/4"=1'-0"



REAR ELEVATION

1/4"=1'-0"

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CHALLENGER COLORADO, LLC
8605 EXPLORER DRIVE SUITE 250
COLORADO SPRINGS, CO 80920
719-538-5152

SHEET NAME
CRAFTSMAN ELEVATIONS - SIDING

PROJECT NAME
MASTER PLAN 2066

STAMPS/ENDORSEMENTS

DRAWN BY:
AL

DATE:
3/23/19

SUBMITTALS / REVISIONS		SUBMITTALS / REVISIONS	
DATE	BY	DATE	BY

CRAFTSMAN ELEVS
SHEET NUMBER
28

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CHALLENGER COLORADO, LLC
8605 EXPLORER DRIVE SUITE 250
COLORADO SPRINGS, CO 80920
719-538-5152

SHEET NAME
CRAFTSMAN ELEVATIONS - SIDING

PROJECT NAME
MASTER PLAN 1690

STAMPS/ENDORSEMENTS

DRAWN BY:
AL

DATE:
3/23/19

SUBMITTALS / REVISIONS		SUBMITTALS / REVISIONS	
DATE	BY	DATE	BY

CRAFTSMAN ELEVS
SHEET NUMBER
29

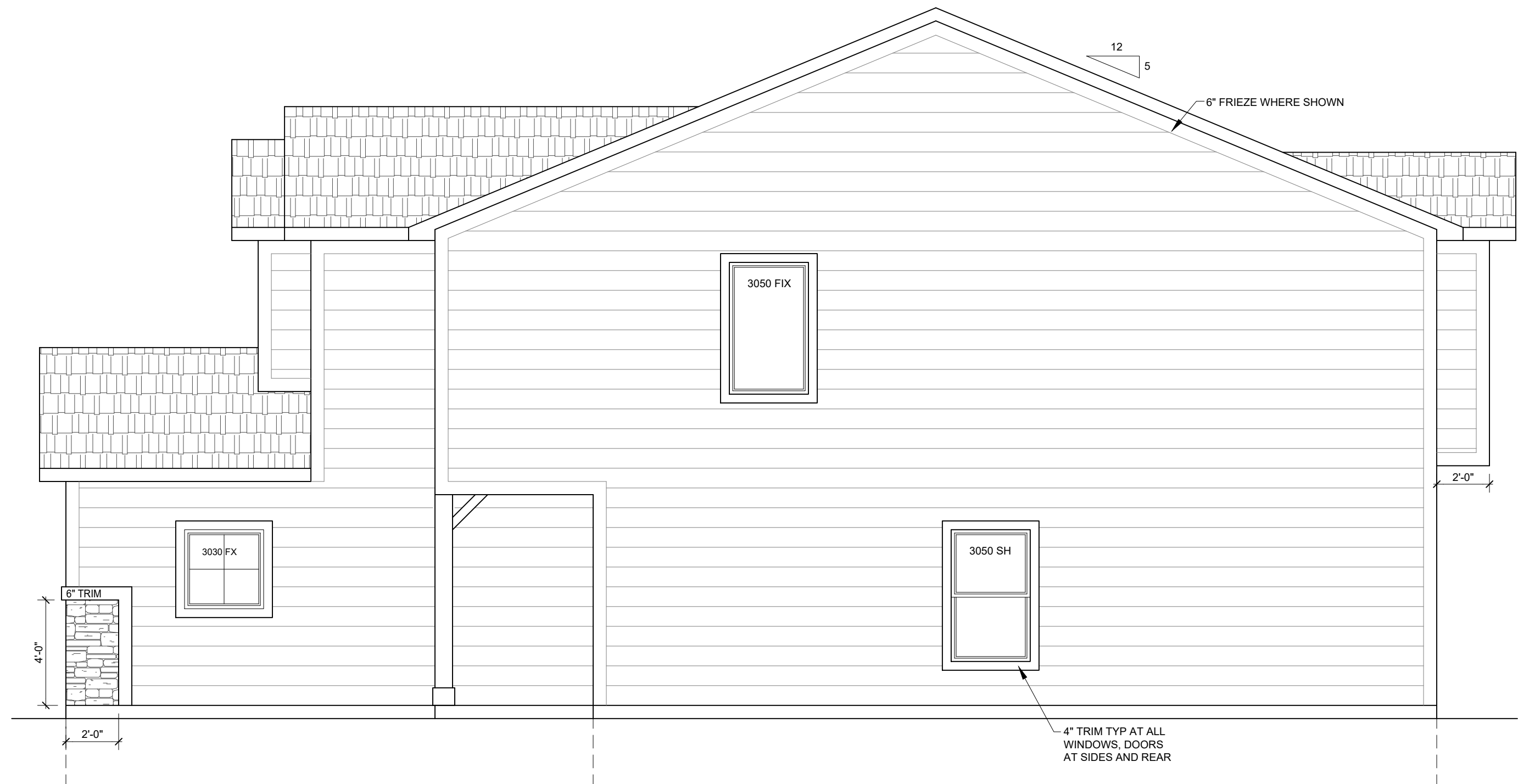
REAR ELEVATION
1/4"=1'-0"

1690-FRONT ELEVATION - CRAFTSMAN
1/4"=1'-0"

SIDE ELEVATION
1/4"=1'-0"

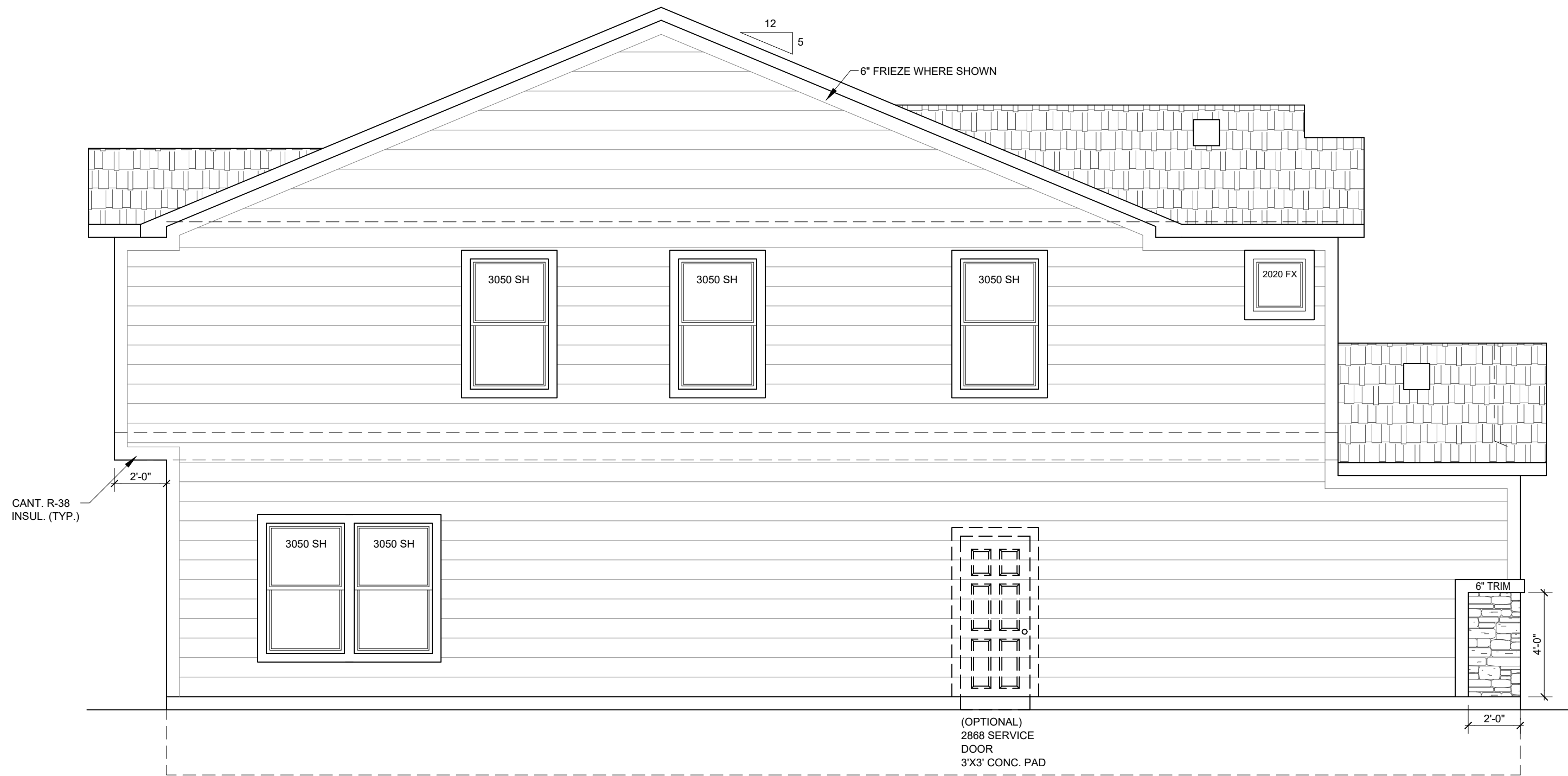
GARAGE SIDE ELEVATION
1/4"=1'-0"

Page 159 of 309



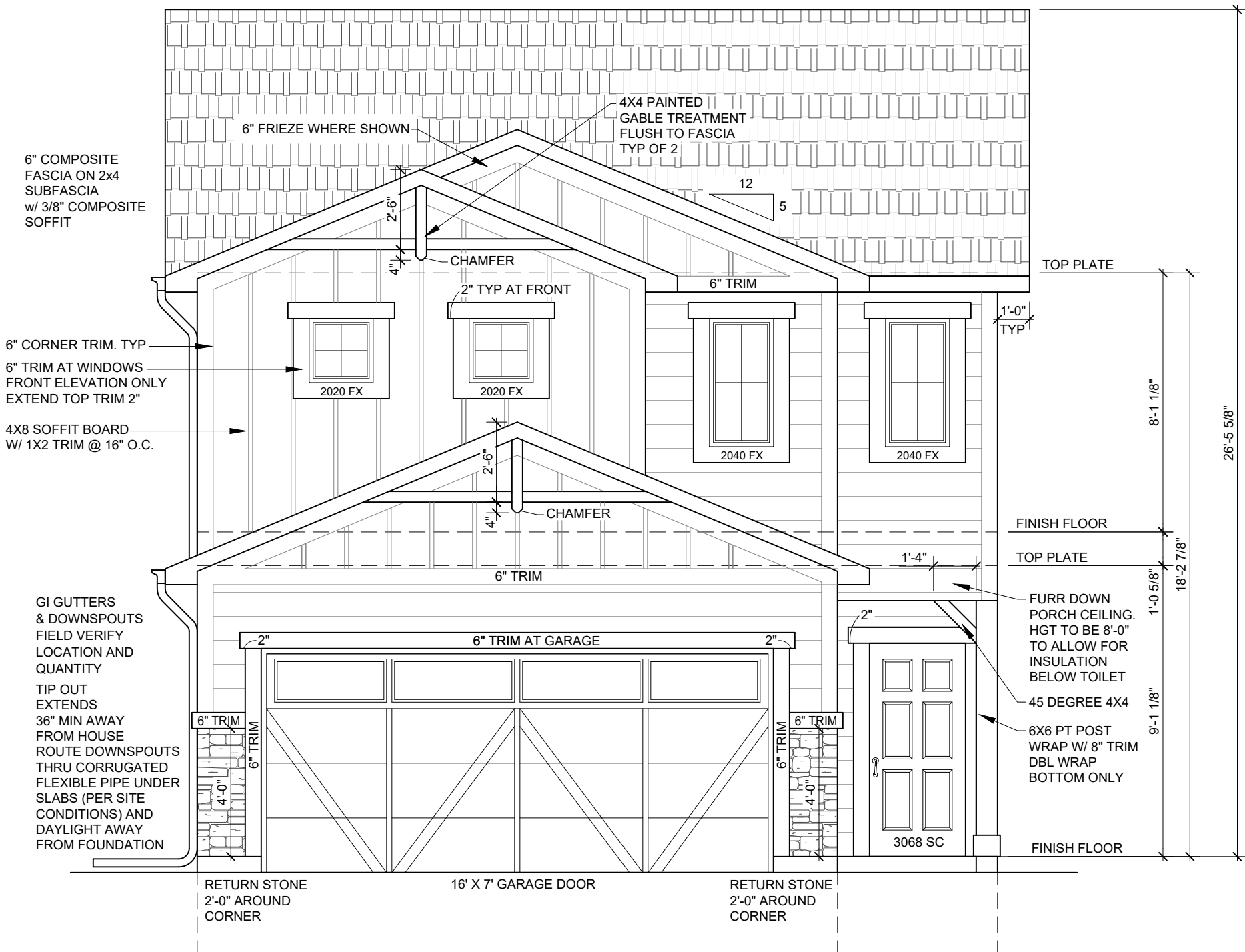
SIDE ELEVATION - FARMHOUSE

1/4"=1'-0"



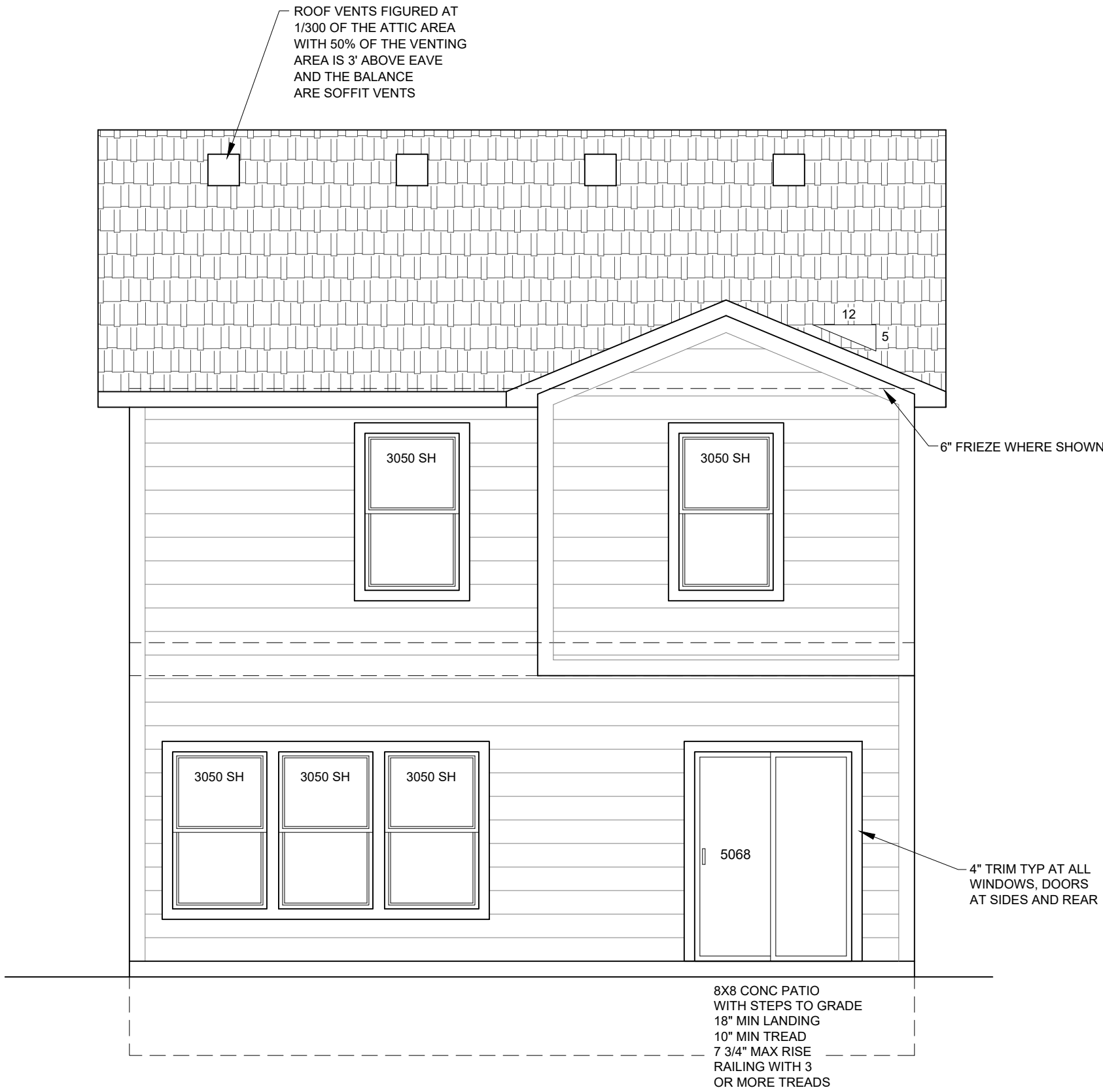
GARAGE SIDE ELEVATION - FARMHOUSE

1/4"=1'-0"



1840-FRONT ELEVATION - FARMHOUSE

1/4"=1'-0"



REAR ELEVATION - FARMHOUSE

1/4"=1'-0"

DISCLAIMER:
THE INFORMATION, IDEAS, DESIGNS, AND DETAILS SHOWN ON THIS SHEET ARE FOR THE EXPRESS USE OF THE CLIENT AND PROJECT LISTED ON THIS SHEET ONLY. ANY RE-USE WITHOUT THE EXPRESS, WRITTEN CONSENT OF NAMED PARTIES OR ITS SUB-CONTRACTORS IS EXPRESSLY FORBIDDEN.
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CHALLENGER
HOMES
CHALLENGER COLORADO, LLC
8805 EXPLORER DRIVE SUITE 250
COLORADO SPRINGS, CO 80920
719-588-5162

SHEET NAME
FARMHOUSE ELEVATIONS - SIDING
PROJECT NAME
MASTER PLAN 1840

STAMPS/ENDORSEMENTS

DRAWN BY:
AL

DATE:
3/2/2018

SUBMITTALS / REVISIONS		SUBMITTALS / REVISIONS	
DATE	TYPE	DATE	TYPE

FARMHOUSE ELEVS
SHEET NUMBER

30

Sign Posting Affidavit

Coyote Creek Filing No. 5 Preliminary Plat
Project No. LUP2022-0018
Plan No PPL2022-0003



Facing Coyote Creek Dr.

I, Robert Quinette hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 27 day of September, 2022.

Robert Quinette

Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by ROBERT QUINETTE this 28th day of September, 2022. Witness my hand and seal.

My commission expires 01-16-2023

[Signature]

Notary Public



(SEAL)

Public Notice

CITY OF FORT LUPTON
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a Preliminary Plat known as the Coyote Creek Filing No. 5 Preliminary Plat, this application includes 2 parcels the first is located south and adjacent to Coyote Creek Dr. and approximately 0.01 miles west of College Avenue and the second is located north and adjacent to Coyote Creek Dr and approximately 0.01 miles west of College Avenue within the City of Fort Lupton, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on **Thursday, October 13, 2022, at 6:00 P.M.**, and before the City Council on **Tuesday, November 1, 2022, at 6:00 P.M.** or as soon as possible thereafter.

The public hearings shall be held at the Fort Lupton City Hall, 130 S. McKinley Avenue in Fort Lupton, Colorado. In the event that the City Hall is closed at the time of the hearings, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda as posted on the City's website, www.fortluptonco.gov.

Further information is available through the City Planning and Building Department at (303) 857-6694.

ALL INTERESTED PERSONS MAY ATTEND

LEGAL DESCRIPTION

TWO PARCELS OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE CENTER 1/4 CORNER BY A 3-1/4" ALUMINUM CAP WITH ILLEGIBLE STAMPING IN A RANGE BOX, AND AT THE WEST QUARTER CORNER BY AN ALUMINUM CAP STAMPED "LS 13155" BEARING S89°17'03" A DISTANCE OF 2647.93 FEET AS REFERENCED TO COLORADO STATE PLANE NORTH ZONE, NAD(83).

PARCEL 5-A: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 82.71 FEET; THENCE DEPARTING SAID EAST LINE, S89°17'03" A DISTANCE OF 55.00 FEET, TO THE POINT OF BEGINNING; THENCE S89°30'42"W A DISTANCE OF 488.71 FEET, TO A POINT ON THE LINE OF THAT PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 1553 AT PAGE 516, IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ON SAID EASTERLY LINE, N00°14'34"W A DISTANCE OF 378.66 FEET, TO THE SOUTHEASTERLY CORNER OF PARCEL M-2 AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2818583;

THENCE ON THE EASTERLY LINE OF SAID PARCEL M-2, N20°26'53"W A DISTANCE OF 106.12 FEET, TO A POINT ON THE SOUTHEASTERLY CORNER OF LOT 1 BLOCK 1 COYOTE CREEK FILING NO. 3 RECORDED UNDER RECEPTION NO. 2832671;

THENCE ON THE EASTERLY LINE OF SAID BLOCK 1 COYOTE CREEK FILING NO. 3, THE FOLLOWING FOUR (4) COURSES:

1. N15°25'44"E A DISTANCE OF 105.27 FEET;
2. N89°47'35"E A DISTANCE OF 114.28 FEET;
3. N00°12'25"W A DISTANCE OF 180.06 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 121°33'45" AND AN ARC LENGTH OF 53.04 FEET, TO A POINT OF REVERSE CURVE ON THE SOUTHERLY RIGHT-OF-WAY OF COYOTE CREEK DRIVE, AS SHOWN ON THE PLAT OF SAID COYOTE

CREEK FILING NO. 3;
THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 31°33'17" AND AN ARC LENGTH OF 82.61 TO A POINT OF TANGENT;

2. N89°47'07"E A DISTANCE OF 342.60 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLLEGE AVENUE, AS RECORDED UNDER RECEPTION NO. 4409262;

THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, S00°12'25"E A DISTANCE OF 800.80 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 372,791 SQUARE FEET OR 8.5581 ACRES.

PARCEL 5-B:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 933.03 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COYOTE CREEK DRIVE AS SHOWN ON THE PLAT OF COYOTE CREEK FILING NO. 3 RECORDED UNDER RECEPTION NO. 2832671, IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, S89°47'07"W A DISTANCE OF 55.00 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLLEGE AVENUE AS RECORDED UNDER RECEPTION NO. 4409262, AND THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES:

1. S89°47'07"W A DISTANCE OF 342.60 FEET, TO A POINT OF CURVE;

2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 11°49'43" AND AN ARC LENGTH OF 41.29 FEET, TO A POINT OF NON-TANGENT BEING THE SOUTHEASTERLY CORNER OF LOT 49 BLOCK 3 AS SHOWN ON SAID PLAT COYOTE CREEK FILING NO. 3;

THENCE ON THE EASTERLY LINES OF SAID BLOCK 3 COYOTE CREEK FILING NO. 3, THE FOLLOWING THREE (3) COURSES:

1. N12°02'36"W A DISTANCE OF 136.33 FEET;

2. N55°08'04"E A DISTANCE OF 15.74 FEET;

3. N43°48'13"E A DISTANCE OF 26.92 FEET, TO THE SOUTHWESTERLY CORNER OF THAT PROPERTY DESCRIBED AS THE CITY OF FORT LUPTON TANK AND PUMPSTATION SITE RECORDED IN BOOK 708 UNDER RECEPTION NO. 1630100;

THENCE ON SAID SOUTHERLY LINE, N89°47'07"E A DISTANCE OF 379.91 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID COLLEGE AVENUE;

THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, S00°12'25"E A DISTANCE OF 157.50 FEET, TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 62,641 SQUARE FEET OR 1.4380 ACRES.

CONTAINING A COMBINED AREA OF 435,432 SQUARE FEET OR 9.9961 ACRES.

Legal Notice No. FLP702

First Publication: September 22, 2022

Last Publication: September 22, 2022

Publisher: Fort Lupton Press



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on the 27th day of September, 2022, a true and correct copy of the foregoing Notice of Public Hearings and Preliminary Plat Map for Coyote Creek No. 5 Preliminary Plat was sent via United States Mail, postage pre-paid, to the following addresses:

ARELLANO-ORNEALAS JOSE JUAN
14606 HIGHWAY 52
FORT LUPTON, CO 806218223

SANCHEZ CARLOS ARTURO
1640 WAGONWHEEL DR
FORT LUPTON, CO 80621

DRAKE DUSTY
4007 E 113TH PL
THORNTON, CO 80621

CARLETON KEATS S
2280 COYOTE CREEK DR
FORT LUPTON, CO 80621

GARDEN WILLIAM L
2290 COYOTE CREEK DR
FORT LUPTON, CO 80621

CALLAWAY RICHARD C
2291 COYOTE CREEK DR
FORT LUPTON, CO 80621

WAGNER AMY L
2300 COYOTE CREEK DR
FORT LUPTON, CO 80621

SPADY AUSTIN
2303 COYOTE CREEK DR
FORT LUPTON, CO 80621

SWEENEY ALANA
2303 HORSE SHOE CIR
FORT LUPTON, CO 80621

MAUL MICHAEL R
2303 SQUIRES CT
LONGMONT, CO 80621

BARTOLO DARREN
2310 COYOTE CREEK DR
FORT LUPTON, CO 80621

SKROCKI JOISAN
2310 COYOTE CREEK DR
FORT LUPTON, CO 80621

BOYER JADE
2311 HORSE SHOE CIR
FORT LUPTON, CO 80621

GUTIERREZ EYENIRA
2316 HORSE SHOE CIR
FORT LUPTON, CO 80621

MENDEZ JUSTIN C
2318 COYOTE CREEK DR
FORT LUPTON, CO 80621

FADASE SOLOMON S
2319 COYOTE CREEK DR
FORT LUPTON, CO 80621

CHAVEZ VICTORIA
2321 SADDLE BACK CT
FORT LUPTON, CO 80621

REYES JOSE I
2322 SADDLE BACK CT
FORT LUPTON, CO 80621

WIEGERT CHRISTINA A
2324 HORSE SHOE CIR
FORT LUPTON, CO 80621

MENDOZA JAVIER
8707 E FLORIDA AVE UNIT 608
DENVER, CO 80247

LENTZ DIANA L
2328 SADDLE BACK COURT
FORT LUPTON, CO 80621

ANDERSON NOAH
2331 COYOTE CREEK DR
FORT LUPTON, CO 80621

FLETCHER LOUIS D
2330 HORSE SHOE CIR
FORT LUPTON, CO 80621

LAIRD JUSTIN R
2331 HORSE SHOE CIR
FORT LUPTON, CO 80621

GLEIM AMY CHRISTINE
2334 COYOTE CREEK DR
FORT LUPTON, CO 80621

ROBERTS BRANDON
2336 SADDLEBACK CT
FORT LUPTON, CO 80621

DUCOING TODD
2337 SADDLE BACK CT
FORT LUPTON, CO 80621

HELZER TINA
2342 COYOTE CREEK DR
FORT LUPTON, CO 80621

HOTTEL CINDY E
2345 SADDLE BACK CT
FORT LUPTON, CO 80621

OBENCHAIN JESSICA LAIRD
2346 HORSE SHOE CIR
FORT LUPTON, CO 80621

Fort Lupton

COLORADO

AGUIRRE MARIA LUISA
2350 COYOTE CREEK DR
FORT LUPTON, CO 80621

YOUNG RYAN JH
2353 HORSE SHOE CIR
FORT LUPTON, CO 80621

BETZ ELI JUSTIN
2362 HORSE SHOE CIR
FORT LUPTON, CO 80621

SCHURR TANYA
2375 COYOTE CREEK DR
FORT LUPTON, CO 80621

RODRIGUEZ MELCHOR EDUARDO
2401 COYOTE CREEK DRIVE
FORT LUPTON, CO 80621

TUDOR ADAM J
2412 HORSE SHOE CIRCLE
FORT LUPTON, CO 80621

VAZQUEZ JESUS G MORALES
2424 HORSESHOE CIR
FORT LUPTON, CO 80621

TENORIO KATHLEEN L
5380 COUNTY ROAD 29 1/2
FORT LUPTON, CO 80621

WATERMEULEN JACQUELYNN
ANN VAN
2370 HORSE SHOE CIR
FORT LUPTON, CO 80621

AIMS LOCAL COLLEGE DISTRICT
PO BOX 69
GREELEY, CO 80632

TSCHIDA JOSHUA P
2350 COYOTE CREEK DR
FORT LUPTON, CO 80621

CHACON JORDAN M
2355 SADDLE BACK CT
FORT LUPTON, CO 80621

FERRARA CALEB
456 GRANGE LN
JOHNSTOWN, CO 80621

HUMILDAD ALEJANDRO
2375 SADDLE BACK CT
FORT LUPTON, CO 80621

SPOMER KYLIE
2404 HORSESHOE CIRCLE
FORT LUPTON, CO 80621

RIFE AMANDA
2418 HORSE SHOE CIR
FORT LUPTON, CO 80621

STEWART DALTON
2432 HORSE SHOE CIR
FORT LUPTON, CO 80621

TENORIO LAWRENCE J
5379 COUNTY ROAD 29 1/2
FORT LUPTON, CO 80621

LUPTON LAND LLC
17 BEACON HILL LN
GREENWOOD VILLAGE, CO
80111

Once you submit the form I
will send you a meeting
confirmation,

HARNDEN AMANDA ROSE
2353 HORSE SHOE CIR
FORT LUPTON, CO 80621

JOHNSON MATTHEW
2359 COYOTE CREEK DR
FORT LUPTON, CO 80621

RETANA LUIS
2371 HORSE SHOE CIR
FORT LUPTON, CO 80621

PADILLA ERIK
2376 HORSESHOE CIRCLE
FORT LUPTON, CO 80621

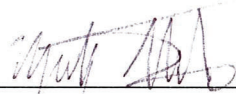
MARTINEZ DAVID
2405 HORSE SHOE CIRCLE
FORT LUPTON, CO 80621

SILVA HECTOR
2419 HORSE SHOE CIRCLE
FORT LUPTON, CO 80621

CW-MURATA LLC
8655 S PRIEST DR
TEMPE, AZ 85284

CW-BRIGGS LLC
8655 S PRIEST DR
TEMPE, AZ 85284

HOWARTH LINDA K SEPERATE
PROPERTY TRUST
2326 COYOTE CREEK DR
FORT LUPTON, CO 80621



City Official



Planning & Building Department
130 S. McKinley Avenue Phone: 303.857.6694
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortluptonco.gov

**CITY OF FORT LUPTON
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Fort Lupton is in receipt of an application for a Preliminary Plat known as the Coyote Creek Filing No. 5 Preliminary Plat, this application includes 2 parcels the first is located south and adjacent to Coyote Creek Dr. and approximately 0.01 miles west of College Avenue and the second is located north and adjacent to Coyote Creek Dr and approximately 0.01 miles west of College Avenue within the City of Fort Lupton, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

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ALL INTERESTED PERSONS MAY ATTEND

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT
BIT.LY/DEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: COYOTE CREEK NO. 5 PRELIMINARY
PLAT

LEGAL DESCRIPTION

TWO PARCELS OF LAND IN THE CITY OF FORT LUPTON, COLORADO, LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE CENTER 1/4 CORNER BY A 3-1/4" ALUMINUM CAP WITH ILLEGIBLE STAMPING IN A RANGE BOX, AND AT THE WEST QUARTER CORNER BY AN ALUMINUM CAP STAMPED "LS 13155" BEARING S89°17'03" A DISTANCE OF 2647.93 FEET AS REFERENCED TO COLORADO STATE PLANE NORTH ZONE. NAD(83).

PARCEL 5-A: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;
THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 82.71 FEET; THENCE DEPARTING SAID EAST LINE, S89°17'03" A DISTANCE OF 55.00 FEET, TO THE POINT OF BEGINNING; THENCE S89°30'42"W A DISTANCE OF 488.71 FEET, TO A POINT ON THE LINE OF THAT PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 1553 AT PAGE 516, IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ON SAID EASTERLY LINE, N00°14'34"W A DISTANCE OF 378.66 FEET, TO THE SOUTHEASTERLY CORNER OF PARCEL M-2 AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2818583; THENCE ON THE EASTERLY LINE OF SAID PARCEL M-2, N20°26'53"W A DISTANCE OF 106.12 FEET, TO A POINT ON THE SOUTHEASTERLY CORNER OF LOT 1 BLOCK 1 COYOTE CREEK FILING NO. 3 RECORDED UNDER RECEPTION NO. 2832671;

THENCE ON THE EASTERLY LINE OF SAID BLOCK 1 COYOTE CREEK FILING NO. 3, THE FOLLOWING FOUR (4) COURSES:

1. N15°25'44"E A DISTANCE OF 105.27 FEET;
2. N89°47'35"E A DISTANCE OF 114.28 FEET;
3. N00°12'25"W A DISTANCE OF 180.06 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 121°33'45" AND AN ARC LENGTH OF 53.04 FEET, TO A POINT OF REVERSE CURVE ON THE SOUTHERLY RIGHT-OF-WAY OF COYOTE CREEK DRIVE, AS SHOWN ON THE PLAT OF SAID COYOTE CREEK FILING NO. 3;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 31°33'17" AND AN ARC LENGTH OF 82.61 TO A POINT OF TANGENT;

2. N89°47'07"E A DISTANCE OF 342.60 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLLEGE AVENUE, AS RECORDED UNDER RECEPTION NO. 4409262;

THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, S00°12'25"E A DISTANCE OF 800.80 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 372,791 SQUARE FEET OR 8.5581 ACRES.

PARCEL 5-B:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN:

THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, N00°12'25"W A DISTANCE OF 933.03 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COYOTE CREEK DRIVE AS SHOWN ON THE PLAT OF COYOTE CREEK FILING NO. 3 RECORDED UNDER RECEPTION NO. 2832671, IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, S89°47'07"W A DISTANCE OF 55.00 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLLEGE AVENUE AS RECORDED UNDER RECEPTION NO 4409262, AND THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES:

1. S89°47'07"W A DISTANCE OF 342.60 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 11°49'43" AND AN ARC LENGTH OF 41.29 FEET, TO A POINT OF NON-TANGENT BEING THE SOUTHEASTERLY CORNER OF LOT 49 BLOCK 3 AS SHOWN ON SAID PLAT COYOTE CREEK FILING NO. 3;

THENCE ON THE EASTERLY LINES OF SAID BLOCK 3 COYOTE CREEK FILING NO. 3, THE FOLLOWING THREE (3) COURSES:

1. N12°02'36"W A DISTANCE OF 136.33 FEET;
2. N55°08'04"E A DISTANCE OF 15.74 FEET;
3. N43°48'13"E A DISTANCE OF 26.92 FEET, TO THE SOUTHWESTERLY CORNER OF THAT PROPERTY DESCRIBED AS THE CITY OF FORT LUPTON TANK AND PUMPSTATION SITE RECORDED IN BOOK 708 UNDER RECEPTION NO. 1630100;

THENCE ON SAID SOUTHERLY LINE, N89°47'07"E A DISTANCE OF 379.91 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID COLLEGE AVENUE;

THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, S00°12'25"E A DISTANCE OF 157.50 FEET, TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 62,641 SQUARE FEET OR 1.4380 ACRES.

CONTAINING A COMBINED AREA OF 435,432 SQUARE FEET OR 9.9961 ACRES.

COYOTE CREEK PUD FILING NO. 5 PRELIMINARY PLAT

COYOTE CREEK PA-5 LOCATED IN
NW QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF
6TH P.M., FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO.: LUP & PLAN NO.:

KEY CONTACTS

OWNER:		
LUPTON LAND, LLC	(303) 587-1966	
10000 W. 10TH AVE.		
LOVE TREE, CO. 80124		
ATTN: BOB QUINETTE		
PLANNER/CIVIL ENGINEER/LANDSCAPE ARCHITECT		
JR. ENGINEERING	(970) 305-6754	
FORT COLLINS, CO. 80525		
ATTN: KEN MEHRIT		
CITY	(720) 486-6106	
CITY OF FORT LUPTON, ENGINEERING		
130 SOUTH MAINLEY AVENUE		
FOOT HILL, CO. 80621		
ATTN: TERRY HODGES		

BENCHMARK:

BENCHMARK:
WELD COUNTY BENCHMARK 4907, 3-5/4" PIPE CAP ON
PIPE APPROXIMATELY 90 FEET WEST OF THE WESTERLY
MOST RAILROAD TRACK AND 26 FEET SOUTH OF THE
CENTERLINE OF 9TH STREET, ELEVATION=4908.22 (NAVD88)

BASIS OF BEARING:

BASIS OF BEARING
THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 1 NORTH, RANGE 86, WEST OF THE 6TH
PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTH
END BY A 3-1/4" ALUMINUM CAP STAMPED "1/4 2003 PLS
14823" IN A RANGE BOX AND AT THE SOUTH END BY A #6
REBAR WITH 3-1/4" ALUMINUM CAP STAMPED "ILLEGIBLE OFF
TO THE SIDE IN A RANGE BOX, BEARING N0076°07'W AS
REFERENCED TO COLORADO STATE PLANE NORTH LINE.

DESIGN STANDARDS

DESIGN STANDARDS

NO HOME MODEL ELEVATION SHALL BE REPEATED MORE THAN ONCE EVERY FOURTH (4TH) LOTS ON THE SAME SIDE OF THE STREET (E.G. THE FIRST AND FIFTH LOTS IN A ROW MAY CONTAIN THE SAME MODEL ELEVATION, BUT THE SECOND AND THIRD LOT MUST CONTAIN TWO (2) DIFFERENT MODEL ELEVATIONS.

STREET FACING GARAGE DOORS ON GARAGES ATTACHED TO PRINCIPAL DWELLING STRUCTURES SHALL HAVE THE PRINCIPAL DWELLING STRUCTURE TO BE HIGHLIGHTED BY THE PRINCIPAL FACADE OF THE DWELLING FRONT PORCH.

STREET FACING GARAGE DOORS SHALL BE COMPOSED OF PRINCIPAL FACADE OF THE DWELLING FRONT PORCH.

STREET FACING GARAGE DOORS SHALL NOT BE MORE THAN FORTY-FIVE (45) PERCENT OF THE FRONT FACADE OF THE PRINCIPAL DWELLING STRUCTURE.

STREET FACING GARAGE DOORS SHALL NOT BE MORE THAN FIFTY (50) PERCENT FOR THREE-CAR GARAGES.

FENCING STANDARDS

FENCING STANDARDS

FENCES SHALL BE CONSTRUCTED PER THE FORT LUPITON MUNICIPAL CODE, EXCEPT THAT CHAIN LINK/WOVEN WIRE FENCES ARE NOT AN ALLOWED MATERIAL (SEE DETAIL SHEET 11)

UTILITY MAINTENANCE STATEMENT

UTILITY MAINTENANCE STATEMENT

ALL PUBLIC WATER, STORM SEWER AND SANITARY SEWER MAINS AND APPURTENANCES LOCATED IN PUBLIC ROW SHALL BE MAINTAINED BY THE CITY OF FORT LUDION. PUBLIC WORKS DEPARTMENT. ALL PUBLIC WATER, STORM SEWER, AND SANITARY SEWER MAINS AND APPURTENANCES UNDER PRIVATE DEEDS ARE LOCATED IN UTILITY EASEMENTS. CITY IS RESPONSIBLE FOR MAINTENANCE OF THESE WATER STORM AND SANITARY SEWER FACILITIES. CITY IS NOT RESPONSIBLE FOR REPLACEMENT OF PRIVATE WATER, GROUND WATER OR LANDSCAPING DAMAGED DURING UTILITY REPAIR OR MAINTENANCE.

