



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, June 20, 2023
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

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 Hubbard

Approval of Agenda

Review of Accounts Payables

a. June 20, 2023 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. AM 2023-093 Accepting an Application and Approving a Resolution Establishing All of the City of Fort Lupton as the Neighborhood for the Application Submitted by Everyday Stores LLC dba Everyday 5722 for a Fermented Malt Beverage and Wine License at 104 Denver Ave. and Setting a Public Hearing for July 18, 2023, for Consideration of the Application**
- b. AM 2023-094 Adopting an Ordinance to Accept Public Right of Way from Sphere Renewables LLC**
- c. AM 2023-095 Accepting a Public Improvements Agreement with Sphere Renewables Manufacturing for the Extension of Water, Sewer, Storm, and Roadway**
- d. AM 2023-096 Approve Crossing Agreement for Force Main from The Wastewater Treatment Plant with Sakata Farms for The Ditch Crossings**
- e. AM 2023-099 Approve Structure Agreement for Well (W-125) at the Perry Pit with Holcim-WCR, Inc. for the Wattenburg Lakes Mine**
- f. AM 2023-103 Accepting the Revitalizing Main Streets Opportunity 2 Program Grant from Colorado Department of Transportation (CDOT) to Reconstruct the Sidewalks on Harrison Avenue for a Maximum Grant Amount of \$250,000.00 with a 10 Percent Matching Funds**
- g. AM 2023-104 Accepting a Proposal from A to Z Recreation for the Community Center Park Renovation Project Playground Equipment / Installation for an amount not to exceed \$471,846.50 to be paid from the GOCO Grant Account (\$300,000) and Weld Trust Grant Account (\$171,846.50)**

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 Hubbard

- a. AM 2023-097 Approving a Resolution for Vista Meadows Preliminary Plat and PUD Plan
- b. AM 2023-101 Approving a Resolution for Vista Meadows Final Plat and PUD Plan

Action Memorandum

- a. AM 2023-098 Award of Contract to Burns and McDonnell for Engineering Services for Phase 1 of the Elevated Water Storage Tank Design for an Amount Not to Exceed \$249,260.00 from the Utility Fund - Water Line Repairs
- b. AM 2023-100 Approval of the Revised Subdivision Improvements Agreement between the City of Fort Lupton and GAO Holdings, LLC, for the Vista Meadows Filing No. 1 Final Plat
- c. AM 2023-102 Approval of Addendum to Joint City and Weld Re8 IGA for Outlining Library Services

Staff Reports

Mayor/Council Reports

Future City Events

- a. June 20, 2023 Upcoming Events

Upcoming Meetings

- a. June 27, 2023- Town Hall Meeting (CANCELED)
July 5, 2023 - City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
July 11, 2023 - Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Check Report

City of Fort Lupton

By Check Number

Date Range: 06/07/2023 - 06/20/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Golf Course-Golf Course						
001301	AAA AUTO PARTS INC	06/13/2023	Regular	0.00	49.06	85917
171788	Invoice	06/06/2023	GOLF-HYD HOSE FITTINGS-MAINT	0.00	43.50	
171839	Invoice	06/06/2023	GOLF-HYD HOSE ADAPTER-MAINT	0.00	5.56	
000024	ACE HARDWARE OF FORT LUPTON	06/13/2023	Regular	0.00	290.82	85918
99044 /1	Invoice	06/06/2023	GOLF-CLOTH HDW-MAINT	0.00	45.98	
99094 /1	Invoice	06/06/2023	GOLF-SUPPLIES-MAINT	0.00	228.88	
99269 /1	Invoice	06/05/2023	GOLF-BARREL BOLT-PRO SHOP	0.00	15.96	
002853	BUCKEYE CLEANING CENTER	06/13/2023	Regular	0.00	239.15	85919
90502973	Invoice	06/07/2023	GOLF-TISSUE-PRO SHOP	0.00	145.44	
90504215	Invoice	06/01/2023	GOLF-TISSUE-PRO SHOP	0.00	93.71	
000183	CALLAWAY GOLF SALES COMPANY	06/13/2023	Regular	0.00	4,435.22	85920
936194932	Invoice	06/07/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	263.76	
936531514	Invoice	06/07/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	263.66	
936553715	Invoice	06/07/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	723.97	
936560466	Invoice	06/07/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	1,448.53	
936567990	Invoice	06/07/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	1,141.00	
936567991	Invoice	06/07/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	594.30	
000206	CENTURYLINK	06/13/2023	Regular	0.00	61.39	85921
333164407 MAY...	Invoice	06/07/2023	GOLF-PHONE MAY23-MAINT	0.00	61.39	
002723	EAGLE ROCK COMPANY OF COLO	06/13/2023	Regular	0.00	1,578.22	85922
11357786	Invoice	06/07/2023	GOLF-LIQUOR-PRO SOHP	0.00	237.72	
11357787	Invoice	06/07/2023	GOLF-LIQUOR-PRO SHOP	0.00	906.50	
11357789	Invoice	06/07/2023	GOLF-LIQUOR-PRO SHOP	0.00	272.00	
11365799	Invoice	06/07/2023	GOLF-LIQUOR-PRO SHOP	0.00	162.00	
000512	FUZION FIELD SERVICES LLC	06/13/2023	Regular	0.00	168.00	85923
292162	Invoice	06/07/2023	GOLF-PT RESTAKE FROM BLOWOVER-MAIN	0.00	168.00	
000567	HIGH COUNTRY BEVERAGE CORP	06/13/2023	Regular	0.00	3,160.40	85924
W-6518773	Invoice	06/07/2023	GOLF-LIQUOR-PRO SHOP	0.00	3,160.40	
000636	JC GOLF ACCESSORIES	06/13/2023	Regular	0.00	133.69	85925
SI-188822	Invoice	06/01/2023	GOLF-BUG SPRAY-PRO SHOP	0.00	133.69	
000735	LL JOHNSON DISTRIBUTING	06/13/2023	Regular	0.00	1,823.47	85926
1903356-01	Invoice	06/07/2023	GOLF-FLAG STICK BOX-MAINT	0.00	1,263.43	
1903366-01	Invoice	06/07/2023	GOLF-BALL WASHER REPAIR KIT-MAINT	0.00	560.04	
000736	LOCKETT REFRIGERATION, LLC	06/13/2023	Regular	0.00	4,073.11	85927
06769	Invoice	06/06/2023	GOLF-REFRIGERATOR REPAIR-PRO SHOP	0.00	703.09	
06770	Invoice	06/06/2023	GOLF-COMMERCIAL KEGERATOR-PRO SH...	0.00	3,370.02	
000795	MILE HIGH TURFGRASS, LLC	06/13/2023	Regular	0.00	1,505.00	85928
10372	Invoice	06/06/2023	GOLF-IMMERSE F-MAINT	0.00	1,505.00	
000862	O'REILLY AUTO PARTS	06/13/2023	Regular	0.00	173.14	85929
4489-458230	Invoice	06/06/2023	GOLF-HYD FILTER-MAINT	0.00	112.18	
4489-458288	Invoice	06/06/2023	GOLF-FUEL FILTER-MAINT	0.00	9.01	
4489-458552	Invoice	06/06/2023	GOLF-WIRE-MAINT	0.00	51.95	
000944	REPUBLIC NATIONAL DISTRIBUTING CO LLC	06/13/2023	Regular	0.00	156.80	85930

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
7080681	Invoice	06/07/2023	GOLF-LIQUOR-PRO SHOP	0.00	156.80	
000991	SCNS SPORTS FOODS INC	06/13/2023	Regular	0.00	72.80	85931
192451	Invoice	06/07/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	72.80	
000999	SHAMROCK FOODS COMPANY	06/13/2023	Regular	0.00	1,255.47	85932
28175445	Invoice	06/07/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	1,138.49	
57000028387002	Invoice	06/02/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	116.98	
001530	TARGET SPECIALTY PRODUCTS	06/13/2023	Regular	0.00	8,467.20	85933
INVP501162535	Invoice	06/07/2023	GOLF-FERTILIZER-MAINT	0.00	4,233.60	
INVP501162540	Invoice	06/07/2023	GOLF-FERTILIZER-MAINT	0.00	4,233.60	
001137	UNITED POWER	06/13/2023	Regular	0.00	3,455.89	85934
1194602 MAY23	Invoice	06/01/2023	United Power	0.00	682.01	
1195001 MAY23	Invoice	06/01/2023	United Power	0.00	2,493.36	
1195701 MAY23	Invoice	06/01/2023	United Power	0.00	231.44	
19595600 MAY23	Invoice	06/01/2023	United Power	0.00	25.39	
6601202 MAY23	Invoice	06/01/2023	United Power	0.00	23.69	
001594	WILBUR-ELLIS COMPANY LLC	06/13/2023	Regular	0.00	4,287.84	85935
15753630	Invoice	06/07/2023	GOLF-OARS PS LIQUID-MAINT	0.00	4,287.84	
000024	ACE HARDWARE OF FORT LUPTON	06/20/2023	Regular	0.00	197.83	85936
99363 /1	Invoice	06/14/2023	GOLF-SUPPLIES-MAINT	0.00	197.83	
002254	ADIDAS AMERICA INC	06/20/2023	Regular	0.00	1,209.95	85937
6159622540	Invoice	06/02/2023	GOLF-POLOS-PRO SHOP	0.00	1,209.95	
000048	AIRGAS USA LLC	06/20/2023	Regular	0.00	19.03	85938
9997618806	Invoice	06/14/2023	GOLF-ACETYLENE, OXYGEN-MAINT	0.00	19.03	
003190	BERMUDA SANDS APPAREL	06/20/2023	Regular	0.00	1,119.81	85939
113799	Invoice	06/14/2023	GOLF-MERCHANDISE-PRO SHOOP	0.00	1,119.81	
000160	BREAKTHRU BEVERAGE COLORADO	06/20/2023	Regular	0.00	737.97	85940
110586265	Invoice	06/08/2023	GOLF-LIQUOR-PRO SHOP	0.00	737.97	
002853	BUCKEYE CLEANING CENTER	06/20/2023	Regular	0.00	98.04	85941
90504825	Invoice	06/05/2023	GOLF-CLEANING SUPPLIES-PRO SHOP	0.00	98.04	
000183	CALLAWAY GOLF SALES COMPANY	06/20/2023	Regular	0.00	1,065.30	85942
936606495	Invoice	06/14/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	1,065.30	
000239	CITY OF FORT LUPTON	06/20/2023	Regular	0.00	47,865.07	85943
FIN2023513	Invoice	06/12/2023	Golf ComData Purchases	0.00	2,827.80	
FIN2023514	Invoice	06/12/2023	GOLF-POSTAGE APR23-PRO SHOP	0.00	39.00	
FIN2023516	Invoice	06/12/2023	GOLF-REIMBURSE CITY FOR VERIZON APRI...	0.00	205.80	
FIN2023518	Invoice	06/12/2023	GOLF-REIMBURSE CITY FOR COMCAST MA...	0.00	166.56	
FIN2023520	Invoice	06/12/2023	GOLF-PAYROLL 4/29-5/12/23 PAID 5/19/23	0.00	44,625.91	
000307	COMCAST CABLE COMM, LLC	06/20/2023	Regular	0.00	297.55	85944
0120790 JUN23	Invoice	06/06/2023	GOLF-INTERNET/PHONE JUN23-PRO SHOP	0.00	297.55	
002723	EAGLE ROCK COMPANY OF COLO	06/20/2023	Regular	0.00	237.72	85945
11372385	Invoice	06/12/2023	GOLF-LIQUOR-PRO SHOP	0.00	237.72	
000461	FERRELLGAS LP	06/20/2023	Regular	0.00	997.64	85946
1123174945	Invoice	06/14/2023	GOLF-PROPANE-MAINT	0.00	997.64	
000567	HIGH COUNTRY BEVERAGE CORP	06/20/2023	Regular	0.00	225.60	85947
W-6526424	Invoice	06/12/2023	GOLF-LIQUOR-PRO SHOP	0.00	225.60	
000735	LL JOHNSON DISTRIBUTING	06/20/2023	Regular	0.00	1,974.82	85948
1151351-00	Invoice	06/14/2023	GOLF-SUPPLIES-MAINT	0.00	1,002.84	
1903366-00	Invoice	06/14/2023	GOLF-SUPPLIES-MAINT	0.00	199.10	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1904843-00	Invoice	06/02/2023	GOLF-SUPPLIES-MAINT	0.00	386.44	
1904887-00	Invoice	06/02/2023	GOLF-SUPPLIES-MAINT	0.00	386.44	
001913	LUXOTTICA OF AMERICA, INC	06/20/2023	Regular	0.00	1,258.89	85949
6915153904	Invoice	06/14/2023	GOLF-SUPPLIES-PRO SHOP	0.00	84.41	
6915273117	Invoice	06/14/2023	GOLF-CLOTHING-PRO SHOP	0.00	1,067.93	
6915273118	Invoice	06/14/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	106.55	
000795	MILE HIGH TURFGRASS, LLC	06/20/2023	Regular	0.00	2,400.00	85950
10432	Invoice	06/09/2023	GOLF-MODI-PHY-MAINT	0.00	2,400.00	
000865	OFFICE DEPOT	06/20/2023	Regular	0.00	98.70	85951
314469822001	Invoice	06/14/2023	GOLF-PENS,PAPER-PRO SHOP	0.00	83.41	
314470029001	Invoice	06/14/2023	GOLF-PAPER CLIPS-PRO SHOP	0.00	15.29	
000862	O'REILLY AUTO PARTS	06/20/2023	Regular	0.00	11.47	85952
4489-463039	Invoice	06/07/2023	GOLF-SUPPLIES-MAINT	0.00	11.47	
000944	REPUBLIC NATIONAL DISTRIBUTING CO LLC	06/20/2023	Regular	0.00	298.60	85953
7089189	Invoice	06/07/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	298.60	
000991	SCNS SPORTS FOODS INC	06/20/2023	Regular	0.00	72.80	85954
192887	Invoice	06/05/2023	GOLF-FOOD-PRO SHOP	0.00	72.80	
000999	SHAMROCK FOODS COMPANY	06/20/2023	Regular	0.00	3,619.86	85955
28185575	Invoice	06/05/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	1,938.98	
28185576	Invoice	06/05/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	224.49	
28197511	Invoice	06/08/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	1,445.70	
57000028719002	Invoice	06/07/2023	GOLF-COOL HEAT TURNER-PRO SHOP	0.00	10.69	
001022	SOUTHERN GLAZER'S OF CO	06/20/2023	Regular	0.00	423.80	85956
3127458	Invoice	06/14/2023	GOLF-LIQUOR-PRO SHOP	0.00	423.80	
001026	SPECIALTY CIGARS, LLC	06/20/2023	Regular	0.00	193.36	85957
US16-30063035	Invoice	06/05/2023	GOLF-CIGARS-PRO SHOP	0.00	193.36	
000246	SRIXON/CLEVELAND GOLF/XX10	06/20/2023	Regular	0.00	501.84	85958
7503327 SO	Invoice	06/14/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	501.84	
001052	SWIRE COCA-COLA, USA	06/20/2023	Regular	0.00	868.67	85959
24908204627	Invoice	06/14/2023	GOLF-MERCHANDISE-PRO SHOP	0.00	868.67	
001594	WILBUR-ELLIS COMPANY LLC	06/20/2023	Regular	0.00	1,237.20	85960
15798191	Invoice	06/07/2023	GOLF-SPECTICLE/FLO/AGECY-MAINT	0.00	1,237.20	
001225	YAMAHA MOTOR CORP	06/20/2023	Regular	0.00	10,798.08	85961
808725	Invoice	06/14/2023	GOLF-GOLF CART LEASE-PRO SHOP	0.00	10,798.08	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	80	45	0.00	113,216.27
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
	80	45	0.00	113,216.27

Check Report

Date Range: 06/07/2023 - 06/20/2023

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						
000031	ADAMSON POLICE PRODUCTS	06/13/2023	Regular	0.00	11.65	100485
INV397137	Invoice	06/07/2023	GF-NAMEPLATE-PD	0.00	11.65	
003054	AMAEZING ENTERTAINMENT!	06/13/2023	Regular	0.00	500.00	100486
060123	Invoice	06/01/2023	GF-LINE DANCE JULY 4-COMM EVENTS	0.00	500.00	
001293	AMAZON.COM	06/13/2023	Regular	0.00	9.99	100487
1YPF-H3NQ-JTD7	Invoice	06/07/2023	GF-J.ARELLANO NAME PLATE-CITY CL	0.00	9.99	
000108	AUSMUS LAW FIRM PC	06/13/2023	Regular	0.00	6,500.00	100488
8177	Invoice	06/01/2023	GF-LEGAL FEES- CITY ATTORNEY	0.00	6,500.00	
002580	BASALITE BUILDING PRODUCTS LLC	06/13/2023	Regular	0.00	474,879.27	100489
052323	Invoice	06/07/2023	GF-S. ROLLIE COST REC. AGREEMENT	0.00	474,879.27	
002600	BEARCOM	06/13/2023	Regular	0.00	23,186.65	100490
5535275	Invoice	06/06/2023	Upfit for Chief's Tahoe	0.00	13,710.36	
5553859	Invoice	06/06/2023	Code Truck Upfit	0.00	9,121.29	
5559742	Invoice	06/06/2023	GF-CC F RELAY-PD	0.00	355.00	
000182	CEM SALES & SERVICE INC	06/13/2023	Regular	0.00	1,915.00	100491
160216	Invoice	06/07/2023	REC-POOL CHLORINE	0.00	945.00	
160217	Invoice	06/07/2023	REC-SPA CHLORINE	0.00	970.00	
001908	CENTURA HEALTH	06/13/2023	Regular	0.00	30.55	100492
051223	Invoice	06/07/2023	GF-BLOOD TESTS-PD	0.00	30.55	
000208	CESARE INC	06/13/2023	Regular	0.00	463.04	100493
21.3071.6	Invoice	06/07/2023	GF-GEOTECH STUDY-ENGINEERING	0.00	463.04	
000211	CH2M	06/13/2023	Regular	0.00	70,197.25	100494
D3410907-02	Invoice	06/06/2023	UF- Expansion Project Design -WTP	0.00	70,197.25	
002651	COLORADO COMMUNITY MEDIA	06/13/2023	Regular	0.00	156.80	100495
87801	Invoice	06/02/2023	GF-LEGAL NOTICE-FIN	0.00	156.80	
000253	COLORADO DEPT OF PUBLIC HEALTH AND ENVI	06/13/2023	Regular	0.00	439.08	100496
WB231135356	Invoice	06/07/2023	UF-ANNUAL BIOSOLIDS FEE YEAR END 202...	0.00	439.08	
002841	COLORADO JUMPS INC.	06/13/2023	Regular	0.00	5,827.50	100497
245021	Invoice	06/02/2023	GF-JULY 4TH RIDE RENTALS-COMM EVENTS	0.00	5,827.50	
000307	COMCAST CABLE COMM, LLC	06/13/2023	Regular	0.00	175.33	100498
0116038-JUN23	Invoice	06/06/2023	REC-JUN23 PHONE SERVICE	0.00	175.33	
003123	COMMUNITY CORRECTIONS CSP INC	06/13/2023	Regular	0.00	180.00	100499
JUNE2023	Invoice	06/06/2023	GF-N.BROVSKY UPS FEE-COURT	0.00	180.00	
003287	CROSS LINE CONSTRUCTION CORP	06/13/2023	Regular	0.00	6,400.00	100500
2309.01	Invoice	06/06/2023	Design for Basement Renovation-First	0.00	6,400.00	
002094	DOOLEY ENTERPRISES INC	06/13/2023	Regular	0.00	3,769.24	100501
65542	Invoice	06/06/2023	GF-9MM FULL METAL-PD	0.00	3,769.24	
000526	GERARDO CONCRETE	06/13/2023	Regular	0.00	111,440.00	100502
5/31/23	Invoice	06/06/2023	GF - Com.Center Park Trail Paving - Parks	0.00	111,440.00	
001266	GOVCONNECTION INC	06/13/2023	Regular	0.00	1,209.06	100503
74094955	Invoice	06/07/2023	GF-USAGE APR23 TO APR24 - PD	0.00	1,209.06	
003319	HOLLY SIMMONS	06/13/2023	Regular	0.00	45.00	100504
2007198.001	Invoice	06/06/2023	REC-REIMBURSE SWIM LESSONS	0.00	45.00	
000593	IMOGENE YOKOOJI	06/13/2023	Regular	0.00	113.63	100505
060623	Invoice	06/06/2023	GF-REIMBURSE IMOGENE YOKOOJI-COMM..	0.00	113.63	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000597	INSIGHT PUBLIC SECTOR INC	06/13/2023	Regular	0.00	3,812.77	100506
1101056245	Invoice	06/07/2023	Firewall for Planning Department New Site	0.00	3,812.77	
003101	LANGUAGELINE SOLUTIONS	06/13/2023	Regular	0.00	182.86	100507
11015413	Invoice	06/07/2023	GF-INTERPRETATION-PD	0.00	182.86	
000716	LEONARD B. MEDOFF, Ph.D.	06/13/2023	Regular	0.00	350.00	100508
052023	Invoice	06/07/2023	GF-PSYCH EVAL-PD	0.00	350.00	
003318	LILLY FARMS	06/13/2023	Regular	0.00	600.00	100509
052723	Invoice	06/06/2023	GF-TRACTOR RIDES JULY 4TH-COMM EVE...	0.00	600.00	
000745	LOUIS A GRESH	06/13/2023	Regular	0.00	1,600.00	100510
MAY23	Invoice	06/01/2023	GF-ARRAIGNMENTS, DOCKETS MAY23-CO...	0.00	1,600.00	
003320	MICHAEL JOE SOWELL	06/13/2023	Regular	0.00	140.00	100511
E0024818	Invoice	06/06/2023	GF-MICHAEL SOWELL OVERPAYMENT	0.00	140.00	
000847	NORMAN'S MEMORIALS INC.	06/13/2023	Regular	0.00	240.00	100512
060323	Invoice	06/06/2023	CEM-A.BUCHHOLZ	0.00	120.00	
060523	Invoice	06/07/2023	CEM-B.MCCULLOUGH REQUEST	0.00	120.00	
003046	PERKINS + WILL, INC.	06/13/2023	Regular	0.00	93,900.00	100513
222254.000 - 200...	Invoice	06/07/2023	RC-Design of Additions-Rec Center	0.00	93,900.00	
003155	SHIRTS BY CHA LLC	06/13/2023	Regular	0.00	650.00	100514
2207	Invoice	06/06/2023	GF-BANNERS JULY 4TH-COMM EVENTS	0.00	650.00	
003295	SWEET ROOFING	06/13/2023	Regular	0.00	2,943.00	100515
9000-23.6.6.23	Invoice	06/06/2023	Gutter fix on Community Center	0.00	2,943.00	
002918	TARA ELIASON	06/13/2023	Regular	0.00	30.00	100516
060623	Invoice	06/06/2023	GF-T.ELIASON CASE REFUND-COURT	0.00	30.00	
001101	TODD HODGES DESIGN, LLC	06/13/2023	Regular	0.00	8,733.75	100517
3523	Invoice	06/07/2023	GF-PLANNING SRVS 5/22-6/4-PLANNING	0.00	8,733.75	
001137	UNITED POWER	06/13/2023	Regular	0.00	34,275.77	100518
10553102 MAY23	Invoice	06/01/2023	United Power	0.00	22.35	
1195501 MAY23	Invoice	06/01/2023	United Power	0.00	1,539.89	
1195603 MAY23	Invoice	06/01/2023	United Power	0.00	55.23	
1196401 MAY23	Invoice	06/01/2023	United Power	0.00	33.82	
1207701 MAY23	Invoice	06/01/2023	United Power	0.00	21.05	
1223101 MAY23	Invoice	06/01/2023	United Power	0.00	20.00	
1240301 MAY23	Invoice	06/01/2023	United Power	0.00	120.65	
1241801 MAY23	Invoice	06/01/2023	United Power	0.00	776.91	
1241903 MAY23	Invoice	06/01/2023	United Power	0.00	70.36	
1276101 MAY23	Invoice	06/01/2023	United Power	0.00	42.27	
1279801 MAY23	Invoice	06/01/2023	United Power	0.00	24.72	
1295501 MAY23	Invoice	06/01/2023	United Power	0.00	67.44	
1296101 MAY23	Invoice	06/01/2023	United Power	0.00	41.22	
1299501 MAY23	Invoice	06/01/2023	United Power	0.00	112.00	
1302801 MAY23	Invoice	06/01/2023	United Power	0.00	1,816.81	
1302901 MAY23	Invoice	06/01/2023	United Power	0.00	121.06	
1316801 MAY23	Invoice	06/01/2023	United Power	0.00	700.71	
1322501 MAY23	Invoice	06/01/2023	United Power	0.00	4,617.83	
1360303 MAY23	Invoice	06/01/2023	United Power	0.00	53.67	
13842400 MAY23	Invoice	06/01/2023	United Power	0.00	65.94	
14427100 MAY23	Invoice	06/01/2023	United Power	0.00	79.70	
15232500 MAY23	Invoice	06/01/2023	United Power	0.00	22.36	
17149700 MAY23	Invoice	06/01/2023	United Power	0.00	52.14	
17761600 MAY23	Invoice	06/01/2023	United Power	0.00	20.02	
17868800 MAY23	Invoice	06/01/2023	United Power	0.00	20.00	
18057500 MAY23	Invoice	06/01/2023	United Power	0.00	535.24	

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Date Range: 06/07/2023 - 06/20/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
18498400 MAY23	Invoice	06/01/2023	United Power	0.00	407.30	
18762100 MAY23	Invoice	06/01/2023	United Power	0.00	24.45	
19545100 MAY23	Invoice	06/01/2023	United Power	0.00	538.04	
20040100MAY23	Invoice	06/01/2023	United Power	0.00	204.14	
21675200 MAY23	Invoice	06/01/2023	United Power	0.00	123.04	
21675300 MAY23	Invoice	06/01/2023	United Power	0.00	75.23	
22185901 MAY23	Invoice	06/01/2023	United Power	0.00	20.34	
3399301 MAY23	Invoice	06/01/2023	United Power	0.00	52.13	
6612303 MAY23	Invoice	06/01/2023	United Power	0.00	21.07	
6779701 MAY23	Invoice	06/01/2023	United Power	0.00	7,013.72	
704901 MAY23	Invoice	06/01/2023	United Power	0.00	9,224.76	
7225800 MAY23	Invoice	06/01/2023	United Power	0.00	21.51	
726705 MAY23	Invoice	06/01/2023	United Power	0.00	20.00	
7280200 MAY23	Invoice	06/01/2023	United Power	0.00	21.59	
733101 MAY23	Invoice	06/01/2023	United Power	0.00	185.88	
762901 MAY23	Invoice	06/01/2023	United Power	0.00	42.36	
803908 MAY23	Invoice	06/01/2023	United Power	0.00	4,362.32	
8976200 MAY23	Invoice	06/01/2023	United Power	0.00	864.50	
	Void	06/13/2023	Regular	0.00	0.00	100519
	Void	06/13/2023	Regular	0.00	0.00	100520
001149	UTILITY NOTIFICATION CENTER	06/13/2023	Regular	0.00	443.76	100521
223050633	Invoice	06/06/2023	SSTX-MAY23 RTL TRANSMISSIONS-STREETS	0.00	443.76	
001156	VERIZON WIRELESS SVCS LLC	06/13/2023	Regular	0.00	5,942.76	100522
9935880551	Invoice	05/31/2023	Verizon Bill	0.00	5,942.76	
003322	WARRIOR NOW, INC	06/13/2023	Regular	0.00	5,000.00	100523
060223	Invoice	06/07/2023	GF-2023 FIELD OF HONOR BENEFICIARY-C...	0.00	5,000.00	
001189	WELD COUNTY ACCTG DEPART	06/13/2023	Regular	0.00	10,431.03	100524
MAY23	Invoice	06/05/2023	GF-CITY MAY23 FUEL CHARGES	0.00	10,431.03	
001208	WHITE BEAR ANKELE TANAKA & WALDRON	06/13/2023	Regular	0.00	194.75	100525
28240	Invoice	06/07/2023	GF-05/23 VISTA MEADOWS MD LEGAL FEES	0.00	194.75	
001212	WILLIAMS AND WEISS CONSULTING	06/13/2023	Regular	0.00	5,695.00	100526
1844	Invoice	06/08/2023	Water Engineering Services	0.00	5,695.00	
001293	AMAZON.COM	06/20/2023	Regular	0.00	2,062.00	100527
112-3983819-63...	Invoice	06/13/2023	GF-BOOKCASE/BULLETIN BOARD-CITY ADM	0.00	139.89	
19HP-CYV9-K1W4	Invoice	06/14/2023	Amazon Orders - IT	0.00	1,922.11	
000108	AUSMUS LAW FIRM PC	06/20/2023	Regular	0.00	1,200.00	100528
8176	Invoice	06/13/2023	GF-PROSECUTION SRVS FOR MAY-COURT	0.00	1,200.00	
001820	BADGER METER	06/20/2023	Regular	0.00	13,786.73	100529
1565680	Invoice	06/13/2023	UF-METERS-W LINES	0.00	1,998.10	
1584649	Invoice	06/08/2023	UF-METERS-W LINES	0.00	11,214.50	
80129151	Invoice	06/13/2023	UF-METER SUPPLIES-ADMIN	0.00	574.13	
002853	BUCKEYE CLEANING CENTER	06/20/2023	Regular	0.00	2,686.72	100530
90502332	Invoice	06/13/2023	GF-CLEANING SUPPLIES-FAC	0.00	94.50	
90503443	Invoice	06/13/2023	REC-CLEANING SUPPLIES	0.00	1,630.00	
90504531	Invoice	06/02/2023	CPR-CLEANING SUPPLIES-COM CTR	0.00	962.22	
000182	CEM SALES & SERVICE INC	06/20/2023	Regular	0.00	2,240.00	100531
160293	Invoice	06/06/2023	GF-POOL/SPA CHEMICALS	0.00	2,240.00	
000230	CINTAS FIRST AID & SAFETY	06/20/2023	Regular	0.00	141.01	100532
5160399586	Invoice	06/01/2023	REC-FIRST AID SUPPLIES	0.00	141.01	
000232	CIRSA	06/20/2023	Regular	0.00	2,000.00	100533

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Date Range: 06/07/2023 - 06/20/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
231312	Invoice	06/13/2023	GF/UF-DEDUCTIBLES	0.00	2,000.00	
003166	CODE RED AUDITS, LLC	06/20/2023	Regular	0.00	9,998.60	100534
CRA-FTLUPwtr-C...	Invoice	06/14/2023	Install Service Clean Water Plant	0.00	300.00	
INV-FTLPglf-23775	Invoice	06/06/2023	Cameras for Tanks near Golf Maintenance	0.00	9,698.60	
002651	COLORADO COMMUNITY MEDIA	06/20/2023	Regular	0.00	902.30	100535
83867	Invoice	06/13/2023	GF-LEGAL NOTICES	0.00	437.30	
85147	Invoice	06/13/2023	GF-CALENDAR DISPLAY-LEGIS	0.00	465.00	
000306	COMCAST BUSINESS	06/20/2023	Regular	0.00	2,209.44	100536
174471848	Invoice	06/13/2023	GF-JUN23 INTERNET SERVICE	0.00	2,209.44	
000307	COMCAST CABLE COMM, LLC	06/20/2023	Regular	0.00	397.23	100537
0124495 JUN23	Invoice	06/12/2023	CPR-CABLE JUN23	0.00	151.00	
0208785 JUN23	Invoice	06/14/2023	GF-JUN23 INTERNET SERVICE-PLANNING	0.00	246.23	
001517	CORE&MAIN LP	06/20/2023	Regular	0.00	61.38	100538
5731354	Invoice	06/13/2023	GF-SUPPLIES-PW SHOP	0.00	61.38	
000372	DELL MARKETING LP	06/20/2023	Regular	0.00	71,561.40	100539
10674878684	Invoice	06/13/2023	Dell Power Adapters for Docking Units	0.00	1,875.00	
10675197150	Invoice	06/13/2023	GF-40 LAPTOPS-IT	0.00	69,686.40	
000388	DIGETEKs, LLC	06/20/2023	Regular	0.00	3,000.00	100540
8956	Invoice	06/14/2023	DTS - Pro Services 20 hrs	0.00	3,000.00	
000455	FASTENAL COMPANY 01COFTL	06/20/2023	Regular	0.00	22.15	100541
COFTL193953	Invoice	06/13/2023	GF-EYEWEAR-PW SHOP	0.00	22.15	
003300	FILMTEC CORPORATION	06/20/2023	Regular	0.00	250,495.90	100542
951086882	Invoice	06/14/2023	UF - PRIMARY LOGIC CONTROLLER REPLA...	0.00	9,500.00	
951111644	Invoice	06/14/2023	UF-MEMCOR Filtration Skids & Parts-WTP	0.00	240,995.90	
002222	GREELEY LOCK & KEY	06/20/2023	Regular	0.00	1,902.00	100543
0000022037	Invoice	06/14/2023	Brivo Door Access Support and Maintenanc...	0.00	359.76	
0000022038	Invoice	06/14/2023	Brivo (Door Access Support/Maintenance)	0.00	1,542.24	
002674	HAYES POZNANOVIC KORVER, LLC	06/20/2023	Regular	0.00	6,539.50	100544
48171	Invoice	06/13/2023	WST-MAY23 LEGAL FEES-WATER	0.00	6,539.50	
003325	HEALTHY START CHILD CARE HEALTH CONSULTI	06/20/2023	Regular	0.00	137.00	100545
1	Invoice	06/12/2023	REC-MONTHLY NURSE VISIT	0.00	137.00	
003324	KATIE TOWERY	06/20/2023	Regular	0.00	69.00	100546
2007209.001	Invoice	06/05/2023	REC-PROGRAM REFUND	0.00	69.00	
000714	LEGACY SCHOOL OF DANCE LLC	06/20/2023	Regular	0.00	2,072.00	100547
060723	Invoice	06/07/2023	REC-APRIL/MAY LEGACY DANCE	0.00	2,072.00	
003276	MATTHEW KNIGHT	06/20/2023	Regular	0.00	106.51	100548
061323	Invoice	06/13/2023	GF-M.KNIGHT REIMBURSEMENT-COURT	0.00	106.51	
000865	OFFICE DEPOT	06/20/2023	Regular	0.00	60.26	100549
315009522001	Invoice	06/13/2023	GF-OFFICE SUPPLIES	0.00	60.26	
002265	QUADIENT FINANCE USA INC	06/20/2023	Regular	0.00	361.00	100550
052823	Invoice	06/14/2023	GF-POSTAGE RECHARGES MAY23	0.00	361.00	
001497	QUICK SET AUTO GLASS	06/20/2023	Regular	0.00	345.00	100551
375201	Invoice	06/13/2023	UF-UNIT 34-W LINES	0.00	345.00	
000931	R & L TIRES	06/20/2023	Regular	0.00	15.00	100552
48737	Invoice	06/13/2023	CEM-TIRE REPAIR	0.00	15.00	
000939	RECREATION SUPPLY COMPANY	06/20/2023	Regular	0.00	711.90	100553

Check Report

Date Range: 06/07/2023 - 06/20/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
503573	Invoice	06/10/2023	REC-WATERPARK TUBES-REC	0.00	711.90	
003150	REDI SERVICES, LLC	06/20/2023	Regular	0.00	3,840.00	100554
0000025076	Invoice	06/12/2023	GF-PORTA POTTY-PARKS	0.00	500.00	
0000025077	Invoice	06/12/2023	GF-PORTA POTTY-PARKS	0.00	250.00	
0000025078	Invoice	06/12/2023	CEM-PORTABLE TOILET SERVICE	0.00	250.00	
0000025079	Invoice	06/12/2023	CPR-PORTA POTTY-COM CTR	0.00	1,890.00	
0000025080	Invoice	06/12/2023	GF-PORTA POTTY-PARKS	0.00	250.00	
0000025081	Invoice	06/12/2023	GF-PORTA POTTY-PARKS	0.00	250.00	
200845	Invoice	06/13/2023	CEM-MEMORIAL DAY EVENT PORTA POTTY	0.00	450.00	
001580	SCL HEALTH	06/20/2023	Regular	0.00	22.00	100555
10003537	Invoice	06/12/2023	GF-FLU CLINIC-MISC	0.00	22.00	
001040	STERICYCLE	06/20/2023	Regular	0.00	30.00	100556
8004069808	Invoice	06/14/2023	GF-MAY23 SHREDDING SVCS-CITY CLERK	0.00	30.00	
003297	SWEET PEA CLEANING, LLC	06/20/2023	Regular	0.00	1,360.00	100557
7849	Invoice	06/07/2023	REC-CLEANING	0.00	1,360.00	
001075	THE CONSOLIDATED MUTUAL	06/20/2023	Regular	0.00	190.07	100558
041123	Invoice	06/13/2023	UF-MAR23 PERRY PIT DISCHARGE PUMP-...	0.00	105.66	
041123-B	Invoice	06/13/2023	UF-MAR23 WELL PUMP B-W STOR	0.00	50.84	
041123-C	Invoice	06/13/2023	UF-MAR23 WELL PUMP C-W STOR	0.00	33.57	
001105	TOSHIBA FINANCIAL SERVICES	06/20/2023	Regular	0.00	1,137.15	100559
503616070	Invoice	06/01/2023	Copier Lease	0.00	1,137.15	
001126	TYLER TECHNOLOGIES	06/20/2023	Regular	0.00	15,589.07	100560
130-136931	Invoice	06/14/2023	Tyler Technologies - Brazos Software Main...	0.00	4,537.29	
130-137007	Invoice	06/14/2023	Tyler Technologies - Brazos System Maint...	0.00	11,051.78	
001203	WELD COUNTY SHERIFF'S OFFICE	06/20/2023	Regular	0.00	30.30	100561
1830 042023	Invoice	06/13/2023	GF-JAIL FEES-COURT	0.00	30.30	
000119	BANK OF COLORADO	06/16/2023	Bank Draft	0.00	6,886.44	DFT0002187
INV0001393	Invoice	06/16/2023	HSA DISTRIBUTION	0.00	6,886.44	
000119	BANK OF COLORADO	06/16/2023	Bank Draft	0.00	865.83	DFT0002188
INV0001394	Invoice	06/16/2023	HSA DISTRIBUTION	0.00	865.83	
001416	VALIC_1	06/16/2023	Bank Draft	0.00	43,282.46	DFT0002189
INV0001395	Invoice	06/16/2023	VALIC - 457(b) \$ Contributions	0.00	43,282.46	
001265	IRS	06/16/2023	Bank Draft	0.00	77,302.01	DFT0002190
INV0001396	Invoice	06/16/2023	Federal Withholding	0.00	77,302.01	
001418	CO DEPARTMENT OF REVENUE	06/16/2023	Bank Draft	0.00	13,729.00	DFT0002191
INV0001397	Invoice	06/16/2023	CO Withholding	0.00	13,729.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	142	75	0.00	1,279,897.11
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	5	5	0.00	142,065.74
EFT's	0	0	0.00	0.00
	147	82	0.00	1,421,962.85

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	222	120	0.00	1,393,113.38
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	5	5	0.00	142,065.74
EFT's	0	0	0.00	0.00
	227	127	0.00	1,535,179.12

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	6/2023	113,216.27
999	POOLED CASH/CONSOLIDATED CASH	6/2023	1,421,962.85
			1,535,179.12



SUBJECT FOR DISCUSSION

Accepting an Application and Approving a Resolution Establishing All of the City of Fort Lupton as the Neighborhood for the Application Submitted by Everyday Stores LLC dba Everyday 5722 for a Fermented Malt Beverage and Wine License at 104 Denver Ave. and Setting a Public Hearing for July 18, 2023, for Consideration of the Application

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Everyday 5722 has submitted a complete application with the Local Licensing Authority for a Fermented Malt Beverage and Wine License. The application is under concurrent review, meaning it is being reviewed by the State and Local Licensing Authorities concurrently.

Under CRS §44-3-301 the Local Licensing Authority, before granting any license, shall consider the reasonable requirements of the neighborhood and the desire of the adult inhabitants as evidenced by petitions, remonstrance or otherwise, and all other reasonable restrictions that are or may be placed upon the neighborhood by the local licensing authority.

Upon receipt of an application the local licensing authority shall schedule a public hearing upon the application not less than thirty days from the date of the application and shall post and publish the public notice thereof not less than 10 days prior to the hearing.

Staff suggests the City Council, acting as the Local License Authority Board, set all of the City of Fort Lupton as the neighborhood that will be affected by the license. The needs of the neighborhood and desires of the inhabitants are to be considered at the hearing.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

STAFF RECOMMENDATIONS

Approve the Resolution establishing all of the City of Fort Lupton as the neighborhood for the application submitted by Everyday Stores LLC dba Everyday 5722 for a Fermented Malt Beverage and Wine License at 104 Denver Ave. and setting a Public Hearing for July 18, 2023, for consideration of the application.

Attachments: a. Resolution

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION 2023Rxxx

A RESOLUTION OF THE FORT LUPTON CITY COUNCIL, ACTING AS THE LOCAL LIQUOR LICENSING AUTHORITY, ACCEPTING THE APPLICATION, ESTABLISHING ALL OF THE CITY OF FORT LUPTON AS THE NEIGHBORHOOD FOR THE APPLICATION SUBMITTED BY EVERYDAY STORES LLC DBA EVERYDAY STORES FOR A FERMENTED MALT BEVERAGE AND WINE LICENSE AND SETTING A PUBLIC HEARING FOR JULY 18, 2023, FOR CONSIDERATION OF THE APPLICATION

WHEREAS, Everyday Stores LLC dba Everyday 5722, has submitted an application for a Fermented Malt Beverage and Wine License in Fort Lupton; and

WHEREAS, the application was deemed complete on June 1, 2023; and

WHEREAS, the application is being reviewed concurrently with the State of Colorado Department of Revenue, Liquor Enforcement Division; and

WHEREAS, the local licensing authority shall schedule a public hearing upon the application not less than thirty days from the date of the application; and

WHEREAS, before entering any decision approving or denying the application, the local licensing authority shall consider the facts and evidence adduced as a result of its investigation, as well as any other facts, the reasonable requirements of the neighborhood for the type of license for which the application has been made, the desires of the adult inhabitants, the number, type, and availability of alcohol beverage outlets located in or near the neighborhood under consideration and any other pertinent matters affecting the qualifications of the applicants for the conduct of the type of business proposed; and

WHEREAS, a resolution is required to set the affected neighborhood and establish a public hearing; and

NOW THEREFORE BE IT RESOLVED by the City Council, acting as the Local Licensing Authority, that the affected neighborhood for the application Everyday Stores LLC dba Everyday 5722 for a Fermented Malt Beverage and Wine License will be all of the City of Fort Lupton, and the Public Hearing to consider the application will be July 18, 2023, at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers at the City Hall at 130 South McKinley Avenue, Fort Lupton, Colorado. Comments filed in writing with the City or made at the hearing from any adult citizen of Fort Lupton will be considered at that hearing. Notice of the hearing shall be posted on the premises and published according to law.

**APPROVED AND PASSED BY MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS
20th DAY OF JUNE 2023.**

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 to Accept Public Right of Way from Sphere Renewables LLC.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Sphere Renewables LLC submitted the Site Plan for development of Sphere Renewables Manufacturing Facility (LUP2022-0029). To accept the dedication of a 55-foot wide public Right of Way located south of the centerline of County Road 8 approximately 524.87-feet along the frontage of the Thomas Minor Subdivision, Amendment No. 1 Plat, in the Northeast ¼ Section 20, Township 1 North, Range 66W from Harbour Asset Management LLC.

FINANCIAL CONSIDERATIONS

Not applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Accept Dedication
- Do nothing

STAFF RECOMMENDATIONS

Staff recommends acceptance of the 55-feet of public Right of Way from Sphere Renewables Manufacturing LLC.

Attachments:

- a. Ordinance
- b. Right-of-Way Dedication
- c. Exhibit A

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ORDINANCE NO. 2023-xxxx

INTRODUCED BY:

A ORDINANCE OF THE CITY COUNCIL OF FORT LUPTON ACCEPTING THE DEDICATION OF A 55- FEET WIDE PUBLIC RIGHT OF WAY LOCATED SOUTH OF THE CENTERLINE OF COUNTY ROAD 8 APPROXIMATELY 537- FEET ALONG THE FRONTAGE OF THE THOMAS MINOR SUBDIVISION, AMENDMENT NO. 1 PLAT NORTHWEST ¼ SECTION 20, TOWNSHIP 1 NORTH, RANGE 66W OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO.

WHEREAS, Sphere Renewables LLC, have this day filed with the City of Fort Lupton, Colorado (the "City"), its dedication of certain real estate, which Dedication is hereinabove set forth; and

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

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

THIS RIGHT OF WAY IS CREATED AND GRANTED THIS 20th DAY OF JUNE 2023.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED THIS 20th DAY OF JUNE 2023.

PUBLISHED in the Fort Lupton Press the 29th day of June 2023.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this __ day of __ 2023.

PUBLISHED BY TITLE ONLY the ____ day of , 2023.

EFFECTIVE (after publication) the _ day of _ 2023.

CITY OF FORT LUPTON, COLORADO

Zo Hubbard, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

NO DOCUMENTARY FEE - EXEMPT

SPECIAL WARRANTY DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Harbour Asset Management, LLC, ("Grantor"), hereby sells, grants, bargains and conveys to the CITY OF FORT LUPTON, a statutory city, whose address is 130 South McKinley Avenue, Fort Lupton, Colorado 80621 ("Grantee"). That certain real property located in the City of Fort Lupton, County of Weld, State of Colorado, the portion of County Road 8 right of way being dedicated is described as all of that portion lying between

A PORTION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

SITE ADDRESS: 13516 COUNTY RD 8, FORT LUPTON, COLORADO 80621

more particularly described on Exhibit A, and as shown on the sketch (Sheet C301 of Sphere Renewables Site Plan LUP2022-0026 SPR2022-009), attached hereto and made a part hereof, legally described and depicted in Exhibit A attached hereto and made a part hereof (the "Property"),

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainder, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law of equity, of, in and to the said Property, with the hereditaments and appurtenances, unto the Grantee,

TO HAVE AND TO HOLD the said Property unto the Grantee, its successors and assigns. The Grantor, for itself and its successors, hereby agree that it shall WARRANT AND DEFEND the Property in a quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person claiming the whole or any part thereof, by, through or under the Grantor and no others, subject to: (a) the liens for real property taxes and assessment for the current calendar year not yet due and payable; (b) all easements, leases, rights of way, covenants, conditions, liens, encumbrances, restrictions and other matters of record as of the date hereof; and (c) any building, zoning, subdivision and similar laws applicable to the Property.

[SIGNATURE FOLLOWS ON NEXT PAGE]

THIS RIGHT OF WAY CREATED AND GRANTED THIS 19th DAY OF MAY, 2023.

LAND +OWNER/GRANTOR:


Scott Koch

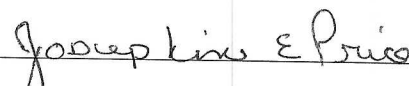
Attested to:

Josephine E. Price
Notary

STATE OF COLORADO)
)SS.
COUNTY OF WELD)

Subscribed and sworn to before me this 19 day of May, 2023 by
Scott Koch

Witness my hand and official seal.


NOTARY PUBLIC

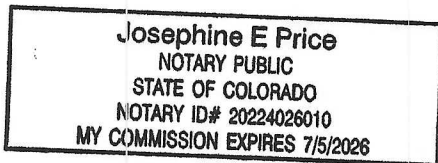
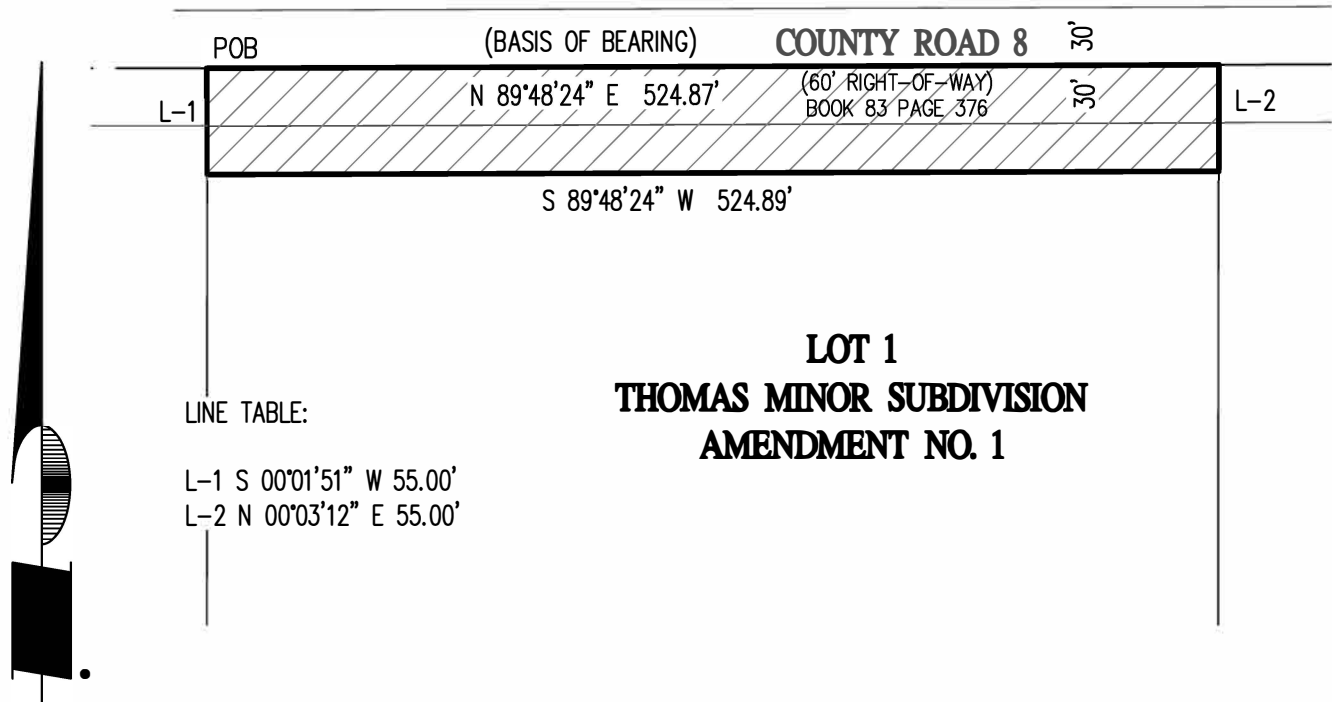


EXHIBIT A

A PORTION OF LOT 1, THOMAS MINOR SUBDIVISION - AMENDMENT NO. 1
LOCATED IN THE NORTHEAST QUARTER OF SECTION 20
TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO



SCALE: 1"=100'
DATE: 06.08.23

DESCRIPTION:

A PORTION OF LOT 1, THOMAS MINOR SUBDIVISION – AMENDMENT NO. 1, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 THENCE N 89°48'24" E, 524.87 FEET TO THE NORTHEAST CORNER THEREOF WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG THE EAST LINE OF SAID LOT S 00°01'51" W, 55.00 FEET; THENCE S 89°48'24" W, 524.89 FEET TO THE WEST LINE OF SAID LOT; THENCE ALONG SAID WEST LINE N 00°03'12" E, 55.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.66 ACRES MORE OR LESS.

FOR AND ON BEHALF OF CCS CONSULTANTS, INC.

PROJECT NO.: CCS-23EVS03 ROW DEDICATION



CCS CONSULTANTS, INC.
PHONE: 303.403.4706
WWW.CCSCONSULTANTSINC.COM



SUBJECT FOR DISCUSSION

Accepting a Public Improvements Agreement with Sphere Renewables Manufacturing for the Extension of Water, Sewer, Storm, and Roadway.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Sphere Renewables submitted the Site Plan for development of Sphere Renewables Manufacturing Facility (LUP2022-0029). The developer is required to construct certain public improvements (the "Improvements") as a condition of site plan approval (Resolution 2022R010 approved March 1, 2022) for the Development. Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a Public Improvement Agreement for the public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder.

Public Improvements required for development of the site include:

Sidewalk along CR 8	\$ 18,000
CR 8 Improvements	\$ 9,000
Water main extension	\$ 54,000
Sewer main extension	\$123,000

FINANCIAL CONSIDERATIONS

Not applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Agreement with Sphere Renewables Manufacturing LLC
- Do not approve the Agreement

STAFF RECOMMENDATIONS

Staff recommends approving the agreement with Sphere Renewables Manufacturing LLC.

Attachments:

- a. Public Improvements Agreement
- b. Exhibit A- Public Improvements Agreement

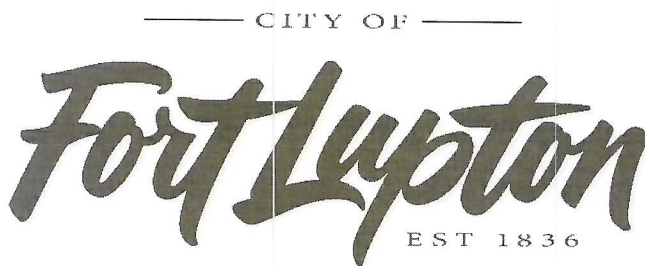
Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

PUBLIC IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of May **2023**, by and between the CITY OF FORT LUPTON, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," and Sphere Renewables LLC., hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, Sphere Renewables submitted the Site Plan for development of Sphere Renewables Manufacturing Facility, Parcel Number 147120102001 (the "Plan") on 10/27/2022, (LUP2022-0029 & Plan Nos. SPR2022-0009) which Plan depicts the proposed project (the "Development") to be constructed by Developer on the property depicted on the plan, which is the "Subject Property"; and

WHEREAS, Developer is required to construct certain public improvements (the "Improvements") as a condition of site plan approval (Resolution 2022R010 approved March 1, 2022) for the Development; and

WHEREAS, Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a Public Improvement Agreement for the public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder; and

WHEREAS, Section 17-23(f)(7) of the City of Fort Lupton Municipal Code requires that the installation of the required public improvements be guaranteed in the form of letter of credit, cash, or other suitable means, which have been approved by the City Attorney.

NOW, THEREFORE, in consideration of the foregoing, the Parties promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Development Obligation. Developer shall be responsible for performance of the covenants set forth herein. Unless as otherwise amended within this agreement, the Developer shall be responsible for performance of all requirements in this agreement.

1.2 Engineering and Surveying Services. Developer agrees to furnish, at its expense, all necessary engineering and surveying services relating to the design layout and construction of the improvements (the "Improvements") depicted on Exhibit "A" attached hereto and fully incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law, and shall conform to the standards and criteria for public improvements as established and approved by the City as of the date of submittal to the City.

1.3 Construction Standards. Developer shall construct all Improvements required by this Agreement, in accordance with plans and specifications approved in writing by the City, in

conformance with all applicable codes and ordinances as adopted by the City, and in full conformity with the City's construction specifications applicable at the time of actual construction.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to or rendered by the City Administrator, or his designee, who shall have general responsibility for coordinating development with Developer.

1.5 Construction Acceptance and Warranty. No later than ten (10) days after the Improvements are completed, Developer shall request inspection by the City. If Developer does not request this inspection within ten (10) days of completion of the Improvements, the City may conduct the inspection without the approval of Developer. Developer shall provide "as-built" drawings no later than thirty (30) days after the Improvements are completed. If the Improvements completed by Developer are satisfactory, the City shall grant construction acceptance ("Construction Acceptance"), which shall be subject to final acceptance ("Final Acceptance") as set forth herein. If the Improvements completed by Developer are unsatisfactory, the City shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Construction Acceptance. Developer shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Developer does complete the repairs, replacements, construction or other work required, Developer shall request a reinspection of such work to determine if Construction Acceptance can be granted. The City shall issue no certificate of occupancy until the City has granted the Construction Acceptance.

1.6 Final Acceptance. At least thirty (30) days before two (2) year has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Developer shall request a Final Acceptance inspection. The City shall inspect the Improvements and shall notify the Developer in writing of all deficiencies and necessary repairs. After Developer has corrected all deficiencies and made all necessary repairs identified in said written notice, the City shall issue to Developer a letter of Final Acceptance.

1.7 Testing and Inspection.

(a) At all times during construction of the public improvements, the City shall have access to inspect materials and workmanship, and all materials and work not conforming to the approved plans and specifications shall be repaired or removed and replaced at Developer's expense so as to conform to the approved plans and specifications.

(b) The Developer will be responsible for oversight of the construction of the public improvements. The Developer shall solicit a third-party engineer or inspector, solely at Developer's cost, to perform oversight, provided the engineer/inspector's qualifications are approved by the City prior to commencement of construction of the public improvements. The Developer will provide the resume of a Civil Engineer, or other qualified inspector(s), of the construction and installation of such improvements before construction may begin. The City Engineer or the City's designee shall determine the amount of oversight required, after consultation with the Developer.

(c) All testing required by the City's "*Standards and Specifications for the Design and Construction of Public Improvements*" shall be the responsibility of the Developer. All test reports shall be provided to the City Engineer.

(d) All work shown on the Improvements plans requires inspection by the City. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to

4:00 p.m. During the hours listed above and except as otherwise provided for in advance, inspections shall be scheduled a minimum of three (3) business days in advance.

1.8 Indemnification and Release of Liability. Developer agrees to defend, indemnify and hold harmless the City, its officers, employees, agents or servants, and to pay any and all judgments rendered against said persons on account of any suit, actions or claim caused by, arising from, or on account of acts or omissions by the Developer, its officers, employees, agents, consultants, contractors and subcontractors; provided, however, that Developer's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the City. Said obligation of Developer shall be limited to suits, actions or claims based upon conduct prior to Final Acceptance by the City of the construction work. Developer acknowledges that the City's review and approval of plans for development of the Subject Property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Developer or third parties is assumed by such review approval.

1.9 Insurance. Developer shall furnish to the City upon request proof thereof that all employees and contractors engaged in the construction of Improvements are covered by adequate Worker's Compensation Insurance and Public Liability Insurance.

1.10 OSHA Requirements. Developer agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Developer's Contractor shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. Developer acknowledges and agrees that with respect to the scope of work under this contract, Developer's Contractor shall comply with all obligations and assume all responsibilities for its actions as required by all OSHA rules and regulations. The Contractor shall adhere to all federal, state and local safety and health regulations, laws and ordinances and shall comply with all obligations and assume all responsibilities imposed upon the "controlling contractor" as such term is defined and construed under all OSHA rules and regulations.

2.0 OFFSITE INFRASTRUCTURE IMPROVEMENTS

2.1 The Developer agrees to design and construct of certain improvements located outside of the Site Plan (the "Offsite Improvements") depicted on Exhibit "A" attached hereto and fully incorporated herein by this reference. The Building Permit shall not be approved until the offsite improvements are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Offsite Improvements, or portion thereof, for improvements that do not have construction acceptance at the time of permit application. Surety in the amount of 25% shall be provided, at the time of recording, for improvements that have received construction acceptance under the terms of this agreement. The remaining twenty-five percent (25%) percent for each system shall be retained to secure the Developer's warranty during the two (2) year warranty period.

2.2 The Offsite Improvements are summarized as follows: Roadway improvements – Curb and gutter and driveway access along the east property line onto Access Rd (to be named). Sanitary Sewer Extension from the north side of CR 8 south 400' on the west side of the Access Rd. Water Line 8" PVC C900 from CR 8 south 290' on the west side of the Access Rd including two (2) Hydrant and lateral on the south side of the north entrance and the north side of the south

entrance. Water line 8" PVC C900 from CR 8 35' south into the western driveway access. Sand filter outfalls 15" RCP to the existing storm water manhole on the northwest corner of the property.

2.3 These improvements shall be coordinated with future improvements by other development requirements along the Access Rd. The surety required by paragraph 2.1 will be presented to the City for application to future improvements.

3.0 SPECIFICATIONS.

All street improvements, curb, gutter and sidewalks and appurtenances thereto, water mains, sewer mains and stormwater improvements shall be constructed and installed so as to meet or exceed City-approved plans, specifications and the Improvements described on Exhibit "A" offsite Improvements. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations.

4.0 OTHER REQUIREMENTS

4.1 Trash, Debris, Mud. Developer agrees that, during construction of the Development and Improvements described herein, Developer shall take any and all steps necessary to control trash, debris and wind or water erosion in the Development. Developer agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site into public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the City. If these requirements are not met, the developer will be responsible for reimbursing the City for any costs incurred by the City in mitigating impacts of trash, debris, and mud.

4.2 Erosion Control and Sedimentation Plan. Developer agrees to submit an erosion control and sedimentation plan for review and approval by the City Engineer prior to commencement of construction on the site. Each individual lot will require erosion control measures be taken. Colorado State permits required shall be the responsibility of the Developer.

5.0 MISCELLANEOUS TERMS

5.1 Local Codes and Ordinances. In addition to any of the items listed in this Agreement, all construction in the Development is subject to all local Codes and Ordinances as adopted by the City subject to exceptions agreed or granted.

5.2 Recording of Agreement. The City shall record this Agreement at Developer's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and the City shall retain the recorded Agreement.

5.3 Binding Effect of Agreement. This Agreement shall run with the land included within the Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

5.4 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

5.5 Notices. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY: City of Fort Lupton
Attention: City Administrator
130 South McKinley Avenue
Fort Lupton, Colorado 80621

DEVELOPER: Sphere Renewables LLC.
5775 Monaco Street
Commerce City, CO 80022

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

5.6 Force Majeure. Neither party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, pandemics, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, instances affecting public health including pandemics, acts of God or acts, omission, or delays in acting by any governmental authority. Provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

5.7 Approvals. Whenever approval or acceptance of a matter is required or requested of the City pursuant to any provisions of this Agreement, the City shall act reasonably in responding to such matter, and no such approval or acceptance shall be unreasonably withheld or delayed.

5.8 Title and Authority. Developer warrants to the City that it is the record owner of the Subject Property upon which the Development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants to have full power and authority to enter into this Agreement.

5.9 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.

5.10 Governing Law. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

5.11 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of this Agreement is held to be

violative of city, state or federal laws and hereby rendered unenforceable, either party, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

CITY OF FORT LUPTON, a Colorado municipal corporation

By: _____
Zo Stieber
Mayor

STATE OF COLORADO)
COUNTY OF WELD) ss.

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2023, by Zo Stieber as Mayor of the City of Fort Lupton, Colorado.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: _____

Notary Public

Sphere Renewables, LLC., a Colorado Limited Liability Company

By: _____
Scott Koch
Operations Manager

STATE OF COLORADO)
COUNTY OF WELD) ss.

SUBSCRIBED AND SWORN to before me this 19 day of May 2023, by Scott Koch

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: 7.5.2026

Josephine E Price
Notary Public

Josephine E Price
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20224026010
MY COMMISSION EXPIRES 7/5/2026

EXHIBIT A

PUBLIC IMPROVEMENTS AGREEMENT

OFFSITE INFRASTRUCTURE IMPROVEMENTS

Type of Improvement	Description	<i>Estimated Cost</i>	<i>Total Surety (125%)</i>
Roadway	Curb & Gutter and driveway access along east property line onto Access Rd (to be named)	\$9,000	\$11,250
Sanitary Sewer	Sanitary Sewer extension along Access Road (to be named)	\$123,000	\$153,750
Water Line 8"	"Water Line 8" PVC C900 from CR 8 south 290' on the west side of the Access Rd including two (2) Hydrant and lateral on the south side of the north entrance and the north side of the south entrance. Water line 8" PVC C900 from CR 8 35' south into the western driveway access.	\$54,000	\$67,500
Sand filter outfalls	Sand filter outfalls 15" RCP to the existing storm water manhole on the northwest corner of the property."	\$11,000	\$13,750
	Total	\$197,000	\$246,250



SUBJECT FOR DISCUSSION

Approve Crossing Agreement for Force Main from The Wastewater Treatment Plant (WWTP) with Sakata Farms for The Ditch Crossings.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Sakata Farms owns two ditches which transport irrigation water. The City of Fort Lupton's new force main to the METRO's Northern Treatment Plant crosses the Sakata Ditches at stations 94+41.00, and 107+90 approximately 6,640 and 7,990-feet north of Hwy 52.

The agreement requires the City to construct the force main and repair or maintain the ditch and structures affected by the crossings underneath the ditches. The City will be responsible to reimburse Sakata Farms for any emergency repairs and maintenance as a result of the force main work.

The crossing will be done with an open cut installation. The crossing details include a 36-inch steel casing for the force main. Construction drawings require contractor to restore the ditch crossing and lining.

FINANCIAL CONSIDERATIONS

Robert Sakata is not requiring any compensation for the agreement.

LEGAL/POLITICAL CONSIDERATIONS

None.

ALTERNATIVES/OPTIONS

- Approve the Crossing Agreement
- Redesign route to avoid the Sakata Ditch crossings
- Do nothing

STAFF RECOMMENDATIONS

City staff recommends approval of the Crossing Agreement with Sakata Farms.

Attachments: a. Sakata Farms Crossing Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

**CROSSING AGREEMENT
FOR
FORT LUPTON FORCE
MAIN CROSSING
(Sakata Farms, Inc.)**

THIS AGREEMENT ("Agreement"), made this ____ day of _____, 2023, by and between THE CITY OF FORT LUPTON, a Colorado statutory city, hereinafter ("FORT LUPTON"), whose address is 130 South McKinley Avenue, Fort Lupton, Colorado 80621, and Sakata Farms, Inc., a _____ hereinafter ("SAKATA"), whose address is 384 E Bromley Ln, SAKATA, CO 80601. FORT LUPTON and SAKATA are hereinafter referred to as the "Parties" or individually as "Party".

FACTUAL RECITALS

A. SAKATA owns two canals or ditches located along CDOT 85 right-of-way (hereinafter collectively called the "Ditches"). Both Sakata Ditches transport water and each Ditch is approximately shown on the plans attached hereto and incorporated herein as **Exhibit A** (the "Property").

B. There is a valid and existing right of way and easement for the Ditches and sufficient lands on each side of the Ditches to allow SAKATA to fully enjoy and utilize the easements and rights of way (the "Ditch Easements"). A portion of the Ditch Easements are generally located within the Property, as approximately shown on **Exhibit A**.

C. FORT LUPTON intends to install, via open-cut, a 6.5-mile force main ("Main Line") to convey wastewater from the existing Wastewater Treatment Facility to the Metro Northern Wastewater Treatment Plant. The project will include constructing, installing and maintaining the Main Line and related appurtenances, structures and facilities on, over across and under the Ditches where the Ditches cross the southbound side of U.S. Highway 85, approximately 1.25 miles north from the intersection of U.S. Highway 85 and Weld County Road 8, in Weld County, Colorado. The location, cross section and other specifics of the crossing, access to the Ditches, and the portions of the Main Line that will be located within the Ditch Easements, are further described and shown on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Crossing Area"). The Main Line, the improvements to the Ditches, and other improvements related to the Main Line are collectively referred to herein as (the "Improvements").

D. SAKATA has agreed to grant to FORT LUPTON a temporary construction license to construct, install, maintain, repair, replace, operate, inspect, and survey the Improvements in the Crossing Areas, in accordance with the provisions of this Agreement and pursuant to the plans and specifications attached hereto as **Exhibit A**, which have been

provided to SAKATA.

SAKATA also desires to grant to FORT LUPTON the right to cross on, over, across and under the Crossing Area via the Improvements, in accordance with the provisions of this Agreement. The time period spent constructing and/or installing the Improvements will be referred to herein as (the "Construction Phase").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by SAKATA, the parties mutually agree as follows:

1. The above Factual Recitals are incorporated herein as if fully set forth.
2. For good and valuable consideration, SAKATA hereby grants to FORT LUPTON the right to cross on, over, across or under the Crossing Area via the Improvements and right to install and maintain the Improvements in, on, over, across or under the Crossing Areas. The description of the crossings and Improvements are more specifically described and shown on **Exhibits A**, attached hereto and incorporated herein.
 2. FORT LUPTON will secure all necessary consents, authorizations and permits and shall perform the construction and/or installation of the Improvements in accordance with all applicable laws, rules, regulations, plans and specifications for the design, construction, repair and/or maintenance of the Improvements. SAKATA acknowledges that FORT LUPTON has provided the preliminary plans and specifications for the Improvements to SAKATA for its review and approval. SAKATA's review and any approval of such plans and specifications and the contemplated work shall not constitute an engineering review or supervision and does not affect, release and/or limit FORT LUPTON from any obligation, responsibility or liability to conduct such work in accordance with this Agreement and with all applicable governmental rules and regulations, or for the design, construction, repair and/or maintenance of the Improvements. FORT LUPTON and SAKATA agree to cooperate in good faith to coordinate any construction, maintenance, operation and/or repair of the Ditches, Ditch Easements, Crossing Areas and the Improvements. All construction, maintenance and repair of the Improvements thereto shall be done by FORT LUPTON, entirely without cost to SAKATA.
 3. SAKATA makes no representation or warranties as to whether FORT LUPTON obtained or needs to obtain consent from the owners of lands underlying and surrounding the Ditches and Ditch Easements within the area shown in Exhibit A, or the owners of any existing pipelines, utility lines or other structures on, over, across or under the Property or other lands surrounding the Ditches and Ditch Easements prior to commencing construction of the Improvements. SAKATA shall be without liability for any damage to said owners as a result of FORT LUPTON's exercise of its rights pursuant to this Agreement, except as to such damage as may be caused by the gross negligence or willful misconduct of SAKATA.
 4. The Improvements shall be constructed, maintained and repaired and replaced by FORT LUPTON, including the underlying ditch structures, at its expense, upon notice to SAKATA as recited below; however, in the event any sum is expended by SAKATA, after reasonable attempts to notify FORT LUPTON, for emergency repairs and maintenance of the Improvements that are necessary to maintain or restore proper functioning of the Ditches, FORT LUPTON shall reimburse SAKATA for such reasonable costs, fees and/or expenses related

to such repairs and maintenance. Emergency repairs and maintenance by SAKATA shall only be authorized under this Agreement when there is an unexpected occurrence that necessitates immediate repairs and/or maintenance to prevent, mitigate, and/or remedy injury to persons and/or damage to property, which such repairs and/or maintenance cannot be timely performed by FORT LUPTON, as reasonably determined by SAKATA. In the event that SAKATA finds it necessary to make any emergency repairs and maintenance to the Improvements and/or any appurtenances, SAKATA shall be without liability for damage to FORT LUPTON, its agents, employees and/or other third parties, including without limitation all landowners, homeowners and business owners in or surrounding the Ditch, Ditch Easements and Crossing Areas, except as to such damage as may be caused by the gross negligence or wanton and willful misconduct of SAKATA. Determination of whether repair or maintenance is necessary and whether an emergency exists shall be in the reasonable discretion of SAKATA. In order to be reimbursed for such emergency repairs and/or maintenance, SAKATA shall provide to FORT LUPTON copies of all invoices for such repairs and/or maintenance within sixty (60) days of the date of the repairs and/or maintenance, and FORT LUPTON shall pay the same within sixty (60) days of the date of the receipt of such invoices.

5. In the event that SAKATA finds it necessary to make repairs and maintenance to the Ditches and/or the Ditch Easements, either now or at any future time, SAKATA shall be wholly without liability for damage to the Improvements, as the result of the making of such maintenance and repairs, except as to such damage as may be caused by the SAKATA's gross negligence or wanton and willful misconduct; prior to performing any such repair or maintenance that is reasonably expected to potentially adversely impact the Improvements, SAKATA will notify FORT LUPTON and will cooperate with FORT LUPTON to minimize the risk of damage to the Improvements. In the event repair or maintenance of the Ditch or the Ditch Easement is required or advisable to maintain proper functioning of the Ditch, and is due to the existence, construction, installation, surveying, inspection, operation, maintenance, repair or replacement of the Improvements, at the SAKATA's election, FORT LUPTON will promptly repair and maintain the Ditches and the Ditch Easements to the reasonable satisfaction of SAKATA, or alternatively, SAKATA shall perform or cause to be performed such repair and maintenance and FORT LUPTON shall promptly reimburse SAKATA for the reasonable and actual costs and expenses of such repair and maintenance. Determination of whether repair or maintenance to the Ditches and the Ditch Easements is necessary or advisable and the nature and extent of such repair or maintenance shall be in SAKATA's reasonable discretion. In order to be reimbursed for such emergency repairs and/or maintenance, SAKATA shall provide to FORT LUPTON copies of all invoices for such repairs and/or maintenance within 60 days of the date of the repairs and/or maintenance, and FORT LUPTON shall pay the same within 60 days of the date of the receipt of such invoices.

6. SAKATA shall have full power to operate, maintain, alter, enlarge, relocate, clean and manage the Ditches and Ditch Easements as if this Agreement had not been made, and any expense and/or damages caused thereby to FORT LUPTON shall not be chargeable to SAKATA. In the event, however, that any such action on the part of SAKATA could reasonably be expected to affect the Improvements, except in the event of emergency repairs, SAKATA agrees to give prior notice to FORT LUPTON and to reasonably cooperate with FORT LUPTON to avoid injuries or damages to the Improvements. In the event that SAKATA finds it necessary to perform emergency repairs to the Ditches and Ditch Easements, either now or at any future time, SAKATA shall be wholly without liability for damages

to the Improvements as the result of the performance of said repairs, except as to such damage as may be caused by gross negligence or wanton and willful misconduct. Determination of whether an emergency exists shall be at the sole reasonable discretion of SAKATA.

7. The Construction Phase shall be completed prior to April 1, 2024, unless written consent by SAKATA for an extension is granted, and shall be accomplished during the non-irrigation season, unless otherwise agreed to by SAKATA.

8. The Construction Phase, and any subsequent repair and/or maintenance of the Improvements shall be entirely without disturbance of the flow of water through the Ditch, unless permission in writing is first received from SAKATA for such disturbance. FORT LUPTON expressly agrees that it shall be liable to SAKATA and/or its shareholders for damages for any unauthorized use or disturbance of the flow of water through the Ditch, without the SAKATA's prior written permission. Upon completion of any activity upon the Crossing Area by FORT LUPTON, FORT LUPTON shall clean the Ditch and ditch bank area to cause it to be in substantially the same or better condition than existed prior to commencement of such activity, including the compacting of any disturbed soils.

9. Upon the completion of the project, FORT LUPTON shall promptly notify SAKATA, and provide an "as-built" survey to SAKATA, and the Parties shall jointly inspect the Ditch at the location of the Improvements. If there are any material deficiencies in the work of FORT LUPTON or any material variation from the plans, FORT LUPTON shall forthwith remedy the same. In so doing, FORT LUPTON shall meet all reasonable requirements of SAKATA for the protection of the Ditch comparable to conditions prior to the construction of the project.

10. The Improvements shall be owned by FORT LUPTON. Installation, construction, repair and/or maintenance of the Improvements shall be entirely without cost to SAKATA.

11. To the extent permitted by law, FORT LUPTON shall indemnify and hold SAKATA, its officers, directors, employees, shareholders and successors and assigns, harmless from any and all liability, losses, damages and expenses, including attorneys' fees, arising in connection with the exercise by FORT LUPTON of its rights pursuant to this Agreement, including, but not limited to, any personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of use of the Crossings, Crossing Areas and the Improvements thereon by SAKATA and/or its employees and/or invitees, and by other third parties, except to the extent caused by the gross negligence or intentional misconduct of SAKATA or its shareholders, employees, agents, contractors and/or subcontractors.