SHEET INDEX

- | | |
|------------|-------------------------------------|
| 1 | COVER SHEET |
| 2 | PRELIMINARY PLAT |
| 3 | PRELIMINARY SITE PLAN |
| 4 | PRELIMINARY DRAINAGE PLAN |
| 5 | PRELIMINARY UTILITY PLAN |
| 6 | PRELIMINARY STREET PLAN AND PROFILE |
| 7-9 | LANDSCAPE PLAN |
| 10-11 | PRODUCT ELEVATIONS & PLANS |
| 22-30 | |
| TOTAL = 30 | |

TOTAL	=	30
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LAND SUMMARY CHART

TOTAL SITE AREA - 9.996AC
NUMBER OF LOTS - 61 LOTS
GROSS DENSITY - 6.102 DU'S/
MINIMUM LOT SIZE - 3,865 SF
MAXIMUM LOT SIZE - 11,234 SF
AVERAGE LOT SIZE - 5954 SF

PROJECT LOCATION MAP

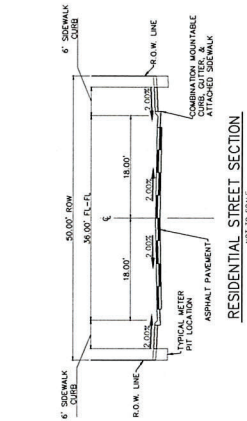
SCALE: 1" = 1000'

P.U.D. LAND USE STANDARDS

SINGLE-FAMILY USES ON STANDARD LOTS, INCLUDING THE NECESSARY APPURTENANT AND ACCESSORY FACILITIES AND USES ASSOCIATED WITH SUCH LIVING AREAS, NO BUILDING OR LAND SHALL BE USED AND NO BUILDING SHALL BE HEREAFTER ERICED OR STRUCTURALLY ALTERED UNLESS OTHERWISE PROVIDED FOR IN THE CVDOT CREIX P.L.D., EXCEPT FOR SINGLE-FAMILY DWELLINGS INCLUDING HOMES BUILT ON SITE, SINGLE-FAMILY DWELLINGS MAY INCLUDE HOME OCCUPATIONS.

ACCESSORY BUILDINGS TYPICALLY FOUND WITH THE ABOVE-PERMITTED USES SHALL BE ALLOWED AN ACCESSORY BUILDING OR UTILITY SHED MAY NOT BE LOCATED SO AS TO ENDOCRON ON ADJACENT PUBLIC OR PRIVATE PROPERTY OR EASEMENTS, IN NO INSTANCE SHALL AN ACCESSORY BUILDING OR UTILITY SHED BE PERMITTED IN THE FRONT YARD. SAO BUILDINGS SHALL BE SET BACK A MINIMUM OF TWENTY (20) FEET FROM ANY SIDE STREET ON A CORNER LOT, ONLY ONE (1) ACCESSORY BUILDING PER BACKED LOT IS ALLOWED. ACCESSORY STRUCTURES SHALL ONLY BE ALLOWED AFTER THE PRINCIPAL DWELLING HAS BEEN PERMITTED AND CONSTRUCTED ON THE LOT. UTILITY SHEDS SHALL NOT BE CONSIDERED PRINCIPAL BUILDINGS, BUT MAY NOT EXCEED 150 SF GFA.

Know what's below.
Call before you dig.



SHEET 1 OF 30

JOB NO. 16093.01

H-SCALE	N/A
V-SCALE	N/A
DATE	7/29/22
DESIGNED BY	AJH
DRAWN BY	JSC
CHECKED BY	

NO.	REVISION

[illegible]

J-R ENGINEERING
A Division Company
Central 303-740-9939 • Colorado Springs 719-563-2593
Fax 719-563-9668 • www.jr-engineering.com

PREPARED FOR
LUPTON LAND, LLC
10221 PRESTWICK TRAIL
LONG TREE, CO 80124
BOB QUINETTE
303-587-1966

UNTIL SUCH TIME AS
THESE DRAWINGS ARE
APPROVED BY THE
APPROPRIATE REVIEWING
AGENCIES, OR ENGINEERING
APPROVES THEIR USE
ONLY FOR THE PURPOSES
DESICATED BY WRITTEN
AUTHORIZATION.



SUBJECT FOR DISCUSSION

Adopt Ordinance Annexing Land, Known as the High Pointe Hills Annexation, and Legally Described in Exhibit "A" to the Proposed Ordinance, and Approving the Annexation Agreement.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Highway 52 General Partnership L.L.P. has submitted a request for annexation of land totaling 181.907 acres, more or less, known as the High Pointe Hills Annexation. The annexation consists of one parcel of land (Parcel No. 147103000035). The proposed initial zoning is to the 'A' Agricultural Zone District, which is being presented to City Council for approval under a separate Action Memorandum and Ordinance following the hearing on this Annexation. The proposed future use of the property is for a residential and commercial subdivision.

FINANCIAL CONSIDERATIONS

The applicant has paid all applicable land use application fees and is covering ongoing review expenses.

LEGAL/POLITICAL CONSIDERATIONS

This annexation meets the requirements set forth by Colorado Statutes in 31-12-104 and by Municipal Code, Section 15-3. The Applicant has submitted the required documents pursuant to the Code.

All notification requirements were met, including posting notice of the hearings on the Property at least 15 days prior to this public hearing, mailing notice to property owners within 500 feet of the site, and publishing notice of the hearing in the Fort Lupton Press for four consecutive weeks, with the first publication being at least 30 days prior to the City Council public hearing.

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

- a) Adopt the Ordinance.
- b) Do not adopt the Ordinance.

STAFF RECOMMENDATIONS

Staff recommends conditional approval of the proposed Ordinance annexing land legally described in Exhibit A of the proposed Ordinance and approving the annexation agreement.

- Attachments:**
- a. Proposed Ordinance
 - b. Planning Commission Resolution
 - c. Planning Commission Meeting Minutes
 - d. Staff Report
 - e. Annexation Map
 - f. Annexation Agreement and Petition
 - g. City Council Resolution 2022R060
 - h. Legal Notices

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO. 2022-XXXX

INTRODUCED BY: XXXX

ADOPT ORDINANCE 2022-XXXX ANNEXING LAND LEGALLY DESCRIBED IN EXHIBIT “A” KNOWN AS THE HIGH POINTE HILLS ANNEXATION AND APPROVING THE ANNEXATION AGREEMENT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO:

WHEREAS, a petition for annexation of the subject property, legally described in Exhibit “A”, was filed with the City on September 6, 2022. The owners of 100% of the territory, with the exception of any road rights-of-ways, if applicable, are Highway 52 General Partnership L.L.P., and this territory is not solely a public street or rights-of-ways. The City Council accepted said petition and has found and determined that an election was not required for this annexation under state statute or municipal ordinance or code section and that no additional terms and conditions are to be imposed upon the annexation, other than those expressed in the annexation agreement. The Planning Commission of the City of Fort Lupton, after public hearing on October 13, 2022, has recommended approval of the annexation known as the High Pointe Hills Annexation. After a public hearing on November 1, 2022, Council found that the area to be annexed is eligible for annexation pursuant to Section 31-12-104 C.R.S. as to contiguity; and, the area is not affected by any of the limitations that would prevent annexation set forth in Section 31-12-105 C.R.S.

WHEREAS, the annexation agreement between the applicant and the City has been reviewed by City staff and by this Council and is approved and shall be signed by the Mayor.

WHEREAS, the City Council, after public notice and hearing, and consideration of the Planning Commission recommendation, declares that the subject property is hereby annexed conditional to the following:

- I. Prior to recording the annexation map:
 - A. The title of the annexation and initial zoning map shall include the Project No. LUP2022-0020, and Plan Nos. ANX2022-0001.
 - B. Any redline comments provided by City Staff shall be made to the annexation map.
 - C. Applicant shall provide written acknowledgement of the comments from the State Geologist.
 - D. Applicant shall provide written acknowledgement of the comments from United Power.

- E. Applicant shall provide written acknowledgement of the comments from Weld County Planning Services.
- F. Applicant shall provide written acknowledgement of the comments from Xcel Energy.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 1st day of November, 2022.

PUBLISHED in the Fort Lupton Press the 10th day of November 2022.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this _ day of _ 2022.

PUBLISHED BY TITLE ONLY the _ day of _ 2022.

EFFECTIVE (after publication) the _ day of _ 2022.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A

LEGAL DESCRIPTION – ANNEXATION

A PARCEL LOCATED IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 3 AS WITNESSED BY A FOUND 2.5 INCH ALUMINUM CAP MARKED 49.5' W.C., PLS 25937 1997", THENCE SOUTH 00°09'09" EAST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 50.00 FEET , MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 52, TO THE SOUTH LINE OF THE FORT LUPTON EAST ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4765841 AND THE **POINT OF BEGINNING**:

THENCE SOUTH 00°09'09" EAST, DEPARTING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 2525.93 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH LINE OF WELD COUNTY ROAD 12 AND THE NORTH LINE OF THE MP ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4592077, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ILLEGIBLE ALUMINUM CAP BEARS, SOUTH 00°09'09" EAST A DISTANCE OF 30.00 FEET;

THENCE SOUTH 88°59'47" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID MP ANNEXATION, PASSING AT A DISTANCE OF 1332.96 FEET THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND CONTINUING A TOTAL DISTANCE OF 2254.17 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE EAST LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED TO WILLIAM A. JENKINS AND LORI L. JENKINS FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3777987, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 BEARS SOUTH 00°30'29" EAST A DISTANCE OF 30.00 FEET AND SOUTH 88°59'47" WEST A DISTANCE OF 411.00 FEET;

THENCE, DEPARTING SAID RIGHT OF WAY LINE AND ALONG THE EAST AND NORTH LINES OF SAID JENKINS PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 00°30'29" WEST A DISTANCE OF 1279.57 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 FOR THE NORTHEAST CORNER OF SAID JENKINS PARCEL;
2. SOUTH 89°09'57" WEST A DISTANCE OF 411.00 FEET, MORE OR LESS, TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ALUMINUM CAP MARKED PLS 37971 2022;
3. SOUTH 89°10'38" WEST A DISTANCE OF 1330.21 FEET, MORE OR LESS, TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937;

THENCE NORTH 00°23'24" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 1264.89 FEET, MORE

OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 52 AND THE SOUTH LINE OF THE AQUA-HOT ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3952536, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 2001" BEARS NORTH 00°23'24" W A DISTANCE OF 50.00 FEET;

THENCE, 50.00 FEET SOUTH OF AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 3, ALONG THE SOUTH LINE OF SAID AQUA-HOT ANNEXATION, ALONG THE SOUTH LINE OF THE PATTERSON ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4343163 AND THE SOUTH LINE OF SAID FORT LUPTON EAST ANNEXATION THE FOLLOWING TWO (2) COURSES AND DISTANCES

1. NORTH 89°21'48" EAST A DISTANCE OF 1328.01 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 3 NORTH FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 1998" BEARS NORTH 00°29'40" WEST A DISTANCE OF 50.00 FEET;
2. NORTH 89°19'47" EAST A DISTANCE OF 2680.33 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 181.907 ACRES (7,923,861 SQUARE FEET) OF LAND, MORE OR LESS.

RESOLUTION NO. P2022-019

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF AN ANNEXATION KNOWN AS THE HIGH POINTE HILLS ANNEXATION AND INITIAL ZONING TO THE 'A' AGRICULTURE ZONE DISTRICT FOR LAND LEGALLY DESCRIBED IN EXHIBIT A.

WHEREAS, the Planning Commission held a public hearing on October 13, 2022, for the purpose of reviewing an application submitted by Highway 52 General Partnership, L.L.P. for an annexation, known as the High Pointe Hills Annexation and Initial Zoning to the 'A' Agriculture Zone District; and

WHEREAS, after review of the application and supporting information, the Planning Commission finds that the annexation and initial zoning conforms to Colorado Revised Statutes and City codes and policies therein, and

WHEREAS, all legal requirements for the public hearing have been met including publication of the legal notice in the Fort Lupton Press, mailing of public hearing notices to adjacent property owners within 500 feet, and posting of the hearing on the site.

NOW THEREFORE BE IT RESOLVED, the Planning Commission has taken into consideration all referral comments and any citizen testimony in response to this application. Based upon the facts presented on this date, the Planning Commission hereby recommends approval of the annexation known as the High Pointe Hills Annexation and Initial Zoning to the 'A' Agriculture Zone District, conditional upon the following:

- I. Prior to recording the annexation map:
 - A. The title of the annexation and initial zoning map shall include the Project No. LUP2022-0020, and Plan Nos. ANX2022-0001 and SPL2022-0004.
 - B. Any redline comments provided by City Staff shall be made to the annexation map.
 - C. Applicant shall provide written acknowledgement of the comments from the State Geologist.
 - D. Applicant shall provide written acknowledgement of the comments from United Power.
 - E. Applicant shall provide written acknowledgement of the comments from Weld County Planning Services.

- F. Applicant shall provide written acknowledgement of the comments from Xcel Energy.

DONE THIS 13th DAY OF OCTOBER, 2022, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.



Chairman

ATTEST:



Planning Director

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT A

DESCRIPTION – ANNEXATION

A PARCEL LOCATED IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 3 AS WITNESSED BY A FOUND 2.5 INCH ALUMINUM CAP MARKED 49.5' W.C., PLS 25937 1997", THENCE SOUTH 00°09'09" EAST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 52, TO THE SOUTH LINE OF THE FORT LUPTON EAST ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4765841 AND THE **POINT OF BEGINNING:**

THENCE SOUTH 00°09'09" EAST, DEPARTING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 2525.93 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH LINE OF WELD COUNTY ROAD 12 AND THE NORTH LINE OF THE MP ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4592077, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ILLEGIBLE ALUMINUM CAP BEARS, SOUTH 00°09'09" EAST A DISTANCE OF 30.00 FEET;

THENCE SOUTH 88°59'47" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID MP ANNEXATION, PASSING AT A DISTANCE OF 1332.96 FEET THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND CONTINUING A TOTAL DISTANCE OF 2254.17 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE EAST LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED TO WILLIAM A. JENKINS AND LORI L. JENKINS FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3777987, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 BEARS SOUTH 00°30'29" EAST A DISTANCE OF 30.00 FEET AND SOUTH 88°59'47" WEST A DISTANCE OF 411.00 FEET;

THENCE, DEPARTING SAID RIGHT OF WAY LINE AND ALONG THE EAST AND NORTH LINES OF SAID JENKINS PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 00°30'29" WEST A DISTANCE OF 1279.57 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 FOR THE NORTHEAST CORNER OF SAID JENKINS PARCEL;
2. SOUTH 89°09'57" WEST A DISTANCE OF 411.00 FEET, MORE OR LESS, TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ALUMINUM CAP MARKED PLS 37971 2022;
3. SOUTH 89°10'38" WEST A DISTANCE OF 1330.21 FEET, MORE OR LESS, TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937;

THENCE NORTH 00°23'24" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 1264.89 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 52 AND THE SOUTH LINE OF THE AQUA-HOT ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3952536, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 2001" BEARS NORTH 00°23'24" W A DISTANCE OF 50.00 FEET;

THENCE, 50.00 FEET SOUTH OF AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 3, ALONG THE SOUTH LINE OF SAID AQUA-HOT ANNEXATION, ALONG THE SOUTH LINE OF THE PATTERSON ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4343163 AND THE SOUTH LINE OF SAID FORT LUPTON EAST ANNEXATION THE FOLLOWING TWO (2) COURSES AND DISTANCES

1. NORTH 89°21'48" EAST A DISTANCE OF 1328.01 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 3 NORTH FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 1998" BEARS NORTH 00°29'40" WEST A DISTANCE OF 50.00 FEET;
2. NORTH 89°19'47" EAST A DISTANCE OF 2680.33 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 181.907 ACRES (7,923,861 SQUARE FEET) OF LAND, MORE OR LESS.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
October 13, 2022**

The Planning Commission of the City of Fort Lupton met in session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the Planning Commission and virtually via GoToMeeting, on Thursday, October 13, 2022.

Chair Mike Simone called the meeting to order at 6:00 p.m.

ROLL CALL

Commissioners Present: Chair Mike Simone, Vice-Chair Bushrod White, Kathy Kvasnicka, Thomas Holton and Jimmy Dominguez.

City Staff Present: Planning Director Todd Hodges, Planner Clay Hartley and Planning Technician Magaly Morales-Tejada.

APPROVAL OF AGENDA

Bush White moved to approve the agenda and Kathy Kvasnicka seconded.

CONSENT AGENDA

Bush White moved to approve the consent agenda and Kathy Kvasnicka seconded.

PUBLIC COMMENT

There was no public comment.

PUBLIC HEARINGS

P2022-018 Coyote Creek PUD Filing No. 5 Preliminary Plat

Planner Clay Hartley presented this item. He stated that the applicant is requesting approval of a preliminary plat for a residential subdivision located in the southwest corner of the Coyote Creek development that will include 61 single-family detached homes, including open space amenity area. The area is zoned PUD Planned Unit Development with residential uses. All notification requirements have been met and the applicant is present to provide a brief presentation.

Kenneth Merritt, the applicant, provided a presentation. He stated that this is the fifth filing for the Coyote Creek Development and will include 61 single-family detached homes

Chair Simone opened up the public comment portion of this hearing at 6:10pm. Hearing none, public comment was closed at 6:11pm.

Chair Simone opened up the hearing to Commissioners comments and questions. Commissioners discussed:

- Maintenance of open space areas
- Sidewalk maintenance along Highway 52
- Conformance with comprehensive plan zoning

With no further discussion, Member White motioned to approved P2022-018 Coyote Creek PUD Filing No. 5 Preliminary Plat. Jimmy Dominguez seconded. Motion passed unanimously.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
October 13, 2022

P2022-019 High Pointe Annexation

Planner Clay Hartley presented this item. He stated that the applicant has submitted a request for annexation of one parcel of land located south and adjacent to State Highway 52 with initial zoning to the 'A' Agriculture Zone District. The parcel is 181.907 acres in size and is contiguous with existing City limits. The annexation meets the goals of the Comprehensive plan. All notification requirements have been met and the applicant is present to provide a brief presentation.

JR Osborne provided a presentation. He stated that the plan for this property once annexed is for a residential subdivision with some commercial acreage, which is the concept plan being presented as a separate agenda item.

Chair Simone opened up the public comment portion of this hearing at 6:30pm.

Janice Wilkin asked if a traffic study had been done, why all neighbors who access County Road 12 had not been notified and if there are any proposed road improvements.

No further public comment was made, the public comment portion of the hearing was closed at 6:32PM.

Chair Simone opened up the discussion to Commissioners comments and questions. Commissioners discussed:

- Current city limits near the property.
- Conformance with the Comprehensive Plan.
- Option to table this hearing to review the concept plan.

With no further discussion, Member White motioned to approve P2022-019 High Pointe Annexation. Member Kvasnicka seconded. Motion passed with 4 yay votes and 1 nay vote.

DISCUSSION ITEMS

High Pointe Concept Plan

Planner Clay Hartley presented this item. He stated that with the new development code in place, concept plans are no longer items that will be voted on and are now discussion items meant to provide Planning Commission an opportunity to provide feedback to the applicant. The proposed concept plan would provide lots for housing and a significant portion of the development would be dedicated to open space. The entire parcel is vacant agricultural land currently, with oil and gas wells in the southern half of the property. The applicant is present to provide a presentation and discuss the concept with commissioners.

JR Osborne, the applicant, provided a presentation. He stated that the concept plan for this property includes 298 residential lots, 2 of which are estate lots and commercial along the Highway 52 corridor. The plan also includes a neighborhood park and open space with trails throughout the property. The bonus density requirements in the Development Code were met in order to propose the 298 lots.

Chair Simone opened up the discussion to Commissioners comments and questions. Commissioners discussed:

- Necessary road improvements
- When a traffic study will be done and what it will address

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
October 13, 2022**

- Wildlife, specifically Eagle, protection
- Proposed lot sizes
- Bonus density requirements
- Possibly moving commercial and the type of allowable commercial
- Internal road and open space maintenance

Chair Simone opened up the discussion for public comment.

Janice Wilkins asked how the road will be laid out and stated that she has concerns with traffic incidents near Mountain Sky and would not like to see the same with this development.

Chris Barker asked about the usability on the open space pipe lines, where non-potable water comes from and if there are available utilities down County Road 12 or Highway 52.

The applicants acknowledged the Commissioner's and Public's concerns and stated they would use the feedback received to continue working on the plans for this development.

Review of Meeting Discussion

A review of meeting discussion took place.

FUTURE BUSINESS

The next meeting of the Planning Commission will be on October 13, 2022 at 6:00 PM.

ADJOURNMENT

Chair Simone adjourned the meeting at 7:03 PM.

Submitted by

Magaly Morales-Tejada, Planning Technician

Approved by Planning Commission

Mike Simone, Chair



HIGH POINTE HILLS ANNEXATION STAFF REPORT
PROJECT NO. LUP2021-0027 / PLAN NOS. ANX2021-0004 & COZ2022-0001

PROJECT DESCRIPTION

Project No.: LUP2022-0020 / Plan Nos. ANX2022-0001 & SPL2022-0004

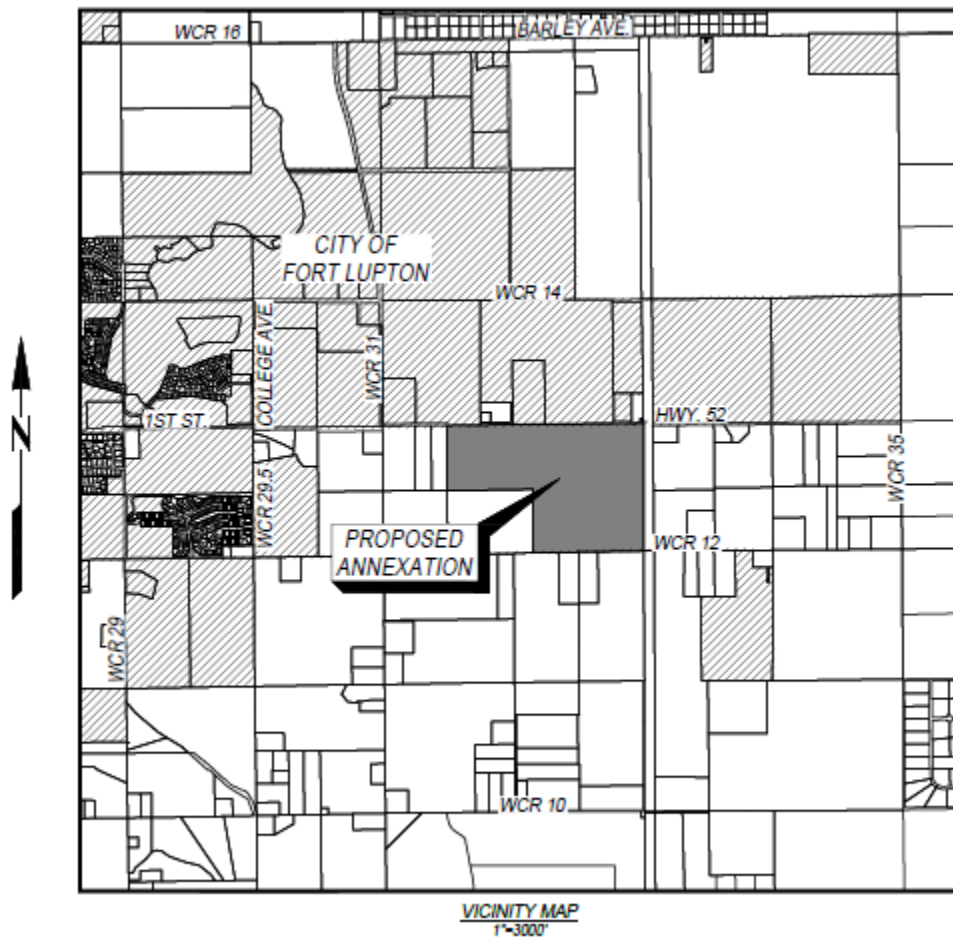
Project name: High Pointe Hills Annexation and Initial Zoning

Owner's Name: Highway 52 General Partnership, L.L.P. ("Applicants")

Representative: J.R. Osborne

Location of Request:

The site consists of one parcel of land which is located south and adjacent to State Highway 52 (Parcel No. 147103000035). The northwestern corner of the parcel is approximately one-quarter of a mile east of County Road 31. The annexation is located in the South Half of Section 3, Township 1 North, Range 66



West of the 6th P.M., County of Weld, State of Colorado.

The Property is directly surrounded by agricultural and rural residential land uses. There are also several Weld County Use by Special Review permits nearby including oil and gas wellheads, service lines, and mineral resource facilities.

Nature of Request:

The Applicant has submitted a request for annexation of one parcel of land to be initially designated as an 'A' Agriculture Zone District. A Concept Plan application has been submitted concurrently with this annexation request. The proposed Concept Plan would provide lots for housing and a significant portion of the development would be dedicated to open space.

Site Size: Subject Property: 181.907 acres, more or less;

Proposed Zone District: 'A' Agriculture Zone District

Concept Land Use Plan: The Applicant has indicated that the intended use for this property, if the annexation is allowed to go forward, will be for a residential subdivision. The Concept Plan has been submitted concurrently with this annexation and initial zoning review, and will be considered separately by both the Planning Commission and City Council.

Existing Use: The entire parcel is vacant agricultural land currently, with oil and gas wells in the southern half of the property.

Hearing Dates: Planning Commission – October 13, 2022 at 6:00 PM; and
City Council – November 1, 2022 at 6:00 PM.

Hearing Location: Fort Lupton City Hall – Council Chambers, 130 S. McKinley Ave., Fort Lupton, Colorado or Virtually via GoToMeeting.

Staff Recommendation: Approval with conditions, as listed in the proposed resolution.

SUMMARY OF PREVIOUS APPLICATIONS

To staff's knowledge, there are no prior applications for this property through the City of Fort Lupton.

APPLICATION PROCESS

The Applicants are requesting approval of an annexation and initial zoning to the 'A' Agriculture Zone District.

An annexation is processed under [Chapter 15: Annexation](#) of the Fort Lupton Municipal Code ("Code").

After required public notice of annexation and initial zoning, the Planning Commission shall review the annexation map, the concept land use plan and the zoning request at a public hearing, and shall submit a written recommendation to City Council.

The City Council shall then conduct a public hearing and consider the approval of an ordinance annexing the property to the City without election if it finds that the annexation is in compliance with the requirements of the Colorado Municipal Annexation Act of 1965, as amended, and the Fort Lupton Municipal Code. The City Council shall then either:

1. Approve, or approve with conditions, the ordinances for annexation and initial zoning. Approval may be contingent upon specific changes to the zoning or to the annexation agreement provided to the City Council prior to the public hearing.
2. Disapprove the ordinances to annex and initially zone the Property. If the City Council disapproves annexation, no similar request may be heard for a period of one year from the date of denial.

NOTIFICATION REQUIREMENTS

All notification requirements were met, including posting notice of the hearings on the property at least 15 days prior to this public hearing, mailing notice to property owners within 500 feet of the site, and the publishing notice of the hearing in the Fort Lupton Press for four consecutive weeks, with the first publication being at least 30 days prior to the City Council public hearing.

In addition, notice of the public hearings, as well as the resolution and petition, was sent to the Weld County Commissioners and Weld County Attorney, the school district and all special districts on October 7, 2022 by certified mail, return-receipt requested. The annexation impact report was sent on October 12, 2022 to the Weld County Commissioners by certified mail, return-receipt requested.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

This annexation meets the requirements set forth by the Municipal Annexation Act of 1965, as amended and by [Chapter 15 of the Municipal Code](#) relating to Annexation. The Planning Department staff has determined that the applicant has submitted all required documents pursuant to the Code.

Section 15-3 of the Municipal Code outlines the Annexation Policy, which is:

- a) The City Council shall have the sole discretion in the annexation of territory proposed for annexation to the City, and the City is under no obligation to approve any annexation petition.

Staff Comment: On September 6, 2022, the City Council accepted the annexation petition and set the public hearing date for this matter as November 1, 2022.

- b) Land to be annexed shall conform to the goals, policies and strategies of the City.

Staff Comment: The Planning Department finds that the annexation meets the goals, policies and strategies of the City, specifically in relation to the Comprehensive Plan, which is further explained later in this Staff Report.

- c) The petitioner for annexation of land to the City shall be responsible for paying all required fees and for all related costs and overhead incurred by the City in reviewing and processing the annexation petition.

Staff Comment: The Applicant has paid all required land use fees, and has a fee deposit established to cover any costs related to the project.

- d) Annexation shall not divide tracts of land in such a way as to prevent annexation of adjoining land.

Staff Comment: The proposed annexation will not prevent future annexation of land.

- e) All annexations shall be accompanied by an [annexation] agreement between the petitioner and the City, stating conditions related to municipal services or other terms of annexation that are not specifically provided for in the Code.

Staff Comment: The Applicant and City Attorney are working in good faith to finalize an annexation agreement. A draft will be provided to the Fort Lupton City Council for consideration prior to the public hearing.

- f) Unless specifically deferred by the City Council, zoning of the property shall occur concurrently with the annexation. Proposed zoning shall conform to a concept land use plan submitted with the annexation petition. In the event that sufficient planning has not been done to define zoning boundaries at the time of annexation, the City may zone the property “A,” Agricultural, as an interim zoning classification.

Staff Comment: The Applicant is requesting initial zoning to the ‘A’ Agricultural Zone District.

- g) Required contiguity of noncontiguous parcels proposed for annexation may be achieved by annexation of one (1) or more portions of street right-of-way or other public way, a process commonly referred to as “flagpole” annexation.

Staff Comment: The proposed annexation meets contiguity requirements.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Fort Lupton Comprehensive Plan designates much of this area as Commercial Transition along the Highway 52 corridor within its Future Land Use Map. The land that extends to the north is dedicated to light industrial and office uses. The areas to the south are intended as agricultural and rural residential land use types.

Future uses in this part of Fort Lupton were planned to preserve a generally rural character while providing space for growth. High Pointe Hills proposes higher density development, but reserves a large portion of the property for public open space. Open and expansive greenspace would have the added effect of preserving much of the rural character of this new area of Fort Lupton. While the commercial goals of the Comprehensive Plan for this region may not be realized immediately, the added rooftops have the potential to attract business and investment. The north side of Highway 52 is currently undeveloped and could be used for commercial purposes in the future.

Semi-rural properties are also present and identified as Estate Zoning. These sections may be built as larger lot, single-family homes.

The proposed ‘A’ Agricultural Zone District is transitional and intended as temporary zoning until final uses are determined.

REFERRALS

Building Inspector	OMI	City Attorney
GIS Specialist	Police Chief	Public Works Director
Fort Lupton Fire Protection District	Finance Director	United Power
Comcast	CenturyLink	Xcel Energy
Postmaster	Weld County Department of Planning	Weld County Dept. of Public Health & Env.
Weld County School District RE-8	NCWCD	CDOT
Colorado DRMS	Weld County Public Works	Weld County GIS
State Geologist	Central Weld Water District	Fulton Ditch Company

Referrals were provided to the list above. Any comments received are enclosed with the Planning Commission packet.

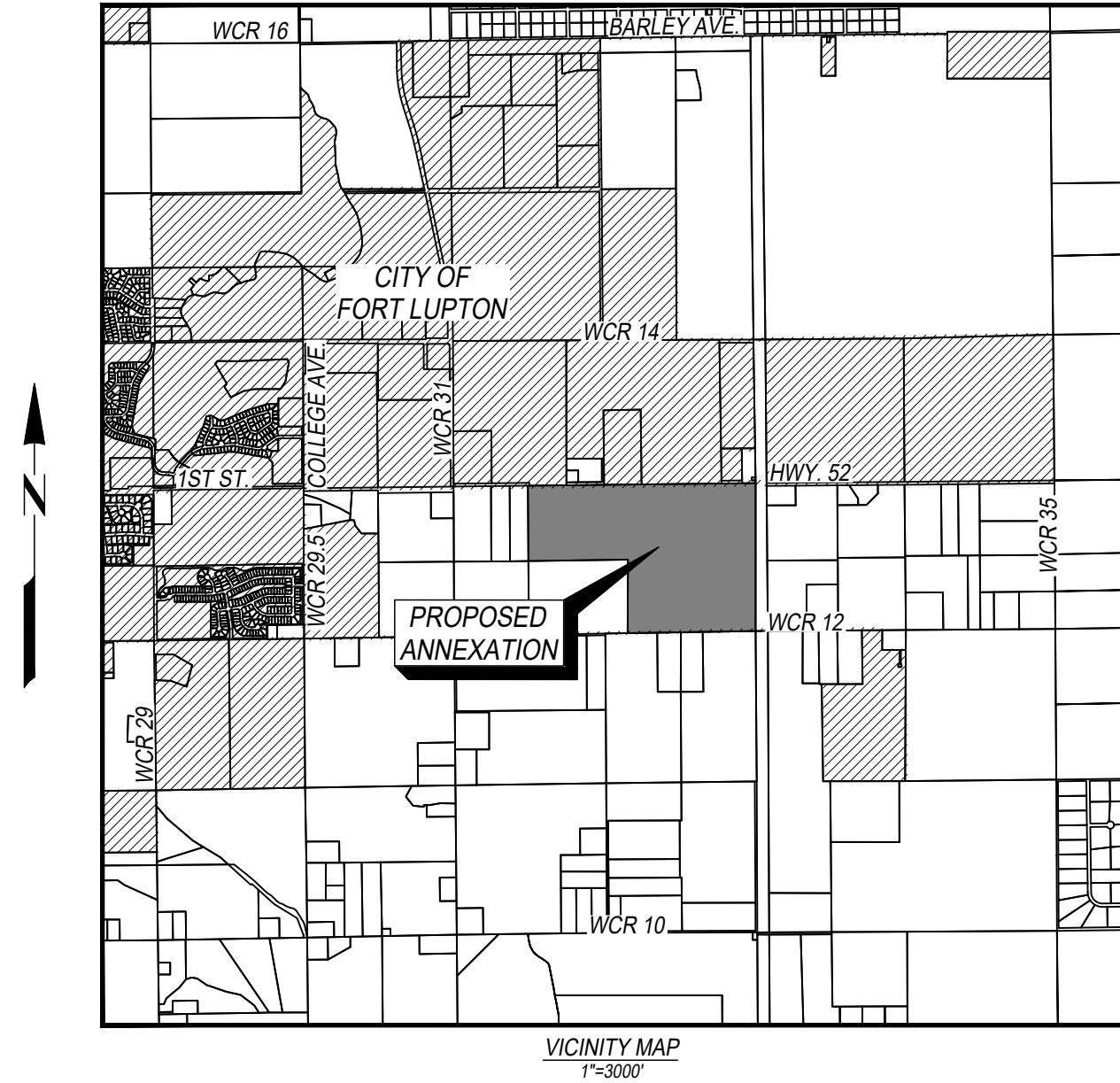
RECOMMENDATION

Staff recommends conditional approval of the High Pointe Hills Annexation and Initial Zoning to 'A' Agricultural. Conditions are listed on the proposed Resolution provided to Planning Commission.

Additional documents are available for review at

<https://www.fortluptonco.gov/DocumentCenter/Index/699>

HIGH POINTE ANNEXATION
- TO THE CITY OF FORT LUPTON -
LOCATED IN A PORTION OF THE SOUTH ONE-HALF OF SECTION 3,
TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
PLAN NO. _____ & COZ 2022-_____
PROJECT NO. LUP2022-_____



DESCRIPTION - ANNEXATION

A PARCEL LOCATED IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 3 AS WITNESSED BY A FOUND 2.5 INCH ALUMINUM CAP MARKED 49.5" W.C., PLS 25937 1997; THENCE SOUTH 00°09'09" EAST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 52, TO THE SOUTH LINE OF THE FORT LUPTON EAST ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4765841 AND THE **POINT OF BEGINNING**:

THENCE SOUTH 00°09'09" EAST, DEPARTING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 2525.93 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH LINE OF WELD COUNTY ROAD 12 AND THE NORTH LINE OF THE MP ANNEXATION NO. 4, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4592077, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ILLEGIBLE ALUMINUM CAP BEARS, SOUTH 00°09'09" EAST A DISTANCE OF 30.00 FEET;

THENCE SOUTH 88°59'47" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID MP ANNEXATION, PASSING AT A DISTANCE OF 1332.96 FEET THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND CONTINUING A TOTAL DISTANCE OF 2254.17 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE EAST LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED TO WILLIAM A. JENKINS AND LORI L. JENKINS FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3777987, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 BEARS SOUTH 00°30'29" EAST A DISTANCE OF 30.00 FEET AND SOUTH 88°59'47" WEST A DISTANCE OF 411.00 FEET;

THENCE, DEPARTING SAID RIGHT OF WAY LINE AND ALONG THE EAST AND NORTH LINES OF SAID JENKINS PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- NORTH 00°30'29" WEST A DISTANCE OF 1279.57 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 FOR THE NORTHEAST CORNER OF SAID JENKINS PARCEL;
- SOUTH 89°09'57" WEST A DISTANCE OF 411.00 FEET, MORE OR LESS, TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ALUMINUM CAP MARKED PLS 37971 2022;
- SOUTH 89°10'38" WEST A DISTANCE OF 1330.21 FEET, MORE OR LESS, TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937;

THENCE NORTH 00°23'24" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 1264.89 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 52 AND THE SOUTH LINE OF THE AQUA-HOT ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3952536, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0" W.C., PLS 25937 2001 BEARS NORTH 00°23'24" WEST A DISTANCE OF 50.00 FEET;

THENCE, 50.00 FEET SOUTH OF AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 3, ALONG THE SOUTH LINE OF SAID AQUA-HOT ANNEXATION, ALONG THE SOUTH LINE OF THE PATTERSON ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4343163, ALONG THE SOUTH LINE OF THE BURKHARDT ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3954871 AND THE SOUTH LINE OF SAID FORT LUPTON EAST ANNEXATION THE FOLLOWING TWO (2) COURSES AND DISTANCES

- NORTH 89°21'48" EAST A DISTANCE OF 1328.01 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 3, FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0" W.C., PLS 25937 1998 BEARS NORTH 00°29'40" WEST A DISTANCE OF 50.00 FEET;
- NORTH 89°19'47" EAST A DISTANCE OF 2680.33 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 181.907 ACRES (7,923,861 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEY NOTES:

- DATE(S) OF FIELD SURVEY: 05/10 - 11/2022
- THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ACKLAM, INC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY, OR TITLE OF RECORD, ACKLAM INC. RELIED ON THE TITLE COMMITMENT NUMBER **ABJ25193546**, PREPARED BY OLD REPUBLIC NATIONAL TITLE COMPANY AND UNDERWRITTEN BY LAND TITLE GUARANTEE, DATED **OCTOBER 28, 2021**.
- DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GROUND. THE COMBINED FACTOR USED TO OBTAIN GRID DISTANCES IS 0.998720112.
- THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY GPS OBSERVATIONS AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983, NORTH ZONE" AND IS REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE EAST BY THE SOUTHEAST CORNER OF SAID SECTION 3 BEING AN ILLEGIBLE 2.5 INCH ALUMINUM CAP AND ON THE WEST BY THE EAST ONE-SIXTEENTH CORNER OF SAID SECTION 3 AND SECTION 10, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING A 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 AND BEARS SOUTH 88°59'45" WEST.
- ALL REFERENCES MADE HEREON TO BOOK & PAGE, RECEPTION NUMBERS, PLATS, OR MAPS ARE PUBLIC DOCUMENTS FILED FOR RECORD IN WELD COUNTY, COLORADO.

OWNER'S APPROVAL:

KNOWN BY ALL THESE PRESENTS, THAT HIGHWAY 52 PARTNERSHIP BEING THE SOLE OWNER/OWNER'S OF THAT PARCEL

OF LAND DESCRIBED HEREIN , HAVE CAUSED SAID LAND TO BE ANNEXED UNDER THE NAME _____

ANNEXATION TO THE CITY OF FORT LUPTON, COLORADO

BY: _____

TITLE: _____

STATE OF COLORADO)

COUNTY OF WELD)§§

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE ____ DAY OF _____, 20__.

BY: _____, TITLE: _____.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION RECOMMENDATION

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE-DESCRIBED PROPERTY WAS RECOMMENDED TO THE FORT LUPTON CITY COUNCIL VIA RESOLUTION NO. _____.

RECOMMENDED THIS ____ DAY OF _____, 202__.

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE-DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE ____ DAY OF ____ A.D., 201_ AND THAT THE MAYOR AND THE CITY OF FORT LUPTON, AS AUTHORIZED BY ORDINANCE NO. ____ ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

APPROVED THIS ____ DAY OF _____, 202__.

ATTEST: CITY CLERK

MAYOR

SEAL

SURVEYORS CERTIFICATE

I, DOUGLAS W. CHINN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ME TO DETERMINE OWNERSHIP. FURTHERMORE THIS CERTIFIES THAT AT LEAST ONE-SIXTH (1/6) OF THE PROPERTY SHOWN HEREON IS CONTIGUOUS WITH THE BOUNDARY OF THE CITY OF FORT LUPTON.

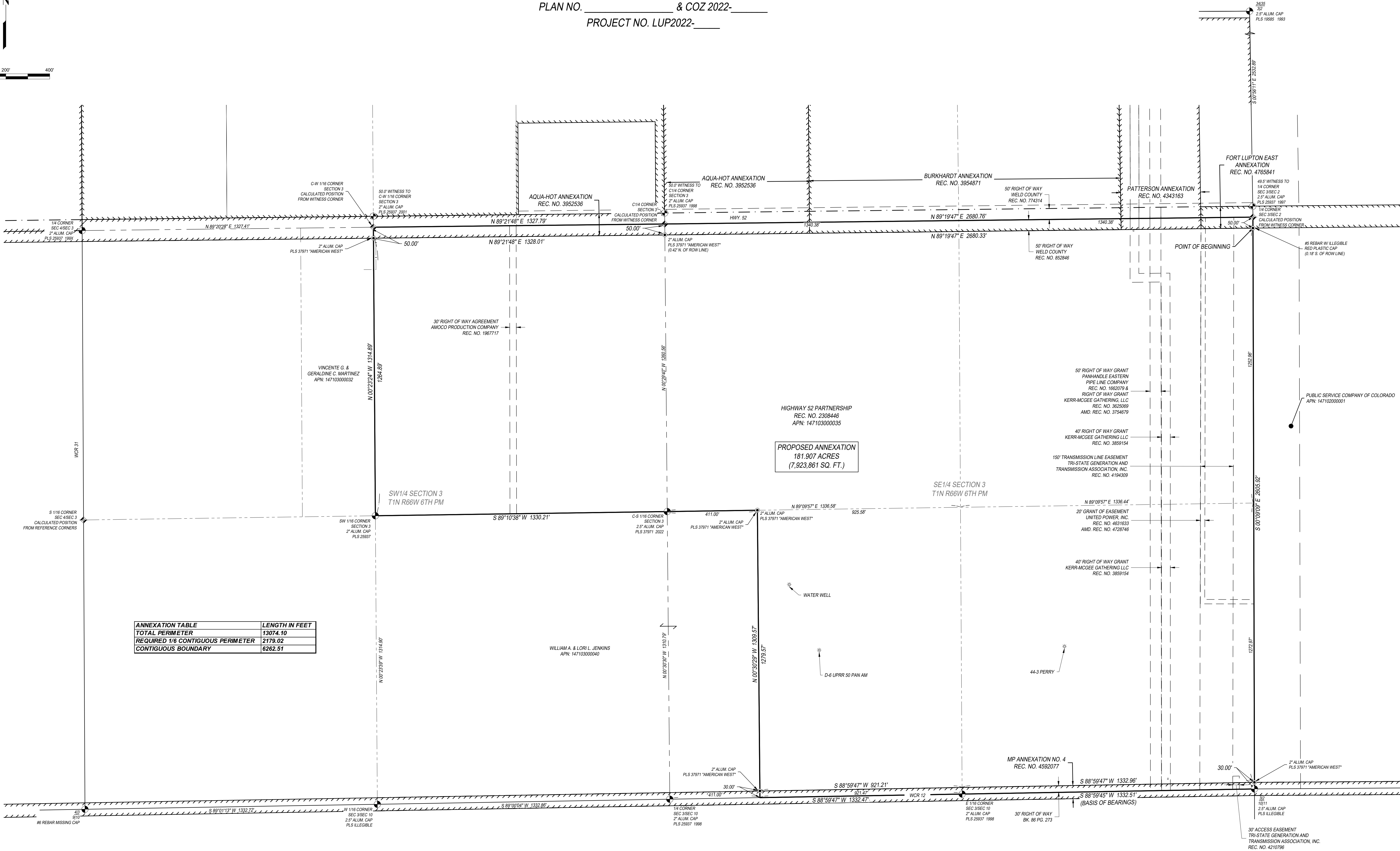
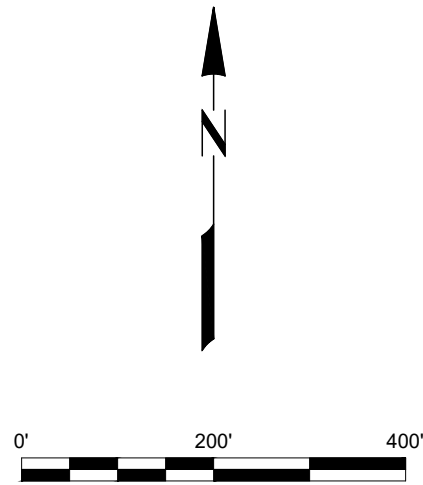
DOUGLAS W. CHINN,
COLORADO PROFESSIONAL LAND SURVEYOR
NUMBER 37070

FOR AND ON BEHALF OF:

ACKLAM, INC.
133 S. 27TH AVENUE
BRIGHTON, CO 80601
(303) 659-6267

SCALE: N/A	CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC, LLC			SHEET:
DATE: 05/20/22	REV. #	REVISION DATE		
JOB NO.: 229022	REV. #	REVISION DATE		
JOB NAME: WESTERN EOI OSBORNE 52	A	ADDRESS COMMENTS - 08/23/22		
DRAWN: JAH	CHK: DWG			
REV: A				
AFE NO:				
			Acklam, Inc. 133 S. 27th Avenue Brighton, CO 80601 11713 Shoreview Overlook Austin, TX 78732 Texas Firm#10154171	1 OF 2

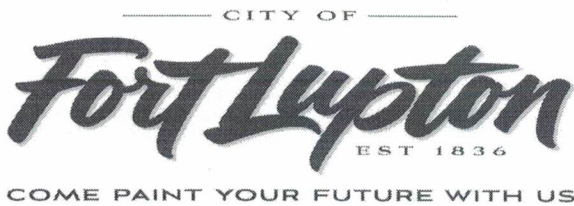
HIGH POINTE ANNEXATION - TO THE CITY OF FORT LUPTON - LOCATED IN A PORTION OF THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., PLAN NO. _____ & COZ 2022-_____ PROJECT NO. LUP2022-____



ANNEXATION TABLE	LENGTH IN FEET
TOTAL PERIMETER	13074.10
REQUIRED 1/6 CONTIGUOUS PERIMETER	2179.02
CONTIGUOUS BOUNDARY	6262.51

LEGEND		
	FOUND SECTION CORNER	ANNEXATION BOUNDARY
	CALCULATED SECTION CORNER	PARCEL BOUNDARY
	WITNESS CORNER	ADJOINER PARCEL LINE
	PROPERTY CORNER FOUND AS NOTED	SECTION LINE
	WELL	QUARTER SECTION LINE
		SIXTEENTH SECTION LINE
		RIGHT OF WAY LINE

SCALE: 1"=200'	CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC, LLC		SHEET:
DATE: 05/2022	REV. #	REVISION DATE	
JOB NO.: 229022	A	ADDRESS COMMENTS - 08/23/22	
JOB NAME: WESTERN ECI OSBORNE S2	CHK	DWC	
DRAWN: JAH			
REV: A			
APP: NO:			
Acklam, Inc. 133 S. 27th Avenue Brighton, CO 80601 11713 Shoreview Overlook Austin, TX 78732 Texas Firm#15184171		2 OF 2	



Planning & Building

130 S. McKinley Avenue Phone: 303.857.6694
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortlupton.org

HIGH POINTE HILLS **ANNEXATION AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between **Highway 52 General Partnership, L.L.P.** (“Owner”) and the City of Fort Lupton (“Fort Lupton” or “City”), a municipal corporation of the State of Colorado (collectively, the “Parties”).

WITNESSETH:

WHEREAS, Owner desires to annex to Fort Lupton the property more particularly described on Exhibit A, which is attached hereto, incorporated herein, and made a part hereof (such property is hereinafter referred to as “the Property”); and

WHEREAS, Owner has executed a petition to annex the Property, a copy of which petition is attached hereto as Exhibit B, and incorporated herein and made a part hereof; and

WHEREAS, it is to the mutual benefit of the Parties hereto to enter into the following Agreement; and

WHEREAS, Owner acknowledges that upon annexation, the Property will be subject to all ordinances, resolutions, and other regulations of Fort Lupton, as they may be amended from time to time; and

WHEREAS, the Parties mutually agree that the annexation of the Property shall not create any additional cost or impose additional burden on the existing residents of the City to provide public facilities and services to the Property after annexation; and

WHEREAS, Owner acknowledges that the need for conveyances and dedication of certain property, including but not limited to property for rights of ways and easements to Fort Lupton as contemplated in this Agreement, are directly related to and generated by development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE CONVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Maps and Surveys.** Owner agrees to execute, promptly upon request of Fort Lupton, any and all maps, surveys, engineering, master planning, annexation impact reports and public notice and other documents necessary to finalize the annexation of the Property and the other provisions of this Agreement.
2. **Exclusivity.** Owner agrees to not sign any other petition for annexation of the Property or any petition for an annexation election relating to the Property, except upon request of Fort Lupton.
3. **Fees.** Owner agrees to pay Fort Lupton an annexation fee in the amount of \$2,733.88.
4. **Resolution of Substantial Compliance.** Fort Lupton shall act upon the annexation petition on _____, 20____ and shall set a public hearing for _____, 20____, unless Owner consents to later action.
5. **Zoning.** Parties recognize that it is necessary by State law to zone the Property within 90 days of annexation, and that the most appropriate use of the Property is for Rural Residential purposes. Owner has submitted a request to zone the Property 'A' Agricultural and the City will act upon this request following a public hearing on _____. The Parties recognize that it is the intent and desire of Owner to develop the Property in a manner consistent with the zoning requested and that the granting of such zoning by Fort Lupton is a condition to annexation of the Property. Owner shall take all actions necessary to permit zoning by Fort Lupton of the annexed Property within the time prescribed by State statutes. The Owner recognizes that the City has adopted design standards for Rural Residential uses and the Owner will comply with, and adhere to, these guidelines subject to the terms of this Agreement.
6. **Rights-of-Way and Easements.** Owner agrees to dedicate by General Warranty Deed or appropriate instrument of conveyance acceptable to the City, easements and rights-of-way for streets and other public ways and for other public purposes, as required by City master plans, ordinances, and resolutions. Such dedications shall occur immediately upon request of the City, except that internal rights-of-way shall be dedicated at the time of subdivision platting, unless the City specifies another time.
7. **Streets.** Owner agrees to design, improve, and provide signage, lighting, and signalization for all public streets and other public ways within or adjacent to the Property in accordance with City ordinances and resolutions and other applicable standards, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by City ordinances and resolutions, to guarantee construction of all required improvements, and, if requested by Fort Lupton, to dedicate to Fort Lupton any or all other required

improvements. Owner agrees to enter into an agreement pertaining to such improvements and other matters prior to any development and/or subdivision of the Property.

In the event traffic numbers and usage significantly exceed those represented by Owner and relied upon by the City for compilation of the traffic study applicable to this project, future improvements to the truck routes may be required by the City for reasons related to site activity or truck circulation patterns and numbers, roadway classification changes and newly permitted facilities affecting the truck haul route traffic usage. Owner shall pay a proportionate cost share of future improvements not described herein based on the Owner's percentage of truck total trips using the current data on the haul route in comparison to the numbers and usage represented by Owner in compilation of the traffic study. After execution of this Agreement, the City may retain a third party traffic study consultant to evaluate traffic data usage by Owner and provide said study to Owner prior to the imposition of any costs stated herein.

8. **Compliance with Master Plans.** Owner agrees that future development of the Property will comply with any adopted infrastructure plans, including but not limited to, transportation, drainage, water, sewer, land use and comprehensive plans.
9. **Special Improvement Districts.** If requested by Fort Lupton, Owner agrees to include the Property in one or more special improvement districts or other mechanisms established by Fort Lupton for making improvements to streets and other public ways, or for making other public improvements authorized by law, and Owner hereby appoints the City Administrator of Fort Lupton as Owner's attorney-in-fact for the purpose of executing all documents determined by Fort Lupton to be necessary for such inclusion. If requested by Owner, Fort Lupton agrees to consider the establishment of one or more special improvement districts for making such improvements.
10. **Compliance with Ordinances, Resolutions and Standards.** Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that Owner shall comply with, all City ordinances and resolutions including, without limitation, ordinances and resolutions pertaining to subdivision, zoning, storm drainage, utilities, and flood control.
11. **Limitations.** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the City of any tax or fee.
12. **Disconnection.** No right or remedy of disconnection of the Property from the City shall accrue from this Agreement, other than that provided by applicable State laws. In the event the Property or any portion thereof is disconnected at Owner's request, Fort Lupton shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

13. **Severability.** The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.
14. **Municipal Services.** Fort Lupton agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the City, which services include, but are not limited to, police protection and water and sewer services. Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, fire protection or emergency medical services, but the Property is presently included within the boundaries of and is entitled to receive such services from the Fort Lupton Fire Protection District.
15. **Existing Water Rights.** At the time of subdivision or development, the Owner agrees to convey all irrigation water rights and groundwater rights associated with the property and listed in Exhibit C. The timing and method of the necessary conveyance shall be determined concurrently with review and approval of any development plan or subdivision plat. Owner agrees to convey to the City, upon annexation of the subject property, all water rights listed on Exhibit C, and any related stock certificates evidencing ownership of the water rights, free and clear of all encumbrances and with all taxes and assessments related thereto paid in full, unless the City in writing rejects any or all such water rights.
16. **Future Conveyance of Water Rights.** In accordance with Fort Lupton Municipal Code Section 13-122, Owner agrees to convey to the City all water rights necessary for development, and any related stock certificates evidencing ownership of the water rights, free and clear of all encumbrances and with all taxes and assessments related hereto paid in full, but the City retains the right to require cash in lieu thereof. Water rights may be conveyed on a pro-rata basis as the Property develops.
- Owner hereby acknowledges its receipt of a copy of Fort Lupton Municipal Code Section 13-122 concerning City policy with respect to the dedication of water rights, or cash in lieu, to the City in connection with annexations, and agrees to comply with such resolutions and with any amendments thereto, including any applicable amendments adopted subsequent to the annexation of the subject Property.
17. **Parks and Public Lands.** Owner agrees to dedicate to the City, or pay cash in lieu of land, areas to be used for public purposes if required by City at the time of platting. Lands dedicated shall be acceptable to City and shall comprise six (6) percent of gross residential and two (2) percent of gross non-residential land. All dedicated lands shall be platted by the Owner in accordance the City's subdivision regulations. Owner agrees to pay to City at the time of building permit any applicable park development fees as enacted by City Council by ordinance.

18. **Cooperation.** The Parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.
19. **Amendments.** The City and any Owner without the consent of any other Owner may amend this agreement as long as such amendment affects only that Owner's portion of the Property. Such amendments shall be in writing, shall be recorded with the County Clerk of Weld County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all Parties hereto.
20. **Sole Agreement.** This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.
21. **Liability.** Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the Property, or with any other annexation or other action determined necessary or desirable by the City in order to effectuate the annexation of the Property, or which are in any manner connected with Fort Lupton's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the City's option to pay the attorney's fees for defense counsel of the City's choice for any such liability, claims, or demands.
22. **No Waiver of Governmental Immunity.** The City, its elected officials, officers and employees are relying upon, and do not waive or intent to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.
23. **"Owner" Defined.** As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original Parties thereto.
24. **External References.** As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, or policies are incorporated herein by reference, and the Parties agree that amendments or revisions thereto shall be binding upon Owner.

25. **Transferability.** This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns hereof, and shall constitute covenants running with the land.
26. **Recording.** This Agreement shall be recorded with the County Clerk of Weld County, Colorado, at Owner's expense.
27. **Enforcement.** Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.
28. **Termination.** This Agreement shall be null and void if the City fails to approve the annexation of the Property.
29. **No Assurance of Annexation.** The Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the Fort Lupton City Council. No assurances of annexation or zoning have been made or relied upon by Owner. In the event that, in the exercise of its legislative discretion, any action with respect to the Property herein contemplated is not taken, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the withdrawal of the petition for annexation by the Owner, or disconnection from the City in accordance with State law, as may be appropriate.
30. **Inclusion in NCWCD.** The Owner consents to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub-district pursuant to Section 97-45-136 (3.6) C.R.S. and to pay the appropriate inclusion fees and costs associated with such inclusion **within six months of the date of annexation.** Owner acknowledges that, upon inclusion into the district and sub-district, Owner's Property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and sub-district at the time of inclusion of Owner's lands. Owner agrees to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and sub-district can impose such mill levies and special assessments as it has the authority to impose. Owner also agrees to waive, upon inclusion, any right, which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

Highway 52 General Partnership, L.L.P.

HIGHWAY 52 GENERAL PARTNERSHIP, L.L.P.

By: Realty Funding Source, LLC,
as Partnership Manager, By and through
William J. Johanningmeier, on behalf of
JMeier, Inc. Managing Member

By: William J. Johanningmeier
William J. Johanningmeier
CITY OF FORT LUPTON

By: _____
Zo Stieber, Mayor

ATTEST:

By: _____
Mari Peña, City Clerk

State of Colorado)
) ss
County of Weld)

The foregoing instrument was acknowledged before me this 22nd day of July, 2022 by
William J. Johanningmeier as Managing Partner.

Kelli Antista
Notary Signature



State of Colorado)
) ss
County of Weld)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by
Zo Stieber as Mayor for the City of Fort Lupton, Colorado.

Notary Signature

Seal

EXHIBIT A

Legal Description of Property Owned by Annexor(s)

LEGAL DESCRIPTION

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER,
EXCEPT THE WEST 12.75 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER
OF
SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,

EXHIBIT B

Signed Petition for Annexation (Attached)

EXHIBIT C
[IF APPLICABLE – SEE PARAGRAPH 15]
Water Rights Appurtenant to Property

<u>Water rights</u>	<u>Number of Shares</u>	<u>Certificate Number(s)</u>
TBD	TBD	TBD

RESOLUTION NO. 2022R060

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS HIGH POINTE HILLS AND SETTING THE PUBLIC HEARING FOR NOVEMBER 1, 2022

WHEREAS, the Fort Lupton City Council has reviewed the annexation petition submitted by Highway 52 General Partnership, L.L.P. for 181.907 acres, more or less, and known as the High Pointe Hills Annexation; and

WHEREAS, the Fort Lupton City Council finds the annexation petition to be complete and in substantial conformance with the requirements of C.R.S. 31-12-107 (1) as amended.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves this Resolution initiating annexation proceedings for the High Pointe Hills Annexation and sets the hearing date for November 1, 2022 to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 6th DAY OF SEPTEMBER 2022.

City of Fort Lupton, Colorado




Zo Hubbard, Mayor

Attest:


Marcela Peña, City Clerk

Approved as to form:


Andy Ausmus, City Attorney



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Sign Posting Affidavit

High Pointe Hills Annexation

Project No. LUP2022-0020;

Plan Nos. ANX2022-0001 & SPL2022-0004



Facing Highway 52

I, J.R. Osborne hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 23 day of September, 2022.

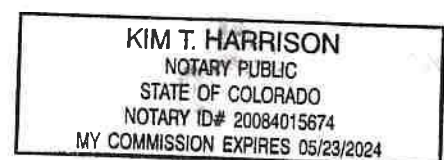
J.R. Osborne

Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by J.R. Osborne, this 23 day of Sept, 2022. Witness my hand and seal.

My commission expires 5/23/2024

Kim T. Harrison
Notary Public



(SEAL)

Public Notice

CITY OF FORT LUPTON
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application submitted by Highway 52 General Partnership, L.L.P. for an annexation and initial zoning to the 'A' Agriculture Zone District for a parcel located south and adjacent to Highway 52 and approximately 0.25 miles east of County Road 31 in Weld County, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, October 13, 2022, at 6:00 P.M., and before the City Council on Tuesday, November 1, 2022, at 6:00 P.M. or as soon as possible thereafter.

The public hearings shall be held at the Fort Lupton City Hall, 130 S. McKinley Avenue in Fort Lupton, Colorado. In the event that the City Hall is closed to the public at the time of the hearings due to COVID-19, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda as posted on the City's website, www.fortluptonco.gov.

LEGAL DESCRIPTION

A PARCEL LOCATED IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 3 AS WITNESSED BY A FOUND 2.5 INCH ALUMINUM CAP MARKED 49.5' W.C., PLS 25937 1997; THENCE SOUTH 00°09'09" EAST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 52, TO THE SOUTH LINE OF THE FORT LUPTON EAST ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4765841 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 00°09'09" EAST, DEPARTING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 2525.93 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH LINE OF WELD COUNTY ROAD 12 AND THE NORTH LINE OF THE MP ANNEXATION NO. 4, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4592077, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ILLEGIBLE ALUMINUM CAP BEARS, SOUTH 00°09'09" E A DISTANCE OF 30.00 FEET;

THENCE SOUTH 88°59'47" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID MP ANNEXATION NO. 4, PASSING AT A DISTANCE OF 1332.96 FEET THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND CONTINUING A TOTAL DISTANCE OF 2254.17 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE EAST LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED TO WILLIAM A. JENKINS AND LORI L. JENKINS FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3777987, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 BEARS SOUTH 00°30'29" EAST A DISTANCE OF 30.00 FEET AND SOUTH 88°59'47" WEST A DISTANCE OF 411.00 FEET;

THENCE, DEPARTING SAID RIGHT OF WAY LINE AND ALONG THE EAST AND NORTH LINES OF SAID JENKINS PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 00°30'29" WEST A DISTANCE OF 1279.57 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 FOR THE NORTH EAST CORNER OF SAID JENKINS PARCEL;

2. SOUTH 89°09'57" WEST A DISTANCE OF 411.00 FEET, MORE OR LESS, TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ALUMINUM CAP MARKED PLS 37971 2022;

3. SOUTH 89°10'38" WEST A DISTANCE OF 1330.21 FEET, MORE OR LESS, TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937;

THENCE NORTH 00°23'24" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 1264.89 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 52 AND THE SOUTH LINE OF THE AQUA-HOT ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3052536, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 2001 BEARS NORTH 00°23'24" W A DISTANCE OF 50.00 FEET;

THENCE, 50.00 FEET SOUTH OF AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 3, ALONG THE SOUTH LINE OF SAID AQUA-HOT ANNEXATION, ALONG THE BURKHARDT ANNEXATION ALONG THE SOUTH LINE OF THE PATTERSON ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4343163 AND THE SOUTH LINE OF SAID FORT LUPTON EAST ANNEXATION THE FOLLOWING TWO (2) COURSES AND DISTANCES

1. NORTH 89°21'48" EAST A DISTANCE OF 1328.01 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 3N FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 1998 BEARS NORTH 00°29'40" W A DISTANCE OF 50.00 FEET;

2. NORTH 89°19'47" EAST A DISTANCE OF 2680.33 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 181.907 ACRES (7,923,861 SQUARE FEET) OF LAND, MORE OR LESS.

RESOLUTION NO. 2022R060

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS HIGH POINTE HILLS AND SETTING THE PUBLIC HEARING FOR NOVEMBER 1, 2022

WHEREAS, the Fort Lupton City Council has reviewed the annexation petition submitted by Highway 52 General Partnership, L.L.P. for 181.907 acres, more or less, and known as the High Pointe Hills Annexation; and

WHEREAS, the Fort Lupton City Council finds the annexation petition to be complete and in substantial conformance with the requirements of C.R.S. 31-12-107 (1) as amended.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves this

Resolution initiating annexation proceedings for the High Pointe Hills Annexation and sets the hearing date for November 1, 2022 to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 6th DAY OF SEPTEMBER 2022.

/s/ Zo Hubbard
Zo Hubbard, Mayor

Attest:

/s/ Maricela Peña
Marcela Peña, City Clerk

Approved as to form:

/s/ Andy Ausmus
Andy Ausmus, City Attorney

Legal Notice No. FLP703
First Publication: September 22, 2022
Last Publication: October 13, 2022
Publisher: Fort Lupton Press



Planning & Building Department

1301 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Affidavit of Mineral Notice

CERTIFICATION OF NOTICE PURSUANT TO C.R.S. 24-65.5-103

LUP2022-0020

ANX2022-0001

The undersigned applicant, J.R. Osborne, hereby certifies:

- (a) To the best of his or her knowledge, the attached list is a true and accurate list of the names and addresses of all mineral owners and lessees of mineral owners on or under the parcel of land being considered pursuant to C.R.S. 24-65.5-103(1)(a).
- (b) Notice was sent to mineral estate owner(s) by certified mail, return receipt requested, or by a nationally recognized overnight courier not less than 30 days prior to the date scheduled for the initial public hearing by the City of Fort Lupton;
- (c) Notice contained the time and place of the initial public hearing, the nature of the hearing, the location and legal description by section, township, and range of the property that is subject of the hearing, and the name of the applicant. A copy of the notice sent is attached hereto.

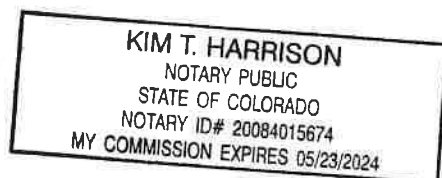
[Signature]
Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by Gene M. Osborne this 14 day of Sept, 2022. Witness my hand and seal.

My commission expires 5/23/2024.

[Signature]
Notary Public

(SEAL)



U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

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Extra Services & Fees (check box, add fee as appropriate)

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☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage
 \$

Total Postage and Fees
 \$

Sent To
 RME Land Corp
 Street and Apt. No., or PO Box No.
 P.O. Box 9149
 City, State, ZIP+4®
 The Woodlands, TX 77387-9147

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

USPS CPU-LONE TREE
 SEP 13 2022
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Extra Services & Fees (check box, add fee as appropriate)

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☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage
 \$

Total Postage and Fees
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 KP Kaufman Company, Inc
 Street and Apt. No., or PO Box No.
 1675 Broadway, Suite 2800
 City, State, ZIP+4®
 Denver, CO 80202

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

USPS CPU-LONE TREE
 SEP 13 2022
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CERTIFIED MAIL® RECEIPT
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OFFICIAL USE

Certified Mail Fee
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Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage
 \$

Total Postage and Fees
 \$

Sent To
 RME Petroleum Company
 Street and Apt. No., or PO Box No.
 P.O. Box 9149
 City, State, ZIP+4®
 The Woodlands, TX 77387-9147

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

USPS CPU-LONE TREE
 SEP 13 2022
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Postage
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Total Postage and Fees
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Sent To
 Kern Mcbee Oil + Gas Driller
 Street and Apt. No., or PO Box No.
 1099 18th St., #1500
 City, State, ZIP+4®
 Denver, CO 80202

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

USPS CPU-LONE TREE
 SEP 13 2022
 Postmark Here

DATE: 9/13/2022

Notice of Public Hearing – High Pointe Hills Subdivision, Fort Lupton, CO

Kerr-McGee Oil & Gas Onshore LP
Attn: Land Manager/Wattenberg
1099 18th Street
Suite 1800
Denver, CO 80202

Pursuant to the applicable ordinances of the City of Fort Lupton, Colorado, and the applicable statutes of the State of Colorado, notice is hereby given to you, as a Mineral Estate Owner (as such is defined in CRS §24-65.5-102) that the Fort Lupton Planning Commission will consider an Annexation of High Pointe Hills located at the SW corner of Hwy 52 and CR 33.

See Attached Legal Description

Project No: TBD

The Planning meeting will be held on October 13, 2022, at 6:00PM, at City Hall, 130 S. McKinley Ave. with the Fort Lupton Planning Commission.

The City Council Meeting will be held on November 1, 2022 at 6:00PM at City Hall, 130 S. McKinley Ave. with the Fort Lupton City Council.

C3 Construction Management, LLC., is the Applicant. Please address any questions to J.R. Osborne at jr@osbornecos.com or by calling (303) 880-6410.

Very truly yours,

J.R. Osborne
C3 Construction Management

DATE: 9/13/2022

Notice of Public Hearing – High Pointe Hills Subdivision, Fort Lupton, CO

K.P. Kauffman Company, Inc.
1675 Broadway, Suite 2800
Denver, CO 80202

Pursuant to the applicable ordinances of the City of Fort Lupton, Colorado, and the applicable statutes of the State of Colorado, notice is hereby given to you, as a Mineral Estate Owner (as such is defined in CRS §24-65.5-102) that the Fort Lupton Planning Commission will consider an Annexation of High Pointe Hills located at the SW corner of Hwy 52 and CR 33.

See Attached Legal Description

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Very truly yours,

J.R. Osborne
C3 Construction Management

DATE: 9/13/2022

Notice of Public Hearing – High Pointe Hills Subdivision, Fort Lupton, CO

RME Petroleum Company
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, TX 77387-9147
Attn: Manager Land, Western Division

Pursuant to the applicable ordinances of the City of Fort Lupton, Colorado, and the applicable statutes of the State of Colorado, notice is hereby given to you, as a Mineral Estate Owner (as such is defined in CRS §24-65.5-102) that the Fort Lupton Planning Commission will consider an Annexation of High Pointe Hills located at the SW corner of Hwy 52 and CR 33.

See Attached Legal Description

Project No: TBD

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Very truly yours,

J.R. Osborne
C3 Construction Management

DATE: 9/13/2022

Notice of Public Hearing – High Pointe Hills Subdivision, Fort Lupton, CO

RME Land Corporation
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, TX 77387-9147
Attn: Manager Property and Rights-of-Way

Pursuant to the applicable ordinances of the City of Fort Lupton, Colorado, and the applicable statutes of the State of Colorado, notice is hereby given to you, as a Mineral Estate Owner (as such is defined in CRS §24-65.5-102) that the Fort Lupton Planning Commission will consider an Annexation of High Pointe Hills located at the SW corner of Hwy 52 and CR 33.

See Attached Legal Description

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C3 Construction Management, LLC., is the Applicant. Please address any questions to J.R. Osborne at jr@osbornecos.com or by calling (303) 880-6410.

Very truly yours,

J.R. Osborne
C3 Construction Management



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on the 27th day of September, 2022, a true and correct copy of the foregoing Notice of Public Hearings and Annexation Map for the High Pointe Hills Annexation & Initial Zoning was sent via United States Mail, postage pre-paid, to the following addresses:

MICHAEL J MAHER TRUST
16076 HIGHWAY 52
FORT LUPTON, CO 80621

JENNIFER DAVIS
4024 CLOVERLAWN DR
GRANTS PASS, OR 97527

LERMAS OILFIELD SERVICES LLC
1050 FULTON AVE
FORT LUPTON, CO 80621

SAUL MOTA-FLORES
MELISSA BOWEN-FLORES
16271 COUNTY ROAD 12
FORT LUPTON, CO 80621

DANIEL MARTINEZ
GERALDINE C MARTINEZ
9627 E ASPEN HILL PL
LONE TREE, CO 80124

URSULA M SAGEHORN
RAY D SAGEHORN
15680 COUNTY ROAD 12
FORT LUPTON, CO 80621

HIGHWAY 52 PARTNERSHIP
1540 MAIN ST
STE 218/303
WINDSOR, CO 80550

LORI L JENKINS
WILLIAM A JENKINS
15511 COUNTY ROAD 12
FORT LUPTON, CO 80621

LARRY RAY WILKIN
JAME ROBERT WILKIN
15484 COUNTY ROAD 12
FORT LUPTON, CO 80621

CHRISTINE D METZGER
4395 DOVER ST
WHEAT RIDGE, CO 80033

ALLEN D HILJE
PO BOX 33305
DENVER, CO 80233

DWAIN BURKARDT
850 S HOOVER AVE
FORT LUPTON, CO 80621

PSCO TAX SERVICE DEPT.
PO BOX 1979
DENVER, CO 80201

MURRAY FAMILY FARMS LLC
11010 HAVANA ST
BRIGHTON, CO 80601

DYANNA L GODFREY
W290N9483 DIEBALL RD
COLGATE, WI 53017

SILCON RANCH CORPORATION
222 2ND AVE
STE 1900
NASHVILLE, TN 37201

RENAE Y DENNER
PO BOX 193
FORT LUPTON, CO 80621

LAURELL G DINEEN
ROBERT J DINEEN
15005 COUNTY ROAD 12
FORT LUPTON, CO 80621

TIMOTHY J COBB
CHRISTOPHER BARKER
15760 COUNTY ROAD 12
FORT LUPTON, CO 80621

CONNIE L SWIHART
RANDY K SWIHART
15504 COUNTY ROAD 12
FORT LUPTON, CO 80621

TRI-STATE GENERATION &
TRANSMISSION ASSOC.
1100 W 116TH AVE
WESTMINSTER, CO 80234



City Official



Planning & Building Department

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694

Fax: 303.857.0351

www.fortluptonco.gov

CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application submitted by Highway 52 General Partnership, L.L.P for an annexation and initial zoning to the 'A' Agriculture Zone District for a parcel located south and adjacent to Highway 52 and approximately 0.25 miles east of County Road 31 in Weld County, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, October 13, 2022, at 6:00 P.M., and before the City Council on Tuesday, November 1, 2022, at 6:00 P.M. or as soon as possible thereafter.

The public hearings shall be held at the Fort Lupton City Hall, 130 S. McKinley Avenue in Fort Lupton, Colorado. In the event that the City Hall is closed to the public at the time of the hearings due to COVID-19, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda as posted on the City's website, www.fortluptonco.gov.

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT BIT.LY/DEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: HIGH POINTE ANNEXATION & CONCEPT PLAN

LEGAL DESCRIPTION

A PARCEL LOCATED IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 3 AS WITNESSED BY A FOUND 2.5 INCH ALUMINUM CAP MARKED 49.5' W.C., PLS 25937 1997", THENCE SOUTH 00°09'09" EAST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 52, TO THE SOUTH LINE OF THE FORT LUPTON EAST ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4765841 AND THE **POINT OF BEGINNING:** THENCE SOUTH 00°09'09" EAST, DEPARTING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 2525.93 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH LINE OF WELD COUNTY ROAD 12 AND THE NORTH LINE OF THE MP ANNEXATION NO.4, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4592077, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ILLEGIBLE ALUMINUM CAP BEARS, SOUTH 00°09'09" E A DISTANCE OF 30.00 FEET; THENCE SOUTH 88°59'47" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID MP ANNEXATION NO. 4, PASSING AT A DISTANCE OF 1332.96 FEET THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND CONTINUING A TOTAL DISTANCE OF 2254.17 FEET,

MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE EAST LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED TO WILLIAM A. JENKINS AND LORI L. JENKINS FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3777987, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 BEARS SOUTH 00°30'29" EAST A DISTANCE OF 30.00 FEET AND SOUTH 88°59'47" WEST A DISTANCE OF 411.00 FEET;

THENCE, DEPARTING SAID RIGHT OF WAY LINE AND ALONG THE EAST AND NORTH LINES OF SAID JENKINS PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 00°30'29" WEST A DISTANCE OF 1279.57 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 FOR THE NORTH EAST CORNER OF SAID JENKINS PARCEL;
 2. SOUTH 89°09'57" WEST A DISTANCE OF 411.00 FEET, MORE OR LESS, TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ALUMINUM CAP MARKED PLS 37971 2022;
 3. SOUTH 89°10'38" WEST A DISTANCE OF 1330.21 FEET, MORE OR LESS, TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937;
- THENCE NORTH 00°23'24" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 1264.89 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 52 AND THE SOUTH LINE OF THE AQUA-HOT ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3952536, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 2001" BEARS NORTH 00°23'24" W A DISTANCE OF 50.00 FEET;

THENCE, 50.00 FEET SOUTH OF AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 3, ALONG THE SOUTH LINE OF SAID AQUA-HOT ANNEXATION, ALONG THE BURKHARDT ANNEXATION ALONG THE SOUTH LINE OF THE PATTERSON ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4343163 AND THE SOUTH LINE OF SAID FORT LUPTON EAST ANNEXATION THE FOLLOWING TWO (2) COURSES AND DISTANCES

1. NORTH 89°21'48" EAST A DISTANCE OF 1328.01 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 3N FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 1998" BEARS NORTH 00°29'40" W A DISTANCE OF 50.00 FEET;
 2. NORTH 89°19'47" EAST A DISTANCE OF 2680.33 FEET TO THE **POINT OF BEGINNING**.
- CONTAINING 181.907 ACRES (7,923,861 SQUARE FEET) OF LAND, MORE OR LESS.

RESOLUTION NO. 2022R060

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS HIGH POINTE HILLS AND SETTING THE PUBLIC HEARING FOR NOVEMBER 1, 2022

WHEREAS, the Fort Lupton City Council has reviewed the annexation petition submitted by Highway 52 General Partnership, L.L.P. for 181.907 acres, more or less, and known as the High Pointe Hills Annexation; and

WHEREAS, the Fort Lupton City Council finds the annexation petition to be complete and in substantial conformance with the requirements of C.R.S. 31-12-107 (1) as amended.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves this Resolution initiating annexation proceedings for the High Pointe Hills Annexation and sets the hearing date for

November 1, 2022 to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 6th DAY OF SEPTEMBER 2022.

s/Zo Hubbard
Zo Hubbard, Mayor

Attest:

s/Maricela Peña
Maricela Peña, City Clerk

Approved as to form:

s/Andy Ausmus
Andy Ausmus, City Attorney



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on the 7th day of October, 2022, a true and correct copy of the foregoing Notice of Public Hearings, Annexation Map and Annexation Petition for the High Pointe Hills Annexation and Initial Zoning was sent via United States Mail, postage pre-paid with return receipt requested to the following addresses:

Fort Lupton Fire Protection District
1121 Denver Ave
Fort Lupton, CO 80621

Aims Community College
PO Box 69
Greeley, CO 80632

High Plains Library
2650 W 29th St.
Greeley, CO 80631

Central Weld Water Conservancy District
3209 W 28th St
Greeley, CO 80634

Northern Colorado Water Conservancy District
220 Water Ave
Berthoud, CO 80513

Weld County School District RE-8
200 S. Fulton Ave.
Fort Lupton, CO 80621

Weld County Commissioners
1150 O St.
PO Box 758
Greeley, CO 80031

Platte Valley Conservation
57 W. Bromley Land
Brighton, CO 80601

A handwritten signature in blue ink, appearing to read "M. J. [unclear]", is written over a horizontal line. Below the line, the text "City Official" is printed.