12. FORT LUPTON hereby covenants and agrees:

A. FORT LUPTON shall not install a fence, plant trees, brush or vegetation that obstructs access to the Ditches, the Ditch Easements or the Crossing Areas, or construct any building within the Ditches, the Ditch Easements or Crossing Areas, unless written authorization is first received from SAKATA.

B. FORT LUPTON shall promptly backfill any excavations made by it on the Ditches and Ditch Easements and repair any damage it shall do within the Ditches and Ditch Easements to the satisfaction of SAKATA.

C. FORT LUPTON shall not spill dirt, debris or other foreign material into the Ditches. In the event that dirt, debris or other foreign material is spilled into the Ditches, FORT LUPTON agrees to completely clean and restore the affected area of the Ditches to SAKATA's satisfaction.

D. If at any time the Improvements or any work by FORT LUPTON causes any settling in the Ditch embankments, the roads thereon, the Crossing Areas or any part of the Ditch Easements, FORT LUPTON will upon notification from SAKATA, make all reasonable repairs or replacements as may be necessary and required by SAKATA at FORT LUPTON's expense as soon as practicable.

13. To protect the Ditches during construction and installation of the Improvements, FORT LUPTON hereby covenants and agrees to the following:

A. Any trench or other excavation in connection therewith shall be backfilled, compacted and stabilized by FORT LUPTON to the reasonable satisfaction of SAKATA.

B. FORT LUPTON shall remove any hazardous materials and debris that may result from construction and installation of the Improvements and shall prevent any such hazardous materials and debris from flowing into the Ditches.

C. Should any water seepage or leakage from the Ditches occur as a result of FORT LUPTON's construction and installation of the Improvements, FORT LUPTON shall repair the Ditch to stop the seepage or leakage to the satisfaction of SAKATA. In the event FORT LUPTON fails to perform such repair, SAKATA may perform such repair and FORT LUPTON shall reimburse SAKATA for any reasonable expenses incurred in repairing the Ditch in order to stop the water seepage or leakage.

14. In the event either FORT LUPTON or SAKATA shall be in default in any of their covenants herein, so as to require the Party not in default to retain counsel to attempt to enforce said covenants and to commence legal or equitable action against the defaulting Party, upon a determination by the court of default, the defaulting Party shall be liable for all reasonable expenses of said litigation incurred by the enforcing Party, including, but not limited to docket fees, discovery and reasonable attorney's fees.

15. Any notice required or permitted hereunder shall be deemed effective when deposited in the United States mail, postage prepaid, first class and addressed to the party to whom notice is to be given, as follows:

If to SAKATA: Sakata Farms Inc.
Attn: Robert Sakata
384 E Bromley Ln
Brighton, CO 80601

If to FORT LUPTON: The City of Fort Lupton
Attn: Roy Vestal
130 South McKinley Avenue
Fort Lupton, Colorado 80621

In the event a different person or entity than the person or entity listed above shall be given notice, the other party shall be notified of this change in writing pursuant to this paragraph.

16. This Agreement and all the terms and conditions thereof shall extend to and be binding upon the successors and assigns of each of the parties hereto. This agreement shall run with the land described in **Exhibit A**. Upon transfer of its interests in this Agreement, FORT LUPTON, its successors and assigns, agrees to inform SAKATA of the name of the transferee.

17. This Agreement shall be interpreted and enforced under the laws of the State of Colorado. In the event of arbitration or litigation, venue shall be exclusively proper in Weld County, Colorado. In the event any construction is to be made of this Agreement, the same shall not be construed against either Party on the basis of that Party being the drafter of such language.

18. This Agreement is entered into between the Parties for the purposes set forth herein. It is the intent of the Parties that they are the only beneficiaries of this Agreement, and the Parties are only benefitted to the extent provided under the express terms and conditions of this Agreement.

19. The making, execution and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties or agreements other than those expressed in this Agreement. This Agreement embodies the entire understanding of the Parties as to the subject matter hereof and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to its subject matter unless expressly referred to in this Agreement. Modification of this Agreement by the Parties may be made only by a writing signed by the Party or Parties to be bound by the modification.

20. In computing any period of time under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Unless expressly indicated otherwise, all days shall be "calendar days," which means consecutive days including all holidays, Saturdays, and Sundays. "Business days" exclude federal holidays, Saturdays, and Sundays. If a deadline under this Agreement falls on a federal holiday, Saturday, or Sunday, the deadline shall be the next business day.

21. So long as FORT LUPTON has received the necessary consent from the owners of the lands underlying and surrounding the Ditch and Ditch Easement in the Crossing Area, FORT LUPTON and SAKATA agree that FORT LUPTON may record this Agreement, upon execution by both parties, with the Weld County Clerk and Recorder.

22. A copy of this Agreement may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be duly executed by the proper officers or agents and have affixed their seals hereto on the day and year first above written.

THE CITY OF FORT LUPTON:

By: _____
Zo Stieber-Hubbard, Mayor

The above and foregoing Agreement was acknowledged before me this ____ day of _____, 2023, Zo Stieber-Hubbard, Mayor, City of Fort Lupton, a Colorado statutory city.

WITNESS my hand and official seal.

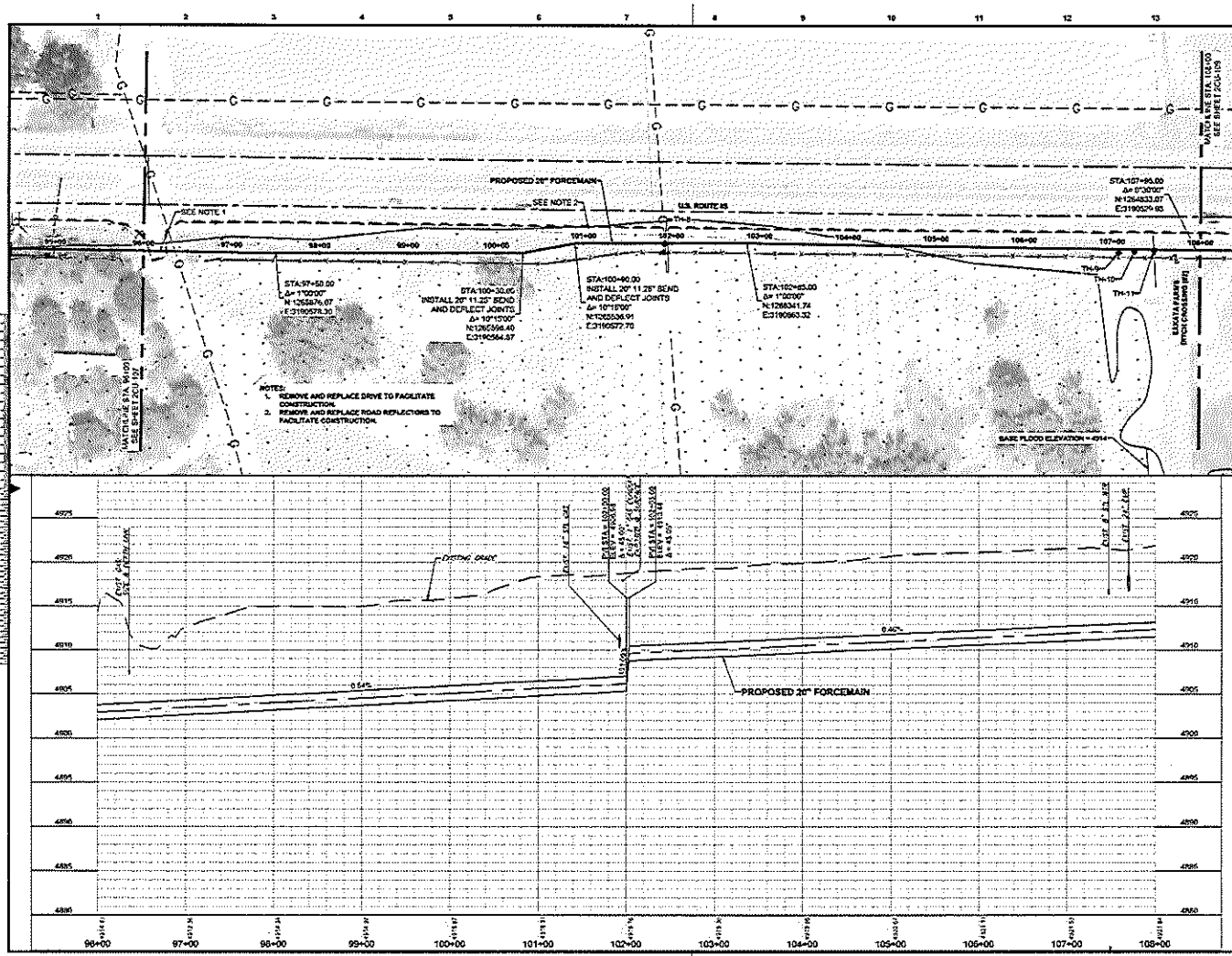
MY commission expires: _____

Notary Public
{SEAL}

Sakata Farms Inc.:

By: 
Robert Sakata

EXHIBIT A



no.	date	by	chk	description
A	06/16/22	RB	KH	80% REVIEW
B	09/19/22	RB	KH	90% REVIEW

VERTICAL SCALE 1"=10'
HORIZONTAL SCALE 1"=100'

PRELIMINARY - NOT FOR CONSTRUCTION

BURNS & MCDONNELL

1785 MARCONI CIRCLE, SUITE 400
CENTENNIAL, CO 80112
303.721.9200

DATE	DESIGNED
JUNE 2022	K. WEISS

DESIGNED BY	CHECKED BY
JL DRONG	K. HENSKE

Fort Lupton

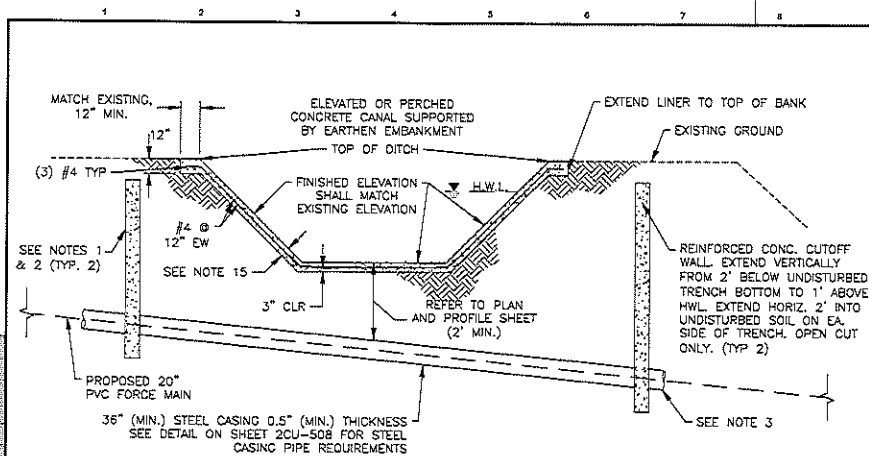
METRO CONNECTION
FORCE MAIN & LIFT STATION
FORCE MAIN PLAN AND PROFILE 969
STA. 96+00 TO STA. 108+00

13651 (continued)

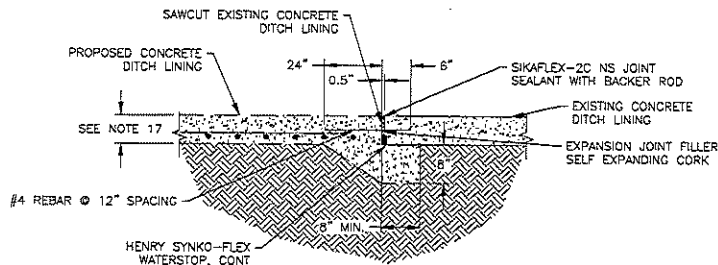
2CU-108 B

Sheet 22 of 222

File: 136511 2CU-108.dwg



TYPICAL UTILITY CROSSING SECTION - CONCRETE LINER
NOT TO SCALE



CONNECTION TO EXISTING LINING - CONCRETE LINER
NOT TO SCALE

- NOTES:**
1. #4 @ 12" OC EW, EF, TOTAL THICKNESS 12". INSTALL WATERSTOP AT ALL COLD JOINTS.
 2. CONCRETE MIX SHALL BE 4500 PSI PER SPECIFICATION SECTION 03 30 05.
 3. LENGTH OF OPEN CUT CASING INSTALLATION AT DITCH/CANAL CROSSING SHALL BE AS SHOWN ON PLAN AND PROFILE DRAWINGS BUT NO LESS THAN 5' EACH SIDE OF TOP OF DITCH.
 4. CARRIER PIPE SHALL BE ISOLATED FROM STEEL CASING OR METAL SUPPORTS/METAL WEDGES A MINIMUM OF 3-INCHES.
 5. ALL ITEMS WELDED TO THE CASING DURING CONSTRUCTION SHALL BE REMOVED AND GROUND DOWN TO PREVENT UNINTENDED CONTACT WITH CARRIER PIPE.
 6. INSTALL HOLD DOWN JACKS, BLOCKING, OR CASING SPACERS BETWEEN CASING AND CARRIER PIPE ON EACH JOINT TO RESIST FORCES/MOVEMENTS DURING ANNUAL GROUTING PLACEMENT AND PRIOR TO BACKFILLING. HOLD DOWN JACKS, BLOCKING, OR CASING SPACERS SHALL BE NON-CONDUCTING SYSTEM THAT WILL NOT CORRODE OR DAMAGE THE CARRIER PIPE.
 7. CASING END SEALS/BULKHEADS SHALL BE SIZED TO ACCOMMODATE DIAMETER OF THE CASING PIPE. THESE SEALS SHALL BE INSTALLED USING NON-CONDUCTIVE MATERIALS THAT WILL NOT CORRODE OR DAMAGE THE CARRIER PIPE. SECURELY STABILIZE THE END SEALS DURING GROUTING TO PREVENT SPILLOUT OF ANNUAL GROUT.
 8. MIN. CLEARANCES SHOWN ON THE PLAN AND PROFILE DRAWINGS ARE TO THE O.D. OF THE CASING PIPE. ADJUST PROFILE AS REQUIRED TO MAINTAIN CLEARANCES IDENTIFIED TO O.D. OF CASING OR TO MAINTAIN ELEVATION OF CROWN OF CASING AS SHOWN ON THE PLAN AND PROFILE DRAWINGS.
 9. TEST CARRIER/HOST PIPE AND CASING PIPE FOR ELECTRICAL ISOLATION BY CERTIFIED CATHODIC PROTECTION TECHNICIAN, BEFORE AND AFTER ANNUAL GROUTING PLACEMENT AND PRIOR TO BACKFILLING THE SHAFTS.
 10. INSTALL LINER ALONG THE DITCH/CANAL PER LIMITS SHOWN ON PLAN AND PROFILE DRAWINGS OR A MIN. 15' BEYOND TRENCH DISTURBANCE.
 11. CONTRACTOR SHALL MATCH EXISTING GRADES PRIOR TO INSTALLATION OF OPEN CUT CROSSING/CASING.
 12. CROSSING WILL NEED TO TAKE PLACE DURING THE WINTER SHUTDOWN OF THE DITCH (TYPICALLY NOVEMBER 15TH THROUGH MARCH 1ST). CONTRACTOR TO COORDINATE WORK WITH DITCH OWNER.
 13. DETAIL AND PLACE REINFORCEMENT IN ACCORDANCE WITH ACI SP-66, ACI 301, ACI 318, AND CRSI MANUAL OF STANDARD PRACTICE.
 14. REINFORCING LAP SPICE LENGTHS SHALL BE 18" FOR #4 BAR AND 24" FOR #5 BAR UNLESS NOTED OTHERWISE ON THE DRAWINGS.
 15. CONTRACTOR TO MATCH THICKNESS OF EXISTING CONCRETE DITCH LINING. IF EXISTING CONCRETE IS LESS THAN 6" OR GREATER THAN 10" CONTACT ENGINEER FOR REVIEW.
 16. RECONSTRUCTION OF THE EMBANKMENT SUPPORTING THE CONCRETE LINER SHALL FOLLOW SPECIFICATION SECTION 31 20 50.

no.	date	by	chkd	description
A	08/10/22	RD	KH	10% REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION

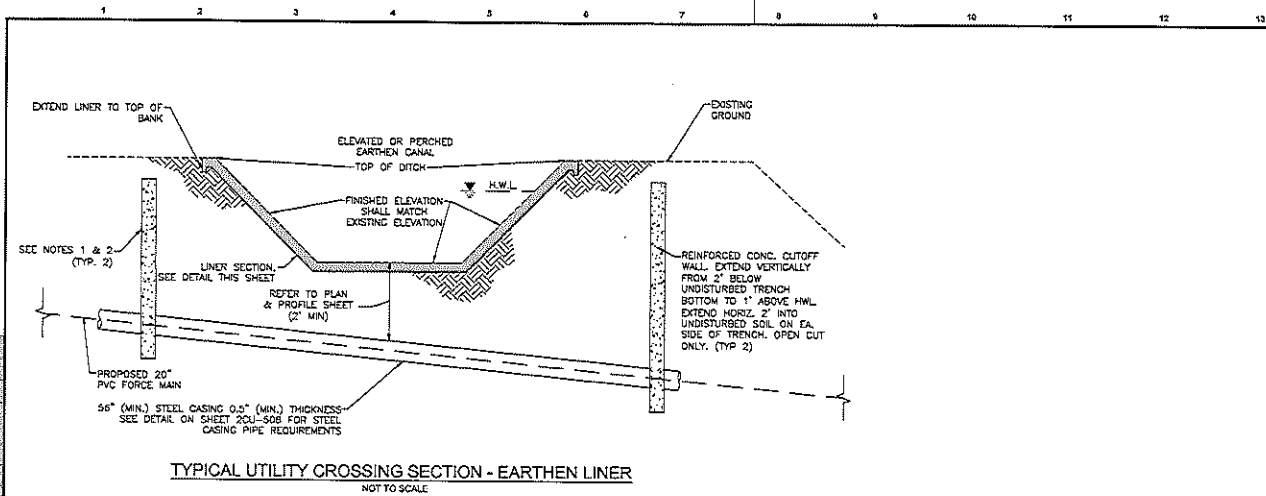
BURNS MEDONNELL

9785 MAROON CIRCLE, SUITE 400
CENTENNIAL, CO 80112
303-721-9202

DATE	JUNE 2022	DRAWN	K. WELSH
DESIGNED	R. BRING	CHECKED	K. HICKSKE

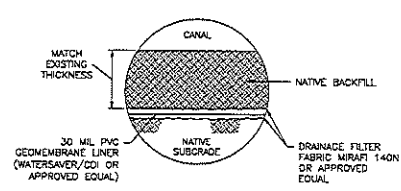
Fort Lupton

METRO CONNECTION FORCE MAIN & LIFT STATION DITCH CROSSING DETAIL 1 - CONCRETE LINER			
PROJECT	130561	CONTRACT	(unmarked)
DESIGNED	2CU-506	REV.	A
SHEET	48	OF	500
FILE	130561_2CU-506.dwg		



TYPICAL UTILITY CROSSING SECTION - EARTHEN LINER
NOT TO SCALE

- NOTES:**
1. #5 @ 12" OC EW, BF, TOTAL THICKNESS 12". INSTALL WATERSTOP AT ALL COLD JOINTS.
 2. CONCRETE MIX SHALL BE 4,500 PSI PER SPEC SECTION 03 30 00.
 3. LENGTH OF OPEN CUT CASING INSTALLATION AT DITCH/CANAL CROSSING SHALL BE AS SHOWN ON PLAN AND PROFILE DRAWINGS BUT NO LESS THAN 9' EACH SIDE OF TOP OF DITCH.
 4. CARRIER PIPE SHALL BE ISOLATED FROM STEEL CASING OR METAL SUPPORTS/METAL WEDGES A MINIMUM OF 3/4" HIGHS.
 5. ALL ITEMS WELDED TO THE CASING DURING CONSTRUCTION SHALL BE REMOVED AND GROUND DOWN TO PREVENT UNINTENDED CONTACT WITH CARRIER PIPE.
 6. INSTALL HOLD DOWN JACKS, BLOCKING, OR CASING SPACERS BETWEEN CASING AND CARRIER PIPE ON EACH JOINT TO RESIST FORCES/MOVEMENTS DURING ANNUAL GROUTING PLACEMENT AND PRIOR TO BACKFILLING. HOLD DOWN JACKS, BLOCKING, OR CASING SPACERS SHALL BE NON-CONDUCTING SYSTEM THAT WILL NOT CORRODE OR DAMAGE THE CARRIER PIPE.
 7. CASING END SEALS/BULKHEADS SHALL BE SIZED TO ACCOMMODATE DIAMETER OF THE CASING PIPE. THESE SEALS SHALL BE INSTALLED USING NON-CONDUCTIVE MATERIALS THAT WILL NOT CORRODE OR DAMAGE THE CARRIER PIPE. SECURING/STABILIZE THE END SEALS DURING GROUTING TO PREVENT SPILLOUT OF ANNUAL GROUT.
 8. MIN. CLEARANCES SHOWN ON THE PLAN AND PROFILE DRAWINGS ARE TO THE O.D. OF THE CASING PIPE. ADJUST PROFILE AS REQUIRED TO MAINTAIN CLEARANCES IDENTIFIED TO O.D. OF CASING OR TO MAINTAIN ELEVATION OF CROWN OF CASING AS SHOWN ON THE PLAN AND PROFILE DRAWINGS.
 9. TEST CARRIER/HOST PIPE AND CASING PIPE FOR ELECTRICAL ISOLATION BY CERTIFIED CATHODIC PROTECTION TECHNICIAN, BEFORE AND AFTER ANNUAL GROUTING PLACEMENT AND PRIOR TO BACKFILLING THE SHAFTS.
 10. CONTRACTOR SHALL MATCH EXISTING GRADES PRIOR TO INSTALLATION OF OPEN CUT CROSSING/CASING.
 11. OVER EXCAVATE AND USE STABILIZATION MATERIAL WHEN WET AND UNSUITABLE OR UNEXPECTED TRENCH CONDITIONS ARE FOUND DURING CONSTRUCTION.
 12. CROSSING WILL NEED TO TAKE PLACE DURING THE WINTER SHUTDOWN OF THE DITCH, CONTRACTOR TO COORDINATE WORK WITH DITCH OWNER.
 13. RECONSTRUCTION OF THE EMBANKMENT SUPPORTING THE DITCH LINER SHALL FOLLOW SPECIFICATION SECTION 31 20 50.
 14. THE INTENT OF RECONSTRUCTION OF THE EXISTING DITCH IS TO MATCH CURRENT CONDITIONS. CONSULT ENGINEER FOR REVIEW IF IT IS FOUND THAT EXISTING CONDITIONS IN THE FIELD DIFFER FROM THOSE DETAILED ON THIS SHEET.



LINER SECTION w/ NATIVE BACKFILL
NOT TO SCALE

no.	date	by	chk	description
A	05/10/22	RD	104	100% REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION

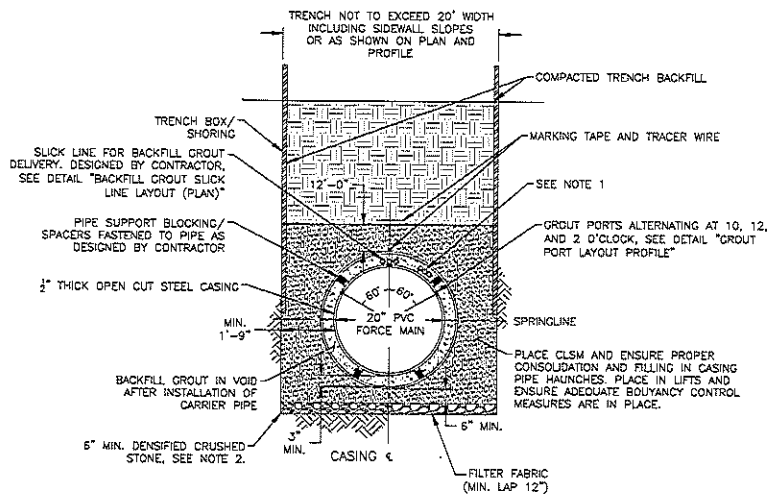
BURNS & MCDONNELL
9785 MARSHON CIRCLE, SUITE 400
CENTENNIAL, CO 80112
303-721-9022

DATE	JUNE 2022	DRAWN	K. WEISS
DESIGNED	R. BRONKS	CHECKED	K. HENSEKE

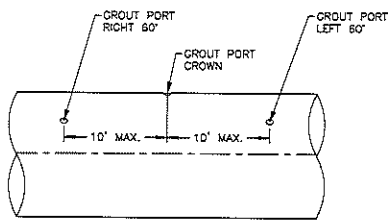
Fort Lupton

METRO CONNECTION
FORCE MAIN & LIFT STATION
DITCH CROSSING DITCH, H -
EARTHEN LINER

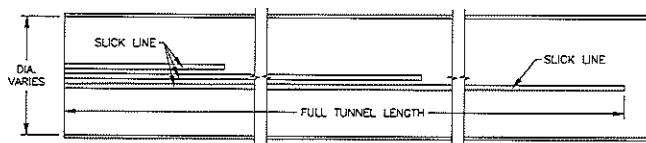
PROJECT	135681	CONTRACT	(CONTRACT)
SHEET	2CU-507	REV.	A
SHEET	43	OF	602
FILE	135681_2CU-507.dwg		



DITCH CROSSING CROSS SECTION - STEEL CASING PIPE
NOT TO SCALE



GROUT PORT LAYOUT PROFILE
NOT TO SCALE



BACKFILL GROUT SLICK LINE LAYOUT (PLAN)
NOT TO SCALE

- NOTES:
1. INSTALL THREE (3) FLEXIBLE HDPE CONDUITS MANUFACTURED ACCORDING TO ASTM F2160 AND MEETING UL651A. CONDUITS SHALL BE SOR-11 RIBBED INTERIOR/SMOOTH EXTERIOR TYPE, NOMINAL 2-INCH INSIDE DIAMETER. REFER TO SPECIFICATION SECTION 26 05 35 - RACEWAYS, BOXES, SEALS AND FITTINGS FOR ELECTRICAL SYSTEMS FOR MORE INFORMATION.
 2. OVER EXCAVATE AND USE STABILIZATION MATERIAL WHEN WET AND UNSUITABLE OR UNEXPECTED TRENCH CONDITIONS ARE FOUND DURING CONSTRUCTION.

no.	date	by	chkd	description
A	06/19/22	RD	KH	100% REVIEW

PRELIMINARY - NOT
FOR CONSTRUCTION

**BURNS
MCDONNELL**

9785 MAROON CIRCLE, SUITE 400
CENTENNIAL, COLORADO 80112
303-721-5592

date	JUNE 2022	designed	K. WELTZ
drawn	K. BYONG	checked	K. HENGE

Fort Lupton

METRO CONNECTION FORCE MAIN & LIFT STATION DITCH CROSSING DETAIL II - STEEL CASING PIPE			
sheet	135581	of	(contract)
drawing	2CU-508	rev.	A
sheet	50	of	508
file	135581_2CU-508.dwg		



SUBJECT FOR DISCUSSION

Approve Structure Agreement for Well (W-125) at the Perry Pit with Holcim-WCR, Inc. for the Wattenburg Lakes Mine

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Holcim- WCR (Holcim) is planning to conduct limited mining and completion of reclamation work at the Wattenburg Lakes Mine located south of the Perry Pit. As a requirement of their amendment to the Reclamation Permit application with the Colorado Division of Reclamation Mining and Safety, Holcim must issue structure agreements to all structure owners within 250 feet of the affected land boundary.

The agreement requires Holcim to compensate for any damages to the structures caused by the mining operations.

The identified well is not a pumping well. It appears to be a monitoring well at the Perry Pit. The risk associated with damaging the well is minor.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the agreement
- B. Reject agreement.
- C. Delay action on the agreement to gather more information.

STAFF RECOMMENDATIONS

City staff recommends approval of the Structure Agreement with Holcim.

Attachments: a. Structure Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



May 8, 2023

City of Fort Lupton
Public Works
130 South McKinley Ave.
Fort Lupton, CO 80621

RE: Request for Structure Agreement for Wattenberg Lakes Mine Permit Amendment

To whom it may concern,

Holcim-WCR, Inc. (Holcim) is planning to conduct limited mining and to complete reclamation of their Wattenberg Lakes Mine in Weld County, Colorado under a permit amendment with the Colorado Division of Reclamation, Mining and Safety (DRMS). The property is located in portions of Section 25, 30 and 36, Township 1 North, Range 67. West of the 6th P.M., Weld County, Colorado.

Holcim is applying to the DRMS for an amendment to their current 112 Reclamation Permit. We have identified one or more structures that we believe you own within 200 feet of the affected area associated with this Permit. As part of their application and planning, Holcim has taken steps to prevent any impact to your structure(s).

Consistent with DRMS Construction Materials Rule 6, Section 6.4.20, Holcim, as the permit applicant, shall identify permanent man-made structures within 200 feet of the affected area of the proposed mine site and request a notarized agreement with each structure owner, indicating that Holcim will compensate the structure owner for any damage to the structure(s) caused by Holcim.

Attached to this letter you will find the Structure Agreement. The Agreement assures you that Holcim will take responsibility for damage to your structure(s) if Holcim's mining or reclamation activities unexpectedly affect your structure(s). The DRMS provided the language used in the Structure Agreement. Also attached to this letter is a draft copy of the Location/Index Map, Mining Plan Map, and the Structures Map associated with the Wattenberg Mine application to help you understand the location of your structures in relation to the permit boundary and Holcim's planned mining.

Please note any corrections or additional information on the list of structures, and then sign and notarize the Agreement and return the Agreement in the enclosed, stamped and addressed envelope as soon as possible, preferably no later than Monday, June 5, 2023.

Once received, Holcim will sign the agreement; then we will send you a fully executed copy for your records.

If you have any questions about this request, please contact Fred Charles at fred.charles@tetratech.com or (720) 864-4504. Thank you for your consideration.

Sincerely,

TETRA TECH

A handwritten signature in blue ink that reads 'Fred Charles'.

Fred Charles, PE
Senior Engineering Manager

cc: DRMS

Enclosures: Maps
Structure Agreement
Addressed, stamped envelope to use to return the Structure Agreement

Tetra Tech
351 Coffman Street, Suite 200, Longmont, CO 80501
Tel 303-772-5282 Fax 303-772-7039 tetratech.com

STRUCTURE AGREEMENT

This letter has been provided to you as the owner of a structure on or within 200 feet of a proposed mine site. The State of Colorado, Division of Reclamation, Mining and Safety ("Division") requires that where a mining operation may adversely affect the stability of any significant, valuable and permanent man-made structure located within 200 feet of the affected land, the Applicant shall either:

- a) Provide a notarized agreement between the Applicant and the Person(s) having an interest in the structure, that the Applicant is to provide compensation for any damages to the structure; or
- b) Where an agreement cannot be reached, the Applicant shall provide an appropriate engineering evaluation that demonstrates that such structure shall not be damaged by activities occurring at the mining operation; or
- c) Where such structure is a utility, the Applicant may supply a notarized letter, on utility letterhead, from the owner(s) of the utility that the mining and reclamation activities, as proposed, will have "no negative effect" on their utility. (*Construction Materials Rule 6.3.12 and Rule 6.4.19 & Hard Rock/Metal Mining Rule 6.3.12 and Rule 6.4.20*)

The Colorado Mined Land Reclamation Board ("Board") has determined that this form, if properly executed, represents an agreement that complies with Construction Materials Rule 6.3.12(a), Rule 6.4.19(a), and C.R.S. 34-32.5-115(4)(e) and with Hard Rock/Metal Mining Rule 6.3.12(a), Rule 6.4.20(a), and C.R.S. 34-32-115(4)(d). This form is for the sole purpose of ensuring compliance with the Rules and Regulations and shall not make the Board or Division a necessary party to any private civil lawsuit to enforce the terms of the agreement or create any enforcement obligations in the Board or the Division.

The following structures are located on or within 200 feet of the proposed affected area:

1. Well (W-125)
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY: _____

Structure Owner: _____ Name: _____

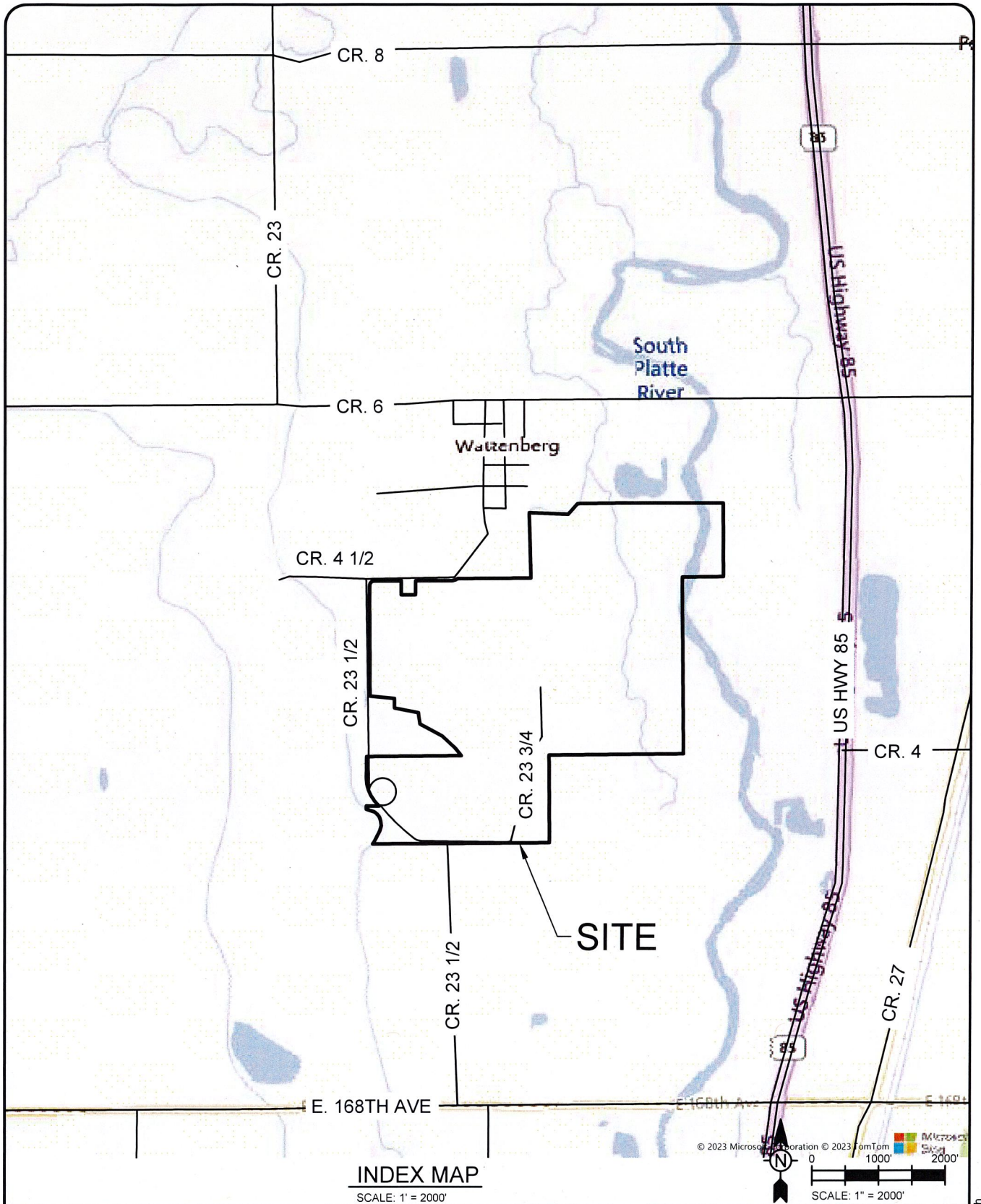
Date: _____ Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 20____, by
_____ as _____ of _____.

Notary Public My Commission Expires: _____

4/20/2023 4:28:49 PM - O:\PROJECTS\LONGMONT\110117-7110001\CAD\ISHEET\FILES\WATTENBERG RECLAMATION\EXHIBIT B INDEX MAP.DWG - WEATHERL, LAURA



TETRA TECH

www.tetrattech.com

351 Coffman Street, Suite 200
Longmont, CO 80501
Phone: (303) 772-5282

HOLCIM - WCR, INC.
WATTENBERG LAKES
WELD COUNTY, COLORADO

**EXHIBIT B
INDEX MAP**

PROJ: 117-7110001

DATE: April 20, 2023

DESN: FC

Exhibit

B

Copyright: Tetra Tech

Bar Measures 1 inch



LEGEND

PERMIT BOUNDARY APPROXIMATE

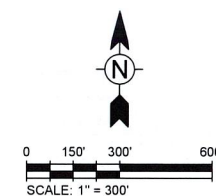
200' BUFFER

PARCEL BOUNDARY

STRUCTURE ID

WATER WELL STRUCTURE ID

NOTE:
THIS DRAWING WAS PREPARED BASED ON AVAILABLE TITLE COMMITMENT, COUNTY, AND SITE INFORMATION FOR THE PURPOSES OF IDENTIFYING STRUCTURES WITHIN THE PERMIT AREA AND WITHIN A 200-FOOT BUFFER OUTSIDE THE PERMIT AREA. ANY WORK IN THE AREA SHALL REQUIRE SITE-SPECIFIC IDENTIFICATION AND MARKING OF UTILITIES IMMEDIATELY PRIOR TO THE WORK. TETRA TECH IS NOT RESPONSIBLE FOR THE ACCURACY, NOR FOR ERRORS OR OMISSIONS, RELATED TO THE LOCATION AND DETAILS OF ANY UNDERGROUND UTILITIES OR OTHER STRUCTURES.



TETRA TECH

www.tetrattech.com
351 Coffman Street, Suite 200
Longmont, Colorado 80501
Phone: (720) 864-4507

[illegible]

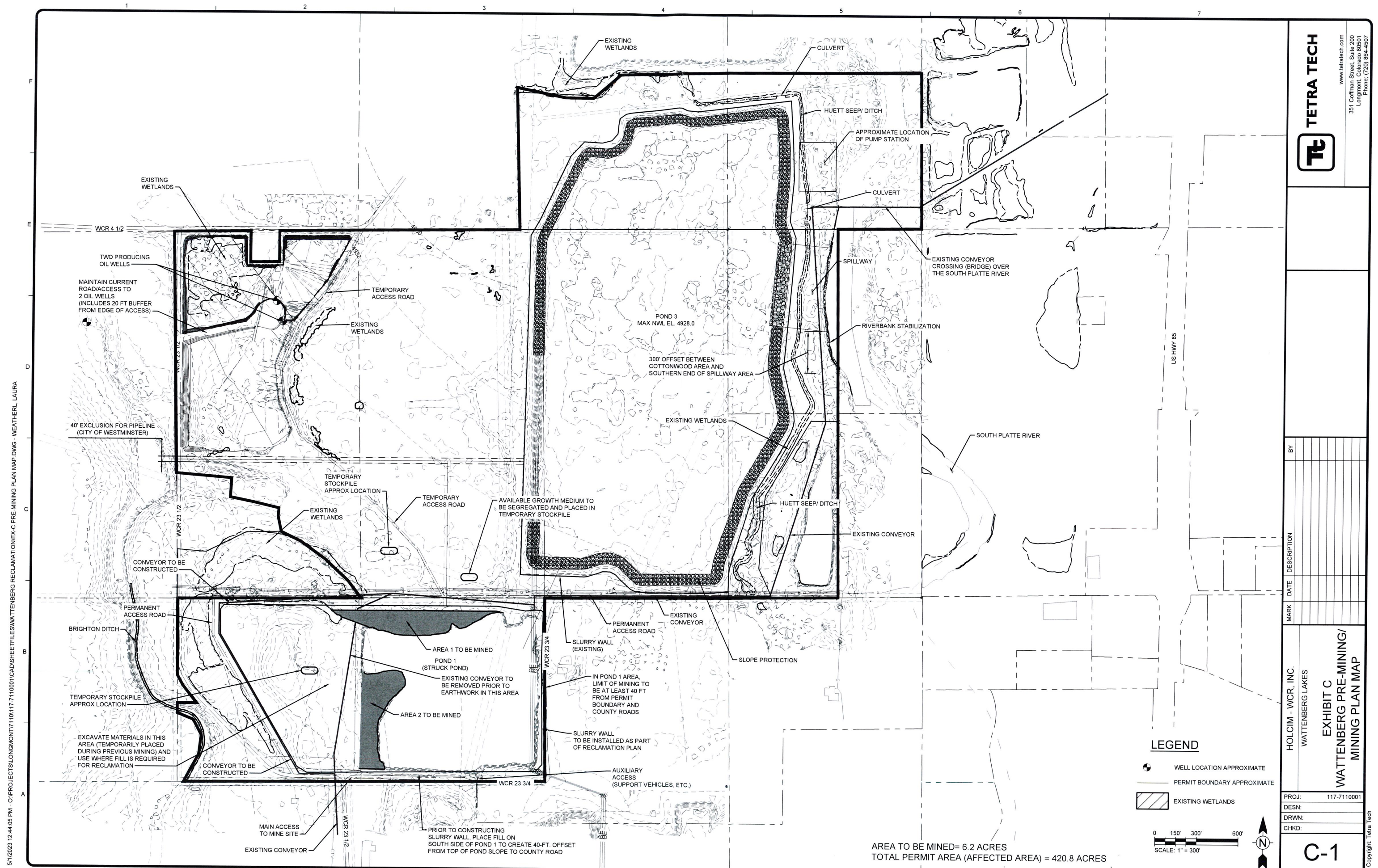
HOLCIM - WCR, INC.
WATTENBERG LAKES

PROJ:	117-7110001
DESN:	
DRWN:	
CHKD:	

C2

Copyright: Tetra Tech

Bar Measures 1 inch, otherwise drawing not to scale



351 Coffman Street, Suite 200
Longmont, Colorado 80501
Phone: (720) 864-4507

[illegible]

HOLCIM - WCR, INC.
WATTENBERG LAKES

EXHIBIT C
WATTENBERG PRE-MINING/
MINING PLAN MAP

PROJ:	117-7110001
DESN:	
DRWN:	
CHKD:	

C-1

Copyright: Tetra Tech



SUBJECT FOR DISCUSSION

Accepting the Revitalizing Main Streets Opportunity 2 Program Grant from Colorado Department of Transportation (CDOT) to Reconstruct the Sidewalks on Harrison Avenue for a Maximum Grant Amount of \$250,000.00 with a 10 Percent Matching Funds

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City applied for a Main Street Grant for the sidewalks associated with the Harrison Avenue Reconstruction project in February 2023. We have been notified of award by CDOT.

Construction must be completed by June 30, 2024 in accordance with the terms of the grant agreement. Project has been bid out and awarded. Anticipated start of construction is beginning of July with completion contracted within 120-days. The sidewalk construction will be one of the first items to be completed.

FINANCIAL CONSIDERATIONS

Not applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Accept grant award
- Do nothing

STAFF RECOMMENDATIONS

Staff recommends acceptance of the \$250,000 grant award from CDOT

Attachments:

- a. Award Notification
- b. Purchase Order
- c. Terms and Conditions

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



COLORADO
Department of Transportation
Division of Transportation Development

Multimodal Planning Branch
2829 W. Howard Pl., Denver, CO 80204

City of Fort Lupton

June 2, 2023

Dear Chris,

Congratulations. The Colorado Department of Transportation (CDOT) has reviewed the application submitted by the City of Fort Lupton for the Revitalizing Main Streets (RMS) Opportunity 2 funds. This letter provides the official notification for approval of the award. This letter provides information regarding the execution of the grant. Please return the signed affidavit after reading all materials shared with you.

Funds

The Harrison Avenue Reconstruction Project (North End) has been awarded funding, in the funding amount of: \$250,000. Please note the following detailed regarding these funds:

1. This grant requires the use of your local match minimum amount: \$25,000.
2. For the project being awarded funding, the allocation is for the reimbursement of funds up to, and not to exceed, the RMS Funding Amount listed above. If project costs overrun, exceeding the grant award and committed match, those costs are the responsibility of the local agency, no additional RMS grant funds are guaranteed for your project.
3. RMS funding operates on a reimbursable basis, therefore the grantee is required to capture all invoices for work within the scope of the project as well as copies of proof of payment for those invoices. Those will be submitted to CDOT along with the invoice cover sheet for reimbursement. Note reimbursement is not immediate. Once the invoices and cover sheets are validated to be accurate, the process for reimbursement can take weeks to process. A CDOT Local Agency Billing Form is attached to this email.

Timeline:

The timeline for which your award has been granted is: 06/01/2023 to 06/30/2024. Please note the following detailed regarding this timeline:

1. If delays arise that impact project readiness and subsequent project completion, please reach out to us at minimum 4 months before your expiration date.
2. If an extension request is not submitted and approved within four months of the end date of the Purchase Order, CDOT may not be able to extend the current contract. This could result in a work stop period. In addition, CDOT reserves the right to remove this award and reallocate funding to the next ranked application.

Next Steps

After reading the small grant terms & conditions and your Purchase Order document, please return the signed affidavit before your project begins. In addition, determine your



organizational structure for keeping all records for this grant to ensure you can execute successfully.

Please be prepared to complete a Close Out Report and submit 'after' images once the project is completed.

Again, congratulations on your awarded project and we look forward to working with you.

Sincerely,



Neysa Bermingham

Revitalizing Main Streets Grant Administer

cdotmainstreets@state.co.us

Attachments:

- *Purchase Order*
- *Billing Invoice*
- *Small Dollar Grant Terms & Conditions*
- *Affidavit*
- *Close Out Report*

Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

DATE: 06/01/2023



Purchase Order
State of Colorado

Buyer: Phillip Caldwell
Phone Number: 303-757-9756
Agency Contact: KAREN Rand (Peterson)
Phone Number: 303-757-9760

IMPORTANT
The PO# and Line#
must appear on all
invoices, packing
slips, cartons and
correspondence

PO# 411035414
Award#:
BID#:



Page# 1 of 1

Vendor Master#: 2000045
Phone: 303-857-6694
Vendor Contact: DEBORAH STEPHEN

V
E
N
D
O
R
CITY OF FORT LUPTON
130 SOUTH MCKINLEY AVENUE
FORT LUPTON CO 80621

Invoice
TO: CDOT DTD Business Office
2829 W. Howard Place
Denver CO 80204

Payment will be made by this agency

Ship
TO: Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

Delivery/Installation Date: 06/30/2024

INSTRUCTIONS TO VENDOR

1. If for any reason, delivery of this order is delayed beyond the delivery/Installation date shown, please notify the agency contact named at the top left (Right of cancellation is reserved in instances in which timely delivery is not made). 2. All chemicals, equipment and materials must conform to the standards required by OSHA. 3. NOTE: Additional terms and conditions on reverse side or at address shown in Special Instructions.

SPECIAL INSTRUCTIONS
*The Small Dollar Grant Award Terms and Conditions supersede CDOT's Standard Terms and Conditions and can be found on our website:
<https://www.codot.gov/business/procurement-and-contract-services> or directly at:
https://drive.google.com/file/d/1SPHvQQpes69ghjik3Gf_aOBUoCGjBo2B/view

LINE	PRODUCT NUMBER PRODUCT CATEGORY DESCRIPTION	UOM PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00001	96100 23-HTD-ZB- 03579_HarrisonAveRecons trN.End	AU 7001	250,000.00	1.00	250,000.00

FY23 Revitalizing Main Streets Program Project
Project Manager: Morgan Olsen

The Revitalizing Main Streets grant is intended to help the City of Fort Lupton - Harrison Avenue Reconstruction (North End) Project.

Purchase Order number must be shown on all invoices. The amount shown on the Purchase Order is the total grant amount awarded by CDOT and shall be the maximum amount reimbursable to the Grantee. The Grantee is responsible for the minimum 10% required local match and any overage in project cost.

Project End Date: 06/30/2024

DOCUMENT TOTAL: 250,000.00

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS
<https://docs.google.com/document/d/163tsdL-HL3aALGtSuB8n37nDs0jVdrLk/edit?usp=sharing&ouid=115488077715681115005&rtpof=true&sd=true>
DP-01 (R-02/06)

FOR THE STATE OF COLORADO

Authorized Signature Date

Signature not required if PO transmitted electronically.

State of Colorado Small Dollar Grant Award Terms and Conditions

1. **Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the “Agreement”) shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award (“State”) and the Subrecipient identified on the face of the Small Dollar Grant Award (“Grantee”). If this Agreement refers to Grantee’s bid or proposal, this Agreement is an ACCEPTANCE of Grantee’s OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee’s acceptance, demonstrated by Grantee’s beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State’s financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
2. **Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee’s forms or invoices not included in this Agreement are void.
3. **Changes.** Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
4. **Definitions.** The following terms shall be construed and interpreted as follows: **(a) “Award”** means an award by a Recipient to a Subrecipient; **(b) “Budget”** means the budget for the Work described in this Agreement; **(c) “Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d) “UCC”** means the Uniform Commercial Code in CRS Title 4; **(e) “Effective Date”** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) “Federal Award”** means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a vendor or payments to an individual that is a beneficiary of a Federal program; **(g) “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient; **(h) “Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) “Matching Funds”** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j) “Recipient”** means the State agency identified on the face of the Small Dollar Grant Award; **(k) “Subcontractor”** means

State of Colorado Small Dollar Grant Award Terms and Conditions

third parties, if any, engaged by Grantee to aid in performance of the Work; (l) **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; (m) **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the “Super Circular,” which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and (n) **“Work”** means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively “Materials”), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively “Grantee Records”). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the “Record Retention Period”) of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee’s performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental

State of Colorado Small Dollar Grant Award Terms and Conditions

agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. **Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.
9. **Conflicts of Interest.** Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.
10. **Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.
11. **Payment.** Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the

State of Colorado Small Dollar Grant Award Terms and Conditions

Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.

12. **Term.** The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.
13. **Payment Disputes.** If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.
14. **Matching Funds.** Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late

State of Colorado Small Dollar Grant Award Terms and Conditions

charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. **Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).
16. **Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.
17. **Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
18. **Subcontracts.** Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.
19. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.
20. **Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

State of Colorado Small Dollar Grant Award Terms and Conditions

21. **Third Party Beneficiaries.** Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
22. **Waiver.** A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
23. **Indemnification.** *[Not Applicable to Inter-governmental agreements]* Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.
24. **Notice.** All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.
25. **Insurance.** Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent vendors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best

State of Colorado Small Dollar Grant Award Terms and Conditions

rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act. The State shall be named as additional insured on all commercial general liability policies required of Vendor. All insurance policies secured or maintained by Vendor in relation to this Purchase Order shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Vendor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

26. **Termination Prior to Grantee Acceptance.** If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.
27. **Termination for Cause.** If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.
28. **Termination in Public Interest.** The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.
29. **Termination for Funds Availability.** The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State

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funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. **Grantee's Termination Under Federal Requirements.** If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.
31. **Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.
32. **Grant Recipient.** Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**
33. **Compliance with Law.** Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
34. **Choice of Law, Jurisdiction and Venue.** **[Not Applicable to Inter-governmental agreements]** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and

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County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. **Prohibited Terms.** Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

- A. **Definitions.** The following terms shall be construed and interpreted as follows: **(a) “CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(b) “Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; **(c) “PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d) “PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e) “PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501. . “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et. seq.*, C.R.S. ; **(f) “State Confidential Information”** means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, **(g) “State Fiscal Rules”** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h) “State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; **(i) “State Records”** means any and all State data, information, and records, regardless of physical form; **(j) “Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) “Work Product”** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports,

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proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If

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Additional Terms & Conditions for Information Technology

Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State,

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which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.* In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Vendor, including, but not limited to, Vendor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If

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Vendor is given direct access to any State databases containing PII, Vendor shall execute, on behalf of itself and its employees, the certification [PII Individual Certification Form](#) or [PII Entity Certification Form](#) [Download form from Hyperlink] on an annual basis and Vendor's duty shall continue as long as Vendor has direct access to any State databases containing PII. If Vendor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Vendor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

L. Accessibility. Grantee shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current

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version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.



SUBJECT FOR DISCUSSION

Accepting a Proposal from A to Z Recreation for the Community Center Park Renovation Project Playground Equipment / Installation for an amount not to exceed \$471,846.50 to be paid from the GOCO Grant Account (\$300,000) and Weld Trust Grant Account (\$171,846.50).

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Recreation Department would like to purchase the playground equipment and installation (attachment A) from A to Z Recreation. See purchasing consideration below:

- Manufacturing time is expected to take approximately 3-4 months. Receipt and storage of the equipment will be the responsibility of City of Fort Lupton.
- Sourcewell purchasing cooperatives allows the City to save 15%, and that discount is reflected on the quotes – a \$59,551.50 savings.

FINANCIAL CONSIDERATIONS

The Community Center Park Renovation Project included the replacement of the 20 year old playground in the project budget for an amount not to exceed \$471,846.50 to be paid from the GOCO grant account (\$300,000) and Weld Trust grant account (\$171,846.50). Sourcewell purchasing cooperatives allows the City to save 15%, and that discount is reflected on the quotes – a \$59,551.50 savings.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

By using Sourcewell we are ensuring the lowest price for the playground equipment and installation.

STAFF RECOMMENDATIONS

Staff recommends to approve the purchase of the playground equipment and installation (attachment A) from A to Z Recreation for the amount not to exceed \$471,846.50.

Attachments: a. Quote
 b. Warranty

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

Fort Lupton Rec Center Playground

Burke Sourcewell #010521-BUR
City of Ft. Lupton Sourcewell ID 205290

Quote # **45085-7553** Expires: **07/08/2023**
Date: June 08, 2023
From: Michael Muriett | (480) 229-9895 | Michael@AtoZRec.com
To: Doug Cook - Recreation Manager
Phone: 720-466-6164
Email: dcook@fortluptonco.gov
Site Addr: 203 Harrison Dr
City, ST Zip: Fort Lupton CO 80621



BCI Burke Proposal #136-166773-5

DESCRIPTION	AMOUNT
Burke Custom Designed Playground for 2-5 and 5-12 year olds. Includes 3 bay swingset with shade, Nucleus Evolution tower with multiple slides and platforms for 5-12 and Nucleus Intensity structure for 2-5 with integrated shade. Also includes Burke Basics Items, PlayEnsemble Music features, BIBA playground games, custom sign.	\$397,010.00
<i>Sourcewell Discount 15%</i>	<i>(\$59,551.50)</i>
Sub Total	<u>\$337,458.50</u>
<i>BCI Burke's Industry Leading Generations Warranty</i>	<i>Free</i>
Freight to Installer's Yard	<u>\$15,285.00</u>
Total BCI Burke	\$352,743.50

BCI Burke Installation

PART	DESCRIPTION	QTY	UNIT	AMOUNT
	Installation of Burke Design Listed Above			<u>\$119,103.00</u>
			Total BCI Burke	\$119,103.00

Final Pricing

<i>Complete Terms & Conditions on Following Page</i>	Grand Total	\$471,846.50
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Prepared By: Michael Muriett

Lead Times listed are typical, but may be longer during peak season

Installation: **Installation date** will be penciled in upon order with the installation crew able to finalize schedule when equipment is in town, **typically on site 2-8 weeks** from time of all equipment arrival (weather dependent)

BCI Burke: **Currently Shipping 12-16 Weeks** from time of completed order documentation (color selections, etc.)

We have moved to an online signature process. When ready to proceed with this order, please contact your sales associate and a **DocuSign** link will be sent to you for signature.

TERMS & CONDITIONS

All Quotations & Orders are subject to the following. Your signature on the prior page indicates acceptance of all terms.

Purchasing Terms

- **Prices are good for 30 Days** unless otherwise noted. Color Selections required at time of order to hold pricing.
- A **50% Down Payment** is required at time of order. **50% Down Payment WAIVED for Sourcewell/OMNIA Purchases.**
- All remainders are **Due 30 Days** from date of final completion or ship date.
- Pre-payment by **Credit Card** available for orders under \$10,000. 2% processing fee will be added, as permissible by Colorado Law.
- Unless otherwise indicated, **freight pricing good for 30 days.**
- Pricing is based on our standard insurance coverage; COI available upon request. Additional required coverage is subject to price change.
- Pricing subject to change for any 3rd Party Systems required for Billing, Insurance Verification, Vendor Management, etc.
- Unless specifically listed, pricing does not include taxes, prevailing wages, payment/performance bonds, or 3rd party audits.
- **Colorado Orders:** Sales Tax will be added to your order. If sales tax is already included, this is an estimate and will be verified at time of final invoice. If you are Tax Exempt, please provide a copy of your **tax exempt certificate** when placing order.
- **Wyoming Orders:** Per Wyoming state tax statutes, A to Z Recreation does not have a nexus in WY. **Customer is responsible** for remitting all applicable sales tax.
- Interest accrues at 18% annually (1.5% monthly) on any outstanding balance not paid by due date. This excludes invoices for down payments as work will not begin until down payment is received.
- Customer agrees to pay all costs incurred in the collection of this account, including accrued interest, and all fees and costs of collection, with or without suit, including reasonable attorney's fees and other costs.

Delivery

- If installation is quoted, the unloading off the delivery truck is included Price includes storage of equipment at Installer's yard for up to 30 days, additional storage may be subject to additional charges.
- For materials only quotes, customer responsible for unloading delivery truck, which may require a **forklift**. Lift Gate Service might be available for an additional cost. Address changes made after order placement may result in an additional cost to change with the shipping company. Damages/shortages must be marked on driver's paperwork and reported to A to Z Rec within 3 business days.

Installation

- **Installation is not included unless expressly noted.**
- **EXCLUSIONS** Unless specifically listed, pricing **does not include** surveys, site prep, grading, excavation, demolition, security, perimeter/security fencing, dumpsters, irrigation revisions, landscape repairs, private locates, permits, licenses, inspections, Prevailing Wages/Certified Payroll, traffic control, or removal of footing spoils.
- **ACCESS** Direct access is required for a tractor or any other equipment necessary. Heavy equipment can leave marks on concrete during installation, unloading or tear out. We are not responsible for repairs. Price assumes free and easy access to site. Limited access, restricted hours, etc. may incur additional fees.
- **ROCK** If rock or abnormal soil conditions are encountered during installation, additional fees may apply but will be approved prior to proceeding.
- **SITE PREP** Customer is responsible for all site preparation unless expressly included in pricing. This includes but is not limited to: grading, excavation, curbing, ramps and drainage. Installation pricing assumes that site has been prepared to the proper depth, and that grade/slope does not exceed 1-2% in any direction.
- **DRAINAGE** Customer is responsible for identifying and notifying us of any known drainage issues.
- **LOCATES** Our installers will obtain main utility locates from 811. Owner is responsible for any private locates required and marking all other utilities, irrigation, and drainage/sewer system components. Customer agrees that we are not liable for any damage done to any type of underground utilities, including but not limited to sewer, electrical, telecommunications, or landscaping sprinkler lines/heads on the site chosen by the customer.
- **MOBILIZATIONS** Price assumes all work to be done at one time unless otherwise stated, additional mobilizations will have additional charges.

Surfacing

- **Playground surfacing should be installed after all equipment is installed or additional charges will apply.**
- **EXCLUSIONS** Unless specifically listed, pricing **does not include** drainage, stone, asphalt or concrete work, curb work.
- **EWf SURFACING** Costs for Installation by Blower Truck are predicated on the ability to deliver product with blower truck from reasonable distance (~less than 500' from final install point) and are for single drops. Additional drops to be priced per location.
- **TURF SURFACING** Prior to our arrival, the site must have the sub-base properly graded and compacted with proper drainage installed, and photographs of the site are required to confirm site readiness. Any disturbance to turf after installation by the customer, or any drainage issues caused by the installation, will cause product warranties to immediately become VOID.

Shade

- **FOOTINGS** At this stage, we can only provide an ESTIMATED footing size. The ACTUAL required footing size and steel reinforcing for this project can only be determined within the engineering process. We are including our closest size suggestion and this should be used for budget and quoting purposes only and SHOULD NOT be used for actual digging and pouring of footings for the project. **Additional costs for footings may be required once engineering is completed.**
- **ENGINEERING** Sealed Engineered Drawing and Calculation fees are **non-refundable** and will be collected at time of order in addition to any down payment required.
- **PERMITS** Unless specifically listed, customer is responsible for all permits. Our installer cannot begin footings until your permits are approved. If our installer is completing the permit process for you, we will complete Engineering and the Permit process **BEFORE** manufacturing begins.

If you agree to the price and terms on this quote in their entirety please sign the previous page to make it a legal work order.

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy®, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2022



SUBJECT FOR DISCUSSION

Approving a Resolution for Vista Meadows for a Preliminary Plat and PUD Plan.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

John Fitzsimmons and C3 Construction Management CO, LLC have submitted a request for a preliminary plat and PUD plan. This project is to be a residential subdivision that will include 23 residential estate lots, 333 single-family residential detached lots, and 56 single-family residential attached lots. The overall project density is to be 2.6 dwelling units per acre. The development will include pocket parks, open space, and interconnecting trails. A public hearing for this application was held on June 8, 2023, and Planning Commission recommended approval to City Council of the Vista Meadows Preliminary Plat.

The project is zoned as PUD, which is consistent with the property north of CR 12. Residential development, similar in scale, is currently under construction on the north side of CR 12. Property to the east, west and south are currently within Weld County. There are limited residences surrounding this property with the majority of the land being used for agriculture. A large landscape buffer has been proposed along the property boundary for this community.

The site is located south and adjacent to County Road 12, and between County Road 29, and County Road 29 ½. The Property is located in Part of the Northwest Quarter of Section 9, Township 1 North, Range 66 West, of the 6th P.M., City of Fort Lupton, County of Weld, State of Colorado.

On June 2, 2014, the Fort Lupton City Council approved the annexation and initial zoning to PUD of the Property, known as the Fitzsimmons Annexation (Ordinance No. 2014-979). The Vista Meadows Sketch Plat and PUD Plan were approved by the Planning Commission on February 24, 2022 (Resolution No. 2022-009) and by City Council on March 15, 2022 (Resolution No. 2022R025).

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 at least 15 days prior to the hearing.

The Applicant has paid all applicable land use application fees and is covering ongoing review expenses.

FINANCIAL CONSIDERATIONS

Not Applicable

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

The City Council has the following four options for each request:

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

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

- d) Deny the proposed resolution

STAFF RECOMMENDATIONS

Planning Commission and Staff recommend conditional approval of the Vista Meadows Preliminary Plat and PUD Plan. The conditions are listed in the proposed resolution provided to Council.

Attachments:

- a. Proposed Resolution P2023-R0xx
- b. Planning Commission Resolution 2023-004
- c. Planning Commission Minutes
- d. Staff Report – Preliminary Plat
- e. Project Description
- f. Preliminary Plat
- g. Legal Notifications
- h. Public Comment

RESOLUTION NO. 2023Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE PRELIMINARY PLAT OF THE VISTA MEADOWS PUD FILING NOS. 1 – 5 FOR A RESIDENTIAL SUBDIVISION, ON A PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, the Planning Commission held a public hearing on June 8, 2023, for the purpose of reviewing the application from John Fitzsimmons and C3 Construction Management CO, LLC (“Applicants”) for a preliminary plat of a residential subdivision; and

WHEREAS, after review of the application and supporting information, and consideration of Staff comments, Applicant’s presentation, and any public input, the Planning Commission recommended approval, with conditions, of the preliminary plat; and

WHEREAS, the City Council held a public hearing to consider and review the request for a preliminary plat; and

WHEREAS, after review of the application and supporting information, the City Council finds that the preliminary plat 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 that the Fort Lupton City Council reviewed the plans and supporting documentation, referral comments, as well as any citizen input in response to this application. Based upon the review of applicable policies and goals in the Fort Lupton Comprehensive Plan, review of the Zoning Regulations, and analysis of referral comments and the facts presented on this date, the City Council hereby approves the Preliminary Plat of the Vista Meadows PUD Filing Nos. 1 - 5, with the following conditions:

- I. Prior to finalizing the Preliminary Plat and PUD Plan:
 - A. The title of the Preliminary Plat shall include the Project No.: LUP2022-0022 and Plan No.: PPL2022-0004.
 - B. Any redline comments provided by City staff shall be made to the Preliminary Plat and PUD Plan.
- II. As part of the of the Final Plat and PUD Plan application:
 - A. The Applicant shall finalize a Subdivision Improvements Agreement.
 - B. The Applicant shall address all conditions of approval from the Resolution for the Vista Meadows Final Plat Filing Nos. 1 – 5.
 - C. The Applicant shall adequately address any comments from the Public Works Director and Development Review Engineer.

**APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 20TH
DAY OF JUNE, 2023.**

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

RESOLUTION NO. P2023-004

A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON APPROVING THE VISTA MEADOWS FILING NOS. 1 – 5 PRELIMINARY PLAT AND PUD PLAN FOR A RESIDENTIAL SUBDIVISION WITH SINGLE-FAMILY ATTACHED AND DETACHED LOTS LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

WHEREAS, the Planning Commission held a public hearing on June 8, 2023, for the purpose of reviewing an application submitted by John Fitzsimmons and C3 Construction Management (“Applicants”) for a preliminary plat of a residential subdivision consisting of 412 single-family attached and detached lots; and

WHEREAS, after review of the application and supporting information, the Planning Commission finds that the preliminary plat conforms to Colorado Revised Statutes and City codes 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 to oil and gas lessees on the property; and

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 approves the Vista Meadows Preliminary Plat Filing Nos. 1 – 5, conditional upon the following:

- I. Prior to finalizing the Preliminary Plat and PUD Plan:
 - A. The title of the Preliminary Plat shall include the Project No.: LUP2022-0022 and Plan No.: PPL2022-0004.
 - B. Any redline comments provided by City staff shall be made to the Preliminary Plat and PUD Plan.
- II. As part of the of the Final Plat and PUD Plan application:
 - A. The Applicant shall finalize a Subdivision Improvements Agreement.
 - B. The Applicant shall address all conditions of approval from the Resolution for the Vista Meadows Final Plat Filing Nos. 1 – 5.
 - C. The Applicant shall adequately address any comments from the Public Works Director and Development Review Engineer.

DONE THIS 8TH OF JUNE, 2023, BY THE PLANNING COMMISSION FOR THE CITY OF FORT LUPTON, COLORADO.


Chairman

ATTEST:


Planning Director

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
June 8th, 2023

The Planning Commission of the City of Fort Lupton met in session at City Hall Chambers, 130 South McKinley Avenue, the regular meeting place of the Planning Commission and virtually via GoToMeeting, on Thursday June 8th, 2023.

Chair Mike Simone called the meeting to order at 6:02 PM

ROLL CALL

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

Jimmy Dominguez joined the meeting at 6:18 PM.

City Staff Present: Planning Director Todd Hodges, Public Works Director Roy Vestal, Development Review Engineer David Rausch, Planners Magaly Morales-Tejada, and Sean McDermott, and Planning Administrative Assistant Hailey McKay. Planner Clay Hartley attended virtually via GoToMeeting.

APPROVAL OF AGENDA

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

CONSENT AGENDA

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

PUBLIC COMMENT

There were no public comments.

PROCEEDING OF MEETING

Chair Mike Simone read a statement outlining the processes of the Planning Commission as it pertains to how the meeting will proceed. He stated what the purpose of the Planning Commission is, and who appoints them. He addressed how the Commissioners determine whether an application complies with the comprehensive plan, and whether or not it complies with the city's codes and regulations. He ended by addressing that the Planning Commissioners may discuss the matter, ask further questions that may take some kind of action such as recommending approval or denial of the application to City Council, or they could table or continue the application to a future meeting. The applicant will have the ability to speak at that planning commission meeting if a continuation is decided.

ACTION ITEMS

P2023-004 Vista Meadows Prelim Plat

Director Todd Hodges requested that he make an amendment to the action item which is the Planning Commission will only review the Preliminary Plat, and the Final Plat will be reviewed at the City Council Meeting.

City of Fort Lupton Planner Hartley presented off the discussion with a brief overview of the Vista Meadows Preliminary Plat for a residential subdivision. Planner Hartley stated that the applicants for the project are John Fitzsimmons and C3 Construction Management, and the representative is JR Osborne. Planner Hartley specified

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
June 8th, 2023

that the project is being reviewed under the 2022 Fort Lupton Municipal Code. He added that the purpose of the preliminary plat process is an opportunity to review at public hearings the proposed subdivision with respect to the technical requirements, design standards, plans and improvement requirements of the City. Testimony received at public hearings will provide additional insights to be considered in the review. The preliminary plat process is intended to accomplish most or all of the design review and revision that will be required in order to proceed with preparation of a final plat and final design of public improvements. The sketch plan went before Planning Commission on February 24th, 2022 and City Council on March 5th, 2022. This property is located south and adjacent to County Road 12, between County Road 29 and 29 ½, and is roughly 157.379 acres more or less. Vista Meadows is proposed to be a residential subdivision of attached and detached single-family housing with open space, trails, and parks. The project will proceed to City Council for review of the preliminary and final plats with recommendations from the Planning Commission. Planner Hartley then introduced the representative, JR Osborne, who will be presenting the project for a residential subdivision.

Presenting the proposed project is representative JR Osborne, PO Box 3933 Greenwood Village Colorado, 80155. He stated that he was hear for a preliminary Plat. He stated how last year in March, they approved a sketch plan, and what is proposed tonight is the same outline as previously presented with the exception of multifamily, which was not available for plotting at the time of the sketch. Phase two is now where the multifamily units are proposed consisting of 56 duplexes. The duplexes and some additional lots that were presented and approved with the sketch plan. Mr. Osborne addressed the improvements to be made to the adjacent roads, and the drainage for the development. Also stated was the landscape and buffer proposed for the subdivision, as well as trails and parks.

Chair Simon asked where the multifamily was located.

Director Hodges added that they are not considered multifamily based on their zoning, but rather a duplex lot, and still a single-family product. The planning department will do redlines so that connotation is addressed.

Mr. Osborne added that they will be considered single-family attached.

Mr. Osborne also read the public comments that were provided via email to City Staff and Planning Commissioners prior to the meeting, from neighbor Gin Stoneback. He addressed her questions and comments, and stated how the developers will, or have already and will continue, to handle those concerns. He said that they are working with Alan Kaylor and the schools, the Police Department, and the Fire Department to adress all of their concerns. He provided the elevations for the duplexes as well as the single-family homes.

Chair Simone opened up the public comment portion of this hearing at 6:23 PM.

Alan Giller 14421 County Road 10 stated his concerns surrounding the trash from he development, the prairie dogs, and his fence that abuts the proposed developed property.

Terry Barrlow located south of County Road 29 ½ on the west side of the road. She addressed her concerns about road 29 ½ pertaining to safety and making it a legal sized road. Also stated was what the developers plan on doing to address the blind drive ways, especially with the rise in traffic from surrounding developments. Her second questioned was concerning road 12 and how it is only half paved.

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
June 8th, 2023

Chair Simone closed the public comments portion of the hearing at 6:25 PM, and allowed Mr. Osborne to address the public comments.

With no further comments, Chair Simone opened up the hearing to Commissioners comments and questions. Commissioners discussed:

- Open Space Criteria, which was not a requirement for the 2022 development code, but is for the current development code.
- The amount of single-family attached units proposed. There will be 56 individual units consisting of 28 buildings.
- If there is an end date or a plan date for the phasing of the development. Mr. Osborne stated that he did not have buyers till 60 days ago who put a down payment of a non-refundable 4 million dollars of a 5 million dollar escrow to secure the development.
- Who will be handling the county roads, and Public Works Director Roy Vestal addressed this question stating the Metro District will be handing the roads within the development, and the city will handle county roads 29 ½ and 12.
- Plats will not be recorded until there is water dedication. We do not want lots that do not have any water.
- Type of lighting proposed to be installed throughout the development, which will be downcast lights.
- No roads planned on east or south side of the property because there is a collector road.
- Addressed how the rears of the estate homes will look, which will be more custom homes, and Chair Simon requested that the backs have different styles, and not all be flat.

Commissioner White moved to approve P2023-004 Vista Meadows Preliminary Plat, Commissioner Kvasnicka seconded.

Motion passed unanimously.

DISCUSSION ITEMS

Development Code Update

- Our intent is to have a full redline soon
- We have re-evaluated some of the changes in the code, where it was too much, and have seen a great response in the development realm.
- Changes are minor
- First change since last speaking about changes is the addition of the concept Plan language
- Parking of vehicles and campers, and how we are evaluating and creating more flexibility in the code.
- Addition of storage and warehousing as a special use in the C-2 and I-1 Zone districts which is in line with the county's C-3 zone district.

Introduction of newest Planner Sean McDermott

Invitation to the Community Developments Grand Opening Ceremony Tuesday June 13th, 2023 at 9:00 AM, which ribbon cutting at 9:15 AM.

**RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
June 8th, 2023**

FUTURE BUSINESS

The next meeting of the Planning Commission will be on June 22, 2023 at 6:00 PM.

ADJOURNMENT

Commissioner White moved to adjourn the meeting, Commissioner Kvasnicka seconded.

Chair Simone adjourned the meeting at 6:53 PM.