City Official

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☐ Adult Signature Restricted Delivery \$
Postage \$0.81
Total Postage and Fees \$8.06
Postmark Here
OCT 07 2022
DAKONO CO 80514
USPS

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Paul Lupton Fire Protection District
Street and Apt. No., or PO Box No.
1121 Denver Ave
City, State, ZIP+4[®]
Boulder, CO 80521

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Total Postage and Fees \$8.06
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DAKONO CO 80514
USPS

Sent To
Pines Community College
PO Box 64
Street and Apt. No., or PO Box No.
City, State, ZIP+4[®]
Greeley, CO 80632

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Total Postage and Fees \$8.06
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DAKONO CO 80514
USPS

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High Plains Library
Street and Apt. No., or PO Box No.
7650 W 20th St.
City, State, ZIP+4[®]

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☐ Adult Signature Restricted Delivery \$
Postage \$0.81
Total Postage and Fees \$8.06
Postmark Here
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DAKONO CO 80514
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Sent To
Central Colorado Water Conservancy District
Street and Apt. No., or PO Box No.
3700 W 28th St.
City, State, ZIP+4[®]
Greeley, CO 80634

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$0.81
Total Postage and Fees \$8.06
Postmark Here
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DAKONO CO 80514
USPS

Sent To
Northern Colorado Water Conservancy District
770 Weber Ave
Street and Apt. No., or PO Box No.
City, State, ZIP+4[®]
Boulder, CO 80503

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Postage \$0.81
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DAKONO CO 80514
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Sent To
Weld County School District #2-B
Street and Apt. No., or PO Box No.
700 S Gullion Ave
City, State, ZIP+4[®]

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Postage \$0.81
Total Postage and Fees \$8.06
Postmark Here
OCT 07 2022
DAKONO CO 80514
USPS

Sent To
Weld County Commissioners
Street and Apt. No., or PO Box No.
1150 0 St. PO Box 750
City, State, ZIP+4[®]
Greeley, CO 80631

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$0.81
Total Postage and Fees \$8.06
Postmark Here
OCT 07 2022
DAKONO CO 80514
USPS

Sent To
Poudre Valley Conservation
Street and Apt. No., or PO Box No.
57 W. Brambley Lane
City, State, ZIP+4[®]
Boulder, CO 80501

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57 W. Brambley Lane
City, State, ZIP+4[®]
Boulder, CO 80501



Planning & Building Department
130 S. McKinley Avenue Phone: 303.857.6694
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortluptonco.gov

**CITY OF FORT LUPTON
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Fort Lupton is in receipt of an application submitted by Highway 52 General Partnership, L.L.P for an annexation and initial zoning to the 'A' Agriculture Zone District for a parcel located south and adjacent to Highway 52 and approximately 0.25 miles east of County Road 31 in Weld County, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, October 13, 2022, at 6:00 P.M., and before the City Council on Tuesday, November 1, 2022, at 6:00 P.M. or as soon as possible thereafter.

The public hearings shall be held at the Fort Lupton City Hall, 130 S. McKinley Avenue in Fort Lupton, Colorado. In the event that the City Hall is closed to the public at the time of the hearings due to COVID-19, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda as posted on the City's website, www.fortluptonco.gov.

**ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT
BIT.LY/DEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: HIGH POINTE ANNEXATION & CONCEPT
PLAN**

LEGAL DESCRIPTION

A PARCEL LOCATED IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 3 AS WITNESSED BY A FOUND 2.5 INCH ALUMINUM CAP MARKED 49.5' W.C., PLS 25937 1997", THENCE SOUTH 00°09'09" EAST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 52, TO THE SOUTH LINE OF THE FORT LUPTON EAST ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4765841 AND THE **POINT OF BEGINNING:** THENCE SOUTH 00°09'09" EAST, DEPARTING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 2525.93 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH LINE OF WELD COUNTY ROAD 12 AND THE NORTH LINE OF THE MP ANNEXATION NO.4, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4592077, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ILLEGIBLE ALUMINUM CAP BEARS, SOUTH 00°09'09" E A DISTANCE OF 30.00 FEET;
THENCE SOUTH 88°59'47" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID MP ANNEXATION NO. 4, PASSING AT A DISTANCE OF 1332.96 FEET THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND CONTINUING A TOTAL DISTANCE OF 2254.17 FEET,

MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE EAST LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED TO WILLIAM A. JENKINS AND LORI L. JENKINS FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3777987, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 BEARS SOUTH 00°30'29" EAST A DISTANCE OF 30.00 FEET AND SOUTH 88°59'47" WEST A DISTANCE OF 411.00 FEET;

THENCE, DEPARTING SAID RIGHT OF WAY LINE AND ALONG THE EAST AND NORTH LINES OF SAID JENKINS PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 00°30'29" WEST A DISTANCE OF 1279.57 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 FOR THE NORTH EAST CORNER OF SAID JENKINS PARCEL;
2. SOUTH 89°09'57" WEST A DISTANCE OF 411.00 FEET, MORE OR LESS, TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ALUMINUM CAP MARKED PLS 37971 2022;
3. SOUTH 89°10'38" WEST A DISTANCE OF 1330.21 FEET, MORE OR LESS, TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937;

THENCE NORTH 00°23'24" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 1264.89 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 52 AND THE SOUTH LINE OF THE AQUA-HOT ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3952536, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 2001" BEARS NORTH 00°23'24" W A DISTANCE OF 50.00 FEET;

THENCE, 50.00 FEET SOUTH OF AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 3, ALONG THE SOUTH LINE OF SAID AQUA-HOT ANNEXATION, ALONG THE BURKHARDT ANNEXATION ALONG THE SOUTH LINE OF THE PATTERSON ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4343163 AND THE SOUTH LINE OF SAID FORT LUPTON EAST ANNEXATION THE FOLLOWING TWO (2) COURSES AND DISTANCES

1. NORTH 89°21'48" EAST A DISTANCE OF 1328.01 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 3N FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 1998" BEARS NORTH 00°29'40" W A DISTANCE OF 50.00 FEET;
2. NORTH 89°19'47" EAST A DISTANCE OF 2680.33 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 181.907 ACRES (7,923,861 SQUARE FEET) OF LAND, MORE OR LESS.

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

We, the undersigned landowners, in accordance with Colorado law, hereby petition the City of Fort Lupton and its City Council for annexation to the City of Fort Lupton of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Weld and the State of Colorado, and to be known as the High Pointe Hills Annexation to the City of Fort Lupton.

As part of this petition, your petitioners further state to the City Council that:

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton or will be contiguous with the City of Fort Lupton within such time as required by Section 31-12-104.
 - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way.
 - f. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - g. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality. The area proposed to be annexed is not part of any incorporated city, city and county, or town.

- h. The territory proposed to be annexed does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Fort Lupton was held within the twelve months preceding the filing of this petition.
 - i. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - j. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - k. The territory to be annexed is 183 acres, more or less, in total area.
 - l. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.
 - m. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - n. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
4. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of fifteen (15) copies of an annexation map shall be submitted to the City, produced with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, on a reproducible medium with outer dimensions of twenty-four (24) by thirty-six (36) inches, containing the following information:
- a. The date of preparation, the scale and a symbol designating true north.
 - b. The name of the annexation.
 - c. The names, addresses and phone numbers of the applicant and the firm or person responsible for preparing the annexation map.
 - d. The legal description.
 - e. Distinction of the boundary that is contiguous to the City and the length of same.
 - f. Lot and block numbers if the area is already platted.
 - g. Existing and proposed easements and rights-of-way.

- h. Existing and requested zoning and acreage of each requested zone.
 - i. Ownership of all parcels within and adjacent to the annexation.
 - j. Appropriate certification blocks as directed by the Planning Department.
- 5. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of fifteen (15) copies of a master plan shall be submitted to the City of Fort Lupton, produced with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, on a reproducible medium with outer dimensions of twenty-four (24) by thirty-six (36) inches, containing the following information.
 - a. The date of preparation, the scale and a symbol designating true north.
 - b. The name of the annexation.
 - c. The names, addresses and phone numbers of the applicant and the firm or person responsible for preparing the master plan.
 - d. Existing and proposed easements and rights-of-way.
 - e. Block numbers and lot numbers with approximate dimensions.
 - f. Proposed gross and net residential density.
 - g. Existing watercourses with adequate easements for flood control.
 - h. Designation of all public sites to be reserved and dedicated.
 - i. Existing two-foot contours.
 - j. Appropriate certification blocks as directed by the Planning Department.
- 6. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of five (5) copies of all required supportive information shall be submitted to the City of Fort Lupton which shall include the following:
 - a. Soils description and limitation.
 - b. Preliminary utility plan.
 - c. Mailing addresses of all property owners within five hundred (500) feet of the annexation.
 - d. Affidavit concerning the amount and historical use of all water rights owned.
 - e. Vicinity map with one and one-half (1 ½) mile radius, at a minimum scale of one (1) inch represents two thousand (2,000) feet.
 - f. Statement on community need for proposed annexation and zoning.
 - g. For all annexations in excess of ten (10) acres, the applicant shall obtain from the school district governing the area to be annexed a statement of the effect of the annexation upon the school district, including an estimate of the number of students generated by the proposed annexation and the capital construction required to educate such students.
- 7. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.

8. The zoning classification requested for the area proposed to be annexed is 'A' Agricultural, as shown on the annexation map attached hereto and incorporated herein.
9. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
10. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion. Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.
11. The non-refundable annexation application fee of \$1,360.00 is tendered herewith.

THEREFORE, the undersigned respectfully petition(s) the City Council of the City of Fort Lupton, to annex the territory described and referred to in Exhibit A to the City of Fort Lupton in accordance with and pursuant to the statutes of the State of Colorado.

Land Owner(s) Name(s) and Signature(s)

William J. Johanningmeier

Mailing Address

1540 Main Street
Ste. 218/803
Windsor, CO
80550

Date of Signing

7/21/2022

HIGHWAY 52 GENERAL PARTNERSHIP, L.L.P.
By: Realty Funding Source, LLC,
as Partnership Manager, By and through
William J. Johanningmeier, on behalf of
JMeier, Inc. Managing Member

The foregoing signature(s) was/were subscribed and sworn to before me this 21 day of July, 2022, by

Witness my hand and official seal.

My commission expires on 8/25/2025.

James Hermle
Notary Public

JAMES HERMLE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214033796
MY COMMISSION EXPIRES 08/25/2025

Land Owned

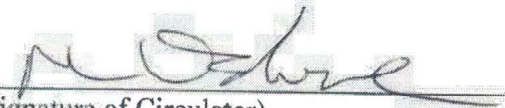
[Exhibit A to the Annexation Petition should exclude public right of way]

If necessary, attach separate sheet.

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

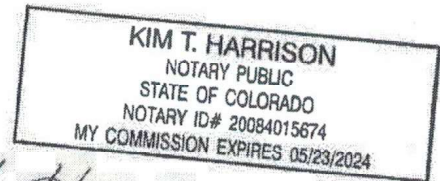
J.R. Osborne being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.


(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 22 day of July, 20 22, by J.R. Osborne.

Witness my hand and official seal.

My commission expires on 5/23/2024.




Notary Public

RESOLUTION NO. 2022R060

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS HIGH POINTE HILLS AND SETTING THE PUBLIC HEARING FOR NOVEMBER 1, 2022

WHEREAS, the Fort Lupton City Council has reviewed the annexation petition submitted by Highway 52 General Partnership, L.L.P. for 181.907 acres, more or less, and known as the High Pointe Hills Annexation; and

WHEREAS, the Fort Lupton City Council finds the annexation petition to be complete and in substantial conformance with the requirements of C.R.S. 31-12-107 (1) as amended.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves this Resolution initiating annexation proceedings for the High Pointe Hills Annexation and sets the hearing date for November 1, 2022 to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 6th DAY OF SEPTEMBER 2022.

City of Fort Lupton, Colorado




Zo Hubbard, Mayor

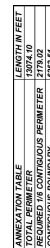
Attest:


Marcela Peña, City Clerk

Approved as to form:


Andy Ausmus, City Attorney

- TO THE CITY OF FORT LUPTON -
LOCATED IN A PORTION OF THE SOUTH ONE-HALF OF SECTION 3,
TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
PLAN NO. _____ & COZ 2022-



◆	FOUND SECTION CORNER	—	ANIMATION BOUNDARY
◆	CALCULATED SECTION CORNER	—	PARCEL BOUNDARY
◆	WINNERS CORNER	—	ADJACENT PARCEL LINE
◆	PROPERTY CORNER FOUND AS NOTED	—	SECTION LINE
◆	WELL	—	QUARTER SECTION LINE
		—	SIXTEENTH SECTION LINE

NAME (NAME)	CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC		SHEET	2 OF 2
DATE (DATE)				
JO NO. (NO.)	REV. #	REVISION DATE	 Acklam, Inc. 133 N. 27th Avenue Englewood, CO 80110 (303) 751-1000 FAX: (303) 751-1001 www.acklam.com	
JO NAME (FIRM) (FIRM) (FIRM) (FIRM)	A.	ADDRESS (ADDRESS) (ADDRESS) (ADDRESS)		
JO NAME (FIRM) (FIRM) (FIRM) (FIRM)	CNE	CNE		
JO NAME (FIRM) (FIRM) (FIRM) (FIRM)	REV. #	REV. #		
JO NAME (FIRM) (FIRM) (FIRM) (FIRM)	REV. #	REV. #		

EXHIBIT A

DESCRIPTION – ANNEXATION

A PARCEL LOCATED IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 3 AS WITNESSED BY A FOUND 2.5 INCH ALUMINUM CAP MARKED 49.5' W.C., PLS 25937 1997", THENCE SOUTH 00°09'09" EAST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 52, TO THE SOUTH LINE OF THE FORT LUPTON EAST ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4765841 AND THE **POINT OF BEGINNING**:

THENCE SOUTH 00°09'09" EAST, DEPARTING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 2525.93 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH LINE OF WELD COUNTY ROAD 12 AND THE NORTH LINE OF THE MP ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4592077, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ILLEGIBLE ALUMINUM CAP BEARS, SOUTH 00°09'09" E A DISTANCE OF 30.00 FEET;

THENCE SOUTH 88°59'47" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID MP ANNEXATION, PASSING AT A DISTANCE OF 1332.96 FEET THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND CONTINUING A TOTAL DISTANCE OF 2254.17 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE EAST LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED TO WILLIAM A. JENKINS AND LORI L. JENKINS FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3777987, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 BEARS SOUTH 00°30'29" EAST A DISTANCE OF 30.00 FEET AND SOUTH 88°59'47" WEST A DISTANCE OF 411.00 FEET;

THENCE, DEPARTING SAID RIGHT OF WAY LINE AND ALONG THE EAST AND NORTH LINES OF SAID JENKINS PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 00°30'29" WEST A DISTANCE OF 1279.57 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 FOR THE NORTH EAST CORNER OF SAID JENKINS PARCEL;
2. SOUTH 89°09'57" WEST A DISTANCE OF 411.00 FEET, MORE OR LESS, TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ALUMINUM CAP MARKED PLS 37971 2022;
3. SOUTH 89°10'38" WEST A DISTANCE OF 1330.21 FEET, MORE OR LESS, TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937;

THENCE NORTH 00°23'24" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 1264.89 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 52 AND THE SOUTH LINE OF THE AQUA-HOT ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3952536, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 2001" BEARS NORTH 00°23'24" W A DISTANCE OF 50.00 FEET;

THENCE, 50.00 FEET SOUTH OF AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 3, ALONG THE SOUTH LINE OF SAID AQUA-HOT ANNEXATION, ALONG THE SOUTH LINE OF THE PATTERSON ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4343163 AND THE SOUTH LINE OF SAID FORT LUPTON EAST ANNEXATION THE FOLLOWING TWO (2) COURSES AND DISTANCES

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2. NORTH 89°19'47" EAST A DISTANCE OF 2680.33 FEET TO THE **POINT OF BEGINNING**.

PROJ. NO. 229022
PREPARED BY: DOUGLAS W. CHINN
DATE PREPARED: 05/24/2022
FOR AND ON BEHALF OF ACKLAM, INC..
133 S. 27TH AVENUE, BRIGHTON, CO 80601
303.659.6267
Legal Description
PRINTED: 10/4/2022 4:05:00 PM Magaly Morales-Tejada

REVISIONS			
NO.	DATE	BY	DESCRIPTION

CONTAINING 181.907 ACRES (7,923,861 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEY NOTES:

1. DATE(S) OF FIELD SURVEY: 05/10 – 11/2022.
2. THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED.
3. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
4. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ACKLAM, INC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY, OR TITLE OF RECORD, ACKLAM INC, RELIED ON THE TITLE COMMITMENT NUMBER **ABJ25193546**, PREPARED BY OLD REPUBLIC NATIONAL TITLE COMPANY AND UNDERWRITTEN BY LAND TITLE GUARANTEE, DATED **OCTOBER 28, 2021**.
5. DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GROUND. THE COMBINED FACTOR USED TO OBTAIN GRID DISTANCES IS 0.999720112.
6. THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY GPS OBSERVATIONS AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983, NORTH ZONE" AND IS REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE EAST BY THE SOUTHEAST CORNER OF SAID SECTION 3 BEING AN ILLEGIBLE 2.5 INCH ALUMINUM CAP AND ON THE WEST BY THE EAST ONE-SIXTEENTH CORNER OF SAID SECTION 3 AND SECTION 10, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING A 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 AND BEARS SOUTH 88°59'45" WEST.
7. ALL REFERENCES MADE HEREON TO BOOK & PAGE, RECEPTION NUMBERS, PLATS, OR MAPS ARE PUBLIC DOCUMENTS FILED FOR RECORD IN WELD COUNTY, COLORADO.

PROJ. NO. 229022
PREPARED BY: DOUGLAS W. CHINN
DATE PREPARED: 05/24/2022
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PRINTED: 10/4/2022 4:05:00 PM Magaly Morales-Tejada

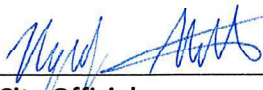
REVISIONS			
NO.	DATE	BY	DESCRIPTION



CERTIFICATE OF MAILING

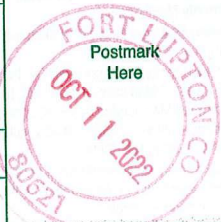
I, the undersigned, hereby certify that on the 11th day of October, 2022, a true and correct copy of the foregoing documents related to the High Pointe Annexation: Impact Report was sent via Certified United States Mail, postage pre-paid with return receipt requested to the following addresses:

Weld County Commissioners
1150 O St.
PO Box 758
Fort Lupton, CO 80621



City Official

7019 2970 0001 1463 5656

U.S. Postal Service TM CERTIFIED MAIL [®] RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com .	
OFFICIAL USE	
Certified Mail Fee \$ 4.00	
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$ 3.65	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$ 1.05	
Total Postage and Fees \$ 8.70	
Sent To Weld County Commissioners Street and Apt. No., or PO Box No. 1150 O St. PO Box 758 City, State, ZIP+4 [®] Fort Lupton, CO 80621	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



Planning & Building

130 S. McKinley Avenue Phone: 303-857-6694
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortlupton.org

October 5, 2022

HIGH POINTE HILLS ANNEXATION IMPACT REPORT

Statement of Purpose

This Annexation Impact Report, which has been prepared pursuant to Section 31-12-108.5 of the Colorado Revised Statutes, is based on the Annexation Petition for an annexation known as the High Pointe Hills Annexation submitted by the Applicant, Highway 52 General Partnership, L.L.P. It is being reviewed and evaluated by the City of Fort Lupton staff, and is scheduled for review by the City of Fort Lupton Planning Commission on October 13, 2022 at 6:00 PM and City Council on November 1, 2022 at 6:00 PM. Please contact Todd Hodges or Clay Hartley in the Planning Department at the address on the cover of this report, or at telephone number 303-857-6694, with any comments and/or questions.

Project Description

The property proposed for annexation is located in the South Half of Section 3, Range 66 West of the 6th P.M., County of Weld, State of Colorado. The property is situated south and adjacent to State Highway 52, and the northwestern corner of the property is approximately 0.25 miles east of County Road 31 in Weld County, Colorado. The total acreage of the High Pointe Hills Annexation is 181.907 acres, more or less. The annexation meets the 1/6th or 16.67% contiguity requirements set by State Statutes. The annexation map is attached along with the vicinity map.

Requested zoning for the properties proposed for annexation is 'A' Agriculture and is substantially compliant with City of Fort Lupton Zoning Regulations. The land is currently zoned Agricultural in Weld County.

This report is divided into six elements, which correspond to C.R.S. 31-12-108.5(1)(a) through (f) and are set forth as follows:

- (a) a map or maps of the municipality and adjacent territory to show the following:
 - (I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;
 - (II) The present streets, major trunk water lines, sewer interceptors, and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation and;
 - (III) The existing and proposed land use pattern in the areas to be annexed.

- (b) a copy of any draft of the annexation agreement, if available;
- (c) a statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;
- (d) a statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;
- (e) a statement identifying existing districts within the area to be annexed;
- (f) a statement on the effect of annexation upon local public-school district systems including the estimated number of students generated and the capital construction required to educate such students.

The following maps* have been attached as required in subparagraph (a) of C.R.S. Section 31-12-108.5:

- The present and proposed boundaries of the City of Fort Lupton in the immediate vicinity of the proposed annexation;
- The present streets, major water transmission mains, primary sanitary sewer outfalls, storm drainage infrastructure, ancillary utility mainlines, irrigation canals and ditches, and the proposed extension of such streets and utility services in the vicinity of the proposed annexation;
- The existing and proposed land use pattern in the area. The existing land use pattern is agricultural and residential.

In addition, pursuant to the requirements of subparagraphs (b) through (f), inclusive of said section, the following items have been addressed or presented:

- (a) A final Annexation Agreement and Annexation Ordinance shall be submitted to the Weld County Clerk and Recorder for recording and to the Weld County Attorney, upon request.
- (b) The plans of the City of Fort Lupton for extending municipal services to, or otherwise providing for, municipal services to the subject property to be annexed as follows:
 1. **On-Site / Off-Street Improvements:** The annexation agreement will address any future improvements.
 2. **Dry Utilities to Service Property:** Electrical, telephone, cable television and natural gas facilities are located in the vicinity of the property or already serving the property to be annexed.
 3. **Water Transmission and Sanitary Sewer Interceptors:** Water service can be extended to serve this site and will be addressed in the annexation agreement. The applicant is planning to use Fort Lupton's municipal sewer system.
 4. **Police, Fire, and Other City Services:** Police protection will be provided by the City of Fort Lupton. Fire protection will be provided by the Fort Lupton Fire Protection District.
 5. **Water Distribution and Sewer Collection:** At the time of development that requires it, the developer of the property will be responsible for all construction of any required water and sanitary sewer systems in accordance with the City's Standards or agreements

with other service providers and Specifications for on-site services. This item will be addressed in the annexation agreement.

6. **Storm Drainage:** Storm drainage is addressed in the Annexation Agreement.
 7. **Public Lands / Open Space:** The dedication of public lands and open space will be addressed in the development site plans.
 8. **Public Facility Extension:** The City does not anticipate that there will be a need for the Applicants to extend or construct any offsite public facilities, i.e. recreation centers, etc., for the annexation and initial zoning.
- (c) In the event that property is developed further and the extension of municipal services to the annexed property is required, the development of future water, sewer, and storm water infrastructure shall be accomplished by one or more of the following Financing Methods:
1. Development Fees and Surcharges collected by the City of Fort Lupton;
 2. Direct Developer Financing;
 3. Metropolitan Districts;
 4. Special Improvement Districts; and/or
 5. Otherwise by agreement between City and the Developer as deemed appropriate.
- (d) Consistent with C.R.S. 31-12-108.5, the Districts and all taxing entities are identified with the current 2021 property tax mill levy attached hereto.
- (f) This current annexation and zoning should not have any negative impact on the Weld County RE-8 Fort Lupton School District. Any future development proposals will be sent to the School District for review and comments. The School District has received a referral request for their review and comment.

**Please contact Clay Hartley at chartley@fortluptonco.gov or 720-466-6128 to request any of the provided maps in a larger and/or electronic format.*

Attachments:

1. Annexation map and vicinity map with Fort Lupton boundary
2. Comprehensive Plan Land Use Map
3. Zoning map
4. Water maps
5. Wastewater maps
6. Storm drainage study area maps
7. Storm sewer map
8. Irrigation canals and ditches map
9. Ultimate Roadway Network Map
10. 2021 Tax Levies Weld County, Colorado

PLAN NO. _____ & COZ 2022-
PROJECT NO. LUP2022-_____



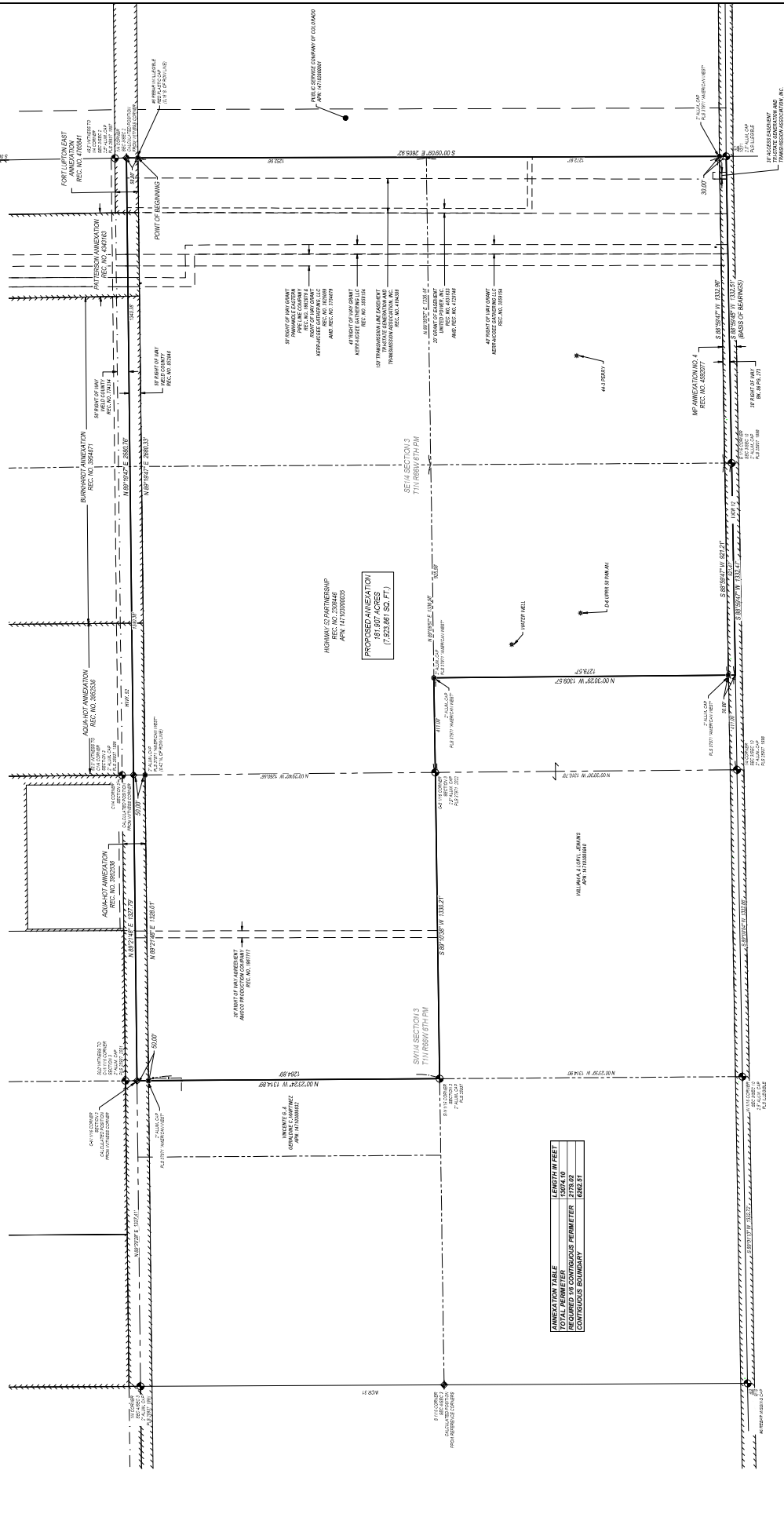
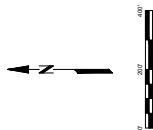
DOUGLAS W. CHINN
COLORADO PROFESSIONAL LAND SURVEYOR
NUMBER 37070

FOR AND ON BEHALF OF:
ACSLAM, INC.
133 S. 27TH AVENUE
BRIGHTON, CO 80601

NOTARY PUBLIC

SCALE: N/A	CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC, LLC	ACKLAM, Inc. 1115 S. 19th Avenue Billings, MT 59101 406.329.8800 11715 Shreveview Dr. Westpark Austin, TX 78739 512.336.7471
DATE: 05/30/02	REV. A	
APP NO.: 22602	REVISION DATE	
JOB NAME: WESTERN ENGINEERING	A ADDRESS COMMENTS: 4/10/02	
DESIGNER: JAW	CNC: DDCS	
FILED: A		
APP NO.:		

HIGH POINTE ANNEXATION
 - TO THE CITY OF FORT LIPTON -
 LOCATED IN A PORTION OF THE SOUTH ONE-HALF OF SECTION 3,
 TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
 PLAN NO. _____ & COZ 2022-_____
 PROJECT NO. LUP2022-_____



ANNEXATION TABLE	LENGTH IN FEET
ANNEXATION PERIMETER	2776.02
REQUIRED 16 CONTIGUOUS PERIMETER	2776.02
CONTIGUOUS BOUNDARY	6262.57

LEGEND

	CONTIGUOUS BOUNDARY
	ANNEXATION BOUNDARY
	SECTION BOUNDARY
	SECTION CORNER
	SECTION LINE
	SECTION AREA
	SECTION PERIMETER
	SECTION BOUNDARY
	SECTION CORNER
	SECTION LINE
	SECTION AREA
	SECTION PERIMETER

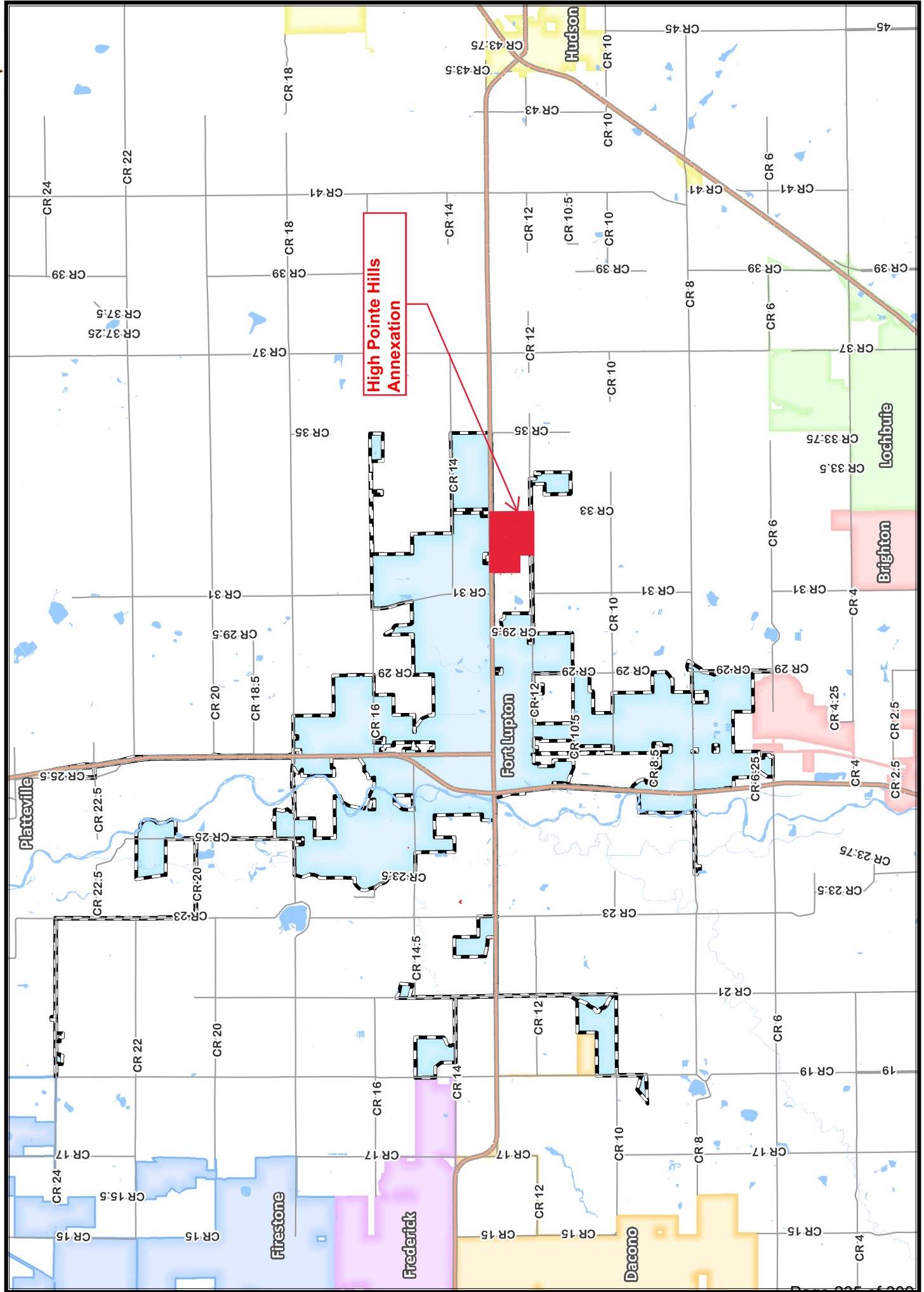
DATE: 10/11/2022	CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC
DRAWN BY: J. L. LARSEN	PROJECT NO: 2022-0001
CHECKED BY: J. L. LARSEN	DATE: 10/11/2022
APPROVED BY: J. L. LARSEN	DATE: 10/11/2022
DATE: 10/11/2022	DATE: 10/11/2022

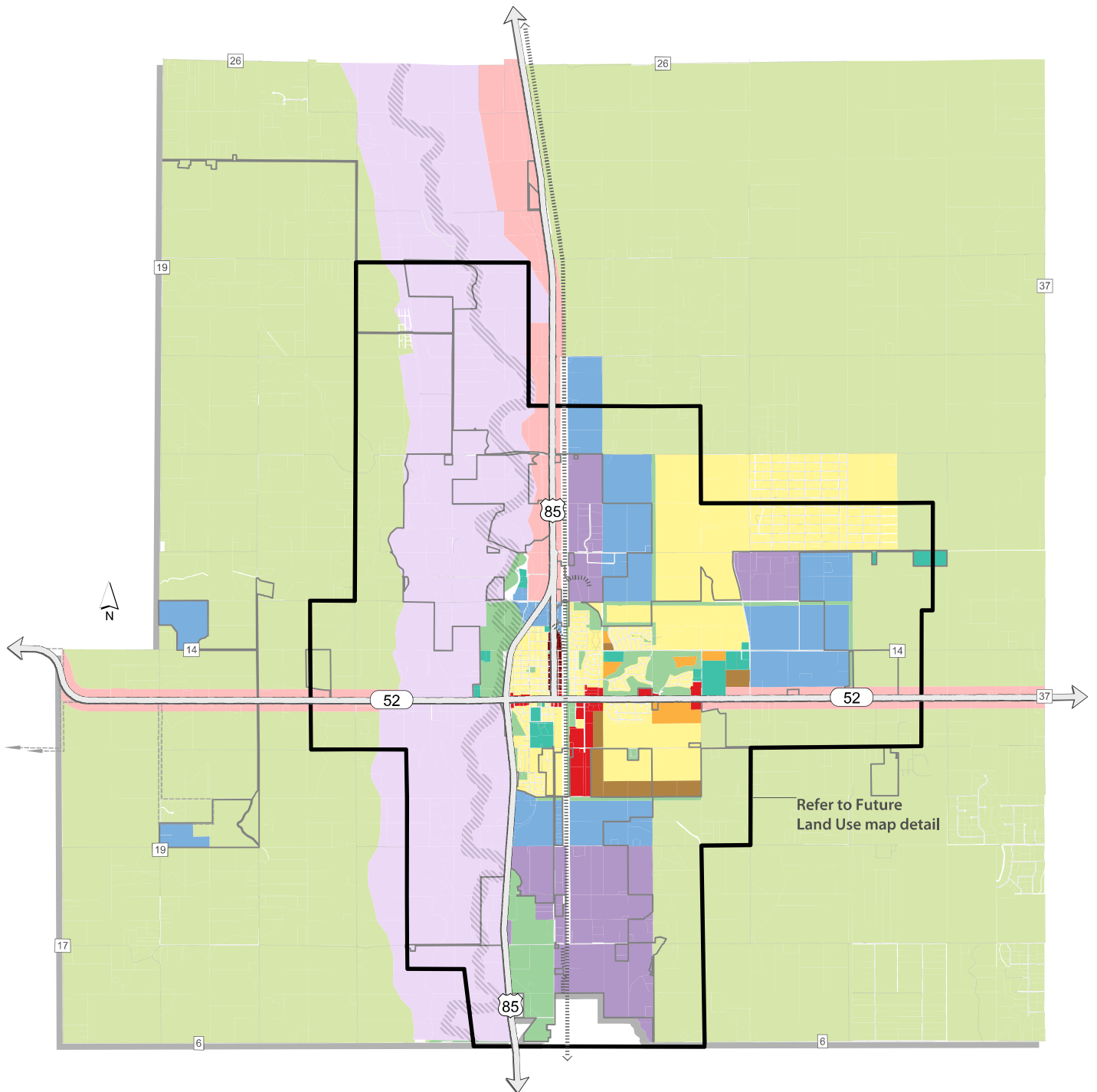
DATE: 10/11/2022	CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC
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APPROVED BY: J. L. LARSEN	DATE: 10/11/2022
DATE: 10/11/2022	DATE: 10/11/2022