Submitted by

Hailey McKay, Planning Administrative Assistant

Approved by Planning Commission

Mike Simone, Chair



VISTA MEADOWS PRELIMINARY PLAT AND PUD PLAN
STAFF REPORT
LUP2022-0022 & PPL2022-0004

PROJECT DESCRIPTION

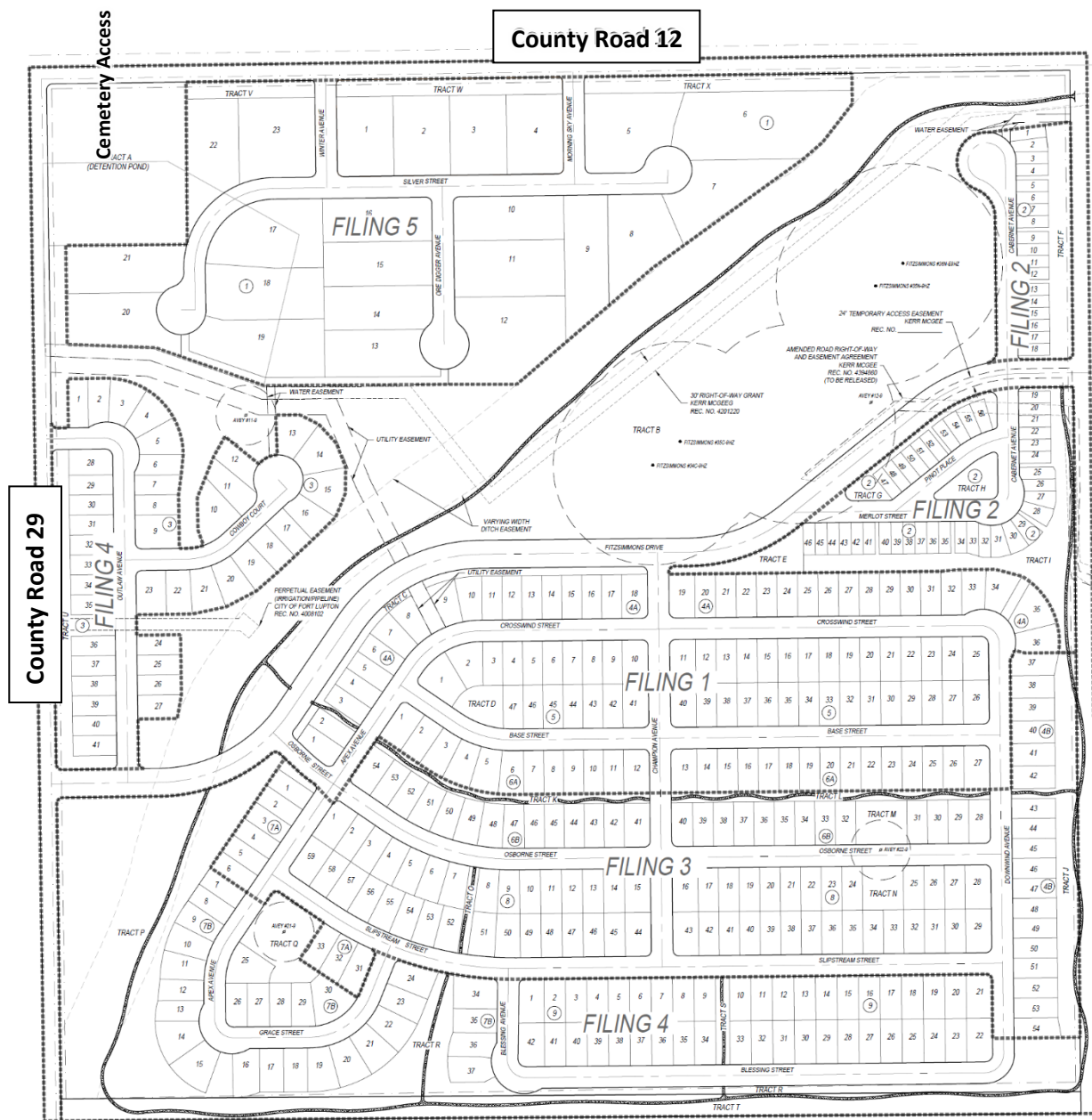
Project Nos.: LUP2022-0022, PPL2022-0004

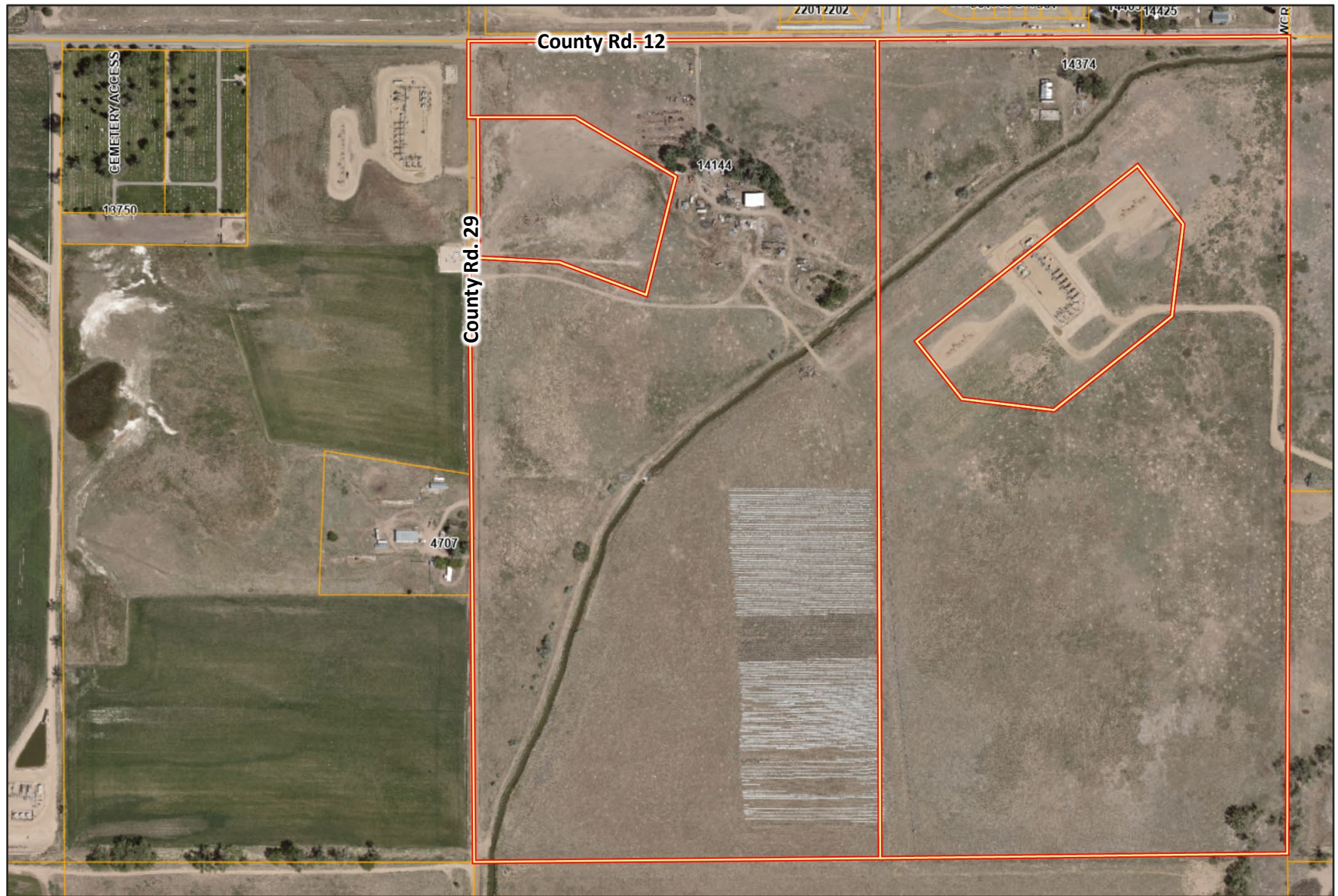
Project Name: Vista Meadows Preliminary Plat

Owner's Name: John Fitzsimmons ("Applicant")

Representative's Name: J.R. Osborne with C3 Construction Management CO, LLC

VISTA MEADOWS PRELIMINARY PLAT & PUD PLAN





COLORADO



TREES	CODE	QTY	BOTANICAL / COMMON NAME
	AG	25	ACER GRANDIDENTATUM / BIGTOOTH MAPLE
	AH	34	ACER TATARICUM 'HOT WINGS' / HOT WINGS TATARIAN MAPLE
	CS	57	CATALPA SPECIOSA / NORTHERN CATALPA
	CO	17	CELTIS OCCIDENTALIS / COMMON HACKBERRY
	GTS	59	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' TM / SHADEMASTER LOCUST
	KP	17	KOELREUTERIA PANICULATA / GOLDEN RAIN TREE
	PNI	35	PINUS PONDEROSA / PONDEROSA PINE
	PA	4	PINUS ARISTATA / BRISTLEcone PINE
	PE	53	PINUS EDULIS / PINON PINE
	PCA	7	PYRUS CALLERYANA 'AUTUMN BLAZE' / AUTUMN BLAZE PEAR
	QM	26	QUERCUS MUEHLENBERGII / CHINKAPIN OAK
EX-RET	42		TO REMAIN- PROTECT DURING CONSTRUCTION / EXISTING TREE TO REMAIN
	UWI	20	ULMUS AMERICANA 'PRINCETON' / PRINCETON ELM

1. LANDSCAPING IS CONCEPTUAL AND WILL BE FURTHER DEFINED AT THE TIME OF THE FOP.
2. OPEN SPACE OWNERSHIP WILL BE DETERMINED WITH THE RECORDING OF THE FINAL DEVELOPMENT PLANS FOR EACH FILING.
3. SPECIFIC LANDSCAPE PARK PLANS WILL BE PROVIDED AT THE TIME OF THE FOP FOR ALL PARKS.
4. ALL WELL-SETBACK AREAS WILL BE SEEDED. DISTURBED AREAS FROM DRILLING OPERATIONS WILL BE RE-SEEDED.
5. TRAIL LOCATIONS WILL BE DETERMINED AT THE TIME OF THE FOP.
6. STREET TREES WILL BE PROVIDED BY THE DEVELOPER FOR MAIN ARTERALS. ALL OTHER STREET TREES ARE TO BE PROVIDED BY THE INDIVIDUAL LOT OWNERS AS EACH LOT IS BUILT.

FENCING NOTES:

1. SIDE LOTS TO BE 6' SEMI-PRIVATE VINYL FENCING
2. REAR LOT FENCING TO BE 4.5' WOOD POST AND RAIL FENCING WITH OPTIONAL BLACK VINYL COATED WIRE MESH

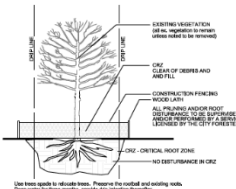
PROTECTIVE FENCING:

FOUR FOOT HEIGHT PROTECTIVE FENCING IS TO BE INSTALLED ALONG THE EXISTING TREES TO REMAIN PRIOR TO CONSTRUCTION ON THIS SITE. CONTRACTOR IS TO TAKE PRECAUTIONS TO ENSURE THAT EXISTING ROOTS AND LIMBS ARE NOT DAMAGED DURING EXCAVATION ADJACENT TO TREES. FENCING IS TO BE INSTALLED BELOW THE EDGE OF THE CANOPY OF THE EXISTING TREES TO REMAIN. FENCING IS TO REMAIN IN PLACE UNTIL DURING THE CONSTRUCTION OF THE PROJECT.

ROOT PRUNING IS NECESSARY FOR GRADING, EXCAVATING, OR INSTALLATION OF IRRIGATION SYSTEM. ALL ROOT PRUNING IS TO TAKE PLACE OUTSIDE OF THE PROTECTIVE FENCING AROUND EACH TREE. CONTRACTOR IS TO TRIM PRUNED 12" AWAY FROM PROTECTIVE FENCING. ANY ROOTS LARGER THAN 2" ARE TO BE CUT BY CONTRACTOR.

TREE PROTECTION DETAIL

TRACT DATA TABLE		
TRACT	AREA (ac)	USE
A	3.25	DETENTION POND
B	31.08	OPERATIONAL TRUCK PARKING
C	0.67	REIGATION & UTILITY EASEMENT
D	0.23	UTILITY EASEMENTS & OPEN SPACE
E	0.27	UTILITY EASEMENTS & OPEN SPACE
F	0.42	UTILITY EASEMENTS & OPEN SPACE
G	0.48	UTILITY EASEMENTS & OPEN SPACE
H	0.23	UTILITY EASEMENTS & OPEN SPACE
I	1.28	UTILITY EASEMENTS & OPEN SPACE
J	0.78	UTILITY EASEMENTS & OPEN SPACE
K	0.13	UTILITY EASEMENTS & OPEN SPACE
L	1.00	UTILITY EASEMENTS & OPEN SPACE
M	5.55	UTILITY EASEMENTS & OPEN SPACE
N	0.85	UTILITY EASEMENTS & OPEN SPACE
O	0.18	UTILITY EASEMENTS & OPEN SPACE
P	0.16	UTILITY EASEMENTS & OPEN SPACE
Q	0.23	UTILITY EASEMENTS & OPEN SPACE
R	0.91	UTILITY EASEMENTS & OPEN SPACE
S	0.65	UTILITY EASEMENTS & OPEN SPACE
T	0.65	UTILITY EASEMENTS & OPEN SPACE
U	0.86	UTILITY EASEMENTS & OPEN SPACE
V	0.21	UTILITY EASEMENTS & OPEN SPACE
W	0.27	UTILITY EASEMENTS & OPEN SPACE
X	0.76	UTILITY EASEMENTS & OPEN SPACE



VISTA MEADOWS PDP
FORT LUPTON, CO

LANDSCAPE PLAN

PROJ. NO.:	
DATE:	05.28.22
SCALE:	See She
DRAWN:	JRO
CHKD BY:	NAM
SHEET	L110



PROJECT DESCRIPTION

Location of Request:

The site is located south and adjacent to County Road 12, and between County Road 29 and County Road 29 ½ (the "Property"). The Property is located in Part of the Northwest Quarter of Section 9, Township 1 North, Range 66 West, of the 6th P.M., City of Fort Lupton, County of Weld, State of Colorado.

Nature of Request:

The Applicant has submitted a request for a preliminary plat and PUD plan. This project is to be a residential subdivision that will include 23 residential estate lots, 333 single-family residential detached lots, and 56 single-family residential attached lots. The overall project density is to be 2.6 dwelling units per acre. The development will include pocket parks, open space and interconnecting trails.

Site Size: 157.379 acres, more or less.

Zone District: PUD Planned Unit Development

Proposed Use: A residential subdivision that will provide a mix of estate lots, single-family attached and detached homes, as well as a pocket parks, open space and interconnecting trails.

Existing Use: Vacant.

Hearing Dates: Planning Commission – Thursday, June 8, 2023 at 6:00 PM; and
City Council – Tuesday, June 20, 2023 at 6:00 PM.

Hearing Location: Fort Lupton City Hall – Council Chambers, 130 S. McKinley Ave., Fort Lupton, Colorado.

Staff Recommendation: Approval with conditions, as described in the proposed resolution.

SUMMARY OF PREVIOUS APPLICATIONS

On June 2, 2014, the Fort Lupton City Council approved the annexation and initial zoning to PUD of the Property, known as the Fitzsimmons Annexation (Ordinance No. 2014-979).

The Vista Meadows Sketch Plat and PUD Plan was approved by the Planning Commission on February 24, 2022 (Resolution No. 2022-009) and by City Council on March 15, 2022 (Resolution No. 2022R025).

APPLICATION PROCESS

The Applicant is requesting approval of a Preliminary Plat and PUD Plan. PUD development plan applications are to be processed in the same manner as set forth in the Code for major subdivisions. The Applicant is applying for concurrent approval a Final Plat and PUD Plan, as permitted under Section 17-22(a)(4) of the Subdivision Regulations.

Under the Fort Lupton Municipal Code, after required public notice of the Preliminary Plat and PUD Plan, 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 Applicant has submitted the Vista Meadows Preliminary Plat and Final Plat concurrently, as permitted by the Municipal Code. A final plat is not reviewed by Planning Commission under the Municipal Code; however, the final plat map has been included in the Planning Commission packet for reference.

The City Council shall then conduct a public hearing and evaluate the Preliminary Plat and PUD Plan, referral agency comments, Planning Commission recommendation and any public testimony, and 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.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

Section 16-45 – PUD Planned Unit Development District

- a) The Planned Unit Development (PUD) Provisions contained herein are intended 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 proposed project is for a residential subdivision which will include single-family attached and detached residential lots. 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 site is well situated for housing per the Comprehensive Plan. The plan also provides for diversity in housing types for the community. Staff believes this plan meets the intent of Section 16-45(a).

- b) Development within PUD Districts shall require specific approval of the Planning Commission and the City Council as amendments to the "Official Zoning Map" and approval of PUD plans which comply with the requirements and standards set forth in this Chapter and after the requirements of notice and hearing as set forth in this Chapter.

A concurrent application for a final plat has been submitted for Planning Commission and City Council approval. PUD plans have been submitted for review and approval. Initial zoning and annexation of the Property into the City of Fort Lupton occurred in 2014 through Ordinance 2014-979.

- c) PUD plan.

(1) PUD permit requirements. All development within a PUD District must be in accordance with an approved PUD plan. No building or development permits shall be issued within a PUD District unless they are in conformance with an approved PUD plan for that District. Small wind energy systems are permitted uses in PUDs, provided that they meet the qualifications and criteria for a building permit set forth in [Section 18-9](#) of this Code and are approved as part of the PUD approval process.

A PUD plan has been submitted for the proposed development, and is laid out in the Preliminary PUD Plat maps and related submittal documents included with this Planning Commission packet.

- (2) PUD plan format and content, general. In accordance with this Section, PUD plans shall contain unique district regulations that apply to specific parcels of land within a PUD District, including permitted and special uses, lot sizes, bulk, density, general layout, architectural guidelines and location of and standards for public facilities and amenities, and any design standards that vary from the City of Fort Lupton Standards and Specifications for the Design and Construction of Public Improvements. Unless specifically modified by a PUD plan, all provisions of the City's Code and adopted standards and specifications shall apply within PUD Districts. PUD plans shall be in the same general format as required for subdivision plats.

A PUD plan has been submitted for the proposed development, and is laid out in the Preliminary PUD Plat maps and related submittal documents included with this Planning Commission packet. Unless specifically modified by the PUD plan, the subdivision will adhere to all provisions of the City Code.

- (3) PUD plan process, general. All PUD plan applications shall be submitted and processed simultaneously with the subdivision applications for the property. PUD plan and subdivision applications may also be processed concurrently with the proposed amendment to the Official Zoning Map, creating a PUD District. Except as specifically provided in this Section, PUD plan applications shall be processed in the same manner as set forth in this Code for major subdivisions, including all pre-application conferences, sketch PUD plan, preliminary PUD plan and final PUD plan applications, public hearings and recording with the County Clerk and Recorder.

These requirements have been met. Initial zoning and annexation of the Property into the City of Fort Lupton occurred in 2014 through Ordinance 2014-979.

- (4) Maintenance of private facilities. The owner shall establish an organization for the ownership and maintenance of any approved private streets and/or common open space areas unless other adequate arrangements for the ownership and maintenance thereof are provided in a manner acceptable to the City.

The Applicant is working with the City to finalize the Subdivision Improvement Agreement. The Vista Meadows Metro District will serve as the Home Owner's Association (HOA) and will maintain private facilities.

- (5) PUD size. Unless specifically waived by the City Council, the area included in a PUD plan must be at least ten (10) acres in size.

This development is 157.379 acres in size, more or less.

- (6) Approval. Approval of a final PUD plan by the City Council shall be by ordinance.

The Vista Meadows Preliminary Plat and PUD Plan will be presented concurrently with the Final Plat and PUD Plan before City Council for approval on June 20, 2023. The change of zone to the PUD zone district occurred in 2014.

d) Intent. PUD provisions are intended to further the following objectives:

(1) To permit and encourage innovative design and high quality, master-planned urban developments on large parcels of land.

(2) To permit greater flexibility in the application of zoning and development standards and greater freedom in providing a mix of land uses in the development of a balanced community.

(3) To preserve critical environmental resources, provide above-average open space and recreational amenities, include exceptional design and provide greater efficiency in the layout and provision of roads, utilities and other infrastructure.

(4) To provide flexibility in land planning and development, resulting in amenable relationships between buildings and ancillary uses, and permitting more intensive use of land where well-related open space and recreational facilities are integrated into overall design.

(5) To encourage unity and diversity in land development, resulting in convenient and harmonious groupings of uses, structures and common facilities, varied type design and layout of housing and other buildings and appropriate relationships of open spaces to intended uses and structures.

(6) To encourage unified and planned development of a site, with or without customary subdivision into single lots, and without specific application of the district regulations as provided for individual lots, subject to the regulations set forth herein.

(7) To provide for and encourage the preservation and enhancement of desirable natural landscape and other features unique to a development site.

(8) To provide reasonable standards and criteria by which the specific proposals for a PUD can be evaluated.

(9) To provide a procedure which can relate the design and layout of unified residential, commercial or industrial developments to the particular site and demand for such development in a manner consistent with the preservation of property values within established residential areas.

With respect to Section 16-45(d)(1)-(9) above, Staff finds that the proposed Preliminary Plat and PUD Plan substantively meet the intent of this subsection. The development of mixed attached and detached single-family residences under PUD zoning provides more cohesion between the different residential types, while also creating generous open spaces for residents.

The proposed PUD and layout of the subdivision promote unity and diversity in uses that would be otherwise difficult with straight zoning. This plat proposes trails and open space that also have the potential to tie the development into the surrounding communities. Any deviations from the City Code are outlined on the PUD Plan.

e) General location and planning requirements.

- (1) Relation to major transportation system. PUD districts shall be located with respect to major streets and highways or other transportation facilities to be directly accessible without creating traffic on minor streets in residential areas outside such district.

The southern portion of the subdivision will be accessed from Fitzsimmons Drive which will be laid out as an internal east-west connection. Fitzsimmons Drive will provide access to County Road 29 and to County Road 29 ½, which will be extended.

Estate lots in the north and the homes in the western portion of the property will enter and exit from County Road 12 and County Road 29 respectively. Additional internal roads will be constructed throughout the subdivision and are detailed in the Preliminary Plat. Improvements to County Road 12 are to be completed and the south side of the street paved as a condition of the Subdivision Improvements Agreement for this development.

- (2) Relation to public utilities and community facilities. PUD districts shall be located in relation to public utilities and community facilities and services, either existing or to be available by the time development reaches the stage where they will be required, so that such facilities can be provided at reasonable cost and with reasonable efficiency.

Potable and non-potable water will be supplied by the City. Sanitary sewer will be supplied by the City. The developer is working with private utility providers for other utility requirements. Staff finds that the development meets this objective.

- (3) Relation to general pattern of urban development. PUD districts shall be planned and located in general compliance with the Comprehensive Plan and shall relate to the major elements of the urban pattern, including housing, commercial facilities and principal places of employment, by physical proximity of major streets so as to provide for the convenience and amenity of residents of the community and to reduce general traffic congestion by a close relationship between origins and destinations.

The Future Land Use Map designates this parcel for Single-Family Detached Residential and Multifamily land uses. Vista Meadows will provide a variety of lot sizes and proposes attached and detached residential units. Vista Meadows is coordinate with the Comprehensive Plan and proposes to add value to surrounding areas through the creation of common open spaces, landscaping, and a trail network throughout the development. The street network will tie into adjacent roads and will provide improvements. It is Staff's opinion that the proposal meets the intent of the Comprehensive Plan.

- f) Physical character of the site. The site shall be suitable for the development proposed without hazards to structures, occupants or any property from probability of flooding on the site or on adjacent lands, from erosion or deposition of eroded material on adjacent lands, from subsidence of the soils or from other dangerous conditions. Soil, groundwater level, drainage and topography shall be appropriate to both the kind and pattern of use intended.

The project is not located within a floodplain. The Applicant accounted for drainage as shown on the plat. A soils report was submitted with the application materials and is available for review.

g) Site planning; external relationships.

- (1) Vehicular access. Entrances and exits for vehicles shall be designed to encourage smooth traffic flow with minimum hazards to passing traffic or to traffic entering or leaving the development. Merging or turnout lanes may be required where anticipated traffic flows from or to the PUD indicate the need for such lanes. In no case shall streets within a PUD district connect to streets outside the district in such a way as to encourage use of any minor streets for through traffic.

Interior roads will be constructed to create access to each lot. A traffic impact study was submitted with the application materials for review by the City Engineer, Fire District, and Planning Staff. Staff finds that the layout proposed meets the intent of this subsection.

- (2) Perimeter setback and screening. If topographical or other barriers do not provide adequate buffer between the PUD and adjacent uses, structures on the perimeter of the PUD shall be set back a distance equal to the minimum setback requirement of the adjoining district, or shall be permanently screened by fences, walls or plantings as required to sufficiently protect the privacy and amenity of adjacent uses, to protect the planned development from potentially adverse external influences such as a major street or highway and, as necessary, to make transition from adjoining district.

The applicant has submitted a landscape plan and worked with Staff to ensure adequate landscaping is provided throughout the development. The perimeter of the development includes landscaping that will serve as a buffer to surrounding properties. Existent trees, including the cluster of established Cottonwoods in the southwestern area of the development, are to be preserved.

h) Modifications of subdivision regulations.

- (1) The improvements required under the subdivision regulations, including streets, storm drainage, sanitary sewerage and potable water systems, shall be provided in each PUD.

The Applicant is working with the City Engineer to finalize a subdivision improvements agreement prior to construction. This agreement will go before City Council for approval. A final drainage report has been included as part of this application.

- (2) The requirements and standards for the construction of streets and utilities set forth in the City of Fort Lupton Standards and Specifications for the Design and Construction of Public Improvements shall be subject to modification where the plan and program for a PUD make adequate provision for vehicular and pedestrian access and circulation, recreation, utility and service needs of the tract when fully developed and occupied, and also provide such

covenants, easements or other legal documents and provisions as will assure conformity to and successful implementation of the plan. Such modifications shall be contained within the PUD plan, subject to approval by the City Council.

The Applicant is working with the City Engineer to finalize these improvements prior to construction.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Future Land Use Map designates the northern portion of the Property for Single-Family Detached land uses. This designation allows for neighborhoods of predominately single-family detached homes on individual lots. This can consist of a variety of development types, including higher density homes within the City's urban core and planned subdivisions within residential growth areas. The Vista Meadows development is in an area that has been sited for residential uses. In addition to single-family units, the neighborhoods contemplated by the Comprehensive Plan may include scattered single-family attached, detached, and multi-family housing options, as well as public and semi-public uses. Given market demand, single-family neighborhoods are likely to remain prevalent within Fort Lupton.

The southern portion of the Property is designated for Multi-family land uses. This designation allows for multi-family buildings and planned multi-family developments. Multi-family complements traditional single-family detached by offering the highest density options within Fort Lupton. The northeastern portion of Vista Meadows is proposing higher density, attached housing. This mix of housing will provide opportunities to develop affordable housing options and contribute to greater housing diversity. Staff believes that the goals of the multifamily designation for this area have been satisfied.

This proposed application conforms with projected and current land use designations, and provides a diversity of housing types, with estate lots planned for the northernmost portion of the Property, and single-family residential for the western and southern portions. Finally, single-family, attached lots are planned for the eastern portion of the property. This mix of housing types meets the intent of the Future Land Use Map adopted by the City.

The Comprehensive Plan identifies a residential framework and identifies target areas for residential development within the community. Vista Meadows is located within a Residential Growth Area identified in the Comprehensive Plan, with Multi-Family Expansion to the south. While the single-family attached lots are intended to be located in the northeastern quadrant of the community, the City has determined that the intent of the residential framework has been addressed through the establishment of a variety of housing types.

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 May 18, 2023.

Notice of the public hearings were posted on the Property 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. The Property was posted on May 17, 2023.

Notice was mailed to neighbors within five-hundred (500) feet of the Property on May 23, 2023.

REFERRALS

Referrals were provided to the list below. All comments received can be found at: <https://www.fortluptonco.gov/DocumentCenter/Index/715>.

Buildings/Grounds Manager	City Attorney	Police Chief
Public Works Director	Building Inspector	Recreation Manager
OMI	GIS Specialist	Weld Cty Dept. of Public Health & Env
Weld County GIS	Fort Lupton Fire Protection District	CDOT
Colorado Parks & Wildlife	Division of Water Resources	United Power
Comcast	CenturyLink	Xcel Energy
Postmaster	Weld County Department of Planning	Weld County Public Works
Northern Colorado Water Cons. Dist.	Fulton Ditch Company	Weld County School Dist RE-8
Western Midstream		

RECOMMENDATION

Staff recommends conditional approval of the Vista Meadows PUD Preliminary Plat and PUD Plan. Conditions are listed on the proposed Resolution provided to Planning Commission.

Additional documents are available for review at:
<https://www.fortluptonco.gov/DocumentCenter/Index/698>.

Vista Meadows: Preliminary/Final Plat Narrative

July 18, 2022

General Description/Site Features and Proposed Land Uses

The property is located on south of County Road 12, west of County Road 29, and east of County Road 29 ½. The property is approximately 150 acres with existing PUD zoning. Proposed uses will include 23 residential estate lots, 333 single family detached lots and 56 single family attached residential units. The overall project density is 2.6 du/ac. The development will include pocket parks, open space, and interconnecting trails.

Compliance with the City of Fort Lupton Comprehensive Plan

The proposed development integrates the goals set out in the Town Comprehensive Plan in the following ways:

Growth and Development

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 site is well situated for housing per the Comprehensive Plan. The plan also provides for diversity in housing types for the community.

Transportation and Mobility

This plan provides a safe and efficient transportation network that accommodates pedestrians, vehicles and bicycles. The primary entrances are located along County Road 29 and County Road 29 1/2. The estate residential lots will take access from County Road 12. A collector roadway meanders through the project, connecting CR 29 to CR 29 ½. The collector roadway will provide convenient access to local streets for vehicles, bicycles and pedestrians. The project is planned as a pedestrian oriented and walkable community with detached sidewalks, tree lawns, street trees and connections throughout the community, to future adjacent neighborhoods.

Parks, Open Space and Environmental Features

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. As shown on the Fort Lupton Proposed Trails Map, the Main Fulton Ditch Trail will be constructed with this development, making a connection through the site and eventually providing pedestrian access to nearby subdivisions to the north and other destinations surrounding Fort Lupton. In addition, this project will construct the Connector Trail proposed along County Road 12. A trail head is centrally located adjacent the collector roadway on-site.

Public Facilities and Services

The proposed development is a logical extension of the City of Fort Lupton public services without placing additional burdens on existing residents and businesses. Infrastructure will be provided so as to meet the requirements of the Comprehensive Plan and/or the Land Use Code.

Water will be provided by the Town of Fort Lupton by connecting to existing 12" potable and non-potable water mains in CR 12 & CR 29.5. There will also be a network of 8" potable and non-potable water mains throughout the site.

Sewer will be provided by the Town of Fort Lupton through a connection to an existing 12" sanitary sewer main on the west end of Mountain Sky Drive in the Mountain Sky Subdivision.

Stormwater will be treated using appropriate water quality measures, with on-site detention being utilized throughout the site to maintain stormwater releases at or below historic rates from the site. Storm water will be conveyed using a series of on-site storm drains culminating to a detention pond in the NW corner of the property. The detention pond will release into a storm drain under CR 12 which will daylight into a swale heading north to the natural drainage way on the west side of the Mountain Sky Subdivision. Stormwater releases will not be allowed into the Fulton Ditch, stormwater and will be conveyed under the ditch.

Compatibility With Adjacent Neighborhoods

Residential development is proposed for the Vista Meadows community. There is currently PUD zoning which is consistent with the property north of CR 12. Residential development, similar in scale, is currently under construction on the north side of CR 12. Property to the east, west and south are currently county properties. There are limited residences surrounding this property with the majority of the land being used for agricultural uses. A large landscape buffer has been proposed along the property boundary for this community. Landscape will be used to create visual interest and provide screening in any necessary locations. Multiple access points have been provided which could serve as both vehicular and pedestrian connections to adjacent development, at the time those properties redevelop. A regional trail through the property will also serve as an amenity for future adjacent developments.

Urban Design Requirements and Architectural Guidelines

Architectural guidelines have been provided with this submittal. A mix of elevations will provide an appealing streetscape while detached walks and tree lawns will support a pedestrian friendly community. Conceptual elevations have been provided.

Description Of Standards For Infrastructure

There are no deviations of design standards proposed for this subdivision.

Description Of Standards To Vary

There are no deviations of design standards or City requirements proposed for this subdivision.

Planned Phasing

Please refer to the phasing designation in the construction documents for specific areas to be included per phase.

The development is proposed in seven phases.

Phase 1 will include 50' lots with and Single Family detached housing products. A portion of the collector roadway within the site as well as required improvements along CR 29 ½ will be constructed with this phase.

Phase 2 will extend the collector roadway through the site, with 50' wide lots.

Phase 3 constructs 50' wide lots.

Phase 4 will include the construction of 50' wide lots, Fulton Ditch trail and will include the construction of two pocket parks

Phase 5 will include the construction of 60' wide lots, the neighborhood park, remainder of trails, and as required improvements along CR 12

Phase 6 will include the construction of 50' and 60' wide lots as well as required improvements along CR 29.

Phase 7 will include the construction of the residential estate lots.

Phase 8 will include the construction of multi-family lots.

Forecast of Projected Construction Timing

The construction of Vista Meadows infrastructure is planned to occur in eight phases, with the first phase of development taking 6 months, and the subsequent phases anticipated to be constructed in 72 months. The commencement of the initial phase of infrastructure is anticipated to occur upon receipt of the required entitlements/permits from the City of Fort Lupton. While the ultimate commencement of future phases of construction will be based on the market absorption of delivered lots and seasonality, the eight phases of development are currently projected to complete by the end of 2029.

Public Services

Fire and Police Protection

Law enforcement for the property would be provided by the Fort Lupton Police Department. It is not anticipated that there would be special security needs or a specific need for additional officers.

Fire protection for the property would be provided by Fort Lupton Fire Department. Fort Lupton Fire Station #2 is located at the northwest corner of County Road 31 and 9th Street. It is not anticipated that the project would pose special fire hazards. Fire prevention requirements, fire detection, fire lanes, emergency access, etc. will be provided as required by code.

Schools

The project is within the Weld Re-8 School District. We will work with the District to identify and address any impacts of this project.

Recreation and Open Space

The project will include park amenities, including open spaces and trails, and active and passive recreation.

Traffic Statement

The property is bordered by County Road 12 to the north, County Road 29 ½ to the east and County Road 29 to the west. A collector road with a 70' ROW will run east/west connecting CR 29 and CR 29 ½. Another local connection will be made at County Road 12 to provide access to the residential estate lots. These connections to surrounding Collectors have been designed to disperse traffic evenly within the development. A full Traffic Impact Study has been included with this submittal.

Statement of Commercial Mineral Deposits

There are currently oil & gas facilities within the property but there are no known commercial mineral deposits on-site.

Environmental

The Vista Meadows property has no known environmentally sensitive areas, wetlands or floodplains on-site. There are no significant groves of trees/vegetation on site or wildlife corridors and/or habitat.

Hazards

There are no known hazards on-site.

Treatment of Conflicting Uses

A landscape buffer area is proposed adjacent to the existing irrigation ditch. A trail will be design along the ditch to serve as an amenity for the subdivision and regional connection for the community. There are existing oil & gas operations on-site. The required buffers, per the municipal code, have been provided and landscape will be used to provide appropriate visual buffers between residential development and oil & gas operations.

Historical or Archaeological Sites

The Vista Meadows property has no known historical significance and/or archaeological sites within the property boundary. There the property is currently a vacant lot with existing oil & gas on-site.

Landscape Design Statement

The design intent for the community landscape is to provide a visually attractive and low maintenance landscape. Water conservation has been considered in the design and a water wise plant palette as has been used. Native seed if used in open space areas and around the perimeter of the property to create consistent transitions to the adjacent properties. Areas of enhanced landscape will be focused on key locations such as entries and park areas. The metro district will maintain all common area landscape.

Vista Meadows Metro District Statement

The District will provide and maintain the Public Improvements necessary to serve the project. The District will also provide ongoing services including: covenant enforcement, design review, and parks, open space and common area ownership and maintenance.

Public Land Dedication

Land dedication for Parks is calculated at 3 residents per single family detached unit and 2.5 residents per duplex unit (multi-family development parcels). The total number of single family detached units is 333 in addition to 23 residential estate lots, resulting in 1103 residents. The multi-family area will be 56 units, resulting in 140 residents for a community total of 1243 residents. Calculating the Community Park at 3 acres / 1000 persons, the required dedicated open space would be 3.72 acres. Open space to be dedicated to Fort Lupton would include a 2.2 ac neighborhood parks along with several smaller pocket parks, and multiple open spaces located throughout the development, providing the remainder of the required dedicated open space. Approximately 31% of the site is currently designated as open space (~47 acres).

The developer will work with the School District to determine the school site requirement. It is anticipated that cash-in-lieu will be the means to meet the school site dedication requirement.

VISTA MEADOWS P.U.D. PRELIMINARY PLAT
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. PPL2022-0004

DESCRIPTION:

A PARCEL OF LAND IN THE CITY OF FORT LUPTON, COLORADO LOCATED IN NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 W EST OF THE 6TH P.M. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THAT PARCEL DESCRIBED IN A WARRANTY DEED TO JOHN F. FITZSIMMONS AND CYNTHIA J. FITZSIMMONS, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3449195, AND ALL OF PARCEL II AS DESCRIBED IN A SPECIAL WARRANTY DEED TO FTL LAND ASSEMBLAGE, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4688892, SAID PARCELS ARE LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 01 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9, AS MONUMENTED BY A SET 3.25 INCH ALUMINUM CAP MARKED "PLS 38780 2022",
THENCE SOUTH 00°48'44" EAST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 30.00 FEET;
THENCE NORTH 89°14'03" EAST, 30.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 30.00 FEET, TO A FOUND RED PLASTIC CAP MARKED "PLS 12330" AND THE POINT OF BEGINNING
THENCE NORTH 89°14'03" EAST, ALONG THE SOUTH LINE OF THE THIRTY (30) FOOT RIGHT OF WAY FOR WELD COUNTY ROAD 12, 30.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 2621.61 FEET, TO A POINT ON THE EAST LINE OF SAID NORTHWEST ONE-QUARTER, SAID POINT BEING MONUMENTED BY A FOUND RED PLASTIC CAP MARKED "PLS 12330";
THENCE SOUTH 00°30'32" EAST, ALONG SAID EAST LINE, A DISTANCE OF 2927.72 FEET, MORE OR LESS, TO THE CENTER ONE-QUARTER CORNER OF SAID SECTION 9, AS MONUMENTED BY A FOUND 3.25 ALUMINUM CAP MARKED "PLS 38046 2014";
THENCE SOUTH 89°35'20" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 2612.35 FEET, MORE OR LESS, TO A FOUND 1.5 INCH ALUMINUM CAP WITH ILLEGIBLE MARKINGS;
THENCE NORTH 00°48'44" WEST, ALONG THE EAST LINE OF THE THIRTY (30) FOOT RIGHT OF WAY FOR WELD COUNTY ROAD 12, 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 2611.53 FEET, TO THE POINT OF BEGINNING.

CONTAINING 157.379 ACRES 6,855,445 SQUARE FEET) OF LAND, MORE OR LESS.

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 LUPTON PUBLIC WORKS DEPARTMENT. ALL PUBLIC WATER, STORM SEWER, SANITARY SEWER MAINS AND APPURTENANCES 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. UNLESS SPECIFICALLY MODIFIED BY A PUD PLAN, ALL PROVISIONS OF THE CITY'S CODE AND ADOPTED STANDARDS AND SPECIFICATIONS SHALL APPLY WITHIN THE PUD DISTRICT.

SURVEY NOTES:

- DATE(S) OF FIELD SURVEY: 04/20/2022 - 04/29/2022
- 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 POLICY NUMBER **P1B25191255.6132247**, PREPARED BY **LAND TITLE GUARANTY COMPANY** AND UNDERWRITTEN BY **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**, DATED **AUGUST 06, 2021** AND ON THE TITLE COMMITMENT POLICY NUMBER **ABJ25194963**, PREPARED BY **LAND TITLE GUARANTY COMPANY** AND UNDERWRITTEN BY **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**, DATED **DECEMBER 12, 2021**.
- CONFLICTING EVIDENCE WAS FOUND AT THE CENTER ONE-QUARTER CORNER AND CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 9. THESE MONUMENTS WERE NOT HELD.
- THE MONUMENT HELD FOR THE CENTER ONE-QUARTER CORNER, BEING A FOUND 3.25 INCH ALUMINUM CAP MARKED "PLS 38046 2014", IS UNDERSTOOD TO BE THE SAME LOCATION AS THAT MONUMENT SET BY CECIL CROWE (PLS 12330) IN 1981, UPGRADED PER STATE STATUTE. THE RECORD FOR THE CONFLICTING MONUMENT FOR SAID CENTER ONE-QUARTER CORNER CONTAINS AMBIGUOUS INFORMATION AND STATES THIS MONUMENT WAS SET AT THE WRONG LOCATION IN 1995, AND SUBSEQUENTLY MOVED IN 1997, BY THE SAME COMPANY. NO MONUMENT RECORD WAS FOUND FOR PLACEMENT IN REFERENCE TO THE 1995 LOCATION.
- THE CENTER-WEST ONE-SIXTEENTH CORNER WAS NOT FOUND OR SET. THE TWO FOUND REFERENCE POINTS FOR THE CENTER-WEST ONE-SIXTEENTH CORNER WERE NOT HELD (SEE NOTE 6 ABOVE) TO LOCATE THIS POINT.
- LOCATIONS OF UTILITIES AND FOREIGN PIPELINES AS SHOWN HEREON WERE DETERMINED FROM VISIBLE SURFACE EVIDENCE AND LOCATE MARKINGS IF ANY. THESE LOCATIONS, IF SHOWN, MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHERS PRIOR TO ANY GRADING OR EXCAVATION.
- DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GROUND. THE COMBINED FACTOR USED TO OBTAIN GRID DISTANCES IS 0.999723784.
- 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 EAST LINE OF THE NORTHWEST ONE-QUARTER, SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE NORTH BY THE NORTH ONE-QUARTER CORNER OF SAID SECTION 9, BEING A 3.25 INCH ALUMINUM CAP MARKED PLS 38780 2022, AND ON THE SOUTH BY THE CENTER ONE-QUARTER CORNER OF SAID SECTION 9, BEING A 3.25 INCH ALUMINUM CAP MARKED PLS 38046 2014 AND BEARS SOUTH 00°30'32" EAST.
- ALL REFERENCES MADE HEREON TO BOOK & PAGE, RECEPTION NUMBERS, PLATS, OR MAPS ARE PUBLIC DOCUMENTS FILED FOR RECORD IN WELD COUNTY, CLERK AND RECORDER.
- SET PROPERTY CORNERS, SHOWN HEREON, WILL BE ESTABLISHED UPON ACCEPTANCE AND RECORDING OF INDIVIDUAL SUBDIVISION FILINGS.

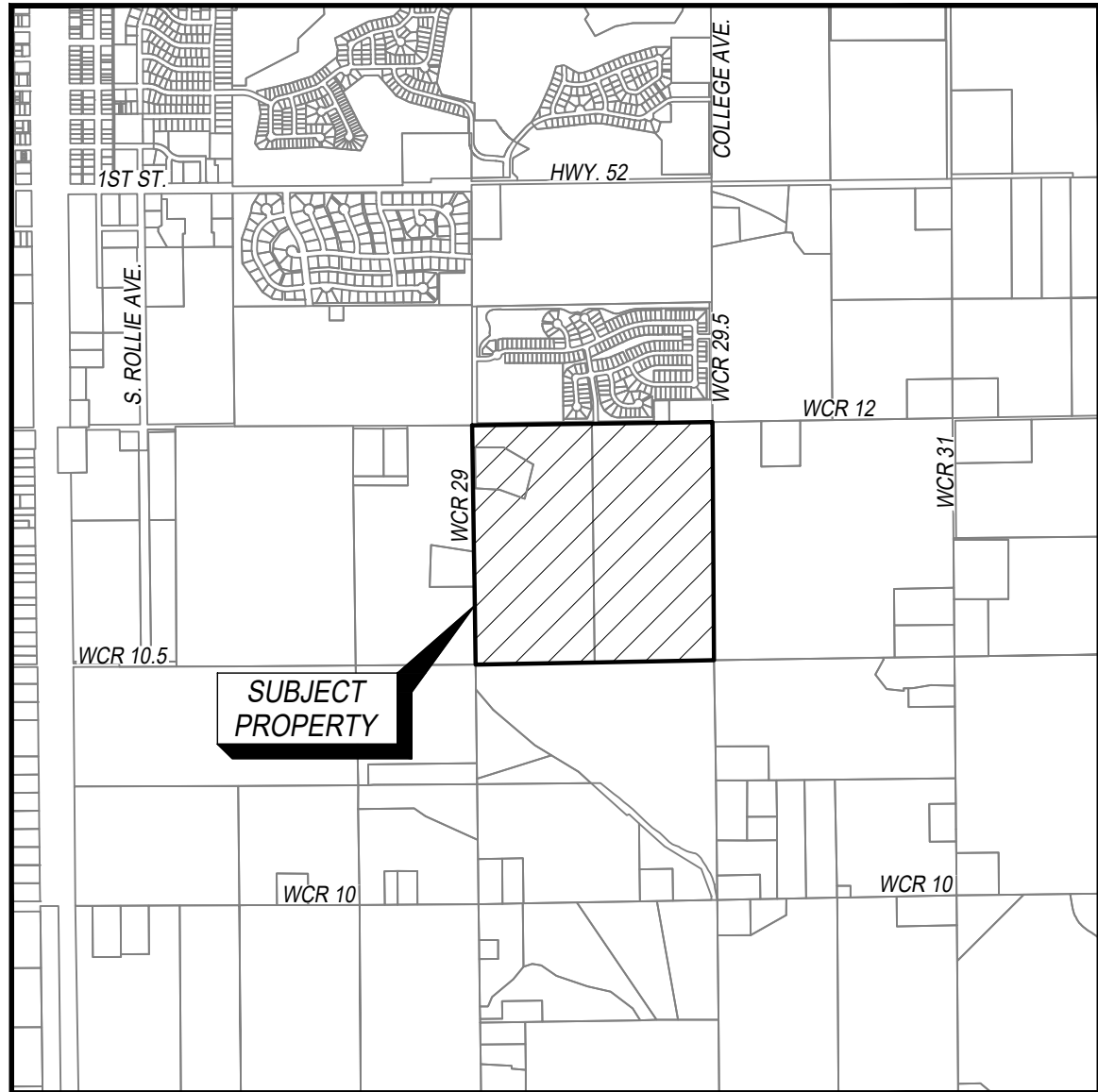
NOTE:

ANY DEVIATIONS FROM THE DESIGN STANDARDS MUST BE ADDRESSED IN THE P.U.D.

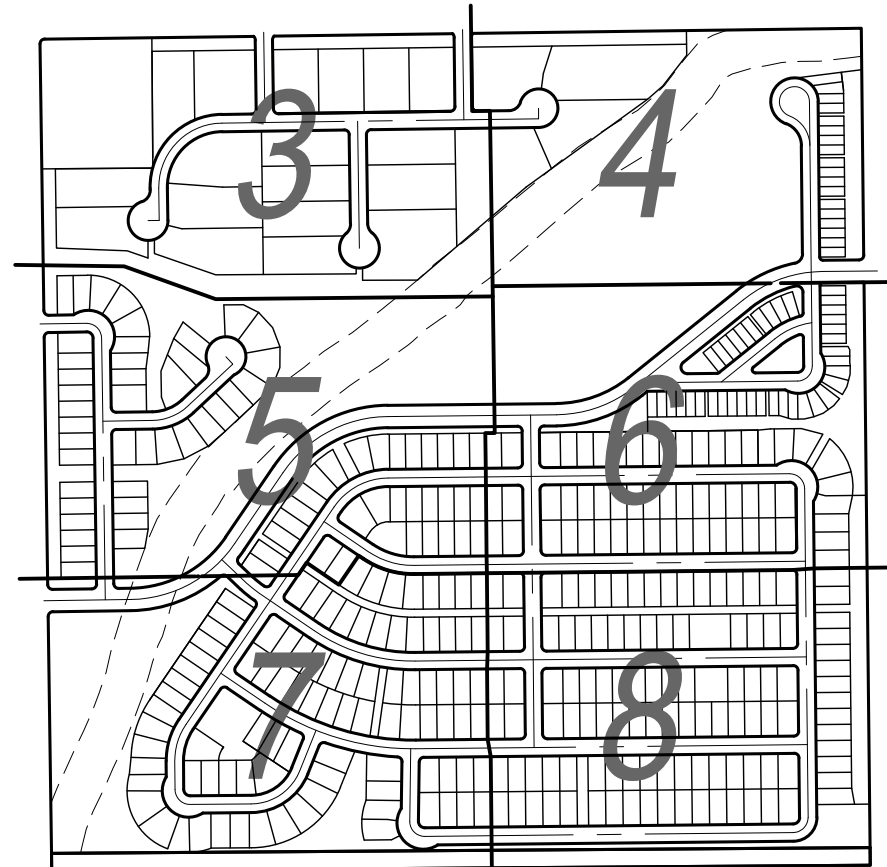
PARCEL	PUD ZONING	
ALLOWABLE LAND USE	SFD	MF
MINIMUM LOT SIZE (SF)	5,000 SF	1,400 SF
MINIMUM LOT WIDTH	50'	30'
MINIMUM LOT COVERAGE	N/A	N/A
PRIMARY USES		
MAXIMUM HEIGHT	35'	35'
MINIMUM FRONT YARD SETBACK (PRINCIPLE STRUCTURE)	15' TO HOUSE / 20' TO GARAGE	15' TO HOUSE
MINIMUM SIDE YARD SETBACK	5'	5'
MINIMUM REAR YARD SETBACK	20'	10'
MINIMUM SIDE YARD (CORNER) SETBACK	15'	10'
MINIMUM DWELLING SIZE (SF)	750 SF	500 SF
PRIMARY USES		
HEIGHT	35'	N/A
FRONT SETBACK	N/A	N/A
SIDE SETBACK	5'	N/A
REAR SET BACK	5'	N/A

BUILDING SETBACKS:

SETBACK TYPE	DISTANCE
FRONT	15' TO HOUSE, 20' TO GARRAGE
REAR	15'
SIDE	5'
SIDE (CORNER LOT)	15'



VICINITY MAP
1"=200'

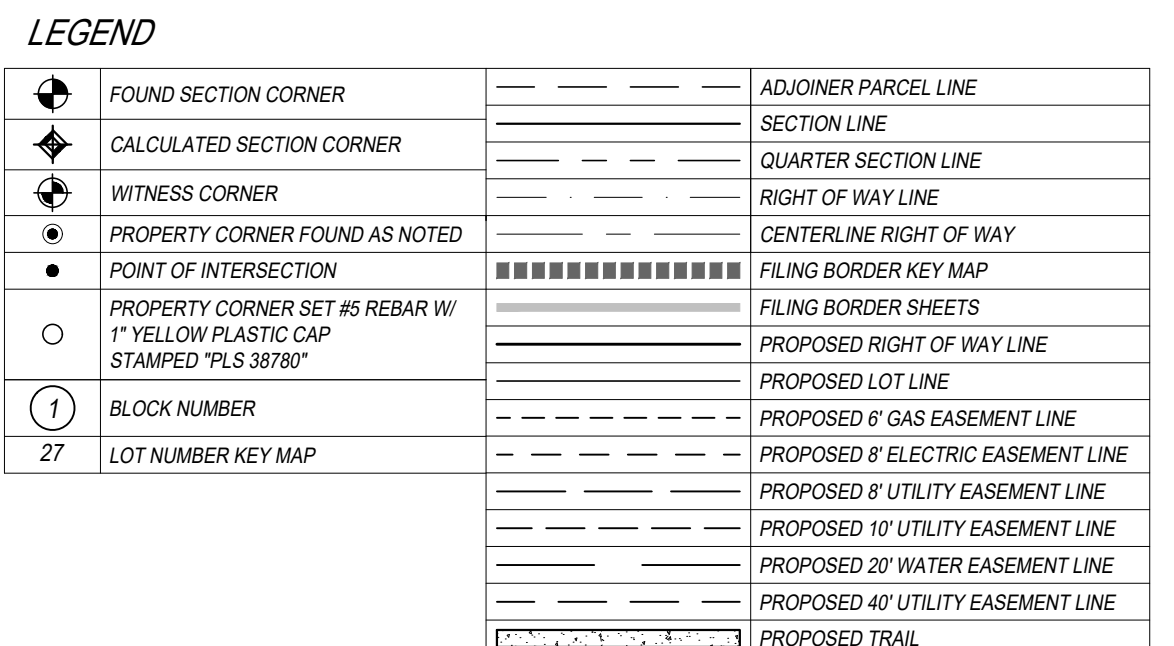


KEY MAP
N.T.S.

TRACT OWNERSHIP TABLE			
TRACT	OWNER	MAINTENANCE	USE
A	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	DETENTION POND
B	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	OPEN SPACE, DITCH, PIPELINE, IRRIGATION, WATER & UTILITY EASEMENTS
C	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	OPEN SPACE & UTILITY EASEMENTS
D	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
E	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
F	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
G	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
H	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
I	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
J	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
K	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
L	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
M	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
N	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
O	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
P	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
Q	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
R	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
S	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
T	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	OPEN SPACE
U	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
V	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
W	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
X	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE

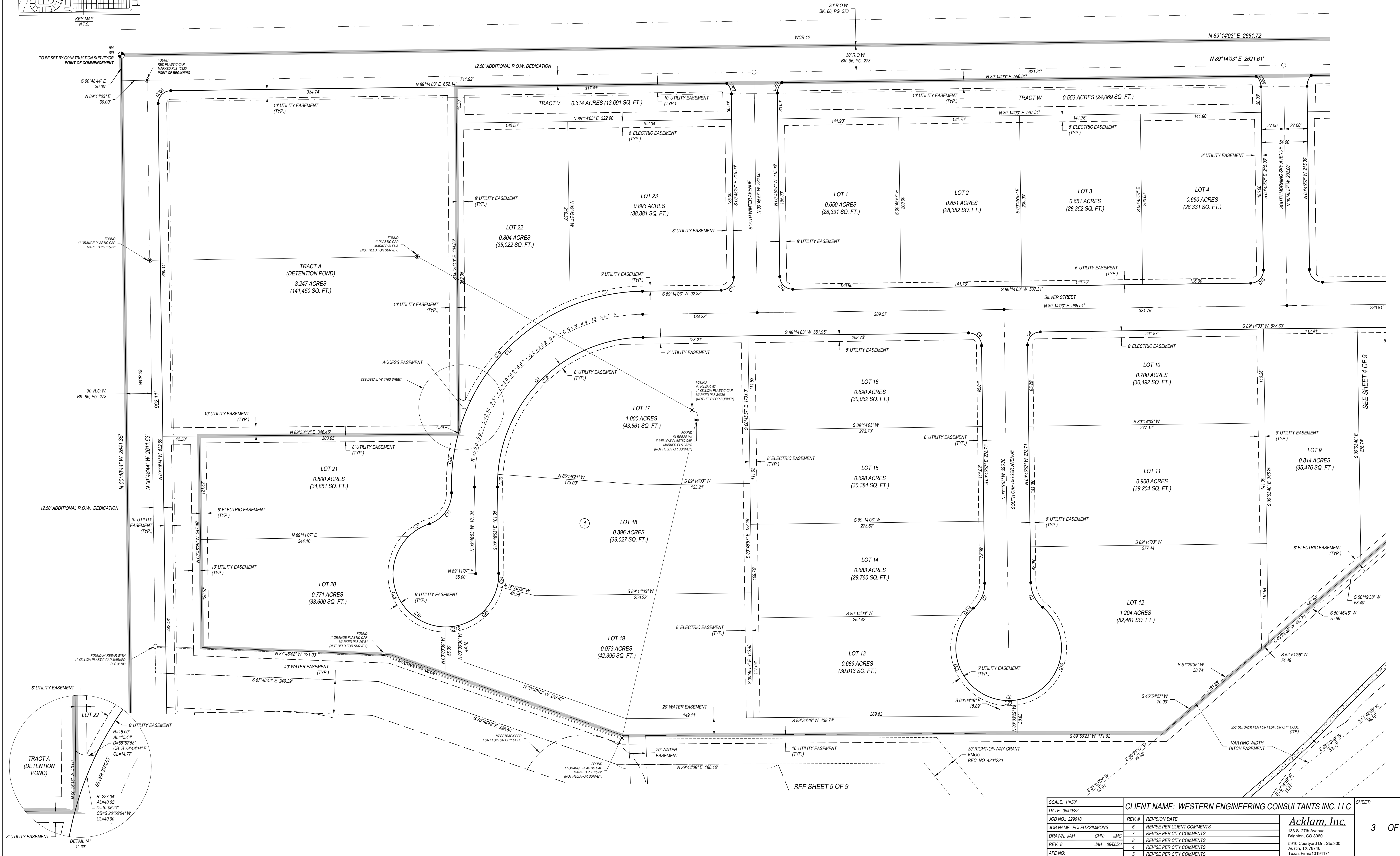
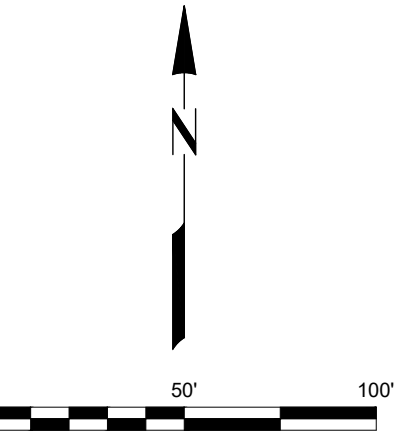
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DATE: 05/09/22	REV. #	REVISION DATE	Acklam, Inc. 133 S. 27th Avenue Brighton, CO 80601 5910 Courtyard Dr., Ste. 300 Austin, TX 78746 Texas Firm#101941171
JOB NO. : 229018	6	REVISE PER CLIENT COMMENTS	
JOB NAME: ECI FITZSIMMONS	7	REVISE PER CITY COMMENTS	
DRAWN: JAH	8	REVISE PER CITY COMMENTS	
REV: 8	5	REVISE PER CITY COMMENTS	
AFE NO:			

FILE: Z:\ACKLAM\JOBS\2022\OTHERS\229018-ECI FITZSIMMONS\DRAWINGS\229018-ECI FITZSIMMONS_PRELIM_SUB_REV.dwg PLOTTED: Jun 06, 2023 8:23am

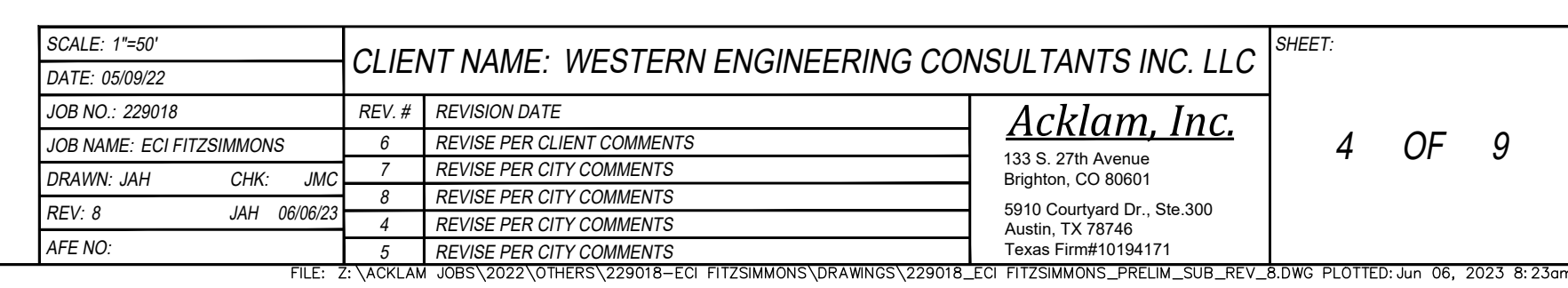
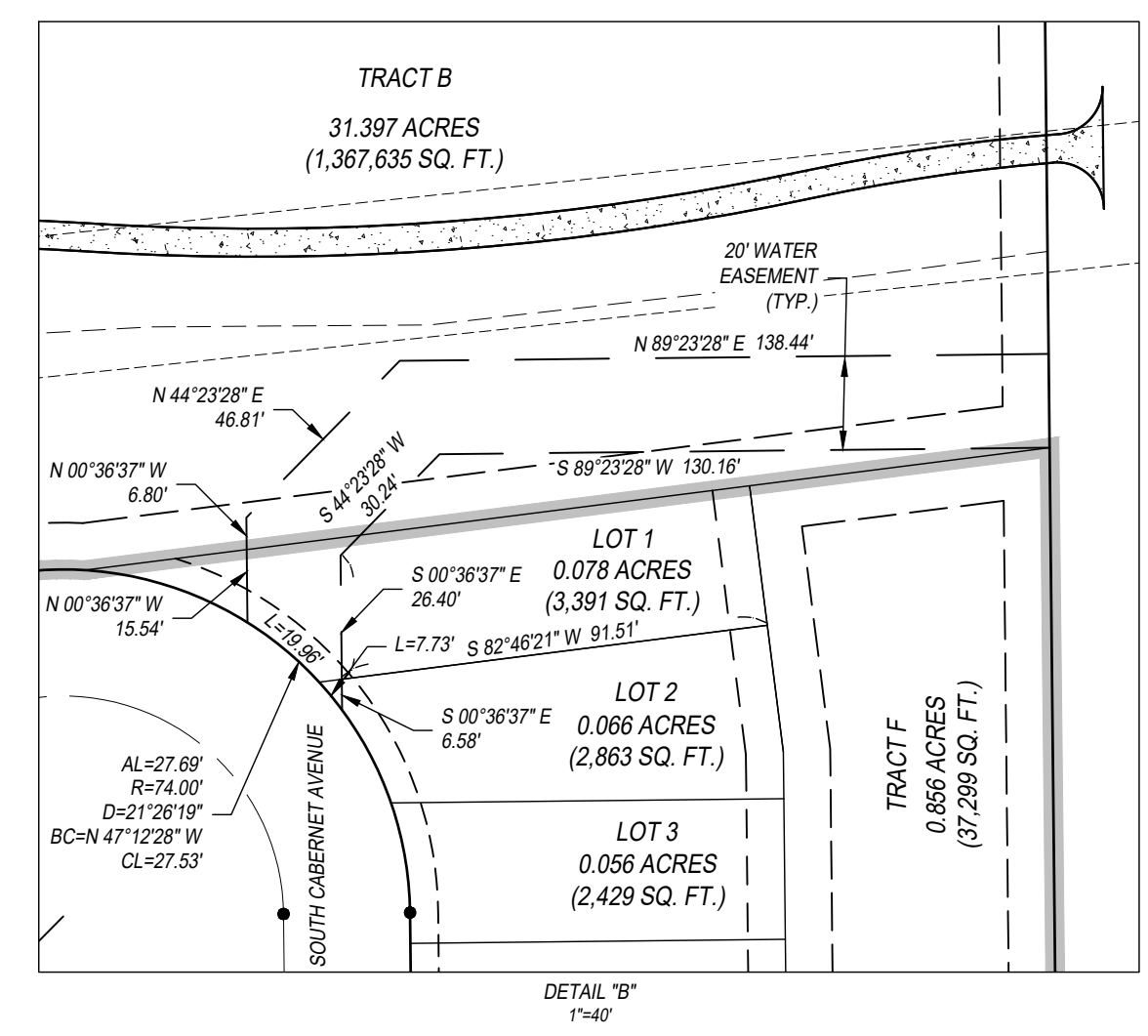
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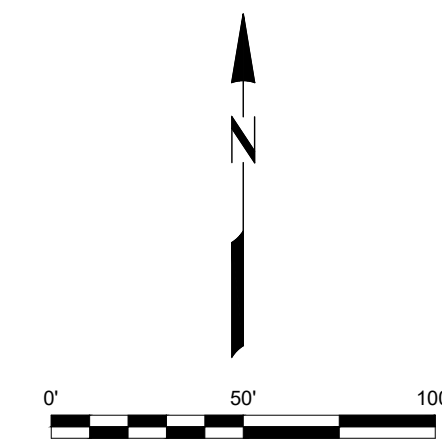
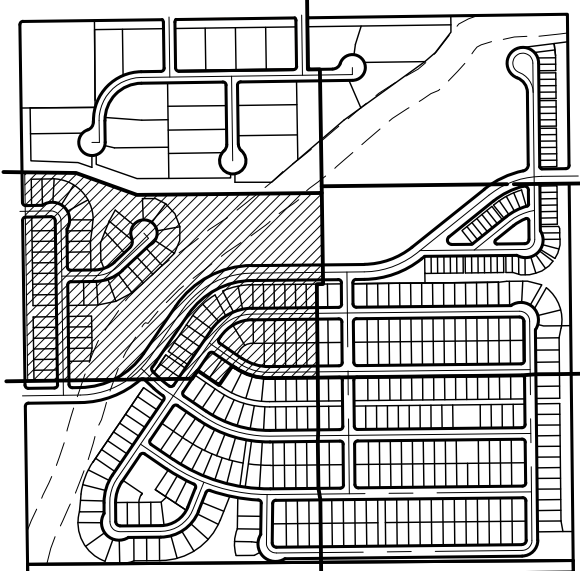
SURVEY TIE FROM	WELL NAME	BEARING	DISTANCE
NW CORNER	AVEY #11-9	S 31°54'08" E	1027.28'
N1/4 CORNER	FITZSIMMONS #34C-9H2	S 46°29'15" W	1500.32'
N1/4 CORNER	FITZSIMMONS #35C-9H2	S 48°19'16" W	1409.62'
N1/4 CORNER	FITZSIMMONS #35N-9H2	S 42°12'56" W	781.63'
N1/4 CORNER	FITZSIMMONS #36N-9H2	S 41°08'47" E	700.02'
N1/4 CORNER	AVEY #21-9	N 51°45'27" E	765.64'
W1/4 CORNER	AVEY #22-9	N 39°32'29" W	855.94'
C1/4 CORNER	AVEY #12-9	S 31°41'48" W	1029.08'

SCALE: 1"=150'		CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC		SHEET:	
DATE: 05/09/22					
JOB NO.: 220618		REV. #	REVISION DATE		2 OF 9
JOB NAME: ECI FITZSIMMONS		1	REVISION PER CITY COMMENTS		
DRAWN: JAH		2	REVISION PER CITY COMMENTS		
REV. 8		3	REVISION PER CITY COMMENTS		
JAH: 09/02/22		4	REVISION PER CITY COMMENTS		
APE NO:		5	REVISION PER CITY COMMENTS	133 S. 27th Avenue Brighton, CO 80601 5910 Courtyard Dr., Ste. 300 Austin, TX 78746 Texas Firm#10184171	
2. VACLAM JOB# 2022 OTHERS (220618 - ECI FITZSIMMONS) DRAWINGS (220618 - ECI FITZSIMMONS) PRELIM SUB REV 8 - DWS PLOTTED: Jun 06, 2023 8:45am					

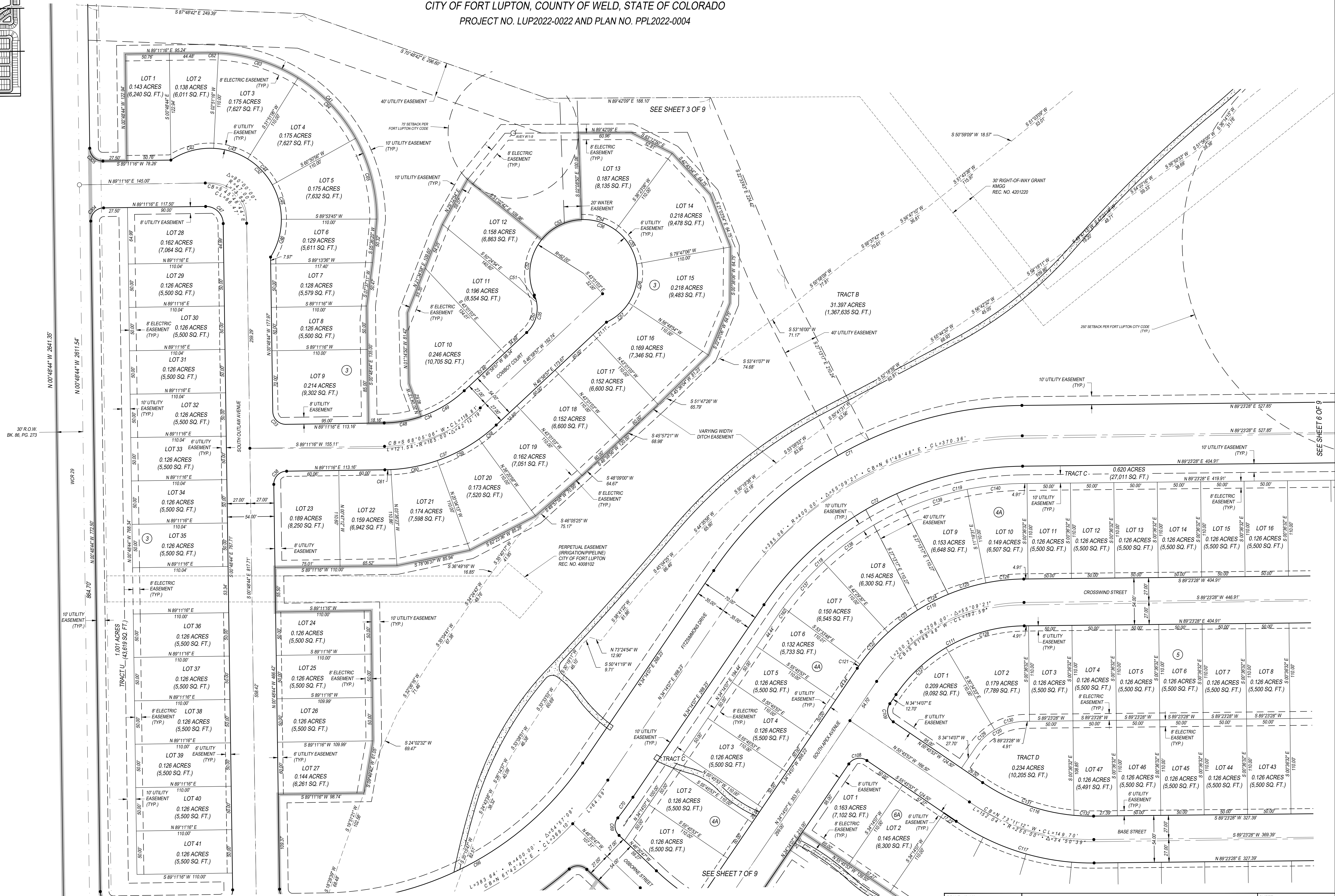


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DATE: 05/09/22					
JOB NO: 229012		REV. #	REVISION DATE	Acklam, Inc. 133 S. 27th Avenue Brighton, CO 80601 5910 Courtyard Dr., Ste. 300 Austin, TX 78746 Texas Firm#10194171	
DRAWN: ECI FITZSIMMONS		6	REVISE PER CLIENT COMMENTS		
DRAWN: JAH		7	REVISE PER CITY COMMENTS		
CHK: JMC		8	REVISE PER CITY COMMENTS		
REV: 8	JAH 06/08/23	4	REVISE PER CITY COMMENTS		
AFE NO:		5	REVISE PER CITY COMMENTS		



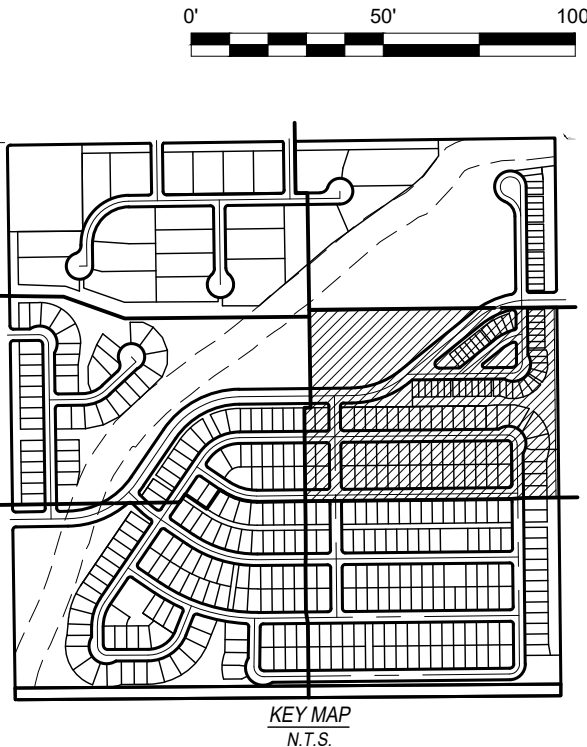


VISTA MEADOWS P.U.D. PRELIMINARY PLAT
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. PPL2022-0004



SCALE: 1"=50'		CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC		SHEET:	
DATE: 05/09/22		REV. # REVISION DATE			
JOB NO.: 228018		6 REVISE PER CLIENT COMMENTS		Acklam, Inc.	5 OF 9
JOB NAME: ECI FITZSIMMONS		7 REVISE PER CITY COMMENTS			
DRAWN: JAH CHK: JMC		8 REVISE PER CITY COMMENTS		133 S. 27th Avenue Brighton, CO 80601	
REV: 8 JAH 06/06/23		4 REVISE PER CITY COMMENTS			
AFE NO:		5 REVISE PER CITY COMMENTS		5910 Courtyard Dr., Ste. 300 Austin, TX 78746 Texas Firm#10154171	
FILE: E:\VAPLUM\JOBS\2022\OTHERS\228018-ECI FITZSIMMONS\DRAWINGS\228018-ECI FITZSIMMONS_PRELIM_SUB_REV.DWG PLOTTED: Jun 06, 2023 8:24am					

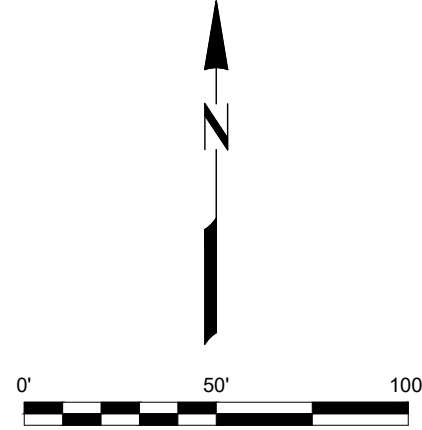
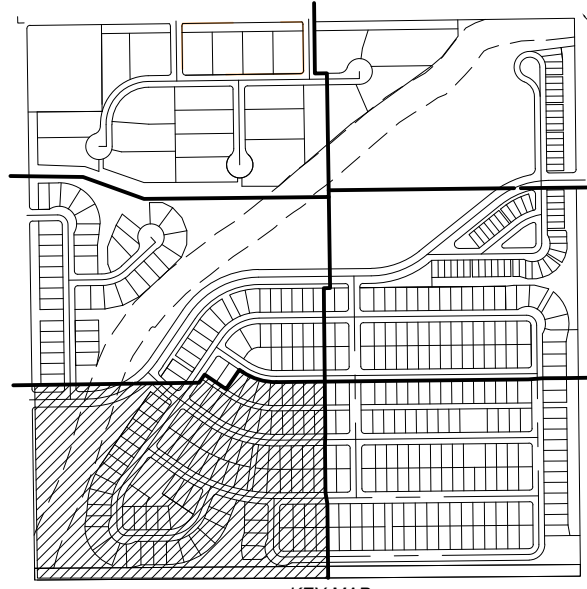
PROJECT NO. LUP2022-0022 AND PLAN NO. PPL2022-0004



1. LOTS 19 THROUGH 24 & 34 THROUGH 52 CONTAIN 0.055 ACRES (2,400 SQ. FT.)
2. LOT 25 CONTAINS 0.061 ACRES (2,667 SQ. FT.)
3. LOT 26 CONTAINS 0.056 ACRES (2,430 SQ. FT.)
4. LOT 27 CONTAINS 0.057 ACRES (2,499 SQ. FT.)
5. LOT 28 CONTAINS 0.067 ACRES (2,900 SQ. FT.)
6. LOT 29 CONTAINS 0.068 ACRES (2,957 SQ. FT.)
7. LOT 30 CONTAINS 0.070 ACRES (3,056 SQ. FT.)
8. LOT 31 CONTAINS 0.072 ACRES (3,132 SQ. FT.)
9. LOT 32 CONTAINS 0.056 ACRES (2,458 SQ. FT.)
10. LOT 33 CONTAINS 0.057 ACRES (2,492 SQ. FT.)
11. LOT 53 CONTAINS 0.058 ACRES (2,508 SQ. FT.)
12. LOTS 54 THROUGH 56 CONTAIN 0.063 ACRES (2,757 SQ. FT.)

SCALE: 1"=50'	CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC				SHEET:
DATE: 05/08/22					
JOB NO.: 229018	REV #	REVISION DATE	Acklam, Inc. 133 S. 27th Avenue Brighton, CO 80601 5910 Courtyard Dr., Ste. 300 Austin, TX 78746 Texas FirmID T0194171		6 OF 9
JOB NAME: ECI FITZSIMMONS	6	REVISE PER CLIENT COMMENTS			
DRAWN: JAH	7	REVISE PER CITY COMMENTS			
CHK: JMC	8	REVISE PER CITY COMMENTS			
REV: 8	4	REVISE PER CITY COMMENTS			
DATE: 06/06/23	JAH		5	REVISE PER CITY COMMENTS	

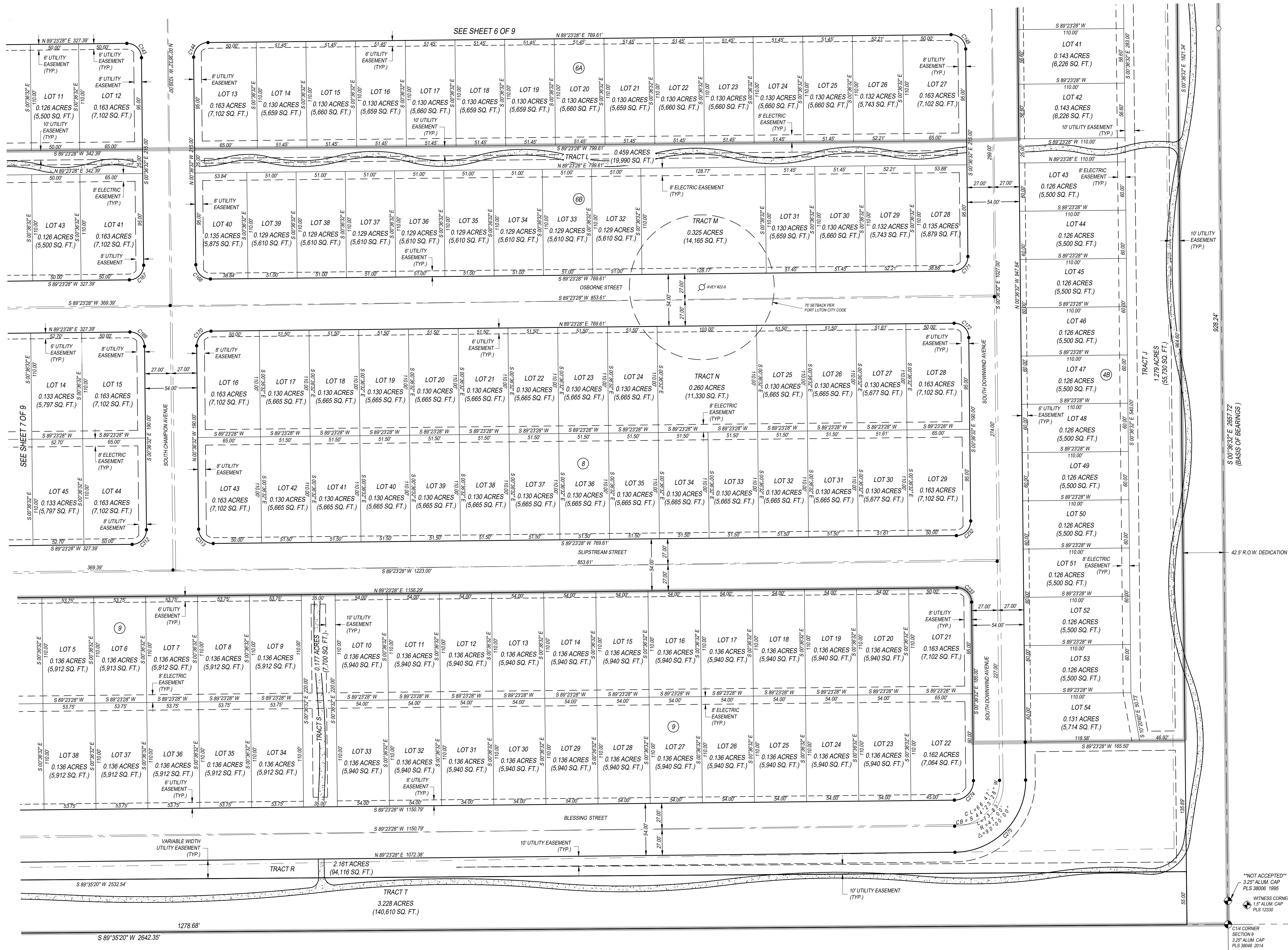
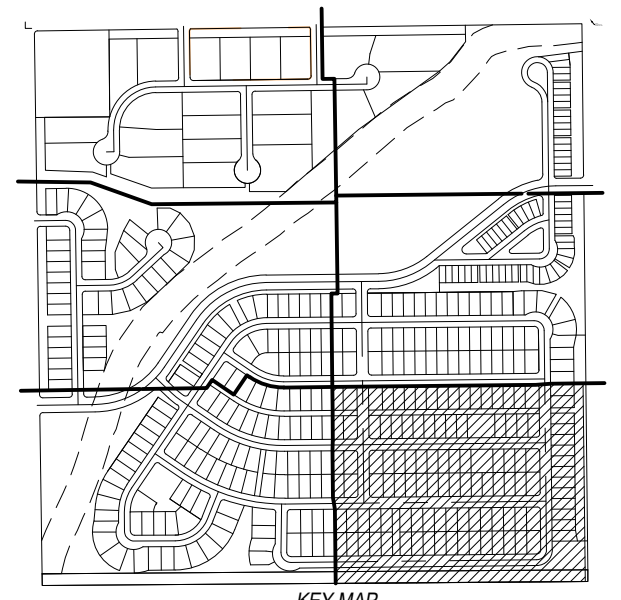
VISTA MEADOWS P.U.D. PRELIMINARY PLAT
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. PPL2022-0004



1/4 CORNER
SEC 8 SEC 9
2" ALUM. CAP
P.L.S. 2897, 1992
(SURVEY TIE TO
FOUND 1.5" ILLIBLE ALUM. CAP
N 89°10'10" E 29.75')

FOUND 1.5"
ALUM. CAP
ILLIBLE

S 89°35'20" W 2642.35'								SHEET:	
SCALE: 1"=50'		CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC							
DATE: 05/09/22		REV. #		REVISION DATE		<u>Acklam, Inc.</u> 133 S. 27th Avenue Brighton, CO 80601 5910 Courtyard Dr., Ste. 300 Austin, TX 78746 Texas Firm#10194171		7 OF 9	
JOB NO.: 229018		6		REVISE PER CLIENT COMMENTS					
JOB NAME: ECI FITZSIMMONS		7		REVISE PER CITY COMMENTS					
DRAWN: JAH		8		REVISE PER CITY COMMENTS					
REV. 8		4		REVISE PER CITY COMMENTS					
A/E: NO		5		REVISE PER CITY COMMENTS					



SCALE: 1"=60'		CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC		SHEET: 8 OF 9	
DATE: 05/09/22		REV. # REVISION DATE		 133 S. 27th Avenue Brighton, CO 80601 5910 Courtyard Dr., Ste 300 Austin, TX 78746 Texas Firm#10194171	
JOB NO.: 220018		6 REVISION PER CLIENT COMMENTS			
JOB NAME: ECI FITZSIMMONS		7 REVISION PER CITY COMMENTS			
DRAWN: JAH CHK: JMC		8 REVISION PER CITY COMMENTS			
REV. # JAH 05/06/23		4 REVISION PER CITY COMMENTS			
AFE NO:		5 REVISION PER CITY COMMENTS			

VISTA MEADOWS P.U.D. PRELIMINARY PLAT
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. PPL2022-0004

CURVE	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C1	80.0'	83.15'	79°24'22"	S 57°59'55" W	76.66'
C2	81.17'	80.00'	58°24'56"	N 53°05'26" E	58.56'
C3	119.28'	80.00'	113°52'58"	N 39°03'31" E	100.57'
C4	15.00'	23.56'	90°00'00"	S 44°14'03" E	21.21'
C5	38.00'	32.80'	49°27'30"	S 25°29'42" E	31.79'
C6	62.00'	301.82'	278°55'00"	S 89°14'03" W	80.60'
C7	38.00'	32.80'	49°27'30"	N 23°57'48" E	31.79'
C8	15.00'	23.56'	90°00'00"	N 45°45'57" W	21.21'
C9	173.00'	271.98'	90°02'56"	S 44°12'35" W	244.78'
C10	62.00'	273.32'	252°34'53"	N 54°31'24" W	99.95'
C11	38.00'	48.11'	72°32'33"	N 35°27'24" E	44.96'
C12	227.00'	356.76'	90°02'56"	N 44°12'35" E	321.16'
C13	15.00'	23.56'	90°00'00"	N 44°14'03" E	21.21'
C14	15.00'	23.56'	90°00'00"	S 45°45'57" E	21.21'
C15	23.56'	15.00'	90°00'00"	S 44°14'03" W	21.21'
C16	23.56'	15.00'	90°00'00"	N 45°45'57" W	21.21'
C17	38.00'	47.05'	70°56'19"	S 53°45'54" W	44.10'
C18	60.00'	263.58'	251°42'16"	N 35°51'08" W	97.26'
C19	62.00'	141.63'	130°53'04"	N 15°13'05" E	112.78'
C20	62.00'	20.00'	16°33'49"	N 69°56'31" E	20.00'
C21	62.00'	128.73'	118°51'32"	S 21°17'48" E	106.82'
C22	173.00'	267.17'	85°10'24"	S 48°38'51" W	234.14'
C23	173.00'	14.72'	4°52'31"	S 01°37'23" W	14.72'
C24	62.00'	15.52'	14°20'24"	S 06°21'20" W	15.48'
C25	62.00'	62.36'	277.00'	N 44°12'35" E	114.65'
C26	62.00'	146.31'	135°12'17"	N 22°23'32" W	114.65'
C27	62.00'	28.74'	26°33'47"	N 58°28'10" E	28.49'
C28	227.00'	63.40'	16°00'07"	N 07°11'11" E	63.19'
C29	227.00'	2.35'	0°39'32"	S 15°29'00" W	2.35'
C30	227.00'	203.34'	94°10'59"	S 41°30'59" W	167.15'
C31	227.00'	87.08'	21°59'49"	N 78°14'38" E	86.55'
C32	62.00'	222.23'	155°16'48"	N 45°47'37" W	160.20'
C33	15.00'	23.56'	90°00'00"	N 45°48'44" W	21.21'
C34	138.00'	101.65'	42°12'19"	S 68°05'06" W	99.37'
C35	38.00'	46.91'	70°43'42"	S 17°37'06" W	43.99'
C36	62.00'	290.70'	268°29'21"	N 69°28'51" W	64.57'
C37	192.00'	141.43'	42°12'19"	S 68°05'06" W	138.56'
C38	15.00'	23.56'	90°00'00"	S 44°11'16" W	21.21'
C39	15.00'	23.56'	90°00'00"	S 45°48'44" E	21.21'
C40	15.00'	23.56'	90°00'00"	S 44°11'16" W	21.21'
C41	192.00'	303.81'	93°03'11"	S 45°25'37" E	272.86'
C42	62.00'	51.93'	36°17'17"	S 74°42'38" W	51.07'
C43	62.00'	41.50'	28°59'50"	N 72°38'49" W	41.06'
C44	62.00'	41.50'	28°59'50"	N 43°38'59" W	41.06'
C45	62.00'	41.50'	28°59'50"	N 14°39'09" W	41.06'
C46	62.00'	45.80'	32°00'01"	S 17°37'06" W	45.20'
C47	20.00'	31.42'	90°00'00"	S 45°48'44" E	21.21'
C48	138.00'	43.32'	17°59'08"	S 80°11'42" W	43.14'
C49	138.00'	58.33'	24°19'11"	S 59°05'33" W	57.90'
C50	38.00'	38.46'	57°59'29"	S 17°59'12" W	36.84'
C51	38.00'	8.45'	12°44'13"	S 17°22'39" E	8.43'
C52	67.86'	62.00'	90°00'00"	S 07°38'30" W	64.57'
C53	52.85'	62.00'	48°50'27"	S 63°23'21" W	51.27'
C54	41.77'	62.00'	38°35'46"	N 72°54'47" W	40.96'
C55	46.96'	62.00'	43°24'00"	N 31°54'54" W	45.85'
C56	62.00'	46.96'	43°24'00"	N 11°29'06" E	45.85'
C57	62.00'	34.31'	31°42'30"	N 40°28'21" E	33.89'
C58	192.00'	25.65'	7°39'16"	N 50°46'35" E	25.63'
C59	192.00'	54.31'	16°12'27"	N 62°44'26" E	54.13'
C60	192.00'	54.57'	16°17'01"	N 78°58'10" E	54.38'
C61	192.00'	6.90'	2°03'36"	N 68°09'28" E	6.90'
C62	192.00'	12.01'	3°42'00"	S 69°36'00" E	12.01'
C63	192.00'	97.17'	28°59'50"	S 72°38'49" E	96.14'
C64	192.00'	97.17'	28°59'50"	S 43°38'59" E	96.14'
C65	192.00'	97.27'	29°01'32"	S 14°38'16" E	96.23'
C66	365.00'	350.07'	54°57'09"	N 61°42'42" E	336.81'
C67	435.00'	386.31'	40°20'44"	N 69°50'43" W	300.02'
C68	15.00'	22.16'	84°38'41"	S 89°50'01" E	20.20'
C69	15.00'	22.16'	84°38'41"	N 04°11'27" W	20.20'
C70	435.00'	29.58'	3°55'46"	N 36°11'00" E	29.57'
C71	435.00'	418.75'	55°09'21"	N 61°48'48" E	402.77'
C72	365.00'	351.37'	55°09'21"	N 61°48'48" E	337.96'
C73	365.00'	243.17'	38°10'20"	N 70°18'19" E	238.70'
C74	435.00'	289.81'	38°10'20"	N 70°18'19" E	284.48'
C75	350.00'	138.55'	22°49'51"	N 62°33'34" E	137.65'
C76	20.00'	49.51'	141°49'40"	N 19°41'41" W	37.80'
C77	365.00'	156.43'	24°33'22"	N 34°54'33" W	155.24'
C78	435.00'	203.92'	26°11'33"	N 64°38'55" E	202.06'
C79	20.00'	36.17'	103°36'58"	S 52°22'01" E	31.44'
C80	10.00'	15.71'	89°59'01"	N 44°23'16" E	14.14'
C81	30.00'	41.20'	78°41'13"	N 38°44'05" E	38.04'
C82	74.00'	88.60'	68°36'03"	N 34°54'33" W	83.40'
C83	74.00'	321.08'	248°36'03"	N 55°05'27" E	122.26'
C84	30.00'	47.12'	90°00'00"	S 45°36'32" E	42.43'
C85	74.00'	56.84'	44°00'45"	N 84°28'41" W	55.46'
C86	74.00'	30.21'	23°23'24"	N 30°46'37" W	30.00'
C87	74.00'	23.86'	18°28'23"	N 09°50'43" W	23.76'
C88	270.00'	118.13'	25°04'02"	N 63°45'10" E	117.18'
C89	67.86'	216.00'	17°56'47"	N 69°11'32" E	67.36'
C90	350.00'	16.68'	3°03'28"	N 52°44'53" E	16.68'
C91	350.00'	21.82'	3°34'20"	N 53°00'19" E	21.82'
C92	350.00'	38.91'	6°22'10"	N 57°59'34" E	38.89'
C93	350.00'	42.05'	6°53'02"	N 64°05'16" E	42.03'
C94	350.00'	38.91'	6°22'10"	N 70°42'54" E	38.89'
C95	270.00'	3.56'	0°45'22"	S 74°16'40" W	3.56'
C96	270.00'	30.02'	6°22'10"	S 70°42'54" W	30.00'
C97	270.00'	30.02'	6°22'10"	S 84°20'44" W	30.00'
C98	270.00'	30.02'	6°22'10"	S 57°58'34" W	30.00'
C99	270.00'	16.68'	3°03'08"	S 15°40'19" W	16.68'
C100	15.00'	23.56'	90°00'00"	S 45°36'32" E	21.21'
C101	15.00'	23.56'	90°00'00"	N 44°23'28" E	21.21'
C102	273.00'	45.21'	9°29'15"	N 51°15'24" W	45.15'
C103	15.00'	23.56'	89°45'51"	S 79°07'03" W	21.17'
C104	327.00'	53.82'	1°51'59'40"	N 51°15'49" W	53.78'
C105	15.00'	23.61'	90°10'41"	N 10°51'13" W	21.25'
C106	15.00'	23.56'	90°00'00"	N 79°14'07" E	21.21'
C107	15.00'	23.56'	90°00'00"	N 10°45'53" W	21.21'
C108	15.00'	23.56'	90°00'00"	N 79°14'07" E	21.21'
C109	15.00'	23.56'	90°00'00"	N 10°45'53" W	21.21'
C110	235.00'	226.22'	55°09'21"	S 61°48'48" W	217.59'

CURVE	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C111	181.00'	174.24'	55°09'21"	N 61°48'48" E	167.59'
C112	15.00'	23.56'	90°00'00"	S 44°23'28" W	21.21'
C113	15.00'	23.56'	90°00'00"	N 45°45'57" W	21.21'
C114	15.00'	23.56'	90°00'00"	N 44°23'28" W	21.21'
C115	15.00'	23.56'	90°00'00"	S 45°45'53" E	21.21'
C116	223.00'	135.62'	34°50'39"	N 73°11'12" W	133.54'
C117	277.00'	168.46'	34°50'39"	S 73°11'12" E	165.87'
C118	345.00'	151.67'	25°11'20"	N 46°48'47" E	150.45'
C119	345.00'	150.40'	24°58'42"	S 78°50'45" E	150.22'
C120	71.00'	98.35'	85°02'11"	S 61°46'48" W	45.10'
C121	235.00'	5.57'	1°21'25"	S 34°54'50" W	5.56'
C122	235.00'	48.87'	11°54'58"	S 44°13'01" W	48.79'
C123	235.00'	42.61'	10°23'17"	S 52°42'09" W	42.55'
C124	235.00'	40.05'	9°45'51"	S 62°46'43" W	40.00'
C125	235.00'	45.17'	11°03'06"	S 73°04'16" W	45.10'
C126	235.00'	43.95'	10°43'00"	S 84°01'59" W	43.89'
C127	181.00'	79.57'	25°11'20"	N 46°48'47" E	78.93'
C128	181.00'	94.67'	29°58'01"	N 74°24'28" E	93.59'
C129	71.00'	31.21'	25°11'20"	S 46°48'47" W	30.96'
C130	71.00'	37.13'	29°58'01"	S 74°24'28" W	36.71'
C131	223.00'	112.96'	29°01'25"	N 70°16'35" W	111.76'
C132	223.00'	22.65'	5°49'14"	N 87°41'55" W	22.64'
C133	277.00'	36.09'	7°27'55"	S 59°29'50" E	36.07'
C134	277.00'	53.05'	10°58'22"	S 68°42'59" E	52.97'
C135	277.00'	53.94'	10°58'22"	S 78°50'45" E	53.33'
C136	277.00'	25.91'	5°21'31"	S 87°55'46" E	25.90'
C137	345.00'	70.13'	11°38'48"	N 41°41'05" E	70.01'
C138	345.00'	71.75'	11°54'58"	N 53°27'58" E	71.62'
C139	345.00'	75.71'	12°34'22"	N 72°28'18" E	75.55'
C140	345.00'	64.53'	10°43'00"	N 84°01'59" E	64.43'
C141	15.00'	23.56'	90°00'00"	S 44°23'28" W	21.21'
C142	15.00'	23.51'	89°47'39"	N 45°42'42" W	21.16'
C143	15.00'	23.56'	90°00'00"	S 45°36'32" E	21.21'
C144	15.00'	23.56'	90°00'00"	N 44°23'28" E	21.21'
C145	20.00'	31.42'	90°00'00"	S 45°36'32" E	28.28'
C146	62.00'	225.16'	82°02'10"	S 45°28'21" E	160.87'
C147	15.00'	23.56'	90°00'00"	S 44°23'28" W	21.21'
C148	15.00'	23.56'	90°00'00"	S 45°36'32" E	21.21'
C149	192.00'	199.83'	59°39'39"	S 21°50'08" E	191.02'
C150	62.00'	9.82'	6°55'55"	S 63°19'55" E	9.91'
C151	62.00'	82.00'	93°03'11"	S 45°25'37" E	71.86'
C152	62.00'	27.33'	19°05'54"	N 82°01'38" E	27.21'
C153	192.00'	125.31'	37°23'37"	S 32°58'10" E	123.10'
C154	192.00'	74.62'	22°16'02"	S 03°08'20" E	74.15'
C155	192.00'	11.60'	3°27'46"	S 09°49'34" W	11.60'
C156	62.00'	52.70'	36°48'17"	N 74°04'42" W	51.79'
C157	62.00'	42.30'	29°53'29"	N 72°28'18" W	41.84'
C158	62.00'	25.62'	17°53'53"	N 46°45'16" W	25.51'
C159	62.00'	35.81'	25°01'22"	N 27°17'38" W	35.53'
C160	62.00'	42.01'	29°21'12"	N 00°06'21" W	41.55'
C161	62.00'	26.72'	18°40'22"	N 23°36'32" E	26.61'
C162	345.00'	9.79'	1°37'34"	N 35°03'41" E	9.79'
C163	387.00'	235.35'	34°50'39"	N 73°11'12" W	231.74'
C164	412.00'	250.56'	34°50'39"	S 73°11'12" E	246.71'
C165	522.00'	317.45'	34°50'39"	N 73°11'12" W	312.58'
C166	576.00'	500.29'	34°50'39"	S 73°11'12" E	344.92'
C167	15.00'	23.56'	90°00'00"	S 44°23'28" W	21.21'
C168	15.00'	23.56'	90°00'00"	N 45°36'32" W	21.21'
C169	15.00'	23.56'	90°00'00"	S 45°36'32" E	21.21'
C170	15.00'	23.56'	90°00'00"	N 44°23'28" E	21.21'</



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on the 23rd day of May, 2023, a true and correct copy of the foregoing Notice of Public Hearings for the Vista Meadows Preliminary and Final Plat was sent via United States Mail, postage pre-paid, to the following addresses:

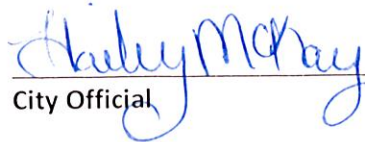
AGUIRRE MIREYA	AYALA MARCO ANTONIO CEJA
2405 VALLEY SKY ST	2217 MONTE VISTA ST
FORT LUPTON, CO. 80621	FORT LUPTON, CO 80621
BARBOZA JOSE LUIS MORALES	BARRON ANTONIO
522 TWILIGHT CT	2272 MONTE VISTA ST
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
BECERRA MIGUEL ANGEL LICEA	BINDER AMBER MARIE
2214 MONTE VISTA ST	2353 VALLEY SKY ST
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
C3 CONSTRUCTION MANAGEMENT	CHAVEZ OMAR
CO INC	533 TWILIGHT CT
515 JERRY ST	FORT LUPTON, CO 80621
CASTLE ROCK, CO 80104	
CHURCHES CODY D	CORY TEVI MARGO
509 TWILIGHT CT	2328 VALLEY SKY ST
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
GASSER DANIEL BRIAN	GOW WILLIAM JAMES
2209 MONTE VISTA ST	2206 MONTE VISTA ST
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
HALL KENNETH STEVEN	HOAG MARK WILLIAM
2221 MONTE VISTA ST	2429 VALLEY SKY ST
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
IRSIK SUSAN M	ISLAS EUGENIO MARTIN GURZA
517 TWILIGHT CT	2404 VALLEY SKY ST
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
JOHNSON BENJAMIN JACOB	JONES KAITLIN
2345 VALLEY SKY ST	555 TWILIGHT CT
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
KEATE BRIAN	KENNERLEY JENNIFER LYNNE
2428 VALLEY SKY ST	2436 VALLEY SKY ST
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
KIMMEN STEPHANIE	KING LLC
2205 MONTE VISTA ST	1840 OXFORD DR
FORT LUPTON, CO 80621	CHEYENNE, WY 82001
LOPEZ BRITTANY	MACIAS EVA EMILIA
2344 VALLEY SKY ST	542 TWILIGHT CT
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
MEDINA-VERA AMPELIO	MENDES MYKEL MANUEL LEE
2412 VALLEY SKY ST	2421 VALLEY SKY ST
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
MONDRAGON JEFFREY JOSEPH	MONGE AMANDA MARIE

Fort Lupton

COLORADO

2336 VALLEY SKY ST
FORT LUPTON, CO 80621
MONTANO JULIA ELIZABETH
2226 MONTE VISTA ST
FORT LUPTON, CO 80621
MORALES CARLOS JOSE
2413 VALLEY SKY ST
FORT LUPTON, CO 80621
OCHS KAYDEE
2444 VALLEY SKY ST
FORT LUPTON, CO 80621
RAMOS BERNARDINO ARPERO
524 MORNING TIDE AVE
FORT LUPTON, CO 80621
ROSARIO JOHN MICHAEL
2262 MONTE VISTA ST
FORT LUPTON, CO 80621
SLINGER ROBERT
501 TWILIGHT CT
FORT LUPTON, CO 80621
STONEBACK JASON WAYNE
4461 COUNTY ROAD 31
FORT LUPTON, CO 80621
VIGIL SHAINA UNIQUE
525 TWILIGHT CT
FORT LUPTON, CO 80621
WESTOVER ELLEN ELIZABETH
2218 MONTE VISTA ST
FORT LUPTON, CO 80621

2437 VALLEY SKY ST
FORT LUPTON, CO 80621
MOONEY KATEY L
565 TWILIGHT CT
FORT LUPTON, CO 80621
NOYOLA MIGUEL ANGEL
2352 VALLEY SKY ST
FORT LUPTON, CO 80621
RAMIREZ ERIK CARRILLO
2420 VALLEY SKY ST
FORT LUPTON, CO 80621
ROSALES RODRIGO ALEXANDER RUIZ
571 TWILIGHT CT
FORT LUPTON, CO 80621
SANCHEZ GERARDO OCTAVIO MIRANDA
572 TWILIGHT CT
FORT LUPTON, CO 80621
SOWELL MICHAEL JOE
2320 VALLEY SKY ST
FORT LUPTON, CO 80621
TRONCOSO EDGAR
592 TWILIGHT CT
FORT LUPTON, CO 80621
WEDEL ALEXANDER
562 TWILIGHT CT
FORT LUPTON, CO 80621
WUEBKER KAYLA MARIE
2312 VALLEY SKY ST
FORT LUPTON, CO 80621


City Official



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Sign Posting Affidavit

Vista Meadows Preliminary Plat

Project No. LUP2022-0022

PPL2022-0004



Facing North on C.R. 12



Facing West on C.R. 29

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 17 day of May, 2023.

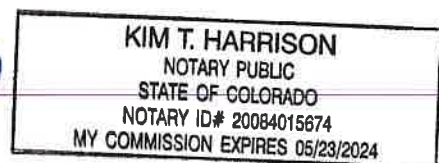
J.R. Osborne

Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by JR Osborne this 17 day of May, 2023. Witness my hand and seal.

My commission expires 5/23/2024.

Kim T. Harrison
Notary Public



(SEAL)

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

City of Fort Lupton Legals***
130 S McKinley Avenue
Fort Lupton CO 80621

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Weld } ss

This Affidavit of Publication for the Fort Lupton Press, a weekly newspaper, printed and published for the County of Weld, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 5/18/2023, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Fort Lupton Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 5/18/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-725145

Carla Bethke
Notary Public
My commission ends April 11, 2026

CARLA BETHKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004025550
MY COMMISSION EXPIRES APRIL 11, 2026

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 Vista Meadows Preliminary Plat, this application includes 4 parcels. The project is located south and adjacent to County Road 12, and east and adjacent to County Road 29 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, June 8, 2023, at 6:00 P.M., and before the City Council on Tuesday, June 20, 2023, 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

ALL OF THAT PARCEL DESCRIBED IN A WARRANTY DEED TO JOHN F. FITZSIMMONS AND CYNTHIA J. FITZSIMMONS, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3449195, AND ALL OF PARCEL II AS DESCRIBED IN A SPECIAL WARRANTY DEED TO FTL LAND ASSEMBLY, L.L.P., A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4688892. SAID PARCELS ARE LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 01 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9, AS MONUMENTED BY A SET 3.25 INCH ALUMINUM CAP MARKED "PLS 38750 2022", THENCE SOUTH 00°48'44" EAST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 30.00 FEET;

THENCE NORTH 89°14'03" EAST, 30.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 30.00 FEET, TO A FOUND RED PLASTIC CAP MARKED "PLS 12330" AND THE POINT OF BEGINNING.

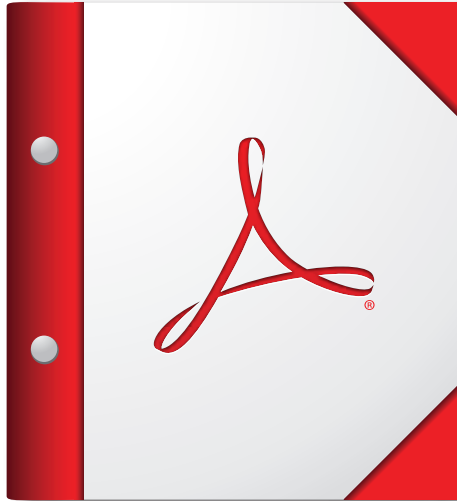
THENCE NORTH 89°14'03" EAST, ALONG THE SOUTH LINE OF THE THIRTY (30) FOOT RIGHT OF WAY FOR WELD COUNTY ROAD 12, 30.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 2621.61 FEET, TO A POINT ON THE EAST LINE OF SAID NORTHWEST ONE-QUARTER, SAID POINT BEING MONUMENTED BY A FOUND RED PLASTIC CAP MARKED "PLS 12330";

THENCE SOUTH 00°36'32" EAST, ALONG SAID EAST LINE, A DISTANCE OF 2627.72 FEET, MORE OR LESS, TO THE CENTER ONE QUARTER CORNER OF SAID SECTION 9, AS MONUMENTED BY A FOUND 3.25 ALUMINUM CAP MARKED "PLS 38046 2014"; THENCE SOUTH 89°35'20" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 2612.35 FEET, MORE OR LESS, TO A FOUND 1.5 INCH ALUMINUM CAP WITH ILLEGIBLE MARKINGS;

THENCE NORTH 00°48'44" WEST, ALONG THE EAST LINE OF THE THIRTY (30) FOOT RIGHT OF WAY FOR WELD COUNTY ROAD 12, 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 2611.53 FEET, TO THE POINT OF BEGINNING.

CONTAINING 157.379 ACRES 6,855,445 SQUARE FEET) OF LAND, MORE OR LESS.

Legal Notice No. FLP871
First Publication: May 18, 2023
Last Publication: May 18, 2023
Publisher: Fort Lupton Press



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SUBJECT FOR DISCUSSION

Approving a Resolution for Vista Meadows Final Plat and PUD Plan.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

John Fitzsimmons and C3 Construction Management CO, LLC have submitted a request for a final plat and PUD plan, known as Vista Meadows Filing Nos. 1 – 5. This project is to be a residential subdivision that will include 23 residential estate lots, 333 single-family residential detached lots, and 56 single-family residential attached lots. The overall project density is to be 2.6 dwelling units per acre. The development will include pocket parks, open space and interconnecting trails.

The project is zoned as PUD, which is consistent with the property north of CR 12. Residential development, similar in scale, is currently under construction on the north side of CR 12. Property to the east, west and south are currently county properties. There are limited residences surrounding this property with the majority of the land being used for agriculture. A large landscape buffer has been proposed along the property boundary for this community.

The site is located south and adjacent to County Road 12, and between County Road 29 and County Road 29 ½. The Property is located in Part of the Northwest Quarter of Section 9, Township 1 North, Range 66 West, of the 6th P.M., City of Fort Lupton, County of Weld, State of Colorado.

On June 2, 2014, the Fort Lupton City Council approved the annexation and initial zoning to PUD of the Property, known as the Fitzsimmons Annexation (Ordinance No. 2014-979). The Vista Meadows Sketch Plat and PUD Plan were approved by the Planning Commission on February 24, 2022 (Resolution No. 2022-009) and by City Council on March 15, 2022 (Resolution No. 2022R025). The applicant submitted a concurrent request for the Vista Meadows Preliminary Plat and PUD Plan that is also being reviewed by City Council.

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 at least 15 days prior to the hearing.

The Applicant has paid all applicable land use application fees and is covering ongoing review expenses.

FINANCIAL CONSIDERATIONS

Not Applicable

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

The City Council has the following four options for each request:

- a) Approve the proposed resolution
- b) Approve the proposed resolution with conditions

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

- c) Continue the hearing for additional information or further study
- d) Deny the proposed resolution

STAFF RECOMMENDATIONS

Planning Commission and Staff recommend conditional approval of the Vista Meadows Final Plat and PUD Plan, Filings No. 1 – 5. The conditions are listed in the proposed resolution provided to Council.

Attachments:

- a. Proposed Resolution P2023R0xx
- b. Staff Report - Final Plat
- c. Project Description
- d. Final Plat Filings 1 – 5
- e. Legal Notifications
- f. Public Comments

RESOLUTION NO. 2023Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE FINAL PLAT OF THE VISTA MEADOWS PUD FILING NOS. 1 – 5, A RESIDENTIAL SUBDIVISION, ON A PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, John Fitzsimmons and C3 Construction Management CO, LLC (“Applicants”) have applied for approval of a residential subdivision known as the Vista Meadows Final Plat and PUD Plan, Filing Nos. 1 – 5; and

WHEREAS, the Fort Lupton City Council held a public hearing on June 20, 2023, for the purpose of reviewing the Vista Meadows Final Plat and PUD Plan, Filing Nos. 1 – 5; and

WHEREAS, after review of the application for a Final Plat, and consideration of staff comments, Applicant’s presentation, and any public input, the City Council finds that the Final Plat is in conformance with the Colorado Revised Statutes, City codes and policies, and the Comprehensive Plan adopted by the City.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the plans and supporting documentation, referral comments, as well as any citizen input in response to this application. Based upon the review of applicable policies and goals in the Fort Lupton Comprehensive Plan, review of the Zoning Regulations, and analysis of referral comments and the facts presented on this date, the City Council hereby approves the Final Plat of the Vista Meadows PUD Filing Nos. 1 - 5, with the following conditions:

I. Prior to recording the Final Plat:

- A. The title of the Final Plat shall be updated to include the Project No.: LUP2022-0022 and Plan No.: FPL2022-0003.
- B. Any redline comments provided by City Staff shall be made to the Final Plat.
- C. Cash in lieu for required water shares shall be paid prior to recording each of filing, or through an escrow with a title company in a manner acceptable to the City.
- D. The Applicant shall provide written evidence that all comments from Public Works have been adequately addressed.
- E. The Subdivision Improvements Agreement shall be approved by City Council.
- F. Adequately address all comments from the Fulton Ditch Company.

II. Prior to the start of construction:

- A. One set of drawings in an appropriate format of the Final Plat for each Filing shall be submitted for recording with the Weld County Clerk & Recorder. One set of drawings of the Preliminary Plat shall also be submitted.

III. The Final Plats shall be recorded within three (3) years of approval.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 20TH DAY OF JUNE, 2023.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



VISTA MEADOWS FINAL PLAT AND PUD PLAN
STAFF REPORT
LUP2022-0022 & PPL2022-0004

PROJECT DESCRIPTION

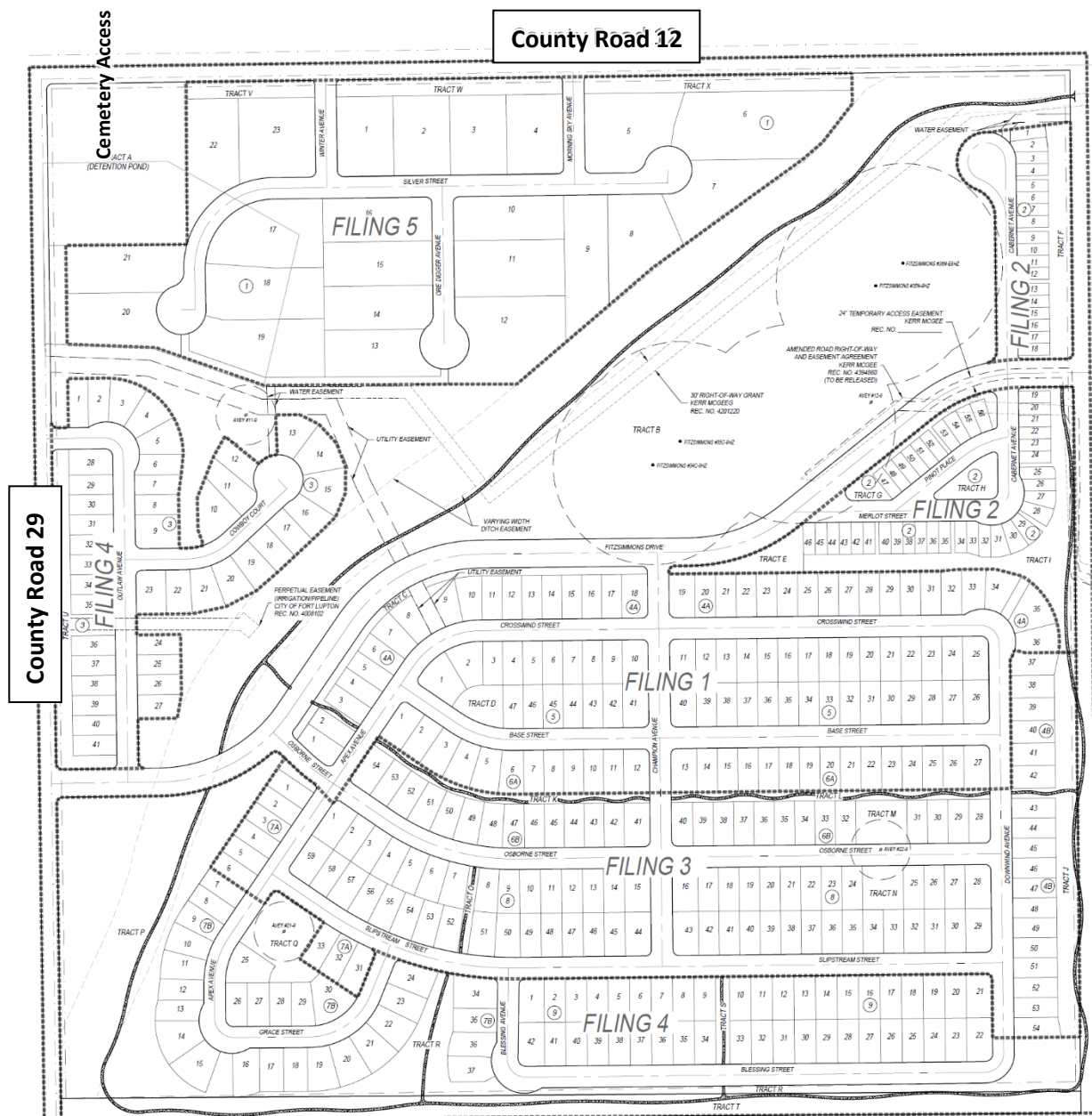
Project Nos.: LUP2022-0022, PPL2022-0004

Project Name: Vista Meadows Final Plat

Owner's Name: John Fitzsimmons ("Applicant")

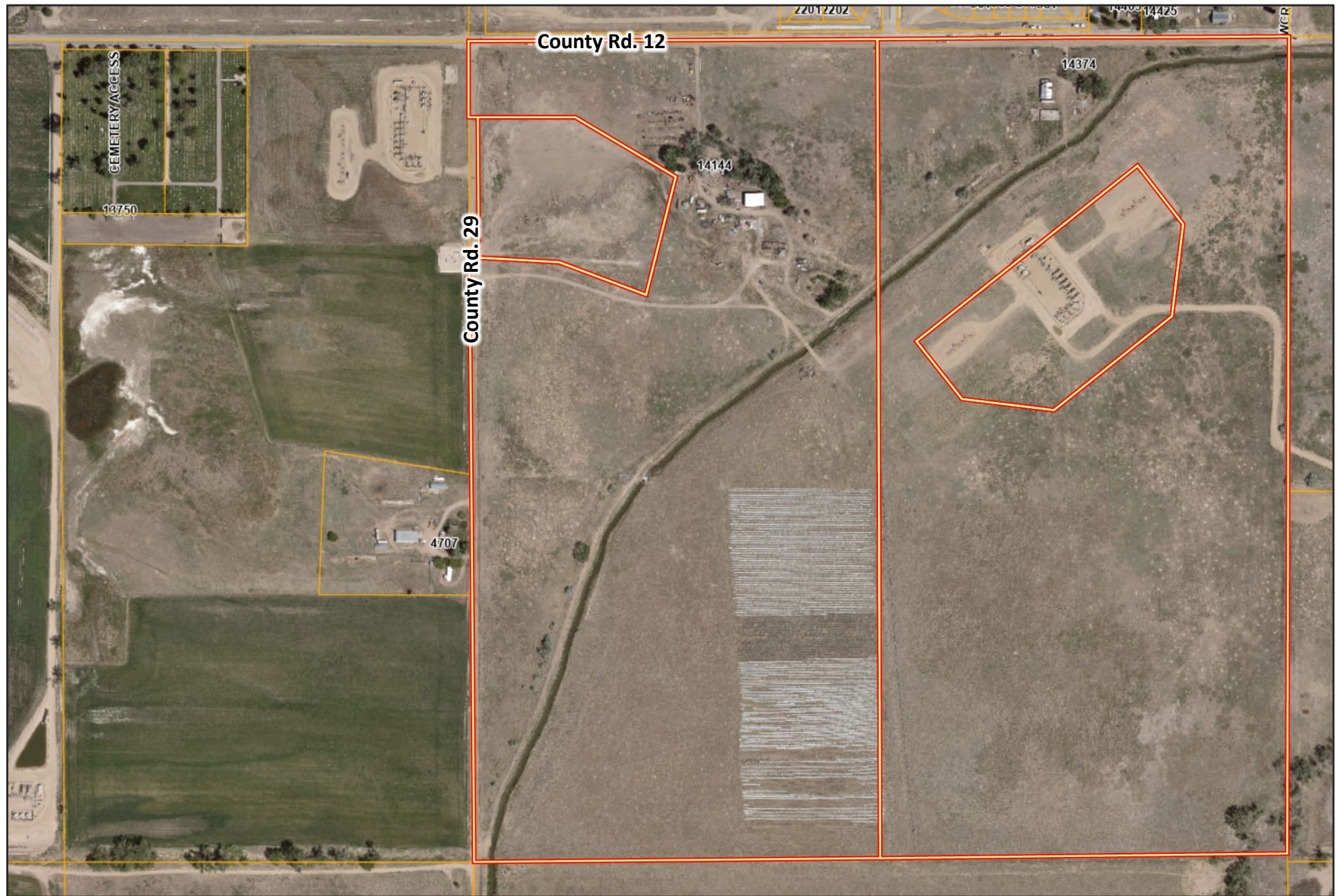
Representative's Name: J.R. Osborne with C3 Construction Management CO, LLC

VISTA MEADOWS FINAL PLAT & PUD PLAN



Fort Lupton

COLORADO



Fort Lupton

COLORADO

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME
	AG	25	ACER GRANDIDENTATUM / BIGTOOTH MAPLE
	AH	34	ACER TATARICUM 'HOT WINGS' / HOT WINGS TATARIAN MAPLE
	CS	57	CATALPA SPECIOSA / NORTHERN CATALPA
	CO	17	CELTIS OCCIDENTALIS / COMMON HACKBERRY
	GTS	59	GLEDTISIA TRIACANTHOS INERMIS 'SHADEMASTER' TM / SHADEMASTER LOCUST
	KP	17	KOELREUTERIA PANICULATA / GOLDEN RAIN TREE
	PNI	35	PINUS PONDEROSA / PONDEROSA PINE
	PA	4	PINUS ARISTATA / BRISTLECONE PINE
	PE	53	PINUS EDULIS / PINON PINE
	PCA	7	PYRUS CALLERYANA 'AUTUMN BLAZE' / AUTUMN BLAZE PEAR
	QM	26	QUERCUS MUEHLBERGII / CHINKAPIN OAK
	EX-RET	42	TO REMAIN- PROTECT DURING CONSTRUCTION / EXISTING TREE TO REMAIN
	UWI	20	ULMUS AMERICANA 'PRINCETON' / PRINCETON ELM

LANDSCAPE STATEMENT OF INTENT:
THE LANDSCAPING FOR VISTA MEADOWS WILL PROVIDE AESTHETICALLY PLEASING OUTDOOR SPACES, CONSISTENT WITH THE REGIONAL CHARACTER. PLEASING VIEWS WILL BE ENHANCED, AND SCREENING AND BUFFERING WILL BE PROVIDED, AS NEEDED, TO SCREEN UNDESIRABLE VIEWS AND PROVIDE WIND CONTROL. SHADE TREES WILL BE PROVIDED IN TREE LAWNS ALONG ROADWAYS TO CREATE AN ATTRACTIVE STREETScape. ENHANCED LANDSCAPING, CONSISTING OF NATIVE, DROUGHT TOLERANT TREES AND SHRUBS WILL BE PROVIDED IN POCKET PARKS AND OPEN SPACES. PHASING OF IMPROVEMENTS WILL OCCUR CONCURRENTLY WITH THE FDP PROCESS.

1. LANDSCAPING IS CONCEPTUAL AND WILL BE FURTHER DEFINED AT THE TIME OF THE FDP.
2. OPEN SPACE OWNERSHIP WILL BE DETERMINED WITH THE RECORDING OF THE FINAL DEVELOPMENT PLANS FOR EACH FILING.
3. SPECIFIC LANDSCAPE PARK PLANS WILL BE PROVIDED AT THE TIME OF THE FDP FOR ALL PARKS.
4. ALL WELL SETBACK AREAS WILL BE SEEDED. DISTURBED AREAS FROM DRILLING OPERATIONS WILL BE RE-SEEDED.
5. FINAL TRAIL LOCATIONS WILL BE DETERMINED AT THE TIME OF THE FDP.
6. STREET TREES WILL BE PROVIDED BY THE DEVELOPER FOR MAIN ARTERIALS. ALL OTHER STREET TREES ARE TO BE PROVIDED BY THE INDIVIDUAL LOT OWNERS AS EACH LOT IS BUILT.

- FENCING NOTES:**
1. SIDE LOTS TO BE 6' SEMI-PRIVATE VINYL FENCING
 2. REAR LOT FENCING TO BE 4.5' WOOD POST AND RAIL FENCING WITH OPTIONAL BLACK VINYL COATED WIRE MESH

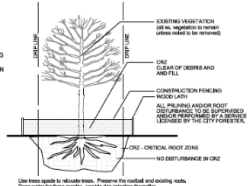
EXISTING TREE PROTECTION DIRECTIONS:

PROTECTIVE FENCING:
FOUR FOOT HEIGHT PROTECTIVE FENCING IS TO BE INSTALLED AROUND THE EXISTING TREES TO REMAIN. FENCING IS TO BE INSTALLED WITH THE PROTECTIVE FENCING TO BE INSTALLED AROUND THE EXISTING TREES TO REMAIN. FENCING IS TO BE INSTALLED AROUND THE EXISTING TREES TO REMAIN. FENCING IS TO BE INSTALLED AROUND THE EXISTING TREES TO REMAIN.

WATERING, MULCHING, AND FERTILIZATION:
PRIOR TO CONSTRUCTION CONTRACTOR IS TO PLACE A 4" DEPTH OF WOOD CHIPS OR MULCH INSIDE THE PROTECTIVE FENCING. PRIOR TO CONSTRUCTION CONTRACTOR IS TO PROVIDE REGULAR DEEP WATERING TO ALL EXISTING TREES TO REMAIN THROUGHOUT CONSTRUCTION. DURING CONSTRUCTION A BIRCHMULCH W/SPREADER IS TO BE APPLIED UNDER THE BASE OF EACH TREE AT A RATE OF 2 LBS. PER 1000 S.F. (USE DRIP LINE OF TREE TO CALCULATE SQUARE FOOTAGE).

TREE PROTECTION DETAIL

TRACT DATA TABLE		
TRACT	AREA (ac)	USE
A	3.25	DETENTION POND
B	31.06	OPEN SPACE, DITCH, PAVEMENT, UTILITY EASEMENTS
C	0.62	UTILITY EASEMENTS & OPEN SPACE
D	0.23	UTILITY EASEMENTS & OPEN SPACE
E	0.27	UTILITY EASEMENTS & OPEN SPACE
F	0.42	UTILITY EASEMENTS & OPEN SPACE
G	0.46	UTILITY EASEMENTS & OPEN SPACE
H	0.33	UTILITY EASEMENTS & OPEN SPACE
I	1.28	UTILITY EASEMENTS & OPEN SPACE
J	0.26	UTILITY EASEMENTS & OPEN SPACE
K	0.13	UTILITY EASEMENTS & OPEN SPACE
L	1.60	UTILITY EASEMENTS & OPEN SPACE
M	5.59	UTILITY EASEMENTS & OPEN SPACE
N	0.65	UTILITY EASEMENTS & OPEN SPACE
O	2.18	UTILITY EASEMENTS & OPEN SPACE
P	0.18	UTILITY EASEMENTS & OPEN SPACE
Q	3.53	OPEN SPACE
R	0.71	UTILITY EASEMENTS & OPEN SPACE
S	0.55	UTILITY EASEMENTS & OPEN SPACE
T	0.65	UTILITY EASEMENTS & OPEN SPACE
U	0.86	UTILITY EASEMENTS & OPEN SPACE
V	0.21	UTILITY EASEMENTS & OPEN SPACE
W	0.27	UTILITY EASEMENTS & OPEN SPACE
X	1.76	UTILITY EASEMENTS & OPEN SPACE



Use these notes for all trees. Prepare for removal and existing roots. Do not water for trees, mulch, provide deep irrigation (water).

VISTA MEADOWS PDP
FORT LUPTON, CO

LANDSCAPE PLAN

PROJ. NO.:
DATE: 05.28.22
SCALE: See Sheet
DRAWN: JRO
CHKD BY: NAM
SHEET: L130



PROJECT DESCRIPTION

Location of Request:

The site is located south and adjacent to County Road 12, and between County Road 29 and County Road 29 ½ (the "Property"). The Property is located in Part of the Northwest Quarter of Section 9, Township 1 North, Range 66 West, of the 6th P.M., City of Fort Lupton, County of Weld, State of Colorado.

Nature of Request:

The Applicant has submitted a request for a final plat and PUD plan. This project is to be a residential subdivision that will include 23 residential estate lots, 333 single-family residential detached lots, and 56 single-family residential attached lots. The overall project density is to be 2.6 dwelling units per acre. The development will include pocket parks, open space and interconnecting trails.

Site Size: 157.379 acres, more or less.

Zone District: PUD Planned Unit Development

Proposed Use: A residential subdivision that will provide a mix of estate lots, single-family attached and detached homes, as well as a pocket parks, open space and interconnecting trails.

Existing Use: Vacant.

Hearing Dates: Planning Commission – Thursday, June 8, 2023 at 6:00 PM; and
City Council – Tuesday, June 20, 2023 at 6:00 PM.

Hearing Location: Fort Lupton City Hall – Council Chambers, 130 S. McKinley Ave., Fort Lupton, Colorado.

Staff Recommendation: Approval with conditions, as described in the proposed resolution.

SUMMARY OF PREVIOUS APPLICATIONS

On June 2, 2014, the Fort Lupton City Council approved the annexation and initial zoning to PUD of the Property, known as the Fitzsimmons Annexation (Ordinance No. 2014-979).

The Vista Meadows Sketch Plat and PUD Plan was approved by the Planning Commission on February 24, 2022 (Resolution No. 2022-009) and by City Council on March 15, 2022 (Resolution No. 2022R025).

Planning Commission recommended approval of the Vista Meadows Preliminary Plat and PUD Plan on June 8, 2023.

APPLICATION PROCESS

The Applicant is requesting approval of a Final Plat and PUD Plan. PUD development plan applications are to be processed in the same manner as set forth in the Code for major subdivisions. The Applicant is applying for concurrent approval a Final Plat and PUD Plan, as permitted under Section 17-22(a)(4) of the Subdivision Regulations.

Under the Fort Lupton Municipal Code, after required public notice of the Preliminary Plat and PUD Plan, 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 Applicant has submitted the Vista Meadows Preliminary and Final Plats concurrently, as permitted by the Municipal Code. A final plat is not reviewed by Planning Commission under the Municipal Code.

Section 17-23 states that a final plat is to be reviewed by City Council at a public meeting. A final plat does not require Planning Commission review. The Code requires that a subdivision improvements agreement be submitted by the applicant for review by the City Attorney and City Council. A subdivision improvements agreement has been addressed in the conditions of approval included on the proposed resolution.

This is the final step in the major subdivision process. The first step is approval of a sketch PUD plat (reviewed and approved on January 18, 2022), and the second step is approval of the preliminary PUD plat (reviewed concurrently).

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

Section 16-45 – PUD Planned Unit Development District

- a) The Planned Unit Development (PUD) Provisions contained herein are intended 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 proposed project is for a residential subdivision which will include single-family attached and detached residential lots. 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 site is well situated for housing per the Comprehensive Plan. The plan also provides for diversity in housing types for the community. Staff believes this plan meets the intent of Section 16-45(a).

- b) Development within PUD Districts shall require specific approval of the Planning Commission and the City Council as amendments to the "Official Zoning Map" and approval of PUD plans which comply with the requirements and standards set forth in this Chapter and after the requirements of notice and hearing as set forth in this Chapter.

A concurrent application for a final plat has been submitted for Planning Commission and City Council approval. PUD plans have been submitted for review and approval. Initial zoning and annexation of the Property into the City of Fort Lupton occurred in 2014 through Ordinance 2014-979.

- c) PUD plan.

- (1) PUD permit requirements. All development within a PUD District must be in accordance with an approved PUD plan. No building or development permits shall be issued within a PUD

District unless they are in conformance with an approved PUD plan for that District. Small wind energy systems are permitted uses in PUDs, provided that they meet the qualifications and criteria for a building permit set forth in [Section 18-9](#) of this Code and are approved as part of the PUD approval process.

A PUD plan has been submitted for the proposed development, and is laid out in the Preliminary and Final Plat and PUD Plan maps and related submittal documents included with this Planning Commission packet.

- (2) PUD plan format and content, general. In accordance with this Section, PUD plans shall contain unique district regulations that apply to specific parcels of land within a PUD District, including permitted and special uses, lot sizes, bulk, density, general layout, architectural guidelines and location of and standards for public facilities and amenities, and any design standards that vary from the City of Fort Lupton Standards and Specifications for the Design and Construction of Public Improvements. Unless specifically modified by a PUD plan, all provisions of the City's Code and adopted standards and specifications shall apply within PUD Districts. PUD plans shall be in the same general format as required for subdivision plats.

A PUD plan has been submitted for the proposed development, and is laid out in the Preliminary and Final Plat and PUD Plan maps and related submittal documents included with this Planning Commission packet. Unless specifically modified by the PUD plan, the subdivision will adhere to all provisions of the City Code.

- (3) PUD plan process, general. All PUD plan applications shall be submitted and processed simultaneously with the subdivision applications for the property. PUD plan and subdivision applications may also be processed concurrently with the proposed amendment to the Official Zoning Map, creating a PUD District. Except as specifically provided in this Section, PUD plan applications shall be processed in the same manner as set forth in this Code for major subdivisions, including all pre-application conferences, sketch PUD plan, preliminary PUD plan and final PUD plan applications, public hearings and recording with the County Clerk and Recorder.

These requirements have been met. Initial zoning and annexation of the Property into the City of Fort Lupton occurred in 2014 through Ordinance 2014-979.

- (4) Maintenance of private facilities. The owner shall establish an organization for the ownership and maintenance of any approved private streets and/or common open space areas unless other adequate arrangements for the ownership and maintenance thereof are provided in a manner acceptable to the City.

The Applicant is working with the City to finalize the Subdivision Improvement Agreement. The Vista Meadows Metro District will serve as the Home Owner's Association (HOA) and will maintain private facilities.

- (5) PUD size. Unless specifically waived by the City Council, the area included in a PUD plan must be at least ten (10) acres in size.

This development is 157.379 acres in size, more or less.

(6) Approval. Approval of a final PUD plan by the City Council shall be by ordinance.

The Vista Meadows Preliminary Plat and PUD Plan will be presented concurrently with the Final Plat and PUD Plan before City Council for approval on June 20, 2023. The change of zone to the PUD zone district occurred in 2014.

d) Intent. PUD provisions are intended to further the following objectives:

(1) To permit and encourage innovative design and high quality, master-planned urban developments on large parcels of land.

(2) To permit greater flexibility in the application of zoning and development standards and greater freedom in providing a mix of land uses in the development of a balanced community.

(3) To preserve critical environmental resources, provide above-average open space and recreational amenities, include exceptional design and provide greater efficiency in the layout and provision of roads, utilities and other infrastructure.

(4) To provide flexibility in land planning and development, resulting in amenable relationships between buildings and ancillary uses, and permitting more intensive use of land where well-related open space and recreational facilities are integrated into overall design.

(5) To encourage unity and diversity in land development, resulting in convenient and harmonious groupings of uses, structures and common facilities, varied type design and layout of housing and other buildings and appropriate relationships of open spaces to intended uses and structures.

(6) To encourage unified and planned development of a site, with or without customary subdivision into single lots, and without specific application of the district regulations as provided for individual lots, subject to the regulations set forth herein.

(7) To provide for and encourage the preservation and enhancement of desirable natural landscape and other features unique to a development site.

(8) To provide reasonable standards and criteria by which the specific proposals for a PUD can be evaluated.

(9) To provide a procedure which can relate the design and layout of unified residential, commercial or industrial developments to the particular site and demand for such development in a manner consistent with the preservation of property values within established residential areas.

With respect to Section 16-45(d)(1)-(9) above, Staff finds that the proposed Final Plat and PUD Plan substantively meet the intent of this subsection. The development of mixed attached and detached single-family residences under PUD zoning provides more cohesion between the different residential types, while also creating generous open spaces for residents.

The proposed PUD and layout of the subdivision promote unity and diversity in uses that would be otherwise difficult with straight zoning. This plat proposes trails and open

space that also have the potential to tie the development into the surrounding communities. Any deviations from the City Code are outlined on the PUD Plan.

e) General location and planning requirements.

- (1) Relation to major transportation system. PUD districts shall be located with respect to major streets and highways or other transportation facilities to be directly accessible without creating traffic on minor streets in residential areas outside such district.

The southern portion of the subdivision will be accessed from Fitzsimmons Drive which will be laid out as an internal east-west connection. Fitzsimmons Drive will provide access to County Road 29 and to County Road 29 ½, which will be extended.

Estate lots in the north and the homes in the western portion of the property will enter and exit from County Road 12 and County Road 29 respectively. Additional internal roads will be constructed throughout the subdivision and are detailed in the Preliminary and Final Plats. Improvements to County Road 12 are to be completed and the south side of the street paved as a condition of the Subdivision Improvements Agreement for this development.

- (2) Relation to public utilities and community facilities. PUD districts shall be located in relation to public utilities and community facilities and services, either existing or to be available by the time development reaches the stage where they will be required, so that such facilities can be provided at reasonable cost and with reasonable efficiency.

Potable and non-potable water will be supplied by the City. Sanitary sewer will be supplied by the City. The developer is working with private utility providers for other utility requirements. Staff finds that the development meets this objective.

- (3) Relation to general pattern of urban development. PUD districts shall be planned and located in general compliance with the Comprehensive Plan and shall relate to the major elements of the urban pattern, including housing, commercial facilities and principal places of employment, by physical proximity of major streets so as to provide for the convenience and amenity of residents of the community and to reduce general traffic congestion by a close relationship between origins and destinations.

The Future Land Use Map designates this parcel for Single-Family Detached Residential and Multifamily land uses. Vista Meadows will provide a variety of lot sizes and proposes attached and detached residential units. Vista Meadows is coordinate with the Comprehensive Plan and proposes to add value to surrounding areas through the creation of common open spaces, landscaping, and a trail network throughout the development. The street network will tie into adjacent roads and will provide improvements. It is Staff's opinion that the proposal meets the intent of the Comprehensive Plan.

- f) Physical character of the site. The site shall be suitable for the development proposed without hazards to structures, occupants or any property from probability of flooding on the site or on

adjacent lands, from erosion or deposition of eroded material on adjacent lands, from subsidence of the soils or from other dangerous conditions. Soil, groundwater level, drainage and topography shall be appropriate to both the kind and pattern of use intended.

The project is not located within a floodplain. The Applicant accounted for drainage as shown on the plat. A soils report was submitted with the application materials and is available for review.

g) Site planning; external relationships.

- (1) Vehicular access. Entrances and exits for vehicles shall be designed to encourage smooth traffic flow with minimum hazards to passing traffic or to traffic entering or leaving the development. Merging or turnout lanes may be required where anticipated traffic flows from or to the PUD indicate the need for such lanes. In no case shall streets within a PUD district connect to streets outside the district in such a way as to encourage use of any minor streets for through traffic.

Interior roads will be constructed to create access to each lot. A traffic impact study was submitted with the application materials for review by the City Engineer, Fire District, and Planning Staff. Staff finds that the layout proposed meets the intent of this subsection.

- (2) Perimeter setback and screening. If topographical or other barriers do not provide adequate buffer between the PUD and adjacent uses, structures on the perimeter of the PUD shall be set back a distance equal to the minimum setback requirement of the adjoining district, or shall be permanently screened by fences, walls or plantings as required to sufficiently protect the privacy and amenity of adjacent uses, to protect the planned development from potentially adverse external influences such as a major street or highway and, as necessary, to make transition from adjoining district.

The applicant has submitted a landscape plan and worked with Staff to ensure adequate landscaping is provided throughout the development. The perimeter of the development includes landscaping that will serve as a buffer to surrounding properties. Existent trees, including the cluster of established Cottonwoods in the southwestern area of the development, are to be preserved.

h) Modifications of subdivision regulations.

- (1) The improvements required under the subdivision regulations, including streets, storm drainage, sanitary sewerage and potable water systems, shall be provided in each PUD.

The Applicant is working with the City Engineer to finalize a subdivision improvements agreement prior to construction. This agreement will go before City Council for approval. A final drainage report has been included as part of this application.

- (2) The requirements and standards for the construction of streets and utilities set forth in the City of Fort Lupton Standards and Specifications for the Design and Construction of Public Improvements shall be subject to modification where the plan and program for a PUD make adequate provision for vehicular and pedestrian access and circulation, recreation, utility and service needs of the tract when fully developed and occupied, and also provide such covenants, easements or other legal documents and provisions as will assure conformity to and successful implementation of the plan. Such modifications shall be contained within the PUD plan, subject to approval by the City Council.

The Applicant is working with the City Engineer to finalize these improvements prior to construction.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Future Land Use Map designates the northern portion of the Property for Single-Family Detached land uses. This designation allows for neighborhoods of predominately single-family detached homes on individual lots. This can consist of a variety of development types, including higher density homes within the City's urban core and planned subdivisions within residential growth areas. The Vista Meadows development is in an area that has been sited for residential uses. In addition to single-family units, the neighborhoods contemplated by the Comprehensive Plan may include scattered single-family attached, detached, and multi-family housing options, as well as public and semi-public uses. Given market demand, single-family neighborhoods are likely to remain prevalent within Fort Lupton.

The southern portion of the Property is designated for Multi-family land uses. This designation allows for multi-family buildings and planned multi-family developments. Multi-family complements traditional single-family detached by offering the highest density options within Fort Lupton. The northeastern portion of Vista Meadows is proposing higher density, attached housing. This mix of housing will provide opportunities to develop affordable housing options and contribute to greater housing diversity. Staff believes that the goals of the multifamily designation for this area have been satisfied.

This proposed application conforms with projected and current land use designations, and provides a diversity of housing types, with estate lots planned for the northernmost portion of the Property, and single-family residential for the western and southern portions. Finally, single-family, attached lots are planned for the eastern portion of the property. This mix of housing types meets the intent of the Future Land Use Map adopted by the City.

The Comprehensive Plan identifies a residential framework and identifies target areas for residential development within the community. Vista Meadows is located within a Residential Growth Area identified in the Comprehensive Plan, with Multi-Family Expansion to the south. While the single-family attached lots are intended to be located in the northeastern quadrant of the community, the City has determined that the intent of the residential framework has been addressed through the establishment of a variety of housing types.

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 May 18, 2023.

Notice of the public hearings were posted on the Property 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. The Property was posted on May 17, 2023.

Notice was mailed to neighbors within five-hundred (500) feet of the Property on May 23, 2023.

REFERRALS

Referrals were provided to the list below. All comments received can be found at: <https://www.fortluptonco.gov/DocumentCenter/Index/715>.

Buildings/Grounds Manager	City Attorney	Police Chief
Public Works Director	Building Inspector	Recreation Manager
OMI	GIS Specialist	Weld Cty Dept. of Public Health & Env
Weld County GIS	Fort Lupton Fire Protection District	CDOT
Colorado Parks & Wildlife	Division of Water Resources	United Power
Comcast	CenturyLink	Xcel Energy
Postmaster	Weld County Department of Planning	Weld County Public Works
Northern Colorado Water Cons. Dist.	Fulton Ditch Company	Weld County School Dist RE-8
Western Midstream		

RECOMMENDATION

Staff recommends conditional approval of the Vista Meadows Final Plat and PUD Plan. Conditions are listed on the proposed Resolution provided to Planning Commission.

Additional documents are available for review at:
<https://www.fortluptonco.gov/DocumentCenter/Index/698>.

Vista Meadows: Preliminary/Final Plat Narrative **July 18, 2022**

General Description/Site Features and Proposed Land Uses

The property is located on south of County Road 12, west of County Road 29, and east of County Road 29 ½. The property is approximately 150 acres with existing PUD zoning. Proposed uses will include 23 residential estate lots, 333 single family detached lots and 56 single family attached residential units. The overall project density is 2.6 du/ac. The development will include pocket parks, open space, and interconnecting trails.

Compliance with the City of Fort Lupton Comprehensive Plan

The proposed development integrates the goals set out in the Town Comprehensive Plan in the following ways:

Growth and Development

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 site is well situated for housing per the Comprehensive Plan. The plan also provides for diversity in housing types for the community.

Transportation and Mobility

This plan provides a safe and efficient transportation network that accommodates pedestrians, vehicles and bicycles. The primary entrances are located along County Road 29 and County Road 29 1/2. The estate residential lots will take access from County Road 12. A collector roadway meanders through the project, connecting CR 29 to CR 29 ½. The collector roadway will provide convenient access to local streets for vehicles, bicycles and pedestrians. The project is planned as a pedestrian oriented and walkable community with detached sidewalks, tree lawns, street trees and connections throughout the community, to future adjacent neighborhoods.

Parks, Open Space and Environmental Features

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. As shown on the Fort Lupton Proposed Trails Map, the Main Fulton Ditch Trail will be constructed with this development, making a connection through the site and eventually providing pedestrian access to nearby subdivisions to the north and other destinations surrounding Fort Lupton. In addition, this project will construct the Connector Trail proposed along County Road 12. A trail head is centrally located adjacent the collector roadway on-site.

Public Facilities and Services

The proposed development is a logical extension of the City of Fort Lupton public services without placing additional burdens on existing residents and businesses. Infrastructure will be provided so as to meet the requirements of the Comprehensive Plan and/or the Land Use Code.

Water will be provided by the Town of Fort Lupton by connecting to existing 12" potable and non-potable water mains in CR 12 & CR 29.5. There will also be a network of 8" potable and non-potable water mains throughout the site.

Sewer will be provided by the Town of Fort Lupton through a connection to an existing 12" sanitary sewer main on the west end of Mountain Sky Drive in the Mountain Sky Subdivision.

Stormwater will be treated using appropriate water quality measures, with on-site detention being utilized throughout the site to maintain stormwater releases at or below historic rates from the site. Storm water will be conveyed using a series of on-site storm drains culminating to a detention pond in the NW corner of the property. The detention pond will release into a storm drain under CR 12 which will daylight into a swale heading north to the natural drainage way on the west side of the Mountain Sky Subdivision. Stormwater releases will not be allowed into the Fulton Ditch, stormwater and will be conveyed under the ditch.

Compatibility With Adjacent Neighborhoods

Residential development is proposed for the Vista Meadows community. There is currently PUD zoning which is consistent with the property north of CR 12. Residential development, similar in scale, is currently under construction on the north side of CR 12. Property to the east, west and south are currently county properties. There are limited residences surrounding this property with the majority of the land being used for agricultural uses. A large landscape buffer has been proposed along the property boundary for this community. Landscape will be used to create visual interest and provide screening in any necessary locations. Multiple access points have been provided which could serve as both vehicular and pedestrian connections to adjacent development, at the time those properties redevelop. A regional trail through the property will also serve as an amenity for future adjacent developments.

Urban Design Requirements and Architectural Guidelines

Architectural guidelines have been provided with this submittal. A mix of elevations will provide an appealing streetscape while detached walks and tree lawns will support a pedestrian friendly community. Conceptual elevations have been provided.

Description Of Standards For Infrastructure

There are no deviations of design standards proposed for this subdivision.

Description Of Standards To Vary

There are no deviations of design standards or City requirements proposed for this subdivision.

Planned Phasing

Please refer to the phasing designation in the construction documents for specific areas to be included per phase.

The development is proposed in seven phases.

Phase 1 will include 50' lots with and Single Family detached housing products. A portion of the collector roadway within the site as well as required improvements along CR 29 ½ will be constructed with this phase.

Phase 2 will extend the collector roadway through the site, with 50' wide lots.

Phase 3 constructs 50' wide lots.

Phase 4 will include the construction of 50' wide lots, Fulton Ditch trail and will include the construction of two pocket parks

Phase 5 will include the construction of 60' wide lots, the neighborhood park, remainder of trails, and as required improvements along CR 12

Phase 6 will include the construction of 50' and 60' wide lots as well as required improvements along CR 29.

Phase 7 will include the construction of the residential estate lots.

Phase 8 will include the construction of multi-family lots.

Forecast of Projected Construction Timing

The construction of Vista Meadows infrastructure is planned to occur in eight phases, with the first phase of development taking 6 months, and the subsequent phases anticipated to be constructed in 72 months. The commencement of the initial phase of infrastructure is anticipated to occur upon receipt of the required entitlements/permits from the City of Fort Lupton. While the ultimate commencement of future phases of construction will be based on the market absorption of delivered lots and seasonality, the eight phases of development are currently projected to complete by the end of 2029.

Public Services

Fire and Police Protection

Law enforcement for the property would be provided by the Fort Lupton Police Department. It is not anticipated that there would be special security needs or a specific need for additional officers.

Fire protection for the property would be provided by Fort Lupton Fire Department. Fort Lupton Fire Station #2 is located at the northwest corner of County Road 31 and 9th Street. It is not anticipated that the project would pose special fire hazards. Fire prevention requirements, fire detection, fire lanes, emergency access, etc. will be provided as required by code.

Schools

The project is within the Weld Re-8 School District. We will work with the District to identify and address any impacts of this project.

Recreation and Open Space

The project will include park amenities, including open spaces and trails, and active and passive recreation.

Traffic Statement

The property is bordered by County Road 12 to the north, County Road 29 ½ to the east and County Road 29 to the west. A collector road with a 70' ROW will run east/west connecting CR 29 and CR 29 ½. Another local connection will be made at County Road 12 to provide access to the residential estate lots. These connections to surrounding Collectors have been designed to disperse traffic evenly within the development. A full Traffic Impact Study has been included with this submittal.

Statement of Commercial Mineral Deposits

There are currently oil & gas facilities within the property but there are no known commercial mineral deposits on-site.

Environmental

The Vista Meadows property has no known environmentally sensitive areas, wetlands or floodplains on-site. There are no significant groves of trees/vegetation on site or wildlife corridors and/or habitat.

Hazards

There are no known hazards on-site.

Treatment of Conflicting Uses

A landscape buffer area is proposed adjacent to the existing irrigation ditch. A trail will be design along the ditch to serve as an amenity for the subdivision and regional connection for the community. There are existing oil & gas operations on-site. The required buffers, per the municipal code, have been provided and landscape will be used to provide appropriate visual buffers between residential development and oil & gas operations.

Historical or Archaeological Sites

The Vista Meadows property has no known historical significance and/or archaeological sites within the property boundary. There the property is currently a vacant lot with existing oil & gas on-site.

Landscape Design Statement

The design intent for the community landscape is to provide a visually attractive and low maintenance landscape. Water conservation has been considered in the design and a water wise plant palette as has been used. Native seed if used in open space areas and around the perimeter of the property to create consistent transitions to the adjacent properties. Areas of enhanced landscape will be focused on key locations such as entries and park areas. The metro district will maintain all common area landscape.

Vista Meadows Metro District Statement

The District will provide and maintain the Public Improvements necessary to serve the project. The District will also provide ongoing services including: covenant enforcement, design review, and parks, open space and common area ownership and maintenance.

Public Land Dedication

Land dedication for Parks is calculated at 3 residents per single family detached unit and 2.5 residents per duplex unit (multi-family development parcels). The total number of single family detached units is 333 in addition to 23 residential estate lots, resulting in 1103 residents. The multi-family area will be 56 units, resulting in 140 residents for a community total of 1243 residents. Calculating the Community Park at 3 acres / 1000 persons, the required dedicated open space would be 3.72 acres. Open space to be dedicated to Fort Lupton would include a 2.2 ac neighborhood parks along with several smaller pocket parks, and multiple open spaces located throughout the development, providing the remainder of the required dedicated open space. Approximately 31% of the site is currently designated as open space (~47 acres).

The developer will work with the School District to determine the school site requirement. It is anticipated that cash-in-lieu will be the means to meet the school site dedication requirement.

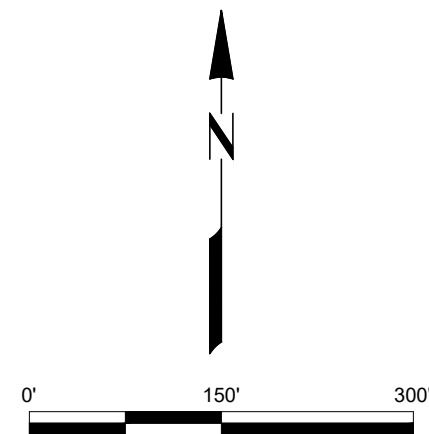
TOTAL NUMBER OF LOTS:- 110
TOTAL AREA OF LOTS:- 15.107 ACRES (658,065 SQ. FT.)