High Pointe Hills Annexation Vicinity Map





Future Land Use Updated October 1, 2020
Planning Area

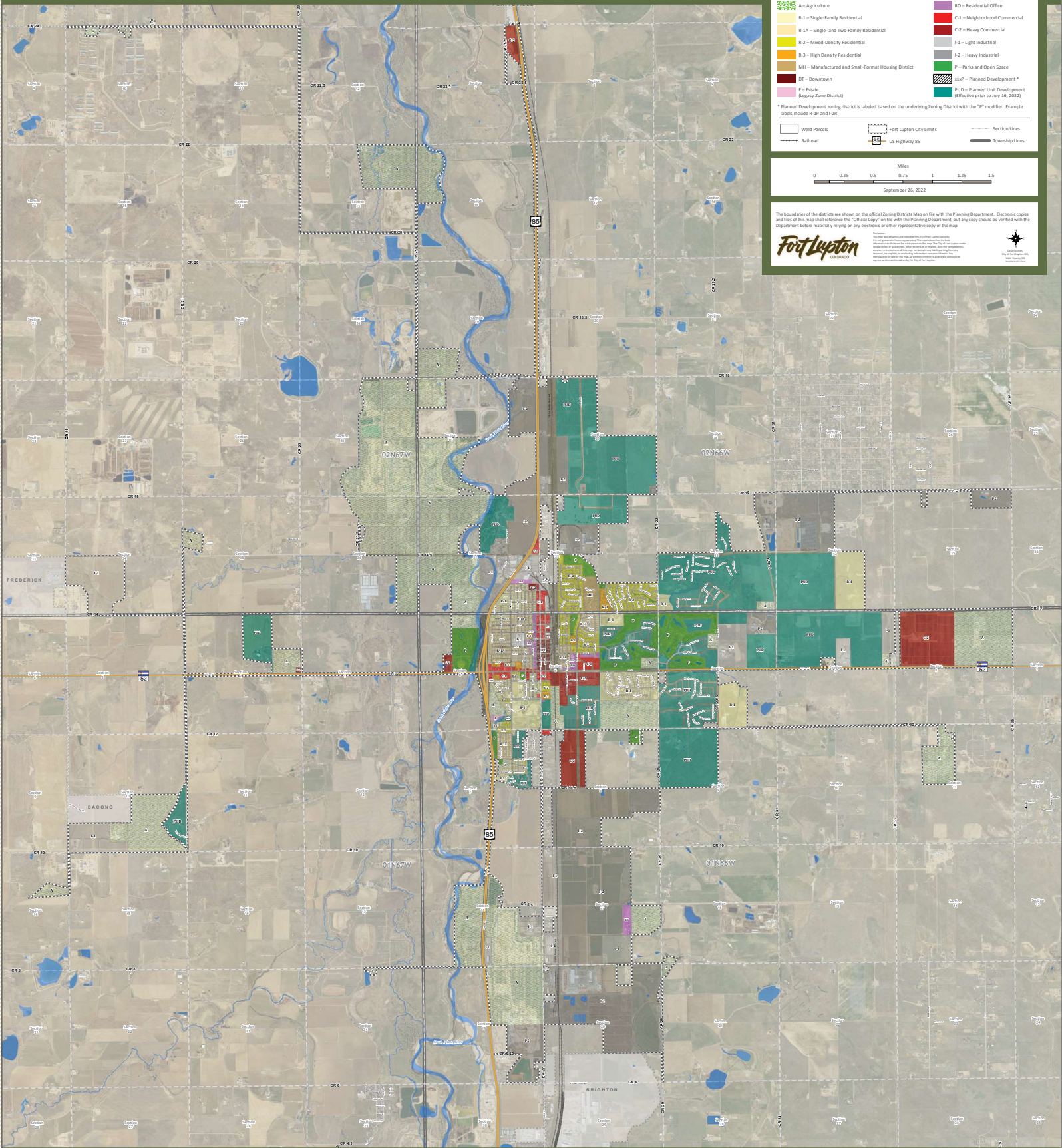
- Riparian Zone
- Dacono City Limits
- Existing Corporate Limits

- Agricultural & Rural Residential
- Single-Family Detached
- Single-Family Attached
- Multifamily

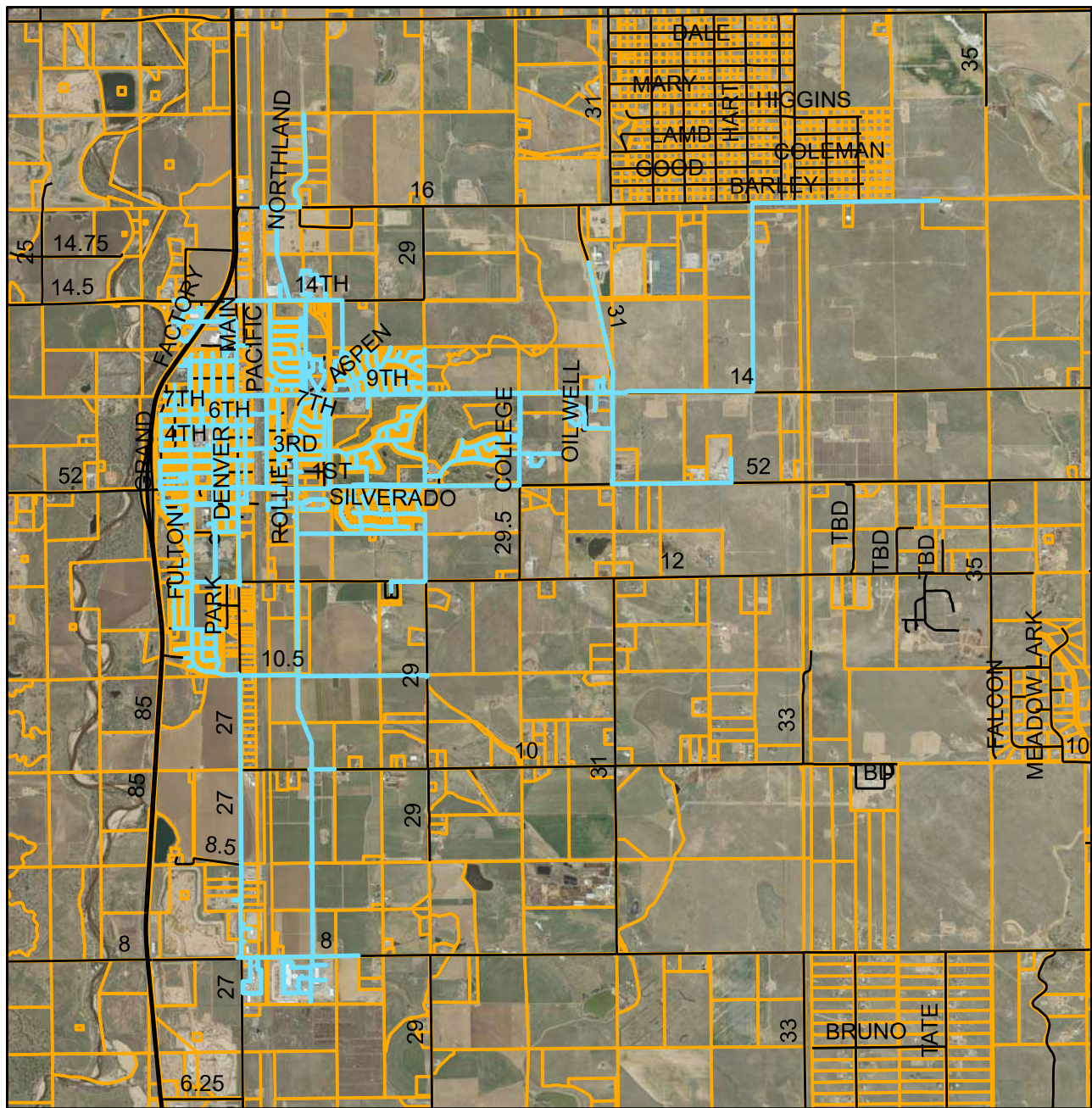
- Commercial General
- Commercial Transition
- Downtown Mixed-Use
- Industrial

- Light Industrial & Office
- Mineral Zone
- Parks & Open Space
- Public / Semi-Public

Zoning Districts



Fort Lupton Utility Map



Utilities

— Water



0 0.5 1 2 Miles



Utilities/Proposed Subdivision are in their best approximated locations as of 9/25/18 and are subject to change. Map is not for distribution among any other entity or persons other than intended recipient(s).

The map displays the Silverado Corridor, a proposed transit route highlighted in green. The corridor runs from the north, near Northland, southward through the Silverado area, and then turns eastward towards the Meadowlark area. The map includes various street names and lot numbers, providing a detailed view of the proposed route and its surroundings.

— Sanitary Sewer

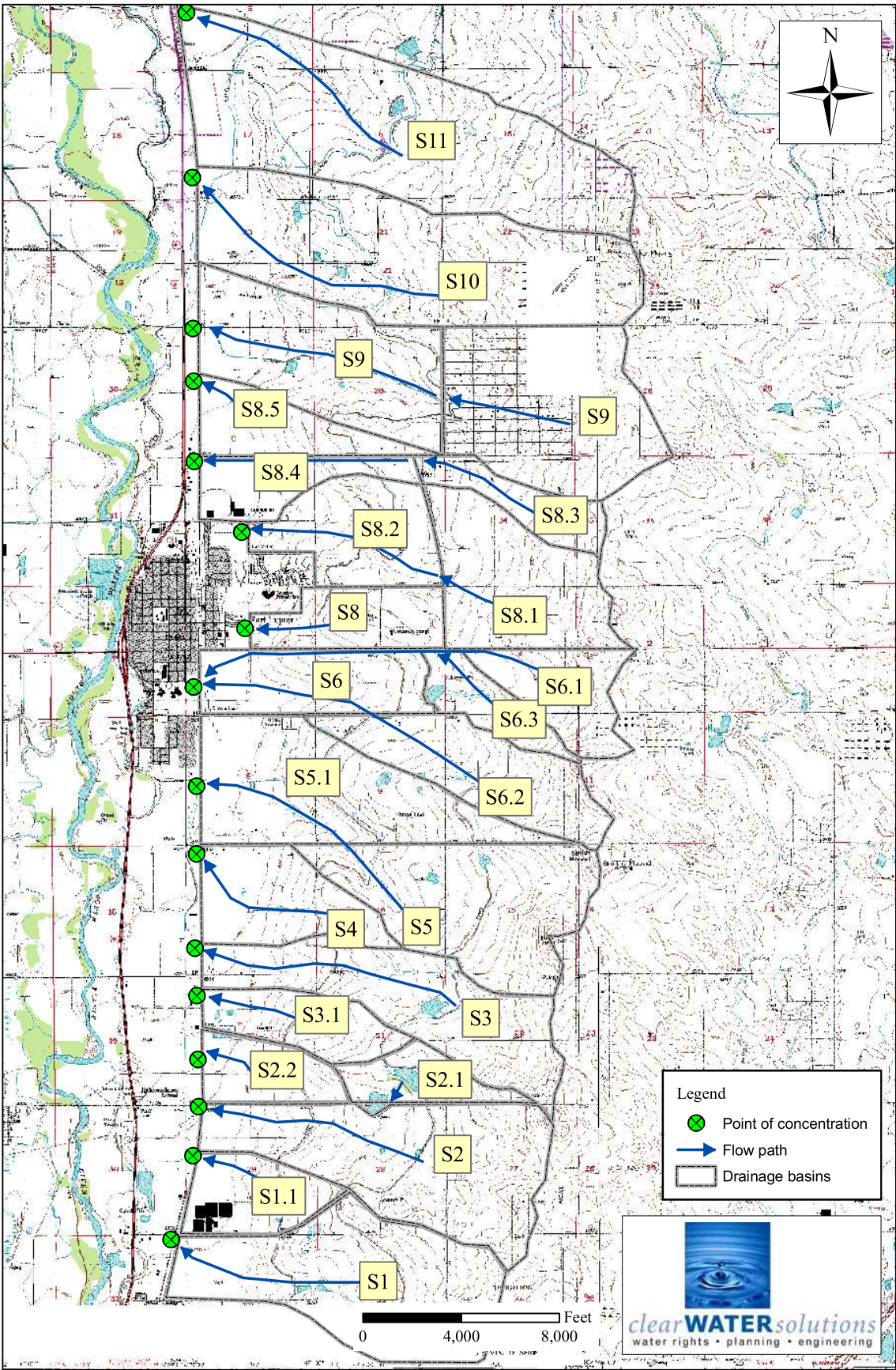


A horizontal number line representing distance in miles. It starts at 0 on the left and ends at 2 Miles on the right. Major tick marks are labeled at 0, 0.5, 1, and 2 Miles. There are 10 equal intervals between 0 and 1, and another 10 equal intervals between 1 and 2. Each interval represents 0.1 miles. There are 19 small tick marks in total, one at each interval boundary.



Page 239 of 309

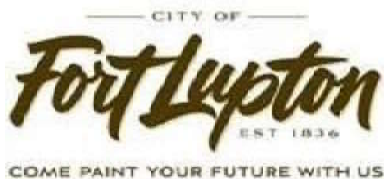
Figure 8-1
 City of Fort Lupton
 Storm Drainage Study Area



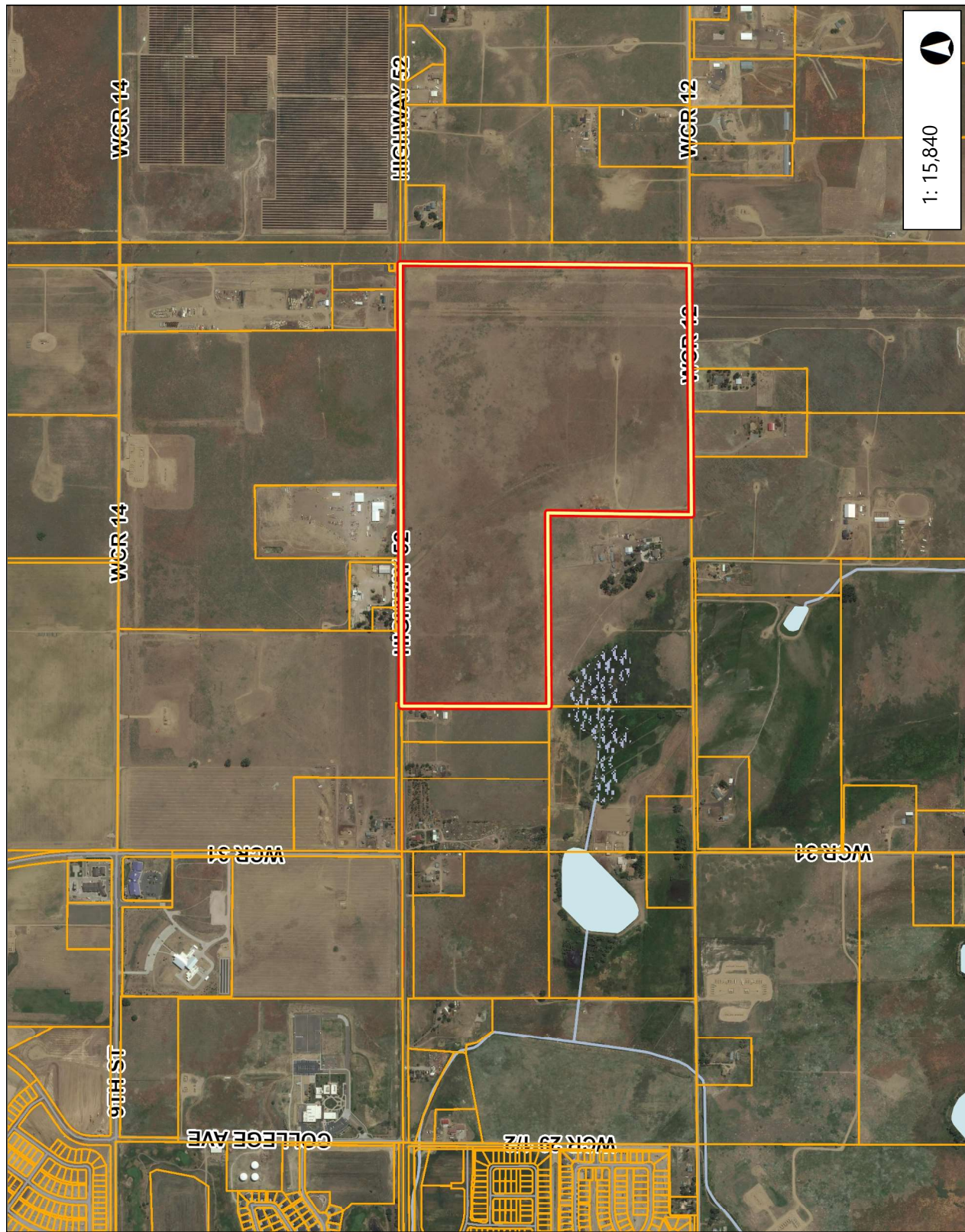
[illegible]

— Storm Sewer

A horizontal number line representing distance in miles. It starts at 0 on the left and ends at 2 Miles on the right. Major tick marks are labeled at 0, 0.5, 1, and 2 Miles. There are 10 equal intervals between 0 and 1, and another 10 equal intervals between 1 and 2. Each interval represents 0.1 miles. There are 19 small tick marks in total, one at each interval boundary.



Page 241 of 309



1: 15,840



Legend

- Parcels
- Highway
- Road
- Road
- Highway
- County Boundary
- NHD Waterbody
- Estuary
- Ice Mass
- Lake/Pond
- Playa
- Reservoir
- Swamp/Marsh
- NHD Area
- Bridge
- Canal/Ditch
- Dam/Weir
- Flume
- Levee
- Lock Chamber
- Spillway
- Stream/River
- Wash
- NHD Flowline
- Canal/Ditch
- Connector

Notes

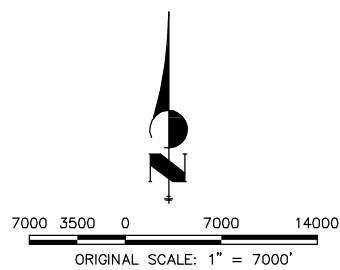
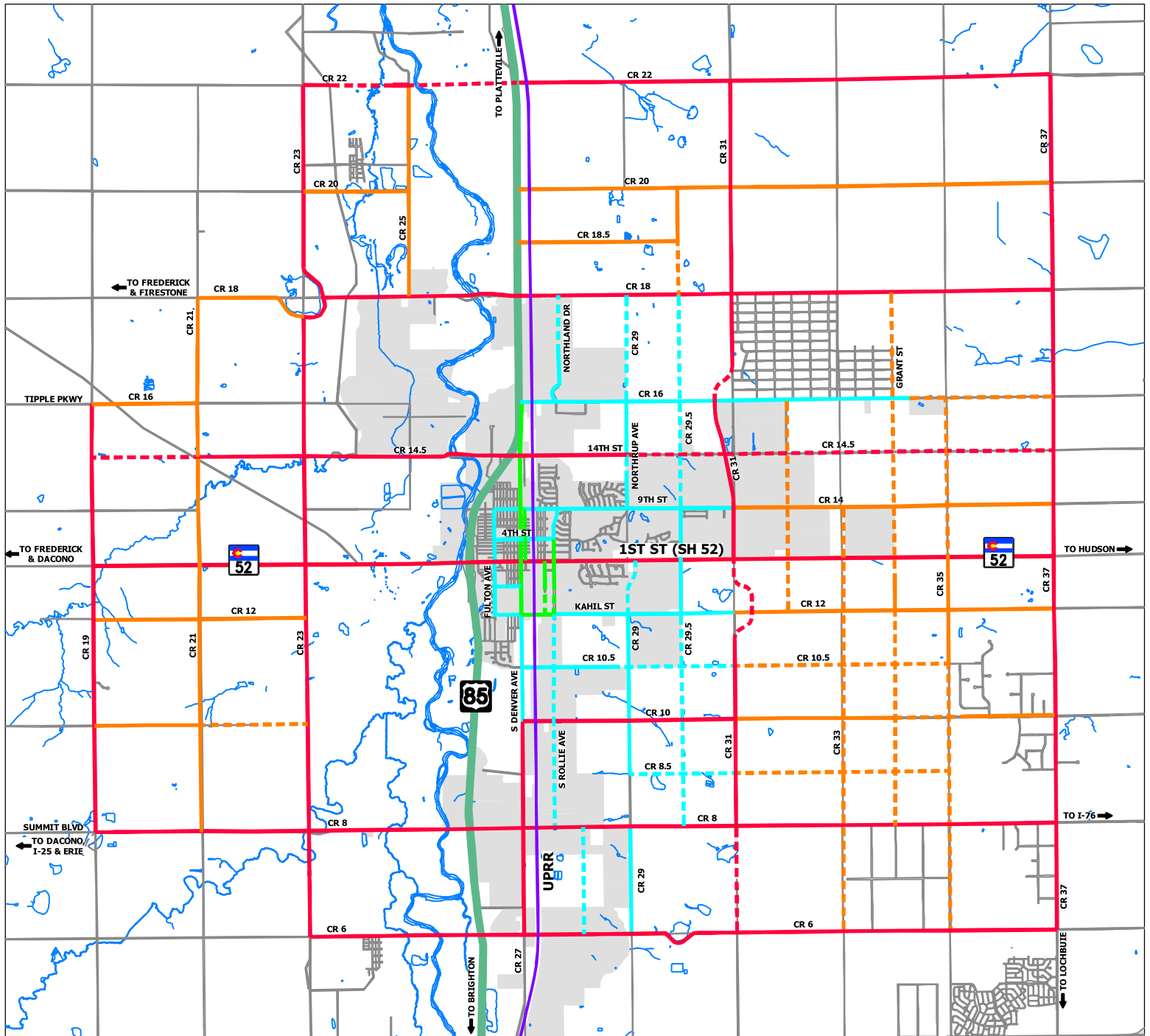
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

2,640.0 0 1,320.00 2,640.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

Figure 9: Ultimate Roadway Network



**EXISTING NETWORK
LEGEND - ROAD IMPROVEMENTS**

- 4-LANE ARTERIAL
- RURAL COLLECTOR
- URBAN COLLECTOR
- RETAIL STREET
- UNION PACIFIC RR
- 4-LANE HIGHWAY
- FORT LUPTON CITY LIMITS

**FUTURE NETWORK
LEGEND - ROAD IMPROVEMENTS**

- - - 4-LANE ARTERIAL
- - - RURAL COLLECTOR
- - - URBAN COLLECTOR
- - - RETAIL STREET

NOTE: FUTURE ROADWAYS ARE SHOWN ON A CONCEPTUAL BASIS.

WELD COUNTY TAX DISTRICT AND AUTHORITY REPORT

FOR TAX YEAR 2021

Tax District - 2240

<u>Authority Code</u>	<u>Authority Name</u>	<u>Mill Levy</u>
0100	WELD COUNTY	15.038000
0208	SCHOOL DIST RE8-FORT LUPTON	19.782000
0302	CENTRAL COLORADO WATER (CCW)	1.404000
0506	FORT LUPTON FIRE	9.305000
0530	FORT LUPTON FIRE (BOND 2022)	0.483000
0700	AIMS JUNIOR COLLEGE	6.342000
1050	HIGH PLAINS LIBRARY	3.197000
1201	PLATTE VALLEY CONSERVATION	0.000000
Total Levy		55.551000

Tax District - 2241

<u>Authority Code</u>	<u>Authority Name</u>	<u>Mill Levy</u>
0100	WELD COUNTY	15.038000
0208	SCHOOL DIST RE8-FORT LUPTON	19.782000
0301	NORTHERN COLORADO WATER (NCW)	1.000000
0302	CENTRAL COLORADO WATER (CCW)	1.404000
0506	FORT LUPTON FIRE	9.305000
0530	FORT LUPTON FIRE (BOND 2022)	0.483000
0700	AIMS JUNIOR COLLEGE	6.342000
1050	HIGH PLAINS LIBRARY	3.197000
1201	PLATTE VALLEY CONSERVATION	0.000000
Total Levy		56.551000



SUBJECT FOR DISCUSSION

Adopt an Ordinance to Initially Zone Land Legally Described in Exhibit "A" of the Proposed Ordinance, Known as The High Pointe Hills Initial Zoning, to the 'A' Agricultural Zone District

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Highway 52 General Partnership L.L.P. has submitted a request for annexation of land totaling 181.907 acres, more or less, known as the High Pointe Hills Annexation. The annexation consists of one parcel of land (Parcel No. 147103000035). The proposed initial zoning is to the 'A' Agricultural Zone District, which is being presented to City Council for approval under a separate Action Memorandum and Ordinance following the hearing on this Annexation. The proposed future use of the property is for a residential and commercial subdivision.

FINANCIAL CONSIDERATIONS

The applicant has paid all applicable land use application fees and are covering ongoing review expenses.

LEGAL/POLITICAL CONSIDERATIONS

All notification requirements were met, including posting notice of the hearings on the Property at least 15 days prior to this public hearing, mailing notice to property owners within 500 feet of the site, and publishing notice of the hearing in the Fort Lupton Press for four consecutive weeks, with the first publication being at least 30 days prior to the City Council public hearing.

ALTERNATIVES/OPTIONS

The City Council has the following options for this request:

- a) Adopt The Ordinance.
- b) Do not adopt The Ordinance.

STAFF RECOMMENDATIONS

Staff recommends conditional approval of the proposed Ordinance initially zoning the land described in Exhibit A of the proposed Ordinance to the 'A' Agricultural Zone District.

- Attachments:**
- a. Proposed Ordinance
 - b. Planning Commission Resolution
 - c. Planning Commission Meeting Minutes
 - d. Staff Report
 - e. Legal Notices

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO. 2022-XXXX

INTRODUCED BY: XXX

ADOPT ORDINANCE 2022-XXXX INITIALLY ZONING LAND KNOWN AS THE HIGH POINTE HILLS INITIAL ZONING, LEGALLY DESCRIBED IN EXHIBIT A, TO THE 'A' AGRICULTURAL ZONE DISTRICT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO:

WHEREAS, under the procedures detailed in Section 16-9 of the Fort Lupton Municipal Code, the Applicants, Highway 52 General Partnership L.L.P., submitted a request to initially zone 181.907± acres of land more particularly described in Exhibit A.

WHEREAS, the Planning Commission held a public hearing on the zone request on October 13, 2022, and recommended approval to City Council of the initial zoning of land described in Exhibit A to the 'A' Agricultural Zone District, with all the uses-by-right allowed in said district.

WHEREAS, the City Council, after public notice and hearing, and consideration of the Planning Commission recommendation, declares that the official zoning map be amended to reflect the initial zone on the property described in Exhibit A of this Ordinance to the 'A' Agricultural Zone District, and that the Ordinance is hereby approved.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 1st day of November 2022.

PUBLISHED in the Fort Lupton Press the 10th day of November 2022.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this _ day of _ 2022.

PUBLISHED BY TITLE ONLY the _ day _ 2022.

EFFECTIVE (after publication) the _ day of _ 2022.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A

DESCRIPTION – ANNEXATION

A PARCEL LOCATED IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 3 AS WITNESSED BY A FOUND 2.5 INCH ALUMINUM CAP MARKED 49.5' W.C., PLS 25937 1997", THENCE SOUTH 00°09'09" EAST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 52, TO THE SOUTH LINE OF THE FORT LUPTON EAST ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4765841 AND THE **POINT OF BEGINNING**:

THENCE SOUTH 00°09'09" EAST, DEPARTING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 2525.93 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH LINE OF WELD COUNTY ROAD 12 AND THE NORTH LINE OF THE MP ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4592077, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ILLEGIBLE ALUMINUM CAP BEARS, SOUTH 00°09'09" EAST A DISTANCE OF 30.00 FEET;

THENCE SOUTH 88°59'47" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID MP ANNEXATION, PASSING AT A DISTANCE OF 1332.96 FEET THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND CONTINUING A TOTAL DISTANCE OF 2254.17 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE EAST LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED TO WILLIAM A. JENKINS AND LORI L. JENKINS FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3777987, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 BEARS SOUTH 00°30'29" EAST A DISTANCE OF 30.00 FEET AND SOUTH 88°59'47" WEST A DISTANCE OF 411.00 FEET;

THENCE, DEPARTING SAID RIGHT OF WAY LINE AND ALONG THE EAST AND NORTH LINES OF SAID JENKINS PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 00°30'29" WEST A DISTANCE OF 1279.57 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 FOR THE NORTHEAST CORNER OF SAID JENKINS PARCEL;
2. SOUTH 89°09'57" WEST A DISTANCE OF 411.00 FEET, MORE OR LESS, TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ALUMINUM CAP MARKED PLS 37971 2022;
3. SOUTH 89°10'38" WEST A DISTANCE OF 1330.21 FEET, MORE OR LESS, TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937;

THENCE NORTH 00°23'24" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 1264.89 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 52 AND THE SOUTH LINE OF THE AQUA-HOT ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3952536, FROM WHICH THE

CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 2001" BEARS NORTH 00°23'24" W A DISTANCE OF 50.00 FEET;

THENCE, 50.00 FEET SOUTH OF AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 3, ALONG THE SOUTH LINE OF SAID AQUA-HOT ANNEXATION, ALONG THE SOUTH LINE OF THE PATTERSON ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4343163 AND THE SOUTH LINE OF SAID FORT LUPTON EAST ANNEXATION THE FOLLOWING TWO (2) COURSES AND DISTANCES

1. NORTH 89°21'48" EAST A DISTANCE OF 1328.01 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 3 NORTH FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 1998" BEARS NORTH 00°29'40" WEST A DISTANCE OF 50.00 FEET;
2. NORTH 89°19'47" EAST A DISTANCE OF 2680.33 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 181.907 ACRES (7,923,861 SQUARE FEET) OF LAND, MORE OR LESS.

RESOLUTION NO. P2022-019

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON RECOMMENDING TO CITY COUNCIL APPROVAL OF AN ANNEXATION KNOWN AS THE HIGH POINTE HILLS ANNEXATION AND INITIAL ZONING TO THE 'A' AGRICULTURE ZONE DISTRICT FOR LAND LEGALLY DESCRIBED IN EXHIBIT A.

WHEREAS, the Planning Commission held a public hearing on October 13, 2022, for the purpose of reviewing an application submitted by Highway 52 General Partnership, L.L.P. for an annexation, known as the High Pointe Hills Annexation and Initial Zoning to the 'A' Agriculture Zone District; and

WHEREAS, after review of the application and supporting information, the Planning Commission finds that the annexation and initial zoning conforms to Colorado Revised Statutes and City codes and policies therein, and

WHEREAS, all legal requirements for the public hearing have been met including publication of the legal notice in the Fort Lupton Press, mailing of public hearing notices to adjacent property owners within 500 feet, and posting of the hearing on the site.

NOW THEREFORE BE IT RESOLVED, the Planning Commission has taken into consideration all referral comments and any citizen testimony in response to this application. Based upon the facts presented on this date, the Planning Commission hereby recommends approval of the annexation known as the High Pointe Hills Annexation and Initial Zoning to the 'A' Agriculture Zone District, conditional upon the following:

- I. Prior to recording the annexation map:
 - A. The title of the annexation and initial zoning map shall include the Project No. LUP2022-0020, and Plan Nos. ANX2022-0001 and SPL2022-0004.
 - B. Any redline comments provided by City Staff shall be made to the annexation map.
 - C. Applicant shall provide written acknowledgement of the comments from the State Geologist.
 - D. Applicant shall provide written acknowledgement of the comments from United Power.
 - E. Applicant shall provide written acknowledgement of the comments from Weld County Planning Services.

- F. Applicant shall provide written acknowledgement of the comments from Xcel Energy.

DONE THIS 13th DAY OF OCTOBER, 2022, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.



Chairman

ATTEST:



Planning Director

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT A

DESCRIPTION – ANNEXATION

A PARCEL LOCATED IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 3 AS WITNESSED BY A FOUND 2.5 INCH ALUMINUM CAP MARKED 49.5' W.C., PLS 25937 1997", THENCE SOUTH 00°09'09" EAST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 52, TO THE SOUTH LINE OF THE FORT LUPTON EAST ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4765841 AND THE **POINT OF BEGINNING:**

THENCE SOUTH 00°09'09" EAST, DEPARTING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 2525.93 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH LINE OF WELD COUNTY ROAD 12 AND THE NORTH LINE OF THE MP ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4592077, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ILLEGIBLE ALUMINUM CAP BEARS, SOUTH 00°09'09" EAST A DISTANCE OF 30.00 FEET;

THENCE SOUTH 88°59'47" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID MP ANNEXATION, PASSING AT A DISTANCE OF 1332.96 FEET THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND CONTINUING A TOTAL DISTANCE OF 2254.17 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE EAST LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED TO WILLIAM A. JENKINS AND LORI L. JENKINS FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3777987, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 BEARS SOUTH 00°30'29" EAST A DISTANCE OF 30.00 FEET AND SOUTH 88°59'47" WEST A DISTANCE OF 411.00 FEET;

THENCE, DEPARTING SAID RIGHT OF WAY LINE AND ALONG THE EAST AND NORTH LINES OF SAID JENKINS PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 00°30'29" WEST A DISTANCE OF 1279.57 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 FOR THE NORTHEAST CORNER OF SAID JENKINS PARCEL;
2. SOUTH 89°09'57" WEST A DISTANCE OF 411.00 FEET, MORE OR LESS, TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ALUMINUM CAP MARKED PLS 37971 2022;
3. SOUTH 89°10'38" WEST A DISTANCE OF 1330.21 FEET, MORE OR LESS, TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937;

THENCE NORTH 00°23'24" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 1264.89 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 52 AND THE SOUTH LINE OF THE AQUA-HOT ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3952536, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 2001" BEARS NORTH 00°23'24" W A DISTANCE OF 50.00 FEET;

THENCE, 50.00 FEET SOUTH OF AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 3, ALONG THE SOUTH LINE OF SAID AQUA-HOT ANNEXATION, ALONG THE SOUTH LINE OF THE PATTERSON ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4343163 AND THE SOUTH LINE OF SAID FORT LUPTON EAST ANNEXATION THE FOLLOWING TWO (2) COURSES AND DISTANCES

1. NORTH 89°21'48" EAST A DISTANCE OF 1328.01 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 3 NORTH FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 1998" BEARS NORTH 00°29'40" WEST A DISTANCE OF 50.00 FEET;
2. NORTH 89°19'47" EAST A DISTANCE OF 2680.33 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 181.907 ACRES (7,923,861 SQUARE FEET) OF LAND, MORE OR LESS.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
October 13, 2022**

The Planning Commission of the City of Fort Lupton met in session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the Planning Commission and virtually via GoToMeeting, on Thursday, October 13, 2022.

Chair Mike Simone called the meeting to order at 6:00 p.m.

ROLL CALL

Commissioners Present: Chair Mike Simone, Vice-Chair Bushrod White, Kathy Kvasnicka, Thomas Holton and Jimmy Dominguez.

City Staff Present: Planning Director Todd Hodges, Planner Clay Hartley and Planning Technician Magaly Morales-Tejada.

APPROVAL OF AGENDA

Bush White moved to approve the agenda and Kathy Kvasnicka seconded.

CONSENT AGENDA

Bush White moved to approve the consent agenda and Kathy Kvasnicka seconded.

PUBLIC COMMENT

There was no public comment.

PUBLIC HEARINGS

P2022-018 Coyote Creek PUD Filing No. 5 Preliminary Plat

Planner Clay Hartley presented this item. He stated that the applicant is requesting approval of a preliminary plat for a residential subdivision located in the southwest corner of the Coyote Creek development that will include 61 single-family detached homes, including open space amenity area. The area is zoned PUD Planned Unit Development with residential uses. All notification requirements have been met and the applicant is present to provide a brief presentation.

Kenneth Merritt, the applicant, provided a presentation. He stated that this is the fifth filing for the Coyote Creek Development and will include 61 single-family detached homes

Chair Simone opened up the public comment portion of this hearing at 6:10pm. Hearing none, public comment was closed at 6:11pm.

Chair Simone opened up the hearing to Commissioners comments and questions. Commissioners discussed:

- Maintenance of open space areas
- Sidewalk maintenance along Highway 52
- Conformance with comprehensive plan zoning

With no further discussion, Member White motioned to approved P2022-018 Coyote Creek PUD Filing No. 5 Preliminary Plat. Jimmy Dominguez seconded. Motion passed unanimously.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
October 13, 2022**

P2022-019 High Pointe Annexation

Planner Clay Hartley presented this item. He stated that the applicant has submitted a request for annexation of one parcel of land located south and adjacent to State Highway 52 with initial zoning to the 'A' Agriculture Zone District. The parcel is 181.907 acres in size and is contiguous with existing City limits. The annexation meets the goals of the Comprehensive plan. All notification requirements have been met and the applicant is present to provide a brief presentation.

JR Osborne provided a presentation. He stated that the plan for this property once annexed is for a residential subdivision with some commercial acreage, which is the concept plan being presented as a separate agenda item.

Chair Simone opened up the public comment portion of this hearing at 6:30pm.

Janice Wilkin asked if a traffic study had been done, why all neighbors who access County Road 12 had not been notified and if there are any proposed road improvements.

No further public comment was made, the public comment portion of the hearing was closed at 6:32PM.

Chair Simone opened up the discussion to Commissioners comments and questions. Commissioners discussed:

- Current city limits near the property.
- Conformance with the Comprehensive Plan.
- Option to table this hearing to review the concept plan.

With no further discussion, Member White motioned to approve P2022-019 High Pointe Annexation. Member Kvasnicka seconded. Motion passed with 4 yay votes and 1 nay vote.

DISCUSSION ITEMS

High Pointe Concept Plan

Planner Clay Hartley presented this item. He stated that with the new development code in place, concept plans are no longer items that will be voted on and are now discussion items meant to provide Planning Commission an opportunity to provide feedback to the applicant. The proposed concept plan would provide lots for housing and a significant portion of the development would be dedicated to open space. The entire parcel is vacant agricultural land currently, with oil and gas wells in the southern half of the property. The applicant is present to provide a presentation and discuss the concept with commissioners.

JR Osborne, the applicant, provided a presentation. He stated that the concept plan for this property includes 298 residential lots, 2 of which are estate lots and commercial along the Highway 52 corridor. The plan also includes a neighborhood park and open space with trails throughout the property. The bonus density requirements in the Development Code were met in order to propose the 298 lots.

Chair Simone opened up the discussion to Commissioners comments and questions. Commissioners discussed:

- Necessary road improvements
- When a traffic study will be done and what it will address

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
October 13, 2022**

- Wildlife, specifically Eagle, protection
- Proposed lot sizes
- Bonus density requirements
- Possibly moving commercial and the type of allowable commercial
- Internal road and open space maintenance

Chair Simone opened up the discussion for public comment.

Janice Wilkins asked how the road will be laid out and stated that she has concerns with traffic incidents near Mountain Sky and would not like to see the same with this development.

Chris Barker asked about the usability on the open space pipe lines, where non-potable water comes from and if there are available utilities down County Road 12 or Highway 52.

The applicants acknowledged the Commissioner's and Public's concerns and stated they would use the feedback received to continue working on the plans for this development.

Review of Meeting Discussion

A review of meeting discussion took place.

FUTURE BUSINESS

The next meeting of the Planning Commission will be on October 13, 2022 at 6:00 PM.

ADJOURNMENT

Chair Simone adjourned the meeting at 7:03 PM.