CITY ENGINEER

TRACT OWNERSHIP TABLE			
TRACT	OWNER	MAINTENANCE	USE
A	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	DETENTION POND
B	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	OPEN SPACE, DITCH, PIPELINE, IRRIGATION & UTILITY EASEMENT
C	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	OPEN SPACE & UTILITY EASEMENTS
D	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
E	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE

SCALE: N/A		CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC		SHEET:
DATE: 06/22/22				
JOB NO.: 229018		REV. #	REVISION DATE	 133 S. 27th Avenue Brighton, CO 80601 11713 Shoreview Overlook Austin, TX 78752 Texas Firm#10194171
JOB NAME: ECI FITZSIMMONS		5	REVISED PER CITY COMMENTS	
DRAWN: JAH CHK: JMC		6	REVISED PER CITY COMMENTS	
REV: 6 JAH 04/10/23		3	REVISED PER NEW TRACT DESIGNATION	
APP. NO:		4	REVISED PER CITY COMMENTS	

VISTA MEADOWS P.U.D. SUBDIVISION FILING NO. 1
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003



LINE	BEARING	DISTANCE
L1	S 46°30'47" E	59.27'
L2	S 55°45'53" E	70.06'
L3	S 55°45'53" E	139.50'
L4	S 75°25'44" E	27.69'
L5	N 89°23'28" E	83.98'
L6	S 29°45'28" W	113.01'
L7	N 29°45'28" E	110.05'
L8	N 75°33'07" W	69.79'
L9	S 89°23'28" W	96.48'
L10	S 84°16'55" W	39.57'
L11	N 00°36'32" W	5.00'
L12	N 89°23'28" E	38.94'

CURVE	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C1	27.00	2.35	0°36'32"	S15°20'00"W	2.35
C2	435.00	289.81	38°10'20"	S7°01'18"W	284.48
C3	365.00	243.17	38°10'20"	S7°01'18"W	228.70
C4	365.00	418.75	55°09'21"	S41°44'52"W	402.21
C5	365.00	350.07	54°57'09"	S61°42'42"W	336.81
C6	435.00	306.31	40°20'44"	N69°00'04"E	300.02
C7	15.00	22.16	84°3841"	S88°50'07"E	20.20
C8	32.00	52.80	91°156"	S91°08'20"E	52.74
C9	387.00	236.35	34°59'39"	S72°11'39"W	221.34
C10	82.00	26.72	18°40'22"	N23°54'27"E	26.61
C11	192.00	199.83	59°39'33"	N21°50'08"W	19.02
C12	82.00	25.62	17°53'53"	N48°46'16"W	25.51
C14	15.00	23.56	80°00'00"	N44°23'28"E	21.21
C15	143.00	181.91	80°00'00"	N70°18'19"W	284.48
C16	365.00	243.17	38°10'20"	N7°01'18"W	228.70
C17	15.00	23.50	89°45'51"	S79°07'03"W	21.17
C18	273.00	45.21	9°28'15"	N51°15'24"W	45.15
C19	15.00	22.16	84°3841"	N04°11'27"W	20.20
C20	435.00	39.58	33°50'46"	N38°11'00"E	38.57
C21	27.00	2.35	0°36'32"	S15°20'00"W	2.35
C22	277.00	29.06	7°27'35"	S29°30'51"E	29.07
C23	277.00	53.05	10°56'22"	S68°42'59"E	52.97
C24	277.00	53.41	11°02'51"	S79°43'35"E	53.33
C25	277.00	25.91	5°21'31"	S87°59'46"E	25.90
C26	277.00	168.48	59°39'33"	S72°11'39"W	165.87
C27	387.00	50.42	7°27'35"	S29°30'51"E	50.39
C28	387.00	72.43	10°44'23"	N68°36'29"W	72.34
C29	387.00	74.75	11°03'53"	N79°29'12"W	74.62
C30	387.00	37.73	5°35'11"	N87°48'56"W	37.72
C31	223.00	123.80	30°49'15"	N70°18'19"W	117.65
C32	223.00	22.85	54°07'25"	N78°41'55"E	22.84
C33	223.00	135.62	34°59'39"	N73°11'12"W	133.54
C34	15.00	23.56	80°00'00"	N10°45'53"W	21.21
C35	181.00	79.57	25°11'20"	N46°49'47"E	78.59
C36	181.00	94.60	29°58'01"	N74°24'28"E	93.93
C37	181.00	174.24	55°09'21"	N61°44'52"E	165.87
C38	71.00	31.21	25°11'20"	S46°49'47"W	30.96
C39	71.00	37.13	29°58'01"	S74°24'28"W	36.71
C40	71.00	63.85	55°09'21"	S61°44'48"W	65.74
C41	235.00	43.95	10°40'30"	S84°01'59"W	43.89
C42	235.00	45.17	11°03'53"	S68°42'59"W	45.10
C43	235.00	40.05	9°45'51"	S62°46'43"W	40.00
C44	235.00	42.61	10°23'17"	S52°40'29"W	42.55
C45	235.00	48.87	11°54'58"	S41°33'01"W	48.86
C46	235.00	5.57	1°12'26"	S34°54'50"W	5.56
C47	235.00	226.22	60°09'21"	S61°44'48"W	217.57
C48	345.00	9.79	1°37'34"	S30°52'54"W	9.79
C49	345.00	70.71	11°38'48"	N41°41'05"E	70.01
C50	345.00	75.75	11°54'58"	N53°27'58"E	71.62
C51	345.00	71.21	12°42'22"	N72°23'18"E	75.55
C52	345.00	64.03	10°40'30"	N84°01'59"E	64.43
C53	345.00	151.07	25°11'20"	N46°49'47"E	150.45
C54	345.00	150.40	24°56'24"	N76°54'07"E	149.22
C55	365.00	351.37	55°09'21"	N61°44'48"E	337.96
C56	15.00	23.56	80°00'00"	S45°36'32"E	21.21
C57	15.00	23.56	80°00'00"	N44°23'28"E	21.21
C58	15.00	23.56	80°00'00"	N46°38'51"E	21.21
C59	15.00	23.56	80°00'00"	S45°36'32"E	21.21
C60	15.00	23.56	80°00'00"	N44°23'28"E	21

SURVEY TIE FROM	WELL NAME	BEARING	DISTANCE
NW CORNER	AVEY #11-9	S 31°54'06" E	1027.28'
N1/4 CORNER	FITZSIMMONS #34C-9H2	S 46°29'15" W	1500.32'
N1/4 CORNER	FITZSIMMONS #35C-9H2	S 46°19'16" W	1409.62'
N1/4 CORNER	FITZSIMMONS #36C-9H2	S 42°12'56" W	787.63'
N1/4 CORNER	FITZSIMMONS #36N-9H2	S 41°08'47" E	700.02'
N1/4 CORNER	AVEY #21-9	N 51°45'27" E	765.27'
W1/4 CORNER	AVEY #22-9	N 39°32'29" W	855.94'
C1/4 CORNER	AVEY #12-9	S 31°41'48" E	1029.08'

LEGEND

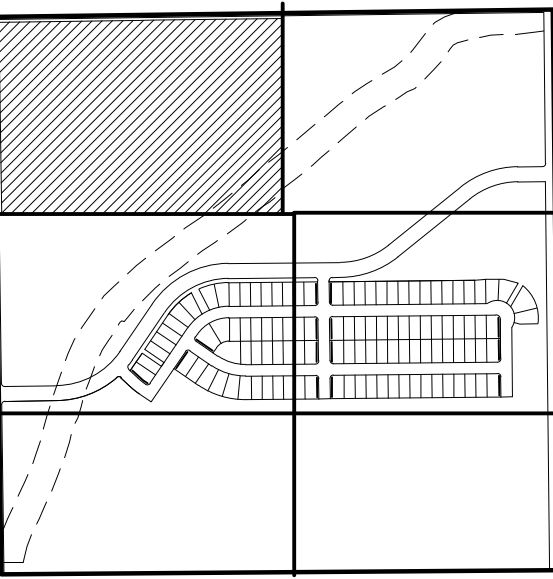
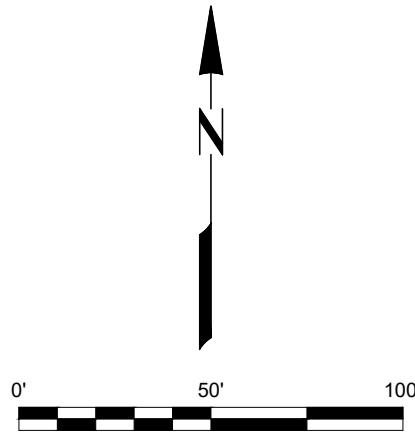
	FOUND SECTION CORNER		ADJOINDER PARCEL LINE
	CALCULATED SECTION CORNER		SECTION LINE
	WITNESS CORNER		QUARTER SECTION LINE
	PROPERTY CORNER FOUND AS NOTED		RIGHT OF WAY LINE
	POINT OF INTERSECTION	■■■■■■■■■■■■■■■	CENTERLINE RIGHT OF WAY
	PROPERTY CORNER SET #5 REBAR W/ 1" YELLOW PLASTIC CAP STAMPED "PLS 38780"		FILING BORDER KEY MAP
			FILING BORDER SHEETS
(1)	BLOCK NUMBER		PROPOSED RIGHT OF WAY LINE
27	LOT NUMBER KEY MAP		PROPOSED LOT LINE
			PROPOSED 6' GAS EASEMENT LINE
			PROPOSED 8' ELECTRIC EASEMENT LINE
			PROPOSED 8' UTILITY EASEMENT LINE
			PROPOSED 10' UTILITY EASEMENT LINE
			PROPOSED 40' UTILITY EASEMENT LINE
			PROPOSED TRAIL

LEGEND OF SYMBOLS BASED ON GIS
INFORMATION OBTAINED FROM THE COLORADO
OIL AND GAS CONSERVATION COMMISSION
(COGCC) AS OF NOVEMBER 4, 2020

*** DENOTES THE BEARING AND DISTANCE FOR THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9
 *** DENOTES THE BEARING AND DISTANCE FOR THE SOUTH LINE OF PARENT PARCEL.

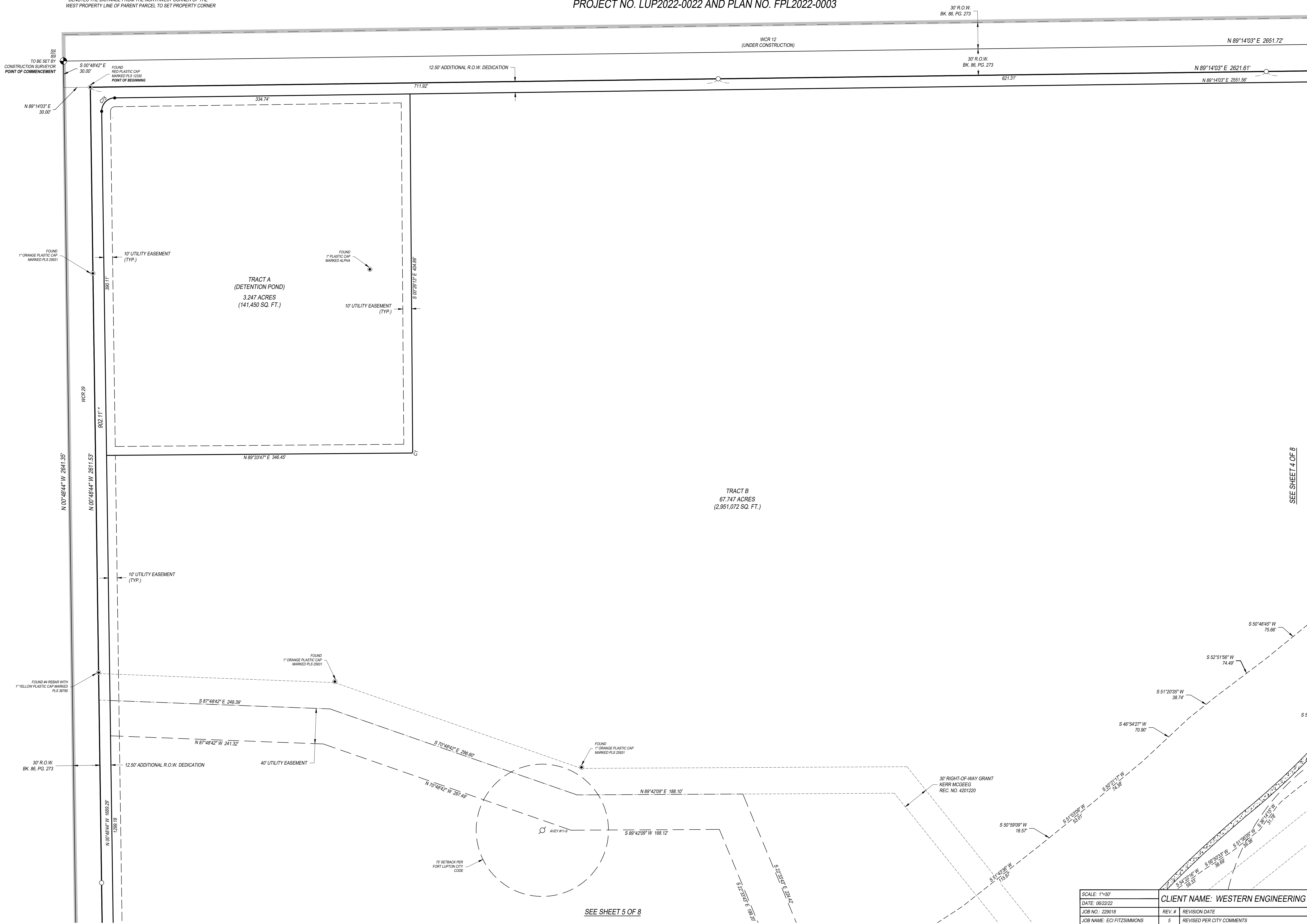
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DATE: 06/22/22			
JOB NO: 229018		REV. #	REVISION DATE
JOB NAME: ECI FITZSIMMONS		5	REVISED PER CITY COMMENTS
DRAWN: JAH	CHK: JMC	6	REVISED PER CITY COMMENTS
REV: 6	JAH 04/10/23	3	REVISED PER NEW TRACT DESIGNATION
AFE: NO		4	REVISED PER CITY COMMENTS
		 133 S. 27th Avenue Brighton, CO 80601 11713 Shoreview Overlook Austin, TX 78752 Texas FIRM 01094171	

VISTA MEADOWS P.U.D. SUBDIVISION FILING NO. 1
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003



KEY MAP
N.T.S.

* DENOTES THE DISTANCE FROM THE NORTHWEST CORNER OF THE
WEST PROPERTY LINE OF PARENT PARCEL TO SET PROPERTY CORNER



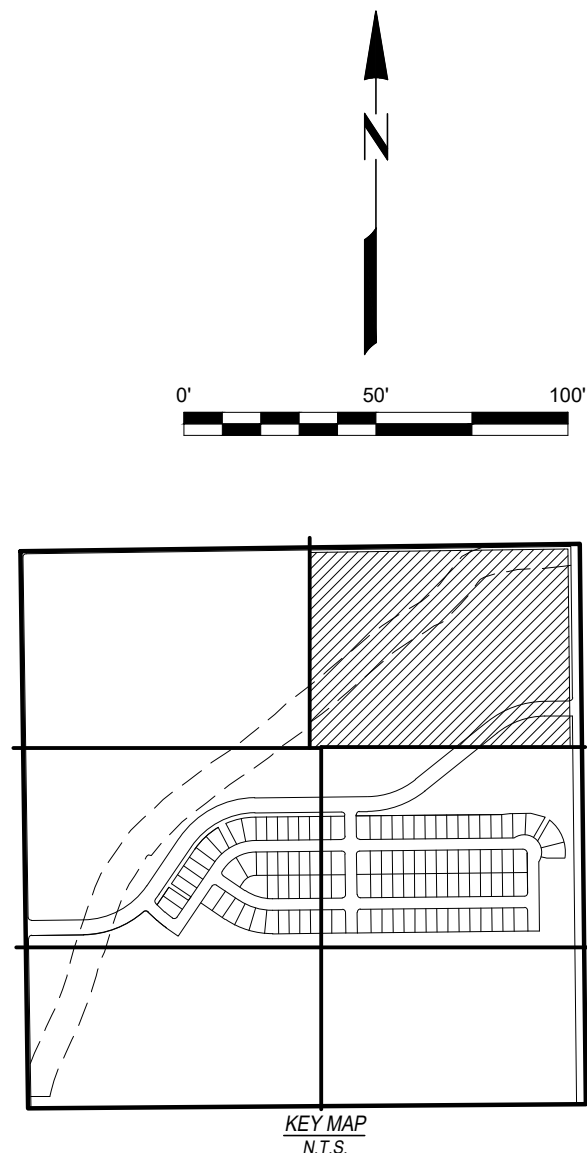
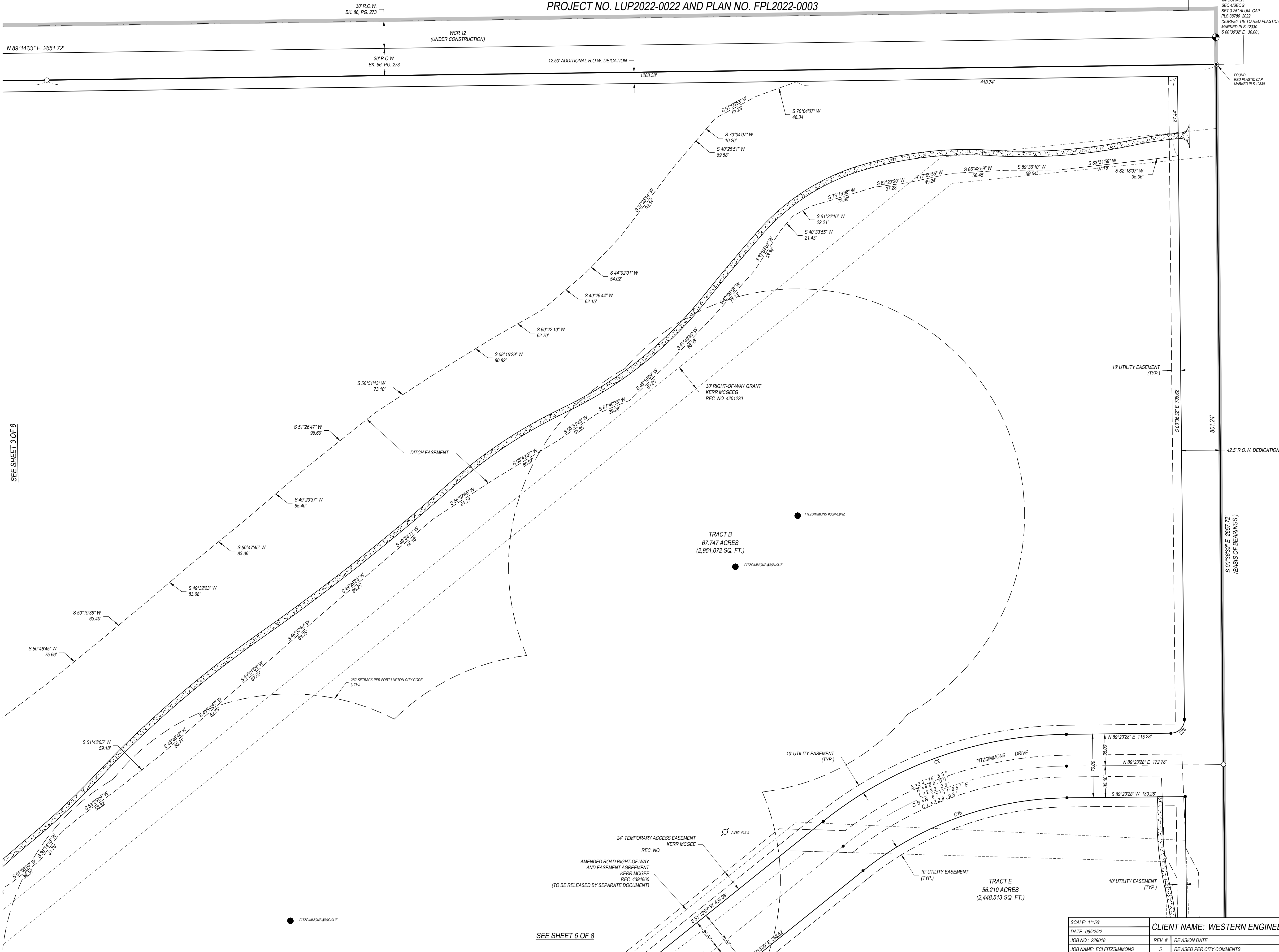
SEE SHEET 4 OF 8

SEE SHEET 5 OF 8

SCALE: 1"=50'		CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC		SHEET: 3 OF 8
DATE: 06/22/22				
JOB NO.: 228018		REV. # REVISION DATE		
JOB NAME: ECI FITZSIMMONS		5 REVISED PER CITY COMMENTS		
DRAWN: JAH CHK: JMC		6 REVISED PER CITY COMMENTS		
REV: 6 JAH 04/10/23		3 REVISED PER NEW TRACT DESIGNATION		
APP: NO:		4 REVISED PER CITY COMMENTS		

Acklam, Inc.	
133 S. 27th Avenue	
Brighton, CO 80601	
11713 Shoreview Overlook	
Austin, TX 78732	
Texas Firm#10184171	

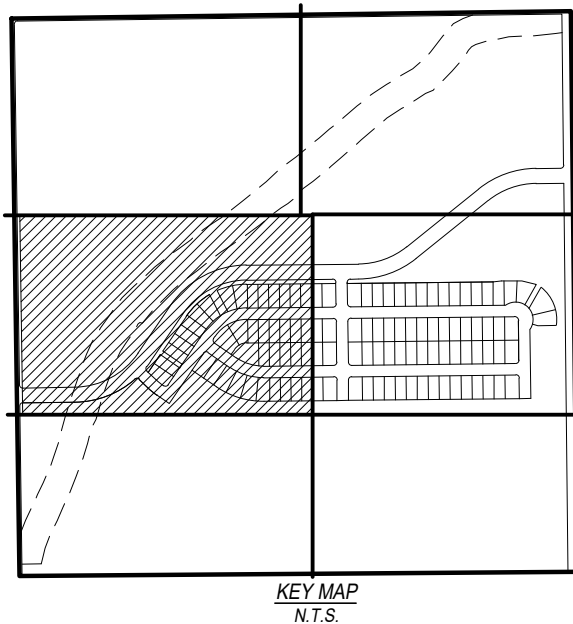
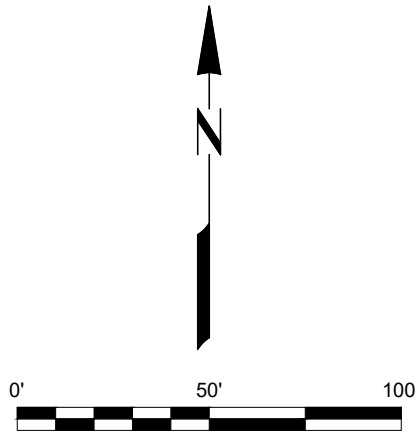
VISTA MEADOWS P.U.D. SUBDIVISION FILING NO. 1
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003



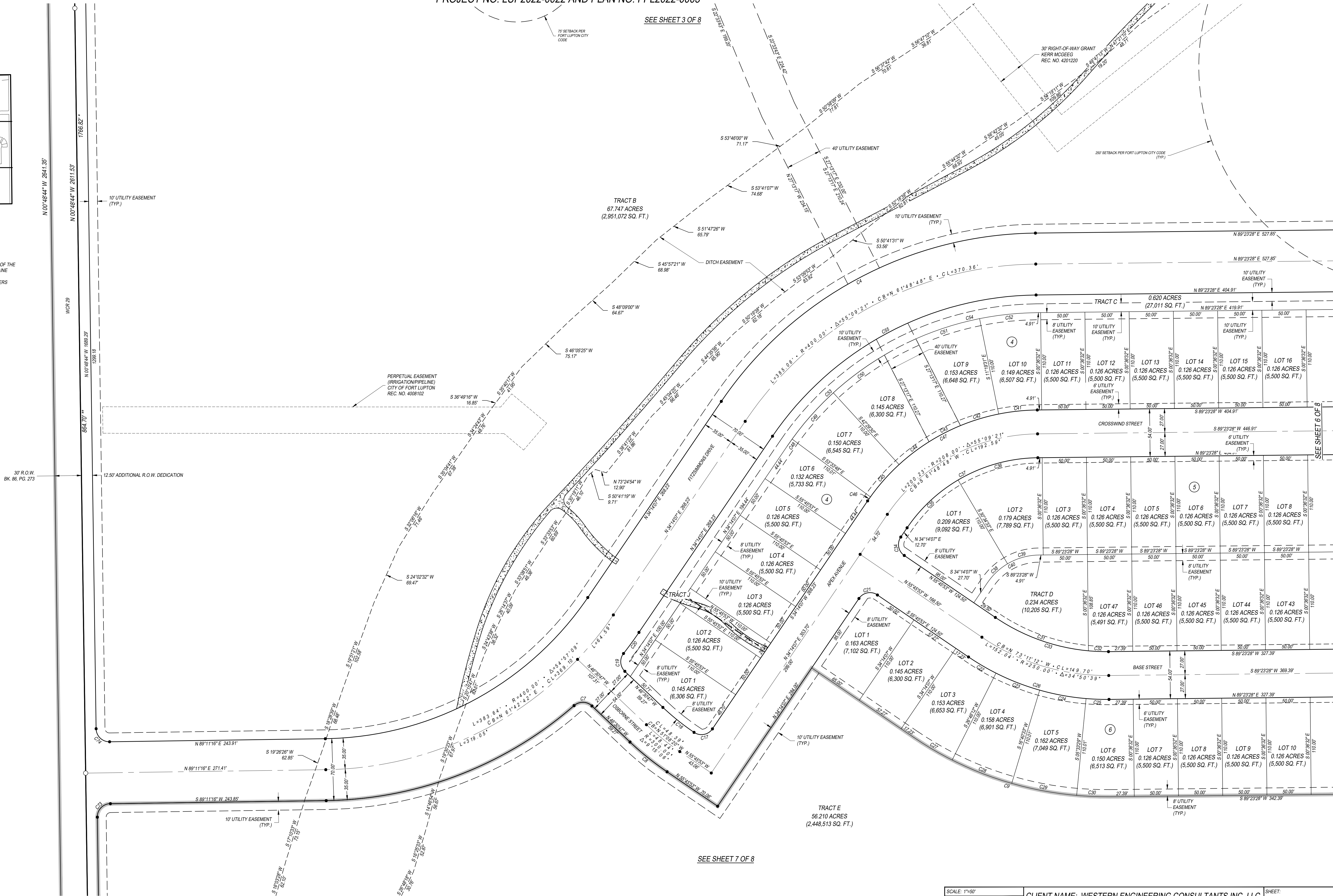
SCALE: 1"=50'		CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC		<i>Acklam, Inc.</i> 133 S. 27th Avenue Brighton, CO 80601 11713 Shoreview Overlook Austin, TX 78752 Texas Firm#10194171
DATE: 06/22/22		REV. # REVISION DATE		
JOB NO.: 228018		5 REVISED PER CITY COMMENTS		
JOB NAME: ECI FITZSIMMONS		6 REVISED PER CITY COMMENTS		
DRAWN: JAH		CHK: JMC		
REV: 6		JAH 04/10/23 3 REVISED PER NEW TRACT DESIGNATION		
APP: NO:		4 REVISED PER CITY COMMENTS		

Acklam, Inc.
133 S. 27th Avenue
Brighton, CO 80601
11713 Shoreview Overlook
Austin, TX 78732
Texas Firm#10154171

VISTA MEADOWS P.U.D. SUBDIVISION FILING NO. 1
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003



* DENOTES THE DISTANCE FROM THE NORTHWEST CORNER OF THE WEST PROPERTY LINE OF PARENT PARCEL TO THE CENTERLINE INTERSECTION OF FITZSIMMONS PARKWAY.
** DENOTES THE DISTANCE BETWEEN SET PROPERTY CORNERS



SEE SHEET 3 OF 8

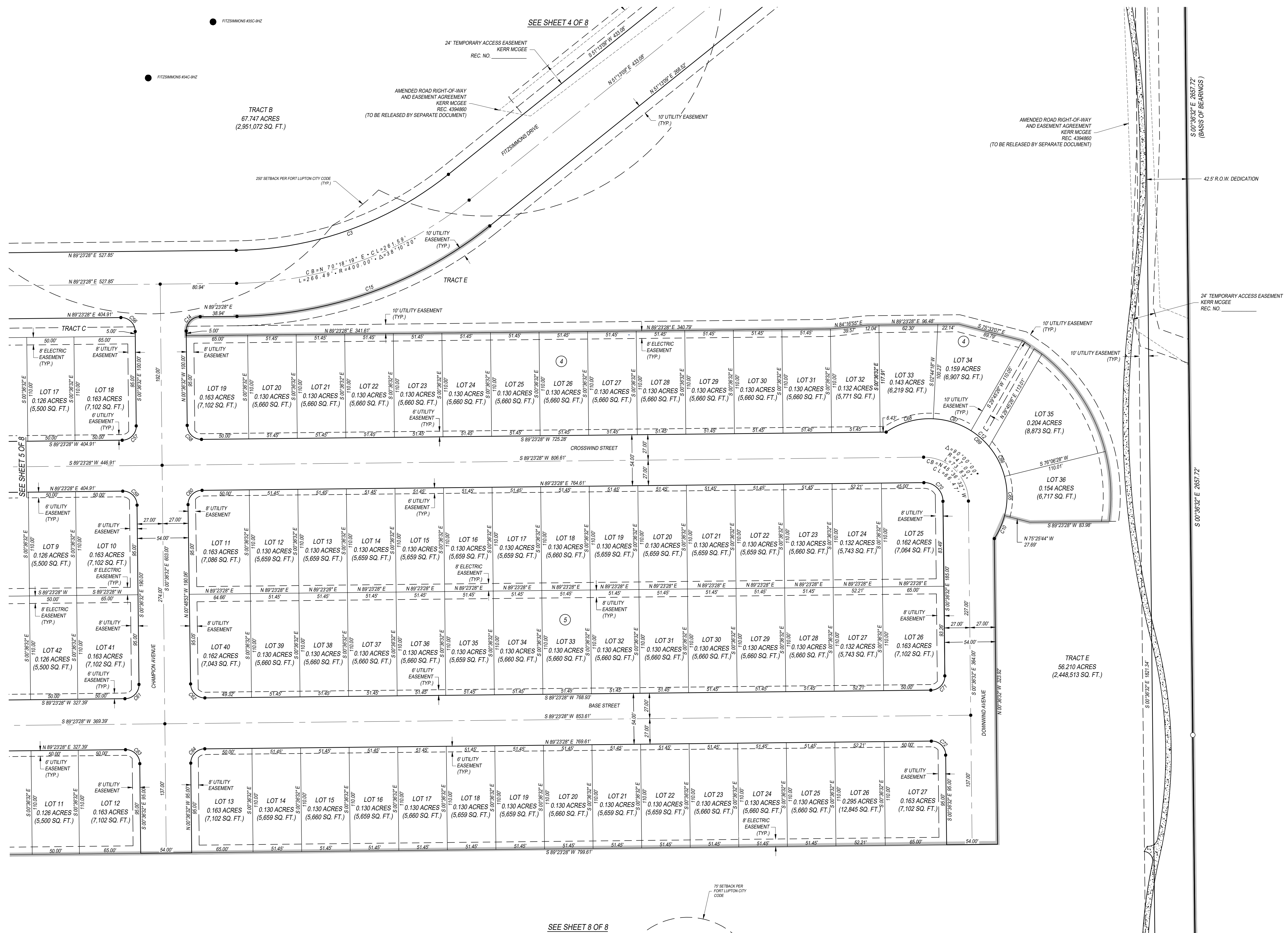
SEE SHEET 7 OF 8

SCALE: 1"=50'	CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC	SHEET:
DATE: 06/22/22	REV. #	REVISION DATE
JOB NO.: 228018	5	REVISED PER CITY COMMENTS
JOB NAME: ECI FITZSIMMONS	6	REVISED PER CITY COMMENTS
DRAWN: JAH	CHK: JMC	REVISED PER NEW TRACT DESIGNATION
REV: 6	JAH	04/10/23
APP: NO:	4	REVISED PER CITY COMMENTS

Acklam, Inc.
133 S. 27th Avenue
Brighton, CO 80601
11713 Shoreview Overlook
Austin, TX 78732
Texas Firm#10184171

5 OF 8

VISTA MEADOWS P.U.D. SUBDIVISION FILING NO. 1
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003

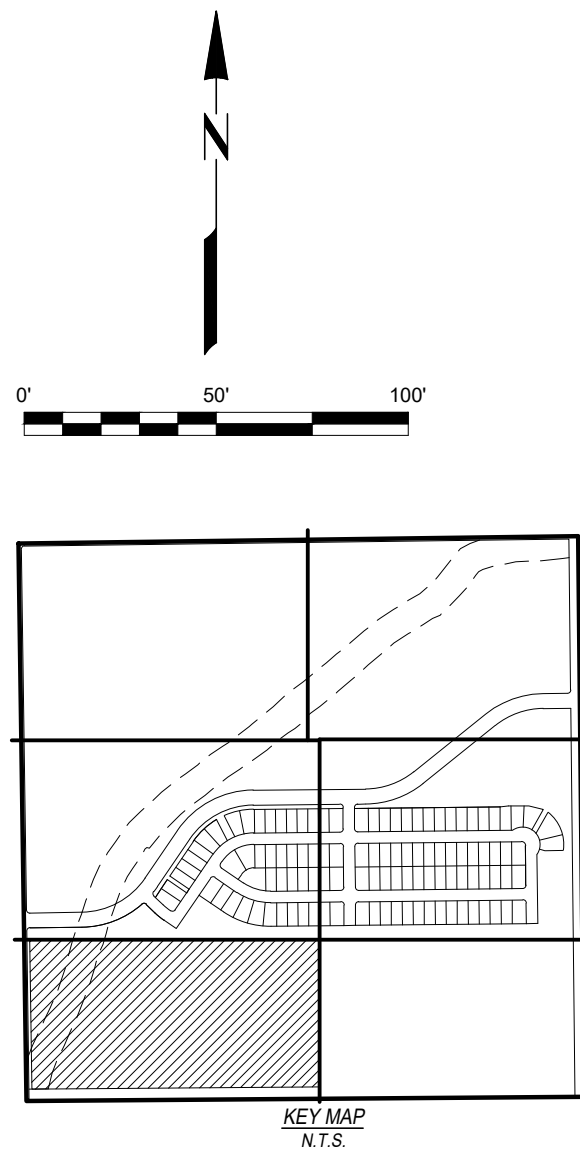


SCALE: 1"=50'	CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC	SHEET:
DATE: 06/22/22	REV. #	REVISION DATE
JOB NO.: 229018	5	REVISED PER CITY COMMENTS
JOB NAME: ECI FITZSIMMONS	6	REVISED PER CITY COMMENTS
DRAWN: JAH	CHK: JMC	REVISED PER NEW TRACT DESIGNATION
REV: 6	JAH	04/10/23
APP: NO:	4	REVISED PER CITY COMMENTS

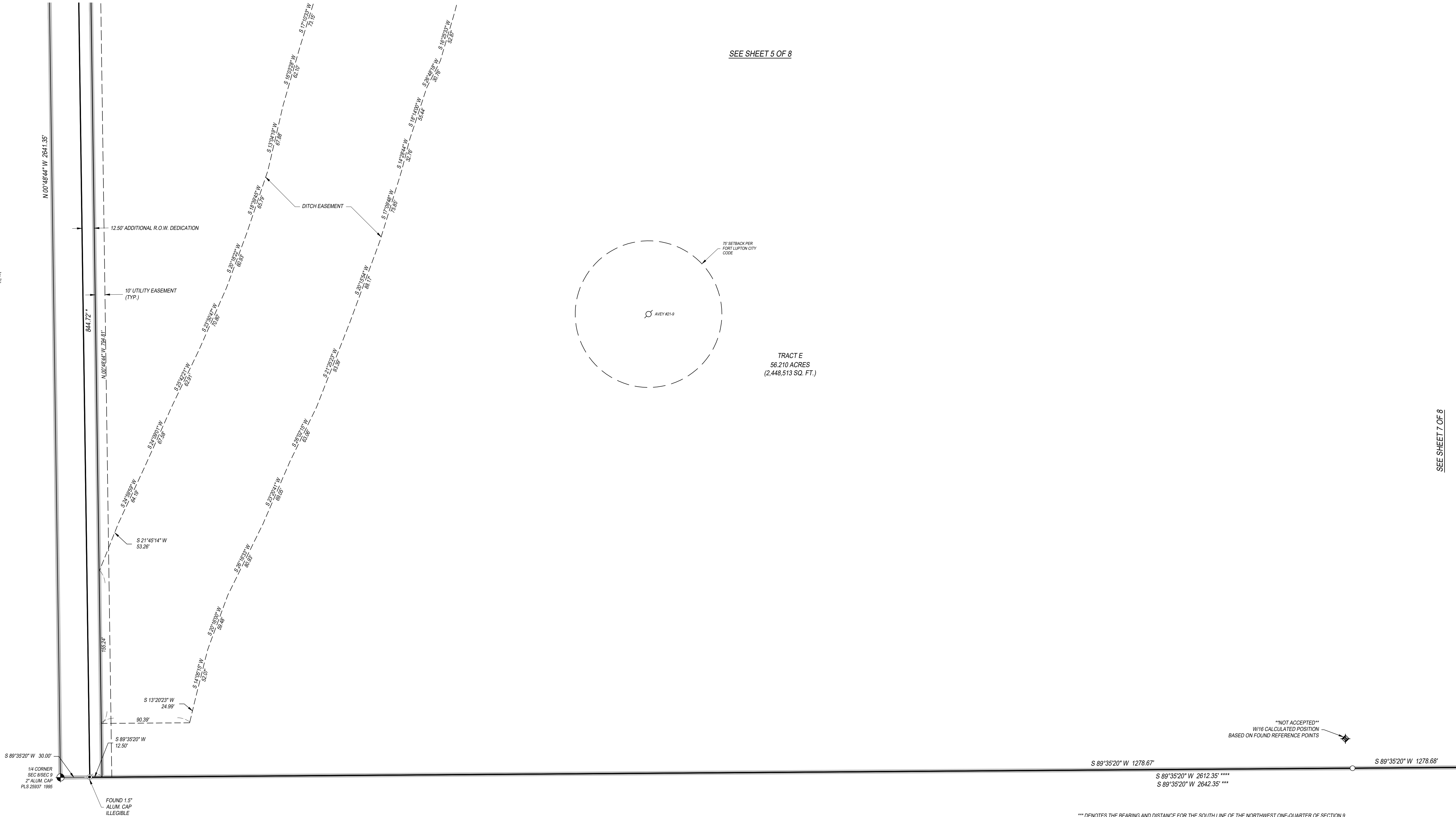
133 S. 27th Avenue
Brighton, CO 80601
11713 Shoreview Overlook
Austin, TX 78732
Texas Firm#101541171

6 OF 8

VISTA MEADOWS P.U.D. SUBDIVISION FILING NO. 1
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003



*** DENOTES THE DISTANCE FROM THE SOUTHWEST CORNER OF THE WEST PROPERTY LINE OF THE PARENT PARCEL TO THE CENTERLINE INTERSECTION OF FITZSIMMONS PARKWAY.



SEE SHEET 5 OF 8

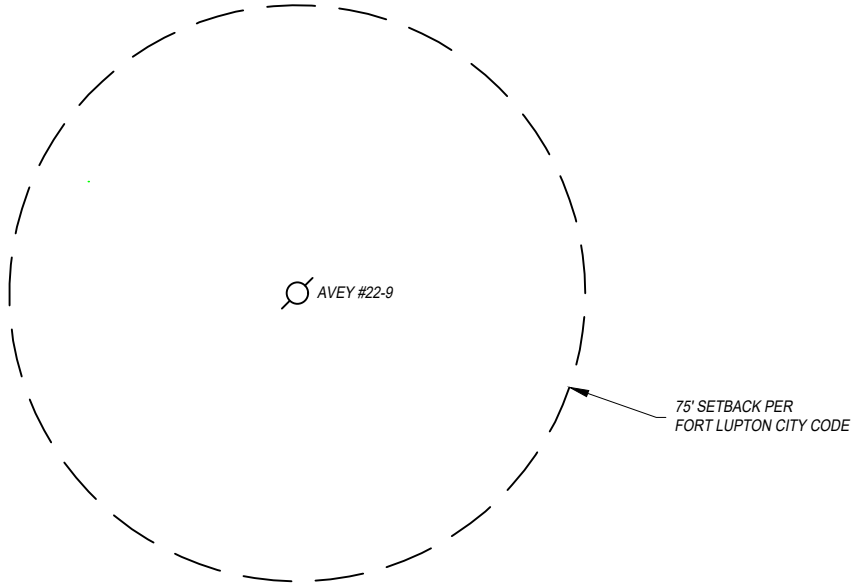
SEE SHEET 7 OF 8

*** DENOTES THE BEARING AND DISTANCE FOR THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9.
**** DENOTES THE BEARING AND DISTANCE FOR THE SOUTH LINE OF PARENT PARCEL.

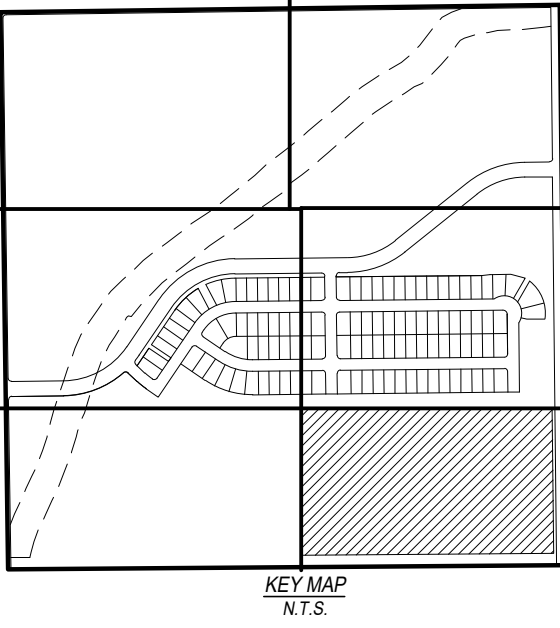
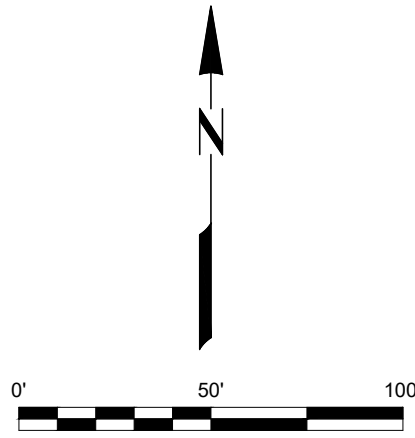
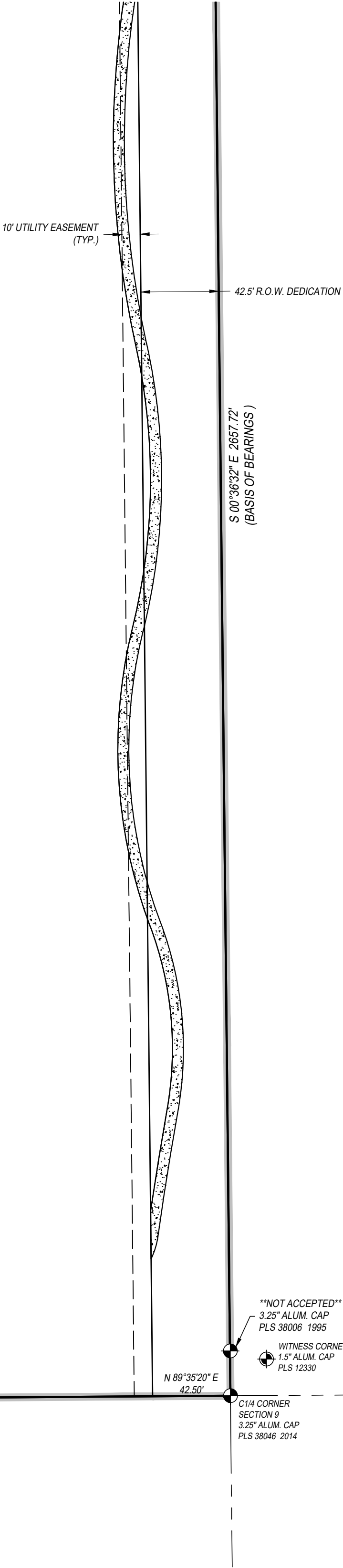
SCALE: 1"=50'		CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC				SHEET: 7 OF 8
DATE: 06/22/22						
JOB NO.: 228018		REV. #	REVISION DATE			
JOB NAME: ECI FITZSIMMONS		5	REVISED PER CITY COMMENTS			
DRAWN: JAH CHK: JMC		6	REVISED PER CITY COMMENTS			
REV: 6 JAH 04/10/23		3	REVISED PER NEW TRACT DESIGNATION			
AFE NO:		4	REVISED PER CITY COMMENTS			
		Acklam, Inc. 133 S. 27th Avenue Brighton, CO 80601 11713 Shoreview Overlook Austin, TX 78732 Texas Firm#10194171				

VISTA MEADOWS P.U.D. SUBDIVISION FILING NO. 1
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003

SEE SHEET 6 OF 8



TRACT E
56.210 ACRES
(2,448,513 SQ. FT.)



SEE SHEET 7 OF 8

*** DENOTES THE BEARING AND DISTANCE FOR THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9.
**** DENOTES THE BEARING AND DISTANCE FOR THE SOUTH LINE OF PARENT PARCEL.

SCALE: 1"=50'		CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC			<i>Acklam, Inc.</i> 133 S. 27th Avenue Brighton, CO 80601 11113 Shoresview Overlook Austin, TX 78752 Texes IFT10194171
DATE: 06/22/22		REV. #	REVISION DATE		
JOB NO.: 228018		5	REVISED PER CITY COMMENTS		
JOB NAME: ECI FITZSIMMONS		6	REVISED PER CITY COMMENTS		
DRAWN: JAH	CHK: JMC	6	REVISED PER CITY COMMENTS		
REV: 6	JAH 04/10/23	3	REVISED PER NEW TRACT DESIGNATION		
APP NO:		4	REVISED PER CITY COMMENTS		

Acklam, Inc.
133 S. 27th Avenue
Brighton, CO 80601
11713 Shoreview Overlook
Austin, TX 78732
Texas Firm#10154171

VISTA MEADOWS P.U.D. SUBDIVISION FILING NO. 2
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003

TOTAL NUMBER OF LOTS:- 56
TOTAL AREA OF LOTS:- 3.140 ACRES (136,778 SQ. FT.)

DESCRIPTION:

A PORTION OF THAT PARCEL DESCRIBED IN A WARRANTY DEED TO JOHN F. FITZSIMMONS AND CYNTHIA J. FITZSIMMONS, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3449195, SAID PARCEL IS LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 9, AS MONUMENTED BY A SET 3.25 INCH ALUMINUM CAP MARKED "PLS 38780 2022",
THENCE SOUTH 00°36'32" EAST, ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 171.95 FEET;
THENCE SOUTH 89°23'28" WEST, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 42.50 FEET, TO **POINT OF BEGINNING "A"**;
THENCE, OVER AND ACROSS SAID PARCEL OF LAND THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES;

- SOUTH 82°46'21" WEST A DISTANCE OF 207.65 FEET;
- THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 74.00 FEET, AN ARC LENGTH OF 210.17 FEET, A CENTRAL ANGLE OF 162°43'30", AND A CHORD BEARING AND DISTANCE OF SOUTH 12°09'11" WEST, 146.32 FEET;
- THENCE ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 74.00 FEET, AN ARC LENGTH OF 88.60 FEET, A CENTRAL ANGLE OF 68°36'03", AND A CHORD BEARING AND DISTANCE OF SOUTH 34°54'33" EAST, 83.40 FEET;
- SOUTH 00°36'32" EAST A DISTANCE OF 337.79 FEET;
- THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 41.20 FEET, A CENTRAL ANGLE OF 78°41'13", AND A CHORD BEARING AND DISTANCE OF SOUTH 38°44'05" WEST, 38.04 FEET;
- THENCE ALONG A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 435.00 FEET, AN ARC LENGTH OF 85.89 FEET, A CENTRAL ANGLE OF 11°18'47", AND A CHORD BEARING AND DISTANCE OF NORTH 83°44'05" EAST, 85.75 FEET;
- NORTH 89°23'28" EAST A DISTANCE OF 115.28 FEET;
- THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF NORTH 44°23'28" EAST, 21.21 FEET;
- NORTH 00°36'01" WEST A DISTANCE OF 579.29 FEET TO **POINT OF BEGINNING "A"**, CONTAINING 2.850 ACRES (124134 SQUARE FEET) OF LAND, MORE OR LESS

AND DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 9, AS MONUMENTED BY A SET 3.25 INCH ALUMINUM CAP MARKED "PLS 38780 2022",
THENCE SOUTH 00°36'32" EAST, ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 836.24 FEET;
THENCE SOUTH 89°23'28" WEST, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 42.50 FEET, TO **POINT OF BEGINNING "B"**;
THENCE, OVER AND ACROSS SAID PARCEL OF LAND THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES;

- THENCE SOUTH 89°23'28" WEST A DISTANCE OF 127.50 FEET;
- THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 365.71 FEET, AN ARC LENGTH OF 89.52 FEET, A CENTRAL ANGLE OF 14°01'32", AND A CHORD BEARING AND DISTANCE OF SOUTH 82°47'41" WEST, 89.30 FEET;
- THENCE ALONG A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 365.00 FEET, AN ARC LENGTH OF 156.43 FEET, A CENTRAL ANGLE OF 24°33'22", AND A CHORD BEARING AND DISTANCE OF SOUTH 63°29'49" WEST, 155.24 FEET;
- THENCE SOUTH 51°13'09" WEST A DISTANCE OF 268.52 FEET;
- THENCE SOUTH 51°13'09" WEST A DISTANCE OF 145.18 FEET;
- THENCE SOUTH 51°13'09" WEST A DISTANCE OF 19.38 FEET;
- THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 435.00 FEET, AN ARC LENGTH OF 289.81 FEET, A CENTRAL ANGLE OF 38°10'20", AND A CHORD BEARING AND DISTANCE OF SOUTH 70°18'19" WEST, 284.48 FEET;
- THENCE SOUTH 89°23'28" WEST A DISTANCE OF 38.94 FEET;
- THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 44°23'28" WEST, 21.21 FEET;
- THENCE SOUTH 00°36'32" EAST A DISTANCE OF 5.00 FEET;
- THENCE NORTH 89°23'28" EAST A DISTANCE OF 338.02 FEET;
- THENCE NORTH 89°23'28" EAST A DISTANCE OF 344.38 FEET;
- THENCE NORTH 84°16'55" EAST A DISTANCE OF 39.57 FEET;
- THENCE NORTH 89°23'28" EAST A DISTANCE OF 96.48 FEET;
- THENCE SOUTH 75°33'07" EAST A DISTANCE OF 69.79 FEET;
- THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 192.00 FEET, AN ARC LENGTH OF 225.03 FEET, A CENTRAL ANGLE OF 67°09'12", AND A CHORD BEARING AND DISTANCE OF SOUTH 25°34'55" EAST, 212.37 FEET;
- THENCE NORTH 89°23'28" EAST A DISTANCE OF 43.76 FEET;
- THENCE NORTH 00°36'32" WEST A DISTANCE OF 665.85 FEET TO **POINT OF BEGINNING "B"**, CONTAINING 6.208 ACRES (270403 SQUARE FEET) OF LAND, MORE OR LESS.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT I/WE _____, BEING THE SOLE OWNER(S) OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE LAID OUT AND PLATTED UNDER THE NAME OF _____ AND DO HEREBY DEDICATE TO THE CITY OF FORT LUPTON AND ITS LICENSEES FOR PUBLIC USE FOREVER ALL STREETS, ALLEYS AND UTILITY EASEMENTS AS INDICATED HEREON, IN COMPLIANCE WITH THE CITY OF FORT LUPTON SUBDIVISION REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNER(S) SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 20____.

STATE OF COLORADO,)
) SS
COUNTY OF WELD)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ ON THIS _____ DAY OF _____, 20____, WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

OWNER'S APPROVAL

KNOW ALL MEN BY THESE PRESENTS, THAT I/WE _____ BEING THE SOLE OWNER(S) OF THE LAND DESCRIBED HEREIN, AND _____ ARE ALL OF THE MORTGAGEES AND HOLDERS OF LIENS UPON THE PROPERTY, AND EACH AND ALL HEREBY CONSENT TO THIS PLAT AND JOIN THE CONVEYANCE AND DEDICATION OF ALL STREETS, ROADS, ALLEYS, EASEMENTS, PUBLIC WAYS AND PLACES SHOWN HEREON.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 20____.

STATE OF COLORADO,)
) SS
COUNTY OF WELD)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ ON THIS _____ DAY OF _____, 20____, WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, JONAS M. COLLIER, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF _____ WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THIS PLAT HAS BEEN PREPARED IN COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO AT THE TIME OF THIS SURVEY AND WITHIN MY CONTROL, AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

L.S. COLORADO REG. NO. 38780

SURVEYOR'S IMPROVEMENT CERTIFICATE

I HEREBY CERTIFY THAT, ON THE DATE SHOWN, A FIELD SURVEY WAS CONDUCTED UNDER MY SUPERVISION OF THE ABOVE-DESCRIBED PROPERTY, AND THAT ALL BUILDING IMPROVEMENTS, EASEMENTS AND RIGHTS-OF-WAY IN EVIDENCE OR KNOWN TO ME ARE CORRECTLY SHOWN ON THE ABOVE PLAT. I FURTHER CERTIFY THAT THERE ARE NO ENCROACHMENTS BY AND/OR ON THIS PROPERTY, UNLESS OTHERWISE NOTED.

L.S. COLORADO REG. NO. 38780

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____.

CITY ENGINEER

PLANNING COMMISSION RECOMMENDATION

RECOMMENDED THIS _____ DAY OF _____, 20____, BY RESOLUTION NO. _____.

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT A PLAT OF THE ABOVE-DESCRIBED PROPERTY WAS APPROVED BY _____ NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE _____ DAY OF _____, A.D., 20____, AND THAT THE MAYOR OF THE CITY OF FORT LUPTON, AS AUTHORIZED BY SAID _____ ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR

ATTEST:

CITY CLERK
(SEAL)

CITY ADMINISTRATOR'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____.

CITY ADMINISTRATOR

CITY WATER AND SEWER DEPARTMENT APPROVAL

APPROVED THIS _____ DAY OF _____, 20____.

DIRECTOR OF PUBLIC WORKS

UTILITY MAINTENANCE STATEMENT

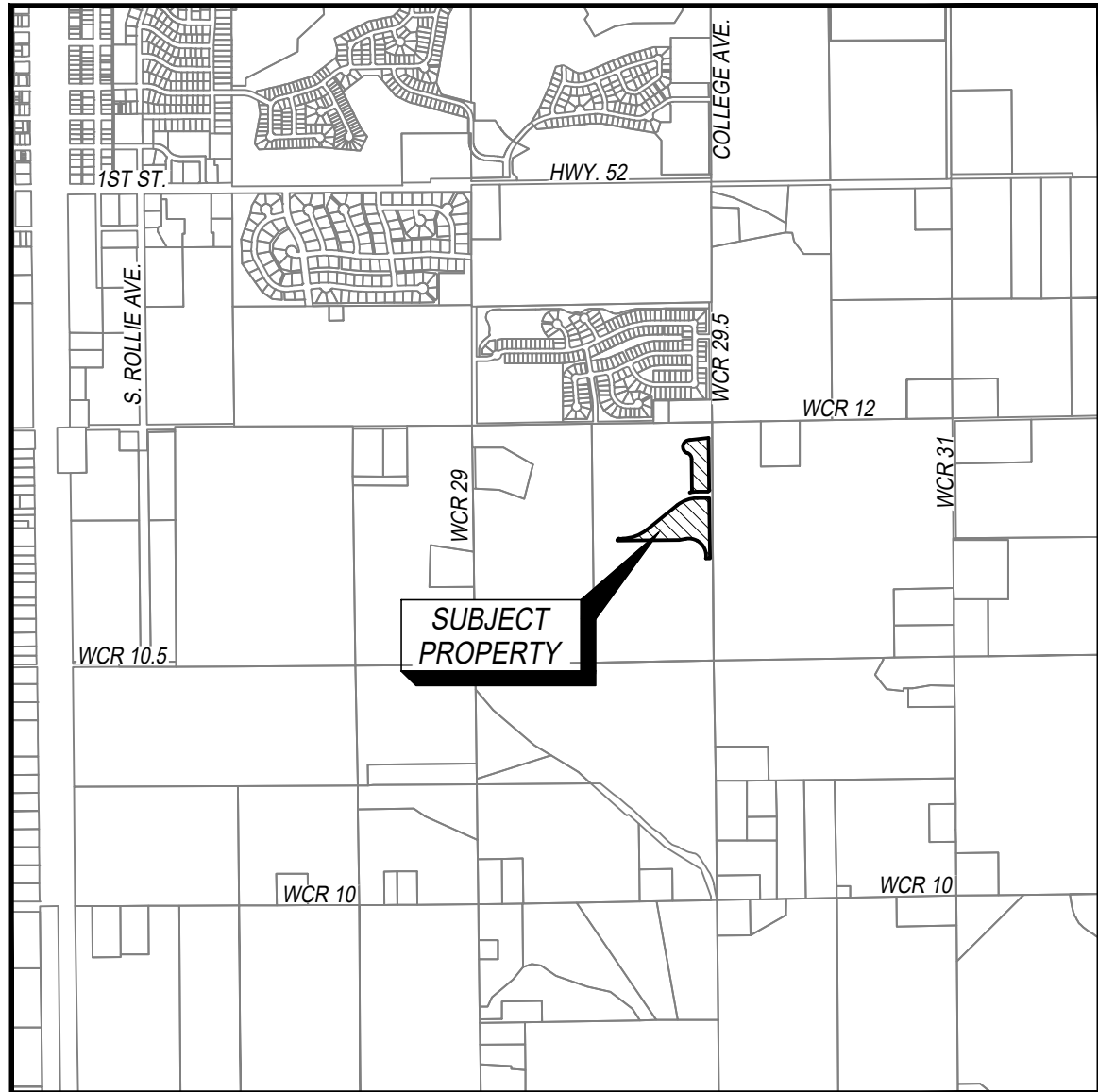
ALL PUBLIC WATER, STORM SEWER AND SANITARY SEWER MAINS AND APPURTENANCES LOCATED IN PUBLIC ROW SHALL BE MAINTAINED BY THE CITY OF FORT LUPTON PUBLIC WORKS DEPARTMENT. ALL PUBLIC WATER, STORM SEWER, SANITARY SEWER MAINS AND APPURTENANCES UNDER PRIVATE DRIVES ARE LOCATED IN UTILITY EASEMENTS. CITY IS RESPONSIBLE 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. UNLESS SPECIFICALLY MODIFIED BY A PUD PLAN, ALL PROVISIONS OF THE CITY'S CODE AND ADOPTED STANDARDS AND SPECIFICATIONS SHALL APPLY WITHIN THE PUD DISTRICT.

PUBLIC SERVICE COMPANY OF COLORADO (PSCO) STATEMENT

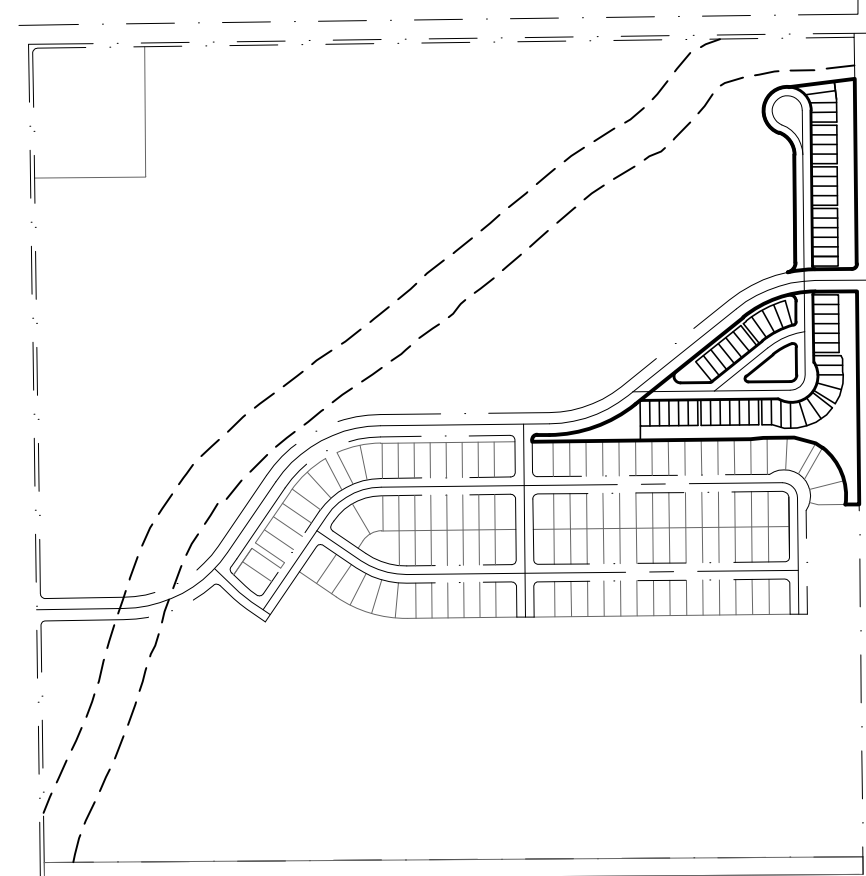
PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION, PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANTS PSCO AN EASEMENT ON ITS STANDARD FORM.

SURVEY NOTES:

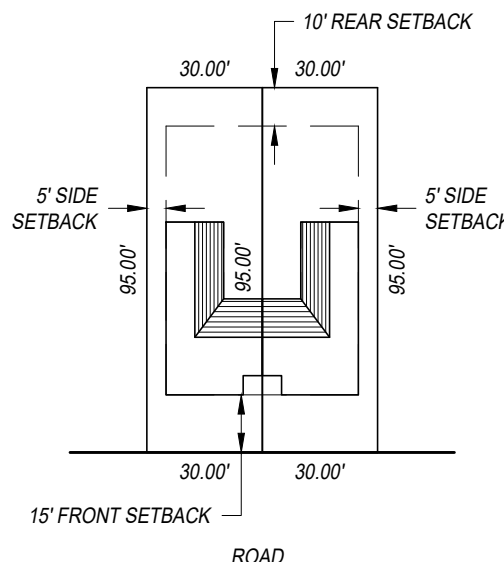
- DATE(S) OF FIELD SURVEY: 04/20/2022 - 04/29/2022
- THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED.
- NOTICE: ACCORDING TO COLORADO LAW YOU 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 POLICY NUMBER **PIB25191255.6132247**, PREPARED BY **LAND TITLE GUARANTY COMPANY** AND UNDERWRITTEN BY **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**, DATED **AUGUST 06, 2021** AND ON THE TITLE COMMITMENT POLICY NUMBER **ABJ25194963**, PREPARED BY **LAND TITLE GUARANTY COMPANY** AND UNDERWRITTEN BY **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**, DATED **DECEMBER 12, 2021**.
- CONFLICTING EVIDENCE WAS FOUND AT THE CENTER ONE-QUARTER CORNER AND CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 9. THESE MONUMENTS WERE NOT HELD.
- THE MONUMENT HELD FOR THE CENTER ONE-QUARTER CORNER, BEING A FOUND 3.25 INCH ALUMINUM CAP MARKED "PLS 38046 2014", IS UNDERSTOOD TO BE THE SAME LOCATION AS THAT MONUMENT SET BY CECIL CROWE (PLS 12330) IN 1981, UPGRADED PER STATE STATUTE. THE RECORD FOR THE CONFLICTING MONUMENT FOR SAID CENTER ONE-QUARTER CORNER CONTAINS AMBIGUOUS INFORMATION AND STATES THIS MONUMENT WAS SET AT THE WRONG LOCATION IN 1995, AND SUBSEQUENTLY MOVED IN 1997, BY THE SAME COMPANY. NO MONUMENT RECORD WAS FOUND FOR PLACEMENT IN REFERENCE TO THE 1995 LOCATION.
- THE CENTER-WEST ONE-SIXTEENTH CORNER WAS NOT FOUND OR SET. THE TWO FOUND REFERENCE POINTS FOR THE CENTER-WEST ONE-SIXTEENTH CORNER WERE NOT HELD (SEE NOTE 6 ABOVE) TO LOCATE THIS POINT.
- LOCATIONS OF UTILITIES AND FOREIGN PIPELINES AS SHOWN HEREON WERE DETERMINED FROM VISIBLE SURFACE EVIDENCE AND LOCATE MARKINGS IF ANY. THESE LOCATIONS, IF SHOWN, MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHERS PRIOR TO ANY GRADING OR EXCAVATION.
- DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GROUND. THE COMBINED FACTOR USED TO OBTAIN GRID DISTANCES IS 0.999723784.
- 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 EAST LINE OF THE NORTHWEST ONE-QUARTER, SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE NORTH BY THE NORTH ONE QUARTER CORNER OF SAID SECTION 9, BEING A 3.25 INCH ALUMINUM CAP MARKED PLS 38780 2022, AND ON THE SOUTH BY THE CENTER ONE-QUARTER CORNER OF SAID SECTION 9, BEING A 3.25 INCH ALUMINUM CAP MARKED PLS 38046 2014 AND BEARS SOUTH 00°36'32" EAST.
- ALL REFERENCES MADE HEREON TO BOOK & PAGE, RECEPTION NUMBERS, PLATS, OR MAPS ARE PUBLIC DOCUMENTS FILED FOR RECORD IN WELD COUNTY, CLERK AND RECORDER.



VICINITY MAP
1"=200'



KEY MAP
N.T.S.

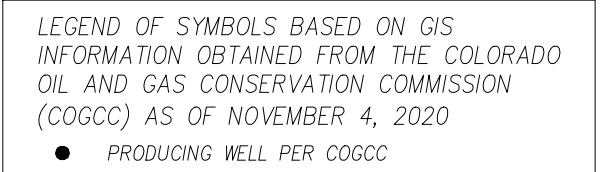


TYPICAL MULTI-FAMILY DWELLING LOT SETBACK DETAIL
SCALE: 1"=50'

TRACT OWNERSHIP TABLE			
TRACT	OWNER	MAINTENANCE	USE
E	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
F	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
G	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
H	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
I	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE

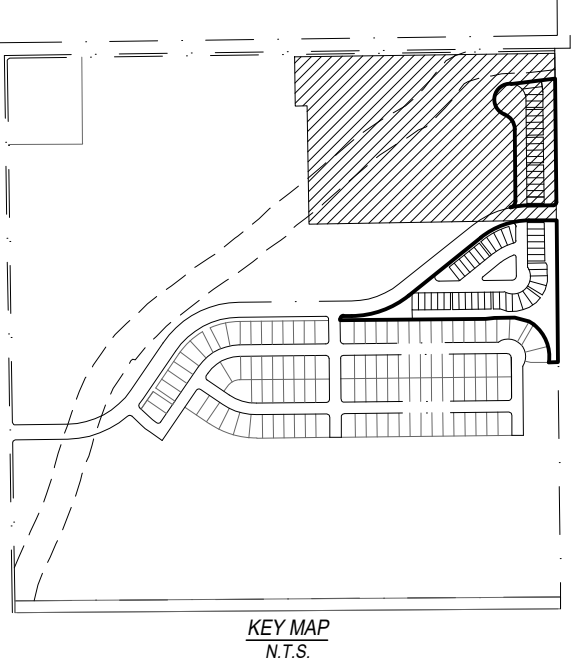
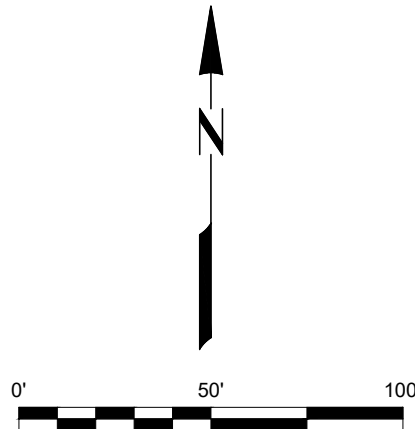
SCALE: N/A DATE: 07/01/22 JOB NO.: 228018 JOB NAME: ECI FITZSIMMONS DRAWN: JAH REV: 5 APP: NO	CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC 133 S. 27th Avenue Brighton, CO 80601 11713 Shoreview Overlook Austin, TX 78732 Texas Firm#10184171	SHEET: 1 OF 4
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PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003

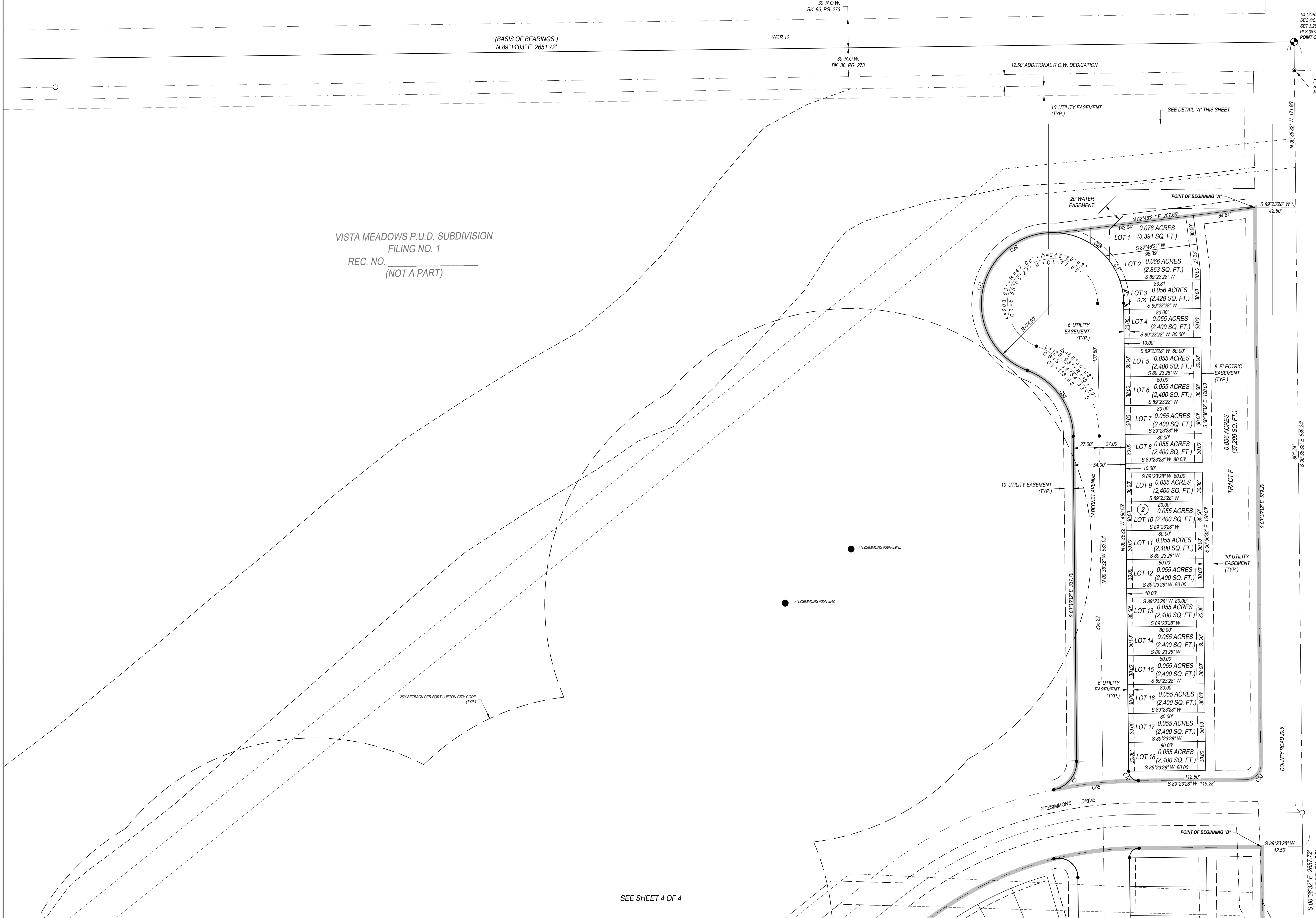
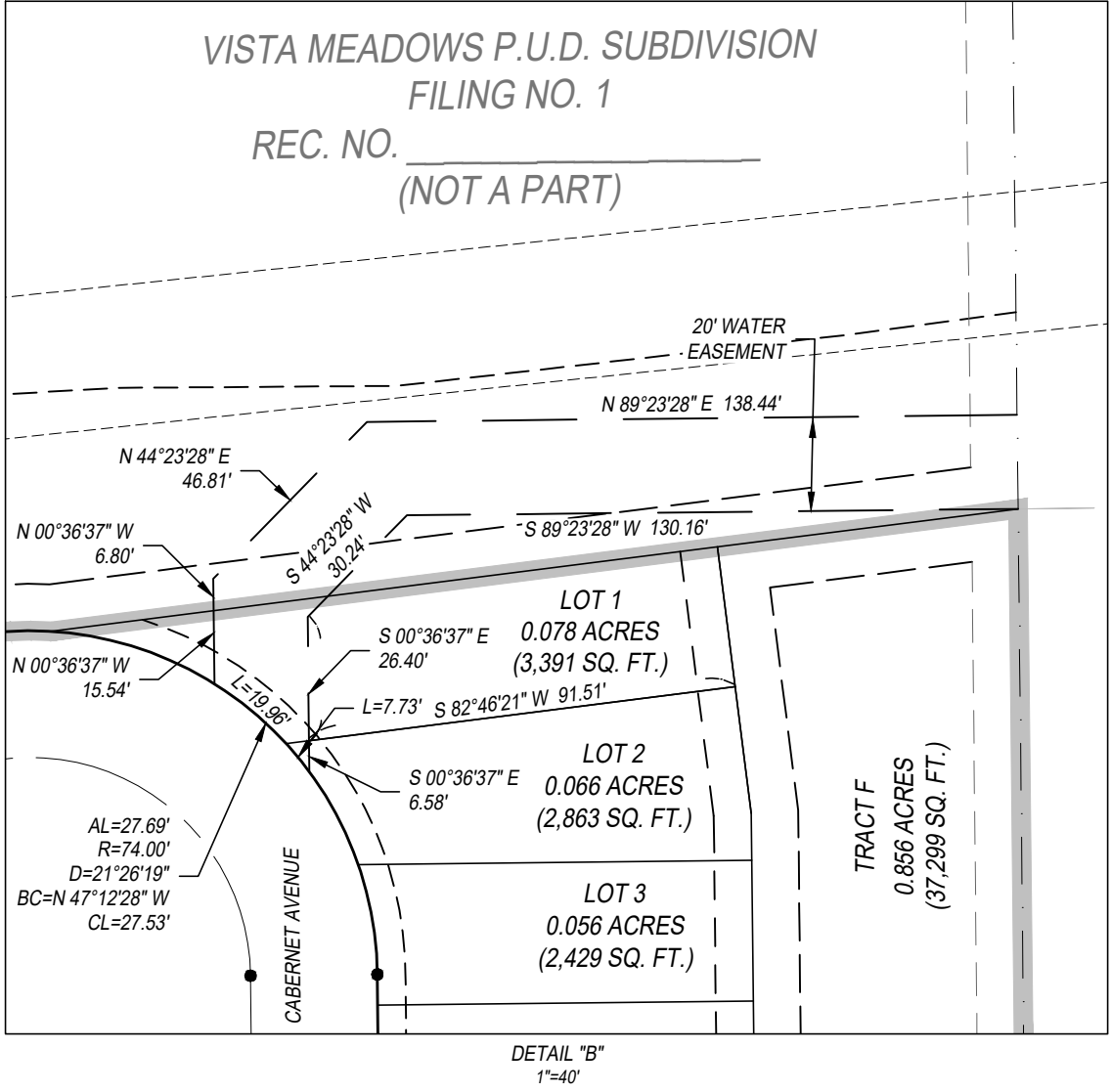


SCALE: 1"=150'		CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC		SHEET:	
DATE: 07/01/22		JOB NO: 229018		REV. # REVISION DATE	
JOB NAME: EGI FITZSIMMONS		1		Acklam, Inc.	
DRAWN: JAH CHK: JMC		2		133 S. 27th Avenue	
REV: 5 JAH 04/10/23		3		Brighton, CO 80601	
AF#:		4		11713 Shoreview Overlook	
		5		Austin, TX 78732	
				Texas Firm#10194171	

VISTA MEADOWS P.U.D. SUBDIVISION FILING NO. 2
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003



VISTA MEADOWS P.U.D. SUBDIVISION
FILING NO. 1
REC. NO. _____
(NOT A PART)



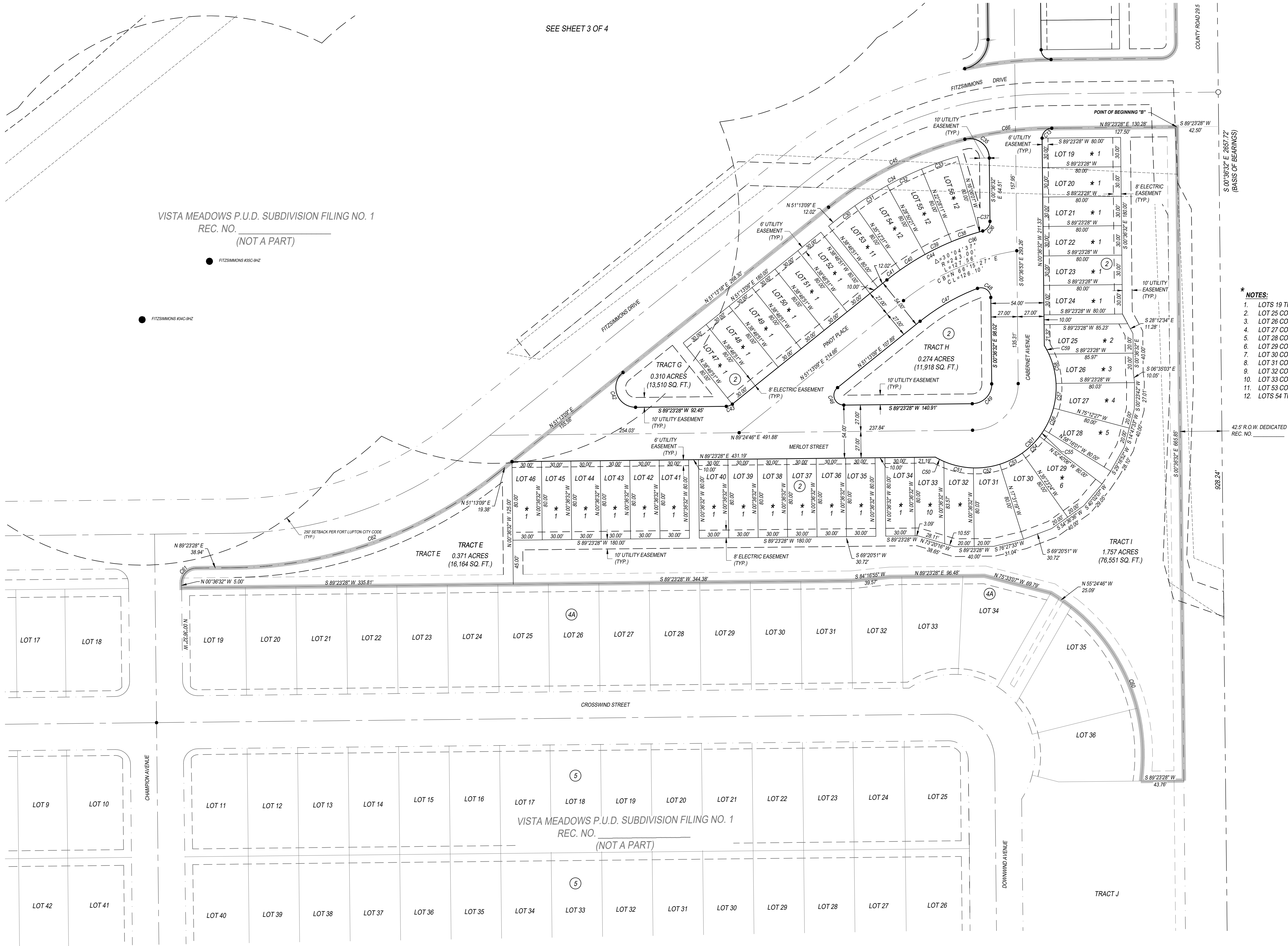
SEE SHEET 4 OF 4

SCALE: 1"=50'	CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC	SHEET:
DATE: 07/01/22	REV. #	REVISION DATE
JOB NO.: 228018	1	REVISE PER CITY COMMENTS
JOB NAME: ECI FITZSIMMONS	2	REVISE PER CITY COMMENTS
DRAWN: JAH	3	REVISE PER CITY COMMENTS
REV: 5	4	REVISE PER CITY COMMENTS
A/E: NO	5	REVISE PER CITY COMMENTS

133 S. 27th Avenue
Brighton, CO 80601
11713 Shoreview Overlook
Austin, TX 78732
Texas Firm#101541171

Acklam, Inc.
3 OF 4

VISTA MEADOWS P.U.D. SUBDIVISION FILING NO. 2
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003



- * NOTES:
1. LOTS 19 THROUGH 24 & 34 THROUGH 52 CONTAIN 0.055 ACRES (2,400 SQ. FT.)
 2. LOT 25 CONTAINS 0.061 ACRES (2,667 SQ. FT.)
 3. LOT 26 CONTAINS 0.056 ACRES (2,450 SQ. FT.)
 4. LOT 27 CONTAINS 0.067 ACRES (2,899 SQ. FT.)
 5. LOT 28 CONTAINS 0.067 ACRES (2,900 SQ. FT.)
 6. LOT 29 CONTAINS 0.068 ACRES (2,957 SQ. FT.)
 7. LOT 30 CONTAINS 0.070 ACRES (3,056 SQ. FT.)
 8. LOT 31 CONTAINS 0.072 ACRES (3,132 SQ. FT.)
 9. LOT 32 CONTAINS 0.056 ACRES (2,458 SQ. FT.)
 10. LOT 33 CONTAINS 0.057 ACRES (2,492 SQ. FT.)
 11. LOT 53 CONTAINS 0.058 ACRES (2,508 SQ. FT.)
 12. LOTS 54 THROUGH 56 CONTAIN 0.063 ACRES (2,757 SQ. FT.)