Submitted by

Magaly Morales-Tejada, Planning Technician

Approved by Planning Commission

Mike Simone, Chair



HIGH POINTE HILLS ANNEXATION STAFF REPORT
PROJECT NO. LUP2021-0027 / PLAN NOS. ANX2021-0004 & COZ2022-0001

PROJECT DESCRIPTION

Project No.: LUP2022-0020 / Plan Nos. ANX2022-0001 & SPL2022-0004

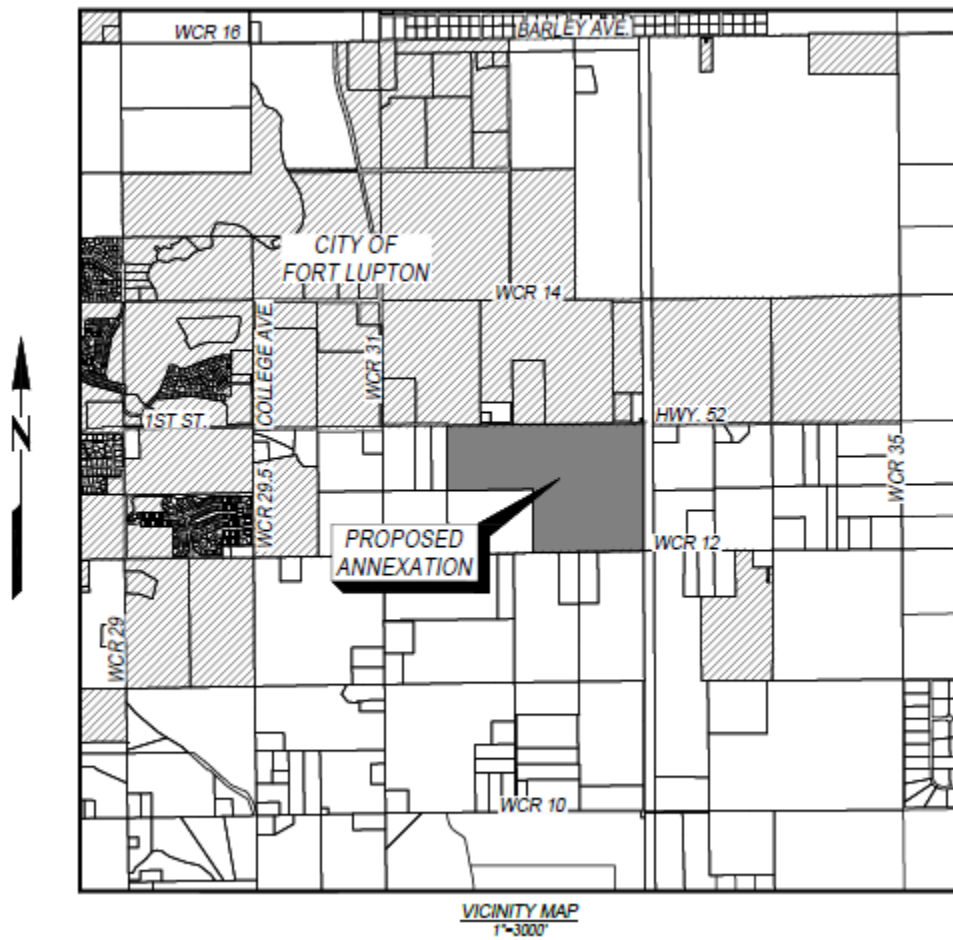
Project name: High Pointe Hills Annexation and Initial Zoning

Owner's Name: Highway 52 General Partnership, L.L.P. ("Applicants")

Representative: J.R. Osborne

Location of Request:

The site consists of one parcel of land which is located south and adjacent to State Highway 52 (Parcel No. 147103000035). The northwestern corner of the parcel is approximately one-quarter of a mile east of County Road 31. The annexation is located in the South Half of Section 3, Township 1 North, Range 66



West of the 6th P.M., County of Weld, State of Colorado.

The Property is directly surrounded by agricultural and rural residential land uses. There are also several Weld County Use by Special Review permits nearby including oil and gas wellheads, service lines, and mineral resource facilities.

Nature of Request:

The Applicant has submitted a request for annexation of one parcel of land to be initially designated as an 'A' Agriculture Zone District. A Concept Plan application has been submitted concurrently with this annexation request. The proposed Concept Plan would provide lots for housing and a significant portion of the development would be dedicated to open space.

Site Size: Subject Property: 181.907 acres, more or less;

Proposed Zone District: 'A' Agriculture Zone District

Concept Land Use Plan: The Applicant has indicated that the intended use for this property, if the annexation is allowed to go forward, will be for a residential subdivision. The Concept Plan has been submitted concurrently with this annexation and initial zoning review, and will be considered separately by both the Planning Commission and City Council.

Existing Use: The entire parcel is vacant agricultural land currently, with oil and gas wells in the southern half of the property.

Hearing Dates: Planning Commission – October 13, 2022 at 6:00 PM; and
City Council – November 1, 2022 at 6:00 PM.

Hearing Location: Fort Lupton City Hall – Council Chambers, 130 S. McKinley Ave., Fort Lupton, Colorado or Virtually via GoToMeeting.

Staff Recommendation: Approval with conditions, as listed in the proposed resolution.

SUMMARY OF PREVIOUS APPLICATIONS

To staff's knowledge, there are no prior applications for this property through the City of Fort Lupton.

APPLICATION PROCESS

The Applicants are requesting approval of an annexation and initial zoning to the 'A' Agriculture Zone District.

An annexation is processed under [Chapter 15: Annexation](#) of the Fort Lupton Municipal Code ("Code").

After required public notice of annexation and initial zoning, the Planning Commission shall review the annexation map, the concept land use plan and the zoning request at a public hearing, and shall submit a written recommendation to City Council.

The City Council shall then conduct a public hearing and consider the approval of an ordinance annexing the property to the City without election if it finds that the annexation is in compliance with the requirements of the Colorado Municipal Annexation Act of 1965, as amended, and the Fort Lupton Municipal Code. The City Council shall then either:

1. Approve, or approve with conditions, the ordinances for annexation and initial zoning. Approval may be contingent upon specific changes to the zoning or to the annexation agreement provided to the City Council prior to the public hearing.
2. Disapprove the ordinances to annex and initially zone the Property. If the City Council disapproves annexation, no similar request may be heard for a period of one year from the date of denial.

NOTIFICATION REQUIREMENTS

All notification requirements were met, including posting notice of the hearings on the property at least 15 days prior to this public hearing, mailing notice to property owners within 500 feet of the site, and the publishing notice of the hearing in the Fort Lupton Press for four consecutive weeks, with the first publication being at least 30 days prior to the City Council public hearing.

In addition, notice of the public hearings, as well as the resolution and petition, was sent to the Weld County Commissioners and Weld County Attorney, the school district and all special districts on October 7, 2022 by certified mail, return-receipt requested. The annexation impact report was sent on October 12, 2022 to the Weld County Commissioners by certified mail, return-receipt requested.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

This annexation meets the requirements set forth by the Municipal Annexation Act of 1965, as amended and by [Chapter 15 of the Municipal Code](#) relating to Annexation. The Planning Department staff has determined that the applicant has submitted all required documents pursuant to the Code.

Section 15-3 of the Municipal Code outlines the Annexation Policy, which is:

- a) The City Council shall have the sole discretion in the annexation of territory proposed for annexation to the City, and the City is under no obligation to approve any annexation petition.

Staff Comment: On September 6, 2022, the City Council accepted the annexation petition and set the public hearing date for this matter as November 1, 2022.

- b) Land to be annexed shall conform to the goals, policies and strategies of the City.

Staff Comment: The Planning Department finds that the annexation meets the goals, policies and strategies of the City, specifically in relation to the Comprehensive Plan, which is further explained later in this Staff Report.

- c) The petitioner for annexation of land to the City shall be responsible for paying all required fees and for all related costs and overhead incurred by the City in reviewing and processing the annexation petition.

Staff Comment: The Applicant has paid all required land use fees, and has a fee deposit established to cover any costs related to the project.

- d) Annexation shall not divide tracts of land in such a way as to prevent annexation of adjoining land.

Staff Comment: The proposed annexation will not prevent future annexation of land.

- e) All annexations shall be accompanied by an [annexation] agreement between the petitioner and the City, stating conditions related to municipal services or other terms of annexation that are not specifically provided for in the Code.

Staff Comment: The Applicant and City Attorney are working in good faith to finalize an annexation agreement. A draft will be provided to the Fort Lupton City Council for consideration prior to the public hearing.

- f) Unless specifically deferred by the City Council, zoning of the property shall occur concurrently with the annexation. Proposed zoning shall conform to a concept land use plan submitted with the annexation petition. In the event that sufficient planning has not been done to define zoning boundaries at the time of annexation, the City may zone the property “A,” Agricultural, as an interim zoning classification.

Staff Comment: The Applicant is requesting initial zoning to the ‘A’ Agricultural Zone District.

- g) Required contiguity of noncontiguous parcels proposed for annexation may be achieved by annexation of one (1) or more portions of street right-of-way or other public way, a process commonly referred to as “flagpole” annexation.

Staff Comment: The proposed annexation meets contiguity requirements.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Fort Lupton Comprehensive Plan designates much of this area as Commercial Transition along the Highway 52 corridor within its Future Land Use Map. The land that extends to the north is dedicated to light industrial and office uses. The areas to the south are intended as agricultural and rural residential land use types.

Future uses in this part of Fort Lupton were planned to preserve a generally rural character while providing space for growth. High Pointe Hills proposes higher density development, but reserves a large portion of the property for public open space. Open and expansive greenspace would have the added effect of preserving much of the rural character of this new area of Fort Lupton. While the commercial goals of the Comprehensive Plan for this region may not be realized immediately, the added rooftops have the potential to attract business and investment. The north side of Highway 52 is currently undeveloped and could be used for commercial purposes in the future.

Semi-rural properties are also present and identified as Estate Zoning. These sections may be built as larger lot, single-family homes.

The proposed ‘A’ Agricultural Zone District is transitional and intended as temporary zoning until final uses are determined.

REFERRALS

Building Inspector	OMI	City Attorney
GIS Specialist	Police Chief	Public Works Director
Fort Lupton Fire Protection District	Finance Director	United Power
Comcast	CenturyLink	Xcel Energy
Postmaster	Weld County Department of Planning	Weld County Dept. of Public Health & Env.
Weld County School District RE-8	NCWCD	CDOT
Colorado DRMS	Weld County Public Works	Weld County GIS
State Geologist	Central Weld Water District	Fulton Ditch Company

Referrals were provided to the list above. Any comments received are enclosed with the Planning Commission packet.

RECOMMENDATION

Staff recommends conditional approval of the High Pointe Hills Annexation and Initial Zoning to 'A' Agricultural. Conditions are listed on the proposed Resolution provided to Planning Commission.

Additional documents are available for review at

<https://www.fortluptonco.gov/DocumentCenter/Index/699>



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Sign Posting Affidavit

High Pointe Hills Annexation

Project No. LUP2022-0020;

Plan Nos. ANX2022-0001 & SPL2022-0004



Facing Highway 52

I, J.R. Osborne hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 23 day of September, 2022.

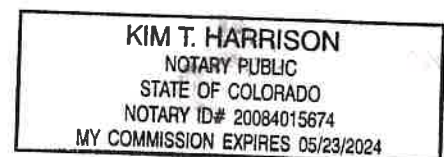
J.R. Osborne

Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by J.R. Osborne, this 23 day of Sept, 2022. Witness my hand and seal.

My commission expires 5/23/2024

Kim T. Harrison
Notary Public



(SEAL)

Public Notice

CITY OF FORT LUPTON
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application submitted by Highway 52 General Partnership, L.L.P. for an annexation and initial zoning to the 'A' Agriculture Zone District for a parcel located south and adjacent to Highway 52 and approximately 0.25 miles east of County Road 31 in Weld County, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, October 13, 2022, at 6:00 P.M., and before the City Council on Tuesday, November 1, 2022, at 6:00 P.M. or as soon as possible thereafter.

The public hearings shall be held at the Fort Lupton City Hall, 130 S. McKinley Avenue in Fort Lupton, Colorado. In the event that the City Hall is closed to the public at the time of the hearings due to COVID-19, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda as posted on the City's website, www.fortluptonco.gov.

LEGAL DESCRIPTION

A PARCEL LOCATED IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 3 AS WITNESSED BY A FOUND 2.5 INCH ALUMINUM CAP MARKED 49.5' W.C., PLS 25937 1997; THENCE SOUTH 00°09'09" EAST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 52, TO THE SOUTH LINE OF THE FORT LUPTON EAST ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4765841 AND THE **POINT OF BEGINNING**:

THENCE SOUTH 00°09'09" EAST, DEPARTING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 2525.93 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH LINE OF WELD COUNTY ROAD 12 AND THE NORTH LINE OF THE MP ANNEXATION NO. 4, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4592077, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ILLEGIBLE ALUMINUM CAP BEARS, SOUTH 00°09'09" E A DISTANCE OF 30.00 FEET;

THENCE SOUTH 88°59'47" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID MP ANNEXATION NO. 4, PASSING AT A DISTANCE OF 1332.96 FEET THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND CONTINUING A TOTAL DISTANCE OF 2254.17 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE EAST LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED TO WILLIAM A. JENKINS AND LORI L. JENKINS FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3777987, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 BEARS SOUTH 00°30'29" EAST A DISTANCE OF 30.00 FEET AND SOUTH 88°59'47" WEST A DISTANCE OF 411.00 FEET;

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THENCE NORTH 00°23'24" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 1264.89 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 52 AND THE SOUTH LINE OF THE AQUA-HOT ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3952536, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 2001 BEARS NORTH 00°23'24" W A DISTANCE OF 50.00 FEET;

THENCE, 50.00 FEET SOUTH OF AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 3, ALONG THE SOUTH LINE OF SAID AQUA-HOT ANNEXATION, ALONG THE BURKHARDT ANNEXATION ALONG THE SOUTH LINE OF THE PATTERSON ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4343163 AND THE SOUTH LINE OF SAID FORT LUPTON EAST ANNEXATION THE FOLLOWING TWO (2) COURSES AND DISTANCES

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2. NORTH 89°19'47" EAST A DISTANCE OF 2680.33 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 181.907 ACRES (7,923,861 SQUARE FEET) OF LAND, MORE OR LESS.

RESOLUTION NO. 2022R060

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS HIGH POINTE HILLS AND SETTING THE PUBLIC HEARING FOR NOVEMBER 1, 2022

WHEREAS, the Fort Lupton City Council has reviewed the annexation petition submitted by Highway 52 General Partnership, L.L.P. for 181.907 acres, more or less, and known as the High Pointe Hills Annexation; and

WHEREAS, the Fort Lupton City Council finds the annexation petition to be complete and in substantial conformance with the requirements of C.R.S. 31-12-107 (1) as amended.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves this

Resolution initiating annexation proceedings for the High Pointe Hills Annexation and sets the hearing date for November 1, 2022 to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 6th DAY OF SEPTEMBER 2022.

/s/ Zo Hubbard
Zo Hubbard, Mayor

Attest:

/s/ Maricela Peña
Maricela Peña, City Clerk

Approved as to form:

/s/ Andy Ausmus
Andy Ausmus, City Attorney

Legal Notice No. FLP703
First Publication: September 22, 2022
Last Publication: October 13, 2022
Publisher: Fort Lupton Press



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on the 27th day of September, 2022, a true and correct copy of the foregoing Notice of Public Hearings and Annexation Map for the High Pointe Hills Annexation & Initial Zoning was sent via United States Mail, postage pre-paid, to the following addresses:

MICHAEL J MAHER TRUST
16076 HIGHWAY 52
FORT LUPTON, CO 80621

JENNIFER DAVIS
4024 CLOVERLAWN DR
GRANTS PASS, OR 97527

LERMAS OILFIELD SERVICES LLC
1050 FULTON AVE
FORT LUPTON, CO 80621

SAUL MOTA-FLORES
MELISSA BOWEN-FLORES
16271 COUNTY ROAD 12
FORT LUPTON, CO 80621

DANIEL MARTINEZ
GERALDINE C MARTINEZ
9627 E ASPEN HILL PL
LONE TREE, CO 80124

URSULA M SAGEHORN
RAY D SAGEHORN
15680 COUNTY ROAD 12
FORT LUPTON, CO 80621

HIGHWAY 52 PARTNERSHIP
1540 MAIN ST
STE 218/303
WINDSOR, CO 80550

LORI L JENKINS
WILLIAM A JENKINS
15511 COUNTY ROAD 12
FORT LUPTON, CO 80621

LARRY RAY WILKIN
JAME ROBERT WILKIN
15484 COUNTY ROAD 12
FORT LUPTON, CO 80621

CHRISTINE D METZGER
4395 DOVER ST
WHEAT RIDGE, CO 80033

ALLEN D HILJE
PO BOX 33305
DENVER, CO 80233

DWAIN BURKARDT
850 S HOOVER AVE
FORT LUPTON, CO 80621

PSCO TAX SERVICE DEPT.
PO BOX 1979
DENVER, CO 80201

MURRAY FAMILY FARMS LLC
11010 HAVANA ST
BRIGHTON, CO 80601

DYANNA L GODFREY
W290N9483 DIEBALL RD
COLGATE, WI 53017

SILCON RANCH CORPORATION
222 2ND AVE
STE 1900
NASHVILLE, TN 37201

RENAE Y DENNER
PO BOX 193
FORT LUPTON, CO 80621

LAURELL G DINEEN
ROBERT J DINEEN
15005 COUNTY ROAD 12
FORT LUPTON, CO 80621

TIMOTHY J COBB
CHRISTOPHER BARKER
15760 COUNTY ROAD 12
FORT LUPTON, CO 80621

CONNIE L SWIHART
RANDY K SWIHART
15504 COUNTY ROAD 12
FORT LUPTON, CO 80621

TRI-STATE GENERATION &
TRANSMISSION ASSOC.
1100 W 116TH AVE
WESTMINSTER, CO 80234



City Official



Planning & Building Department
130 S. McKinley Avenue Phone: 303.857.6694
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortluptonco.gov

CITY OF FORT LUPTON NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application submitted by Highway 52 General Partnership, L.L.P for an annexation and initial zoning to the 'A' Agriculture Zone District for a parcel located south and adjacent to Highway 52 and approximately 0.25 miles east of County Road 31 in Weld County, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, October 13, 2022, at 6:00 P.M., and before the City Council on Tuesday, November 1, 2022, at 6:00 P.M. or as soon as possible thereafter.

The public hearings shall be held at the Fort Lupton City Hall, 130 S. McKinley Avenue in Fort Lupton, Colorado. In the event that the City Hall is closed to the public at the time of the hearings due to COVID-19, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda as posted on the City's website, www.fortluptonco.gov.

ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT BIT.LY/DEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: HIGH POINTE ANNEXATION & CONCEPT PLAN

LEGAL DESCRIPTION

A PARCEL LOCATED IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 3 AS WITNESSED BY A FOUND 2.5 INCH ALUMINUM CAP MARKED 49.5' W.C., PLS 25937 1997", THENCE SOUTH 00°09'09" EAST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 52, TO THE SOUTH LINE OF THE FORT LUPTON EAST ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4765841 AND THE **POINT OF BEGINNING:** THENCE SOUTH 00°09'09" EAST, DEPARTING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 2525.93 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH LINE OF WELD COUNTY ROAD 12 AND THE NORTH LINE OF THE MP ANNEXATION NO.4, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4592077, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ILLEGIBLE ALUMINUM CAP BEARS, SOUTH 00°09'09" E A DISTANCE OF 30.00 FEET; THENCE SOUTH 88°59'47" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID MP ANNEXATION NO. 4, PASSING AT A DISTANCE OF 1332.96 FEET THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND CONTINUING A TOTAL DISTANCE OF 2254.17 FEET,

MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE EAST LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED TO WILLIAM A. JENKINS AND LORI L. JENKINS FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3777987, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 BEARS SOUTH 00°30'29" EAST A DISTANCE OF 30.00 FEET AND SOUTH 88°59'47" WEST A DISTANCE OF 411.00 FEET;

THENCE, DEPARTING SAID RIGHT OF WAY LINE AND ALONG THE EAST AND NORTH LINES OF SAID JENKINS PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 00°30'29" WEST A DISTANCE OF 1279.57 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 FOR THE NORTH EAST CORNER OF SAID JENKINS PARCEL;
 2. SOUTH 89°09'57" WEST A DISTANCE OF 411.00 FEET, MORE OR LESS, TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ALUMINUM CAP MARKED PLS 37971 2022;
 3. SOUTH 89°10'38" WEST A DISTANCE OF 1330.21 FEET, MORE OR LESS, TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937;
- THENCE NORTH 00°23'24" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 1264.89 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 52 AND THE SOUTH LINE OF THE AQUA-HOT ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3952536, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 2001" BEARS NORTH 00°23'24" W A DISTANCE OF 50.00 FEET;

THENCE, 50.00 FEET SOUTH OF AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 3, ALONG THE SOUTH LINE OF SAID AQUA-HOT ANNEXATION, ALONG THE BURKHARDT ANNEXATION ALONG THE SOUTH LINE OF THE PATTERSON ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4343163 AND THE SOUTH LINE OF SAID FORT LUPTON EAST ANNEXATION THE FOLLOWING TWO (2) COURSES AND DISTANCES

1. NORTH 89°21'48" EAST A DISTANCE OF 1328.01 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 3N FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 1998" BEARS NORTH 00°29'40" W A DISTANCE OF 50.00 FEET;
 2. NORTH 89°19'47" EAST A DISTANCE OF 2680.33 FEET TO THE **POINT OF BEGINNING**.
- CONTAINING 181.907 ACRES (7,923,861 SQUARE FEET) OF LAND, MORE OR LESS.

RESOLUTION NO. 2022R060

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS HIGH POINTE HILLS AND SETTING THE PUBLIC HEARING FOR NOVEMBER 1, 2022

WHEREAS, the Fort Lupton City Council has reviewed the annexation petition submitted by Highway 52 General Partnership, L.L.P. for 181.907 acres, more or less, and known as the High Pointe Hills Annexation; and

WHEREAS, the Fort Lupton City Council finds the annexation petition to be complete and in substantial conformance with the requirements of C.R.S. 31-12-107 (1) as amended.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves this Resolution initiating annexation proceedings for the High Pointe Hills Annexation and sets the hearing date for

November 1, 2022 to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 6th DAY OF SEPTEMBER 2022.

s/Zo Hubbard
Zo Hubbard, Mayor

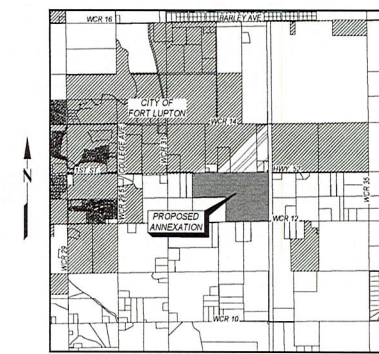
Attest:

s/Maricela Peña
Maricela Peña, City Clerk

Approved as to form:

s/Andy Ausmus
Andy Ausmus, City Attorney

HIGH POINTE ANNEXATION
- TO THE CITY OF FORT LUPTON -
LOCATED IN A PORTION OF THE SOUTH ONE-HALF OF SECTION 3,
TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
PLAN NO. _____ & COZ 2022-_____
PROJECT NO. LUP2022-_____



DESCRIPTION - ANNEXATION

A PLAT OF A PARCEL LOCATED IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 3 AS WITNESSED BY A FOUND 2.5 INCH ALUMINUM CAP MARKED 495 W.C., PLS 2901 1991; THENCE SOUTH 00°09'00" EAST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 52, TO THE SOUTH LINE OF THE FORT LUPTON EAST ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 476541 AND THE POINT OF BEGINNING;

THENCE SOUTH 00°09'00" EAST, DEPARTING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 205.00 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH LINE OF WELD COUNTY ROAD 12 AND THE NORTH LINE OF THE MP ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 450077, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ALLEGIBLE ALUMINUM CAP BEARS SOUTH 00°09'00" EAST A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°59'30" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID MP ANNEXATION, PASSING AT A DISTANCE OF 1332.96 FEET THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND CONTINUING A TOTAL DISTANCE OF 254.17 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE EAST LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED TO WILLIAM A. JENKINS AND LOUI L. JENKINS FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 377861, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 29337 1998 BEARS SOUTH 00°30'29" EAST A DISTANCE OF 30.00 FEET AND SOUTH 89°58'47" WEST A DISTANCE OF 411.60 FEET;

THENCE, DEPARTING SAID RIGHT OF WAY LINE AND ALONG THE EAST AND NORTH LINES OF SAID JENKINS PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 00°00'00" WEST A DISTANCE OF 129.54 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 FOR THE NORTH EAST CORNER OF SAID JENKINS PARCEL;
2. SOUTH 89°09'50" WEST A DISTANCE OF 411.60 FEET, MORE OR LESS, TO THE CENTER SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 2022;
3. SOUTH 89°15'00" WEST A DISTANCE OF 1330.21 FEET, MORE OR LESS, TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 29337;

THENCE NORTH 00°22'00" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 1264.89 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 52 AND THE SOUTH LINE OF THE AQUA HOT ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 392536, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50 W.C., PLS 29337 2001 BEARS NORTH 00°22'24" WEST A DISTANCE OF 50.00 FEET;

THENCE, 50.00 FEET SOUTH OF AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 3, ALONG THE SOUTH LINE OF SAID AQUA HOT ANNEXATION, ALONG THE SOUTH LINE OF THE PATTERSON ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 434783 AND THE SOUTH LINE OF SAID FORT LUPTON EAST ANNEXATION THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 80°27'48" EAST A DISTANCE OF 1328.01 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 30 FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50 W.C., PLS 29337 1998 BEARS NORTH 00°29'40" WEST A DISTANCE OF 50.00 FEET;
2. NORTH 89°19'44" EAST A DISTANCE OF 3840.33 FEET TO THE POINT OF BEGINNING;

CONTAINING 181.987 ACRES (1,803,961 SQUARE FEET) OF LAND, MORE OR LESS

SURVEY NOTES:

1. DATE(S) OF FIELD SURVEY 0510 - 11/2022
2. THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED
3. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
4. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ACKLAM, INC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY, OR TITLE OF RECORD, ACKLAM, INC. RELIED ON THE TITLE COMMITMENT NUMBER A02519846, PREPARED BY OLD REPUBLIC NATIONAL TITLE COMPANY AND UNDERWRITTEN BY OLD TITLE GUARANTEE, DATED OCTOBER 28, 2021.
5. DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GROUND. THE COMBINED FACTOR USED TO OBTAIN GRID DISTANCES IS 0.99997012.
6. THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY GPS OBSERVATIONS AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE U.S.G. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" AND IS REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE EAST BY THE SOUTHEAST CORNER OF SAID SECTION 3 BEING AN ALLEGIBLE 2.5 INCH ALUMINUM CAP AND ON THE WEST BY THE EAST ONE-SIXTEENTH CORNER OF SAID SECTION 3 AND SECTION 10, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING A 2 INCH ALUMINUM CAP MARKED PLS 29337 1998 AND BEARS SOUTH 89°58'47" WEST.
7. ALL REFERENCES MADE HEREON TO BOOK & PAGE, RECEPTION NUMBERS, PLATS, OR MAPS ARE PUBLIC DOCUMENTS FILED FOR RECORD IN WELD COUNTY, COLORADO.

OWNER'S APPROVAL:

KNOWN BY ALL THESE PRESENTS, THAT HIGHWAY 52 PARTNERSHIP BEING THE SOLE OWNER/OWNERS OF THAT PARCEL OF LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE ANNEXED UNDER THE NAME _____

ANNEXATION TO THE CITY OF FORT LUPTON, COLORADO

BY _____

TITLE _____

STATE OF COLORADO)

COUNTY OF WELD)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE ____ DAY OF _____, 20____,

BY: _____ TITLE _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION RECOMMENDATION

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE DESCRIBED PROPERTY WAS RECOMMENDED TO THE FORT LUPTON CITY COUNCIL VIA RESOLUTION NO. _____

RECOMMENDED THIS ____ DAY OF _____, 20____.

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE ____ DAY OF _____, A.D. 20____, AND THAT THE MAYOR AND THE CITY OF FORT LUPTON, AS AUTHORIZED BY ORDINANCE NO. _____ ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

APPROVED THIS ____ DAY OF _____, 20____.

ATTEST: CITY CLERK

MAYOR

SEAL

SURVEYORS CERTIFICATE

I, DOUGLAS W. CHINN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ME TO DETERMINE OWNERSHIP. FURTHERMORE, THIS CERTIFICATE STATES THAT AT LEAST ONE-SIXTH (1/6) OF THE PROPERTY SHOWN HEREON IS CONTIGUOUS WITH THE BOUNDARY OF THE TOWN OF FORT LUPTON.

DOUGLAS W. CHINN,
COLORADO PROFESSIONAL LAND SURVEYOR
NUMBER 37070

FOR AND ON BEHALF OF:

ACKLAM, INC.

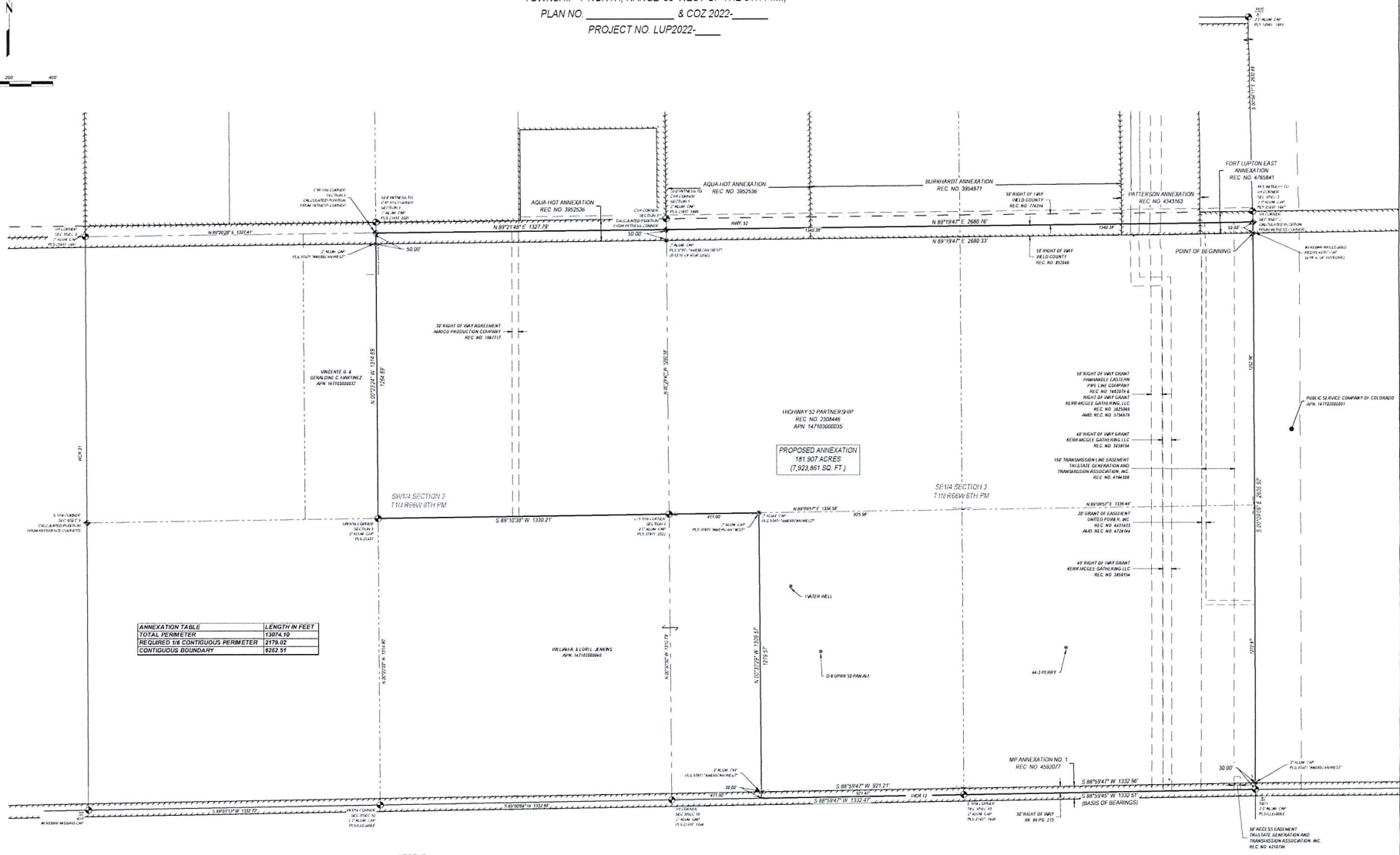
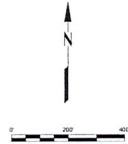
133 S. 27TH AVENUE

BRIGHTON, CO 80601

(303) 659-6267

SCALE: N/A	CLIENT NAME: WESTERN ENGINEERING CONSULTANTS, INC., LLC	SHEET
DATE: 05/03/22	REV # 1 REVISION DATE	
APP NO.: 220027	REV # 1 REVISION DATE	
APP NAME: WESTERN ENGINEERING CONSULTANTS, INC.	ACKLAM, INC.	
DESIGNED BY: JCH	DATE: 05/03/22	133 S. 27TH AVENUE
REV: 1	DATE: 05/03/22	BRIGHTON, CO 80601
REV: 2	DATE: 05/03/22	11713 SHILOH AVENUE
		BRIGHTON, CO 80601
		TEL: 303.659.6267

ANNEXATION
 - TO THE CITY OF FORT LUTON -
 LOCATED IN A PORTION OF THE SOUTH ONE-HALF OF SECTION 3,
 TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
 PLAN NO. _____ & COZ 2022-_____
 PROJECT NO. LUP2022-_____



ANNEXATION TABLE	LENGTH IN FEET
TOTAL PERIMETER	13074.10
REQUIRED 1/4" CONTIGUOUS PERIMETER	2179.00
CONTIGUOUS BOUNDARY	8282.51

LEGEND	
	FOUND SECTION CORNER
	CALCULATED SECTION CORNER
	WITNESS CORNER
	PROPERTY CORNER FOUND AS NOTED
	WELL
	ANNEXATION BOUNDARY
	PARCEL BOUNDARY
	ADJACENT PARCEL LINE
	SECTION LINE
	QUARTER SECTION LINE
	SIXTEENTH SECTION LINE
	RIGHT OF WAY LINE

SCALE: 1"=200'		CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC, LLC		DATE: 02/20/22	REV: 1	REVISION DATE:
JOB NO: 22022		JOB NAME: WESTERN ENGINEERING CONSULTANTS INC, LLC		DRAWN BY: JWH		CHECKED BY: JWH
DATE: 02/20/22		DATE: 02/20/22		DATE: 02/20/22		DATE: 02/20/22
DATE: 02/20/22		DATE: 02/20/22		DATE: 02/20/22		DATE: 02/20/22
DATE: 02/20/22		DATE: 02/20/22		DATE: 02/20/22		DATE: 02/20/22



Planning & Building Department

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Affidavit of Mineral Notice

CERTIFICATION OF NOTICE PURSUANT TO C.R.S. 24-65.5-103

LUP2022-0020

ANX2022-0001

The undersigned applicant, J.R. Osborne, hereby certifies:

- (a) To the best of his or her knowledge, the attached list is a true and accurate list of the names and addresses of all mineral owners and lessees of mineral owners on or under the parcel of land being considered pursuant to C.R.S. 24-65.5-103(1)(a).
- (b) Notice was sent to mineral estate owner(s) by certified mail, return receipt requested, or by a nationally recognized overnight courier not less than 30 days prior to the date scheduled for the initial public hearing by the City of Fort Lupton;
- (c) Notice contained the time and place of the initial public hearing, the nature of the hearing, the location and legal description by section, township, and range of the property that is subject of the hearing, and the name of the applicant. A copy of the notice sent is attached hereto.

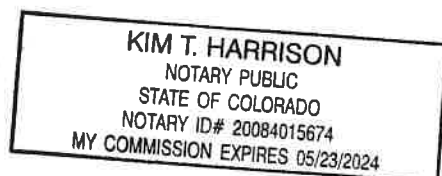
[Signature]
Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by Gene M. Osborne this 14 day of Sept, 2022. Witness my hand and seal.

My commission expires 5/23/2024.

[Signature]
Notary Public

(SEAL)



DATE: 9/13/2022

Notice of Public Hearing – High Pointe Hills Subdivision, Fort Lupton, CO

Kerr-McGee Oil & Gas Onshore LP
Attn: Land Manager/Wattenberg
1099 18th Street
Suite 1800
Denver, CO 80202

Pursuant to the applicable ordinances of the City of Fort Lupton, Colorado, and the applicable statutes of the State of Colorado, notice is hereby given to you, as a Mineral Estate Owner (as such is defined in CRS §24-65.5-102) that the Fort Lupton Planning Commission will consider an Annexation of High Pointe Hills located at the SW corner of Hwy 52 and CR 33.

See Attached Legal Description

Project No: TBD

The Planning meeting will be held on October 13, 2022, at 6:00PM, at City Hall, 130 S. McKinley Ave. with the Fort Lupton Planning Commission.

The City Council Meeting will be held on November 1, 2022 at 6:00PM at City Hall, 130 S. McKinley Ave. with the Fort Lupton City Council.

C3 Construction Management, LLC., is the Applicant. Please address any questions to J.R. Osborne at jr@osbornecos.com or by calling (303) 880-6410.

Very truly yours,

J.R. Osborne
C3 Construction Management

DATE: 9/13/2022

Notice of Public Hearing – High Pointe Hills Subdivision, Fort Lupton, CO

K.P. Kauffman Company, Inc.
1675 Broadway, Suite 2800
Denver, CO 80202

Pursuant to the applicable ordinances of the City of Fort Lupton, Colorado, and the applicable statutes of the State of Colorado, notice is hereby given to you, as a Mineral Estate Owner (as such is defined in CRS §24-65.5-102) that the Fort Lupton Planning Commission will consider an Annexation of High Pointe Hills located at the SW corner of Hwy 52 and CR 33.

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Very truly yours,

J.R. Osborne
C3 Construction Management

DATE: 9/13/2022

Notice of Public Hearing – High Pointe Hills Subdivision, Fort Lupton, CO

RME Petroleum Company
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, TX 77387-9147
Attn: Manager Land, Western Division

Pursuant to the applicable ordinances of the City of Fort Lupton, Colorado, and the applicable statutes of the State of Colorado, notice is hereby given to you, as a Mineral Estate Owner (as such is defined in CRS §24-65.5-102) that the Fort Lupton Planning Commission will consider an Annexation of High Pointe Hills located at the SW corner of Hwy 52 and CR 33.

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Very truly yours,

J.R. Osborne
C3 Construction Management

DATE: 9/13/2022

Notice of Public Hearing – High Pointe Hills Subdivision, Fort Lupton, CO

RME Land Corporation
c/o Anadarko Petroleum Corporation
P.O. Box 9149
The Woodlands, TX 77387-9147
Attn: Manager Property and Rights-of-Way

Pursuant to the applicable ordinances of the City of Fort Lupton, Colorado, and the applicable statutes of the State of Colorado, notice is hereby given to you, as a Mineral Estate Owner (as such is defined in CRS §24-65.5-102) that the Fort Lupton Planning Commission will consider an Annexation of High Pointe Hills located at the SW corner of Hwy 52 and CR 33.

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The City Council Meeting will be held on November 1, 2022, at 6:00PM at City Hall, 130 S. McKinley Ave. with the Fort Lupton City Council.

C3 Construction Management, LLC., is the Applicant. Please address any questions to J.R. Osborne at jr@osbornecos.com or by calling (303) 880-6410.

Very truly yours,

J.R. Osborne
C3 Construction Management

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 The Woodlands, TX 77387-9147

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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 Denver CO 80202

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Sent To
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 City, State, ZIP+4®
 Denver CO 80202

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Public Notice

CITY OF FORT LUPTON
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Fort Lupton is in receipt of an application submitted by Highway 52 General Partnership, L.L.P. for an annexation and initial zoning to the 'A' Agriculture Zone District for a parcel located south and adjacent to Highway 52 and approximately 0.25 miles east of County Road 31 in Weld County, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

The public hearings are to be held before the Planning Commission on Thursday, October 13, 2022, at 6:00 P.M., and before the City Council on Tuesday, November 1, 2022, at 6:00 P.M. or as soon as possible thereafter.

The public hearings shall be held at the Fort Lupton City Hall, 130 S. McKinley Avenue in Fort Lupton, Colorado. In the event that the City Hall is closed to the public at the time of the hearings due to COVID-19, the public hearings will be held remotely, accessible to the public by phone and internet. Information on how to attend the hearings will be provided in the agenda as posted on the City's website, www.fortluptonco.gov.

LEGAL DESCRIPTION

A PARCEL LOCATED IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 3 AS WITNESSED BY A FOUND 2.5 INCH ALUMINUM CAP MARKED 49.5' W.C., PLS 25937 1997'; THENCE SOUTH 00°09'09" EAST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 52, TO THE SOUTH LINE OF THE FORT LUPTON EAST ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4765841 AND THE **POINT OF BEGINNING**:

THENCE SOUTH 00°09'09" EAST, DEPARTING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 2525.93 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH LINE OF WELD COUNTY ROAD 12 AND THE NORTH LINE OF THE MP ANNEXATION NO. 4, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4592077, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ILLEGIBLE ALUMINUM CAP BEARS, SOUTH 00°09'09" E A DISTANCE OF 30.00 FEET;

THENCE SOUTH 88°59'47" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID MP ANNEXATION NO. 4, PASSING AT A DISTANCE OF 1332.96 FEET THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND CONTINUING A TOTAL DISTANCE OF 2254.17 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE EAST LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED TO WILLIAM A. JENKINS AND LORI L. JENKINS FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3777987, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 BEARS SOUTH 00°30'29" EAST A DISTANCE OF 30.00 FEET AND SOUTH 88°59'47" WEST A DISTANCE OF 411.00 FEET;

THENCE, DEPARTING SAID RIGHT OF WAY LINE AND ALONG THE EAST AND NORTH LINES OF SAID JENKINS PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 00°30'29" WEST A DISTANCE OF 1279.57 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 FOR THE NORTH EAST CORNER OF SAID JENKINS PARCEL;

2. SOUTH 89°09'57" WEST A DISTANCE OF 411.00 FEET, MORE OR LESS, TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ALUMINUM CAP MARKED PLS 37971 2022;

3. SOUTH 89°10'38" WEST A DISTANCE OF 1330.21 FEET, MORE OR LESS, TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937;

THENCE NORTH 00°23'24" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 1264.89 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 52 AND THE SOUTH LINE OF THE AQUA-HOT ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3952536, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 2001 BEARS NORTH 00°23'24" W A DISTANCE OF 50.00 FEET;

THENCE, 50.00 FEET SOUTH OF AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 3, ALONG THE SOUTH LINE OF SAID AQUA-HOT ANNEXATION, ALONG THE BURKHARDT ANNEXATION ALONG THE SOUTH LINE OF THE PATTERSON ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4343163 AND THE SOUTH LINE OF SAID FORT LUPTON EAST ANNEXATION THE FOLLOWING TWO (2) COURSES AND DISTANCES

1. NORTH 89°21'48" EAST A DISTANCE OF 1328.01 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 3N FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 1998 BEARS NORTH 00°29'40" W A DISTANCE OF 50.00 FEET;

2. NORTH 89°19'47" EAST A DISTANCE OF 2680.33 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 181.907 ACRES (7,923,861 SQUARE FEET) OF LAND, MORE OR LESS.

RESOLUTION NO. 2022R060

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS HIGH POINTE HILLS AND SETTING THE PUBLIC HEARING FOR NOVEMBER 1, 2022

WHEREAS, the Fort Lupton City Council has reviewed the annexation petition submitted by Highway 52 General Partnership, L.L.P. for 181.907 acres, more or less, and known as the High Pointe Hills Annexation; and

WHEREAS, the Fort Lupton City Council finds the annexation petition to be complete and in substantial conformance with the requirements of C.R.S. 31-12-107 (1) as amended.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves this

Resolution initiating annexation proceedings for the High Pointe Hills Annexation and sets the hearing date for November 1, 2022 to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 6th DAY OF SEPTEMBER 2022.

/s/ Zo Hubbard
Zo Hubbard, Mayor

Attest:

/s/ Marcela Peña
Marcela Peña, City Clerk

Approved as to form:

/s/ Andy Ausmus
Andy Ausmus, City Attorney

Legal Notice No. FLP703
First Publication: September 22, 2022
Last Publication: October 13, 2022
Publisher: Fort Lupton Press

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Bohland, CO 80573

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Planning & Building Department
130 S. McKinley Avenue Phone: 303.857.6694
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortluptonco.gov

**CITY OF FORT LUPTON
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Fort Lupton is in receipt of an application submitted by Highway 52 General Partnership, L.L.P for an annexation and initial zoning to the 'A' Agriculture Zone District for a parcel located south and adjacent to Highway 52 and approximately 0.25 miles east of County Road 31 in Weld County, Colorado, pursuant to the City of Fort Lupton Municipal Code Notice Requirements.

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**ADDITIONAL INFORMATION AND DOCUMENTS ON THIS APPLICATION CAN BE FOUND AT
BIT.LY/DEVELOPMENT AND SCROLLING DOWN TO THE ROW TITLED: HIGH POINTE ANNEXATION & CONCEPT
PLAN**

LEGAL DESCRIPTION

A PARCEL LOCATED IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 3 AS WITNESSED BY A FOUND 2.5 INCH ALUMINUM CAP MARKED 49.5' W.C., PLS 25937 1997", THENCE SOUTH 00°09'09" EAST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 52, TO THE SOUTH LINE OF THE FORT LUPTON EAST ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4765841 AND THE **POINT OF BEGINNING:** THENCE SOUTH 00°09'09" EAST, DEPARTING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 2525.93 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH LINE OF WELD COUNTY ROAD 12 AND THE NORTH LINE OF THE MP ANNEXATION NO.4, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4592077, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ILLEGIBLE ALUMINUM CAP BEARS, SOUTH 00°09'09" E A DISTANCE OF 30.00 FEET;
THENCE SOUTH 88°59'47" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID MP ANNEXATION NO. 4, PASSING AT A DISTANCE OF 1332.96 FEET THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND CONTINUING A TOTAL DISTANCE OF 2254.17 FEET,

MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE EAST LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED TO WILLIAM A. JENKINS AND LORI L. JENKINS FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3777987, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 BEARS SOUTH 00°30'29" EAST A DISTANCE OF 30.00 FEET AND SOUTH 88°59'47" WEST A DISTANCE OF 411.00 FEET;

THENCE, DEPARTING SAID RIGHT OF WAY LINE AND ALONG THE EAST AND NORTH LINES OF SAID JENKINS PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 00°30'29" WEST A DISTANCE OF 1279.57 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 FOR THE NORTH EAST CORNER OF SAID JENKINS PARCEL;
2. SOUTH 89°09'57" WEST A DISTANCE OF 411.00 FEET, MORE OR LESS, TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ALUMINUM CAP MARKED PLS 37971 2022;
3. SOUTH 89°10'38" WEST A DISTANCE OF 1330.21 FEET, MORE OR LESS, TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937;

THENCE NORTH 00°23'24" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 1264.89 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 52 AND THE SOUTH LINE OF THE AQUA-HOT ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3952536, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 2001" BEARS NORTH 00°23'24" W A DISTANCE OF 50.00 FEET;

THENCE, 50.00 FEET SOUTH OF AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 3, ALONG THE SOUTH LINE OF SAID AQUA-HOT ANNEXATION, ALONG THE BURKHARDT ANNEXATION ALONG THE SOUTH LINE OF THE PATTERSON ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4343163 AND THE SOUTH LINE OF SAID FORT LUPTON EAST ANNEXATION THE FOLLOWING TWO (2) COURSES AND DISTANCES

1. NORTH 89°21'48" EAST A DISTANCE OF 1328.01 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 3N FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 1998" BEARS NORTH 00°29'40" W A DISTANCE OF 50.00 FEET;
2. NORTH 89°19'47" EAST A DISTANCE OF 2680.33 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 181.907 ACRES (7,923,861 SQUARE FEET) OF LAND, MORE OR LESS.

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF FORT LUPTON, COLORADO

We, the undersigned landowners, in accordance with Colorado law, hereby petition the City of Fort Lupton and its City Council for annexation to the City of Fort Lupton of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Weld and the State of Colorado, and to be known as the **High Pointe Hills** Annexation to the City of Fort Lupton.

As part of this petition, your petitioners further state to the City Council that:

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Fort Lupton.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Fort Lupton or will be contiguous with the City of Fort Lupton within such time as required by Section 31-12-104.
 - b. A community of interest exists between the area proposed to be annexed and the City of Fort Lupton.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Fort Lupton.
 - e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way.
 - f. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprises twenty acres or more, and, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - g. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for the annexation of such area to another municipality. The area proposed to be annexed is not part of any incorporated city, city and county, or town.

- h. The territory proposed to be annexed does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Fort Lupton was held within the twelve months preceding the filing of this petition.
 - i. The annexation of the area proposed to be annexed will not result in the detachment of said area from any school district.
 - j. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Fort Lupton more than three miles in any direction from any point of the boundary of the City of Fort Lupton in any one year.
 - k. The territory to be annexed is 183 acres, more or less, in total area.
 - l. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105 (1) (e), C.R. S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Fort Lupton, and the proposed land uses for the area.
 - m. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Fort Lupton.
 - n. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S..
3. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the landowners and own more than fifty percent (50%) of the property, excluding public streets and alleys and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.
4. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of fifteen (15) copies of an annexation map shall be submitted to the City, produced with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, on a reproducible medium with outer dimensions of twenty-four (24) by thirty-six (36) inches, containing the following information:
- a. The date of preparation, the scale and a symbol designating true north.
 - b. The name of the annexation.
 - c. The names, addresses and phone numbers of the applicant and the firm or person responsible for preparing the annexation map.
 - d. The legal description.
 - e. Distinction of the boundary that is contiguous to the City and the length of same.
 - f. Lot and block numbers if the area is already platted.
 - g. Existing and proposed easements and rights-of-way.

- h. Existing and requested zoning and acreage of each requested zone.
 - i. Ownership of all parcels within and adjacent to the annexation.
 - j. Appropriate certification blocks as directed by the Planning Department.
- 5. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of fifteen (15) copies of a master plan shall be submitted to the City of Fort Lupton, produced with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet, on a reproducible medium with outer dimensions of twenty-four (24) by thirty-six (36) inches, containing the following information.
 - a. The date of preparation, the scale and a symbol designating true north.
 - b. The name of the annexation.
 - c. The names, addresses and phone numbers of the applicant and the firm or person responsible for preparing the master plan.
 - d. Existing and proposed easements and rights-of-way.
 - e. Block numbers and lot numbers with approximate dimensions.
 - f. Proposed gross and net residential density.
 - g. Existing watercourses with adequate easements for flood control.
 - h. Designation of all public sites to be reserved and dedicated.
 - i. Existing two-foot contours.
 - j. Appropriate certification blocks as directed by the Planning Department.
- 6. At least fifteen (15) days prior to the presentation of this petition to the Fort Lupton City Council, a minimum of five (5) copies of all required supportive information shall be submitted to the City of Fort Lupton which shall include the following:
 - a. Soils description and limitation.
 - b. Preliminary utility plan.
 - c. Mailing addresses of all property owners within five hundred (500) feet of the annexation.
 - d. Affidavit concerning the amount and historical use of all water rights owned.
 - e. Vicinity map with one and one-half (1 ½) mile radius, at a minimum scale of one (1) inch represents two thousand (2,000) feet.
 - f. Statement on community need for proposed annexation and zoning.
 - g. For all annexations in excess of ten (10) acres, the applicant shall obtain from the school district governing the area to be annexed a statement of the effect of the annexation upon the school district, including an estimate of the number of students generated by the proposed annexation and the capital construction required to educate such students.
- 7. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Fort Lupton, except for general property taxes of the City of Fort Lupton, which shall become effective as of the January 1 next ensuing.

8. The zoning classification requested for the area proposed to be annexed is 'A' Agricultural, as shown on the annexation map attached hereto and incorporated herein.
9. As required by the City of Fort Lupton, an annexation agreement has been or will be executed by the petitioners herein and the City relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
10. As an expressed condition of annexation, landowner(s) consent(s) to petition for inclusion into the Northern Colorado Water Conservancy District and the municipal sub district pursuant to Section 37-45-136 (3.6) C.R.S. to pay the appropriate fees and costs associated with such inclusion. Landowner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, landowner's(s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of landowners(s') lands. Landowner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Landowner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.
11. The non-refundable annexation application fee of \$1,360.00 is tendered herewith.

THEREFORE, the undersigned respectfully petition(s) the City Council of the City of Fort Lupton, to annex the territory described and referred to in Exhibit A to the City of Fort Lupton in accordance with and pursuant to the statutes of the State of Colorado.

Land Owner(s) Name(s) and Signature(s)

William J. Johanningmeier

Mailing Address

1540 Main Street
Ste. 218/303
Windsor, CO
80550

Date of Signing

7/21/2022

HIGHWAY 52 GENERAL PARTNERSHIP, L.L.P.
By: Realty Funding Source, LLC,
as Partnership Manager, By and through
William J. Johanningmeier, on behalf of
JMeier, Inc. Managing Member

The foregoing signature(s) was/were subscribed and sworn to before me this 21 day of July, 2022, by

Witness my hand and official seal.

My commission expires on 8/25/2025.

James Hermle

Notary Public

JAMES HERMLE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214033796
MY COMMISSION EXPIRES 08/25/2025

Land Owned

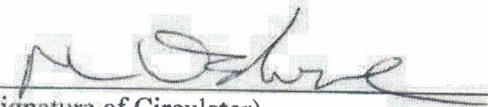
[Exhibit A to the Annexation Petition should exclude public right of way]

If necessary, attach separate sheet.

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

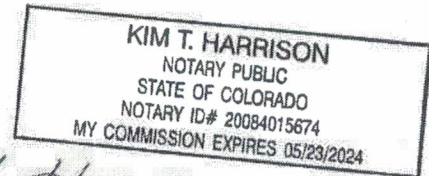
J.R. Osborne being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.


(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 12 day of July, 20 22, by J.R. Osborne.

Witness my hand and official seal.

My commission expires on 5/23/2024.




Notary Public

RESOLUTION NO. 2022R060

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS HIGH POINTE HILLS AND SETTING THE PUBLIC HEARING FOR NOVEMBER 1, 2022

WHEREAS, the Fort Lupton City Council has reviewed the annexation petition submitted by Highway 52 General Partnership, L.L.P. for 181.907 acres, more or less, and known as the High Pointe Hills Annexation; and

WHEREAS, the Fort Lupton City Council finds the annexation petition to be complete and in substantial conformance with the requirements of C.R.S. 31-12-107 (1) as amended.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves this Resolution initiating annexation proceedings for the High Pointe Hills Annexation and sets the hearing date for November 1, 2022 to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 6th DAY OF SEPTEMBER 2022.

City of Fort Lupton, Colorado




Zo Hubbard, Mayor

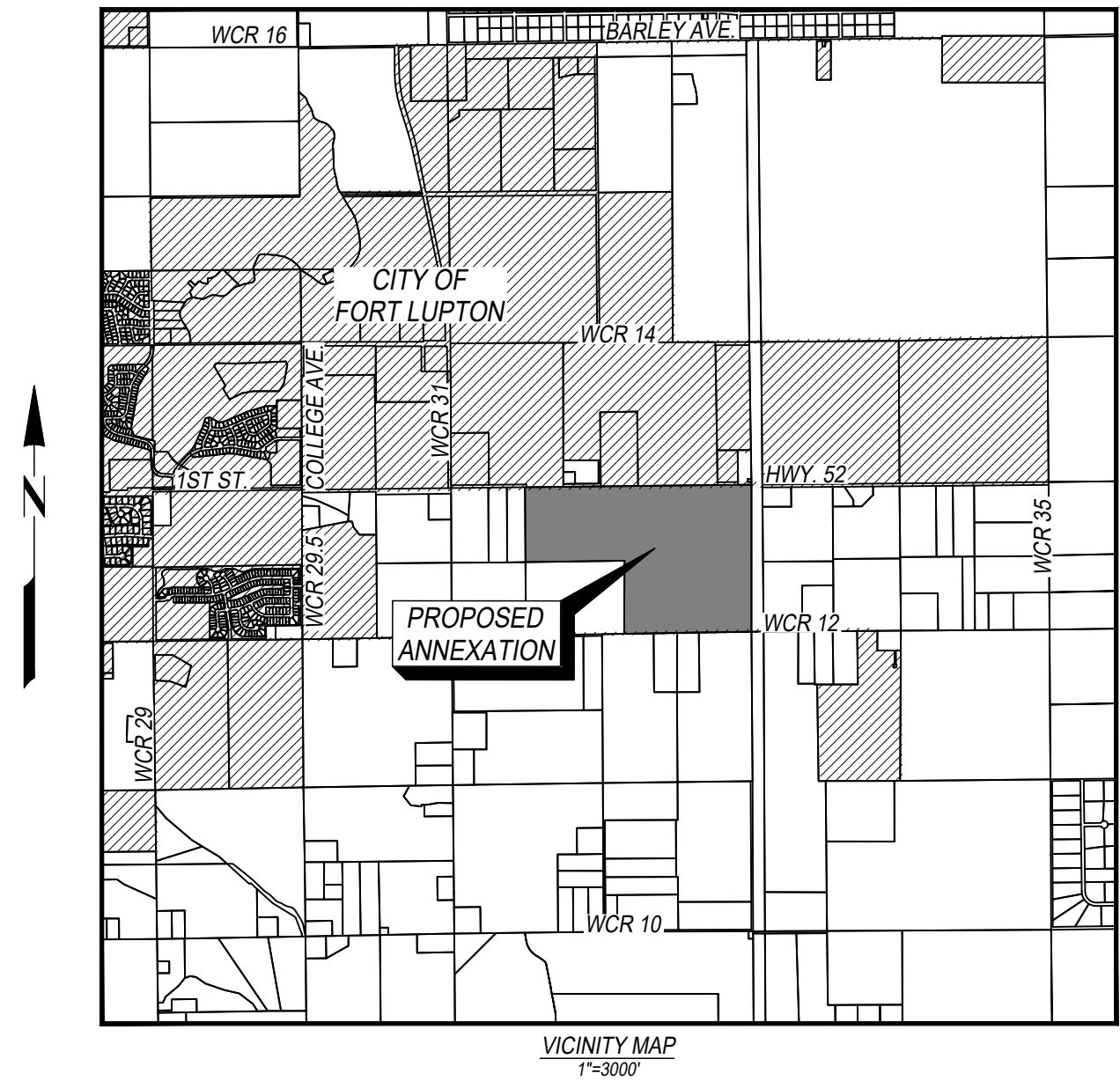
Attest:


Marcela Peña, City Clerk

Approved as to form:


Andy Ausmus, City Attorney

HIGH POINTE ANNEXATION
- TO THE CITY OF FORT LUPTON -
LOCATED IN A PORTION OF THE SOUTH ONE-HALF OF SECTION 3,
TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
PLAN NO. _____ & COZ 2022-_____
PROJECT NO. LUP2022-_____



DESCRIPTION - ANNEXATION

A PARCEL LOCATED IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 3 AS WITNESSED BY A FOUND 2.5 INCH ALUMINUM CAP MARKED 49.5" W.C., PLS 25937 1997; THENCE SOUTH 00°09'09" EAST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 52, TO THE SOUTH LINE OF THE FORT LUPTON EAST ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4765841 AND THE **POINT OF BEGINNING**:

THENCE SOUTH 00°09'09" EAST, DEPARTING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 2525.93 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH LINE OF WELD COUNTY ROAD 12 AND THE NORTH LINE OF THE MP ANNEXATION NO. 4, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4592077, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ILLEGIBLE ALUMINUM CAP BEARS, SOUTH 00°09'09" EAST A DISTANCE OF 30.00 FEET;

THENCE SOUTH 88°59'47" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND ALONG THE NORTH LINE OF SAID MP ANNEXATION, PASSING AT A DISTANCE OF 1332.96 FEET THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND CONTINUING A TOTAL DISTANCE OF 2254.17 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE EAST LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED TO WILLIAM A. JENKINS AND LORI L. JENKINS FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3777987, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 BEARS SOUTH 00°30'29" EAST A DISTANCE OF 30.00 FEET AND SOUTH 88°59'47" WEST A DISTANCE OF 411.00 FEET;

THENCE, DEPARTING SAID RIGHT OF WAY LINE AND ALONG THE EAST AND NORTH LINES OF SAID JENKINS PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- NORTH 00°30'29" WEST A DISTANCE OF 1279.57 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 FOR THE NORTHEAST CORNER OF SAID JENKINS PARCEL;
- SOUTH 89°09'57" WEST A DISTANCE OF 411.00 FEET, MORE OR LESS, TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ALUMINUM CAP MARKED PLS 37971 2022;
- SOUTH 89°10'38" WEST A DISTANCE OF 1330.21 FEET, MORE OR LESS, TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937;

THENCE NORTH 00°23'24" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 1264.89 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 52 AND THE SOUTH LINE OF THE AQUA-HOT ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3952536, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0" W.C., PLS 25937 2001 BEARS NORTH 00°23'24" WEST A DISTANCE OF 50.00 FEET;

THENCE, 50.00 FEET SOUTH OF AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 3, ALONG THE SOUTH LINE OF SAID AQUA-HOT ANNEXATION, ALONG THE SOUTH LINE OF THE PATTERSON ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4343163, ALONG THE SOUTH LINE OF THE BURKHARDT ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3954871 AND THE SOUTH LINE OF SAID FORT LUPTON EAST ANNEXATION THE FOLLOWING TWO (2) COURSES AND DISTANCES

- NORTH 89°21'48" EAST A DISTANCE OF 1328.01 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 3, FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0" W.C., PLS 25937 1998 BEARS NORTH 00°29'40" WEST A DISTANCE OF 50.00 FEET;
- NORTH 89°19'47" EAST A DISTANCE OF 2680.33 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 181.907 ACRES (7,923,861 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEY NOTES:

- DATE(S) OF FIELD SURVEY: 05/10 - 11/2022
- THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ACKLAM, INC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY, OR TITLE OF RECORD, ACKLAM INC. RELIED ON THE TITLE COMMITMENT NUMBER **ABJ25193546**, PREPARED BY OLD REPUBLIC NATIONAL TITLE COMPANY AND UNDERWRITTEN BY LAND TITLE GUARANTEE, DATED **OCTOBER 28, 2021**.
- DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GROUND. THE COMBINED FACTOR USED TO OBTAIN GRID DISTANCES IS 0.998720112.
- THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY GPS OBSERVATIONS AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983, NORTH ZONE" AND IS REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE EAST BY THE SOUTHEAST CORNER OF SAID SECTION 3 BEING AN ILLEGIBLE 2.5 INCH ALUMINUM CAP AND ON THE WEST BY THE EAST ONE-SIXTEENTH CORNER OF SAID SECTION 3 AND SECTION 10, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING A 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 AND BEARS SOUTH 88°59'45" WEST.
- ALL REFERENCES MADE HEREON TO BOOK & PAGE, RECEPTION NUMBERS, PLATS, OR MAPS ARE PUBLIC DOCUMENTS FILED FOR RECORD IN WELD COUNTY, COLORADO.

OWNER'S APPROVAL:

KNOWN BY ALL THESE PRESENTS, THAT HIGHWAY 52 PARTNERSHIP BEING THE SOLE OWNER/OWNER'S OF THAT PARCEL

OF LAND DESCRIBED HEREIN , HAVE CAUSED SAID LAND TO BE ANNEXED UNDER THE NAME _____

ANNEXATION TO THE CITY OF FORT LUPTON, COLORADO

BY: _____

TITLE: _____

STATE OF COLORADO)

)§§

COUNTY OF WELD)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE ____ DAY OF _____, 20__.

BY: _____, TITLE: _____.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION RECOMMENDATION

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE-DESCRIBED PROPERTY WAS RECOMMENDED TO THE FORT LUPTON CITY COUNCIL VIA RESOLUTION NO. _____.

RECOMMENDED THIS ____ DAY OF _____, 202__.

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ANNEXATION MAP OF THE ABOVE-DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE ____ DAY OF ____ A.D., 201_ AND THAT THE MAYOR AND THE CITY OF FORT LUPTON, AS AUTHORIZED BY ORDINANCE NO. ____ ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

APPROVED THIS ____ DAY OF _____, 202__.

ATTEST: CITY CLERK

MAYOR

SEAL

SURVEYORS CERTIFICATE

I, DOUGLAS W. CHINN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ME TO DETERMINE OWNERSHIP. FURTHERMORE THIS CERTIFIES THAT AT LEAST ONE-SIXTH (1/6) OF THE PROPERTY SHOWN HEREON IS CONTIGUOUS WITH THE BOUNDARY OF THE CITY OF FORT LUPTON.

DOUGLAS W. CHINN,
COLORADO PROFESSIONAL LAND SURVEYOR
NUMBER 37070

FOR AND ON BEHALF OF:

ACKLAM, INC.

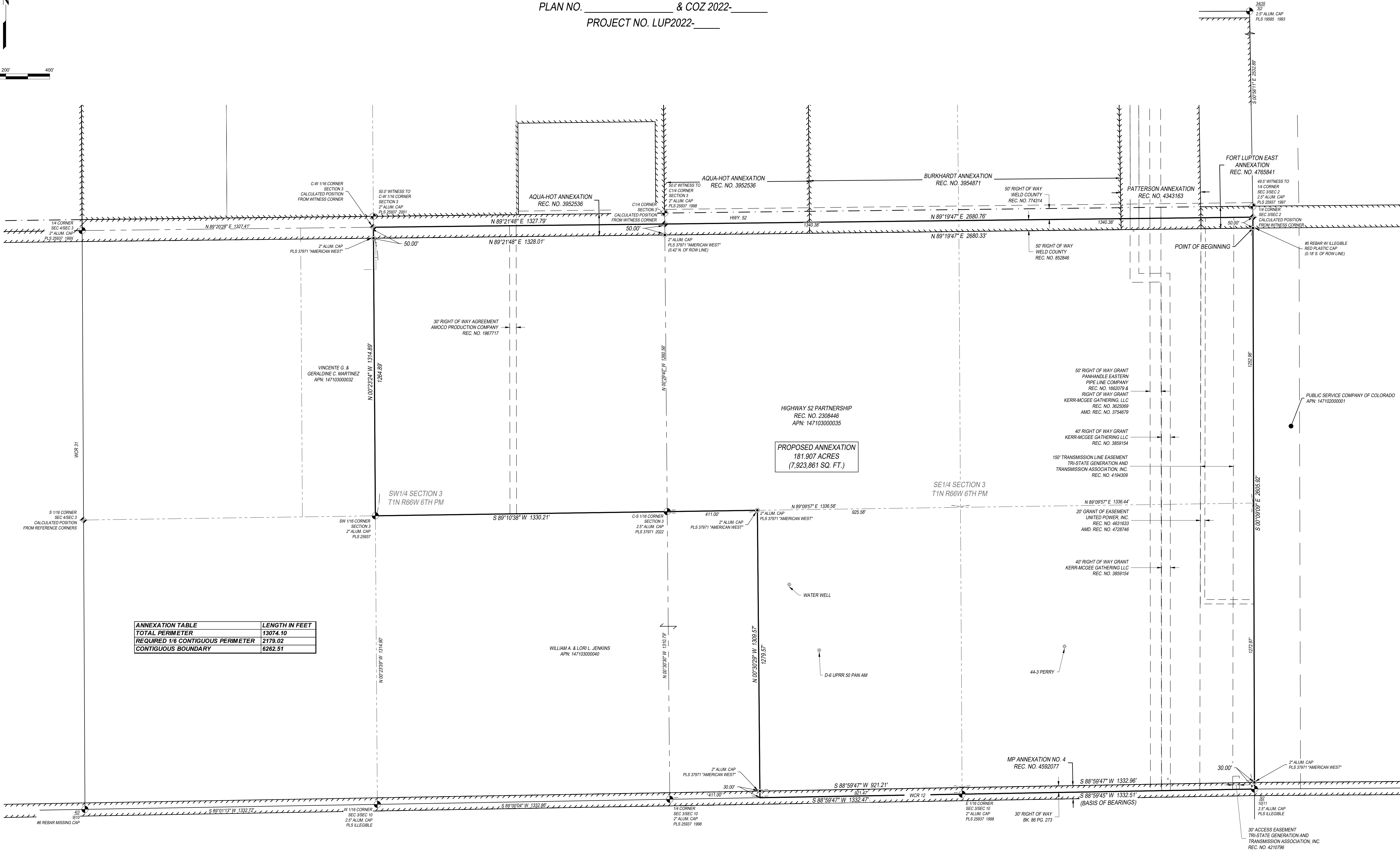
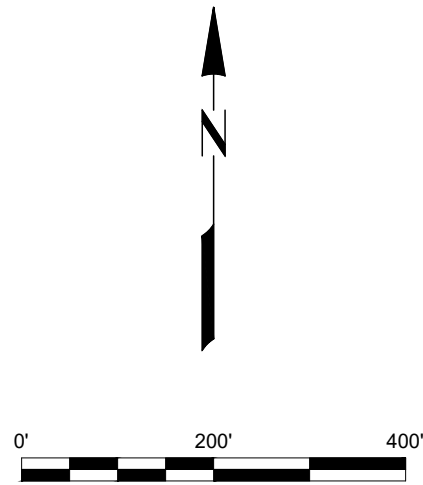
133 S. 27TH AVENUE

BRIGHTON, CO 80601

(303) 659-6267

SCALE: N/A	CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC, LLC			SHEET:
DATE: 05/20/22	REV. #	REVISION DATE	Acklam, Inc. 133 S. 27th Avenue Brighton, CO 80601 11713 Shoreview Overlook Austin, TX 78732 Texas Firm#10154171	1 OF 2
JOB NO.: 229022	A	08/23/22		
JOB NAME: WESTERN EOI OSBORNE 52	CHK	DWC		
DRAWN: JAH				
REV: A				
AFE NO:				

HIGH POINTE ANNEXATION - TO THE CITY OF FORT LUPTON - LOCATED IN A PORTION OF THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M., PLAN NO. _____ & COZ 2022-_____ PROJECT NO. LUP2022-____



ANNEXATION TABLE	LENGTH IN FEET
TOTAL PERIMETER	13074.10
REQUIRED 1/6 CONTIGUOUS PERIMETER	2179.02
CONTIGUOUS BOUNDARY	6262.51

LEGEND	
	FOUND SECTION CORNER
	CALCULATED SECTION CORNER
	WITNESS CORNER
	PROPERTY CORNER FOUND AS NOTED
	WELL
	ANNEXATION BOUNDARY
	PARCEL BOUNDARY
	ADJOINER PARCEL LINE
	SECTION LINE
	QUARTER SECTION LINE
	SIXTEENTH SECTION LINE
	RIGHT OF WAY LINE

SCALE: 1"=200'	CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC, LLC	SHEET:
DATE: 05/2022	REV. #	REVISION DATE
JOB NO.: 229022	A	ADDRESS COMMENTS - 08/23/22
JOB NAME: WESTERN ECI OSBORNE S2	CHK	DWC
DRAWN: JAH		
REV: A		
APP: NO.		
Acklam, Inc. 133 S. 27th Avenue Brighton, CO 80601 11713 Shoreview Overlook Austin, TX 78732 Texas Firm#15184171		2 OF 2

EXHIBIT A

DESCRIPTION – ANNEXATION

A PARCEL LOCATED IN THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 3 AS WITNESSED BY A FOUND 2.5 INCH ALUMINUM CAP MARKED 49.5' W.C., PLS 25937 1997", THENCE SOUTH 00°09'09" EAST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 50.00 FEET , MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 52, TO THE SOUTH LINE OF THE FORT LUPTON EAST ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4765841 AND THE **POINT OF BEGINNING**:

THENCE SOUTH 00°09'09" EAST, DEPARTING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 2525.93 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH LINE OF WELD COUNTY ROAD 12 AND THE NORTH LINE OF THE MP ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4592077, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ILLEGIBLE ALUMINUM CAP BEARS, SOUTH 00°09'09" E A DISTANCE OF 30.00 FEET;

THENCE SOUTH 88°59'47" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND ALONG THE NORT LINE OF SAID MP ANNEXATION, PASSING AT A DISTANCE OF 1332.96 FEET THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND CONTINUING A TOTAL DISTANCE OF 2254.17 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE EAST LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED TO WILLIAM A. JENKINS AND LORI L. JENKINS FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3777987, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 BEARS SOUTH 00°30'29" EAST A DISTANCE OF 30.00 FEET AND SOUTH 88°59'47" WEST A DISTANCE OF 411.00 FEET;

THENCE, DEPARTING SAID RIGHT OF WAY LINE AND ALONG THE EAST AND NORTH LINES OF SAID JENKINS PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1. NORTH 00°30'29" WEST A DISTANCE OF 1279.57 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 FOR THE NORTH EAST CORNER OF SAID JENKINS PARCEL;
- 2. SOUTH 89°09'57" WEST A DISTANCE OF 411.00 FEET, MORE OR LESS, TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2.5 INCH ALUMINUM CAP MARKED PLS 37971 2022;
- 3. SOUTH 89°10'38" WEST A DISTANCE OF 1330.21 FEET, MORE OR LESS, TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, BEING A FOUND 2 INCH ALUMINUM CAP MARKED PLS 25937;

THENCE NORTH 00°23'24" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 1264.89 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 52 AND THE SOUTH LINE OF THE AQUA-HOT ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3952536, FROM WHICH THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 2001" BEARS NORTH 00°23'24" W A DISTANCE OF 50.00 FEET;

THENCE, 50.00 FEET SOUTH OF AND PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 3, ALONG THE SOUTH LINE OF SAID AQUA-HOT ANNEXATION, ALONG THE SOUTH LINE OF THE PATTERSON ANNEXATION, ACCORDING TO THE MAP OR PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4343163 AND THE SOUTH LINE OF SAID FORT LUPTON EAST ANNEXATION THE FOLLOWING TWO (2) COURSES AND DISTANCES

- 1. NORTH 89°21'48" EAST A DISTANCE OF 1328.01 FEET, MORE OR LESS, TO A FOUND 2 INCH ALUMINUM CAP MARKED PLS 37971 ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 3N FROM WHICH THE CENTER ONE-QUARTER CORNER OF SAID SECTION 3, AS WITNESSED BY A FOUND 2 INCH ALUMINUM CAP MARKED 50.0' W.C., PLS 25937 1998" BEARS NORTH 00°29'40" W A DISTANCE OF 50.00 FEET;
- 2. NORTH 89°19'47" EAST A DISTANCE OF 2680.33 FEET TO THE **POINT OF BEGINNING**.

REVISIONS

NO.	DATE	BY	DESCRIPTION

CONTAINING 181.907 ACRES (7,923,861 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEY NOTES:

- 1. DATE(S) OF FIELD SURVEY: 05/10 – 11/2022.
- 2. THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED.
- 3. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 4. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ACKLAM, INC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY, OR TITLE OF RECORD, ACKLAM INC, RELIED ON THE TITLE COMMITMENT NUMBER **ABJ25193546**, PREPARED BY OLD REPUBLIC NATIONAL TITLE COMPANY AND UNDERWRITTEN BY LAND TITLE GUARANTEE, DATED **OCTOBER 28, 2021**.
- 5. DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GROUND. THE COMBINED FACTOR USED TO OBTAIN GRID DISTANCES IS 0.999720112.
- 6. THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY GPS OBSERVATIONS AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983, NORTH ZONE" AND IS REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE EAST BY THE SOUTHEAST CORNER OF SAID SECTION 3 BEING AN ILLEGIBLE 2.5 INCH ALUMINUM CAP AND ON THE WEST BY THE EAST ONE-SIXTEENTH CORNER OF SAID SECTION 3 AND SECTION 10, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING A 2 INCH ALUMINUM CAP MARKED PLS 25937 1998 AND BEARS SOUTH 88°59'45" WEST.
- 7. ALL REFERENCES MADE HEREON TO BOOK & PAGE, RECEPTION NUMBERS, PLATS, OR MAPS ARE PUBLIC DOCUMENTS FILED FOR RECORD IN WELD COUNTY, COLORADO.

REVISIONS

NO.	DATE	BY	DESCRIPTION

PROJ. NO. 229022
PREPARED BY: DOUGLAS W. CHINN
DATE PREPARED: 05/24/2022
FOR AND ON BEHALF OF ACKLAM, INC..
133 S. 27TH AVENUE, BRIGHTON, CO 80601
303.659.6267
Legal Description
PRINTED: 10/4/2022 4:05:00 PM Magaly Morales-Tejada



SUBJECT FOR DISCUSSION

Update to the Letter of Intent with Todd Creek Village Metropolitan District ("Todd Creek") Regarding the Wastewater Collection Service Area Agreement.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City worked with Todd Creek on a Letter of Intent on June 8, 2022. Council approved the letter and the Document was signed for special connector for them with Metro Water Recovery. As Todd Creek works through their connector status with Metro Water Recovery the term sewer service was requested to be changed to wastewater collection service. This is to make it clearer that the intent is for collection services from Todd Creek and the City, not treatment.

FINANCIAL CONSIDERATIONS

None.

LEGAL/POLITICAL CONSIDERATIONS

None.

Attachments:

- Updated LOI

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

LETTER OF INTENT

This non-binding Letter of Intent outlines the proposed terms upon which Todd Creek Village Metropolitan District ("Todd Creek") and the City of Fort Lupton ("Ft. Lupton") may enter into a wastewater collection service area agreement (the "Agreement") for certain property currently located within the 208 boundaries of Ft. Lupton.

1. Service Area Location:

Todd Creek desires to provide wastewater collection service through a special connector agreement with Metro Water Recovery to certain property currently located within the Ft. Lupton 208 boundary (the "Property"). The Property is generally divided into two areas: (i) property south of County Road 6 (the "TCV Area") and (ii) property located north of County Road 6 (the "FLP Area") as depicted on Exhibit A, attached hereto.

2. Service Provider Determination:

All property located within the TCV Area, when developed, shall automatically receive wastewater collection service from Todd Creek. All property located within the FLP Area shall receive wastewater collection service from Ft. Lupton, unless Ft. Lupton otherwise determines to allow Todd Creek to provide wastewater collection service within the FLP Area. Prior to approving development of property within the FLP Area, which will receive wastewater collection service, a determination shall be made by Ft. Lupton as to whether it will provide wastewater collection service or instead allow the property to receive wastewater collection service from Todd Creek.

3. Non-Binding:

This Letter of Intent is intended to provide a basis for further negotiations regarding specific terms and conditions that will be memorialized in a wastewater collection service area agreement between Todd Creek and Ft. Lupton. Nothing contained herein is binding on either Todd Creek or Ft. Lupton. Any binding terms or conditions may only be established through a mutually agreed upon wastewater collection service area agreement entered into by Todd Creek and Ft. Lupton. Neither this Letter of Intent nor any future wastewater collection service agreement is intended to have any negative impact on Ft. Lupton's comprehensive plan, planning rights or planning oversight for the Property. The Parties agree the intent of any wastewater collection service agreement is to replace and restate any prior intergovernmental agreements between the parties.

AGREED AND ACCEPTED AS OF 25 Oct, 2022

Todd Creek Village Metropolitan District

City of Fort Lupton


Zo Hubbard, Mayor

1244:4600.1218938



SUBJECT FOR DISCUSSION

Discussion of the High Pointe Hills Concept Plan

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Applicant has submitted a request for consideration of a Concept Plan. The proposed Concept Plan would provide lots for housing and a significant portion of the development would be dedicated to open space. An Annexation and Change of Zone application has been submitted concurrently with this Concept Plan request.

Pursuant to the Fort Lupton Development Code, Article 2.02 (D), a Concept Plan is an initial review of a proposed development. The Concept Plan phase is an optional step that may be recommended by the Planning Director for complex projects prior to submitting a Preliminary and Final Plan. The intent of this phase of the plan is to provide a general concept that describes the applicants' development vision. A Concept Plan is not intended to provide final comments or requirements, or restrict the City's discretion in subsequent stages of the review process.