SCALE: 1"=50'	CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC	SHEET:
DATE: 07/01/22	REV. #	REVISION DATE
JOB NO.: 228018	1	REVISION PER CITY COMMENTS
JOB NAME: ECI FITZSIMMONS	2	REVISION PER CITY COMMENTS
DRAWN: JAH	3	REVISION PER CITY COMMENTS
REV: 5	4	REVISION PER CITY COMMENTS
AFE NO:	5	REVISION PER CITY COMMENTS

133 S. 27th Avenue
Brighton, CO 80601

11713 Shoreview Overlook
Austin, TX 78732
Texas Firm#101541171

Acklam, Inc.
4 OF 4

TOTAL NUMBER OF LOTS:- 113
TOTAL AREA OF LOTS:- 15.120 ACRES (658,644 SQ. FT.)

A PORTION OF THAT PARCEL DESCRIBED IN A WARRANTY DEED TO JOHN F. FITZSIMMONS AND CYNTHIA J. FITZSIMMONS, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3449195, SAID PARCEL IS LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

1. SOUTH 55°45'53" EAST A DISTANCE OF 164.00 FEET;
2. NORTH 34°14'07" EAST A DISTANCE OF 31.00 FEET;
3. THENCE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF NORTH 79°14'07" EAST, 21.21 FEET;
4. SOUTH 55°45'53" EAST A DISTANCE OF 124.50 FEET;
5. THENCE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 825.11 FEET, AN ARC LENGTH OF 9.05 FEET, A CENTRAL ANGLE OF 0°03'42", AND A CHORD BEARING AND DISTANCE OF SOUTH 56°04'27" EAST, 9.05 FEET;
6. SOUTH 33°33'00" WEST A DISTANCE OF 110.00 FEET;
7. SOUTH 56°22'45" EAST A DISTANCE OF 174.65 FEET;
8. NORTH 22°23'02" EAST A DISTANCE OF 111.30 FEET;
9. THENCE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 14.88 FEET, AN ARC LENGTH OF 22.96 FEET, A CENTRAL ANGLE OF 88°25'01", AND A CHORD BEARING AND DISTANCE OF NORTH 21°49'28" WEST, 20.75 FEET;
10. THENCE, ALONG A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 850.00 FEET, AN ARC LENGTH OF 371.35 FEET, A CENTRAL ANGLE OF 25°01'54", AND A CHORD BEARING AND DISTANCE OF SOUTH 78°05'35" EAST, 368.40 FEET;
11. NORTH 89°23'28" EAST A DISTANCE OF 1181.00 FEET;
12. THENCE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 45°36'32" EAST, 21.21 FEET;
13. SOUTH 00°36'32" EAST A DISTANCE OF 145.72 FEET;
14. NORTH 89°23'28" EAST A DISTANCE OF 219.50 FEET;
15. NORTH 00°36'32" EAST A DISTANCE OF 964.60 FEET;
16. SOUTH 89°23'28" WEST A DISTANCE OF 43.76 FEET;
17. SOUTH 89°23'28" WEST A DISTANCE OF 83.98 FEET;
18. NORTH 75°25'44" WEST A DISTANCE OF 27.69 FEET;
19. THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 82.00 FEET, AN ARC LENGTH OF 26.72 FEET, A CENTRAL ANGLE OF 18°40'22", AND A CHORD BEARING AND DISTANCE OF SOUTH 23°54'27" WEST, 26.61 FEET;
20. SOUTH 00°36'32" EAST A DISTANCE OF 322.64 FEET;
21. SOUTH 89°19'58" WEST A DISTANCE OF 1250.00 FEET;
22. THENCE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 385.74 FEET, AN ARC LENGTH OF 235.38 FEET, A CENTRAL ANGLE OF 34°57'41", AND A CHORD BEARING AND DISTANCE OF NORTH 73°11'12" WEST, 231.74 FEET;
23. NORTH 55°45'53" WEST A DISTANCE OF 139.50 FEET;
24. SOUTH 34°14'07" WEST A DISTANCE OF 189.00 FEET;
25. NORTH 55°45'53" WEST A DISTANCE OF 70.06 FEET;
26. THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.92 FEET, AN ARC LENGTH OF 29.82 FEET, A CENTRAL ANGLE OF 107°19'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 04°31'58" EAST, 25.65 FEET;
27. NORTH 55°45'53" WEST A DISTANCE OF 110.00 FEET;
28. SOUTH 34°14'07" WEST A DISTANCE OF 300.00 FEET, TO THE **POINT OF BEGINNING**

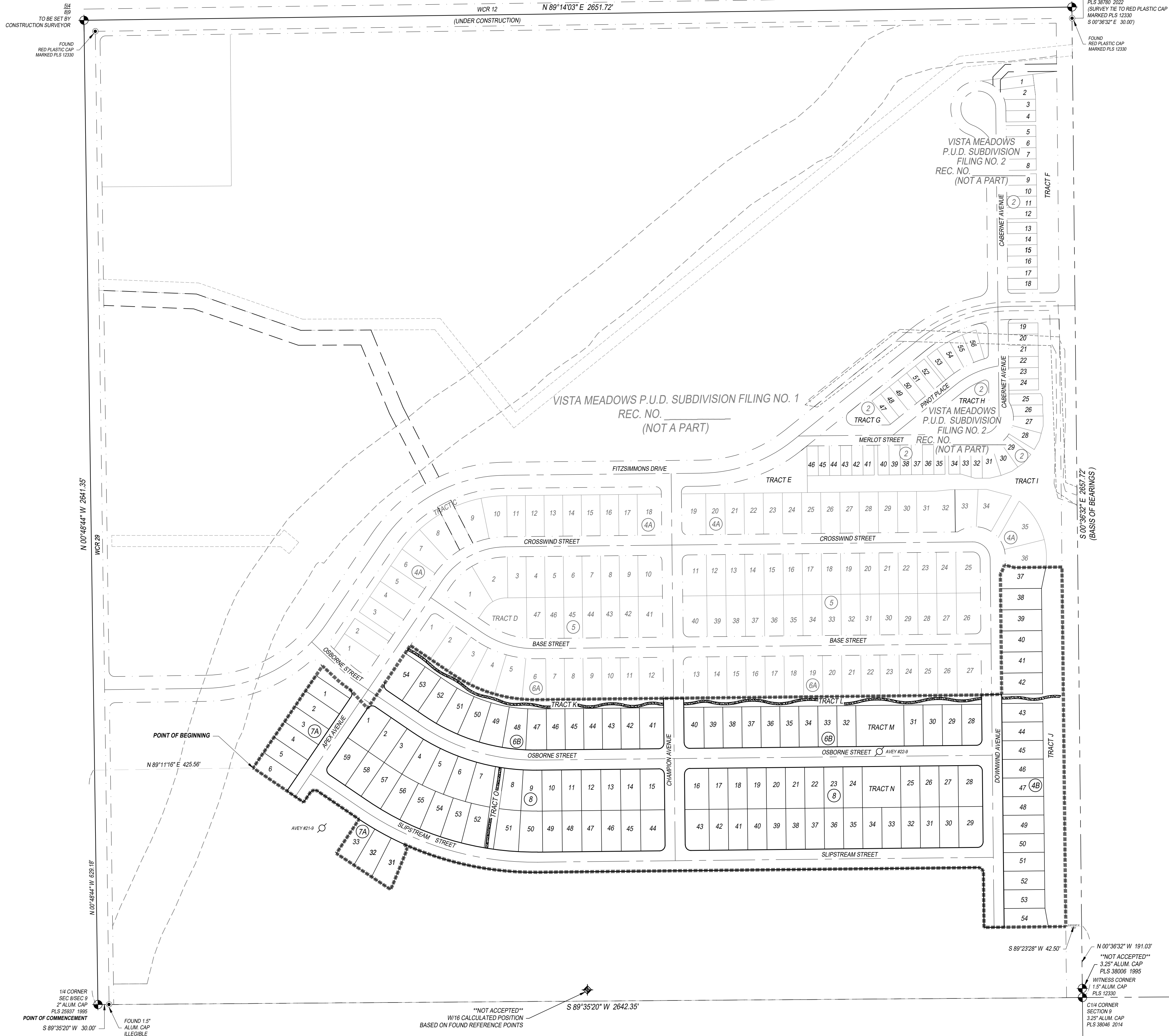
NOTARY PUBLIC

PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.

TRACT OWNERSHIP TABLE			
TRACT	OWNER	MAINTENANCE	USE
J	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
K	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
L	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
M	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
N	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
O	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE

SCALE: N/A		CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC		SHEET: 1 OF 4	
DATE: 07/08/22					
JOB NO.: 220018		REV. #	REVISION DATE	 133 S. 27th Avenue Brighton, CO 80601 11715 Shoreline Overlook Austin, TX 78752 Texas Firms#10194171	
JOB NAME: ECI FITZSIMMONS		1	REVISED PER CITY COMMENTS		
DRAWN: JAH CHK: JMC		2	REVISED PER NEW TRACT DESIGNATION		
REV: 4 JAH 04/10/23		3	REVISED PER CITY COMMENTS		
APP: NO		4	REVISED PER CITY COMMENTS		

PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003



SURVEY TIE FROM	WELL NAME	BEARING	DISTANCE
N1/4 CORNER	AVEY #21-9	N 51°45'27" E	765.62'
W1/4 CORNER	AVEY #22-9	N 39°32'29" W	855.94'

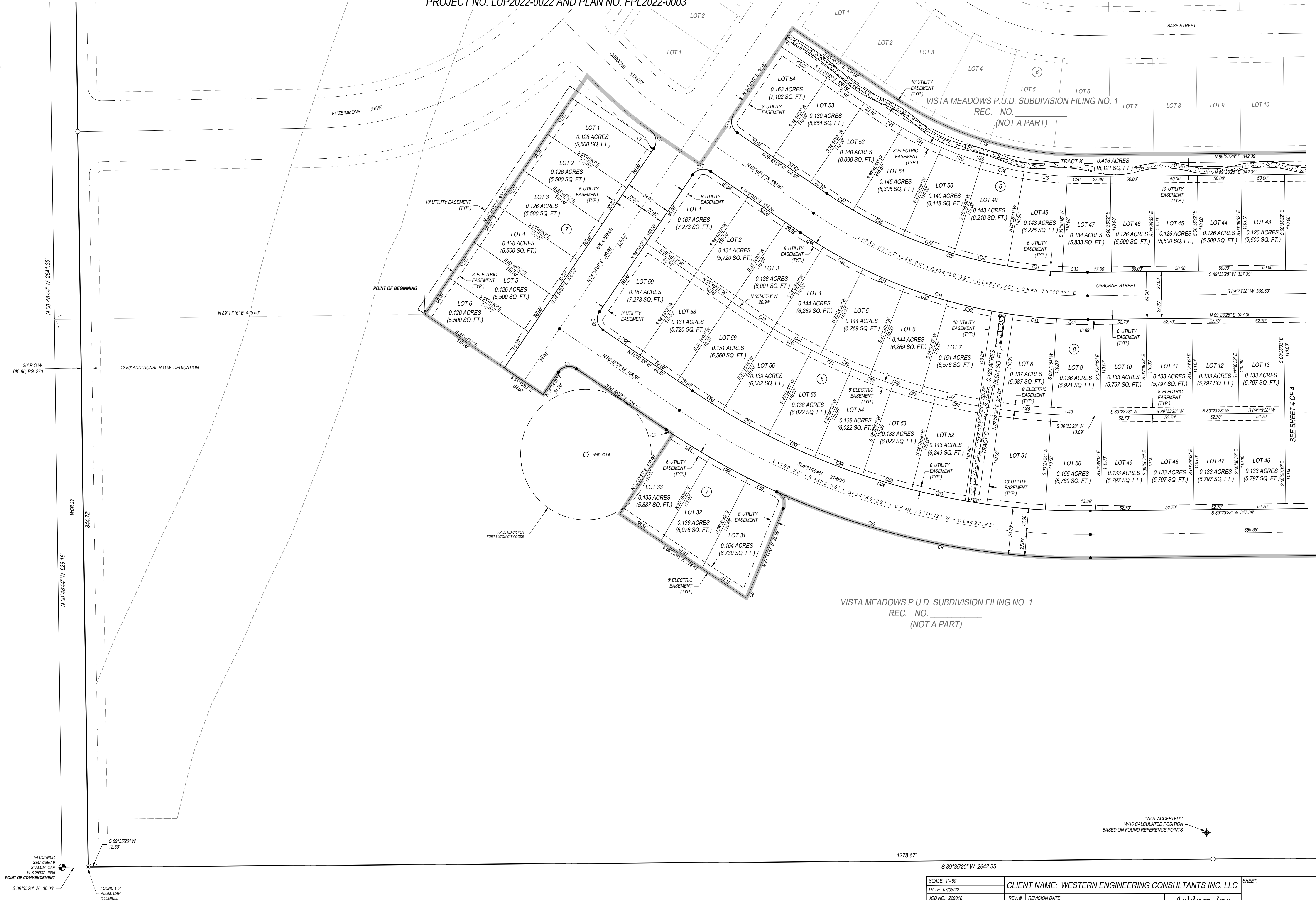
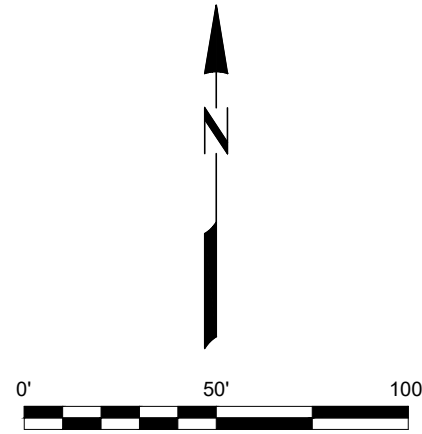
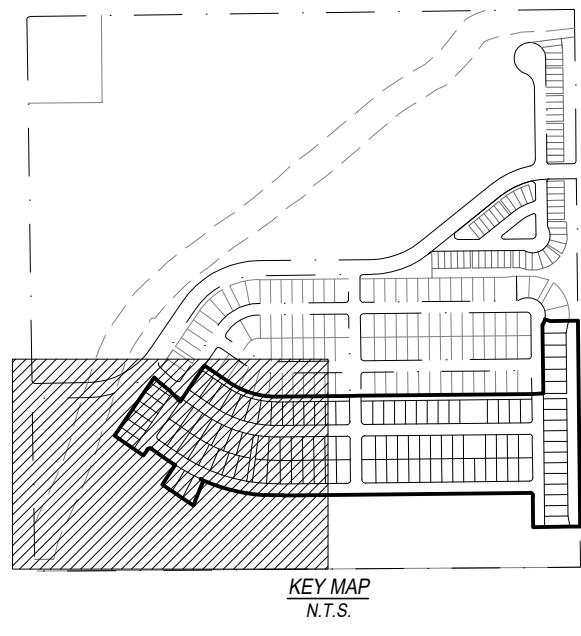
LEGEND		
	FOUND SECTION CORNER	ADJOINER PARCEL LINE
	CALCULATED SECTION CORNER	SECTION LINE
	WITNESS CORNER	QUARTER SECTION LINE
	PROPERTY CORNER FOUND AS NOTED	RIGHT OF WAY LINE
	POINT OF INTERSECTION	CENTERLINE RIGHT OF WAY
	PROPERTY CORNER SET #5 REBAR W/ 1" YELLOW PLASTIC CAP STAMPED "P.S. 3/3/90"	FILING BORDER KEY MAP
		FILING BORDER SHEETS
		PROPOSED RIGHT OF WAY LINE
		PROPOSED LOT LINE
		PROPOSED 6" GAS EASEMENT LINE
		PROPOSED 8" ELECTRIC EASEMENT LINE
		PROPOSED 8" UTILITY EASEMENT LINE
		PROPOSED 10" UTILITY EASEMENT LINE
		PROPOSED 20" WATER EASEMENT LINE
		PROPOSED 40" UTILITY EASEMENT LINE
		PROPOSED TRAIL
		PROPOSED TRAIL

LEGEND OF SYMBOLS BASED ON GIS
INFORMATION OBTAINED FROM THE COLORADO
OIL AND GAS CONSERVATION COMMISSION
(COGCC) AS OF NOVEMBER 4, 2020

 ABANDONED WELL PER COGCC

SCALE: 1"=150'		CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC		SHEET:	
DATE: 07/08/22					
JOB NO: 223018		REV. #	REVISION DATE	 133 S. 27th Avenue Brighton, CO 80601 11713 Shoreview Overlook Austin, TX 78732 Texas Firm#10194171	
JOB NAME: ECI FITZSIMMONS		1	REVISED PER CITY COMMENTS		
DRAWN: JAH CHK: JMC		2	REVISED PER NEW TRACT DESIGNATION		
REV: 4 JAH 04/10/23		3	REVISED PER CITY COMMENTS		
AFE NO:		4	REVISED PER CITY COMMENTS		
				2 OF 4	

VISTA MEADOWS P.U.D. SUBDIVISION FILING NO. 3
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003



14 CORNER
SEC 8 SEC 9
7 ALUM CAP
PLS 2007 1985
POINT OF COMMENCEMENT
S 89°35'20" W 30.00'

FOUND 1.5"
ALUM CAP
ILLEGIBLE

S 89°35'20" W 12.50'

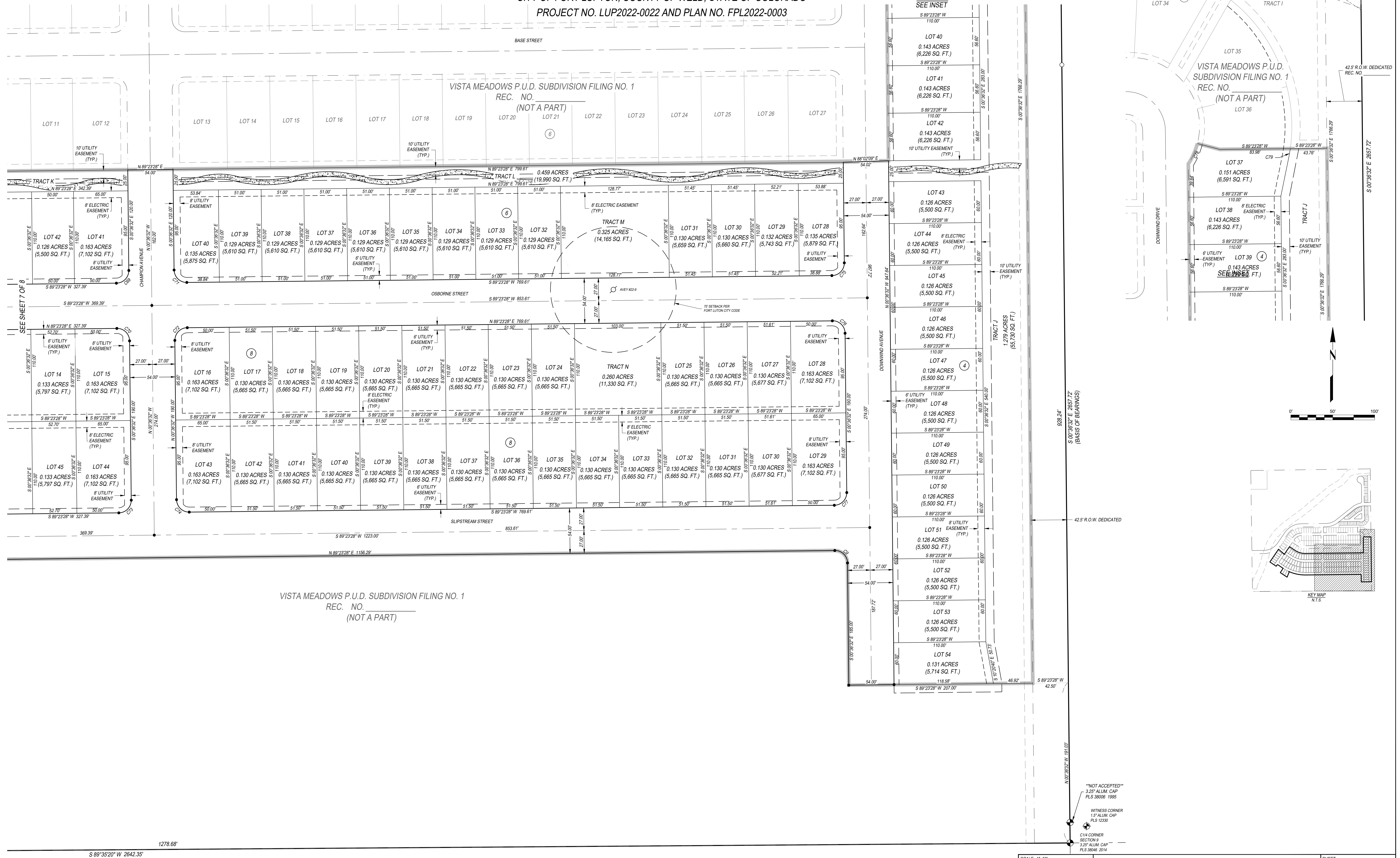
SCALE: 1"=50'	CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC	SHEET:
DATE: 07/08/22	REV. #	REVISION DATE
JOB NO.: 228018	1	REVISED PER CITY COMMENTS
JOB NAME: ECI FITZSIMMONS	2	REVISED PER NEW TRACT DESIGNATION
DRAWN: JAH	CHK: JMC	
REV: 4	JAH	04/10/23
3	REVISED PER CITY COMMENTS	
4	REVISED PER CITY COMMENTS	
AFE NO:		

Acklam, Inc.

133 S. 27th Avenue
Brighton, CO 80601
11713 Shoreview Overlook
Austin, TX 78732
Texas Firm#10154171

3 OF 4

VISTA MEADOWS P.U.D. SUBDIVISION FILING NO. 3
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003



SCALE: 1"=50'		CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC		SHEET: 4 OF 4
DATE: 07/08/22				
JOB NO.: 228018		REV. #	REVISION DATE	
JOB NAME: ECI FITZSIMMONS		1	REVISED PER CITY COMMENTS	
DRAWN: JAH CHK: JMC		2	REVISED PER NEW TRACT DESIGNATION	
REV. 4 JAH 04/10/23		3	REVISED PER CITY COMMENTS	
APP: NO:		4	REVISED PER CITY COMMENTS	

Acklam, Inc.
133 S. 27th Avenue
Brighton, CO 80601

11713 Shoreview Overlook
Austin, TX 78732
Texas Firm#10184171

FILE: Z:\ACKLAM JOBS\2022\OTHERS\228018-ECI FITZSIMMONS\DRAWINGS\228018-ECI FITZSIMMONS_FINAL_SUB_FLG_3_REV_4.DWG PLOTTED: Apr 13, 2023 10:22am

VISTA MEADOWS P.U.D. SUBDIVISION FILING NO. 4
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003

TOTAL NUMBER OF LOTS:- 105
TOTAL AREA OF LOTS:- 16.664 ACRES (725,459 SQ. FT.)

DESCRIPTION FITZSIMMONS FILING 4:

A PORTION OF THAT PARCEL DESCRIBED IN A WARRANTY DEED TO JOHN F. FITZSIMMONS AND CYNTHIA J. FITZSIMMONS, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3449195, SAID PARCEL IS LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 9, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP MARKED "PLS 25937 1995",
THENCE NORTH 00°48'44" WEST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 1,709.21 FEET;
THENCE NORTH 89°11'16" EAST, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 45.50 FEET, TO **POINT OF BEGINNING "A"**,
THENCE, OVER AND ACROSS SAID PARCEL OF LAND THE FOLLOWING FORTY-ONE (41) COURSES AND DISTANCES:

- SOUTH 00°48'44" EAST A DISTANCE OF 814.71 FEET;
- THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 45°48'44" EAST, 21.21 FEET;
- THENCE NORTH 89°11'16" EAST A DISTANCE OF 206.50 FEET;
- THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF NORTH 45°48'44" WEST, 21.21 FEET;
- NORTH 00°47'57" WEST A DISTANCE OF 109.37 FEET;
- NORTH 89°11'16" EAST A DISTANCE OF 98.71 FEET;
- NORTH 00°49'40" EAST A DISTANCE OF 61.05 FEET;
- NORTH 00°48'57" WEST A DISTANCE OF 150.00 FEET;
- SOUTH 89°11'16" WEST A DISTANCE OF 110.00 FEET;
- NORTH 00°48'36" WEST A DISTANCE OF 51.45 FEET;
- NORTH 89°11'16" EAST A DISTANCE OF 140.53 FEET;
- NORTH 78°06'37" EAST A DISTANCE OF 85.94 FEET;
- NORTH 62°23'37" EAST A DISTANCE OF 85.28 FEET;
- NORTH 48°57'55" EAST A DISTANCE OF 70.95 FEET;
- NORTH 46°58'56" EAST A DISTANCE OF 60.00 FEET;
- NORTH 46°58'56" EAST A DISTANCE OF 60.00 FEET;
- NORTH 45°36'03" EAST A DISTANCE OF 81.23 FEET;
- NORTH 22°20'07" EAST A DISTANCE OF 64.75 FEET;
- NORTH 00°38'06" EAST A DISTANCE OF 64.75 FEET;
- NORTH 21°03'55" WEST A DISTANCE OF 64.75 FEET;
- NORTH 42°45'54" WEST A DISTANCE OF 64.75 FEET;
- NORTH 63°12'50" WEST A DISTANCE OF 52.81 FEET;
- SOUTH 89°42'09" WEST A DISTANCE OF 60.96 FEET;
- SOUTH 02°08'50" EAST A DISTANCE OF 100.06 FEET;
- THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 62.20 FEET, AN ARC LENGTH OF 52.91 FEET, A CENTRAL ANGLE OF 48°44'14", AND A CHORD BEARING AND DISTANCE OF SOUTH 63°25'17" WEST, 51.33 FEET;
- NORTH 51°02'41" WEST A DISTANCE OF 109.98 FEET;
- SOUTH 29°12'54" WEST A DISTANCE OF 59.07 FEET;
- SOUTH 21°34'58" WEST A DISTANCE OF 109.60 FEET;
- SOUTH 01°14'50" EAST A DISTANCE OF 81.42 FEET;
- SOUTH 20°04'13" EAST A DISTANCE OF 40.62 FEET;
- THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 138.00 FEET, AN ARC LENGTH OF 43.32 FEET, A CENTRAL ANGLE OF 17°59'09", AND A CHORD BEARING AND DISTANCE OF SOUTH 80°11'43" WEST, 43.14 FEET;
- SOUTH 89°11'16" WEST A DISTANCE OF 18.16 FEET;
- NORTH 00°48'44" WEST A DISTANCE OF 135.00 FEET;
- NORTH 07°37'11" EAST A DISTANCE OF 50.47 FEET;
- NORTH 05°31'19" EAST A DISTANCE OF 50.31 FEET;
- THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 191.72 FEET, AN ARC LENGTH OF 303.74 FEET, A CENTRAL ANGLE OF 90°46'12", AND A CHORD BEARING AND DISTANCE OF NORTH 45°25'38" WEST, 272.96 FEET;
- SOUTH 89°11'16" WEST A DISTANCE OF 95.24 FEET;
- SOUTH 00°48'44" EAST A DISTANCE OF 122.94 FEET;
- SOUTH 89°11'16" WEST A DISTANCE OF 27.50 FEET;
- THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF NORTH 45°48'44" WEST, 21.21 FEET;
- SOUTH 00°48'44" EAST A DISTANCE OF 42.00 FEET TO **POINT OF BEGINNING "A"**.

CONTAINING 9.345 ACRES (407667 SQUARE FEET) OF LAND, MORE OR LESS.

AND DESCRIBED AS FOLLOWS

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 9, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP MARKED "PLS 25937 1995",
THENCE NORTH 89°35'20" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 42.50 FEET TO **POINT OF BEGINNING "B"**,
THENCE, OVER AND ACROSS SAID PARCEL OF LAND THE FOLLOWING TWENTY-SIX (26) COURSES AND DISTANCES:

- NORTH 00°48'44" WEST A DISTANCE OF 794.81 FEET;
- ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.16 FEET, AN ARC LENGTH OF 23.49 FEET, A CENTRAL ANGLE OF 88°46'23", AND A CHORD BEARING AND DISTANCE OF NORTH 44°11'16" EAST, 21.21 FEET;
- NORTH 89°11'16" EAST A DISTANCE OF 243.85 FEET;
- ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 435.00 FEET, AN ARC LENGTH OF 306.29 FEET, A CENTRAL ANGLE OF 40°20'35", AND A CHORD BEARING AND DISTANCE OF NORTH 69°00'59" EAST, 300.00 FEET;
- ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 15.13 FEET, AN ARC LENGTH OF 22.21 FEET, A CENTRAL ANGLE OF 84°05'42", AND A CHORD BEARING AND DISTANCE OF SOUTH 88°54'43" EAST, 20.27 FEET;
- SOUTH 46°30'47" EAST A DISTANCE OF 17.36 FEET;
- SOUTH 34°14'07" WEST A DISTANCE OF 330.99 FEET;
- SOUTH 55°45'53" EAST A DISTANCE OF 164.00 FEET;
- NORTH 34°14'07" EAST A DISTANCE OF 31.00 FEET;
- ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF NORTH 79°14'07" EAST, 21.21 FEET;
- SOUTH 55°45'53" EAST A DISTANCE OF 124.50 FEET;
- ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 833.95 FEET, AN ARC LENGTH OF 9.12 FEET, A CENTRAL ANGLE OF 00°37'35", AND A CHORD BEARING AND DISTANCE OF SOUTH 56°04'29" EAST, 9.12 FEET;
- SOUTH 33°37'15" WEST A DISTANCE OF 110.00 FEET;
- SOUTH 56°22'45" EAST A DISTANCE OF 174.65 FEET;
- ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 138.00 FEET, AN ARC LENGTH OF 15.64 FEET, A CENTRAL ANGLE OF 06°29'36", AND A CHORD BEARING AND DISTANCE OF NORTH 25°10'30" EAST, 15.63 FEET;
- NORTH 21°55'42" EAST A DISTANCE OF 95.69 FEET;
- ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.91 FEET, A CENTRAL ANGLE OF 87°30'20", AND A CHORD BEARING AND DISTANCE OF NORTH 21°49'28" WEST, 20.75 FEET;
- ALONG A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 850.74 FEET, AN ARC LENGTH OF 313.06 FEET, A CENTRAL ANGLE OF 21°05'02", AND A CHORD BEARING AND DISTANCE OF SOUTH 76°07'43" EAST, 311.30 FEET;
- ALONG A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 1032.96 FEET, AN ARC LENGTH OF 82.99 FEET, A CENTRAL ANGLE OF 04°36'13", AND A CHORD BEARING AND DISTANCE OF SOUTH 89°13'45" EAST, 82.97 FEET;
- NORTH 89°23'29" EAST A DISTANCE OF 1156.29 FEET;
- ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 45°36'32" EAST, 21.21 FEET;
- SOUTH 00°36'32" EAST A DISTANCE OF 145.72 FEET;
- NORTH 89°23'28" EAST A DISTANCE OF 172.58 FEET;
- NORTH 89°23'28" EAST A DISTANCE OF 46.92 FEET;
- SOUTH 00°36'32" EAST A DISTANCE OF 190.89 FEET;
- NORTH 89°35'20" WEST A DISTANCE OF 2557.35 FEET, TO **POINT OF BEGINNING "A"**.

CONTAINING 25.662 ACRES (1117849 SQUARE FEET) OF LAND, MORE OR LESS.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT I/WE _____, BEING THE SOLE OWNER(S) OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE LAID OUT AND PLATTED UNDER THE NAME OF _____ AND DO HEREBY DEDICATE TO THE CITY OF FORT LUPTON AND ITS LICENSEES FOR PUBLIC USE FOREVER ALL STREETS, ALLEYS AND UTILITY EASEMENTS AS INDICATED HEREON. IN COMPLIANCE WITH THE CITY OF FORT LUPTON SUBDIVISION REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNER(S) SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 20____.

STATE OF COLORADO,)
) SS
COUNTY OF WELD)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ ON THIS _____ DAY OF _____, 20____, WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

OWNER'S APPROVAL

KNOW ALL MEN BY THESE PRESENTS, THAT I/WE _____ BEING THE SOLE OWNER(S) OF THE LAND DESCRIBED HEREIN, AND _____ ARE ALL OF THE MORTGAGEES AND HOLDERS OF LIENS UPON THE PROPERTY, AND EACH AND ALL HEREBY CONSENT TO THIS PLAT AND JOIN THE CONVEYANCE AND DEDICATION OF ALL STREETS, ROADS, ALLEYS, EASEMENTS, PUBLIC WAYS AND PLACES SHOWN HEREON.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 20____.

STATE OF COLORADO,)
) SS
COUNTY OF WELD)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ ON THIS _____ DAY OF _____, 20____, WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, JONAS M. COLLIER, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF _____ WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THIS PLAT HAS BEEN PREPARED IN COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO AT THE TIME OF THIS SURVEY AND WITHIN MY CONTROL, AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

L.S. COLORADO REG. NO. 38780

SURVEYOR'S IMPROVEMENT CERTIFICATE

I HEREBY CERTIFY THAT, ON THE DATE SHOWN, A FIELD SURVEY WAS CONDUCTED UNDER MY SUPERVISION OF THE ABOVE-DESCRIBED PROPERTY, AND THAT ALL BUILDING IMPROVEMENTS, EASEMENTS AND RIGHTS-OF-WAY IN EVIDENCE OR KNOWN TO ME ARE CORRECTLY SHOWN ON THE ABOVE PLAT. I FURTHER CERTIFY THAT THERE ARE NO ENCROACHMENTS BY AND/OR ON THIS PROPERTY, UNLESS OTHERWISE NOTED.

L.S. COLORADO REG. NO. 38780

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____, 202____.

CITY ENGINEER

PLANNING COMMISSION RECOMMENDATION

RECOMMENDED THIS _____ DAY OF _____, 202____, BY RESOLUTION NO. _____.

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT A PLAT OF THE ABOVE-DESCRIBED PROPERTY WAS APPROVED BY _____ A.D. 20____ NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE _____ DAY OF _____, 20____, AND THAT THE MAYOR OF THE CITY OF FORT LUPTON, AS AUTHORIZED BY SAID _____ ON BEHALF OF THE CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

ATTEST:

MAYOR

CITY CLERK
(SEAL)

CITY ADMINISTRATOR'S APPROVAL

APPROVED THIS _____ DAY OF _____, 202____.

CITY ADMINISTRATOR

CITY WATER AND SEWER DEPARTMENT APPROVAL

APPROVED THIS _____ DAY OF _____, 202____.

DIRECTOR OF PUBLIC WORKS

UTILITY MAINTENANCE STATEMENT

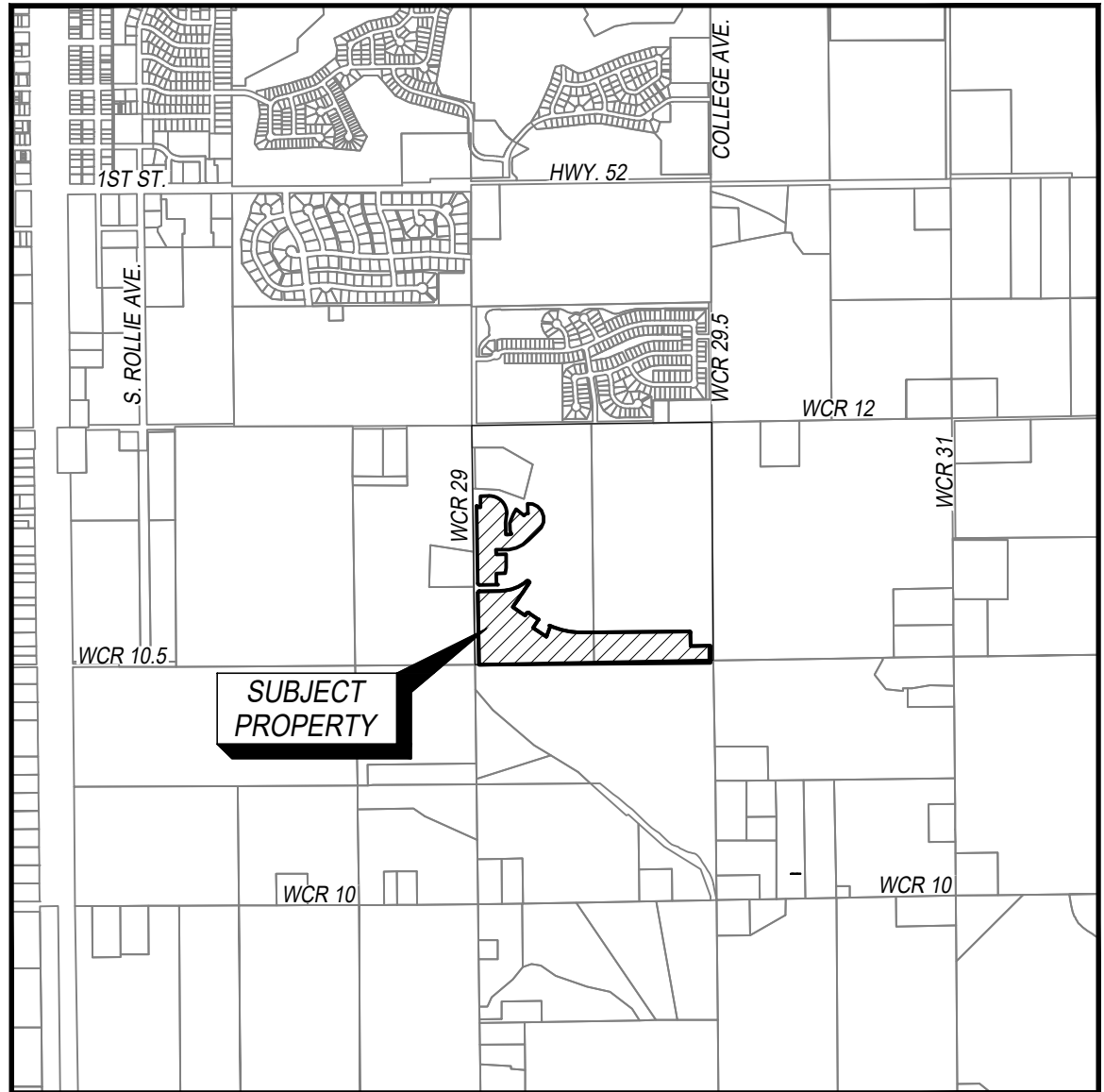
ALL PUBLIC WATER, STORM SEWER AND SANITARY SEWER MAINS AND APPURTENANCES LOCATED IN PUBLIC ROW SHALL BE MAINTAINED BY THE CITY OF FORT LUPTON PUBLIC WORKS DEPARTMENT. ALL PUBLIC WATER, STORM SEWER, SANITARY SEWER MAINS AND APPURTENANCES UNDER PRIVATE DRIVES ARE LOCATED IN UTILITY EASEMENTS. CITY IS RESPONSIBLE 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. UNLESS SPECIFICALLY MODIFIED BY A PUD PLAN, ALL PROVISIONS OF THE CITY'S CODE AND ADOPTED STANDARDS AND SPECIFICATIONS SHALL APPLY WITHIN THE PUD DISTRICT.

PUBLIC SERVICE COMPANY OF COLORADO (PSCo) STATEMENT

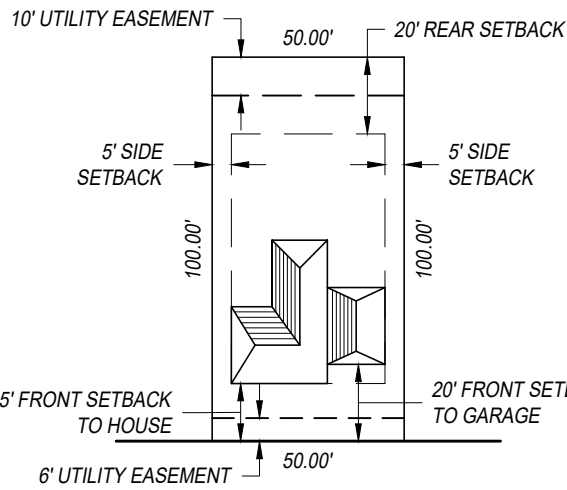
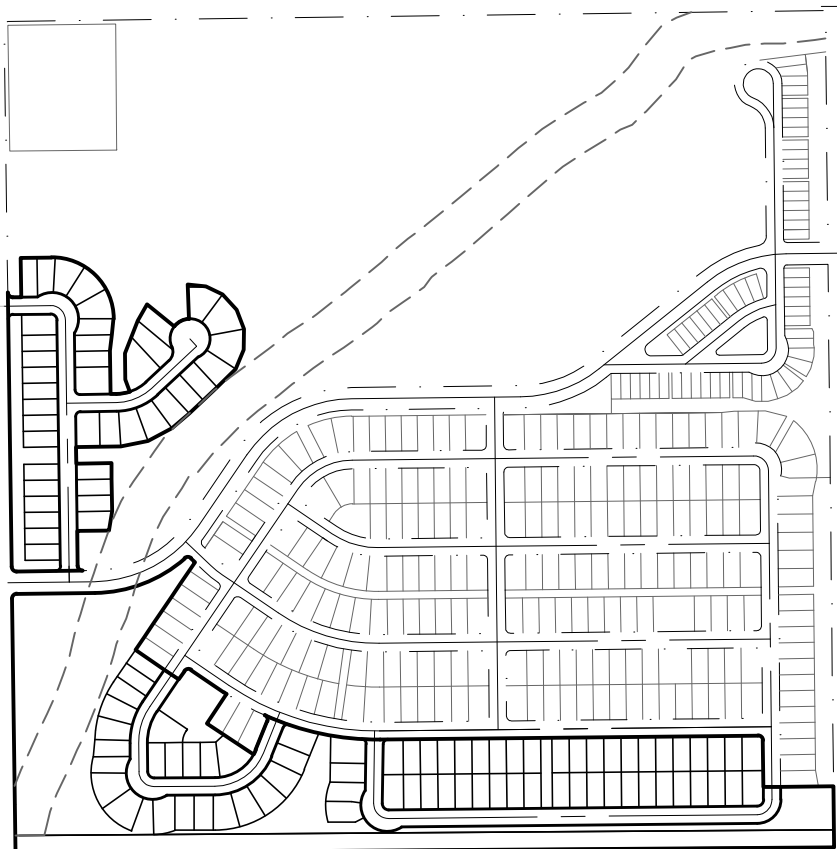
PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCo) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANTS PSCo AN EASEMENT ON ITS STANDARD FORM.

SURVEY NOTES:

- DATE(S) OF FIELD SURVEY: 04/20/2022 - 04/29/2022
- 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 POLICY NUMBER **PIB25191255.6132247**, PREPARED BY **LAND TITLE GUARANTY COMPANY** AND UNDERWRITTEN BY **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**, DATED **AUGUST 06, 2021** AND ON THE TITLE COMMITMENT POLICY NUMBER **ABJ25194963**, PREPARED BY **LAND TITLE GUARANTY COMPANY** AND UNDERWRITTEN BY **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**, DATED **DECEMBER 12, 2021**.
- CONFLICTING EVIDENCE WAS FOUND AT THE CENTER ONE-QUARTER CORNER AND CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 9. THESE MONUMENTS WERE NOT HELD.
- THE MONUMENT HELD FOR THE CENTER ONE-QUARTER CORNER, BEING A FOUND 3.25 INCH ALUMINUM CAP MARKED "PLS 38046 2014", IS UNDERSTOOD TO BE THE SAME LOCATION AS THAT MONUMENT SET BY CECIL CROWE (PLS 12330) IN 1981, UPGRADED PER STATE STATUTE. THE RECORD FOR THE CONFLICTING MONUMENT FOR SAID CENTER ONE-QUARTER CORNER CONTAINS AMBIGUOUS INFORMATION AND STATES THIS MONUMENT WAS SET AT THE WRONG LOCATION IN 1995, AND SUBSEQUENTLY MOVED IN 1997, BY THE SAME COMPANY. NO MONUMENT RECORD WAS FOUND FOR PLACEMENT IN REFERENCE TO THE 1995 LOCATION.
- THE CENTER-WEST ONE-SIXTEENTH CORNER WAS NOT FOUND OR SET. THE TWO FOUND REFERENCE POINTS FOR THE CENTER-WEST ONE-SIXTEENTH CORNER WERE NOT HELD (SEE NOTE 6 ABOVE) TO LOCATE THIS POINT.
- LOCATIONS OF UTILITIES AND FOREIGN PIPELINES AS SHOWN HEREON WERE DETERMINED FROM VISIBLE SURFACE EVIDENCE AND LOCATE MARKINGS IF ANY. THESE LOCATIONS, IF SHOWN, MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHERS PRIOR TO ANY GRADING OR EXCAVATION.
- DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GROUND. THE COMBINED FACTOR USED TO OBTAIN GRID DISTANCES IS 0.999723784.
- 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 EAST LINE OF THE NORTHWEST ONE-QUARTER, SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE NORTH BY THE NORTH ONE QUARTER CORNER OF SAID SECTION 9, BEING A 3.25 INCH ALUMINUM CAP MARKED PLS 38780 2022, AND ON THE SOUTH BY THE CENTER ONE-QUARTER CORNER OF SAID SECTION 9, BEING A 3.25 INCH ALUMINUM CAP MARKED PLS 38046 2014 AND BEARS SOUTH 00°36'32" EAST.
- ALL REFERENCES MADE HEREON TO BOOK & PAGE, RECEPTION NUMBERS, PLATS, OR MAPS ARE PUBLIC DOCUMENTS FILED FOR RECORD IN WELD COUNTY, CLERK AND RECORDER.



VICINITY MAP
1"=200'



ROAD
TYPICAL SINGLE FAMILY DWELLING LOT DETAIL
SCALE: 1"=50'

TRACT OWNERSHIP TABLE			
TRACT	OWNER	MAINTENANCE	USE
P	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
Q	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
R	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
S	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
T	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	OPEN SPACE
U	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE

SCALE: N/A	CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC		SHEET:
DATE: 07/08/22	REV. #	REVISION DATE	Acklam, Inc. 133 S. 27th Avenue Brighton, CO 80601 11713 Shoreview Overlook Austin, TX 78732 Texas Firm#10184171
JOB NO.: 229018	1	REVISED PER CITY COMMENTS	
JOB NAME: ECI FITZSIMMONS	2	REVISED PER CITY COMMENTS	
DRAWN: JAH	CHK: JMC	3	
REV: 3	JAH	04/10/23	
AFE NO:	4	REVISED PER CITY COMMENTS	

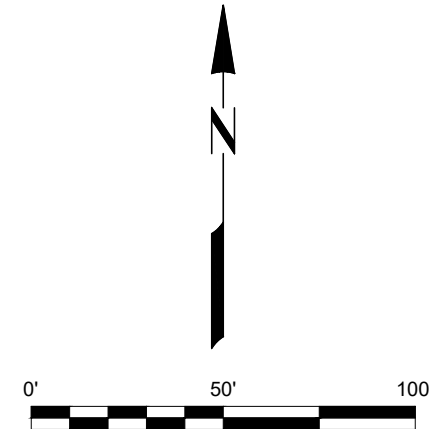
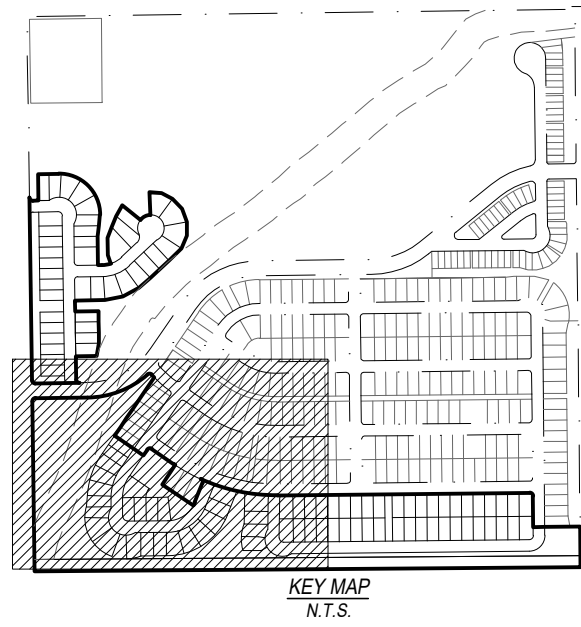
CURVE	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C5	15.00	23.56	90°00'00"	N 45°48'44" W	21.21'
C6	52.85	62.09	48°50'27"	S 63°22'21" W	57.22'
C7	138.00	173.32	17°12'48"	S 164°02'42" E	43.14'
C8	192.00	303.61	90°36'12"	N 45°23'37" W	212.95'
C9	82.00	51.93	36°17'11"	S 74°42'38" W	51.06'
C10	82.00	41.50	28°59'59"	N 72°38'49" W	41.06'
C11	82.00	41.50	28°59'59"	N 43°38'59" W	41.06'
C12	82.00	41.50	28°59'59"	S 164°02'42" E	41.06'
C13	192.00	97.17	3°04'58"	N 15°50'42" E	120.01'
C14	192.00	97.17	28°59'59"	S 72°38'49" E	96.14'
C16	192.00	97.17	3°04'58"	S 43°38'59" E	96.14'
C17	192.00	97.17	28°59'59"	S 63°22'21" E	161.20'
C18	82.00	29.23	15°16'48"	N 45°47'43" W	88.37'
C19	20.00	31.42	90°00'00"	S 45°48'44" E	28.28'
C20	15.00	23.56	90°00'00"	N 45°48'44" W	21.21'
C21	15.00	23.56	90°00'00"	S 44°11'16" W	21.21'
C22	138.00	58.33	24°13'11"	S 59°03'55" E	57.80'
C23	138.00	101.65	42°12'49"	S 68°57'49" E	51.22'
C24	38.00	38.46	57°59'29"	S 17°52'29" E	38.43'
C25	38.00	8.45	12°44'13"	S 17°22'39" E	8.44'
C26	38.00	46.91	70°43'42"	S 11°37'06" W	43.92'
C27	67.86	62.00	62°43'38"	S 07°35'30" W	64.59'
C28	52.85	45.00	45°00'00"	S 63°22'21" E	51.22'
C29	417.72	62.00	38°35'46"	N 72°54'47" W	40.86'
C30	46.96	62.00	43°24'00"	N 31°54'54" W	45.95'
C31	62.00	46.96	43°24'00"	N 11°29'06" E	35.88'
C32	62.00	34.31	31°42'30"	N 89°02'21" E	43.85'
C33	82.00	28.70	268°12'00"	N 14°02'42" E	88.72'
C34	192.00	25.65	7°39'16"	N 50°48'52" E	25.63'
C35	192.00	54.31	16°12'27"	N 62°44'26" E	54.31'
C36	192.00	54.31	16°17'01"	N 78°59'10" E	54.30'
C37	192.00	6.80	2°03'36"	N 88°09'25" E	6.80'
C38	192.00	141.43	42°12'49"	S 62°12'49" E	138.26'
C39	15.00	23.56	90°00'00"	S 44°11'16" W	21.21'
C40	227.00	28.81	7°16'18"	S 30°35'56" W	28.79'
C41	227.00	8.46	2°03'36"	S 20°39'19" W	49.90'
C42	227.00	50.00	12°37'13"	S 08°02'00" W	48.90'
C43	227.00	8.46	2°03'36"	S 00°00'00" W	49.90'
C44	227.00	137.27	34°38'47"	S 16°54'44" W	135.18'
C45	337.00	42.77	7°16'18"	N 30°35'58" E	42.77'
C46	337.00	74.23	12°37'13"	N 20°38'13" E	74.08'
C47	337.00	45.00	7°39'20"	N 10°30'58" E	44.99'
C48	337.00	162.03	27°52'51"	N 20°27'42" E	160.47'
C49	82.00	45.89	32°50'00"	S 15°12'30" E	45.28'
C50	82.00	50.84	35°22'56"	S 17°31'34" E	49.84'
C51	82.00	50.00	34°56'11"	S 52°41'08" E	49.23'
C52	82.00	30.17	21°04'50"	S 80°41'38" E	30.00'
C53	82.00	45.84	31°49'01"	N 72°51'27" E	45.80'
C54	192.00	155.23	165°16'48"	S 45°01'48" E	160.20'
C55	192.00	51.05	15°14'00"	N 07°46'54" E	50.96'
C56	192.00	117.07	35°22'56"	N 17°31'34" E	116.67'
C57	192.00	117.07	34°56'11"	N 52°41'08" W	115.29'
C58	192.00	286.69	65°33'07"	N 97°22'40" W	280.79'
C59	192.00	20.16	1°02'00"	N 78°14'13" E	67.80'
C60	192.00	48.05	14°38'15"	N 82°16'13" E	49.92'
C61	192.00	54.97	16°24'18"	N 66°44'55" E	54.79'
C62	192.00	54.97	16°24'18"	N 50°20'33" E	54.79'
C63	192.00	54.97	16°24'18"	N 33°58'19" E	54.79'
C64	192.00	12.76	2°46'28"	S 23°29'49" E	12.76'
C65	192.00	226.73	67°39'38"	S 55°45'31" E	219.73'
C66	302.00	77.15	14°38'15"	S 82°16'13" W	76.94'
C67	302.00	86.47	16°24'18"	S 66°44'56" W	86.17'
C68	302.00	86.47	16°24'18"	S 50°20'38" W	86.17'
C69	302.00	86.47	16°24'18"	S 33°58'19" W	86.17'
C70	302.00	20.76	3°46'38"	S 23°29'49" E	20.76'
C71	302.00	356.63	67°39'38"	S 55°45'31" W	336.27'
C72	302.00	131.24	54°29'26"	S 55°40'00" W	126.35'
C73	138.00	166.96	64°30'37"	S 86°15'02" W	163.06'
C74	138.00	162.96	67°39'38"	S 55°45'31" W	160.67'
C75	30.00	31.42	90°00'00"	N 45°48'44" E	28.28'
C76	173.00	1.10	0°21'48"	N 00°13'46" W	1.10'
C77	173.00	103.51	34°16'59"	N 17°03'58" E	101.98'
C78	173.00	104.61	34°38'47"	N 16°54'44" E	103.23'
C79	15.00	23.56	90°00'00"	N 79°14'07" E	21.21'
C80	850.00	9.01	0°11'16"	S 65°17'01" E	9.01'
C81	850.00	145.57	9°49'45"	S 60°40'15" E	145.39'
C82	850.00	22.76	68°55'42"	N 65°23'33" E	20.64'
C83	850.00	96.44	6°30'03"	S 74°23'39" E	96.39'
C84	850.00	37.84	2°33'02"	S 78°55'11" E	37.84'
C85	850.00	96.20	6°30'03"	S 63°17'42" E	96.15'
C86	850.00	230.49	16°24'18"	S 78°54'42" E	220.74'
C87	15.00	22.80	97°52'11"	S 42°56'53" E	20.78'
C88	192.00	61.79	18°22'43"	N 12°42'28" W	61.62'
C89	192.00	30.08	19°45'13"	N 06°21'30" W	65.87'
C90	192.00	30.08	18°06'00"	N 45°01'42" W	126.44'
C91	82.00	46.96	28°21'25"	S 19°10'00" W	47.17'
C92	82.00	47.97	33°31'13"	S 11°46'19" E	49.29'
C93	82.00	135.44	94°38'17"	S 75°51'04" E	120.56'
C94	82.00	224.00	156°30'55"	S 44°54'45" E	160.57'
C95	15.00	23.56	90°00'00"	N 44°12'40" E	21.21'
C96	15.00	23.07	88°36'28"	N 45°05'12" E	20.95'
C97	15.00	23.56	90°00'00"	S 45°36'32" E	21.21'
C98	20.00	31.42	90°00'00"	S 44°23'28" W	28.28'
C99	74.00	116.24	90°00'00"	S 44°23'28" W	104.65'
C100	438.00	306.31	40°20'44"	N 69°03'04" E	306.02'
C101	12.00	22.82	84°58'41"	S 88°17'42" E	20.15'
C106	33.70	53.16	92°56'46"	S 51°13'40" E	53.07'
C109	15.00	23.31	90°10'41"	N 50°11'13" E	21.25'
C110	15.00	23.56	90°00'00"	N 45°48'44" W	21.21'
C111	15.00	23.57	90°02'47"	N 44°12'40" E	21.22'
C112	17.50	13.92	45°35'08"	S 45°50'08" E	13.56'
C113	17.50	13.92	45°35'05"	N 22°01'39" E	13.56'

LEGEND		
	FOUND SECTION CORNER	ADJOINER PARCEL LINE
	CALCULATED SECTION CORNER	SECTION LINE
	WITNESS CORNER	QUARTER SECTION LINE
	PROPERTY CORNER FOUND AS NOTED	RIGHT OF WAY LINE
	POINT OF INTERSECTION	CENTERLINE RIGHT OF WAY
	PROPERTY CORNER SET #45 REBAR W/ 1" YELLOW PLASTIC CAP STAMPED "PLS 38790"	FILING BORDER KEY MAP
	BLOCK NUMBER	FILING BORDER SHEETS
27	LOT NUMBER KEY MAP	PROPOSED RIGHT OF WAY LINE
		PROPOSED LOT LINE
		PROPOSED 6' GAS EASEMENT LINE
		PROPOSED 8' ELECTRIC EASEMENT LINE
		PROPOSED 8' UTILITY EASEMENT LINE
		PROPOSED 10' UTILITY EASEMENT LINE
		PROPOSED 20' WATER EASEMENT LINE
		PROPOSED 40' UTILITY EASEMENT LINE
		PROPOSED TRAIL

LEGEND OF SYMBOLS BASED ON GIS
INFORMATION OBTAINED FROM THE COLORADO
OIL AND GAS CONSERVATION COMMISSION
(COGCC) AS OF NOVEMBER 4, 2020

SCALE: 1"=150'		CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC		SHEET:	
DATE: 07/08/22					
JOB NO.: 22018		REV. # REVISION DATE		 133 S. 27th Avenue Brighton, CO 80601 11713 Shorewood Overlook Austin, TX 78732 Texas Firm#01091471	
JOB NAME: ECI FITZSIMMONS		1 REVISED PER CITY COMMENTS			
DRAWN: JAH CHR: JMC		2 REVISED PER CITY COMMENTS			
REV. 3 JAH 04/10/23		3 REVISED PER CITY COMMENTS			
AFE NO:		4 REVISED PER CITY COMMENTS			
				2 OF 5	

VISTA MEADOWS P.U.D. SUBDIVISION FILING NO. 4
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003



1/4 CORNER
SEC 8/SEC 9
7' ALUM. CAP
PLS 20037 1995
POINT OF COMMENCEMENT

FOUND 1.5"
ALUM. CAP
ILLEGIBLE

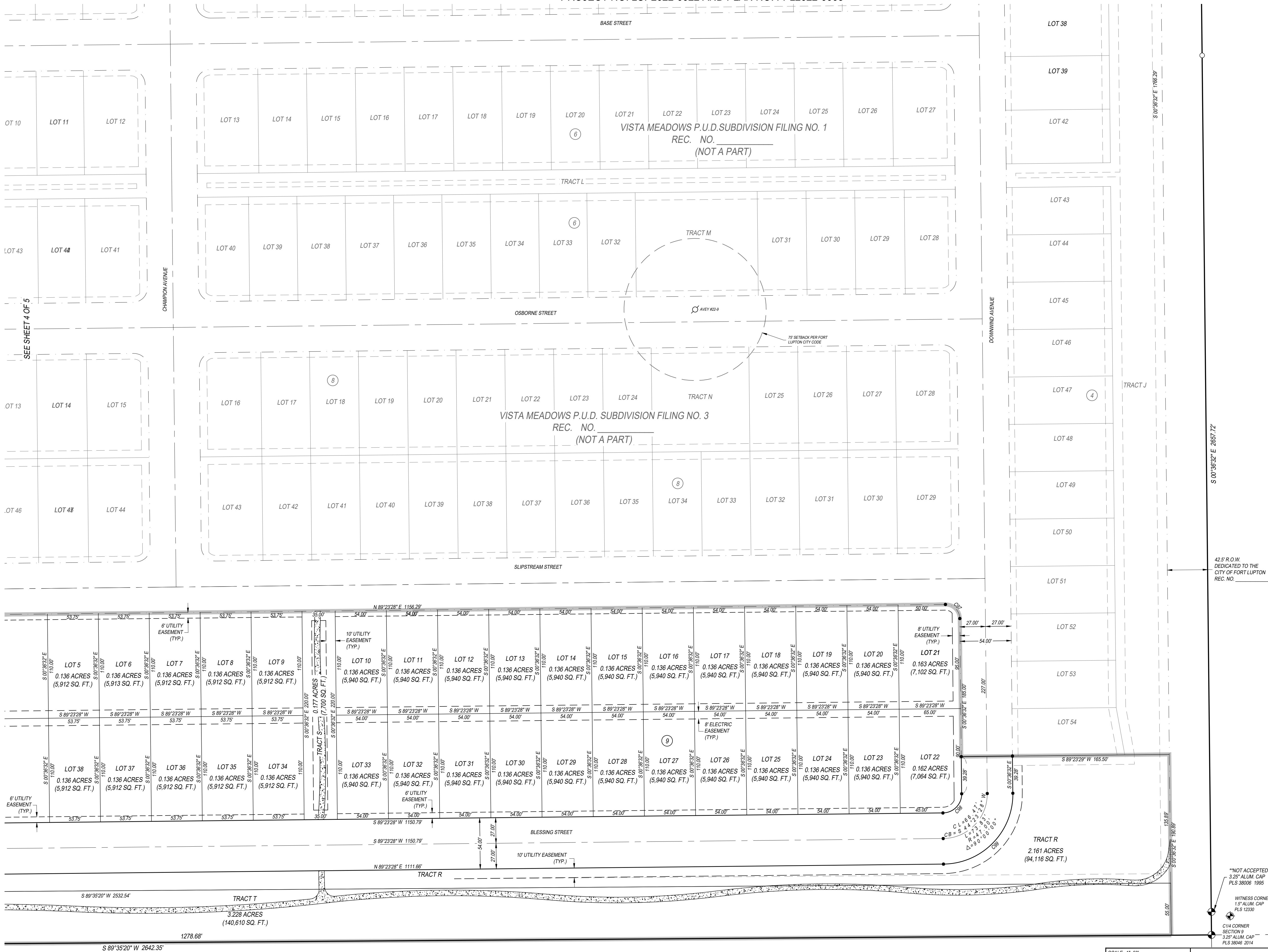
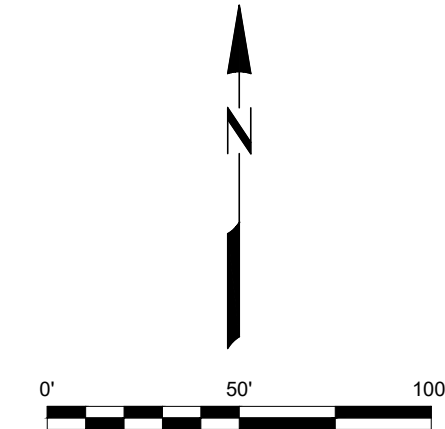
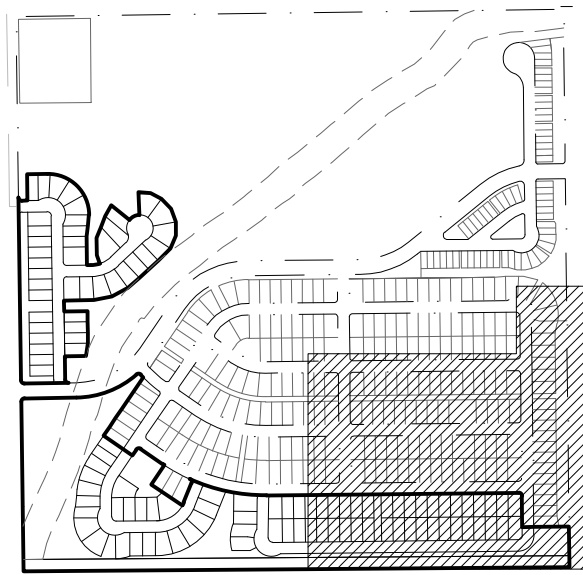
POINT OF BEGINNING "B"

SCALE: 1"=50'		CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC				SHEET: 4 OF 5
DATE: 07/08/22		REV. #		REVISION DATE		
JOB NO.: 229018		1		REVISED PER CITY COMMENTS		
JOB NAME: ECI FITZSIMMONS		2		REVISED PER CITY COMMENTS		
DRAWN: JAH CHK JMC		3		REVISED PER CITY COMMENTS		
REV: 3 JAH 04/10/23		4		REVISED PER CITY COMMENTS		
APP: NO:		5		REVISED PER CITY COMMENTS		

<u>Acklam, Inc.</u>	
133 S. 27th Avenue Brighton, CO 80601	
11713 Shoreview Overlook Austin, TX 78732	
Texas Firm#10194171	

Acklam, Inc.
133 S. 27th Avenue
Brighton, CO 80601
11713 Shoreview Overlook
Austin, TX 78732
Texas Firm #10184171

VISTA MEADOWS P.U.D. SUBDIVISION FILING NO. 4
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003



SCALE: 1"=50'	CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC	SHEET:
DATE: 07/08/22	REV. #	1
JOB NO.: 228018	REVISION DATE	1
JOB NAME: ECI FITZSIMMONS	REVISED PER CITY COMMENTS	2
DRAWN: JAH	CHK: JMC	2
REV: 3	JAH 04/10/23	3
APP: NO:	REVISED PER CITY COMMENTS	4
ACKLAM, Inc.		5 OF 5
133 S. 27th Avenue Brighton, CO 80601 11713 Shoreview Overlook Austin, TX 78732 Texas Firm#10154171		

TOTAL NUMBER OF LOTS:- 23
TOTAL AREA OF LOTS:- 19.530 ACRES (850,739 SQ. FT.)

A PORTION OF THAT PARCEL DESCRIBED IN A WARRANTY DEED TO JOHN F. FITZSIMMONS AND CYNTHIA J. FITZSIMMONS, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3449195, AND ALL OF PARCEL II AS DESCRIBED IN A SPECIAL WARRANTY DEED TO FTL LAND ASSEMBLAGE, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4688892. SAID PARCELS ARE LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 01 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

1. SOUTH 00°45'57" EAST A DISTANCE OF 76.85 FEET;
2. SOUTH 37°45'06" WEST A DISTANCE OF 121.03 FEET;
3. SOUTH 48°52'52" WEST A DISTANCE OF 63.94 FEET;
4. SOUTH 54°07'57" WEST A DISTANCE OF 467.48 FEET;
5. SOUTH 49°24'58" WEST A DISTANCE OF 142.95 FEET;
6. SOUTH 49°24'58" WEST A DISTANCE OF 142.95 FEET;
7. SOUTH 49°25'21" WEST A DISTANCE OF 161.82 FEET;
8. SOUTH 89°56'23" WEST A DISTANCE OF 171.62 FEET;
9. SOUTH 89°36'53" WEST A DISTANCE OF 435.85 FEET;
10. SOUTH 89°36'26" WEST A DISTANCE OF 26.22 FEET;
11. NORTH 70°49'43" WEST A DISTANCE OF 289.22 FEET;
12. NORTH 87°48'42" WEST A DISTANCE OF 221.03 FEET;
13. NORTH 00°49'08" WEST A DISTANCE OF 247.89 FEET;
14. NORTH 89°33'47" EAST A DISTANCE OF 303.95 FEET;
15. THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 227.00 FEET, AN ARC LENGTH OF 2.35 FEET, A CENTRAL ANGLE OF 00°35'32", AND A CHORD BEARING AND DISTANCE OF NORTH 15°29'00" EAST, 2.35 FEET;
16. NORTH 00°26'13" WEST A DISTANCE OF 404.86 FEET;
17. NORTH 89°14'03" EAST A DISTANCE OF 1670.05 FEET TO THE POINT OF BEGINNING.

KNOW ALL MEN BY THESE PRESENTS, THAT I/WE _____, BEING THE SOLE OWNER(S) OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE LAID OUT AND PLATTED UNDER THE NAME OF _____ AND DO HEREBY DEDICATE TO THE CITY OF FORT LUTON AND ITS LICENSEES FOR PUBLIC USE FOREVER ALL STREETS, ALLEYS AND UTILITY EASEMENTS AS INDICATED HEREON. IN COMPLIANCE WITH THE CITY OF FORT LUTON SUBDIVISION REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNER(S) SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS.

[illegible]

MY COMMISSION EXPIRES _____

KNOW ALL MEN BY THESE PRESENTS, THAT I/WE _____ BEING THE SOLE OWNER(S) OF THE LAND DESCRIBED HEREIN, AND _____ ARE ALL OF THE MORTGAGEES AND HOLDERS OF LIENS UPON THE PROPERTY, AND EACH AND ALL HEREBY CONSENT TO THIS PLAT AND JOIN THE CONVEYANCE AND DEDICATION OF ALL STREETS, ROADS, ALLEYS, EASEMENTS, PUBLIC WAYS AND PLACES SHOWN HEREON.

[illegible]

MY COMMISSION EXPIRES _____

I, JONAS M. COLLIER, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF _____ WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THIS PLAT HAS BEEN PREPARED IN COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO AT THE TIME OF THIS SURVEY AND WITHIN MY CONTROL, AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

I HEREBY CERTIFY THAT, ON THE DATE SHOWN, A FIELD SURVEY WAS CONDUCTED UNDER MY SUPERVISION OF THE ABOVE-DESCRIBED PROPERTY, AND THAT ALL BUILDING IMPROVEMENTS, EASEMENTS AND RIGHTS-OF-WAY IN EVIDENCE OR KNOWN TO ME ARE CORRECTLY SHOWN ON THE ABOVE PLAT. I FURTHER CERTIFY THAT THERE ARE NO ENCROACHMENTS BY AND/OR ON THIS PROPERTY, UNLESS OTHERWISE NOTED.

CITY ENGINEER

CHAIRPERSON, FORT LUPTON
PLANNING COMMISSION

THIS IS TO CERTIFY THAT A PLAT OF THE ABOVE-DESCRIBED PROPERTY WAS APPROVED BY _____
 NO. _____ OF THE CITY OF FORT LUPTON PASSED AND ADOPTED ON THE ____ DAY OF _____, A.D. 20____ AND
 THAT THE MAYOR OF THE CITY OF FORT LUPTON, AS AUTHORIZED BY SAID _____ ON BEHALF OF THE
 CITY OF FORT LUPTON, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED
 FOR ALL PURPOSES INDICATED THEREON.

MAYOR

ATTEST:

CITY CLERK
(SEAL)

APPROVED THIS _____ DAY OF _____, 202 _____

CITY ADMINISTRATOR

APPROVED THIS _____ DAY OF _____, 202_____

DIRECTOR OF PUBLIC WORKS

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 APPURTENANCES 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. UNLESS SPECIFICALLY MODIFIED BY A PUD PLAN, ALL PROVISIONS OF THE CITY'S CODE AND ADOPTED STANDARDS AND SPECIFICATIONS SHALL APPLY WITHIN THE PUD DISTRICT.

PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANTS PSCO AN EASEMENT ON ITS STANDARD FORM.

1. DATE(S) OF FIELD SURVEY: 04/20/2022 - 04/29/2022

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 AKCLAM, INC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY, OR TITLE OF RECORD, AKCLAM INC, RELIED ON THE TITLE COMMITMENT POLICY NUMBER **PIB25191255.6132247**, PREPARED BY **LAND TITLE GUARANTY COMPANY** AND UNDERWRITTEN BY **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**, DATED **AUGUST 06, 2021** AND ON THE TITLE COMMITMENT POLICY NUMBER **ABJ25194963**, PREPARED BY **LAND TITLE GUARANTY COMPANY** AND UNDERWRITTEN BY **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**, DATED **DECEMBER 12, 2021**.

5. CONFLICTING EVIDENCE WAS FOUND AT THE CENTER ONE-QUARTER CORNER AND CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 9. THESE MONUMENTS WERE NOT HELD.

6. THE MONUMENT HELD FOR THE CENTER ONE-QUARTER CORNER, BEING A FOUND 3.25 INCH ALUMINUM CAP MARKED "PLS 38046 194", IS UNDERSTOOD TO BE THE SAME LOCATION AS THAT MONUMENT SET BY CECIL CROWE (PLS 12330) IN 1981, UPGRADED PER STATE STATUTE. THE RECORD FOR THE CONFLICTING MONUMENT FOR SAID CENTER ONE-QUARTER CORNER CONTAINS AMBIGUOUS INFORMATION AND STATES THIS MONUMENT WAS SET AT THE WRONG LOCATION IN 1995, AND SUBSEQUENTLY MOVED IN 1997, BY THE SAME COMPANY. NO MONUMENT RECORD WAS FOUND FOR PLACEMENT IN REFERENCE TO THE 1995 LOCATION.

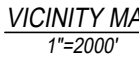
7. THE CENTER-WEST ONE-SIXTEENTH CORNER WAS NOT FOUND OR SET. THE TWO FOUND REFERENCE POINTS FOR THE CENTER-WEST ONE-SIXTEENTH CORNER WERE NOT HELD (SEE NOTE 6 ABOVE) TO LOCATE THIS POINT.

8. LOCATIONS OF UTILITIES AND FOREIGN PIPELINES AS SHOWN HEREON WERE DETERMINED FROM VISIBLE SURFACE EVIDENCE AND LOCATE MARKINGS IF ANY. THESE LOCATIONS, IF SHOWN, MAY NOT BE ACCURATE OR COMPLETE. OTHER UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHERS PRIOR TO ANY GRADING OR EXCAVATION.

9. DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GROUND. THE COMBINED FACTOR USED TO OBTAIN GRID DISTANCES IS 0.999723784.

10. 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 EAST LINE OF THE NORTHWEST ONE-QUARTER, SECTION 9, TOWNSHIP 1 NORTH, RANGE 66
 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE NORTH BY THE NORTH ONE QUARTER CORNER OF SAID
 SECTION 9, BEING A 3.25 INCH ALUMINUM CAP MARKED PLS 38780 2022, AND ON THE SOUTH BY THE CENTER
 ONE-QUARTER CORNER OF SAID SECTION 9, BEING A 3.25 INCH ALUMINUM CAP MARKED PLS 38046 2014 AND BEARS
 SOUTH 00°36'32" EAST.

11. ALL REFERENCES MADE HEREON TO BOOK & PAGE, RECEPTION NUMBERS, PLATS, OR MAPS ARE PUBLIC DOCUMENTS FILED FOR RECORD IN WELD COUNTY, CLERK AND RECORDER.

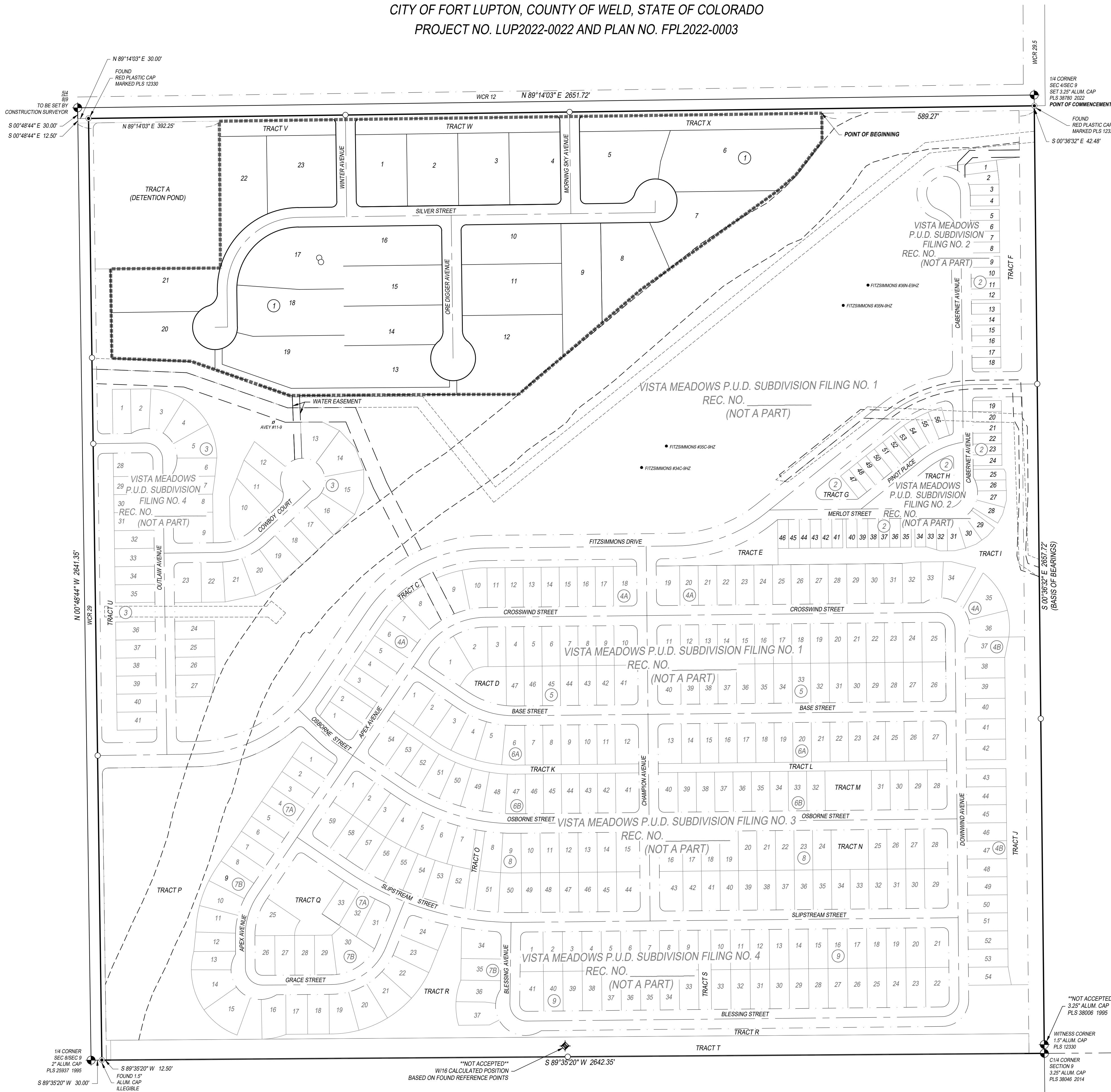
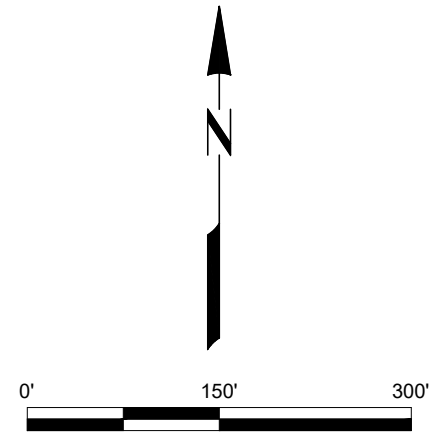


TYPICAL SINGLE FAMILY DWELLING LOT SETBACK DETAIL
SCALE: 1"=50'

TRACT OWNERSHIP TABLE			
TRACT	OWNER	MAINTENANCE	USE
V	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
W	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE
X	VISTA MEADOWS METROPOLITAN DISTRICT	VISTA MEADOWS METROPOLITAN DISTRICT	UTILITY EASEMENTS & OPEN SPACE

SCALE: NA		CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC		SHEET:	
DATE: 07/08/22					
JOB NO: ECI FITZSIMMONS		REV. #	REVISION DATE	 133 S. 27th Avenue Brighton, CO 80601 11713 Shoreline Overlook Austin, TX 78752 Texas Firm#10194171	
JOB NAME: 229018		1	REVISION PER CITY COMMENTS		
DRAWN: JAH	CHK: JMC	2	REVISION PER CITY COMMENTS		
REV: 4	JAH 04/10/23	3	REVISION PER CITY COMMENTS		
REF: NA		4	REVISION PER CITY COMMENTS		

VISTA MEADOWS P.U.D. SUBDIVISION FILING NO. 5
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003



CURVE	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C1	60.00'	83.15'	79°24'22"	S 57°39'55" W	76.86'
C2	61.17'	60.00'	58°24'56"	N 33°03'31" E	58.96'
C3	119.26'	60.00'	113°52'58"	N 33°03'31" E	100.57'
C4	15.00'	23.56'	90°00'00"	S 44°14'03" W	21.21'
C5	38.00'	32.80'	49°27'30"	S 25°29'42" E	31.79'
C6	62.00'	301.82'	278°55'00"	S 89°14'03" W	80.80'
C7	38.00'	32.80'	49°27'30"	N 23°24'48" E	31.79'
C8	15.00'	23.56'	90°00'00"	N 45°45'57" W	21.21'
C9	173.00'	271.90'	90°02'56"	S 44°12'35" W	244.76'
C10	62.00'	273.32'	252°34'57"	N 54°31'24" W	99.95'
C11	38.00'	48.11'	72°32'33"	N 35°27'24" E	44.96'
C12	227.00'	356.76'	90°02'56"	N 44°12'35" E	321.16'
C13	15.00'	23.56'	90°00'00"	N 44°14'03" E	21.21'
C14	15.00'	23.56'	90°00'00"	S 45°45'57" E	21.21'
C15	23.56'	15.00'	90°00'00"	S 44°14'03" W	21.21'
C16	23.56'	15.00'	90°00'00"	N 45°45'57" W	21.21'
C17	38.00'	47.05'	70°56'19"	S 53°45'54" W	44.10'
C18	276.32'	60.00'	263°52'12"	N 41°56'06" W	69.27'
C19	62.00'	141.63'	130°53'04"	N 15°13'08" E	112.78'
C20	62.00'	20.09'	18°33'49"	N 89°56'31" E	20.00'
C21	62.00'	128.73'	118°57'32"	S 21°17'48" E	106.82'
C22	173.00'	257.17'	86°10'24"	S 46°38'51" W	234.14'
C23	173.00'	14.12'	4°52'31"	S 01°32'23" W	14.72'
C24	62.00'	15.52'	14°20'24"	S 06°21'02" W	15.48'
C25	62.00'	62.39'	57°39'20"	N 42°21'12" E	59.79'
C26	62.00'	146.31'	135°12'17"	N 22°23'52" W	114.65'
C27	62.00'	28.74'	26°33'47"	N 58°29'10" E	28.49'
C28	227.00'	63.40'	16°00'00"	N 07°11'11" E	63.19'
C29	227.00'	2.35'	0°35'32"	S 15°29'00" W	2.35'
C30	227.00'	203.94'	51°28'28"	S 41°30'59" W	197.15'
C31	227.00'	87.08'	21°58'49"	N 78°14'38" E	86.55'
C32	82.00'	222.23'	155°16'48"	N 45°47'37" W	180.20'
C33	17.50'	13.92'	45°35'05"	S 23°33'29" E	13.56'
C34	17.50'	13.92'	45°35'05"	N 22°01'38" E	13.56'
C35	17.50'	13.92'	45°35'05"	S 23°33'29" E	13.56'
C36	17.50'	13.92'	45°35'05"	N 22°01'38" E	13.56'
C37	62.00'	11.37'	10°30'36"	S 43°26'15" W	11.36'
C38	62.00'	20.36'	18°49'09"	N 80°35'28" E	20.27'

SURVEY TIE FROM	WELL NAME	BEARING	DISTANCE
NW CORNER	AVEY #11-9	S 31°54'06" E	1027.28'
N1/4 CORNER	FITZSIMMONS #35C-9H2	S 48°29'15" W	1500.32'
N1/4 CORNER	FITZSIMMONS #35C-9H2	S 46°19'16" W	1409.62'
N1/4 CORNER	FITZSIMMONS #35N-9H2	S 42°12'56" W	787.63'
N1/4 CORNER	FITZSIMMONS #36N-9H2	S 41°08'47" W	700.02'

LEGEND

FOUND SECTION CORNER	ADJOINER PARCEL LINE
CALCULATED SECTION CORNER	SECTION LINE
WITNESS CORNER	QUARTER SECTION LINE
PROPERTY CORNER FOUND AS NOTED	RIGHT OF WAY LINE
POINT OF INTERSECTION	CENTERLINE RIGHT OF WAY
PROPERTY CORNER SET AS REBAR W/ 1" YELLOW PLASTIC CAP STAMPED "PLS 38780"	FILING BORDER KEY MAP
BLOCK NUMBER	FILING BORDER SHEETS
LOT NUMBER KEY MAP	PROPOSED RIGHT OF WAY LINE
	PROPOSED LOT LINE
	PROPOSED 6' GAS EASEMENT LINE
	PROPOSED 8' ELECTRIC EASEMENT LINE
	PROPOSED 8' UTILITY EASEMENT LINE
	PROPOSED 10' UTILITY EASEMENT LINE
	PROPOSED 20' WATER EASEMENT LINE
	PROPOSED 40' UTILITY EASEMENT LINE
	PROPOSED TRAIL

LEGEND OF SYMBOLS BASED ON GIS INFORMATION OBTAINED FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION (COGCC) AS OF NOVEMBER 4, 2020

● PRODUCING WELL PER COGCC
□ ABANDONED WELL PER COGCC

SCALE: 1"=150'

DATE: 07/08/22

JOB NO.: ECI FITZSIMMONS

DRAWN: JAH

REV: 4

AFE: NO

REV. #

1

2

3

4

REVISION DATE

REVISE PER CITY COMMENTS

REVISE PER CITY COMMENTS

REVISE PER CITY COMMENTS

REVISE PER CITY COMMENTS

CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC

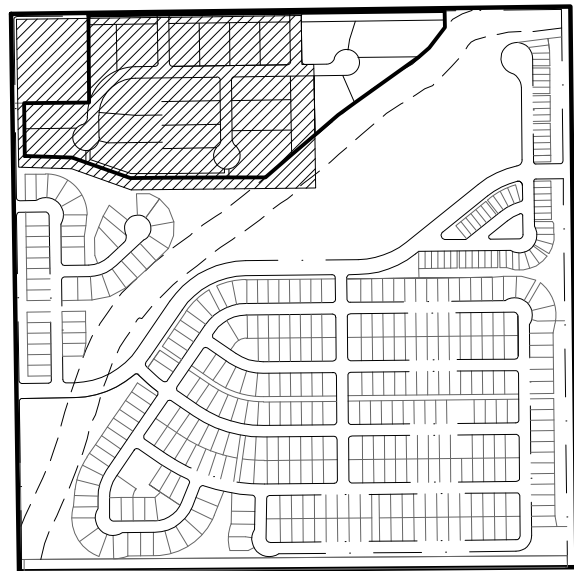
Acklam, Inc.

133 S. 27th Avenue
Brighton, CO 80601

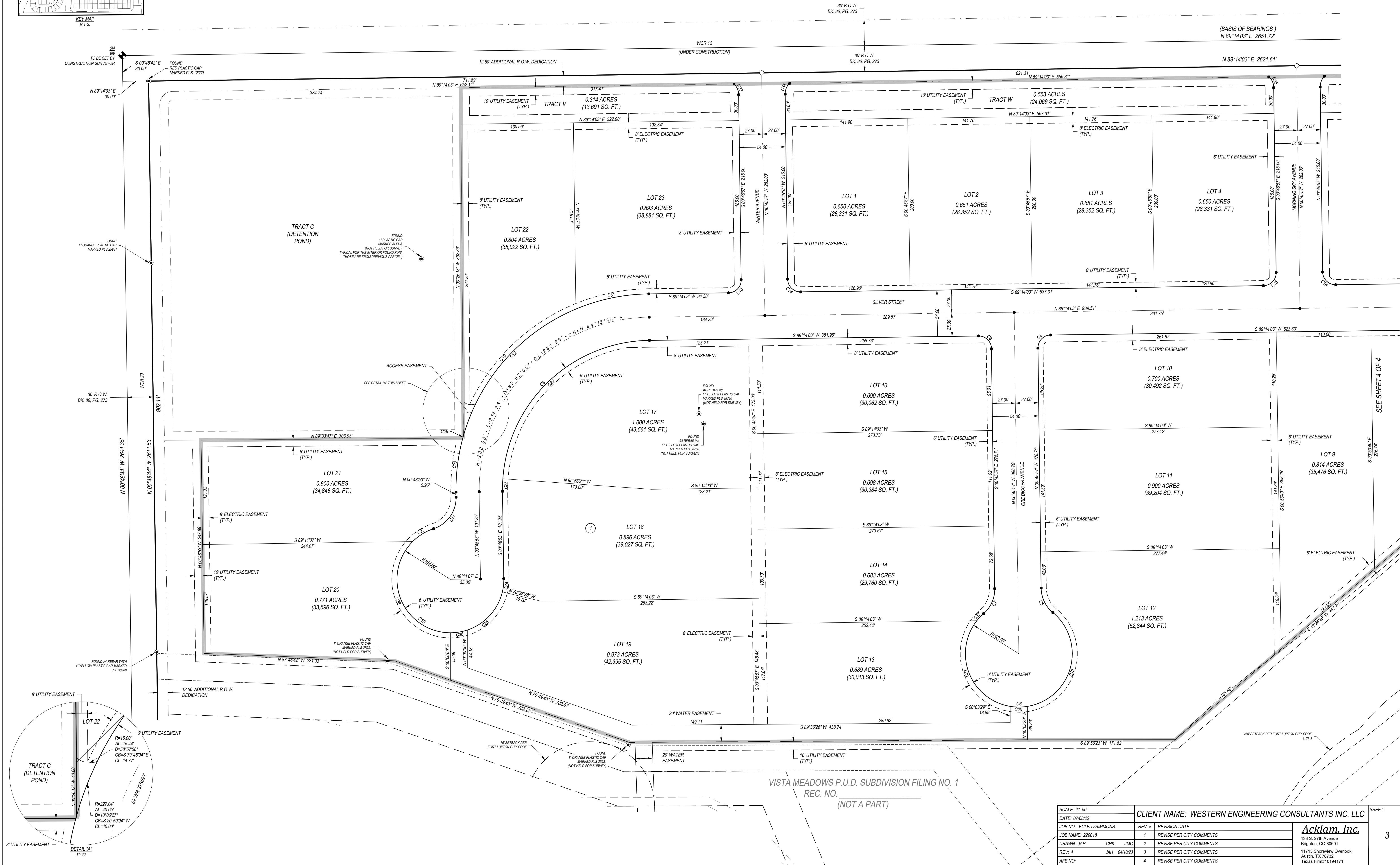
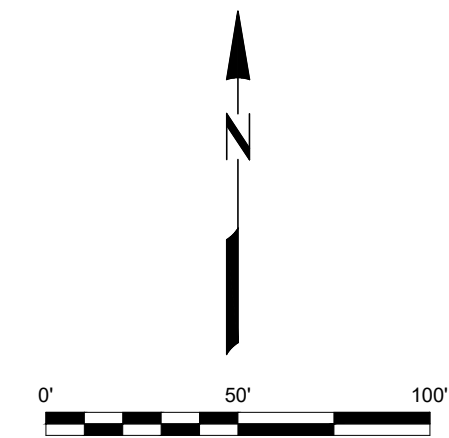
11713 Shoreview Overlook
Austin, TX 78732
Texas Firm#10184171

SHEET:

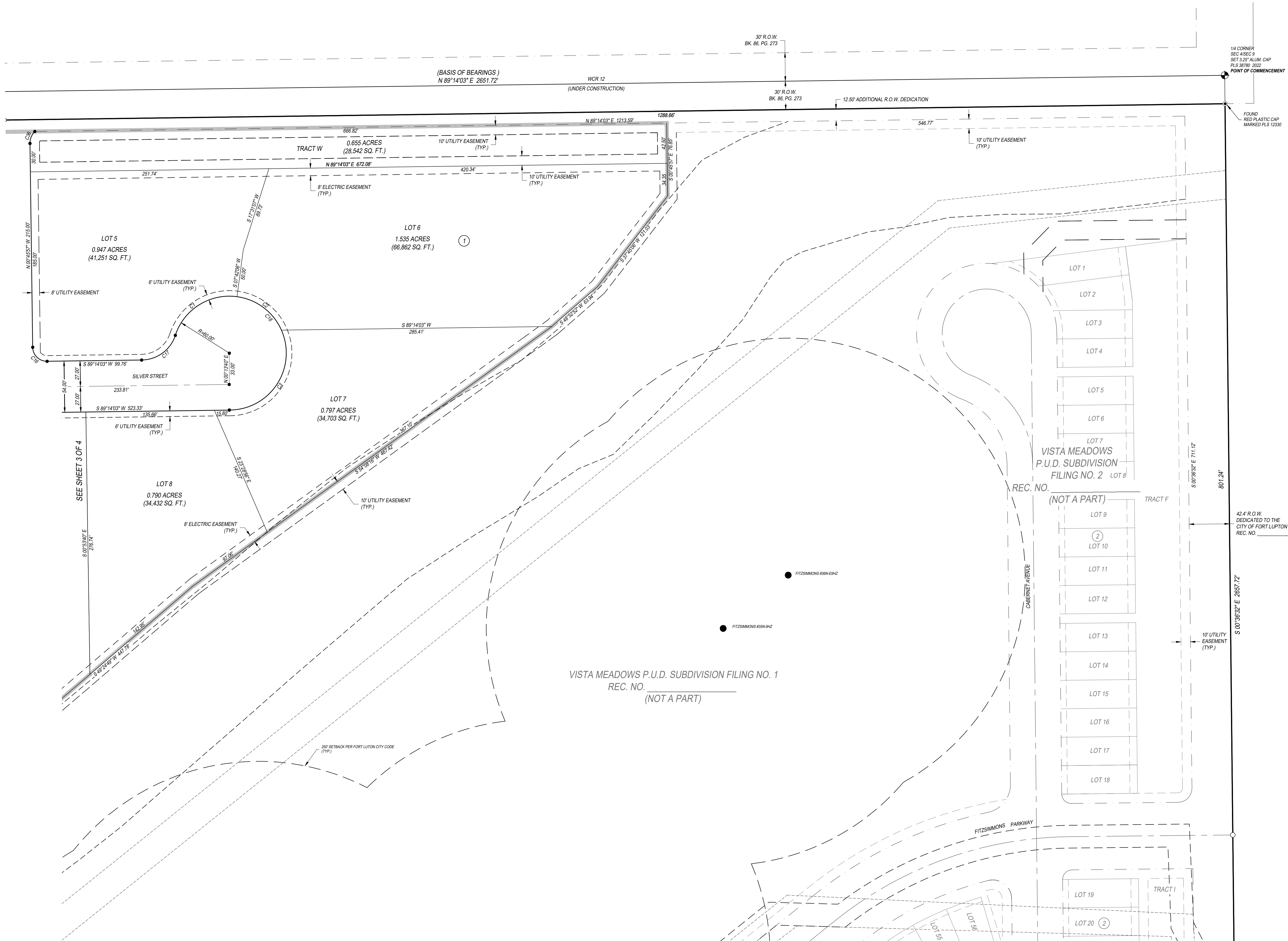
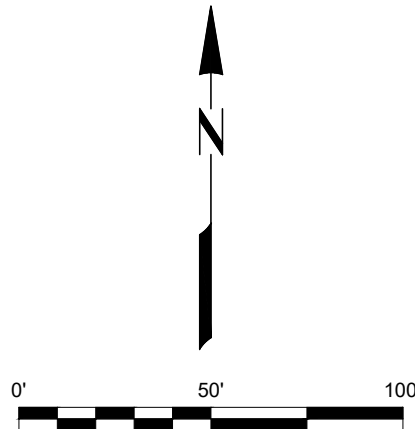
2 OF 4



VISTA MEADOWS P.U.D. SUBDIVISION FILING NO. 5
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003



VISTA MEADOWS P.U.D. SUBDIVISION FILING NO. 5
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
PROJECT NO. LUP2022-0022 AND PLAN NO. FPL2022-0003



SCALE: 1"=50'		CLIENT NAME: WESTERN ENGINEERING CONSULTANTS INC. LLC			SHEET:	
DATE: 07/08/22						
JOB NO.: ECI FITZSIMMONS		REV. #	REVISION DATE		Acklam, Inc. 133 S. 27th Avenue Brighton, CO 80601 11713 Shoreview Overlook Austin, TX 78732 Texas Firm#10194171	4 OF 4
JOB NAME: 229018		1	REVISE PER CITY COMMENTS			
DRAWN: JAH CHK: JMC		2	REVISE PER CITY COMMENTS			
REV: 4 JAH 04/10/23		3	REVISE PER CITY COMMENTS			
APP: NO:		4	REVISE PER CITY COMMENTS			



CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on the 23rd day of May, 2023, a true and correct copy of the foregoing Notice of Public Hearings for the Vista Meadows Preliminary and Final Plat was sent via United States Mail, postage pre-paid, to the following addresses:

AGUIRRE MIREYA	AYALA MARCO ANTONIO CEJA
2405 VALLEY SKY ST	2217 MONTE VISTA ST
FORT LUPTON, CO. 80621	FORT LUPTON, CO 80621
BARBOZA JOSE LUIS MORALES	BARRON ANTONIO
522 TWILIGHT CT	2272 MONTE VISTA ST
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
BECERRA MIGUEL ANGEL LICEA	BINDER AMBER MARIE
2214 MONTE VISTA ST	2353 VALLEY SKY ST
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
C3 CONSTRUCTION MANAGEMENT	CHAVEZ OMAR
CO INC	533 TWILIGHT CT
515 JERRY ST	FORT LUPTON, CO 80621
CASTLE ROCK, CO 80104	
CHURCHES CODY D	CORY TEVI MARGO
509 TWILIGHT CT	2328 VALLEY SKY ST
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
GASSER DANIEL BRIAN	GOW WILLIAM JAMES
2209 MONTE VISTA ST	2206 MONTE VISTA ST
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
HALL KENNETH STEVEN	HOAG MARK WILLIAM
2221 MONTE VISTA ST	2429 VALLEY SKY ST
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
IRSIK SUSAN M	ISLAS EUGENIO MARTIN GURZA
517 TWILIGHT CT	2404 VALLEY SKY ST
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
JOHNSON BENJAMIN JACOB	JONES KAITLIN
2345 VALLEY SKY ST	555 TWILIGHT CT
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
KEATE BRIAN	KENNERLEY JENNIFER LYNNE
2428 VALLEY SKY ST	2436 VALLEY SKY ST
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
KIMMEN STEPHANIE	KING LLC
2205 MONTE VISTA ST	1840 OXFORD DR
FORT LUPTON, CO 80621	CHEYENNE, WY 82001
LOPEZ BRITTANY	MACIAS EVA EMILIA
2344 VALLEY SKY ST	542 TWILIGHT CT
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
MEDINA-VERA AMPELIO	MENDES MYKEL MANUEL LEE
2412 VALLEY SKY ST	2421 VALLEY SKY ST
FORT LUPTON, CO 80621	FORT LUPTON, CO 80621
MONDRAGON JEFFREY JOSEPH	MONGE AMANDA MARIE

Fort Lupton

COLORADO

2336 VALLEY SKY ST
FORT LUPTON, CO 80621
MONTANO JULIA ELIZABETH
2226 MONTE VISTA ST
FORT LUPTON, CO 80621
MORALES CARLOS JOSE
2413 VALLEY SKY ST
FORT LUPTON, CO 80621
OCHS KAYDEE
2444 VALLEY SKY ST
FORT LUPTON, CO 80621
RAMOS BERNARDINO ARPERO
524 MORNING TIDE AVE
FORT LUPTON, CO 80621
ROSARIO JOHN MICHAEL
2262 MONTE VISTA ST
FORT LUPTON, CO 80621
SLINGER ROBERT
501 TWILIGHT CT
FORT LUPTON, CO 80621
STONEBACK JASON WAYNE
4461 COUNTY ROAD 31
FORT LUPTON, CO 80621
VIGIL SHAINA UNIQUE
525 TWILIGHT CT
FORT LUPTON, CO 80621
WESTOVER ELLEN ELIZABETH
2218 MONTE VISTA ST
FORT LUPTON, CO 80621

2437 VALLEY SKY ST
FORT LUPTON, CO 80621
MOONEY KATEY L
565 TWILIGHT CT
FORT LUPTON, CO 80621
NOYOLA MIGUEL ANGEL
2352 VALLEY SKY ST
FORT LUPTON, CO 80621
RAMIREZ ERIK CARRILLO
2420 VALLEY SKY ST
FORT LUPTON, CO 80621
ROSALES RODRIGO ALEXANDER RUIZ
571 TWILIGHT CT
FORT LUPTON, CO 80621
SANCHEZ GERARDO OCTAVIO MIRANDA
572 TWILIGHT CT
FORT LUPTON, CO 80621
SOWELL MICHAEL JOE
2320 VALLEY SKY ST
FORT LUPTON, CO 80621
TRONCOSO EDGAR
592 TWILIGHT CT
FORT LUPTON, CO 80621
WEDEL ALEXANDER
562 TWILIGHT CT
FORT LUPTON, CO 80621
WUEBKER KAYLA MARIE
2312 VALLEY SKY ST
FORT LUPTON, CO 80621


City Official



Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortluptonco.gov

Sign Posting Affidavit

Vista Meadows Preliminary Plat

Project No. LUP2022-0022

PPL2022-0004



Facing North on C.R. 12



Facing West on C.R. 29

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 17 day of May, 2023.

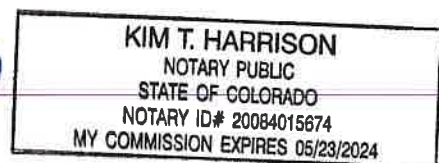
J.R. Osborne

Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by JR Osborne this 17 day of May, 2023. Witness my hand and seal.

My commission expires 5/23/2024.

Kim T. Harrison
Notary Public



(SEAL)

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

City of Fort Lupton Legals***
130 S McKinley Avenue
Fort Lupton CO 80621

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Weld } ss

This Affidavit of Publication for the Fort Lupton Press, a weekly newspaper, printed and published for the County of Weld, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 5/18/2023, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Fort Lupton Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 5/18/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-725145

Carla Bethke
Notary Public
My commission ends April 11, 2026

CARLA BETHKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004025550
MY COMMISSION EXPIRES APRIL 11, 2026

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 Vista Meadows Preliminary Plat, this application includes 4 parcels. The project is located south and adjacent to County Road 12, and east and adjacent to County Road 29 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, June 8, 2023, at 6:00 P.M., and before the City Council on Tuesday, June 20, 2023, 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

ALL OF THAT PARCEL DESCRIBED IN A WARRANTY DEED TO JOHN F. FITZSIMMONS AND CYNTHIA J. FITZSIMMONS, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3449195, AND ALL OF PARCEL II AS DESCRIBED IN A SPECIAL WARRANTY DEED TO FTL LAND ASSEMBLY, L.L.P., A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 4688892. SAID PARCELS ARE LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 01 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9, AS MONUMENTED BY A SET 3.25 INCH ALUMINUM CAP MARKED "PLS 38750 2022", THENCE SOUTH 00°48'44" EAST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 30.00 FEET;

THENCE NORTH 89°14'03" EAST, 30.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 30.00 FEET, TO A FOUND RED PLASTIC CAP MARKED "PLS 12330" AND THE POINT OF BEGINNING.

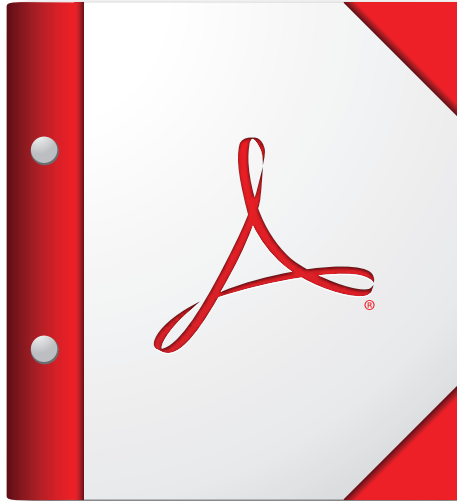
THENCE NORTH 89°14'03" EAST, ALONG THE SOUTH LINE OF THE THIRTY (30) FOOT RIGHT OF WAY FOR WELD COUNTY ROAD 12, 30.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 2621.61 FEET, TO A POINT ON THE EAST LINE OF SAID NORTHWEST ONE-QUARTER, SAID POINT BEING MONUMENTED BY A FOUND RED PLASTIC CAP MARKED "PLS 12330";

THENCE SOUTH 00°36'32" EAST, ALONG SAID EAST LINE, A DISTANCE OF 2627.72 FEET, MORE OR LESS, TO THE CENTER ONE QUARTER CORNER OF SAID SECTION 9, AS MONUMENTED BY A FOUND 3.25 ALUMINUM CAP MARKED "PLS 38046 2014"; THENCE SOUTH 89°35'20" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 2612.35 FEET, MORE OR LESS, TO A FOUND 1.5 INCH ALUMINUM CAP WITH ILLEGIBLE MARKINGS;

THENCE NORTH 00°48'44" WEST, ALONG THE EAST LINE OF THE THIRTY (30) FOOT RIGHT OF WAY FOR WELD COUNTY ROAD 12, 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 2611.53 FEET, TO THE POINT OF BEGINNING.

CONTAINING 157.379 ACRES 6,855,445 SQUARE FEET) OF LAND, MORE OR LESS.

Legal Notice No. FLP871
First Publication: May 18, 2023
Last Publication: May 18, 2023
Publisher: Fort Lupton Press



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SUBJECT FOR DISCUSSION

Award of Contract to Burns and McDonnell for Engineering Services for Phase 1 of the Elevated Water Storage Tank Design for an Amount Not to Exceed \$249,260.00 from the Utility Fund - Water Line Repairs

SUMMARY STATEMENT/BACKGROUND DISCUSSION

A Request for Qualifications (RFQ) for Elevated Water Tank - Engineering Services was issued January 5, 2023 with two firms submitting (Burns & McDonnell and Kimley Horn). Both firms were interviewed by a panel of City staff, with Burns and McDonnell scoring the highest in Statement of Qualifications (SOQ) and interview.

Burns and McDonnell is providing engineering services for the Elevated Water Storage project. The purpose of the Phase 1 work involves analyzing the City's existing potable water distribution system. The ultimate goal of the project is the elimination of the existing pump house at the tank farm and optimizing a plan for the ultimate distribution system.

We are pursuing an SRF loan with some principle forgiveness. The pre-qualification application has been submitted. This Phase 1 work will evaluate the existing water transmission and distribution system, complete field testing, perform demand forecast, and update WaterGEMS hydraulic model. The results of the Phase I would be used to assist the City in identification of capital improvement projects that should be considered to meet demand forecasts and/or alleviate the mechanical challenges currently experienced in the water distribution system.

FINANCIAL CONSIDERATIONS

The 2023 budget includes \$3,000,000 for WTP Expansion and \$5,000,000 for Pretreatment in the Utility Fund-WTP. The pretreatment project will not be occurring this year. The Water Treatment Plant Expansion Project is currently estimated to use \$7,400,000, leaving \$600,000 available in the water treatment Utility Fund budget.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the contract award to Burns & McDonnell
- B. Reject agreement and contract with another firm.
- C. Delay action on the contract to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approving award of the contract to Burns and McDonnell for an amount not to exceed \$249,260.00.

- Attachments:**
- a. Contract Agreement – Burns & McDonnell
 - b. Proposal (Exhibit A and B)

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



City of Fort Lupton, Colorado

Public Works Department

Public Works Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton, Colorado** (hereinafter "City") and **Burns & McDonnell Engineering Company, Inc.** (hereinafter "CONSULTANT").

WHEREAS, the parties hereto agree in consideration of the covenants, payments and agreements set forth herein as follows:

1. **SCOPE OF SERVICES.** Consultant shall perform the services included in the scope of work set forth and incorporated herein as **Exhibit A**. Consultant confirms it possesses all necessary professional licenses and is in good standing with the State of Colorado. Further, Consultant states it possesses professional liability insurance.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth in the Consultant's Scope of Work attached hereto as **Exhibit A**. In the event of any conflict between any of these documents, this document shall control.

3. **PERIOD OF SERVICE AND SCHEDULE.** The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. Consultant's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. Consultant shall make reasonable efforts to comply with deliverable schedules and consistent with Consultant's professional responsibility.

4. **CONTRACT SUM.** The City shall pay to the Consultant for performance and completion of the work encompassed by this Agreement, and the Consultant will accept as full compensation therefore the sum of not to exceed **Two Hundred Forty Nine Thousand Two Hundred Sixty Dollars \$249,260.00**, as set forth in the Work Breakdown Structure and Fee Schedule attached hereto as **Exhibit B**, and subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the work by the City, in its sole discretion, including completion by the Consultant of any review corrections as determined by the City.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be

performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Consultant in writing, that lawful appropriations to cover the costs of this additional work has been made and the change order is approved by the City in its sole discretion in writing. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and Consultant.

6. AMENDMENT/NO ASSIGNMENT. No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement. Consultant's services will be performed solely for the benefit of City and not for the benefit of any other persons or entities. Neither City nor Consultant shall assign or transfer interest in this Agreement without the written consent of the other.

7. COMPLETE AGREEMENT. This Agreement, and the exhibits hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein.

8. COMPUTER PROGRAMS OR MODELS. Any use, development, modification, or integration by Consultant of computer software modeling programs does not constitute ownership or a license to City to use or modify such computer software modeling programs.

9. ELECTRONIC MEDIA AND DATA TRANSMISSIONS.

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for City information and convenience only. Such media or transmissions are not to be considered part of Consultant's instruments of service. Consultant, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. Consultant shall not be liable for loss or damage directly or indirectly, arising out of City's use of electronic media or data transmissions.

10. DOCUMENTS. All documents prepared by Consultant pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by City or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by City or others without written verification, adaptation, and permission by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

In the event that Consultant is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, City represents that City either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will

be responsible for any infringement claims by others. Consultant will use professional judgement and analysis related to any documents produce by others for the City, for which Consultant shall rely on to perform and complete its services.

11. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS. Estimates, schedules, forecasts, and projections prepared by Consultant relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Consultant's experience, qualifications, and judgment as a professional. Since Consultant has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Consultant does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Consultant.

12. POLLUTION. In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon Consultant in performing such services, to the maximum extent allowed by law, City agrees to release, defend, indemnify and hold harmless Consultant and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of City and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by Consultant's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

13. ON-SITE SERVICES.

A. Project site visits by Consultant during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make Consultant responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the contract documents.

B. City shall disclose to Consultant the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by Consultant's employees or subcontractors. If any hazardous wastes not identified by City are discovered after a Project is undertaken, City and Consultant agree that the scope of services, schedule, and compensation may be adjusted

accordingly. City agrees to release Consultant from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site

14. TERMINATION. Services may be terminated by City or Consultant by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, City shall pay Consultant all amounts due for all services properly rendered and accepted by the City.

15. SEVERABILITY. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion of this Agreement will be deleted and the remaining provisions of the Agreement shall continue in full force and effect.

16. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

17. OSHA REQUIREMENTS. Consultant agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Consultant shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. Consultant acknowledges and agrees that with respect to the scope of work under this contract, it shall comply with all obligations and assume all responsibilities for its actions regarding all OSHA rules and regulations.

18. 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.

19. INDEPENDENT CONTRACTOR. Consultant is a separate, legal entity from the City and the parties make this Agreement accordingly with the understanding that Consultant at all times is acting as an independent contractor and not an employee or agent of the City. All persons retained by Consultant to perform services pursuant to this Agreement shall be employees or independent contractors of Consultant and are not employees, contractors or agents of the City. Consultant does not have the authority to bind the City by contract or otherwise.

20. FORCE MAJEURE. Neither party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, pandemics, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, instances affecting public health including pandemics, acts of God or acts, omission, or delays in acting or acts by any governmental authority. Provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

21. INDEMNIFICATION BY CONSULTANT. Consultant shall indemnify the City from any damages to the extent caused by negligence, including but not limited loss, expenses, or injury to persons or damage to third-party property in the performance of services by Consultant or its subconsultants pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees. To the extent allowed by law, City will require all construction contractors to indemnify, defend, and hold harmless City and Consultant from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

22. STANDARD OF CARE.

a. The standard of care for all services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, under this Agreement, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

b. Re-performance of services that fail to meet the standard of care shall be Engineer's sole obligation and City's sole remedy.

23. LIMITATION OF LIABILITY. To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Consultant, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to City and anyone claiming by, through or under City, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of Consultant, its officers, directors,

employees, agents or consultants, or any of them, SHALL NOT EXCEED the total compensation actually received by Consultant under this Agreement. The parties agree that specific consideration has been given by the Consultant for this limitation and that it is deemed adequate.

In no event will Consultant be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of City, or governmental fines or penalties.

24. **MUTUAL WAIVER OF SUBROGATION.** City and Consultant waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of Consultant's services. If the services result in a Construction Phase, a provision similar to this shall be incorporated into all Construction Contracts entered into by City, and all construction Contractors shall be required to provide waivers of subrogation in favor of City and Consultant for damage or liability covered by any construction Contractor's policy of insurance.

25. **LIABILITY INSURANCE**

1. **Comprehensive General Liability**

a. The Consultant shall purchase and maintain a Comprehensive General Liability Insurance Policy and such other insurance that is appropriate for the work being performed and furnished and shall provide protection from claims set forth hereinbelow which may arise out of or result from the Consultant's performance and furnishing of the work and the Consultant's other obligations under the Contract Documents, whether performed or furnished by the Consultant, by any Subconsultant, by anyone directly or indirectly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable:

- i. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- ii. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultant's employees;
- iii. Claims for damages because of bodily injury, sickness or disease, or the death of any person other than the Consultant's employees;
- iv. Claims for damages insured by personal injury liability coverage which are sustained:
 - a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Consultant; or

- b)** by any other person for any other reason;
 - i.** Claims for damages, other than to the Work itself, because of injury to or the destruction of tangible property wherever located, including the loss of use resulting therefrom;
 - ii.** Claims for damages because of bodily injury or the death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- (a)** The insurance required shall include the specific coverages, and be written for the limits of liability and coverages specified or required by Colorado Law, whichever is greater.
 - i.** Workers' Compensation and related coverages:
 - a)** State of Colorado Statutory
 - b)** Applicable Federal Statutory
 - c)** Employer's Liability \$ 100,000 each accident
 \$ 500,000 disease, policy limit
 \$ 100,000 disease, each employee
 - (b)** The Consultant's Comprehensive General Liability Insurance Policy shall include:
 - i.** General Aggregate \$ 1,000,000
 - ii.** Personal and Advertising Injury \$ 500,000
 - iii.** Each Occurrence (Bodily Injury and Property Damage) \$ 500,000
 - iv.** Excess or Umbrella Liability Bodily Injury and Property Damage \$ 2,000,000
 Retention \$ 10,000
- 2. Automobile Liability**
Combined Single Limit of \$ 2,000,000
- 3. Professional Liability**
Limits of Liability:

Aggregate \$ 4,000,000
Per Claim \$ 1,000,000

26. APPROVAL REQUIRED. This Agreement is subject to the final approval of the Fort Lupton City Council and signature by the Mayor of Fort Lupton.

EXECUTED THIS _____ DAY OF _____, **2023.**

CITY OF FORT LUPTON, COLORADO

BY: **Zo Hubbard**

TITLE: **Mayor**

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

BY: _____

TITLE: _____

May 19, 2023

Mr. Roy Vestal
Public Works Director
City of Ft. Lupton
130 S. McKinley Ave
Fort Lupton, CO 80621

Re: Proposal to offer professional services for Phase 1 – Water Master Planning related to the City of Fort Lupton Elevated Water Storage Tank Engineering Services Project (FTL2023-02)

Dear Roy:

The City of Fort Lupton (city) desires to construct a new elevated water storage tank and connect it to the existing water distribution system. The new 3-million-gallon-elevated water storage tank (final size to be identified) is intended to provide system redundancy and alleviate some mechanical challenges currently experienced in the water distribution system. The new tank would include the design and construction of a pump station and waterlines to fill the tank and connect the tank to the existing distribution system. The tank siting has been previously evaluated and modeled using the Bentley WaterGEMS water distribution modeling platform (by others) but has yet to be finalized for detailed design. The City is looking to identify the optimal project to meet the system's needs and develop a detailed design of the tank, pump station, and associated distribution and/or transmission piping.

Phase I:

After further discussion with the City, it was identified that phasing of the project should be performed to provide a better understanding of the existing water distribution system and slated capital improvement projects (CIP), including the elevated storage tank. Phase I is intended to evaluate the existing water transmission and distribution system, complete field testing, perform demand forecast, and update WaterGEMS hydraulic model. The results of the phase I would be utilized to assist the City in the identification of capital improvement projects that should be considered to meet demand forecasts and/or alleviate the mechanical challenges currently experienced in the water distribution system. It is anticipated that the elevated tank or other selected project if identified to be needed, would be designed in subsequent design phases.

Burns & McDonnell is pleased to have been selected by the City to offer professional services for the Elevated Water Storage Tank Engineering Services (FTL2023-02). We propose to complete the professional services requested by the City of Fort Lupton in a phased approach starting with *Phase I* for a not to exceed fee of \$249,260 and in accordance with the terms and conditions of the Professional Services Agreement.

We hope that our proposal to provide professional services for the Elevated Water Storage Tank Engineering Services (FTL2023-02) - Phase I Water Master Plan is acceptable to the City. As always, after your review, we are pleased to further discuss and then formalize our scope and fee to best to meet your expectations and project goals.



City of Ft. Lupton

May 19, 2023

Page 2

It is our great privilege to continue to serve the City of Fort Lupton. If you should have any questions or comments, please do not hesitate to reach me at kglebrasse@burnsmcd.com or (720) 592-3417.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kyle LeBrasse".

Kyle LeBrasse, P.E. – Project Manager

Attachments: Scope of Services and Fee

cc: Jason Schaefer – Regional Global Practice Manager

Scope of Services

PROJECT NAME:

Elevated Water Tank Engineering Services
City of Fort Lupton

The City of Fort Lupton (city) desires to construct a new elevated water storage tank and connect it to the existing water distribution system. The new 3-million-gallon-elevated water storage tank (final size to be identified) is intended to provide system redundancy and alleviate some mechanical challenges currently experienced in the water distribution system. The new tank would include the design and construction of a pump station and waterlines to fill the tank and connect the tank to the existing distribution system. The tank siting has been previously evaluated and modeled using the Bentley WaterGEMS water distribution modeling platform (by others) but has yet to be finalized for detailed design. The City is looking to identify the optimal project to meet the system's needs and develop a detailed design of the tank, pump station, and associated distribution and/or transmission piping.

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After further discussion with the City, it was identified that phasing of the project should be performed to provide a better understanding of the existing water distribution system and slated capital improvement projects (CIP), including the elevated storage tank. Phase I is intended to evaluate the existing water transmission and distribution system, complete field testing, perform demand forecast, and update WaterGEMS hydraulic model. The results of the phase I would be utilized to assist the City in the identification of capital improvement projects that should be considered to meet demand forecasts and/or alleviate the mechanical challenges currently experienced in the water distribution system. It is anticipated that the elevated tank or other selected project if identified to be needed, would be designed in subsequent design phases.

The scope of services to perform Phase I Scope of Services are presented below:

TASK SERIES 100 – TEAM COLLABORATION & PROJECT MANAGEMENT

Task 101 - Project Kickoff Meeting (Workshop) with City of Fort Lupton Staff:

Burns & McDonnell will attend a project kickoff meeting to be held with City staff at the City offices.

The meeting will include a discussion of pertinent items for the project, such as:

- Present project background and overview, including project deliverables expected.
- Introduce key staff involved in the project, including City personnel who are to provide information/services.
- Identify lines of communication and project contacts (contact list to be developed).
- Identify available existing data and exchange.
- Discuss field testing plan.
- Discuss key issues and goals.
- Review the proposed project schedule and milestones.
- Other pertinent information.

Burns & McDonnell will prepare the kickoff meeting agenda and record/distribute meeting minutes with a decision log and a list of action items. Meeting minutes will be distributed via email.

Task 102 - Project Schedule & Schedule Updates:

Burns & McDonnell will develop and maintain the project schedule (in Microsoft Project) that will include relevant tasks/subtasks, milestones, critical path designation and a schedule for key progress meetings. The schedule will be updated monthly. The duration of this preliminary design work is expected to take approximately eight (8) months.

Task 103 – Weekly Design Project Management and Contract Administration:

Our team will perform weekly Project Management and Contract Administration tasks. These tasks include project staffing, project administration, project management, weekly project oversight of overall project organization and refinements in program administrative planning, QC process, and correspondence. The duration of this preliminary design work is expected to take approximately eight (8) months.

Task 104 - Regular Design Progress Meetings (Monthly):

Burns & McDonnell will prepare for, attend, and conduct regular progress meetings once a month to be held via MS Teams. The duration of phase I planning is expected to take approximately eight (8) months. Our team will review the current project status. Agendas and minutes prepared for each meeting will include action items and key project decision tables. Meeting minutes will be distributed via email.

Task 105 - Invoices (Monthly):

Burns & McDonnell will prepare and invoice the City monthly. Invoicing will include details with regards to hours charged, billing rates, and expenses. Time expected for this task includes the Project Manager to review the bill for accuracy and consistency with City of Fort Lupton billing policies and expectations. The phase I planning period for this work is expected to take approximately eight (8) months.

Task 106 – Quality Assurance and Quality Control Reviews:

Burns & McDonnell will perform quality control for the reports, technical memorandums, engineer's opinions of probable construction cost (EOPCC), and system modeling. Burns & McDonnell has an established, formalized quality control program that is described herein and is mandatory on all projects. A copy of our corporate quality control manual is available upon request.

TASK SERIES 200 – DATA COLLECTION & BACKGROUND REVIEW

Task 201 – Review of Background Data and Documents:

Burns & McDonnell will prepare and data request and evaluate available historical data, existing record documents, hydraulic models, and any other pertinent information provided by the City of Fort Lupton pertaining to the existing water distribution system. The review will include pertinent items for the project, such as:

- As-built record drawings
- GIS mapping (pipe installed data and material, valves, hydrants, pump stations and tanks)
- Utility maps including Key Maps
- Existing Pump Station SCADA Data (Pressures, Flows, Set Points)
- Operational controls used to operate the distribution system
- Meter data, including at a minimum, the top ten (or more) water users
- Population projections
- Demand projections, if available
- Pressure zones and boundary locations
- Land use data

- Existing reports and previous master plans
 - Existing EDC Pressure Analysis Report
- WaterGEMS model files

Task 202 - Conduct Stakeholder Interviews (Engineering Staff & Operators):

Burns & McDonnell will conduct up to two (2) one-hour (1-hr) interview meetings with City of Fort Lupton Staff and other key project stakeholders as necessary. The intent of the interview meetings will be to gain intel on the existing system, existing system storage, storage requirements, system operation, hydraulic concerns, and project drivers/goals of the project stakeholders. The interview meetings will be held at the City offices. The list of interviewees will be developed in coordination with the City. Agendas and minutes prepared for each meeting will include action items and key project decision tables. Meeting minutes will be distributed via email.

TASK SERIES 300 - HYDRAULIC MODELING & WATER MASTER PLAN

Task 301 - Review Existing City's Hydraulic model:

Burns & McDonnell will review and establish familiarity with the City WaterGEMS hydraulic model (developed by others). Burns & McDonnell will simultaneously collect and review the current water system geodatabase for hydraulic model integration to build hydraulic model from the ESRI ArcGIS environment. Burns & McDonnell will prepare and distribute a Data Gap email to the City based on the information in the model that summarizes any additional data that may be necessary to support system model development. The data gap will first be compared to data received in Task 201.

Task 302 – GIS Update & Hydraulic Model Development:

Burns & McDonnell, after review of the existing Hydraulic model, will perform model updates and/or model development, if needed based on condition of the existing Hydraulic model. This task series is expected to include the following components:

- Convert available CADD files and transcribe supplemental hard copy drawings and maps of the water distribution system into ArcGIS where data gaps are identified in Task 301.
- Organization of GIS asset data layer and development of a geometric network.
- Skeletonization of the model with water mains greater than or equal to four inches in diameter and any smaller water mains required for system connectivity to replicate distribution service to the customers will be performed.
- Assign topography across linear and vertical water distribution system assets including water mains, storage, pumping facilities, and other appurtenances in the model.

Task 303 – Water Connectivity Workshop:

Burns & McDonnell will conduct a water main connectivity workshop and review integrated mapping based from available data sets. An agenda and minutes will be prepared for the workshop and will include action items and key project decision tables. Meeting minutes will be distributed via email.

Task 304 – Geocode Annual Average Water Demand

Burns & McDonnell will evaluate a recent and representative year from customer billing system data to geocode annual average water demand.

Task 305 – Perform Field Testing and Model Calibration:

Burns & McDonnell will support the City in the data collection for the calibration of the model. A field test plan will be developed by Burns & McDonnell for City review and will include the following:

- Data collection for high service pumping status (on/off), flow, suction pressure or water pumping level, discharge pressure, and ground storage levels in the distribution system from City's SCADA system in 30-minute intervals for a period of seven days.
- Conduct up to 30 hydrant tests or up to four days of tests, whichever is reached first. One day of field testing may include a focus area to be determined with the City.
- Deploy data loggers (up to 14 data loggers) for pressure recording in the distribution system during seven-day data collection period.
- Conduct site visits to high-service pump stations, the tank farm, and other hydraulic appurtenances in the distribution system and summarize control features, sizing characteristics, standard operating procedures, and review concerns and/or issues of City's staff relevant to model calibration efforts.

Burns & McDonnell will debug the model and create a working hydraulic model of the existing water distribution system based on field testing. Integration of operational control boundaries and/or parameters for model calibration will be formed. The model will be calibrated based on SCADA data points, data loggers, and fire hydrant test data. Burns & McDonnell will prepare calibration tables comparing measured field test data with model results for each fire hydrant test, the pressure at data logger locations, and associated SCADA points with flow and pressure.

Task 306 –Hydraulic Analysis Criteria and Level of Service:

Burns & McDonnell will coordinate with City to select the following criteria based on mid-tier goals and minimum acceptable performance:

- Minimum storage requirement and associated volumetric storage allocations for equalization, fire, and emergency reserves.
- Level of redundancy desired for elevated storage.
- Pumping capacity of high service pump station(s) at point of entry to distribution system.
- Velocity and headloss criteria for transmission and distribution system water mains.
- Redundancy and reliability of distribution system capacity at critical crossings (e.g. highway/railroad crossings)
- Maximum and minimum pressures under normal service and minimum pressure under fire service conditions; minimum fire flow requirements.
- Level of service relative to pumping capacity and water demand conditions (i.e. average day and maximum day).

Task 307 - Diurnal Analysis:

Burns & McDonnell will coordinate with City to identify and select the following criteria:

- Identify peak hour, minimum hour, and equalization storage factors for each 24-hour period within a seven-day field period captured by City's SCADA system and pressure recoding devices:
 - Prepare distribution system diurnal patterns from SCADA data for each pressure zone.
 - Prepare a representative 24-hour diurnal pattern from SCADA data
- Sequester large users from customer billing data and prepare representative average day and peak seasonal diurnal patterns if data granularity is available from the City. Criteria for large user status shall be identified by total annual customer sales by volume and/or by higher annual average day customer sales based on the frequency distribution of the data set. Threshold for higher annual average day sales to be identified upon review of the customer billing data set used utilized for geocoding.

- Integrate large user diurnal patterns into the model for water age simulations of the existing distribution system under average and maximum day demand conditions.

Task 308 - Water Demand Projections for Distribution Service:

Burns & McDonnell will coordinate with City to identify and select the following criteria:

- Review historical water usage and customer consumption data and recommend a population-based or a meter-based water demand projection method based on available historical customer billing data format, data completeness, perceived accuracy, and input from City staff.
- Project population and/or customer meters by class and develop a range of draft water demand projections based on the selected water usage methodology:
 - Evaluate historical seasonal demand patterns with normalized deviations for precipitation and weather during peak demand seasons to determine the need and degree of a dry-year water usage demand multiplier.
 - Determine nonrevenue water component based on recent historical annual highs and/or 12-month rolling average defined as the difference between metered supply sources (water treatment plant) and customer billing data.
 - Work with City to determine anticipated and/or known changes in existing large user water demands and timing.
 - Work with City to determine water demand allowance for large new customers and timing within City's water service area.
 - Wholesale customer water demands shall represent the maximum flow condition contractually obligated by City (e.g. Hudson) to supply that are in effect as of the date this agreement.
- Work with the City to select a water demand project
 - Water demand projections evaluated with the model shall include the current year, 10-year planning period, and a buildout or appropriate planning horizon identified with the City during the project.

Task 309 – Water Master Planning Workshop:

Burns & McDonnell will conduct a water distribution system master planning workshop with City Staff to identify items required to complete the Water Distribution System Master Planning (Task 310). An agenda and minutes will be prepared for the workshop and will include action items and key project decision tables. Meeting minutes will be distributed via email.

Task 310 - Water Distribution System Master Planning:

Burns & McDonnell will:

- Work with City's staff to identify growth areas and associated schedule within the 10-year and 20-year planning periods.
 - Use available land use mapping to spatially allocate customer projections by customer class where available. Develop spatial allocation of water demands associated with growth areas. Growth areas can include, but are not limited to, the following types:
 - Redevelopment areas within the existing water service area.
 - Undeveloped areas within the existing water service area.
 - Peripheral growth in areas beyond the existing water service area.
- Develop water demands based on the water usage methodology selected in the Water Demand Projection in Task 308 for the growth areas.
 - Review opportunities for efficiencies of service which could affect distribution system redundancy/resiliency and under-served areas such as single point of failure instances.

- Transcribe the growth scenarios and water demand projections to the 10-year and buildout or appropriate planning horizon scenarios into the model.

Task 311 – Perform Distribution System Hydraulic Modeling:

Burns & McDonnell will perform the following for the Existing System:

- Evaluate water distribution system hydraulics for strengths and weaknesses based on the hydraulic criteria and level of service under static model simulations for the maximum day, peak hour on the maximum day, minimum hour on the maximum day plus tank replenishment, and maximum day plus fire flow demand conditions.
- Develop an extended period simulation (EPS) in the model to evaluate water age in the distribution system. Determine the average water age in the distribution system under average day and maximum day demands.
- Determine the ability of the recommended capital improvement projects in the distribution system to provide adequate levels of service under critical main failure; up to three critical main failure scenarios to be evaluated and Burns & McDonnell to work with the City in defining critical mains.

Burns & McDonnell will perform the following for the 10- year and buildout or appropriate planning horizon periods (x10 model runs):

- Evaluate water distribution system hydraulics for the same demand conditions and identify capacity relief projects and capital improvement projects required to deliver the demand projections as it relates to water mains in the distribution system, transmission mains, storage, and pumping.

Task 312 - Storage Evaluation:

Burns & McDonnell will:

- Evaluate and compare available storage and effective storage volumes in the distribution system.
- Evaluate storage requirements including reserves for equalization, fire, flow, and emergency service for the existing and projected water demands and identify surplus/deficit status.
- Identify demand trigger(s) to supplement storage deficit(s) with sizing recommendations for additional storage in the distribution system within the respective planning periods evaluated in the model.

Task 313 - Engineer's Opinion of Probable Construction Cost:

Burns & McDonnell will:

- Develop planning-level unit cost data for linear improvements in the distribution system. Work with the City and review historical bids in the development of unit cost data.
- Capital cost components shall include planning-level estimates for construction, engineering, and contingency.
- Prepare opinions of probable cost for recommended capital improvement projects required to deliver the demand projections as it relates to water mains in the distribution system, transmission mains, storage, and pumping.
- Improvements will be categorized as distribution or supply and include following implementation triggers:
 - Water Distribution: hydraulic, development, fire flow, small mains, operational, and redundancy and resiliency.

- Supply Demand: supply-demand and water quality.
- Work with City to develop prioritization (priority rankings) for capital improvement projects across different categories and prioritization for each trigger within their respective category.
- Prepare a comprehensive prioritized listing of all capital improvement projects arranged by planning period.
 - Each linear water distribution system capital improvement projects will include a one-page summary including thumbnail location map, opinion of probable cost, trigger, priority level, and planning period.
- Integrate other projects identified by the City in the capital improvements plan; City to deliver associated reports, project scheduling, and cost of other projects to Burns & McDonnell. Burns & McDonnell is not responsible for, nor will provide any independent validation, of these projects, costs, or other associated details.

Burns and McDonnell will provide cost data in the form of engineer's opinion of probable cost (EOPCC). The cost data will be a Class 5 EOPCC supported by Burns & McDonnell's in-house construction estimating team and will also be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Significant assumptions will be included for reference.

Task 314 – Water Master Plan Report:

Burns & McDonnell will prepare a draft report and deliver an electronic copy to City for review and comment. The report will include key items identified during the project such as project background, modeling, and key recommendations and findings. After City comments have been incorporated, the report will be finalized.

Task 315 – Water Master Plan Review Workshop:

Burns & McDonnell will conduct a water master plan draft report review workshop with City Staff to discuss the findings and recommendations within the Draft Water Master Plan Report (Task 314). An agenda and minutes will be prepared for the workshop and will include action items and key project decision tables. Meeting minutes will be distributed via email. The Water Master Plan Report will then be finalized and delivered to the City.

Phase II (Elevated Storage Tank, if needed):

TASK SERIES 400 - PRE-DESIGN REPORT AND CONCEPTUAL DESIGN

To Be Determined (TBD) upon completion of Phase I

TASK SERIES 500 – DETAILED DESIGN

To Be Determined (TBD) upon completion of Phase I

TASK SERIES 600 – BID PHASE SERVICES

To Be Determined (TBD) upon completion of Phase I

Responsibilities of City:

1. Attend project kickoff meeting and other meetings & workshops indicated in the Scope of Services.
2. Automated meter reading data as requested for large water users.

3. Provide fire flow and duration requirements and a copy of the most current Insurance Services Office (ISO) report.
4. Convey any known or perceived issues with the distribution system with respect to water quality (i.e. taste and odor, low disinfectant residual, etc.), low and/or high pressure, low fire flow, closed valves, chronic water main break areas, etc.
5. Written operational description of the water distribution system with respect to high service pumping and tank levels and any specific conditions relative to system demands (i.e. average day, daily peaking, maximum day). Describe demand conditions for seasonal operation of distribution system facilities, if any.
6. Provide the water system GIS files and record documents for any improvements and/or water mains in place that are not in GIS.
7. Provide five years of monthly metered water consumption (total gallons) for every customer from the billing system; additional customer data shall include classification and meter address. Data for each year shall be provided in a separate Excel file. A geodatabase format is preferred for meter location; else meter address can be included in Excel files.
 - a. Provide list of known customers that are not metered; include customer class and location.
8. Provide historical summary report of annual billed customer consumption and metered WTP pumping. Provide historical maximum day and average day demands and include date (maximum day) it occurred if available.
9. Sample SCADA data for seven consecutive days at 1-minute intervals in Excel for review. Same data shall be provided for seven consecutive days that spans the field-testing efforts. Data points shall include the following:
 - a. Water treatment plant (WTP) high service pump station: pump status (on/off), pump speed, pump flow, total flow, discharge pressure, and suction pressure.
 - b. Distribution system: ground storage tank levels and any other pressure monitoring locations in the distribution system.
 - c. Booster pump stations: suction pressure, discharge pressure, and flow.
10. Provide the following information:
 - a. Water Treatment Plant (WTP) record drawings, expansion plans, high service pump curves, pump type, discharge elevation, impeller elevation, and tank data including volume, head range, and base elevation.
 - b. Ground storage tank data including as-built plans, volume, shape, head range, elevations, and diameter. Provide volume and level data in a table, if available.
 - c. Provide existing historical water quality data monitored in the distribution system.
11. Wholesale customer meter locations and current contractual water supply agreement.

12. Work with Burns & McDonnell to develop and approve the water demands selected for master planning and hydraulic modeling efforts.
13. Provide available land use planning information, list and location of known development areas and associated customer classes, and anticipated schedule of growth for master planning efforts. Work with Burns & McDonnell to develop and approve the master planning efforts including new growth and redevelopment areas, type of growth with respect to customer classes, and anticipated timing/schedule of these growth opportunities. Similar information with respect to large water use customers.
14. Provide access and assistance during field testing.
15. Other information as requested by Burns & McDonnell throughout the duration of the project.
16. Review the draft report and provide comments.

Assumptions/Exclusions for Water Master Planning:

1. The City will assist Burns & McDonnell in identify modeling scenarios to be performed. A scenario may represent different tank, pump station and pipeline site, different demand conditions, or a combination of the two.
2. The Mater Plan does not include condition assessment (desktop or otherwise), risk analysis, valve criticality analysis.

City of Fort Lupton
Elevated Water Tank Engineering Services (FTL2023-02)
Phase I - Water Master Plan
Work Breakdown Structure and Fee Schedule

Activity	Project Manager	Modeling Lead	Water Modeling, Geociding, Demand Allocation	Technical Advisor/ Quality Control	BMcD Total Labor		Expenses (Including Data Logger Equipment Rental)	Total Cost
	Kyle LeBrasse, PE	David Ecklund, PE	Corrie Kissner	Saša Tomić, Ph.D., PE Ryan Scott, PE Paul St. Aubyn				
	Hours	Hours	Hours	Hours	Hours	Cost	Direct	
TASK SERIES 100 – TEAM COLLABORATION & PROJECT MANAGEMENT								
Task 101 - Project Kickoff Meeting (Workshop) with City of Fort Lupton Staff	4	4	6		14	\$2,756	\$110	\$ 2,866
Task 102 - Project Schedule & Schedule Updates (Monthly, 8 months assumed)	8				8	\$1,976	\$80	\$ 2,056
Task 103 - Weekly Design Project Management & Contract Administration	64				64	\$15,808	\$630	\$ 16,438
Task 104 - Regular Design Progress Meetings (Monthly)	8	8	16		32	\$6,104	\$240	\$ 6,344
Task 105 - Invoices (Monthly)	8				8	\$1,976	\$80	\$ 2,056
Task 106 - Quality Assurance and Quality Control Reviews	4	4		100	108	\$29,768	\$1,190	\$ 30,958
Sub-Total Series 100	96	16	22	100	234	\$58,388	\$2,330	\$60,718
TASK SERIES 200 – DATA COLLECTION & BACKGROUND								
Task 201 – Review of Background Data and Documents	2	8	40		50	\$8,174	\$330	\$ 8,504
Task 202 - Conduct Stakeholder Interviews (Engineering Staff & Operators)	6	6	10		22	\$4,282	\$170	\$ 4,452
Sub-Total Series 200	8	14	50	0	72	\$12,456	\$500	\$12,956
TASK SERIES 300 - HYDRAULIC MODELING & WATER MASTER PLAN								
Task 301 - Review Existing City’s Hydraulic model	1	4	6		11	\$2,015	\$80	\$ 2,095
Task 302 – GIS Update & Hydraulic Model Development	1	12	40		53	\$8,807	\$350	\$ 9,157
Task 303 – Water Connectivity Workshop	4	4	6		14	\$2,756	\$110	\$ 2,866
Task 304 – Geocode Annual Average Water Demand	2	8	16		26	\$4,622	\$180	\$ 4,802
Task 305 – Perform Field Testing and Model Calibration	2	20	60		82	\$13,774	\$14,550	\$ 28,324
Task 306 –Hydraulic Analysis Criteria and Level of Service	2	8	16		26	\$4,622	\$180	\$ 4,802
Task 307 - Diurnal Analysis	2	10	28		40	\$6,838	\$270	\$ 7,108
Task 308 - Water Demand Projections for Distribution Service	2	40	80		122	\$21,134	\$850	\$ 21,984
Task 309 – Water Master Planning Workshop	4	4	8		16	\$3,052	\$120	\$ 3,172
Task 310 - Water Distribution System Master Planning	2	20	40		62	\$10,814	\$430	\$ 11,244
Task 311 – Perform Distribution System Hydraulic Modeling	2	40	180		222	\$35,934	\$1,440	\$ 37,374
Task 312 - Storage Evaluation	2	16	32		50	\$8,750	\$350	\$ 9,100
Task 313 - Engineer’s Opinion of Probable Construction Cost	2	16	48		66	\$11,118	\$440	\$ 11,558
Task 314 – Water Master Plan Report	4	24	80		108	\$18,108	\$720	\$ 18,828
Task 315 – Water Master Plan Review Workshop	4	4	8		16	\$3,052	\$120	\$ 3,172
Sub-Total Series 300	36	230	648	0	914	\$155,396	\$20,190	\$175,586
TASK SERIES 400 - PRE-DESIGN REPORT AND CONCEPTUAL DESIGN								
To Be Determined (TBD) upon completion of Phase					0	\$0	\$0	\$ -
Sub-Total Series 400	0	0	0	0	0	\$0	\$0	\$0
TASK SERIES 500 – DETAILED DESIGN								
To Be Determined (TBD) upon completion of Phase					0	\$0	\$0	\$ -
Sub-Total Series 500	0	0	0	0	0	\$0	\$0	\$0
TASK SERIES 600 – BID PHASE SERVICES								
To Be Determined (TBD) upon completion of Phase					0	\$0	\$0	\$ -
Sub-Total Series 600	0	0	0	0	0	\$0	\$0	\$0
Project Subtotals	140	260	720	100	1,220	\$226,240	\$23,020	\$249,260
Project Total								\$249,260

- Notes:
1. Meetings include the preparation of meeting agendas and meeting minutes. Meeting documents will include a decision log and an action item logs.
 2. Assumes workshops will be held in person at the City Offices and progress meetings will be held virtually via MS Teams, unless noted otherwise.
 3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subconsultants, the client shall pay the cost to Burns & McDonnell plus 10%.
 - 4.The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
 - 5.The rates shown above are effective for services through December 31, 2024, and are subject to revision thereafter.



SUBJECT FOR DISCUSSION

Approval of the Revised Subdivision Improvements Agreement between the City of Fort Lupton and GAO Holdings, LLC, for the Vista Meadows Filing No. 1 Final Plat.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This Subdivision Improvement Agreement was drafted for the Vista Meadows - Filing No. 1 (LUP2022-0022) approved by City Council on March 15, 2022, which is located south of CR 12, immediately west of CR 29.5.

Improvements are for the construction of water, non-potable water and sanitary sewer main extensions, roadway construction, landscape and storm drainage system improvements, as well as offsite improvements. Approximate cost of this agreement for construction is \$21,440,100.00 in eight phases of development.

This agreement includes payments for the reimbursement agreement with Mountain Sky for extension of the water mains and S. College Avenue roadway improvements.

Resolution 2022R025, approved by Council on March 15, 2022 requires the applicant to enter into a Subdivision Improvements Agreement. This version of the agreement has been coordinated between the developer and City staff.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the Resolution with GAO Holdings LLC.
- B. Do not approve Resolution.

STAFF RECOMMENDATIONS

Staff recommends approval of this revised Subdivision Improvement Agreement between the City of Fort Lupton and GAO Holdings, LLC to replace the previously approved agreement.