The site consists of one parcel of land which is located south and adjacent to State Highway 52 (Parcel No. 147103000035). The northwestern corner of the parcel is approximately one-quarter of a mile east of County Road 31. The property is located in the South Half of Section 3, Township 1 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado.

The Property is surrounded by agricultural and rural residential land uses. There are also several Weld County Use by Special Review permits nearby, including oil and gas wellheads, service lines, and mineral resource facilities.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ATTACHMENTS:

- a. Staff Report
- b. Project Description
- c. Concept Plan
- d. Planning Commission Minutes

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
October 13, 2022**

The Planning Commission of the City of Fort Lupton met in session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the Planning Commission and virtually via GoToMeeting, on Thursday, October 13, 2022.

Chair Mike Simone called the meeting to order at 6:00 p.m.

ROLL CALL

Commissioners Present: Chair Mike Simone, Vice-Chair Bushrod White, Kathy Kvasnicka, Thomas Holton and Jimmy Dominguez.

City Staff Present: Planning Director Todd Hodges, Planner Clay Hartley and Planning Technician Magaly Morales-Tejada.

APPROVAL OF AGENDA

Bush White moved to approve the agenda and Kathy Kvasnicka seconded.

CONSENT AGENDA

Bush White moved to approve the consent agenda and Kathy Kvasnicka seconded.

PUBLIC COMMENT

There was no public comment.

PUBLIC HEARINGS

P2022-018 Coyote Creek PUD Filing No. 5 Preliminary Plat

Planner Clay Hartley presented this item. He stated that the applicant is requesting approval of a preliminary plat for a residential subdivision located in the southwest corner of the Coyote Creek development that will include 61 single-family detached homes, including open space amenity area. The area is zoned PUD Planned Unit Development with residential uses. All notification requirements have been met and the applicant is present to provide a brief presentation.

Kenneth Merritt, the applicant, provided a presentation. He stated that this is the fifth filing for the Coyote Creek Development and will include 61 single-family detached homes

Chair Simone opened up the public comment portion of this hearing at 6:10pm. Hearing none, public comment was closed at 6:11pm.

Chair Simone opened up the hearing to Commissioners comments and questions. Commissioners discussed:

- Maintenance of open space areas
- Sidewalk maintenance along Highway 52
- Conformance with comprehensive plan zoning

With no further discussion, Member White motioned to approved P2022-018 Coyote Creek PUD Filing No. 5 Preliminary Plat. Jimmy Dominguez seconded. Motion passed unanimously.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
October 13, 2022

P2022-019 High Pointe Annexation

Planner Clay Hartley presented this item. He stated that the applicant has submitted a request for annexation of one parcel of land located south and adjacent to State Highway 52 with initial zoning to the 'A' Agriculture Zone District. The parcel is 181.907 acres in size and is contiguous with existing City limits. The annexation meets the goals of the Comprehensive plan. All notification requirements have been met and the applicant is present to provide a brief presentation.

JR Osborne provided a presentation. He stated that the plan for this property once annexed is for a residential subdivision with some commercial acreage, which is the concept plan being presented as a separate agenda item.

Chair Simone opened up the public comment portion of this hearing at 6:30pm.

Janice Wilkin asked if a traffic study had been done, why all neighbors who access County Road 12 had not been notified and if there are any proposed road improvements.

No further public comment was made, the public comment portion of the hearing was closed at 6:32PM.

Chair Simone opened up the discussion to Commissioners comments and questions. Commissioners discussed:

- Current city limits near the property.
- Conformance with the Comprehensive Plan.
- Option to table this hearing to review the concept plan.

With no further discussion, Member White motioned to approve P2022-019 High Pointe Annexation. Member Kvasnicka seconded. Motion passed with 4 yay votes and 1 nay vote.

DISCUSSION ITEMS

High Pointe Concept Plan

Planner Clay Hartley presented this item. He stated that with the new development code in place, concept plans are no longer items that will be voted on and are now discussion items meant to provide Planning Commission an opportunity to provide feedback to the applicant. The proposed concept plan would provide lots for housing and a significant portion of the development would be dedicated to open space. The entire parcel is vacant agricultural land currently, with oil and gas wells in the southern half of the property. The applicant is present to provide a presentation and discuss the concept with commissioners.

JR Osborne, the applicant, provided a presentation. He stated that the concept plan for this property includes 298 residential lots, 2 of which are estate lots and commercial along the Highway 52 corridor. The plan also includes a neighborhood park and open space with trails throughout the property. The bonus density requirements in the Development Code were met in order to propose the 298 lots.

Chair Simone opened up the discussion to Commissioners comments and questions. Commissioners discussed:

- Necessary road improvements
- When a traffic study will be done and what it will address

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
October 13, 2022**

- Wildlife, specifically Eagle, protection
- Proposed lot sizes
- Bonus density requirements
- Possibly moving commercial and the type of allowable commercial
- Internal road and open space maintenance

Chair Simone opened up the discussion for public comment.

Janice Wilkins asked how the road will be laid out and stated that she has concerns with traffic incidents near Mountain Sky and would not like to see the same with this development.

Chris Barker asked about the usability on the open space pipe lines, where non-potable water comes from and if there are available utilities down County Road 12 or Highway 52.

The applicants acknowledged the Commissioner's and Public's concerns and stated they would use the feedback received to continue working on the plans for this development.

Review of Meeting Discussion

A review of meeting discussion took place.

FUTURE BUSINESS

The next meeting of the Planning Commission will be on October 13, 2022 at 6:00 PM.

ADJOURNMENT

Chair Simone adjourned the meeting at 7:03 PM.

Submitted by

Magaly Morales-Tejada, Planning Technician

Approved by Planning Commission

Mike Simone, Chair

HIGH POINTE HILLS CONCEPT PLAN STAFF REPORT
PROJECT NO. LUP2021-0027 / PLAN NOS. ANX2022-0001 & SPL2022-0004

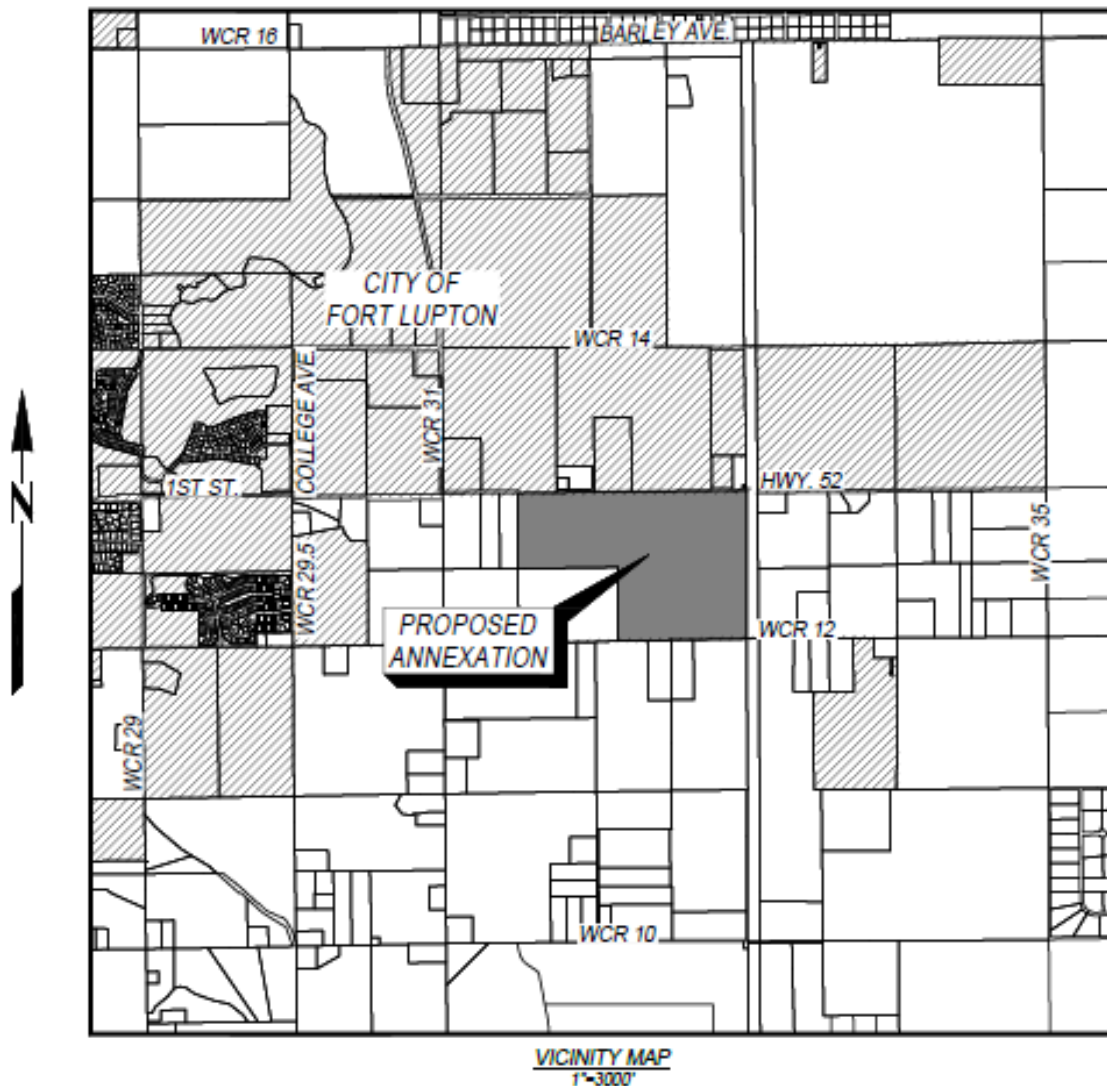
PROJECT DESCRIPTION

Project No.: LUP2022-0020 / Plan Nos. ANX2022-0001 & SPL2022-0004

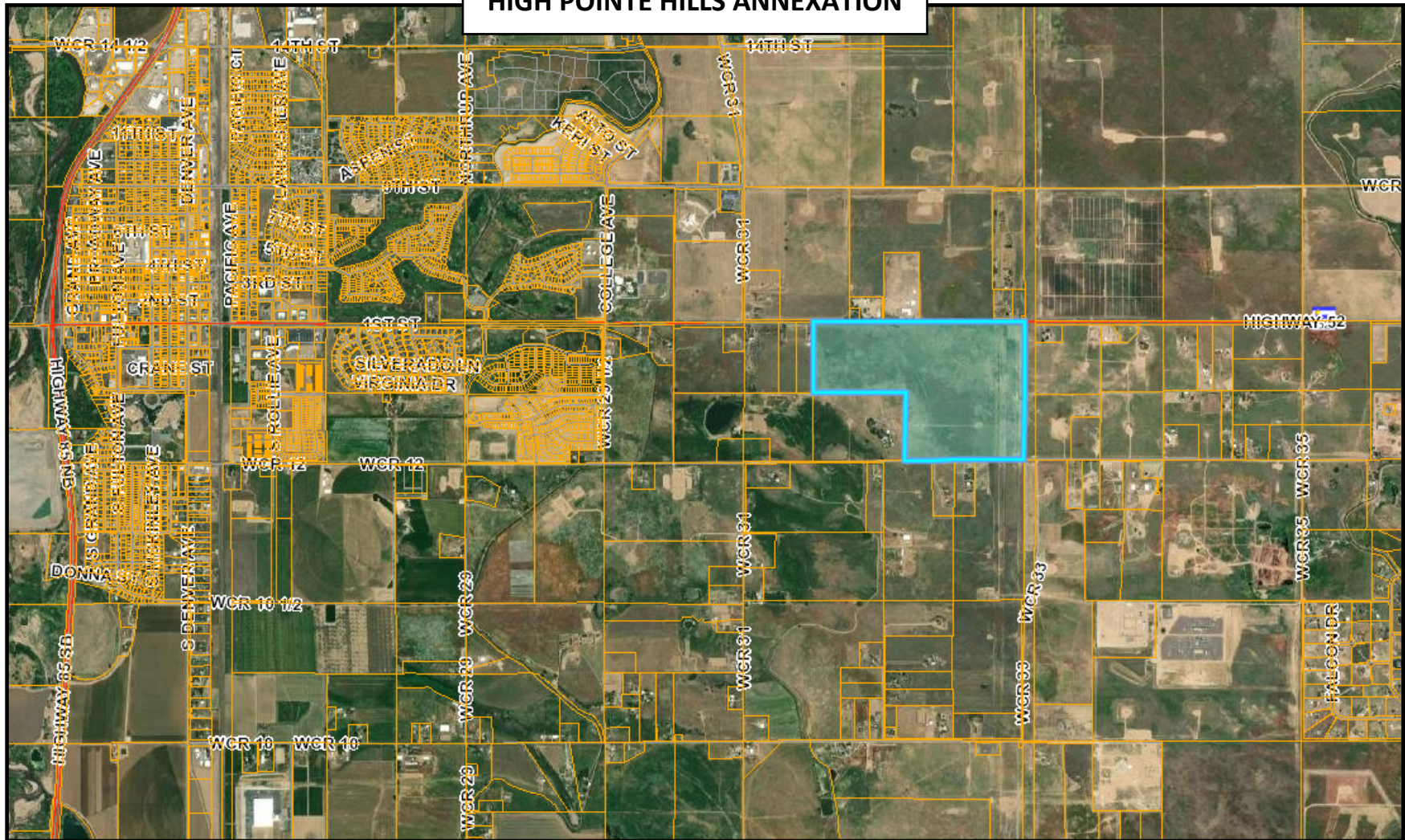
Project name: High Pointe Hills Annexation and Initial Zoning

Owner's Name: Highway 52 General Partnership, L.L.P. ("Applicants")

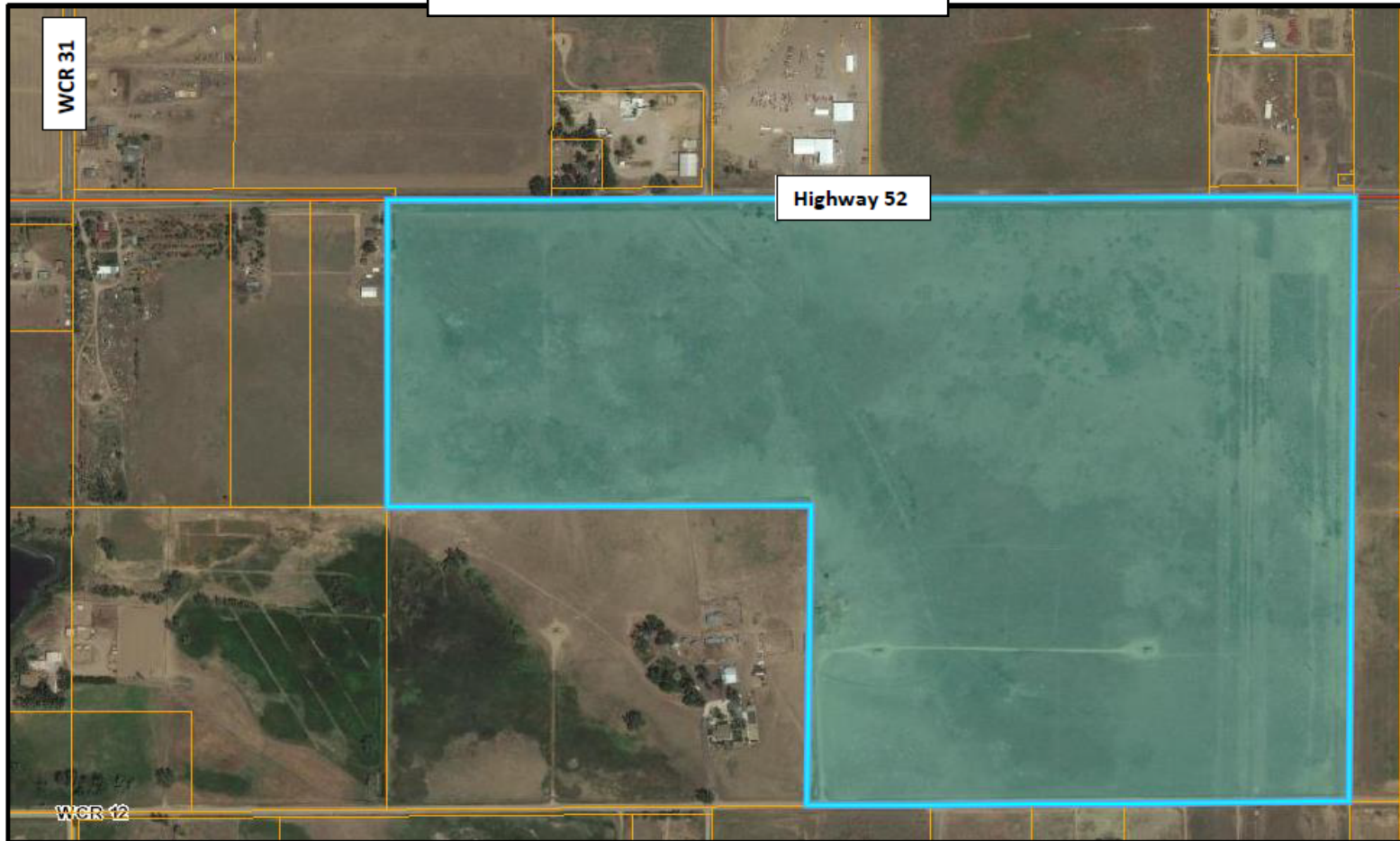
Representative: J.R. Osborne



HIGH POINTE HILLS ANNEXATION



HIGH POINTE HILLS ANNEXATION

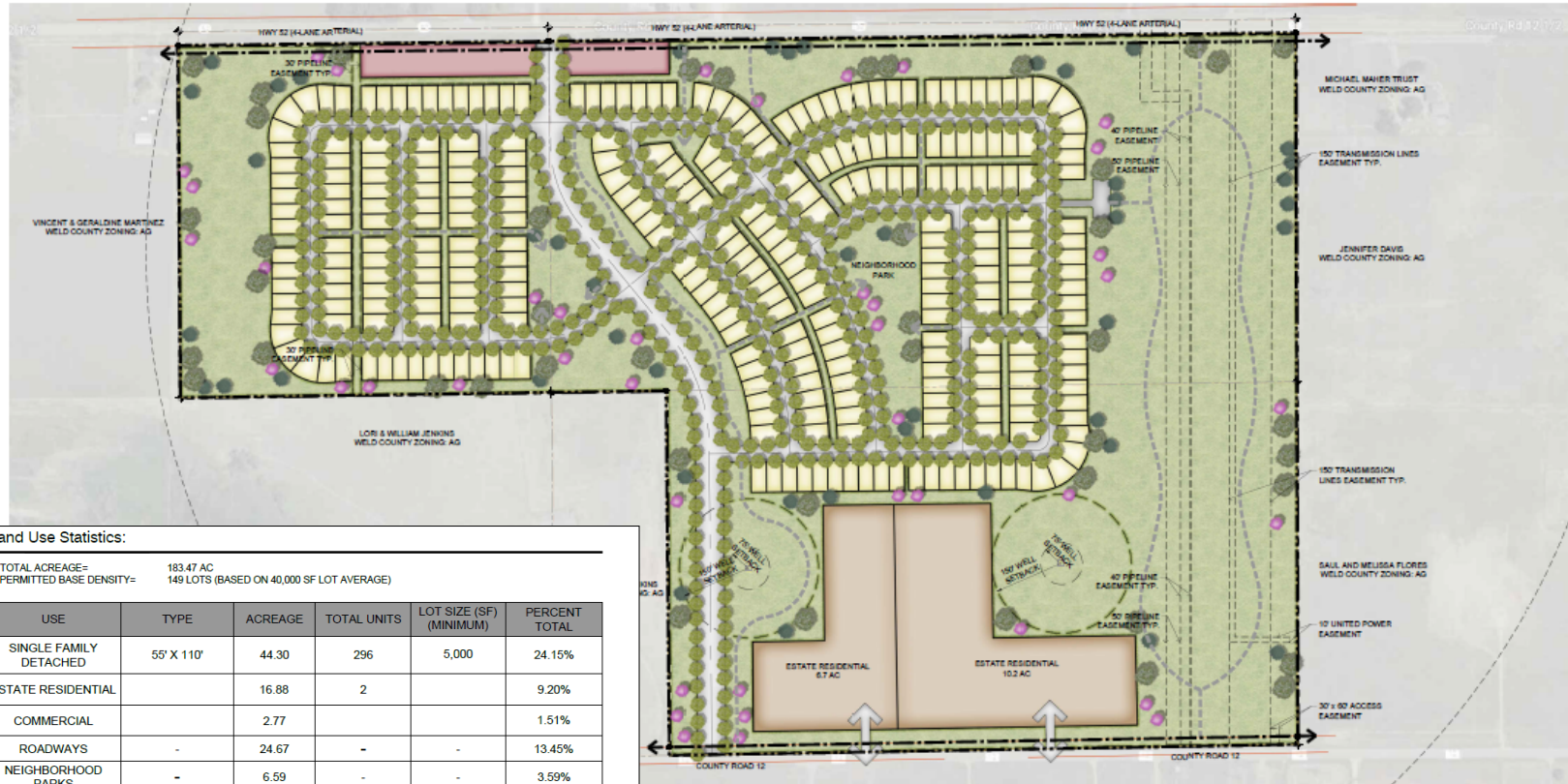


HIGH POINTE HILLS CONCEPT PLAN

Fort Lupton, Colorado

Project No. LUP2022-xxxx

Plan No. SPL2022-xxxxx



Land Use Statistics:

TOTAL ACREAGE= 183.47 AC
PERMITTED BASE DENSITY= 149 LOTS (BASED ON 40,000 SF LOT AVERAGE)

USE	TYPE	ACREAGE	TOTAL UNITS	LOT SIZE (SF) (MINIMUM)	PERCENT TOTAL
 SINGLE FAMILY DETACHED	55' X 110'	44.30	296	5,000	24.15%
 ESTATE RESIDENTIAL		16.88	2		9.20%
 COMMERCIAL		2.77			1.51%
ROADWAYS	-	24.67	-	-	13.45%
NEIGHBORHOOD PARKS	-	6.59	-	-	3.59%
OPEN SPACE	-	86.87	-	-	47.34%
TRAILS	-	1.39	-	-	0.76%
TOTAL		183.47	298		100.00%



Location of Request:

The site consists of one parcel of land which is located south and adjacent to State Highway 52 (Parcel No. 147103000035). The northwestern corner of the parcel is approximately one-quarter of a mile east of County Road 31. The property is located in the South Half of Section 3, Township 1 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado.

The Property is directly surrounded by agricultural and rural residential land uses. There are also several Weld County Use by Special Review permits nearby including oil and gas wellheads, service lines, and mineral resource facilities.

Nature of Request:

The Applicant has submitted a request for consideration of a concept plan. The proposed Concept Plan would provide lots for housing and a significant portion of the development would be dedicated to open space. An annexation application has been submitted concurrently with this concept plan request.

Site Size: Subject Property: 181.907 acres, more or less;

Proposed Zone District: 'A' Agriculture Zone District designation for Annexation purposes. The Concept Plan is for a residential development.

Concept Land Use Plan: The Applicant has indicated that the intended use for this property, if the annexation is allowed to go forward, will be for a residential subdivision.

Existing Use: The entire parcel is vacant agricultural land currently, with oil and gas wells in the southern half of the property.

Hearing Dates: Planning Commission – October 13, 2022 at 6:00 PM; and
City Council – November 1, 2022 at 6:00 PM.

Hearing Location: Fort Lupton City Hall – Council Chambers, 130 S. McKinley Ave., Fort Lupton, Colorado or Virtually via GoToMeeting.

SUMMARY OF PREVIOUS APPLICATIONS

To staff's knowledge, there are no prior applications for these properties through the City of Fort Lupton.

APPLICATION PROCESS

The Planning Commission's review of the High Pointe Hills Concept Plan is intended to be an open exchange of ideas where the Commission members are encouraged to discuss any issues, questions or concerns with the Applicant and staff. Pursuant to Article 2.08 (D) of the Fort Lupton Development Code, review of a Concept Plan shall not require any approval, but merely provides general consensus and offers the applicant direction for preparing a formal Preliminary and Final Plat. Therefore, the Planning Commission shall evaluate the Concept Plan and all comments by referral agencies, and provide input to the Applicant. All information provided to the Applicant will become part of the record

and will inform the discussion with City Council regarding this Concept Plan. The purpose of this process is to achieve a project that satisfies the goals of the Fort Lupton Comprehensive Plan and the priorities of the community.

In providing input for this Concept Plan, the City shall use the following review criteria:

1. The proposed public benefits of accommodating the concept.
2. Whether the proposed plan is compatible with the surrounding neighborhoods.
3. If the creation of this development will be beneficial to the community.

NOTIFICATION REQUIREMENTS

No notifications are required for a Concept Plan. All notification requirements of annexations were met, including posting notice of the hearings on the property at least 15 days prior to this public hearing, mailing notice to property owners within 500 feet of the site, and the publishing notice of the hearing in the Fort Lupton Press for four consecutive weeks, with the first publication being at least 30 days prior to the City Council public hearing.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

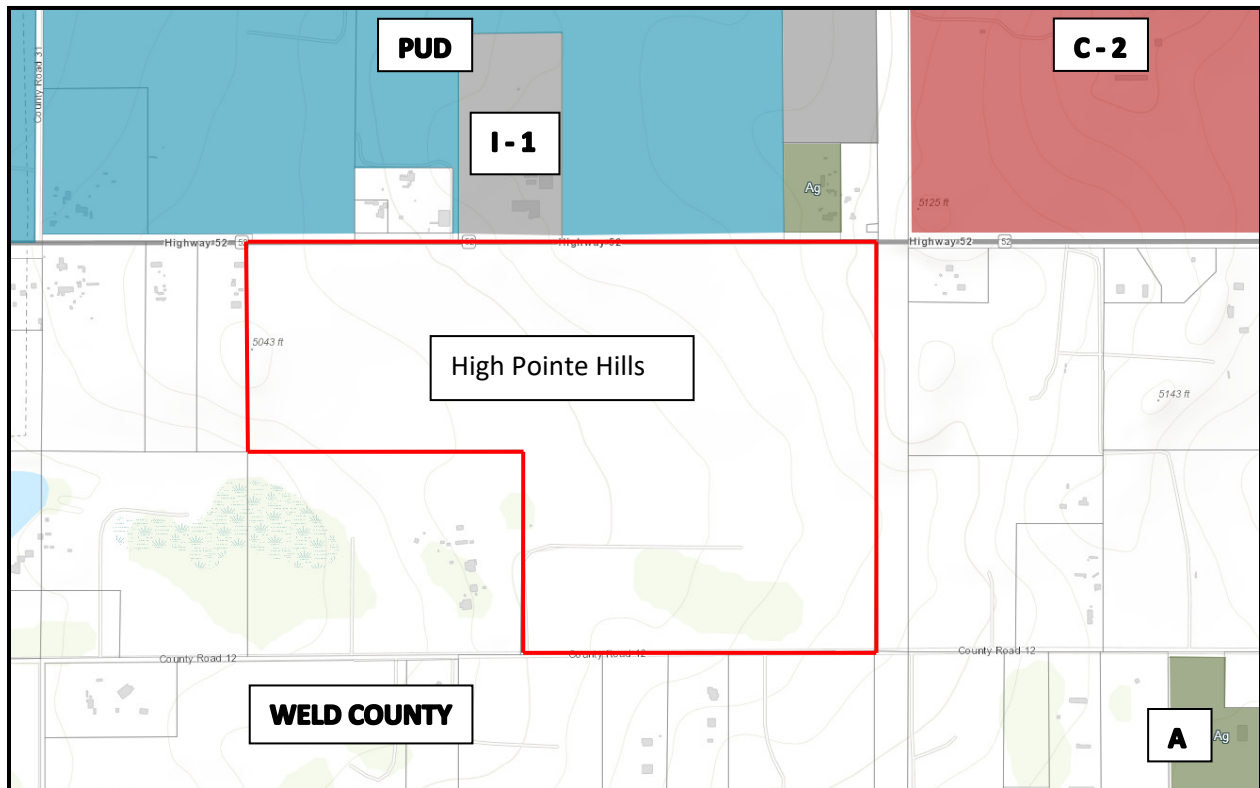
Pursuant to the Fort Lupton Development Code Article 2.02 (D), a Concept Plan is an initial review of a proposed development. The Concept Plan phase is an optional requirement that may be recommended by the Planning Director for complex projects prior to submitting a preliminary and final plan. The intent of this phase of the plan is to provide a general concept that describes the applicants' development vision. A Concept Plan is *not* intended to provide final comments or requirements, or restrict the City's discretion in subsequent stages of the review process.

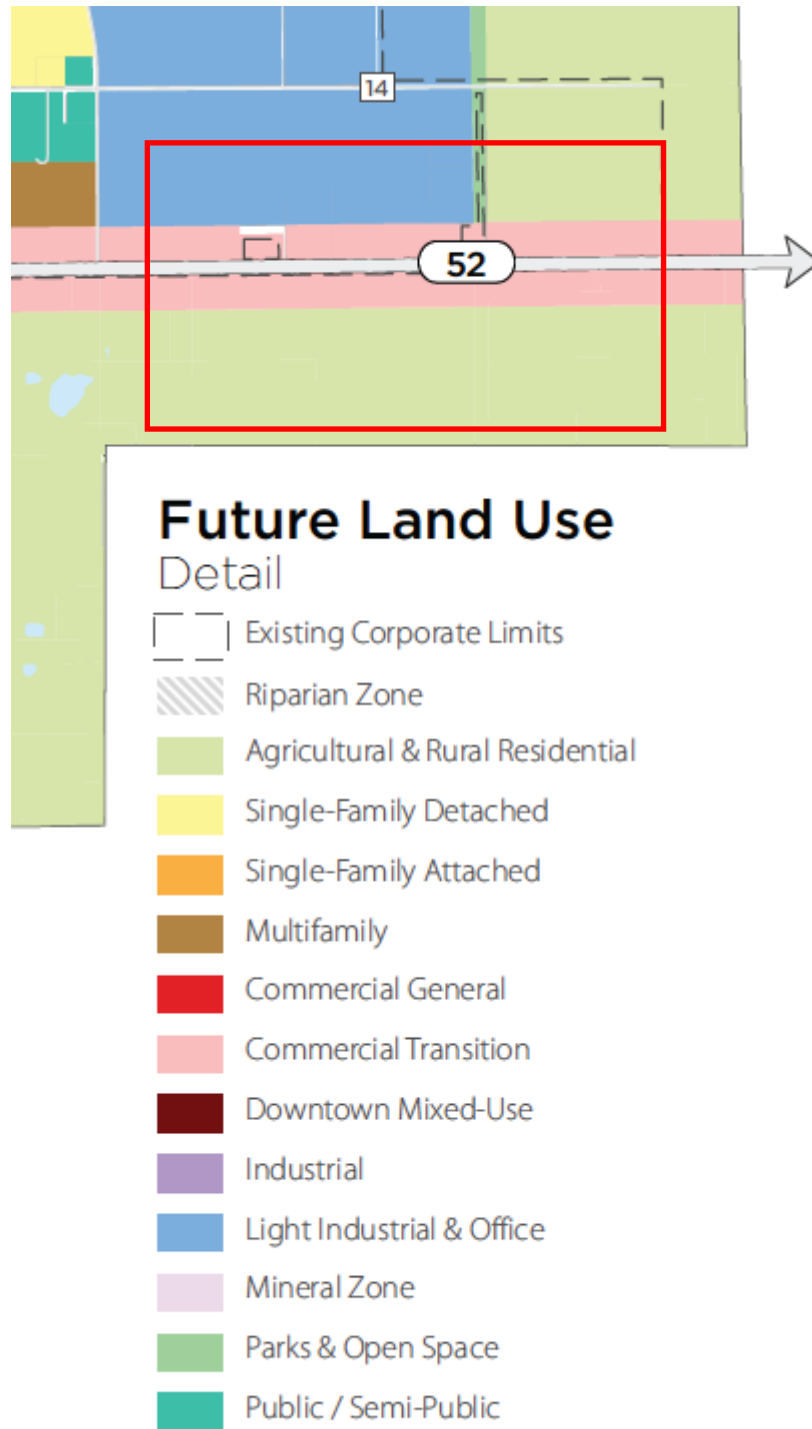
EXISTING CONTEXT

The property is surrounded on all sides by agricultural land uses. West, south, and east of the property are within unincorporated Weld County. The area to the north is zoned as a PUD. There are some industrial properties to the north as well.

CURRENT ZONING

	EXISTING ZONING	EXISTING LAND USE
NORTH	PUD / I - 1	Agriculture / Industrial
SOUTH	Unincorporated Weld County	Agriculture
EAST	Unincorporated Weld County	Agriculture
WEST	Unincorporated Weld County	Agriculture





CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Fort Lupton Comprehensive Plan designates much of this area as Commercial Transition along the Highway 52 corridor within its Future Land Use Map. The land that extends to the north is dedicated to

light industrial and office uses. The areas to the south are intended as agricultural and rural residential land use types.

Future uses in this part of Fort Lupton were planned to preserve a generally rural character while providing space for growth. High Pointe Hills proposes higher density development, but reserves a large portion of the property for public open space. Open and expansive greenspace would have the added effect of preserving much of the rural character of this new area of Fort Lupton. While the commercial goals of the Comprehensive Plan for this region may not be realized immediately, the added rooftops have the potential to attract business and investment. The north side of Highway 52 is currently undeveloped and could be used for commercial purposes in the future.

Semi-rural properties are also present and identified as Estate Zoning. These sections may be built as larger lot, single-family homes.

The proposed 'A' Agricultural Zone District is transitional and intended as temporary zoning until final uses are determined.

REFERRALS

Building Inspector	OMI	City Attorney
GIS Specialist	Police Chief	Public Works Director
Fort Lupton Fire Protection District	Finance Director	United Power
Comcast	CenturyLink	Xcel Energy
Postmaster	Weld County Department of Planning	Weld County Dept. of Public Health & Env.
Weld County School District RE-8	NCWCD	CDOT
Colorado DRMS	Weld County Public Works	Weld County GIS
Town of Firestone	Central Weld Water District	Fulton Ditch Company
State Geologist		

Referrals were provided to the list above.

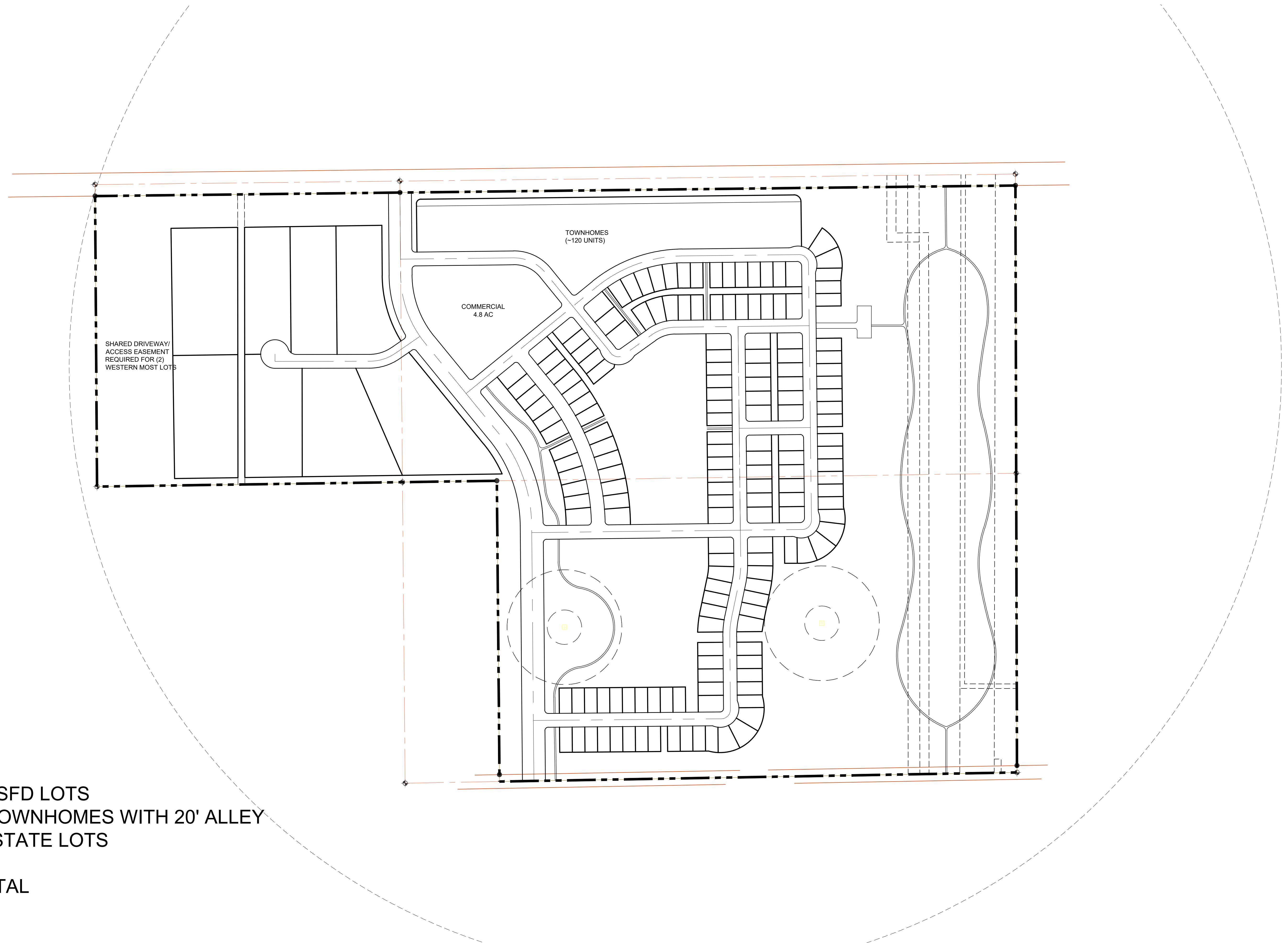
Additional documents are available for review at

<https://www.fortluptonco.gov/DocumentCenter/Index/699>

High Pointe Plains: Sketch Plan Narrative July 25, 2022

The intent of this project is to provide a high-quality residential subdivision that provides a safe and efficient transportation network that accommodates pedestrians, vehicles, and bicycles. The proposed development is designed to provide continuous, direct, convenient, and safe pedestrian pathways throughout the site with the ability to connect to future adjacent subdivisions and development.

The development reserved more than 50% of the site to be open space which includes native plantings with a focus and emphasis on enhanced planting. Although not yet annexed, the development has complied with the Fort Lupton Parks & Trails Master Plan by including extensions of the connector trails along HWY 52 and County Road 12. In addition, the development includes a centrally located neighborhood park surrounded by a robust internal trail network. The proposed parks, open space and trails within the development will provide high quality recreational opportunities for neighborhood residents and also create connections to future neighborhoods and uses beyond our project boundaries.



(170) 55X110 SFD LOTS
(120) 20X90 TOWNHOMES WITH 20' ALLEY
(8) ~2.5 AC ESTATE LOTS

298 LOTS TOTAL



Upcoming Events

November 1, 2022	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
November 8, 2022	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m. and Election Day, 203 S. Harrison Ave. Voting closes at 7 p.m.
November 11, 2022	City Offices Closed in Observance of Veteran's Day
November 15, 2022	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
November 24-25, 2022	City Offices Closed in Observance of Thanksgiving Day
November 29, 2022	Special Meeting followed by Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
December 3, 2022	Cookies & Cocoa with Santa, 425 S. Denver Ave. 10:00 a.m- 12:00 p.m.
December 6, 2022	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.