Attachments:

- a) Exhibit A - SIA Filing I Public Improvements
- b) Exhibit B –Phasing Improvements Schedule
- c) Exhibit C - Cost of Improvements
- d) Exhibit D – Cost of Landscape Improvements

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



Public Works Department
130 S. McKinley Avenue Phone: 720.466. 6694
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortluptonco.gov

Exhibit A

**SUBDIVISION IMPROVEMENT AGREEMENT
FOR
VISTA MEADOWS**

THIS AGREEMENT is made and entered into this _____ day of _____, by _____ and _____ between the CITY OF FORT LUPTON, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," and **GAO Holdings, LLC.**, hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, the Developer submitted a Planned Unit Development for the Subdivision entitled Vista Meadows, Case No. LUP2022-0022 (the "PUD"), which PUD depicts the proposed project (the "Development") to be constructed by Developer on the property depicted on the PUD, which is the "Subject Property"; and

WHEREAS the PUD was approved by the City of Fort Lupton City Council on March 15, 2022 by Resolution No. 2022R025 with condition of approval I.C. requiring a Subdivision Improvements Agreement; and

WHEREAS the Developer has submitted a Subdivision Plat for the Development entitled Vista Meadows approved by the City of Fort Lupton City Council on _____, 2023 by Resolution No. _____.

WHEREAS the Developer desires to submit subsequent Subdivision Plats for the Development (the "Additional Filings") subject to the terms, conditions, and agreements of the PUD; and

WHEREAS, Developer is required to construct certain public improvements (the "Improvements") as a condition of PUD and subdivision approval for the Development; and

WHEREAS, Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a subdivision agreement for public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder; and

WHEREAS, Section 17-23(f)(7) of the City of Fort Lupton Municipal Code requires that the installation of the required public improvements be guaranteed in the form of letter of credit, cash, or other suitable means, which have been approved by the City Attorney.

NOW, THEREFORE, in consideration of the foregoing, the Parties promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Development Obligation. Developer shall be responsible for performance of the covenants set forth herein. Unless as otherwise amended within this agreement, the Developer shall be responsible for performance of all requirements in this agreement.

1.2 Engineering and Surveying Services. Developer agrees to furnish, at its expense, all necessary engineering and surveying services relating to the design layout and construction of the improvements (the "Improvements") depicted on **Exhibit "B", Exhibit "C" and Exhibit "D"** attached hereto and fully incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law, and shall conform to the standards and criteria for public improvements as established and approved by the City as of the date of submittal to the City.

1.3 Construction Standards. Developer shall construct all Improvements required by this Agreement, in accordance with plans and specifications approved in writing by the City, in conformance with all applicable codes and ordinances as adopted by the City, and in full conformity with the City's construction and specifications applicable at the time of actual construction.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to or rendered by the City Administrator, or his designee, who shall have general responsibility for coordinating development with Developer.

1.5 Construction Acceptance and Warranty. No later than ten (10) days after the Improvements are completed, Developer shall request and the City shall provide inspection by the City. If Developer does not request this inspection within ten (10) days of completion of the Improvements, the City may conduct the inspection without the approval of Developer. Developer shall provide "as-built" drawings no later than thirty (30) days after the Improvements are completed. If the Improvements completed by Developer are satisfactory, the City shall grant construction acceptance ("Construction Acceptance") within ten (10) days of the Developer's submission of "as-built" drawings, which shall be subject to final acceptance ("Final Acceptance") as set forth herein. If the Improvements completed by Developer are unsatisfactory, the City shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Construction Acceptance within ten (10) days from the date of City inspection. Developer shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Developer does complete the repairs, replacements, construction or other work required, Developer shall request a re-inspection of such work within ten (10) days to determine if Construction Acceptance can be granted. The City shall provide either Construction Acceptance or written notice of additional repairs, replacements, construction or other work required to receive Construction Acceptance within ten (10) days of the re-inspection date. The City shall issue no certificate of occupancy until the City has granted the Construction Acceptance.

1.6 Final Acceptance. At least thirty (30) days before one (1) year has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Developer shall request a Final Acceptance inspection. The City shall inspect the Improvements and shall notify the Developer in writing of all deficiencies and necessary repairs. After Developer has corrected all deficiencies and made all necessary repairs identified in said written notice, the City shall issue to Developer a letter of Final Acceptance.

1.7 Testing and Inspection.

(a) At all times during construction of the public improvements, the City shall have access to inspect materials and workmanship, and all materials and work not conforming to the approved plans and specifications shall be repaired or removed and replaced at Developer's expense so as to conform to the approved plans and specifications.

(b) The Developer will be responsible for oversight of the construction of the public improvements. The Developer shall solicit and retain a third-party engineer or inspector, solely at Developer's cost, to perform oversight, provided the engineer/inspector's qualifications are approved by the City prior to commencement of construction of the public improvements. The Developer will provide the resume of a Civil Engineer, or other qualified inspector(s), of the construction and installation of such improvements before construction may begin. The City Engineer or the City's designee shall determine the amount of oversight required, after consultation with the Developer.

(c) All testing required by the City's *"Standards and Specifications for the Design and Construction of Public Improvements"* shall be the responsibility of the Developer. All test reports shall be provided to the City Engineer.

(d) All work shown on the Improvements plans requires inspection by the City. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m. During the hours listed above and except as otherwise provided for in advance, inspections shall be scheduled a minimum of three (3) business days in advance.

1.8 Indemnification and Release of Liability. Developer agrees to defend, indemnify and hold harmless the City, its officers, employees, agents or servants, and to pay any and all judgments rendered against said persons on account of any suit, actions or claim caused by, arising from, or on account of acts or omissions by the Developer, its officers, employees, agents, consultants, contractors and subcontractors; provided, however, that Developer's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the City. Said obligation of Developer shall be limited to suits, actions or claims based upon conduct prior to Final Acceptance by the City of the construction work. Developer acknowledges that the City's review and approval of plans for development of the Subject Property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Developer or third parties is assumed by such review approval.

1.9 Insurance. Developer shall furnish to the City upon request proof thereof that all employees and contractors engaged in the construction of Improvements are covered by adequate Worker's Compensation Insurance and Public Liability Insurance.

1.10 OSHA Requirements. Developer agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Developer's Contractor shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. Developer acknowledges and agrees that with respect to the scope of work under this contract, Developer's Contractor shall comply with all obligations and assume all responsibilities for its actions as required by all OSHA rules and regulations. The Contractor shall adhere to all federal, state and local safety and health regulations, laws and ordinances and shall comply with all obligations and assume all responsibilities imposed upon the "controlling contractor" as such term is defined and construed under all OSHA rules and regulations.

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-Way, Easements and Permits. Before the City may approve construction plans for any Improvements herein agreed upon, Developer shall acquire, at its own expense, all rights-of-way and easements depicted on the Plat, as required by the City for the construction of the Improvements. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by deed, easement, license, agreement in form and substance acceptable to the City Administrator or the Administrator's designee. All title documents shall be recorded at the Developer's expense.

3.0 INFRASTRUCTURE IMPROVEMENTS

3.1 Public Improvements

The Developer agrees to construct phased public improvements (the "Improvements"), within the Subdivision, depicted on **Exhibit "B"** attached hereto and fully incorporated herein by this reference. The Developer shall be responsible for providing the City with a Security Bond, Letter of Credit, or cash deposit with the City (the "Security") guaranteeing installation of the Improvements that are not completed prior to issuance of the first building permit for each Filing. The amount shall be one hundred twenty-five percent (125%) of the applicable phased estimated cost of the required Improvements per approved Construction Drawings. The City may accept portions of the Improvements, reducing the Security for each portion completed and accepted by the City, to no less than twenty-five percent (25%) of the actual or estimated construction costs, whichever is greater, for each completed system. Each Improvement phase shall define a system, i.e. roadways system, sewer system, water system. The remaining twenty-five percent (25%) percent for each system shall be retained to secure the Developer's warranty during the designated warranty period. A warranty period of two (2) years shall apply to all public improvements. The City shall release or return the Security to the Developer within Thirty (30) days of receipt of the Conditional Acceptance as provided in paragraph 1.5 herein, less the twenty-five percent (25%) of construction costs to be retained during the warranty period. Upon Final Acceptance of the Improvements as provided in paragraph 1.6 herein, the twenty-five percent (25%) Security retained during the warranty period shall be released or returned to the Developer within Thirty (30) days of issuance of the Final Acceptance.

3.2 Non-Potable Water Public Improvements

The Developer will construct non-potable water main improvements (the “NPW”) for the purposes of providing raw water to the Development for landscape irrigation. Construction and probationary acceptance of the NPW shall entitle the Developer to the Raw Water Equivalents per Paragraph 6.4 of this Agreement. No tap fees shall be incurred for the NPW on any lot in the Development; however, applicable meter costs shall be applied per the current meter fee schedule at the time of building permit application for each individual lot.

3.3 Offsite Infrastructure Improvements

The Developer agrees to provide construction of certain improvements located outside of the Subdivision (the “Offsite Improvements”) depicted on **Exhibit “C”** attached hereto and fully incorporated herein by this reference. Certificate of Occupancy for lots within the subdivision shall not be issued until offsite improvements are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Offsite Improvements, or portion thereof, for improvements that do not have construction acceptance at the time of recording. Surety in the amount of 25% shall be provided, at the time of recording, for improvements that have received construction acceptance under the terms of this agreement. The Offsite Improvements shall be constructed so as to coincide with installation of the onsite infrastructure improvements for the Subdivision. The Offsite Improvements are summarized as follows:

- Filing 1 - CR 12 south side improvements.
CR 29.5 street improvements
 - Storm detention and Storm sewer Outfall
 - Sanitary sewer connection to the north
- Filing 3 - CR 29 street improvements

3.4 LANDSCAPE, PARK AND TRAIL IMPROVEMENTS

The Developer agrees to construct certain Landscape, Park and Trail improvements located within the Subdivision (the “Landscape, Park and Trail Improvements”) per the approved P.U.D. referenced as **Exhibit “D”** attached hereto and fully incorporated herein by this reference, as part of the Improvements. No more than thirty (30) building permits for lots within any phase of development shall be issued until the Landscape, Park and Trail improvements for that phase of development are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Landscape, Park and Trail Improvements as shown on **Exhibit “D”** for improvements that do not have construction acceptance at the time of application for the thirty-first (31st) building permit. It is understood by the City that Developer may, at its sole discretion, chose to provide Landscape, Park and Trail Improvements beyond those committed to in this Agreement and depicted on **Exhibit “D”**. City agrees that should Developer chose to provide additional improvements, said improvements shall be reviewed and approved by City staff and not subject to further approval by City Plan Commission or City Council.

4.0 SPECIFICATIONS.

All street improvements, curb, gutter and sidewalks and appurtenances thereto, water mains, sewer mains and stormwater improvements shall be constructed and installed so as to meet or exceed City-approved plans and specifications. All streets within the Subdivision shall be constructed to City Standards and Specifications per the approved Construction Plans and in conformance with the approved site-specific geotechnical study and pavement design. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations. Detention

pond improvements will be required to be constructed along with all other Improvements and in conformance with the approved drainage study for the Project.

5.0 OTHER REQUIREMENTS

5.1 Trash, Debris, Mud. Developer agrees that, during construction of the Development and Improvements described herein, Developer shall take any and all steps necessary to control trash, debris and wind or water erosion in the Development. Developer agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site into public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the City. If these requirements are not met, the developer will be responsible for reimbursing the City for any costs incurred by the City in mitigating impacts of trash, debris, and mud.

5.2 Erosion Control and Sedimentation Plan. Developer agrees to submit an erosion control and sedimentation plan for review and approval by the City Engineer prior to commencement of construction on the site. Each individual lot will require erosion control measures be taken. Colorado State permits required shall be the responsibility of the Developer.

5.3 Colorado Big Thompson (CBT) Water Shares or equivalent. Developer agrees to dedicate to the City the appropriate water required by the applicable City Codes and regulations and deliverable to the City Water Treatment Plant at the time of development. The City will not receive dedication or supply water service to the project until and unless the subject property is included within the Northern Colorado Water Conservancy District and Municipal Sub-District. The Developer may, at its discretion, elect to pay cash-in-lieu to the City to satisfy the CBT water dedication requirement. Said cash-in-lieu payments will be made on a per-lot basis at the time of Final Plat recordation. Dedicated CBT water shares shall remain attached to platted lots.

5.4 Equivalent Shares. The City herein agrees that the Developer may satisfy the CBT Water Shares or equivalent requirement of Paragraph 6.3 by purchasing equivalents via cash-in-lieu at a cost of 25% of current market price per platted lot, in accordance with Resolution No. 2020R060. The current market price per CBT water share is \$60,000. For the purpose of this agreement, the cash-in-lieu price per platted lot shall be \$15,000 (25% of \$60,000) under the condition that Developer constructs a non-potable water system pursuant to paragraph 3.2 of this agreement. This cash-in-lieu price shall apply to all phases/filings within the subdivision so long as recordation of said filings occurs prior to July 18, 2026. The term of expiry for purchase of the Equivalent Shares Offer per this Paragraph shall be July 18, 2026. Any remaining lots to be platted at the expiration of the term shall be subject to the requirements of Paragraph 5.3 for satisfaction of CBT water dedication requirements at then current share price.

6.0 MISCELLANEOUS TERMS

6.1 Local Codes and Ordinances. In addition to any of the items listed in this Agreement, all construction in the Development is subject to all local Codes and Ordinances as adopted by the City subject to exceptions agreed or granted.

6.2 Recording of Agreement. The City shall record this Agreement at Developer's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and the City shall retain the recorded Agreement.

6.3 Binding Effect of Agreement. This Agreement shall run with the land included within the Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

6.4 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

6.5 Notices. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY: City of Fort Lupton
Attention: City Administrator
130 South McKinley Avenue
Fort Lupton, Colorado 80621

DEVELOPER: GAO Holdings, LLC.
515 Jerry Street
Castle Rock, CO 80104

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

6.6 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.

6.7 Force Majeure. Neither party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, pandemics, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, instances affecting public health including pandemics, acts of God or acts, omission, or delays in acting by any governmental authority. Provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

6.8 Approvals. Whenever approval or acceptance of a matter is required or requested of the City pursuant to any provisions of this Agreement, the City shall act reasonably in responding to such matter, and no such approval or acceptance shall be unreasonably withheld or delayed.

6.9 Title and Authority. Developer warrants to the City that it is the record owner of the Subject Property upon which the Development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants to have full power and authority to enter into this Agreement.

EXHIBIT B

Vista Meadows Phase Timing

Phase 1-	2024
Phase 2-	2024
Phase 3-	2025
Phase 4-	2025
Phase 5-	2026
Phase 6-	2026
Phase 7-	2027
Phase 8-	2027

Vista Meadows Improvement Phasing

Phase 1-

- CR 12 Improvements, less detached sidewalk and landscape
- Fitzsimmons Drive from CR 12 to S. Champion Ave, less detached sidewalk and landscape
- Detention pond grading and outfall, less emergency overflow structure, trickle channels, and forebays
- Offsite Sewer Improvements & Offsite Storm Channel Improvements
- Internal Phase improvements
- S APEX AVE/CROSSWIND ST B/W OSBORNE ST AND S CHAMPION AVE
- BASE ST B/W CROSSWIND ST & S CHAMPION AVE

Phase 2-

- Internal Phase Improvements
- S CABERNET AVE, MERLOT ST, PINOT PL IMPROVEMENTS

Phase 3-

- Internal Phase Improvements
- CROSSWIND ST B/W CHAMPION & S DOWNWIND AVE, BASE ST B/W CHAMPION & DOWNWIND AVE, DOWNWIND AVE B/W CROSSWIND & BASE ST
- Detention pond overflow structure, trickle channels, and forebays

Phase 4-

- Fitzsimmons Drive from S. Champion Ave to CR 29, less detached sidewalk and landscape
- CR 29 improvements from Fitzsimmons Parkway to CR 12, less detached walk and landscape
- Internal Phase Improvements
- OSBORNE ST FITZ-CHAMP, SLIPSTREAM S APEX-CHAMP, S APEX AVE OSBORNE-CHAMP

Phase 5-

- CR 12 detached sidewalk and landscaping
- CR 29 detached sidewalk and landscaping
- Fitzsimmons Drive sidewalk and landscaping
- Internal Phase Improvements
- Internal trail system for Phases 1-5
- OSBORNE ST CHAMP-DOWN, SLIPSTREAM ST CHAMP-DOWN, DOWNWIND AVE BASE/OSB-END

Phase 6 -

- Internal Phase Improvements
- S APEX AVE SLIP-GRACE ST, GRACE ST APEX-SLIP, FRANKLIN AVE FULL EXTENT, BLESSING ST FULL EXTENT
- CR 29 improvements south of Fitzsimmons Drive
- Internal trail system for Phase 6

Phase 7-

- Park Improvements
- Internal Phase Improvements
- S OUTLAW AVE FULL EXTENT, COWBOY CT FULL EXTENT
- Internal trail system for Phase 7

Phase 8-

- Internal Phase Improvements
- S WINTER AVE FULL EXTENTS, S MORNING SKY AVE FULL EXTENT, SILVER ST FULL EXTENT, S OREDIGGER AVE FULL EXTENT

Exhibit A

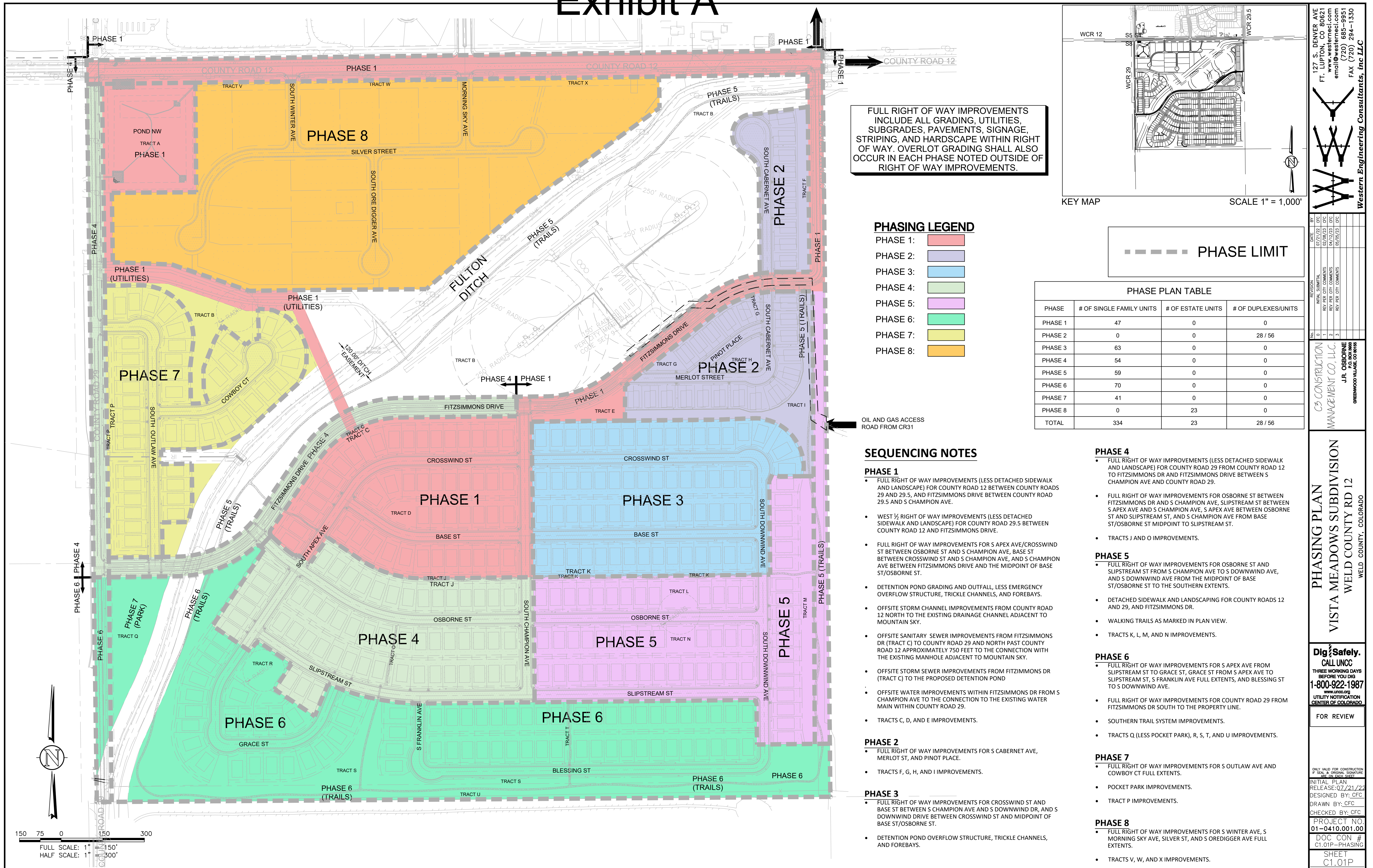


Exhibit C

VISTA MEADOWS SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 04/18/2023

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE , \$	TOTAL COST, \$
EARTHWORK & ROADWAY				
Phase 1				
Surface to Surface Earthwork Cut and temp stockpile as necessary - Estimated	cy	76,977	2.00	153,954
Surface to Surface Earthwork Cut to Fill (Assumed 10% shrink) - Estimated	cy	14,550	3.00	43,650
Pavement Section - Minor Collectors (CR 12, 29.5, & E 1/2 Fitzsimmons Dr) - 5" HMA	sy	13,861	50.00	693,039
Pavement Section - Local Residentials - 4" HMA (Hot Mix Asphalt)	sy	8,324	45.00	374,580
Structural Fill - Minor Collectors (CR 12, 29.5, & E 1/2 Fitzsimmons Dr) - 9" CDOT Class 6 or Approved Equal	cy	3,465	25.00	86,630
Structural Fill - Local Residentials - 9" CDOT Class 6 or Approved Equal	cy	2,081	25.00	52,025
Phase 2				
Surface to Surface Earthwork Cut to Fill (Assumed 10% shrink) - Estimated	cy	29,414	2.00	58,828
Surface to Surface Earthwork Fill from stockpile (Assumed 10% shrink) - Estimated	cy	24,644	3.00	73,932
Pavement Section - Local Residentials - 4" HMA (Hot Mix Asphalt)	sy	6,345	45.00	285,515
Structural Fill - Local Residentials - 9" CDOT Class 6 or Approved Equal	cy	1,586	25.00	39,655
Phase 3				
Surface to Surface Earthwork Cut and temp stockpile as necessary - Estimated	cy	80,300	2.00	160,600
Surface to Surface Earthwork Cut to Fill (Assumed 10% shrink) - Estimated	cy	257	3.00	771
Pavement Section - Local Residentials - 4" HMA (Hot Mix Asphalt)	sy	5,591	45.00	251,600
Structural Fill - Local Residentials - 9" CDOT Class 6 or Approved Equal	cy	1,398	25.00	34,944
Phase 4				
Surface to Surface Earthwork Cut to Fill (Assumed 10% shrink) - Estimated	cy	26,728	2.00	53,456
Surface to Surface Earthwork Fill from stockpile (Assumed 10% shrink) - Estimated	cy	11,570	3.00	34,710
Pavement Section - Minor Collectors (N 2/3 CR 29 & W 1/2 Fitzsimmons Dr) - 5" HMA	sy	9,891	50.00	494,528
Pavement Section - Local Residentials - 4" HMA (Hot Mix Asphalt)	sy	8,678	45.00	390,525
Structural Fill - Minor Collectors (N 2/3 CR 29 & W 1/2 Fitzsimmons Dr) - 9" CDOT Class 6 or Approved Equal	cy	2,473	25.00	61,816
Structural Fill - Local Residentials - 9" CDOT Class 6 or Approved Equal	cy	2,170	25.00	54,240
Phase 5				
Surface to Surface Earthwork Cut and temp stockpile as necessary - Estimated	cy	42,208	2.00	84,416
Surface to Surface Earthwork Cut to Fill (Assumed 10% shrink) - Estimated	cy	2,559	3.00	7,677
Pavement Section - Local Residentials - 4" HMA (Hot Mix Asphalt)	sy	6,745	45.00	303,505
Structural Fill - Local Residentials - 9" CDOT Class 6 or Approved Equal	cy	1,686	25.00	42,153
Phase 6				
Surface to Surface Earthwork Cut to Fill (Assumed 10% shrink) - Estimated	cy	10,430	2.00	20,860
Surface to Surface Earthwork Fill from stockpile (Assumed 10% shrink) - Estimated	cy	125,783	3.00	377,349
Pavement Section - Local Residentials - 4" HMA (Hot Mix Asphalt)	sy	8,887	45.00	399,905
Structural Fill - Local Residentials - 9" CDOT Class 6 or Approved Equal	cy	2,222	25.00	55,542
Phase 7				
Surface to Surface Earthwork Cut to Fill (Assumed 10% shrink) - Estimated	cy	5,408	2.00	10,816
Surface to Surface Earthwork Fill from stockpile (Assumed 10% shrink) - Estimated	cy	16,987	3.00	50,961
Pavement Section - Minor Collectors (S 1/3 WCR 29) - 5" HMA	sy	2,021	50.00	101,044
Pavement Section - Local Residentials - 4" HMA (Hot Mix Asphalt)	sy	5,420	45.00	243,920
Structural Fill - Minor Collectors (S 1/3 WCR 29) - 9" CDOT Class 6 or Approved Equal	cy	505	25.00	12,631
Structural Fill - Local Residentials - 9" CDOT Class 6 or Approved Equal	cy	1,355	25.00	33,878
Phase 8				
Surface to Surface Earthwork Cut and temp stockpile as necessary - Estimated	cy	2,884	2.00	5,768
Surface to Surface Earthwork Fill (Assumed 10% shrink) - Estimated	cy	11,302	3.00	33,906
Pavement Section - Local Residentials - 4" HMA (Hot Mix Asphalt)	sy	8,801	45.00	396,030
Structural Fill - Local Residentials - 9" CDOT Class 6 or Approved Equal	cy	2,200	25.00	55,004
SUBTOTAL				5,634,363

VISTA MEADOWS SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 04/18/2023

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE , \$	TOTAL COST, \$
CONCRETE				
Phase 1				
ADA Ramps	each	22	2,000	44,000
Curb & Gutter (24" Pan)	lf	7,978	25	199,450
4' Concrete Pan	lf	480	20	9,600
Concrete Sidewalk	sf	47,868	5	239,340
Phase 2				
ADA Ramps	each	8	2,000	16,000
Curb & Gutter (24" Pan)	lf	3,245	25	81,125
4' Concrete Pan	lf	80	20	1,600
Concrete Sidewalk	sf	19,470	5	97,350
Crushed Concrete Pathes (Alternatively CDOT Class 6 or Asphalt Millings)	sf	53,838	3	161,514
Phase 3				
ADA Ramps	each	20	2,000	40,000
Curb & Gutter (24" Pan)	lf	6,774	25	169,350
4' Concrete Pan	lf	400	20	8,000
Concrete Sidewalk	sf	40,644	5	203,220
Crushed Concrete Pathes (Alternatively CDOT Class 6 or Asphalt Millings)	sf	5,190	3	15,570
Phase 4				
ADA Ramps	each	28	2,000	56,000
Curb & Gutter (24" Pan)	lf	7,759	25	193,975
4' Concrete Pan	lf	360	20	7,200
Concrete Sidewalk	sf	46,554	5	232,770
Crushed Concrete Pathes (Alternatively CDOT Class 6 or Asphalt Millings)	sf	912	3	2,736
Phase 5				
ADA Ramps	each	14	2,000	28,000
Curb & Gutter (24" Pan)	lf	4,560	25	114,000
4' Concrete Pan	lf	160	20	3,200
Concrete Sidewalk	sf	27,360	5	136,800
Crushed Concrete Pathes (Alternatively CDOT Class 6 or Asphalt Millings)	sf	1,326	3	3,978
Phase 6				
Curb & Gutter (24" Pan)	lf	5,340	25	133,500
Concrete Sidewalk	sf	32,040	5	160,200
Phase 7				
ADA Ramps	each	6	2,000	12,000
Curb & Gutter (24" Pan)	lf	5,638	25	140,950
4' Concrete Pan	lf	120	20	2,400
Concrete Sidewalk	sf	33,828	5	169,140
Phase 8				
ADA Ramps	each	0	2,000	0
Curb & Gutter (24" Pan)	lf	0	25	0
4' Concrete Pan	lf	0	20	0
Concrete Sidewalk	sf	0	5	0
SUBTOTAL				2,682,968

VISTA MEADOWS SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 04/18/2023

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, \$	TOTAL COST, \$
WATER SYSTEM				
Phase 1				
Connection to Existing system	each	2	2,500	5,000
12" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (CR 12, 29.5, & E 1/2 Fitzsimmons Dr)	lf	4,630	60	277,800
8" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	lf	2,637	45	118,665
12" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (CR 12, 29.5, & E 1/2 Fitzsimmons Dr)	lf	4,490	60	269,400
8" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	lf	2,618	45	117,810
Fire Hydrants	each	14	3,500	49,000
6" DIP Hydrant Runs - each joint and fitting restrained - 5 ft bury	lf	400	100	40,000
3/4" Type K Copper Water service pipe	lf	2,010	40	80,400
Service line taps w/ tapping saddle	each	67	500	33,500
Meter Assembly	each	67	1,500	100,500
3/4" Irrigation Tap & Meter Assembly	each	67	3,500	234,500
3/4" HDPE	lf	2,010	25	50,250
12"x12" Restrained Tee w/ Thrust Block and 2-12" GV	each	2	5,000	10,000
12"x8" Restrained Tee w/ Thrust Block and 1-12" GV, 1-8" GV	each	9	5,000	45,000
12"x6" Restrained Tee w/ Thrust Block and 1-12" GV, 1-6" GV	each	9	5,000	45,000
8"x8" Restrained Tee w/ Thrust Block and 2-8" GV	each	4	3,500	14,000
8"x6" Restrained Tee w/ Thrust Block and 1-8" GV, 1-6" GV	each	5	3,000	15,000
12" 45 Degree Joint w/ Restraints and Thrust Block	each	4	1,000	4,000
12" 11.25 Degree Joint w/ Restraints and Thrust Block	each	12	1,000	12,000
8" 22.5 Degree Joint w/ Restraints and Thrust Block	each	4	500	2,000
8" 11.25 Degree Joint w/ Restraints and Thrust Block	each	8	500	4,000
12" Restrained Plug w/ Thrust Block	each	2	1,500	3,000
8" Restrained Plug and Thrust Block	each	13	1,000	13,000
Phase 2				
Connection to Existing system	each	4	2,500	10,000
8" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	lf	1,751	45	78,795
8" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	lf	1,707	45	76,815
Fire Hydrants	each	4	3,500	14,000
6" DIP Hydrant Runs - each joint and fitting restrained - 5 ft bury	lf	120	100	12,000
3/4" Type K Copper Water service pipe	lf	1,710	40	68,400
Service line taps w/ tapping saddle	each	57	500	28,500
Meter Assembly	each	57	1,500	85,500
3/4" Irrigation Tap & Meter Assembly	each	57	3,500	199,500
3/4" HDPE	lf	1,710	25	42,750
8"x8" Restrained Tee w/ Thrust Block and 2-8" GV	each	4	3,500	14,000
8"x6" Restrained Tee w/ Thrust Block and 1-8" GV, 1-6" GV	each	4	3,000	12,000
8" 45 Degree Joint w/ Restraints and Thrust Block	each	6	500	3,000
8" 22.5 Degree Joint w/ Restraints and Thrust Block	each	8	500	4,000
8" 11.25 Degree Joint w/ Restraints and Thrust Block	each	2	500	1,000
8" Restrained Plug and Thrust Block	each	1	1,000	1,000
Phase 3				
Connection to Existing system	each	4	2,500	10,000
8" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	lf	1,853	45	83,385
8" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	lf	1,837	45	82,665
Fire Hydrants	each	4	3,500	14,000
6" DIP Hydrant Runs - each joint and fitting restrained - 5 ft bury	lf	100	100	10,000
3/4" Type K Copper Water service pipe	lf	1,350	40	54,000

VISTA MEADOWS SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 04/18/2023

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, \$	TOTAL COST, \$
Service line taps w/ tapping saddle	each	45	500	22,500
Meter Assembly	each	45	1,500	67,500
3/4" Irrigation Tap & Meter Assembly	each	45	3,500	157,500
3/4" HDPE	lf	1,350	25	33,750
8"x8" Restrained Tee w/ Thrust Block and 2-8" GV	each	4	3,500	14,000
8"x6" Restrained Tee w/ Thrust Block and 1-8" GV, 1-6" GV	each	4	3,000	12,000
8" 45 Degree Joint w/ Restraints and Thrust Block	each	4	500	2,000
8" Restrained Plug and Thrust Block	each	2	1,000	2,000
Phase 4				
Connection to Existing system	each	6	2,500	15,000
12" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (N 2/3 CR 29 & W 1/2 Fitzsimmons Dr)	lf	1,750	60	105,000
8" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	lf	2,774	45	124,830
12" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (N 2/3 CR 29 & W 1/2 Fitzsimmons Dr)	lf	3,480	60	208,800
8" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	lf	2,746	45	123,570
Fire Hydrants	each	14	3,500	49,000
6" DIP Hydrant Runs - each joint and fitting restrained - 5 ft bury	lf	400	100	40,000
3/4" Type K Copper Water service pipe	lf	1,770	40	70,800
Service line taps w/ tapping saddle	each	59	500	29,500
Meter Assembly	each	59	1,500	88,500
3/4" Irrigation Tap & Meter Assembly	each	59	3,500	206,500
3/4" HDPE	lf	1,770	25	44,250
12"x12" Restrained Tee w/ Thrust Block and 2-12" GV	each	2	5,000	10,000
12"x8" Restrained Tee w/ Thrust Block and 1-12" GV, 1-8" GV	each	4	5,000	20,000
12"x6" Restrained Tee w/ Thrust Block and 1-12" GV, 1-6" GV	each	8	5,000	40,000
8"x8" Restrained Tee w/ Thrust Block and 2-8" GV	each	8	3,500	28,000
8"x6" Restrained Tee w/ Thrust Block and 1-8" GV, 1-6" GV	each	6	3,000	18,000
12" 22.5 Degree Joint w/ Restraints and Thrust Block	each	14	1,000	14,000
12" 11.25 Degree Joint w/ Restraints and Thrust Block	each	2	1,000	2,000
8" 11.25 Degree Joint w/ Restraints and Thrust Block	each	12	500	6,000
12" Restrained Plug w/ Thrust Block	each	1	1,500	1,500
8" Restrained Plug and Thrust Block	each	13	1,000	13,000
Phase 5				
Connection to Existing system	each	8	2,500	20,000
8" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	lf	2,124	45	95,580
8" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	lf	2,105	45	94,725
Fire Hydrants	each	5	3,500	17,500
6" DIP Hydrant Runs - each joint and fitting restrained - 5 ft bury	lf	150	100	15,000
3/4" Type K Copper Water service pipe	lf	1,440	40	57,600
Service line taps w/ tapping saddle	each	48	500	24,000
Meter Assembly	each	48	1,500	72,000
3/4" Irrigation Tap & Meter Assembly	each	48	3,500	168,000
3/4" HDPE	lf	1,440	25	36,000
8"x8" Restrained Tee w/ Thrust Block and 2-8" GV	each	4	3,500	14,000
8"x6" Restrained Tee w/ Thrust Block and 1-8" GV, 1-6" GV	each	5	3,000	15,000
8" Restrained Plug and Thrust Block	each	2	1,000	2,000

VISTA MEADOWS SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 04/18/2023

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, \$	TOTAL COST, \$
Phase 6				
Connection to Existing system	each	8	2,500	20,000
8" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	lf	2,773	45	124,785
8" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	lf	2,722	45	122,490
Fire Hydrants	each	6	3,500	21,000
6" DIP Hydrant Runs - each joint and fitting restrained - 5 ft bury	lf	180	100	18,000
3/4" Type K Copper Water service pipe	lf	1,800	40	72,000
Service line taps w/ tapping saddle	each	60	500	30,000
Meter Assembly	each	60	1,500	90,000
3/4" Irrigation Tap & Meter Assembly	each	60	3,500	210,000
3/4" HDPE	lf	1,800	25	45,000
8"x6" Restrained Tee w/ Thrust Block and 1-8" GV, 1-6" GV	each	6	3,000	18,000
8" 45 Degree Joint w/ Restraints and Thrust Block	each	12	500	6,000
8" 22.5 Degree Joint w/ Restraints and Thrust Block	each	8	500	4,000
8" 11.25 Degree Joint w/ Restraints and Thrust Block	each	2	500	1,000
Phase 7				
Connection to Existing system	each	3	2,500	7,500
8" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	lf	1,777	45	79,965
8" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	lf	1,472	45	66,240
Fire Hydrants	each	4	3,500	14,000
6" DIP Hydrant Runs - each joint and fitting restrained - 5 ft bury	lf	100	100	10,000
3/4" Type K Copper Water service pipe	lf	1,230	40	49,200
Service line taps w/ tapping saddle	each	41	500	20,500
Meter Assembly	each	41	1,500	61,500
3/4" Irrigation Tap & Meter Assembly	each	41	3,500	143,500
3/4" HDPE	lf	1,230	25	30,750
8"x8" Restrained Tee w/ Thrust Block and 2-8" GV	each	2	3,500	7,000
8"x6" Restrained Tee w/ Thrust Block and 1-8" GV, 1-6" GV	each	4	3,000	12,000
8" 22.5 Degree Joint w/ Restraints and Thrust Block	each	5	500	2,500
8" 45 Degree Joint w/ Restraints and Thrust Block	each	1	500	500
8" Restrained Plug and Thrust Block	each	3	1,000	3,000
Phase 8				
Connection to Existing system	each	5	2,500	12,500
8" PVC (C900) Watermain w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	lf	3,580	45	161,100
8" PVC (C900) Non-Potable w/ restraints for each fitting - 5 ft bury (Local Residential Roads)	lf	2,087	45	93,915
Fire Hydrants	each	7	3,500	24,500
6" DIP Hydrant Runs - each joint and fitting restrained - 5 ft bury	lf	200	100	20,000
3/4" Type K Copper Water service pipe	lf	690	40	27,600
Service line taps w/ tapping saddle	each	23	500	11,500
Meter Assembly	each	23	1,500	34,500
3/4" Irrigation Tap & Meter Assembly	each	23	3,500	80,500
3/4" HDPE	lf	690	25	17,250
8"x8" Restrained Tee w/ Thrust Block and 2-8" GV	each	6	3,500	21,000
8"x6" Restrained Tee w/ Thrust Block and 1-8" GV, 1-6" GV	each	7	3,000	21,000
8" 90 Degree Joint w/ Restraints and Thrust Block	each	1	500	500
8" 45 Degree Joint w/ Restraints and Thrust Block	each	5	500	2,500
8" 22.5 Degree Joint w/ Restraints and Thrust Block	each	2	500	1,000
8" 11.25 Degree Joint w/ Restraints and Thrust Block	each	17	500	8,500
8" Restrained Plug and Thrust Block	each	3	1,000	3,000
SUBTOTAL				6,481,335

VISTA MEADOWS SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 04/18/2023

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE , \$	TOTAL COST, \$
SEWER IMPROVEMENT				
Phase 1				
Connection to Existing system	each	1	2,500	2,500
48" dia Manholes	each	30	3,500	105,000
12" PVC SDR-35 Main	lf	3,347	60	200,820
10" PVC SDR-35 Main	lf	3,054	55	167,970
10"x4" WYE Service Tap	each	67	1,250	83,750
4" PVC SDR-35 Service piping	lf	2,010	35	70,350
Phase 2				
Connection to Existing system	each	3	2,500	7,500
48" dia Manholes	each	8	3,500	28,000
12" PVC SDR-35 Main	lf	426	60	25,560
10" PVC SDR-35 Main	lf	599	55	32,945
8" PVC SDR-35 Main	lf	1,639	45	73,755
8"x4" WYE Service Tap	each	57	1,000	57,000
4" PVC SDR-35 Service piping	lf	1,710	35	59,850
Phase 3				
Connection to Existing system	each	2	2,500	5,000
48" dia Manholes	each	7	3,500	24,500
12" PVC SDR-35 Main	lf	1,202	60	72,120
10" PVC SDR-35 Main	lf	726	55	39,930
12"x4" WYE Service Tap	each	26	1,500	39,000
10"x4" WYE Service Tap	each	19	1,250	23,750
4" PVC SDR-35 Service piping	lf	1,350	35	47,250
Phase 4				
Connection to Existing system	each	2	2,500	5,000
48" dia Manholes	each	12	3,500	42,000
10" PVC SDR-35 Main	lf	2,256	55	124,080
10"x4" WYE Service Tap	each	59	1,250	73,750
4" PVC SDR-35 Service piping	lf	1,770	35	61,950
Phase 5				
Connection to Existing system	each	3	2,500	7,500
48" dia Manholes	each	7	3,500	24,500
10" PVC SDR-35 Main	lf	2,277	55	125,235
10"x4" WYE Service Tap	each	48	1,250	60,000
4" PVC SDR-35 Service piping	lf	1,440	35	50,400

VISTA MEADOWS SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 04/18/2023

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE , \$	TOTAL COST, \$
Phase 6				
Connection to Existing system	each	3	2,500	7,500
48" dia Manholes	each	13	3,500	45,500
8" PVC SDR-35 Main	lf	2,896	45	130,320
8"x4" WYE Service Tap	each	60	1,000	60,000
4" PVC SDR-35 Service piping	lf	1,800	35	63,000
Phase 7				
Connection to Existing system	each	1	2,500	2,500
48" dia Manholes	each	9	3,500	31,500
12" PVC SDR-35 Main	lf	189	60	11,340
10" PVC SDR-35 Main	lf	508	55	27,940
8" PVC SDR-35 Main	lf	948	45	42,660
10"x4" WYE Service Tap	each	14	1,250	17,500
8"x4" WYE Service Tap	each	27	1,000	27,000
4" PVC SDR-35 Service piping	lf	1,230	35	43,050
Phase 8				
Connection to Existing system	each	1	2,500	2,500
48" dia Manholes	each	13	3,500	45,500
12" PVC SDR-35 Main	lf	1,574	60	94,440
8" PVC SDR-35 Main	lf	2,288	45	102,960
8"x4" WYE Service Tap	each	23	1,000	23,000
4" PVC SDR-35 Service piping	lf	690	35	24,150
SUBTOTAL				2,543,325

VISTA MEADOWS SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - Revised 04/18/2023

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE , \$	TOTAL COST, \$
STORM SYSTEM				
Pond Grading	cy	27,000	3.00	81,000
18" RCP (5 ft average cover)	lf	215	55	11,825
24" RCP (5 ft average cover)	lf	4230	60	253,800
30" RCP (5 ft average cover)	lf	490	65	31,850
36" RCP (8 ft average cover)	lf	1510	75	113,250
48" RCP (8 ft average cover)	lf	430	100	43,000
54" RCP (8 ft average cover)	lf	615	150	92,250
60" RCP (10 ft average cover)	lf	80	200	16,000
72" RCP (10 ft average cover)	lf	1430	170	243,100
24" FES	each	1	1,000	1,000
36" FES	each	2	1,500	3,000
72" FES	each	1	2,000	2,000
4' dia Manhole	each	27	2,500	67,500
5' dia Manhole	each	12	3,500	42,000
6' dia Manhole	each	6	5,000	30,000
CDOT 10' Type R Inlet	each	35	12,000	420,000
Concrete Forebay	each	3	5,000	15,000
Impact Stilling Basin	each	1	10,000	10,000
Outlet Structure	each	1	20,000	20,000
Concrete Spillway Wall	each	1	10,000	10,000
12" Concrete Trickle Pan	lf	508	5	2,540
SUBTOTAL				1,509,115
LANDSCAPE				
Trees, Shrubs, and Seeded Areas (8 Phases)	each phase	8	50,000	400,000
SUBTOTAL				400,000
STRIPING & SIGNAGE				
Striping & Signage (8 Phases)	each phase	8	30,000	240,000
SUBTOTAL				240,000
TOTAL ESTIMATED COST	(rounded)			19,491,000
CONTINGENCY	(10%)			1,949,100
GRAND TOTAL ESTIMATED COST	(rounded)			21,440,100

EXHIBIT D

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Phase 5				
CR 12 6' Detached walk	2045	LF	\$ 41.00	\$ 83,845.00
CR 29 6' Detached walk	2045	LF	\$ 41.00	\$ 83,845.00
CR 12 Landscaping	2045	LF	\$ 100.00	\$ 204,500.00
CR 29 Landscaping	2045	LF	\$ 100.00	\$ 204,500.00
Fitzsimmons 6' Detached walk	4350	LF	\$ 41.00	\$ 178,350.00
Fitzsimmons Landscaping	4350	LF	\$ 50.00	\$ 217,500.00
Internal Trail System Ph 1-5	3650	LF	\$ 20.00	\$ 73,000.00
TOTAL Phase 5				\$ 1,045,540.00
Phase 6				
Internal Trail System	2300	LF	\$ 20.00	\$ 46,000.00
Phase 7				
Park Areas	1	EA	\$ 600,000.00	\$ 750,000.00
Internal Trail System	750	LF	\$ 20.00	\$ 15,000.00
TOTAL Phase 7				\$ 765,000.00



SUBJECT FOR DISCUSSION

Approval of Addendum to Joint City and Weld Re8 IGA for Outlining Library Services

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The IGA between the City of Fort Lupton and the Weld Re8 School District needs to be modified to outline responsibilities of services to each location now that there is a new public facility.

This change primarily outlines the responsibility of the City which is maintaining the facility, janitorial, and groundskeeping services for the public facility. Additionally, this revision allows for the Library to employ a full-time staff member at the school facility.

FINANCIAL CONSIDERATIONS

The costs for the new school library staff member, facilities, janitorial, and grounds are all expenses that were approved in the 2023 City budget through the Library budget and the expectation is this would continue annually. This was suggested and voted on by the Library board.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

The City council has two options:

- A) Approve the IGA addendum.
- B) Do not sign the IGA leaving some responsibilities for the new facility to the Weld Re8 School District.

STAFF RECOMMENDATIONS

Staff recommends signing this contract.

Attachments:

- a. City of Fort Lupton and Weld Re8 IGA for Library Services Addendum
- b. City of Fort Lupton and Weld Re8 IGA for Library Services

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

ADDENDUM TO INTERGOVERNMENTAL AGREEMENT

A. **PARTIES AND PURPOSE.** This Addendum is entered to make certain modifications to the INTERGOVERNMENTAL AGREEMENT dated November 18, 2013 (hereinafter "the Agreement"), by and between WELD COUNTY SCHOOL DISTRICT RE-8 ("the School District") and the City of Fort Lupton, a municipal corporation ("the City"). These modifications are necessary due to the construction of the new public Library within the City.

B. **MODIFICATIONS TO THE AGREEMENT.** The following modifications are made to specific provisions of the Agreement dealing with mutual obligations of the City and the School District. Unless specifically noted below, all other provisions of the November 18, 2013 Agreement shall remain unchanged and in full force and effect.

C. **OBLIGATIONS OF THE CITY.**

a. City shall use applicable property tax proceeds as set forth in Exhibit B for library services.

b. City shall comply with the Colorado Library Law (C.R.S. Sec. 24-90-101 et seq.) as applicable.

c. City shall use the guidelines contained in the Colorado Public Library Standards, as amended, to develop and evaluate library services.

d. City shall promote collection and resource sharing.

e. City shall serve as the fiscal agent and treasurer for the Library, and provide such services including but not limited to:

1. City has accepted and maintained the library reserve fund amounts as was determined by the independent audit for Ft. Lupton Public and School Library.

2. City will prepare an annual budget for the Library in October of each year.

3. City will timely post on the internet the Library's budget, minutes, financial reports and other information for public access.

4. City will conduct and be responsible for all matters of financial business for the Library including payroll, purchasing, accounts payable and accounts receivable.

f. Notices to the City shall be mailed to 130 S. McKinley, Fort Lupton, Colorado 80621, Attn: City Administrator.

g. City shall be responsible for expenses directly related to the operating of the Library located at _____, Ft. Lupton, Colorado and shall provide IT services, support and hardware as contemplated and negotiated with the High Plains Library District.

D. OBLIGATIONS OF THE SCHOOL DISTRICT.

a. The School District agrees at its own cost and expense to provide approximately 6000 square feet within the public school building at 530 Reynolds Street, Ft. Lupton, Colorado known as 425 South Denver Avenue, Ft. Lupton, Colorado.

b. The School District shall provide appurtenances to the site, including off street parking, accessible restrooms, and services necessary for use of the site as a school library.

c. The School District shall provide maintenance, custodial care and utilities in the accordance with the budgetary practices of the School.

d. The School District will be responsible for expenses directly related to the operation of the school library, and shall provide IT services, support and hardware as contemplated and negotiated with the High Plains Library District.

e. Notices to the School District shall be mailed to Weld County District Re-8, 200 S. Fulton Avenue, Fort Lupton, Colorado 80621.

E. NO OTHER CHANGES OR MODIFICATIONS. All other provisions of the November 18, 2013 INTERGOVERNMENTAL AGREEMENT shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to Intergovernmental Agreement to be signed and executed on this ____ day of _____, 2023.

CITY OF FORT LUPTON

ATTEST:

BY: _____

BY: _____

ZO HUBBARD, MAYOR

WELD COUNTY SCHOOL DISTRICT RE-8

ATTEST:

BY: _____

BY: _____

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into by and between the City of Fort Lupton, Colorado (hereinafter "City") and Weld County School District RE-8 (hereinafter "the School District").

RECITALS

WHEREAS, the parties hereto agree that it is in the best interests of their residents and constituents to continue to have certain coordinated library services and have identified their individual and mutual responsibilities for providing the same;

WHEREAS, the parties hereto wish to set forth their understanding of the terms under which the City and the School District will continue its participation with High Plains to provide a library in Ft. Lupton pursuant to the terms set forth below and the exhibits attached hereto;

WHEREAS, High Plains Library District has previously agreed that it shall provide to its members the services outlined in the Memo "Services Provided to Member Libraries participating in the High Plains Library District" (a copy of which is attached hereto as Exhibit A);

WHEREAS, High Plains shall be directed from the date of execution of this Agreement forward to remit the 2/3 share of property taxes to the City of Fort Lupton as of January 1, 2014 and continuing thereafter as applicable;

WHEREAS, in the event of any conflict between the terms of this Agreement and the 1985 Resolution and Agreement by and between the Weld Library District and the City of Ft. Lupton, the 1985 Resolution and Agreement shall control. It is the intent of this IGA that nothing in this Agreement shall be in conflict with the original Resolution that created the Library District in 1985, a copy of the Resolution and the 1985 Agreement are collectively attached hereto and incorporated herein as Exhibit B;

Therefore, the parties agree as follows:

AGREEMENT

1. OBLIGATIONS OF THE CITY

- a. City shall use the applicable property tax proceeds as set forth in Exhibit B for public library services;
- b. City shall comply with the Colorado Library Law (C.R.S. Sec. 24-90-101 et seq.) as applicable;
- c. City shall use the guidelines contained in the Colorado Public Library Standards, as amended, to develop and evaluate library services;

- d. City shall promote collection and resource sharing;
- e. City shall serve as the fiscal agent and treasurer for the Library, and provide such services including, but not limited to:
 - 1. City will accept and maintain the current library reserve fund amounts in the amount to be determined by an independent audit exclusively for Ft. Lupton Public and School library purposes (see copy of the Transition agreement attached hereto as Exhibit C).
 - 2. City will prepare an annual budget for the Library in October of each year, which shall include a reimbursement to the School District of a pro rata share of utility costs when school is not in session (equating to three months , based on relative square footage of space, and annual average utility cost.) Said reimbursement shall be made annually to the School District at the end of each and every calendar year.
 - 3. City will timely post on the internet the Library's budget, minutes, financial reports and other information for public access.
 - 4. City will conduct and be responsible for all matters of financial business for the Library including payroll, purchasing, accounts payable, and accounts receivable.
- f. Notices to the City shall be mailed to 130 S. McKinley, Fort Lupton, Colorado 80621, Attn.: City Administrator.

2. **OBLIGATIONS OF THE SCHOOL DISTRICT**

- a. The School District agrees at its own cost and expense to provide approximately 16,500 square feet within the public school building at 530 Reynolds Street, Ft. Lupton, Colorado known as 425 South Denver Avenue, Ft. Lupton, Colorado.
- b. The School District shall provide appurtenances to the site, including off street parking, accessible restrooms, and services necessary for use of the site as a public library.
- c. The School District shall provide maintenance, custodial care and utilities in accordance with the budgetary practices of the school.
- d. The School District will be responsible for expenses directly related to the operation of a school library, and shall not provide any operational funds or services to the library other than stated above (ie. IT services, support or hardware are contemplated

to be provided by High Plains). If the district wishes to have an employee in the library specific to the high school, it may do so at its expense.

e. Notices to the School District shall be mailed to Weld County District Re-8, 301 Reynolds Street, Fort Lupton, Colorado 80621, attn.: Superintendent.

3. **LIBRARY EMPLOYEES** The current Library employees shall become at will employees of the City of Fort Lupton by no later than January 1, 2014 and shall be given all benefits afforded to other City employees including annual evaluations which will determine any applicable merit increases and said Library employees shall adhere to all employment policies of the City.

4. **CAPITAL IMPROVEMENTS** No improvements or upgrades to the library facilities shall be made without prior approval of the City and the School District. Funding for any such projects shall be financed from the two thirds (2/3) share of the proceeds set forth in Exhibit B..

5. **MANAGEMENT OF THE LIBRARY** The Management of the Library shall be vested in the local library board of trustees which shall consist of not fewer than 7 trustees pursuant to C.R.S. Sec. 24-90-108 (1). The board of trustees shall be responsible for the adoption and implementation of operating policies and procedures to manage the Library. The board of trustees shall report to the City and the School District in an advisory capacity. A new board of trustees is hereby deemed necessary and therefore the board of trustees shall be established according to the Transition Agreement (attached hereto as Exhibit C). The board of trustees of the local library shall be set up as follows:

- a. The Board shall be comprised of 7 voting members;
- b. Each Board member's term shall not exceed 4 years and no board member may serve more than 2 consecutive terms;
- c. No trustee shall be an employee of either the School District or the City of Fort Lupton.
- d. There shall be one *ex-officio* member comprised of either the Mayor or a Ft. Lupton City Council member;
- e. There shall be one *ex-officio* School Board member;
- f. Three trustees shall be appointed by the School Board;
- g. Three trustees shall be appointed by the City Council;
- h. One trustee shall be appointed by the six appointees listed above;
- i. The School District shall have one liaison to the board;
- j. The City shall have one liaison to the board;
- k. The School District shall appoint a non-voting student member.

6. **AMENDMENT/NO ASSIGNMENT** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

7. **SEVERABILITY** In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion of this Agreement will be deleted and the remaining provisions of the Agreement shall continue in full force and effect.

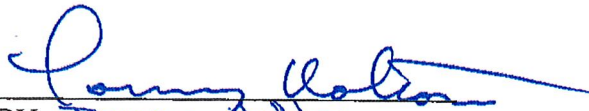
8. **GOVERNING LAW** This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

9. **ATTORNEY FEES** All parties to this Agreement shall have the right to bring an action to enforce any of the terms of this Agreement. In any such action to enforce the terms of this Agreement, the prevailing party in such an action shall be awarded their reasonable attorney fees and cost incurred therein.

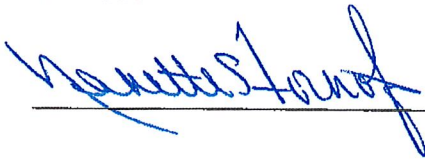
10. **TERM** This Agreement shall be considered automatically renewed annually unless cancelled as set forth herein. This agreement may be updated, modified, revised, renegotiated, or cancelled by mutual consent and in writing by all parties to accommodate changing conditions.

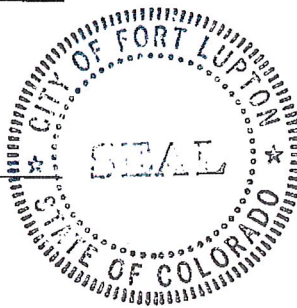
EXECUTED THIS 18th DAY OF November 2013.

CITY OF FORT LUPTON, COLORADO


BY: Tommy Holton
TITLE: Mayor

ATTEST:





WELD COUNTY SCHOOL DISTRICT RE-8


BY: Mike Simone
TITLE: Board President

ATTEST:

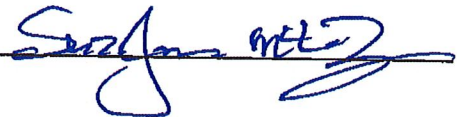


Exhibit "a"

Services Provided to Member Libraries Participating in the High Plains Library District for 2013

Member Library:

Services Provided: "Required" Items are Ongoing Services that align with District Standard and Processes

Collection Resources/Resources Sharing

2 Access to all materials at all libraries participating in High Plains Library District

3 The District has over 751,000 items, accessible to anyone who has an active HP/LD library card in good standing.

4 Materials purchasing/centralized order management

5 Acquisition department will order on behalf of the Member library and be billed monthly. Discounts realized through large-volume purchasing.

6 Collection development staff coordinate/create/maintain/update standing order plans for books and periodicals.

7 Provide list of available periodicals, research and order titles as requested. Work with vendor when problems arise with subscription deliveries on member behalf

8 Collection Resources Manager negotiates discounts for all vendors used by the department (book, media and periodicals).

9 Materials processing/standardized processing for items purchased/cataloged through Bibliographic Services

10 Items ordered through Bibliographic Services will receive barcodes, RFID tags, spine labels, mylar covers per district standards

11 Courier service to transport library materials Monday through Saturday

12 Courier schedule maintenance for North and South routes

13 Licensing, maintenance, and access to online databases and search software

14 Negotiate prices for database and electronic resource access (included eBooks and databases)

15 Member library staff receives database training upon request

16 Member patrons and staff receive technical troubleshooting and support from HP/LD staff

17 Interlibrary Loan (ILL) services

18 ILL department will use OCLC, ILLiad or other supporting tools to locate and borrow an item not in our catalog for patrons/residence of HP/LD.

19 ILL staff responds to member patron requests and work with member staff to resolve any problems.

20 Access to collection development tools and resources to build collections.

21 Advice from the collection development department when questions arise.

22 Access to online ordering tools

23 Analysis of collection using Collection HQ upon request

24 Cataloging services

25 Original cataloging provided for any item purchased by a member library that is not found within the OCLC catalog.

26 Copy cataloging provided for any item already in the HP/LD catalog or available from the current bibliographic utility.

35 Horizon data maintenance
 36 Bibliographic Services staff will update Horizon databases including deleting bibliographic records with no holdings
 37 Maintain the integrity of the Horizon database through regular authority control, subject heading updates and patron queries.
 38 Collection Resources Manager negotiates discounts for all processing supplies including RFID tags and barcodes. Additional RFID tags can be
 39 purchased through the Bibliographic Services department at cost and billed to the Member Library.
 40 Advice from trained MLS catalogers

Information Technology

Core IT service solutions

41 ILS: Funding, procurement, installation, administration and all required support for the Integrated Library System and add on services
 42 OPAC: Funding, procurement, installation, administration and all required support for the public catalog
 43 Email services: Funding, procurement, installation, administration, and all required support
 44 MyLibrary: Funding, design, code development, installation, administration and all required support
 45 Online Payment Services: Funding, procurement, installation, administration and all required support
 46 TeleCirc: Funding, procurement, installation, administration and all required support
 47 Intranet: Funding, procurement, installation, administration and all required support
 48 Storage, backup and recovery services: Funding, procurement, installation, administration and all required support
 49 Mobile catalog: Funding, procurement, installation, administration and all required support
 50 Reporting and data support for all IT services

Staff connectivity services

51 Network equipment funding, purchase, configuration, installation and support
 52 Circuit funding, purchase, installation, configuration and support
 53 HPLD access services funding, purchase, installation, configuration and support (remote access)
 54 Infrastructure cabling funding, purchase, installation, and support (not currently available to members)

Internet connectivity for public (including Wi-Fi)

55 Network funding, equipment purchase, configuration, installation and support
 56 Circuit funding, purchase, installation, configuration and support
 57 Access services funding, purchase, installation, configuration and support

Staff and public client equipment

58 Purchase of all client equipment needs **required for support**
 59 Configuration, testing, installation and support for all staff and public client equipment

Staff and public client software (is required due to licensing requirements)

60 Operating system: Funding, purchase, testing, configuration, installation and support
 61 Productivity solutions: Funding, purchase, testing, configuration, installation and support (Office suite)
 62 Antivirus and other security tools: Funding, purchase, testing, configuration, installation and support
 63 Public use management: Funding, purchase, testing, configuration, installation and support
 64 Public print service management: Funding, purchase, testing, configuration, installation and support

75 Web filtering: Funding, purchase, testing, configuration, installation and support
 76 Public freeze software: Funding, purchase, testing, configuration, installation and support
 77 Web lock down software (for pace): Funding, purchase, testing, configuration, installation and support
 78 Automated deployment services: Funding, purchase, testing, configuration, installation and support
 79 Removal or recycling of computer and IT equipment
 80
 81 Language Line translation services (supports 200 languages)
 82 Funding, procurement, configuration, installation and management of the language line service
 83
 84 Equipment loans (as available)
 85
 86
 87 Finance and Administration
 88 Tax collection, distribution, and payments in the same proportion as collected by HPLD.
 89 Ongoing updates on property taxation for budgeting purposes
 90 Property tax allocation payment made to Members at same percentage rate as the HPLD receives from the Weld County Treasurer
 91 Access to the HPLD Foundation's 501(c)(3) status and grant writing assistance
 92 Members can access IRS determination letter by request to the Foundation or through the share drive (Grant folder)
 93 Access to grants and sponsorship training sessions
 94 Members are welcome to contact the Foundation with any project, program or capital requests when seeking funding ideas.
 95 Foundation is available to assist with grant reviews for grants of any size and grant application assistance/consulting for grant amounts of \$5,000 or higher.
 96
 97 Management of Debt Collect Services:
 98 Debt collect service management including trainings and consulting with Debt Collect Service Vendor.
 99
 100 District orientation for new Member Directors
 101
 102 Recruitment to fill position vacancies
 103 Assist Members in advertising position vacancies on the HPLD website, Colorado State Library website or other job sites.
 104
 105 Project management services
 106 Provide consultation with contractors
 107
 108 Member/District services coordination
 109 Participation on HPLD committees, task forces and projects
 110
 111 Continuing education
 112 In-house training and HPLD-sponsored workshops, seminars, round-tables on topics that pertain to mutually shared interests.
 113
 114 Training on technologies support by HPLD (i.e. Horizon/Hip)

115 Online training clips for staff and patrons
 116
 117
 118 Compilation of Annual Public Library statistical report.
 119 Compile and report library statistics
 120 Advise Member libraries of pending changes in data needs
 121
 122 Legal Inquiry
 123 Serve as the point of contact for subpoenas or legal inquiries for Horizon data
 124
 125 HPFLD name badge
 126 First name badge for new staff
 127
 128 District survey and research services that may include member service areas (Buxton, Survey Monkey, ...)
 129
 130
 131 Multicultural services
 132 Outreach department partners with Member libraries to provide Multicultural services to patrons.
 133
 134 Mobile services to schools or other gathering places in member service area
 135 Outreach works with member libraries to provide services to locations in the Member service area.
 136 Provide computer class support including curriculum, training, and referrals
 137
 138 Public Computer Centers (PCC)
 139 PCCs located in member service areas: Hudson (Lochbuie & Keenesburg), Johnstown (Milliken), Ault (Nunn & Pierce)
 140 PCC installation, maintenance and management
 141
 142
 143 Public Information/Programming
 144 Evanced web calendar and room reserve
 145 Provide support for member library's events calendar available through the District's website.
 146 Can provide support for each member library to utilize Evanced room reserve available through the District's website
 147
 148 Templates for promotional materials
 149 Include member libraries on any collaborative promotional materials when appropriate and available.
 150
 151 Coordination of district-wide programming
 152 Coordinate special events and programs in which branch and member libraries choose to participate in.
 153
 154 Library cards
 155 Design, produce and disseminate library cards for all libraries within HPFLD.

156 Advertising

157 Funds and places advertisements in phone books, newspapers and various northern Colorado publications.

158
159
160 Virtual Services

161 Staffing/management/support and funding of all calls that come into the 1-888-861-READ (7232) number

162
163 Staffing /management/support and funding of online communication services such as chat and email

164
165
166
167
168
169

RESOLUTION

25-5

RE: ESTABLISHMENT OF THE WELD LIBRARY DISTRICT AND PARTICIPATION BY
THE CITY OF FORT LUPTON LIBRARY

WHEREAS, the City Council of the City of Fort Lupton is vested with the authority of administering the affairs of the City of Fort Lupton, and

WHEREAS, pursuant to CRS, 24-90-110, a library district may be established by a legislative act of any combination of two or more municipalities or counties, and

WHEREAS, it is anticipated that the Board of County Commissioners for the County of Weld and a number of municipalities located within Weld County will be acting to establish a library district; said district to include all unincorporated portions of Weld County, Colorado, the nineteen incorporated municipalities without libraries, and some or all of the ten incorporated municipalities with public libraries, said library district to be known as Weld Library District, and

WHEREAS, the Board of Trustees of the City of Fort Lupton library has concurred in a decision to "participate" in the Weld Library District, under CRS 24-90-111, which provides for retention of title to the municipal library and continuance of control by the Board of Trustees for the municipal library, and

WHEREAS, CRS, 24-90-110 (4)(a), provides for the appointment to the selection committee for the Weld Library District of two members of this legislative body and ratification of the appointments of the Trustees recommended by the selection committee by each participating entity.

WHEREAS, the City of Fort Lupton's participation in the District is based upon the understanding that two-thirds of the property tax proceeds collected by the Library District from the mill levy from the Library District's service area's assessed value will be allocated by the Weld Library District Board to the municipality's library for public library services for the service area defined as the boundaries of Weld County School District RE-8.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fort Lupton that it hereby declares its intent to establish the Weld Library District which will include areas lying within this municipality, all unincorporated areas of Weld County, all nineteen incorporated municipalities in Weld County without municipal library service, and those municipalities with library service that have

indicated their intent to create the library district.

BE IT FURTHER RESOLVED that the library of the City of Fort Lupton, upon the concurrence of the Board of Trustees of the City of Fort Lupton Library, is to be considered a participating library in the Weld Library District with title being retained to the library property and the continuation of the City of Fort Lupton Board of Library Trustees pursuant to CRS, 24-90-111.

BE IT FURTHER RESOLVED THAT two members will be appointed by this Council to the selection committee for recommending not fewer than five nor more than seven members for the Board of Trustees of the Weld Library District and that the appointments to the Board of Trustees are subject to ratification by the Council.

BE IT FURTHER RESOLVED that the Weld Library District shall have all powers available to it pursuant to CRS, 24-90-101, et seq.

BE IT FURTHER RESOLVED that if any section, subsection, paragraph, sentence, clause or phrase of this Resolution is, for any reason, held or decided to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining portions. The City Council of the City of Fort Lupton hereby declares that it would have passed this Resolution and each and every section, subsection, paragraph, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.

This agreement and resolution shall be contingent upon approval of the Fort Lupton School District RE-8.

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the following vote on the 28 day of August, A. D., 1985.

City of Fort Lupton

Glenn Cook - Yes
Richard Gabel - Yes
Dennis Gesterling - Yes
Mary Duncan - Yes
Joseph Schell Yes

Donald R. Cummins
Mayor

Attest:

Victor R. Moculeski
City Clerk

B 1084 REC 02024480 09/11/85 16:36 \$0.00 1/004
F 0245 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

ORDINANCE NO. 137

AN EMERGENCY ORDINANCE ESTABLISHING THE WELD LIBRARY DISTRICT IN CONJUNCTION WITH CERTAIN GOVERNMENTAL UNITS OF WELD COUNTY.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WELD COUNTY, COLORADO:

WHEREAS, the Board of County Commissioners of Weld County, Colorado, pursuant to Colorado statute and the Weld County Home Rule Charter, is vested with the authority of administering the affairs of Weld County, Colorado, and

WHEREAS, pursuant to CRS, 24-90-110, a library district may be established by a legislative act by any combination of two or more governmental units, and

WHEREAS, the governing Boards of the municipalities of Ault, Eaton, Evans, Fort Lupton, Greeley and Hudson, and School District RE-8 have acted to establish the Weld Library District, and

WHEREAS, the Board of Trustees of the Municipal Libraries of Ault, Eaton, Fort Lupton, Greeley and Hudson as well as Johnstown and Platteville have concurred in a decision to "participate" in the Weld Library District under CRS, §24-90-111, which provides for retention of title to the municipal public library and continuance of control by the Board of Trustees for the municipal library, and

WHEREAS, the municipalities of Ault, Eaton, Evans, Fort Lupton, Greeley and Hudson's participation in the District is based upon certain understandings regarding allocation of proceeds from the mill levy back to the municipal libraries based upon certain service areas as set forth in each municipal resolution, and

WHEREAS, the towns of Platteville and Johnstown have indicated an intent to "participate" in the Library District once formed but did not choose to act to "create" the Library District, and

WHEREAS, the City of Evans has acted to create the District and has indicated an intention to develop a municipal library but has no Board of Trustees of the municipal library and is not yet "operating" a municipal library, and

WHEREAS, an emergency situation exists in that the governmental units have previously acted to create the Weld Library District, and time is of the essence in establishing the Weld Library District Board and having that Board enact a mill levy prior to the deadline for certification of mill levies for entities within each County of the State of Colorado.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Weld County, Colorado, that the Weld Library District is hereby created to include all incorporated and unincorporated areas of Weld County except those areas lying within the municipalities of Dacono, Johnstown, Platteville, Severance, and Windsor and excepting those portions of unincorporated Weld County lying within Weld County School District RE-4.

BE IT FURTHER ORDAINED that this Board intends to act by Resolution to appoint two of its members to the selection committee for the Weld Library District Trustees, and

BE IT FURTHER ORDAINED that once the District Board is seated, this Board intends to act by resolution to "merge" the Weld County Library with the Library District pursuant to CRS, §24-90-110(2).

BE IT FURTHER ORDAINED that the Weld Library District shall have all powers available to it pursuant to CRS, 24-90-101, et seq.

BE IT FURTHER ORDAINED that if any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is, for any reason, held or decided to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining portions. The Board of County Commissioners of Weld County, Colorado, hereby declares that it would have passed this Ordinance and each and every section, subsection, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.

BE IT FURTHER ORDAINED by the Board of County Commissioners of Weld County, Colorado, that pursuant to Section 3-14(6) of the Weld County Home Rule Charter, that the Board of County Commissioners finds and hereby declares this Ordinance to be an emergency Ordinance and that its immediate passage is necessary for the preservation and protection of the public health.

PAGE 3
ORDINANCE NO. 137

property, and safety, and that time is of the essence for the effective date of this Ordinance.

The above and foregoing Ordinance No. 137 was, on motion duly made and seconded, adopted by the following vote on the 11th day of September, A.D., 1985.

ATTEST: Mary Ann Feuerstein

Weld County Clerk and Recorder
and Clerk to the Board

By: Donnie Ostera

Deputy County Clerk

APPROVED AS TO FORM:

Lee D. Morris
County Attorney

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

Jacqueline Johnson
Jacqueline Johnson, Chairman

Gene R. Brantner
Gene R. Brantner, Pro-Tem

C. W. Kirby
C. W. Kirby

Gordon Lacy
Gordon Lacy

Frank Yamaguchi
Frank Yamaguchi

Read and Approved: September 11, 1985

Published: September 19, 1985, in the Johnstown Breeze

B 1084 REC 02024480 09/11/85 16:36 \$0.00 3/004
P 0247 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

PAGE 4
ORDINANCE NO. 137

EXHIBIT "A"

MUNICIPALITIES WITHOUT PUBLIC LIBRARIES

Brighton (served by Adams County)
Erie
Evans (created, not "operating")
Firestone
Frederick
Garden City
Gilcrest
Grover
Keenesburg
Keota

Kersey
La Salle
Lochbuie
Mead
Milliken
Nunn
Pierce
Raymer
Rosedale
Severance

MUNICIPALITIES WITH PUBLIC LIBRARIES

Ault
Dacono
Eaton
Fort Lupton
Greeley

Hudson
Johnstown
Platteville
Windsor

B 1084 REC 02024480 09/11/85 16:36 \$0.00 4/004
F 0248 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

TRANSITION AGREEMENT

This Transition Agreement is entered into by and between the City of Fort Lupton, Colorado (hereinafter "City") and Weld County School District RE-8 (hereinafter "the School District" in connection with the transition of the operation of the Fort Lupton Public and School Library to the City:

1. ESCROW

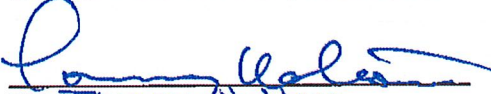
- a. There shall be an independent audit performed on the funds currently held by the School District prior to transfer to the City. Said audit will be paid for utilizing the High Plains District 2/3 funding. The audit shall be performed by an auditor of the City's choice and shall be commissioned immediately upon execution of the IGA.
- b. The School District shall estimate the amount of payables that are held at year end December 31, 2013 and retain this amount. The balance shall immediately be wired to the City.

2. BOARD OF TRUSTEES CHANGE

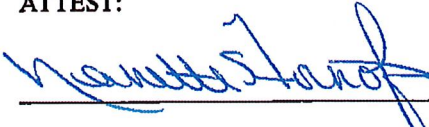
- a. The composition of the board shall change with the execution of the Intergovernmental Agreement which changes the ratification and composition of the board..
- b. The change of composition shall be accomplished by attrition (replace members as their terms expire), Schedule Attached.
- c. Since the staff member would be non-voting, that position will be vacant upon execution of the Intergovernmental Agreement.

EXECUTED THIS 18th DAY OF November, 2013.

CITY OF FORT LUPTON, COLORADO


BY: Tommy Horton
TITLE: Mayor

ATTEST:

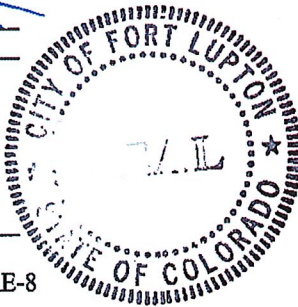


WELD COUNTY SCHOOL DISTRICT RE-8


BY: Mike Simone
TITLE: Board President

ATTEST:





TRANSITION AGREEMENT

This Transition Agreement is entered into by and between the City of Fort Lupton, Colorado (hereinafter "City") and Weld County School District RE-8 (hereinafter "the School District in connection with the transition of the operation of the Fort Lupton Public and School Library to the City:

1. ESCROW

- a. There shall be an independent audit performed on the funds currently held by the School District prior to transfer to the City. Said audit will be paid for utilizing the High Plains District 2/3 funding. The audit shall be performed by an auditor of the City's choice and shall be commissioned immediately upon execution of the IGA.
- b. The School District shall estimate the amount of payables that are held at year end December 31, 2013 and retain this amount. The balance shall immediately be wired to the City.

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- b. The change of composition shall be accomplished by attrition (replace members as their terms expire), Schedule Attached.
- c. Since the staff member would be non-voting, that position will be vacant upon execution of the Intergovernmental Agreement.

EXECUTED THIS _____ DAY OF _____, 2013.

CITY OF FORT LUPTON, COLORADO

BY: _____
TITLE: _____

ATTEST:

WELD COUNTY SCHOOL DISTRICT RE-8

BY: _____
TITLE: _____

ATTEST:



Upcoming Events

July 1, 2023	Independence Day Celebration, 203 S. Harrison Ave. 12:00 p.m – 4:00 p.m.
July 7 & 8, 2023	City Wide Yard Sales